



VARIANCE APPLICATION

(Excludes Stream Buffer Variances)

Application checklist:

Page No.	Item	Completed/ Included in Submittal
1	Project Information Sheet	<input checked="" type="checkbox"/>
2 - 4	Detailed Process and Instructions	N/A
5 - 6	Authorization Forms	<input checked="" type="checkbox"/>
	Additional requirements:	
7	Letter of Intent	<input checked="" type="checkbox"/>
7	Variance Analysis	<input checked="" type="checkbox"/>
7	Chattahoochee River Corridor Certificate	<input checked="" type="checkbox"/> or N/A <input checked="" type="checkbox"/>
8-9	Survey, Site Plan and Legal Description	<input checked="" type="checkbox"/>
10	Fee schedule	N/A
10	Meeting schedule	N/A

Provide also:

All the documents electronically (CD/DVD, thumb drive or via email) Note: The Legal Description must be in a Word document ✓	<input checked="" type="checkbox"/>
Site plan: one (1) copy on 11"x17" and two (2) full-scale copies	<input checked="" type="checkbox"/>

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

Planner's initials: _____



Case No.:

 Planner's initials: _____

PROJECT INFORMATION SHEET

PROPERTY	Address(es): 6240 Roswell Road, Sandy Springs, GA	
	Parcel Tax ID: 17-008900020410	
	Land Lot(s): 89	Land District(s): 17
	Total acreage: +/- 0.73	Council district: 3
	Current zoning: C-1	Current use: Drive-thru restaurant
	Overlay district: Main Street District	Future land use: Living-Working Community

APPLICATION	Detailed request (include Ordinance/Code Section No.):	
	Section 12B.5.C.1 - Accessory structures shall not be located in any yard adjacent to a public street	
	Section 103-73.K.1: Reduce driveway spacing requirements due to existing conditions	
	Section 103-73.K.5: Increase maximum number of driveways due to existing conditions	
	Petitioner: SunTrust Bank, c/o Dennis J. Webb, Jr.	
	Petitioner's address: 1230 Peachtree St., NE, Ste. 3100 Atlanta, GA 30309	
	Phone: 404-815-3500	Email: djwebb@sgrlaw.com

OWNER	Property owner: PHH Investments	
	Owner's address: 4030 Johns Creek Parkway Suwanee, GA 30024	
	Phone: 770-448-0300	Email: julie@hooverfoods.com
	Signature (authorizing initiation of the process): <i>Dw 276</i>	
	<i>If the property is under contract and the owner is unavailable to sign, provide a copy of the contract</i>	

- TO BE FILLED OUT BY P&Z STAFF -

Pre-application meeting date:	Anticipated application date:
Anticipated PC date: N/A <input type="checkbox"/>	Anticipated BOA date:
ADDITIONAL INFORMATION NEEDED:	

DETAILED PROCESS & INSTRUCTIONS

Legend: and o: action required by applicant
•: for information only

Before the pre-application meeting:

- Read this application packet in its entirety;
- Consult the Zoning Ordinance, the Development Regulations, and the Interim Development Guidelines:
<http://www.sandyspringsga.gov/city-services/urban-development/planning-and-zoning/>
- Fill out the Project Information Sheet in this application packet;
- Prepare a sketch plan of the proposed project (if applicable);
- Obtain written permission from the property owner to pursue the project. If the property is under contract, provide a copy of the contract at the pre-application meeting;
- Contact a planner at pz@sandyspringsga.gov, 770-730-5600 to schedule the meeting.

Pre-application meeting:

- The pre-application meeting must take place at least **two weeks** (but no more than two months) before the application filing date.

Filing:

- Contact the lead planner prior to coming to the office;
- Complete the rest of the application packet;
- Bring a check or credit card (5% surcharge) to pay the fee (verify the amount with the lead planner beforehand; see p.10);
- Applications are due by 4:00pm on the **first Tuesday** of each month;
- No more than five new applications will be accepted each month;
- Staff will initiate review and will send a confirmation letter, or ask for more information if needed (at which point the application may be placed on administrative hold);
- Staff will provide a sign to be posted on the property (\$25 fee).

Planning Commission (PC) Meeting:

- If the property is located in the Sandy Springs Overlay District (either Suburban or Main Street categories), and a variance is sought for relief from the overlay standards (Sec. 12B), the case will be heard by the Planning Commission for design review. The meeting procedure is similar to that of the BOA meeting, see below.

Before the Board of Appeals (BOA) Meeting:

- Any revision to the application is due at least **twenty-one days** prior to the BOA meeting (or PC if applicable), to allow time for proper revision by staff and legal advertisement;
- The staff report, including the recommendation, will be posted on the City website one week prior to the BOA meeting;
- Staff will publish a legal ad in the newspaper;
- Place sign(s) on site at least **fifteen days** prior to BOA meeting;
 - Send a date-stamped picture of the sign once in place to the lead planner

- Send written notice to property owners within 500' at least **fifteen days** prior to the BOA meeting. P&Z will provide the contact info and a sample letter.

Board of Appeals Meeting:

- Staff will briefly introduce your request and present their recommendation.
- You will have ten minutes to present your case to the BOA, including any supporters speaking in favor of your request. You may save any remaining time for rebuttal to the opposition.
- The opposition will also have ten minutes to speak.
- The Board members will discuss and render their decision. They may approve, approve with conditions, defer or deny the request.

Sequence of events

See p.10 for meeting schedule

Regular variance

Responsible Party	Week (approx.)	Activity & Timeframe
Applicant	-2	Pre-application meeting: Between two weeks and two months prior to filing deadline
Applicant	0	Filing: Before 4:00pm, 1st Tuesday of the month
City	+1	Initial review and Initiation Letter: One week after the filing deadline
Applicant	+3	Revised application, if necessary: At least 21 days prior to BOA
Applicant & City	+2/+3	Advertising: At least 15 days prior to BOA (20 days for signs)
City	+4	Staff report production
City	+6	BOA meeting: 2 nd Thursday of the month
City	+7	Decision Letter: A few days after BOA (max. 7 days)

Variance with Design Review (within the Sandy Springs Overlay District)

Responsible Party	Week (approx.)	Activity & Timeframe
Applicant	-2	Pre-application meeting: Between two weeks and two months prior to filing deadline
Applicant	0	Filing: Before 4:00pm, 1st Tuesday of the month
City	+1	Initial review and Initiation Letter: One week after the filing deadline
Applicant	+3	Revised application, if necessary: At least 21 days prior to PC
City	+4	Staff report production
City	+6	PC meeting: 3 rd Thursday of the month
Applicant & City	+7/+8	Advertising: At least 15 days prior to BOA (20 days for signs)
City	+8	Staff report update
City	+10	BOA meeting: 2 nd Thursday of the month
City	+7	Decision Letter: A few days after BOA (max. 7 days)

Failure to complete any of these events within the above timeframe may result in an administrative hold, and the case being rescheduled to a future filing cycle.



AUTHORIZATION FORM – PART I

A- If the applicant is also the owner of the subject property:

Fill out the following section and have it notarize.

Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.	
Owner's name:	Sworn and subscribed before me this
Address:	
City, State, Zip Code:	_____ day of _____ 20__
Email address:	Notary public:
Phone number:	Seal:
Owner's signature:	
Commission expires:	

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

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

Applicant states under oath that:	
<input type="checkbox"/> He/she is the executor or Attorney-in-Fact under a Power-of-Attorney for the owner (<i>attach a copy of the contract</i>); or <input type="checkbox"/> He/she has an option to purchase the subject property (<i>attach a copy of the contract</i>); or <input checked="" type="checkbox"/> He/she has an estate of years which permits the applicant to apply (<i>attach a copy of the lease</i>)	
Applicant's name:	Sworn and subscribed before me this
Company name: SunTrust Bank	
Address: 303 Peachtree Ctr. Ave., Ste. 175	26 th day of August 20 16
City, State, Zip Code: Atlanta, GA 30303	Notary public: Chantell Barnett
Email address: martha.byrd@suntrust.com	Seal:
Phone number: 404-588-7518	
Applicant's signature: <i>Martha Byrd</i>	
Commission expires:	



AUTHORIZATION FORM – PART II

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

Agent's name: Dennis J. Webb, Jr.
Company: Smith, Gambrell & Russell, LLP
Address: 1230 Peachtree St., NE, Ste. 3100
City, State, Zip Code: Atlanta, GA 30309
Email address: djwebb@sgrlaw.com
Phone number: 404-815-3500
Agent's signature: <i>[Handwritten Signature]</i>
Applicant's signature: <i>[Handwritten Signature]</i>

Sworn and subscribed before me this <i>25th</i> day of <i>August</i> 20 <i>16</i>
Notary public: <i>Shawna E. Avila</i>
Seal: 
Commission expires: <i>3-18-20</i>

ADDITIONAL REQUIREMENTS

Letter of Intent

Required for **all** cases

Address the following in detail, on a separate sheet:

1. Requested variance(s)
2. Factual details about the proposed development:
 - Number and size of buildings, square footage of gross floor area of nonresidential uses
 - Type and number of residential units,
 - Number of employees and customers, hours of operation, number of classrooms, etc.
3. Alternative designs explored:
 - Provide the details of alternative designs that could reduce the need for a variance;
 - Explain why the alternatives were rejected;
 - If no alternative was explored, explain why.

Variance Analysis (Sec. 22.3.1)

Required for **all** cases

Explain in detail, on a separate sheet, and for each variance requested how:

- a. The application of the Zoning Ordinance would create an unnecessary hardship, and not merely an inconvenience to the petitioner; or
- b. There are extraordinary and exceptional conditions due to the size, shape, or topography, which are specific to the subject property and not generally found in similar properties;

Further, the application shall demonstrate that:

- c. Such conditions are not the result of action or inaction of the current property owner; and
- d. The variance request would provide the minimum relief necessary to make possible the reasonable use of the property; and
- e. The variance request would result in development that is consistent with the general intent of the Zoning Ordinance, with the Comprehensive Plan policies, and would not be detrimental to the public good, safety and welfare.

Note: The general purpose and intent of the Zoning Ordinance (Art.II, Sec.1) includes:

- Lessening congestion on the roads and streets;
- Securing safety from fire, flood, and other dangers; providing adequate light and air;
- Promoting the health and general welfare;
- Encouraging such distribution of population and such classification of land uses and utilization as will facilitate economic and adequate provisions for transportation, communications, roads, airports, water supply, drainage, sanitation, education, recreation and other public requirements;
- Promoting desirable living conditions;
- Protecting property against blight and depreciation,
- Encouraging the most appropriate use of land throughout the City of Sandy Springs.

Chattahoochee River Corridor Certificate

Required for properties located within the Chattahoochee River Corridor (within 2,000' of the river)

Contact Michael Barnett, Chief Environmental Compliance Officer:
(770) 206-1572 or mbarnett@sandyspringsga.gov

Survey and Plan (Sec. 28.5.2)

Required for all cases

Provide one (1) copy printed on 11"x17" paper, and two (2) copies printed to scale no larger than 30"x42"; also include in electronic package.

The survey and site plan must include, at a minimum, the following:

Basic Information	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Legal description (metes and bounds; can be submitted as a separate document); <input checked="" type="checkbox"/> Key and/or legend, site location map with North arrow, and scale; <input checked="" type="checkbox"/> Boundary survey of the subject property which includes dimensions along property lines that match the metes and bounds of the subject property's written legal description and clearly indicates the point of beginning; <input checked="" type="checkbox"/> Acreage of subject property; <input checked="" type="checkbox"/> Location of subject property land lot lines and identification of land lots; <input checked="" type="checkbox"/> Current zoning of the subject site and adjoining properties; <input checked="" type="checkbox"/> Layout and minimum lot size of proposed single family residential lots; <input checked="" type="checkbox"/> Topography (surveyed or City) on the subject site and adjacent property within two hundred (200) feet as required to assess runoff effects; <input checked="" type="checkbox"/> Location of overhead and underground electrical and pipeline transmission/conveyance lines; <input checked="" type="checkbox"/> Required and/or proposed setbacks, zoning buffers and landscape strips; <input checked="" type="checkbox"/> Location of the requested variance(s) with dimensions;
Roads	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Existing and proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; <input checked="" type="checkbox"/> Posted speed of existing streets; <input checked="" type="checkbox"/> Proposed streets on the subject site;
Improvements	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on the subject property; <input checked="" type="checkbox"/> Existing buildings with square footages and heights (stories), wells, driveways, fences, cell towers, and any other structures or improvements on adjacent properties within four hundred (400) feet of the subject site based on the City's aerial photography or an acceptable substitute as approved by the Director; <input checked="" type="checkbox"/> Location of proposed buildings with total square footage; Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed; <input checked="" type="checkbox"/> Required and proposed parking spaces; and loading and unloading facilities; <input checked="" type="checkbox"/> Development Statistics Summary Chart, with % of total site coverage: <ul style="list-style-type: none"> o Total area of site (acres and sq. ft) o Building footprints (sq. ft and %) o Parking spaces provided (number and %) o Total impervious surface (sq. ft and %) o Landscaping (sq. ft and %) o Undisturbed area, excluding landscaping (sq. ft and %) o Floodplain (acres or sq. ft and %)

Environmental	<ul style="list-style-type: none"><input checked="" type="checkbox"/> 100 year flood plain horizontal limits and flood zone designations as shown on survey or Federal Emergency Management Agency Flood Insurance Rate Maps;<input checked="" type="checkbox"/> Lakes, streams, and waters on the subject site and associated buffers;<input checked="" type="checkbox"/> Proposed stormwater management facilities;<input checked="" type="checkbox"/> Community wastewater facilities including preliminary areas reserved for septic drain fields and points of access;<input checked="" type="checkbox"/> Availability of water system and sanitary sewer system;<input checked="" type="checkbox"/> Tree lines, woodlands and open fields on the subject site;<input checked="" type="checkbox"/> Wetlands shown on the GIS maps or survey.
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FEE SCHEDULE

Item	Fee
Variance for property zoned: R-1, R-2, R-2A, R-3, R-3A, R-4, R4-A, R-5, R-5A, NUP, CUP, MHP	\$250 for first + \$50/additional request
Variance for property zoned: AG-1, R-6, TR, A, A-L, O-I, C-1, C-2, M-1A, M-1, M-2, MIX and nonresidential uses in a residential district	\$350 for first + \$100/additional request
Sign variance (all zoning districts)	\$300 for first + \$100/additional request
Revision to application	\$150 each submittal
Public Notice Sign	\$25 each

MEETING SCHEDULE

Filing Deadline (1st Tuesday)	Planning Commission Meeting (3rd Thursday) <i>If applicable</i>	Sign Posting Deadline	Board of Appeals Meeting (2nd Thursday)
1/5/2016	N/A	1/22/2016	2/11/2016
1/5/2016	2/18/2016	2/19/2016	3/10/2016
2/2/2016	N/A	2/19/2016	3/10/2016
2/2/2016	3/17/2016	3/25/2016	4/14/2016
3/1/2016	N/A	3/25/2016	4/14/2016
3/1/2016	4/21/2016	4/22/2016	5/12/2016
4/5/2016	N/A	4/22/2016	5/12/2016
4/5/2016	5/19/2016	5/20/2016	6/9/2016
5/3/2016	N/A	5/20/2016	6/9/2016
5/3/2016	6/16/2016	6/24/2016	7/14/2016
6/7/2016	N/A	6/24/2016	7/14/2016
6/7/2016	7/21/2016	7/22/2016	8/11/2016
7/5/2016	N/A	7/28/2016	8/11/2016
7/5/2016	8/18/2016	8/25/2016	9/8/2016
8/2/2016	N/A	8/25/2016	9/8/2016
8/2/2016	9/15/2016	9/29/2016	10/13/2016
9/6/2016	N/A	9/29/2016	10/13/2016
9/6/2016	10/20/2016	10/27/2016	11/10/2016
10/4/2016	N/A	10/27/2016	11/10/2016
10/4/2016	11/17/2016	11/23/2016*	12/8/2016
11/1/2016	N/A	11/23/2016*	12/8/2016
11/1/2016	12/15/2016	12/22/2016	1/12/2017
12/6/2016	N/A	12/22/2016	1/12/2017
12/6/2016	1/19/2017	1/26/2017	2/9/2017

* Deadline moved one day earlier due to holiday

STATEMENT OF INTENT

and

Other Material Required by
City of Sandy Springs Zoning Ordinance
For Variances

of

SunTrust Bank

for

± 0.73 Acres of Land Located in
Land Lot 89, 17th District
Fulton County, Georgia

Submitted for Applicant by:

Dennis J. Webb, Jr.
Vickie B. Chung
Smith, Gambrell & Russell, LLP
Promenade, Suite 3100
1230 Peachtree Street, NE
Atlanta, Georgia 30309
(404) 815-3500

I. INTRODUCTION

SunTrust Bank (“SunTrust”) currently operates a bank branch at 5898 Roswell Road. It hopes to relocate to 6240 Roswell Road, which is situated in the northwest quadrant of the intersection of Roswell Road and Johnson Ferry Road (the “Subject Property”). The Subject Property is roughly 0.73 acres, zoned C-1 (Community Business District) and within the Main Street Overlay District (the “Overlay”). The Subject Property does not presently comply with the requirements of the Overlay, however. It contains a 30 year-old, \pm 2,780 square foot building used for a Wendy’s fast food restaurant. The restaurant building is setback at least 50 feet from both Roswell Road and Johnson Ferry Road. It has a drive-thru window that faces Johnson Ferry Road. It has 41 parking spaces, a number of which are located in the front yard between the building and the right-of-way. It also has full-access driveways onto both Roswell Road and Johnson Ferry Road.

SunTrust hopes to redevelop the site with the bank’s new prototype which will consist of a new \pm 3,267 square foot bank branch building. The proposed redevelopment will transform the Subject Property with a modern, full service banking facility and at the same time facilitate almost complete compliance with the requirements of the Overlay because, among other things:

- SunTrust will orient the new bank building to be closer to Roswell Road and Johnson Ferry Road;
- SunTrust will reduce parking from the existing 41 spaces to 16 spaces;
- SunTrust will locate all parking behind the building;
- SunTrust will locate a separate drive-thru canopy with three (3) teller/ATM lanes behind the building and shielded from the public right-of-way;

- SunTrust will dedicate approximately 0.20 acres along Roswell Road and Johnson Ferry Road (at the request of the City) to facilitate right of way enhancements;
- SunTrust will enhance streetscape improvements along Johnson Ferry Road;
- SunTrust will add a 10-foot sidewalk on Johnson Ferry Road (no sidewalk exists now);
- SunTrust will add an 8-foot landscape strip on Johnson Ferry Road;
- SunTrust will add a 10-foot supplemental zone on Johnson Ferry Road; and
- SunTrust will improve the existing traffic interface between the Subject Property and the Roswell/Johnson Ferry Road intersection by redesigning the two existing, full-access driveways onto Roswell Road and Johnson Ferry Road and restricting traffic flow to right-in/right-out movements only.

SunTrust's redevelopment provides on-site benefits. Pedestrian movements, vehicle circulation and parking areas will be segregated to the greatest extent possible. Once on the Subject Property, drive-thru customers will be directed to the western portion of the site; customers seeking in-bank services will be directed to a separate parking area to the east, behind the bank building; and, employees will park in the spaces to the north. This limits the potential for unsafe conflicts between customers in their vehicles utilizing the drive thru service, and customers (and employees) who park and walk into the bank for assistance by significantly separating the vehicular and pedestrian circulation patterns on-site.

SunTrust's redevelopment provides access/egress benefits. The redesign of the two (2) existing driveways will serve to reduce unsafe conditions, both on-site and in the corresponding public rights-of-way. The limitation of the existing curb cuts to right in/right out only drives will also discourage the temptation for illegal turning maneuvers not only for traffic leaving the site,

but also for vehicles traveling northbound on Roswell (and/or eastbound on Johnson Ferry) who might otherwise attempt to turn left and cut across on-coming lanes of traffic to enter the Subject Property.

SunTrust's redevelopment provides right-of-way benefits. As alluded to above, the redesign will allow the City to make public right-of-way enhancements, and ± 0.20 acres will be dedicated for these public benefits.

The above benefits come at significant cost to SunTrust. In particular, the right-of-way dedication severely constrains the utility of the site as the Subject Property's land area is reduced by 30% (from ± 0.73 acres to ± 0.53 acres). The reduced site presents significant design challenges, particularly when combined with the Overlay objectives and the Bank's desire for a safe and efficient new banking facility. The configuration proposed is specifically designed to provide sufficient turning radii around this small site, minimizing congestion areas internally and on the adjacent roadways. SunTrust has worked thru numerous design iterations and sought the advice of various City departments. SunTrust believes the proposed design will replace the old, non-conforming use on the Subject Property with a facility providing an improved Banking experience for its customers as well as providing City of Sandy Springs residents and the larger community with significant public benefits.

In order to facilitate the redevelopment of the Subject Property, SunTrust is requesting the following variances:

- (a) Variance from Section 12B.5.C.1 of the Overlay Requirements to allow an accessory structure to be located within a "yard adjacent to a public street";
- (b) Variance from Section 103-73(k)(1) of the Development Regulations to reduce driveway spacing requirements due to an existing condition; and

- (c) Variance from Section 103-73(k)(5) of the Development Regulations to increase the maximum number of driveways to allow for the two (2) driveways that currently exist.

II. APPLICATION OF VARIANCE CONSIDERATIONS (Sec. 22.3.1 and 12.B.3) TO VARIANCES SOUGHT

As explained above, the Subject Property will be completely redeveloped to greater comply with the regulations and overall goals of the Overlay. However, due to the size of the lot, the City's right-of-way dedication requirements, the need to provide safe site circulation for drivers and pedestrians, and ambiguities and inconsistencies in the Overlay and Development Regulations, the Applicant seeks relief from Section 12B.5.C.1 of the Overlay and Sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations.

These variance requests should be granted (a) because the application of the City's Ordinances to the Subject Property, due to extraordinary and exceptional conditions pertaining to the Subject Property not created by the Applicant, would create an unnecessary hardship for SunTrust while causing no detriment to the public; (b) because they are in harmony with the general purpose and intent of the zoning ordinance; and (c) because the requested variances are the minimum necessary for the Applicant to make possible the reasonable use of the property.

Further, and despite the variances, SunTrust's proposal will provide a quality of development as high or higher than required by the Overlay while complying with the goals of the Overlay, including:

- Enhancing the Subject Property;
- Providing sidewalks and landscape features;
- Providing for aesthetic, economic and functional value of properties and structures;

- Addressing issues of traffic, traffic operations and congestion, and pedestrian access and safety; and
 - Improving the aesthetics of the built environment, and business viability (See Overlay, Sec. 12.B.1).
- A. Variance from Section 12B.5.C.1 of the Overlay to allow an accessory structure to be located within a “yard adjacent to a public street”**

The C-1 zoning of the Subject Property allows for a bank with a drive-thru as of right. Typically, the bank drive-thru canopy is attached to the building and considered part of the primary structure. One way a bank achieves this configuration is by locating parking between the building and the street and orienting the drive-thru lanes to the side or rear of the building. That type of design is impossible on the Subject Property, however. The Overlay requirements do not allow for parking between the building and the sidewalk and require that buildings be in close proximity to the right-of-way line. Moreover, the site is already relatively small in size. Nonetheless, the City will require the Applicant to dedicate an amount of right-of-way that will reduce the current land area from $\pm.73$ acres to $\pm.53$ acres. A decrease of almost 30%, this limitation further restricts design alternatives on the Subject Property. Therefore, and to construct the drive-thru allowed by Code, the Applicant has only one (1) option: to build a stand-alone canopy, which is considered an “accessory structure.”

Section 12B.5.C.1 of the Overlay states that “accessory structures shall not be located in any yard adjacent to a public street.” The Applicant does not believe that its design violates this provision. Section 12B.8.C defines a “yard adjacent to a public street” as the area between 12 feet and 21 feet measured from the back of curb of the adjacent street. The Applicant has not proposed to locate the stand-alone canopy between 12 feet and 21 feet from the back of curb of either Roswell Road or Johnson Ferry.

The Staff has stated that it construes Section 12B.5.C.1 of the Overlay to mean that an accessory structure cannot be located in any side or rear yard if visible from a public street. As suggested above, that interpretation is not consistent with Section 12B.8.C of the Overlay. Nonetheless, the Subject Property is a corner lot, with frontage on two (2) public streets: Roswell Road and Johnson Ferry Road. If the Staff's interpretation is correct, then absent a variance no owner of a corner lot could construct an accessory structure even though—as here—it is allowed by right by the underlying zoning; all yards on a corner lot are technically adjacent to and visible from a public street. This contradiction demonstrates a hardship.

If granted, the requested relief from Section 12B.5.C.1 would be in harmony with the general purpose and intent of the City's Zoning Ordinance. According to Staff, the goal of Section 12B.5.C.1 is to shield accessory structures from view from public streets. Here, the Applicant is required to provide a standalone drive-thru canopy. If the drive-thru canopy were constructed as part of the main building, it would not be considered an accessory structure and could be constructed closer to the public right-of-way and in sight of passersby. In fact, there are several bank branches in the Overlay that have attached drive-thru canopies that are located immediately adjacent to the public street. Under the Applicant's proposal, the drive-thru canopy is actually located adjacent to the western property line and shielded from view from Roswell Road and Johnson Ferry Road by the bank building itself and substantial landscaping.

B. Variance from Sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations to Allow Existing Driveways to Remain, but be Modified From Full-Access to Right-In/Right-Out Only.

The Subject Property has two (2) full-access driveways now and has for over three (3) decades. SunTrust proposes to keep the existing driveways in place, but downgrade them from full-access to right-in/right-out only. SunTrust has had several meetings with the City Staff to

review this proposal. At one of those meetings, the Staff suggested that the two-driveway configuration might violate the spacing requirements of Section 103-73(k)(1), because the driveways on the properties to the north and west are within 300 feet. Staff's comment failed to recognize, however, that the driveways on the Subject Property are existing and the spacing requirements of Section 103-73(k)(1) apply only to "new driveways." On a later occasion, Staff noted that the Subject Property now has 183.72 feet of frontage on Roswell Road and 181.8 feet of frontage on Johnson Ferry Road, and Section 103-73(k)(5) requires 200 feet of property frontage for each driveway. Again, this provision would appear to apply only to new driveways, not pre-existing driveways that have been in place for over 30 years. Nonetheless, the Staff asked SunTrust to take certain actions and gather certain information related to the driveways. Then, it directed SunTrust to submit a letter to the Director of Public Works seeking an interpretation of and/or variance to Sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations of the City of Sandy Springs to allow for the driveway configuration proposed. SunTrust submitted that letter (the "Coleman Letter") on September 15, 2016, and a copy is attached to this Application. The information provided with the Coleman Letter fell into four (4) categories.

First, and to determine whether the driveways have operated safely in the past, Staff asked SunTrust to gather crash data (See Exhibit "B" to the Coleman Letter). As shown, the numbers are favorable. There were only three (3) crashes in the three (3) years between 2013 and 2015, and all occurred in 2014. Two (2) of the crashes were at the site driveway on Roswell Road and one (1) on Johnson Ferry Road. Importantly, two (2) of the three (3) crashes involved left turns; one (1) of the two (2) crashes at the Roswell driveway involved a vehicle turning left to travel north and the only crash at the Johnson Ferry driveway involved a left-turning (east)

vehicle. As indicated above, SunTrust will limit both driveways to right-in/right-out only, which will eliminate the nominal safety issues that appear to have been associated with left turns in the past.

Second, and to verify whether cars can safely exit the site at the driveways proposed, Staff asked SunTrust to engage a traffic engineer to prepare a traffic study that addressed, among other things, sight distances (See Exhibit “3” to the Coleman Letter). As shown, the Subject Property meets both GDOT and Sandy Springs sight distance requirements for vehicles turning right out of both proposed exits.

Third, and in an attempt to see if one or both the driveways could be eliminated, Staff asked SunTrust to pursue a cross access agreement from the property owners to the north and west. As explained in Exhibit “4” to the Coleman Letter, the bank approached both property owners, offered cash to purchase an inter-parcel connection easement, offered to cover the costs to install any improvements associated with it, and offered to allow the property owners to use the SunTrust parking lot after hours. Both refused the offers.

Finally, and to allow for consolidation of driveways in the area at a later date, Staff asked SunTrust to design the site so as to allow for future inter-parcel access to one of the properties to the north or west. That design is reflected on Exhibit “2” to the Coleman Letter. Further, and consistent with Section 103-71(b) of the Development Code, SunTrust also confirmed in writing that it would “grant an inter-parcel access easement to an adjoining property for future use should the entitlements for the subject property be approved” (See Exhibit “4” to the Coleman Letter).

The City received the Coleman Letter. Subsequently, and contrary to its earlier direction, Staff informed SunTrust that it must submit the driveway-related requests to the Zoning Board of Appeals, not the Director of Public Works. This Application followed.

As alluded to above, SunTrust does not believe that the Development Regulations apply to the two (2) existing driveways; the regulations speak to “new driveways” only. Nonetheless, and in an abundance of caution, SunTrust requests a variance to Sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations of the City of Sandy Springs to allow for the continued use of the two (2) driveways subject to be re-configuration in the site plan submitted with this Application.

Section 103-70(1) of the Development Code states that:

The sections enumerated in this article are guidelines, and are intended to be benchmark indicators of what standards could be acceptable.... The objective of these performance standards is not to suggest a single methodological standard of acceptance exclusive of all others. Rather they establish what would otherwise be allowed in the absence of an acceptable alternative.

The data submitted verifies the design as an acceptable alternative. Equally important, SunTrust will suffer significant hardship without the variance; SunTrust has concluded that it cannot achieve a satisfactory level of safety or efficiency with an alternative design on this tight site.

SunTrust notes that the conditions that necessitate the variance are not of its making. Like the driveways on the Subject Property, the driveways on the adjacent parcels exist now and pre-date the adoption of the spacing requirements in the Development Regulations. Similarly, the frontage requirement did not exist when this site was originally platted or developed. Finally, SunTrust believes that without the requested interpretation or variance, the Subject Property will either remain occupied by an older, non-conforming structure, or, should the

current structure ever be removed, the Subject Property will be deemed unbuildable by real estate professionals due to the constraints the regulations impose. For this reason among others, SunTrust is presenting an attractive opportunity which will collectively bring many benefits to the City.

III. NOTICE OF CONSTITUTIONAL CHALLENGE AND LEGAL AND CONSTITUTIONAL OBJECTIONS

A refusal to grant the requested Variances would be unlawful, arbitrary, capricious, irrational and a manifest abuse of discretion; all in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

A refusal to grant the requested Variances would discriminate unfairly between the owner of the Subject Property and other property owners similarly situated, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

A refusal to grant the requested Variances would amount to a taking of property, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

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

A refusal to grant the requested Variances would be invalid inasmuch as the Zoning Ordinance of the City of Sandy Springs is unlawful, null and void because its adoption and map adoption/maintenance did not comply with the requirements of its predecessor ordinance and/or the Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*

The Zoning Ordinance of the City of Sandy Springs lacks adequate standards for the Zoning Board of Appeals to exercise its power to review and vote on this Application. The standards are not sufficient to contain the discretion of the Board and to provide the Courts with a reasonable basis for judicial review. Because the stated standards (individually and collectively) are too vague and uncertain to provide reasonable guidance, the Zoning Ordinance is unlawful and violates, among other things, the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section III, Paragraph I and Article I, Paragraphs I and II of the Constitution of State of Georgia.

Any limitation on the time for presentation of the issues before the Zoning Board of Appeals is a violation of the guarantees of free speech under Article I, Section I, Paragraph V of the Constitution of the State of Georgia and the First Amendment of the Constitution of the United States. Further, said limitations are in violation of the right to petition and assemble, in violation of Article I, Section I, Paragraph IX of the Constitution of Georgia and the First Amendment of the Constitution of the United States, as well as the Due Process Clauses of the Constitution of Georgia and the Constitution of the United States.

IV. CONCLUSION

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

This 29th day of September, 2016.

Respectfully submitted,



Dennis J. Webb, Jr.
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Attorneys For Applicant

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September 29, 2016

VIA HAND DELIVERY

Michelle Alexander, Director
Community Development
City of Sandy Springs
7840 Roswell Road
Sandy Springs, GA 30350

Re: Formal Request for Determination That Applicant is Entitled to Relief From Section 12B.8.C.1.b. (Maximum Yard Requirements) for Property Located at 6240 Roswell Road

Dear Ms. Alexander:

We represent SunTrust Bank (“SunTrust”). SunTrust would like to relocate an existing branch bank from 5898 Roswell Road to a new building to be constructed at 6240 Roswell Road (the “Subject Property”). The Subject Property is ± .073 acres and is zoned C-1. It also is located within the Main Street Overlay (the “Overlay”). To allow for development, SunTrust hereby seeks determination that it is entitled to relief from Section 12B.8.C.1.b. of the Overlay relating to maximum yard requirements for the reasons explained below.

The City’s right-of-way dedication requirements are inherently at odds with the Overlay’s maximum yard provision, which creates a hardship for SunTrust. Under Section 12B.8.C.1.b of the Overlay, the maximum yard allowed on the Subject Property is 21 feet as measured from the back of curb, which means the maximum distance SunTrust may have between the building and the back of curb is 21 feet. However, SunTrust is required to dedicate 19.2 feet of additional right-of-way along Johnson Ferry Road behind the curb line and also provide a 10 foot supplemental zone, for a total of 29.2 from the back of curb. This contradiction in the City’s ordinances makes it legally impossible for SunTrust to comply with the Overlay’s maximum yard provision. SunTrust therefore requests a determination that it is allowed 33 feet from the back of curb along Johnson Ferry Road to accommodate the right-of-way dedication requirements and the supplemental zone requirements of the City Center Master Plan.



A similar situation exists on Roswell Road. Redevelopment of the Subject Property requires the dedication of additional right-of-way along Roswell Road measuring 13 feet from the back of curb. The Applicant notes, however, that the Roswell Road frontage includes an outdoor plaza. Section 12B.8.D.3 of the Overlay states:

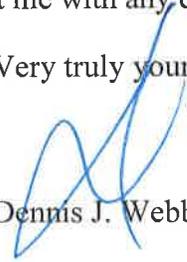
Building setbacks in yards adjacent to public streets may be increased to a maximum of thirty-five feet (35 feet) to accommodate outdoor space needed for plazas, dining, art, fountains, bicycle parking, gathering and seating places, gazebos or similar uses. Such improvements shall be documented on the final site plan.

Under this provision, the Applicant believes that it is entitled to the 35 foot yard shown on the site plan submitted with this request. Should there be any disagreement on this issue, though, the Applicant hereby requests a determination that it is allowed 35 feet from the back of curb along Roswell Road to accommodate the right-of-way dedication requirements and other requirements of the City Center Master Plan.

In further support of these requests, SunTrust relies on the survey, site plan and other material submitted with the related variance application, filed concurrently herewith. It also adopts and incorporates the Notice of Constitutional Challenge and Legal and Constitutional Objections included with the related variance application, as if restated herein.

Thanks and please feel free to contact me with any questions.

Very truly yours,



Dennis J. Webb, Jr.

DJW/tcr



Martha H. Byrd, CCIM, CPM®
First Vice President
Asset Manager
Corporate Real Estate

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Martha.Byrd@SunTrust.com

August 26, 2016

Ruben Hovanesian
Transportation Engineer
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

Re: 6240 Roswell Road
Cross Access Easement

Dear Mr. Hovanesian:

I represent SunTrust Bank as the Asset Manager for the Retail Portfolio of branch banks in Atlanta, Georgia. In this capacity I am charged with procuring branch locations for SunTrust's Retail Branch expansion program.

As part of this expansion, SunTrust is currently pursuing a branch at the Wendy's site located at 6240 Roswell Road in Sandy Springs, Georgia. In order to complete the transaction for this branch, SunTrust needs, among other things, variances and design and site plan approval from the City of Sandy Springs.

In recent meetings, the City of Sandy Springs asked SunTrust to explore the possibility of securing a cross access easement agreement from either of the adjacent property owners: both the Goodyear Tire Store (North) and the Zafron Restaurant (West).

Therefore, I recently met with the owner of the Zafron restaurant, Mr. Peter Teimiori, and explained what the City was requesting. As a follow-up, our Cushman Wakefield broker prepared a document outlining what would be needed as far as a cross access easement and the financial compensation SunTrust was prepared to offer in return for that easement agreement (see attached letter). Mr. Teimiori declined the offer and stated that he was not interested in a cross easement arrangement.

Page 2
Hovanesian/Byrd
August 26, 2016

In this same pursuit, I approached Rob Morrison, the Manager of the Goodyear property north of the Wendy's property. Mr. Morrison informed me that he was not the owner and in fact the property is in a Trust and is in the process of being sold. He also explained that CB Richard Ellis represented this location for the Trust. Therefore, Cushman Wakefield approached the CB Richard Ellis group's representative to determine if the owner would be willing to enter into a cross access easement agreement. The CB Richard Ellis broker who handles the Trust informed the Cushman Broker that the Trust was not interested.

SunTrust has diligently pursued the request of the City in regard to cross access easement agreements with both adjacent property owners but the response in each case was negative. Despite this fact, and as explained in meetings with the City, SunTrust remains willing to grant an interparcel access easement to an adjoining property for future use should the entitlements for the subject property be approved.

Sincerely,



Martha H. Byrd

Attachment

GROUND LEASE
BETWEEN
PHH INVESTMENTS, LLP
AS LANDLORD
And
SUNTRUST BANK
AS TENANT

GROUND LEASE

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AGREEMENT

EXHIBIT “E” PROHIBITED USES

1st

M. R. [Signature]

GROUND LEASE

March THIS GROUND LEASE (this "Lease") is entered into as of the ~~28th~~ day of ~~February~~, 20/6, (the "Effective Date") by and between PHH INVESTMENTS, LLP, a Georgia limited liability partnership (hereinafter referred to as "Landlord"), Landlord having an address at c/o Hoover Foods, Inc., 4030 Johns Creek Parkway, Suwanee, Georgia 30024, Attn: Duane L. Hoover, Sr. and 4200 Northside Parkway, Building 2, Suite 200, Atlanta, Georgia 30327, Attn: Charles L. Hill, Jr.; and SUNTRUST BANK, a Georgia state bank (hereinafter referred to as "Tenant"), Tenant having an address at SunTrust Bank, 919 East Main Street, 14th Floor, Richmond, Virginia 23219, Attn: Corporate Real Estate, facsimile (804) 782-5991.

WITNESSETH:

In consideration of Ten Dollars (\$10.00), the Deposit (as hereinafter defined) other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Landlord and Tenant, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

Section 1. Demised Premises: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land (the "Land"), consisting of approximately 0.74 acres located at 6240 Roswell Road, Atlanta, Fulton County, Georgia 30328, (Fulton County Tax Parcel #17 008900020410) more particularly described or shown on Exhibit "A" attached hereto and by this reference made a part hereof; TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to said Land (the Land and the foregoing easements and interests being hereinafter referred to collectively as the "Demised Premises"). Subject to Tenant's rights of termination and Landlord's representations and warranties contained herein (including Section 2(a)), Tenant is leasing the Demised Premises on an "AS IS" basis.

Section 2. Term:

(a) Subject to the terms and conditions set forth herein, the term of this Lease ("Lease Term") shall commence on the date which is twenty (20) days after the first to occur of: (i) Tenant's delivery of both the Permits Approvals Notice and the Regulatory Approvals Notice (as hereinafter defined) to Landlord or (ii) Tenant's waiver of its right to terminate this Lease as a result of the failure to obtain the Permits and Regulatory Approvals as provided in Section 8(c) or Section 8(d) (such date being hereinafter referred to as the "Commencement Date"). Landlord may continue to operate the Wendy's Old Fashioned Hamburger Restaurant Franchise from the Demised Premises for twenty (20) days (the "Twenty Day Period") following Tenant's delivery of both the Permits Approvals Notice and the Regulatory Approvals Notice. Landlord hereby covenants that Landlord shall deliver full and exclusive possession of the Demised Premises to Tenant on or before the Commencement Date free and clear of any leases, occupants and parties in possession in a vacant condition substantially similar to that required of an open and operating Wendy's store with all trash and debris (and debris containers) legally removed off-site, but with

such exceptions as are associated with Landlord's removal of equipment, furnishings, furniture, fixtures and equipment from the Demised Premises. Subject to Section 3 below, the rent shall commence to accrue on the date which is one hundred twenty (120) days following the Commencement Date (hereinafter the "Rental Commencement Date").

(b) The initial Lease Term shall be for the period beginning on the Commencement Date and terminating on the last day of the month which is twenty (20) years after the Rental Commencement Date, unless sooner terminated or extended as herein provided. Tenant shall have the right, at its option, to extend the Lease Term for four (4) additional, consecutive periods of five (5) years each (the "Option Periods"), at the rent and upon all of the other terms, conditions, covenants and provisions set forth herein; provided, however, that Tenant may only extend the Lease Term by giving Landlord written notice of such extension on or prior to a date which is three (3) months before the expiration of the initial Lease Term or any extension period, as the case may be. The first Lease year shall include the period from the Commencement Date through the last day of the month which is the twelfth (12th) month after the month in which the Rental Commencement Date occurs. If Tenant exercises its option to extend the Lease Term, Tenant shall lease the Demised Premises during the applicable Option Periods upon all of the terms and conditions set forth in this Lease. To the extent Tenant elects to extend the Lease Term, the term "Lease Term" as used herein shall include the Option Periods, as appropriate.

Section 3. Rent:

(a) On the Effective Date, Tenant has deposited with Landlord the sum of [REDACTED] (such sum, together with any Additional Deposit delivered under Section 8(c), the "Deposit"). If Tenant terminates the Lease during the Inspection Period due to Tenant's determination that either (i) the Demised Premises contains Hazardous Materials or (ii) Landlord fails to fulfill its obligations under Section 8(b), such Deposit shall be promptly returned to Tenant. If Tenant terminates the Lease for any other reason, the Deposit shall be retained by Landlord as consideration for entering into this Lease, which right of Landlord to retain the Deposit and any Additional Deposits (as defined herein) shall survive such termination of this Lease. If Tenant does not elect to terminate the Lease as provided herein, commencing on the Rental Commencement Date, the Deposit shall be applied to Tenant's Rent obligations under Section 3(b) until the Deposit has been fully so allocated.

(b) Tenant covenants and agrees to pay Landlord for the Demised Premises, without offset or deduction except as expressly set forth herein, and without previous demand therefor, rent at the annual rate hereinafter set forth from the Rental Commencement Date and thereafter throughout the Lease Term. The annual rent shall be payable by Tenant in twelve (12) equal monthly installments on the first day of each and every calendar month. The rent payable during the initial terms and any extended terms of this Lease shall be as follows:

<u>Initial Term</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Years 1-5	[REDACTED]	[REDACTED]
Years 6-10	[REDACTED]	[REDACTED]
Years 11-15	[REDACTED]	[REDACTED]
Years 16-20	[REDACTED]	[REDACTED]

<u>Extended Terms</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Years 21-25		
Years 26-30		
Years 31-35		
Years 36-40		

(c) As used herein, the term "rent" shall be deemed to include rent payable hereunder as well as any additional amounts payable hereunder by Tenant. In the event that rent commences hereunder on other than the first calendar day of a month, or if the last day of the Lease Term is other than the last calendar day of a month, the rent due hereunder for the first and/or last month, as the case may be, shall be prorated on a daily basis.

Section 4. Place of Payment: All amounts payable under Section 3 of this Lease, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of Landlord set forth above, or at such other place as Landlord may from time to time designate by written noticed to Tenant, in lawful money of the United States which shall be legal tender for the payment of all debts and dues, public and private, at the time of payment.

Section 5. Rent to be Net to Landlord: It is the intention of the parties hereto that the rent payable hereunder shall be absolutely net to Landlord so that this Lease shall yield, net to Landlord, the rent specified herein during the term of this Lease, as such rent may be adjusted as provided in Section 3.

Section 6. Use of Demised Premises: The Demised Premises may be used for a bank branch facility including a drive-through facility, one or more ATM facilities, night depository box, bank offices, related and/or ancillary uses, general office uses, and such other uses as are permitted by law and approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, the Demised Premises may not be used for any of the prohibited uses set forth on Exhibit "E" attached hereto, which by this reference is made a part hereof. Tenant shall have no express or implied obligation to conduct any business operations on the Demised Premises and may suspend or terminate such operations at any time and for any reason.

Section 7. Taxes and Utility Expenses:

(a) Tenant shall, during the Lease Term pay and discharge punctually, as and when the same shall become due and payable, as additional rent, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, which arise or accrue from and after the Commencement Date and which shall or may during the Lease Term be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Land or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon or therein or any part thereof, together with all interest and penalties thereon incurred as a result of Tenant's failure to timely pay any bill received by Tenant prior to its due date, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and all other governmental authorities whatsoever (all of the foregoing being hereinafter referred to as "Taxes"). Landlord acknowledges and agrees that any standby fees, Taxes or assessments

by any taxing authority attributable to any period prior to the Commencement Date which may become due shall be paid in full by Landlord.

Tenant shall be deemed to have complied with the covenants of this Section 7 if payment of such Taxes shall have been made within any period allowed either by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same in writing.

(b) All such Taxes which shall become payable during each of the calendar years in which the Lease Term commences and terminates, shall be apportioned pro-rata between Landlord and Tenant in accordance with the respective portions of such years during which such term shall be in effect. In the event any of said Taxes are payable in installments, Tenant may pay the same as such installments become due and payable. Landlord shall pay all special assessments made or becoming a lien against or with respect to the Land and Improvements thereon prior to the Commencement Date. If any such special assessments made after the Commencement Date shall be payable in installments, Tenant shall pay the installments that become due and payable during the remaining Lease Term.

(c) Tenant shall have the right to contest the amount or validity of any Taxes by appropriate legal proceedings, diligently pursued, in the name of Landlord if required by applicable law, provided that (i) Tenant shall first make all contested payments, under protest if it desires; (ii) the Demised Premises is not in any danger of being sold, forfeited, lost or interfered with; (iii) Tenant shall have furnished such security, if any, as may be required in the proceedings; and (iv) all expenses incurred in connection with such proceedings shall be paid by Tenant.

The legal proceedings referred to above in this Section 7(c) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied to be due and payable on any such contested Taxes.

(d) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate, less the reasonable costs, if any, incurred by Landlord in obtaining such refund or rebate, shall belong to Tenant. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as and when received by Landlord.

(e) Nothing contained in this Lease shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income, gross receipts (whether imposed on Landlord or Tenant), excise or profit taxes that are or may be imposed upon or assessed against Landlord, its heirs, successors or assigns.

(f) During the Lease Term, Tenant shall also pay and discharge punctually, as and when the same shall become due and payable, all sewer rents and all charges for water, steam, heat, gas, hot water, electricity, light and power, all other utilities and all other service or services

furnished to the Land and Improvements thereon or the occupants thereof during the Lease Term.

Section 8. Conditions to Tenant's Obligations: (a) Tenant's obligations under this Lease are subject to and contingent upon the sole determination by Tenant that the Demised Premises are satisfactory for the use and purposes intended by Tenant. Within five (5) business days after the Effective Date, Landlord shall furnish to Tenant, at no cost or expense to Tenant, copies of the following information in the actual possession of Landlord with respect to the Demised Premises: any surveys, site plans, deeds, title reports, title insurance policies, documents affecting title to the Demised Premises and which constitute exceptions to the title insurance policies, environmental studies, wetland permits, zoning letters, geotechnical and soils reports, engineering plans, tax assessments and other similar studies and reports. Tenant shall have until forty-five (45) days after the Effective Date (the "Inspection Period") to make such determination with respect to the Demised Premises and to give notice to Landlord if Tenant shall determine that the Demised Premises are not satisfactory for the use and purposes intended by Tenant. Upon the giving of such notice, this Lease shall terminate and be of no further force or effect and neither Landlord nor Tenant shall have any further rights or obligations hereunder, except with respect to any obligations which expressly survive termination (as provided herein). If Tenant fails to give such notice on or prior to the date of expiration of the Inspection Period, then such conditions shall be deemed to have been waived by Tenant. In the event the Inspection Period shall expire on a Saturday, Sunday or holiday, then the date of expiration of such Inspection Period shall be extended to the next succeeding business day.

(b) Within twenty (20) days of the Effective Date, Landlord shall furnish to Tenant, at no cost or expense to Tenant, evidence that Tenant shall have sole use and occupancy of the Demised Premises from and after the Commencement Date, including either (i) written approval from Wendy's International of the termination of the Wendy's Old Fashioned Hamburgers Restaurant franchise currently being operated on the Demised Premises or such other written approval by Wendy's International as shall be satisfactory to Landlord (such as permission to relocate the Wendy's Restaurant operation to another location without terminating the franchise agreement) or (ii) Landlord's election to waive such written approval by Wendy's International.

(c) Tenant shall deliver the Conceptual Plans for Landlord's review and approval pursuant to Section 9. Tenant shall have until 5:00 p.m. local Atlanta, Georgia time on the business day that is one hundred eighty (180) calendar days after the expiration of the Inspection Period (the "Approval Period") within which to obtain, at Tenant's sole expense, all necessary licenses, permits, approvals and consents that may be required by all applicable governmental entities having jurisdiction over the Demised Premises and third parties for the development, construction and operation of the Improvements (as hereinafter defined) on the Demised Premises, including, as necessary, special exceptions, re-zoning, variances and site plan approval (but not including subdivision approvals, signage approvals, curb cuts and other access approvals, utility connection permits and building permit approvals), upon terms and conditions acceptable to Tenant in its sole discretion (the "Permits"). Tenant agrees to make all filings required to obtain the Permits within ninety (90) days following the expiration of the Inspection Period and shall thereafter continuously employ its diligent efforts as necessary to secure and obtain the Permits. Tenant shall keep Landlord reasonably informed of Tenant's progress toward obtaining the Permits, to include providing Landlord courtesy copies of Permit

applications/filings (including changes thereto) and shall promptly notify Landlord of receipt of all Permits (the "Permits Approvals Notice"). Landlord agrees to reasonably cooperate, at Tenant's request, with Tenant in Tenant's efforts to obtain the Permits and to execute any applications or other documents or instruments required in connection therewith, all at Tenant's sole cost and expense. If Tenant has not received the Permits or Regulatory Approvals (as hereinafter defined) prior to the expiration of the Approval Period, Tenant may, prior to the expiration of the Approval Period, either (i) terminate this Lease by providing written notice thereof to Landlord, in which event neither party shall have any further rights or obligations hereunder, except with respect to any obligations which expressly survive termination (as provided herein), or (ii) extend the Approval Period for up to two (2) additional periods of thirty (30) calendar days each by providing written notice to Landlord and delivering to Landlord the sum of \$20,000 (each, an "Additional Deposit") in each instance (the "Extended Approval Period(s)"). Each Additional Deposit shall be held and applied with the Deposit as provided in Section 3(a). If Tenant has not received the Permits prior to the expiration of the Extended Approval Period(s), Tenant may, prior to the expiration of the Extended Approval Period, terminate this Lease by providing written notice to Landlord, in which event Landlord shall retain the Deposit and any Additional Deposits, and neither party shall have any further rights or obligations hereunder, except with respect to any obligations which expressly survive termination (as provided herein). If Tenant does not timely terminate as set forth in this Section 8(c), Tenant shall be deemed to have waived the termination right.

(d) In order for the condition described below in this subparagraph (d) to apply, Tenant agrees to apply for the necessary banking regulatory approvals to operate a branch bank facility at the Demised Premises (the "Regulatory Approvals") within ninety (90) days following the expiration of the Inspection Period. Tenant's obligations under this Lease shall be expressly contingent upon Tenant's receipt of the Regulatory Approvals. Once Tenant has filed the application for Regulatory Approvals, Tenant shall use its diligent efforts to obtain such Regulatory Approvals and shall promptly notify Landlord of receipt of all Regulatory Approvals ("Regulatory Approvals Notice"). If Tenant has not received the Regulatory Approvals on terms and conditions satisfactory to Tenant by the end of the Approval Period or the Extended Approval Period(s), as the case may be, Tenant shall have the right to terminate this Lease by providing written notice of termination to Landlord not later than ten (10) days following the Approval Period or Extended Approval Period(s), as the case may be, in which event Landlord shall retain the Deposit and any Additional Deposits and neither party shall have any further rights or obligations hereunder, except with respect to any obligations which expressly survive termination (as provided herein). If Tenant does not timely terminate as set forth in this Section 8(d), or if Tenant gives Landlord written notice that Tenant waives the right to terminate under this Section 8(d) not later than ten (10) days following the end of the Approval Period or Extended Approval Period(s), as the case may be, Tenant shall be deemed to have waived the termination right. Notwithstanding the foregoing, in no event shall Tenant be required to start construction of the Improvements or open its business unless it has first received the Regulatory Approvals but Tenant's obligation to pay rent shall nonetheless commence and continue as provided herein.

(e) Tenant shall at all times before the Commencement Date of the Lease have the privilege of going upon the Demised Premises with its agents or engineers as needed to inspect, examine, survey and otherwise do whatever Tenant deems necessary in the engineering and

planning for development of the Demised Premises, except that Tenant shall not perform or permit to be performed any Phase II environmental audit or study without Landlord's prior written consent. Said privilege shall include the right, at Tenant's sole expense, to make soil tests, borings, percolation tests and tests to obtain other information necessary to determine surface, subsurface and topographic conditions. Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any claims or damages incurred by Landlord as a result of persons or firms entering the Demised Premises on Tenant's behalf pursuant to the privilege granted under this Section 8. Tenant's indemnity obligations under this Section 8(e) shall survive the expiration or termination of this Lease.

Section 9. Improvements, Repairs, Additions, Replacements:

(a) Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Land, at any time and from time to time, such buildings, structures, parking areas, driveways, drive-thru windows, walks, exterior signage, gardens and other improvements (collectively, the "Improvements") as Tenant in its sole discretion shall from time to time determine are necessary for conducting the business of Tenant on the Demised Premises, provided that the same shall be in compliance with all then applicable building codes, and ordinances, and provided that the plans ("Plans") for the same shall be approved in writing by Landlord, which approval by Landlord shall not be unreasonably withheld, conditioned or delayed. Tenant will provide preliminary or conceptual plans, consisting of building elevations, building footprint, and site plan showing circulation and parking and location of building ("Conceptual Plans") to Landlord within thirty (30) days after the end of the Inspection Period for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord agrees to respond to any request for approval of such Conceptual Plans and/or Plans within seven (7) business days after receipt by Landlord of the proposed Conceptual Plans and/or Plans, and if Landlord fails to respond to any request by Tenant for such approval within such seven (7) business day period, such Conceptual Plans and/or Plans shall be deemed to be approved. For the purposes of this Section 9(a) and for the purposes of Section 9(c) below, the term Improvements shall include Tenant's pylon or monument signage. Landlord further agrees that Landlord's consent shall not be required for the construction by Tenant of any future building or improvements that are the prototype building or other improvements then used by Tenant in the majority of its locations. Title to all Improvements shall be and remain in Tenant until the expiration of the Lease Term or earlier termination of this Lease. During the Lease Term, Tenant shall be entitled to claim depreciation on the Improvements for all purposes.

(b) Tenant shall, at all times during the Lease Term, and at its own cost and expense, keep and maintain or cause to be kept or maintained in adequate repair and condition all Improvements at any time erected on the Land. Unless expressly provided herein, Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the Land or building during the Lease Term.

(c) After the initial Improvements are completed, Tenant shall have the right to make alterations or repairs to the Demised Premises as if Tenant were the owner of fee simple title to the Demised Premises; provided, however, that (i) such alterations are in compliance with the approved Permits and all applicable laws, statues and ordinances and (ii) all material exterior improvements, modifications, alterations or demolition that differs from Tenants then current

prototype building or other improvements then used by Tenant in the majority of its locations shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord agrees to respond to any request for approval of such improvements, modifications, alterations or demolition within seven (7) business days after receipt by Landlord of the proposed plans, and if Landlord fails to respond to any request by Tenant for such approval within such seven (7) business day period, such improvements, modifications, alterations or demolition shall be deemed to be approved.

(d) It is understood that the Tenant intends to demolish the existing restaurant building on the Land prior to the commencement of construction of Tenant's Improvements and that Landlord may remove all trade fixtures, equipment and personal property therefrom at any time prior to the expiration of the Twenty Day Period. Upon the expiration or sooner termination of the Lease Term, title to any Improvements, as well as title to any sign structure, situated or erected on the Land by Tenant shall vest in and become the full and absolute property of Landlord, subject to Section 9(e) below.

(e) Upon the expiration or sooner termination of the Lease Term, Tenant shall quit and surrender to Landlord the Demised Premises and Improvements then located thereon; provided, however, Tenant shall be permitted to remove Tenant's furniture, equipment, inventory, office materials and supplies, business records and other documents, installed signs, trade fixtures and floor coverings, decorative wall panels (but not walls), and any other items that make up Tenant's trade style, and Tenant shall have the right to alter the design and physical features of the Improvements to protect the trade style or patent rights claimed by Tenant in such Improvements. Tenant shall repair any damage after any such removal but shall not be required to effect complete restoration (i.e., replacing floor coverings, wall coverings, lighting or otherwise or repairing holes in walls, ceilings, floors or otherwise which are due to the act of removal, as opposed to a hole or damage caused by a piece of equipment being hit against a wall while being removed from the Demised Premises by moving personnel and causing a hole in such wall) or remove any pylon sign structure.

Section 10. Requirements of Public Authority:

(a) During the Lease Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, and county governments and of all other governmental authorities affecting Tenant's use and occupation of the Demised Premises or appurtenances thereto or any part thereof whether the same are in force at the Commencement Date or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 10.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant or Landlord (as legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section and if compliance therewith may legally be delayed pending the prosecution of any such

proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, directive, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

Section 11. Covenant Against Liens: If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or the interest of Landlord in and to any portion of the Demised Premises, or against Tenant's interest in the Demised Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save Landlord harmless from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. Notice is hereby given that all such liens shall relate and attach only to the interest of Tenant in the Demised Premises.

Section 12. Access to Demised Premises: Tenant shall permit Landlord, its agents and representatives, to enter the Demised Premises during reasonable business hours and upon at least seven (7) days' prior notice, to inspect the Demised Premises and, during the last one hundred eighty (180) days of the Lease Term, to exhibit the Demised Premises to prospective tenants. In connection with any such entry, Landlord shall minimize the disruption to Tenant's use of the Demised Premises and comply with all security procedures and policies established from time to time by Tenant and shall be accompanied by Tenant's designated representative should Landlord request to inspect and/or exhibit those areas of the Demised Premises Tenant deems to be "secure" or non-public areas.

Section 13. Assignment and Subletting: Landlord's prior, written consent to any assignment or subletting by Tenant shall be required but shall not be unreasonably withheld; provided Tenant shall have the right to assign or sublet, without the prior written consent of or notice to Landlord, (i) to any entity controlling Tenant, controlled by Tenant, or under common control with Tenant, or (ii) to any entity into which Tenant may be merged or consolidated, or (iii) to any entity that acquires of all or substantially all of Tenant's assets. If Tenant gives Landlord notice that Tenant wishes to assign this Lease or sublet the Demised Premises, Landlord shall notify Tenant within fifteen (15) days after receipt of such notice whether Landlord consents to the proposed assignment or subleasing. If Landlord fails to respond within such fifteen (15)-day period, Landlord shall be deemed to have consented thereto. Upon any such assignment of this Lease or subletting of all or any part of the Demised Premises, Tenant shall be and remain fully responsible for all obligations under this Lease.

Section 14. Signs: Tenant shall have the right to install, maintain and replace in, on, over or in front of the Demised Premises or in any part thereof such signs and advertising matter as Tenant may determine are necessary for conducting the business of Tenant on the Demised Premises (including, without limitation, at least one (1) pylon sign), and as Landlord shall approve as provided in Section 9(a) and Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such

purposes. As used in this Section 14, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent. Tenant may also place and display any legal notices required by applicable banking regulations and professionally prepared bank-wide advertising materials on the windows and doors of the Improvements.

Section 15. Indemnity:

(a) Tenant shall indemnify, defend and hold Landlord, and its members, partners, managers, agents and employees, harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury or property damage that occurs on the Demised Premises or that results from Tenant's negligence or failure to comply with its obligations and covenants contained in this Lease, except to the extent caused by the negligence or willful misconduct of Landlord or its members, partners, managers, agents and employees.

(b) Landlord shall indemnify, defend and hold Tenant and its officers, directors, agents and employees, harmless from and against any and all claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury or property damage that results from Landlord's negligence or failure to comply with its obligations and covenants contained in this Lease, except to the extent caused by the negligence or willful misconduct of Tenant or its officers, directors, agents and employees.

Section 16. Insurance:

(a) Throughout the Lease Term, Tenant shall, at Tenant's sole cost and expense, obtain and maintain a policy of broad form commercial general liability insurance with respect to any liability which arises from any occurrence on the Demised Premises or which arises from any matter against which Tenant is required to indemnify Landlord pursuant to Section 15(a). Such policies shall be in a minimum amount of [REDACTED] combined single limit per occurrence and [REDACTED] in the aggregate, and shall name Landlord and the holder of each Mortgage, named by Landlord in a written notice to Tenant, as additional insureds thereunder.

(b) Throughout the Lease Term, Tenant shall, at Tenant's sole cost and expense, keep the Improvements insured with "all risk" coverage as is or then shall be commonly included in policies insuring similar buildings against loss by fire and other casualties, at the replacement cost of the Improvements, whether in the course of construction or completed. For the purposes of this Section 16(b), the term "replacement cost" shall be deemed to be the actual cost of demolishing any Improvements to be removed from the Demised Premises and replacing the Improvements, exclusive of the costs of excavations, foundations and footings, in accordance with the then-applicable building code. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to Tenant, and, except as otherwise set forth below in Section 18, Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to Tenant shall be held in trust by Tenant for the purpose of paying the expenses of complying with its obligations under Section 18 hereof. Landlord shall, at Tenant's cost and expense, cooperate in good faith with Tenant in order to obtain the largest possible recovery and execute any and all consents and other

instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as provided herein and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

(c) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations of Tenant provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved and such blanket insurance is acceptable to any Leasehold Mortgagee.

Section 17. Waiver of Subrogation: All insurance policies carried by either party covering the Demised Premises, including but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. As to any loss or damage which may occur upon the property of a party hereto and be covered (or required by the terms of this Lease to be covered) under any insurance policy(ies), such party hereby releases the other from any amount of liability for such loss or damage. Such release shall include a release of liability for the full amount of any deductible maintained by a party under its insurance policy.

Section 18. Destruction: In the event that, at any time during the Lease Term, the Improvements on the Land shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies carried by Tenant in accordance with this Lease, then, to the extent of the net proceeds received by Tenant plus any deductible maintained by Tenant, Tenant shall cause the same to be repaired, replaced or rebuilt (with such changes in the design, type or character of the Improvements as Tenant may deem desirable and are approved by Landlord, such approval not to be unreasonably withheld or delayed) within fifteen (15) months after receipt by Tenant of such insurance proceeds. Tenant acknowledges that there shall be no abatement of rent during any such restoration period. Tenant shall have the right to operate its business from a temporary trailer on the Demised Premises during such repairs provided such trailer is in compliance with applicable local laws and ordinances. Notwithstanding the foregoing sentence to the contrary, in the event the Improvements on the Land are destroyed or damaged at any time during the last two (2) years of the initial Lease Term or any extension period to the extent that, in Tenant's reasonable judgment, the Demised Premises are not usable in their damaged condition for the conduct of Tenant's business, Tenant may, upon three (3) months written notice to Landlord, elect to terminate this Lease in which event Landlord shall be entitled to all insurance proceeds payable with respect to the casualty, except for insurance proceeds attributable to the loss or destruction of property that Tenant would be entitled to remove upon the expiration of this Lease under Section 9(e) hereof.

Section 19. Eminent Domain:

(a) As used herein, the term "Taking" shall mean and refer to the event of vesting of title in a competent authority vested with the power of eminent domain or condemnation pursuant to any action or proceeding brought by such authority in exercise of such power, including a voluntary sale to such authority, either under threat of, or in lieu of, condemnation or while a

condemnation action or proceeding is pending. If, at any time during the Lease Term, there shall be a Taking of all of the Demised Premises, or a substantial part of the Demised Premises such that the portion of the Demised Premises remaining after such Taking would, in Tenant's reasonable judgment, be impractical for use by Tenant, then Tenant shall be relieved of its obligations to pay rent and to perform its other covenants hereunder from and after the date of such Taking, and Tenant shall surrender the remaining portion of the Demised Premises, if any, to the Landlord as of such date; provided that such release and surrender shall in no way prejudice or interfere with Tenant's right to an award to which it may be entitled under applicable law. The rent for the last month of Tenant's possession of the Demised Premises shall be prorated and any rent paid in advance shall be refunded to the Tenant.

(b) In the event of a Taking which does not result in a termination of this Lease pursuant to Section 19(a), neither the Lease Term nor the rental or additional rental payable hereunder shall be reduced or affected in any way. The award for any partial Taking shall be allocated between Landlord and Tenant as each may be entitled under applicable law.

(c) If a court fails or refuses to grant separate awards to Landlord and Tenant upon a Taking of all or any portion of the Demised Premises, and if Landlord and Tenant cannot agree on the allocation of the award, and if such inability to agree continues for thirty (30) days after the amount of the award is determined, Landlord and Tenant agree that the determination of such allocation shall be made in accordance with the following procedure. Landlord and Tenant shall each promptly appoint one (1) appraiser. Those two (2) appraisers shall promptly appoint a third (3rd) appraiser. Each appraiser appointed hereunder shall be a member of the American Institute of Real Estate Appraisers (or successor organization) having at least five (5) years experience in appraisal of real estate for commercial retail use in the metropolitan area in which the Land is located. If such appraisers fail to appoint such third (3rd) appraiser within thirty (30) days after notice of their appointment, then either Landlord or Tenant, upon notice to the other, may request the appointment of a third (3rd) appraiser by the then president of the Board of Realtors in the city in which the Land is located, or any then similar existing body. The three (3) appraisers so appointed shall jointly make the required appraisals of the values of Landlord's and Tenant's interests in the Demised Premises and shall allocate the award based upon such appraisals. If the estimated values set forth in the three appraisals are within a ten percent (10%) variance, the average of the three values shall be used to allocate the award between Landlord and Tenant. If the variance exceeds ten percent (10%), the appraisal of the third (3rd) appraiser will be accepted by Landlord and Tenant. If, after notice by either Landlord or Tenant of the appointment of an appraiser by the party giving such notice, the other party to whom such notice is given shall fail, within a period of ten (10) days after such notice, to appoint an appraiser, then the appraiser so appointed by the party giving the notice shall have the power to proceed as sole appraiser to make the appraisal and allocation hereunder. Landlord shall pay the fees and expenses of the person appointed by Landlord as an appraiser hereunder. Tenant shall pay the fees and expenses of the person appointed by Tenant as an appraiser hereunder, and Landlord and Tenant shall each pay one-half (1/2) of the fees and expenses of the third (3rd) appraiser appointed pursuant to the provisions of this Section 19.

Section 20. Utility Easements: Tenant shall have the right to enter into reasonable agreements with utility suppliers creating easements in favor of such suppliers, including, without limitation, gas, electricity, telephone, water and sewer, as are required in order to service

the Improvements on the Land, subject, however, to Landlord's reasonable approval of location of such utility lines. Landlord agrees to respond to any request for approval within seven (7) business days after receipt by Landlord of the proposed location of such utility lines, and if Landlord fails to respond to any request by Tenant for such approval within such seven (7) business day period, such location shall be deemed to be approved. If Landlord rejects any proposed location of such utility lines, it shall identify an acceptable location for such utility lines in its notice of rejection. Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions reasonably required in order to effectuate the same, all at Tenant's cost and expense.

Section 21. Leasehold Mortgages:

(a) Notwithstanding any other provision hereof to the contrary, Tenant shall have the right, from time to time, to convey or encumber by mortgage, deed to secure debt or similar financing instrument, Tenant's leasehold estate and interest in and to the Demised Premises or any part thereof (each such leasehold mortgage, deed to secure debt or other financing instrument being herein referred to as a "Leasehold Mortgage" and the holder thereof as a "Leasehold Mortgagee"). The execution and delivery of a Leasehold Mortgage shall not, in and of itself, be deemed to constitute an assignment or transfer of this Lease nor shall the Leasehold Mortgagee, as such, be deemed an assignee or transferee of this Lease so as to require such Leasehold Mortgagee to assume the performance of any of the covenants or agreements on the part of Tenant to be performed hereunder. Tenant shall also have the right from time to time to obtain financing by a "sale and leaseback" of Tenant's leasehold interest hereunder (i.e., an assignment of Tenant's leasehold estate under this Lease simultaneously with or subsequent to the making of a sublease of all of the Demised Premises to Tenant). If Tenant shall enter into any such financing arrangement, it shall deliver to Landlord true and complete copies of the instruments effecting such transaction. Simultaneously with the delivery to Landlord of the aforesaid instruments effecting such transaction, Tenant shall also give Landlord notice of the name and address of the party providing such financing.

(b) Tenant agrees that Tenant shall not encumber its leasehold estate with more than two (2) Leasehold Mortgages at one time without the prior, written consent of Landlord. With respect to any Leasehold Mortgagee or other person providing financing as to which Landlord shall have been given notice, the following shall apply notwithstanding any other provision of this Lease to the contrary:

(1) No voluntary termination by Tenant of this Lease shall be effective unless consented to in writing by such Leasehold Mortgagee; and any material amendment or material modification of this Lease or the exercise by Tenant of any option to terminate this Lease without the written consent of such Leasehold Mortgagee shall be voidable as against such Leasehold Mortgagee at its option. If any Leasehold Mortgagee shall fail to respond to any written consent under this Section 21(b)(1) within thirty (30) days after the receipt by such Leasehold Mortgagee of such written request (which written request shall make specific reference to this Section 21(b)), the Leasehold Mortgagee shall be deemed to have granted its consent to such request.

(2) Landlord shall give any and all notices given to Tenant hereunder simultaneously to any such Leasehold Mortgagee at the address of such Leasehold Mortgagee provided to Landlord, and no such notice shall be effective as to such Leasehold Mortgagee unless and until a copy thereof has been given to such Leasehold Mortgagee.

(3) Nothing herein contained shall require any Leasehold Mortgagee or its nominee to cure any default by Tenant hereunder.

(4) Nothing herein contained shall require Landlord to subordinate its fee interest in the Demised Premises to any such Leasehold Mortgagee.

Section 22. Performance by Subtenant: Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any sublessee of Tenant occupying all or any part of the Demised Premises and the performance of such act shall be deemed to be performance by Tenant and shall be accepted as Tenant's act by Landlord.

Section 23. Quiet Enjoyment; Status of Landlord's Title:

(a) Subject to Section 46 below, Tenant, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Demised Premises during the Lease Term, without hindrance or molestation by anyone.

(b) Landlord represents and warrants to Tenant that Landlord owns fee simple title to the Demised Premises free and clear of any liens, encumbrances and restrictions except only those matters set forth on Exhibit "B" attached hereto and by reference made a part hereof and that Landlord has the power and authority to execute and deliver this Lease and to carry out and perform all covenants to be performed by Landlord hereunder.

(c) Landlord will have the right, at any time and without Tenant's consent, to mortgage, pledge or otherwise hypothecate or encumber Landlord's interest in the Premises or any portion thereof, provided that any such mortgage, deed of trust or other encumbrance be made expressly subject to this Lease (a "Fee Mortgage"). Notwithstanding the foregoing, Tenant agrees to execute an agreement subordinating this Lease to any such mortgage, deed of trust, deed to secure debt or encumbrance so long as the holder thereof ("Mortgagee") executes a commercially reasonable subordination, non-disturbance and attornment agreement, in which event the proviso contained in the preceding sentence will be inapplicable. The subordination, non-disturbance and attornment agreement ("SNDA") shall be in such form as the Mortgagee requires, so long as it is commercially reasonable; provided, however, that without limiting the foregoing, Tenant agrees to execute an SNDA in the form attached hereto as Exhibit "D" as well as any other commercially reasonable SNDA required by the Mortgagee. Landlord may, at any time and from time to time, assign as security for any indebtedness of Landlord, any or all of the rights and interests in whole or in part, of Landlord under this Lease. No such assignment will release Landlord from any of its obligations under this Lease nor constitute an assumption of any

such obligations by the assignee. The assignee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the assignee had been a party hereto.

(d) Landlord acknowledges that, upon the establishment of the Commencement Date of this Lease and the recordation of the Short Form Lease (as defined in Section 39), Tenant intends to obtain a leasehold title insurance policy insuring Tenant's leasehold estate in the Demised Premises. Tenant shall have until the expiration of the Inspection Period during which to examine title to the Demised Premises and to cause a survey (the "Survey") of the Demised Premises to be made and to advise Landlord in writing of any defects or objections affecting the title to the Demised Premises or the use thereof by Tenant disclosed by such title examination and/or Survey other than matters disclosed in Exhibit "B" hereto. In the event the Inspection Period shall expire on a Saturday, Sunday or holiday, then such time period shall be extended to the next succeeding business day. From time to time prior to the Commencement Date of this Lease, Tenant may update the effective date of such title examination or Survey and give notice to Landlord of all defects or objections appearing subsequent to the effective date of its previous title examination or Survey, as the case may be. Landlord shall have ten (10) days after receipt of such notice of title defects or objections from Tenant to advise Tenant in writing which of such title defects or objections Landlord does not intend to satisfy or cure; provided, however, Landlord hereby agrees that Landlord shall satisfy or cure any such defects or objections consisting of Taxes, mortgages, deeds of trust, mechanic's or materialmen's liens or other such monetary encumbrances. Landlord further agrees that Landlord shall, upon the issuance of Tenant's leasehold title insurance policy, deliver to the title insurer a customary owner's affidavit in a form sufficient to delete the so-called "standard exceptions" in an ALTA title insurance policy. In the event Landlord fails to give such written advice to Tenant within such ten (10) day period, Landlord shall be deemed to have not agreed to satisfy or cure all such defects or objections set forth in Tenant's notice. In the event that the foregoing ten (10) day period given to Landlord shall expire on a Saturday, Sunday or holiday, then the time period for response by Landlord shall be extended to the next succeeding business day. If Landlord shall advise Tenant in writing that Landlord does not intend to satisfy or cure any specific non-monetary encumbrances or if Landlord does not respond at all, Tenant may elect either (a) to terminate this Lease by written notice to Landlord, or (b) to accept its leasehold estate subject to such specific non-monetary encumbrances. Unless otherwise agreed by Landlord and Tenant, Landlord shall have until the Commencement Date to satisfy or cure all such defects and objections which Landlord agreed to satisfy or cure as provided above. In the event Landlord fails or refuses to cure any defects and objections which are required herein to be satisfied or cured by Landlord or if Landlord has expressly agreed to satisfy or cure such objections, prior to the Commencement Date, such failure or refusal shall constitute a default by Landlord under this Lease, and Tenant shall have, in addition to all other rights and remedies hereunder, the option to (i) terminate this Lease by written notice to Landlord, (ii) cure such defect or objection, in which event the actual cost and expense incurred by Tenant in connection with the curing of such defect or objection may be offset by Tenant against rent hereunder, (iii) accept its leasehold estate subject to such defects and objections, or (iv) any combination of items (ii) and (iii).

Section 24. Defaults:

(a) The following events shall constitute events of default under this Lease:

(1) Tenant's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of ten (10) days after receipt by Tenant of notice in writing from Landlord specifying the nature of such failure; provided that Landlord shall not be required to give such notice more often than twice in any twelve-month period; or

(2) Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed and the continuance of such failure without the curing of same for a period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying the nature of such failure, and provided Tenant shall not cure said failure as provided in subparagraph (b) of this Section 24; or

(3) if Tenant shall (i) file a petition commencing a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law; (ii) make a general assignment for the benefit of its creditors; (iii) file an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of Tenant or of all or a substantial portion of its property; (iv) file a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, insolvency or similar law, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law; (v) take any action for the purpose of effecting any of the foregoing; or (vi) be the subject of a decree or order for relief by a court having jurisdiction in respect of Tenant in any involuntary case under any applicable federal or state bankruptcy, insolvency or similar law; or

(4) if any proceedings brought against Tenant seeking any of the relief mentioned in Section 24(a)(3) shall not have been dismissed within ninety (90) days.

Upon the occurrence of an event of default and the failure of Tenant to cure the same within the cure period specified, Landlord may, at its option, (i) give to Tenant a notice of election to end the Lease Term upon a date specified in such notice, which date shall be not less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in said notice, and provided such event of default has not been cured, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire Lease Term had elapsed, or (ii) bring suit for the collection of rent hereunder as same becomes due without cancellation or termination of the Lease.

(b) In the event that Landlord gives notice of a default referred to in Section 24(a)(2) and said default is of such a nature that it cannot be cured within such thirty (30) day period then such default shall not be deemed to continue so long as Tenant, after receiving such notice, promptly proceeds to cure the default and continues to take all steps necessary to complete the same promptly. No non-monetary default shall be deemed to continue if and so long as Tenant shall be delayed in or prevented from curing the same by any cause specified in the Section of this Lease entitled "Force Majeure".

(c) Upon any termination of the Lease Term pursuant to Section 24(a), or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Demised Premises and recover possession thereof and dispossess any or all occupants of the Demised Premises in the manner prescribed by the statute relating to summary proceedings, or similar statutes. Upon any such reentry by Landlord, Landlord may sublease the Property in its entirety or in parts for the account of Tenant or may perform the obligations of Tenant under this Lease with regard to the maintenance and repair of the Property on Tenant's behalf.

(d) In the event Landlord elects to terminate this Lease as provided herein, Landlord shall be entitled to pursue an action for damages against Tenant.

(e) Landlord may take any and all actions available at law or in equity to collect the rent then due and thereafter to become due or to enforce the performance and observation of any obligation, agreement or covenant of Tenant under this Lease and, in connection with any such action, Landlord shall be entitled to recover any and all damages incurred by Landlord for Tenant's violation or breach of this Lease. Notwithstanding the foregoing, Landlord covenants and agrees to use reasonable efforts to relet the Demised Premises after any such default by Tenant hereunder and otherwise to mitigate its damages.

(f) No remedy conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute.

(g) If either party institutes any action or proceeding in court to enforce any provision(s) hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the non-prevailing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

(h) Tenant agrees to surrender possession of the Demised Premises to Landlord upon the termination or expiration of the Lease Term. Landlord may thereafter enter upon and repossess the Property and, in the event that Tenant shall have failed to render possession and instead shall hold over, Tenant shall be only a tenant-at-sufferance and not a tenant-at-will. There shall be no renewal or extension of this Lease by operation of law.

(i) In the event Tenant shall fail to perform an obligation under this Lease and if an event of default has resulted therefrom, in addition to the other rights of Landlord hereunder, Landlord shall have the right, but not the obligation, to perform such obligation on behalf of Tenant. Upon receipt of notice demanding the same, together with reasonable evidence of the costs incurred by Landlord, Tenant shall reimburse Landlord for the costs of any such performance by Landlord plus interest thereon at the prime rate (announced from time to time by Bank of America, N.A.) plus four (4) percentage points from the date of such notice until the date of repayment by Tenant. All such amounts shall be deemed additional rent hereunder.

Section 25. Interest and Late Charges: All rent owed by Tenant to Landlord under this Lease shall bear interest from the tenth (10th) day after the date due until paid at the lesser of (i) the "prime rate" (or if the "prime rate" is discontinued, the rate announced as that being charged to the most creditworthy commercial borrowers) announced by Bank of America, N.A., Atlanta, Georgia, or its successor, from time to time, plus four (4) percentage points; or (ii) the maximum lawful contract rate per annum. In addition, in the event any installment of rent under this Lease shall not be paid on or before the fifteenth (15th) day after the due date, a "late charge" of \$100.00 may be charged by Landlord, as additional rent, for the purpose of defraying Landlord's administrative expenses incident to the handling of such overdue payment.

Section 26. Waivers: Failure of Landlord or Tenant to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

Section 27. Limitation of Liability: Tenant shall look solely to Landlord's estate and interest in the Demised Premises and the rents, profits and sale proceeds therefrom for the satisfaction of any right of Tenant for the collection of a judgment or other judicial process requiring the payment of money by Landlord, and no other property or assets of Landlord shall be subject to levy, lien, execution, attachment or other enforcement procedure for the satisfaction of Tenant's rights and remedies under or with respect to this Lease.

Section 28. Tenant Property. All items of property described in Section 9(e) hereof that Tenant is permitted to remove from the Demised Premises upon the expiration of the term of this Lease may be removed by Tenant prior to the expiration of the Lease Term.

Section 29. Intentionally Deleted.

Section 30. Brokerage Commissions: Landlord represents and warrants to Tenant that Landlord has not engaged or employed any real estate broker, agent or other intermediary in connection with this Lease. Tenant represents and warrants to Landlord that, other than Cushman & Wakefield of Georgia, Inc. (the "Broker"), Tenant has not engaged or employed any real estate broker, agent or other intermediary in connection with this Lease other than Roseview Realty Partners, LLC, which has been engaged as an advisor by Tenant and which shall be compensated by Broker in connection with this Lease. Landlord hereby covenants and agrees that it shall be responsible for the payment of a sales commission to the Broker by reason of the creation or procurement of this Lease in accordance with a separate agreement between Landlord and Broker dated of even date herewith. Landlord shall and does hereby indemnify, defend and hold Tenant harmless from and against any and all claims, demands, actions, and judgments of any and all broker's, agents, and other intermediaries alleging a commission, fee or other payment to be owing by reason of Landlord's dealings, negotiations or communications in connection with this Lease or the demise of the Demised Premises. Further, Tenant shall and does hereby indemnify, defend and hold Landlord harmless from and against any claims, defenses, actions and judgments of any brokers, agents, and intermediaries alleging a commission, fee or other payment to be owing by reason of Tenant's dealings, negotiations, or communications in connection with this Lease or the demise of the Demised Premises. This

Section 30 shall survive the termination or expiration of this Lease. In addition, Tenant acknowledges that Landlord has disclosed to Tenant that Charles L. Hill, Jr., is a licensed real estate broker in the State of Georgia and that Charles L. Hill, Jr. has not acted as a broker in connection with this transaction.

Section 31. Environmental Matters:

(a) Landlord represents and warrants that, to Landlord's knowledge as of the Effective Date and the Commencement Date, there are no Hazardous Materials (as hereinafter defined) in, on or under the Demised Premises in violation of any Environmental Law or underground storage tanks located at or under the Demised Premises. For the purposes of this Lease, (a) the term "Hazardous Materials" shall mean (i) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601 *et seq.*, as amended, or the Hazardous Materials Transportation Act, 49 U.S.C. 1801, as amended; (ii) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 *et seq.*, as amended; (iii) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of, and in excess of any lawful limits set forth by, any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as amended; (iv) crude oil or petroleum products, except as the same may exist incidental to the use of the Property for automobile parking, ingress and egress; (v) asbestos in any form or condition; and (vi) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs, and (b) the term "Environmental Laws" shall mean, collectively, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601 *et seq.*, as amended, the Hazardous Materials Transportation Act, 49 U.S.C. 1801, as amended, the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901 *et seq.*, as amended, and any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as amended.

(b) Tenant's Obligations. Tenant shall not cause or permit the escape, disposal or release of any Hazardous Materials on the Demised Premises during the Lease Term. Tenant shall not allow the storage or use of such Hazardous Materials on the Demised Premises in any manner which violates applicable federal, state, or local law, nor allow to be brought onto the Demised Premises any such Hazardous Materials except to use in the ordinary course of Tenant's business. Notwithstanding the foregoing or any other provisions of this Lease to the contrary, Landlord acknowledges and agrees that Tenant shall have no responsibilities or obligations with respect to any Hazardous Materials located in, on or under the Demised Premises prior to the Commencement Date (the "Pre-Existing Environmental Matters").

(c) Indemnification. Tenant agrees to indemnify and hold Landlord harmless from any claims, judgments, damages, penalties, fines, costs, liabilities and expenses (including reasonable attorneys' fees and related court and legal costs and expenses) that arise during or after the Lease Term from or in connection with any release by Tenant of Hazardous Materials on the Demised Premises during the Lease Term in violation of the Environmental Laws or other

violations of Environmental Laws caused by Tenant. Landlord agrees to indemnify and hold Tenant harmless from any claims, judgments, damages, penalties, fines, costs, liabilities and expenses (including reasonable attorneys' fees and related court and legal costs and expenses) that arise during or after the Lease Term from or in connection with (i) a breach of the representations and warranties set forth in this Section 31, (ii) any release by Landlord of Hazardous Materials on the Demised Premises in violation of the Environmental Laws and (iii) any Pre-Existing Environmental Matters.

Section 32. Landlord Representations. Landlord hereby makes the following representations effective as of the Effective Date and the Commencement Date:

(a) Organization and Power. Landlord is a limited liability company duly formed and validly existing under the laws of the State of Georgia and has all requisite powers and all governmental licenses, authorizations, consents and approvals to own the Demised Premises and to enter into and perform its obligations under this Lease and under any document or instrument required to be executed and delivered on behalf of Landlord hereunder.

(b) Authorization, Execution and Delivery. This Lease has been duly authorized, executed and delivered by all necessary action on the part of Landlord, constitutes the valid and binding agreement of Landlord and is enforceable in accordance with its terms.

(c) Noncontravention. The execution and delivery of, and the performance by Landlord of its obligations under, this Lease do not and will not contravene, or constitute a default under Landlord's organizational documents or any agreement, judgment, injunction, order, decree or other instrument binding upon Landlord, or result in the creation of any lien or other encumbrance on the Demised Premises. Except for this Lease, there are no outstanding agreements (written or oral) pursuant to which Landlord (or any predecessor to or representative of Landlord) has agreed to lease or has granted an option to lease the Demised Premises (or any portion thereof).

(d) No Special Taxes. To Landlord's knowledge, there are no special taxes or assessments relating to the Demised Premises or any portion thereof.

(e) Condemnation Proceedings; Roadways. To Landlord's knowledge, there is no condemnation or eminent domain proceeding, or any purchase in lieu thereof, pending or threatened against the Demised Premises or any portion thereof.

(f) Litigation. To Landlord's knowledge, there is no action, suit or proceeding pending or threatened against Landlord or any affiliate of Landlord in any court, before any arbitrator or before or by any governmental body that (i) in any manner raises any question affecting the validity or enforceability of this Lease or any other agreement or instrument to which Landlord is a party or by which it is bound and that is or is to be used in connection with, or is contemplated by, this Lease, (ii) could adversely affect the ability of Landlord to perform its obligations hereunder or under any document to be delivered pursuant hereto, (iii) could create a lien on the Demised Premises, any portion thereof or any interest therein, or (iv) could otherwise adversely affect Tenant's use of the Demised Premises, any portion thereof or any interest therein or the use, operation, condition or occupancy thereof.

(g) OFAC. Landlord is not a Blocked Person (as defined below). For purposes of this Lease, a "Blocked Person" is any person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action

Section 33. Tenant Representations. Tenant hereby makes the following representations effective as of the Effective Date and the Commencement Date:

(a) Organization and Power. Tenant is a banking corporation duly formed and validly existing under the laws of the State of Georgia and has all requisite corporate powers and all governmental licenses, authorizations, consents and approvals to lease the Demised Premises and to enter into and perform its obligations under this Lease and under any document or instrument required to be executed and delivered on behalf of Tenant hereunder.

(b) Authorization, Execution and Delivery. This Lease has been duly authorized, executed and delivered by all necessary corporate action on the part of Tenant, constitutes the valid and binding agreement of Tenant and is enforceable in accordance with its terms.

(c) Noncontravention. The execution and delivery of, and the performance by Tenant of its obligations under, this Lease do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, Tenant's corporate charter or by-laws or any agreement, judgment, injunction, order, decree or other instrument binding upon Tenant, or result in the creation of any lien or other encumbrance on any asset of Tenant.

(d) OFAC. Tenant is not a Blocked Person.

Section 34. Force Majeure: In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than payment of rent or additional rent by Tenant) by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, terrorist acts, insurrection, the act, failure to act or default of the other party, war or any reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, the provisions of this Section shall not operate to extend the date Landlord is required to deliver possession of the Demised Premises to Tenant. Lack of funds shall not be a basis for avoidance or delay of any obligation under this Lease.

Section 35. Notices: Every notice, approval, consent, or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and delivered (i) in person, (ii) by courier, (iii) by reputable overnight courier guaranteeing next day delivery, (iv) if sent on a business day during the business hours of 9:00 a.m. until 5:00 p.m. E.S.T., via telecopier with a copy to follow by reputable overnight courier guaranteeing next day delivery, or (v) sent postage prepaid by United States registered or certified mail, return receipt

requested, directed to the other party at its address hereinabove first mentioned, or such other address as either party may designate by notice given from time to time in accordance with this Section. Such notices or other communications shall be effective (i) in the case of personal delivery or courier delivery, on the date of delivery to the party to whom such notice is addressed as evidenced by a written receipt signed on behalf of such party, (ii) if by overnight courier, one (1) day after the deposit thereof with all delivery charges prepaid, (iii) if by telecopier, on the date of transmission, provided that such telecopier transmission is sent on a business day, during the hours stated above, and provided that a confirmation sheet is received and a copy of the notice is simultaneously delivered by reputable overnight courier (with all charges prepaid) for receipt on the next succeeding business day, and (iv) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. The rent payable by Tenant hereunder shall be paid to Landlord at the same place where a notice to Landlord is herein required to be directed.

Section 36. Certificates: Either party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (i) as to whether this Lease has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment; (ii) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (iii) as to the existence of any default under this Lease; (iv) as to the existence of any offsets, counterclaims or defenses thereto on the part of such other party; (v) as to the commencement and expiration dates of the Lease Term; and (vi) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

Section 37. Governing Law: This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Land is located.

Section 38. Partial Invalidity: If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 39. Short Form Lease: Landlord and Tenant shall execute and deliver a short form of lease in the form attached hereto as Exhibit "C" and made a part hereof by this reference (the "Short Form Lease") upon the establishment of the Commencement Date, which will constitute a short form of this Lease. Any and all recording costs required in connection with the recording of such Short Form Lease shall be paid by Tenant.

Section 40. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders,

and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The term "Landlord" whenever used herein shall mean only the owner at the time of Landlord's interest herein, and upon any sale or assignment of the interest of Landlord, its successors in interest and/or assigns shall, during the term of its ownership of its estate herein, be deemed to be Landlord. The use of the terms "Landlord" and "Tenant" notwithstanding, this Lease creates for all purposes an estate for years and not a usufruct.

Section 41. Entire Agreement; Modification of Lease: No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing executed by Landlord and Tenant.

Section 42. Parties: Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, successors in title, administrators and assigns.

Section 43. Waiver of Landlord's Lien: Landlord expressly waives all liens and security interests (express, implied or statutory) to which Landlord might otherwise be entitled on any Improvements, property, chattels or merchandise now or hereafter owned by Tenant and located at the Demised Premises.

Section 44. Counterpart Execution; Effective Date. This Lease shall be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. The "Effective Date" of this Lease shall be the date upon which this Lease shall have been fully executed by both Landlord and Tenant and each of Landlord and Tenant have received a fully executed counterpart hereof. The party last executing this Lease shall deliver a fully executed counterpart to the other party by overnight courier for receipt on the next succeeding business day and shall insert as the Effective Date on all counterparts of this Lease such next succeeding business day.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"LANDLORD"

PHH INVESTMENTS, LLP
a Georgia limited liability partnership

By: *Duane L. Hoover*
Name: *Duane L. Hoover*
Title: *General Partner*

"TENANT"

SUNTRUST BANK, a Georgia state bank

By: *Martha H. Byrd*
Name: *MARTHA H. BYRD*
Title: *FIRST VICE PRESIDENT*

(BANK SEAL)

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 89 of the 17th District of Fulton County, Georgia, containing .696 acres, all according to that certain plat of survey entitled "Boundary Survey for PNB Investments, Zenith Investments, Inc., First Union Bank of North Carolina, and Chicago Title Insurance Company" as prepared by Thomas A. Kohn, Georgia Registered Land Surveyor Number 2208, of Hensley-Schmidt, Inc., dated September 29, 1987, and being more particularly described according to said survey as follows:

BEGINNING at a point located at the intersection of the westerly right-of-way line of Georgia Highway Number 9, which highway is also known as Roswell Road (same having a 60 foot right-of-way) and the northeasterly right-of-way line of Johnson Ferry Road (same having a 65 foot right-of-way); thence running along the northeasterly right-of-way line of Johnson Ferry Road North 74 degrees 44 minutes 56 seconds West a distance of 182.97 feet to an iron pin set; thence running along the easterly property line of property now or formerly owned by John B. Moore North 01 degree 48 minutes 54 seconds West a distance of 169.23 feet to an iron pin set; thence running along the southwesterly property line of property now or formerly owned by Lamar Ellis Oglesby South 77 degrees 3 minutes 23 seconds East a distance of 181.71 feet to a 3/8 inch rebar iron pin found on the westerly right-of-way line of Georgia Highway 9, (same having a 60 foot right-of-way); thence running along said right-of-way line South 01 degree 33 minutes 23 seconds East a distance of 176.64 feet to the POINT OF BEGINNING.

EXHIBIT "B"

TITLE EXCEPTIONS

1. Taxes for the year 2016 and subsequent years, a lien, not yet due and payable.
2. Slope and Maintenance Easement for adjacent right-of-way of Roswell Road contained in the Warranty Deed from Phillips Petroleum to Fulton County dated March 3, 1960, recorded in Deed Book 3555, page 121 with the Fulton County, Georgia Clerk of Superior Court.
3. Slope and Maintenance Easement for adjacent right-of-way for West Johnson Ferry Road from Phillips Petroleum to Fulton County dated May 12, 1961, recorded in Deed Book 3786, page 186, aforesaid records.
4. Power Easement from Wendy's International, Inc. to Georgia Power Company dated April 25, 1977, and recorded in Deed Book 6742, page 267, aforesaid records.
5. The matters shown on boundary survey for PHH Investments, Zenith Investments, Inc., First Union National Bank of Charlotte, North Carolina, and Chicago Title Insurance Company dated September 29, 1987, prepared by Hensley-Schmidt, Inc., Thomas A. Kohn, Georgia Registered Land Surveyor Number 2208, as follows:
 - (a) poles, guy lines and power lines crossing onto and off of the southwesterly portion of the property;
 - (b) fire hydrant located in the southeasterly corner of the property;
 - (c) Southern Bell manhole located on the easterly property line of the property;
 - (d) three (3) manholes located in the southwesterly corner of the property; and
 - (e) asphalt encroachment on the southeasterly corner of the property at the intersection of the right-of-way of Johnson Ferry Road and Georgia Highway Number 9.
6. Memorandum of Lease from PHH Investments to Zenith Investments, Inc. dated September 30, 1987, recorded in Deed Book 11101, Page 482, aforesaid records [to be cancelled upon execution of Ground Lease].
7. Other matters of record not materially interfering with Tenant's use of the Demised Premises and matters that would be shown by a current as-built survey of the Demised Premises.

EXHIBIT "C"

After recording, please return to:

Thomas E. Jones, Jr., Esq.
Chamberlain Hrdlicka, White, Williams & Aughtry
191 Peachtree Street, N.E., 34th Floor
Atlanta, Georgia 30303-1747

STATE OF GEORGIA

COUNTY OF _____

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "Short Form Lease") is entered into as of this _____ day of _____, 2016, by and between PHH INVESTMENTS, LLP a Georgia limited liability partnership ("Landlord"), and SUNTRUST BANK, a Georgia state bank ("Tenant").

WITNESSETH:

A. Landlord and Tenant have entered into a Ground Lease dated February _____, 2016 (the "Lease") and are filing this Short Form Lease to provide record notice of the Lease and the terms and conditions contained in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Short Form Lease and in the Lease, Landlord and Tenant hereby agree as follows:

1. Demised Premises. Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land (the "Land"), consisting of approximately .696 acres located at 6240 Roswell Road, Atlanta, Fulton County, Georgia 30328 (Fulton County Tax Parcel #17 008900020410) more particularly described or shown on Exhibit "A" attached hereto and by this reference made a part hereof; TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or

goes relating to said Land (the Land and the foregoing easements and interests being hereinafter referred to collectively as the "Demised Premises").

2. Term. The term of the Lease commenced on _____, 2016, and will terminate on the last day of the month which is twenty (20) years after the Rent Commencement Date (as that term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Lease.

3. Incorporation of Lease. The provisions of the Lease are incorporated into this Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

4. Defined Terms. All capitalized terms and words of art which are used but not defined in this Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

5. Cancellation of Short Form Lease. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver an appropriate release and/or cancellation instrument in recordable form acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

"LANDLORD"

Signed, sealed and delivered
in the presence of:

PHH INVESTMENTS, LLP,
a Georgia limited liability partnership

Witness

By: _____ (SEAL)

Name: _____

Its _____

Notary Public

Commission Expiration Date:

(NOTARY SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"TENANT"

Signed, sealed and delivered
in the presence of:

SUNTRUST BANK, a Georgia state bank

Witness

By: _____
Name: _____
Its _____

Notary Public

[BANK SEAL]

Commission Expiration Date:

(NOTARY SEAL)

EXHIBIT "A"

Demised Premises

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 89 of the 17th District of Fulton County, Georgia, containing .696 acres, all according to that certain plat of survey entitled "Boundary Survey for PHB Investments, Zenith Investments, Inc., First Union Bank of North Carolina, and Chicago Title Insurance Company" as prepared by Thomas A. Kohn, Georgia Registered Land Surveyor Number 2208, of Hensley-Schmidt, Inc., dated September 29, 1987, and being more particularly described according to said survey as follows:

BEGINNING at a point located at the intersection of the westerly right-of-way line of Georgia Highway Number 9, which highway is also known as Roswell Road (same having a 60 foot right-of-way) and the northeasterly right-of-way line of Johnson Ferry Road (same having a 55 foot right-of-way); thence running along the northeasterly right-of-way line of Johnson Ferry Road North 74 degrees 44 minutes 56 seconds West a distance of 182.97 feet to an iron pin set; thence running along the easterly property line of property now or formerly owned by John B. Moore North 01 degree 48 minutes 54 seconds West a distance of 169.23 feet to an iron pin set; thence running along the southwesterly property line of property now or formerly owned by Lamar Ellis Oglesby South 77 degrees 3 minutes 23 seconds East a distance of 181.71 feet to a 3/8 inch rebar iron pin found on the westerly right-of-way line of Georgia Highway 9, (same having a 60 foot right-of-way); thence running along said right-of-way line South 01 degree 33 minutes 23 seconds East a distance of 176.64 feet to the POINT OF BEGINNING.

EXHIBIT "D"

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Attached.

This instrument was prepared by
and should be returned to:

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the ____ day of _____, 20__, by and between _____, a _____ ("Lender"), having an address at _____, and SUNTRUST BANK, a Georgia banking corporation ("Tenant"), having an address at [245 Peachtree Center Ave., 17th Floor, MC: GA-ATL-0052, Atlanta, GA 30303, Attention: Corporate Real Estate][919 East Main Street, 14th Floor, Richmond, VA 23219, Attention: Corporate Real Estate][200 South Orange Avenue, Mail Code: 2032 SOAB-3, Orlando, FL 32801, Attention: Corporate Real Estate].

RECITALS:

A. Tenant is the holder of a leasehold estate in the real property located at _____, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property") under and pursuant to the provisions of a certain lease dated _____, 20__, between _____, as landlord ("Landlord"), and Tenant, or its predecessor in interest, as tenant (as amended through the date hereof, the "Lease");

B. The Property is or is to be encumbered by a [mortgage, deed of trust, deed to secure debt], dated _____, 20__ from Landlord to Lender (collectively, the "Security Instrument"); and

C. Tenant has agreed to subordinate the Lease to the lien of the Security Instrument provided that Lender agrees to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Subordination. The Lease shall be subject and subordinate in all respects to the lien of the Security Instrument, to any and all advances to be made thereunder and to all renewals, modifications, consolidations, replacements and extensions thereof, subject to the terms and conditions of this Agreement. Lender acknowledges receipt of a copy of the Lease and hereby approves the same, subject to the terms and conditions of this Agreement.

2. Nondisturbance. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant's peaceful and quiet possession or right of possession of the premises demised under the Lease shall not be disturbed and Tenant shall not be named as a party therein unless such joinder shall be required by law; provided, however, such joinder shall not result in the termination of the Lease, or disturb Tenant's possession or use of the premises demised thereunder, and any such action or proceeding or sale of the Property, and the exercise by Lender of any of its other rights under the Security Instrument, shall be made subject to all rights of Tenant under the Lease, and the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease or this Agreement; provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (i) the Lease shall not otherwise have been terminated in accordance with its terms, and (ii) Tenant shall not then be in default in the payment of rent or other sums due under the Lease or otherwise be in material default under the Lease, which default in either case then remains uncured after notice and opportunity to cure as set forth in the Lease and would permit the Landlord under the Lease to terminate the Lease. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument or any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. Attornment. Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure or a deed in lieu thereof (each, an "Acquiring Party") that if the conditions set forth in clauses (i) and (ii) of Section 2 above have been met at the time the Acquiring Party becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between the Acquiring Party and Tenant upon all of the terms, covenants and conditions set forth in the Lease (including any renewal or expansion options). Upon Tenant's receipt of written notice of the Acquiring Party's acquisition of title to the Property, Tenant shall attorn to the Acquiring Party, and the Acquiring Party by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment; provided, however, that the Acquiring Party shall not be:

(i) liable for the failure of any prior landlord (any such prior landlord, including Landlord, being hereinafter referred to as a "Prior Landlord") to perform any obligations of Prior Landlord under the Lease which have accrued prior to the date on which the Acquiring Party shall become the owner of the Property, except for any defaults of a continuing nature under the Lease; or

(ii) subject to any offsets (except those expressly permitted under the Lease) or defenses which Tenant might have against any Prior Landlord unless Tenant shall have given notice of the state of facts or circumstances under which such offset or defense arose to the party who was the then holder of the Security Instrument (whether or not such holder elected to cure or remedy such condition);

or

(iii) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance of the date when due to any Prior Landlord unless (a) such sums are actually received by the Acquiring Party or (b) such prepayment shall have been expressly approved of by the Acquiring Party; or

(iv) bound by any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Prior Landlord and Tenant, unless effected

unilaterally by Tenant pursuant to the express terms of the Lease, or by any modification or amendment of the Lease, or any waiver of any terms of the Lease, that (a) reduces the rent, term, or size of Tenant's premises; (b) reduces or transfers to the landlord costs or expenses previously paid by Tenant; (c) adds options on the part of the Tenant to expand Tenant's premises or to purchase the landlord's premises; or (d) otherwise materially increases the landlord's obligations or decreases Tenant's obligations under the Lease, without Lender's prior written consent prior to the time the Acquiring Party succeeded to Landlord's interest in the Property.

The foregoing, however, shall not constitute a waiver of or in any manner limit or restrict any rights or remedies Tenant may have under the Lease or at law against the Prior Landlord. Such attornment to be effective and self operative, without the execution of any further instruments on the part of either of the parties hereto immediately upon Tenant's receipt of written notice of the Acquiring Party's acquisition of title to the Property.

4. Rent. Tenant has notice that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant in writing of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall, within thirty (30) days after receipt of such written notice, honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Tenant may conclusively rely upon any written notice Tenant receives from Lender or Acquiring Party notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Lender or Acquiring Party, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

5. Lender to Receive Notices. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to terminate the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of termination thereof shall be effective unless Lender shall have received notice of default giving rise to such termination and shall have failed to cure such default [within sixty (60) days after receipt of such notice] [within the same time period given to Landlord under the Lease to cure its defaults].

6. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (hereinafter defined) after having been deposited prepaid for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section 6, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in Atlanta, Georgia. Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. Notwithstanding anything to the contrary contained in this Section 6, the time period, if any, provided herein for Tenant to respond to any such written notice or other written communication or to take action in response thereto shall commence only upon Tenant's actual receipt of such notice or other written communication.

7. Successors. The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties.

8. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

9. Miscellaneous. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. Nothing contained in this Agreement (i) shall be construed as an amendment to or modification of the Lease or a waiver of any right or remedy of Tenant under the Lease, or (ii) except as expressly provided herein with respect to Lender, as a limitation on or restriction of Tenant's rights and remedies under the Lease.

10. Effectiveness of Agreement. If, within four (4) weeks of Tenant's execution of this Agreement, Tenant has not received original counterparts of this Agreement executed and acknowledged on behalf of Lender and Landlord at the notice address listed above, this Agreement shall, at Tenant's option, be null and void.

11. Agreement to Release Proceeds or Awards.

(a) Destruction. In the event of a casualty at the Property, Lender shall release its interest in any insurance proceeds applicable to the nonstructural improvements installed by Tenant in its premises (the "Improvements"). In addition, Lender acknowledges and agrees that it has no interest and waives any interest in Tenant's personal property, Tenant's trade fixtures, equipment, signs, any satellite dish, and any safety systems (such as, without limitation, fire and security monitoring and alarm systems) installed at or about the Property, or any insurance proceeds payable with respect thereto under either Landlord's or Tenant's policies.

(b) Eminent Domain. In the event of a public taking or act of eminent domain, Lender shall release its interest in that portion of the award to which Tenant is entitled pursuant to the Lease, as well as its interest in so much of the award applicable to the Improvements installed by Tenant as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under the Lease. [For Ground Leases, delete the foregoing and include the following: Lender agrees that if the demised premises or any portion thereof is damaged by fire or other casualty, or is taken by eminent domain proceedings, then any insurance proceeds or condemnation awards payable as a result thereof shall be disbursed and applied in accordance with the provisions of the Lease, notwithstanding any contrary provisions in the Security Instrument or any other document or instrument executed in connection therewith.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lender and Tenant have duly executed or caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first above written.

WITNESSES:

LENDER:

_____, a _____

By: _____
Name: _____
Title: _____

[insert applicable state notary/acknowledgement]

STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____, on behalf of the _____.

My commission expires: _____

Notary Public
Notary Registration No.: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

WITNESSES:

TENANT:

SUNTRUST BANK, a Georgia banking corporation

By: _____
Name: _____
Title: _____

[insert applicable state notary/acknowledgement]

STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of SunTrust Bank, a Georgia banking corporation, on behalf of the corporation.

My commission expires: _____

Notary Public
Notary Registration No.: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LANDLORD'S CONSENT

Landlord hereby consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Security Instrument or the Lease. Landlord is not a party to the above Agreement. Landlord hereby irrevocably authorizes and directs Tenant to abide by any written notice from Lender or Acquiring Party to pay the rents and all other sums due under the Lease directly to Lender or Acquiring Party. Landlord waives all claims against Tenant for any sums so paid at Lender or Acquiring Party's direction and agrees that any such sums paid by Tenant shall be applied to the rent and other sums due under the Lease. Tenant may conclusively rely upon any written notice Tenant receives from Lender or Acquiring Party notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Lender or Acquiring Party, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

WITNESSES:

LANDLORD:

_____, a _____

By: _____
Name: _____
Title: _____

[insert applicable state notary/acknowledgement]

STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____, a _____, on behalf of the _____.

My commission expires: _____

Notary Public
Notary Registration No.: _____

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 89 of the 17th District of Fulton County, Georgia, containing .696 acres, all according to that certain plat of survey entitled "Boundary Survey for PHH Investments, Zenith Investments, Inc., First Union Bank of North Carolina, and Chicago Title Insurance Company" as prepared by Thomas A. Kohn, Georgia Registered Land Surveyor Number 2208, of Hensley-Schmidt, Inc., dated September 29, 1987, and being more particularly described according to said survey as follows:

BEGINNING at a point located at the intersection of the westerly right-of-way line of Georgia Highway Number 9, which highway is also known as Roswell Road (same having a 60 foot right-of-way) and the northeasterly right-of-way line of Johnson Ferry Road (same having a 65 foot right-of-way); thence running along the northeasterly right-of-way line of Johnson Ferry Road North 74 degrees 44 minutes 56 seconds West a distance of 102.97 feet to an iron pin set; thence running along the easterly property line of property now or formerly owned by John B. Moore North 01 degree 48 minutes 54 seconds West a distance of 169.23 feet to an iron pin set; thence running along the southwesterly property line of property now or formerly owned by Lamar Ellis Oglesby South 77 degrees 3 minutes 23 seconds East a distance of 181.71 feet to a 3/8 inch rebar iron pin found on the westerly right-of-way line of Georgia Highway 9, (same having a 60 foot right-of-way); thence running along said right-of-way line South 01 degree 33 minutes 23 seconds East a distance of 176.64 feet to the POINT OF BEGINNING.

EXHIBIT "E"

PROHIBITED USES

In no event shall the Demised Premises or any portion thereof be used in any of the following manners, nor for any of the following purposes: (A) any manner which creates or permits a nuisance or trespass, (B) any manner which installs or otherwise causes or permits any underground storage tanks to be under the Demised Premises or which causes any hazardous substances to be brought upon, kept, generated, stored, treated or disposed of in, on or under the Demised Premises other than such hazardous substances which are necessary for the operation of Tenant's business at the Demised Premises and which shall only be in such quantities as are permitted by applicable law, or (C) any form of establishment employing partially or totally nude entertainers, employees or waiters or waitresses, or any usage as an adult entertainment facility, massage parlor, bathhouse, or facility or entertainment which caters to the prurient interests of patrons, including, without limitation, the depiction of "X-rated" or sexually explicit conduct or nudity by movies, videotapes, compact discs, peep shows, live entertainment, or the sale of books, magazines, or other periodicals or sex-centered objects.

LEGAL DESCRIPTION
for
6240 Roswell Road, Sandy Springs, GA

All that tract or parcel of land lying and being in Land Lot 89 of the 17th District, city of Sandy Springs, Fulton County, Georgia, being Lots 1-9, 89, 90 and 91 of the T.E. Womack property according to a plat recorded in Plat Book 14, Page 14, less and except an 18.2 foot strip of land adjacent to Johnson Ferry Road as recorded in Deed Book 3786, Page 186, and being more particularly described as follows:

Beginning at the intersection of the western right of way line of Roswell Road (right-of-way varies) and the northern right-of-way line of Johnson Ferry; thence proceeding along said right-of-way line of Johnson Ferry Road North 75 degrees 30 minutes 36 seconds West a distance of 181.80 feet to a point; thence leaving said right-of-way line of Johnson Ferry Road and proceeding with the eastern property line of SJ & P Group, LLC, as recorded in Deed Book 37979, Page 525, North 01 degrees 17 minutes 09 seconds West a distance of 180.00 feet to a ½ inch rebar found on the southern property line of PSL-GY, LLC, as recorded in Deed Book 52822, Page 397; thence proceeding with the southern property line of PSL-GY, LLC, as recorded in Deed Book 52822, Page 397, South 76 degrees 42 minutes 59 seconds East a distance of 181.71 feet to a nail set on the western right of way line of Roswell Road (right-of-way varies); thence proceeding along said right of way line of Roswell Road South 01 degrees 00 minutes 02 seconds East a distance of 183.72 feet to the Point of Beginning.

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

SMITH, GAMBRELL & RUSSELL, LLP
Attorneys at Law

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

September 15, 2016

VIA EMAIL & FEDERAL EXPRESS

Garrin Coleman
Director of Public Works
City of Sandy Springs
7840 Roswell Road
Sandy Springs, GA 30350

Re: Formal Request for Interpretation and/or Variance to Sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations of the City of Sandy Springs to Allow for Two Existing Driveways to Remain on Property Located at 6240 Roswell Road

Dear Mr. Coleman:

I write on behalf of SunTrust Bank ("SunTrust"). For the reasons explained below, SunTrust hereby requests an interpretation of and/or variance to sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations of the City of Sandy Springs.

I. SITE BACKGROUND

SunTrust currently operates a bank branch at 5898 Roswell Road. It hopes to relocate to 6240 Roswell Road, which is situated in the northwest quadrant of the intersection of Roswell Road and Johnson Ferry Road (the "Subject Property"). The Subject Property is roughly 0.73 acres, zoned C-1 (General Commercial) and within the Main Street Overlay District (the "Overlay") (See As-Built Survey, attached as Exhibit "1"). At present, the Subject Property



does not comply with the requirements of the Overlay. It contains a 30 year-old, \pm 2,780 square foot building used for a Wendy's fast food restaurant. The restaurant building is setback at least 50 feet from both Roswell Road and Johnson Ferry Road. It has a drive-thru window that faces Johnson Ferry Road. It has 41 parking spaces, a number of which are located in the front yard between the building and the right-of-way. It also has full-access driveways onto both Roswell Road and Johnson Ferry Road.

II. REDEVELOPMENT PROPOSAL

SunTrust hopes to redevelop the site with the bank's new prototype which will consist of a new \pm 3,267 square foot bank branch building. The proposed redevelopment will transform the Subject Property with a modern, full service banking facility and at the same time facilitate almost complete compliance with the requirements of the Overlay (See Site Plan, attached as Exhibit "2"). The new bank building will front Roswell Road and be consistent with the objectives of the Overlay as follows:

- SunTrust will orient the new bank building to be closer to Roswell Road and Johnson Ferry Road;
- SunTrust will reduce parking from the existing 41 spaces to 16 spaces;
- SunTrust will locate all parking behind the building;
- SunTrust will dedicate approximately 0.20 acres along Roswell Road and Johnson Ferry Road (at the request of the City) to facilitate right of way enhancements;
- SunTrust will enhance streetscape improvements along Johnson Ferry Road;

- SunTrust will add a 10-foot sidewalk on Johnson Ferry Road (no sidewalk exists now);
- SunTrust will add an 8-foot landscape strip on Johnson Ferry Road;
- SunTrust will add a 10-foot supplemental zone on Johnson Ferry Road; and
- SunTrust will improve the existing traffic interface between the Subject Property and the Roswell/Johnson Ferry Road intersection by redesigning the two existing, full-access driveways onto Roswell Road and Johnson Ferry Road and restricting traffic flow to right-in/right-out movements only.

On-site Benefits of Redevelopment. Pedestrian movements, vehicle circulation and parking areas will be segregated to the greatest extent possible. Once on the Subject Property, drive-thru customers will be directed to the western portion of the site; customers seeking in-bank services will be directed to a separate parking area to the east, behind the bank building; and, employees will park in the spaces to the north. This limits the potential for unsafe conflicts between customers in their vehicles utilizing the drive thru service, and customers (and employees) who park and walk into the bank for assistance by significantly separating the vehicular and pedestrian circulation patterns on-site.

Access/Egress Benefits: The redesign of the two existing driveways will serve to reduce unsafe conditions, both on-site and in the corresponding public right of ways. The limitation of the existing curb cuts to right in/right out only drives will also discourage the temptation for illegal turning maneuvers not only for traffic leaving the site, but also the temptation for

vehicles traveling northbound on Roswell (and/or eastbound on Johnson Ferry) to turn left and cut across on-coming lanes of traffic to enter the site.

Right of Way Benefits: As alluded to above, the redesign will allow the City to make public right-of-way enhancements, and ± 0.20 acres will be dedicated for these public benefits.

The above benefits come at significant cost to SunTrust. In particular, the right-of-way dedication severely constrains the utility of the site as the Subject Property's land area is reduced by 30% (from ± 0.73 acres to ± 0.53 acres). The reduced site presents significant design challenges, particularly when combined with the Overlay objectives and the Bank's desire for a safe and efficient new banking facility. The configuration proposed is specifically designed to provide sufficient turning radii around this small site, preventing congestion internally and on the adjacent roadways. SunTrust has worked thru numerous design iterations and sought the advice of your colleagues within various City departments. SunTrust believes the proposed design will replace the old, non-conforming use on the Subject Property with a facility providing an improved Banking experience for its customers as well as providing City of Sandy Spring residents and the larger community with significant public benefits.

III. MEETINGS WITH STAFF

SunTrust has had several meetings with the City Staff to review the development proposal. At one of those meetings, the Staff suggested that the two-driveway configuration might violate the spacing requirements of section 103-73(k)(1), because the driveways on the properties to the north and west are within 300 feet. Staff's comment failed to recognize, however, that the driveways on the Subject Property are existing and the spacing requirements

of section 103-73(k)(1) apply only to “new driveways.” On a later occasion, Staff noted that the Subject Property now has 183.72 feet of frontage on Roswell Road and 181.8 feet of frontage on Johnson Ferry Road, and section 103-73(k)(5) requires 200 feet of property frontage for each driveway. Again, this provision would appear to apply only to new driveways, not pre-existing driveways that have been in place for over 30 years. Nonetheless, the Staff asked SunTrust to take certain actions and gather certain information related to the driveways.

First, and to determine whether the driveways have operated safely in the past, Staff asked SunTrust to gather crash data, which is included in Exhibit “3”. As you will see, the numbers are favorable. There were only three crashes in the three years between 2013 and 2015, and all occurred in 2014. Two of the crashes were at the site driveway on Roswell Road and one on Johnson Ferry Road. Importantly, two of the three crashes involved left turns; one of the two crashes at the Roswell driveway involved a vehicle turning left to travel north and the only crash at the Johnson Ferry driveway involved a left-turning (east) vehicle. Again, both driveways are full access now (and were in 2014) but will be limited to right-in/right-out only after development, which will eliminate the nominal safety issues that appear to be associated with left turns.

Second, and to verify whether cars can safely exit the site at the driveways proposed, Staff asked SunTrust to engage a traffic engineer to prepare a traffic study that addressed, among other things, sight distances. This data is included in Exhibit “3”. As you will see, the

Subject Property meets both GDOT and Sandy Springs sight distance requirements for vehicles turning right out of both proposed exits.

Third, and in an attempt to see if one or both the driveways can be eliminated, Staff asked SunTrust to pursue a cross access agreement from the property owners to the north and west. A letter dated August 26, 2016 from Martha Byrd to Ruben Hovanesian and attached as Exhibit "4" details the bank's efforts. As you will see, the bank approached both property owners, offered cash to purchase an inter-parcel connection easement, offered to cover the costs to install any improvements associated with it, and offered to allow the property owners to use the SunTrust parking lot after hours. Both refused the offers.

Finally, and to allow for consolidation of driveways in the area at a later date, Staff asked SunTrust to design the site so as to allow for future inter-parcel access to one of the properties to the north or west, and that design is reflected on Exhibit "2". Further, and consistent with Section 103-71(b) of the Development Code, SunTrust also confirmed in writing that it would "grant an inter-parcel access easement to an adjoining property for future use should the entitlements for the subject property be approved" (See Exhibit "4").

SunTrust recently met with Staff to review the information that Staff had requested and that is summarized above and re-submitted with this letter. At the conclusion of that meeting, SunTrust was asked to prepare this letter, seeking an interpretation of and/or variance to sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations of the City of Sandy Springs to allow for the driveway configuration reflected in Exhibit "2".

IV. INTERPRETATION/VARIANCE REQUEST

As alluded to above, SunTrust does not believe that the Development Regulations apply to the two existing driveways, and seeks an interpretation confirming this fact. Absent that, SunTrust requests a variance to sections 103-73(k)(1) and 103-73(k)(5) of the Development Regulations of the City of Sandy Springs to allow for the continued use of the two driveways subject to be re-configuration as reflected in Exhibit "2."

Section 103-70(1) of the Development Code states that:

The sections enumerated in this article are guidelines, and are intended to be benchmark indicators of what standards could be acceptable.... The objective of these performance standards is not to suggest a single methodological standard of acceptance exclusive of all others. Rather they establish what would otherwise be allowed in the absence of an acceptable alternative.

The data submitted verifies the design as an acceptable alternative. Equally important, SunTrust will suffer significant hardship without either the requested interpretation or variance; SunTrust has concluded that it cannot achieve a satisfactory level of safety or efficiency with an alternative design on this tight site.

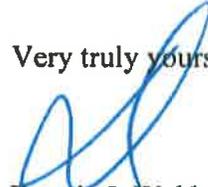
SunTrust notes that the conditions that necessitate the variance are not of its making. Like the driveways on the Subject Property, the driveways on the adjacent parcels exist now and pre-date the adoption of the spacing requirements in the Development Regulations. Similarly, the frontage requirement did not exist when this site was originally platted or developed. Finally, SunTrust believes that without the requested interpretation or variance, the Subject Property will either remain occupied by an older, non-conforming structure, or, should the current structure ever be removed, the Subject Property will be deemed unbuildable by real

Garrin Coleman,
Director of Public Works
September 15, 2016
Page 8

estate professionals due to the constraints the regulations impose. For this reason among others, SunTrust is presenting an attractive opportunity which will collectively bring many benefits to the City.

SunTrust appreciates your attention to this matter. It will ask John Walker of Kimley Horn, the Traffic Engineer who compiled much of the data, to follow-up on any questions you may have. Finally, and as a formality, SunTrust attaches Legal and Constitutional Objections hereto as Exhibit "5".

Very truly yours,

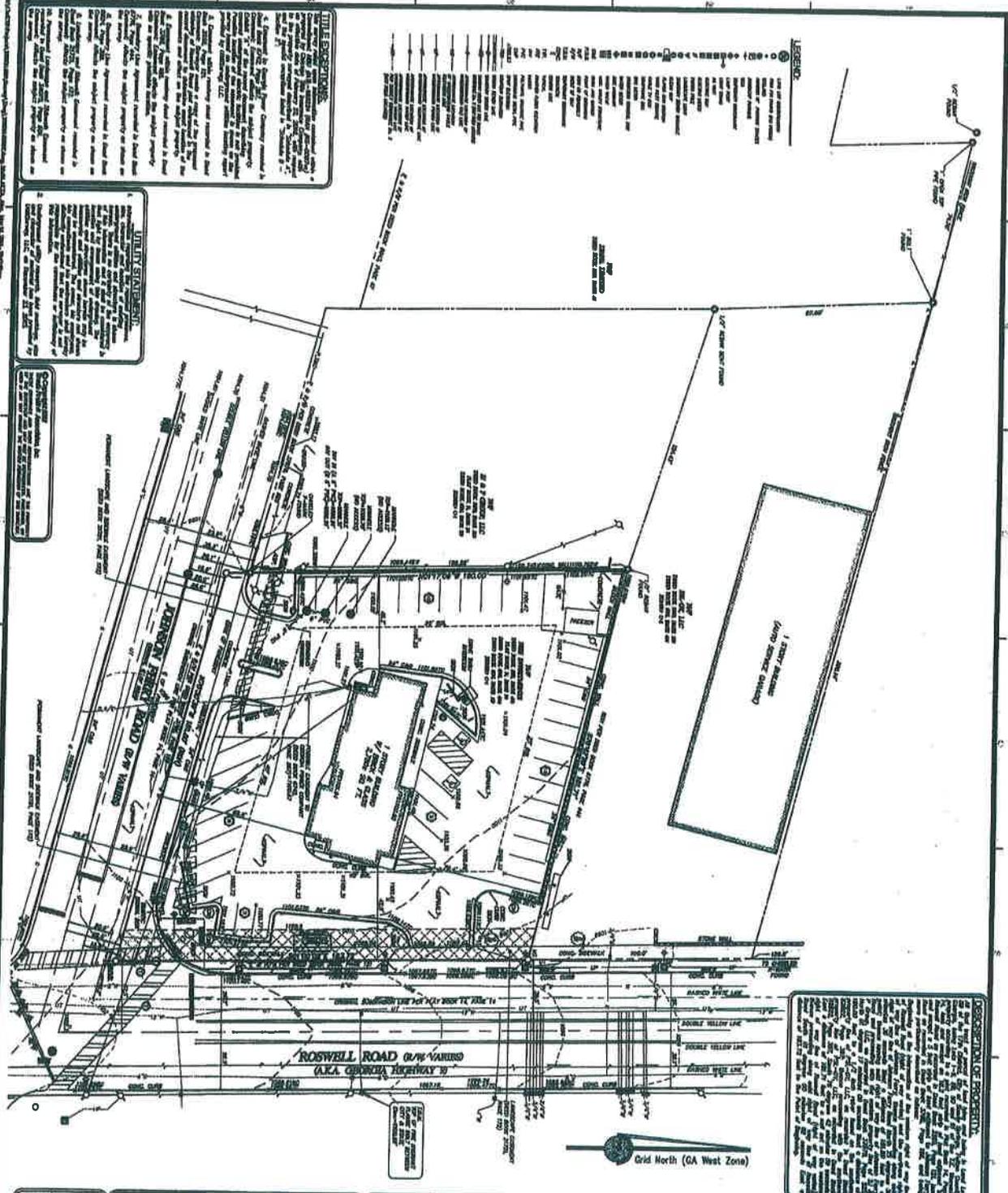


Dennis J. Webb, Jr.

DJW/tcr

cc: Mr. Ruben Hovanesian (via Email)
Mr. Josh Berry (via Email)
Mr. France Campbell (via Email)
Ms. Martha Byrd
Mr. John Walker
Ms. Jeri Hall
Mr. Jon Flood

EXHIBIT 1



LEGEND

1. 100,000 SQ. FT. BLDG. (LAND SERVICE OFFICE)

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ALTA/NPS LAND TITLE SURVEY

SumTrust Bank & Chicago Title Insurance Company

AUTHORIZED BY THE ALTA REGISTERED PROFESSIONAL SURVEYORS BOARD OF THE STATE OF GEORGIA

LAND LOT 89 - 17TH DISTRICT - CITY OF SANDY SPRING, FULTON COUNTY, GEORGIA

Scale: 1" = 40' (Graphic scale)

Sheet No. 1 of 1

4327 Park Drive, Suite 400
 Marietta, Georgia 30066
 Phone: (770) 416-7111
 Fax: (770) 416-4759
 www.sumtrust.com

Certificate of Authorization Number 618

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EXHIBIT 2

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6017 Park Center Drive, Suite 400
 Atlanta, Georgia 30328
 Phone: (770) 414-7911
 Fax: (770) 414-7914
 www.phh.com



JOHNSON FERRY ROAD SUNTRUST

LAND LOT 88 - DISTRICT 17 - CITY OF SANDY SPRING, ALFALFA COUNTY, GEORGIA

PROJECT NO.	17-0000000410
DATE	08/12/04
SCALE	AS SHOWN
DRAWN BY	W. J. BROWN
CHECKED BY	W. J. BROWN
DATE	08/12/04
PROJECT	JOHNSON FERRY ROAD



OWNER
 P H H INVESTMENTS
 3000 JONES ROAD
 SUITE 400
 SANDY SPRING, GA 30074

DEVELOPER
 SUNTRUST
 100 PHOENIX AVENUE, SUITE 1000
 ATLANTA, GA 30303
 TEL: (404) 521-3300
 FAX: (404) 521-3303

TAX PARCEL ID: 17 0000000410

SITE ZONING: COMMUNITY BUSINESS (CDBU)
 MAP STREET OVERLAY DISTRICT:
 MAP STREET OVERLAY DISTRICT

SITE AREA:
 1.57 ACRES

BUILDING SETBACK LINES:
 FROM THE PUBLIC WAY:
 25 FEET (MINIMUM) FROM FACE OF CURB
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PERMITTED USES:
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REGULATORY AGENCIES:
 CITY OF SANDY SPRING
 ALFALFA COUNTY
 STATE OF GEORGIA

BUILDING SUMMARY:
 100,000 SQ. FT. COMM. BLDG.

PARKING SUMMARY:
 100 SPACES

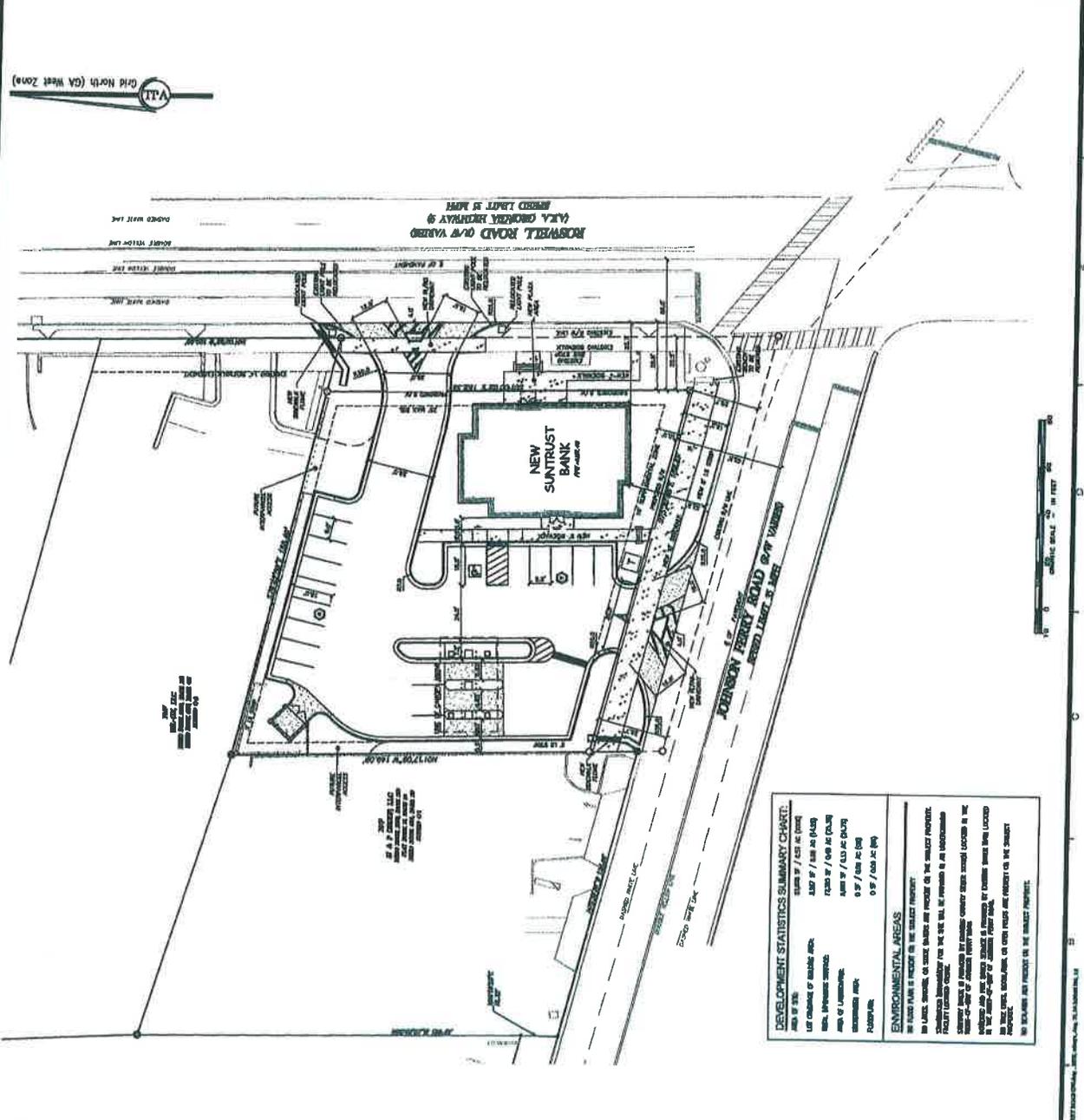
REGULATORY AGENCIES:
 CITY OF SANDY SPRING
 ALFALFA COUNTY
 STATE OF GEORGIA

DEVELOPMENT STATISTICS SUMMARY CHART:

AREA OF SITE	1.57 AC. (68,700 SQ. FT.)
NET CHANGING OF USABLE AREA	100,000 SQ. FT. (2.3 AC.)
NET IMPROVEMENTS	100,000 SQ. FT. (2.3 AC.)
AREA OF LANDSCAPING	10,000 SQ. FT. (0.23 AC.)
UNIMPROVED AREA	0.07 AC. (3,000 SQ. FT.)
PARKING	0.07 AC. (3,000 SQ. FT.)

ENVIRONMENTAL AREAS:
 NO ENVIRONMENTAL AREAS ARE IDENTIFIED ON THE SUBJECT PROPERTY.

ENVIRONMENTAL AREAS:
 NO ENVIRONMENTAL AREAS ARE IDENTIFIED ON THE SUBJECT PROPERTY.



LEGEND

Symbol	Description
Circle with dot	Proposed Building
Circle with cross	Proposed Parking
Circle with diagonal lines	Proposed Landscaping
Circle with horizontal lines	Proposed Unimproved Area
Circle with vertical lines	Proposed Parking



EXHIBIT 3

MEMORANDUM

To: Ms. Jeri Hall, Lincoln Harris CSG

From: Mr. John D. Walker, P.E., PTOE

Date: September 6, 2016

RE: ***Traffic Memorandum – Johnson Ferry Road SunTrust – Driveway Study***

Kimley-Horn is pleased to provide this memorandum summarizing the safety evaluation of the driveways for the proposed *SunTrust* development on the northwest corner of the intersection of Roswell Road (SR 9) at Johnson Ferry Road in the City of Sandy Springs, GA.

PROJECT OVERVIEW

SunTrust is a proposed bank development on a 0.53-acre site bordered by Roswell Road (SR 9) to the east and Johnson Ferry Road to the south in the City of Sandy Springs, Georgia. Access to the proposed development will be provided by one right-in/right-out driveway along Roswell Road (SR 9) and one right-in/right-out driveway along Johnson Ferry Road.

The purpose of the traffic memorandum is to evaluate the two existing unsignalized, full-movement driveways, which are proposed to be converted into two unsignalized right-in/right-out driveways, to serve traffic associated with the *SunTrust* development.

For the purposes of this analysis, Roswell Road (SR 9) is considered to have a north-south orientation while Johnson Ferry Road is considered to have an east-west orientation. Roswell Road (SR 9) is five-lane roadway with a posted speed limit of 35 MPH. According to the GDOT traffic count database, Roswell Road (SR 9) has an average two-way daily volume of approximately 33,600 vehicles per day. Johnson Ferry Road is a four-lane roadway with a posted speed limit of 35 MPH. According to the GDOT traffic count database, Johnson Ferry Road has an average two-way daily volume of approximately 16,200 vehicles per day.

A project site location map is illustrated on **Figure 1**. A project site aerial is shown on **Figure 2**. The existing peak hour traffic volumes and existing roadway geometry are shown on **Figure 3**.

CRASH DATA

Crash data in the vicinity of the intersection of Roswell Road (SR 9) at Johnson Ferry Road and the two site driveways were obtained for years 2013 to 2015. Fifty-four (54) accidents were recorded during the three-year period of 2013 to 2015. Of the fifty-four (54) crashes, three (3) crashes involved the site driveways and all three crashes occurred in year 2014.

There were two (2) crashes at the site driveway along Roswell Road (SR 9). One (1) crash involved a left-turning vehicle out of the driveway to travel north along Roswell Road (SR 9). One (1) crash involved a right-turning vehicle out of the driveway to travel south along Roswell Road (SR 9) that subsequently rear-ended a car waiting at the traffic signal. There was one (1) crash at the site driveway along Johnson Ferry Road, which involved a left-turning vehicle out of the driveway to travel east along Johnson Ferry Road.

The accident reports for the driveways are included in the attachments.

SIGHT DISTANCE

Per Georgia Department of Transportation's (GDOT's) *Regulations for Driveway and Encroachment Control*, for Roswell Road (SR 9), a five-lane roadway with a posted speed limit of 35 MPH, the minimum intersection sight distance is 415 feet to the left (SDL) and 465 feet to the right (SDR) along Roswell Road (SR 9). For Johnson Ferry Road, a four-lane undivided roadway with a posted speed limit of 35 MPH, the minimum intersection sight distance is 390 feet to the left (SDL) and 440 feet to the right (SDR) along Johnson Ferry Road. It should be noted that the City of Sandy Springs, per the City of Sandy Springs' *Code of Ordinances*, requires a greater minimum intersection sight distance than GDOT. The sight distances are displayed in Table 1.

Table 1: Intersection Sight Distance at Site Driveways
Intersection Sight Distance, in feet

Approach	Direction	Minimum Required		Available
		GDOT	City of Sandy Springs	
Site Driveway along Roswell Rd (SR 9)	SDL (looking north)	≥ 415'	≥ 465'	505'
	SDR (looking south)	≥ 465'	≥ 490'	420'
Site Driveway along Johnson Ferry Rd	SDL (looking east)	≥ 390'	≥ 410'	415'
	SDR (looking west)	≥ 440'	≥ 440'	720'

A sight distance excerpt from both GDOT's *Regulations for Driveway and Encroachment Control* and City of Sandy Springs' *Code of Ordinances* are included in the attachments.

OBSERVED QUEUE ANALYSIS

Queuing at the intersection of Roswell Road (SR 9) at Johnson Ferry Road during the PM peak hour was observed on Thursday, August 25, 2016, and the Mid-day peak hour was observed on Tuesday, August 30, 2016.

Based on a site visit observing the PM peak hour and the Mid-day peak hour, the site driveway along Roswell Road (SR 9) was blocked occasionally due to southbound vehicle queuing at the signal. However, vehicles were able to get out of the site between signal cycles. No queuing of vehicles to prevent vehicles exiting the site at the site driveway along Johnson Ferry Road was observed.

CONCLUSION AND RECOMMENDATIONS

SunTrust is a proposed bank development on a 0.53-acre site bordered by Roswell Road (SR 9) to the east and Johnson Ferry Road to the south in the City of Sandy Springs, Georgia.

The purpose of the traffic memorandum is to evaluate the two existing unsignalized, full-movement driveways, which are proposed to be converted into two unsignalized right-in/right-out driveways, to serve traffic associated with the *SunTrust* development.

A total of three (3) accidents occurred at the two driveways between years 2013 to 2015. Of the three (3) total accidents, two (2) of the crashes involved a left-turning vehicle out of the driveway. Converting the driveways into a right-in/right-out movement will eliminate the safety issue associated with left-turns out of the site.

The observed sight distance at the driveway along Roswell Road (SR 9) shows that the sight distance is approximately 505 feet to the left, which is greater than the minimum required sight distance of 465 feet to the left. The observed sight distance at the driveway along Johnson Ferry Road shows that the sight distance is approximately 415 feet to the left, which is greater than the minimum required sight distance of 410 feet to the left. Additionally, the signal upstream is able to provide gaps to allow vehicles to exit safely.

The observed queuing at the driveways showed that vehicles occasionally queued from the signal at Johnson Ferry Road to the site driveway along Roswell Road (SR 9). However, vehicles were able to exit the site between traffic signal cycles. Along Johnson Ferry Road, vehicles did not queue beyond the site driveway and vehicles were able to exit the site.

I hope this information is helpful. Please contact me if you have any questions.

Sincerely,

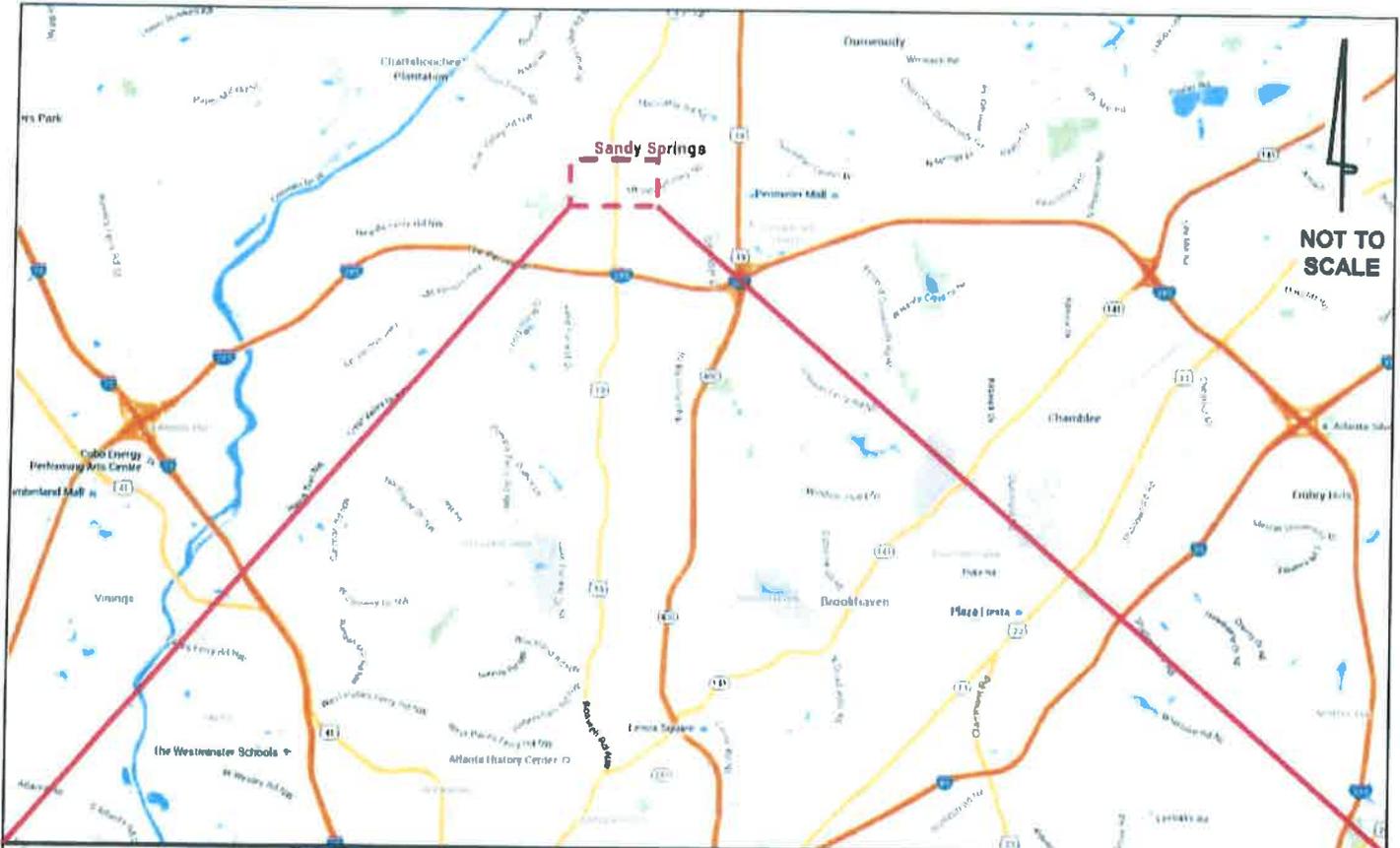
KIMLEY-HORN AND ASSOCIATES, INC.



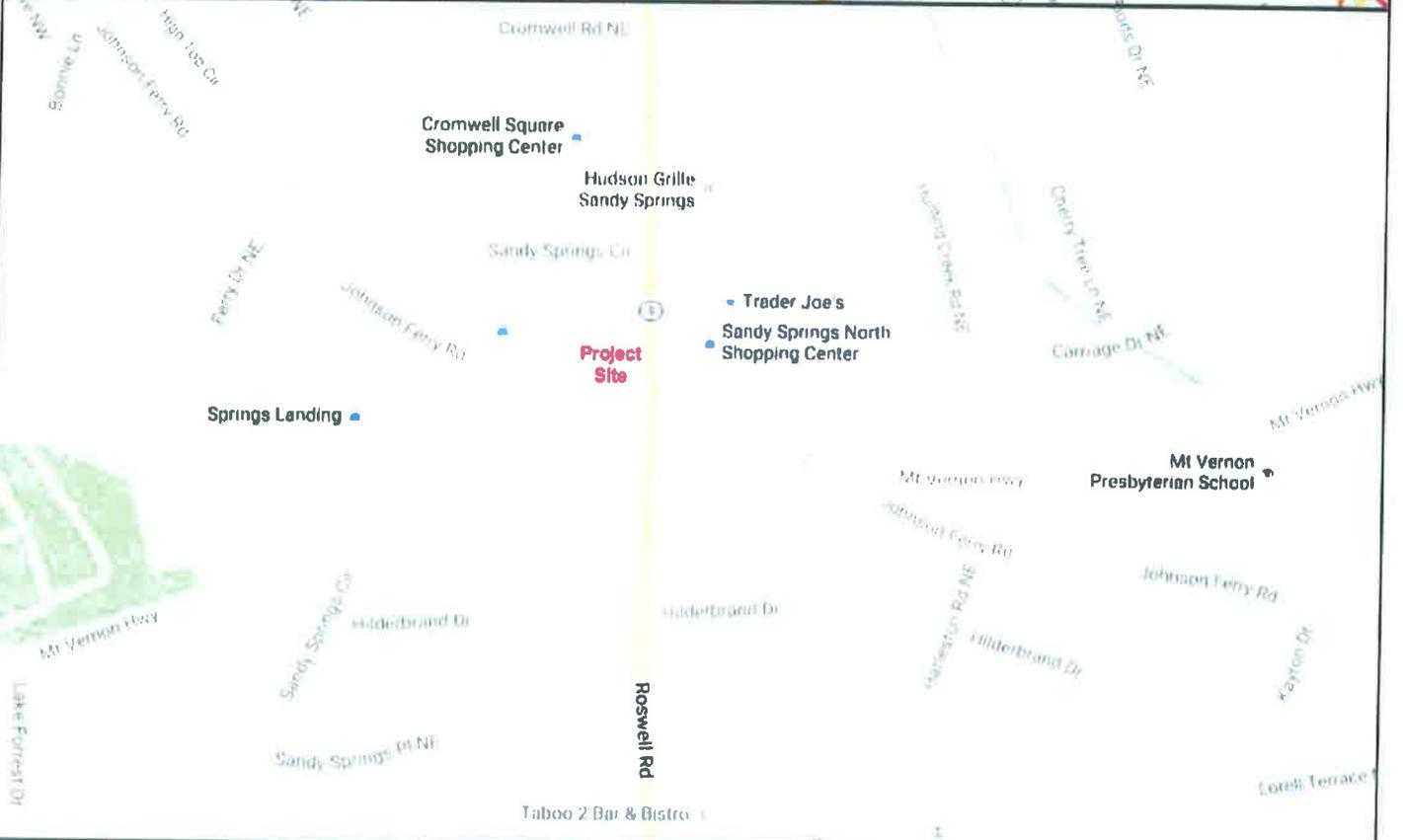
John D. Walker, P.E., PTOE
Vice President/Senior Associate

Attachments:

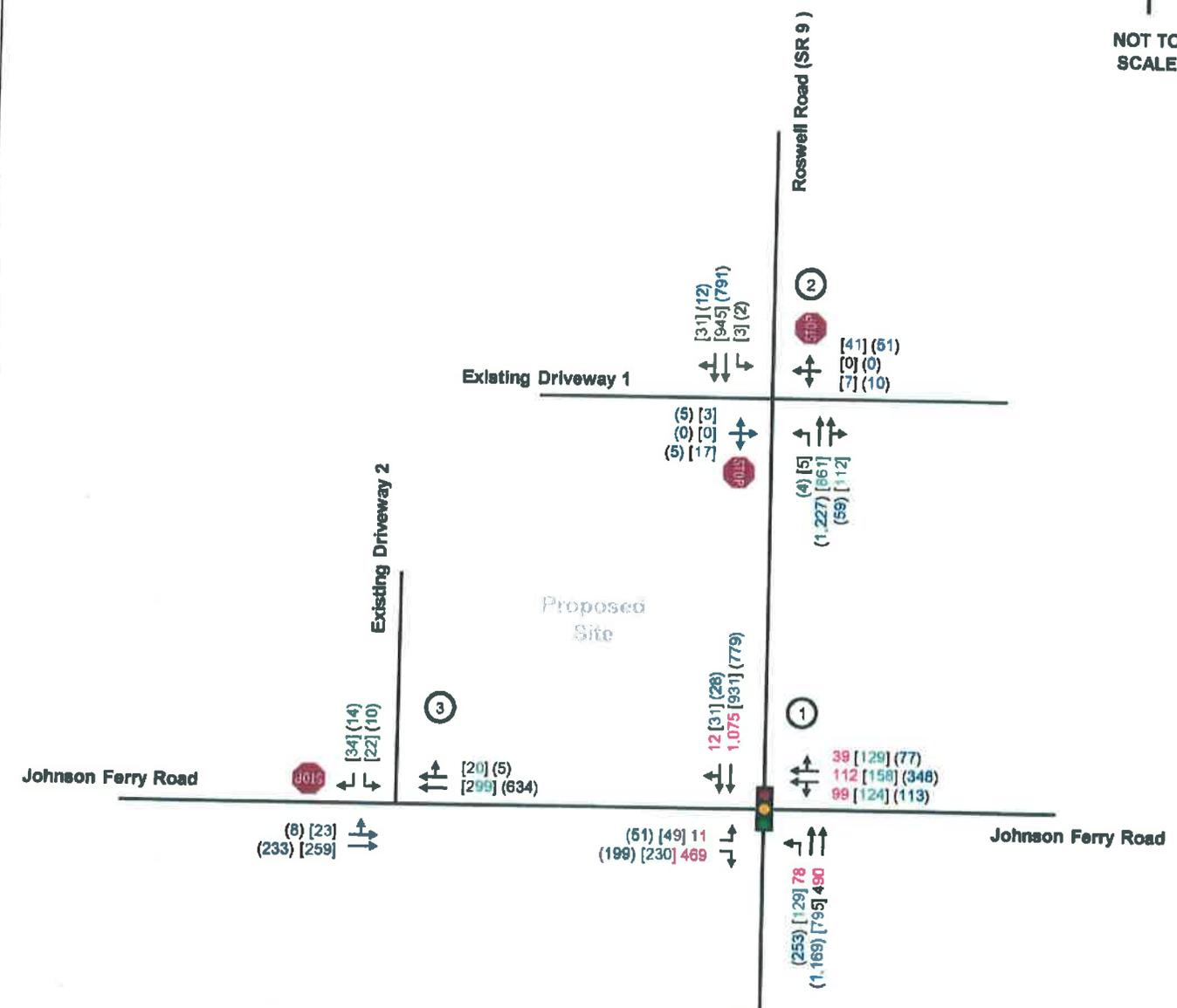
- Figure 1: Site Location Map
- Figure 2: Site Aerial
- Figure 3: Existing 2016 Traffic Conditions
- Accident Reports
- Excerpt from GDOT's *Regulations for Driveway and Encroachment Control*
- Excerpt from the City of Sandy Springs' *Code of Ordinances on Sight Distance*
- Raw Traffic Counts



NOT TO SCALE







LEGEND	
	Existing Roadway Laneage
	Existing STOP Control
XX	AM Peak Hour Traffic Volumes
[XX]	Mid-Day Peak Hour Traffic Volumes
(XX)	PM Peak Hour Traffic Volumes
(X)	Intersection Reference Number

Accident Number
2014003635

Agency NCIC No.
0808800

GEORGIA UNIT DRIVER MOTOR VEHICLE
ACCIDENT REPORT

County
FULTON

Date Rec. by DOT
5/27/2016 8:32:17 PM

Date 03/22/2014 Day Of Week SATURDAY Time 11:52 Off. Arrived 12:13

Vehicles 2 Injuries 0 Fatalities 0

Inside City Of:
Sandy Springs

Hit And Run?
Suppl. To Original?
Private Property?

Road of Occurrence STATE HWY 9 ROSWELL 390 Feet From Its Intersection With SANDY SPRINGS CIRCLE
RD South

UNIT 1 - DRIVER

Last Name First Middle
Address
City SANDY SPRINGS State GA Zip 30328 DOB
Driver's License No Class State GA Male Female
Posted Speed 35 Insurance Co. GEICO INDEMNITY Policy No.
Year 2005 Make MAZDA Model WAGON Telephone No.
VIN JM3LW28JX50541964 Vehicle Color Gold
Tag # PCT2309 State GA County FULTON Year 2014
Trailer
 Same as Driver
Owner's Last Name First Middle
Address
City SANDY SPRINGS State GA Zip 30328
Removed By DRIVER Request List
Alcohol Test No Type Not Tested Results None Given Drug Test No Type Results
Driver Cond Not Drinking Direction of Travel E Vision Obscured Not Obscured Contributing Factors Failed to Yield, Misjudged Clearance
Vehicle Cond No Known Defects Vehicle Maneuver Entering/Leaving Driveway
Most Harmful Event Motor Vehicle In Motion Vehicle Class Privately Owned Vehicle Type: Van
Traffic Ctrl Lanes Device Inoperative? Yes No
Injured Taken To : By:
EMS Notified Time EMS Arrival Time
Hospital Arrival Time Photos Taken Yes No By:

UNIT 2 - DRIVER

Last Name First Middle
Address
City ATLANTA State GA Zip 30350 DOB
Driver's License No Class State GA Male Female
Posted Speed 35 Insurance Co. ESSENTIA Policy No.
Year 1987 Make PONTIAC Model GTO Telephone No.
VIN 242177K144772 Vehicle Color Maroon
Tag # PTN5638 State GA County FULTON Year 2014
Trailer
 Same as Driver
Owner's Last Name First Middle
Address
City ATLANTA State GA Zip 30350
Removed By DRIVER Request List
Alcohol Test No Type Not Tested Results None Given Drug Test No Type Results
Driver Cond Not Drinking Direction of Travel S Vision Obscured Not Obscured Contributing Factors No Contributing Factors
Vehicle Cond No Known Defects Vehicle Maneuver Straight
Most Harmful Event Motor Vehicle In Motion Vehicle Class Privately Owned Vehicle Type: Passenger Car
Traffic Ctrl Lanes Device Inoperative? Yes No
Injured Taken To : By:
EMS Notified Time EMS Arrival Time
Hospital Arrival Time Photos Taken Yes No By:

Commercial Vehicle Only

Carrier Name
Vehicle # 1
Address City State Zip
No. of Axles G.V.W.R Fed. Reportable Yes No Cargo Body Type
Vehicle Config. I.C.C.M.C. # U.S. D.O.T. # Interstate
Intrastate
C.D.L. ? Yes No C.D.L. Suspended? Yes No
Vehicle Placarded ? Yes No Hazardous Materials? Yes No
Released ? Yes No
If YES, Name or 4 Digit Number from Diamond
 Ran Off Road Down Hill Runaway Cargo Loss or Shift Separation of Units

Commercial Vehicle Only

Carrier Name
Vehicle # 2
Address City State Zip
No. of Axles G.V.W.R Fed. Reportable Yes No Cargo Body Type
Vehicle Config. I.C.C.M.C. # U.S. D.O.T. # Interstate
Intrastate
C.D.L. ? Yes No C.D.L. Suspended? Yes No
Vehicle Placarded ? Yes No Hazardous Materials? Yes No
Released ? Yes No
If YES, Name or 4 Digit Number from Diamond
 Ran Off Road Down Hill Runaway Cargo Loss or Shift Separation of Units

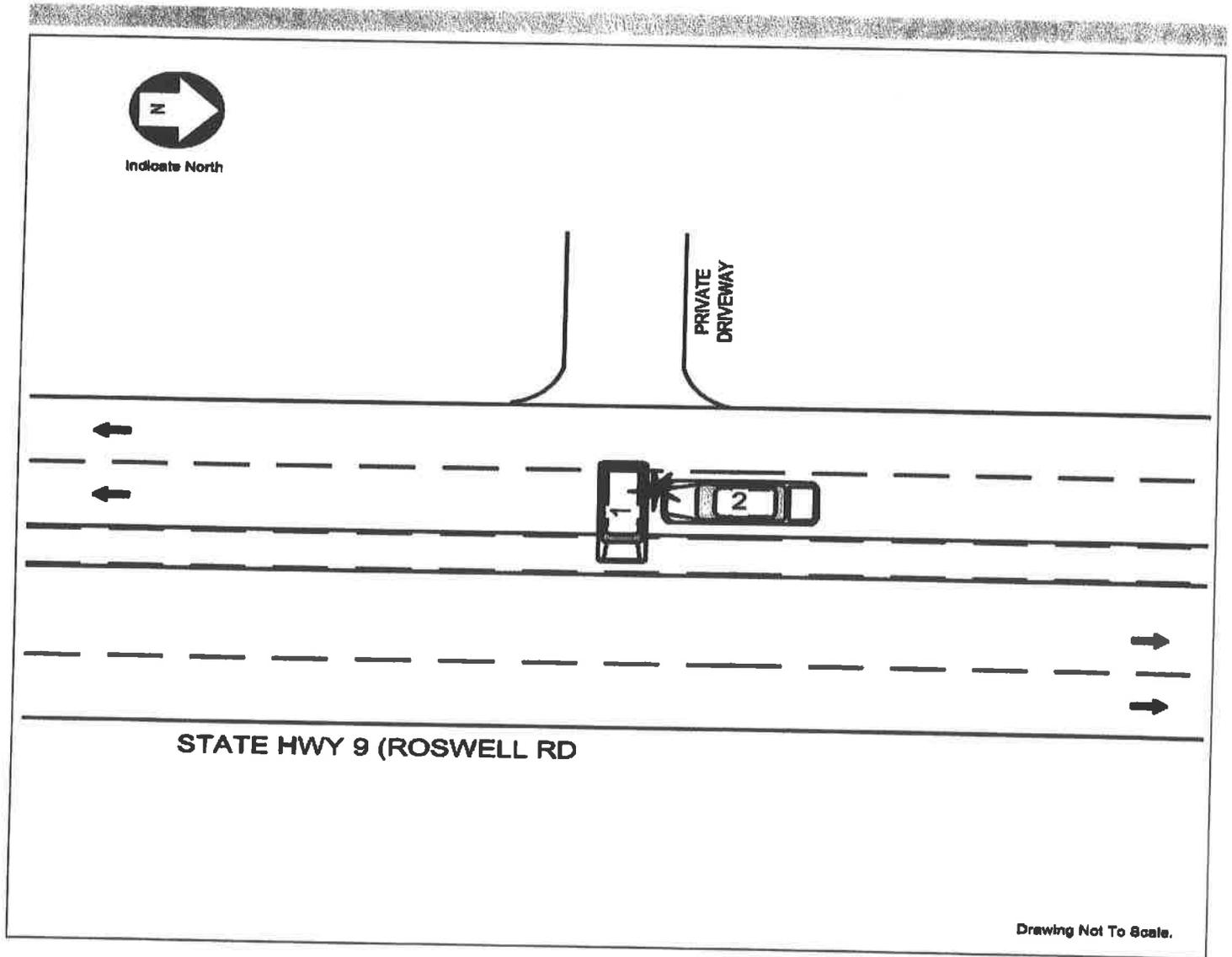
Report By: ROMERO Department: UNIFORM Report Date: 3/22/2014 7:40:34 PM Submitted By: SANDY SPRINGS PD TR IN POLICE INTERFACE Checked By: MCNABB Date Checked: 3/22/2014 3:14:00 PM

None Listed

Added :Mar 22 2014 12:27PM

On March 22, 2014 I responded to the parking lot of Wendy's, 6240 Roswell Road, Sandy Springs, Fulton County, GA 30328 in reference to a motor vehicle accident. The investigation revealed that Vehicle 1 was exiting the private driveway to head East across State Hwy 9 (Roswell Road) to head North on State Hwy 9 (Roswell Road). Vehicle 2 was heading South on State Hwy 9 (Roswell Road) towards Johnson Ferry Road. Vehicle 1 proceeded to enter on to the roadway of State Hwy 9 (Roswell Road) and struck Vehicle 2.

Driver 1 stated that other vehicles (not on scene) allowed her enter on to the roadway and that Vehicle 2 began to move.



Unit	Name	Violation
1		40-6-73, VEHICLE ENTERING ROADWAY (E232883)

First Harmful Event	Traffic Way Flow	Weather	Surface Cond.	Light Cond.	Manner of Collision Angle	Location at area of Impact On Roadway	Road Comp. Black Top	Road Def. No Defects	Road Character Straight on Hillcrest	Construction / Maintenance Zone
Motor Vehicle In Motion	Two-Way Trafficway with no physical separation	Cloudy	Dry	Daylight						None

VEH #	Number of Occupants	Point of Initial Contact	Damage To Vehicles	Skid Distance Before Impact	After	Width of Road
1	1	Left Side-Near Rear	Slight	0	0	0
2	1	Right Side-Far Front	Slight	0	0	0

None Listed

Last Name	First	Address	City	State	Zip	Age	Sex	Vehicle #	Pos	Injury	Taken for treat.	Eject	Safety Equip.	Extric	Air Bag
									Front Seat-Left Side	Not Injured	No	Not Ejected	Lap and Shoulder Belt	No	Non-Deployed Air Bag
									Front Seat-Left Side	Not Injured	No	Not Ejected	Lap and Shoulder Belt	No	No Air Bag In This Seat

Accident Number
2014004740

Agency NCIG No.
0605800



County
FULTON

Date Rec. by DOT
5/27/2016 8:43:16 PM

Date 04/14/2014 Day Of Week MONDAY Time 16:49 Off. Arrived 16:50

Vehicles 2 Injuries 1 Fatalities 0

Inside City Of:
Sandy Springs

Hit And Run?
Suppl. To Original?
Private Property?

Road of Occurance JOHNSON FERRY RD
NE

At Its Intersection With ROSWELL RD

UNIT 1 - DRIVER				UNIT 2 - DRIVER			
Last Name	First	Middle		Last Name	First	Middle	
Address				Address			
City CARTERSVILLE	State GA	Zip 30120	DOB	City MABLETON	State GA	Zip 30128	DOB
Driver's License No	Class	State GA	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	Driver's License No	Class	State GA	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female
Posted Speed 35	Insurance Co. USAA CASUALTY INSURANCE COMPAN	Policy No.		Posted Speed 35	Insurance Co. PROGRESSIVE PRFMIFR INSURANCE	Policy No.	
Year 2011	Make HONDA	Model ACCORD U.S.	Telephone No.	Year 2014	Make FORD	Model EXPLORER	Telephone No.
VIN 1HGCP2F7XBA046818			Vehicle Color Blue	VIN 1FM5K7F80EGA30678			Vehicle Color Silver
Tag # PRW8808	State GA	County BARTOW	Year 2014	Tag # CBH2797	State GA	County COBB	Year 2016
Trailer				Trailer			
<input checked="" type="checkbox"/> Same as Driver	Owner's Last Name	First	Middle	<input checked="" type="checkbox"/> Same as Driver	Owner's Last Name	First	Middle
Address				Address			
City CARTERSVILLE	State GA	Zip 30120		City MABLETON	State GA	Zip 30128	
Removed By WRECKER		<input checked="" type="checkbox"/> Request <input type="checkbox"/> List		Removed By WRECKER		<input checked="" type="checkbox"/> Request <input type="checkbox"/> List	
Alcohol Test No	Type Not Tested	Results None Given	Drug Test No	Type Not Tested	Results None Given	Drug Test No	Type Not Tested
Driver Cond Not Drinking	Direction of Travel S	Vision Obscured Not Obscured	Contributing Factors Failed to Yield	Driver Cond Not Drinking	Direction of Travel W	Vision Obscured Not Obscured	Contributing Factors No Contributing Factors
Vehicle Cond No Known Defects	Vehicle Maneuver Turning Left			Vehicle Cond No Known Defects	Vehicle Maneuver Straight		
Most Harmful Event Motor Vehicle In Motion	Vehicle Class Privately Owned	Vehicle Type: Passenger Car		Most Harmful Event Motor Vehicle In Motion	Vehicle Class Privately Owned	Vehicle Type: Passenger Car	
Traffic Ctrl Lanes	Device Inoperative?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Traffic Ctrl Lanes	Device Inoperative?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Injured Taken To :		By:		Injured Taken To :		By:	
EMS Notified Time		EMS Arrival Time		EMS Notified Time		EMS Arrival Time	
Hospital Arrival Time	Photos Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	By:	Hospital Arrival Time	Photos Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	By:
Commercial Vehicles Only				Commercial Vehicles Only			
Carrier Name				Carrier Name			
Vehicle # 1	City	State	Zip	Vehicle # 2	City	State	Zip
Address				Address			
No. of Axles	G.V.W.R	Fed. Reportable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cargo Body Type	No. of Axles	G.V.W.R	Fed. Reportable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cargo Body Type
Vehicle Config.	I.C.C.M.C. #	U.S. D.O.T. #	Interstate <input type="checkbox"/> Intrastate <input type="checkbox"/>	Vehicle Config.	I.C.C.M.C. #	U.S. D.O.T. #	Interstate <input type="checkbox"/> Intrastate <input type="checkbox"/>
C.D.L. ? <input type="checkbox"/> Yes <input type="checkbox"/> No		C.D.L. Suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No		C.D.L. ? <input type="checkbox"/> Yes <input type="checkbox"/> No		C.D.L. Suspended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Vehicle Placarded ? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hazardous Materials? <input type="checkbox"/> Yes <input type="checkbox"/> No		Vehicle Placarded ? <input type="checkbox"/> Yes <input type="checkbox"/> No		Hazardous Materials? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Released ? <input type="checkbox"/> Yes <input type="checkbox"/> No				Released ? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If YES, Name or 4 Digit Number from Diamond				If YES, Name or 4 Digit Number from Diamond			
<input type="checkbox"/> Ran Off Road	<input type="checkbox"/> Down Hill Runaway	<input type="checkbox"/> Cargo Loss or Shift	<input type="checkbox"/> Separation of Units	<input type="checkbox"/> Ran Off Road	<input type="checkbox"/> Down Hill Runaway	<input type="checkbox"/> Cargo Loss or Shift	<input type="checkbox"/> Separation of Units

Report By: CASTRO	Department SPECIAL OPERATIONS	Report Date 4/15/2014 10:52:37 AM	Submitted By SANDY SPRINGS PD TR IN HOUSE INTERFACE	Checked By LEVY	Date Checked 4/15/2014 8:40:00 AM
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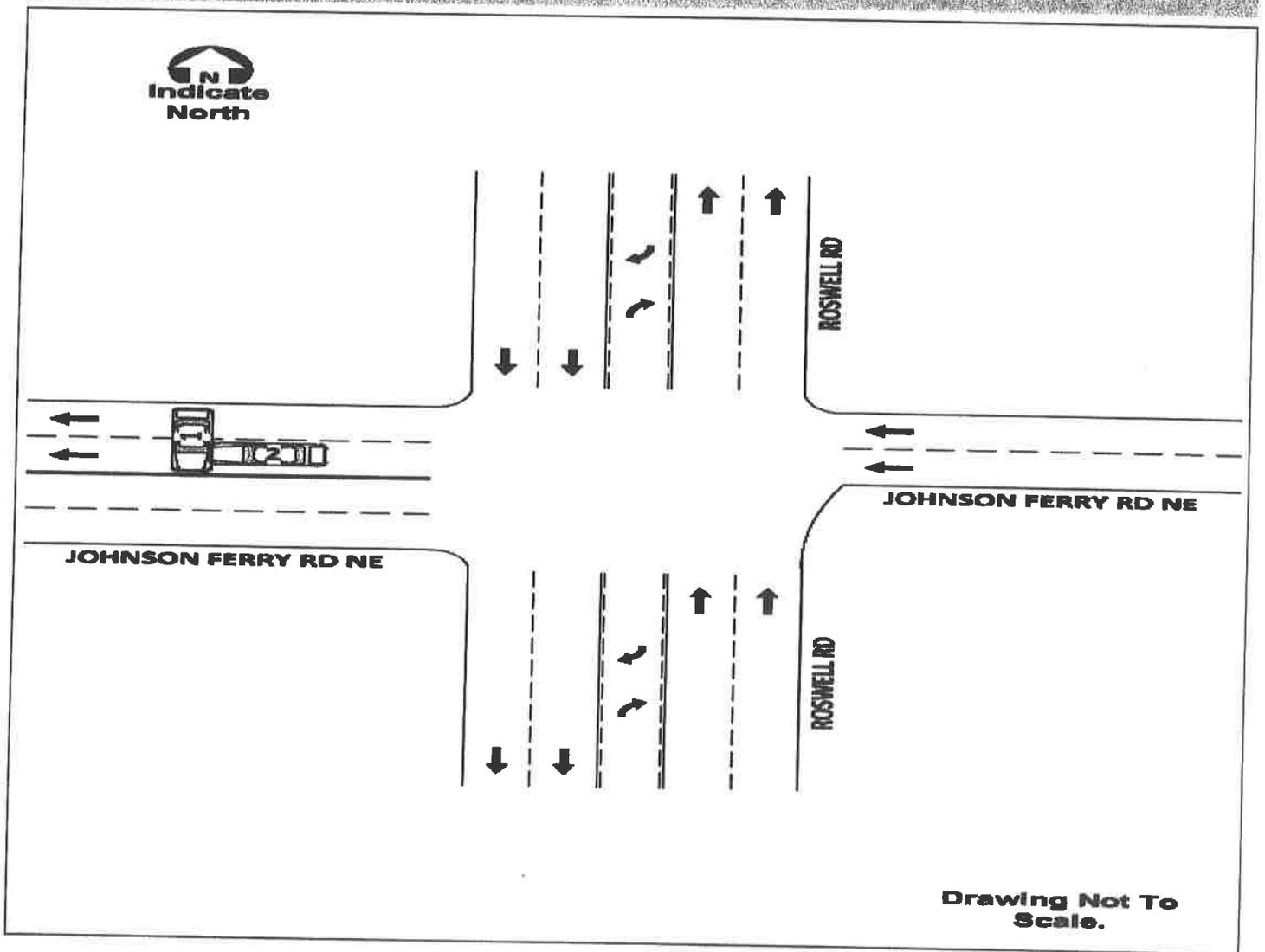
None Listed

Added :Apr 14 2014 4:58PM

Based on statements from both drivers and physical evidence.

Vehicle #2 was traveling west on Johnson Ferry Rd in the 1st lane. Vehicle #1 was attempting to make a left turn onto Johnson Ferry Rd from the Wendys parking lot. Westbound traffic in the right lane on Johnson Ferry stopped to let Vehicle #1 out. Vehicle #1 pulled out in front of vehicle #2 which struck vehicle #1.

The driver of vehicle #1 suffered a small abrasion to her right wrist but refused medical attention.



Unit	Name	Violation
1		40-6-73, VEHICLE ENTERING ROADWAY ()

First Harmful Event	Traffic Way Flow	Weather	Surface Cond.	Light Cond.	Manner of Collision	Location at area of Impact	Road Comp.	Road Def.	Road Character	Construction / Maintenance Zone
Motor Vehicle In Motion	Two-Way Trafficway with no physical separation	Cloudy	Dry	Daylight	Angle	On Roadway	Black Top	No Defects	Straight and Level	None

VEH #	Number of Occupants	Point of Initial Contact	Damage To Vehicles	Skid Distance Before Impact	After	Width of Road
1	1	Left Side-Center	Moderate	0	0	48
2	1	Front End	Moderate	0	0	48

None Listed

Last Name	First	Address	City	State	Zip	Age	Sex	Vehicle #	Position	Injury	Taken for treat.	Eject	Safety Equip.	Extric	Air Bag
									Front Seat-Left Side	Not Injured	No	Not Ejected	Lap and Shoulder Belt	No	Deployed Air Bag
									Front Seat-Left Side	Visible	No	Not Ejected	Lap and Shoulder Belt	No	Deployed Air Bag

Accident Number
2014012288

Agency NCIC No.
0805600



County
FULTON

Date Rec. by DOT
5/27/2016 9:57:14 PM

Date Day Of Week
09/16/2014 TUESDAY

Time Off. Arrived
14:19 14:29

Vehicles Injuries Fatalities
2 0 0

Inside City Of:
Sandy Springs

Hit And Run?
Suppl. To Original?
Private Property?

Road of Occurrence ROSWELL RD

At its Intersection With JOHNSON FERRY RD NE

UNIT 1 - DRIVER				UNIT 2 - DRIVER			
Last Name	First	Middle		Last Name	First	Middle	
Address				Address			
City	State	Zip	DOB	City	State	Zip	DOB
COLLEGE PARK	GA	30349		ATLANTA	GA	30305	
Driver's License No	Class	State	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Driver's License No	Class	State	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female
		GA				GA	
Posted Speed	Insurance Co.	Policy No.		Posted Speed	Insurance Co.	Policy No.	
35	ETHIO-AMERICAN INSURANCE COMPA			35	ENCOMPASS HOME AND AUTO INSURA		
Year	Make	Model	Telephone No.	Year	Make	Model	Telephone No.
2004	KIA	SEDONA		2014	LAND ROVER	RANGE ROVER	
VIN	Vehicle Color			VIN	Vehicle Color		
KNDUP131446493773	Black			SALWG2WF5EA361098	Gold		
Tag #	State	County	Year	Tag #	State	County	Year
TX11030	GA		2015	CBW9434	GA	FULTON	2015
Trailer				Trailer			
<input checked="" type="checkbox"/> Same as Driver	Owner's Last Name	First	Middle	<input checked="" type="checkbox"/> Same as Driver	Owner's Last Name	First	Middle
	Address				Address		
City	State	Zip		City	State	Zip	
COLLEGE PARK	GA	30349		ATLANTA	GA	30305	
Removed By	<input type="checkbox"/> Request <input type="checkbox"/> List			Removed By	<input type="checkbox"/> Request <input type="checkbox"/> List		
DRIVER				DRIVER			
Alcohol Test	Type	Results	Drug Test	Type	Results	Drug Test	Type
No	Not Tested	None Given	No	Not Tested	None Given	No	Not Tested
Driver Cond	Direction of Travel	Vision Obscured	Contributing Factors	Driver Cond	Direction of Travel	Vision Obscured	Contributing Factors
Not Drinking	S	Not Obscured	Other	Not Drinking	S	Not Obscured	No Contributing Factors
Vehicle Cond	Vehicle Maneuver			Vehicle Cond	Vehicle Maneuver		
No Known Defects	Entering/Leaving Driveway			No Known Defects	Stopped		
Most Harmful Event	Vehicle Class	Vehicle Type:		Most Harmful Event	Vehicle Class	Vehicle Type:	
Motor Vehicle In Motion	Privately Owned	Van		Motor Vehicle In Motion	Privately Owned	Passenger Car	
Traffic Ctrl	Device Inoperative?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Traffic Ctrl	Device Inoperative?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lanes				Lanes			
Injured Taken To :	By:			Injured Taken To :	By:		
EMS Notified Time	EMS Arrival Time			EMS Notified Time	EMS Arrival Time		
Hospital Arrival Time	Photos Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	By:	Hospital Arrival Time	Photos Taken	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	By:
Commercial Vehicle Only				Commercial Vehicle Only			
Carrier Name				Carrier Name			
Vehicle #	City	State	Zip	Vehicle #	City	State	Zip
1				2			
No. of Axles	G.V.W.R	Fed. Reportable	Cargo Body Type	No. of Axles	G.V.W.R	Fed. Reportable	Cargo Body Type
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Vehicle Config.	I.C.C.M.C. #	U.S. D.O.T. #	Interstate <input type="checkbox"/>	Vehicle Config.	I.C.C.M.C. #	U.S. D.O.T. #	Interstate <input type="checkbox"/>
			Intrastate <input type="checkbox"/>				Intrastate <input type="checkbox"/>
C.D.L. ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	C.D.L. Suspended?	<input type="checkbox"/> Yes <input type="checkbox"/> No	C.D.L. ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	C.D.L. Suspended?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Vehicle Placarded ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hazardous Materials?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Vehicle Placarded ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Hazardous Materials?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Released ?	<input type="checkbox"/> Yes <input type="checkbox"/> No			Released ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If YES, Name or 4 Digit Number from Diamond				If YES, Name or 4 Digit Number from Diamond			
<input type="checkbox"/> Ran Off Road	<input type="checkbox"/> Down Hill Runaway	<input type="checkbox"/> Cargo Loss or Shift	<input type="checkbox"/> Separation of Units	<input type="checkbox"/> Ran Off Road	<input type="checkbox"/> Down Hill Runaway	<input type="checkbox"/> Cargo Loss or Shift	<input type="checkbox"/> Separation of Units

Report By:
GOMEZ

Department
UNIFORM

Report Date
9/17/2014 11:09:54 PM

Submitted By
SANDY SPRINGS PD TR
IN HOUSE INTERFACE

Checked By
MCNABB

Date Checked
9/16/2014 2:58:00 PM

None Listed

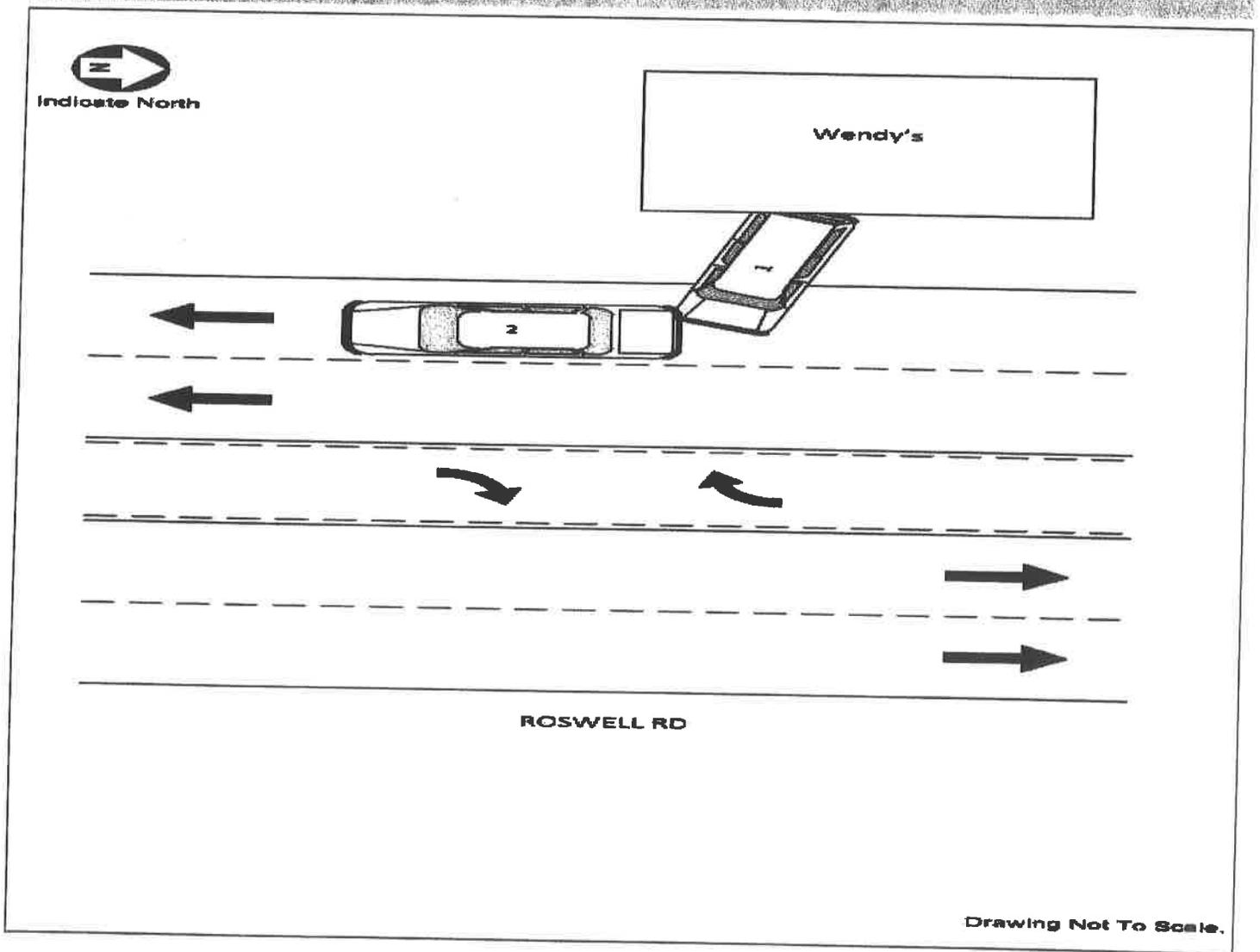
Added :Sep 16 2014 2:34PM

Both vehicles were located on Roswell Rd at Johnson Ferry Rd.

Driver one said he was exiting the Wendy's parking lot and struck vehicle two.

Driver two said she was stopped on Roswell Rd waiting for the traffic light to cycle, when driver one struck her vehicle.

No injuries were reported on scene.



Unit	Name	Violation
1		40-6-122, STARTING PARKED VEHICLE (E245108)

First Harmful Event	Traffic Way Flow	Weather	Surface Cond.	Light Cond.	Manner of Collision	Location at area of Impact	Road Comp.	Road Def. No Defects	Road Character	Construction / Maintenance Zone
Motor Vehicle In Motion	Two-Way Trafficway with no physical separation	Clear	Dry	Daylight	Rear End	On Roadway	Black Top		Straight and Level	None

VEH #	Number of Occupants	Point of Initial Contact	Damage To Vehicles	Skid Distance Before Impact	After	Width of Road
1	1	Front End	Slight	0	0	80
2	1	Right Side-Far Rear	Slight	0	0	80

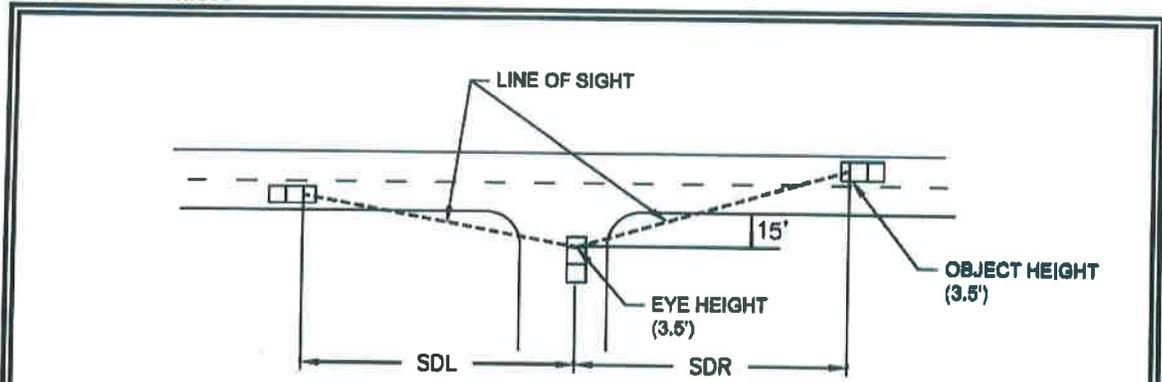
None Listed

Last Name	First	Address	City	State	Zip	Age	Sex	Vehicle #	Position	Injury	Taken for treat.	Eject	Safety Equip.	Extric	Air Bag
									Front Seat-Left Side	Not Injured	No	Not Ejected	Lap and Shoulder Belt	No	Non-Deployed Air Bag
									Front Seat-Left Side	Not Injured	No	Not Ejected	Lap and Shoulder Belt	No	Non-Deployed Air Bag

3E SIGHT DISTANCE-without medians

Driveways should be located to provide adequate sight distance. Minimum intersection sight distance criteria are provided in Table 3-4. The line of sight establishes the boundary of a sight triangle, within which there should be no sight obstruction.

Abdul to revise table



ARTERIAL SPEED, MPH	SIGHT DISTANCE (FEET)							
	2 Lane		3 Lanes		4 Lanes		5 Lanes	
	SDL=SDR	SDL	SDR	SDL	SDR	SDL	SDR	
30	335	310	355	335	375	355	400	
35	390	365	415	390	440	415	465	
40	445	415	475	445	500	475	530	
45	500	465	530	500	565	530	600	
50	555	515	590	555	625	590	665	
55	610	570	650	610	690	650	730	
60	665	620	710	665	750	710	795	
65	720	670	765	720	815	765	860	

TABLE 3-4 INTERSECTION SIGHT DISTANCE REQUIREMENTS

The sight distance criteria are based on the time required for a vehicle to make a left turn from a stop-controlled approach to the State Highway (AASHTO Case B1). The time to execute the maneuver is based on recommendations contained in NCHRP Report 383, *Intersection Sight Distance*. The sight distances, for a two-lane road, are the distances traveled at the arterial speed during 7.5 seconds. The time is increased by 0.5 seconds for each additional lane to be crossed.

The sight distances given in Table 3-4 are for undivided highways. If the highway is divided, the effect of the median should be considered in determining the required sight distance. Based on the conditions, it may be feasible for the crossing maneuver to be done in two stages with a stop in the median. However, the intersection should only be treated in this manner if the signing and marking is accordingly provided. Otherwise, the sight distance requirements should be increased to account for the additional width that must be crossed. See AASHTO Green Book, Chapter 9 Intersections, for adjustments due to grades greater than 3% and design vehicles other than passenger cars.

Sec. 103-77. - Street intersections.

- (a) *Angle of intersection.* The angle of roadway intersections shall be consistent with the requirements for driveways as set for in section 103-73(a).
- (b) *Intersection approaches: horizontal alignment.*
 - (1) New local streets which approach an intersection with a street in a category higher than itself on a horizontal curve having a centerline radius less than 240 feet shall provide a tangent section of roadway at least 30 feet long. Collectors approaching an intersection with a major thoroughfare on a horizontal curve having a centerline radius of less than 550 feet shall also provide the 30 foot tangent section. The tangent length shall be measured along the centerline of the street, from the right-of-way line of the intersecting street, extended, to the point of tangency with the centerline of the curve section.
 - (2) New major thoroughfares shall provide tangent sections at intersections with streets in equal or higher categories as needed to provide adequate stopping distances at their design speeds.
- (c) *Intersection approaches: vertical alignment.*
 - (1) *Approach landings internal to residential subdivisions.* For approaches to intersections internal to a residential subdivision, a leveling of the street at a grade not exceeding five percent shall be provided for a distance of not less than 50 feet as measured from the back of curb of the intersecting.
 - (2) *Approach landings at local streets.* For new street intersections with local streets, a leveling of the street at a grade not exceeding three percent shall be provided for a distance of not less than 50 feet as measured from the back of curb of the intersecting street.
 - (3) *Approach landings at collectors or arterials.* As a street approaches an intersection with a collector or arterial, there shall be a suitable leveling of the street at a grade not exceeding two percent and for a distance not less than the following minimums:

Table 11.8-1. Approach Distances at Major Intersections

APPROACHING STREET CLASSIFICATION	MINIMUM APPROACH TANGENT ⁽¹⁾
Principal or Minor Arterial	100 feet
Collector	75 feet
Local (residential and nonresidential)	50 feet

Notes:

(1) Distance of the approach is measured from edge of pavement of the intersecting street to the point of curvature in the approaching street.

(d) *Intersection radii.*

- (1) Intersection radii for roadways as measured at back of curb and for the right-of-way lines shall be as follows. The minimum roadway radii for the intersection of local and nonresidential local streets is 25 feet. For all other roadway classifications the minimum roadway radii is 40 feet. When a local or residential collector intersects a higher classification of roadway, the radii shall be a minimum of 40 feet. Larger radii may be required for streets intersecting at an angle of less than 90 degrees; or when vehicle and operating circumstances dictate. As approved by the public works director, the radii can be reduced a maximum of five feet for the following reasons:
 - a. Separation from street, or
 - b. Removal of obstruction.
- (2) Intersecting right-of-way lines may be joined by an arc having the minimum radius shown, or by a miter which cuts across the right-of-way lines connecting the points where the required radius would have otherwise been tangent. Miters shall be measured as provided in section 103-75(b).

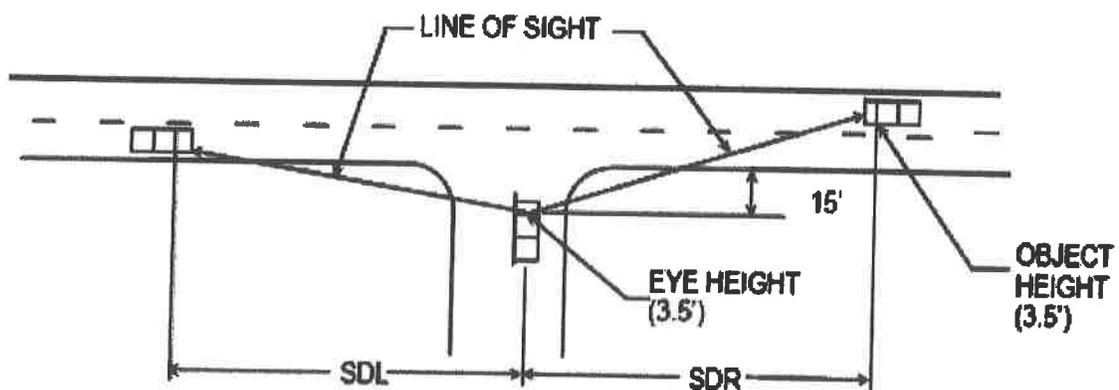
(e) *Islands.*

- (1) Islands in street intersections shall conform to the design requirements of the standard drawings. In no case shall anything in an island extend more than three feet above the street grade within the right-of-way, except traffic regulatory devices and other infrastructure erected or approved by the city. No island shall be approved which contains less than 100 square feet for median islands or 50 square feet for corner islands.
- (2) Islands with the right-of-way or access easements shall be constructed with mountable curb sections per GDOT specifications, unless otherwise approved by the public works director.
- (3) Islands are an important form of intersection channelization that is often needed to prohibit undesirable movements, define the paths of allowed movements, and provide a refuge area for pedestrians. Any location where two outbound lanes are proposed for a driveway at an un-signalized location, the right line must be for right-out only movement, and separated from the other lane by a raised island.
- (4) Painted lines are an effective means to direct the paths of vehicular movement. However, raised islands are more effective during times when visibility is reduced. When islands are to serve as pedestrian refuge areas, they should be constructed as raised islands. All sign posts to be placed

within concrete area must have hole through pavement structure. The hole may be either formed, drilled or sawed.

- (5) When multiple crosswalks are required to pass through islands, the required size may exceed the 100 square feet mentioned above. The additional area may be required to install wheelchair ramps. As an alternate to ramps, the pedestrian travel way can be "slotted" through the island, remaining on the grade of the roadway.
 - (6) Raised islands should be offset from the edge of the adjacent travel lane on all sides. The amount of offset shall be a minimum of 18 inches as measured from the edge of the travel lane to the face of the curb. When raised islands are adjacent to roadways with posted speed limits of 50 MPH or greater, the island shall be offset from the edge of the roadway by a minimum distance of ten feet.
- (f) *Intersection corner sight distance.*
- (1) Intersections shall be designed with adequate corner sight distance. Where necessary, back slopes shall be flattened and horizontal or vertical curves lengthened to provide the minimum required sight distance.
 - (2) The minimum corner sight distance requirement may be calculated using AASHTO "Policy on Geometric Design of Highways and Streets," Chapter 9 (Intersections), latest edition. Intersection sight distance is determined with an assumed height of driver's eye of 3.5 feet and an assumed height of object of 3.5 feet when measuring in the vertical plane. When measuring in the horizontal plane, the intersection sight distance is determined with an assumed driver's eye location from a point four feet offset from the centerline and 15 feet from the edge of closest travel lane to a point along the centerline of the closest oncoming travel lane. When measuring in either plane, the line of sight must remain in the proposed standard dedicated ROW:

Table 11.8-2. Minimum Corner Sight Distance



DESIGN SPEED (MPH)	SIGHT DISTANCE (FT) ⁽¹⁾				
	2 LANES	3 AND 4 LANES		5 AND 6 LANES	
	SDL=SDR	SDL	SDR	SDL	SDR
25	280	n/a	n/a	n/a	n/a
30	335	350	375	400	420
35	390	410	440	465	490
40	445	470	500	530	560
45	500	530	560	595	630
50	555	590	625	660	700
55	610	650	685	730	770

Notes:

- (1) SDL refers to "Sight Distance to the Left" and SDR refers to "Sight Distance to the Right"
- (2) Minimum corner sight distance for stopped passenger vehicles turning onto a roadway with no median and grades of three-percent or less. Distances shall be adjusted for entering roadways with different design characteristics.
- (g) *Obstructing visibility at Intersections.* On any corner lot, within an area formed by the lot lines on the street sides of such lot and a line (miter) joining points on such lot lines located at a distance of 20 feet from the point of their intersection, the following shall apply:
- (1) There shall be no fence or wall or hedge higher than three feet.
 - (2) There shall be no obstruction to vision, other than a post or column or tree (except standards erected by city) exceeding one foot in greatest cross-sectional dimension, between a height of three feet and a height of 15 feet above the established grade of either of the intersecting

streets.

- (3) The public works director may required additional restrictions based on the horizontal or vertical curvature of the roadway or any unique design features of the intersection.
- (h) *Turning lanes at Intersections.* Left turning lanes shall be provided on all new internal project streets, classified as a collector or higher, intersecting a major thoroughfare, and may be required in other locations to meet traffic demand and safe operations. Right turning lanes may be required to meet traffic demands or safety concerns. When provided, turning lanes shall meet the criteria for turn lanes in section 103-73(f),(g).

(Ord. No. 2008-09-48, § 1, 9-16-2008)

Project ID: 16-0348-001
 Location: Roswell Rd & Johnson Ferry Rd
 City: Sandy Springs

Day: Tuesday
 Date: 8/23/2016

Peak Start Times
AM
7:00 AM
MD
11:30 AM
PM
4:15 PM

Start Time	Roswell Rd												Johnson Ferry Rd												Johnson Ferry Rd											
	Northbound						Southbound						Eastbound						Westbound						Westbound											
	Left	Thru	Rgt	Peds	App. Total	Int. Total	Left	Thru	Rgt	Peds	App. Total	Int. Total	Left	Thru	Rgt	Peds	App. Total	Int. Total	Left	Thru	Rgt	Peds	App. Total	Int. Total	Left	Thru	Rgt	Peds	App. Total	Int. Total						
7:00 AM	26	99	0	0	125	0	0	212	0	1	213	0	2	0	131	0	0	133	0	17	10	8	1	35	506											
7:15 AM	16	131	0	0	147	0	0	281	2	5	283	0	0	128	0	0	0	128	0	18	18	7	2	44	602											
7:30 AM	18	124	0	0	142	0	0	275	3	0	278	3	0	113	0	0	0	116	0	28	35	9	1	72	608											
7:45 AM	19	91	0	0	110	0	0	272	2	1	274	5	0	115	0	0	0	120	0	29	38	10	2	77	581											
Total	79	445	0	0	524	0	0	1040	8	7	1048	10	0	487	0	0	0	497	0	92	102	34	6	228	2297											
8:00 AM	25	144	0	0	169	0	0	247	5	2	252	3	0	113	3	0	0	116	3	24	20	13	1	57	584											
8:15 AM	22	105	0	0	127	0	0	250	1	2	251	3	0	117	0	0	0	120	0	19	25	17	0	61	559											
8:30 AM	24	133	0	0	157	0	0	252	2	1	254	8	0	120	1	0	0	128	1	16	17	15	3	48	587											
8:45 AM	15	127	0	0	142	0	0	294	6	0	300	7	0	104	0	0	0	111	0	21	18	19	2	58	611											
Total	86	508	0	0	585	0	0	1043	14	5	1057	21	0	454	4	0	0	475	4	80	80	64	6	224	2351											
BREAK																																				
11:30 AM	28	197	0	0	225	0	0	206	9	0	215	12	0	60	6	0	0	72	6	22	40	34	1	96	608											
11:45 AM	33	182	0	0	215	0	0	215	10	1	225	8	0	51	4	0	0	59	4	24	47	32	0	103	602											
12:00 PM	24	186	0	0	210	0	0	225	7	0	232	14	0	49	4	0	0	63	4	27	39	48	3	114	619											
12:15 PM	31	208	0	0	237	0	0	233	12	3	245	14	0	58	3	0	0	72	3	33	48	30	1	111	685											
Total	116	771	0	0	887	0	0	879	38	4	917	48	0	218	17	0	0	266	17	106	174	144	5	424	2494											
12:30 PM	30	202	0	0	232	0	0	250	5	0	255	7	0	49	3	0	0	56	3	33	36	44	0	113	656											
12:45 PM	37	200	0	0	237	0	0	202	7	1	209	12	0	60	1	0	0	72	1	30	37	36	2	103	621											
1:00 PM	31	187	0	0	218	0	0	246	7	1	253	16	0	63	1	0	0	79	1	28	37	19	1	84	634											
1:15 PM	28	190	0	0	218	0	0	232	7	1	239	21	0	61	2	0	0	82	2	22	41	37	1	100	639											
Total	126	779	0	0	905	0	0	930	26	3	956	56	0	233	7	0	0	289	7	113	151	136	4	400	2550											
BREAK																																				
4:15 PM	61	243	0	0	304	0	0	195	7	1	202	10	0	49	0	0	0	59	0	25	89	18	2	132	697											
4:30 PM	81	276	0	0	357	0	0	196	5	4	203	10	0	51	3	0	0	61	3	20	84	18	3	123	744											
4:45 PM	62	290	0	0	352	0	0	208	7	0	215	10	0	44	1	0	0	54	1	23	101	21	1	145	768											
5:00 PM	54	299	0	0	353	0	0	178	8	0	186	16	0	53	1	0	0	69	1	39	83	22	2	144	752											
Total	258	1108	0	0	1366	0	0	779	27	5	806	46	0	197	5	0	0	243	5	107	357	80	8	544	2659											
5:15 PM	56	304	0	0	360	0	0	195	8	3	203	15	0	51	0	0	0	66	0	31	80	15	1	126	755											
5:30 PM	56	269	0	0	325	0	0	199	6	0	207	12	0	48	2	0	0	80	2	18	62	18	1	98	690											
5:45 PM	60	294	0	0	324	0	0	203	3	0	206	16	0	43	0	0	0	59	0	25	89	21	0	135	724											
6:00 PM	70	289	0	0	359	0	0	179	6	1	185	16	0	45	0	0	0	61	0	89	17	2	1	137	742											
Total	242	1126	0	0	1368	0	0	776	25	4	801	59	0	187	2	0	0	246	2	105	320	71	4	496	2911											
Grand Total	907	4738	0	0	5645	0	0	5447	138	28	5585	240	0	1776	35	0	0	2016	35	603	1184	529	33	2316	15562											
Approach %	16.1	83.9	0.0	0.0	0.0	0.0	0.0	97.5	2.5	0.5	11.9	0.0	0.0	88.1	1.7	0.0	0.0	26.0	0.0	51.1	22.8	1.4	0.2	14.9												
Total %	5.8	30.4	0.0	0.0	36.3	0.0	0.0	35.0	0.9	0.2	35.9	1.5	0.0	11.4	0.2	0.0	0.0	13.0	0.0	3.9	7.6	3.4	0.2	14.9												
Cars, P.U., Vans	896	4704	0	0	5600	0	0	5420	138	28	5558	238	0	1761	35	0	0	1989	35	598	1180	529	33	2308	15465											
% Cars, P.U., Vans	98.8	98.3	0.0	0.0	99.2	0.0	0.0	99.5	100.0	100.0	99.5	99.2	0.0	99.2	100.0	0.0	0.0	99.2	0.0	98.3	99.7	100.0	100.0	98.7	99.4											
Heavy Trucks	11	34	0	0	45	0	0	27	0	0	27	2	0	15	0	0	0	17	0	4	4	0	0	8	97											
% Heavy Trucks	1.2	0.7	0.0	0.0	0.8	0.0	0.0	0.5	0.0	0.0	0.5	0.8	0.0	0.8	0.0	0.0	0.0	0.8	0.0	0.7	0.3	0.0	0.0	0.3	0.6											

Project ID: 16-5349-001

Location: Roswell Rd & Johnson Ferry Rd
City: Sandy Springs

PEAK HOURS

Day: Tuesday
Date: 8/23/2016

AM

Start Time	Roswell Rd Northbound			Roswell Rd Southbound			Johnson Ferry Rd Eastbound			Johnson Ferry Rd Westbound							
	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt					
7:15 AM	16	131	0	147	0	261	2	283	0	0	128	18	19	7	44	602	
7:30 AM	18	124	0	142	0	275	3	278	3	0	113	28	35	9	72	608	
7:45 AM	19	91	0	110	0	272	2	274	5	0	115	20	29	38	10	581	
8:00 AM	25	144	0	169	0	247	5	252	3	0	113	24	20	13	57	594	
Total Volume	78	490	0	588	0	1075	12	1087	11	0	489	99	112	39	250	2385	
% App. Total	13.7	86.3	0.0	100	0.0	98.9	1.1	100	2.3	0.0	97.7	100	39.8	44.8	15.6	100	
PHF	0.960																
Cars, P.U., Vans	74	484	0	558	0	1070	12	1082	10	0	486	478	98	112	39	249	2365
% Cars, P.U., Vans	94.9	98.8	0.0	98.2	0.0	99.5	100.0	99.5	90.9	0.0	99.4	99.2	99.0	100.0	100.0	99.6	99.2
Heavy Trucks	4	6	0	10	0	5	0	5	1	0	3	4	1	0	0	1	20
% Heavy Trucks	5.1	1.2	0.0	1.8	0.0	0.5	0.0	0.5	9.1	0.0	0.6	0.8	1.0	0.0	0.0	0.4	0.8

NOON

Start Time	Roswell Rd Northbound			Roswell Rd Southbound			Johnson Ferry Rd Eastbound			Johnson Ferry Rd Westbound							
	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt					
12:15 PM	31	206	0	237	0	233	12	245	14	0	58	72	33	48	30	111	665
12:30 PM	30	202	0	232	0	250	5	255	7	0	49	56	33	36	44	113	656
12:45 PM	37	200	0	237	0	202	7	209	12	0	60	72	30	37	36	103	621
1:00 PM	31	187	0	218	0	246	7	253	16	0	63	79	28	37	19	84	634
Total Volume	129	795	0	924	0	931	31	962	49	0	230	279	124	158	129	411	2576
% App. Total	14.0	88.0	0.0	100	0.0	98.8	3.2	100	17.6	0.0	82.4	100	30.2	38.4	31.4	100	
PHF	0.943																
Cars, P.U., Vans	129	789	0	918	0	923	31	954	49	0	230	279	124	157	129	410	2561
% Cars, P.U., Vans	100.0	99.2	0.0	99.4	0.0	99.1	100.0	99.2	100.0	0.0	100.0	100.0	100.0	99.4	100.0	99.8	99.4
Heavy Trucks	0	6	0	6	0	8	0	8	0	0	0	0	0	0	0	0	15
% Heavy Trucks	0.0	0.8	0.0	0.6	0.0	0.9	0.0	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.2	0.6

PM

Start Time	Roswell Rd Northbound			Roswell Rd Southbound			Johnson Ferry Rd Eastbound			Johnson Ferry Rd Westbound							
	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt					
4:30 PM	81	276	0	357	0	196	5	203	10	0	51	61	20	84	19	123	744
4:45 PM	62	290	0	352	0	208	7	215	10	0	44	54	23	101	21	145	766
5:00 PM	54	299	0	353	0	178	8	186	16	0	53	69	39	83	22	144	752
5:15 PM	56	304	0	360	0	195	8	203	15	0	51	68	31	80	15	126	755
Total Volume	253	1169	0	1422	0	779	28	807	51	0	189	250	113	348	77	538	3017
% App. Total	17.8	82.2	0.0	100	0.0	96.5	3.5	100	20.4	0.0	79.6	100	21.0	64.7	14.3	100	
PHF	0.988																
Cars, P.U., Vans	252	1165	0	1417	0	776	28	804	51	0	197	248	112	347	77	538	3005
% Cars, P.U., Vans	99.6	99.7	0.0	99.6	0.0	99.6	100.0	98.6	100.0	0.0	99.0	99.2	99.1	99.7	100.0	99.8	99.6
Heavy Trucks	1	4	0	5	0	3	0	3	0	0	2	2	1	1	0	2	12
% Heavy Trucks	0.4	0.3	0.0	0.4	0.0	0.4	0.0	0.4	0.0	0.0	1.0	0.8	0.9	0.3	0.0	0.4	0.4

Project ID: 16-0349-002

Location: Roswell Rd & Wendys Dwy
City: Sandy Springs

PEAK HOURS

Day: Tuesday
Date: 8/23/2016

MOON

Start Time	Roswell Rd Northbound			Roswell Rd Southbound			Wendys Dwy Eastbound			Wendys Dwy Westbound		
	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt
Peak Hour Analysis from 11:30 AM to 01:30 PM												
Peak Hour for Entire Intersection Begins at 12:15 PM												
12:15 PM	2	213	38	253	1	244	5	250	1	0	1	2
12:30 PM	2	229	23	254	2	246	10	258	0	0	8	8
12:45 PM	1	217	29	247	0	208	9	217	1	0	1	2
1:00 PM	0	202	22	224	0	247	7	254	1	0	7	8
Total Volume	5	861	112	978	3	945	31	979	3	0	17	20
% App. Total	0.5	86.0	11.5	100	0.3	96.5	3.2	100	15.0	0.0	85.0	100
PHF	0.963											
Cars, PU, Vans	5	855	112	972	3	937	31	971	3	0	17	20
% Cars, PU, Vans	100.0	99.3	100.0	99.4	100.0	99.2	100.0	99.2	100.0	0.0	100.0	100.0
Heavy Trucks	0	6	0	6	0	8	0	8	0	0	0	0
% Heavy Trucks	0.0	0.7	0.0	0.6	0.0	0.8	0.0	0.8	0.0	0.0	0.0	0.0

PM

Start Time	Roswell Rd Northbound			Roswell Rd Southbound			Wendys Dwy Eastbound			Wendys Dwy Westbound		
	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt
Peak Hour Analysis from 04:15 PM to 06:15 PM												
Peak Hour for Entire Intersection Begins at 04:30 PM												
4:30 PM	2	284	17	303	1	200	4	205	1	0	0	1
4:45 PM	0	310	12	322	0	215	5	220	1	0	1	2
5:00 PM	0	322	11	333	1	180	2	183	2	0	2	4
5:15 PM	2	311	19	332	0	196	1	197	1	0	2	3
Total Volume	4	1227	59	1280	2	791	12	805	5	0	5	10
% App. Total	0.3	95.1	4.6	100	0.2	98.3	1.5	100	50.0	0.0	50.0	100
PHF	0.968											
Cars, PU, Vans	4	1223	59	1286	2	788	12	802	5	0	5	10
% Cars, PU, Vans	100.0	99.7	100.0	99.7	100.0	99.6	100.0	99.6	100.0	0.0	100.0	100.0
Heavy Trucks	0	4	0	4	0	3	0	3	0	0	0	0
% Heavy Trucks	0.0	0.3	0.0	0.3	0.0	0.4	0.0	0.4	0.0	0.0	0.0	0.0

Project ID: 16-0349-003

Location: Wendys Dwy & Johnson Ferry Rd
 City: Sandy Springs

Day: Tuesday
 Date: 8/23/2016

Peak Start Times	
AM	12:00 AM
MD	11:30 AM
PM	4:15 PM

Start Time	Wendys Dwy Northbound												Wendys Dwy Southbound												Johnson Ferry Rd Eastbound												Johnson Ferry Rd Westbound											
	Left			Thru			Rgt			Peds			App. Total			Left			Thru			Rgt			Peds			App. Total			Left			Thru			Rgt			Peds			App. Total					
	Int. Total			Int. Total			Int. Total			Int. Total			Int. Total			Int. Total			Int. Total			Int. Total			Int. Total			Int. Total			Int. Total			Int. Total														
11:30 AM	0	0	0	0	0	0	5	0	9	4	4	14	0	0	0	4	73	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
11:45 AM	0	0	0	0	0	0	2	0	1	13	3	4	52	0	3	56	1	86	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
12:00 PM	0	0	0	0	0	0	5	0	3	6	8	2	81	0	3	63	0	64	6	4	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
12:15 PM	0	0	0	0	0	0	4	0	13	9	17	9	68	0	2	77	0	90	3	1	93	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									
Total	0	0	0	0	0	0	16	0	26	32	42	19	254	0	8	273	1	314	16	5	331	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
12:30 PM	0	0	0	0	0	0	3	0	5	1	8	5	54	0	0	59	0	65	5	0	70	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
12:45 PM	0	0	0	0	0	0	4	0	9	0	13	5	63	0	0	68	0	75	5	0	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
1:00 PM	0	0	0	0	0	0	11	0	7	2	18	4	74	0	0	78	0	69	7	0	76	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
1:15 PM	0	0	0	0	0	0	7	0	7	1	14	8	72	0	0	80	0	72	3	0	75	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
Total	0	0	0	0	0	0	25	0	28	4	53	22	263	0	0	285	0	281	20	0	301	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
BREAK																																																
4:15 PM	0	0	0	0	0	0	3	0	6	2	9	4	53	0	0	57	0	154	2	0	156	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
4:30 PM	0	0	0	0	0	0	2	0	2	1	4	1	57	0	1	58	0	168	0	0	168	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
4:45 PM	0	0	0	0	0	0	2	0	3	0	5	2	53	0	0	55	0	166	1	0	167	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
5:00 PM	0	0	0	0	0	0	3	0	3	0	6	1	70	0	0	71	0	146	2	0	148	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
Total	0	0	0	0	0	0	10	0	14	3	24	8	233	0	1	241	0	634	5	0	639	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
5:15 PM	0	0	0	0	0	0	0	0	4	2	4	2	60	0	0	62	0	139	5	0	144	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
5:30 PM	0	0	0	0	0	0	2	0	3	0	5	1	61	0	0	62	0	125	2	0	127	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
5:45 PM	0	0	0	0	0	0	4	0	4	0	8	2	58	0	0	60	0	150	2	0	152	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
6:00 PM	0	0	0	0	0	0	2	0	4	0	6	2	58	0	0	60	0	162	1	0	163	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
Total	0	0	0	0	0	0	8	0	15	2	23	7	237	0	0	244	0	576	10	0	586	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
Grand Total	0	0	0	0	0	0	59	0	83	41	142	56	987	0	9	1043	1	1805	51	5	1857	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
Approach %	0.0	0.0	0.0	0.0	0.0	0.0	41.5	0.0	58.5	28.9	5.4	94.6	0.0	0.9	0.1	97.2	2.7	0.3	0.2	0.2	61.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0												
Total %	0.0	0.0	0.0	0.0	0.0	0.0	1.9	0.0	2.7	1.3	4.7	1.8	32.4	0.0	0.3	34.3	0.0	59.3	1.7	0.2	61.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0												
Cars, PU, Vans	0	0	0	0	0	0	59	0	83	41	142	56	979	0	9	1035	1	1797	51	5	1848	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	100.0	100.0	100.0	99.2	0.0	100.0	99.2	100.0	99.6	100.0	100.0	99.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0												
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	8	0	8	8	0	8	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0												
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.8	0.0	0.8	0.8	0.0	0.4	0.0	0.4	0.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0												

Project ID: 16-5348-003

Location: Wendys Dwy & Johnson Ferry
City: Sandy Springs

PEAK HOURS

Day: Tuesday
Date: 8/23/2016

NOON

Start Time	Wendys Dwy Northbound			Wendys Dwy Southbound			Johnson Ferry Rd Eastbound			Johnson Ferry Rd Westbound			
	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	
Peak Hour Analysis from 11:30 AM to 01:30 PM	0	0	0	0	0	0	9	68	0	77	0	90	3
Peak Hour for Entire Intersection Begins at 12:15 PM	0	0	0	0	0	0	5	54	0	59	0	65	5
12:15 PM	0	0	0	0	0	0	13	17	0	17	0	18	7
12:30 PM	0	0	0	0	0	0	4	0	0	0	0	0	0
12:45 PM	0	0	0	0	0	0	4	0	0	0	0	0	0
1:00 PM	0	0	0	0	0	0	11	0	0	0	0	0	0
Total Volume	0	0	0	0	0	0	22	0	0	0	0	0	0
% App. Total	0.0	0.0	0.0	0.0	0.0	0.0	39.3	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.000												
Cars, PU, Vans	0	0	0	0	0	0	22	0	0	0	0	0	0
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.778												
Cars, PU, Vans	0	0	0	0	0	0	23	259	0	282	0	299	20
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	0.0	100.0	0.0	93.7	6.3
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.904												
Cars, PU, Vans	0	0	0	0	0	0	23	259	0	282	0	297	20
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	0.0	100.0	0.0	99.3	0.7
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.858												
Cars, PU, Vans	0	0	0	0	0	0	23	259	0	282	0	297	20
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	100.0	0.0	100.0	0.0	99.3	0.7
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PHF	0.997												

PM

Start Time	Wendys Dwy Northbound			Wendys Dwy Southbound			Johnson Ferry Rd Eastbound			Johnson Ferry Rd Westbound			
	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	Left	Thru	Rgt	
Peak Hour Analysis from 04:15 PM to 06:15 PM	0	0	0	0	0	0	4	53	0	57	0	154	2
Peak Hour for Entire Intersection Begins at 04:15 PM	0	0	0	0	0	0	2	1	0	0	0	166	0
4:15 PM	0	0	0	0	0	0	2	53	0	55	0	166	1
4:30 PM	0	0	0	0	0	0	3	1	0	0	0	146	2
4:45 PM	0	0	0	0	0	0	10	0	0	0	0	634	5
5:00 PM	0	0	0	0	0	0	41.7	0.0	58.3	100	3.3	96.7	0.8
Total Volume	0	0	0	0	0	0	10	0	14	24	8	233	0
% App. Total	0.0	0.0	0.0	0.0	0.0	0.0	41.7	0.0	58.3	100	3.3	96.7	0.8
PHF	0.667												
Cars, PU, Vans	0	0	0	0	0	0	10	0	14	24	8	232	0
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	100.0	100.0	99.6	0.0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.4	0.0
PHF	0.849												
Cars, PU, Vans	0	0	0	0	0	0	10	0	14	24	8	232	0
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	100.0	100.0	99.7	0.0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.0
PHF	0.951												
Cars, PU, Vans	0	0	0	0	0	0	10	0	14	24	8	232	0
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	100.0	100.0	99.7	0.0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.0
PHF	0.997												
Cars, PU, Vans	0	0	0	0	0	0	10	0	14	24	8	232	0
% Cars, PU, Vans	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	100.0	100.0	100.0	99.7	0.0
Heavy Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0
% Heavy Trucks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.0
PHF	0.3												

EXHIBIT 4



Martha H. Byrd, CCIM, CPM®
First Vice President
Asset Manager
Corporate Real Estate

SunTrust Bank
Mail Code GA-ATL-0052
303 Peachtree Center Ave., Ste. 670
Atlanta, GA 30303
Tel 404.688.7818
Fax 404.627.6672
Martha.Byrd@SunTrust.com

August 26, 2016

Ruben Hovanesian
Transportation Engineer
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

Re: 6240 Roswell Road
Cross Access Easement

Dear Mr. Hovanesian:

I represent SunTrust Bank as the Asset Manager for the Retail Portfolio of branch banks in Atlanta, Georgia. In this capacity I am charged with procuring branch locations for SunTrust's Retail Branch expansion program.

As part of this expansion, SunTrust is currently pursuing a branch at the Wendy's site located at 6240 Roswell Road in Sandy Springs, Georgia. In order to complete the transaction for this branch, SunTrust needs, among other things, variances and design and site plan approval from the City of Sandy Springs.

In recent meetings, the City of Sandy Springs asked SunTrust to explore the possibility of securing a cross access easement agreement from either of the adjacent property owners: both the Goodyear Tire Store (North) and the Zafron Restaurant (West).

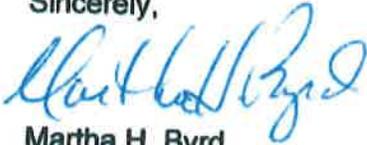
Therefore, I recently met with the owner of the Zafron restaurant, Mr. Peter Teimiori, and explained what the City was requesting. As a follow-up, our Cushman Wakefield broker prepared a document outlining what would be needed as far as a cross access easement and the financial compensation SunTrust was prepared to offer in return for that easement agreement (see attached letter). Mr. Teimiori declined the offer and stated that he was not interested in a cross easement arrangement.

Page 2
Hovanesian/Byrd
August 26, 2016

In this same pursuit, I approached Rob Morrison, the Manager of the Goodyear property north of the Wendy's property. Mr. Morrison informed me that he was not the owner and in fact the property is in a Trust and is in the process of being sold. He also explained that CB Richard Ellis represented this location for the Trust. Therefore, Cushman Wakefield approached the CB Richard Ellis group's representative to determine if the owner would be willing to enter into a cross access easement agreement. The CB Richard Ellis broker who handles the Trust informed the Cushman Broker that the Trust was not interested.

SunTrust has diligently pursued the request of the City in regard to cross access easement agreements with both adjacent property owners but the response in each case was negative. Despite this fact, and as explained in meetings with the City, SunTrust remains willing to grant an interparcel access easement to an adjoining property for future use should the entitlements for the subject property be approved.

Sincerely,



Martha H. Byrd

Attachment



55 Ivan Allen Jr. Blvd.
Suite 700
Atlanta GA, 30308
Tel 404 875 1000
cushmanwakefield.com

Dean McNaughton

July 12, 2016

Mr. Kirk Buttle
CBRE
3280 Peachtree Road
Suite 1400
Atlanta, GA 30305

Re: Access Easement between 6260 Roswell Road and 6240 Roswell Rd, Sandy Springs, GA

Dear Kirk:

As we discussed, SunTrust currently has the property at 6240 Roswell Road, contiguous to the Goodyear at 6260 Roswell Road, under contract and would like to build a new branch on this site. Through the permitting approval process with the City, we have learned that the City is now trying to enforce a minimum spacing of 300' between driveways. They have asked us to approach contiguous land owners to see if we can obtain one access easement from either adjacent property owner in order to address their objective regarding traffic improvements. On behalf of SunTrust Bank, please consider the following as an outline of the basic terms for an offer to acquire an access easement across your client's property. This letter is not binding as our next step will be to work with you to prepare a formal contract:

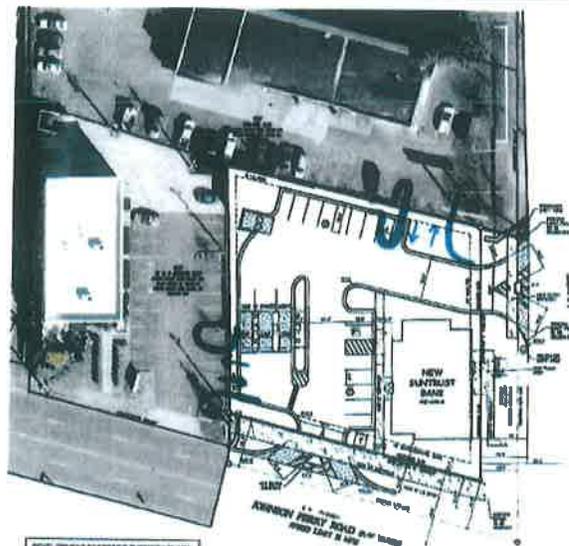
Price:	\$25,000
Type:	Reciprocal access easement outlined on the attached site plan
Reciprocal Parking Easement:	As an additional incentive, as we understand you will be losing your overflow parking on the Goodyear site, SunTrust would be willing to allow you a reciprocal parking easement for your patrons after 7 PM on our property .
Offer expires:	15 days from the date of this letter;
Site Improvements:	SunTrust will cover cost to install any improvements associated with this easement, but after installation each party will maintain the easement area on its property at its own expense

If the above is acceptable, please let me know and we will prepare the appropriate documents. If you have any questions or comments on the enclosed, please do not hesitate to contact me.

Sincerely,

Dean McNaughton
Senior Director

1. ALL DIMENSIONS IN FEET
 2. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
 3. ALL DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE
 4. ALL DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE
 5. ALL DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE



DIMENSIONS TO FACE UNLESS NOTED OTHERWISE
 DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE

DEVELOPMENT STATISTICS SUMMARY SHEET
 TOTAL AREA: 100,000 SQ. FT.
 TOTAL FLOOR AREA: 100,000 SQ. FT.
 TOTAL GARAGE AREA: 100,000 SQ. FT.
 TOTAL PARKING SPACES: 100,000
 TOTAL DRIVEWAYS: 100,000
 TOTAL DRIVEWAY AREA: 100,000 SQ. FT.
 TOTAL DRIVEWAY PERCENTAGE: 100,000%



PH INVESTMENTS
 100 JOHNSON FERRY ROAD
 SUITE 100
 ATLANTA, GA 30305
 (404) 525-1234
SUNTRUST
 100 JOHNSON FERRY ROAD
 SUITE 100
 ATLANTA, GA 30305
 (404) 525-1234



JOHNSON FERRY ROAD
SUNTRUST



PREPARED BY: [Name]
 DATE: [Date]

Dean McNaughton
Senior Director



Cushman & Wakefield of
Georgia, Inc.
3300 One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3425
(404) 853 5363 Tel
(404) 853 5383 Fax
www.cushwake.com

July 8, 2016

Mr. Peter Teimori
SJ&P Group
236 Johnson Ferry Rd
Atlanta, GA 30328

Re: Access Easement between 236 Johnson Ferry Road and 6240 Roswell Rd, Sandy Springs, GA

Dear Mr. Teimori:

Last week I believe you met with Martha Byrd with SunTrust Bank. SunTrust currently has the property at 6240 Roswell Road, contiguous to your property at 236 Johnson Ferry Road, under contract and would like to build a new branch on this site. Through the permitting approval process with the City, we have learned that the City is now trying to limit curb cuts within 300' of traffic signals. They have asked us to approach contiguous land owners to see if we can obtain one access easements in order to comply with these new regulations. On behalf of SunTrust Bank, the following outlines an offer to acquire an access easement across your property:

Price:	\$25,000
Type:	Reciprocal access easement outlined on the attached site plan as well as access to the City's storm water pipes at the southeast corner of your property.
Reciprocal Parking Easement:	As an additional incentive, SunTrust would be willing to allow you a reciprocal parking easement for your patrons on our property during non-business hours during week nights and on weekends.

If the above is acceptable, please let me know and we will prepare the appropriate documents. If you have any questions or comments on the enclosed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dean McNaughton".

Dean McNaughton
Senior Director



55 Ivan Allen Jr. Blvd.
Suite 700
Atlanta GA, 30308
Tel 404 875 1000
cushmanwakefield.com

Shea A. Meddin

July 14, 2016

Mr. Peter Teimori
SJ&P Group
236 Johnson Ferry Rd
Atlanta, GA 30328

Re: Access Easement between 236 Johnson Ferry Road and 6240 Roswell Rd, Sandy Springs, GA

Dear Mr. Teimori:

Last week I believe you met with Martha Byrd with SunTrust Bank. SunTrust currently has the property at 6240 Roswell Road, contiguous to your property at 236 Johnson Ferry Road, under contract and would like to build a new branch on this site. Through the permitting approval process with the City, we have learned that the City is now trying to enforce a minimum spacing of 300' between driveways. They have asked us to approach contiguous land owners to see if we can obtain one access easement from either adjacent property owner in order to address their objective regarding traffic improvements. On behalf of SunTrust Bank, please consider the following as an outline of the basic terms for an offer to acquire an access easement across your property. This letter is not binding as our next step will be to work with you to prepare a formal contract:

Price:	\$40,000
Type:	Reciprocal access easement outlined on the attached site plan as well as access to the City's storm water pipes at the southeast corner of your property.
Reciprocal Parking Easement:	As an additional incentive, as we understand you will be losing your overflow parking on the Goodyear site, SunTrust would be willing to allow you a reciprocal parking easement for your patrons after 7 PM on our property .
Offer expires:	15 days from the date of this letter;
Site Improvements:	SunTrust will cover cost to install any improvements associated with this easement, but after installation each party will maintain the easement area on its property at its own expense

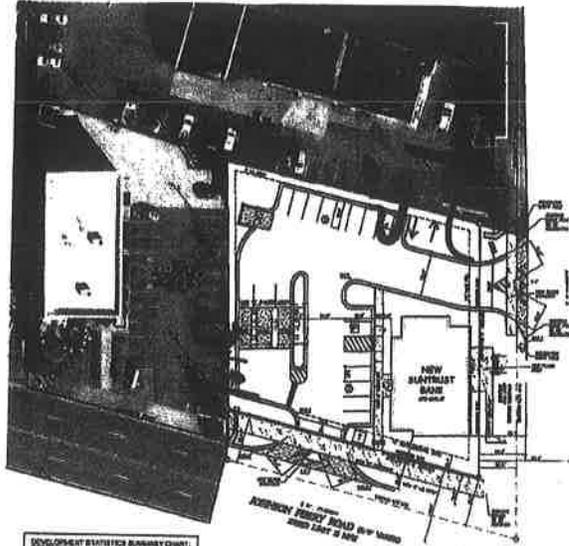
If the above is acceptable, please let me know and we will prepare the appropriate documents. If you have any questions or comments on the enclosed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Shea Meddin".

Shea Meddin
Director

0 10' 20' 30' 40' 50' 60' 70' 80' 90' 100' 110' 120' 130' 140' 150' 160' 170' 180' 190' 200' 210' 220' 230' 240' 250' 260' 270' 280' 290' 300' 310' 320' 330' 340' 350' 360' 370' 380' 390' 400' 410' 420' 430' 440' 450' 460' 470' 480' 490' 500' 510' 520' 530' 540' 550' 560' 570' 580' 590' 600' 610' 620' 630' 640' 650' 660' 670' 680' 690' 700' 710' 720' 730' 740' 750' 760' 770' 780' 790' 800' 810' 820' 830' 840' 850' 860' 870' 880' 890' 900' 910' 920' 930' 940' 950' 960' 970' 980' 990' 1000'



DEVELOPMENT STATISTICS & SUMMARY CHART

LOT AREA	1.00 AC
LOT DIMENSION	100' x 100'
LOT COVERAGE	100%
LOT AREA	1.00 AC
LOT DIMENSION	100' x 100'
LOT COVERAGE	100%

OWNER
 P H INVESTMENTS
 10000 N. W. 11th Street
 Miami, FL 33150

DEVELOPER
 SUNTRUST
 10000 N. W. 11th Street
 Miami, FL 33150

TITLE
 JOHNSON FERRY ROAD
 NORTH EAST CORNER

DATE
 11/11/2011

SITE AREA
 1.00 AC

DEVELOPMENT
 SUNTRUST BANK

JOHNSON FERRY ROAD
 NORTH EAST CORNER

SUNTRUST

EXHIBIT 5

**SunTrust Bank
6240 Roswell Road**

**NOTICE OF CONSTITUTIONAL CHALLENGE AND
CONSTITUTIONAL AND LEGAL OBJECTIONS**

A refusal to grant the requested Variances would be unlawful, arbitrary, capricious, irrational and a manifest abuse of discretion; all in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

A refusal to grant the requested Variances would discriminate unfairly between the owner of the Subject Property and other property owners similarly situated, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

A refusal to grant the requested Variances would amount to a taking of property, in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia.

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

A refusal to grant the requested Variances would be invalid inasmuch as the Zoning Ordinance of Sandy Springs is unlawful, null and void because its adoption and map adoption/maintenance did not comply with the requirements of its predecessor ordinance and/or the Zoning Procedures Law, O.C.G.A. § 36-66-1, *et seq.*

The Zoning Ordinance of Sandy Springs lacks adequate standards for interested persons to exercise the power to review and consider this Application. The standards are not sufficient to contain the discretion of interested persons and to provide the Courts with a reasonable basis for judicial review. Because the stated standards (individually and collectively) are too vague and uncertain to provide reasonable guidance, the Zoning Ordinance is unlawful and violates, among other things, the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States and Article I, Section III, Paragraph I and Article I, Paragraphs I and II of the Constitution of State of Georgia.

A refusal to approve the proposed Variance requests would constitute a violation of the Dormant Commerce Clause.

September 14th, 2016.



Dennis J. Webb, Jr.
SMITH, GAMBRELL & RUSSELL, LLP
1230 Peachtree Street, N.E., Suite 3100
Atlanta, GA 30309-3592
404-815-3500



PROJECT NARRATIVE

Project Name: SunTrust - Roswell Road branch

Address: NWC Roswell Road and Johnson Ferry, Sandy Springs, Georgia 30328

Background:

The proposed project includes a new 3351 Sq. Ft. full service SunTrust branch banking center at the corner of Roswell Road and Ferry Johnson. Scope of work includes site work, landscaping, grading, paving, new construction and FF&E. The building is comprised of a slab on grade foundation supporting a structural steel frame and steel stud wall framing infilled with insulation. A durable high albedo TPO roofing membrane applied to the flat roof to reduce heat island effect. Exterior finish materials includes a modern high performance ceramic composite panel facade with energy smart glazing system. The branch offers 24 hours services to the community with available detached drive up ATM canopy and an interior 24 hour vestibule.



ROSWELL ROAD ENTRANCE (EAST) ELEVATION
SCALE: 1/4" = 1'-0"

01



JOHNSON FERRY ROAD (NORTH) ELEVATION
SCALE: 1/4" = 1'-0"

02



ARCHITECTURE • PLANNING • INTERIORS

5887 GLENRIDGE DRIVE
SUITE 375
ATLANTA, GEORGIA 30328
TEL: 404.233.8110
FAX: 404.233.7229

△	Date	Description
	XXXX/2016	ISSUE FOR REVIEW

Seal / Signature

Project Name

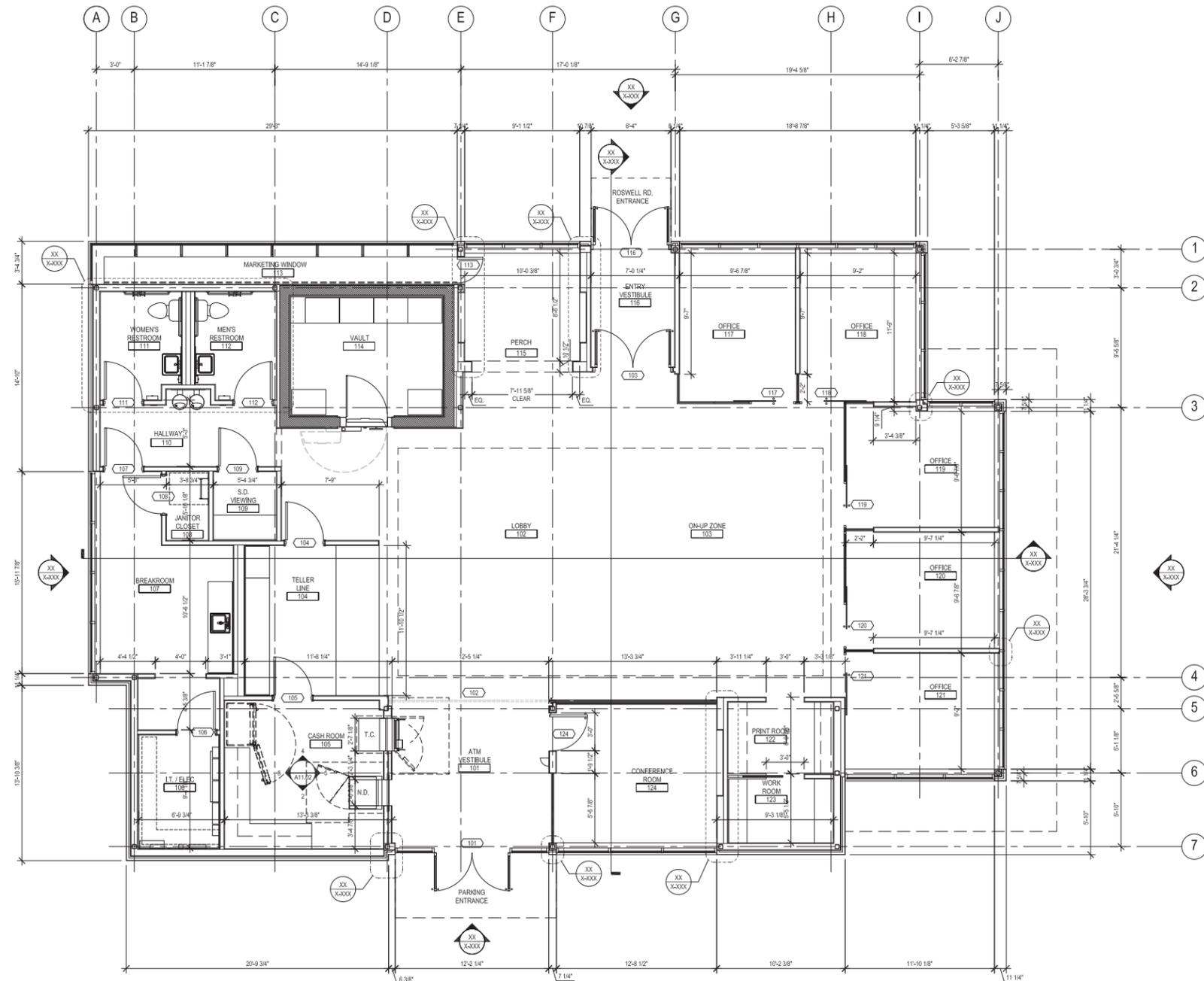
SUNTRUST BANK - ROSWELL

Project Number

162041

Scale

Description



01 CONSTRUCTION FLOOR PLAN
SCALE: 1/4" = 1'-0"

SHEET NOTES

- 01 AFFIX 3/4" FIRE TREATED PLYWOOD SHEATHING TO WALL UP TO 8'-0" FOR IT EQUIPMENT MOUNTING. PAINT TO MATCH WALL FINISH. OMIT ON WALL WITH DOOR.
- 02 PROVIDE WOOD BLOCKING AS REQUIRED FOR SCHEDULED MONITOR. COORDINATE W/ MONITOR MOUNT AND ELECTRICAL REQUIREMENTS AS NEEDED.
- 04 ATM VESTIBULE MILLWORK BY OWNER'S VENDOR.
- 05 LEVEL 02 FIBERGLASS (3/8" THICK) IN WALL. REFER TO PARTITION TYPE A30. VERIFY SCOPE WITH SUNTRUST PM PER LOCATION.
- 06 PERFORATED METAL PANEL SYSTEM IN DISPLAY AREA.



ARCHITECTURE ■ PLANNING ■ INTERIORS

5887 GLENRIDGE DRIVE
SUITE 375
ATLANTA, GEORGIA 30328
TEL: 404.233.8110
FAX: 404.233.7229

GENERAL NOTES

- A REFER TO FINISH SCHEDULE FOR ADDITIONAL INFORMATION
- B REFER TO A12 SERIES OF SHEETS FOR ADDITIONAL INFORMATION REGARDING MILLWORK

Date	Description
07/07/2016	ISSUE FOR REVIEW

LEGEND

- # --- COLUMN GRID
- [A] --- REFERENCE TO PARTITION TYPE
- OFFICE --- ROOM NAME
- 100 --- ROOM NUMBER
- XXX --- DOOR NUMBER
- ALIGN --- ALIGN WITH ESTABLISHED SURFACES
- XX --- SHEET NOTE
- XX/XXX --- DIRECTION OF ELEVATION
- XX/XXX --- ELEVATION NUMBER ON SHEET
- XX/XXX --- SHEET WHERE SHOWN
- XX/XXX --- DETAIL NUMBER
- XX/XXX --- SHEET WHERE SHOWN
- XX/XXX --- DESCRIPTION OF SIMILAR OR OPPOSITE
- AREA TO BE DETAILED
- FE --- FIRE EXTINGUISHER WITHOUT CABINET
- FE --- FIRE EXTINGUISHER CABINET

Seal / Signature

Project Name

SUNTRUST BANK - ROSWELL

Project Number

1629041

Scale

1/4" = 1'-0"

Description

CONSTRUCTION FLOOR PLAN

A02.01



SunTrust New Banking Center - Roswell Branch - 6240 Roswell Rd NE, Sandy Springs, GA 30328

- LEGEND:**
- LAND LOT IDENTIFICATION
 - IRON PIN FOUND (AS NOTED)
 - BOLLARD
 - NUMBER OF PARKING SPACES
 - HAULCAR PARKING
 - SIGN
 - TEMPORARY BENCHMARK
 - LAMP POST
 - LIGHT STAND
 - AC LINE
 - ELECTRIC BOX
 - ELECTRIC METER
 - POWER POLE
 - LANDSCAPE LIGHT
 - SANITARY SEWER MANHOLE
 - CLEAN OUT
 - FLARED END SECTION
 - YARD INLET SQUARE
 - CABLE TV BOX
 - TELEPHONE BOX
 - GAS METER
 - IRRIGATION CONTROL BOX
 - WATER METER
 - FIRE HYDRANT
 - WATER VALVE
 - MISCELLANEOUS STRUCTURE
 - CURB AND GUTTER
 - C&G
 - P.O.B.
 - N/F
 - R/W
 - I.S.M.
 - CONC.
 - E
 - TYP.
 - FTE
 - INV
 - PVC
 - CMP
 - #88.63
 - 788.63
 - CONTOUR ELEVATION
 - STORM SEWER LINE
 - SANITARY SEWER LINE
 - APPROXIMATE LOCATION OF UNDERGROUND GAS LINE
 - APPROXIMATE LOCATION OF UNDERGROUND CABLE TELEVISION LINE
 - APPROXIMATE LOCATION OF UNDERGROUND POWER LINE
 - APPROXIMATE LOCATION OF UNDERGROUND TELEPHONE LINE
 - APPROXIMATE LOCATION OF UNDERGROUND WATER LINE
 - APPROXIMATE LOCATION OF UNDERGROUND FIBER LINE
 - APPROXIMATE LOCATION OF UNDERGROUND R/W
 - APPROXIMATE LOCATION OF UNDERGROUND R/W

TITLE EXCEPTIONS:

This survey relied upon information contained within a Commitment (SU) JAT-160224 (RAM #16-00974c) prepared by Chicago Title Insurance Company, with an effective date of February 22, 2016, with respect to the property surveyed described in "Schedule A", and the special exceptions listed in "Schedule B - Section 2":

- Easement to Georgia Power Company recorded in Deed Book 6742, Page 267.
Comment: Easement affects the subject property. Exhibit "A" of the record document describing covered underground electric facilities is not provided. Possible location of the easement is shown on the survey based on underground utilities locating report provided by UNISurvey, LLC.
- Easement within roadway deed recorded in Deed Book 3555, Page 121.
Comment: Surveyor needs a copy of the proposed widening of Roswell Road plat referenced in the record document to determine exact location of the easements and affect on the subject property.
- Easement within roadway deed recorded in Deed Book 3786, Page 186.
Comment: Easement affects the subject property with no specific platable location.
- Boundary Line Agreement recorded in Deed Book 6776, Page 444.
Comment: Affects the subject property as shown on the survey.
- Boundary Line Agreement recorded in Deed Book 6824, Page 389.
Comment: Affects the subject property as shown on the survey.
- Landscape and Sidewalk Easement recorded in Deed Book 21721, Page 172.
Comment: Affects the subject property as shown on the survey.
- Permanent Landscape and Sidewalk Easement recorded in Deed Book 34073, Page 601.
Comment: Affects the subject property as shown on the survey.

UTILITY STATEMENT:

- Information regarding the reported presence, size, character and location of existing underground utilities and structure is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structure not shown may be encountered. The owner, his employees, his consultants and his contractors shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information.
- Underground utility research, field markings, size and character of material has been provided by UNISurvey, LLC, on December 23, 2015.

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DESCRIPTION OF PROPERTY:

All that tract or parcel of land lying and being in Land Lot 69 of the 17th District, City of Sandy Springs, Fulton County, Georgia, being Lots 1-9, 88, 90 and 91 of the T.E. Womack property according to a plat recorded in Plat Book 14, Page 14, less and except on 18.2 foot strip of land adjacent to Roswell Road as recorded in Deed Book 3555, Page 121, less and except a 5 foot strip of land adjacent to Johnson Ferry Road as recorded in Deed Book 3786, Page 186, and being more particularly described as follows:

Beginning at the intersection of the western right of way line of Roswell Road (right of way varies) and the northern right of way line of Johnson Ferry Road thence proceeding along said right of way line of Johnson Ferry Road North 75 degrees 30 minutes 36 seconds West a distance of 181.30 feet to a point; thence leaving said right of way line of Johnson Ferry Road and proceeding with the eastern property line of S.J. & P. Group, LLC, as recorded in Deed Book 3789, Page 525, North 01 degrees 17 minutes 09 seconds West a distance of 180.00 feet to a 1/2 inch rebar found on the southern property line of PSL-GY, LLC, as recorded in Deed Book 52822, Page 397, South 75 degrees 42 minutes 58 seconds East a distance of 181.71 feet to a nail set on the western right of way line of Roswell Road (right of way varies); thence proceeding along said right of way line of Roswell Road South 01 degrees 00 minutes 02 seconds East a distance of 183.72 feet to the Point of Beginning.



LOCATION MAP
not to scale

SITE ADDRESS:
6240 Roswell Road, Sandy Springs, GA 30328

SITE AREA:
0.73 acres or 31,921 square feet

ZONING: C-1

Front Yard: 40' minimum
Side Yard: 25' for dwelling adjacent to interior
40' for all buildings adjacent to street
None for all other buildings
Rear Yard: 25' for dwellings adjacent to interior

This information is reported from public information obtained from City of Sandy Springs records on January 8, 2016. It is not the intent of the surveyor to interpret or make conclusions regarding the zoning designation shown hereon.

PARKING SUMMARY:

Regular Parking Spaces: 39
Handicap Parking Spaces: 2
Total Parking Spaces: 41

NOTES:

- This survey is a retracement survey of an existing tract. This survey is not intended to create new tracts of land or change existing tracts of land. This survey is not a subdivision plat and has not been approved by the correct jurisdictional authorities.
- This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
- Unless otherwise specified, all distances as shown are horizontal ground distances in U.S. survey feet (39.37 inches = 1 meter).
- The project horizontal datum is relative to the North American Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, West zone. The vertical datum is relative to the North American Vertical Datum of 1988 (NAVD88) using the National Geodetic Survey (NGS) Geoid 2012A.

Flood Hazard Note:

By graphic plotting only, this property Does Not lie within a 100 year flood hazard zone as defined by the F.E.M.A Flood Insurance Rate Map of Fulton County, Georgia and incorporated area map number 13121C0142F, map revised September 18, 2013.

CERTIFICATION:

This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field data upon which this survey is based has a closure precision of no less than one foot in 20,000 feet, and an angular error of no more than 3" per angle point, and was adjusted using the compass rule method. Angular and linear measurements were made using a Leica TS 15 Robotic Total Station. A portion of this survey was performed using Leica GS 15 GPS receivers with network adjusted real time kinematic measurements referenced to the eGPS network. The GPS survey included redundant measurements with positional accuracy better than 0.07'.

This map or plat has been calculated for closure and is found to be accurate within one foot in 1,038,900 feet.

To SunTrust Bank and Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(c), 7(b)(1), 8, 9, 11, 13 and 20 (\$5,000,000) of Table A thereof. The field work was completed on January 17, 2016.

James P. Higgins 3-14-2016
Date
James P. Higgins
Georgia Reg. Land Surveyor No. 2802
For The Firm Travis Pruitt & Associates, Inc.

REFERENCE PLATS:

- Plat of property of T.E. Womack recorded in Plat Book 14, Pages 14 and 15.
- Survey for Womack prepared by Travis Pruitt & Associates, P.C., dated January 5, 1977. (FN: 111-0-021)
- Plat of boundary survey for PHH Investments, Zenith Investments, Inc., First Union National Bank of North Carolina and Chicago Title Insurance Company, prepared by Henstley-Schmidt, Inc., dated September 29, 1987.

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770)416-7511
Fax: (770)416-6799
www.travispruitt.com

Travis Pruitt & Associates, Inc.
LAND SURVEYORS

Certificate of Authorization Number 613

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

ALTA/NSPS LAND TITLE SURVEY

SunTrust Bank
& Chicago Title Insurance Company

AUTHORIZED BY TIM ADLER REPRESENTING SUNTRUST CORPORATE REAL ESTATE
LAND LOT 69 - 17TH DISTRICT - CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

REGISTERED
LAND SURVEYOR
JAMES P. HIGGINS

For The Firm
Travis Pruitt & Associates, Inc.

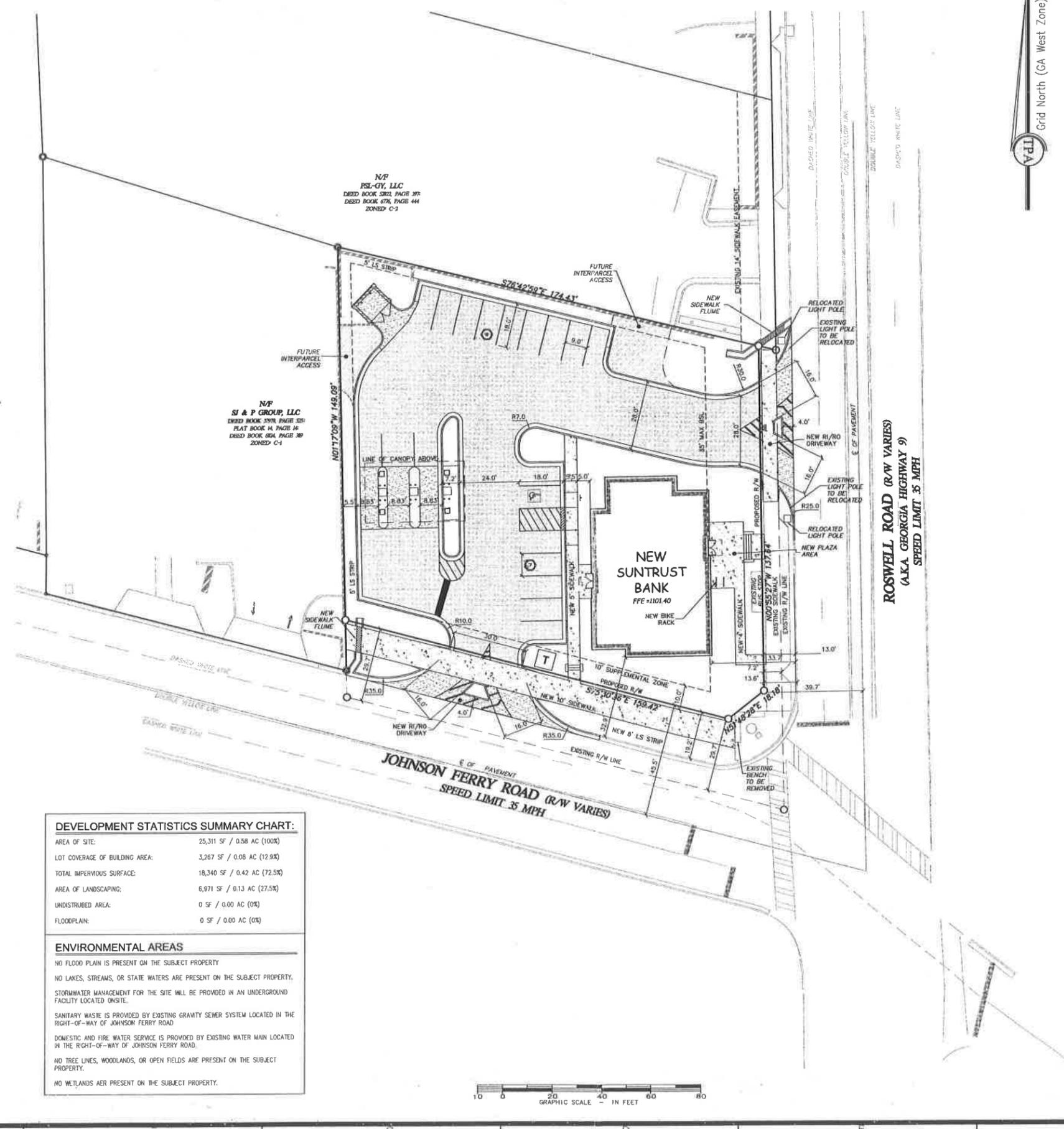
This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-47.

PLAT DATE: MARCH 14, 2016
FIELD DATE: JANUARY 17, 2016
SCALE: 1"=30'
LSV: BT
TN: 1-15-0521-600
FN: 160-066

Sheet No. 1 of 1

LEGEND

- NEW NUMBER OF PARKING SPACES
- ▭ NEW ASPHALT PAVEMENT
- ▭ NEW CONCRETE SIDEWALK
- ▭ NEW CONCRETE PAVEMENT
- ♿ NEW HANDICAP SYMBOL



Grid North (GA West Zone)



OWNER
P H H INVESTMENTS
 4030 JOHNS CREEK PKWY
 SUWANEE, GA 30024

DEVELOPER
SUNTRUST
 245 PEACHTREE CENTER AVE, 17TH FLOOR
 ATLANTA, GA 30303

24 HOUR EMERGENCY CONTACT
 MR. ANTHONY WHEALTON
 (854) 579-2574

TAX PARCEL ID: 17 0089000020410
 SITE ZONING: C-1(COMMUNITY BUSINESS DISTRICT)
 MAIN STREET OVERLAY DISTRICT

SITE AREA:
 0.58 ACRES

BUILDING SETBACK LINES:

FRONT YARD (ROSWELL ROAD):
 12 FEET MINIMUM (FROM FACE OF CURB)
 21 FEET MAXIMUM (FROM FACE OF CURB)
 35 FEET MAXIMUM IF PLAZA AREA IS BETWEEN BUILDING AND R/W (FROM FACE OF CURB)

FRONT YARD (JOHNSON FERRY ROAD):
 10 FEET SUPPLEMENTAL ZONE (FROM BACK OF SIDEWALK)

SIDE YARD:
 0 FEET

REAR YARD:
 0 FEET

BUILDING SUMMARY:
 1-STORY
 BUILDING 3,267 SQUARE FEET

PARKING SUMMARY:

	MINIMUM*	MAXIMUM**	PROVIDED
REGULAR PARKING:			15
HANDICAP PARKING:			1
TOTAL PARKING SPACES:	5	16	16

*1.5 SPACE PER 1000 SQUARE FEET OF GROSS FLOOR AREA.
 **5 SPACES PER 1000 SQUARE FEET OF GROSS FLOOR AREA.

DEVELOPMENT STATISTICS SUMMARY CHART:

AREA OF SITE:	25,311 SF / 0.58 AC (100%)
LOT COVERAGE OF BUILDING AREA:	3,267 SF / 0.08 AC (12.9%)
TOTAL IMPERVIOUS SURFACE:	18,340 SF / 0.42 AC (72.5%)
AREA OF LANDSCAPING:	6,971 SF / 0.13 AC (27.5%)
UNDISTURBED AREA:	0 SF / 0.00 AC (0%)
FLOODPLAIN:	0 SF / 0.00 AC (0%)

ENVIRONMENTAL AREAS

NO FLOOD PLAIN IS PRESENT ON THE SUBJECT PROPERTY.

NO LAKES, STREAMS, OR STATE WATERS ARE PRESENT ON THE SUBJECT PROPERTY.

STORMWATER MANAGEMENT FOR THE SITE WILL BE PROVIDED IN AN UNDERGROUND FACILITY LOCATED ONSITE.

SANITARY WASTE IS PROVIDED BY EXISTING GRAVITY SEWER SYSTEM LOCATED IN THE RIGHT-OF-WAY OF JOHNSON FERRY ROAD.

DOMESTIC AND FIRE WATER SERVICE IS PROVIDED BY EXISTING WATER MAIN LOCATED IN THE RIGHT-OF-WAY OF JOHNSON FERRY ROAD.

NO TREE LINES, WOODLANDS, OR OPEN FIELDS ARE PRESENT ON THE SUBJECT PROPERTY.

NO WETLANDS AER PRESENT ON THE SUBJECT PROPERTY.



REVISIONS

NO.	DATE	DESCRIPTION	BY
6			
5			
4			
3	8/22/16	ARISE INTERPARCEL ACCESS	AJC
2	6/20/16	VARIANCE SUBMITTAL	DJB
1			
0			

4317 Park Drive, Suite 400
 Norcross, Georgia 30093
 Phone: (770)416-7511
 Fax: (770)416-6759
 www.travisprutt.com
 Contact Person: David Blumenhal



SITE PLAN
JOHNSON FERRY ROAD
SUNTRUST
 LAND LOT 89 ~ DISTRICT 17 ~ CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA



DATE: 05/06/2016
 SCALE: 1"=20'
 GN: 160244ME-9
 LBV: SITE
 JN: 1-15-0344
 FN: 106-D-003



LEGEND

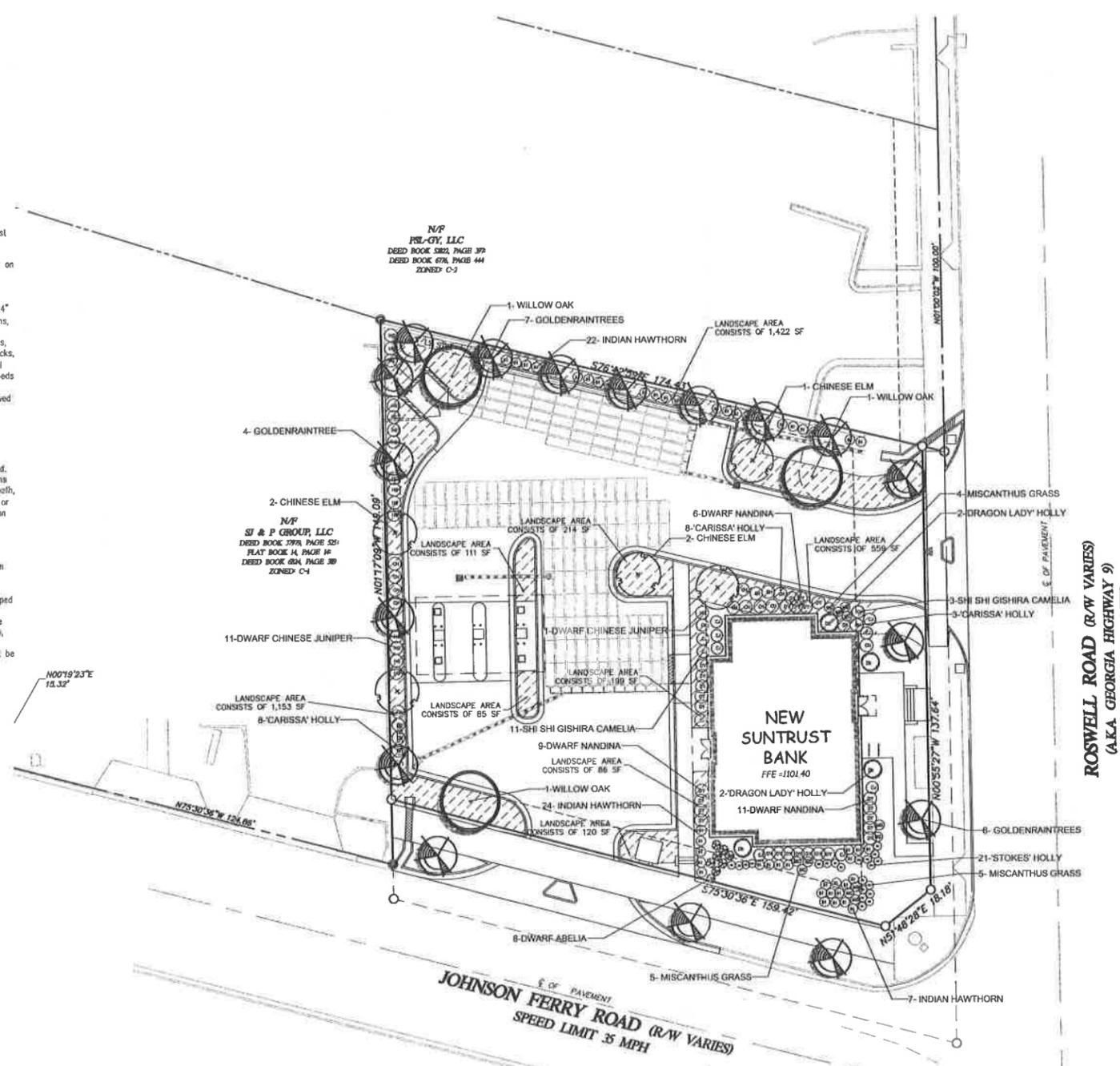
- NEW NUMBER OF PARKING SPACES
- ▭ NEW ASPHALT PAVEMENT
- ▭ NEW CONCRETE SIDEWALK
- ▭ NEW CONCRETE PAVEMENT
- ♿ NEW HANDICAP SYMBOL

PLANTING NOTES

- Size and grading standards of plant material shall conform to the latest edition of *American Standard for Nursery Stock* by the American Association of Nurserymen.
- The landscape contractor must contact the engineer if they encounter on site, existing conditions significantly different from the plan.
- See Construction Detail sheets for planting details.
- For new planting areas, contractor shall remove all pavement, gravel sub-base and construction debris. Remove compacted soil, and add 24" of topsoil; or amend the top 24" of existing soil to meet specifications, unless noted otherwise.
- The planting soil for shrubs will consist of 33% ground pine bark humus, well-mixed with 67% of improved soil; which is, excavated soil with rocks, clumps, and debris greater than 2" in diameter removed. No additional soil amendments are required for trees. Groundcover and perennial beds shall be prepared and amended according to specifications.
- All strapping and top 12" of wire baskets shall be cut away and removed by the contractor from the root ball prior to backfill of planting hole. Contractor shall remove top 1/3 of burlap from the root ball.
- Contractor shall mulch all shrub beds and under trees with 3" (settled depth) of clean pine straw, unless noted otherwise.
- Minimum (9) sq. ft. planting area provided for each tree.
- All disturbed areas to be sodded with (bermuda) unless otherwise noted. All areas designated for sod must be fine graded. Level any undulations or irregularities, while maintaining positive drainage. Handrake and smooth, removing all rocks larger than 1" from the surface. Use metal screen or wooden drag on larger surfaces. Contact the landscape architect for an inspection of the fine graded surface, prior to any sod installation.
- All slopes exceeding 3:1 will be planted with groundcovers or shrubs.

IRRIGATION NOTES

- The contractor is to provide an irrigation system. submit a plan for an automatically controlled irrigation system to the owner or the owner's representative for review and approval prior to installation. The system shall be designed to provide full and complete coverage to all landscaped areas of the site indicated on the landscape plan.
- All materials used in the design, including sprinkler heads, valves, valve boxes, controllers, pumps, backflow preventors, rain and freeze sensors, drip equipment, wire, electrical connections, and PVC pipe and fittings, shall meet minimum industry standards. manufacturer and model must be specified.



OWNER
P H H INVESTMENTS
4030 JOHNS CREEK PKWY
SUWANEE, GA 30024

DEVELOPER
SUNTRUST
245 PEACHTREE CENTER AVE, 17TH FLOOR
ATLANTA, GA 30303

24 HOUR EMERGENCY CONTACT
MR. ANTHONY WHEATON
(954) 579-2574

TREES						
SYM	Count	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
PO	3	<i>Quercus phellos 'Highliner'</i>	WILLOW OAK	3" cal	bbb	4'
GR	11	<i>Kodakia panchala</i>	GOLDENRAINTREE	3" cal	bbb	4'
CE	5	<i>Ulmus Parvifolia 'Aem'</i>	CHINESE ELM	3" cal	bbb	4'
SHRUBS						
SYM	Count	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING
DL	4	<i>Rosa edulis 'Meachin'</i>	DRAGON LADY HOLLY	7 gal	con	4'
IR	8	<i>Abelia grandifolia 'Lilac Hybrid'</i>	DWARF ABELIA	3 gal	con	4'
HH	49	<i>Rapidoletis 'Georgia Charm'</i>	INDIAN HAWTHORN	3 gal	con	3'oc
HC	11	<i>Juniperus chinensis 'Horizontal'</i>	CHINESE JUNIPER	3 gal	con	4'oc
FN	21	<i>Nandina domestica 'Fire power'</i>	FIRE POWER DWARF NANDINA	3 gal	con	2.5'oc
CU	11	<i>Camelia japonica 'Shihai Oshichi'</i>	SHI GISHIRA CAMELIA	3 gal	con	3'oc
CH	18	<i>Carissa indica 'Coralia'</i>	CARISSA HOLLY	3 gal	con	4' O.C.
MG	12	<i>Miscanthus sinensis 'Morning Light'</i>	MORNING GRASS	3 gal	con	3'oc
DY	20	<i>Rosa carolina 'Stokes'</i>	DWARF HOLLY	3 gal	con	3'oc

SITE CALCULATIONS

CANOPY COVERAGE
 TOTAL SITE AREA = 0.53 ACRES (23087 SF)
 REQUIRED COVERAGE = 40% X 23087 = 9235 SF
 PROVIDED CANOPY COVERAGE = 10682

PARKING LOT TREES
 REQUIRED PARKING LOT TREES = 1 TREE / 6 SPACES X 16 SPACES = 3 TREES
 PROVIDED PARKING LOT TREES = 3

NEW PAVED AREA = 13,193 SF
 REQUIRED LANDSCAPED AREA = 1,319 SF
 LANDSCAPE AREA PROVIDED WITHIN 10' OF PAVED AREA = 3,459

LANDSCAPE STRIP TREES
 LENGTH OF S-LANDSCAPE STRIP = 310
 TREES REQUIRED = 1 TREE/ 25 LF X 310 = 13 TREES
 TREES PROVIDED IN LANDSCAPE STRIP = 13

LANDSCAPE STRIP COVERAGE
 AREA OF LANDSCAPE STRIP = 1629 SF
 REQUIRED COVERAGE = 60% X 1629 = 978 SF
 COVERAGE PROVIDED
 SMALL TREE = 10 X 25 = 250
 MEDIUM TREE = 2 X 150 = 300
 MEDIUM SHRUB = 41 X 16 = 656
 TOTAL LANDSCAPE STRIP COVERAGE PROVIDED = 1206 SF

Grid North (CA West Zone)
TDA

ROSWELL ROAD (R/W VARIES)
(AKA GEORGIA HIGHWAY 9)
SPEED LIMIT 35 MPH

JOHNSON FERRY ROAD (R/W VARIES)
SPEED LIMIT 35 MPH



NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travisprutt.com
Contact Person: David Blumenthal



LANDSCAPE PLAN
JOHNSON FERRY ROAD
SUNTRUST
 LAND LOT B9 ~ DISTRICT 17 ~ CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA



For The Firm:
Travis Prutt & Associates, Inc.
DATE: 05/06/2016
SCALE: 1"=20'
ENR: 150344.dwg-2
LBY: LAND
JMS: 1-15-0344
FN: 100-D-003
Sheet No. C1.1

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