

AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES

This Agreement for Parking Lot Management Services (this "Agreement") is made and entered into by and between Village Bar Incorporated d/b/a Lost Dog Tavern, a Georgia corporation whose address is 3182 Roswell Road, Atlanta, Georgia 30305, with phone number 706.543.2115 ("Lost Dog" or "the Bar"), and Executive Parking Systems, Inc., a Georgia corporation whose address is 2851 Cravey Trail NE., Atlanta, Georgia 30345, with phone number 404.688.0801 ("EPS").

1. Purpose of Agreement

(A) EPS possesses the exclusive right and authority to provide thirty one (33) parking spaces located at 3210 Roswell Road, Atlanta, Georgia 30305 (hereinafter, the "Parking Area") from 5:00 pm until 7:00 am Sunday through Saturday according to the terms of this agreement. The Parking Areas shall be used exclusively by the Bar at times when those spaces are not in use by the occupants of 3210 Roswell Road.

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

(C) The Bar shall be open no earlier than 5:00 pm Monday through Friday, and 11:00 am, Saturday and Sunday. The Bar has obtained certain permits and licenses to operate a bar at 3182 Roswell Road, NE, Atlanta, GA 30305.

(D) Lost Dog is required by city ordinance to maintain a certain number of off-site parking spaces for its patrons before opening.

2. Effective Date

The effective date of this Agreement shall be December 15, 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 Lost Dog provides EPS with written notice at least sixty (60) days prior to any of the renewal dates.

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

(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 thirty one (33) parking spaces at 3210 Roswell Road for the use of the Bar and its patrons in accordance with the terms of this Agreement.

(D) Should EPS no longer have the ability to specifically reserve thirty three (33) parking spaces at 3210 Roswell Road, the Bar 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 3182 Roswell Road.

4. EPS Duties

(A) Beginning on the Effective Date, EPS will furnish parking management services to the Bar. 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 thirty three (33) parking spaces in the Parking Area for patrons of the Bar, Saturday through Sunday, 5:00 pm to 7:00 am.

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(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, repair, and repaint the parking spaces directly adjacent to the Bar at 3182 Roswell ("the Organic Spaces") as needed. All repairs will be conducted in a good and workmanlike fashion. At the sole expense of EPS, EPS will maintain the condition of the Organic Spaces.

(F) EPS shall provide the Parking Areas to be specially designated for the exclusive use of the Bar.

(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 Lost Dog.

(A) The terms of Appendix A are incorporated by reference as if fully stated herein.

(B) The Bar 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:	\$5,000,000.00
Garage-keepers AGG	\$2,000,000.00
Employee surety bond:	\$10,000.00 per occurrence

(B) EPS shall name the Bar 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 the Bar 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 the Bar should cease to operate as a bar at 3182 Roswell Road, Atlanta, Georgia 30305 for more than thirty (30) consecutive days any time after the Opening Date 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 Lost Dog 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 Lost Dog 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.

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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 the Bar's prior written consent. The Bar 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.

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(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]

Handwritten initials: CW and ZRW

SIGNATURE PAGE TO THAT CERTAIN
AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES
BY AND BETWEEN
VILLAGE BAR INC. d/b/a LOST DOG TAVERN.
AND
EXECUTIVE PARKING SYSTEMS, INC.



MARSHALL WHIDBY DATE
VILLAGE BAR, INC.

EXECUTIVE PARKING SYSTEMS, INC.


ZACH WOJOHN DATE
General Manager 12-31-14

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**FIRST AMENDMENT TO AGREEMENT FOR
PARKING LOT MANAGEMENT SERVICES**

THIS FIRST AMENDMENT AGREEMENT FOR PARKING LOT MANAGEMENT SERVICES (this "Amendment") is made as of the 13th day of August 2015 by and between **Village Bar Incorporated**, a Georgia corporation ("Village Bar") and **Executive Parking Systems, Inc.**, a Georgia corporation ("EPS") (the foregoing are sometimes referred to individually as a "Party" or collectively as the "Parties"). Except as otherwise indicated, capitalized terms used herein shall have the meaning given such terms in the Agreement (defined below).

WHEREAS, Village Bar and EPS are parties to that certain Agreement for Parking Lot Management Services dated December 31 ____, 2014; and

WHEREAS, the Parties desire to amend the Agreement for Parking Lot Management Services as set forth below; and

NOW, THEREFORE, FOR AND 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, incorporating the foregoing recitals, Village Bar and EPS agree as follows:

1. The Agreement for Parking Lot Management Services is amended as follows:

Section 1(A) is amended by deleting the first sentence from Section 1(A) and replacing it with the following language:

"EPS possesses the exclusive right and authority to manage a total of fifty three (53) parking spaces located at 3210 Roswell Road, Atlanta, Georgia 30305 (hereinafter, the "Parking Area") from 5:00 PM until 7:00 AM Sunday through Saturday. EPS hereby agrees to provide forty six (46) parking spaces in the Parking Area to be used exclusively by Village Bar from 5:00 PM until 7:00 AM Sunday through Saturday according to the terms of this Agreement."

Section 3(D) is amended by deleting the phrase "thirty three (33)" from Section 3(D) and replacing it with the phrase "forty six (46)."

Section 4 (C) is amended by deleting the phrase "thirty three (33)" from Section 4(C) and replacing it with the phrase "forty six (46)"

Section 4(C) is further amended by deleting the phrase "5:00 pm to 7:00 am" and replacing it with the phrase "8:00 pm to 7:00 am."

[Signatures on Following Page]

Village Bar Incorporated
a Georgia corporation

By: Marshall Whidby
Marshall Whidby, Secretary

Sworn to and subscribed before
This 10th day of August 2015

DeWayne N. Martin
Notary Public

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

Executive Parking Systems, Inc.
a Georgia corporation

By: Zach Wojohn
Zach Wojohn, President

Sworn to and subscribed before
This 10th day of August 2015

DeWayne N. Martin
Notary Public

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

CONSENT OF PROPERTY OWNER

The undersigned as the owner of the property known as 3210 Roswell Road, Atlanta, Georgia (the "Property") hereby consents to the use of forty six (46) parking spaces on the Property by Executive Parking Systems, Inc. for the purpose of parking for patrons of Lost Dog Tavern Monday – Saturday, from 8:00 pm – 7:00 am.



Property Owner

Sworn to and subscribed before
This 17th day of April 2015


Notary Public

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

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PROJECT SUMMARY AND SUMMARY OF SHARED PARKING ARRANGEMENT

Berry-Southall, LLC owns the property located at 3182 Roswell Road, Atlanta, Georgia (the "Premises") and operates the business known as Lost Dog Tavern (the "Business") on the Premises. The Premises has no on-site parking. Since opening in 2011, pursuant to SAP-11-063, Berry-Southall, LLC has used off site parking spaces at 3172 and 3210 Roswell Road to meet its parking requirements under the Zoning Code. The parking lease for 3172 Roswell Road has expired leaving Berry-Southall, LLC with thirty three (33) parking spaces under original parking lease for 3210 Roswell Road. The total floor area of the interior of the Business is 2,325 SF. Pursuant to SPI-9 SA2 zoning regulations, Berry Southall, LLC is required to have thirty one (31) parking spaces. The thirty one (31) parking spaces under the original parking agreement for 3210 Roswell Road provides sufficient parking for the interior of the Business.

Berry-Southall, LLC has constructed outdoor bar and patio areas at the front and rear of the Premises. The total square footage of the outdoor bar and patio areas is 2,931 SF. 774 SF of the outdoor bar and patio area is covered and 1,547 SF of the outdoor bar and patio area is uncovered. Pursuant to SPI-9 SA2 zoning regulations, Berry-Southall, LLC is a required to have an additional three spaces for the covered outdoor bar and patio area (774 SF ÷ 1 Space for Every 300 Square of Feet of Floor Area = 3 Parking Spaces) and an additional three spaces for the uncovered outdoor bar and patio area (1,547 SF ÷ 1 Space for Every 600 Square Feet of Floor Area = 3 Parking Spaces).

Berry-Southall, LLC has executed an amendment to its original parking lease for 3210 Roswell Road for an additional thirteen (13) parking spaces. This brings the total parking spaces under contract for use by Berry Southall, LLC at 3210 Roswell Road to forty six (46) parking spaces. The additional thirteen (13) parking spaces secured by the amendment to the parking lease for 3210 Roswell Road provides sufficient parking for the interior and exterior patio and bar areas of the Business.

The principal property and shared parking property information is outlined below.

PRINCIPAL PROPERTY INFORMATION:

Property Address: 3182 Roswell Road, Atlanta, Georgia 30305

Business Name: Lost Dog Tavern

Owner Name: Barry-Southall, LLC

Contact Information: Warren Southall, warrensouthall@gmail.com

Use: Bar

Building Square Footage: 2,325 SF

Hours of Operation: Sunday Closed, M – Sat 9:00 pm – 2:30 am

Number of Parking Spaces: 0

SHARED PARKING INFORMATION:

Property Address: 3210 Roswell Road, Atlanta, Georgia 30305

Business Names: Dynasty Cleaners; Benjamin Moore Paints, Traditions In Tile, Storico Fresco and Buckhead Nail and Toe Spa

Owner Name: The Ben Moshe Family Limited Partnership

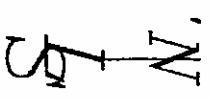
Contact Information: Leor Ben-Moshe, kdp.leeor@gmail.com

Use: Retail

Building Square Footage: 10,000 SF Downstairs; 6,000 SF Upstairs

Hours of Operation: Dynasty Cleaners Sun Closed, M- F 7:00 am – 7:00 pm, Sat 9:00 am – 5:00 pm; Armstead Paint & Supply Company Sun Closed, M – F 7:30 am – 5:00 pm, Sat 9:00 am – 1:00 pm, Traditions In Tile Sun Closed, M – F 9:00 am – 5:00pm, Sat Closed; Storico Fresco S, M Closed, T – F 10:00 am – 6:00 pm, Sat 10:00 am – 5:00 pm; Buckhead Nail and Toe Spa, Sun 12:00 pm – 6:00pm, M – F 10:00am – 8:00; Sat 9:30 am – 8:00 pm.

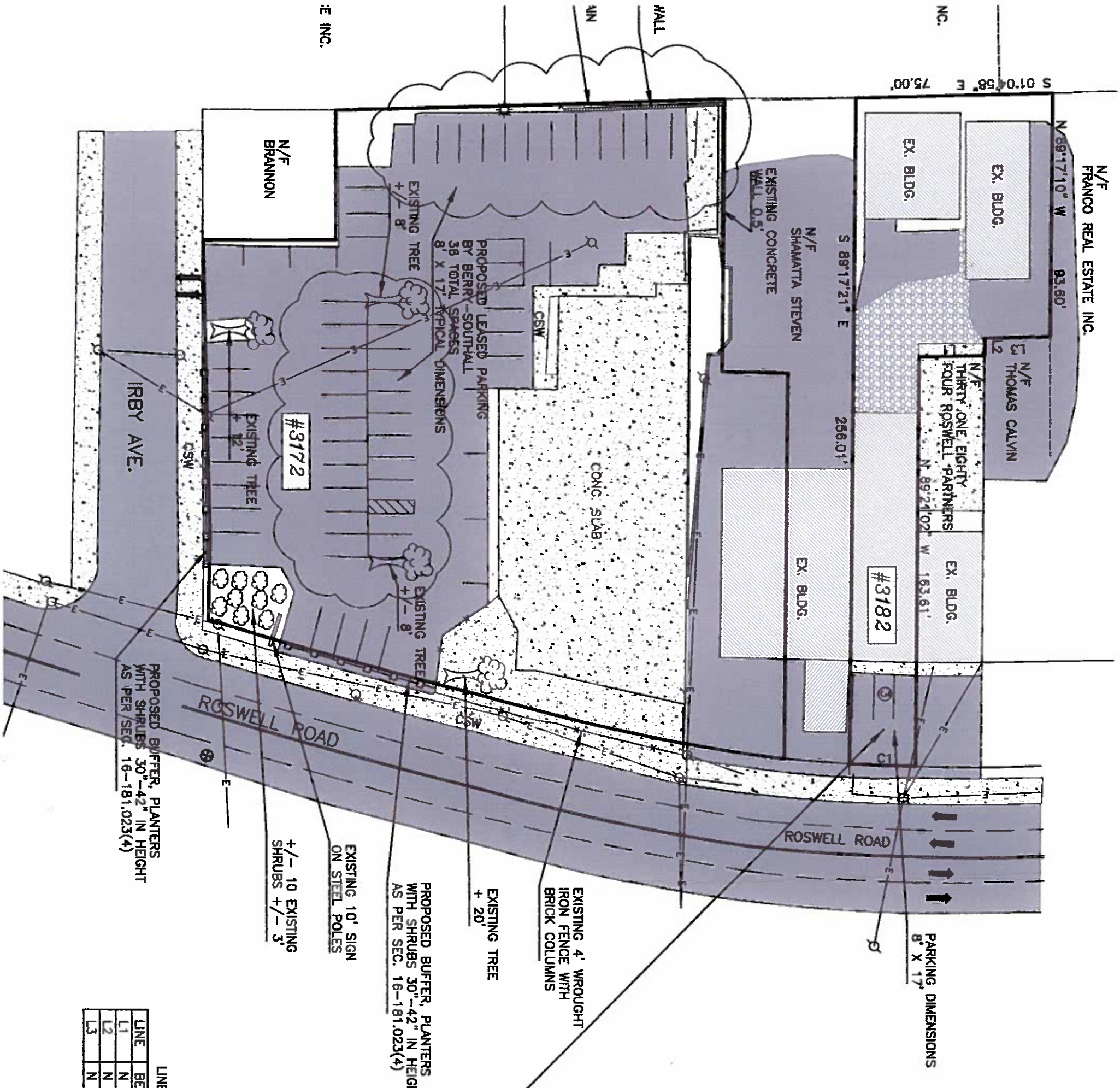
Number of Spaces: 46



LEGEND

POWER POLE -----
 LIGHT POLE -----
 EX. OVERHEAD POWER LINES -----
 EX. FENCE *-----*
 N/F = NOW OR FORMERLY
 EX. = EXISTING
 SANITARY SEWER MANHOLE -----
 CSW = CONCRETE SIDEWALK
 PROPOSED PLANTERS -----

HANDICAP PARKING = HC = HANDI CAP
 EX. BUILDING -----
 EX. CONCRETE -----
 EX. GRAVEL -----
 EX. ASPHALT -----
 FIRE HYDRANT -----



LINE CALL CHART

LINE	BEARING	DISTANCE
L1	N 00°47'34" W	25.00'
L2	N 89°17'09" W	6.81'
L3	N 00°37'28" W	24.95'

SPECIAL ADMINISTRATIVE PERMIT
 Bureau of Planning

SAP-11-063

Approved
 Approved Conditional
 Conditions Attached
 Red-Line Drawings

Approval Required
 Planner: *[Signature]*
 Date: *9/2/11*



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

APPLICANT Felicia Clay
*Applicants must appear in person to file an application. Applications by mail or courier will not be accepted.
COMPANY Stokes Roberts & Wagner
ADDRESS 3593 Hemphill Street, Atlanta, GA 30337
PHONE NO. 404-766-0076 **EMAIL** fclay@stokesroberts.com
PROPERTY OWNER Berry-Southall LLC
ADDRESS 3182 Roswell Road, Atlanta, Georgia 30305
PHONE NO. 706-543-2115 **EMAIL** _____
ADDRESS OF PROPERTY 3182 Roswell Road, Atlanta, Georgia 30305



Is property within the BeltLine Overlay District? Yes No
Zoning Classification SPI-9, SA-2 Land District 17 Land Lot 99 Council District 8 NPU B

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:** Unless free-standing, signage is not part of the SAP approval. Signage approval is issued only by the Office of Buildings.
- **Photographs:** For alterations to existing building facades to document existing conditions.
- **Submittal Package Requirements (See detailed checklist):**
 - 1) **Project Summary:** Describe all 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 variation requested.
 - 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:**
 - i. **Initial Plan Submission:** Two (2) copies for initial review (three copies that require DRI approval). Also, copies of applicable Rezoning Legislation, Special Use Permit, Variance or Special Exception letters from the Board of Zoning Adjustment.
 - ii. **Final Plan Submission (after staff review) incorporating staff comments:** 12 copies of site plan and 6 copies of elevations.
 - iii. **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 Overlay District:** For new construction, 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 were 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, 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 GRТА and ARC.
 - a. **Initial submission:** DRI Form 1 with the SAP application. Planning staff will then submit information to GRТА and ARC.
 - b. **Final submission:** Copy of the DRI Notice of Decision letter shall be printed on the final site plan submission.
- **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 between 50,000 and 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 6/22/11 Signature of Applicant Felicia Clay

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 9/12/11
See attached **Special Administrative Permit Approval Form(s)** for detailed approval information.

Karl Smith-Davids
Signed for Director, Office of Planning
REVISED APPLICATION 1/27/11

Karl Smith-Davids
Staff Reviewer - Print Name

City of Atlanta Office of Planning
**SPECIAL ADMINISTRATIVE PERMIT (SAP)
APPROVAL FORM**

SAP-11-063

Property Address: 3182 Roswell Rd.

Zoning District: SPI-9, SA-2

Approval Date: 09/12/2011

Staff Signature:



Improvements at the above address are hereby authorized to apply for a building permit in accordance with Sections 16-18.005 and 16-25.002(3) of the City of Atlanta Zoning Ordinance. Improvements are granted as indicated on the attached site plan and building elevations with:

No variations are granted.

Variations are granted in accordance with Sections 16-18.007, 16-33.006, 16-34.007, 16-35.005, and 16-36.005 (as applicable) as indicated in the attached Written Findings and Conditions of Approval.

Approval is subject to the attached Written Findings and Conditions of Approval.

Approval is subject to red-line comments on the plans.

Additional Office of Planning Staff Comments:

Approval Conditions: In accordance with Section 16-25.002(3), the following are conditions to the SAP approval for this application:

1. Valid Shared Parking Arrangement: There shall be the provision and continuous maintenance of the minimum required 34 parking spaces through an active shared parking arrangement lease between the subject eating and drinking facility and eligible parking provider(s). Upon the expiration or termination of the proposed current shared parking lease the Office of Planning shall be provided proof of a new shared parking arrangement as outlined in Section 16-181.023(5)(b)(ii).
2. Accessory Storage Buildings: The two buildings located at the western rear portion of the site shall not accessible to the general public and only be used as accessory storage uses incidental for the eating and drinking establishment unless there is a provision and continuous maintenance of a new shared parking arrangement lease for additional parking through full new SAP.

City of Atlanta Office of Planning
SPECIAL ADMINISTRATIVE PERMIT (SAP)
Written Findings and Conditions of Approval

SAP-11-063

Property Address: 3182 Roswell Rd.

Zoning District: SPI-9, SA-2

Approval Date: 09/12/2011

Staff Signature: 

Project Summary:

Adaptive reuse of an existing ~2,700 s.f. eating and drinking facility with proposed new 687 s.f. outdoor deck and re-use of two accessory storage buildings of a total of 2,954 s.f. with required 37 parking spaces including 3 on-site spaces and 36 off-site spaces at the address of 3172 Roswell Road secured with a shared parking arrangement.

Administrative Variations: In accordance with Section 16-18.007, the following variations are granted from the code section referenced:

1. **Section 16-18I.025(2)** : Bike parking w/ min. 20% of spaces within amenity zone (2 spaces)

Also, See 'Nonconformities' below.

Nonconformities: In accordance with Section 16-24.006, all other non-conforming characteristics are considered permissible in that improvements result in the same or a lesser degree of nonconformity.

Findings of Staff, which support the relief granted:

The plan as proposed by the applicant while not strictly in accord with regulations applying generally within the district, meets public purposes and provides public protection to an equivalent or greater degree; or in the particular circumstances of this case, strict application of a particular regulation or regulations is not necessary for the accomplishment of public purposes or the provision of public protection, at this time or in the future due to the following particular circumstances:

1. Variation #1: Staff finds that the Code allows such variations to be granted administratively due to the extremely limited opportunity to provide for a safe and visible location for such bike parking. Therefore, it is staff's opinion strict application of the regulation is not necessary and public protection is satisfied.

Approval Conditions: In accordance with Section 16-25.002(3), the following are conditions to the SAP approval for this application:

1. Valid Shared Parking Arrangement: There shall be the provision and continuous maintenance of the minimum required 34 parking spaces through an active shared parking arrangement lease between the subject eating and drinking facility and eligible parking provider(s). Upon the expiration or termination of the proposed current shared parking lease the Office of Planning shall be provided proof of a new shared parking arrangement as outlined in Section 16-18I.023(5)(b)(ii).
2. Accessory Storage Buildings: The two buildings located at the western rear portion of the site shall only be used as accessory storage uses incidental for the eating and drinking establishment and not accessible to the general public unless there is a provision and continuous maintenance of a new shared parking arrangement lease for additional parking through full new SAP.

Subject: SAP-15-005

Date: Wednesday, August 26, 2015 12:33:51 PM Eastern Daylight Time

From: DeWayne Martin

To: Denise Starling, Denise Starling

CC: Smith-Davids, Karl

Denise,

Attached please find copies of the original and amended parking agreements for 3210 Roswell Road, the Property Owner Consent and the revised Summary of Shared Parking Arrangement. The amendment increases the number of off site parking spaces provided for Lost Dog Tavern at 3210 Roswell Road from 33 to 46 and ensures that there is no overlap in the operating hours of the businesses on site with Lost Dog's use of the parking spaces for its patrons.

The architect is revising the parking site plan to reflect the changes in the amendment and the architect is preparing the plans and elevations requested by the SPI 9 DRC. I hope the architect will complete the revised parking site plan and the requested plans and elevations in time for the September DRC meeting. Could you please confirm the date of the meeting?

Thanks.

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DeWayne N. Martin
Attorney at Law
The Martin Firm
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Atlanta, Georgia 30308
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F: (404) 759-2449
E: dmartin@martin-firm.com
www.martin-firm.com