

1846

13-0 -1010

(Do Not Write Above This Line)

U- 13-07

AN ORDINANCE
BY: ZONING COMMITTEE

An Ordinance granting a Special Use Permit for the severance of excess development rights for the future use for property located at **659 Peachtree Street, N.E.;** and for other purposes.

OWNER: CSC GEORGIAN TERRACE PARTNERSHIP LIMITED
APPLICANT: CSC GEORGIAN TERRACE PARTNERSHIP NPU E
COUNCIL DISTRICT 2

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

Date Referred 5/6/13
 Referred To: ZRB+ Zoning
 Date Referred
 Referred To:
 Date Referred
 Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee Zoning
 Date 5/29/13
 Chair _____
 Action Fav, Adv, Hold (see rev. side)
 Other Amended
 Members Carla Smith
Alisa
Harold Smith
Cheryl
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members **ADOPTED BY**
JUN 03 2013
COUNCIL
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION

- 2nd
- 1st & 2nd
- 3rd
- Readings
- Consent
- V Vote
- RC Vote

CERTIFIED
 JUN 03 2013
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 JUN 03 2013
Rhonda Daughlin Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
 JUN 12 2013
 WITHOUT SIGNATURE
 BY OPERATION OF LAW



City Council
Atlanta, Georgia

13-O-1010

AN AMENDED ORDINANCE
BY: ZONING COMMITTEE

U-13-07

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR THE SEVERANCE OF EXCESS DEVELOPMENT
RIGHTS FOR THE FUTURE USE; AND FOR OTHER
PURPOSES.**

WHEREAS, the City Council finds that it is in the public interest to allow the owners of historic designated properties to transfer their development density to properties or for future development; and

WHEREAS, the CSC Georgian Terrace Limited Partnership (CSC) owns the property located at 659 Peachtree Street, N.E. and said property is known as the Georgian Terrace Hotel; and

WHEREAS, the property located at 659 Peachtree Street, N.E. and known as the Georgian Terrace is designated as a Landmark Building or Site by the City of Atlanta and is part of a larger assemblage of property that includes the historic hotel building, an eighteen story addition to the original hotel, an entry court and lobby and a nine-level parking deck (collectively the "Property"); and

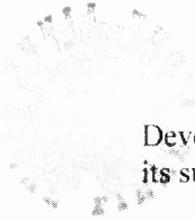
WHEREAS, CSC seeks to sever excess development rights (226, 147 square feet) from the property at 659 Peachtree Street to be held for future use and transfer in accordance with the regulations of Special Public Interest 16-Midtown; and

WHEREAS, the owners of the sending parcel will execute a form of deed of transferable development rights that shall vest in the property owner within 30 days after the approval of the special permit and shall provide the executed affidavit to the City of Atlanta Office of Planning and the City of Atlanta Law Department to be recorded in the real property records in the Office of the Clerk of Superior Court, Fulton County, Georgia; and

WHEREAS, the severance of development rights will result in 226, 147 square feet of development from 659 Peachtree Street to be held for future transfer.

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

SECTION 1. Under the provisions of Section 16-28.023 of the Zoning Ordinance of the City of Atlanta, a Special Use Permit for the severance of a Transfer of Excess



Development Rights is hereby approved. Said use is granted to CSC Georgian Terrace, its successors, assigns and all subsequent owners. .

SECTION 2. That this amendment is approved under the provisions of Section 16-25.003 of the Zoning Ordinance of the City of Atlanta, entitled "Special Use Permits, Procedural Requirements", and the Director, Office of Buildings, shall issue a building permit only in compliance with the applicable provisions of this part. The Special Use Permit hereby approved does not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Board of Zoning Adjustment.

SECTION 3. That the Special Use Permit, including the executed agreements shall be recorded with the Clerk of Superior Court of Fulton County in accordance with the provisions of Section 16-28.023 (4).

SECTION 4. That the Special Use Permit shall be recorded by the Office of Planning on the official zoning map (referencing the sending parcel) in accordance with the provisions of Section 28.023 (4).

SECTION 5. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

A true copy,

A handwritten signature in black ink, appearing to be "K. Ball", written over the text "A true copy," and above the title "Deputy Clerk".

Deputy Clerk

ADOPTED as *amended* by the Council
APPROVED as per City Charter Section 2-403

JUN 03, 2013
JUN 12, 2013



ATTACHMENT A1

MAP OF LANDMARK PARCEL AREA

COMPILED CADASTRAL MAP
ATLANTA - GEORGIA



PLAT 1000
RECORDS OF DEEDS
DEPARTMENT OF REVENUE
GEORGIA

1915
L.S. 507



ATTACHMENT A2

LEGAL DESCRIPTION OF LANDMARK PARCEL



Legal Description

All that tract or parcel of land lying and being in Land Lot 49 of the 14th District, Fulton County, Georgia, being more particularly described as follows:

To locate the point of beginning commence at the point of intersection of the northerly right-of-way line of Ponce de Leon Avenue (right-of-way varies) with the easterly right-of-way line of Peachtree Street, as such rights-of-way lines are extended to form an angle instead of a curve; said point being the TRUE POINT OF BEGINNING; from the point of beginning, as thus established, running along said easterly right-of-way line of Peachtree Street, North 00 degrees 17 minutes 34 seconds East a distance of 172.1 feet; run thence East a distance of 153.5 feet to a point and corner; run thence South a distance of 67.4 feet to a point; run thence East a distance of 5.4 feet to a point; run thence South and East a distance of 27.7 feet to a point; run thence, along the northerly right-of-way line of Ponce de Leon Avenue, South 67 degrees 35 minutes 42 seconds West a distance of 131.2 feet to a point; run thence South 22 degrees 23 minutes 59 seconds East a distance of 8.0 feet to a point; run thence South 67 degrees 36 minutes 01 second West a distance of 55.7 feet to a point, said point being the TRUE POINT OF BEGINNING. Said parcel is shown as that certain 9 Story Brick Building with Basement on that certain survey for ALTA/ACSM Land Title Survey for CSC Georgian Terrace Limited Partnership, a Delaware limited partnership, FSPP II Georgian, L.L.C., its successors and assigns, FSPP II Georgian Lender, L.L.C., its successors and assigns, and Chicago Title Insurance Corporation, dated March 14, 2005, prepared by Travis Pruitt & Associates, P.C., signed March 17, 2005 by Bruce W. Hamilton, G.R.L.S. No. 2951.



ATTACHMENT B

AFFIDAVIT FOR SEVERANCE OF DEVELOPMENT RIGHTS



STATE OF GEORGIA
COUNTY OF FULTON

In Re: Property of CSC Georgian Terrace
Limited Partnership
Deed Book 39627, Page 517
Fulton County, Georgia Records

AFFIDAVIT WITH RESPECT TO REAL PROPERTY

In Re: Special Use Permit # _____ (the “SUP”), a true and correct copy of which is attached hereto as Exhibit “A” and incorporated herein by reference, authorizing the severance and transfer of 42,516 square feet of non-residential FAR and 183,631 square feet of residential FAR, as more particularly described in the SUP (collectively, the “Development Rights”), from certain real property commonly known as 659 Peachtree Street, N.E., Atlanta, Georgia 30308, as more particularly described on Exhibit “B” attached hereto and incorporated herein by reference (the “Sending Property”), which Development Rights are to be held by CSC Georgian Terrace Limited Partnership (“Property Owner”) and may be transferred to certain to-be-determined real property located in Fulton County, Georgia (the “Receiving Property”) pursuant to and in accordance with applicable laws and ordinances.

Personally appeared before me, the undersigned notary public duly authorized to administer oaths, Matthew J. Reidy, who, after being duly sworn, testifies and deposes as follows:

1. My name is Matthew J. Reidy. I am over the age of eighteen, and I suffer from no disabilities that would prevent me from giving the testimony set forth herein. I have personal knowledge of the facts stated herein, and know them to be true to the best of my knowledge. I give this Affidavit voluntarily.



2. That the deponent is the President of CSC Georgian Terrace GP Corporation, which is the General Partner of Property Owner;

3. That Property Owner is the current owner of the Sending Property;

4. That Property Owner has been granted the SUP with respect to the Sending Property, a true and correct copy of the SUP being attached hereto as Exhibit "A" and incorporated herein by reference;

5. That Property Owner has entered into a binding agreement, a true and correct copy of which is attached hereto as Exhibit "C" and incorporated herein by reference (the "Agreement"), pursuant to which the Development Rights have been severed from the Sending Property and transferred to Property Owner in accordance with the SUP;

6. That the SUP and the Agreement limit and restrict the future development of the Sending Property by way of the transfer of the Development Rights pursuant to the SUP and the Agreement;

7. That the Property Owner shall hold the Development Rights until such time that the Development Rights are duly transferred to Receiving Property pursuant to and in accordance with applicable laws and ordinances;

8. That Property Owner agrees to bind itself and all successors in title, individually and collectively, to the prohibitions against future use of said Development Rights on the Sending Property as set forth in the SUP and the Agreement and further agrees to adhere to the regulations and conditions set forth in the SUP pursuant to Section 16-28.023 of the Code of Ordinances of the City of Atlanta, and that all other development rights pertaining to said property shall be retained by the Sending Property;

9. That Property Owner understands and agrees that any failure to adhere to the regulations of the SUP shall entitle the City of Atlanta to commence appropriate enforcement action;

10. That the SUP shall be binding upon and shall inure to the benefit of the Property Owner and any and all successors in interest, individually and collectively, to Sending Property;

11. That the limited non-residential and residential development restrictions set forth in the SUP and herein shall run with the land of the Sending Property in perpetuity and shall transfer automatically without further approval of any kind by the City of Atlanta and be binding upon any and all successors in interest to the Sending Property;

12. That this Affidavit is given with the Property Owner's understanding that same has been relied upon by the City of Atlanta in the issuance of the SUP benefiting and restricting the Sending Property;

13. That the Property Owner understands that the Law Department of the City of Atlanta shall cause this Affidavit with all attachments to be recorded in the official real estate records of the Superior Court of Fulton County; and



14. That said recording of this Affidavit is for the purpose of providing notice of record of the provisions of the SUP and the Agreement to all successors in interest and interested parties, and specifically to provide notice of the binding effect of these provisions upon the Property Owner and all successors in interest to the Sending Property.

Further affiant sayeth not.

Sworn to and subscribed before me
this _____ day of
_____, 2013.

Notary Public
[NOTARIAL SEAL]

_____ (SEAL)
Matthew J. Reidy,
in his capacity as Vice-President of CSC
Georgian Terrace GP Corporation, the General
Partner of
CSC Georgian Terrace Limited Partnership



EXHIBIT "A"

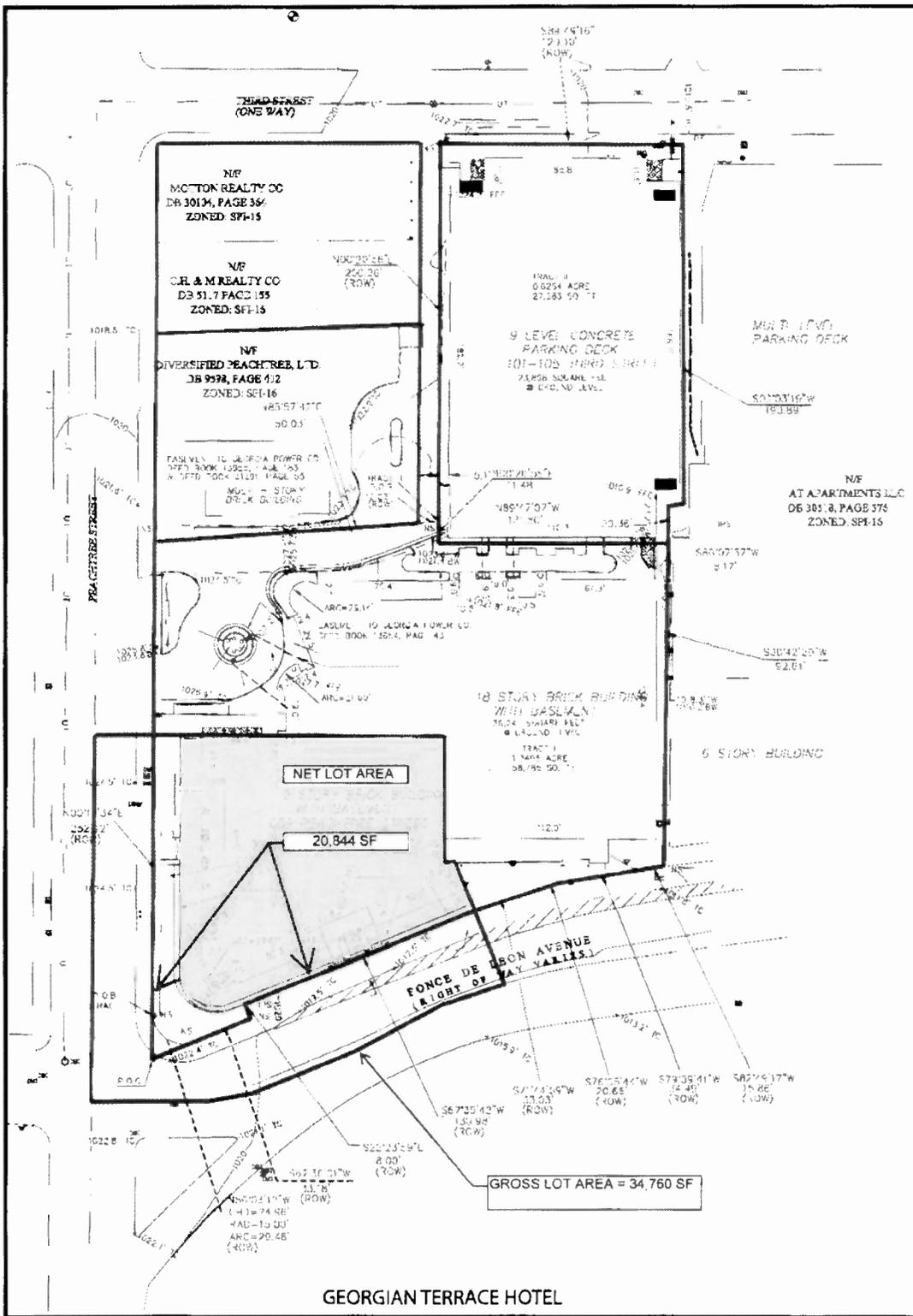
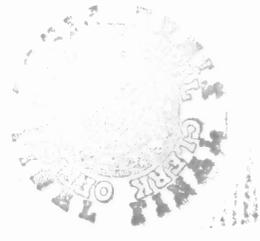
SUP

[See attached]



ATTACHMENT C

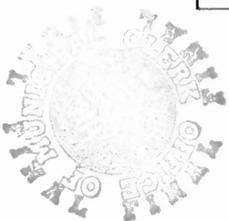
CALCULATION OF EXCESS DEVELOPMENT RIGHTS



GEORGIAN TERRACE HOTEL
GROSS & NET LOT AREA EXHIBIT

| Georgian Terrace Historical Building | | | | |
|--------------------------------------|-------------|--|---|-----------|
| Gross Lot Area (GLA) | | 34,760 sf | | |
| Net Lot Area (NLA) | | 20,844 sf | | |
| Title | Designation | Formula Applied (if applicable) | | Total |
| Non-residential FAR | A | regular | bonus | = 170,921 |
| | | $((5) * (NLA))$ (per 16-18P.028(3)(a)(i)) | $((3.2) * (NLA))$ (per 16-18P.028(3)(b)(i)) | |
| | | 104,220 | 66,701 | 170,921 |
| Residential FAR | B | $((3.2) * (GLA))$ (per 16-18P.028(3)(a)(ii) w/ ((3)(b)(iv) modifier) | $((3.2) * (GLA))$ (per 16-18P.028(3)(b)(i) w/ ((3)(b)(iv) modifier) | = 222,464 |
| | | 111,232 | 111,232 | 222,464 |
| Preliminary Total | C | A+B | | = 393,385 |
| Maximum Allowable FAR | D | $(10.2) * (GLA)$ (per 16-18P.028(3)(b)) | | = 354,552 |
| Overage | E | C-D | | = 38,833 |
| Adjusted Residential Area | F | B-E | | = 183,631 |

| Title | Designation | Formula (if applicable) | Total |
|--|-------------|---|-----------|
| Maximum Allowable FAR of Historic Hotel Site | D | From left hand column, item D | = 354,552 |
| Square Footage of Georgian Terrace Hotel | G | (area of 9 story historic hotel, includes atrium area, mezzanine, and basement) | = 128,405 |
| Transferrable FAR (total) | H | D-G or I+F | = 226,147 |
| transferrable FAR (Non-Residential) | I | A-G ((Allowable FAR) - (Area of GT)) | 42,516 |
| transferrable FAR (Residential, Adjusted) | F | From left hand column, item F | 183,631 |





ATTACHMENT D

FORM OF DEED FOR SEVERANCE OF DEVELOPMENT RIGHTS



After Recording, return to:
Sharon A. Gay, Esq.
McKenna Long & Aldridge LLP
303 Peachtree Street, N.E.
Suite 5300
Atlanta, Georgia 30308

TRANSFER OF DEVELOPMENT RIGHTS

STATE OF GEORGIA

COUNTY OF FULTON

THIS TRANSFER OF DEVELOPMENT RIGHTS (this "Transfer") is made as of this ___ day of _____, 2013, by **CSC GEORGIAN TERRACE LIMITED PARTNERSHIP**, a Delaware limited partnership ("Grantor"), to and for the benefit of **CSC GEORGIAN TERRACE LIMITED PARTNERSHIP**, a Delaware limited partnership ("Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred and conveyed and by these presents does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors, assigns and transferees 42,516 square feet of



non-residential FAR and 183,631 square feet of residential FAR, as more particularly described in that certain *City of Atlanta Ordinance No. _____* (the “Ordinance”), adopted by the Atlanta City Council on _____, 2013 and approved by the Mayor on _____, 2013, a copy of which is attached hereto as **Exhibit “A”** and made a part hereof by reference (such non-residential and residential development rights being referred to collectively herein as the “Development Rights”) from that certain real property of Grantor known as 659 Peachtree Street, N.E., Atlanta, Georgia 30308 and being more particularly described on **Exhibit “B”** attached hereto and made a part hereof by reference.

This Transfer is authorized pursuant to the Ordinance.

TO HAVE AND TO HOLD the said Development Rights, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit and behoof of Grantee, itself, its successors, assigns and transferees, forever in fee simple.

And Grantor, for itself, its successors, assigns, and transferees will warrant and forever defend the right and title to the Development Rights unto the said Grantee, its successors, assigns, and transferees, against the claims of all persons claiming by, through or under Grantor, but not otherwise.

[Balance of page intentionally blank;
signature appears on following page]



IN WITNESS WHEREOF, Grantor has signed and sealed this Transfer as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission

Expires: _____

(NOTARIAL SEAL)

GRANTOR:

CSC GEORGIAN TERRACE LIMITED PARTNERSHIP, a Delaware limited partnership

By: CSC Georgian Terrace GP Corporation, a Delaware corporation, its General Partner

By: _____ (Seal)

Name: Matthew J. Reidy

Title: Vice-President

(AFFIX CORPORATE SEAL)

RCS# 2764
6/03/13
3:33 PM

Atlanta City Council

MULTIPLE 13-O-0335,13-O-0519,13-O-1006,13-O-1009
13-O-1010 AND 13-O-1012
ADOPT AS AMNDED

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

| | | | |
|-----------|-------------|-----------|-------------|
| Y Smith | Y Archibong | Y Moore | NV Bond |
| Y Hall | Y Wan | Y Martin | Y Watson |
| Y Young | Y Shook | Y Bottoms | Y Willis |
| Y Winslow | Y Adrean | Y Sheperd | NV Mitchell |

MULTIPLE