



Johns Creek

www.JohnsCreekGA.gov
678-512-3200 ~ (fax) 678-512-3303
10700 Abbotts Bridge Road, Suite 190, Johns Creek, GA 30097



LAND USE PETITION CHECKLIST & APPLICATION FORM REZONING, USE PERMIT & CONCURRENT VARIANCE

INSTRUCTIONS

A properly completed application and fees are due at the time of submittal. The submittal deadline is the first Tuesday of each month. **An incomplete application will not be accepted.** Original signatures are required for the Application. **Note: Applicants are highly encouraged to meet with nearby property owners prior to filing an application.**

APPLICATION MATERIALS

| REQUIRED ITEMS | NUMBER OF COPIES | CHECK <input checked="" type="checkbox"/> |
|---|---|---|
| Provide one (1) a digital copy of <u>all</u> submitted materials. | <ul style="list-style-type: none"> One (1) CD or Flash Drive in .JPEG, .TIFF, .PDF or .DOC format | <input checked="" type="checkbox"/> |
| Pre-Application Meeting Form | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| Site Plan with Legal Description (See Page 16 for Requirements) | <ul style="list-style-type: none"> Twelve (12) Full-Size Site Plan Copies (folded) One (1) 8 1/2" x 11" Site Plan One (1) 8 1/2" x 11" Legal Description | <input checked="" type="checkbox"/> |
| Colored Building Elevations and Site (Attached Residential & Non-Residential) in context with elevations of existing surrounding/neighborhood structures. | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| Letter of Intent | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| Zoning Impact Analysis Form and/or SUP Form | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| Environmental Site Analysis Form | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| Disclosure Form | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| Public Participation Plan | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| Applicant Acknowledgement Form | To be Completed at Time of Submittal | <input type="checkbox"/> A |
| Peak-hour Trip Generation Count | <ul style="list-style-type: none"> One (1) Copy | <input checked="" type="checkbox"/> |
| THE FOLLOWING ITEMS MAY BE REQUIRED | | |
| Traffic Impact Study | <ul style="list-style-type: none"> Three (3) Copies | <input type="checkbox"/> |
| Metropolitan River Protection | <ul style="list-style-type: none"> Three (3) Copies | <input type="checkbox"/> |
| Development of Regional Impact Review Form | <ul style="list-style-type: none"> Three (3) Copies | <input type="checkbox"/> |
| Environmental Impact Report | <ul style="list-style-type: none"> Three (3) Copies | <input type="checkbox"/> |
| Noise Study Report | <ul style="list-style-type: none"> Three (3) Copies | <input type="checkbox"/> |

RECEIVED

OCT 25 2018

City of Johns Creek
Community Development

RZ-19-004

VC-19-004-01, VC-19-004-02 & VC-19-004-03



Johns Creek

PRE-APPLICATION FORM

REZONING, USE PERMIT(S) AND CONCURRENT VARIANCE(S)

Purpose & Process

A Pre-Application Meeting provides you the opportunity to present a conceptual plan and letter of intent to a representative of the Community Development Department. This meeting benefits you, the applicant, by receiving general comments on the feasibility of the plan, the process(es)/procedure(s) and fees required to process and review the application(s). Please contact Marie Janvier at 678-512-3279 to schedule an appointment. This form will be completed during the pre-application meeting. After completing the pre-application meeting, the applicant may file the Land Use Petition.

Applicant: SUDHA CHALLA

Site Address: 3565 Old Alabama Rd, Johnscreek GA 30022 Parcel Size: 0.99 acre

Proposal Description: The proposal is to develop the medical office in the residential ~~AG-I~~ area after zoning change to O/I.

Existing Zoning Designation and Case Number: AG-I

Proposed Zoning Designation: O/I

Comprehensive Land Use Map Designation: _____

Planner: [Signature] Date: 10/4/18

REZONING/SUP/CHANGE IN CONDITIONS APPLICATION

| APPLICANT INFORMATION | OWNER INFORMATION |
|--|------------------------------------|
| NAME: <u>SUDHA CHALLA, MD</u> | NAME: <u>Betty H. Cowart</u> |
| ADDRESS: <u>6030 Carlisle LN</u> | ADDRESS: <u>PO BOX 7415</u> |
| CITY: <u>Alpharetta</u> | CITY: <u>Gainesville</u> |
| STATE: <u>GA</u> ZIP: <u>30022</u> | STATE: <u>GA</u> ZIP: <u>30502</u> |
| PHONE: <u>678-545-5080</u> | PHONE: _____ |
| CONTACT PERSON: <u>Sudha Chella</u> PHONE: <u>678-545-5080</u> | |
| CONTACT'S E-MAIL: <u>panichella@gmail.com</u> | |

| APPLICANT IS THE: | |
|---|---|
| <input type="checkbox"/> OWNER'S AGENT | <input type="checkbox"/> PROPERTY OWNER |
| <input checked="" type="checkbox"/> CONTRACT PURCHASER | |
| PRESENT ZONING DISTRICTS(S): <u>A6</u> REQUESTED ZONING DISTRICT: <u>O/I</u> | |
| DISTRICT/SECTION: <u>1/1</u> LAND LOT(S): <u># 14</u> ACREAGE: <u>0.99</u> | |
| ADDRESS OF PROPERTY: <u>3565 Old Alabama Rd</u> | |
| PROPOSED DEVELOPMENT: <u>Medical office</u> | |
| CONCURRENT VARIANCES: <u>Work in improvement setback, No landscape islands.</u> | |
| <small>VC-19-004-01, VC-19-004-02 & VC-19-004-03</small> | |

| RESIDENTIAL DEVELOPMENT | NON-RESIDENTIAL DEVELOPMENT |
|-------------------------------------|------------------------------------|
| No. of Lots/Dwelling Units: _____ | No. of Buildings/Lots: <u>1</u> |
| Dwelling Unit Size (Sq. Ft.): _____ | Total Building Sq. Ft. <u>4400</u> |
| Density: _____ | Density: _____ |



REZONING LETTER OF INTENT

24 OCTOBER 2018

City of Johns Creek
Mayor and Council
Department of Community Development and Rezoning
Attn: Sharon Ebert, Community Development Deputy Director
10700 Abbotts Bridge Road, Suite 190
Johns Creek, Georgia 30097



RE: Letter of Intent- Rezoning Application by Dr. Sudha Challa, MD (the “Applicant”) for the property located at 3565 Old Alabama Road, Johns Creek, Georgia (the “Property”)

Dear Ms. Ebert,

I, Dr. Sudha Challa, MD, am currently under contract to purchase the subject property from the current owner, Betty H. Cowart, and am submitting this application myself. The subject property is currently zoned, AG-I, and is 0.99 Acres. It is located at 3565 Old Alabama Road. The proposal is to re-zone the property to O&I with concurrent variances, to allow for the construction of a new neighborhood medical office of approximately 4400 SF, for opening a second office location onto the site. The proposed medical office would allow for six rooms, with consultation space, a business office, a waiting area, staff areas, and parking for eighteen vehicles to accommodate one patient and one staff per chair.

The site is very similar to the zoning of Dr. Peter Boulden’s dental spa across the street as well as the KinderCare facility next door that shares the same O&I zoning. Substantial landscape buffers are required and provided between the proposed medical office site and the adjoining creek behind the property.

The surrounding uses are as follows:

North: Old Alabama Road

East: Zoned AG-I/ Mary Higgins Neel Residence

South: Creek / Preston oaks subdivision back side

West: Preston oaks Subdivision- Zoned R4

PROPOSAL

My proposal for O&I, as it relates to these surrounding uses, is the most viable option for the property. There is an existing mix of similar type zoning and construction in this immediate vicinity, including a day care –Kinder care, Brookhaven pediatric dentist, orthodontist, optometrist, as well as the adult dental practice of Dr. Boulden across the street recently got O/I approved, which will work well with my Primary Care practice. My current practice is located on Buford Highway, in Chamblee, Georgia. I feel that part of my job as a doctor is to give back to my community and I would like to do that by providing primary care for the city of John’s Creek. I reside in this community and my kids attend Barnwell Elementary school, which is in proximity to my proposed second office. The proposed site design incorporates all required zoning buffers except the above 2 mentioned variances, and the proposed warm construction style of brick, stone, wood and glass will blend communally with the surrounding businesses

and residential mix. This proposed office would provide a valuable service to the local community as well as increase incoming revenue for the city.

CONCURRENT VARIANCE REQUESTS

1. A variance request is hereby submitted per section 22.4(2), to allow construction and improvements within the required '10' improvement setback per section 4.23.1 (D) of the City of John Creek Zoning Ordinance. The request will be to allow encroachment within the 10' improvement setback along the South side of the site to provide proper retaining wall, and grading for the site and lessen the amount of the impact to the adjacent buffer areas.
2. Variance to landscape ordinance to allow eight (8) contiguous parking spaces without an intermediate landscape island as shown on site Plan.
3. Flat roof with pitch elevation in front

HARDSHIPS AND JUSTIFICATION

The current site, being only 0.99 acres, would not economically or feasibly support the required building square footage and parking spaces for Dr.Challa to open a second location into the City of Johns Creek without approval of the rezoning and concurrent variance applications herein. The property is currently zoned and planned to be a residential lot. However, it is very unlikely that a homeowner would pay what the property is worth, build a home commensurate with that land value, and yet have that home fronting on a busy corridor like Old Alabama Road, next door to KinderCare, and across from other commercial and medical office buildings. The highest and best use of the property is for an O&I development such as my proposed primary care office. This proposal includes a high quality and warm construction styles that will serve as a complement to the community.

I propose to maintain all zoning buffers except the above variances, provide the required landscaping in approved areas, and comply with all other zoning ordinance requirements. However, this development is simply not feasible without the City's consideration of the rezoning and variance requests made herein.

CONCLUSION

I, the Applicant and the Owner, Ms.Cowart, respectfully request that the City of Johns Creek Mayor and Council, Planning Commission and Planning Staff approve and support the Applicant's rezoning request to allow for the AG-I property to be changed to O&I. I also request that that the City of Johns Creek Mayor and Council, Planning Commission and Planning Staff approve the associated concurrent variance requests in order to allow for the only economically viable use of the Subject Property. The Applicant, the owner, the representatives, and I welcome the opportunity to meet with all interested parties on this matter.

Respectfully,

Dr. Sudha Challa, MD

678-545-5080

6030 Carlisle Lane

Johns Creek GA 30022

ZONING IMPACT ANALYSIS FORM

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions:

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

YES

2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

NO

3. Does the property to be rezoned have a reasonable economic use as currently zoned?

Fronting on Old Alabama Road, across from other O&I property, this property is not most economically suitable AS AG-I OR RESIDENTIAL

4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

NO

5. Is the zoning proposal in conformity with the policies and intent of the land use plan?

in general yes, but master plan shows residential intent for this property; which is not a likely suitable use

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal?

with O&I across the street and ^{the} high traffic of Old Alabama Road at this location, a neighborhood primary care office is the best use

7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of the City of Johns Creek?

NO



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City of Johns Creek
Community Development

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VC-19-004-01, VC-19-004-02 & VC-19-004-03

ENVIRONMENTAL SITE ANALYSIS (ESA) FORM

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3:

1. CONFORMANCE WITH THE COMPREHENSIVE PLAN. Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties. Include a site plan that depicts the proposed project.

The subject property is currently zoned CUP, and is 0.99 Acres, located at 3565 Old Alabama Road. The proposal is to re-zone the property to O&I with concurrent variances, to allow for the construction of a new neighborhood dental office of approximately 4400 SF, to open a medical practice onto the site. The proposed medical office would allow for 6 exam rooms with consultation, business office, waiting, and staff areas, and parking for 18 vehicles to accommodate one patient and one staff per chair. See attached proposed site plan.

The site is very similar to the zoning of the pediatric dental office across the street, and adjoins the Kinder Care facility next door that shares the same O&I zoning. Substantial landscape buffers are required and provided between the proposed dental site and the adjoining CUP parcels behind and adjacent on the other sides of the property.

The surrounding uses are as follows:

North: Old Alabama Road

East: Zoned AG-1 / Mary Higgins Neel Residence

South: Creek / Preston oaks subdivision back side

West: Preston oaks Subdivision- Zoned R4

The Comprehensive Land Use Plan proposes that the site be a Residential lot, however it is very unlikely that a homeowner would pay what the property is worth, and build a home commensurate with that land value, and yet have that home fronting on a busy corridor like Old Alabama Road, next door to Kinder Care, and across from other commercial and medical office buildings. The highest and best use of the property is for an O&I development like I propose, and the high quality and warm construction style proposed, will be a complement to the community.

2. ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT. For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site.

Information on environmental site features may be obtained from the

Wildlife Service, National Wetlands Inventory
(<http://wetlands.fws.gov/downloads.htm>)

- Georgia Geologic Survey (404-656-3214)
- Field observation and subsequent wetlands delineation/survey if applicable

There are no wetlands on the subject property.

b. Floodplain

- Federal Emergency Management Agency (<http://www.fema.org>)
- Field observation and verification

There is no floodplain on the subject property.

c. Streams/stream buffers

- Field observation and verification

There are no streams or stream buffers on the subject property.

d. Slopes exceeding 25 percent over a 10-foot rise in elevation

- United States Geologic Survey Topographic Quadrangle Map
- Field observation and verification

There are no slopes exceeding 25 percent on the subject property.

e. Vegetation

- United States Department of Agriculture, Nature Resource Conservation Service
- Field observation

Approximately half of the site will remain as it is naturally vegetated currently, and all required re-vegetation measures in approved landscape areas will be met.

f. Wildlife Species (including fish)

- United States Fish and Wildlife Service
- Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
- Field observation

There are no fish or fish habitats on the subject property, and much of the habitat for existing small woodland creatures will remain existing as-is in the buffer areas.

g. Archeological/Historical Sites

- Historic Resources Survey
- Georgia Department of Natural Resources, Historic Preservation Division
- Field observation and verification

There are archeological, historical, or natural preservation requirements on the subject property.

3. PROJECT IMPLEMENTATION MEASURES. Describe how the project implements each of the measures listed below as applicable. Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.

N/A

b. Protection of water quality

All water quality measures required per code will be implemented in conjunction with the proposed underground storm water detention system, prior to allowing any storm water to leave the subject property after construction is complete.

c. Minimization of negative impacts on existing infrastructure

The proposal is a relatively small professional building, and will implement minimal impact on existing roads and utilities.

d. Minimization on archeological/historically significant areas

N/A

e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.

N/A

f. Creation and preservation of green space and open space

Nearly more than half of the 0.99 acre site will remain green space in the form of buffers and landscape areas.

g. Protection of citizens from the negative impacts of noise and lighting

A medical office is relatively noise free, and maintains daytime business hours. Night noise will be non-existent, and night lighting will be minimal, non-invasive, and only such as required to maintain safety and security. Lighting will be in compliance with code and will not negatively impact the neighboring properties.

h. Protection of parks and recreational green space

N/A

i. Minimization of impacts to wildlife habitats

See item F in Section 2 above.

DISCLOSURE REPORT FORM

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

CIRCLE ONE: YES (if YES, complete points 1 through 4); **NO** (if NO, complete only point 4)

1. **CIRCLE ONE:** **Party to Petition** (If party to petition, complete sections 2, 3 and 4 below)
In Opposition to Petition (If in opposition, proceed to sections 3 and 4 below)

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

| | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |



3. CAMPAIGN CONTRIBUTIONS:

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

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

Name (print) SLUDHA CHALLA, MD
 Signature: *[Handwritten Signature]* Date: 10/08/2018

PUBLIC PARTICIPATION PLAN

1. The City of Johns Creek will notify all property owners within a quarter mile of the site. What other groups do you intend to contact?
All existing patients and potential patients
as available (church groups, community centers,


2. How do plan to contact any interested parties, either before making application or after the city neighborhood meeting, regarding the rezoning/use permit application?
via email & social media contacts as well as word of
mouth to existing patients and potential patients who
follow Dr. Chella.

3. In addition to the City of Johns Creek neighborhood meeting, do you plan to provide any other opportunities for discussion with interested parties before the PC and M&CC hearings?
Not at this time.

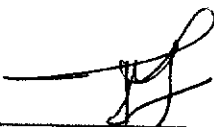

4. What is your schedule for completing the Public Participation Plan?
we will notify patients and social media followers
after application.

APPLICANT'S CERTIFICATION

THE UNDERSIGNED BELOW STATES UNDER OATH THAT THEY ARE AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL.

 10/13/18
Signature of Applicant Date

SUDHA CHALLA, MD
Type or Print Name and Title

 10/13/2018 
Signature of Notary Public Date Notary Seal

PROPERTY OWNER'S CERTIFICATION

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Fulton County, Georgia, of the property identified below, which is the subject of the attached Land Use Petition before the City of Johns Creek, Georgia. As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Rezoning, Use Permit, & Concurrent Variance in request of the items indicated below.

I, Betty H. Cowart, authorize, Dr. Sudhica
(Property Owner) (Applicant)

to file for _____, at 3565 Old Alabama Rd.
(RZ, SUP, CV) (Address)

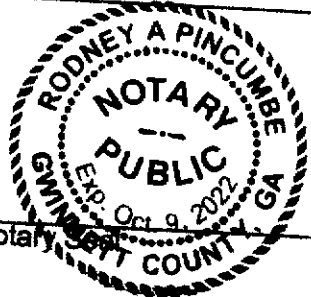
on this date October, 24, 2018 Johns Creek,
(Month) (Day) GA 30022

- I understand that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the City Council.
- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the Johns Creek Zoning Ordinance) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning or signage request. I agree to arrange sign permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.

Betty H. Cowart 10/24/2018
Signature of Property Owner Date

Betty H. Cowart
Type or Print Name and Title

[Signature] 10-24-18
Signature of Notary Public Date Notary Seal



LEGAL DESCRIPTION 3565 Old Alabama Road

The subject property is located within Land Lot 14 of the 1st District, 1st Section of Fulton County, City of Johns Creek, Georgia and consists of 0.99 acres. The property is described as follows:

Beginning at the angle iron found along the southern right of way of Old Alabama Road, near its intersection with Carrington Lane, continue along the southern right of way South 82 degrees 48 minutes 34 seconds West, a distance of 307.83 feet to a point denoted by a ½" rebar, which is the Point of Beginning (POB) for the property, thence continue South 0 degrees, 27 minutes, 33 seconds West, a distance of 198.26 feet to a ½" rebar found, thence North 89 degrees, 19 minutes, 35 seconds West a distance of 174.41 feet to a point, thence North 52 degrees, 26 minutes, 39 seconds West a distance of 100.66 feet to a ½" rebar found, thence North 10 degrees, 03 minutes, 08 seconds West a distance of 90.22 feet to a point on the right of way of Old Alabama Road denoted by a ½" rebar found, thence continue along said right of way North 79 degrees, 59 minutes, 32 seconds East a distance of 194.72 feet to the Point of Beginning (POB).



LAND PURCHASE AND SALE AGREEMENT

Offer Date: 07/25/2018



2018 Printing

A. KEY TERMS AND CONDITIONS

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

a. Property Identification: Address: 3565 Old Alabama Road

City Johns Creek, County _____, Georgia, Zip Code 30022

MLS Number: _____ Tax Parcel I.D. Number: _____

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

(1) attached as an exhibit hereto;

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

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

2. Acreage. A Controlling Survey of the Property will be obtained by Buyer **OR** Seller and paid for by Buyer **OR** Seller.

3. Purchase Price of Property to be Paid by Buyer.

\$275,000.00 **OR**
\$229,166.67 per acre. If price is per acre, Seller's estimate of acreage is 1.20 acres.

4. Closing Costs.

Seller's Contribution at Closing:
\$0.00

5. Closing and Possession.

Closing Date shall be 30 Days after end of Due Diligence with possession of the Property transferred to Buyer at

Closing **OR** _____ days after Closing at _____ o'clock AM PM (attach F140 Temporary Occupancy Agreement).

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F84(A) must be attached as an exhibit hereto, and F84(B) must be signed by Closing Attorney.)

Keller Williams Realty Metro Atlanta

7. Closing Attorney/Law Firm.

TBD

8. Earnest Money. Earnest Money shall be paid by check cash or wire transfer of immediately available funds as follows:

a. \$ _____ as of the Offer Date.

b. \$10,000.00 within 3 days from the Binding Agreement Date.

c. _____

9. Inspection and Due Diligence.

a. Due Diligence Period: Property is being sold subject to a Due Diligence Period of 60 days from the Binding Agreement Date.

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

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

(2) shall pay Seller additional option money of \$ _____ by check or wire transfer of immediately available

funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money

paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at closing and

shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

10. Property is currently zoned Residential under the applicable zoning ordinances of Johns Creek/Fulton City/County

11. Assignment. Buyer shall shall **OR** shall not have the right to assign this Agreement; **OR** shall have the right to Assign this Agreement only to a legal entity in which Buyer owns at least a 25% interest.

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

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F34, Land Purchase and Sale Agreement, Page 1 of 9, 05/01/18

- c. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.
- d. **Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
- e. **Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.
- f. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- g. **Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- h. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- i. **Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).
11. **Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.
12. **Brokerage Relationships in this Transaction.**
- a. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
- (1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
- (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
- i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- (3) **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

4. Other Provisions.

- a. **Entire Agreement and Modification:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller.
 - b. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
 - c. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
 - d. **Time of Essence:** Time is of the essence of this Agreement.
 - e. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
 - f. **Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
 - g. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
 - h. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
 - i. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
 - j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
 - k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party.
 - l. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
5. **Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.
6. **Beware of Cyber Fraud.** Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

Buyer Acceptance and Contact Information

Sudha Challa

DocuSign verified
07/25/18 5:21 PM EDT
YVTV-BBJK-UJTK-POXO

1 Buyer's Signature

A & A Med Investments, LLC

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work

ranichalla@gmail.com

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work

Buyer's E-mail Address

Additional Signature Page (F149) is is not attached.

Selling Broker/Affiliated Licensee Contact Information

Keller Williams Realty Metro Atlanta

Selling Brokerage Firm

Martin Clark

DocuSign verified
07/25/18 12:48 PM EDT
YVTV-BBJK-UJTK-POXO

Broker/Affiliated Licensee Signature

Date

Martin Clark

342941

Print or Type Name

GA Real Estate License #

770-331-6559

Licensee's Phone Number

Fax Number

martinclark@kw.com

Licensee's E-mail Address

REALTOR® Membership

Atlanta Commercial Board of Realtors

Broker's Address

315 W.Ponce de Leon Avenue, Suite 100, Decatur GA 30030

Broker's Phone Number

Fax Number

MLS Office Code

H-45496

Brokerage Firm License Number

Seller Acceptance and Contact Information

Betty Cowart

1 Seller's Signature

Mrs. Betty Cowart

07/27/2018

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: Cell Home Work

Seller's E-mail Address

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: Cell Home Work

Seller's E-mail Address

Additional Signature Page (F149) is is not attached.

Listing Broker/Affiliated Licensee Contact Information

Real Estate International, Inc.

Listing Broker Firm

DAGMAR SANDS

07/26/2018

Broker/Affiliated Licensee Signature

Date

Dagmar Sands

105619

Print or Type Name

GA Real Estate License #

770-476-1335

Licensee's Phone Number

770-476-2449

Fax Number

dagmar@WorldClassRealEstateBroker.com

Licensee's Email Address

REALTOR® Membership

5805 G State Bridge Rd. Suite 315

Broker's Address

Johns Creek, GA 3022

770-476-1335

Broker's Phone Number

Fax Number

REIN01

H-013146

MLS Office Code

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 07/28/2018 and has been filled in by Martin Clark

9. Inspection and Due Diligence.

- a. Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
- (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- f. Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").
- (1) **Tax and Title:**
 - i. Most recent Property tax assessments and tax bills.
 - ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
 - iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
 - iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
 - v. A schedule of impact fees paid or owed on the Property, if any.
 - (2) **Environmental and Assessments:**
 - i. All soil reports covering the Property or any portion thereof.
 - ii. All cruise reports of existing timber on the Property.
 - iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.
 - (3) **Leases:**

An executed copy of every lease of or affecting the Property or any portion thereof.
 - (4) **Miscellaneous:**
 - i. A schedule of management fees due in connection with any agreements pertaining to the Property.
 - ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property.
- 10. Sellers Warranties and Representations.** Except to the extent provided in Exhibit N/A to this Agreement, Seller warrants as follows:
- a. Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.
- b. Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.