

Notice To Applicant

City of Atlanta - Bureau of Planning

RECEIVED
APR 19 2010
Bureau of
Planning

APPLICATION NUMBER: **V-10-061**

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

Address of Property: **1019, 1021, 1023, 1025 Virginia Ave**

Board of Zoning Adjustment (BZA) Hearing Date:
Thursday, June 10, 2010 at 12:00 p.m.
Council Chambers, 2nd Floor, City Hall
55 Trinity Avenue, S.W.

The contact person for NPU F is:

Charlie Nalbone
404-626-1354
atlanta.npuf.zoning@gmail.com

Contact info for adjacent NPUs is provided below if necessary:

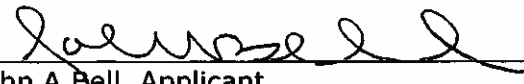
The contact person for NPU is:

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

Sign Posting - The property owner is required to post a sign or signs in a conspicuous place on the property at least 15 days before the hearing date shown above. One sign shall be placed every 600 feet along each street the property abuts. A sign posting affidavit must be returned to the Bureau of Planning to confirm posting.

Signed,


JLL, for Director, Bureau of Planning


John A Bell, Applicant

RECEIPT

CITY OF ATLANTA
 ATLANTATEST
 55 TRINITY AVE SW

Application: V-10-061
Application Type: Planning/BZA/Special Exception/NA
Address: 1025 Virginia AVE , ATLANTA, GA

Receipt No. 229349

Payment Method	Ref Number	Amount Paid	Payment Date	Cashier ID	Received	Comments
Check	496	\$625.00	04/19/2010	CGOODE		

Owner Info.: VIRGINIA HIGHLAND REAL EST INV CORP

Work Description: Amendment to variance conditions to V-99-007 granting a special exception to reduce on-site parking spaces. 12 off-site parking spaces are to be provided at 1015-1019 Los Angeles 7 days a week from 6:00 PM until closing(according to lease). The Office of Planning will be notified of any material changes in the lease or location of off-site parking spaces. The tenant at 1023-1025 Virginia is requesting to operate between 5:00 pm and 6:00 pm daily and from 11:30 to 2:30 on Saturday and Sunday without off-site parking opposed to existing conditions,

PAID
 APR 19 2010
 CITY OF ATLANTA
 EX OFFICIO MUNICIPAL
 REVENUE COLLECTOR
 C.E.



CITY OF ATLANTA

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
55 TRINITY AVENUE, S.W. SUITE 3900 - ATLANTA, GEORGIA 30335
404-330-6175 - FAX: 404-658-6979
Internet Home Page: www.atlantaga.gov

Kasim Reed
MAYOR

James Shelby
Commissioner
Dept. of Planning &
Community Development

Ibrahim Maslamani, CBO,
AIA
Director
Office of Building

Zoning Enforcement Division
Ann Heard

REFERRAL CERTIFICATE

COUNCIL DISTRICT _____ APPLICATION NUMBER _____

NPU _____ DATE FILED _____

1. John A. Bell

Name of Applicant

BUILDING PERMIT AUTHORIZING Special Exception (amendment V-99-7)

at 1019, 1021, 1023 & 1025 Virginia Avenue, N.E. 17th/1
Street Address Quadrant District & Land Lot

to be used for Commercial purposes

The property is zoned NC-11 District

2. The Building Permit Was Denied For The Following Reasons:

Applicant seeks a request for an amendment to variance conditions applicable to V-99-7 approved March 19, 1999 granting a special exception to reduce the required on-site parking spaces to 12 spaces on-site, 35 required and to permit 12 off-site parking spaces within 500ft of the primary use to allow the continuance of an existing restaurant use. Applicant seeks amendment as follows 1) Twelve (12) off-site parking spaces are to be provided at 1015-1019 Los Angeles Avenue for the exclusive use of the property at 1023-1025 Virginia Avenue (Goin Coastal Restaurant) seven days per week from 6:00 p.m. until midnight in accordance with the lease dated March 11, 2010 between Chris Bagby, CEO, Highland Hardware, Inc. and Scott Stern, Managing Member, Highland Real Estate, LLC. 2) A copy of said lease for the off-site parking spaces is to be provided to the Office of Planning and the Office of Planning is to be notified of any material changes in the lease or location of off-site parking spaces. 3) The tenant at 1023-1025 Virginia Avenue is requesting to be permitted to operate between 5:00 p.m. and 6:00 p.m. daily and from 11:30 - 2:30 on Saturday and Sunday without off-site parking opposed to existing conditions.

1982 ZONING ORDINANCE, AS AMENDED

Chapter 25 Section 16-25.002 Paragraph (1)

Department of Planning and Development
Bureau of Buildings
Ibrahim Maslamani, CBO, AIA
Ann Heard, Acting Chief Zoning Division

Plan Reviewer: [Signature]

Applicant: [Signature]

SIGN POSTING AFFIDAVIT

SIGN MUST BE POSTED BY: **May 26, 2010**

PUBLIC HEARING DATE: **June 10, 2010**

APPLICATION NUMBER: **V-10-061**

NAME OF APPLICANT: **John A Bell**

PROPERTY ADDRESS: **1019, 1021, 1023, 1025 Virginia Ave**

Describe the location on the property where the sign(s) were posted:

_____ Date posted: _____

"I SWEAR THAT ON THE ABOVE POSTING DATE, I PERSONALLY POSTED IN THE MOST CONSPICUOUS PLACE POSSIBLE ON THE PREMISES AFFECTED BY THIS APPLICATION, SIGN(S) AS INDICATED ABOVE."

JOHN A BELL, APPLICANT

PERSONALLY APPEARED BEFORE ME PERSON(S)
OF THE ABOVE NAME(S), WHO SWEAR THAT THE
INFORMATION CONTAINED IN THIS AFFIDAVIT
IS TRUE AND CORRECT TO THEIR BEST
KNOWLEDGE AND BELIEF.

NOTARY PUBLIC

DATE

Please mail or deliver this completed affidavit to the Bureau of Planning at the address listed below. You may fax a copy to 404-658-7491, but **this original affidavit must be received by the Bureau of Planning at least five days before your hearing date.** You may post the sign earlier than the posting date, but not later.

City of Atlanta
Bureau of Planning
attn: Brandi Crawford
55 Trinity Ave., Suite 3350
Atlanta, Georgia 30303

APPLICATION FOR SPECIAL EXCEPTION

City of Atlanta

Date Filed _____ Application Number _____

Name of Applicant John A. Bell Daytime Phone 41253-6749

Company Name Leid, Beck & Sargent email jb211@lasarcuit.net.com

Address 1201 Peachtree St NE Atlanta Ga 30361
street city state zip code

Name of Property Owner Highland Real Estate LLC Phone 41886-0618
Scott Stern, managing member

Address 78 Inman Circle NE Atlanta Ga 30309
street city state zip code

Description of Property

Address of Property 1019-1021-1023-1025 Virginia Ave NE OR

The subject property fronts 69.30 feet on the South side of
Virginia Ave. beginning 87.1 feet from the
Southwest corner of N. Highland Ave.

Depth: 62.4 Area: 3521 Land Lot: 1 District: 17, Fulton County, GA.
feet sq. ft.

Property is zoned: NC-11, Council District: 6, Neighborhood Planning Unit: F

TO THE BOARD OF ADJUSTMENT: Applicant, having received an adverse order or requirement from the administrative officer in seeking a building permit or certificate of occupancy, hereby requests that the Board of Zoning Adjustment grant a Special Exception.

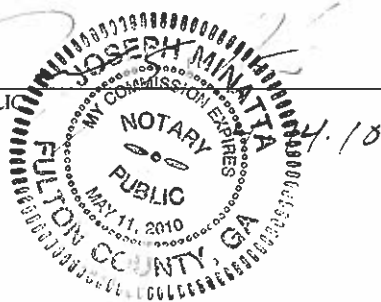
I hereby authorize the staff of the Bureau of Planning to inspect the premises of the above-described property. I understand that it is my responsibility to post a public notice sign on the property according to the instructions given to me by the Bureau of Planning upon filing this application. I swear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

Sworn To And Subscribed Before Me This 14th Day Of April, 2010

John A. Bell
Owner or Agent for Owner (Applicant)

John A. Bell
NAME OF APPLICANT IN PRINTED LETTERS

NOTARY PUBLIC



Summary of proposed construction changes to buildings or site. (Examples: "Convert a 100' x 200' retail space into a restaurant." "Install a 6-foot high opaque wooden wall ('privacy fence' with 6-foot high opaque wall gates.") Change conditions on existing special exception (N-99-7) to permit continued use of non-conforming structure for restaurant use.

Proposed Lot Coverage (After Construction) Calculate total amount of lot coverage on entire property, after proposed construction would be finished, including existing and proposed buildings and other structures; sidewalks, driveways, parking pads, patios, gravel, etc.; everything except natural planted or undisturbed areas.

_____ covered square feet / _____ total lot square feet = _____ % proposed lot coverage

_____ % maximum allowed lot coverage N/A

(For Parking Special Exceptions Only) List the maximum number of employees who will park on the site at any given time: None AND
List the maximum estimated number of customers, clients, visitors, or similar persons who will require automobile parking in connection with the facility on the site at any given time: None.
If you propose to provide off-site parking, see the attached Standards for Off-site Parking Agreements (p. 8).

Special Exception Procedures

Special exception applications are heard and decided at a regularly-scheduled public hearing by the five-member City of Atlanta Board of Zoning Adjustment ("BZA"). The Bureau of Planning serves as staff to the BZA. Approximately one week after each closing date, a planner is assigned to review your application. All inquiries regarding your application should be directed to this office at (404) 330-6145. The rules of the BZA prevent BZA members from discussing the merits of any case except during the public hearing for that case.

Schedule. There are two closing dates and two public hearings per month. The schedule allows time for neighborhood and NPU meetings to occur throughout the City prior to each public hearing. The schedule of closing and public hearing dates is attached.

Neighborhood and NPU Recommendations. The City is divided into 24 Neighborhood Planning Units (NPU), each of which has a volunteer citizen advisory committee that makes a recommendation to the BZA on special exceptions. When you file your application, you will be notified of the NPU contact person and that you must schedule a meeting with that NPU in order to explain what you wish to do. You may be requested to attend additional neighborhood meetings; inquire about the time and place of those meetings. The applicant is expected to contact the NPU as soon as possible after the application is filed. The Bureau of Planning will send a copy of your application to the appropriate NPU during the week after the closing date for your application.

Public Notice. When you file your application, it will be scheduled for a public hearing. The Bureau of Planning will initiate posting of public notice ("an advertisement", "a legal ad") for this public hearing so that the public is informed at least 15 days before the date of the public hearing:

- by sending written notice of your application to all property owners whose property is within 300 feet of the subject property, and
- by causing public notice to be placed in the newspaper.

You are responsible for obtaining a public notice sign when you file your application with the Bureau of Planning, and for posting it in a visible location on your property, at least 15 days prior to your public hearing. Failure to properly post the sign will make it necessary for the BZA to defer your case to another public hearing. The BZA may defer the case to a hearing that has been scheduled 30 or more days after the original hearing.

SPECIAL EXCEPTION

1019-1021-1023-1025 Virginia Avenue, N.E.

History

The subject property is a four-unit commercial structure, located on the eastern edge of the neighborhood commercial node that surrounds the intersection of N. Highland & Virginia Avenues in the heart of the Virginia-Highland Neighborhood of NPU-F. The property in common with the surrounding commercial area was zoned C-1 (Community Business District) until December 2008, when the entire commercial node was rezoned to the NC-11 (Virginia-Highland Neighborhood Commercial District).

The subject property was developed in the 1920s, with the four-unit brick structure, which covers virtually the entire lot. No on-site parking exists, nor is there any existing open space upon which to develop any. The structure was developed as retail space and there is approximately 3,380 square feet in total in the building. As such, the structure has a parking requirement of 17 spaces, but the structure is non-confirming as to these spaces due to its construction prior to the adoption of parking requirements for such uses.

For many years, however, the structure has been partially used for restaurant space. Use of any parts of the structure for restaurant space increases the parking requirement from 1 space per 200 square feet to 1 space per 100 square feet. The structure is not non-confirming as to this increase. A series of special exceptions, dating back to 1981, have been approved to permit restaurant uses (see copies attached). These special exceptions have varied somewhat over the years as to their precise requirements, but their essential feature is the approval of off-site parking for the number of spaces above the 17 spaces for which the structure is non-confirming.

Currently, the structure has two retail tenants (Mooncake Clothing and Paolo's Gelato) and one new restaurant use (Goin' Coastal). The total current parking requirement is 12 spaces (the structure being non-confirming for the balance).

The 12 off-site spaces are provided at 1045 N. Highland Avenue (the location of Highland Hardware). The spaces are on a part of the Highland Hardware site, officially identified as 1015-19 Los Angeles Avenue.

These spaces are within the NC-11 District and are approximately 350 feet from the restaurant use. A lease agreement is attached. The spaces are reserved for the exclusive use of subject restaurant from 6:00 p.m. to midnight, seven days per week. The lease is an indefinite one. This lease agreement has existed since 1981 and has been renewed periodically. The current lease was signed on March 12, 2010.

Justification for Current Application

The currently applicable special exception was approved on March 19, 1999, as V-99-7. A copy is attached.

This special exception reduced the on-site parking to zero and authorized 12 off-site parking spaces. It was conditioned on the existence of a lease for the exclusive use of the 12 spaces from 6:00 p.m. to midnight, seven days a week, at the Highland hardware site as previously discussed. It was further conditioned on the "tenant of 1021 Virginia Avenue not begin operation until 6:00 p.m." The approval also included a provision whereby this tenant was permitted to operate at lunchtime (11:30 a.m. to 2:30 p.m.) with no parking requirement.

At the present time, the building primary tenant is changing. The previous restaurant tenant has ceased operation and a new restaurant tenant (Goin' Coastal) is preparing to open for business. A review of the existing special exception (V-99-7), in light of this new tenant, has revealed three (3) issues which the property owner would like to resolve by means of a revision to his existing approvals.

1. The current approval requires that the restaurant not begin operations until 6:00 p.m. We wish to request that this be changed to 5:00 p.m. It is interesting to note that the Board's actions over the years have varied as to the hours of operation. At sometimes,

there have been no restrictions; other times, operation is permitted at 5:00 p.m. and at other times, at 6:00 p.m.

Although the lease for the off-site parking remains at 6:00 p.m., a change in circumstances over the past 10 years make this request a reasonable one. The lease cannot be altered because the Highland Hardware business is open until 6:00 p.m. and the spaces are legally obligated to that business until that time. However, the nature of Highland Hardware's business has changed over the years. It is now less of a neighborhood-oriented hardware store, but rather a specialty wood working business with an extensive on-line business. As a result, observation has shown that there would be little, if any, conflict of demand for the 12 spaces during the one-hour period from 5:00 p.m. to 6:00 p.m. Further, the new NC-11 District Regulations encourage shared parking and this brief overlap of use would be consistent with the spirit of those regulations. It should be noted that, as far as the applicant is aware, there are no other lease agreements for parking on this property.

2. We wish to request permanent approval to permit lunchtime operation, primarily on Saturdays and Sundays, for this restaurant use. The current special exception (V-99-7) approved lunchtime operation without any off-site parking requirement for a period of five (5) years in 1999. Through an oversight by both the previous tenant and the City, that provision was not reviewed in 2004 as it should have been. However, lunchtime operation continued throughout that 10-year period without problem or complaint and, on that basis, we now request permanent approval. It is anticipated that lunchtime business will continue to have a substantial walk-in element and, coupled with generally available on-street parking, will permit the restaurant to operate at that time with no adverse impact on the neighborhood.

3. We specifically request that no time limits be placed on any aspect of any approval granted by the Board. The space in question has operated successfully as a restaurant for almost 30 years. The property owner remains an active member of the community and, as the continuing existence of the required lease agreement demonstrates, has continued to fulfill his obligations to the community. Over the years, the off-site parking issue has been before the BZA on six (6) occasions. In each case, the request has

been approved with various conditions and time limits. There is no evidence that this established use has created any parking issue for the community. We believe that a condition that requires the continued maintenance of the lease for the 12 off-site spaces is now a sufficient protection for the neighborhood and the City of Atlanta in general.

NOTARIZED AUTHORIZATION BY PROPERTY OWNER
(Required only if applicant is not the owner of the property subject to the application)

TYPE OF APPLICATION Special Exception

I, Scott Stern (OWNER(S) NAME)

SWEAR THAT I AM THE OWNER OF THE PROPERTY LOCATED AT _____

1019-1021-1023-1025 Virginia Ave^{NE} (PROPERTY ADDRESS).

AS SHOWN IN THE RECORDS OF Fulton COUNTY, GEORGIA WHICH

IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION. I

AUTHORIZE THE PERSON NAMED BELOW TO ACT AS THE APPLICANT

IN THE PURSUIT OF THIS APPLICATION.

NAME OF APPLICANT John A. Bell

ADDRESS 1201 Peachtree St. NE, Suite 300
Atlanta, Ga. 30361

TELEPHONE NUMBER 404-255-6749

By AS Scott Stern
Signature of Owner

Highlands Real Estate, LLC

Personally Appeared
Before Me

Scott Stern

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

Notary Public

Date

4-14-10



ALL THAT TRACT or parcel of land lying and being in the City of Atlanta, in Land Lot 1 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the south side of Virginia Avenue 87.1 feet easterly from the southeast corner of Highland Avenue and Virginia Avenue; thence easterly along the south side of Virginia Avenue 69.3 feet; thence south 43.3 feet to a point; thence west 65.2 feet, more or less, to a point; thence north 62.4 feet to the POINT OF BEGINNING on Virginia Avenue, being improved property known as Nos. 1019-1021-1023-1025 Virginia Avenue, N. E., according to the present system of numbering houses in the City of Atlanta, Fulton County, Georgia.

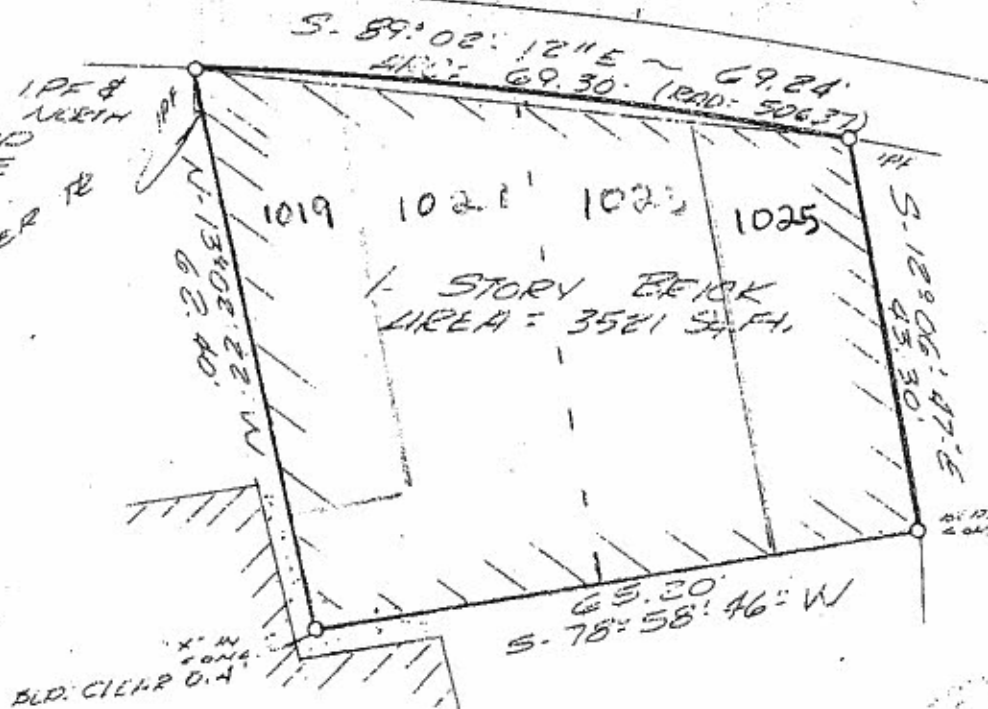
MAG. NORTH

LOT
BLOCK
UNIT
SUB.

VIRGINIA AVENUE

87.1' TO IPE &
RIV. OF NORTH
HIGHLAND
AVENUE

BLDG. OVER TR
0.25'



SURVEY FOR

SCOTT STERN

LAND LOT 1 17TH DISTRICT

FULTON COUNTY, GEORGIA

SCALE 1" = 20' DATE: 3.17.86

REG. LAND SURVEYOR NO. 1751
GEORGIA LAND SURVEYING CO., INC.

IN MY OPINION, THIS PLAT IS A CORRECT
REPRESENTATION OF THE LAND PLATTED

[Handwritten Signature]

I have, this date, examined the
"FIA OFFICIAL FLOOD HAZARD MAP"
and found referenced lot (IS NOT)
in an area having special flood hazards.

FENCES SHOULD NOT BE PLACED USING
SIDE DIMENSIONS FROM HOUSE.

NOT FOR RECORDING.

NO. 5133

SCBR
(BOS SPACES)



LEASE

THIS LEASE, made this 11th day of March, 2010, by and between Highland Hardware, Inc., first party, (hereinafter called "Landlord"); and Highlands Real Estate, LLC second party, (hereinafter called "Tenant").

WITNESSETH:

Premises

1. The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the premises), to wit: Twelve (12) parking spaces for automobiles – See Special Stipulation "(A)". No easement for light or air is included in the premises.

Term

2. To have and to hold the same as a tenant at will beginning on the 1st day of May, 2010, and terminable at any time upon 60-day written notice given to the other party by Landlord or Tenant.

Rental

3. Tenant agrees to pay Landlord, by payments to Highland Hardware in Atlanta, Georgia, promptly on the first day of each month in advance during the term of this lease, a monthly rental of Eight Hundred Dollars (\$800.00), except Landlord and Tenant expressly agree that Landlord shall have the right at any time to adjust the monthly rental amount upon 60 days' written notice to Tenant.

Use of Premises

4. Premises shall be used for the purpose of automobile parking for Lessee's restaurant tenant located at 1021-1023 Virginia Avenue NE, Atlanta, GA 30306, in Landlord's parking lot located at 1015-1019 Los Angeles Avenue, and no other. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

Abandonment of Premises

5. Tenant agrees not to abandon or vacate leased premise during the period of this lease, and agrees to use said premises for purpose herein leased until the expiration hereof.

Repairs by Landlord

6. Landlord agrees to keep in good repair the premises, except repairs necessary by the negligence of Tenant, its agents, employees, or invitees.

Repairs

7. Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the lease and all renewals thereof, at its expense, maintain in good order the leased premises, except those repairs expressly required to be made by Landlord.

Destruction of Premises

8. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

Indemnity

9. Tenant agrees to indemnify and save harmless the Landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

Condemnation

10. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner.



Cancellation of Lease by Landlord

11. It is mutually agreed that in the event the Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, and fails to cure said default within five (5) days after due date; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provisions requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; then Landlord at his option may at once terminate this lease by written notice to Tenant; whereupon lease shall end.

Signage

12. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

Effect of Termination of Lease

13. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Mortgagee's Rights

14. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord.

No Estate in Land

15. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

Attorney's Fees

16. If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord his homestead and exemption.

Rights Cumulative

17. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

Waiver of Rights

18. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

Time of Essence

19. Time is of the essence of this agreement.

Definitions

20. "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant assignees or sub lessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Special Stipulations

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

(A) The leased premises shall consist of twelve (12) parking spaces in the rear section of the Highland Hardware parking lot, located at 1015-1019 Los Angeles Avenue, during the hours from 6:00 p.m. until 12:00 midnight, seven (7) days per week during the term of this lease. The leased premises shall be used as a parking area for customers and employees at Lessee's property at 1021-1023 Virginia Avenue. The Lessor, at their expense and risk shall maintain said premises in existing condition. Lessee shall not, without prior written consent of the Lessor, make any substantial modification of the leased property. Lessor reserves the right to modify the property to accommodate any needs of the retail store adjacent thereto.

(B) All permanent alterations, additions or improvements made by the Lessee shall become the property of the Lessor at the termination of the lease. The parties acknowledge and agree this lease is pursuant to the zoning conditions requiring parking and specific signage. Lessee has agreed to share equally in the cost of the signage. Landlord and Lessee shall cooperate in the design and posting of any parking signs or notices, subject to Landlord's express written approval in their sole discretion.

(C) Lessor shall be responsible for all taxes and any other municipal, county, state or other governmental assessments, and none shall be incurred by the Lessee without the written consent of Lessor.

(D) Lessee shall not assign this lease without the prior written consent of Lessor.

(E) Lessee agrees to, shall pay for premiums for and maintain, at its expense, during the entire term of this lease, or any extension thereof, public liability insurance in the minimum amount of \$500,000.00 for loss from an accident resulting in bodily injury to or death of persons, and \$150,000.00 for loss from accident resulting in damage to or destruction of property, and shall furnish a copy of the policy and paid receipts as evidence of such coverage. Lessee agrees to indemnify and hold harmless the Lessor against all claims for damages to persons or property by reason of the use of the premises, and all other expenses incurred by Lessor because thereof, including attorney's fees and court costs.

(F) This agreement may be terminated by either party upon giving to the other, in writing, sixty (60) days notice to terminate. Lessee shall be responsible to Lessor for all rent due up to and through the date of final termination.

(G) Notices to Lessee shall be in care of Virginia-Highland Real Estate Investment Corp., 78 Inman Circle, Atlanta, GA 30309. Notices to Lessor shall be in care of Highland Hardware, Inc., 1045 N. Highland Ave NE, Atlanta, GA 30306.

(H) This agreement shall be construed under and in accordance with the laws of the State of Georgia as a short term lease, and all obligations of the parties created hereunder are performable in the State of Georgia. Time is of the essence in each and every respect thereof.

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

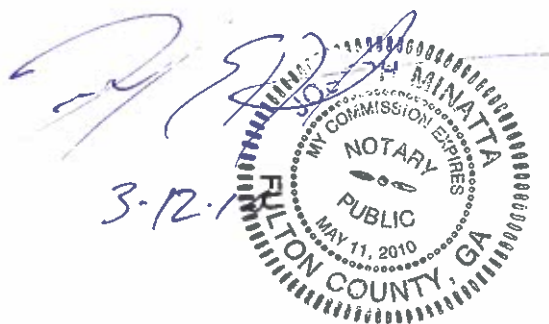
IN WITNESS WHEREOF, the parties herein have hereunto set their hands, the day and year first above written.

Chris Bagby 3/12/10
(Landlord) (Date)
Chris Bagby, CEO
Highland Hardware, Inc.

Scott Stern 3/12/10
(Tenant) (Date)
Scott Stern, Managing Member
Highlands Real Estate, LLC

1045 N. Highland Ave
Atlanta, GA 30306
404-872-4466

78 Inman Circle NE
Atlanta, GA 30309
404-856-0678





CITY OF ATLANTA

DEPARTMENT OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD CONSERVATION
68 MITCHELL STREET, S.W. SUITE 3350 • ATLANTA, GEORGIA 30335-0308
404-330-6145 • FAX: 404-658-7491

BILL CAMPBELL
MAYOR

MICHAEL A. DOBBINS
Commissioner

March 22, 1999

ROBERT C. GRAY
Director

Scott Stern
78 Inman Circle
Atlanta, GA 30309

Bureau of Planning

Dear Applicant:

V-99-7 Application of Scott Stern, for a special exception from the zoning regulations to reduce the required on-site parking from 35 spaces to 0 spaces and to allow for off-site parking for 12 spaces within 500 feet on the primary use to allow the continuance of an existing restaurant use. (Primary approved as V-80-328, V-85-377, V-87-276, V-93-69 and V-95-98). Property is located at **1021 Virginia Avenue, NE** fronting 69 feet on the south side of Virginia Avenue beginning 87 feet from the southeast corner of North Highland Avenue. Depth: varies. Property is zoned C-1 (Community Business) District. Land Lot 1, of the 17th District, Fulton County, Georgia.

OWNER: SCOTT STERN

COUNCIL DISTRICT: 6, NPU "F"

As a result of a public hearing held on March 19, 1999 by the Board of Zoning Adjustment the above referenced application was approved conditioned on applicant providing 12 parking spaces off-site within 500 feet of the subject property conditioned on the following 1) off-site parking spaces are to be marked for the exclusive use of the restaurant from 6:00 p.m. to midnight seven days a week as stated in a letter from Chris Bagby, President, Highland Hardware dated February 16, 1999 and marked received by the Bureau of Planning, February 25, 1999; 2) a copy of the lease for the off-site parking spaces to be provided to the Bureau of Planning as the lease is renewed and notification to the Bureau of Planning should the location of the off-site parking spaces change; 3) the tenant of 1021 Virginia Avenue not begin operation until 6:00 p.m. which is the time the off-site parking spaces are available; approval of special exception for five (5) years to reduce the required on-site parking to 0 spaces to allow lunch time operation from 11:30 a.m. to 2:30 p.m.

Sincerely,

Harold Buckley Jr.

James Bailey, Acting Secretary
Board of Zoning Adjustment



CITY OF ATLANTA

DEPARTMENT OF PLANNING, DEVELOPMENT AND NEIGHBORHOOD CONSERVATION
68 MITCHELL STREET, S.W. SUITE 3350 • ATLANTA, GEORGIA 30335-0308
404-330-6145 • FAX: 404-658-7491

BILL CAMPBELL
MAYOR

March 8, 1999

MICHAEL A. DOBBINS
Commissioner

ROBERT C. GRAY
Director

Bureau of Planning

Scott Stern
78 Inman Circle
Atlanta, GA 30309

Dear Applicant:

V-99-7 Application of Scott Stern, for a special exception from the zoning regulations to reduce the required on-site parking from 35 spaces to 0 spaces and to allow for off-site parking for 12 spaces within 500 feet on the primary use to allow the continuance of an existing restaurant use. (Primary approved as V-80-328, V-85-377, V-87-276, V-93-69 and V-95-98). Property is located at **1021 Virginia Avenue, NE** fronting 69 feet on the south side of Virginia Avenue beginning 87 feet from the southeast corner of North Highland Avenue. Depth: varies. Property is zoned C-1 (Community Business) District. Land Lot 1, of the 17th District, Fulton County, Georgia.

OWNER: SCOTT STERN

COUNCIL DISTRICT: 6, NPU "F"

As a result of a public hearing held on March 5, 1999 by the Board of Zoning Adjustment the above referenced application was deferred to March 19, 1999.

Sincerely,

Harold Buckley Jr. for

James Bailey, Acting Secretary
Board of Zoning Adjustment

AD:lh

cc: Albert Maslia, Chairman, Board of Zoning Adjustment
, District Councilmember
Robert Gray, Director, Bureau of Planning
Diane Barfield, Bureau of Buildings, Zoning Enforcement
Sandra Jennings, Bureau of Traffic and Transportation



CITY OF ATLANTA

BILL CAMPBELL
Mayor

68 MITCHELL STREET, S.W., SOUTH BUILDING • SUITE 3350 • ATLANTA, GEORGIA 30335-0310
(404) 330-6145 • FAX: (404) 658-7491

LEON S. EPLAN
Commissioner
Department of Planning
and Development

August 1, 1995

FERNANDO COSTA
Director
Bureau of Planning

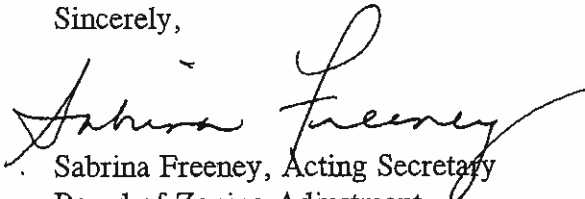
Mr. Scott Stern
78 Inman Circle
Atlanta, GA 30309

Dear Mr. Scott:

V-95-98 Application of Scott Stern, for a Variance from the zoning regulations to amend previously approved Special Exception (V-93-69). The previous special exception contained conditions of hours of operations and off-site parking. Property is located at **1021 Virginia Avenue, N.E.**, fronting 69.24 feet on the southerly side of Virginia Avenue, beginning 87.1 feet from the southeast corner of Virginia Avenue and North Highland Avenue. Depth: 62.4 feet. Property is zoned C-1, (Community Business District). Land Lot 1, 17th District, Fulton County, Georgia.
OWNER: Scott Stern
COUNCIL DISTRICT 6, NPU "F"

As a result of a public hearing held on July 28, 1995 by the Board of Zoning Adjustment, the above reference application was approved for a 3 year extension

Sincerely,


Sabrina Freney, Acting Secretary
Board of Zoning Adjustment

SF:lh

cc: Lisa A. Wade, Chairperson, Board of Zoning Adjustment
Mary Davis, District Councilmember
Fernando Costa, Director, Bureau of Planning
Milton L. Jackson, Bureau of Buildings, Zoning Enforcement
John Krueger, Bureau of Traffic and Transportation
Inza Slayton, NPU Coordinator



CITY OF ATLANTA

MAYNARD JACKSON
Mayor

68 MITCHELL STREET, S.W., SUITE 3350 • ATLANTA, GEORGIA 30335-0310
(404) 330-6145 • FAX: (404) 658-7638

LEON S. EPLAN
Commissioner

Department of Planning
and Development

FERNANDO COSTA
Director

Bureau of Planning

June 15, 1993

Mr. Scott Stern
c/o Mr. Carl E. Westmoreland, Jr., Esq.
Peterson Dillard Young Self & Asselin
230 Peachtree Street, N.W.
Suite 1100
Atlanta, Georgia 30303

Dear Mr. Stern:

V-93-69 Application of Starling Sutton & Associates, 568 Fourteenth Street, for a Special Exception from the zoning regulations to reduce on-site parking to zero spaces and that twelve spaces be provided off-site. Property is located at 1021 Virginia Avenue, N.E., fronting twenty-eight feet on the southerly side of Virginia Avenue, beginning 87.1 feet east from the southeast corner of Virginia Avenue and North Highland Avenue. Depth: 62.4 feet. Property is zoned C-1 (Community Business District). Land Lot 1, 17th District, Fulton County, Georgia.
OWNER: Scott Stern
COUNCIL DISTRICT 6, NPU "F"

As a result of a public hearing held on June 11, 1993, by the Board of Zoning Adjustment, the above referenced application was approved, conditioned on the following: That the restaurant operate between the hours of 11:00 a.m., and 5:00 p.m. with zero parking for a period of two years. The request for a five year extension is approved to reduce on-site parking to zero spaces, that twelve parking spaces be provided off-site, after 5:00 p.m., and that the spaces be marked exclusively for use by the tenant of the property located at 1021 Virginia Avenue, N.E.

Sincerely,

William F. Kennedy, Jr.,
Secretary

WFK:le



CITY OF ATLANTA

ANDREW YOUNG
MAYOR

68 MITCHELL STREET, SUITE 1003
ATLANTA, GEORGIA 30335
404 • 658-6407

DEPARTMENT OF
COMMUNITY DEVELOPMENT
THOMAS L. WEYANDT, JR.
Commissioner
BUREAU OF PLANNING
FERNANDO COSTA
Director
ZONING DIVISION

February 11, 1988

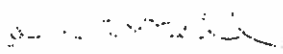
Hattie's, Inc.
1021 Virginia Avenue
Atlanta, Georgia

Dear Madame:

V-87-276 - Application of Hattie's, Inc., 1021 Virginia Avenue, to remove conditions #2 of V-80-338; also to request an extension of time limit placed on V-80-338. Property is located at 1021 Virginia Avenue, fronting 28 feet on the south side of Virginia Avenue, beginning 87.1 feet east from the southeast corner of North Highland Avenue. Depth: 62.4 feet. Property is zoned C-1, Community Business District. Land Lot 1, 17th District, Fulton County, Georgia.
COUNCIL DISTRICT 6, NPU "F"

As a result of a public hearing held by the City of Atlanta Board of Zoning Adjustment on Friday, February 5, 1988, the above referenced application was approved to extend the Special Exception for a period of 5 years and to delete previous restrictions on hours of operation. Approval is conditioned upon: 1) the Special Exception shall be valid only so long as the lease for parking spaces remains in effect; 2) applicant must submit evidence of continued existence of lease annually upon renewal of the business license for this establishment.

Yours truly,


WILLIAM F. KENNEDY, JR.,
SECRETARY

WFK;jr/cwd

cc S. Richard Rubin, Chairman
Fernando Costa, Director, Bureau of Planning
Milton L. Jackson, Chief Zoning Enforcement Officer
Janice L. Dent, Information Analyst
John Krueger, Bureau of Traffic and Transportation
Mary Jane Armstrong, OCCA



CITY OF ATLANTA

68 MITCHELL STREET, SUITE 1003
ATLANTA, GEORGIA 30335
404 . 658-6407

ANDREW YOUNG
MAYOR

DEPARTMENT OF
COMMUNITY DEVELOPMENT
AARON TURPEAU
Commissioner

BUREAU OF PLANNING
THOMAS L. WEYANDT, JR.
Director

ZONING DIVISION

February 4, 1986

Thomas C. Liber, Trustee,
d/b/a Moe's and Joe's Sidestreet Pizza
1041-B North Highland Avenue
Atlanta, Georgia 30306

Dear Mr. Liber:

V-85-377 - Appeal of Thomas C. Liber, Trustee, d/b/a Moe's and Joe's Sidestreet Pizza, 1041-B North Highland Avenue, for variance from the zoning regulations for a time extension on a previous variance which expires January 1986. Property is located at 1023-1021 Virginia Avenue, fronting 35 feet on the south side of Virginia Avenue, beginning 87.1 feet east of the southeast corner of N. Highland Avenue. Depth: 62.4 feet. Property is zoned C-1, Community Business District. Land Lot 1, 17th District, Fulton County, Georgia.
COUNCIL DISTRICT-6; NPU-F

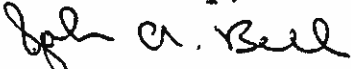
As a result of public hearing by the City of Atlanta Board of Zoning Adjustment on Friday, January 24, 1986 the above cited application was approved for a period of two (2) years from the date of this hearing, i.e., 1/24/88; conditioned upon the applicant submitting a legally binding lease agreement for twelve (12) off-site parking spaces; the lease agreement is to be effective throughout this two year period and is to be submitted within 30 days from the date of this hearing, i.e., 2/24/86 to the City of Atlanta Zoning Administration Staff.

Continued...

Thomas C. Liber
V-85-377
Page 2

The conditions imposed under V-80-338 as originally approved are all to remain in full force and effect.

Yours truly,



WILLIAM F. KENNEDY, JR.,
Secretary, Board of Zoning Adjustment

WFK;jr/cwd

cc S. Richard Rubin, Chairman
Thomas L. Weyandt, Jr., Director, Bureau of Planning
Milton L. Jackson, Chief Zoning Enforcement Officer
John Krueger, Bureau of Traffic and Transportation

CITY OF ATLANTA

CITY HALL / ATLANTA, GEORGIA 30303 / (404) 658-6400

MAYNARD JACKSON
Mayor

DICK LAYTON
Commissioner
Department of Budget and Planning



PANKE BRADLEY
Director
Bureau of Planning
CAROLE MASSEY
Director
Bureau of Budget Policy
and Evaluation

January 14, 1981

Steven J. Drucker & Alan M. Smith
823 Marstevan Drive, N.E. &
1167 Rosewood Drive, N.E.
Atlanta, Georgia 30306

Dear Messrs. Drucker & Smith:

V-80-338

DEC 31 1985

CITY OF ATLANTA
ZONING DIVISION

Appeal of Steven J. Drucker, 823 Marstevan Drive, N.E. and Alan M. Smith 1167 Rosewood Drive, N.E., for exception from the zoning regulations to allow a reduction in the number of required parking spaces to 14, 22 spaces required and the provision of the 14 spaces off-site within 300 feet of the primary use and within the same zoning district. Property is located at 1019-1025 Virginia Avenue, NE., fronting 69.3 feet on the south side of Virginia Avenue, beginning 87.1 feet easterly from the southeast corner of Virginia Avenue and Highland Avenue. Property is zoned C-1, Community Business District. Depth 62.4 feet. Land Lot 1, 17th District Fulton County, Georgia.

The public hearing on the above cited appeal was held by the City of Atlanta, Board of Zoning Adjustment on January 9, 1981. At that hearing the following action was taken: The applicant's appeal was amended to approve a variance rather than an exception for a period of 5 years only. Conditioned on the following: (1) a reduction to 0 parking spaces on site on the condition that twelve (12) spaces be provided off site at locations as specified by the applicant. (2) Hours of operation of the restaurant does not begin before 5:00 P.M., Monday through Sunday. (3) the applicant is to provide literature stating that they have signs designating the location of the parking spaces both at the restaurant site and at the parking site and that spaces be specifically marked. (4) all representations made to the Board by the applicant.

Yours truly,

William F. Kennedy, Jr.
William F. Kennedy, Jr.
Secretary, Board of Zoning Adjus



WFK/cd

cc: Bureau of Buildings (2) John ...

CITY OF ATLANTA

CITY HALL / ATLANTA, GEORGIA 30303 / (404) 658-6400

MAYNARD JACKSON
Mayor
DICK LAYTON
Commissioner
Department of Budget and Planning



PANKE BRADLEY
Director
Bureau of Planning
CAROLE MASSEY
Director
Bureau of Budget Policy
and Evaluation

January 14, 1981

Steven J. Drucker & Alan M. Smith
823 Marstevan Drive, N.E. &
1167 Rosewood Drive, N.E.
Atlanta, Georgia 30306

Dear Messrs. Drucker & Smith:

V-80-338

Appeal of Steven J. Drucker, 823 Marstevan Drive, N.E. and Alan M. Smith 1167 Rosewood Drive, N.E., for exception from the zoning regulations to allow a reduction in the number of required parking spaces to 14, 22 spaces required and the provision of the 14 spaces off-site within 300 feet of the primary use and within the same zoning district. Property is located at 1019-1025 Virginia Avenue, NE., fronting 69.3 feet on the south side of Virginia Avenue, beginning 87.1 feet easterly from the southeast corner of Virginia Avenue and Highland Avenue. Property is zoned C-1, Community Business District. Depth 62.4 feet. Land Lot 1, 17th District Fulton County, Georgia.

The public hearing on the above cited appeal was held by the City of Atlanta, Board of Zoning Adjustment on January 9, 1981. At that hearing the following action was taken: The applicant's appeal was amended to approve a variance rather than an exception for a period of 5 years only. Conditioned on the following: (1) a reduction to 0 parking spaces on site on the condition that twelve (12) spaces be provided off site at locations as specified by the applicant. (2) Hours of operation of the restaurant does not begin before 5:00 P.M., Monday through Sunday. (3) the applicant is to provide literature stating that they have signs designating the location of the parking spaces both at the restaurant site and at the parking site and that spaces be specifically marked. (4) all representations made to the Board by the applicant.

Yours truly,

W. H. St. Lawrence, Jr.
for William F. Kennedy, Jr.
Secretary, Board of Zoning Adj



WFK/cd

cc: Bureau of Buildings (2) John Drake, Mark V. Taylor