

**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF EAST POINT  
BY REZONING PROPERTY LOCATED at *1065 Cleveland Ave* #2023RZ-004-0 from M-I  
(Medical Institutional) to C-1 (Neighborhood Commercial) District with Concurrent  
Variance #2022V-001-10 with the Following Associated Zoning Petition(S) 2022RZ-  
002-10 Rezoning from R1A (Urban Residential) District to C-1 (Neighborhood  
Commercial) District at *2684 Jewel Street* and 2022RZ-003-10 Rezoning from M-I  
(Medical Institutional) District to C-1 (Neighborhood Commercial) District at *1081 East  
Cleveland Avenue***

**APPLICATION NO: #2023RZ-004-01 and #2022V-001-10**

**ASSOCIATED APPLICATION NO: 2022RZ-002-10 and 2022RZ-003-10**

**WHEREAS**, Hill Foley Rossi, LLC C/O Casey Durden (the "Applicant") and Chick-Fil-A, the owner of real property located at 1065 Cleveland Ave, Parcel ID #(s) 14 012400100380 in East Point, Georgia, consisting of 0.98+/- acres and, 2684 Jewel Street, Parcel ID #(s) 14 01240010028 and 1081 Cleveland Avenue, Parcel ID #(s) 14 01240010025 as more fully described and delineated in Exhibit "A" (Limited Warranty Deeds/Legal Descriptions) and Exhibit "B" (Plat) attached hereto (the "Property");

**WHEREAS**, the City of East Point, and the Mayor and Council have determined that the rezoning(s) and concurrent variances of the Properties to be in the best interest of the citizens of the City of East Point; and

**WHEREAS**, the Application(s) have been reviewed and is in compliance with the City of East Point Code of Ordinances; and

**WHEREAS**, the Application(s) are in accordance with the zoning procedures set forth in Part 10, Chapter 2, Article J of the East Point Code of Ordinances governing such procedures for the amendments to the official Zoning Map.

**NOW BE IT ORDAINED BY THE CITY COUNCIL OF EAST POINT, GEORGIA AS FOLLOWS WITH THE FOLLOWING CONDITIONS:**

1  
2 **Section 1.** 1065 Cleveland Ave, Parcel ID #(s) 14 012400100380 and 14 012400100380 in East Point,  
3 Georgia, consisting of 0.98+/-acres more or less, is rezoned and that the official Zoning Map is amended  
4 to reflect such rezoning from M-I (Medical Institutional) to C-1 (Neighborhood Commercial) District with a 3-  
5 Part Concurrent Variance #2022V-001-10 zoning district with the following conditions:

- 6
- 7 1. To provide enhanced landscaping in addition to Cleveland Overlay District guidelines for all that will  
8 become 1065 East Cleveland Avenue, to be reviewed and approved by Planning and Community  
9 Development Department Director and/or her designee.
  - 10 2. Lot Combination is required pursuant to new lot configuration.
- 11

12 Furthermore, Council APPROVES the 3-part concurrent variance as follows:

13 **Concurrent Variance #1 Front Yard Building Setback:** Relief from Section 10-14031(c)(1) of the Zoning  
14 Ordinance of the City of East Point (the "Zoning Ordinance") to allow for an increase in maximum building  
15 setback from 20 feet to approximately 76 to 79 feet from the public right of way along Cleveland Avenue.

16 **Concurrent Variance #2 Parking Layout:** Relief from Section 10-14031(g)(2) of the Zoning Ordinance to  
17 allow off-street parking spaces to be provided in front of the building.

18 **Concurrent Variance #3 Residential Buffer:** Relief from Section 10-14031(f)(1) of the Zoning Ordinance  
19 to reduce the minimum landscape buffer width from 20 feet to 12 feet for the portion of the site abutting  
20 residentially zoned parcels.

21 For further clarification Conditions 1 and 2 listed above apply to 3-part concurrent variances as well.

22

23 **Section 2.** A 0.1-acre portion of the adjacent parcel located at 2684 Jewel Street (Parcel ID: 14- 0124-  
24 0010-028-1) (the "Jewel Street Parcel") aka Acquisition Tract #1 as more fully described and delineated in  
25 Exhibit "A" (Limited Warranty Deeds/Legal Descriptions) and Exhibit "B" (Plat) attached hereto (the  
26 "Property"); is rezoned and that the official Zoning Map is amended to reflect such rezoning from R1A (Urban  
27 Residential) District to C-1 (Neighborhood Commercial) District zoning district with the following conditions:

28

1 1. To provide enhanced landscaping in addition to Cleveland Overlay District guidelines for all that will  
2 become 1065 East Cleveland Avenue, to be reviewed and approved by Planning and Community  
3 Development Department Director and/or her designee.

4  
5 2. Lot Combination is required pursuant to new lot configuration.

6 **Section 3.** The proposal necessitates the acquisition of additional property, including the directly adjacent  
7 0.2-acre parcel located at 1081 East Cleveland Avenue (Parcel ID: 14-0124-0010-025-7) (the "1081  
8 Cleveland Avenue Parcel") aka Acquisition Tract #2 in Exhibit "A" (Limited Warranty Deeds/Legal  
9 Descriptions) and Exhibit "B" (Plat) attached hereto (the "Property"); is rezoned and that the official Zoning  
10 Map is amended to reflect such rezoning from M-I (Medical Institutional) District to C-1 (Neighborhood  
11 Commercial) District District zoning district with the following conditions:

12  
13 1. To provide enhanced landscaping in addition to Cleveland Overlay District guidelines for all that will  
14 become 1065 East Cleveland Avenue, to be reviewed and approved by Planning and Community  
15 Development Department Director and/or her designee.

16  
17 2. Lot Combination is required pursuant to new lot configuration.

18  
19 **Section 5.** The *2017 Future Development Map* is amended to reflect the properties located in certain  
20 locations in East Point, Georgia as Future Development Character Area *Neighborhood Center, Cleveland*  
21 *Avenue Overlay*.

22  
23 **Section 6.** This ORDINANCE shall be codified in a manner consistent with the laws of the State of Georgia  
24 and the City of East Point.

25  
26 **Section 7.** (a) It is hereby declared to be the intention of the Mayor and Council that all Sections,  
27 paragraphs, sentences, clauses and phrases of this ORDINANCE are, upon their enactment, believed by  
28 the Mayor and Council to be fully valid, enforceable and constitutional.

1 (b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent  
2 allowed by law, each and every section, paragraph, sentence, clause or phrase of this ORDINANCE, is  
3 severable from every other section, paragraph, sentence, clause or phrase of the ORDINANCE. It is hereby  
4 further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no  
5 section, paragraph, sentence, clause or phrase of this ORDINANCE is mutually dependent upon any other  
6 section, paragraph, sentence, clause or phrase of this ORDINANCE.

7 (c) In the event that any phrase, clause, sentence, paragraph, or section of this ORDINANCE shall,  
8 for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid  
9 judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council  
10 that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not  
11 render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,  
12 sentences, paragraphs or sections of the ORDINANCE and that, to the greatest extent allowed by law, all  
13 remaining phrases, clauses, sentences, paragraphs and sections of the ORDINANCE shall remain valid,  
14 constitutional, enforceable, and of full force and effect.

15 **Section 6.** ALL ORDINANCES and parts of ORDINANCES in conflict herewith are hereby expressly  
16 repealed.

17 **Section 8.** Penalties in effect for violations of Part 1 of the Code of Ordinances, City of East Point, Georgia  
18 at the time of the effective date of this ORDINANCE shall be and are hereby made applicable to this  
19 ORDINANCE and shall remain in full force and effect.

20 **Section 9.** The effective date of this ORDINANCE shall be the date of adoption unless otherwise specified  
21 herein.

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24 **Public Hearing Held:** April 17, 2023

25 **First Reading:** waived

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28 **APPROVED** this 17th day of April 2023.

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**SPONSORED BY:**

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**Deana Holiday Ingraham, Mayor**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Antavius Weems, Interim City Attorney**

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**Keshia McCullough, City Clerk**

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EXHIBIT "A"

Deed Book 58975 Pg 551  
CATHELENE ROBINSON  
Clerk of Superior Court  
Fulton County, Georgia

EXHIBIT "A"

**LEGAL DESCRIPTION  
(0.975 ACRE TRACT)**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 124 of the 14<sup>th</sup> District, City of East Point, Fulton County, Georgia, being Lots 23, 24, 25 and 26, Block "T" of the Jefferson Heights Subdivision, as per plat recorded in Plat Book 194, Page 133, Fulton County, Georgia Records, and being more particularly described as follows:

BEGIN at the point formed by the intersection of the westerly right-of-way line of Blount Street (having a 50 foot right-of-way width) and the northerly right-of-way line of East Cleveland Avenue (having an 84 foot right-of-way width); thence running along the northerly right-of-way line of East Cleveland Avenue North 89 degrees 58 minutes 30 seconds West a distance of 174.60 feet to a point; thence leaving said right-of-way line and running North 00 degrees 29 minutes 16 seconds West a distance of 185.00 feet to a point; thence running North 08 degrees 21 minutes 48 seconds East a distance of 65.10 feet to a point; thence running South 86 degrees 54 minutes 40 seconds East a distance of 164.90 feet to a point located on the westerly right-of-way line of Blount Street; thence running along the westerly right-of-way line of Blount Street South 00 degrees 29 minutes 16 seconds East a distance of 240.60 feet to a point located on the northerly right-of-way line of East Cleveland Avenue, said point being the POINT OF BEGINNING; said tract containing 0.975 acres, all as shown on that certain Combination Plat prepared for Chick-fil-A, Inc., prepared by Cofer Technical Services, Inc., certified by William D. Shaw, Georgia Registered Land Surveyor No. 2162, dated November 6, 1996.

1 Filed nnd Recorded Jul-05-2018 04:11Pm  
2018-0191656  
2 Renl Estnte Trnnster Tn \$0.00  
3 CATHELENE ROBINSON  
4 Clerk of SuPerior Court Fulton County, Geor,in

5 AFI'ER RECORDING, RETURN To:  
6 Christine Standridge  
7 5200 Buffington Road  
8 Atlanta, Georgia 30349

9 LIMITED WARRANTY DEED

10 THIS INDENTURE is made as of the 14th day of June, 2018, between CFA REAL ESTATE,  
11 INC., a Georgia corporation ("Grantor") and CHICK-FIL-A, INC., a Georgia corporation  
12 ("Grantee") (the terms Grantor and Grantee include their respective heirs, legal  
13 representatives, successors and assigns where the context requires or permits).

14 WI TN E S S ET H:

15 THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00),  
16 and other good and valuable consideration, in hand paid at and before the sealing and  
17 delivery of these presents, the receipt, adequacy and sufficiency whereof are hereby  
18 acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by  
19 these presents does hereby grant, bargain, sell, alien, convey and confirm unto  
20 Grantee, that certain real property located in Land Lot 124, 14th Land District,  
21 Fulton County, Georgia, and being more particularly described on Exhibit "A" attached  
22 hereto and made a part hereof by reference, together with all improvements located  
23 thereon and any appurtenances thereto (the "Property").

24 TO HAVE AND HOLD the Property, together with all and singular the rights, members and  
25 appurtenances thereto, to the same being, belonging, or in anywise appertaining, to  
26 the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

27 AND, Grantor hereby covenants with Grantee that it is lawfully seized of the Property  
28 in fee simple; that is has good right and lawful authority to sell and convey the  
Property; that it hereby fully warrants the title to the Property and will defend the  
same against the lawful claims the right and title to the Property unto Grantee  
against all claims of all persons or entities claiming by, through or under Grantor,  
but not otherwise.

Deed Book 58975 Pg 550

IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day,  
month and year first above written.

Signed, sealed and delivered in the  
presence of:

GRANTOR:

CFA Real Estate, Inc., a Georgia corporation

By: f}--+4fk 1/4\_ . --  
D. Brent Ragsdale  
Secretary/freasurer

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[NOTARY PUBLIC]

My Commission Expires:

Georgia limited liability company, and REDSTONE LAND INTERESTS NO. 1, TIC NO. 9, LLC, a Georgia limited liability company (collectively, "Grantors") to REAL ESTATE PERSPECTIVES III, LLC, a Georgia limited liability company, dated April 25, 2008, filed and recorded May 2, 2008, in Deed Book 46689, Page 525, Clerk of Superior Court of Fulton County, Georgia records (the "Security Deed") said Security Deed being given to secure a Note of even date as the Security Deed in the original principal amount of ONE MILLION SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100 DOLLARS (\$1,664,000.00); and

WHEREAS, default under the Note occurred and by reason of such default Lender elected, pursuant to the terms of the Security Deed and the Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, the entire indebtedness still being in default, on behalf of Borrower, and according to the terms of the Security Deed, did advertise said property for sale once a week for four weeks in a newspaper in Fulton County, Georgia, where the Lender carried its advertisement, namely the *Daily Report*, said dates of publication being October 7, 2009, October 14, 2009, October 21, 2009 and October 28, 2009; and

WHEREAS, Lender on even date herewith acquired the after-described property by buying the property at a foreclosure sale conducted pursuant to power of sale in that certain Security Deed.

WHEREAS, Lender, as attorney-in-fact for Borrower, did expose said property for sale at public outcry to the highest bidder for cash on Tuesday, November 3, 2009, within the legal hours of sale at the usual place for conducting Sheriff's sales in Fulton County before the Courthouse door at Atlanta, Georgia, in said county, at which said party of the second part was the highest bidder at and for the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) cash, and said property was then and there knocked off and sold for said sum.

NOW THEREFORE, for and in consideration of the foregoing premises and said sum of money and by virtue of the exercise of the power of sale contained in the Security Deed, the party of the first part has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to the party of the second part, its successors, representatives, heirs and assigns the property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

TOGETHER WITH, all and singular the rights, members and appurtenances thereto appertaining; also, all the estate of Borrower's representatives, heirs, successors and assigns, legal, equitable or otherwise whatsoever, in and to the same.

TO HAVE AND TO HOLD the said Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of said party of the second part, its representatives, heirs, successors, successors-in-title and assigns, IN FEE SIMPLE forever, in as full and ample a manner as Borrower or Borrower's representatives, heirs, successors or assigns did hold and enjoy the same.

IN WITNESS WHEREOF, Borrower has executed this Deed under seal, as of the day and year first above written.

GRANTOR:

REDSTONE LAND INTERESTS NO. 1, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 1, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 2, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 3, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 4, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 5, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 6, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 7, LLC, REDSTONE LAND INTERESTS NO. 1, TIC NO. 8, LLC, and REDSTONE LAND INTERESTS NO. 1, TIC NO. 9, LLC, Georgia limited liability companies, by and through its duly appointed agent and attorney-in-fact, REAL ESTATE PERSPECTIVES III, LLC, a Georgia limited liability company

By: [Signature]  
Jimmy C. Luke, II

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

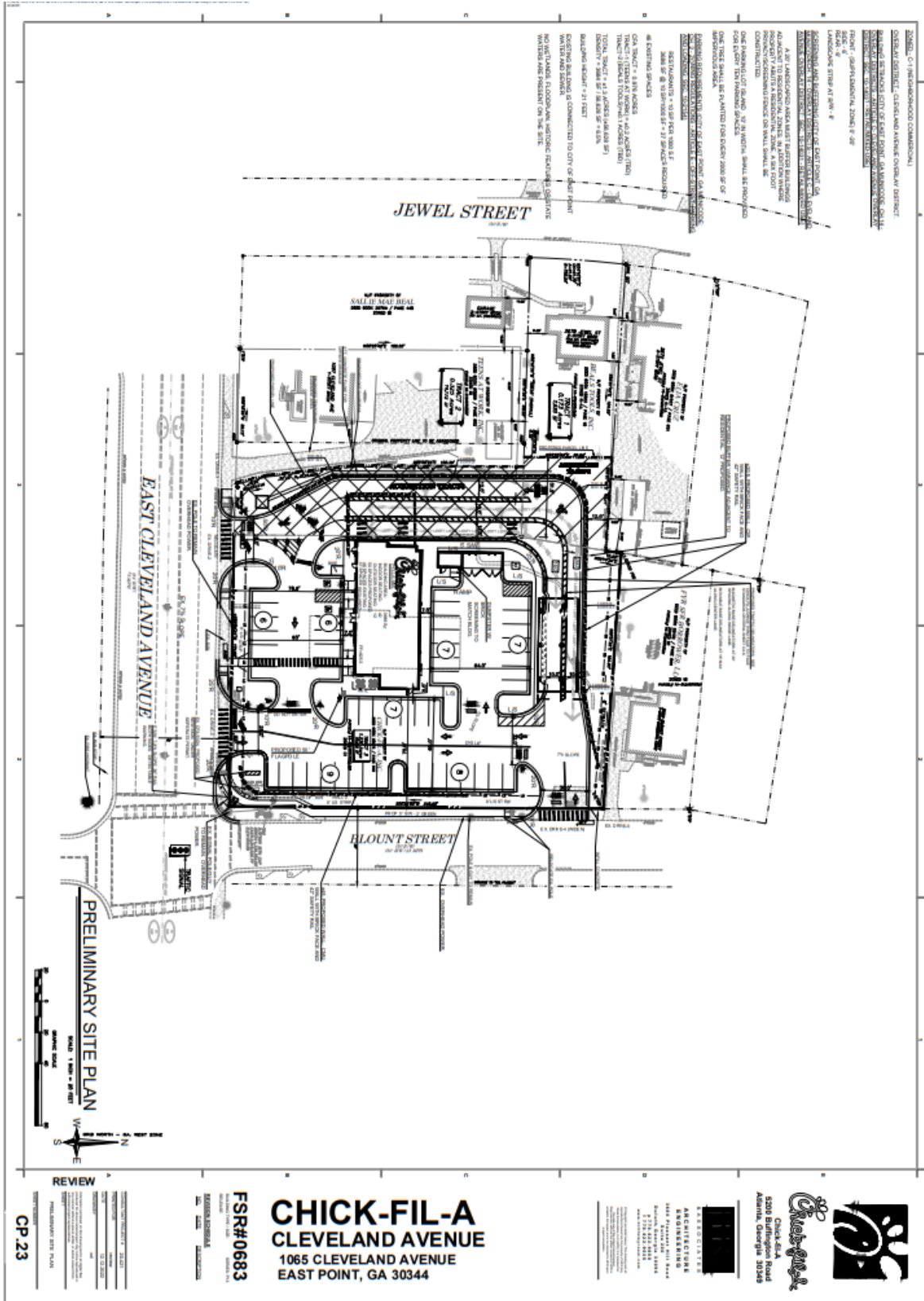
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My commission expires:



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