

Applicants must appear in person to file an application. Applications by mail or courier will not be accepted.



**APPLICATION FOR A SPECIAL ADMINISTRATIVE PERMIT (SAP)**  
**For SPI, Beltline Overlay, LW, MR, MRC, and NC Zoning Districts**  
City of Atlanta, Office of Planning (404/330-6145)

File No.: \_\_\_\_\_

APPLICANT (name) DeWayne Martin

COMPANY The Martin Firm

ADDRESS 55 Ivan Allen Jr. Blvd, Suite 820, Atlanta, GA 30308

PHONE NO. (404) 477-1282 EMAIL dmartin@martin-firm.com

PROPERTY LANDOWNER First Security and Exchange, LLP

ADDRESS 200 Marjane Drive, Macon, GA

PHONE NO. \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS OF PROPERTY 34 Irby Avenue, Atlanta, GA 30305

Land District 17 Land Lot 99 Council District 8 NPU B

Is property within the BeltLine Overlay District? Yes  No  Zoning Classification SPI-9 SA 2

DATE STAMP  
RECEIVED BY  
OFFICE OF  
PLANNING

**INSTRUCTIONS (approved SAP plans shall be included in Building Permit Application submittal to the Office of Buildings):**

- **Demolition Permits:** Applications for demolition permits shall not be approved until the SAP is approved.
- **Signage:** SAP approval for free-standing/monument and/or projecting structures only. Signage approval issued by Office of Buildings.
- **Photographs (buildings/site):** For alterations to existing building facades and/or site modifications to document existing conditions.
- **Submittal Package Requirements (See detailed checklist):**
  - 1) **Project Summary:** Provide cover letter describing new construction, alterations, repairs or other changes to the exterior of existing structures or to the site. Requests for administrative variations must be accompanied by a written justification for each.
  - 2) **Property Survey:** Submit two (2) copies. Lot consolidation, replatting or subdivision may be required prior to approval of SAP.
  - 3) **Site Plan (released for construction and sealed) and Building Elevations:**
    - a. **Initial Plan Submission:** Two (2) copies for initial review (four (4) copies that require DRI & NPU review). Also, copies of applicable Rezoning Legislation, Special Use Permit, Variance or Special Exception letters from Board of Zoning Adjustment.
    - b. **Final Plan Submission (after staff review) incorporating staff comments:** 11 copies of site plan and 5 copies of elevations.
    - c. **Other information:** Additional plans or documents may be required at the discretion of the Office of Planning.
  - 4) **Property Owner Authorization:** Submit required notarized owner consent per attached form.
  - 5) **Notice to Applicant:** Submit attached form with signature and date.
- **Additional Submittal Requirements (as applicable):**
  - 1) **BeltLine, NC-2, NC-10, NC-11, NC-12, NC-14 Districts:** Pre-application conference with Planning Staff is required prior to SAP submittal. **INCLUDE EXTRA COPY OF SUBMITTAL PACKAGE** for the required 21-day NPU review period as detailed below:
    - a. Mail a copy of the SAP application and plans which are stamped received by the Office of Planning to the NPU.
    - b. Submit a copy of U.S. Postal Service Certificate of Mailing within 5 business days of SAP application submittal.
    - c. Submit notarized Affidavit of NPU Notification within 5 business days of SAP application submittal.
  - 2) **Development Review Committee (DRC):** Projects within SPIs 1, 9, 12, 15, 16, 17 districts may require review by DRC.
  - 3) **Development of Regional Impact (DRI) Study:** Developments either; over 300,000 sf; or greater than 400 residential units; or a mixed-use development with more than 222 residential units require a DRI approval by GRTA and ARC.
    - a. **Initial submission:** DRI Form 1 with the SAP application. Planning staff will then submit information to GRTA and ARC.
    - b. **Final submission:** Copy of the DRI Notice of Decision letter shall be printed on the final site plan submission.
- **Watershed Management (DWM) Requirements (Section 74-504(a)):** consultation meeting with DWM is **REQUIRED** to determine applicable stormwater improvements. Call 404-330-6249 or visit [www.atlantawatershed.org/greeninfrastructure](http://www.atlantawatershed.org/greeninfrastructure)
- **Fees (non-refundable):** Payable to the "City of Atlanta" in the form of cash, credit card, personal or cashier check, or money order.
  - Exterior demo, outdoor dining new/expansion, or non-expansion: \$250.
  - Developments < 50,000 sqft of floor area: \$500.
  - Developments 50,000 to 250,000 sqft of floor area: \$1,000.
  - Developments ≥ 250,000 sqft of floor area: \$1,500.

I HEREBY AUTHORIZE CITY STAFF TO INSPECT PREMISES OF ABOVE DESCRIBED PROPERTY. I HEREBY DEPOSE THAT ALL STATEMENTS HEREIN ATTACHED & SUBMITTED ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Date 7/10/2014 Signature of Applicant DeWayne A. Martin

The City Code provides that Planning Director shall review each request for an SAP within 30 days of a filing of a **completed\*** application. (Atlanta Code Chapter 16, Section 16-25). \* Note: NPU/DRC notification and review, as applicable, are required to complete the SAP application.

(FOR OFFICE OF PLANNING OFFICE USE ONLY)

The above request for a Special Administrative Permit (SAP) was  approved or  denied on \_\_\_\_\_  
See attached Special Administrative Permit Approval Form(s) for detailed approval information.

Signed for Director, Office of Planning \_\_\_\_\_

Staff Reviewer - Print Name \_\_\_\_\_



City of Atlanta Office of Planning  
**SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION**  
**Submittal Checklist**

The following checklist is designed to assist petitioners in preparing required materials for SPI, Beltline Overlay, NC, LW, MRC, and MR districts. **Items omitted will delay applicant's review process.** The following items are required as part of a complete application for a Special Administrative Permit. **NPU Notification and DRC review, as applicable, are required as a part of a completed SAP application. Please note: \* FINAL APPROVED SAP PLANS ARE REQUIRED WITH THE PERMIT APPLICATION SUBMITTAL TO THE OFFICE OF BUILDINGS.**

- ✓ 1. **SAP Application Form and Property Landowner Authorization Form:** completed with notarized signatures.
- ✓ 2. **Notice to Applicant Form:** with signature and date.
- ✓ 3. **Project Summary:** Provide cover letter clearly describing all new construction, alterations, repairs or other changes to the exterior appearance of existing structures or site. **Any administrative variations ARE REQUIRED to be accompanied by a written justification for each variation requested.**
- ✓ 4. **Property Survey:** Two (2) copies of survey (for new single-family and duplex construction, show existing footprints of principal structures on adjoining lots fronting the same street).
- ✓ 5. **Site Plan (drawn to scale, released and sealed for construction) of proposed improvements showing items listed below\*.** **Initial Submission:** two copies (three if DRI approval required) for staff review. **Final Submission (after staff review):** 11 copies.
  - a) Date, north arrow, and graphic scale.
  - b) Adjacent streets, with street names, property lines and dimensions, and easements.
  - c) **Existing conditions to remain:** identify all overhead utility poles, transformers, above ground stormwater detention areas and inlets.
  - d) **Proposed new installations:** Identify the number, type and location of new street lights, transformers, AC units and other similar mechanical/accessory equipment at or above grade. Identify such items in the public right-of-way which final approval by Department of Public Works or GDOT is required.
  - e) Specify location and widths for all Sidewalks (street furniture and clear zones) and Supplemental Zones.
  - f) Ground floor layout plan with building and tenant entrances also shown
  - g) Street-front ground floor façade fenestration – vertical/horizontal window dimensions and % of façade length
  - h) Outdoor dining – seating plan, dimensions, and % of business establishment floor area
  - i) Height of structures (including fences/walls)
  - j) Parking, driveway and curb cut layout and dimensions (auto, truck loading, & bicycle/moped)
  - k) Location of parking deck light fixtures. Also indicate amount of foot-candles, and type of light fixture
  - l) **Landscape plan:** Planting locations including street trees (with tree species and calipers indicated), parking lot and other on-site landscaped areas (with the dimensions and percentage of lot calculated).
  - m) **Site Plan Specifications Table\*** (show specifications in table form on site plan):
    - Zoning Classification, Net Lot Area & Gross Land Area, Floor Area Ratio (FAR), square footage of structures & individual uses
    - Number of minimum and maximum required parking spaces (auto & bicycle/moped), & loading spaces\*\*
    - **For commercial\*\* uses:**
      - Maximum building coverage
      - Public space area (PSR)
    - **For residential\*\* uses:**
      - Number of total dwelling units and bedroom count per unit.
      - Total open space (TOSR) as applicable
      - Total useable space (UOSR) – amount specified for balconies, rooftop terraces, plazas/parks, etc.
- X 6. **Rooftop plan** when counted towards open space requirements.
- ✓ 7. **Elevation drawings of all building facades** (5 copies)
- X 8. **Section drawing(s)** as needed showing required sidewalks, supplemental zones (with retaining walls), and building façade & finished floor-level dimensioned within 5 feet above the adjacent sidewalk-level
- X 9. **DRI conditions of approval, rezoning legislation, variance or special exception letters** printed on site plan.
- X 10. **Beltline Overlay District, NC-2, NC-10, NC-11, and NC-12 properties:**
  - Notarized Affidavit of NPU Notification, and Copy of U.S. Postal Service Certificate of Mailing.
- X 11. **Zoning Conditions/Approvals:** provide copies of applicable Rezoning Legislation, Special Use Permit, Variance or Special Exception letters from Board of Zoning Adjustment.
- 100 12. **Other information necessary for the SAP as requested by staff.**
- X 13. **Watershed Management (DWM) Requirements (Section 74-504(a)):** consultation meeting with DWM is **REQUIRED** to determine applicable stormwater improvements. Call 404-330-6249 or visit [www.atlantawatershed.org/greeninfrastructure](http://www.atlantawatershed.org/greeninfrastructure)



City of Atlanta Office of Planning  
**SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION**  
Notice to Applicants

File # \_\_\_\_\_

The applicant hereby acknowledges notification that in the process of design review in connection with the issuance of a **Special Administrative Permit (SAP)**, the City of Atlanta Office of Planning (OOP) will only review such documents as are deemed necessary for the approval of a project concept in compliance with the district regulations set forth in the City of Atlanta Zoning Code. Such documents may include, without limitation, the elevations of the structures proposed and site plans specifying the arrangement of such structures and other features of the project, but generally will not include a full set of construction drawings. This level of review is for the purpose of determining compliance with those sections of the Zoning Code applying to the district where the project is located or to be located and to allow the applicant the flexibility to receive approval for a project concept without the requirement that a full set of construction drawings, that would otherwise be necessary to obtain a building permit, be prepared, presented and reviewed.

**It is the applicant's duty to ensure that all drawings or plans, that may be required for further permitting of the actual construction of the project, will result in a finished project that complies with the elevations, site plan and other plans on which the SAP was granted.** The applicant is further notified that neither the Office of Buildings nor any of the other City of Atlanta agencies that review any other part of the overall project plans for compliance to building codes, zoning codes, the tree preservation, the riparian buffers ordinance, land disturbance regulations, drainage and sewer capacity or any other regulations in effect at the time of plan review have the authority to approve any changes to the exterior appearance of structures or site plans in a SAP.

It is the responsibility of the applicant to ensure that any changes required, requested, or allowed by any other City agency or any other agency reviewing the plans during any part of the building permit process will not alter the exterior appearance of any structure or cause the relocation, rearrangement and/or reorientation of any feature of the site plan. Therefore, it is important for the applicant to be aware that even changes which may be in compliance with other codes, including without limitation, an increase to the height of the structure, whether resulting from changes to the foundation plan or the grading plan of the site, alterations to the interior layout of the structure that affect the location or size of exterior doors or windows, or changes to the method of construction for any floor of a structure or the roof of any structure, may affect the exterior appearance in a manner which could cause the finished structure to be out of compliance with the elevations approved by the OOP.

The applicant is further put on notice that the location of any feature specified on the site plan is not to be changed from that location which is specified on the site plan approved by the OOP. This includes, without limitation, any such changes that might affect the setbacks of any structure, the orientation of structures or features on the lot, including, without limitation, accessory buildings, the location and size of driveways, walkways, fences, parking pads, parking spaces, loading zones and service areas. It shall be the responsibility of the applicant to ensure that any changes required by any agency reviewing plans for the project remain consistent with the site plan and elevations approved by the OOP. It shall be the responsibility of the applicant, not the OOP, to monitor any plan changes during the permitting of the project to be sure that such changes do not affect the elevations and site plan approved by the OOP at the time of issuance of the SAP.

It is also the responsibility of the applicant to ensure that any changes made on site during the construction of the project, regardless of whether such changes are approved by a City building inspector, or representative of another City agency as being in compliance with the building codes or other applicable codes, do not result in a change to the exterior appearance of a structure or in a change to the site plan. The City of Atlanta Zoning Ordinance provides a process under which changes to the elevations and site plan in a SAP may be approved, however such approval is not guaranteed and the applicant is hereby notified that such changes are based on the application of the district regulations and not on the fact that a hardship, financial or otherwise may result if such permission is not given. The duty to adequately monitor the construction of the project to ensure compliance to the approved SAP and or any other City permit shall at all times be on the applicant, who assumes all risk of loss, financial or otherwise, from enforcement actions that result from the failure to comply with the SAP or any other City permit.

The applicant acknowledges that relief from any stop work order or other enforcement action, whether resulting from action taken by the OOP staff, the Office of Buildings staff or by the staff of any other City agency, must be appealed within the time and in the manner provided by the City Code. The applicant further acknowledges that the decision to apply to the OOP for permission to alter the approved plans is not an appeal of a stop work order or other enforcement action. The applicant acknowledges that it is solely within their own discretion to choose a process to resolve any dispute arising from the interpretation of any ordinance, the issuance of a stop work order or any other enforcement action and that the resolution of any such matter shall be made in compliance with the City Code and other applicable laws. The applicant further acknowledges that no written or oral representation of any City officer, employee, agent or elected official can waive or modify the City Code.

DeWayne N. Marnin  
 Applicant Printed Name

DeWayne N. Marnin  
 Applicant Signature

6/18/14  
 Date



City of Atlanta Office of Planning  
**SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION**  
Development Controls Specifications

File #

These forms are intended to assist applicants in preparing the required submission materials for a Special Administrative Permit approval. In addition to these forms to be completed by the applicant, all applicable specifications should be shown on the site plan in chart form. Items omitted will delay the plan review process. Refer to City of Atlanta Zoning Code (Chapters 8, 1, and 28) for clarification.

<b>Definitions and Methods of Calculation</b>				
<ul style="list-style-type: none"> <li>• <u>Net Lot Area (NLA)</u> <input type="checkbox"/> length of property line <input type="checkbox"/> width of property line</li> <li>• <u>CA for corner lots</u> <input type="checkbox"/> (NCA) <input type="checkbox"/> (street A right-of-way width <input type="checkbox"/>2) <input type="checkbox"/> (street A length of property line) <input type="checkbox"/> (street B right-of-way width <input type="checkbox"/>2) <input type="checkbox"/> (street B length of property line) <input type="checkbox"/> (street A right-of-way width <input type="checkbox"/>2) <input type="checkbox"/> (street B right-of-way width <input type="checkbox"/>2)</li> <li>• <u>CA (with only one front yard adjacent to street)</u> <input type="checkbox"/> (NCA) <input type="checkbox"/> (street right-of-way width <input type="checkbox"/>2) <input type="checkbox"/> (length of front property line)</li> <li>• <input type="checkbox"/> CA may include half of the right-of-way (including streets, parks, lakes and cemeteries) up to 50 feet in width.</li> <li>• <input type="checkbox"/> CA shall not be used for calculating FAR for properties within single-family or two-family-zoned subareas of SPI districts.</li> <li>• <u>Building Foot Coverage provided</u> <input type="checkbox"/> (net lot area minus area of building footprint) <input type="checkbox"/> (net lot area)</li> </ul>				
<b>Lot Size (in square footage)</b>				
<input type="checkbox"/> Gross Land Area (GLA)				
Net Lot Area (NLA) <span style="float: right; color: blue;">.273 Acres</span>				
<b>Floor Area Ratio (FAR) as applicable Check which used for residential: <input type="checkbox"/> LA or <input type="checkbox"/> NLA</b>				
	Residential FAR Ratio	Residential Square Footage	Non-Residential FAR Ratio	Non-Residential Square Footage
Base Allowed				
<input type="checkbox"/> Base Provided			.50	6600 Square Feet
Bonus Allowed				
<input type="checkbox"/> Bonus Provided				
<b>Bonus FAR Program (check bonus utilized if applicable)</b>				
Transit Station <input type="checkbox"/>	Ground Floor Retail <input type="checkbox"/>	Open Space and New Streets <input type="checkbox"/>	Community Center Facilities <input type="checkbox"/>	Workforce Housing <input type="checkbox"/>
<b>Residential Units</b>			<b>Total Provided:</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1em;"></span>	
Number of Units Provided (without bonus)				
Number of Bonus Units Provided (without workforce housing)				
Number of Bonus Workforce Housing Units Provided (20 required)				
Total Number of Units per Acre				
<b>Building Coverage <input type="checkbox"/> or Lot Coverage <input type="checkbox"/> (check applicable as required per zoning district)</b>				
	Percentage (%)		Square Footage	
<input type="checkbox"/> Max. Permitted				
Provided	.61			
<b>Penetration (of each street-fronting facade calculated separately per district regulations)</b>				
	Residential Façade Percentage (%)		Non-residential Façade Percentage (%)	
	on Local Street	on Arterial/Collector	on Local Street	on Arterial/Collector
<input type="checkbox"/> Min. Required				
Provided (specify for each street)				



City of Atlanta Office of Planning  
**SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION**  
Development Controls Specifications

File # [ ]

**Non-Residential Public Space Requirements** (refer to Chapter 28 for clarification)

<b>PSR: Public Space Requirements for Non-residential &amp; Mixed-use Developments</b>		
<i>(These are areas not counted towards UOSR)</i>		
<b>Public Space provided = (square footage area of exterior space) + (square footage area of interior space)</b>		
	Percentage (%)	Total Square Footage
Minimum Required		
Provided		
<b>Square Footage Breakdown of PSR amounts provided by the following:</b>		
<b>EXTERIOR</b> (accessible to general public such as landscaped areas, plazas, terraces, patios, observation decks, fountains, sidewalks, common areas, open recreational spaces, etc.)		
<b>INTERIOR</b> (ground-level area accessible to the general public during normal business hours such as malls, galleries, atria, lobbies, concourses, plaza, walkways, fountains, landscape areas for public recreation, pedestrian seating, or eating and similar public amenities)		

**Parking and Loading Requirements** (refer to district regulations and Chapter 28 for clarification)

Residential Unit Breakout				
Number of Studios	Number of 1 BR	Number of 2 BR	Number of 3 BR	Number of 4 BR
On-site Parking Spaces	Residential		Non-residential Uses	
	Minimum Required		88	
	Provided		8	
Maximum Allowed				
Bicycle Parking Spaces	Residential		Non-residential Uses	
	Minimum Required			
	Provided			
On-site Loading Spaces (see applicable zoning district requirements or Section 16-028.015)				
	Residential/Hotel		Non-residential Uses (break out by use)	
Minimum Required (specify for each use)				
Provided (specify for each use)				



City of Atlanta Office of Planning  
**SPECIAL ADMINISTRATIVE PERMIT (SAP) APPLICATION**  
Notarized authorization by Property Landowner

File # \_\_\_\_\_

(Required only if applicant is not the owner of the property subject to the application)

TYPE OF APPLICATION: Special Administrative Permit

I, First Security and Exchange Partnership LP SWEAR THAT I AM THE LANDOWNER  
owner(s) name

OF THE PROPERTY LOCATED AT: 24 Irby Avenue, Atlanta, Georgia 30305

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 ACT AS THE APPLICANT IN THE PURSUIT OF THIS  
APPLICATION.

NAME OF APPLICANT (PRINT CLEARLY):

Dewayne N. Martin

ADDRESS: 55 Ivan Allen Jr. Blvd Suite 820 Atlanta, Georgia 30308

TELEPHONE: (404) 477-1282 EMAIL: dmartin@martin-firm.com

Harriet E Swann  
Signature of Property Landowner

HARRIET E Swann  
Print Name of Property Landowner

Exec. of First Sec.  
and Exchange  
Part. LP

Personally Appeared  
Before Me

Harriet Swann

Who Swears That The  
Information Contained  
In this Authorization  
Is True and Correct  
To The Best of His or Her  
Knowledge and Belief.

Jay W. Butler  
Signature of Notary Public

6/19/14  
Date

My Commission expires 9/11/14

Shared Parking Agreement

# PROJECT SUMMARY

## **SUMMARY OF SHARED PARKING ARRANGEMENT**

Irby, LLC leases commercial space located at 34 Irby Avenue, Atlanta, Georgia. Irby, LLC operates a business known as Park Bench Tavern in a portion of the Premises and it subleases the remainder of the Premises to a subtenant that operates a business known as Stagecoach Bar in the remaining portion of the Premises.

Irby, LLC previously received an Administrative Parking Variance to reduce the required number of on-site parking spaces for both businesses operating on the Premises. The current total of on-site parking spaces consist of ten (10) parking spaces at the rear of the business and eight (8) parking spaces at the front of the business.

The SPI 9 SA 2 Zoning District regulations require eating and drinking establishments that derives more than sixty percent (60%) of their gross receipts from the sale of alcohol to have one parking space for every seventy-five square feet of floor area. The total square footage of the Premises where the Park Bench Tavern and Stagecoach Bar operate is 6,600 square feet. A total of eighty-eight (88) parking spaces are required for Park Bench Tavern and Stagecoach Bar to meet SPI 9 SA 2 Zoning District Regulations.

Irby, LLC proposes to convert the area where the ten (10) parking spaces are located at the rear of the business into an outdoor patio. After the rear area is converted into an outdoor patio, there will be eight (8) on site parking spaces. Irby, LLC will to provide eighty (80) off site parking spaces to meet the parking requirements of the SPI 9 SA 2 Zoning District Regulations. Eighteen (18) off-site parking spaces will be located in a parking lot located at 3191 Paces Ferry Place, Atlanta, Georgia, forty (40) off-site parking spaces will be located in a parking lot located at 61 Irby Avenue, Atlanta, Georgia, twelve (12) parking spaces located a parking lot located at 3211 Cains Hill, NW, Atlanta, Georgia and ten (10) parking spaces will be located in a parking lot located at 3155 Roswell Road, Atlanta, Georgia.

### **Property Owner's Contact Information:**

#### **3191 Paces Ferry Place**

Bruce H. Foster  
3060 Peachtree Road, Suite 1020  
Atlanta, Georgia 30305

#### **61 Irby Avenue**

Executive Parking Systems, Inc.  
2566 Shallowford Road  
Suite 104, 175  
Atlanta, Georgia 30345

#### **3211 Cains Hill**

Executive Parking Systems, Inc.  
2566 Shallowford Road  
Suite 104, 175  
Atlanta, Georgia 30345



**3155 Roswell Road**  
Executive Parking Systems, Inc.  
2566 Shallowford Road  
Suite 104, 175  
Atlanta, Georgia 30345

**WRITTEN  
NOTARIZED  
CONSENT OF  
PROPERTY  
OWNERS**

**PROPERTY OWNER CONSENT TO SHARED PARKING ARRANGEMENT**

I, BRUCE H. FOSTER, the owner or owner's authorized representative for the property located at 3191 Paces Ferry Place, Atlanta, Georgia (the "Premises") authorize JLA Holding, Inc. d/b/a Park Bench Tavern to utilize eighteen (18) parking spaces on the Premises for its patrons during its hours of business.

By: Bruce H Foster

Name: BRUCE H. FOSTER

DeWayne N. Martin  
Sworn and subscribed before me this  
the 1st day of JULY, 2014.

[Notary Public]

My commission expires \_\_\_\_\_

DeWayne N Martin  
Notary Public, Fulton County, GA  
My Commission Expires December 28, 2017

**PROPERTY OWNER CONSENT TO SHARED PARKING ARRANGEMENT**

I, Zach Wejch, the owner or owner's authorized representative for the property located at 3211 Cains Hill, Atlanta, Georgia (the "Premises") authorize Irby, LLC d/b/a Park Bench Tavern to utilize twelve (12) parking spaces on the Premises for its patrons during its hours of business.

By: [Signature]

Name: \_\_\_\_\_

DeWayne N. Martin  
Sworn and subscribed before me this  
the 21<sup>st</sup> day of June, 2014.

[Notary Public]

My commission expires \_\_\_\_\_

**DeWayne N Martin**  
**Notary Public, Fulton County, GA**  
**My Commission Expires December 28, 2017**

**PROPERTY OWNER CONSENT TO SHARED PARKING ARRANGEMENT**

I, Za. L. W. John, the owner or owner's authorized representative for the property located at 61 Irby Avenue, Atlanta, Georgia (the "Premises") authorize Irby, LLC d/b/a Park Bench Tavern to utilize forty (40) parking spaces on the Premises for its patrons during its hours of business.

By: [Signature]

Name: \_\_\_\_\_

DeWayne N. Martin  
Sworn and subscribed before me this  
the 21<sup>st</sup> day of June, 2014.

[Notary Public]

My commission expires \_\_\_\_\_

**DeWayne N Martin  
Notary Public, Fulton County, GA  
My Commission Expires December 26, 2017**

**PROPERTY OWNER CONSENT TO SHARED PARKING ARRANGEMENT**

I, Zach Wejch, the owner or owner's authorized representative for the property located at 3155 Roswell Road, Atlanta, Georgia (the "Premises") authorize Irby, LLC d/b/a Park Bench Tavern to utilize ten (10) parking spaces on the Premises for its patrons during its hours of business.

By: [Signature]

Name: \_\_\_\_\_

DeWayne N. Martin

Sworn and subscribed before me this the 27<sup>th</sup> day of June, 2014.

[Notary Public]

My commission expires \_\_\_\_\_

**DeWayne N Martin  
Notary Public, Fulton County, GA  
My Commission Expires December 28, 2017**

**PROPERTY  
OWNERS  
VERIFICATIONS**

## Parcel Details

17 00990002014  
3191 PACES FERRY PL NW  
FOSTER BRUCE H



Google Street

View



Virtual Earth

- **PlanningMapTaxPublic SafetySchoolsCensus 2010Housing Survey**

### Planning Designations

Property in Atlanta city limits	Yes
USPS ZIP Code	30305
District/Landlot	17-99 <a href="#">lot boundary map</a>
Zoning	<a href="#">SPI-9 SA3</a>
Primary	-
Overlay	<a href="#">Official Zoning Map (pdf)</a>
Maps	<a href="#">Online Map</a>
Future Land Use	High-Density Commercial (HDC)
NPU	B
Adjacent NPU (within 300 feet)	-
Neighborhood	South Tuxedo Park
Council District	8
Renewal Community	No
Empowerment Zone	No
New Market Tax Credits	No
Livable Centers Initiative (LCI)	Buckhead
Tax Allocation District (TAD)	-
Supportive Housing	Meets distance requirements
Distance Eligibility	
Neighborhood Stabilization Program	No
Neighborhood Stabilization Program 3	No
Opportunity Zone	No
Community Development Impact Areas	No
Urban Redevelopment Areas	No
Property in Murphy Triangle	No
Inspection Arborist	NW
Inspection Building	Owen
Inspection Electrical	Lavigne
Inspection HVAC	Smith
Inspection Plumbing	Starr
Potential Brownfield	-



17 00990002028  
3211 CAINS HILL PL NW  
FLOYD JACKSON C JR



Google  
Street View



Virtual Earth

• **PlanningMapTaxPublic SafetySchoolsCensus 2010Housing  
Survey**

**Planning Designations**

Property in Atlanta city limits	Yes
USPS ZIP Code	30305
District/Landlot	17-99 <a href="#">lot boundary map</a>
Zoning	
Primary	<a href="#">SPI-9 SA3</a>
Overlay	-
Maps	<a href="#">Official Zoning Map</a> (pdf) <a href="#">Online Map</a>
Future Land Use	High-Density Commercial (HI
NPU	B
Adjacent NPU (within 300 feet)	-
Neighborhood	South Tuxedo Park
Council District	8
Renewal Community	No
Empowerment Zone	No
New Market Tax Credits	No
Livable Centers Initiative (LCI)	Buckhead
Tax Allocation District (TAD)	-
Supportive Housing	Meets distance requirements
Distance Eligibility	
Neighborhood Stabilization Program	No
Neighborhood Stabilization Program 3	No
Opportunity Zone	No
Community Development Impact Areas	No
Urban Redevelopment Areas	No
Property in Murphy Triangle	No
Inspection Arborist	NW
Inspection Building	Owen
Inspection Electrical	Lavigne
Inspection HVAC	Smith
Inspection Plumbing	Starr
Potential Brownfield	-

17 00990017017  
3155 ROSWELL RD NE LOT 100  
WOODALL FAMILY ENTERPRISES L L L P



Google Street View



Virtual Earth

• **PlanningMapTaxPublic SafetySchoolsCensus 2010Housing Survey**

**Planning Designations**

Property in Atlanta city limits	Yes
USPS ZIP Code	30305
District/Landlot	17-99 <a href="#">lot boundary map</a>
Zoning	
Primary	<a href="#">SPI-9 SA2</a>
Overlay	-
Maps	<a href="#">Official Zoning Map</a> (pdf) <a href="#">Online Map</a>
Future Land Use	High-Density Commercial (HI
NPU	B
Adjacent NPU (within 300 feet)	-
Neighborhood	Buckhead Forest
Council District	7
Renewal Community	No
Empowerment Zone	No
New Market Tax Credits	No
Livable Centers Initiative (LCI)	Buckhead
Tax Allocation District (TAD)	-
Supportive Housing	Meets distance requirements
Distance Eligibility	
Neighborhood Stabilization Program	No
Neighborhood Stabilization Program 3	No
Opportunity Zone	No
Community Development Impact Areas	No
Urban Redevelopment Areas	No
Property in Murphy Triangle	No
Inspection Arborist	NE
Inspection Building	Johnson
Inspection Electrical	Lavigne
Inspection HVAC	Smith
Inspection Plumbing	Starr
Potential Brownfield	-

# PARKING LEASES

**AMENDMENT TO EXCLUSIVE LICENSE FOR PARKING USE**

**THIS AMENDMENT TO EXCLUSIVE LICENSE FOR PARKING USE** ("Amendment") by and between **Bruce H. Foster**, an individual resident of the state of ("Owner" or "Licensor"), and **JLA Holdings, Inc. d/b/a Park Bench**, a Georgia corporation ("Licensee") is made as of the 25 day of May 2014.

**WHEREAS**, on April 1, 2012, Owner and Licensee executed that certain Exclusive License for Parking Use; and

**WHEREAS**, the Parties desire to amend the Exclusive License for Parking Use to reflect that the Licensee has the exclusive right to use the parking spaces at the Owner's office building located at 3191 Paces Ferry Place, Atlanta, Georgia 30305 on certain days for certain periods of time;

**NOW, THEREFORE FOR AN IN CONSIDERATION** of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, and the mutual covenants and benefits flowing among the parties, Owner and Licensee agree to amend the Exclusive License for Parking Use as follows:

1. Paragraph A of the Exclusive License for Parking Use is hereby amended by deleting it in its entirety.

---

and replacing in lieu thereof the following:

A. Park Bench desires to use parking spaces at Owner's office building located at 3191 Paces Ferry Place, Atlanta, Georgia 30305 for parking for the patrons of its Business. Owner desires to grant Park Bench an exclusive license to use the parking spaces at its office building for the purpose of parking Park Bench's patrons.

2. Paragraph 1 of the Exclusive License for Parking Use is hereby amended by deleting the word, "limited" and the end of the first line of the first sentence.

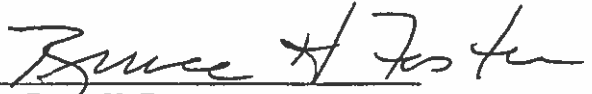
3. Paragraph 1 of the Exclusive License for Parking Use is further amended by adding a paragraph 1(b) which shall state the following:

1(b) The tenants of the Owner's office building shall have exclusive use of the parking spaces at the office building from 3:00 am Eastern Time until 9:00 pm Eastern time.

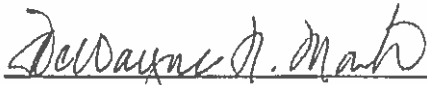
*[Signatures on Following Page]*

**OWNER:**

**Bruce H. Foster**

By:   
Name: Bruce H. Foster


Sworn before me this the 1<sup>st</sup> day of  
July 2014

  
[Notary Public]  
My Commission Expires \_\_\_\_\_

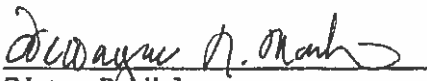
**DeWayne N Martin**  
Notary Public, Fulton County, GA  
My Commission Expires December 26, 2017

**PARK BENCH:**

**JLA Holdings, Inc.**  
a Georgia corporation

By:   
Name: Larry Hall  
Its: Member

Sworn before me this the 21<sup>th</sup> day of  
June 2014

  
[Notary Public]  
My Commission Expires \_\_\_\_\_

**DeWayne N Martin**  
Notary Public, Fulton County, GA  
My Commission Expires December 26, 2017

## EXCLUSIVE LICENSE FOR PARKING USE

THIS LICENSE AGREEMENT ("License") is made and entered into by and between BRUCE H. FOSTER ("Owner" or "Licensor") and JLA HOLDINGS, INC., a Georgia corporation doing business under the name and style PARK BENCH ("Park Bench") to be effective as of April 1, 2012.

### STATEMENT OF BACKGROUND AND PURPOSE

A. Park Bench has secured a parking variance from the City of Atlanta ("City") with respect to its nightclub operations located at 34 Irby Avenue, Atlanta, Georgia 30305 (the "Business") and intends to utilize fourteen of its onsite parking spaces for an outside entertainment area. Therefore, in order to maintain adequate parking, Park Bench desires to have certain parking spaces located in the parking lot at Owner's office building ("Office Lot") located at 3191 Paces Ferry Place, Atlanta, Georgia 30305, be available on a limited exclusive basis to the customers and employees of the "Business". Owner's tenants at the Office Building currently include General Acquisitions Corp., Tidewater Capital, Builders II and the Tanner Companies ("Office Tenants") and each tenant lease has provisions which address parking restrictions within the Office Lot. Owner has advised Park Bench of those restrictions, including the right of employees of Office Tenants to park in the Office Lot at all times, including the restricted hours designated for limited exclusive use by Park Bench and the prohibition of usage by third parties during normal business hours. Attached to this License as Exhibit A is a schematic of the Office parking lot.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Park Bench agree as follows:

1. Grant of Exclusive License. Owner does hereby grant and designate for limited exclusive use by customers and employees of Park Bench (the "Licensed Use"), eighteen (18) parking spaces shown on Exhibit A. The Licensed Use shall be strictly limited to the following days and periods of time:

- (a) On Monday, Tuesday, Wednesday, Thursday, Friday and Saturday evenings between the hours of 9:00 PM Eastern Time through 3:00 AM Eastern Time of the following morning.

The Licensed Use precludes any parking by customers or employees of the Business at any other times or locations. At the end of such restricted periods, Owner shall cause any unclaimed vehicles to be towed from the Office Lot.

2. Insurance and Indemnity Requirements.

Park Bench, at its expense, shall at all times during this License maintain adequate commercial general liability insurance coverage with respect to its Business, including so called Drunk Shop or Liquor Liability Coverage insuring against personal injury and damage to real and personal property (including automobiles) which names Owner as additional insured thereunder and the Office Lot as part of the insured premises covered by such policy. Park Bench shall provide Owner with copies of such insurance policy and a Certificate evidencing such coverage issued by the insurance company prior to any parking activity commencing under this License. Park Bench does hereby indemnify and shall hold Owner harmless from any liability arising out of claims asserted by any Park Bench customers for personal injury or damage to property that arises in connection with parking use in the Parking Lot, including expenses for reasonable attorney's fees, court costs and litigation costs.

3. License Fees.

Park Bench shall pay to Owner an annual License Fee of Twelve Thousand and No/100 Dollars (\$12,000) payable in advance in monthly installments of One Thousand and No/100 Dollars (\$1,000) on the 1st day of April, 2012 and payable the first day of each calendar month thereafter for the first through the fifth year this License continues in effect. On the sixth through the tenth anniversary of the License for each year this License continues in effect, the License Fee shall increase by One Thousand Dollars (\$1,000.00) per annum for each succeeding twelve month period and the monthly installment due from Park Bench shall be equal to one-twelfth of the annual License Fee in effect from time to time during such periods. License fees payable hereunder shall be made payable to Bruce Foster and remitted to 3060 Peachtree Road, Suite 1020, Atlanta, Georgia 30305 or such other address as may be determined by Owner. A termination of this License shall correspondingly terminate the License Fee as of the termination date.

4. License Term.

The License term is for approximately ten (10) years (the "Term") subject to the following:

(a) This License may be terminated at any time by Owner at Owner's discretion without cause by giving thirty (30) days prior written notice to Park Bench.

(b) This License may be terminated by Park Bench any time after the first twelve (12) months by giving sixty (60) days' prior notice in writing to Owner.

5. Entire License.

This License agreement between Owner and Park Bench contains the entire agreement between or among the parties. This License may be amended only in writing signed by all parties. This License may not be transferred or assigned by Park Bench to any successor operator of the Business and is personal to Park Bench. This License and the parking usage contemplated pursuant to this License shall be governed by the laws of the State of Georgia and the City's Code, statutes and regulations governing the Business and the Office Lot. Time is of the essence of this License.

6. Notices.

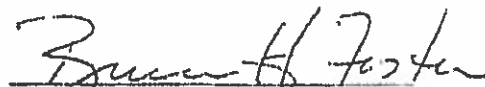
All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been fully given, whether actually received or not, when deposited, postage prepaid, in the United States Mail, certified, return receipt requested, and addressed to Owner or Park Bench at their respective address set forth below or at such other address as either party shall have theretofore given to the other by notice as herein provided. Park Bench hereby designates and appoints as its agent the person in charge of the Business at the time said notice is given or occupying said Business at said time; and, if no person is in charge of or occupying the said Business, then such service or notice may be made by attaching the same, in lieu of mailing, on the main entrance to the Business.

IN WITNESS WHEREOF, this License has been executed by the duly authorized officers, members, managers or representatives of the undersigned parties.

OWNER:

BRUCE H. FOSTER

By:



3060 Peachtree Road NW  
Suite 1020  
Atlanta, Georgia 30305

PARK BENCH/LICENSEE:

JLA HOLDINGS, INC.

By:



34 Irby Avenue  
Atlanta, Georgia 30305  
ATTN: Larry Hall



## AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES

This Agreement for Parking Lot Management Services (this "Agreement") is made and entered into by and between Irby, LLC., a Limited liability company whose address is 34 Irby Avenue, Atlanta, Georgia 30305, ("Park Bench Tavern"), and Executive Parking Systems, Inc., a Georgia corporation whose address is 2566 Shallowford Rd. Ste.104, #175, Atlanta, Georgia 30345, with phone number 404.688.0801("EPS").

### 1. Purpose of Agreement

(A) EPS possesses the exclusive right and authority to provide Forty (40) parking spaces located at the Henri's Bakery, 61 Irby Avenue, and Twelve (12) parking spaces at 3211 Cains Hill, NW, Atlanta, Georgia 30305 (hereinafter, the "Parking Areas") from 5:00 pm until 7:00 am Sunday through Saturday according to the terms of this agreement.

(B) EPS provides valet parking and parking lot management services.

(C) Park Bench Tavern shall be open no earlier than 5:00 pm Monday through Saturday. Park Bench Tavern has obtained certain permits and licenses to operate a bar at, 34 Irby Avenue, Atlanta, GA 30305.

(D) Park Bench Tavern is required by city ordinance to maintain a certain number of off-site parking spaces for its patrons before opening. EPS will provide the necessary parking.

### 2. Effective Date

The effective date of this Agreement shall be May 1, 2013.

### 3. Term of this Agreement; Termination

(A) This term of this Agreement shall begin on the Effective Date and terminate on the date ending one (1) year from the Effective Date; provided, however, that this Agreement will automatically renew for successive one (1) year terms, five (5) successive years unless Park Bench Tavern provides EPS with written notice at least sixty (60) days prior to any of the renewal dates.

(B) EPS may terminate this Agreement and make it null and void should the City of Atlanta fail to approve and issue permits and licenses for Park Bench Tavern.

(C) If there is a change in control of EPS, this Agreement shall bind all successors in interest as if they were an original party to this Agreement. A change of control shall be defined as the moment when the current majority stockholder (Zach Wojohn) owns anything less than a controlling interest in EPS. For example, if EPS is bought by XYZ Parking Company, XYZ will then be obligated to specifically reserve Fourty (40) parking spaces at 61 Irby Avenue for the use of Park Bench Tavern and its patrons in accordance with the terms of this Agreement.

(D) Should EPS no longer have the ability to specifically reserve Fourty (40) parking spaces at 61 Irby Avenue, Park Bench Tavern shall have a right of first refusal to the reservation of any unreserved parking spaces managed by EPS that are located within five hundred (500) feet of 34 Irby Avenue.

#### 4. EPS Duties

(A) Beginning on the Effective Date, EPS will furnish parking management services to Park Bench Tavern. EPS shall, in its sole discretion, establish an appropriate and commercially reasonable system of parking fees and parking policies for the Parking Spaces.

- i. Those cars that EPS finds to be in violation of EPS parking policies will be booted or towed.
- ii. Parking services will be provided to customers at the sole discretion of EPS; provided, however that such services shall be commercially reasonable.

(B) Beginning on the Opening Date, EPS will furnish parking management services at the Parking Spaces, Sunday through Saturday, 5:00 pm to 7:00 am.

***(C) Beginning on the Effective Date, EPS will specifically designate Fourty (40) parking spaces in the Parking Area for patrons of Park Bench Tavern, Saturday through Sunday, 5:00 pm to 7:00 am.***

(D) At the sole expense of EPS, EPS will provide towing or booting services from the Parking Spaces areas when necessary or appropriate.

(E) At the sole expense of EPS, EPS will seal and repaint the parking spaces directly adjacent to Park Bench Tavern at 61 Irby Avenue ("the Organic Spaces") as needed. All work will be conducted in a good and workmanlike fashion. At the sole expense of EPS, EPS will maintain the cleanliness of the Organic Spaces.

(F) EPS shall specially demarcate the Parking Areas to be specially designated for the exclusive use of Park Bench Tavern. EPS will place the Park Bench logo on the signs posted each night of operation.

(G) EPS will maintain and operate the Parking Spaces in a manner that they comply with all Federal, State, and municipal laws.

#### **5. Duties of Park Bench Tavern.**

(A) The terms of Appendix A are incorporated by reference as if fully stated herein. Also to pay EPS (Amount disclosed in Appendix A) per month for the offsite parking spaces.

(B) Park Bench Tavern agrees not to interfere in any way, with EPS parking activities or business operations that are conducted within the scope of this agreement.

#### **6. Insurance**

(A) Throughout the term of this Agreement, and during any extensions of that term, EPS shall maintain the following insurance coverage at its own expense:

General Liability	\$1,000,000.00
Damage to Premises	\$100,000.00
Med. Expenses (Any one person)	\$5,000.00
Personal & ADV Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products: Comp/OP AGG	\$2,000,000.00
Garage-keepers (auto liability)	\$100,000.00 per vehicle

Garage-keeper's liability	\$1,000,000.00
Umbrella Policy:	\$1,000,000.00
Garage-keepers AGG	\$2,000,000.00
Employee surety bond:	\$10,000.00 per occurrence
Worker's Comp.	\$500,000.00
Umbrella Policy	\$2,000,000.00

(B) EPS shall name Park Bench Tavern as "Additionally Insured" under such policy or policies and shall provide certificate(s) of coverage upon request

### 7. Independent contractor relationship

EPS is an independent contractor having control and direction over its business and operations, subject only to the provisions of this Agreement. This Agreement creates no partnership, joint venture, or employment relationship between Park Bench Tavern and EPS. Neither party shall have authority to act for or on the other's behalf, or to bind the other in contract, except as expressly provided in this Agreement. Neither party shall be obligated for the debts or other legal obligations of the other.

### 8. Bar Closure

If Park Bench Tavern should cease to operate as a bar at 34 Irby Avenue, Atlanta, Georgia 30305 for more than thirty (60) consecutive days any time during the term of this agreement, EPS may, at its sole discretion, terminate the agreement without notice.

### 9. Waiver of Liability

EPS shall not be liable to Park Bench Tavern or any person in connection with damage to a vehicle or other real property entrusted to EPS, unless such damage results exclusively from the gross negligence of EPS. EPS shall have no liability to Park Bench Tavern in connection with theft from, theft of or vandalism to a vehicle or other real property entrusted to EPS, unless such theft or vandalism results exclusively from the gross negligence of EPS.

### 10. Preparation of this Agreement.

Both parties agree that they have both had the opportunity to consult with independent legal counsel about this Agreement. As such, neither party shall be considered to be the drafter of this Agreement.

## 11. General Provisions

(A) This Agreement shall bind the parties and their respective agents, representatives, successors and permitted assigns.

(B) Notices from one party to the other shall be in writing and shall be sent by certified mail or hand delivered (with receipt) to a party at the address shown on the first page of this Agreement.

(C) EPS may establish reasonable rules and procedures for carrying out its obligations under this Agreement.

(D) EPS may not assign its rights or responsibilities under this Agreement without Park Bench Tavern's prior written consent. Park Bench Tavern may not unreasonably withhold consent.

(E) Each party shall indemnify the other and hold the other and its principals harmless from and against any cost, liability, suit, claim, action, or cause of action, and reasonable attorneys' fees arising from the performance of the provisions of this Agreement.

(F) Georgia law shall govern interpretation of this Agreement. Any litigation to enforce performance of the provisions of this Agreement shall be filed in the courts of Fulton County, Georgia.

(G) This Agreement sets forth the entire understanding and agreement between the parties. It supersedes any prior understandings or agreements between them.

(H) This Agreement may only be amended by a written agreement of the parties.

(I) The provisions of this Agreement are contractual and not recitals.

(J) Time is of the essence of this Agreement.

(K) No waiver of any breach of any provision or condition of this Agreement on one or more occasions shall constitute a waiver of any subsequent breach of any condition or provision covered by this Agreement.

(L) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[Signatures are on the following page]**

**SIGNATURE PAGE TO THAT CERTAIN  
AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES  
BY AND BETWEEN  
IRBY, LLC  
AND  
EXECUTIVE PARKING SYSTEMS, INC.**

IRBY, LLC

By:   
Larry Hall

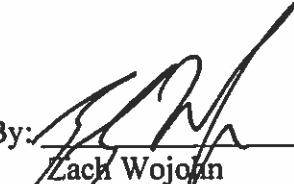
Its \_\_\_\_\_

Sworn before me this the 21<sup>st</sup> day of  
June 2014

  
[Notary Public]  
My Commission Expires \_\_\_\_\_


**DeWayne N Martin  
Notary Public, Fulton County, GA  
My Commission Expires December 28, 2017**

EXECUTIVE PARKING SYSTEMS, INC.

By:   
Zach Wojahn

Its: \_\_\_\_\_

Sworn before me this the 21<sup>st</sup> day of  
June 2014

  
[Notary Public]  
My Commission Expires \_\_\_\_\_

**DeWayne N Martin  
Notary Public, Fulton County, GA  
My Commission Expires December 28, 2017**

## **AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES**

This Agreement for Parking Lot Management Services (this "Agreement") is made and entered into by and between Irby, LLC., a Limited liability company whose address is 34 Irby Avenue, Atlanta, Georgia 30305, ("Park Bench Tavern"), and Executive Parking Systems, Inc., a Georgia corporation whose address is 2566 Shallowford Rd. Ste.104, #175, Atlanta, Georgia 30345, with phone number 404.688.0801("EPS").

### **1. Purpose of Agreement**

(A) EPS possesses the exclusive right and authority to provide Ten (10) parking spaces located at the Cotton Exchange Building 3155 Roswell Roadl, NW, Atlanta, Georgia 30305 (hereinafter, the "Parking Area") from 5:00 pm until 7:00 am Monday through Saturday according to the terms of this agreement.

(B) EPS provides valet parking and parking lot management services.

(C) Park Bench Tavern shall be open no earlier than 5:00 pm Monday through Saturday. Park Bench Tavern has obtained certain permits and licenses to operate a bar at, 34 Irby Avenue, Atlanta, GA 30305.

(D) Park Bench Tavern is required by city ordinance to maintain a certain number of off-site parking spaces for its patrons before opening. EPS will provide the necessary parking.

### **2. Effective Date**

The effective date of this Agreement shall be June 1, 2014.

### **3. Term of this Agreement; Termination**

(A) This term of this Agreement shall begin on the Effective Date and terminate on the date ending one (1) year from the Effective Date; provided, however, that this Agreement will automatically renew for successive one (1) year terms, five (5) successive years unless Park Bench Tavern provides EPS with written notice at least sixty (60) days prior to any of the renewal dates.



(B) EPS may terminate this Agreement and make it null and void should the City of Atlanta fail to approve and issue permits and licenses for Park Bench Tavern.

(C) If there is a change in control of EPS, this Agreement shall bind all successors in interest as if they were an original party to this Agreement. A change of control shall be defined as the moment when the current majority stockholder (Zach Wojohn) owns anything less than a controlling interest in EPS. For example, if EPS is bought by XYZ Parking Company, XYZ will then be obligated to specifically reserve Fourty (40) parking spaces at 61 Irby Avenue for the use of Park Bench Tavern and its patrons in accordance with the terms of this Agreement.

(D) Should EPS no longer have the ability to specifically reserve Ten (10) parking spaces at 3155 Roswell Road, Park Bench Tavern shall have a right of first refusal to the reservation of any unreserved parking spaces managed by EPS that are located within five hundred (500) feet of 34 Irby Avenue.

#### 4. EPS Duties

(A) Beginning on the Effective Date, EPS will furnish parking management services to Park Bench Tavern. EPS shall, in its sole discretion, establish an appropriate and commercially reasonable system of parking fees and parking policies for the Parking Spaces.

- i. Those cars that EPS finds to be in violation of EPS parking policies will be booted or towed.
- ii. Parking services will be provided to customers at the sole discretion of EPS; provided, however that such services shall be commercially reasonable.

(B) Beginning on the Opening Date, EPS will furnish parking management services at the Parking Spaces, Sunday through Saturday, 5:00 pm to 7:00 am.

***(C) Beginning on the Effective Date, EPS will specifically designate parking spaces at 3155 Roswell Road, Atlanta, Ga. 30305 Ten (10) parking spaces in the Parking Area for patrons of Park Bench Tavern, Monday through Saturday, 5:00 pm to 7:00 am.***

(D) At the sole expense of EPS, EPS will provide towing or booting services from the Parking Spaces areas when necessary or appropriate.

(E) At the sole expense of EPS, EPS will seal and repaint the parking spaces directly adjacent to Park Bench Tavern at 61 Irby Avenue ("the Organic Spaces") as needed. All work will be conducted in a good and workmanlike fashion. At the sole expense of EPS, EPS will maintain the cleanliness of the Organic Spaces.

(F) EPS shall specially demarcate the Parking Areas to be specially designated for the exclusive use of Park Bench Tavern. EPS will place the Park Bench logo on the signs posted each night of operation.

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(A) The terms of Appendix A are incorporated by reference as if fully stated herein. Also to pay EPS (Amount disclosed in Appendix A) per month for the offsite parking spaces.

(B) Park Bench Tavern agrees not to interfere in any way, with EPS parking activities or business operations that are conducted within the scope of this agreement.

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(A) Throughout the term of this Agreement, and during any extensions of that term, EPS shall maintain the following insurance coverage at its own expense:

General Liability	\$1,000,000.00
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General Aggregate	\$2,000,000.00
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Garage-keepers (auto liability)	\$100,000.00 per vehicle

Garage-keeper's liability	\$1,000,000.00
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Employee surety bond:	\$10,000.00 per occurrence
Worker's Comp.	\$500,000.00
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(B) EPS shall name Park Bench Tavern as "Additionally Insured" under such policy or policies and shall provide certificate(s) of coverage upon request

**7. Independent contractor relationship**

EPS is an independent contractor having control and direction over its business and operations, subject only to the provisions of this Agreement. This Agreement creates no partnership, joint venture, or employment relationship between Park Bench Tavern and EPS. Neither party shall have authority to act for or on the other's behalf, or to bind the other in contract, except as expressly provided in this Agreement. Neither party shall be obligated for the debts or other legal obligations of the other.

**8. Bar Closure**

If Park Bench Tavern should cease to operate as a bar at 34 Irby Avenue, Atlanta, Georgia 30305 for more than thirty (60) consecutive days any time during the term of this agreement, EPS may, at its sole discretion, terminate the agreement without notice.

**9. Waiver of Liability**

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(D) EPS may not assign its rights or responsibilities under this Agreement without Park Bench Tavern's prior written consent. Park Bench Tavern may not unreasonably withhold consent.

(E) Each party shall indemnify the other and hold the other and its principals harmless from and against any cost, liability, suit, claim, action, or cause of action, and reasonable attorneys' fees arising from the performance of the provisions of this Agreement.

(F) Georgia law shall govern interpretation of this Agreement. Any litigation to enforce performance of the provisions of this Agreement shall be filed in the courts of Fulton County, Georgia.

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(H) This Agreement may only be amended by a written agreement of the parties.

(I) The provisions of this Agreement are contractual and not recitals.

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(K) No waiver of any breach of any provision or condition of this Agreement on one or more occasions shall constitute a waiver of any subsequent breach of any condition or provision covered by this Agreement.

(L) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[Signatures are on the following page]**


**SIGNATURE PAGE TO THAT CERTAIN  
AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES  
BY AND BETWEEN  
IRBY, LLC  
AND  
EXECUTIVE PARKING SYSTEMS, INC.**

IRBY, LLC

By:   
Larry Hall

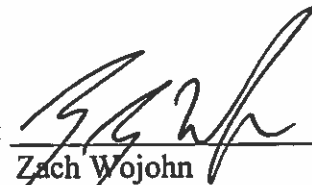
Its \_\_\_\_\_

Sworn before me this the 27<sup>th</sup> day of  
June 2014

  
[Notary Public]  
My Commission Expires \_\_\_\_\_

 DeWayne N Martin  
Notary Public, Fulton County, GA  
My Commission Expires December 28, 2017

EXECUTIVE PARKING SYSTEMS, INC.

By:   
Zach Wojohn

Its \_\_\_\_\_

Sworn before me this the 27<sup>th</sup> day of  
June 2014

  
[Notary Public]  
My Commission Expires \_\_\_\_\_

DeWayne N Martin  
Notary Public, Fulton County, GA  
My Commission Expires December 28, 2017

**SITE PLAN FOR  
SHARED PARKING  
ARRANGEMENT**

**PARKING REQUIREMENTS**

**BUILDING FLOOR AREA:** 6600 SF  
**TOTAL FLOOR AREA =** 6600 SF  
**1 SPACE PER 75 SF OF FLOOR AREA =**

**MAXIMUM OF 88 SPACES**

**75% OF THE MAX. # OF SPACES = MIN. # OF SPACES**

(88 X .75 = 66 SPACES)

**ON SITE SPACES PROVIDED:** 8

**OFF-SITE SPACES PROVIDED:** 80

**TOTAL # OF SPACES PROVIDED:** 88

**ADDITIONAL PAY-TO-PARK SPACES:** 94

**TOTAL SPACES WITHIN 600' OF**

**34 IRBY AVE =**

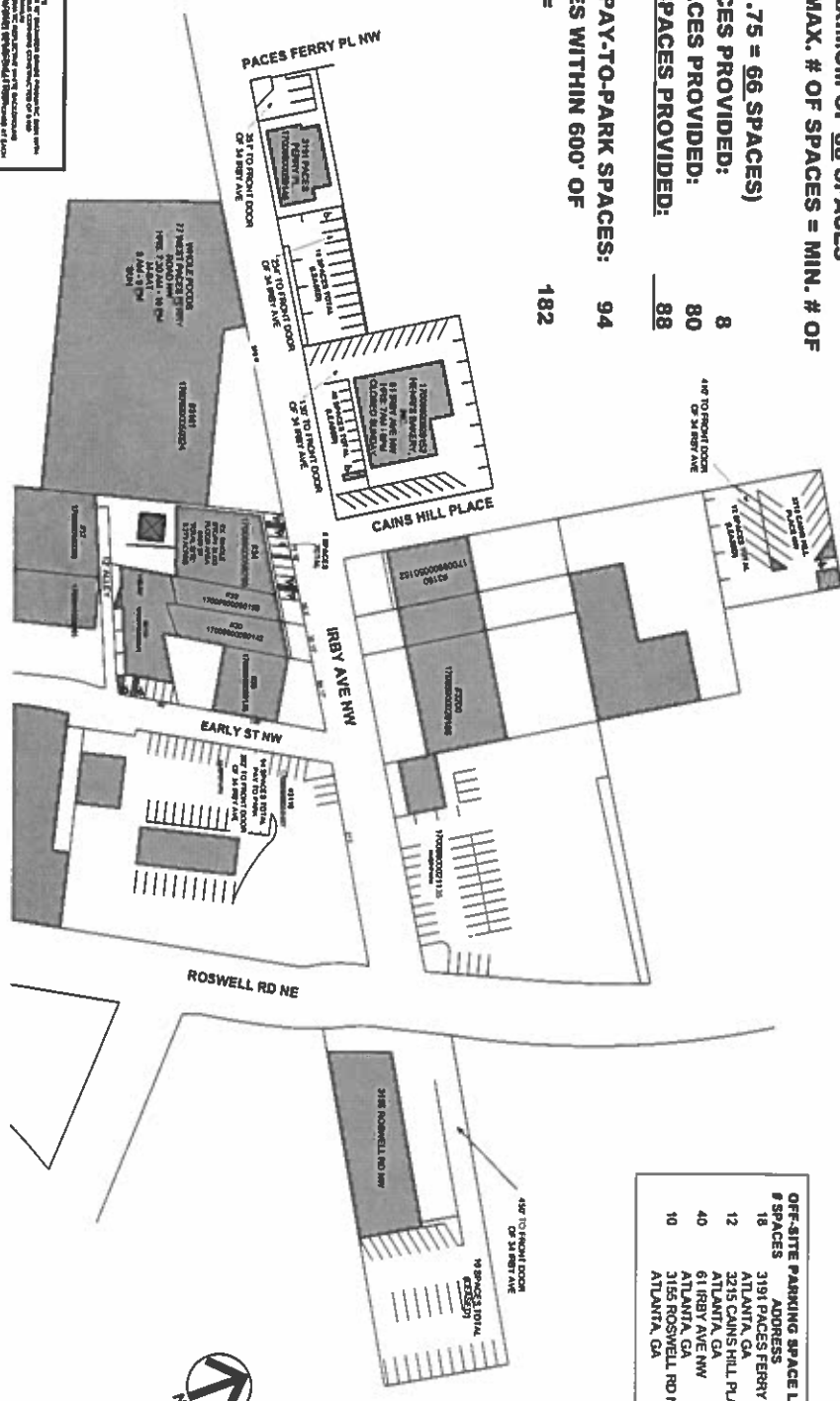
**182**

The following businesses occupy office space at 3191 Paces Ferry Place, Atlanta, Georgia:

General Acquisition Corp, Real Estate Company	1288 sq. ft.	Operating hours - 8:00AM - 5:00PM
Midwest Capital, Real Estate Finance Company	200 sq. ft.	Operating hours - 8:00AM - 5:00PM
Radburn II, Real Estate Finance Company	700 sq. ft.	Operating hours - 8:00AM - 5:00PM
The Turner Companies, General Business Management	700 sq. ft.	Operating hours - 8:00AM - 5:00PM

**OFF-SITE PARKING SPACE LOCATIONS:**

# SPACES	ADDRESS
18	3191 PACES FERRY PLACE ATLANTA, GA
12	3215 CAINSHILL PLACE NW ATLANTA, GA
40	61 IRBY AVE NW ATLANTA, GA
10	3185 ROSWELL RD NW ATLANTA, GA



**RESERVED PARKING FOR PATRONS OF PARK BENCH STAGECOACH TAVERN**

2025-2026 Seasonal Reservations: \$1,000 (includes 10 reserved spots for 10 patrons)  
 2025-2026 Seasonal Reservations: \$2,000 (includes 20 reserved spots for 20 patrons)  
 2025-2026 Seasonal Reservations: \$3,000 (includes 30 reserved spots for 30 patrons)  
 2025-2026 Seasonal Reservations: \$4,000 (includes 40 reserved spots for 40 patrons)  
 2025-2026 Seasonal Reservations: \$5,000 (includes 50 reserved spots for 50 patrons)  
 2025-2026 Seasonal Reservations: \$6,000 (includes 60 reserved spots for 60 patrons)  
 2025-2026 Seasonal Reservations: \$7,000 (includes 70 reserved spots for 70 patrons)  
 2025-2026 Seasonal Reservations: \$8,000 (includes 80 reserved spots for 80 patrons)  
 2025-2026 Seasonal Reservations: \$9,000 (includes 90 reserved spots for 90 patrons)  
 2025-2026 Seasonal Reservations: \$10,000 (includes 100 reserved spots for 100 patrons)

**PROPERTY:** 34 IRBY AVE NW  
 ATLANTA, GEORGIA 30305  
 FULTON COUNTY  
 PARCEL ID: 170299009229  
 LAND USE: 17TH DISTRICT  
 ZONING: SP-15  
 0.2773 ACRES

**34 IRBY AVE ON SITE AND OFF-SITE PARKING PLAN**

SCALE: 1" = 400'





# LEGAL DESCRIPTION

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IRBY AVENUE (APPARENT 60' R/W) BEING 369 FEET EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY FROM THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PACES FERRY ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE S 89°56'18" E, A DISTANCE OF 77.19 FEET TO A PK NAIL; THENCE DEPART SAID SOUTHERLY RIGHT-OF-WAY LINE AND RUN ALONG THE WESTERLY LINE OF TWO TRACTS OF PARCELS OF LAND NOW OR FORMERLY OWNED BY CAROLYN O. & BRUCE B. WILSON, S 19°48'20" W, A DISTANCE OF 175.94 FEET TO A POINT ON A 12 FOOT ALLEY (PER DEED BOOK 461, PAGE 60); THENCE DEPART SAID WESTERLY LINE AND RUN ALONG THE NORTHERLY LINE OF SAID ALLEY N 85°14'53" W, A DISTANCE OF 59.40 FEET TO A POINT; THENCE DEPART SAID NORTHERLY LINE AND RUN ALONG THE EASTERLY LINE OF A TRACT OR PARCEL OF LAND NOW OR FORMERLY OWNED BY MORTON REALTY CO. N 14°31'17" E A DISTANCE OF 166.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 0.258 ACRES (11,250 SQUARE FEET) MORE OR LESS.

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 17TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

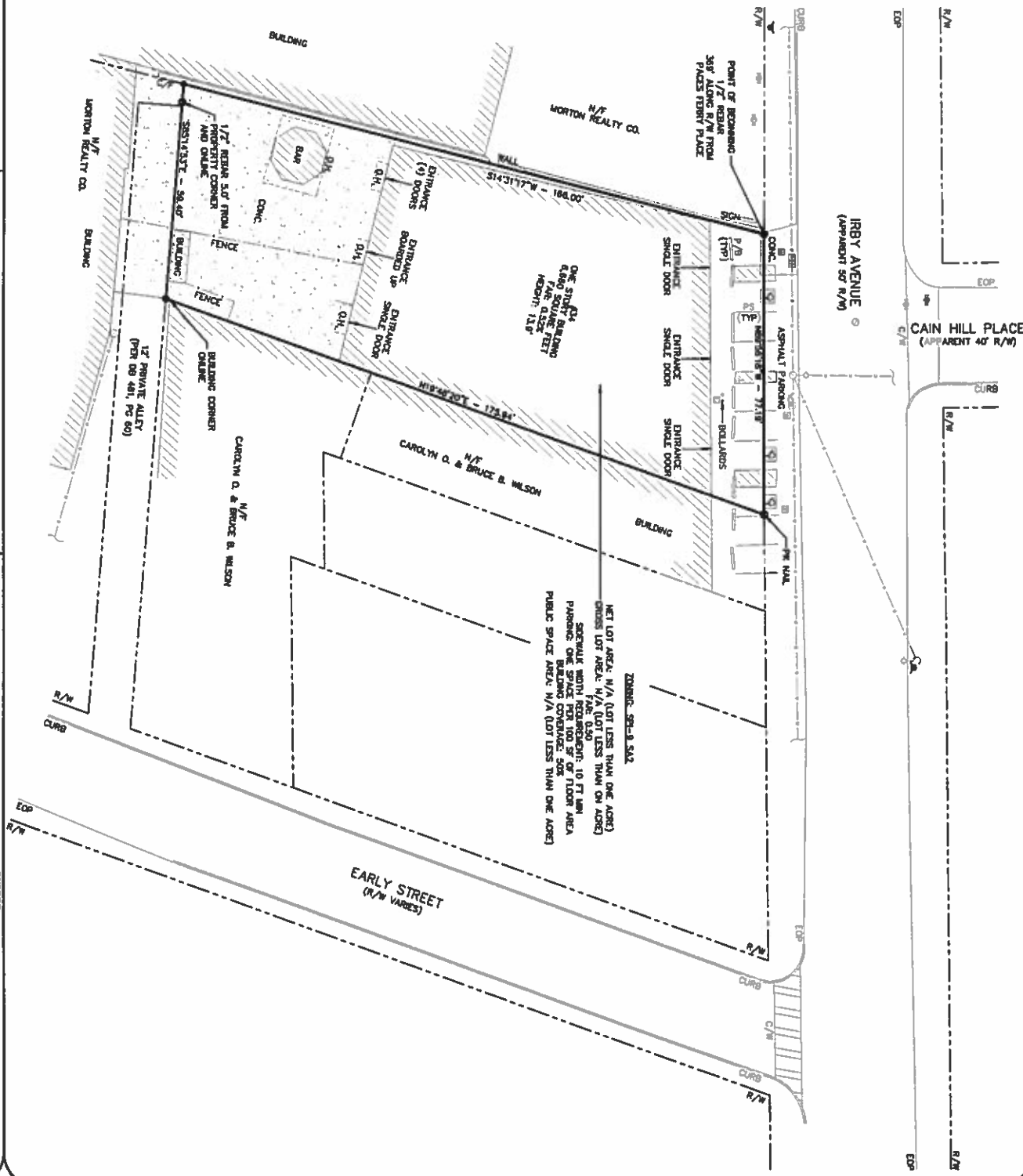
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SAID TRACT OR PARCEL OF LAND CONTAINING 0.258 ACRES (11,250 SQUARE FEET) MORE OR LESS.

# SITE SURVEY

**LEGEND:**

- PROPERTY CORNER
- ROUND (AS NOTED)
- 1/2" REBAR WITH CAP SET 15"±
- R/W MONUMENT
- △ FIRE HYDRANT
- △ WATER METER
- △ WATER VALVE
- POWER POLE
- LIGHT POLE
- C/C/POLE/POLE
- POWER LETTER
- POWER BOX
- A/C UNIT
- UNWIND
- CLEAN OUT
- JUNCTION BOX
- OUTFLOW STRUCTURE
- BRASS/VALVE
- GAS VALVE
- GAS METER
- GROUND BOX
- TRAFFIC CONTROL BOX
- SPN
- WATER LINE
- OVERHEAD UTILITY LINE
- SENSER LINE
- GAS LINE
- CABLE LINE
- TELEPHONE LINE
- FENCE LINE
- CONTROLLER LINE
- BRASS/SETBACK LINE
- CONC. CONCRETE
- CONCRETE
- LOT LAND LOT
- N/W ROW OR PROPERTY
- P/A PROPERTY LINE (TYP) TYPICAL
- O.H. OVERHANG
- P/B PARKING BARRIER
- C/W CONCRETE FLUME
- C/W CROSSWALK
- H/W HANDICAP
- FRESH FLOOR ELEVATION
- DECK FLOOR ELEVATION
- PB PLAY BOOK
- PS PAZE
- PS PARKING STRIP
- HANDICAP STRIP
- VOID ISLAND



THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE CURATIVE ACT AND RECORDANCES MAY EXIST WHICH WOULD AFFECT AND ALTER THE PROPERTY.

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10,000 FEET.

THIS PLAT HAS BEEN PREPARED USING A TRIPLES AND ROTARY TOTAL STATION.

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**BOUNDARY ZONE, INC.**  
LAND SURVEYING SERVICES

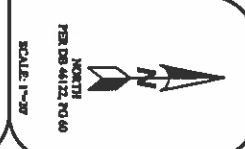
WWW.BOUNDARYZONE.COM  
(770) 271-5772 / (919) 363-9226

4199 SOUTH LEE STREET, SUITE L, RICHMOND, GEORGIA, 30118  
ATLANTA  
231 PRACHTER STREET, SUITE 400, ATLANTA, GEORGIA, 30303  
BALDWIN  
200-C CAMDEN DRIVE, AVE. NORTH CAMDEN, TN 37133

PROJECT 1298501  
SHEET 1 OF 1



**BOUNDARY SURVEY**  
PREPARED FOR: DEWAYNE MARTIN  
LAND LOT 99, 17TH DISTRICT,  
CITY OF ATLANTA, FULTON COUNTY, GEORGIA - 09/26/12





**COVERED PATIO  
SPACE  
PLAN**

# PARK BENCH

## COVERED PATIO SPACE

PAUL D'AGNESE 34/38 IRBY AVE NE ATLANTA, GA 30342 LAND LOT 99, 17TH DISTRICT, ZONED SPI-9 SA2

OWN/TENANT PARK BENCH  
34 IRBY AVE  
ATLANTA, GA  
CONTACT: PAUL DAGNES  
770-840-8185  
CONTACT: LARRY HALL

### PROJECT INFO

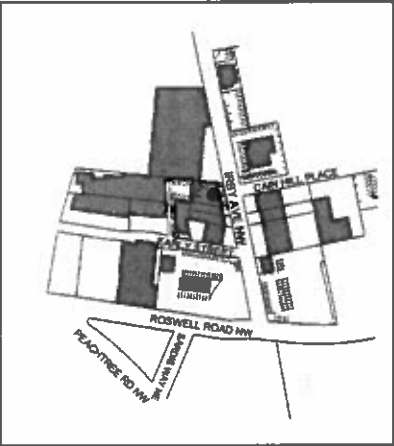
CONSTRUCTION TYPE	TYPE IIB
OCCUPANCY/ZONING	SMALL ASSEMBLY CLASS A/ SPI-9 SA2
SQUARE FOOT	4066 GSF
OCCUPANT LOAD	197 EXIST PERMIT
NUMBER OF STORIES	ONE
SPRINKLER/ALARM SYST.	NO
NUMBER OF EXITS	3
TENANT SEPARATIONS	NON-COMBUSTIBLE NO HR. MIN.

ISSUED/ RELEASED FOR CONSTRUCTION

### PROJECT DESCRIPTION

PATIO STRUCTURE - WOOD CONSTRUCTION W/ METAL ROOF  
BAR COUNTER STRUCTURE  
BRICK SCREEN WALL W/ PILASTERS

### LOCATION MAP



### LIST OF DRAWINGS

- C-1 TITLE SHEET, NOTES AND LOCATION PLAN
- C-2 SITE PLAN & PLAN VIEW WITH DIMENSIONS
- C-3 ELEVATION & DIMENSIONS
- C-4 PERSPECTIVE

**GEORGIA 811**  
UTILITIES PROTECTION CENTER, INC.  
DIAL 811 OR 800-282-7411



**H D G**

**HARVEY DESIGN GROUP, INC**  
LANDSCAPE ARCHITECTURE, CONSULTATION  
& PROJECT MANAGEMENT  
214 ASHLEY DRIVE  
MCDONOUGH, GA, 30252  
P: 404 425 2282  
E: HARVEYDESIGNGROUP@GMAIL.COM

DATE  
34 IRBY AVE NW  
ATLANTA, GA 30305  
TEL: 878.207.8460  
CONTACT: LARRY HALL

DATE  
04.21.14  
REVISED  
06.25.14  
REMOVED PARKING SPACES FROM  
BEHIND 34 IRBY AVE

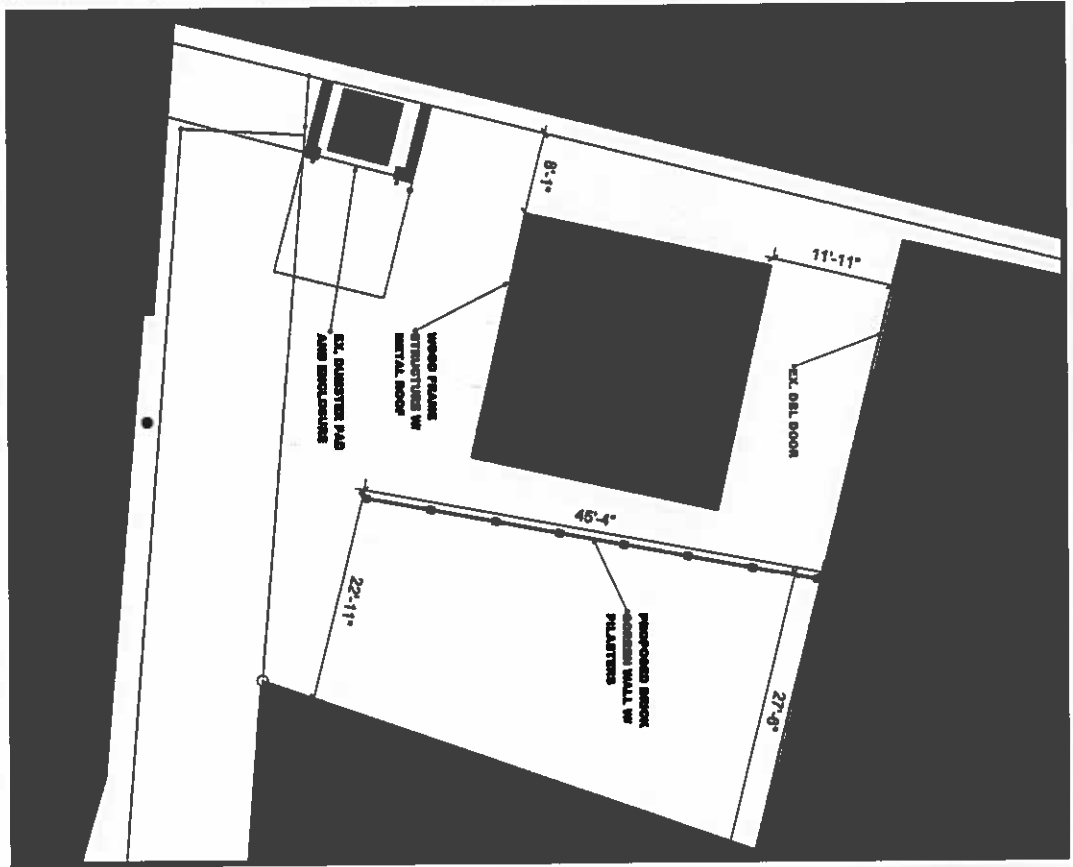
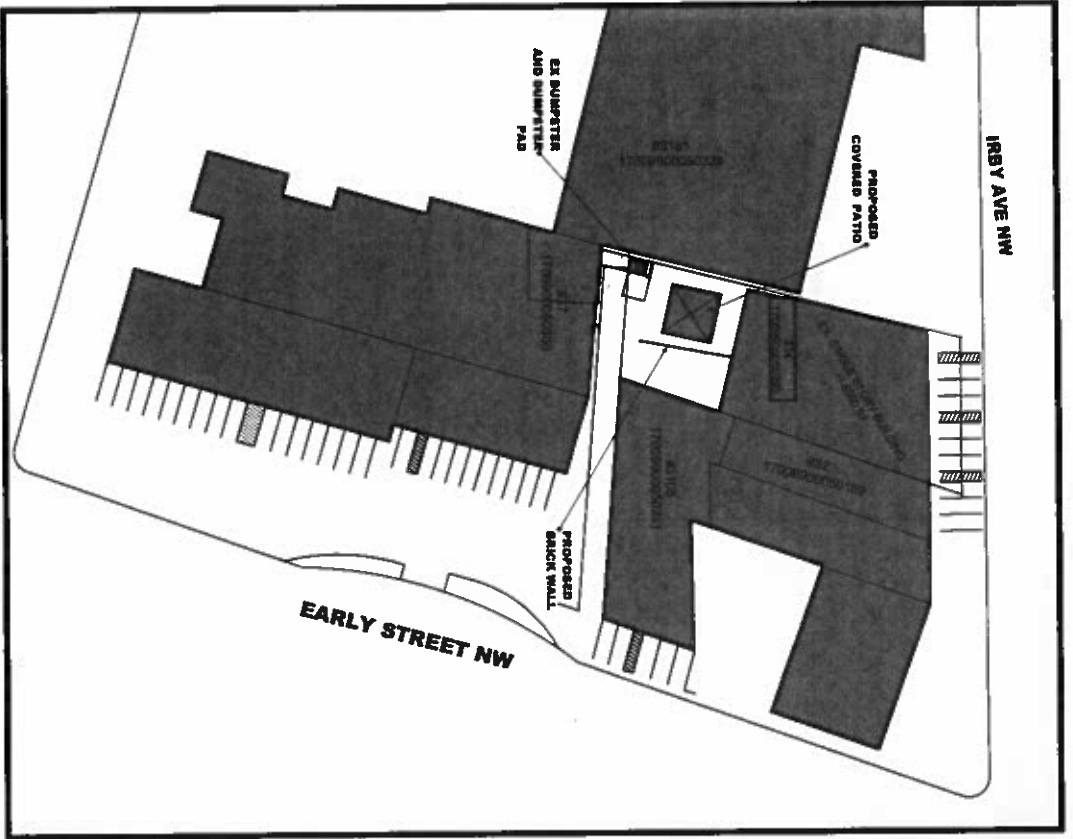
PROJECT NO  
0912.388  
PROJECT  
PARK BENCH PUB

DRAWN BY  
TH  
DESCRIPTION  
COVERED PATIO

C

01





**34 IRBY AVE - SITE PLAN WITH COVERED PATIO SPACE**

PROPERTY:

34 IRBY AVE NW  
 ATLANTA, GEORGIA 30305  
 FULTON COUNTY  
 PARCEL ID: 1700990005029  
 LAND LOT: 99: 17TH DISTRICT  
 ZONING: SPL9 SA2  
 0.273 ACRES

SCALE: 1" = 40.00'



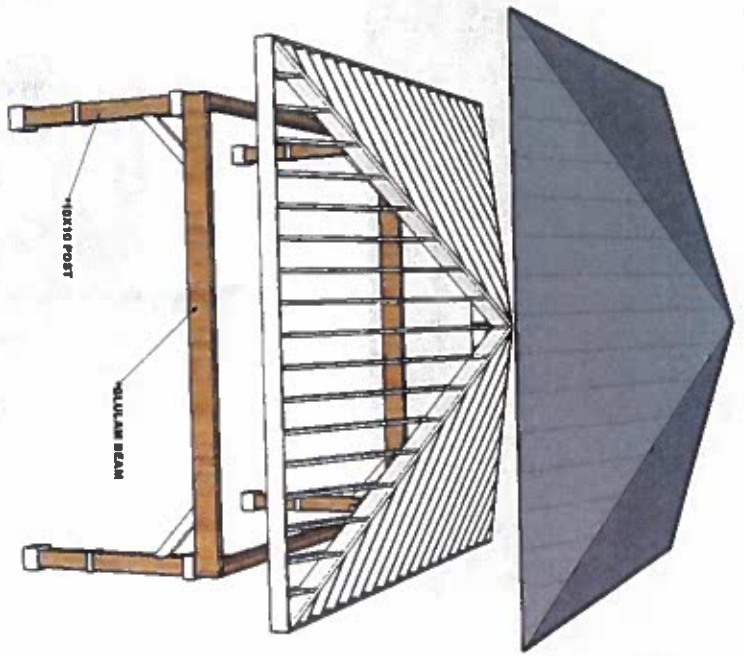
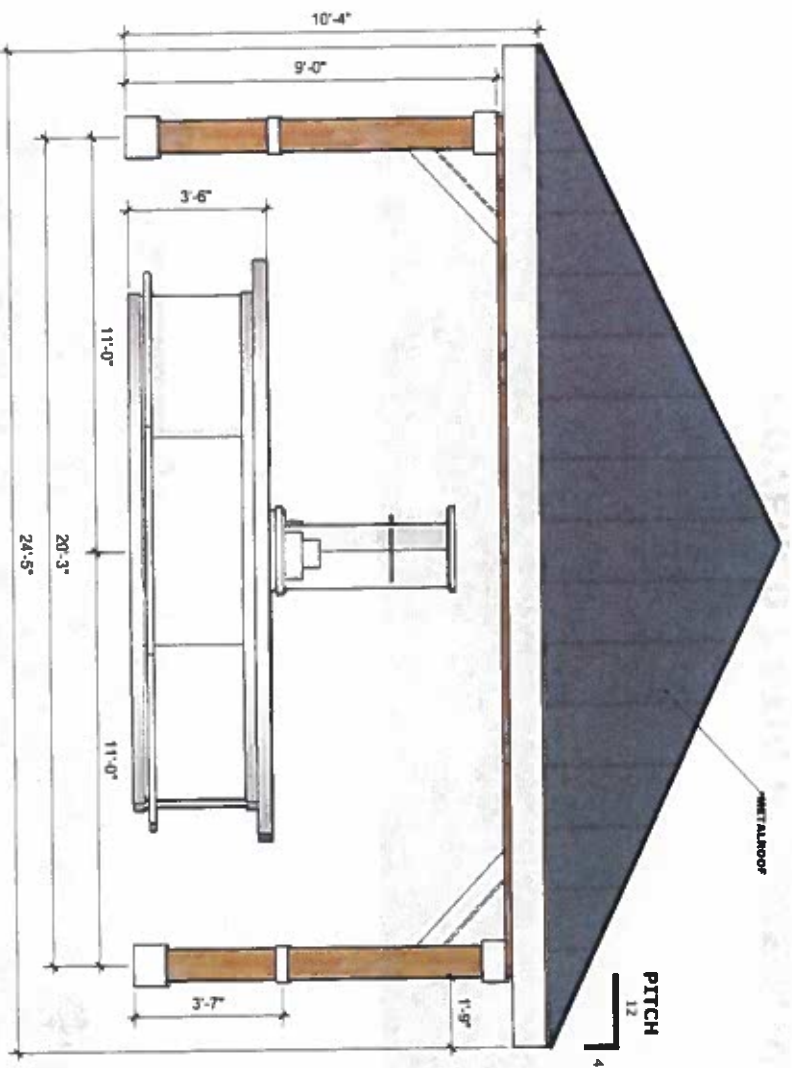
**34 IRBY AVE - COVERED PATIO SPACE**



ISSUED/ RELEASED FOR CONSTRUCTION

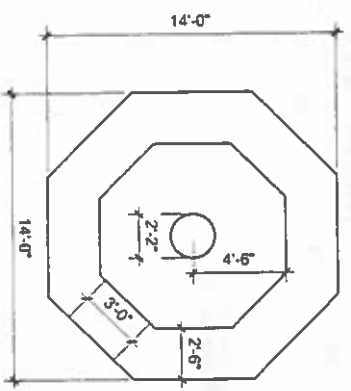
DESIGN BY TH 	PROJECT NO D912.388	DATE 04.21.14	OWNER IRBY, LLC 34 IRBY AVE NW ATLANTA, GA 30305 TEL: 678.207.8480 CONTACT: LARRY HALL	
	DESCRIPTION COVERED PATIO - PLAN VIEW	PROJECT PARK BENCH PUB		

ISSUED / RELEASED FOR CONSTRUCTION

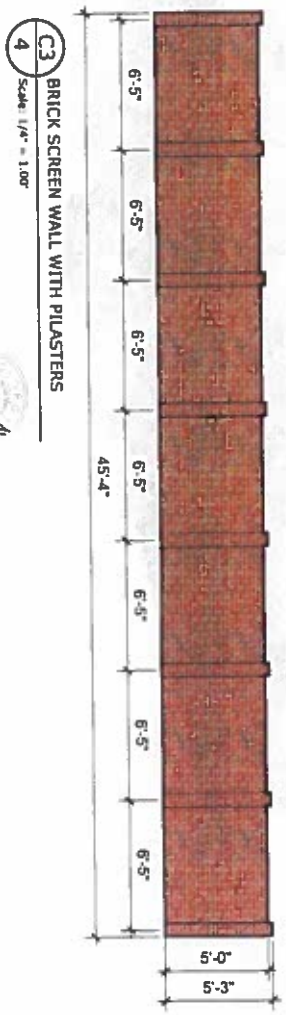


C3 COVERED PATIO STRUCTURE (ELEVATION)  
1 Scale: 1/2" = 1'-0"

C3 COVERED PATIO STRUCTURE (EXPLODED VIEW)  
3 Scale: N.T.S.



C3 BAR COUNTER (PLAN VIEW)  
2 Scale: 1/4" = 1'-0"



C3 BRICK SCREEN WALL WITH PILASTERS  
4 Scale: 1/4" = 1'-0"

*[Handwritten signature]*

34 IRBY AVE - COVERED PATIO ELEVATIONS AND DIMENSIONS



**HARVEY DESIGN GROUP, INC**  
LANDSCAPE ARCHITECTURE, CONSULTATION  
& PROJECT MANAGEMENT  
214 ASHLEY DRIVE  
MCDONOUGH, GA. 30252  
P: 404.425.2282  
E: HARVEYDESIGNGROUP@GMAIL.COM

CLIENT  
IRBY, LLC  
34 IRBY AVE NW  
ATLANTA, GA 30301  
TEL: 678.207.8480  
CONTACT: LARRY HALL

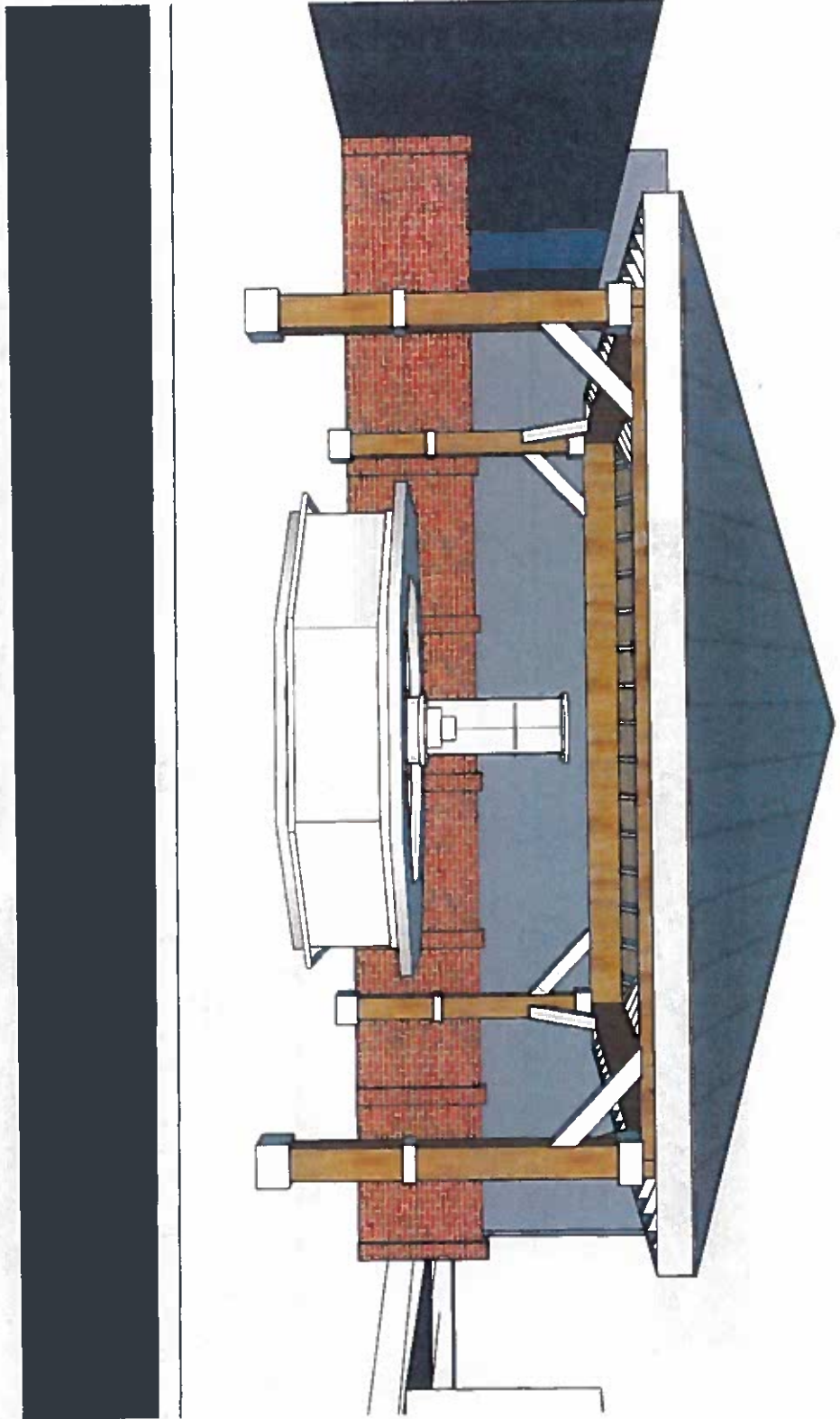
ISSUE  
04.21.14  
REVISED  
06.22.14  
REMOVED PARKING SPACES FROM  
BEHIND 34 IRBY AVE

PROJECT NO  
0912 388  
PROJECT  
PARK BENCH PUB

DESIGNED BY  
TH  
DESCRIPTION  
COVERED PATIO  
ELEVATIONS AND  
DIMENSIONS

**34 IRBY AVE - COVERED PATIO PERSPECTIVE (EAST VIEW)**

*[Handwritten signature]*



<p>04</p>	<p>C</p>	<p>DESIGNED BY TH</p>	<p>PROJECT NO 0912 388</p>	<p>ISSUE 04 21 14</p>	<p>CLIENT IRBY, LLC 34 IRBY AVE NW ATLANTA, GA 30305 Tel: 678.207.8480 CONTACT: LARRY HALL</p>	<p><b>HARVEY DESIGN GROUP, INC</b> LANDSCAPE ARCHITECTURE, CONSULTATION &amp; PROJECT MANAGEMENT 214 ASHLEY DRIVE MCDONOUGH, GA, 30252</p>	
	<p>DESCRIPTION COVERED PATIO -</p>	<p>PROJECT PARK BENCH PUB</p>	<p>REVISED 06 23 14 REMOVED PARKING SPACES FROM BEHIND 34 IRBY AVE</p>	<p>P: 404.425.2282 E: HARVEYDESIGNGROUP@GMAIL.COM</p>			