



OFFICE OF ZONING AND DEVELOPMENT

55 Trinity Avenue S.W., Suite 3350
Atlanta, Georgia 30303
(404) 330-6145

APPLICATION #: **V-18-260**

DATE ACCEPTED **08/21/2018**

NOTICE TO APPLICANT

Address of Property:

1919 Piedmont RD NE

City Council District: **6** Neighborhood Planning Unit (NPU): **F**

Board of Zoning Adjustment (BZA) Hearing Date:

Thursday, October 11, 2018 at 12:00 p.m.

Council Chambers, 2nd Floor, City Hall
55 Trinity Avenue, S.W.

The contact person for NPU F is:

Charles Nalbone
404-376-3230
zoning@npufatlanta.org

Contact info for adjacent NPUs is provided below if necessary:

Additional Contacts:

Please contact the person(s) listed above within five days to find out which meetings you will be required to attend before the next NPU meeting. If you are unable to reach the contact person, please call the city's NPU Coordinator at 404-330-6145.

Signed,

JF, for Director, Office of Zoning and
Development

LEM WARD

Office of Planning

AUG 21 2018

55 Trinity Ave. S.W.
Ste. 3350
Atlanta, GA

APPLICATION FOR BOARD OF ZONING ADJUSTMENT

Please mark "X" next to the type of application(s) you are submitting:

AUG 21 2018

Variance	
Special Exception	x
Variance & Special Exception	

55 Trinity Ave. S.W.
Ste. 3350
Atlanta, GA

Date Filed _____

Application Number V-18-260

Name of Applicant Lem Ward Daytime Phone 404-527-4077

Company Name (if applicable) Dentons US LLP email lem.ward@dentons.com

Address 303 Peachtree St. NE Suite 5300 Atlanta GA 30308
street city state zip code

Name of Property Owner 1919 Piedmont LLC Phone 404-659-1140

Address 2950 Hardman Court NE Atlanta GA 30305
street city state zip code

Description of Property

Address of Property 1919 Piedmont Road NE Atlanta GA 30324
street city state zip code

Area: 1.2617 ac Land Lot: 50 District: 6, Fulton County, GA.

Property is zoned: MRC-2-C, Council District: 6, Neighborhood Planning Unit (NPU): F

TO THE BOARD OF ZONING ADJUSTMENT: Applicant, having received a preliminary plan review from the Office of Zoning and Development prior to seeking a building permit or certificate of occupancy, hereby requests that the Board of Zoning Adjustment grant a Variance or Special Exception.

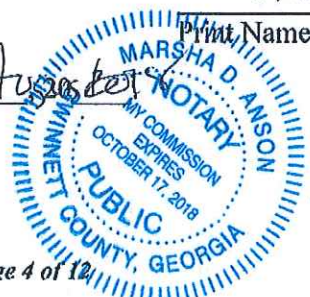
I hereby authorize the staff of the Office of Zoning and Development to inspect the premises of the above-described property. I understand that it is my responsibility to post a public notice sign on the property according to the instructions given to me by the Office of Zoning and Development upon filing this application. I swear that all statements herein and attached hereto are true and correct to the best of my knowledge and belief.

James B. Cunningham
Owner or Agent for Owner (Applicant)

JAMES B. CUNNINGHAM
Print Name of Owner

Sworn To And Subscribed Before Me This 20th Day Of August

Masha D. Anson
NOTARY PUBLIC



SUMMARY & JUSTIFICATION FOR SPECIAL EXCEPTIONS

Office of Planning

Directions: Complete responses must be provided. Incomplete applications will not be accepted. The space below may only be utilized for the summary of proposal or responses may be submitted as a separate attachment. Specific criteria for Board approval of special exceptions may be found on page 9. **The justification must address these criteria. Please submit a separate justification for responses to the applicable special exception criteria.**

55 Trinity Ave. S.W.
Ste. 3350
Atlanta, GA

State whether the property described in this application is subject to a pending application or ordinance for a Rezoning or Special Use Permit. ___ YES ___ X NO. (If yes, the variance/special exception request will be rescheduled to a hearing following the final approval by City Council & the Mayor.)

Is the proposal subject to Inclusionary Zoning? ___ YES ___ X NO

Summary of proposed special exception request (shall not replace submittal of written criteria). (Examples: "Installation of a swimming pool adjacent to the public right of way ("active recreation"), "Install a 6-foot high opaque wooden wall ('privacy fence' with 6-foot high opaque wall gates.").

Parking & Loading: List the maximum number of employees who will park on the site at any given time: _____ AND list the maximum estimated number of customers, clients, visitors, or similar persons who will require automobile parking in connection with the facility on the site at any given time: _____. **If you propose to provide off-site parking, see the attached Standards for off-site Parking Agreements (page 10)** See attachment.

Walls and Fences: Any request for walls or fences should include a site plan and elevations showing the full extent of the wall or fence and a drawing showing a typical portion of the wall or fence including gates of ornamental fences. N/a

Active Recreation: N/a

Non-Conforming Uses & Structures (i.e. duplex): N/a

All other Special Exception Requests: N/a

AUTHORIZATION BY PROPERTY OWNER

(Required only if the person filing the application is not the owner of the property subject to the proposed application.)

1110 01 2018

(Please print clearly. Must be the original document. A copy will not be accepted.)

James B. Cummings

55 Trinity Ave. S.W.
Ste. 3350
Atlanta, GA

I, ~~William Clear, CEO~~, 1919 Piedmont, LLC (OWNER'S NAME) SWEAR AND AFFIRM THAT I AM THE OWNER OF THE PROPERTY AT 1919 Piedmont Rd. NE Atlanta, GA 30324 (PROPERTY ADDRESS), AS SHOWN IN THE RECORDS OF Fulton COUNTY, GEORGIA, WHICH IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION. I AUTHORIZE THE PERSON NAMED BELOW TO FILE THIS APPLICATION AS MY AGENT.

OWNER'S TELEPHONE NUMBER: 404-659-1440

James B. Cummings
SIGNATURE OF OWNER
JAMES B. CUMMINGS
PRINT NAME OF OWNER

NAME OF APPLICANT:

LAST NAME Ward FIRST NAME Lem
ADDRESS 303 Peachtree St. NE SUITE 5300
CITY Atlanta STATE GA ZIP CODE 30308

APPLICANT'S TELEPHONE NUMBER: 404-527-4077

APPLICANT'S EMAIL ADDRESS: lem.ward@dentons.com

PERSONALLY APPEARED BEFORE ME THE ABOVE NAMES, WHO SWEARS THAT THE INFORMATION CONTAINED IN THIS AUTHORIZATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Marsha D. Anson
NOTARY PUBLIC
Aug 20, 2018
DATE



**APPLICATION FOR SPECIAL EXCEPTION
TO REDUCE ON-SITE PARKING REQUIREMENTS**

for
±1.32 acres of land
known as

1919 Piedmont Road

Zoning Classification: MRC-2-C

City of Atlanta

Land Lot 50 of the 17th District, Fulton County, Georgia

Submitted on behalf of
1919 PIEDMONT, LLC

by
Lemuel H. Ward, Esq.
Dentons US LLP
303 Peachtree Street, N.E.
Suite 5300
Atlanta, Georgia 30308
404.527.4000
lemuel.ward@dentons.com

INTRODUCTION

This Letter of Intent is submitted in connection with a special exception to reduce parking for an adaptive reuse of a part of a retail building on a 1.32 acre parcel of land located in Land Lot 50 of the 17th District of Fulton County. The Property is zoned MRC-2-C, although none of the conditions imposed by 04-O-1820 apply (Ex. 1). 1919 Piedmont LLC is the "Applicant."

The Property was the site of Domus Furniture Store. The lower floor of the Property will be used for a furniture gallery where museum quality and antique furniture is displayed by the building owner who makes sales at "appointment only" viewings. In this setting, individuals will come to view and negotiate to buy one or two select pieces which have been purchased from auction galleries such as Christie's and Sotheby's. There is sufficient parking for this mercantile use but the second floor of the building is planned as an events facility. In connection with this coordination of parking for these uses, 1919 Piedmont LLC has declared that the use of the parking spaces required for the furniture gallery will be limited to the hours between 7:00 am and 11:00 am so that the on-site parking is available for the events facility at all other times.

The Applicant seeks to renovate the second floor of the building for Carlyle's Catering ("Carlyle's") to operate an events facility specializing in corporate events, such as retreats and parties, and weddings. The new layout of the upper floor consists of two event spaces and supporting facilities. There will be a kitchen for event food service and in addition to the bride's suite and the bad room, there will be an entry vestibule, a coat check room and closets, band room, office and storage.

It is the events facility use for the second floor that makes the request for a special exception necessary such that this letter of intent is written justification for the special exception required by Georgia law and the City of Atlanta Zoning Ordinance.

DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA

The Property on the northbound side of Piedmont Road between the Cheshire Bridge Road split and where the road proceeds under I-85 (Parcel Number 17 00500001031). (See Survey). Although Piedmont Road is changing in character in this area, there are still challenges to the adaptive reuse of some of the older buildings.

As one travels north from Cheshire Bridge, there is surface parking for a Gino's Pizza, surface parking for Nakato, and a church sponsored thrift store. Across Rockledge Drive, the block containing 1919 Piedmont Road begins and contains an adult nightclub, two spas, a hair salon and day spa, a metal plating shop and a martial arts studio. Across Lambert Drive before I-85 is another adult nightclub, a boutique and an apartment building.

THE USE AND ITS RELATIONSHIP TO PARKING

The second floor will be used by Carlyle's for an events facility which generally operates on scheduled arrival and departure times for each event. Every night and weekend event will be valet parked, and there is now considerable "ride-hailing capture" (the use of services such as Uber and Lyft) for events of the type to be held at Carlyle's. While it is understood that the City

of Atlanta Zoning Code (the "Zoning Code") does not acknowledge the extra parking utilization achieved from valet parking or ride-hailing apps, both contribute to the advancement of the public purpose for which parking regulations were enacted into the Zoning Code. To better explain how the parking demand could be more realistically analyzed, Parksimple, a collaboration of industry professionals specializing in parking management, commercial real estate, asset management, and certified public accounting, was engaged to create a report. The Parksimple Report is Ex. 2.

All nighttime and weekend events will be valet parked. Any daytime corporate event which is booked for more vehicles than can be accommodated by the 51 spaces on the site will have the option for valet service if the organizers do not want guests to have to walk the approximately 500 feet to the daytime leased parking. Even though valet stacking and ride-hailing lessen parking demand, only the shared parking counts as permitted in MRC-2. The leased spaces will be added to the number of spaces available on site to calculate the special exception request.

REQUESTED SPECIAL EXCEPTION

The Applicant requests a reduction of 52 spaces be granted from the MRC-2 requirements.

The Zoning Code allows for shared parking arrangements for properties in the MRC-2 zoning district. The MRC District regulations point out that the shared parking is available by special Administrative Permit. The Applicant has filed Special Administrative Permit 18-087. The two parking leases are attached as Ex. 3 (1959 Piedmont Road) and Ex. 4 (1887 Piedmont Road). The Declaration of 1919 Piedmont LLC that Carlyle's has exclusive use of all 51 spaces on site between 11:00 am each day until 7:00 am the following day is Ex. 5.

The MRC shared parking regulations are as follows:

Reduction of parking requirements may be permitted by the director of the bureau of planning subject to a shared parking arrangement under the following criteria:

(i) The arrangement shall avoid conflicting parking demands and provide for safe pedestrian circulation and access; *(all shared parking is by valet)*

(ii) All shared parking spaces shall be clearly marked *(met by inspection)*; and

(iii) An applicant shall submit the following information as part of the application to reduce parking requirements and avoid conflicting parking demands: *(parking leases included)*

(a) A to-scale map indicating location of proposed parking spaces; *(included in SAP 18-087 and is included with the Parksimple Report)*

(b) Hours of business operation of nonresidential parking users *(per parking leases or parking is excess)*;

(c) Written consent of property owners agreeing to the shared parking arrangement; (*parking leases are attached as Ex. 3 and Ex. 4*)

d) Copies of parking leases. Renewed leases shall be filed with the bureau of planning. Lapse of a required lease agreement shall terminate the special administrative permit for shared parking. (*Ex. 3 and Ex. 4 are currently in force*).

City Code Sec. 16-34.007(2)(m).

Required Parking Analysis

The parking requirement is set by Sec.16-34.021 (7)(n) "... other places of assembly: One space for each four fixed seats (with 18 inches if bench length counted as one seat or one space for each 35 square feet of enclosed floor area for the accommodation of movable seats in the largest assembly room..."

The largest assembly room is 4,832 sq. ft. which calculates to **138 spaces**.

Available Spaces

	Daytime Use	Nighttime Use
On-site	51	51
1959 Piedmont	0	25
1887 Piedmont	37	14
	-----	-----
	86	90

Using larger shortfall to calculate the special exception - $138 - 86 = 52$ **space reduction**.

ANALYSIS OF THE CRITERIA FOR GRANTING THE RELIEF

The City's Zoning Code at Section 16-26.006 allows the Board of Zoning Adjustment to reduce the parking requirements in any zoning district when the character or use of the building is such as to make unnecessary the full provision of parking facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot. The Applicant respectfully submits that both criteria are met in this case.

The effect of the reduction is minimal and the character or use of the building is such as to make unnecessary the full provision of parking facilities.

A requested reduction of 52 spaces (138 required against 86 day / 90 night, onsite and shared) is the way in which the Application for Special Exception must be submitted but does not accurately portray the way the actual parking operations will be conducted. The Zoning Code assumes that each use on a property will occupy each required space at all times of the day. This assumption generally overstates the parking demand because few, if any, uses ever operate at 100% capacity twenty-four hours a day and seven days each week. However, the MRC zoning

district regulations do recognize the possibility of utilizing shared parking. The leases for the shared parking available at 1959 Piedmont Road (Ex. 3) and 1887 Piedmont Road (Ex. 4)

The type of events planned for the facility and the fact that they are scheduled events, such as weddings and corporate functions, differentiates the operational demands of the Carlyle's use from a typical "place of assembly" as defined in the Zoning Code. The typical rule of thumb used by corporate event planners for parking spaces is one parking space for every 2 to 2.5 people in attendance. The use of ride-hailing apps can also be expected. As pointed out in the Parksimple Report, in actual use, the amount of parking actually available to the events facility use is sufficient because the planned event model allows for coordinated planning with valets and much clearer and better instructions about parking to be given in the event directions.

The Zoning Code requirements do not consider the utilization of valet parking to optimize the spaces available for parking even though this is a common practice in the City of Atlanta. The Parksimple Report states that valet parking can increase capacity because of "attendant stacking" of the vehicles. Based on the Parksimple review of the parking lots, the available spaces can accommodate a higher number of vehicles when valet parked. Parksimple estimates that the 51 spaces on the site can accommodate a minimum of 60 vehicles and perhaps as many as 65 vehicles (62 is used on the chart). The lot at 1887 Piedmont can accommodate 50 valet-parked vehicles during the day and at night the lot at 1959 Piedmont can accommodate approximately 30 valet-parked vehicles.

In discussions with Parksimple the "daytime" and "nighttime" leases were differentiated and their chart which is reproduced below illustrates their capacity estimates.

Valet Estimate	Daytime Use	Nighttime Use
On-site	62	62
1959 Piedmont	0	30
1887 Piedmont	50	14
	-----	-----
	112	106

The second point about the use of valet parking which Parksimple made is that the Property lays out well for a successful valet operation. Because guests of high-end event facilities and restaurants expect valet parking and the fact that Carlyle's is hosting structured events also allows close coordination between the event planner and the valet operator. The Parksimple Report also referred to "ride-hailing apps" such as Uber and Lyft as relevant to the analysis of the parking demands for this Property. Because, the goal is a good experience for the client, event planners and experienced providers like Carlyle's will be able to tailor the valet operation to the size of the event and include the valet expense in the event cost.

The level of investment which would be required in the adaptive reuse of this building is not lightly undertaken by 1919 Piedmont and Carlyle's. The required capital investment will cause the business operation to initially seek and continue to seek satisfactory equilibrium in the parking experience for their users to maximize the return on investment.

Interpreting the regulations to require full parking for this use is an unreasonable hardship.

The City has policy considerations for their parking requirements which are being met and to impose the required full parking would be an unreasonable hardship if the public purpose of the regulations has been met based on the actual conditions. The City's general regulatory concerns are that parking should be safe for users of the facility, should not cause queuing in the adjacent street or overflow into neighborhoods.

Because Carlyle's will have a fairly precise idea of the parking demands for each of its events and will be able to tailor its valet operations, the events facility should meet all of those policy concerns based on the parking available. Without a special exception, Carlyle's cannot operate at this location even though the public health, safety and welfare are sufficiently protected.

As pointed out in the Parksimple Report, the Property is well suited for the creation of an area that will allow safe egress from and ingress into guest vehicles. The onsite parking lot offers sufficient storage of vehicle at a time when some of the valets are in transition to and from the shared lots so there will be no queuing of vehicles on Piedmont Road. While there are some residential multifamily and single family developments within a reasonable walking distance of the Property, typical guest behavior when seeking parking spaces for events would not dictate that they would be likely to seek parking in proximity to those uses.

CONSTITUTIONAL OBJECTIONS

The Applicant/Property owner respectfully submits that the City of Atlanta Zoning Ordinance, to the extent that it classifies the Property in any way that would preclude the special exception as proposed by the Applicant, is unconstitutional as a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Additionally, a denial of the requested special exception would deprive the owner of any reasonable use and development of the Property. Further, any attempt by the Board of Zoning Adjustment to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, denial of the requested special exception would constitute arbitrary and unreasonable uses of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Property owner. Further, denial of the special exception required to develop this Project would constitute a taking of the owners' private property without just compensation and without due process 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 and the Due Process Clause of the Fourteenth Amendment of the United States Constitution and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested special exception would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Property owner and owners of similarly situated property in

violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

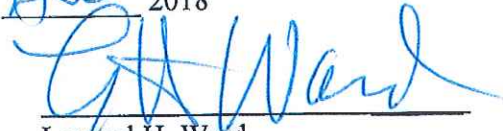
Finally, the Applicant respectfully submits that the Board of Zoning Adjustment cannot lawfully impose more restrictive standards upon the development of the Property than presently exist because to do so would not only constitute a taking of the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application satisfies the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. *See Guhl vs. Holcomb Bridge Road Properties*, 238 Ga. 322 (1977).

CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this application for special exception be approved.

Amendment Submitted this 21st day of AUG 2018



Lemuel H. Ward

Attorney and Agent for Applicant

EXHIBIT LIST

- Exhibit # 1 MRC-2-C Ordinance for Piedmont Road Corridor
- Exhibit # 2 Parking Study by Parksimple
- Exhibit #3 Parking Lease for 1959 Piedmont Road
- Exhibit #4 Parking Lease for 1887 Piedmont Road
- Exhibit #5 Declaration of 1919 Piedmont LLC

EXHIBIT

1



CITY COUNCIL
ATLANTA, GEORGIA

Municipal Clerk
Atlanta, Georgia

04-O-1820

A SUBSTITUTE ORDINANCE BY:
ZONING COMMITTEE

Z-04-121

AN ORDINANCE TO REZONE CERTAIN PROPERTIES WITHIN THE CHESHIRE BRIDGE ROAD CORRIDOR FROM THE R-3 (SINGLE-FAMILY RESIDENTIAL), RG-3-C (RESIDENTIAL GENERAL-CONDITIONAL), C-1 (COMMUNITY BUSINESS), C-2 (COMMERCIAL SERVICE), I-1 (LIGHT INDUSTRIAL) DISTRICTS TO THE MR-2 (MULTI-FAMILY RESIDENTIAL), MR-3-C (MULTI-FAMILY RESIDENTIAL - CONDITIONAL), MRC-1-C (MIXED RESIDENTIAL COMMERCIAL-CONDITIONAL), MRC-2 (MIXED RESIDENTIAL COMMERCIAL), AND MRC-2-C (MIXED RESIDENTIAL COMMERCIAL-CONDITIONAL) DISTRICTS, AND FOR OTHER PURPOSES.

NPU-F

COUNCIL DISTRICT 6

WHEREAS, the Cheshire Bridge Road Study was adopted by City Council on September 21, 1999, and approved by the Mayor on September 30, 1999; and

WHEREAS, recommendations from the Cheshire Bridge Road Corridor Study should be implemented through the rezoning of the properties within the corridor, and

WHEREAS, the Cheshire Bridge Road Task Force has requested the City to rezone the Cheshire Bridge Road corridor to implement the recommendations from the Cheshire Bridge Road Study; and

WHEREAS, the official zoning maps should be amended to include the properties along the Cheshire Bridge Road corridor as shown on "Attachment A".

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the 1982 City of Atlanta Zoning Ordinance be amended and the official zoning maps established in connection therewith be changed to include the properties located along the Cheshire Bridge Road Corridor with the designations as shown on "Attachment A".

SECTION 2: This amendment is approved under the provisions of Section 16-02.003 of the City of Atlanta Zoning Ordinance entitled "Conditional Development" as identified with the use of the suffix "C" after the district designation. The Director of the Bureau of

Buildings shall issue building permits for the development of the properties with said "Conditional Development" zoning district designation only in compliance with the following conditions:

- 1) For properties with the MR-3-C district designations: Along Cheshire Bridge Road the street furniture and tree planting zone shall be landscaped except where on-street parking is provided, and shall have a minimum width of ten (10) feet adjacent to curb. On-street parking may be placed in the street furniture zoned, provided that street trees are installed in bulb-outs located at intervals within the area used for on-street parking, as approved by the Bureau of Planning.
- 2) For properties in the MRC-2-C North district designation:
 - a. Along Cheshire Bridge Road the street furniture and tree planting zone shall be landscaped except where on-street parking is provided, and shall have a minimum width of ten (10) feet adjacent to curb. On-street parking may be placed in the street furniture zoned, provided that street trees are installed in bulb-outs located at intervals within the area used for on-street parking, as approved by the Bureau of Planning.
 - b. A non-residential Floor Area Ratio (FAR) shall not exceed two (2) times the net lot area.
 - c. Security storage centers shall not exceed 15,000 square feet in floor area and shall having all pickup and delivery items by passenger automobile or van.
 - d. Truck stops are prohibited.
- 3) For properties with the MRC-1-C district designation:
 - a. Along Cheshire Bridge Road the street furniture and tree planting zone shall be landscaped except where on-street parking is provided, and shall have a minimum width of ten (10) feet adjacent to curb. On-street parking may be placed in the street furniture zoned, provided that street trees are installed in bulb-outs located at intervals within the area used for on-street parking, as approved by the Bureau of Planning.
 - b. Drive-through service windows and drive-in facilities are prohibited.
 - c. The following uses shall not exceed two thousand (2,000) square feet of floor area:
 - i. Bakeries and catering establishments.
 - ii. Laundry and dry-cleaning stores, collection stations or plants; laundry and dry cleaning establishments where customers operate equipment.
 - iii. Tailoring, custom dressmaking, millinery and similar establishments.
 - d. The following uses shall not exceed eight thousand (8,000) square feet of floor area:
 - i. Banks, savings and loan associations, and similar financial institutions.
 - ii. Barber shops; beauty shops, manicure shops and similar personal service establishments.
 - iii. Childcare centers, kindergartens and special schools.
 - iv. Clubs and lodges.
 - v. Commercial greenhouses.

- vi. Commercial recreation establishments including theaters, convention halls, places of assembly and similar uses with primary activities conducted within fully enclosed buildings.
- vii. Eating and drinking establishments including restaurants, bars, coffee shops, delicatessens, and taverns.
- viii. Museums, art galleries, libraries, and similar profit or non-profit cultural facilities.
- ix. Offices, studios, clinics (including veterinary), laboratories and similar uses, but not blood donor stations except at hospitals. Veterinary clinics including all kennels and accessory areas shall be enclosed within sound proof buildings when located within three hundred (300) feet of any residential use from the closest point of the nearest residential building to the closest point of the veterinary clinic, subject to the provisions in Chapter 74, Article IV, Noise Control.
- x. Photocopying or blueprinting shops.
- xi. Plumbing, air conditioning service and repair.
- xii. Professional or service establishments, but not hiring halls.
- xiii. Retail establishments.
- xiv. Sales and repair establishments for home appliances, bicycles, lawn mowers, shoes, clocks and similar household goods.
- xv. Security storage centers with all pickup and delivery items by passenger automobile or van.
- e. Grocery stores shall not exceed fifteen thousand (15,000) square feet of floor area.
- f. The following uses shall require a Special Use Permit:
 - i. Bowling alleys, pool halls, billiard parlors and amusement arcades.
 - ii. Childcare centers, kindergartens and special schools greater than eight thousand (8,000) square feet.
 - iii. Public schools or private schools having similar academic curricula and special schools for exceptional children.
- g. The following uses are prohibited:
 - i. Automobile service stations, car washes.
 - ii. Business or commercial schools.
 - iii. Helicopter landing facilities or pickup delivery stations.
 - iv. Hospitals
 - v. Institutions of higher learning, including colleges and universities.
 - vi. Mortuary and funeral homes.
 - vii. New and used car sales, including motorized vehicles such as mopeds and motorcycles.
 - viii. Repair garages, paint and body shops.
 - ix. Truck stops.

4) For properties in the MRC-2-C South district designation:



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Z-04-121

- a. Security storage centers shall not exceed 15,000 square feet in floor area and shall having all pickup and delivery items by passenger automobile or van.
- b. Truck stops are prohibited.

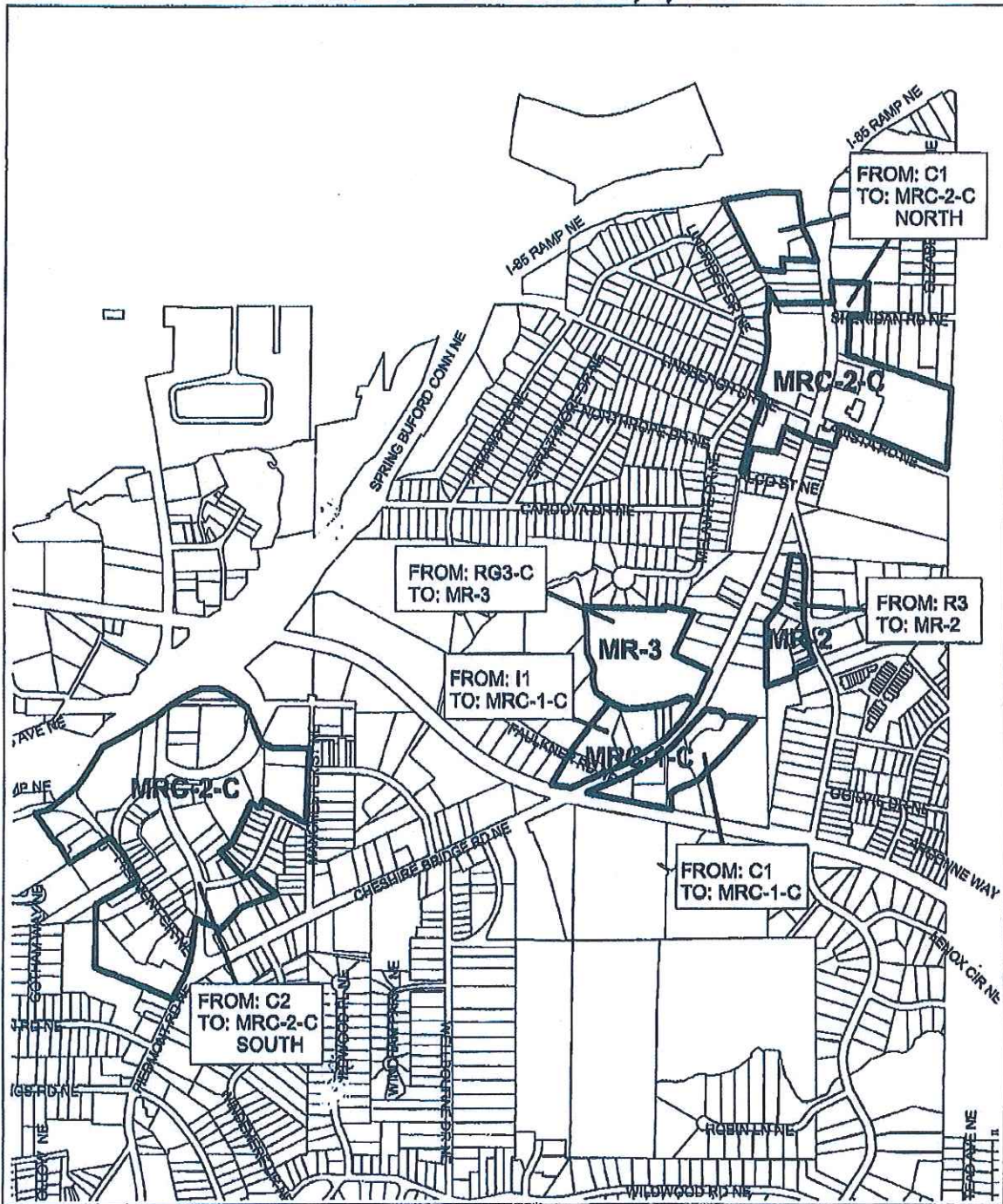
Section 3: That all ordinances or parts of ordinances in conflict with this ordinance shall be repealed.

A true copy,
Shanda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

Jan 03, 2005
Jan 10, 2005

SUBSTITUTE
"ATTACHMENT A"
Z-04-121
PROPOSED CHESHIRE BRIDGE ROAD
CORRIDOR REZONINGS
NE/J F/ COUNCIL DISTRICT 6
DISTRICT 17 - LANDLOTS 5, 6, & 50



RCS# 6395
1/03/05
4:08 PM

Atlanta City Council

Regular Session

04-O-1820

Z-04-121 REZONE F R-3 RG-3-C C-1 C-2 I-1
TO MR-2 MR-3-C MRC-1-C MRC-2 MRC-2-C
ADOPT ON SUB

YEAS: 11
NAYS: 1
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 1
ABSENT 0

Y Smith	NV Archibong	Y Moore	E Mitchell
Y Starnes	Y Fauver	N Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
NV Winslow	Y Muller	Y Sheperd	NV Borders

04-O-1820

04-0-1820

(Do Not Write Above This Line)

AN ORDINANCE BY 2-06-121
COUNCIL MEMBER FAVER

AN ORDINANCE TO REZONE CERTAIN PROPERTIES WITHIN THE CESHIRE RIDGE ROAD CORRIDOR FROM RG-3-C (RESIDENTIAL GENERAL-CONDITIONAL), C-1 (COMMUNITY BUSINESS), C-2 (COMMERCIAL SERVICE), I-1 (LIGHT INDUSTRIAL) DISTRICTS TO THE MR-2 (MULTI-FAMILY RESIDENTIAL), MR-3 (MULTI-FAMILY RESIDENTIAL), MRC-1-C (FIXED RESIDENTIAL COMMERCIAL-CONDITIONAL), MRC-2 (FIXED RESIDENTIAL COMMERCIAL), AND MRC-2-C (FIXED RESIDENTIAL COMMERCIAL-CONDITIONAL) DISTRICTS, AND FOR OTHER PURPOSES.

NP# COUNCIL DISTRICT 6

SUBSTITUTE

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 10-18-2004

Referred To: ZRB & Zoning

Date Referred

Referred To:

Date Referred

Referred To:

Committee Date 10-18-2004
Chair
Referred To ZRB & Zoning

Committee

Date 10-18-2004

Chair

Action Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

FINAL COUNCIL ACTION
 2nd
 1st & 2nd
 3rd
 Consent
 V Vote
 RC Vote

CERTIFIED

JAN 03 2005

CERTIFIED
 JAN 03 2005
 [Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION

[Signature]
 MAYOR

EXHIBIT

2



Lemuel H. Ward, Esq.
Dentons US, LLP
303 Peachtree Street, Suite 5300
Atlanta, Georgia 30308

RE: Parking Capacity Review - 1919 Piedmont Road Events Facility

Dear Mr. Ward:

Thank you for engaging Parksimple to review the parking capacity and potential operations associated with your clients, 1919 Piedmont LLC and Carlyle's Catering for the adaptive reuse project located at 1919 Piedmont Road (the "Property"). In July and August of 2018, our team reviewed the operational demand of the proposed use and the expected utilization of the parking on the Property and the shared parking which has been leased for day and night use. Below you will find our operational recommendations and observations.

Summary of the Zoning Code Requirements

We have been advised that the Property is zoned MRC-2-C by the City of Atlanta and that the conditions represented by the "C" are not relevant to the parking requirements. This report is based on our review of the site plan which showed 51 parking spaces, your parking analysis, multiple visits to the Property for confirmation of the site layout, and a brief review of the City Code. We also reviewed the location of the leased spaces at 1959 Piedmont Road and 1887 Piedmont Road and believe that this Table accurately represents the number of spaces which could be made available for the events facility.

Available Spaces	Daytime Use	Nighttime Use
On-site	51	51
1959 Piedmont	0	25
1887 Piedmont	37	14
	-----	-----
	86	90

Based on the parking required for the largest place of assembly of 4,832 square feet, we agree that 138 spaces would be required so without a special exception for 52 spaces, the City's parking requirement would not be met.

Our overall review of all relevant factors lead us to believe that this current level of parking is not going to cause negative effects on operations or conflict with the City's general regulatory concerns that parking should be safe for users of the facility, should not cause queuing in the adjacent street or overflow into neighborhoods.



Operational Considerations

The City of Atlanta's Zoning Code assumes that each use on a property will occupy each required space at all times of the day. This assumption generally overstates the parking demand because few, if any, uses ever operate at 100% capacity twenty-four hours a day and seven days each week. However, the MRC zoning district regulations do recognize the possibility of utilizing shared parking. While we did not review the special administrative permit application which supports the parking table set forth above, we did review the leases for the shared parking for the addresses provided and confirmed that those locations do in fact have these spaces available and that their uses should not conflict with those of your client.

The type of events planned for the facility and the fact that they are scheduled events, such as a weddings and corporate retreats, differentiates the use from a typical "place of assembly" as defined in the Zoning Code. Event planners use a number of 2 to 2.5 persons per vehicle as a rule of thumb and corporate clients, ride sharing can also be expected. One of the key advantages of the planned event use, is that it allows for much clearer and better instructions about parking to be given in the event directions and the event planner usually has a good idea about attendance. Another key fact about event parking is that there are no "frictional parkers," that is people looking for a parking space at different times while waiting for others to leave.

Valet Parking

The Zoning Code requirements do not consider the utilization of valet parking to optimize the spaces available for parking even though this is a common practice in Atlanta.

The first point about valet parking is that "valet stacking" (a practice where valets park vehicles closer together and use the drive aisles because they can access the keys at all times) can increase capacity. Based on our review of the available spaces, we believe that the 51 spaces on the site can accommodate a minimum of 60 valet parked vehicles and perhaps as many as 65 (we have used 62 on the chart). The lot at 1887 Piedmont can likely accommodate 50 valet parked vehicles and the lot at 1959 Piedmont can likely accommodate 30 valet parked vehicles. Because we understand that the "daytime" and "nighttime" leases are different, we will use a chart to illustrate capacity.

Valet Estimate	Daytime Use	Nighttime Use
On-site	62	62
1959 Piedmont	0	30
1887 Piedmont	50	14
	-----	-----
	112	106



The second relevant point about the use of valet parking is that the Property lays out well for a successful operation. One of the keys for a successful valet operation is that guests are greeted and can transition their vehicle to a valet quickly so they can enter the event space. Because of the median in Piedmont Road, guests arrive travelling north make a right hand turn into the Property. A valet service can control the place of arrival and the use of tickets makes vehicle identity and control fairly easy. Even if guests arrive at a fairly short interval, there is sufficient space in the arrival area to accommodate more than one vehicle at a time when some of the valets are in transition to and from the shared lots. The 1959 Piedmont lot is very close to the site and that is good for nighttime operations. The 1887 Piedmont lot is a little further away but Lambert Drive provides a series of right turns to use for parking the vehicles of arriving guests. When the valets will have to access the 1887 Piedmont lot for exiting guests, the use of a second station connected by radio, is a common technique used by valet operators and the 1887 Piedmont lot is south of the facility and allows a right turn to return to the Property.

Finally, because guests of high-end event facilities and restaurants expect valet parking, there are a number of highly experienced operators available in the Atlanta market to assist with providing valet services and planning for valet operations. The fact that Carlyle's is hosting structured events also allows close coordination with the event planner and the valet operator.

"Ride-Hailing Apps"

What is also relevant to the analysis of the parking demands for this site and use is what is referred to as "ride-hailing apps" such as Uber and Lyft. The increased use of these apps is dramatic. In December of 2015, a Pew Survey found that while two-thirds of American adults had heard of ride-hailing apps, but just 15 percent of the population had used ever used one. Today, estimates that we have seen in our research indicate that in 2018, anywhere from 24 percent to 43 percent of the population has used a ride-hailing service. Use of ride-hailing apps spikes on the weekends when the event facility use is expected to be heaviest.

Structured Events

Unlike a "place of assembly" where the general public can arrive and overwhelm the available parking, the structure and approach to a planned special event feasibility study is approached much like a traffic study. As we stated above, the fact that Carlyle's is hosting structured events allows close coordination with the event planner and the valet operator. Because, the goal is a good experience for the client, event planners and experienced providers like Carlyle's will be able to tailor the valet operation to the size of the event and include the valet cost in the event cost.



The City of Atlanta's "Policy Concerns."

Parksimple has worked on the analysis of the City's requirements many times.

A requested reduction of 52 spaces (138 required against 86 onsite and shared) is the way in which the Application for Special Exception must be submitted, but the analysis is really much more sophisticated than a mere comparison of numbers.

The City understands that the level of investment which would be required in the adaptive reuse of this building is not likely to be lightly undertaken (i.e. - the required capital investment will cause the business operation to initially seek and continue to seek satisfactory equilibrium in the parking experience for their users to maximum the return on investment). What this means is that no business, especially one like Carlyle's where repeat business and word of mouth recommendations are important, is going to allow parking to become a problem for its guests. The City understands that parking was considered when the space was chosen and that Carlyle's believes that its operation can function well with the available parking. Parksimple agrees.

However, the City also has policy consideration for their parking requirements. As we stated above, the City's general regulatory concerns are that parking should be safe for users of the facility, should not cause queuing in the adjacent street or overflow into neighborhoods.

Based on Carlyle's experience, it will have a fairly precise idea of the parking demands for each of its events and will be able to tailor its valet operations to meet all of the City's policy concerns.

The Property is well suited for the creation of an area that will allow safe egress from and ingress into the guest vehicles. The onsite parking lot offers sufficient storage of vehicles at a time when some of the valets are in transition to and from the shared lots so there will be no queuing of vehicles on Piedmont Road. While there are some residential multifamily and single-family developments within a reasonable walking distance of the Property, typical guest behavior when seeking parking spaces for events would not dictate that they would be likely to seek parking that would inconvenience the residential users.

Conclusions and Recommendations

After careful review and analysis of the real demand and expected utilization, we believe that the Property has adequate parking at 86 overall spaces. However, the extremely high demands of the City Code can be met as outlined in this report.

Generally, implementing a shared parking program, as allowed by the Zoning Code in MRC, better utilizes the available spaces by filling spaces vacated by users of those spaces



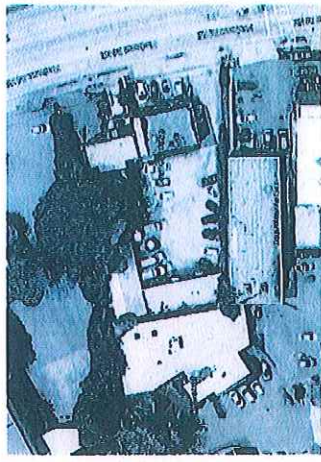
during their non-peak hours. For this specific use, shared use agreements, valet parking operations which maximize available capacity, and the increased use of Uber and Lyft are the key to solving the parking demand for the events facility use on the Property.

Please feel free to contact us if you need further assistance with this project. We look forward to working with your team to select a valet operator when the redevelopment of this adaptive reuse project is complete.

Parksimple

A handwritten signature in blue ink that reads 'Robert Day'. The signature is written in a cursive style and is positioned over the printed name and title.

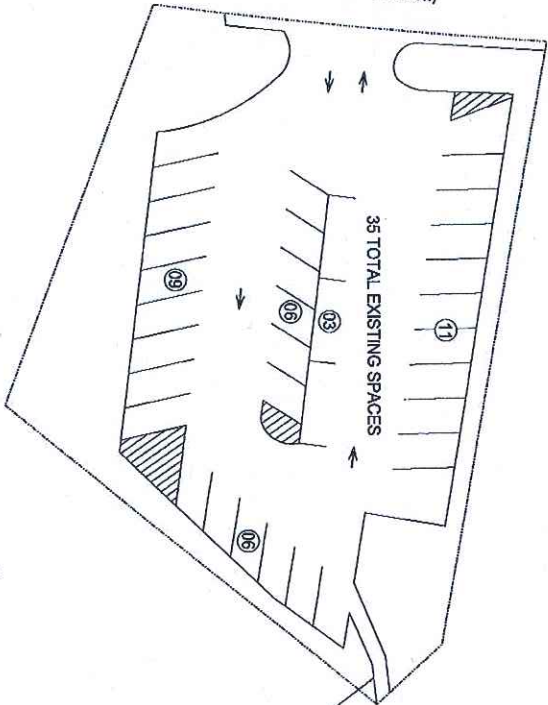
Robert Day
Partner



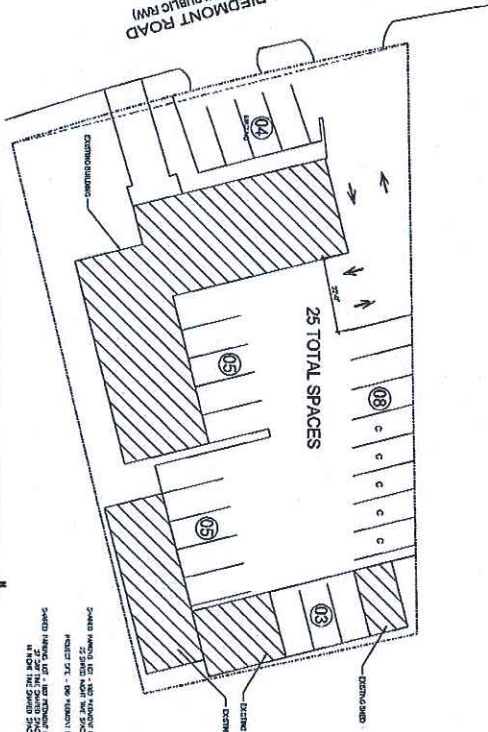
PIEDMONT ROAD
(80' PUBLIC R/W)

PIEDMONT ROAD
(80' PUBLIC R/W)

2 SHARED PARKING PLAN - 1887 PIEDMONT RD
AT&D SCALE: 1/8" = 1'-0" DISTINGUISHING LOT



3 SHARED PARKING PLAN - 1889 PIEDMONT RD
AT&D SCALE: 1/8" = 1'-0" DISTINGUISHING LOT



1 SITE PLAN - PROPOSED
AT&D SCALE: 1/8" = 1'-0"



EXISTING LOT: 1887 PIEDMONT RD
1889 PIEDMONT RD
PROPOSED BUILDING FOOTPRINT
EXISTING LOT: 1887 PIEDMONT RD
1889 PIEDMONT RD
PROPOSED BUILDING FOOTPRINT
EXISTING LOT: 1887 PIEDMONT RD
1889 PIEDMONT RD
PROPOSED BUILDING FOOTPRINT

A1.00.2
OFF-SITE
PARKING PLAN
VANES

plexus r + d, inc.
914 Howell Rd - Suite 400 - Atlanta, Georgia 30318
404.518.7788 Phone



CIVIL
Bruce Engelhardt
440 S. Peachtree Parkway
Atlanta, GA 30326
Phone: 404-242-4249
FAX: 404-242-4249

M.E.P. & E.P.
Wendell Engstrom
5205 Hopewell North Parkway
Atlanta, GA 30326
Phone: 404.377.4518

STRUCTURAL
David R. Smith
431 West Peachtree St. East
Atlanta, GA 30308
Phone: 404.377.4518

CARLYLES - EVENT SPACE
1919 Piedmont Road NE
Atlanta, GA 30324

Project Number: 647.00
ISSUED FOR SAP APPLICATION

CARLYLES CATERING
1500 Southland Circle, Suite M
Atlanta, GA 30318

NO.	DATE	DESCRIPTION

EXHIBIT

3

PARKING LEASE AGREEMENT

**STATE OF GEORGIA
COUNTY OF FULTON**

THIS LEASE AGREEMENT is made and entered into this ___ day of May, 2018, between BTR Interests, LLC a Georgia limited liability company with offices at 1959 Piedmont Road NE, Atlanta, Fulton County, Georgia 30324 (hereinafter referred to as "Lessor") and 1919 PIEDMONT, LLC, a Georgia limited liability company, whose address is c/o Trillium Management, Inc., 2950 Hardman Court, Atlanta, Georgia 30305 (hereinafter referred to as "Lessee").

W I T N E S S E T H:

THAT Lessor has this day rented and leased to Lessee that twenty-five (25) parking spaces in that portion of that certain tract of land known as 1959 Piedmont Road, Atlanta, , Fulton County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part of this lease by reference, from the hours of 4:00 pm until 4:00 am, seven days per week, (said spaces, excluding Lessor's Improvements, hereinafter referred to as the "Spaces" or the "Premises"). "Lessor's Improvements" means any and all, property, real, personal or mixed.

The Premises are rented and leased by Lessor to Lessee subject to the following terms and conditions, to wit:

1. This lease is for the term of one (1) year, beginning on October 1, 2018 (the "Commencement Date"), and ending on September 30, 2019 (the "Initial Termination Date"), and the term will be extended automatically thereafter from year to year for additional periods of one (1) year each, subject, however, to termination by Lessor or by Lessee, as hereinafter provided. This Lease and all obligations of Lessee hereunder are contingent upon approval by the City of Atlanta of Lessee's property, located at 1919 Piedmont Road, as an event facility with adequate on-site and off-site parking, including the Premises leased hereby.

2. As rental for the Premises, Lessee shall pay to Lessor the sum of Five Hundred Dollars (\$500.00) per month ("Minimum Rent"), plus One Hundred and Twenty-Five Dollars (\$125.00) per night when the Spaces are actually used by Lessee or its agents or customers, such payments being due on the first day of each month, for each month during the period from the Commencement Date to the Initial Termination Date, and on every anniversary of such termination date thereafter (each such date being herein referred to as an "Adjustment Date"), the Minimum Rent will be increased to an amount equal to one hundred three percent (103%) of the Minimum Rent as previously increased hereunder. The setting forth of the Minimum Rent for the period beyond the Initial Termination Date is not intended to and will not be deemed to modify in any way the term as set forth in Paragraph 1 of this lease. Lessee shall pay each monthly rental payment on or before the due date, and shall make such payment to the address set forth hereinbelow. Lessee understands and agrees that if Lessor does not actually receive payment of such rental on or before the due date, Lessor shall be entitled to immediately exercise any and all remedies under Paragraph 12 of this lease without Lessor being required to give Lessee any notice of or opportunity to cure such default.

3. The Premises must be used solely for the purpose of temporary parking of automobiles by Lessee, and for no other purpose. Lessee agrees that the Premises may or may not be suitable for the use Lessee desires to make of the Premises and that the Premises may not be in a safe or proper condition for such use. LESSEE AGREES THAT LESSEE IS LEASING, AND ACCEPTS, THE PREMISES "AS IS", "WHERE IS", "WITH ALL FAULTS" AND

LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO FITNESS, MERCHANTABILITY, USE OR CONDITION OF THE PREMISES.

4. Lessee shall not abandon or vacate the Premises during the term of this lease and shall continuously use the Premises solely for the purposes herein leased until the expiration of the term hereof.

5. Lessee shall not sell, assign, sublet or otherwise transfer this lease or the interest of Lessee in this lease or in the Premises, or any part thereof, in whole or in part, whether by operation of law or otherwise, without the prior written consent of Lessor, and any such assignment or sub-lease without said consent will be null and void. If Lessee is not an individual, a change in the controlling ownership of Lessee, directly or indirectly, will be deemed to be an assignment of this lease.

6. Lessee, at Lessee's sole cost and expense, shall obtain any and all appropriate municipal, county and state permits required for Lessee's use of the Premises and shall at all times use, occupy and operate the Premises in compliance with all applicable city, county, state, federal and local laws, ordinances, statutes, rules and regulations now in effect or hereafter enacted. Lessee shall not place, use, store, spill or discharge any hazardous, toxic or dangerous substances on the Premises. Lessee hereby indemnifies Lessor from any and all loss, cost, damage or expense ever incurred by Lessor as a result of Lessee's breach of the foregoing covenants and agreements of Lessee, and such indemnification will survive the termination or expiration of the term of this lease.

7. No construction, reconstruction, remodeling, or alteration of, or addition to, any structure, building, bridge, fence, wall, parking area or facility, driveway, graphics, or other improvements of any nature will be undertaken upon or to the Premises without the prior written approval of Lessor, which approval may be granted or withheld in Lessor's sole discretion. All such alterations, additions and improvements will immediately become Lessor's property at the expiration or earlier termination of the term hereof and will remain on the Premises without compensation to Lessee.

Notice is hereby given that Lessor will not be liable for the cost and expense of any labor, services or materials furnished or to be furnished with respect to the Premises at or by the direction of Lessee or anyone holding the Premises or any part thereof by, through or under Lessee and that no laborer's, mechanic's or materialman's or other lien for any such labor, service or materials will attach to or affect the interest of Lessor in and to the Premises. Nothing contained in this lease will be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements or repairs to or of the Premises or any part thereof, nor as giving Lessee any right, power or authority on behalf of Lessor to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

8. Lessee shall repair, maintain and restore in good order and repair (including without limitation all necessary replacements) the Premises at Lessee's sole expense. Lessee shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

9. Lessee shall be responsible for the installation, maintenance and repair of any and all utilities required by Lessee for its use of the Premises or used by Lessee in whatever connection therewith. Lessee shall pay all utility bills including, but not limited to, water, sewer, gas, electricity and fuel for the Premises and Lessee shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Lessee in whatever connection therewith. If Lessee fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Lessor may pay the same and such payment may be added to the rental of the Premises next due as additional rent, with Lessor having the same remedies for nonpayment thereof as for nonpayment of rent. Lessee shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises, or any part thereof or upon Lessee's rights under this lease that arises from the use or occupancy of the Premises by Lessee or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of Lessee or by reason of any construction, repairs or demolition by or at the direction of Lessee.

10. At all times throughout the term of this lease, Lessee shall maintain commercial general liability insurance covering the liability of Lessor and Lessee against all claims for any bodily injury or death of persons and for damage to or destruction of property (including but not limited to the property of Lessor) occurring on, in or about the Premises and resulting from or arising out of the use or occupation of the Premises by Lessee with a combined single limit per occurrence for bodily injury liability and property damage liability of not less than \$2,000,000.00. All insurance must be in form and from an insurer acceptable to Lessor, in Lessor's sole discretion. Lessee shall deposit with Lessor duplicate originals or certificates of said policy and each renewal thereof at the beginning of the term and thereafter not less than thirty (30) days prior to the expiration of any such policy. To the extent of the insurance required to be maintained by Lessee (but in no event in excess of the fullest extent permitted under O.C.G.A. Section 13-8-2), Lessee hereby releases Lessor, its agents and employees from any liability for damage to property or injury to persons, regardless of the cause of such damage or injury. Except as provided in the sentence immediately preceding this sentence, the provisions of Paragraph 11 and the waivers and indemnities in this lease do not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto. In no event will the insurance requirements of this paragraph be deemed to limit the liability or responsibility of Lessee in any manner.

11. Lessee shall, and does hereby agree to, indemnify, save harmless and defend Lessor (its agents and employees) from any and all loss, cost, claim, suit, damage or expense [including but not limited to the payment of any sum or sums of money to any person whomsoever (including but not limited to third persons, subcontractors, Lessee, Lessor, and agents and employees of them)] arising from or due to injuries to persons (including but not limited to death) or damage to property (including but not limited to property of Lessor) in any way attributable to or arising out of the use or occupancy of the Premises [including but not limited to any and all loss, cost, claim, suit, damage or expense arising from the claimed or actual, sole or joint, negligence of Lessee (Lessee's agents, employees, sub-contractors, invitees and guests) or negligence of Lessor (its agents, employees or sub-contractors) or any combination of these including (but without limiting the generality of the foregoing) all claims for injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys fees, cost of investigation and of defense]. Lessee shall be responsible for the payment of any and all loss, cost, claim, suit, damage or expense of any nature and character in any way related to the Premises or attributable to or asserted against Lessor or Lessee (or both).

12. In the event Lessee defaults in the payment of rent (no notice of, or opportunity to cure, such default need be given) or in the event Lessee defaults in the performance of any of its other covenants contained in this lease and such default (other than a failure to pay rent)

continues for fifteen (15) days after written notice thereof has been given by Lessor to Lessee, then in such event, at Lessor's option:

(i) Lessor may terminate this lease by written notice to Lessee, in which event Lessee shall immediately surrender the Premises, and if Lessee fails to do so, Lessor may, without prejudice to any other right or remedy which Lessor may have, enter upon and take possession of the Premises (by force, summary proceedings, ejectment or otherwise) and remove Lessee without being liable for prosecution or any claim for damages therefor, and Lessee hereby waives its rights to any legal proceedings in connection with such reentry.

(ii) Lessor may enter upon and take possession of the Premises, without termination of this lease, and remove Lessee by force, summary proceedings, ejectment or otherwise, without being liable for prosecution or any claim for damages therefor, and Lessee hereby waives its rights to any legal proceedings in connection with such reentry.

(iii) Should Lessor at any time terminate this lease as herein provided, in addition to any other right, remedy or power it may have, Lessor may declare to be due and payable immediately, the then present value [calculated with a discount factor of eight percent (8%) per annum] of the difference between (x) the entire amount of rent and other charges and assessments which in Lessor's reasonable determination would have become due and payable during the remainder of the term of this lease (in the absence of the termination of this lease), and (y) the then fair market rental value of the Premises for the remainder of the term of this lease (as if this lease had not been terminated). Upon the acceleration of such amounts, Lessee agrees to pay the same at once, in addition to all rent, costs, charges, assessments, and reimbursements theretofore due; provided, however, that such payments will not constitute a penalty but will constitute liquidated damages for Lessee's failure to comply with the terms and provisions of this lease, Lessee and Lessor acknowledging and agreeing that Lessor's actual damages in such an event are impossible to ascertain and that the amount set forth herein is a reasonable estimate thereof.

13. Lessee assumes and shall pay any additional tax or license fee that may be assessed against the Premises as a result of the use thereof by Lessee. Ad valorem taxes assessed against the Premises will be paid by Lessor.

14. Lessor has the right, at Lessor's option, to terminate the term of this lease for any cause whatsoever, or without cause, at any time upon giving to Lessee thirty (30) days' notice in writing of such termination. Lessee likewise has the right to terminate the term of this lease upon giving to Lessor thirty (30) days written notice of such termination. Upon such termination, Lessee shall vacate the Premises and remove any of Lessee's trade fixtures and personal property then located on the Premises, provided that Lessee shall repair all damage to the Premises caused by such removal.

15. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this lease must be in writing and will be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at

the following address:

Lessee: 1919 Piedmont, LLC
c/o Trillium Management, Inc.
2950 Hardman Court
Atlanta, Georgia 30305

Lessor: BTR Interests, LLC
1959 Piedmont Road NE
Atlanta, Georgia 30324

or at such other address in the United States as Lessee or Lessor may from time to time designate by like notice. Except for payment of rent (where Lessor must actually receive each rent payment on or before the due date thereof), any such notice, demand, request or other communication will be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand, request or other communication.

16. This lease creates a landlord-tenant relationship between the parties hereto and no estate passes out of Lessor. Lessee has only a usufruct, not subject to levy or sale, and not assignable by Lessee except with Lessor's prior written consent.

17. No failure of Lessor to exercise any power given to Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, will constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

18. In the event any one or more of the provisions contained in this lease are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof and this lease will continue as if such invalid, illegal, or unenforceable provisions had never been contained herein.

19. This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein will be of any force or effect. This lease may not be modified except by an amendment signed by both Lessor and Lessee.

20. Time is of the essence in this lease. This lease is governed by the laws of the State of Georgia. No remedy conferred upon or reserved to Lessor in this lease, at law or in equity is intended to be exclusive of any other available remedies, but each and every remedy is cumulative and in addition to every other remedy given in this lease or now or hereafter existing in law or in equity.

21. Lessee's rights hereunder are subject to all matters of record and to any mortgage, indenture or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Lessor.

22. Upon the termination or expiration of the term of this lease, Lessee shall vacate the Premises and surrender the Premises to Lessor in as good order and condition as on the date hereof, reasonable wear and tear excepted.

23. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof, at Lessor's option, Lessor may (i) terminate this lease, or (ii) if the Premises may still be used for Lessee's intended use therefor, elect to continue this lease and reduce the rent in proportion to the portion of the Premises so taken. If all of the Premises are taken, this lease will automatically terminate. In the event of any such taking (whether partial or total) of the Premises or conveyance in lieu thereof, Lessor shall be entitled to all compensation which may be paid or made in connection therewith, and Lessee shall have no claim for the value of the unexpired leasehold, and hereby assigns to Lessor any right Lessee may have to participate in any award paid on account of any such taking.

25. Lessee may (if not in default hereunder), prior to the expiration of the term of this lease, remove all fixtures and equipment which have been placed on the Premises by Lessee, provided Lessee repairs all damage to the Premises caused by such removal. All property of Lessee remaining in the Premises after expiration of the term or earlier termination of this lease will be deemed conclusively abandoned and may be removed by Lessor and disposed of by Lessor or, at Lessor's option, retained by Lessor for Lessor's own account, without compensation to Lessee, and Lessee shall reimburse Lessor for the cost of removing and disposing of the same.

26. This lease may be simultaneously executed in several counterparts, and all such counterparts will constitute but one and the same instrument.

27. Lessor shall at all times throughout the term of this lease have access to the Premises for the maintenance, repair, replacement and inspection. In the exercise of such rights, Lessor shall not be liable for damages to any improvements or personal property which Lessee may place on the Premises or for interference with or interruption of any activities which Lessee may conduct on the Premises.

28. This lease inures to the benefit of and is binding upon Lessor and Lessee and their respective successors and assigns.

29. In the event Lessee remains in possession of the Premises after termination or expiration of the term of this lease, without any express agreement of the parties, Lessee will be a tenant at sufferance, at a daily rental rate equal to twice the rental rate (calculated on a daily basis) in effect prior to such expiration, and otherwise upon the terms and conditions set forth in this lease.

30. "Lessor" as used in this lease includes Lessor, its representatives, assigns, and successors in title to the Premises. "Lessee" includes Lessee, its representatives, and if this lease is validly assigned in accordance with the provisions of this lease, will include also Lessee's assigns or successors under this lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

31. If any rent or other debt owing by Lessee to Lessor hereunder is collected by or through an attorney-at-law, or if Lessor uses the services of any attorney in order to secure compliance with any other provisions of this lease, to recover damages for any breach or default of

any other provisions of this lease, or to terminate this lease or evict Lessee, Lessee shall reimburse Lessor upon demand for any and all attorney's fees and expenses so incurred by Lessor.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

LESSOR:

BTR Interests, LLC

By:

Ryan W. Orland

Its:

OWNER

Signed, sealed and delivered as to Lessor, in the presence of:

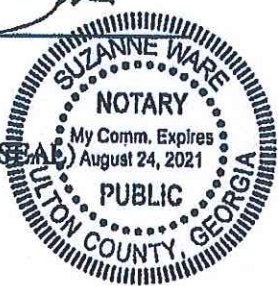
[Signature]

Unofficial Witness

[Signature]

Notary Public

(NOTARY SEAL)



LESSEE:

1919 PIEDMONT, LLC

By:

James B. Channing
Manager

(COMPANY SEAL)

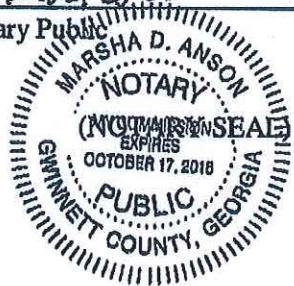
Signed, sealed and delivered as to Lessee, in the presence of:

[Signature]

Unofficial Witness

[Signature]

Notary Public



EXHIBIT

4

Parking Space Lease

THIS PARKING SPACE LEASE (the "Agreement") is made and entered into as of May 4TH, 2018 (the "Effective Date"), between and among Mugen, LLC (the "Lessor") and 1919 Piedmont, LLC ("Lessee").

WITNESSETH

For and in consideration of the sum of ten and no/ 100 (\$10.00) Dollars, the rents to be paid and the covenants to be performed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor agrees to lease and by these presents does lease unto Lessee a certain thirty-seven daytime parking spaces and fourteen night time parking spaces (hereinafter "Spaces") in Atlanta, Georgia, on the property commonly known as 1887 Piedmont Road, Atlanta, Georgia 30324 (the "Premises") and more particularly described on Exhibit "A" attached hereto and made a part hereof. Exhibit "B" is attached hereto and made a part hereof for a more complete description of the rented Spaces.

1. TERM AND AMOUNT. The lease term shall begin and possession will be delivered on October 1, 2018 and shall end on March 31, 2019. The lease amount shall be \$700.00 per month. All rent payments are due by the 1st of each month. Rent payments are to be made payable to: Mugen, LLC. Rents not paid by the 10th of each month shall be subject to a late charge equal to 5% of said monthly payment, which the parties agree is Lessor's liquidated damages. If rent payments are not paid by the 20th day of the month, Lessor has the right to terminate the agreement by providing notice as provided in Item 7 below.

If the Tenant holds over after the expiration of the Lease a new month to month tenancy shall be created. The terms and conditions of this lease shall remain the same except that either party may terminate the lease upon giving 30 days written notice to the other party. Commencement of this lease is subject to final approval from the City of Atlanta.

2. USE. Lessee is hereby granted, the right to use the Spaces exclusively for parking of vehicles Monday through Sunday between the hours of 4AM and 4PM EST. Spaces shall be used only by Lessee's employees and customers. Spaces may not be used for storage of vehicles

and all vehicles must be removed from Spaces on a daily basis unless otherwise agreed to by Lessor in writing. Lessee shall not use the Spaces prior to 4AM or after 4PM. Lessee will be granted evening parking between the hours of 4PM and 4AM EST. The lease amount for evening parking shall be \$250 per evening for the first 6 months of the contract and \$125 afterwards. The rent payment for evening parking shall be added to the rent for the following month. Lessor has the right to remove or have removed any vehicles, at Lessee's expense if the Spaces are used outside of the agreed upon times or by unauthorized vehicles, and Lessor may terminate the Lease immediately by providing written notice to Lessee.

2. UPKEEP, REPAIRS AND MAINTENANCE. Lessee accepts the Spaces and the Premises in their present condition. Lessee may not make repairs, additions or modifications to the Premises without the prior written approval of Lessor.

3. INDEMNITY. Lessee further covenants that it will indemnify and save Lessor harmless against any and all legal liability, penalties, damages, expenses and judgments arising from injury or damage during the term hereof to persons or property occasioned wholly or in part by any act or acts, omissions or commissions of Lessee, Lessee's employees, Lessee's guests, Lessee's invitees, Lessee's licensees, Lessee's agents or trespassers growing out of the use and occupancy of the Premises or the Spaces.

Lessee shall, at its expense, procure and throughout the time that this Lease is in force, maintain Comprehensive General and Hazard Insurance with limits of at least \$1,000,000.00 per occurrence, and Property Damage Insurance with limits of replacement costs. Each insurance policy shall contain a clause expressly waiving any right of subrogation the insurer may have against Lessor, if reasonably available, and Lessee shall furnish Lessor with a certificate of such insurance showing said waiver of subrogation. All insurance required by this Lease shall be with an insurance company properly licensed by the Georgia State Insurance Commissioner to do business within the State of Georgia. Lessee shall furnish Lessor with certificates of such insurance and the comprehensive general liability certificates. Each certificate shall provide that insurer will give thirty (30) days written notice to Lessor prior to cancellation of the insurance

evidenced thereby. Lessor and Nakato, Inc. are to be named as additional insureds in all public liability policies.

4. **ITEMS LEFT IN VEHICLES.** Lessor shall not be responsible for damage or loss to possessions or items left in vehicles owned by Lessee, Lessee's employees, Lessee's guests, Lessee's invitees, Lessee's licensees, Lessee's agents or trespassers.

6. **DAMAGE TO VEHICLES.** Lessor shall not be responsible for damage to vehicles owned by Lessee, vehicles owned by Lessee, Lessee's employees, Lessee's guests, Lessee's invitees, Lessee's licensees, Lessee's agents or trespassers, whether or not such damage is caused by other vehicles or persons in the parking lot and surrounding area.

7. **NOTICE.** All notices provided for hereunder must be in writing. Such notices shall be effective three (3) days after delivery to the below addresses, by certified mail, return receipt requested, or upon actual delivery to Lessee or Lessor.

LESSEE:
1919 Piedmont, LLC
W. Roy Terbert, Manager
1500 Southland Circle, Suite M
Atlanta, GA 30328

LESSOR:
Migen, LLC
1887 Piedmont Road
Atlanta, GA 30324

8. **ATTORNEY'S FEES.** In the event either Lessor or Lessee bring suit against the other for the purpose of enforcing this Agreement, the prevailing party in said litigation shall have added to any award recovered in said suit by the Court an additional sum sufficient to pay the attorney's fees and litigation expenses.

9. **ENTIRE AGREEMENT.** This contract contains the entire agreement between the parties, and no representations, warranties or promises not contained herein shall be binding upon the parties hereto.

10. **LIENS.** Lessee covenants not to permit any lien to be filed against the property on account of non-payment or disputes with respect to labor or materials furnished in connection with any repairs or modifications or additions to the Premises, nor shall Lessee permit any judgment, lien or attachment on or against the property.

11. **GOVERNING LAW.** This agreement will be covered by and construed in accordance with Georgia law.

IN WITNESS WHEREOF, the undersigned executed this Lease on May 15 2018

LESSOR: Magen, LLC

By: 
Sachiro Sakano Takahara
2040cc HW113
Witness: 
Notary Public



LESSEE: 1919 Piedmont, LLC


By: 
JAMES B. CRUMLEY, Manager
Witness: 
Notary Public



Exhibit "A"

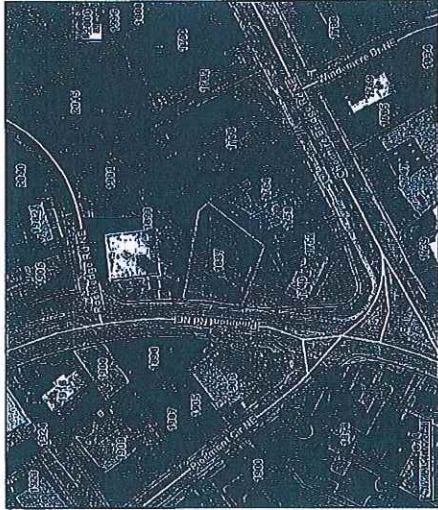
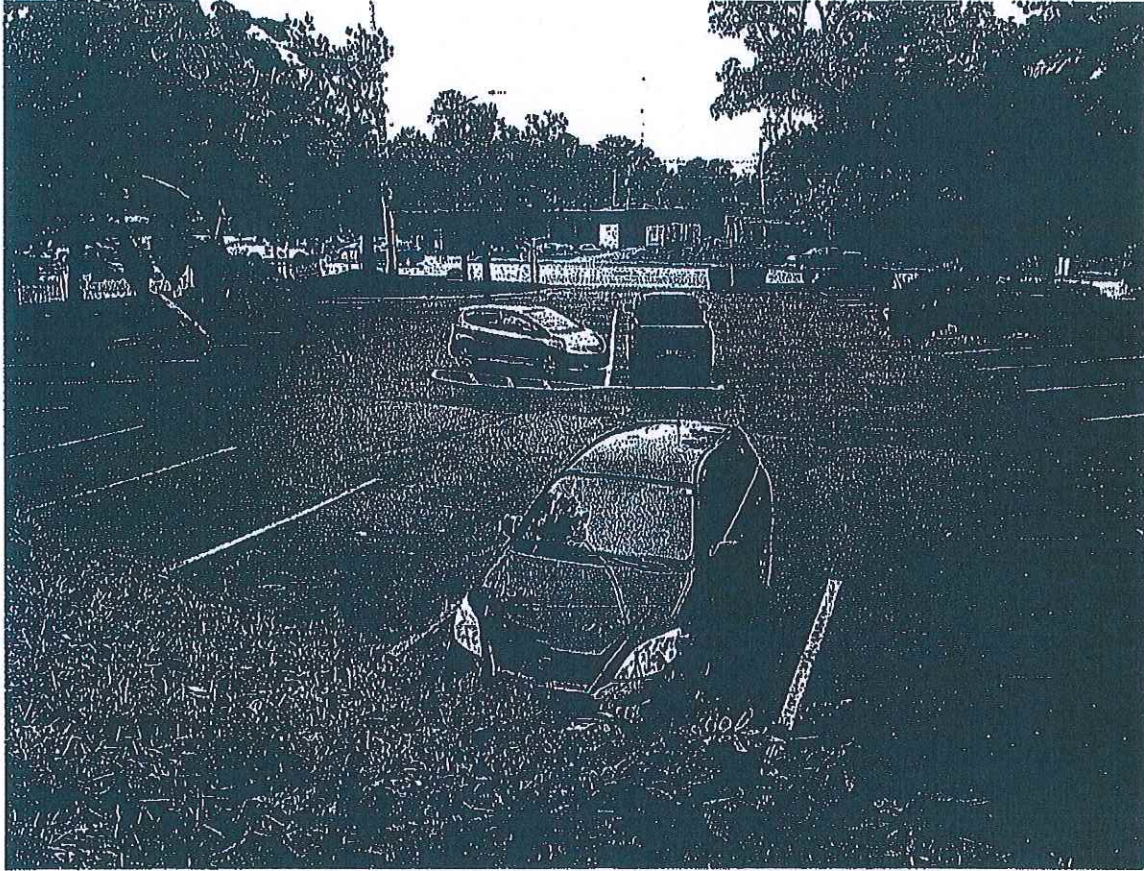


Exhibit "B"



EXHIBIT

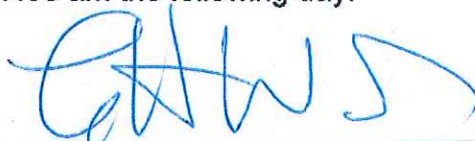
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DECLARATION OF 1919 PIEDMONT LLC

1919 Piedmont LLC is the Owner of a 1.32 acre parcel of land and the building thereon located in Land Lot 50 of the 17th District of Fulton County Parcel Number 17 00500001031 (the "Property"). The building is currently being renovated and proposed for two uses.

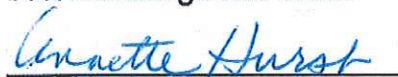
The lower floor of the Property will be used for a furniture gallery where museum quality and antique furniture is displayed for sale at "appointment only" viewings or through a curated private sale. In this setting, individuals will come to view and negotiate to buy one or two select pieces which have been purchased from private collections or auction galleries such as Christie's and Sotheby's.

In connection with the renovation the second floor of the building for an events facility by Carlyle's Catering, and an Application for Special Exception, 1919 Piedmont LLC declares that Carlyle's Catering has full and complete use of all parking on or associated with the Property from 11:00 am each day until 7:00 am the following day.



Lemuel H. Ward, Esq.
Attorney for 1919 Piedmont LLC

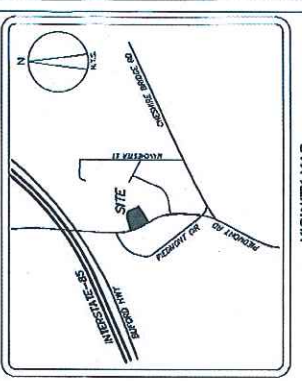
Personally appeared before me
the above named person who swears
that the information contained in this
affidavit is true and correct to their
best knowledge and belief.



Notary Public

08/21/2018
Date





VICINITY MAP

SURVEY NOTES

1. THIS SURVEY WAS PERFORMED BY JAMES H. RACKER, LICENSED SURVEYOR, AND BEING MADE IN ACCORDANCE WITH THE SURVEYING ACT, CHAPTER 133, ARTICLE 2, SECTION 2-202C, WITH AN EFFECTIVE DATE OF APRIL 6, 2015.
2. THIS PLAT WAS PREPARED FROM A FIELD SURVEY USING A TRIPLET SECOND ORDER TOTAL STATION.
3. THIS PLAT WAS PREPARED FROM A FIELD SURVEY USING A TRIPLET SECOND ORDER TOTAL STATION.
4. THE PLAT WAS DESIGNED FOR THE RECORDATION OF THE BOUNDARIES AND DISTANCES OF THE PROPERTY AND ALSO TO SHOW THE PRESENT AND PROPOSED IMPROVEMENTS AND TO SHOW THE LOCATION OF ANY EASEMENTS AND ENCUMBRANCES. THE PLAT IS SUBJECT TO ALL LEGAL ENCUMBRANCES AND RIGHTS OF WAY, PUBLIC OR PRIVATE.
5. ALL LOTS ARE 30' WIDE UNLESS NOTED OTHERWISE.
6. THIS PLAT IS SUBJECT TO ALL LEGAL ENCUMBRANCES AND RIGHTS OF WAY, PUBLIC OR PRIVATE.
7. NO PORTION OF THIS PROPERTY APPEARS TO BE WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE COUNTY OF ALTA AND DISTRICT OF SOUTHERN FLORIDA.
8. DISTANCES SHOWN ARE BASED ON THE ORIGINAL SURVEY RECORDS AND ARE SUBJECT TO REVISIONS AS NEW INFORMATION BECOMES AVAILABLE.
9. INFORMATION REGARDING THE PRESENT SIZE AND LOCATION OF UNDERGROUND UTILITIES HAS BEEN OBTAINED FROM THE CITY OF ALTA AND THE DISTRICT OF SOUTHERN FLORIDA.
10. THERE IS NO USABLE REMAINING OF THE USE AS A SOLID WASTE TREATMENT PLANT.
11. PROPERTY ADDRESS: 1919 PIEDMONT ROAD, ALPHARETTA, GA 30204
12. THE NUMBER OF MARKED PARKING SPACES: 49 INCLUDING 4 HANDICAP.
13. THERE IS NO USABLE REMAINING OF THE USE AS A SOLID WASTE TREATMENT PLANT.
14. THERE IS NO USABLE REMAINING OF THE USE AS A SOLID WASTE TREATMENT PLANT.
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30. THERE IS NO USABLE REMAINING OF THE USE AS A SOLID WASTE TREATMENT PLANT.

SURVEYOR'S CERTIFICATE

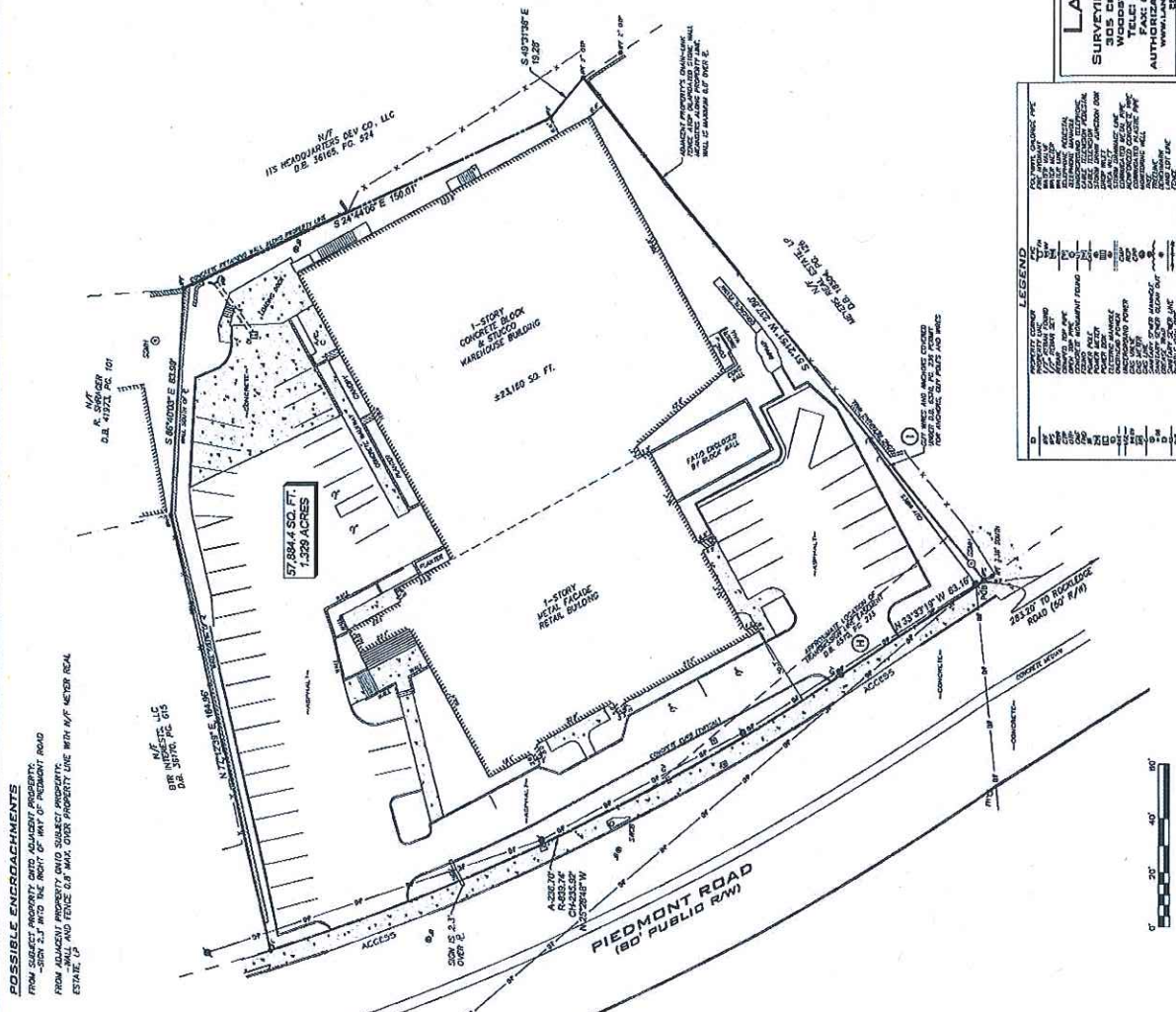
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MICHIGAN STANDARD SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND MAPPERS OF MICHIGAN. THE SURVEY WAS PERFORMED IN THE COUNTY OF ALTA AND DISTRICT OF SOUTHERN FLORIDA AND IS SUBJECT TO ALL LEGAL ENCUMBRANCES AND RIGHTS OF WAY, PUBLIC OR PRIVATE. THE SURVEY WAS COMPLETED ON 05/07/2015. DATE OF PLAT 05/07/2015.

ALTA/ALACHUA SURVEY FOR:
CHIEF OF POLICE'S OFFICE
 COMPANY
 LAND LOT 54
 CITY OF ALTA
 ALTA COUNTY, FL
 NAME
 DATE
 1" = 30'
 DRAWN BY
 CHECKED BY

LAND PRO
 SURVEYING AND MAPPING
 3000 WOODBRIDGE BLVD
 WOODBRIDGE, VA 20189
 TELE 404-386-2170
 AUTHORIZATION NO. LST 0006088
 WWW.LANDPROSURVEYS.COM

LEGEND

1	Property Line
2	Survey Boundary
3	Adjacent Property
4	Right-of-Way
5	Right-of-Way Line
6	Right-of-Way Boundary
7	Right-of-Way Centerline
8	Right-of-Way Edge
9	Right-of-Way Corner
10	Right-of-Way Station
11	Right-of-Way Station
12	Right-of-Way Station
13	Right-of-Way Station
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28	Right-of-Way Station
29	Right-of-Way Station
30	Right-of-Way Station



POSSIBLE ENCROACHMENTS
 FROM SUBJECT PROPERTY INTO ADJACENT PROPERTY:
 -SHOW 2.1' INTO THE RIGHT OF WAY OF PIEDMONT ROAD
 FROM ADJACENT PROPERTY INTO SUBJECT PROPERTY:
 AND FENCE 6.8' OVER OTHER PROPERTY LINE WITH N/7' WIDEY ROAD

ZONING NOTES
 PROPERTY ZONING: MNC-2-C MEDIUM DENSITY RESIDENTIAL, COMMERCIAL
 MINIMUM FLOOR AREA: 1,000 SQ. FT.
 MAXIMUM FLOOR AREA: 10,000 SQ. FT.
 MINIMUM SETBACKS: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
 MINIMUM BUILDING HEIGHT: 24 FT.
 MINIMUM BUILDING HEIGHT: 12 FT.

CRID 64-WEST 04

TITLE EXCEPTIONS

- 1) THE SURVEY IS BASED ON A TITLE REPORT PREPARED BY CHECKED TITLE INSURANCE COMPANY, COMMITMENT NUMBER 3-2025, WITH AN EFFECTIVE DATE OF APRIL 6, 2015.
- 2) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 3) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 4) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 5) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 6) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 7) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 8) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 9) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 10) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 11) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 12) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 13) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 14) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 15) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 16) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 17) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 18) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
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- 29) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.
- 30) RECORD TO 2015 PLOD FOR 1000 ALPHARETTA COMPANY, 10/24 A.S.N.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LINGING AND BEING IN LAND LOT 54, DISTRICT 17, CITY OF ALPHARETTA, ALTA COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED BY PLAT... [Detailed legal description text]