



OFFICE OF ZONING AND DEVELOPMENT

55 Trinity Avenue S.W., Suite 3350

Atlanta, Georgia 30303

(404) 330-6145

APPLICATION #: **V-20-082**

DATE ACCEPTED: **07/27/2020**

NOTICE TO APPLICANT

Address of Property:

1874 Defoor Avenue NW

City Council District: **9** Neighborhood Planning Unit (NPU): **D**

Board of Zoning Adjustment (BZA) Hearing Date:

Thursday, October 1, 2020 at 12:00 p.m.

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

The contact person for NPU V is:

Jim Martin

404-351-6949

James.martin@me.gatech.edu

Contact info for adjacent NPUs is provided below if necessary:

Additional Contacts:

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

Signed,

Alex Deus, for Director, Office of Zoning and Development

Applicant



City of Atlanta
Office of Zoning and Development
55 Trinity Avenue, Suite 3350
Atlanta, Georgia 30303
Phone: 404-330-6145

City of Atlanta | Department of City Planning
**OFFICE OF ZONING
& DEVELOPMENT**

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DATE: 7/27/2020

REFERRAL CERTIFICATE

COUNCIL DISTRICT 9 APPLICATION NUMBER V-20-82

NPU D DATE FILED 06.16.2020

Michael Mogill

Name of Applicant

BUILDING PERIT AUTHORIZING

Distribution Center

at 1874 Defoor Avenue NW 17/186
Street Address **Quadrant** **District & Land Lot**

to be used for Warehouse/Office purposes

The property is zoned I-1(Light Industrial) District

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

Applicant seeks a special exception from the zoning ordinance to reduce the required number of off-street parking spaces from 167 required parking spaces to 124 parking spaces for the renovation of an existing structure for warehouse and office use.

Applicant seeks no other variances at this time.

1982 ZONING ORDINANCE, AS AMENDED

Chapter 16 Section 16-16.009 Paragraph (5)(6)

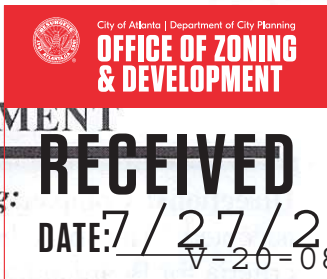
Chapter Section Paragraph

Tamaria Letang 7/22/2020
Plan Reviewer Date

Adam B. Foal

Applicant

07.23.2020
Date



APPLICATION FOR BOARD OF ZONING ADJUSTMENT

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

Variance	<input type="checkbox"/>
Special Exception	<input checked="" type="checkbox"/>
Variance & Special Exception	<input type="checkbox"/>

Date Filed 05.19.2020

Application Number _____

Name of Applicant Michael Mogill Daytime Phone 404.267.9240

Company Name (if applicable) Crisp Video email michael@crispvideo.com

Address 2282 Defoor Hills Road, Suite 150 Atlanta, GA 30318
street city state zip code

Name of Property Owner MMJ Ventures LLC Phone 404.267.9240

Address 2282 Defoor Hills Road, Suite 150 Atlanta, GA 30318
street city state zip code

Description of Property

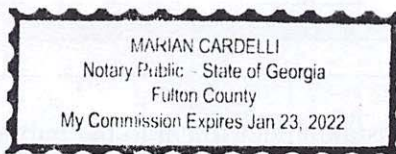
Address of Property 1874 Defoor Avenue NW Atlanta GA 30318
street city state zip code

Area: 110,677 SQ. FT. Land Lot: 17-186 District: 9, Fulton County, GA.

Property is zoned: I-1, Council District: 05, Neighborhood Planning Unit (NPU): D

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

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



Michael Mogill
Owner or Agent for Owner (Applicant)

MICHAEL MOGILL
Print Name of Owner

Sworn To And Subscribed Before Me This 20 Day Of May, 2020.

Marian CardeLLi
NOTARY PUBLIC



SUMMARY & JUSTIFICATION FOR VARIANCES

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Directions: Complete responses must be provided for ALL questions. Incomplete applications will not be accepted. The space below may be utilized or responses may be submitted as a separate attachment. Specific criteria for Board approval of variances may be found on page 7. **The justification must address the criteria.** Please submit a typewritten or legible justification.

Is the property described in this application subject to a pending application or ordinance for a Rezoning or Special Use Permit? ☐ YES ☒ NO. (If yes, the variance/special exception request will be rescheduled to a hearing following the final approval by City Council & the Mayor). Please provide the relevant zoning application number associated with the subject property: _____.

Summary of proposed construction changes to buildings or site (shall not replace submittal of written criteria). (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.").

Interior renovation of an existing loft office one-story warehouse to a new business occupancy.

Exterior facade renovations include: two main entries, two exterior patios and new ADA access.

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

39,588 covered square feet / 110,677 total lot square feet = 36 % proposed lot coverage

N/A % maximum allowed lot coverage

Variance Criteria (see page 6 for detailed criteria):

- 1) What are the extraordinary and exceptional conditions pertaining to the particular piece of property in question (size, shape or topography)? There are not any from a topographic standpoint.
Given the size of the building on the site, there is not enough parking on the site by zoning.
- 2) How would the application of the Zoning Ordinance of the City of Atlanta to this particular piece of property create an unnecessary hardship? The site does not currently meet the zoning requirements for the off-street parking of an office (one space per 300 square feet)
- 3) What conditions are peculiar to this particular piece of property? N/A
- 4) Submit facts to show that relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the Zoning Ordinance of the City of Atlanta. The client has a shared parking agreement with a property close by to meet the required parking regulations.

**SUMMARY & JUSTIFICATION FOR SPECIAL EXCEPTIONS****RECEIVED**

JAN 27 2020

V-20-082

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

Is the property described in this application subject to a pending application or ordinance for a Rezoning or Special Use Permit? ☐ YES ☒ NO. (If yes, the variance/special exception request will be rescheduled to a hearing following the final approval by City Council & the Mayor.) Please provide the relevant zoning application number associated with the subject property: _____.

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

- ☐ **Parking & Loading:** List the hours and manner of operation for the proposed use, the maximum number of employees who will park on the site at any given time, and list the maximum estimated number of customers (visitors or similar persons) who will require automobile parking in connection with the use on the site at any given time. **If you are proposing off-site parking, see the attached Standards for off-site Parking Agreements (page 11).**

Operating during standard business hours (9am - 5pm) for employees and clients of the propo



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

- ☐ **Active Recreation:** _____

- ☐ **Non-Conforming Uses & Structures (i.e. duplex):** _____

- ☐ **All other Special Exception Requests:** _____

**PARKING SPACE LICENSE AGREEMENT- CRISP****BASIC LICENSE AGREEMENT PROVISIONS AND DEFINITIONS**

The following constitutes a brief summary of the basic provisions of the Parking Space License Agreement- 8West (the "License") and does not constitute part of the License. It is inserted solely for convenience of reference and should not be relied upon in substitution for the complete terms and conditions governing the rights and obligations of the parties as more fully set forth in the License.

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Licensee	MMJ Ventures
Location	Surface Parking Lot at 1385 Collier Rd
Address for Licensee Notices	2282 Defoor Ave, Suite 150, Atlanta, GA 30342
Licensor	SWH Wyatt 1385, LLC
Licensor Address	3350 Riverwood Parkway, Suite 400, Atlanta, GA 30342
Parking Spaces	43
Parking Space Location	See Exhibit B
Commencement Date	July 1, 2020
Initial Expiration Date	June 30, 2021
Termination of Parking License	See Section 2
Renewal of Term of Parking License	See Section 2
License Fee	See Section 3
Due Date	See Section 3
Hours of Use	See Section 3



PARKING SPACE LICENSE AGREEMENT - CRISP

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This **PARKING SPACE LICENSE AGREEMENT - CRISP** (this "License") is entered into as of May 15, 2020, by and between **MMJ Ventures, LLC** ("Licensee") and **SWH Wyatt 1385, LLC** ("Licensor").

DATE 7/27/20

V-20-082

WITNESSETH:

WHEREAS, Licensor is the owner of the parcel of land described on Exhibit A attached hereto, on which are located two industrial buildings located at 1385 Collier Road, (referred to as "1385 Collier");

WHEREAS, Licensee desires to utilize a portion of the Surface Parking Lot located at 1385 Collier for monthly parking and plans to provide private shuttle services as is needed for its employees and guest in accordance with the terms and conditions of this License: and

WHEREAS, Licensor has agreed to allow Licensee to utilize the designated portion of the Surface Parking Lot subject to the terms and conditions of this License;

NOW, THEREFORE, in consideration of Ten and No/Dollars (\$10.00) and the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Licensor and Licensee agree as follows:

1. Grant of License; Days and Hours of Use. In consideration of the obligations herein to be observed and performed by Licensee and subject to the terms and conditions of this License, Licensor hereby grants Licensee a non-exclusive license to use up to forty-three (43) parking spaces (individually, a "Parking Space" and collectively, the "Parking Spaces") in the Surface Parking Lot on a first-come, first-serve basis, located in the area shown on Exhibit B hereto (the "Parking Space Location"), but only for the period from 8:00 A.M. to 9:00 P.M. on Sunday through Saturday (the "Hours of Use"). Licensee hereby acknowledges and agrees that the Hours of Use includes all Holidays. New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day set aside to celebrate such holidays are "Holidays" under this License.

2. Initial Term; Termination; Renewal Terms. The term of this License (the "Initial Term") shall begin on June 1, 2020 at 12:00AM, and shall continue until 11:59PM, June 30, 2021 (the "Initial Expiration Date"), or such earlier date of termination as otherwise provided in this License. Notwithstanding the foregoing, each party hereto shall have the right to terminate this License, without cause and without penalty, by providing the other party hereto with thirty (30) days' prior written notice of its intent to terminate. Upon the Initial Expiration Date, the Initial Term shall automatically renew for successive and consecutive thirty (30) day periods (each, a "Renewal Term"; the Initial Term and each Renewal Term is hereinafter referred to as the "Term") until a party hereto elects to terminate this License in accordance with the terms and conditions hereof.

3. License Fee; Payment of License Fee. In consideration for the license and benefits granted to Licensee under this License, Licensee shall pay to Licensor Licensor's quoted monthly contract rate (as set by Licensor from time to time) for parking spaces in the Surface Parking Lot, the rate at the Commencement Date being \$10.00 per parking space (i.e., Four Hundred Thirty and No/100 Dollars (\$430.00) per month for the Parking Spaces), plus applicable sales and use tax and surcharges on such amount or on Licensee's use of the Surface Parking Spaces, if any (collectively, from time to time, the "License Fee"). The first installment of such License Fee shall

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be due and payable upon the first (1st day of the Initial Term, and each successive payment thereafter. License Fee shall be due and payable on the tenth (10) day of each calendar month during the Term (the "Due Date").

4. Parking Space Location: Access to the Surface Parking Lot. Licensee acknowledges and agrees that Licensee and its agents, invitees, employees, officers, or any other persons which Licensee permits to use the Surface Parking Lot pursuant to this License (individually, a "Licensee Party", and collectively, the "Licensee Parties") are required to and may only park any vehicles within Parking Space Location. Licensors may relocate the Parking Space Location from time to time, upon reasonable prior notice to Licensee, so long as the number of Licensee's Parking Spaces licensed hereunder are not reduced as a result of such relocation. Vehicular access to and from the Surface Parking Lot for Licensee Parties shall be made only through those entrances as established or designated from time to time by Licensors.

5. Compliance with Legal Requirements and Rules and Regulations. Licensee shall at all times comply with all (i) present and future applicable laws, ordinances, codes, rules, regulations, orders, rulings of each and every federal, state and local government body, agency or court having jurisdiction of the Surface Parking Lot or Licensee's use of the Surface Parking Lot, as now or at any time hereafter in effect, (ii) all matters appearing of public record on or before the date hereof, as such matters of title may be amended from time to time, affecting the Surface Parking Lot and (iii) reasonable regulations or requirements of the insurance companies providing insurance for the Surface Parking Lot (collectively, the "Legal Requirements"). Licensors reserves the right to adopt, modify, amend and enforce reasonable rules governing the use of the Surface Parking Lot from time to time (collectively, "Management Rules"). Licensee agrees to comply with and be bound by all such Legal Requirements and Management Rules which are in effect from time to time. Manager may refuse to permit any Licensee Parties in violation of such Legal Requirements or Management Rules into the Surface Parking Lot. Any violation of Management Rules or Legal Requirements shall subject Licensee Parties' vehicles to removal from the Surface Parking Lot at the Licensee Parties' expense. Licensee's failure to comply with any Legal Requirements or Management Rules shall constitute default hereunder.

6. Default; Remedies. Each of the following shall be an event of default under this License: (i) Licensee fails to make any payment of any amount due hereunder, when due, and such failure shall continue for a period of five (5) days after such amount is due (each, a "Monetary Default"); or (ii) Licensee fails to perform any other covenant or agreement of this License and shall not cure such failure within ten (10) days after written notice thereof to Licensee (a "Nonmonetary Default"). If there is an event of default by Licensee, Licensors shall have all remedies available to Licensors at law or in equity, and may also, at its option, terminate this License immediately upon written notice to Licensee and immediately suspend the use of the Surface Parking Lot by Licensee Parties. In addition to, and not in lieu of, the foregoing, if a Nonmonetary Default is of a nature so as to cause, in Licensors's sole but reasonable discretion, an imminent risk of harm to persons or property, including, without limitation, tenants within 1385 Collier or presents an imminent risk of causing a default under any lease for premises within 1385 Collier, Licensors may immediately terminate this License upon written notice to Licensee and suspend the use of the Surface Parking Lot by Licensee Parties. In any such event, Licensors shall have right to remove from the Surface Parking Lot, at Licensee's expense, any vehicles parked in violation of this License. Licensors shall have no liability for any such removal of property or any other liability with respect to Licensee's event of default.

7. Alterations and Signage. For the avoidance of doubt, Licensee shall have no right to cause or permit any alteration, installation or improvements to the Surface Parking Lot, or install any



signage in the Surface Parking Lot, and any such act or attempted act shall be an event of default without opportunity for notice or cure.

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8. Surface Parking Operator: Disclaimer of Liability. Licensee acknowledges that Licensors has contracted or may contract with an independent contractor (a "Surface Parking Lot Operator"), to operate and manage the Surface Parking Lot. In such event, Licensee acknowledges that Licensors shall have no liability for claims arising through acts or omissions of such Surface Parking Lot Operator, except to the extent liability would arise due to a failure of any such Surface Parking Lot Operator to abide by the applicable terms of this License. Licensee acknowledges and understands that the Parking Spaces shall be provided on an unreserved, "first come, first-served" basis. Licensors reserves the right to assign other parking spaces within the Surface Parking Lot. Licensee acknowledges and agrees that some or all of the Parking Spaces may be allocated to tenants of 1385 Collier, and, as a result, Licensors cannot assure Licensee that the Parking Spaces will be available for Licensee's use during the Hours of Use in accordance with this License. Licensee's sole and exclusive remedy for the inability to use the Parking Spaces licensed hereunder as a result of the use of tenants of 1385 Collier shall be to terminate this License immediately upon written notice to Licensors. Licensee understands and agrees neither Licensors nor Surface Parking Lot Operator shall be liable for any damage to property or personal injury matters which occur in the Surface Parking Lot (including, but not limited to, theft, disappearance or loss of any property of Licensee or any Licensee Parties), except for those caused by such party's unlawful acts or gross negligence. Licensee agrees to consult with its own insurance carriers and to require all Licensee Parties to consult with their respective insurance carriers for payment of any losses sustained in connection with use of the Surface Parking Lot. The provisions of this Section 8 shall survive the expiration or termination of this License with respect to any damage, injury or death occurring before such expiration or termination.

9. Indemnity. Licensee shall save, indemnify, defend and hold Licensors and Licensors's members, managers, property managers, partners, directors, officers, representatives, agents, employees, and lenders and other equity owners harmless of, from and against any and all causes of action, proceedings, claims, liabilities, demands, charges, suits, penalties, losses, damages, costs and expenses (including, without limitation, all court costs and attorneys' fees and expenses) in connection with, arising out of or relating to Licensee's use (or any Licensee Party's use) of, or operations on or about, the Surface Parking Lot, including private shuttle services, or from Licensee's breach of this License, except for those matters arising in connection with Licensors's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Licensee's duties to indemnify and hold Licensors and such indemnitees harmless shall extend to such matters described above and which arise from any of bodily injury, death, Licensee's failure to comply with Legal Requirements and any claims asserted against Licensors and arising from Licensors's enforcement of its right to cause a Licensee Party's vehicle to be removed from the Surface Parking Lot as permitted hereunder.

10. Insurance: Waiver of Subrogation.

(a) Prior to the commencement of this License and at all times during the Term, Licensee, and its agents and vendors, agrees to maintain, or cause to be maintained with financially sound and reputable insurers insurance coverages with the requirements listed below, and with Licensors and its owners, affiliates, directors, and officers listed as additional insureds thereon.

(i) Workers Compensation. Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of Georgia.

(ii) General Liability. Comprehensive General Liability insurance on an



occurrence form basis with limits of not less than \$1,000,000 per occurrence with an annual aggregate limit \$2,000,000 per location.

(iii) **Umbrella Liability.** Umbrella liability insurance with an annual aggregate limit of not less than \$5,000,000 which policy shall include, without limitation, coverage of liability for matters insured against by the policy described in this Section. Licensee waives and releases any claims that it may have against Licensor, its agents, officers, or employees, for any loss or damage that may occur to the Surface Parking Lot or a part thereof, or any improvements thereto, or any personal property of Licensee or a Licensee Party therein (including the personal property of the Licensee Parties), by reason of fire, the elements, or any other cause(s), regardless of cause or origin, including negligence of Licensor, its agents, officers or employees, where such loss or damage would either be covered by insurance required to be maintained under this License (whether or not such insurance is in effect) or to the extent such loss or damage is actually covered by any other insurance carried by Licensee. Licensee shall have included in all policies of property insurance covering the Parking Spaces a waiver by the insurer of all right of subrogation against Licensor in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by Licensee. If the release by Licensee of Licensor, as set forth above, should contravene any law with respect to exculpatory agreements and, as a result, not be enforceable, the liability in question of Licensor shall be deemed not released but shall be secondary to the liability of Licensee's insurer.

11. **Surrender.** At the expiration or earlier termination of this License, Licensee shall vacate and surrender possession of the Parking Spaces and Surface Parking Lot in the condition existing prior to the Initial Term and as otherwise required hereunder, ordinary wear and tear excepted, and shall remove all personal property from the Surface Parking Lot. For each day following the Term, if Licensee has not surrendered the Parking Spaces and Surface Parking Lot to Licensor or Surface Parking Lot Operator in accordance with the terms of this License, Licensee will pay Licensor a holdover fee equal one hundred fifty percent (150%) of the License Fee that would otherwise be due and payable.

12. **Subordination.** This License is and shall be subject and subordinate to all ground or underlying leases of the 1385 Collier or Surface Parking Lot (or portion thereof) and to all mortgages, deeds of trust, deeds to secure debt and similar security documents which may now or hereafter encumber all or any portion of the title of Licensor to 1385 Collier or Surface Parking Lot or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required to effect such subordination, but in confirmation of such subordination, Licensee shall execute, within fifteen (15) days after request, any certificate that Licensor may reasonably require acknowledging and confirming such subordination. If Licensee fails to execute any such requested documentation within fifteen (15) days after Licensor's request therefor, Licensor shall have the right to immediately terminate immediately this License and suspend Licensee's use of the Surface Parking Lot. Notwithstanding the foregoing, the party holding the instrument to which this License is subordinate shall have the right to recognize and preserve this License in the event of any foreclosure sale or possessory action, and in such case, this License shall continue in full force and effect at the option of the party holding the superior lien and Licensee shall attorn to such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment.

13. **Notices.** Any notice required or permitted to be given under this License shall be sent either by: (a) personal delivery service against receipt, with charges therefor billed to shipper; (b) nationally recognized overnight delivery service (such as FedEx, United Parcel Service, Airborne, etc.) with charges therefore billed to shipper; or (c) first-class United States Mail, postage prepaid registered or certified mail, return receipt requested. Any notice or communication sent as above provided shall be

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deemed given or delivered: (i) upon receipt, if personally delivered (provided delivery is confirmed by the courier delivery service); (ii) on the date of delivery by any nationally recognized overnight delivery service; or (iii) if sent by United States Mail, seven (7) business days after being deposited in a United States Post Office. Any notice or communication required or permitted hereunder shall be addressed as set forth:

Licensee : MMJ Ventures LLC
2282 Defoor Ave
Suite 150
Atlanta, GA 30318

Licensor: SWH Wyatt 1385 LLC - 20-082
3350 Riverwood Pkwy
Suite 400
Atlanta, GA 30339

14. Casualty: Condemnation. If the Surface Parking Lot or the Parking Spaces are rendered unfit for Licensee's use by fire or other casualty, this License will immediately terminate, and all amounts due hereunder shall be accounted for as of the date of such termination. If the whole or part of the Surface Parking Lot is taken by any public or quasi-public authority under the power of eminent domain or condemnation, or in the event of a conveyance in lieu thereof, then this License shall terminate on the date of such taking or conveyance. Any award in condemnation or compensation in lieu thereof paid in respect of the Surface Parking Lot, or any part thereof, shall be the sole property of Licensor.

15. Estoppel Certificate. From time to time, Licensee, on not less than seven (7) days' prior notice, shall execute and deliver to Licensor an estoppel certificate in a reasonable form generally consistent with the requirements of institutional lenders and/or reasonable purchasers and certified to Licensor and any mortgagee or prospective mortgagee or purchaser of all or a portion of the 1385 Collier and the Surface Parking Lot (or both).

16. General Provisions.

(a) Authority. Licensee and Licensor each represent and warrant that the recitals to this License are true and correct and that it has the full power and authority to execute, deliver, and perform its respective obligations under this License. The representative signatories for Licensee and Licensor each individually represent and warrant that he or she is duly authorized to execute this License to bind the entity on whose behalf such signatory executes this License.

(b) Governing Law. The laws of the State of Georgia and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this License.

(c) Non-Assignment. Licensee shall not voluntarily or involuntarily assign, transfer, mortgage or otherwise encumber this License or any interest of Licensee herein, in whole or in part, or sublicense the whole or any part of the Surface Parking Lot .

(d) Severability; Construction. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this License. It is the intent of the parties hereto that if any provision of this License is capable of two constructions, one of which would render the provision void and the other of which will render the provision valid, then the provision shall have the meaning that shall render it valid. This License has been fully reviewed and negotiated by each party and its respective counsel and shall not be more strictly construed against any party.

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(e) Successors and Assigns. Each and all of the covenants, terms, conditions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this License, their respective heirs, legal representatives, successors and assigns.

(f) Attorneys' Fees. In the event of a dispute, Licensor shall have the right to collect from Licensee its reasonable costs, necessary disbursements, and attorney's fees incurred in enforcing this License.

(g) Waiver. The waiver by Licensor of any breach of any term or condition of this License shall not be deemed to be a waiver of any subsequent breach of the same or of any other term or condition of this License. The subsequent acceptance of any amount due under this License by Licensor shall not be deemed to be a waiver of any preceding breach by Licensee of any term or condition of this License, other than the failure of Licensee to make the payment so accepted, regardless of Licensor's knowledge of such preceding breach at the time of acceptance of such payment. No term or condition of this License shall be deemed to have been waived by Licensor unless Licensor shall expressly waive the same in writing to Licensee.

(h) Entire Agreement. This License and the exhibits attached hereto and forming a part hereof set forth all the obligations, covenants, promises, agreements, conditions and understanding between Licensor and Licensee concerning the Parking Spaces. All prior communications, negotiations, arrangements, representations, agreements and understandings, whether oral or written, between the parties hereto, and their representatives, are merged herein and extinguished. No subsequent alteration, amendment, change or addition to this License shall be binding upon Licensor or Licensee unless reduced to writing and signed by both parties.

(i) Relationship of the Licensor and Licensee. The relationship of the Licensor and Licensee shall be solely that of a licensor and licensee and nothing herein shall be deemed to create a landlord-tenant, partnership, joint venture or any other relationship between them. Licensee has only a license, not subject to levy and sale and not assignable by Licensee, and nothing herein shall be construed as granting to Licensee any property rights of the Surface Parking Lot or the Parking Spaces.

(j) Captions. The captions appearing in this License are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the sections or articles of this License.

(k) Licensee Defined: Joint and Several Liability. If there be more than one party comprising the Licensee hereunder, the word "Licensee" shall be deemed and taken to mean each and every person or party mentioned as a Licensee herein and such parties comprising Licensee hereunder, and each of them, are and shall be jointly and severally liable for all duties, obligations and liabilities of the Licensee under this License. Any notice, demand or other communication provided by Licensor in accordance with Section 13 shall be deemed given to any parties comprising Licensee. The use of the neuter singular pronoun to refer to Licensee shall be deemed a proper reference even though Licensee may be an individual, a partnership, a corporation, a trust, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this License apply in the plural sense where there is more than one Licensee and to corporations, associations, partnerships or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

(l) Brokerage Commission. Each party to this License represents and warrants to

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the other that it has had no dealings, negotiations or consultation with respect to the Surface Parking Lot or the Parking Spaces or this transaction with any broker, agent or finder. If any broker, agent or finder claims the right to a commission, fee or other compensation by reason of this License, the party whose actions or commitments are alleged to be the basis of such claim shall be responsible for and shall defend, indemnify and save the other party harmless from and against all costs, fees (including, without limitation, attorney's fees), expenses, liabilities and claims incurred or suffered by such party as a result of such claim.

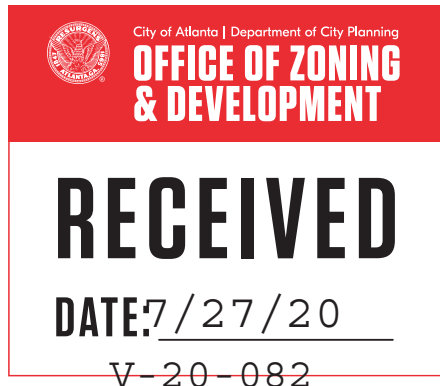
(m) Counterparts. This License may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute a single instrument. Any counterpart hereof may be executed and delivered by email, facsimile or other electronic transmission, which shall have the same force and effect as an original.

(n) Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Licensor, Licensor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to "Force Majeure," which term shall include strikes, riots, acts of God, war, or governmental laws, regulations and restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Licensor.

(o) Limitation of Liability. ANYTHING CONTAINED IN THIS LICENSE TO THE CONTRARY NOTWITHSTANDING, LICENSEE AGREES THAT LICENSEE SHALL LOOK SOLELY TO ESTATE AND PROPERTY OF LICENSOR IN THE PARKING SPACES FOR THE COLLECTION OF ANY JUDGMENT OR OTHER JUDICIAL PROCESS REQUIRING THE PAYMENT OF MONEY BY LICENSOR FOR ANY CONTRACTUAL DEFAULT OR BREACH BY LICENSOR UNDER THIS LICENSE, SUBJECT, HOWEVER, TO THE PRIOR RIGHTS OF ANY MORTGAGEE OR OWNER OF THE PARKING DECK. NO ASSETS OF LICENSOR OR ANY PARTNERS, SHAREHOLDERS OR OTHER PRINCIPALS OR BENEFICIARIES OF LICENSOR SHALL BE SUBJECT TO LEVY, EXECUTION, OR OTHER JUDICIAL PROCESS FOR THE SATISFACTION OF LICENSEE'S CLAIM. LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY CLAIMING BY OR THROUGH LICENSEE, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS LICENSE. THIS SUBSECTION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS LICENSE.

[Remainder of the page left intentionally blank; signatures begin on the next page]

IN WITNESS WHEREOF, Licensors and Licensees have duly executed this License as of the date first written above.



LICENSOR:

SWH WYATT 1385 LLC

By: _____

Name: G. McWhirter Simmons Jr

Title: _____

MANAGER

LICENSEE:

MMJ Ventures, LLC

By: _____

Name: _____

MICHAEL MOGILL

Title: _____

MANAGER

**RECEIVED****DATE:** 7/27/20

V-20-082

EXHIBIT A
LEGAL DESCRIPTION OF 1385 COLLIER

All that tract or parcel of land lying and being in Land Lot 193 of the 17th District, City of Atlanta, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a point at the intersection of the Northern right-of-way of Hills Avenue a.k.a. Collier Road (variable right-of-way) and the Western right-of-way of Hills Place; Thence along said right-of-way of Hills Avenue in a southwestern direction 256.5 feet to a PK nail found, said PK nail found being the TRUE POINT OF BEGINNING; Thence continuing along said right-of-way South 46 degrees 30 minutes 34 seconds West, a distance of 412.06 feet to a 1/2" rebar found; Thence leaving said right-of-way North 29 degrees 40 minutes 24 seconds West, a distance of 600.64 feet to a 5/8" rebar set; Thence North 88 degrees 33 minutes 02 seconds East, a distance of 435.48 feet to a 1" open top pipe found; Thence South 80 degrees 31 minutes 48 seconds East, a distance of 5.52 feet to a 1/2" rebar found; Thence South 32 degrees 02 minutes 53 seconds East, a distance of 155.53 feet to a 1" open top pipe found; Thence South 32 degrees 02 minutes 53 seconds East, a distance of 137.51 feet to a PK nail found on the Northern right-of-way of Hills Avenue; Said PK nail set being the TRUE POINT OF BEGINNING.

Said tract contains 4.039 Acres



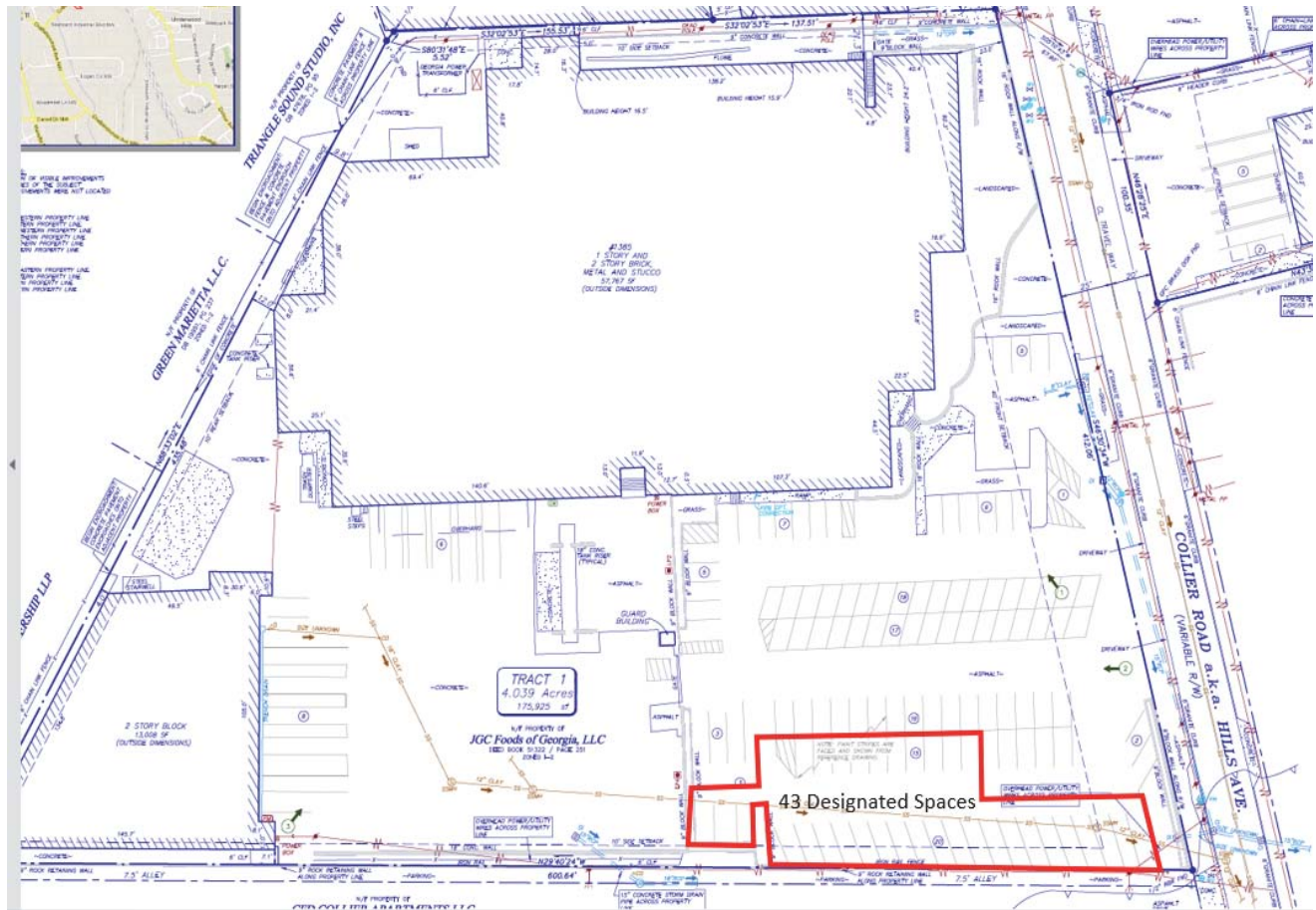
EXHIBIT B

PARKING SPACE LOCATION

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DATE: 7/27/20

V-20-082





City of Atlanta | Department of City Planning

OFFICE OF ZONING & DEVELOPMENT

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DATE: 7/27/20

V-20-082

PARKING VARIANCE PRESENTATION

06.04.2020

Project #11562

ASD | SKY

55 Ivan Allen Jr. Boulevard, Suite 100

Atlanta, GA 30308

404.688.4702

1874 Defoor Avenue

Atlanta, GA 30318



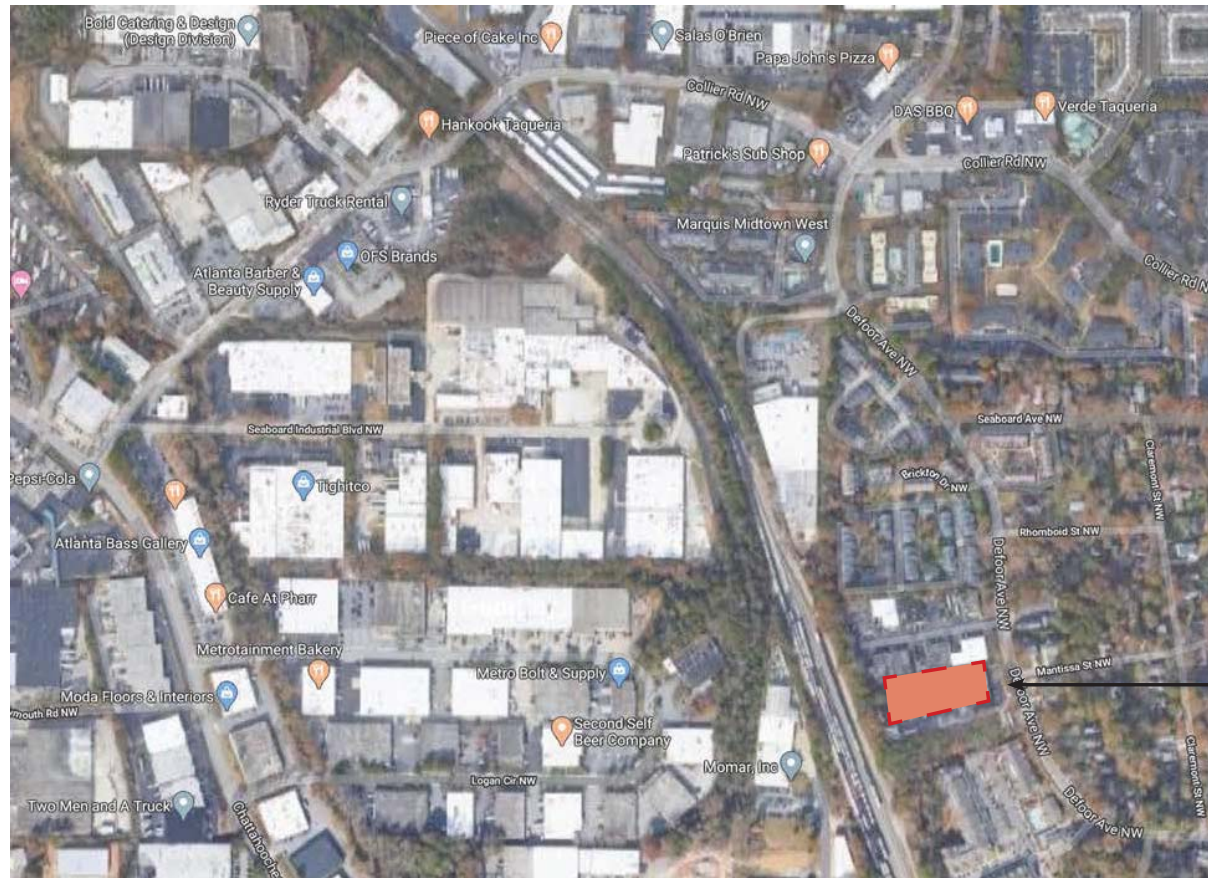
City of Atlanta | Department of City Planning

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& DEVELOPMENT**

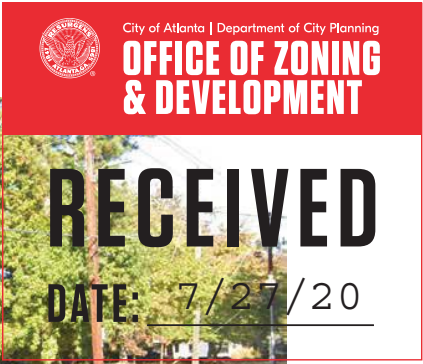
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V-20-082



PROJECT SITE:
1874 Defoor Street



V-20-082



FRONT ENTRY



SIDE ENTRY



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V-20-082



Warehouse
(7,675 SF)
RECEIVED

DATE: 7/27/20

Office
(12,846 SF)
V-20-082

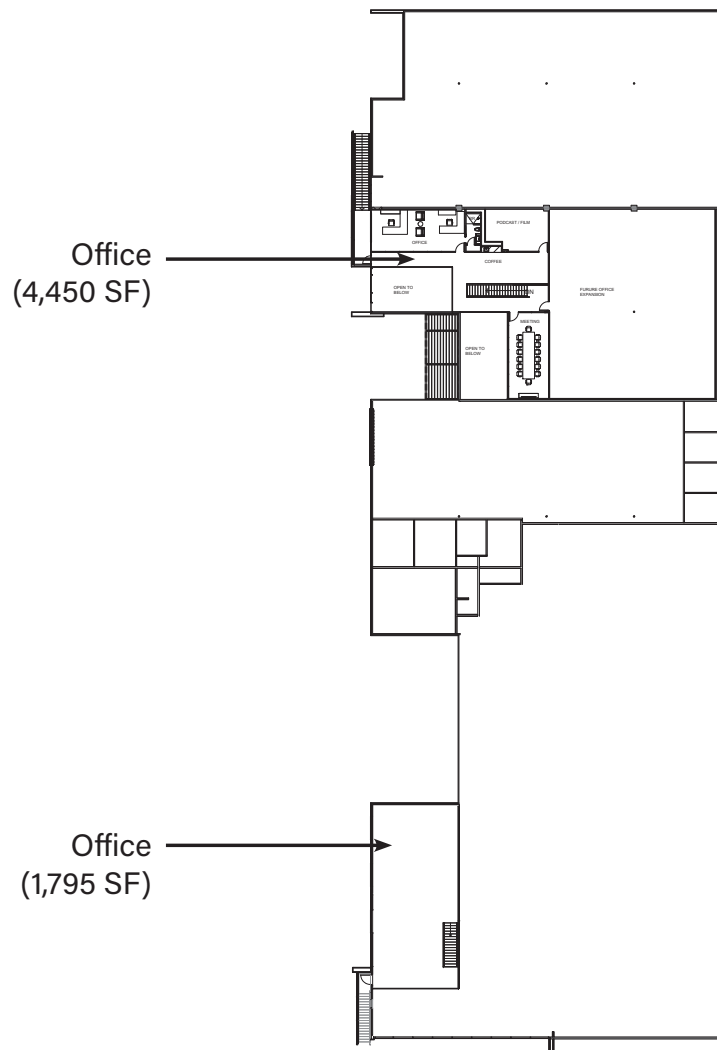
Warehouse
(17,675 SF)

Ground Floor



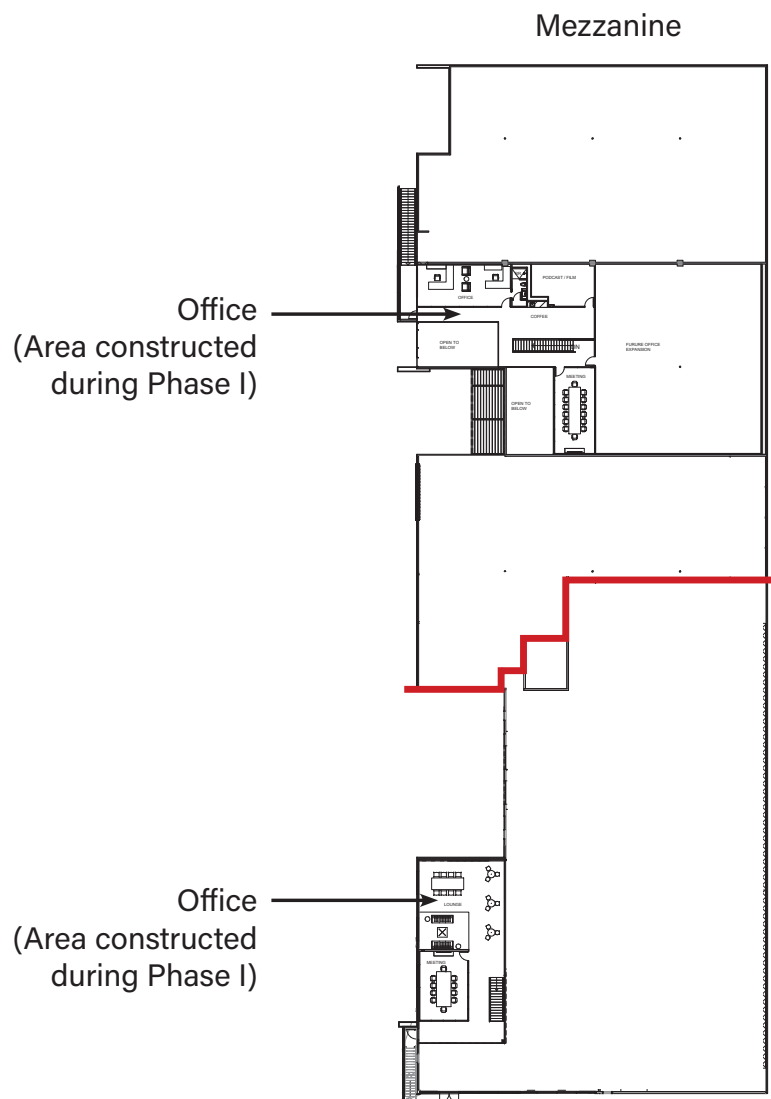
PHASE 1

Mezzanine

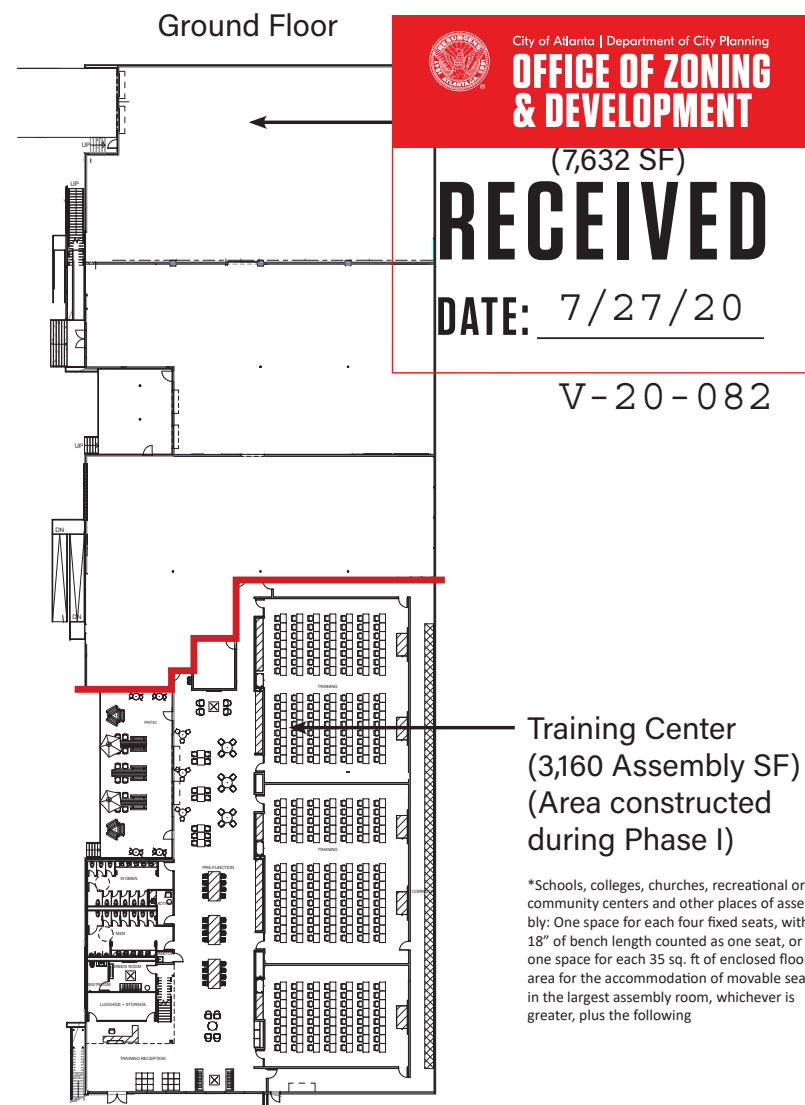


Office
(4,450 SF)

Office
(1,795 SF)



PHASE 2



City of Atlanta | Department of City Planning

**OFFICE OF ZONING
& DEVELOPMENT**

(7,632 SF)

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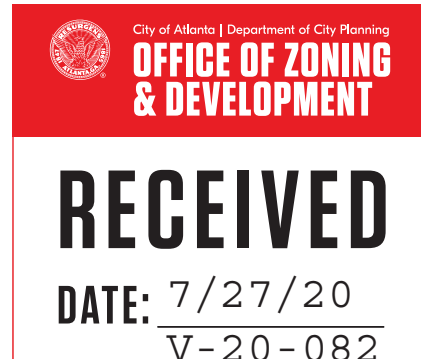
PHASE 1

ZONING ANALYSIS

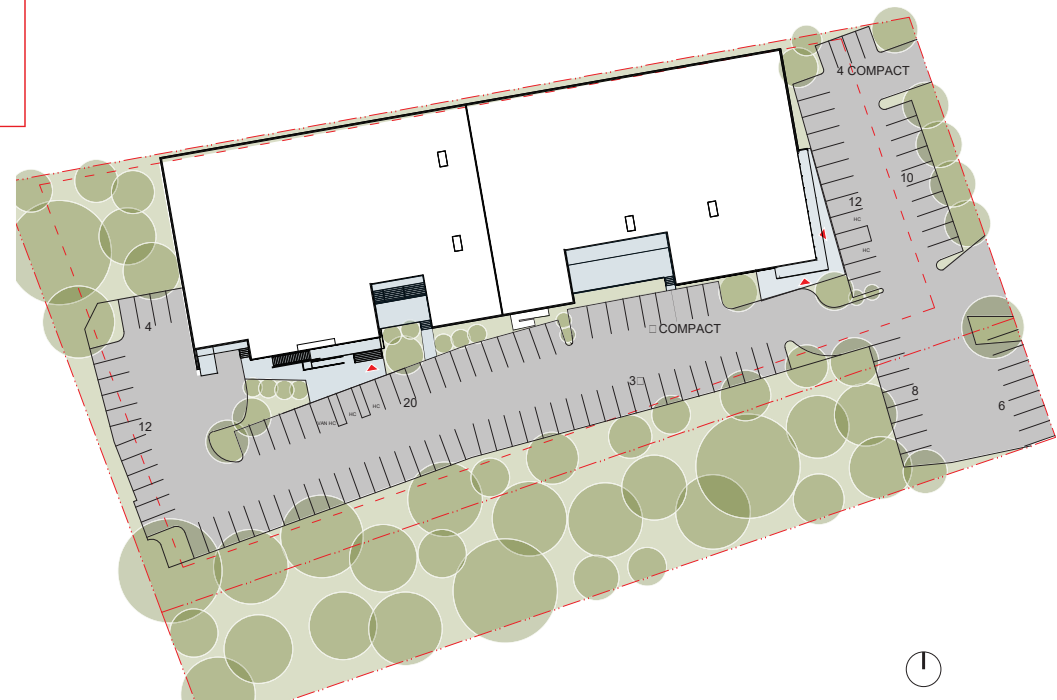
Zoned	I-1
Office	1 per 300 SQ. FT
Warehouse	1 per 600 SQ. FT

PARKING ANALYSIS

		# of spaces	# of spaces required
	Sq. Ft.	per Sq. Ft	
Office	12,846	300	43
Mezzanine	6,245	300	21
Warehouse	25,307	600	42
Total Parking Spaces Required			106



PROJECT SITE PLAN



Site Plan showing
124 parking spaces



PHASE 2

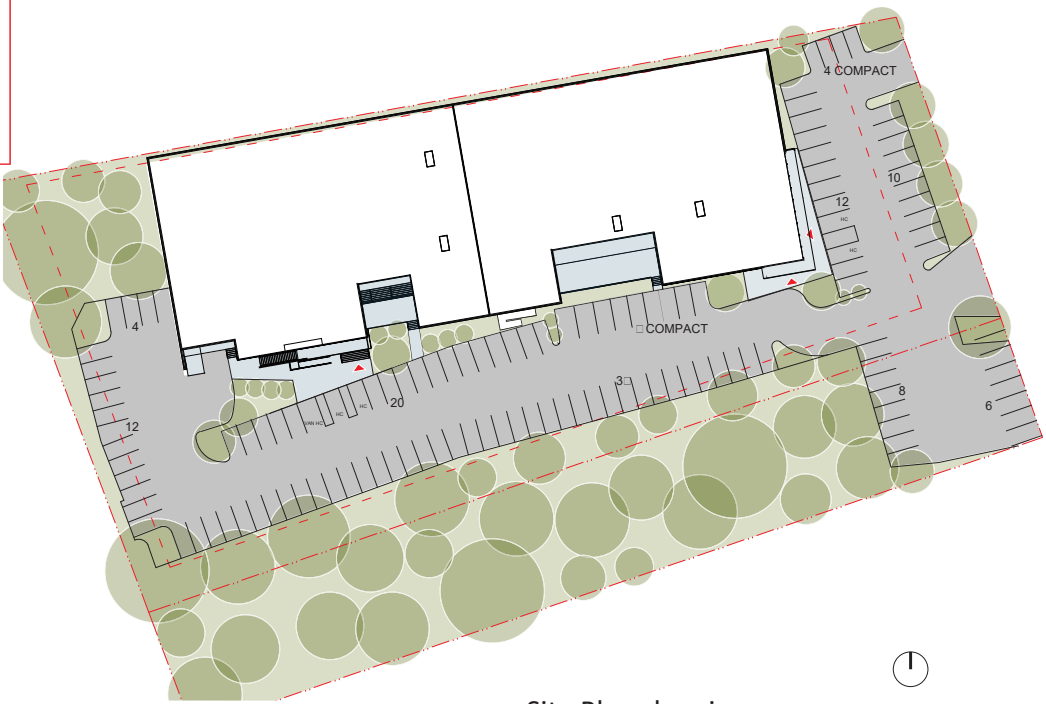
ZONING ANALYSIS

Zoned	I-1
Office	1 per 300 SQ. FT
Warehouse	1 per 600 SQ. FT
Assembly	1 per 35 SQ. FT of enclosed floor area for the accomodation of moveable seats in the largest assembly room
*Schools, colleges, churches, recreational or community centers and other places of assembly: One space for each four fixed seats, with 18" of bench length counted as one seat, or one space for each 35 sq. ft of enclosed floor area for the accomodation of movable seats in the largest assembly room, whichever is greater, plus the following	

PARKING ANALYSIS

		# of spaces	# of spaces required
	Sq. Ft.	per Sq. Ft	
Office	12,846	300	43
Mezzanine	6,245	300	21
Warehouse	7,632	600	13
Assembly	3,160	35	90
Total Parking Spaces Required			167
Number of Parking Spaces Needed			43

*For Phase II, would need an additional 43 parking spaces



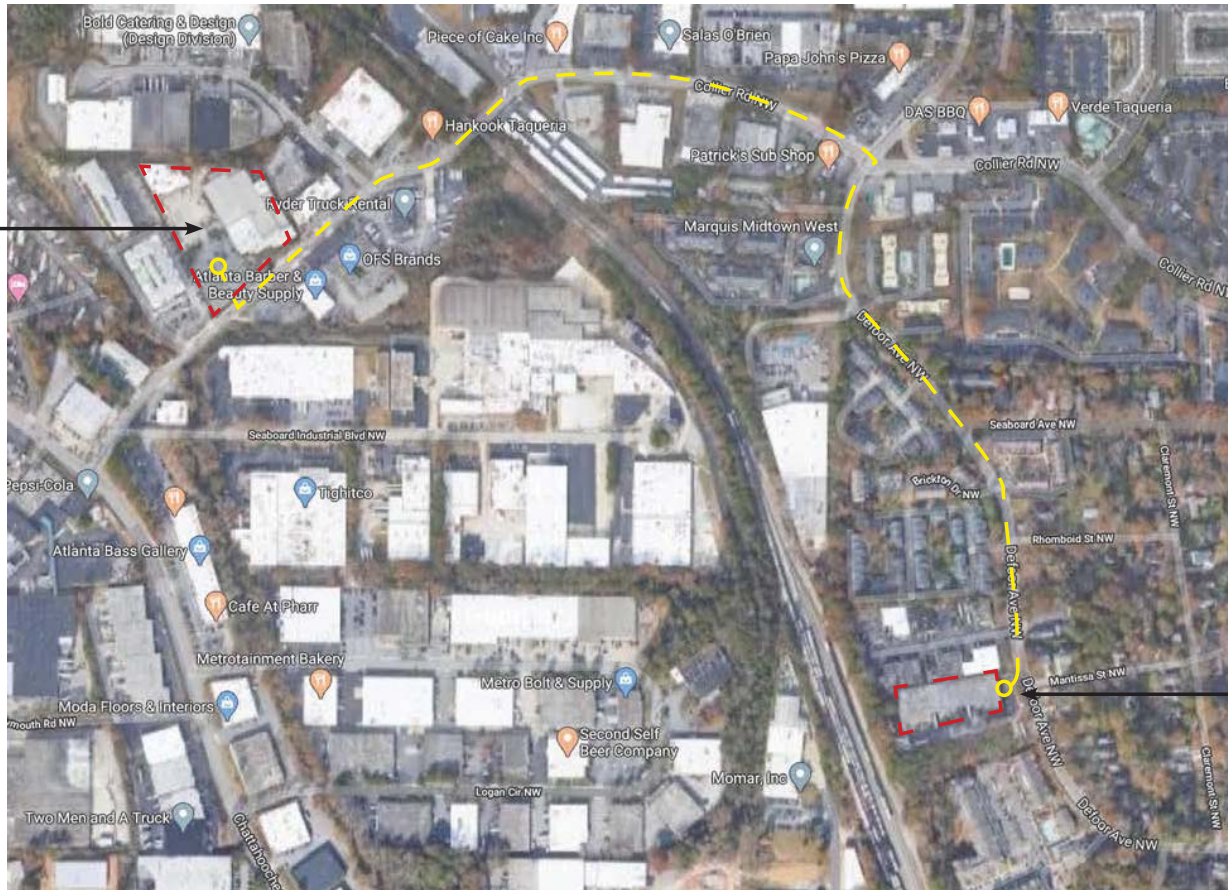
Site Plan showing 124 parking spaces



DATE: 7/27/20

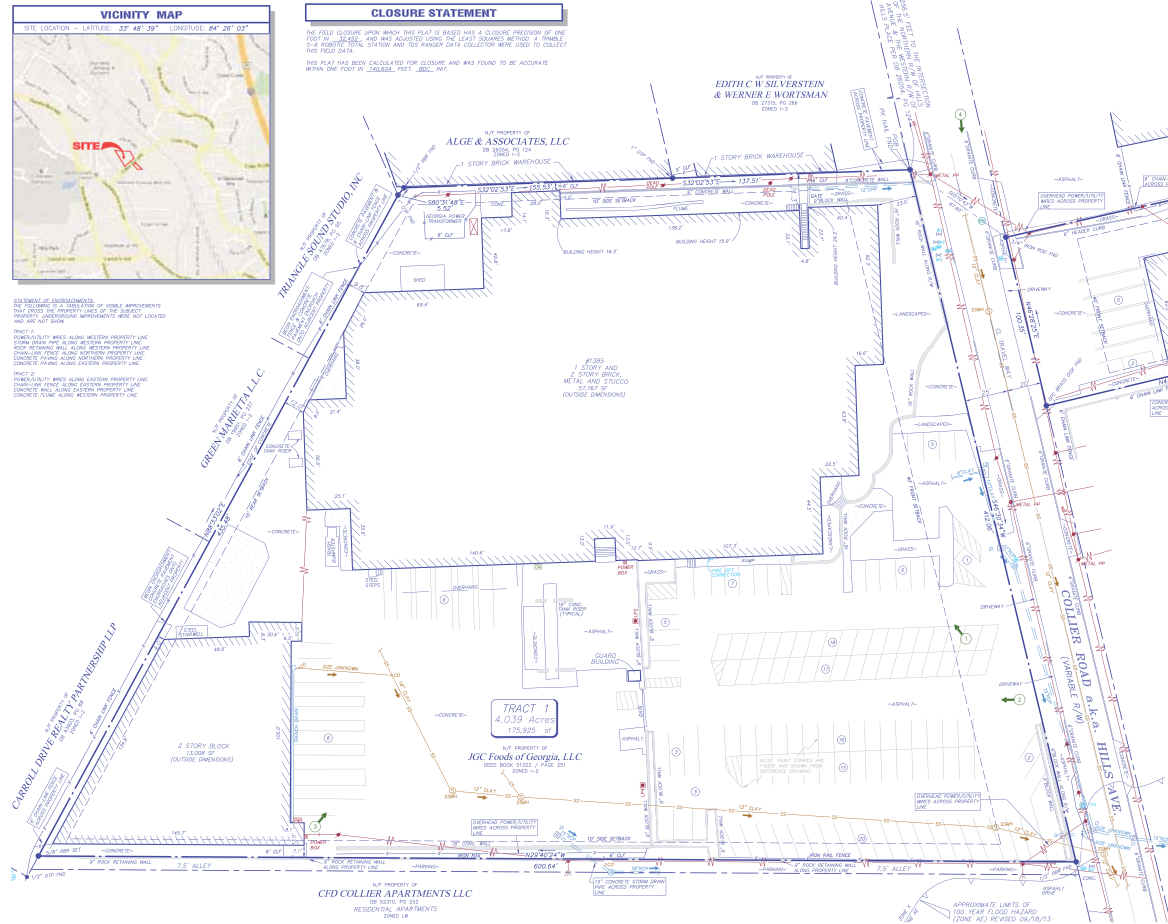
~~V-20-082~~

ADDITIONAL
PARKING
LOCATION:
1385 COLLIER RD



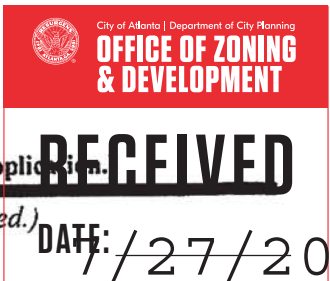
— PROJECT SITE

ADDITIONAL
PARKING
LOCATION:
1385 COLLIER RD



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**OFFICE OF ZONING
& DEVELOPMENT**

RECEIVED
DATE: 7/27/20
V-20-082



AUTHORIZATION BY PROPERTY OWNER

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

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

I, Michael Mogill, Manager of MMJ Ventures LLC, (OWNER'S NAME) SWEAR AND AFFIRM THAT I AM THE OWNER OF THE PROPERTY AT 1874 Defoor Ave, Atlanta GA 30318 (PROPERTY ADDRESS). AS SHOWN IN THE RECORDS OF Fulton COUNTY, GEORGIA, WHICH IS THE SUBJECT MATTER OF THE ATTACHED APPLICATION. I AUTHORIZE THE PERSON NAMED BELOW TO FILE THIS APPLICATION AS MY AGENT.

NAME OF APPLICANT:

LAST NAME Toal FIRST NAME Adam
ADDRESS 55 Ivan Allen Jr. Blvd., SUITE 100
CITY Atlanta STATE GA ZIP CODE 30308

OWNER'S TELEPHONE NUMBER: 404-267-9240

[Signature]
SIGNATURE OF OWNER

MICHAEL MOGILL
PRINT NAME OF OWNER

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

[Signature]
NOTARY PUBLIC

5-20-20
DATE

