

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

MEMORANDUM

TO: Mayor and Council
FROM: Planning & Zoning Division
SUBJECT: **M21-005 for o Rivertown Rd.**
MEETING DATE: July 14, 2021

To consider a modification to the Zoning Conditions to case **2006Z-0018** to allow for a single-family subdivision of estate homes. The petitioner is asking for:

Modification of conditions 2a, 3c, 3f, 4, 5

Modification of the conceptual site plan.

STAFF RECOMMENDATIONS: APPROVAL of both requests

cc: Corey Adams, City Clerk

APPLICATION INFORMATION

Applicant Information:	Boye Akinola 3560 Lenox Rd. Ste 1270 Atlanta, GA 30326 404-787-0139 boye@boyearchitect.com
Status of Applicant:	Developer
City Council District(s):	4
Parcel ID Number:	07 180001190326
Area of Property:	41.1 acres
Current/Past Use of the Property:	This property is currently undeveloped.
Prior Zoning Cases/History:	2006Z-0018 rezoning to CUP as part of a larger development
Surrounding Zoning:	<u>North</u> : AG-1, R-4, CUP <u>South</u> : AG-1 <u>East</u> : AG-1 <u>West</u> : AG-1, CUP
2035 Future Land Use Designation:	<u>Character Type</u> : Rural Neighborhood <u>Land Uses</u> : Agricultural, Forestry and Estate Residential, Residential 1 Unit or Less per acre, 1 to 2 Units per acre, Open Space, Public, Semi-Public and Institutional <u>Zonings</u> : R-2A, CUP, NUP
Compatibility to the Fulton County 2035 Comprehensive Plan:	Yes
Overlay District:	None
Public Utilities:	Water service is provided to these sites by City of Atlanta. Sewer service is available to the site by Fulton County.
Public Services:	Police and Fire services are available to the site by the City of South Fulton.
Transportation:	Street: Roosevelt Highway Classification: Minor Arterial Road Type: State Public Transit: MARTA bus service does not serve the site. The closet MARTA bus route is the 180 on Roosevelt Highway.

MAPS:**City of South Fulton Zoning, Future Land Use, and Aerial Map:**

(see attached)

Proposed Site Plan:

(see attached)

CONDITION(S) TO BE MODIFIED

2.a. To the revised site plan received by the Department of Environment and Community Development on May 3rd 2006. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. The applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

3.c. Provide a natural buffer, undisturbed except for approved access and utility crossings, improvements, and replanting's where sparsely vegetated and subject to the approval of the Fulton County Arborist, adjacent to the following property lines and in the widths shown:

100 feet wide around the perimeter of the property except shown on the site plan referenced in condition 2.a., with no additional setback for all improvements or as may be approved by the Director of the Department of Environment and Community Development. Provided compliance with Article 34. 7 is proven at time of application for a land disturbance permit, reduce the 100-foot buffer for lots numbered 44-73, as shown on the plan reference in condition 2.a., and provide a 6-foot high fence along the property line.

3.f. The community and amenity areas shall include a pool, a clubhouse as well as walking trails and shall be accessible by sidewalks and/or trails.

4. To the owner's agreement to abide by the following traffic requirements, dedications and improvements:

a. Reserve for Fulton County along the necessary property frontage of the following roadways, prior to the approval of a Land Disturbance permit, sufficient land as necessary to provide for compliance with the Comprehensive Plan. All building setback lines shall be measured from the dedication but at no time shall a building be allowed inside the area of reservation. All required landscape strips and buffers may straddle the reservation line so that the reservation line bisects the required landscape strip or buffer. At a minimum, 10 feet of the required landscape strip or buffer shall be located outside the area of reservation. All required tree plantings per Article 4.23 shall be placed within the portion of the landscape strip or buffer that lies outside the area of reservation.

45 feet from centerline of Bishop Road;
45 feet from centerline of Rivertown Road.

b. Dedicate at no cost to Fulton County along the entire property frontage, prior to the approval of a Land Disturbance Permit, sufficient land as necessary to provide the following rights-of-way, and dedicate at no cost to Fulton County such additional right-of-way as may be

required to provide at least 10.5 feet of right-of-way from the back of curb of all abutting road improvements, as well as allow the necessary construction easements while the rights-of-way are being improved:

30 feet from centerline of Bishop Road;

30 feet from centerline of Rivertown Road.

5. To the owner's agreement to abide by the following:

a. Prior to submitting the application for a (LDP) with the Department of Environment and Community Development, Development Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.

b. Prior to submitting the application for an LDP, arrange an on-site evaluation of existing specimen trees/stands, buffers, and tree protection zones within the property boundaries with the Fulton County Arborist. A signed copy of the results of these meetings will be required to be submitted along with the application for an LDP.

c. Prior to submitting the application for an LDP, the developer/engineer shall contact the Public Works Department, Water Services Division, and arrange to meet on-site with an engineer from the Surface Water Management Program (SWMP), who is responsible for review of Storm Water Concept Plan submittals.

d. Prior to submitting the application for an LDP, the developer and/or engineer shall submit to the SWMP, through the Development Review Division, a project Storm Water Concept Plan. This concept plan shall indicate the preliminary location of the storm water management facilities intended to manage the quality and quantity of storm water. The concept plan shall specifically address the existing downstream off-site drainage conveyance system(s) that the proposed development surface runoff will impact, and the discharge path(s) from the outlet of the storm water management facilities to the off-site drainage system(s) and/or appropriate receiving waters. As part of the Storm Water Concept Plan submittal, a preliminary capacity analysis shall be performed by the engineer on the off-site drainage system(s) points of constraint. The capacity analysis shall determine the capacity of all existing constraint points, such as pipes, culverts, etc. from the point of storm water discharge at the proposed development site boundary downstream to the confluence of the receiving drainage course at a point where the drainage area is at least ten times the proposed development site area and the next downstream drainage area having a drainage area of fifty acres or more. The critical capacity points shall be selected based upon the engineer's field observation, professional judgment, and limited field survey data. The analysis shall identify the downstream properties pre and post development 100-year water surface elevations, and for any post development water surface elevation increase exceeding 0.05 feet, the developer shall acquire the applicable offsite drainage easement to accommodate the 100-year storm flow through impacted properties. Where Fulton County has completed a model of the basin, it shall be used by the developer in the analyses.

e. Where storm water currently drains by sheet flow and it is proposed to be collected to and/or discharged at a point, such that the discharge from the storm water management facility outlet crosses a property line, such discharge shall mimic pre-development sheet flow conditions. A description of the method proposed to achieve post-development sheet flow conditions shall be provided as part of the Storm Water Concept Plan. Should the method to achieve sheet flow across an external property line be unsuccessful, the developer shall acquire an easement(s) from the point of discharge to a point down gradient at a live dry weather stream sufficient to contain the 25-year storm flow or other location as approved by the Director of Public Works. This condition will not apply when the storm water management facility is designed and approved to discharge directly to a stream or watercourse.

- f. A draft of the Inspection and Maintenance Agreement required by Fulton County Code Section 26-278 shall be submitted to the Department of Public Works with the Storm Water Concept Plan.
- g. The Inspection and Maintenance Agreement shall provide that all storm water management/detention facility outlet control structures shall be inspected, photographed, and cleaned, if necessary, on a monthly basis, by the owner. The Inspection and Maintenance Agreement shall require that the design engineer shall prepare an operation and maintenance guidance document, for use by the owner and/or any professionals retained by the owner, to plainly describe the basic operational function of the facility(ies), including a description of a permanent marker post(s) which shall indicate that the level of sediment which, if exceeded, requires sediment removal. The Inspection and Maintenance Agreement shall require an annual operation and maintenance report for all storm water management/detention facilities be prepared by a licensed design professional and submitted to the SWMP. The annual report shall include monthly inspections, photographs, and documentation of the cleaning of storm water management/detention facilities outlet contr61; structure(s) as well as an operational assessment of the facilities indicating that they do, or do not, function as described in the design guidance document (described above), and if they do not, a description of the specific actions to be taken to allow the facilities to function as intended.
- h. The required Inspection and Maintenance Agreement shall be recorded with the Clerk of Superior Court prior to issuance of an LOP, Grading Permit, or Building Permit associated with the development.
- i. The engineer/developer is required to submit, along with the application for an LOP, signed documentation verifying approval of the Storm Water Concept Plan.
- j. Where paved parking areas (including access aisles) are proposed to exceed 5,000 square feet, the storm water management facilities shall be designed to reduce pollutants such as oil, grease and other automobile fluids that may leak from vehicles. A general description, or concept, of the storm water management facilities proposed to achieve the removal of such pollutants shall be submitted with the Storm Water Concept Plan. A detailed design of such facilities shall be included in applicable documents for a land disturbance permit.
- k. With the application for an LDP, provide documentation (such as channel cross-sections, centerline profile, etc.) describing the geometry of those existing natural streams, creeks, or draws within the proposed development boundary which in the design engineer's judgment are at risk of erosion due to increased flow, provide a description of the basis utilized in judging areas to be at risk, and provide details on the Storm Water Management Plan of the post-development channel bank protection measures.
- l. The developer/engineer shall demonstrate to the County by engineering analysis submitted with the LDP application, that the discharge rate and velocity of the storm water runoff resulting from the development is restricted to seventy-five percent (75%) of the pre-development conditions for the 1-year frequency storm event, up to and including the ten (1 0)-year frequency storm event.
- m. Drainage from all disturbed areas shall be collected and conveyed to a storm water management facility provided as part of the development. The Storm Water Concept Plan shall identify any proposed areas with incidental and minor release of storm water not conveyed to such facilities, subject to the approval of the Director of Public Works. Plans for any land disturbance permit shall show all proposed drainage patterns for the proposed development after its completion. Any incidental release of unmanaged or untreated storm flows from any disturbed portion' of the developed property shall be allowed only with the approval of the

Director of Public Works. Other than minimal incidental flows shall be specifically approved by the Director of Public Works. Bypass flows will not be permitted except from undisturbed areas within a buffer or other protected easement. Final plans shall provide for collection, conveyance and treatment of all approved incidental flows from developed lots or parcels, individual residences or building structures.

n. Storm water management facility(ies) volumes shall be designed to achieve water quality treatment, channel protection, over bank flood protection and extreme flood protection, in accordance with the Georgia State Storm Water Manual, except that the duration of release for water quality treatment shall be 48 hours.

o. The developer/engineer is responsible to submit with the application for Land Disturbance Permit (LDP) a floodplain hydrology and hydraulic study. This floodplain study shall establish the on-site pre-development 1 00-year storm frequency Base Flood Elevation (BFE) of the pre-development floodplain. The LDP Storm Water Management Plan shall graphically depict the pre-development floodplain horizontal boundaries and show the BFE.

p. The developer/builder at the Building Permit application shall demonstrate to the County that each lot and/or building site with established 1 00-year pre-development floodplain BFE, complies with the County's floodplain lowest floor elevation requirement, prior to the inspection and approval of the structure's foundation under construction. The FEMA Elevation Certificate shall be utilized to demonstrate that the top of the structure lowest floor complies with county requirements.

q. The developer/builder, at the Building Permit application shall provide to the County a lot site grading plan that shows the BFE and graphically depicts the pre-development 1 00-year floodplain horizontal boundary, and proposed structure foundation location, including lot's buildable area required by the County code.

PUBLIC PARTICIPATION

The petitioner held a public participation meeting on June 30, 2021. The report is attached.

STAFF COMMENTS

Engineering: Engineering was invited to the pre-application meeting before the application was submitted and provided comments at that time.

Environmental: Requested information, none provided.

Public Works: Requested information, none provided.

Transportation: The traffic engineer was invited to the pre-application meeting before the application was submitted and provided comments at that time.

MARTA: Requested information, none provided.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Report attached.

Fire: The Fire Marshall was invited to the pre-application meeting before the application was submitted and provided comments at that time.

Legal: Requested information, none provided.

PLANNER'S RECOMMENDATION

The petitioners are submitting a site plan and proposal that is completely different from the previously approved plan, hence the extensive requests for modifications.

This development is highly suitable for the area. It would be an improvement to the site and is in line with the Future Land Use Map and the residential theme of the area. It would also provide a housing type that is often desired but infrequently built in the community.

The remaining site conditions would remain.

Any specific concerns with the livability of the development would be considered when the applicant requested their Land Disturbance permits, should the case be approved.

Staff recommendation is for **APPROVAL** of all requests.

PREPARED BY:

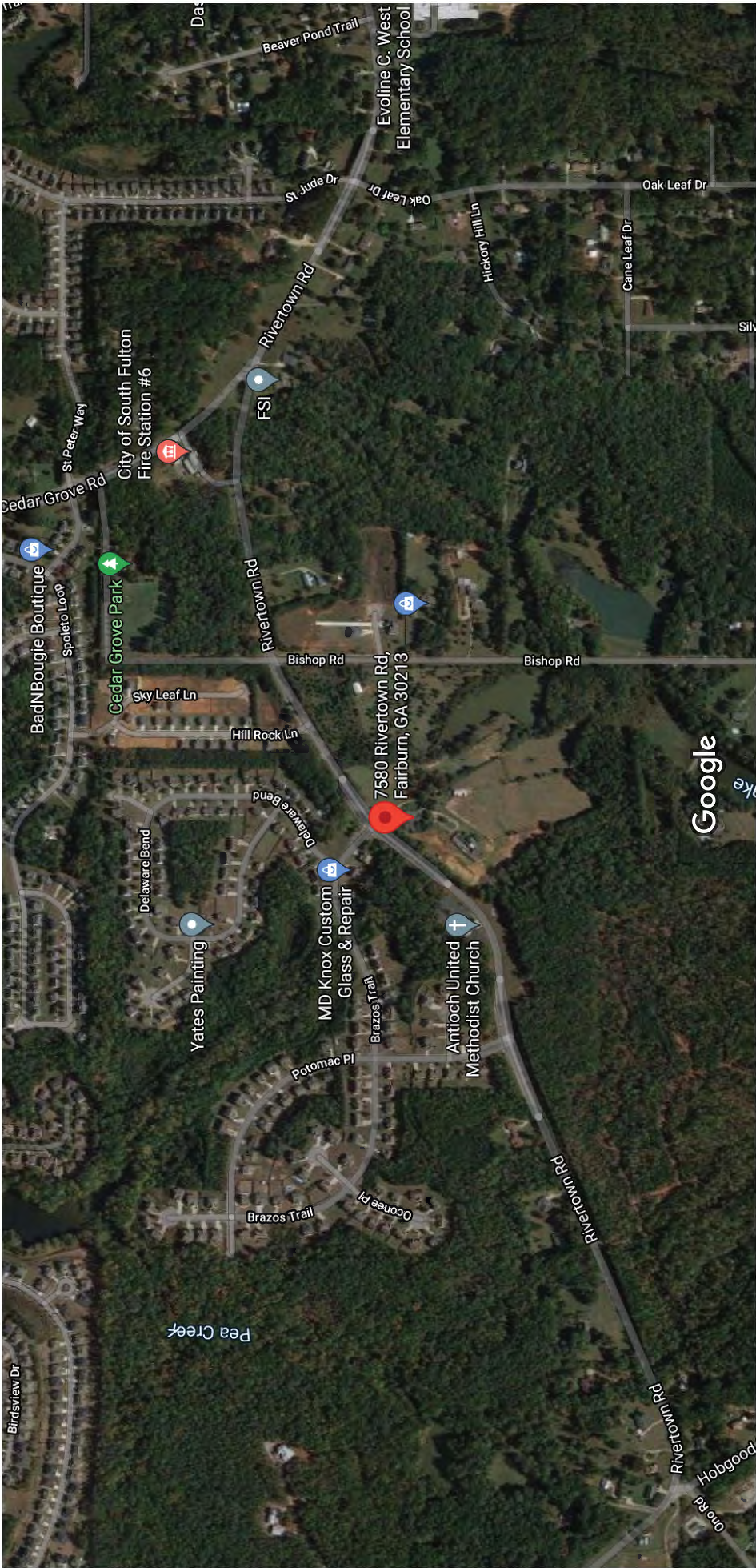
Nathan Mai-Lombardo, Planning and Zoning Administrator

REVIEWED BY:

Shayla Reed, Director

MAYOR & COUNCIL ACTION

TBD



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 500 ft

This map displays a residential neighborhood with various zoning districts and individual property lots. The central focus is a large parcel shaded in cyan and outlined in red. Surrounding this parcel are several other lots, many of which are numbered. The map includes several streets: Cedar Grove Rd running diagonally from the top right, Rivertown Rd running horizontally across the middle, and Silver Maple Ln running vertically on the right side. Zoning designations are labeled in blue text throughout the map, including R-4, AG-1, CUP, SUB-A, and C-1. The map also shows some green spaces and a yellow-shaded area in the bottom right corner.

Address Points





Street Centerlines

City Limits

Tax Parcels from County

Current Zoning

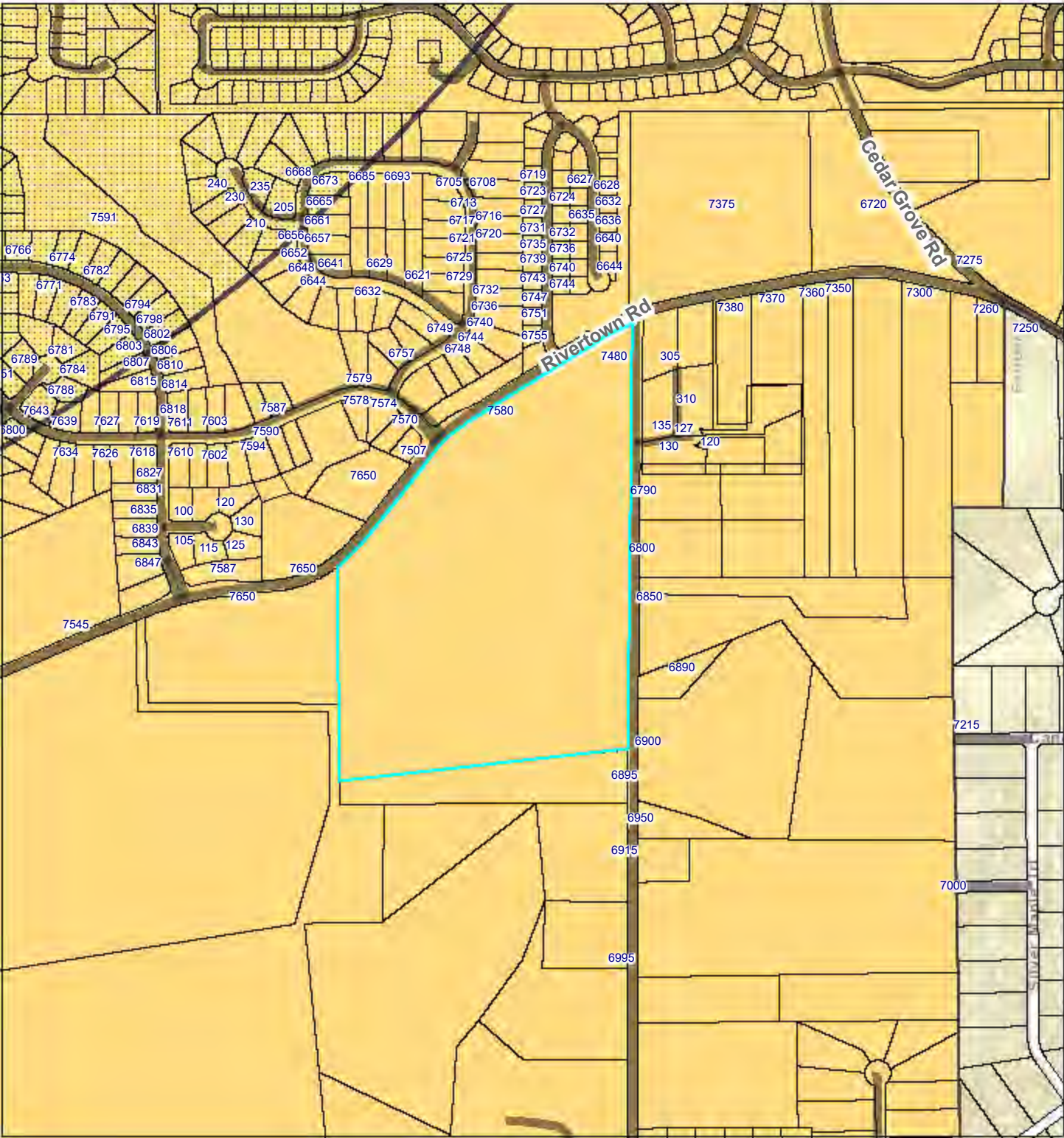
AG-1 (Agricultural)

-  C-1 (Limited Commercial)
-  CUP (Community Unit Plan)
-  MIX (Mixed Use)
-  R-2A (Single Family Dwelling)
-  R-4 (Single Family Dwelling)
-  SUB-A (Single Family Dwelling)

A number line with two scales. The top scale is labeled in miles (mi) with major tick marks at 0, 0.05, 0.1, and 0.2. The bottom scale is labeled in kilometers (km) with major tick marks at 0, 0.1, 0.2, and 0.4. The scales are aligned such that 0.1 miles corresponds to 0.16 kilometers, 0.2 miles corresponds to 0.32 kilometers, and so on.

Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

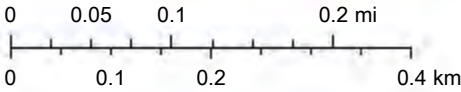
COSF ArcGIS Web Map



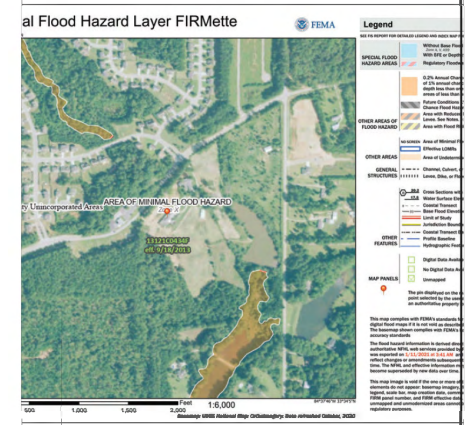
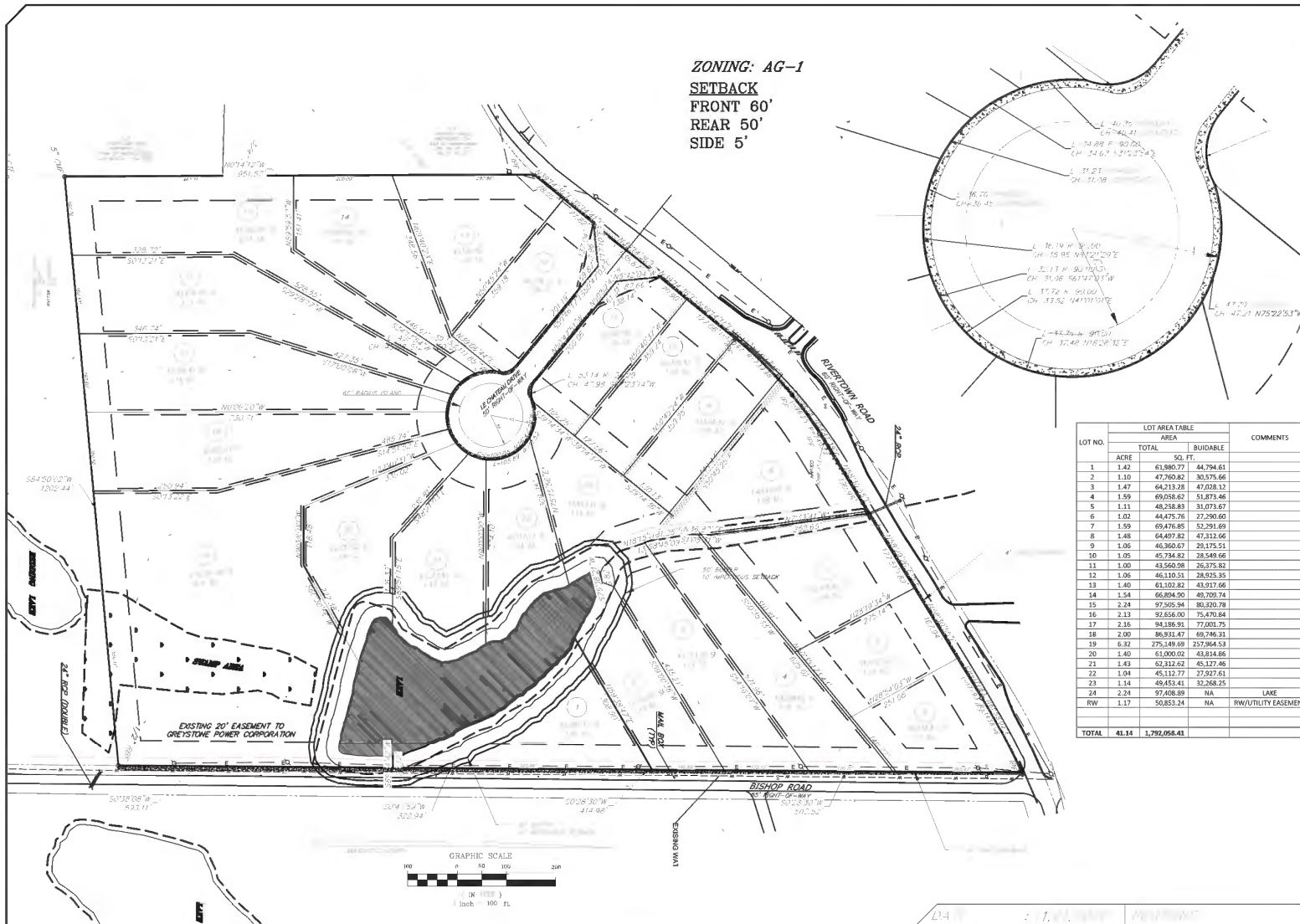
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- | | |
|-------------------------|--------------------------------|
| Address Points | 2035 Future Land Use |
| Street Centerlines | Rural Neighborhood |
| City Limits | South Fulton Pkwy Transitional |
| Tax Parcels from County | |



Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS



TOTAL AREA
41.62 AC.

THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, ENCUMBRANCES, SUBORDINATE COVENANTS, OR OTHER MATTERS OF RECORD WHICH ARE NOT SHOWN. ANY PERSONS OR NOT SHOWN IN THE TITLE COMMITMENT PROVIDED BY THE OWNER, THE FUNDERS, OR ANY ESTATE SUCCESSOR.

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE EASEMENT GRANTOR ON THE PART OF THE SURVEYOR AND BY THIRD PARTIES IS NOT BINDING.

THIS PLAT IS PREPARED FROM A FIELD SURVEY CONDUCTED BY THE SURVEYOR AND ALL MEASUREMENTS ARE BASED ON THE SURVEYOR'S FIELD NOTES AND RECORDS. THE SURVEYOR'S FIELD NOTES AND RECORDS ARE THE ONLY EVIDENCE OF THE SURVEYOR'S WORK.

LAND ENGINEERING & SURVEYING, INC.

2040 Meyers Drive
Lawrenceville, Georgia 30045
Tel: (404) 396-0192
land_engineering@yahoo.com

PRELIMINARY PLAT FOR:

LE CHATEAU ESTATES

**7580 RIVERTOWN ROAD,
SOUTH FULTON, GA 30213
LOCATED IN LAND LOT 119,
7TH DISTRICT,
FULTON COUNTY, GEORGIA**



Creekside

at Oxford Park

REVISED

RECEIVED
MAY 03 2005

Land Use Summary

Total Site Acres = 167.75
Total Lots = 302
Density = 1.80 du/ac
Open Space = 37.88 Buildable Acres (22.6% gross)
(Buildable Acres *do not* include 39.22 acres of wetlands and stream bed
5.31 acres GA Power Easement or 8.77 acres for detention areas)
Total Undeveloped Property = 91.18 Acres (54.4%)
(Does not include 8.77 acres for detention, but does include greenbelt)

Proposed Development Standards

Existing Zoning: AG-1 (Agricultural)
Proposed Zoning: CUP (Single Family Detached Residential)
Min. Lot Area (Eastern Tract) = 8,050 s.f.
Min. Lot Area (Western Tract) = 6,000 s.f.
Min. Lot Width (Eastern Tract) = 70'
Min. Lot Width (Western Tract) = 60'
Min. Road Frontage for Internal Lots = 20'
Min. Front Yard = 20'
Min. Side Yard = 7.5' (Eastern Tract)
Min. Side Yard = 5' (Western Tract)
Min. Side Corner Setback = 20'
Min. Rear Yard = 25' (Eastern Tract)
Min. Rear Yard = 10' (Western Tract)
Min. Heated Floor Area = 2,000 s.f.

Notes:
Information obtained from Clark Design Group, PC; date March 26, 2004.
Information obtained from Fulton County GIS data.
Survey performed.
Property does not lie within a 100-year floodplain limits as shown on
County Flood Map 13121 C0464E; Effective Date: July 22, 1998.
Homeowner's Association will be responsible for maintenance of open space
and utilities to be designed and constructed to Fulton County standards.
State waters and wetlands present on this site. See Plan for location.
Road and utilities, sidewalks, and streetlights are required.
Front, side, and rear yards are required.
Greenbelt buffer will exist along Rivertown Road.
Covenants and architectural controls will apply and will be established by
Homeowner's Association.
All have direct access from Rivertown Road.
Identification Numbers for the overall property are:
0119-032-6 (41 Acre Eastern Tract), and 07-1800-0119-063-1 and
0120-006-7 (127 Acre Western Tract)

DEVELOPER

HAYES DEVELOPMENT, INC
805 EAST LANIER AVENUE
FAYETTEVILLE, GEORGIA 30214
(770) 719-0900
CONTACT: CAL MCSHAN



BOARD OF COMMISSIONERS OF FULTON COUNTY



May 4, 2006

Mr. Randy Hayes
Hayes Development, Incorporated
805 East Lanier Avenue, Suite C
Fayetteville, Georgia 30214

Re: Item 06-0391
Regular Meeting, May 3, 2006
Petition 2006Z 0018 FCS
Bishop Road
Application of Jerry & Donna Henry

Dear Mr. Hayes:

The above-referenced application, 2005Z 0018, has been approved by the Board of Commissioners of Fulton County.

For your information, on April 10, 1991, the Board of Commissioners amended the Zoning Resolution, Article XXVIII, Section 28.6, Expirations & Extensions of Zonings. This amendment requires the applicant to obtain a building permit, certificate of occupancy, or land disturbance permit within 36 months.

A copy of the Verbatim Minutes for the May 3, 2006 Board of Commissioners Regular Meeting will be available upon ratification at the June 7, 2006, BOC Regular Meeting.

For further information, please contact Mr. Randy Beck, Planning Analysis Manager of the Planning and Zoning Division, at 404-730-8053.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Massey", is written over a horizontal line.

Mark Massey
Clerk to the Commission

MM/jb

cc: Mr. Randy Beck, Planning Analysis Manager, Planning & Zoning Division
Clerk's file

The Lakes at Cedar Grove
SP - 1.46U/A

ZOI - 32
5-2-01

C.U.P. COND.
042-149

Density: 1.75 units per A
Min. Lot Size 6,000 Sq.
Min. House Size 1,400 Sq.

Cedar Grove Landing
Density: 2 Units Per Acre
Min. Lot Size 6,000 Sq. Ft.
Min. House Size 1,400 Sq. Ft.

C.U.P. COND.
042-149
3-2-05

APPROVED

Density - 2 Units Per Acre
Min. Lot Size 15,000 Sq. Ft.
Min. House Size 1,400 Sq. Ft.

R-4
COND

202-05

Under Construction - 03

Rivertown Mill
Subdivision

Antioch
Church

Cemetery

Cedar
Grove
Park

Single Family
Residences

AG-1

106

Single Family
Residences

5-3-06

Single Family
Residences

Single Family
Residences

Single Family
Residences

Bishop Place Subdivision

R-2A 1/2 COND.
273-59 AC
6-6-93

2006Z -0018 SFC

WRAP-UP



RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be APPROVED CUP (Community Unit Plan) CONDITIONAL subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to restrict the use of the subject property as follows:
 - a. Single family detached dwellings and accessory uses and structures.
 - b. No more than ~~327~~ **302** total dwelling units at a maximum density of ~~1.95~~ **1.805** dwelling units per acre, whichever is less, based on the total acreage zoned. Approved lot/unit totals are not guaranteed. The developer is responsible through site engineering (at the time of application for a Land Disturbance Permit) to demonstrate that all lots/units within the approved development meet or exceed all the development standards of Fulton County. The total lot/unit yield of the subject site shall be determined by this final engineering.
 - c. The minimum lot size shall be ~~8,050~~ **6,000** square feet ~~for the eastern tract (lots numbered 1-75) and 7,500 square feet for the western tract (lots numbered 76-327) as shown on the site plan referenced in condition 2.a..~~
 - d. The minimum heated floor area per dwelling unit shall be 2,000 square feet.
 - e. **All dwellings shall have a 2-car garage.**
2. To the owner's agreement to abide by the following:
 - a. To the revised site plan received by the Department of Environment and Community Development on ~~February 17, 2006~~ **May 3, 2006***. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. The applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
 - b. All areas which are not part of an individual lot and held in common shall be accessible via dedicated roadways, easements, sidewalks, etc. and shall be

maintained by a mandatory homeowners association, whose proposed documents of incorporation shall be submitted to the Director of the Department of Environment and Community Development for review and approval prior to the recording of the first final plat.

3. To the owner's agreement to the following site development considerations:

a. The minimum design standards are:

Minimum lot width at building line: 60 feet
~~eastern tract, lots numbered 1-75: 70 feet~~
~~western tract, lots numbered 76-327: 75 feet~~

Building setbacks for all lots

Minimum front yard: 20 feet
Minimum side corner yard: 20 feet
Minimum side yard: ~~7.5~~ 5 feet
Minimum rear yard: ~~25~~ 10 feet

b. Provide a staggered setback of all dwelling facades. Staggered setbacks shall be determined by the placement of the dwellings on either side of the dwelling in question. Said setback shall provide a minimum 5-foot variation for single family detached dwellings as measured from the back of curb.

c. Provide a natural buffer, undisturbed except for approved access and utility crossings, improvements, and replantings where sparsely vegetated and subject to the approval of the Fulton County Arborist, adjacent to the following property lines and in the widths shown:

~~50 feet~~ 100 wide around the perimeter of the property except along the ~~west property line~~ along the property line labeled ~~S00°34'58"E 116.39'~~ as shown on the site plan referenced in condition 2.a., with no additional setback for all improvements or as may be approved by the Director of the Department of Environment and Community Development. Provided compliance with Article 34.7 is proven at time of application for a land disturbance permit, reduce the ~~100~~ 50-foot buffer for lots numbered ~~44-73~~ 82 thru 85, as shown on the plan reference in condition 2.a., and provide a 6-foot high fence along the property line.

d. All dwellings on lots abutting Rivertown Road and Bishop Road shall be four sided brick, stucco, stone, stacked stone and masonry accent materials (i.e. shake cedar architectural accents in gables) or a combination thereof. Remaining lots shall have a minimum front and 2-sides of each house composed of brick, stone, stacked stone, stucco, and masonry accent materials (i.e. shake cedar architectural accents in gables) or a combination thereof.

e. Vinyl and aluminum siding are prohibited.

f. The community and amenity areas shall include a pool, a clubhouse as well as walking trails and shall be accessible by sidewalks and/or trails.

4. To the owner's agreement to abide by the following traffic requirements, dedications and improvements:

a. Reserve for Fulton County along the necessary property frontage of the following roadways, prior to the approval of a Land Disturbance permit, sufficient land as necessary to provide for compliance with the Comprehensive Plan. All building setback lines shall be measured from the dedication but at no time shall a building be allowed inside the area of reservation. All required landscape strips and buffers may straddle the reservation line so that the reservation line bisects the required landscape strip or buffer. At a minimum, 10 feet of the required landscape strip or buffer shall be located outside the area of reservation. All required tree plantings per Article 4.23 shall be placed within the portion of the landscape strip or buffer that lies outside the area of reservation.

45 feet from centerline of Bishop Road;

45 feet from centerline of Rivertown Road.

b. Dedicate at no cost to Fulton County along the entire property frontage, prior to the approval of a Land Disturbance Permit, sufficient land as necessary to provide the following rights-of-way, and dedicate at no cost to Fulton County such additional right-of-way as may be required to provide at least 10.5 feet of right-of-way from the back of curb of all abutting road improvements, as well as allow the necessary construction easements while the rights-of-way are being improved:

30 feet from centerline of Bishop Road;

30 feet from centerline of Rivertown Road.

5. To the owner's agreement to abide by the following:

a. Prior to submitting the application for a (LDP) with the Department of Environment and Community Development, Development Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.

b. Prior to submitting the application for an LDP, arrange an on-site evaluation of existing specimen trees/stands, buffers, and tree protection zones within the property boundaries with the Fulton County Arborist. A signed copy of

the results of these meetings will be required to be submitted along with the application for an LDP.

- c. Prior to submitting the application for an LDP, the developer/engineer shall contact the Public Works Department, Water Services Division, and arrange to meet on-site with an engineer from the Surface Water Management Program (SWMP), who is responsible for review of Storm Water Concept Plan submittals.
- d. Prior to submitting the application for an LDP, the developer and/or engineer shall submit to the SWMP, through the Development Review Division, a project Storm Water Concept Plan. This concept plan shall indicate the preliminary location of the storm water management facilities intended to manage the quality and quantity of storm water. The concept plan shall specifically address the existing downstream off-site drainage conveyance system(s) that the proposed development surface runoff will impact, and the discharge path(s) from the outlet of the storm water management facilities to the off-site drainage system(s) and/or appropriate receiving waters. As part of the Storm Water Concept Plan submittal, a preliminary capacity analysis shall be performed by the engineer on the off-site drainage system(s) points of constraint. The capacity analysis shall determine the capacity of all existing constraint points, such as pipes, culverts, etc. from the point of storm water discharge at the proposed development site boundary downstream to the confluence of the receiving drainage course at a point where the drainage area is at least ten times the proposed development site area and the next downstream drainage area having a drainage area of fifty acres or more. The critical capacity points shall be selected based upon the engineer's field observation, professional judgment, and limited field survey data. The analysis shall identify the downstream properties pre and post-development 100-year water surface elevations, and for any post-development water surface elevation increase exceeding 0.05 feet, the developer shall acquire the applicable offsite drainage easement to accommodate the 100-year storm flow through impacted properties. Where Fulton County has completed a model of the basin, it shall be used by the developer in the analyses.
- e. Where storm water currently drains by sheet flow and it is proposed to be collected to and/or discharged at a point, such that the discharge from the storm water management facility outlet crosses a property line, such discharge shall mimic pre-development sheet flow conditions. A description of the method proposed to achieve post-development sheet flow conditions shall be provided as part of the Storm Water Concept Plan. Should the method to achieve sheet flow across an external property line be unsuccessful, the developer shall acquire an easement(s) from the point of discharge to a point down gradient at a live dry weather stream sufficient to contain the 25 year storm flow or other location as approved by the Director

of Public Works. This condition will not apply when the storm water management facility is designed and approved to discharge directly to a stream or watercourse.

- f. A draft of the Inspection and Maintenance Agreement required by Fulton County Code Section 26-278 shall be submitted to the Department of Public Works with the Storm Water Concept Plan.
- g. The Inspection and Maintenance Agreement shall provide that all storm water management/detention facility outlet control structures shall be inspected, photographed, and cleaned, if necessary, on a monthly basis, by the owner. The Inspection and Maintenance Agreement shall require that the design engineer shall prepare an operation and maintenance guidance document, for use by the owner and/or any professionals retained by the owner, to plainly describe the basic operational function of the facility(ies), including a description of a permanent marker post(s) which shall indicate that the level of sediment which, if exceeded, requires sediment removal. The Inspection and Maintenance Agreement shall require an annual operation and maintenance report for all storm water management/detention facilities be prepared by a licensed design professional and submitted to the SWMP. The annual report shall include monthly inspections, photographs, and documentation of the cleaning of storm water management/detention facilities outlet control structure(s) as well as an operational assessment of the facilities indicating that they do, or do not, function as described in the design guidance document (described above), and if they do not, a description of the specific actions to be taken to allow the facilities to function as intended.
- h. The required Inspection and Maintenance Agreement shall be recorded with the Clerk of Superior Court prior to issuance of an LDP, Grading Permit, or Building Permit associated with the development.
- i. The engineer/developer is required to submit, along with the application for an LDP, signed documentation verifying approval of the Storm Water Concept Plan.
- j. Where paved parking areas (including access aisles) are proposed to exceed 5,000 square feet, the storm water management facilities shall be designed to reduce pollutants such as oil, grease and other automobile fluids that may leak from vehicles. A general description, or concept, of the storm water management facilities proposed to achieve the removal of such pollutants shall be submitted with the Storm Water Concept Plan. A detailed design of such facilities shall be included in applicable documents for a land disturbance permit.

- k. With the application for an LDP, provide documentation (such as channel cross-sections, centerline profile, etc.) describing the geometry of those existing natural streams, creeks, or draws within the proposed development boundary which in the design engineer's judgment are at risk of erosion due to increased flow, provide a description of the basis utilized in judging areas to be at risk, and provide details on the Storm Water Management Plan of the post-development channel bank protection measures.
- l. The developer/engineer shall demonstrate to the County by engineering analysis submitted with the LDP application, that the discharge rate and velocity of the storm water runoff resulting from the development is restricted to seventy-five percent (75%) of the pre-development conditions for the 1-year frequency storm event, up to and including the ten (10)-year frequency storm event.
- m. Drainage from all disturbed areas shall be collected and conveyed to a storm water management facility provided as part of the development. The Storm Water Concept Plan shall identify any proposed areas with incidental and minor release of storm water not conveyed to such facilities, subject to the approval of the Director of Public Works. Plans for any land disturbance permit shall show all proposed drainage patterns for the proposed development after its completion. Any incidental release of unmanaged or untreated storm flows from any disturbed portion of the developed property shall be allowed only with the approval of the Director of Public Works. Other than minimal incidental flows shall be specifically approved by the Director of Public Works. Bypass flows will not be permitted except from undisturbed areas within a buffer or other protected easement. Final plans shall provide for collection, conveyance and treatment of all approved incidental flows from developed lots or parcels, individual residences or building structures.
- n. Storm water management facility(ies) volumes shall be designed to achieve water quality treatment, channel protection, over bank flood protection and extreme flood protection, in accordance with the Georgia State Storm water Manual, except that the duration of release for water quality treatment shall be 48 hours.
- o. The developer/engineer is responsible to submit with the application for Land Disturbance Permit (LDP) a floodplain hydrology and hydraulic study. This floodplain study shall establish the on-site pre-development 100-year storm frequency Base Flood Elevation (BFE) of the pre-development floodplain. The LDP Storm Water Management Plan shall graphically depict the pre-development floodplain horizontal boundaries and show the BFE.
- p. The developer/builder at the Building Permit application shall demonstrate to the County that each lot and/or building site with established 100-year pre-

development floodplain BFE, complies with the County's floodplain lowest floor elevation requirement, prior to the inspection and approval of the structure's foundation under construction. The FEMA Elevation Certificate shall be utilized to demonstrate that the top of the structure lowest floor complies with county requirements.

- q. The developer/builder, at the Building Permit application shall provide to the County a lot site grading plan that shows the BFE and graphically depicts the pre-development 100-year floodplain horizontal boundary, and proposed structure foundation location, including lot's buildable area required by the County code.

Rezoning Impact Statement

PETITION: LE CHATEAU

Proposed Residential Units

JURISDICTION: South Fulton

Single-family detached 23 Townhouses 0 Apartments 0 Condominiums 0

HOME SCHOOL	PROJECTED BASELINE ENROLLMENT ^A	GADOE CAPACITY	EST. # NEW FCS STUDENTS GENERATED	PROJECTED UNDER/OVER CAPACITY ^B	
				WITHOUT DEV	WITH DEV
West, Evoline ES	712 to 756	750	1 to 11	-38 to 6	-38 to 17
Bear Creek MS	1,050 to 1,114	1,075	0 to 3	-25 to 39	-25 to 42
Creekside HS	1,667 to 1,771	1,900	1 to 6	-233 to -129	-232 to -123
TOTAL			2 to 20		Insufficient historical data to run report? <input type="checkbox"/>

HS REGION: Creekside HS

One single-family detached unit generates:

AVERAGE - 1 STD DEV

AVERAGE + 1 STD. DEV.

0.024944	to	0.468866	elementary school students
0.014178	to	0.141218	middle school students
0.055915	to	0.246061	high school students

One townhouse unit generates:

0.023443	to	0.484133	elementary school students
0.064227	to	0.308501	middle school students
0.105754	to	0.407882	high school students

One apartment unit generates:

0.015226	to	0.116806	elementary school students
0.000000	to	0.035671	middle school students
0.002260	to	0.068718	high school students

One condominium unit generates:

	to		elementary school students
	to		middle school students
	to		high school students

(Note: Empty/null values indicate insufficient historic data)

^A Forecasted enrollment for the 2021-22 school year

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

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

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



PUBLIC PARTICIPATION PLAN FORM D

Applicant: Boye, Akinola

1. The following individuals (property owners within a quarter mile of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified in accordance with the requirements of Article 28.4.7 of the Fulton County Zoning Resolution:

Individuals within a quarter mile of 7580 Rivertown Rd. COFS will provide the 1/4 mile list a virtual meeting.

2. The individuals and others listed in 1. above will be notified of the requested modification using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

All individuals and others listed in 1 above will be contacted by letters in the mail

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

The aforementioned individuals and others listed in 1 above

will be allowed to attend by ZOOM meeting.

at the minimum one meeting on a Wednesday (date and time TBD)

Attach additional sheets as needed.



PUBLIC PARTICIPATION PLAN REPORT FORM E

Applicant: Boye, Akinola Petition No. _____

Date: _____

1. The following parties were notified of the requested modification:

See attached list of invitees

2. The following meetings were held regarding this petition:
(Include the date, time and meeting location.)

A Zoning Condition Modification for FOR 7580 RIVERTOWN RD, COSF was held on June 30,
2021 between the hours of 5:00 pm and 6:00 pm. Meeting was held via zoom.

3. The following issues and concerns were expressed:

Effect of the proposed modification on the traffic, school system and infrastructure in the
neighborhood. Also the quality of the proposed homes, anticipated time frame for building
out the subdivision

4. The applicant's response to issues and concerns was as follows:

The applicant assured the meeting that because the proposed modification will reduce
possible housing density from 1.8 units per acre to 0.6 units per acre, impact on the items
noted will be much less than what would be the case with existing conditions. Applicant also
noted that only higher quality homes \$750, 000 to over \$1.5 million with 3500 to over 10,000
square-footage are anticipated.

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

Copies of meeting notice, List of attendees (sign-in) and Plans & Drawings that the applicant shared with the meeting.

LIST OF INVITEES

ADJACENT PROPERTY OWNERS/NEIGHBORHOOD ASSOCIATIONLETTERS

Owner	OwnerAddr1	OwnerAddr2
2015 3 IH2 BORROWER LP	901 MAIN ST SUITE 4700	DALLAS TX 75202
AIKEN FITZROY & JUDY	6625 DELEWARE BND	FAIRBURN GA 30213
ANTIOCH UNITED METHODIST CH	7650 RIVERTOWN RD	FAIRBURN GA 30213
ATKINSON WILLIAM L & EVANS COLETT	120 SUWANEE CIR	FAIRBURN GA 30213
BETHEL STEVEN	7606 BRAZOS TRL	FAIRBURN GA 30213
BROWN GEORGIA D	7598 BRAZOS TRL	FAIRBURN GA 30213
BROWN ROBIN SABRINA	6640 DELAWARE BEND	FAIRBURN GA 30213
BROWN TAMEKA Y	6641 DELAWARE BEND	FAIRBURN GA 30213
BROWN WILLIAM	7586 BRAZOS TRL	FAIRBURN GA 30213
BURKES NICOLE E	7607 BRAZOS TRL	FAIRBURN GA 30213
CAMERON MELVIN Y CAMERON DEQUANNIA C	6624 DELAWARE BEND	FAIRBURN GA 30213-2468
CAMPBELL ANGELLA	6633 DELAWARE BEND	FAIRBURN GA 30213
CAMPBELL LEE H & AMBER J	6744 DELAWARE BEND	FAIRBURN GA 30213-2469
CHILDS SAMANTHA	6632 DELEWARE BND	FAIRBURN GA 30213
CROUCH JAMES W	6800 BISHOP RD	FAIRBURN GA 30213
CROUCH PHILLIP	7380 RIVERTOWN RD	FAIRBURN GA 30213
CSH 2016 1 BORROWER LLC	8665 E HARTFORD DR SUITE 200	SCOTTSDALE AZ 85255
DAVIS DEBRA	6728 DELAWARE BEND	FAIRBURN GA 30213
DEENA ADAIR TRUST THE	6834 POTOMAC PL	FAIRBURN GA 30213
DENNIS LARRY	6753 DELAWARE BEND	FAIRBURN GA 30213
DORSEY HARVEY MADDEN DORSEY MARVIS	6814 POTOMAC PL	FAIRBURN GA 30213
ELLIS DANA & LUCILLE	6818 POTOMAC PL	FAIRBURN GA 30213
FIELDS MARY R & WILLIE JR	6644 DELAWARE BEND	FAIRBURN GA 30213
GREENFIELD PROPERTIES LLC	P O BOX 150	MARIETTA GA 30061
GRIFFIN JONAS J	6847 POTOMAC PL	FAIRBURN GA 30213
HARGROVE LAFAYETTE B III	6839 POTOMAC PL	FAIRBURN GA 30213
HENRY DONNA K & JERRY W	7580 RIVERTOWN RD	FAIRBURN GA 30213
HOLMES CRAIG	6748 DELAWARE BND	FAIRBURN GA 30213
HOUSING VENTURE PARTNERS L L C	6850 BISHOP RD	FAIRBURN GA 30213
IGA CAPITAL GROUP LLC	2691 MATHEWS ST SE	SMYRNA GA 30080
IH3 PROPERTY GEORGIA L P	10 GLENLAKE PKY STE 400	ATLANTA GA 30328-3421
JACKSON BARBARA	6732 DELAWARE BEND	FAIRBURN GA 30213
JAMES CHANEL & JAMES MICHAEL	130 SUWANEE CIR	FAIRBURN GA 30213
JENNETTE LAVELLE	6842 POTOMAC PL	FAIRBURN GA 30213
KNIGHT GROUP INC THE	9497 THORNTON RD	JONESBORO GA 30236
LAFOON JEFFREY D & RHONDA R	6890 BISHOP RD	FAIRBURN GA 30213
LAFOON MICHAEL T	6900 BISHOP RD	FAIRBURN GA 30213
LONG HARRY J	110 SUWANEE CIR	FAIRBURN GA 30213
LOUIS TAYON	130 BELAIRE CV	FAIRBURN GA 30213
LUCAS TAMIKA & MICHAEL	6737 DELAWARE BEND	FAIRBURN GA 30213
MANLEY MICHELE C	6749 DELAWARE BEND	FAIRBURN GA 30213
MATHIS STACIE N	6835 POTOMAC LANE	FAIRBURN GA 30213-5410
MAYBERRY JUANDA	7570 BRAZOS TRL	FAIRBURN GA 30213
MC NEIL JACQUELINE M	7622 BRAZOS TRL	FAIRBURN GA 30213
MICHAEL ANTHONY STEPHENS INC	380 PINE RIDGE BND	STONE MOUNTAIN GA 30087
MUSANTE JOYCE LOUISE	7545 RIVERTOWN RD	FAIRBURN GA 30213
NEW MILLENNIUM CUSTOM HOMES LLC	840 PINE RIDGE BND	STONE MOUNTAIN GA 30087
PASCHAL LATASHA	7599 BRAZOS TRL	FAIRBURN GA 30213
RACKLEY DAPHNE C	6724 DELAWARE BEND	FAIRBURN GA 30213
READUS ANTHONY T	6843 POTOMAC PL	FAIRBURN GA 30213
REDDING WILLIAM P & JANICE M	6895 BISHOP RD	FAIRBURN GA 30213
REDDING WILLIAM P & JANICE M	6915 BISHOP RD	FAIRBURN GA 30213
REESE TERESA A	7578 BRAZOS TRL	FAIRBURN GA 30213
RICHARDSON ELTON M & DIONNE M	6736 DELAWARE BEND	FAIRBURN GA 30213
RICKETTS MARCIA	6729 DELAWARE BEND	FAIRBURN GA 30213
RIVERTOWN HOMEOWNERS ASSOCIATION INC	1100 N MEADOW PKWY SUITE 116	ROSWELL GA 30076
RIVERTOWN HOMEOWNERS ASSOCIATION INC	1585 OLD NORCROSS RD STE 101	LAWRENCEVILLE GA 30046
RIVERTOWN HOMEOWNERS ASSOCIATION INC	1100 N MEADOW PKWY SUITE 114	ROSWELL GA 30076
RIVERTOWN ROAD LLC	4062 PEACHTREE RD NE STE A #277	ATLANTA GA 30319
SANCHEZ ACOSTA ARELY & ISLAS-ESPEJEI LUIS M	7574 BRAZOS TRL	FAIRBURN GA 30213
SCHWITZ DONNA MARIE COLE	6915 BISHOP RD	FAIRBURN GA 30213
SECRETARY OF VETERANS AFFAIRS	3401 W END AVE W SUITE 760	NASHVILLE TN 37203
SMITH ANN MARGARET	7590 BRAZOS TRL	FAIRBURN GA 30213
SPEED JAKIVA T	7594 BRAZOS TRL	FAIRBURN GA 30213
STEVENSON JEROME	6757 DELAWARE BEND	FAIRBURN GA 30213
TATE ERNEST N	6850 BISHOP RD	FAIRBURN GA 30213
TAYLOR EDGAR IV ET AL	6740 DELAWARE BND	FAIRBURN GA 30213
TRT LOGISTICS LLC MICHAEL JONES II	6752 DELAWARE BND	FAIRBURN GA 30213
TRUSTEES OF ANTIOCH UNITED METHODIST CHURCH	P.O. BOX 308	PALMETTO GA 30268
TURNER ANITA	6761 DELAWARE BND	FAIRBURN GA 30213
TURNER ROYCE L SR	7603 BRAZOS TRL	FAIRBURN GA 30213
WHITE LUCRETIA M	6621 DELAWARE BEND	FAIRBURN GA 30213
WHITE SHEMEKA JANESE & BOWENS CARLOS BERNARD	7602 BRAZOS TRL	FAIRBURN GA 30213
WHITLEY CYNTHIA	6636 DELAWARE BND	FAIRBURN GA 30213
WILLIAMS ERIKA J & EDWARD JR	6648 DELAWARE BEND	FAIRBURN GA 30213
WILLIAMS KORENDA R & DERRICK R	6629 DELAWARE BEND	FAIRBURN GA 30213
WILLIS CLIFFORD & PAMELA	6827 POTOMAC PL	FAIRBURN GA 30213
WRIGHT CURTIS L & CATHERINE	7610 BRAZOS TRL	FAIRBURN GA 30213
YOUNG JAMIL T & YOUNG NAKISHA K	120 PONDRLIDGE LANE	MOOREVILLE NC 28117

INVITATION

ZONING CONDITION MODIFICATION FOR 7580 RIVERTOWN RD, COSF

You are invited to a zoom meeting on June 30, 2021 between the hours of 5:00 pm and 6:00 pm, to be informed of our request for a zoning condition modification for the referenced property.

We are requesting a modification to the existing condition to allow us to build luxury homes in the property. The current zoning condition allows a density of 1.8 dwelling units per acre. The requested modification will lower the density to 0.60 dwelling units per acre, with each lot being at least 1 acre.

There is a great demand for our homes and the proposed subdivision will attract upscale commercial developments to COSF. Additionally, with fewer units there will be, less stress on the City's infrastructures, and more green space will be preserved.

If you have any questions contact Maurice Ukadike (representative): at 770-365-7840: mukadike@gmail.com

See details below:

Topic: Zoning Condition Modification Meeting for 7580 Rivertown Rd. COSF

Time: Jun 30, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/7090166490>

Meeting ID: 709 016 6490

One tap mobile

+13017158592,,7090166490# US (Washington DC)

+13126266799,,7090166490# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

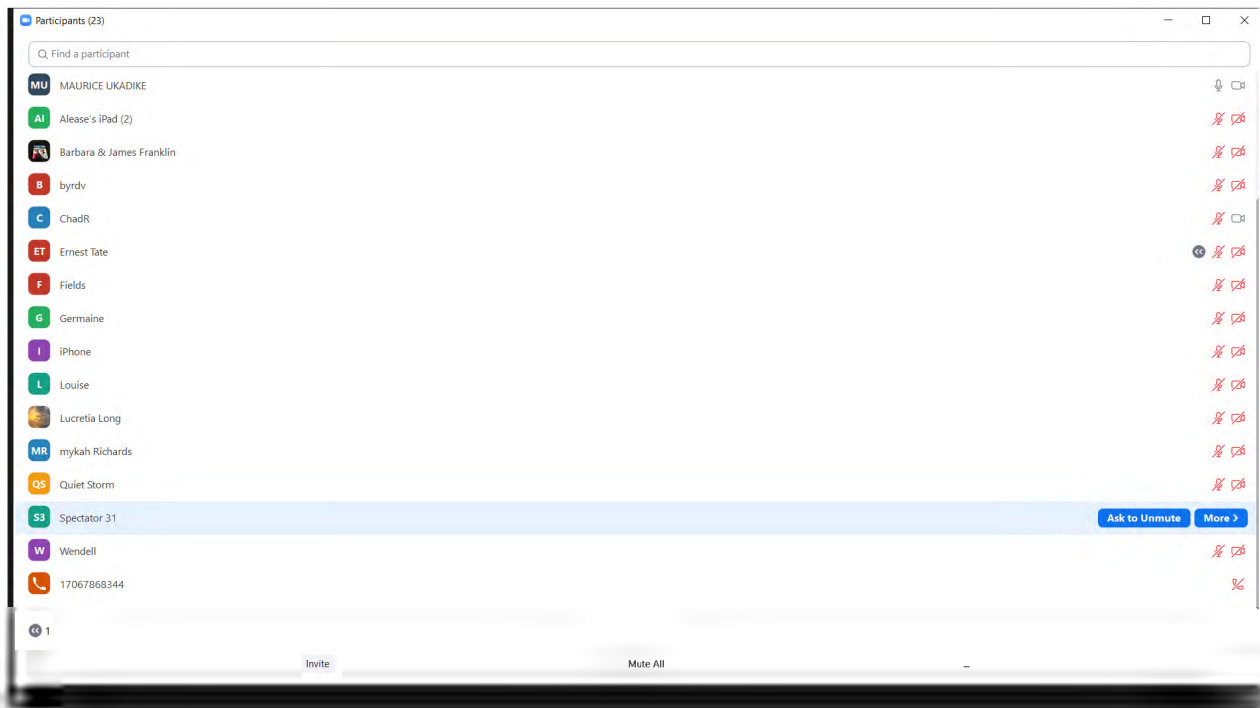
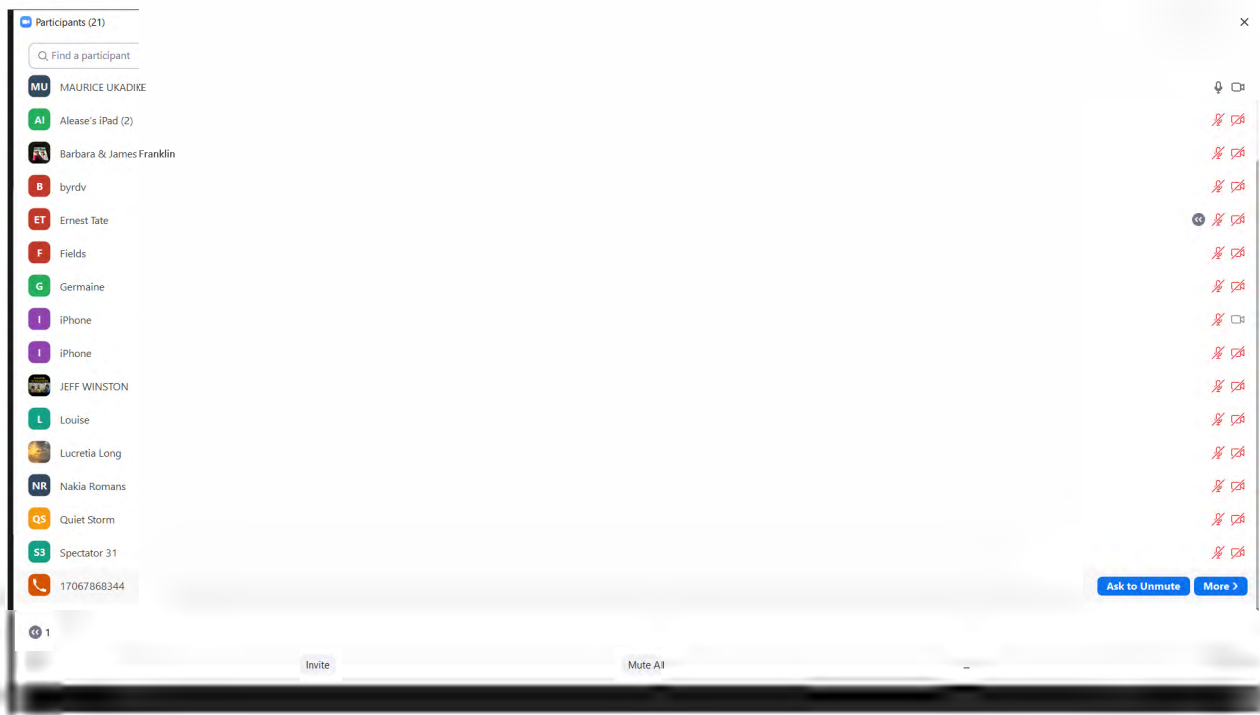
+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 709 016 6490

Find your local number: <https://zoom.us/j/7090166490>

Name	Email	Address	Phone number	Comments
Barbara Franklin	brfrank73@gmail.com	693 Bear Trail Fairburn, Ga 3	4049660350	Beautiful Homes
Mykah Richards	luxuryhomesbymykah@gmail.com	122 Kiram Terrace SW Atlant	6789942366	
Germaine Brown	germainetb@gmail.com	545 Lakeside View, Fairburn,	678-230-9155	
William Redding	williampr@bellsouth.net	6895 Bishop Road, Fairburn,	4043913306	
Vivian Byrd	chefvivianf@hotmail.com	6818 Potomac Place	678-570-6250	Please continue engagement with the local residents near this development. There is a lot of concern about any development in this area. I like the diversity of development but there will be community push back without sufficient community engagement.
Chad Regans	chadregans@hotmail.com	6817 Oconee Place	4049131990	
Boye	boye@boyearchitect.com		4047870139	www.boyehomeplans.com
Stacie Mathis			4045092366	
Ernest Tate	entatelaw@gmail.com	6850 Bishop Road Fairburn, Ga 30213		
Councilwoman Gilyard	Naeema.Gilyard@cityofsouthfultonga.gov			
Lucretia Long				
Jeff Winston				
Louise				
Fields				
Spectator 31				
Nakia Romans				
Unidentified guest			7067868344	
Unidentified guest			iphone	
Unidentified guest			iphone	
Maurice Ukadike	mukadike@gmail.com			
Alesa			ipad	
Darlita Moye	dejaimoye@gmail.com			
Mykah Richards				
Chad R				
Quiet Storm				



ATTACHMENT


PROPOSED NEW LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, FAIRBURN, GA
PRELIMINARY MASTERPLAN



DEVELOPER



MASTERPLAN ARCHITECT

 **BOYE ARCHITECTURE**
ARCHITECT BOYE AKINOLA, AIA
404-787-0139
WWW.BOYEHOMEPANS.COM
WWW.BOYERCHITECTURE.COM

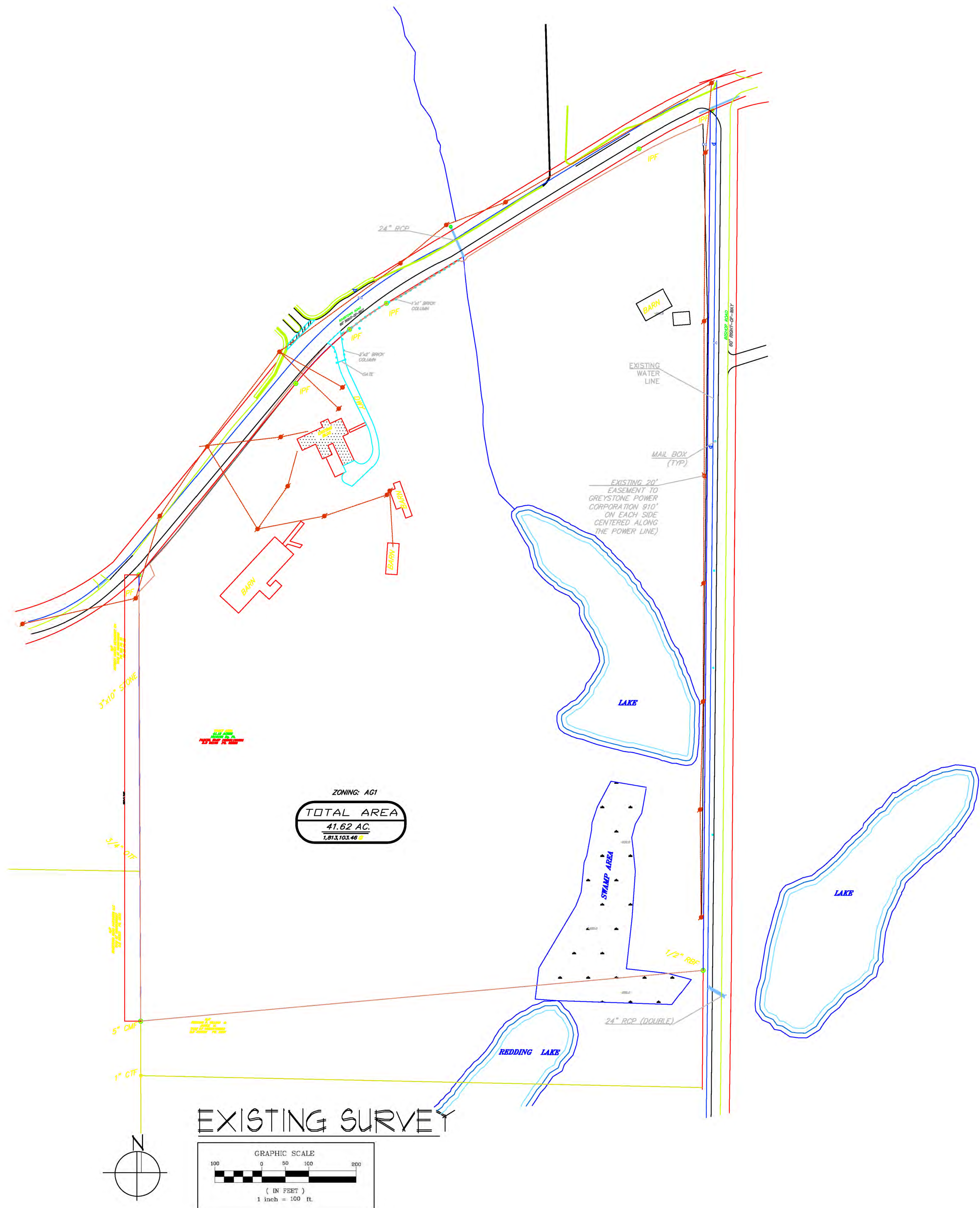
CIVIL ENGINEER/PLANNER:

DR. MAURICE UKADIKE, PE
770-365-7840

PRELIM. DESIGN SUBMITTAL - FEBRUARY 26, 2021



LOT NO.	LOT AREA TABLE		COMMENTS
	TOTAL	BUILDABLE	
	ACRE	SQ. FT.	
1	1.10	48,116.49	30,930.33
2	1.02	44,323.01	27,137.85
3	1.17	50,874.82	33,686.66
4	1.30	56,499.23	39,314.07
5	1.22	53,054.36	35,869.20
6	1.22	53,336.68	36,151.52
7	1.68	73,365.71	56,180.55
8	2.00	86,971.18	69,786.02
9	1.78	77,944.59	58,796.43
10	1.00	43,740.98	26,555.82
11	1.21	52,632.79	35,447.63
12	1.02	44,265.02	27,079.86
13	1.15	50,004.58	41,419.42
14	2.38	94,750.13	77,564.97
15	2.07	90,332.54	73,147.38
16	2.19	95,549.93	78,364.77
17	1.87	81,447.38	64,262.02
18	5.20	226,643.17	209,458.01
19	2.19	95,429.88	78,244.72
20	2.09	90,833.50	73,648.34
21	1.69	73,896.33	56,301.37
22	1.13	49,227.79	32,042.63
23	0.58	25,387.32	NA
24	2.24	97,408.89	NA
25	0.50	39,349.39	NA
RW	0.24	10,462.72	NA
TOTAL	41.14	1,792,058.40	20' R/W DEDICATION

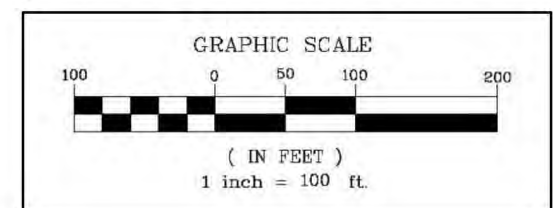


THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, SUBSURFACE CONDITIONS, OR OTHER MATTERS OF TITLE WHICH ARE NOT VISIBLE, NOT RECORDED, OR NOT DISCLOSED IN THE TITLE COMMITMENT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY AGENTS THEREOF.

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES STATED ON THE FACE OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER. LINEAR PRECISION OF TRAVERSE: 1/10,000". ANGULAR ERROR: 10" PER POINT. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/10,000". MATTERS OF TITLE ARE EXEMPTED.

EXISTING SURVEY



TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 1270
ATLANTA, GA 30326
T - 404-787-0139
WWW.BOYEHOMESPLANS.COM

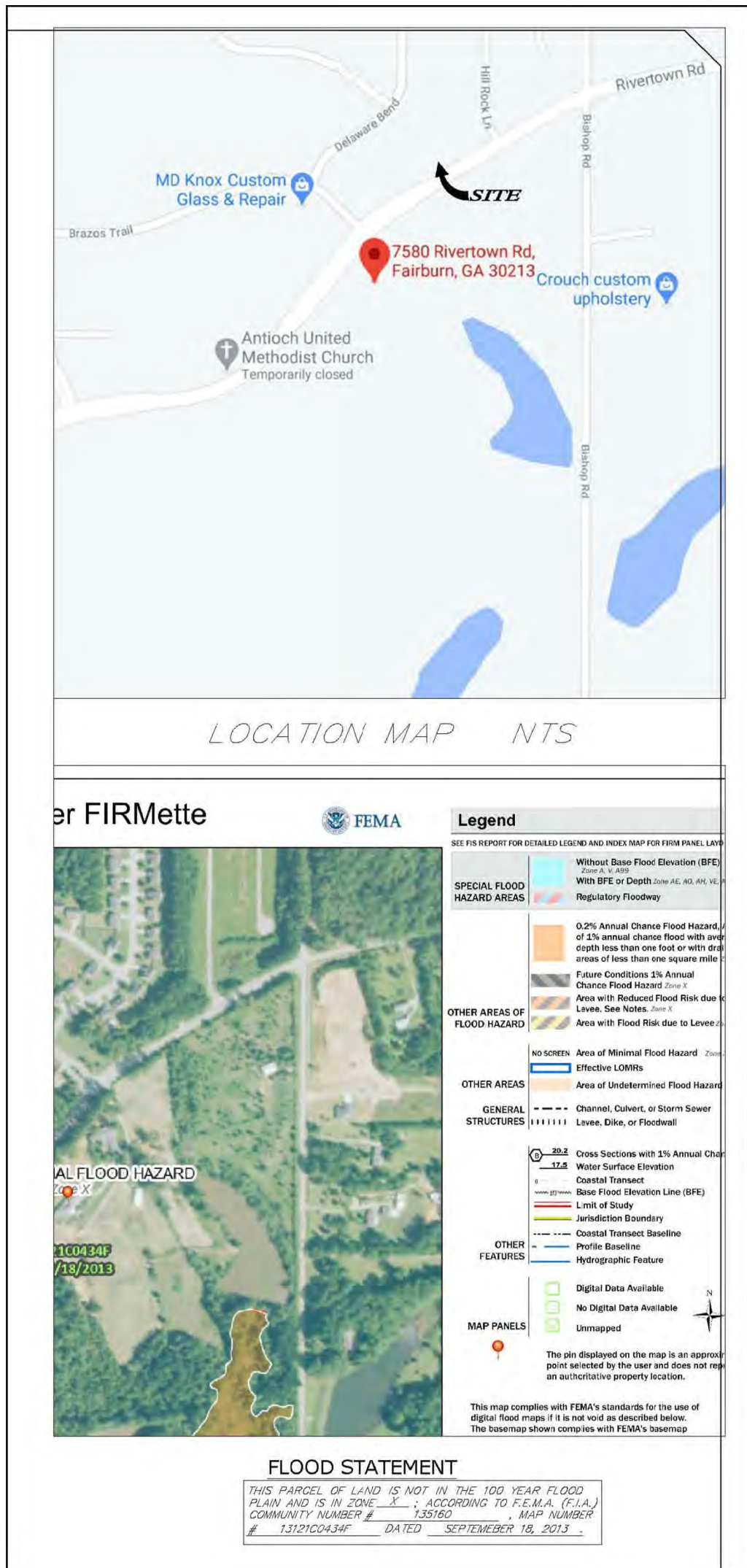
LUXURY ARCHITECTURE BY:
BOYE ARCHITECTURE

PROPOSED
LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, FAIRBURN SITE DEVELOPMENT

BUILDER/DEVELOPER:
BOYE LUXURY HOMES-BUILDER/DEVELOPER

REVISIONS		DATE	PROJECT NO.
1	10/30/20-revised	10/30/20	2020-101
2	12/03/20-revised	12/03/20	
3	02/10/21-revised	02/10/21	
4	02/26/21-revised	02/26/21	
SCALE		As noted	SHEET NO. S-1
DRAWN		BA	

NOT RELEASED FOR CONSTRUCTION



PRELIMINARY PLAT FOR:
LE CHATEAU ESTATES
7580 RIVERTOWN ROAD,
SOUTH FULTON, GA 30213
LOCATED IN LAND LOT 180,
7TH DISTRICT,
FULTON COUNTY, GEORGIA

100 FT.

DATE: 11/21/2020
SCALE: 1"=100'
DRAWN BY: JMK
CHECKED BY: COA
PROJECT ID: 2020181

REGISTERED GEORGIA LAND SURVEYOR #3253

LAND ENGINEERING & SURVEYING, INC.
2040 Meyers Drive
Lawrenceville, Georgia 30045
Tel: (404) 396-0192
land_engineering@yahoo.com



APPLICATION FOR ADMINISTRATIVE OR ZONING MODIFICATIONS

The undersigned, having an interest in the property herein described respectfully request:

SECTION I

MODIFICATION #: _____

(To be assigned by the City of South Fulton)

- ☐ A. **ADMINISTRATIVE MODIFICATION:** A modification of a condition(s) of zoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Community Development & Regulatory Affairs.
- ☐ B. **ZONING MODIFICATION:** A modification of a condition(s) of zoning or Use Permit where public interest has been determined. This requires a public hearing by the City of South Fulton Councilmembers.

If "A" was denied, list previous case number: #M _____

- 1) Planner who determined the type of Modification you should file: Marissa Jackson
- 2) Identify the specific condition(s) being modified as provided by the Planner. State the condition number(s) and letter(s) (e.g. 2-b, 2-e). 1b ; 2a ; 2c ; 3f ; 4 ; 5
_____; _____ **See attached narrative**
- 3) Petition number of the Zoning or Use Permit to which this application applies #20067-0018 SFC
Current zoning district CUP Conditional
- 4) Attach a copy of Legal Description [must be metes and bounds] or complete the following information if the property is within a recorded subdivision.

SUBDIVISION NAME: Le Chateau UNIT/PHASE: _____

LOT NUMBER: _____ BLOCK DESIGNATION: _____ LAND LOT(S): 180

DISTRICT/SECTION: 7 / _____ RECORDED IN PLAT BOOK: 3210 PAGE: 331

ROAD NAME: Rivertown Road

M21-005

NOTICE: Sections III or IV below **MUST** be signed and notarized when application is submitted. If Section III is signed and notarized, applicant need only complete Section IV as "Applicant", notarization of Section IV is not necessary.

SECTION III: Owner states under oath that he/she is the owner of property described in the attached legal description, which is made part of this application for a Modification.

Jerry W. & Donna K. Henry

TYPE OR PRINT OWNER'S NAME

7580 Rivertown Road

ADDRESS

Fairburn, GA

30213

CITY & STATE

ZIP CODE

OWNER OF PROPERTY (SIGNATURE)

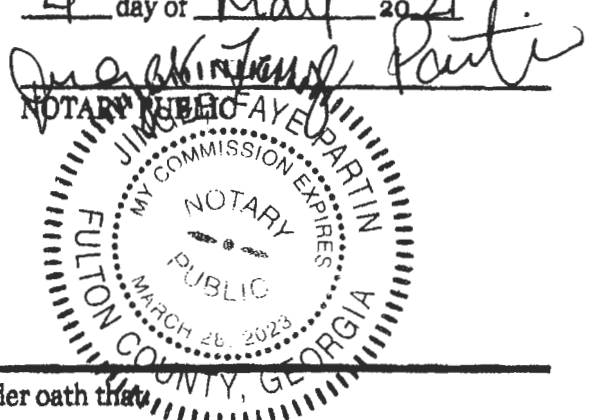
404-550-3753

PHONE NUMBER

jerrywhenry@gmail.com

EMAIL ADDRESS

Sworn to and subscribed before me this
4 day of May 20 21



SECTION IV: Applicant, if different from the Owner, states under oath that:

- 1) Applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach copy of Power-of-Attorney and type name of Owner as indicated in Section III; or
- 2) Applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach copy of contract and type name of Owner as indicated in Section III; or
- 3) Applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of lease and type name of Owner as indicated in Section III.

APPLICANT (SIGNATURE)

BOYE AKINOLA, ALA

TYPE/PRINT NAME OF APPLICANT

3560 LENOX ROAD, SUITE 1270

ADDRESS

ATLANTA, GA 30326

CITY & STATE

ZIP CODE

404-787-0139

PHONE NUMBER

BOYE@BOYEARCHITECT.COM

EMAIL ADDRESS

Sworn to and subscribed before me this

22nd day of April 20 21

Siray Johnson Freeman
NOTARY PUBLIC

SEE ATTACHED
CONTRACT

Siray Johnson Freeman
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires 8th day of May, 2023

Indicate which of the above is applicable: 1 _____ 2 X or 3 _____

SECTION V: Attorney or Agent, if different from the applicant and/or owner

SIGNATURE OF ATTORNEY/AGENT
AGENT

CHECK ONE: [] ATTORNEY []

ADDRESS

CITY & STATE

ZIP CODE

PHONE NUMBER



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

- Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of the City Council.

CIRCLE ONE: YES ☐ NO ☒

If the answer is YES, proceed to sections 1 through 4.

If the answer is NO, complete only section 4.

1. CIRCLE ONE: Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. CAMPAIGN CONTRIBUTIONS:

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

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

Name (print) **Boye Akinola**

Signature: _____ Date: **04/29/21**

PRE-APPLICATION REVIEW FORM

Office use only:

I hereby certify that I have completed a preliminary review of the site plan for this project and determined that it meets the minimum standards specified by Article 28.5.2 of the Fulton County Zoning Resolution.

Staff signature: _____

Marissa Jackson
Planning Division
Community Development & Regulatory Affairs

Date: _____

May 14, 2021

Staff printed name: _____

MARISSA JACKSON

The undersigned acknowledges that the site plan is submitted in accordance with Article 28.5.2 of the Fulton County Zoning Resolution and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: _____

Boye Akinola

Date: 04/29/21

Applicant printed name: _____

Boye Akinola



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

- Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of the City Council.

CIRCLE ONE: YES NO X

If the answer is *YES*, proceed to sections 1 through 4.

If the answer is *NO*, complete only section 4.

1. **CIRCLE ONE:** Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.

If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: _____

3. **CAMPAIGN CONTRIBUTIONS:**

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

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

Name (print) Boye Akinola

Signature: _____ Date: _____



PUBLIC PARTICIPATION PLAN FORM D

Applicant: Boye, Akinola

1. The following individuals (property owners within a quarter mile of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified in accordance with the requirements of Article 28.4.7 of the Fulton County Zoning Resolution:

Individuals within a quarter mile of 7580 Rivertown Rd. COFS will provide the ¼ mile list a virtual meeting.

2. The individuals and others listed in 1. above will be notified of the requested modification using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

All individuals and others listed in 1 above will be contacted by letters in the mail

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

The aforementioned individuals and others listed in 1 above

will be allowed to attend by ZOOM meeting.

at the minimum one meeting on a Wednesday (date and time TBD)

Attach additional sheets as needed.

LEGAL DESCRIPTION

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND Lying and being in Land Lot 119 of the 7th District of Fulton County, Georgia being a portion of the property shown on a certain plat of Survey for Georgia A. Shealy by C. E. Lee, Surveyor, Registration No. 1093, dated November 29, 1966, containing 41.11 acres, and more particularly described as follows:

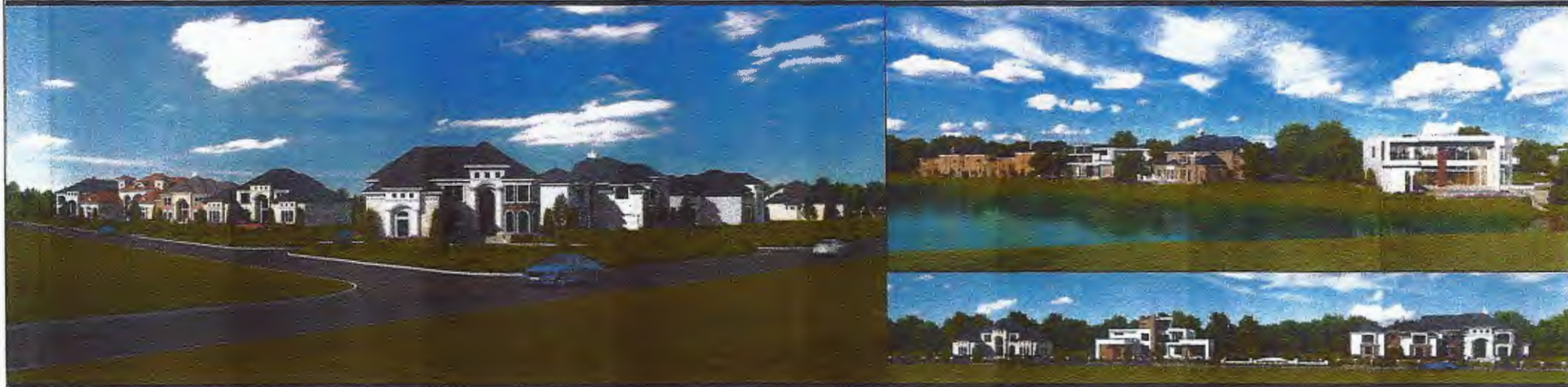
BEGINNING at the point formed by the intersection of the South Side of Rivertown Road with the West side of Bishop Road, said point being also located on the East line of Land Lot 119: running thence Southerly along the West side of Bishop Road One Thousand Eight Hundred Thirty-Six and Nine-Tenths Feet (1,836.9'), more or less, to the Northeast corner of lands now or formerly owned by Redding; thence South 84 degrees 24 minutes West One Thousand Two Hundred Five Feet (1,205'), more or less, along the North Line of the said Redding land to a point marked by a cement monument; thence North 0 degrees 31 minutes West along the East line of Lot 11, as shown on a certain plat of survey of the T. H. and Fannie Duren property as recorded in Plat Book 21, Page 65, Fulton County Records, and along the East line of a cemetery, Nine Hundred Fifty-Four Feet (954'), more or less, to the South side of Rivertown Road.; Thence northeasterly along the curvature of the south side of Rivertown Road, One Thousand Five Hundred Ninety-Four and Eight-Tenths Feet (1,594.81), more or less, to the point of beginning, and containing 41.11 acres, more or less.

The foregoing described tract is a portion of the land conveyed to Daniel Duke by Warranty Deed from Jack W. McNair and J. D. McNair dated September 12, 1958, and recorded in Deed Book 3372, page 119, Fulton County Records; said tract is also a portion of the land conveyed to George A. Shealy by Warranty Deed from Daniel Duke dated December 27, 1966; and said tract is also a portion of the land conveyed to STP Corporation by Warranty Deed from George A. Shealy dated December 28, 1966.

DISCLOSURE STATEMENT

Deed Book 32106 Pg. 331
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

PROPOSED NEW LE CHATEAU ESTATES
7580 RIVERTOWN ROAD, FAIRBURN, GA
PRELIMINARY MASTERPLAN



DEVELOPER



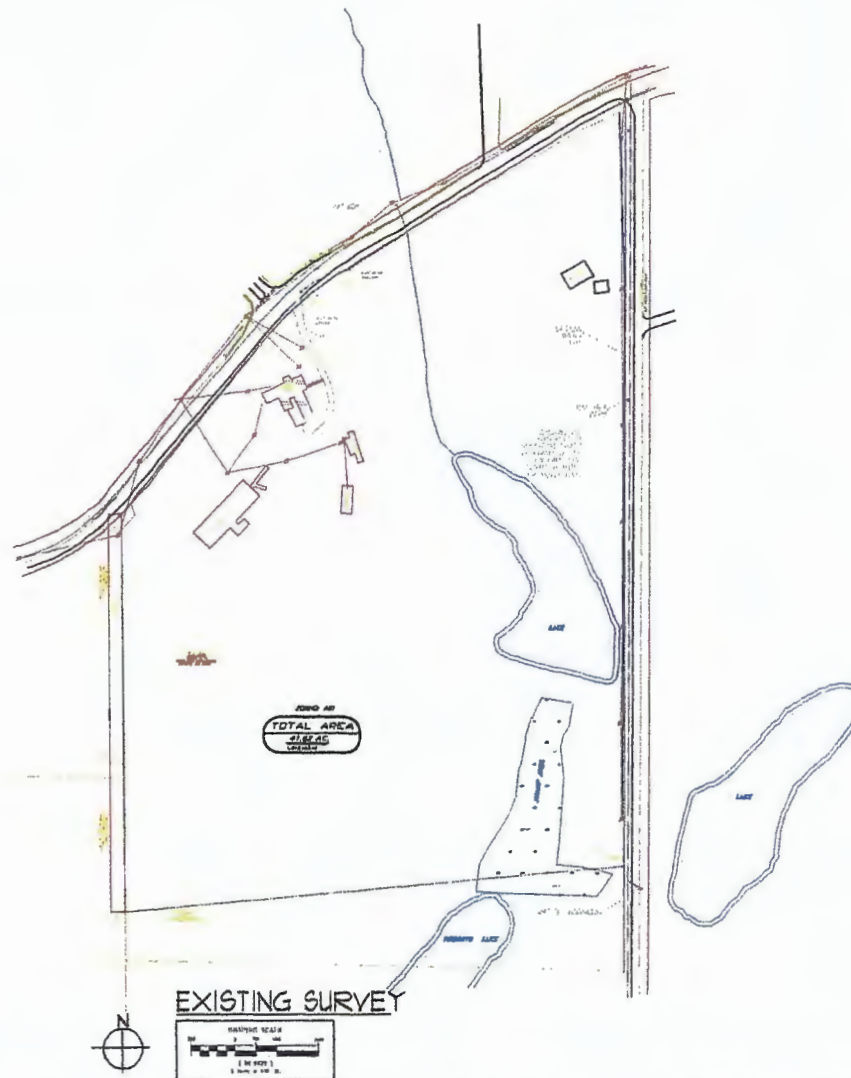
MASTERPLAN ARCHITECT


BOYE ARCHITECTURE
ARCHITECT BOYE AKINOLA, AIA
404-787-0138
WWW.BOYEHOMES.COM
WWW.BOYERCHITECTURE.COM

CIVIL ENGINEER/PLANNER:

DR. MAURICE UKADIKE, PE
770-365-7840

PRELIM. DESIGN SUBMITTAL - FEBRUARY 26, 2021

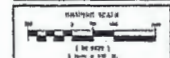


LOT NO.	AREA (AC)	AREA (SQ. FT.)	COMMENTS
1	0.00	0.00	
2	0.00	0.00	
3	0.00	0.00	
4	0.00	0.00	
5	0.00	0.00	
6	0.00	0.00	
7	0.00	0.00	
8	0.00	0.00	
9	0.00	0.00	
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96	0.00	0.00	
97	0.00	0.00	
98	0.00	0.00	
99	0.00	0.00	
100	0.00	0.00	



THIS PLAN IS A PRELIMINARY SURVEY AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

EXISTING SURVEY



LAND ENGINEERING & SURVEYING, INC.

2040 Years E drive
Lawrenceville, Georgia 30045

TEL (404) 764-0173

Send any drawings to this office

PROJECT: 101-101

LE CHATEAU ESTATES

1500 RIVERTOWN ROAD,
SOUTH FULTON, GA 30213

LOCATED IN LAND LOT 150,
11TH DISTRICT,
FULTON COUNTY, GEORGIA

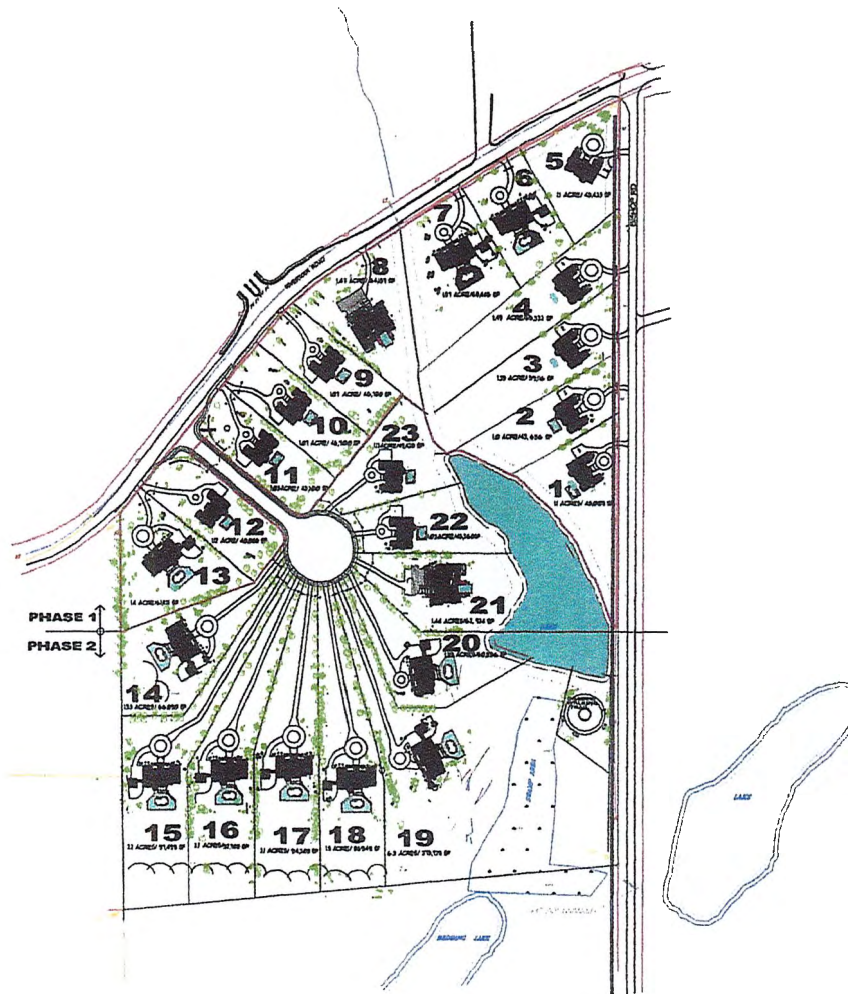
TWO ALLIANCE CENTER
3840 LINCOLN ROAD, SUITE 120
ATLANTA, GA 30338
T - 404-787-0133
WWW.BOYCHOMPLANS.COM

LUXURY ARCHITECTURE BY:
BOYE ARCHITECTURE

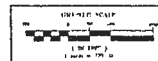
PROPOSED
LE CHATEAU ESTATES
1500 RIVERTOWN ROAD, FAIRBURN SITE DEVELOPMENT

BUILDER/DEVELOPER:	REVISION	DATE	FILE NO.
BOYE LUXURY HOMES-BUILDER/DEVELOPER	1	10/26/18-revised	101-101
	2	10/26/18-revised	101-101
	3	10/26/18-revised	101-101
	4	10/26/18-revised	101-101

NOT RELEASED FOR CONSTRUCTION



CONCEPTUAL
MASTERPLAN



SITE PLAN IS CONCEPTUAL & SUBJECT TO CHANGE

CIVIL ENGINEER/PLANNER:
DR. MAURICE UKADIKE, PE
MASTERPLAN ARCHITECT/PLANNER:
BOYE AKINOLA, AIA
BOYE ARCHITECTURE/BOYEHOMEPANS

TWO ALLIANCE CENTER
3360 LENOX ROAD, SUITE 1270
ATLANTA, GA 30328
T - 404-787-0138
WWW.BOYEHOMEPANS.COM

LUXURY ARCHITECTURE BY
BOYE ARCHITECTURE

PROPOSED
LE CHATEAU ESTATES
1580 RIVERTOWN ROAD, FAIRBURN SITE DEVELOPMENT

BUILDER/DEVELOPER:
BOYE LUXURY HOMES-BUILDER/DEVELOPER

REVISIONS	DATE	PROJECT NO.
1. 08/08/2018-revised	08/15/21	3032-001
2. 08/15/20-revised	08/15/21	3032-001
3. 08/15/21-revised	08/15/21	3032-001
4. 08/15/21-revised	08/15/21	3032-001

S-2

NOT RELEASED FOR CONSTRUCTION

Dana Gray, Planner
Community Development and Regulatory Affairs (CDRA)
Fulton County Government Service Center
5440 Fulton Industrial Blvd.
Atlanta, GA. 30336

Dear Mr. Gray

Re: Letter of Appeal for Modification for Le Chateau Estates 7580 Rivertown Rd., Fairburn GA

I am writing this letter in support my request for a modification for the referenced property. I am requesting a modification to the Site Plan to allow us to build a less dense Community Unite Plan (CUP).

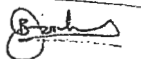
The site is currently zoned CUP with conditions per Zoning Resolution: (20067-0018 SFC); With this zoning condition, there could be as many as 302 total dwelling units, at a density of 1.805 dwelling units per acre.

We are requesting to reduce the density to less than 0.6. The minimum lot size will be over 1 acre. The City of South Fulton (COSF) is due for more luxury homes, there is considerable demand for our homes and the pre-sale numbers are good. The proposed subdivision would attract upscale commercial developments to COSF.

Additionally, with fewer units there will be, less stress on the City's infrastructures, and more green space will be preserved.

I look forward to your approval of the modification.

Sincerely,



Boye Akinola
3560 Lenox Rd.
Suite 1270
Atlanta, Georgia 30326
March 29, 2021

**AMENDMENT TO CHANGE
CLOSING/POSSESSION DATE
AMENDMENT # 1**



Date: 03/12/2021

2021 Printing

Whereas, the undersigned parties have entered into a certain Agreement between Boye Luxury Homes LLC

("Buyer") and Jerry Henry and Donna Henry ("Seller"), with
a Binding Agreement Date of 10/22/2020 for the purchase and sale of real property located
at 7580 Rivertown RD, Fairburn, Georgia 30213 and

Whereas, the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so;

Now therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid by each to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the aforementioned Agreement as follows:

Closing Date: The closing date specified in the aforementioned Agreement is hereby amended as follows:

This transaction shall be closed on the date of 05/20/2021 or on such other date as may be agreed to by the parties in writing.

Extension: The right to unilaterally extend the closing date for up to eight (8) days as provided for in the Right to Extend Closing Date paragraph of the aforementioned Agreement ☐ is hereby terminated OR ☐ shall remain in full force and effect.

Possession: The possession date specified in the aforementioned Agreement is hereby amended as follows:

Buyer agrees to allow Seller to retain possession of the Property through:
[Select one. The box not checked shall not be part of this Amendment.]

- ☐ A. the closing; or
☐ B. _____ hours after the closing; or
☒ C. 45 days after the closing at 11:59 o'clock P.m.

[Attach F219 Temporary Occupancy Agreement for Seller After Closing Exhibit, if appropriate]

☐ Additional pages are attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein. Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement.

By signing this Amendment, Buyer and Seller acknowledge that they have each read and understood this Amendment and agree to its terms.

Boye Atlantic
1 Buyer's Signature

2 Buyer's Signature

☐ Additional Signature Page (F267) is attached.

M. Luxury Realty
Buyer Brokerage Firm

Michael Richards
Broker/Affiliated Licensee Signature

Atlanta Board of Realtors
REALTOR® Membership

Jerry Henry
1 Seller's Signature

2 Seller's Signature

☐ Additional Signature Page (F267) is attached.

Keller Williams Realty Lanier Partners
Seller Brokerage Firm

Andrea Burnett
Broker/Affiliated Licensee Signature

400 North Association of Realtors
REALTOR® Membership

Acceptance Date: The above Amendment is hereby accepted, _____ o'clock _____ m. on the date of _____ ("Acceptance Date"). This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror. The offeror shall promptly notify offeree when acceptance has been received.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Andrea Burnett IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F716, Amendment to Change Closing/Possession Date, 04/24/21

LOT PURCHASE AND SALE AGREEMENT

Offer Date: 10/14/2020



2020 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: 7580 Rivertown rd

City Fairburn, County Fulton, Georgia, Zip Code 30213

MLS Number: 8842684 Tax Parcel I.D. Number: 07 180001190326

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

☐ (1) attached as an exhibit hereto;

☒ (2) the same as described in Deed Book 32106, Page 329, et. seq., of the land records of the above county; **OR**

☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. **Purchase Price of Property to be Paid by Buyer.**

\$1,200,000.00; or
\$N/A per acre
based upon a survey performed in accordance with the attached Survey Resolution Exhibit.

3. **Closing Costs.**

Seller's Contribution at Closing:
\$ 0

4. **Closing Date and Possession.**

Closing Date shall be 04/15/2021 with possession of the Property transferred to Buyer at
☒ Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.)

Raimondi & Associates

6. **Closing Attorney/Law Firm.**

Raimondi & Associates (Glenridge Location)
5555 Glenridge Connector, Ste. 200,
Atlanta, Georgia, 30342

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

☐ a. \$ _____ as of the Offer Date.

☒ b. \$5000.000 within 5 days from the Binding Agreement Date.

☐ c. _____

8. **Inspection and Due Diligence.**

a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 120 days from the Binding Agreement Date.

b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:

(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus

(2) shall pay Seller additional option money of \$ N/A by ☐ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. **Brokerage Relationships in this Transaction.**

a. **Selling Broker is** M. Lux Realty **and is:**

- (1) ☒ representing Buyer as a client.
- (2) ☐ working with Buyer as a customer.
- (3) ☐ acting as a dual agent representing Buyer and Seller.
- (4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. **Listing Broker is** Keller Williams Lanier Partner **and is:**

- (1) ☒ representing Seller as a client.
- (2) ☐ working with Seller as a customer.
- (3) ☐ acting as a dual agent representing Buyer and Seller.
- (4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:

N/A

10. **Time Limit of Offer.** The Offer set forth herein expires at 11:45 o'clock p.m. on the date 10/21/2020.

Buyer(s) Initials _____

Seller(s) Initials _____

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH MYKAL REYNOLDS IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 461-1831.

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F210, Lot Purchase and Sale Agreement, Page 1 of 8, 01/01/20

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage

2. **Purchase Price of Property to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid By Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

4. Closing Date and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender, (even in "all cash" transactions) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. **Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

7. Earnest Money.

- a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Such evaluations may include, without limitation, a study of any applicable building setback requirements, a percolation test to determine whether and how large a septic system can be installed on the Property, the existence of streams from which buildings must be further setback, the availability of utilities and the testing of well water. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries, and damages arising out of or relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
- c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. **Default.**

- a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
- c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.

4. **Other Provisions.**

- a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

9. Brokerage Relationships in this Transaction.

a. Agency Disclosure: No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

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

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

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

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

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

b. Brokerage: Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

10. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

a. Generally: All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. Delivery of Notice: A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

- g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.
- j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- n. **Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

- 6. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

7. **LIMIT ON BROKER'S LIABILITY.** BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):
- a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
 - b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

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

- ☐ All Cash Sale Exhibit (F401) " _____ "
- ☐ Back-up Agreement Contingency Exhibit (F604) " _____ "
- ☒ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " B "
- ☐ Community Association Disclosure Exhibit (F322) " _____ "
- ☒ Conventional Loan Contingency Exhibit (F404) " A "
- ☐ Legal Description Exhibit (F807 or other) " _____ "
- ☐ Loan Assumption Exhibit (F416) " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F307) " _____ "
- ☐ Survey of Property as Exhibit " _____ "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- ☐ USDA-RD Loan Contingency Exhibit (F413) " _____ "
- ☐ Other _____
- ☐ Other _____

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

- 1. The terms of the contract is contingent on soil test confirming suitability of soil to build .
- 2. Buyer shall be granted sufficient time to obtain soil test confirming suitable soil free of rock to support septic tank and its placement .
- 3. Seller requests 10 day due diligence upon acceptance of an offer to consult with financial advisor.
- 4. Buyer will obtain survey with property lines clearly marked .
- 5. Seller shall convey a good and marketable title .Seller warrants that he/she has disclosed all material defects in the land or title that he/ she is aware of that might affect the Buyers use, enjoyment, and ownership of the property, free and clear of any encumbrances. Such warranty shall survive the closing by 12 months.
- 6 .Both selling broker and buyer broker fees shall be paid by seller .
- 7.Results of all land/ Soil inspections shall be satisfactory to the Buyer at Buyer's sole discretion.
- 8. When Seller pays taxes at closing, no additional taxes are to be paid by the seller .
- 9. The terms of the contract are contingent upon the buyers ability obtain approval to subdivide the land.
- 10. Zoning regulations shall be acceptable to the buyer or variances granted will allow use the land as planned.
- 11. If environmental hazards arise preventing the use of the land as planned, the contract will terminate.

*****N/A*****

☐ Additional Special Stipulations are attached.

Buyer Acceptance and Contact Information

Boye Luxury Homes, LLC

dotloop verified
10/18/20 9:11 PM EDT
YHKM-PENT-TSKA-V5QW

1 Buyer's Signature

Boye Luxury Homes, LLC

Print or Type Name

Date

3560 Lenox Rd

Buyer's Address for Receiving Notice

Atlanta, GA 30326

4047870139

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

boye@boyearchitect.com

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Selling Broker/Affiliated Licensee Contact Information

M. Lux Realty

Selling Brokerage Firm

Mykah Richards

dotloop verified
10/22/20 4:17 PM EDT
ECN-D78R-30UG-5HSS

Broker/Affiliated Licensee Signature

Date

Mykah Richards

353381

Print or Type Name

GA Real Estate License #

678-994-2366

Licensee's Phone Number

Fax Number

luxuryhomesbymykah@gmail.com

Licensee's E-mail Address

Atlanta Board of Realtors

REALTOR® Membership

122 Kiram Terrace SW

Broker's Address

Atlanta GA 30331

678-994-2366

Broker's Phone Number

Fax Number

MLUX01

MLS Office Code

H- 78214

Brokerage Firm License Number

Seller Acceptance and Contact Information

Jerry Henry

dotloop verified
10/21/20 11:54 AM
EDT

1 Seller's Signature

Jerry W. Henry

Print or Type Name

Date

7480 Rivertown RD

Seller's Address for Receiving Notice

Fairburn, Georgia 30213

404-550-3753

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

jerrywhenry@gmail.com

Seller's E-mail Address

Donna Henry

dotloop verified
10/21/20 1:21 PM EDT
CHIS-K9WJ-VQ8J-X0JU

2 Seller's Signature

Donna R. Henry

Print or Type Name

Date

7480 Rivertown RD

Seller's Address for Receiving Notice

Fairburn, Georgia 30213

770-845-4117

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

donnamaye1@aol.com

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Listing Broker/Affiliated Licensee Contact Information

Keller Williams Lanier Partner

Listing Broker Firm

Andria Burnett

dotloop verified
10/21/20 11:48 AM EDT
OERA-KSDL-YSHN-3YNR

Broker/Affiliated Licensee Signature

Date

Andria Burnett

401399

Print or Type Name

GA Real Estate License #

6788674614

Licensee's Phone Number

Fax Number

andrialburnett@gmail.com

Licensee's Email Address

REALTOR® Membership

631 Dawsonville Highway

Broker's Address

Gainesville, GA 30501

770-503-7070

Broker's Phone Number

Fax Number

KWRH01

MLS Office Code

H-44438

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement is dated _____ and has been filled in by _____

Mykah Richards

dotloop verified
10/22/20 4:17 PM EDT
HKQZ-B4GI-NYED-NSOX

CONVENTIONAL LOAN CONTINGENCY EXHIBIT " A "



2020 Printing

This Exhibit is part of the Agreement with an Offer Date of 10/14/2020 for the purchase and sale of that certain Property known as: 7580 Rivertown rd, Fairburn, Georgia 30213.

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency. [Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]

<input checked="" type="checkbox"/> A.	FIRST MORTGAGE LOAN	Loan Amount	Term	Interest Rate (at par)	Rate Type	Source Of Loans Term
		95 % of purchase price	30 years	3.5 % per annum (or initial rate on adjustable loan)	<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only	<input checked="" type="checkbox"/> Institutional <input type="checkbox"/> Seller <input type="checkbox"/> Other
<input type="checkbox"/> B.	SECOND MORTGAGE LOAN	% of purchase price	years	% per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only	<input type="checkbox"/> Institutional <input type="checkbox"/> Seller <input type="checkbox"/> Other

2. **Use of Particular Mortgage Lender.** Unless an Approved Mortgage Lender is identified below, Buyer may apply for approval of the Loan(s) with any institutional mortgage lender licensed to do business in Georgia. If an Approved Mortgage Lender(s) is identified below, Buyer shall apply for approval of the Loan(s) with at least one such Approved Mortgage Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Mortgage Lender.

Approved Mortgage Lender(s)

N/A

(hereinafter singularly "Approved Mortgage Lender" and collectively "Approved Mortgage Lender(s)")

3. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different conventional loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement. Notwithstanding the above, Buyer shall not have a right to apply for a FHA, VA, or USDA loan unless the parties agree to amend this Agreement to add a FHA, VA, or USDA loan contingency exhibit meeting FHA, VA or USDA requirements, as the case may be (in which event this Conventional Loan Contingency shall no longer be part of this Agreement). Nothing herein shall require the Seller to agree to amend this Agreement.
4. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.
5. **Financing Contingency.** Buyer shall have 90 days from the Binding Agreement Date ("Financing Contingency Period") to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice a letter of loan denial from a mortgage lender based upon the mortgage lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter and mortgage lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit. Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period.

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6. **Use of Approved Mortgage Lender and Loan Denial Letter.** If Buyer has agreed to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter must be from an Approved Mortgage Lender. If Buyer is not required to apply for the Loan(s) with an Approved Mortgage Lender, the Loan Denial Letter may be from any institutional mortgage lender licensed to do business in Georgia. A Loan Denial Letter from a non-institutional mortgage lender shall not be the basis for Buyer to terminate this Agreement.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon any of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); or (d) Buyer making purchases that adversely affect Buyer's debt to income ratio.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

7. **Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing.
8. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.
9. **Authorization of Buyer to Release Information to Seller and Brokers.** Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.
10. **Miscellaneous.** For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.
11. **Appraisal Contingency.** In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the Lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Seller with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall within 90 days of the Binding Agreement Date have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting an Amendment to Sales Price (F713) ("ATSP") to Seller along with a copy of the appraisal supporting the lower price. In the event that Buyer does not timely submit an ATSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.

Seller shall, within three (3) days of the date of an ATSP is delivered to Seller (but not later than two (2) days prior to Closing), accept or reject the ATSP or seek to negotiate with Buyer a lesser reduction in the sales price of the Property than what is reflected in the ATSP. If, within the above timeframe, an ATSP has not been signed and accepted by the Buyer and Seller and timely delivered to create a legally enforceable amendment, Buyer shall have an additional three (3) days (but not later than one (1) day prior to Closing) to terminate this Agreement without penalty. If Buyer does not terminate the Agreement within this timeframe, Buyer's right to terminate due to the failure to agree to an ATSP shall be waived and Buyer shall close on the Property for the purchase price set forth in this Agreement. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property.

Boye Luxury Homes, LLC

dotloop verified
10/14/20 2:55 PM EDT
8SWY-FWWQ-ECOZ-APAN

1 Buyer's Signature

Boye Luxury Homes, LLC
Print or Type Name

2 Buyer's Signature

Print or Type Name

☐ Additional Signature Page (F267) is attached.

M. Lux Realty
Selling Brokerage Firm

Mykah Richards

dotloop verified
10/13/20 9:45 PM EDT
6DUZ-0NXG-0W8U-VNE4

Broker/Affiliated Licensee Signature

Mykah Richards
Print or Type Name

Atlanta Board of Realtors
REALTOR® Membership

Jerry Henry

dotloop verified
10/26/20 2:48 PM EDT
CPN9-ZQMY-S191-VXNQ

1 Seller's Signature

Jerry Henry
Print or Type Name

Donna Henry

dotloop verified
10/26/20 2:53 PM EDT
VKPO-CYRA-WD4D-MHXC

2 Seller's Signature

Donna Henry
Print or Type Name

☐ Additional Signature Page (F267) is attached.

Keller Williams Lanier Partner
Listing Brokerage Firm

Andria Burnett

dotloop verified
10/26/20 9:24 AM EDT
ZEJ4-H1NK-JCJO-R9D4

Broker/Affiliated Licensee Signature

Andria Burnett
Print or Type Name

REALTOR® Membership

**CLOSING ATTORNEY ACTING AS
HOLDER OF EARNEST MONEY**

EXHIBIT " B "

[Closing Attorney must still consent to serve as Holder using F511]



2020 Printing

This Exhibit is part of the Agreement with an Offer Date of 10/14/2020 for the purchase and sale of that certain property known as: 7580 Rivertown rd, Fairburn, Georgia 30213 ("Agreement").

1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
 2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
 3. **Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within three (3) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
 4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder.
 5. **Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
 6. **Failure of Closing Attorney to Timely Agree to Become Holder; Resignation of Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder, fails to timely become Holder or becomes Holder but later resigns, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
 7. **Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
 8. **Alternate Holder.** The Alternate Holder, who must be a broker in this transaction, shall be n/a
9. **Notices To and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction.

Closing Attorney: Raimondi & Associates (Glenridge Location)

Address: 5555 Glenridge Connector, Ste. 200,

Atlanta, Georgia, 30342

Phone Number: (404) 843-9661

Fax Number: _____

Email: preclosing@RaimondiLaw.com

Buyer's Initials: _____

BKH
10/14/20
2:58 PM EDT
dotloop verified

Seller's Initials: _____

JH DH
10/26/20 10/26/20
2:48 PM EDT 2:53 PM EDT
dotloop verified dotloop verified

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F510, Closing Attorney Acting as Holder of Earnest Money Exhibit, 05/01/20