

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Mayor Pro Tem Antonio

Jones

Madelyn Orochena

Tracey Viars

Pat Ferris

Anthony Gutierrez

City Council Work Session**Meeting Agenda**

September 30, 2024 6:30 PM

Council Chambers

(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

Livestream: <https://www.facebook.com/CityofKennesaw/>

1. Invocation**2. Pledge of Allegiance****3. Call to Order****4. Announcements**

- A. Starting with the October 14 City Council Work Session, we will no longer be streaming meetings via Facebook Live. To watch a meeting live or to view a recording after the meeting, please visit the Public Meeting Portal on the City website at www.kennesaw-ga.gov/publicmeetings/.
- B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations**6. Old Business****7. New Business****A. Update Only: Realignment of McCollum Parkway**

Update provided by the Cobb County Department of Transportation regarding the realignment of McCollum Parkway.

8. Committee and Board Reports

9. Public Hearing(s)

10. Consent Agenda

- A. **Minutes: September 9, 2024 Work Session**
Approval of the September 9, 2024, City Council work session minutes.
- B. **Minutes: September 16, 2024 Regular Meeting**
Approval of the September 16, 2024, City Council regular meeting minutes.

11. General and Administrative

- A. **Discussion Only: Short Term Rentals Ordinance**
Consideration of an ordinance to amend Chapter 22, "Businesses," of the Kennesaw Code of Ordinances.
- B. **Alcohol License: Amigos Food Mart**
Consideration for approval of an Alcohol License for Beer, Wine, and Sunday Sales for OMSKY7893 INC d/b/a Amigos Food Mart located at 2851 Cobb Pkwy NW Kennesaw, GA 30152. Applicant: Sangitaben Patel
- C. **Alcohol License: Cigar Gallery Club**
Consideration for approval of an Alcohol License for Beer, Wine, Liquor and Sunday Sales for Cigar Gallery Club LLC d/b/a Cigar Gallery Club located at 3600 Cherokee St NW, Suite 102 Kennesaw, GA 30144. Applicant: Victor Rodriguez

12. Public Safety

- A. **Crime Statistics: August 2024**

13. Information Technology

14. Public Works and Building Maintenance

- A. **Resolution: 3238 Cherokee Street and 3248 Cherokee Street ROW and Property Acquisition**
Consideration to approve a resolution to acquire the Right of Way, Permanent Easement and Temporary Easements from 3238 Cherokee Street and 3248 Cherokee Street (Parcels 23, 24 and 25) needed for the Cherokee Street Improvement Project
- B. **Purchase Authorization: Vehicles for Public Works, Building Maintenance, Parks and Recreation, and Police**
Consideration to authorize purchase of vehicles approved in the Fiscal Year 2025 budget.

15. Recreation and Culture

16. Community Development

17. Public Comments

18. City Manager's Report

- A. Reports, Discussions, and Updates

19. Mayor's Report

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

20. Council Reports & Discussions

21. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

22. Adjourn



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: September 30, 2024

TITLE: **Update Only: Realignment of McCollum Parkway**
Update provided by the Cobb County Department of Transportation regarding the realignment of McCollum Parkway.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: September 30, 2024

TITLE: **Minutes: September 9, 2024 Work Session**
Approval of the September 9, 2024, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024-09-09 City Council Work Session Minutes - DRAFT

**MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

Livestream: <https://www.facebook.com/CityofKennesaw/>
**September 9, 2024
6:30 PM**

Present

Mayor Derek Easterling
Mayor Pro Tem Antonio Jones
Councilmember Madelyn Orochena
Councilmember Tracey Viars
Councilmember Pat Ferris
Councilmember Anthony Gutierrez
Deputy City Clerk Christie Burgner
City Manager Jeff Drobney
City Attorney Randall Bentley, Sr.

1. Invocation

2. Pledge of Allegiance

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

- A. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations

6. Old Business

7. New Business

8. Committee and Board Reports

9. Public Hearing(s)

- A. **Final Public Hearing: FY25 Operating Budget**

Consideration to approve a resolution to adopt the Fiscal Year 2024-2025 Operating Budget for the City of Kennesaw and adopt the organizational chart.

Assistant Finance Director Jennifer Gordy advised that the final public hearing for the adoption of the FY25 Operating Budget will be held on September 16, 2024, at 6:30 p.m. Councilmember Ferris asked if there had been any changes made since the last public hearing. Ms. Gordy advised there had been no changes. Councilmember Orochena asked about trail funding. Dr. Drobney clarified that the funding is for the trail behind the church. Councilmember Orochena stated the \$75,000 earmarked for Adams Park could be better spent on a play area at the Depot. There was no further council discussion regarding her statement. Councilmember Orochena asked about the funds for scoreboards. Dr. Drobney advised the funding for scoreboards is in addition to the previously requested funds and is for additional scoreboards.

B. Final Public Hearing: FY25 Capital Improvement (SPLOST) Budget

Consideration to approve a resolution to adopt the FY 2024-2025 Capital Improvement (SPLOST) Budget for the City of Kennesaw.

Assistant Finance Director Jennifer Gordy advised that the final public hearing for the adoption of the FY25 Capital Improvement (SPLOST) Budget will be held on September 16, 2024, at 6:30 p.m.

10. Consent Agenda

A. Minutes: September 3, 2024 Regular Meeting

Approval of the September 3, 2024, City Council regular meeting minutes.

B. Minutes: September 3, 2024 Executive Session

Approval of the September 3, 2024, City Council executive session minutes.

11. General and Administrative

12. Public Safety

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

16. Community Development

A. Final Plat Application: 1994, 2004, 1972 Duncan Drive

Consideration for approval of a final plat application submitted by Gunnin Land Surveying for 1994, 2004 and 1972 Duncan Dr. (Parcel numbers 20043801900, 20013801940 & 20013800470). Case #FP2024-03.

Assistant Zoning Administrator Chanelle Campbell provided information on the final plat application. The final plat was submitted for the development of the new subdivision known as Devin's Shire located at 1972, 1994, and 2004 Duncan Drive. The combined three parcels will total 3.73 acres and create an area for 35 single family attached

townhomes. The development was rezoned from R-20, Single Family Residential to Central Business District with conditions in April 2022. The plat reflects the twelve additional conditions that include parking, rentals and all other conditions set by Council. The Plan Review Committee along with Cobb Water and Cobb Fire have reviewed the final plat and deemed it is in compliance and recommends approval. Councilmember Ferris questioned if the driveway was private or city owned, and if their homeowner's association was going to have a future fund to maintain the roads. Ms. Campbell advised the streets are not public roads. Planning & Zoning Administrator Darryl Simmons stated that while this project did not require the homeowner's association to have a street fund, it is something that has been discussed among staff and staff can explore as a future condition. Councilmember Ferris asked that moving forward any project with private streets has a homeowners association paving stipulation. Agenda Item was approved to be moved to the Consent Agenda for September 16, 2024.

B. Final Plat Application: 2400 Ellison Lakes Drive

Consideration for approval of a final plat application submitted by Eric Federspiel for 2400 Ellison Lakes Dr. (parcel numbers (20017501120 & 20017500170) ; this plat intends to adjust the property line between the two parcels. Case #FP2024-04.

Assistant Zoning Administrator Chanelle Campbell provided information on the final plat application for 2400 Ellison Lakes Drive. The final plat was submitted to revise the property line approximately 20 feet and create additional parking for the daycare. The original site plan had 22 parking spaces, and the applicant is hoping to add 9–10 spots. If approved, the applicant is required to meet with surveyors and engineers, and to apply for the appropriate permits including grading and land disturbance prior to making any changes to the parcel. The parcel to the north, which would be losing approximately 0.12 acres, was previously approved for condos by Council in 2023, and future use will require a separate review by Public Works and all other appropriate departments. The Plan Review Committee along with Cobb Water and Cobb Fire have reviewed the final plat and deemed the plat in compliance and recommend approval. There was no Council discussion. Agenda Item was approved to be moved to the Consent Agenda for September 16, 2024.

C. Discussion: Livable Centers Initiatives (LCI) - Finalizing the Next Study Area.

Planning & Zoning Administrator Darryl Simmons provided information and requested direction on what the next study area should be. In 2015, Livable Centers Initiative proposed a plan for downtown. As that study is ten years old, staff met with ARC and reviewed how far the City has come with that plan and where to go from this point. There are two gateway corridors that staff feel would be appropriate for study: Main Street at McCollum Parkway or Cobb Parkway from Summers Street to Watts Drive. Mr. Simmons recommends Cobb Parkway for the opportunities that it presents. Mayor Easterling agreed with Mr. Simmons. Councilmember Jones stated he felt that Cobb Parkway was what Council agreed to when discussed previously. Mr. Simmons advised that staff wanted to be absolutely sure of the will of the Council. Councilmember Ferris is in favor of studying Cobb Parkway due to Cobb County's future plans for the airport.

Councilmember Orochena is unsure why Council would choose Cobb Parkway, but approved staff to continue. Councilmember Viars agreed to Cobb Parkway. Council was in agreement that Cobb Parkway should be the focus.

D. Resolution: 2881 North Main Street Intergovernmental Agreement

Consideration for approval of a Resolution for the City to loan the Kennesaw Development Authority \$700,000 to purchase 2881 North Main Street via an intergovernmental agreement (IGA).

Economic Development Director Luke Howe provided information on a proposed loan from the City of Kennesaw to the Kennesaw Development Authority (KDA) for purchase of 2881 North Main Street through an intergovernmental agreement (IGA). The property at 2881 North Main Street has become available for purchase and staff would like to purchase the property to ensure that the City has control of what is developed there. Councilmember Ferris asked about interest on the loan to the KDA which is a question that came up during the KDA meeting and if the fact there was no interest should be in the IGA. Mr. Howe advised that staff did not believe it was necessary. The City could flip the property, do a request for proposals with the KDA financing at one or two percent, or bonds could help rehabilitate the property. Councilmember Ferris stated he brought it to Council's attention because it was brought up at the KDA meeting, but he is good with the IGA as it is currently written. Agenda Item was approved to be moved to the Consent Agenda for September 16, 2024.

17. Public Comments

6:44 p.m. Floor Open for Public Comments

No comments.

6:45 p.m. Floor Closed for Public Comments

18. City Manager's Report

City Manager Dr. Jeff Drobney stated he attended the First Friday Concert with Bumpin the Mango which is an interesting funk band that he enjoyed despite the rain showers. Dr. Drobney reminded about the upcoming concert on Saturday, September 14th which will feature Face 2 Face, a Billy Joel and Elton John tribute band. On Monday, September 16, he will appoint Berry Wilson as the new IT Director.

A. Appointment: Information Technology Director

Ratify the appointment of Berry Wilson, Information Technology Director.

19. Mayor's Report

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

20. Council Reports & Discussions

Mayor Easterling asked council members to tell him something good.

Councilmember Gutierrez stated he is still picking up litter around his neighborhood and that he signed up to volunteer for a homeless shelter food packing drive at the State Farm Arena.

Councilmember Orochena stated she had received a text over the weekend from a resident about a dangerous tree at Deerfield Park. She forwarded that message along to Dr. Drobney and the tree was removed by the next morning. Councilmember Orochena thanked staff.

Councilmember Ferris stated he could hear Bumpin the Mango from his home and he enjoyed the songs he heard. He stated he loves what is going on in downtown Kennesaw, and he is looking forward to new development coming in.

Councilmember Jones stated that this weekend he was on daddy duty to give his wife Chantel a break. He kidded he did so well that he should open a daycare.

Councilmember Viars stated to Councilmember Jones that running his own daycare would be a hard way to make a living. Councilmember Viars heard great things about the concert as she spoke with local businesses about what the Kennesaw Downtown Merchants Association have brought to town with these concerts and how to keep enlivening Main Street.

A. Discussion: Council Retreat

Discussion item requested by Councilmember Tracey Viars to gauge interest in and availability for a Council Retreat.

Councilmember Viars advised that since 2018 when she was elected, the current board has three newer members. Those council members receive training through the state, but each city's rules are different. She is looking for a four to five hour retreat to learn about the City's departments, RFPs, and more, and asked for council's interest and availability. Councilmember Jones is not opposed and thinks he could attend at any time. Councilmember Gutierrez is fully in support, would like to learn the inner workings of the City, and is available at a week's notice. Councilmember Orochena is all for the idea, and thinks it would be worthwhile. She would like to hear from each department about their master plan, what challenges they face, get to know how the departments work on a more personal level, and the goals of each department. Mayor Easterling knows that a retreat is a lot of work for staff. Councilmember Ferris stated that it sounded as if Council was looking for an orientation and overview of departments which he is not interested in participating in. He agreed with Councilmember Orochena that he is interested in the goals of the departments and he would attend if the retreat is about a specific subject. Councilmember Viars asked Councilmember Ferris what would make it valuable for him to attend. Councilmember Ferris stated that he would attend if the discussion was getting in the weeds about a topic, but not for a broad overview and general discussion. There would need to be a specific goal, or he would not participate. Councilmember Jones stated he has sat on committees and interacted with staff over the years and he agrees with Councilmember Ferris that he understands how the City

works. Councilmember Jones advised he would attend for a specific project or to meet with staff about things he and the council would like to see happen in the city. Mayor Easterling reiterated that retreats are lots of work for staff. Dr. Drobney will follow the will of the council. Mayor Easterling advised to have more discussion and visit the matter at a later time.

21. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

22. Adjourn

Mayor Easterling adjourned the meeting at 6:57 p.m. The next regularly scheduled meeting will be held on Monday, September 16, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

DRAFT

**Names and Addresses will be disclosed in the Permanent Minutes of the
City of Kennesaw**

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Work Session

9/9/2024

Public Comment Sign-in

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Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: September 30, 2024

TITLE: **Minutes: September 16, 2024 Regular Meeting**
Approval of the September 16, 2024, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024-09-16 City Council Meeting Minutes - DRAFT

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

Livestream: <https://www.facebook.com/CityofKennesaw/>
**September 16, 2024
6:30 PM**

Present

Mayor Derek Easterling
Mayor Pro Tem Antonio Jones
Councilmember Madelyn Orochena
Councilmember Tracey Viars
Councilmember Pat Ferris
Councilmember Anthony Gutierrez
Deputy City Clerk Christie Burgner
City Manager Jeff Drobney
City Attorney Randall Bentley, Sr.

1. Invocation

City Attorney Randall Bentley, Sr. led the Invocation

2. Pledge of Allegiance

Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

- A. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations

6. Public Comment/Business from the Floor

6:31 p.m. Floor Open for Public Comments

No comments.

6:32 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. Final Public Hearing: FY25 Operating Budget

Consideration to approve a resolution to adopt the Fiscal Year 2024-2025 Operating Budget for the City of Kennesaw and adopt the organizational chart.

For the adoption of the FY25 Operating Budget at this final public hearing, Assistant Finance Director Jennifer Gordy provided information including: general fund operating revenues, general fund expenditures, proposed operating budget, proposed internal service fund budget, operating reserves, personnel recommendations, and proposed capital expenditures.

Floor open to public comment at 6:36 p.m. There was no public comment. Floor closed to public comment at 6:37 p.m.

Motion by Councilmember Viars to approve [RESOLUTION 2024-45, 2024](#). Seconded by Councilmember Ferris. There was no discussion.

Vote taken, motion unanimously approved 5-0. Motion passed.

B. Final Public Hearing: FY25 Capital Improvement (SPLOST) Budget

Consideration to approve a resolution to adopt the FY 2024-2025 Capital Improvement (SPLOST) Budget for the City of Kennesaw.

For this final public hearing of the FY25 Capital Improvement (SPLOST) Budget, Assistant Finance Director Jennifer Gordy provided information on the proposed SPLOST budget fund including the remaining dollars to be spent.

Floor open to public comment at 6:38 p.m. There was no public comment. Floor closed to public comment at 6:39 p.m.

Motion by Councilmember Viars to approve [RESOLUTION 2024-46, 2024](#). Seconded by Councilmember Gutierrez. There was no discussion.

Vote taken, motion unanimously approved 5-0. Motion passed.

11. Consent Agenda

Motion by Councilmember Ferris to approve the Consent Agenda. Seconded by Councilmember Viars. There was no discussion.

Vote taken, motion unanimously approved 5-0. Motion passed.

A. Minutes: September 3, 2024 Regular Meeting

Approval of the September 3, 2024, City Council regular meeting minutes.

B. Minutes: September 3, 2024 Executive Session

Approval of the September 3, 2024, City Council executive session minutes.

C. Final Plat Application: 1972, 1994 & 2004 Duncan Drive

Approval of a final plat application submitted by Gunnin Land Surveying for 1972, 1994 & 2004 Duncan Dr. (Parcel numbers 20043801900, 20013801940 & 20013800470). Case #FP2024-03.

D. Final Plat Application: 2400 Ellison Lakes Drive

Approval of a final plat application submitted by Eric Federspiel for 2400 Ellison Lakes Dr. (Parcel numbers 20017501120 & 20017500170) ; this plat intends to adjust the property line between the two parcels. Case #FP2024-04.

E. Resolution: 2881 North Main Street Intergovernmental Agreement

Approval of a Resolution for the City to loan the Kennesaw Development Authority \$700,000 to purchase 2881 North Main Street via an intergovernmental agreement (IGA).

[RESOLUTION 2024-47, 2024](#)

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

ANDREW BRAMLETT [City Resident]: Mr. Bramlett presented a local history story about a ledger from the Kennesaw Guano Company which was actually located in Atlanta (See Exhibit B).

19. City Manager's Report

A. Reports, Discussions, and Updates

1. Appointment: Information Technology Director

Ratify the appointment of Berry Wilson, Information Technology Director.

City Manager Dr. Jeff Drobney presented his new appointee for IT Director, Berry Wilson. Mr. Wilson introduced himself, spoke of the good things he has seen happening in the City of Kennesaw, and discussed information technology. Councilmember Ferris moved to ratify the appointment of Berry Wilson as Information Technology Director. Seconded by Councilmember Gutierrez. There was no discussion. Vote taken, motion unanimously approved (5:0). Motion passed. Mayor Easterling welcomed Mr. Wilson to Team Kennesaw.

Dr. Drobney recognized staff who worked at the concert Saturday night; it was a great time. In the last 24 years, that concert was one of the most exciting and fun filled events

in Kennesaw. Although there was uncertainty regarding the weather, the staff worked together to create a fun event for attendees and Dr. Drobney is thankful for staff. He is looking forward to next year. Mayor Easterling noted that Dr. Drobney seemed to know all the words to all the songs and was somewhat surprised by the younger people in the crowd who knew all the words.

20. Mayor's Report

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

Mayor Easterling called for a motion to accept the resignation of Chelsea Bodenhamer from the Arts and Culture Commission. Motion by Councilmember Viars. Second by Councilmember Orochena. There was no discussion. Vote taken, motion unanimously approved (5:0). Motion passed.

Mayor Easterling called for a motion to appoint Deputy City Clerk Christie Burgner to the Events Committee. Motion by Councilmember Viars. Second by Councilmember Orochena. There was no discussion. Vote taken, motion unanimously approved (5:0). Motion passed.

21. Council Reports & Discussions

Councilmember Gutierrez stated that while at the concert on Saturday night, he unexpectedly saw a friend who was working security for the concert.

Councilmember Jones thanked staff for the concert series. He advised he had asked for a fence to be placed at the McCollum Park, saw today that it had been placed, and thanked Parks Director Bill McNair.

Councilmember Orochena stated the concert was fun and was thankful that the rain held off as her family attended.

Councilmember Ferris recounted stories of previous Parks & Recreation Director Danny Jones who was a great guy but could never seem to predict the weather properly for an event such as the concert. Kudos to Dr. Drobney and his team for their weather prognostication.

Councilmember Viars congratulated Jennifer Gordy and Gina Auld in the Finance Department on their great work on the budget.

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

23. Adjourn

Mayor Easterling adjourned the meeting at 6:50 p.m. The next regularly scheduled meeting will be held on Monday, September 30, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

DRAFT

Names and Addresses will be disclosed in the Permanent Minutes of the
City of Kennesaw

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting

9/16/2024

Public Comment Sign-in

	Name	Address	Topic
1	<u>Walter D. Brubaker</u>	<u>2990 Jennifer Ct.</u>	<u>Kennesaw history</u>
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KENNESAW HISTORY

Kennesaw Guano

Ledger from the Kennesaw
Guano Company



When looking into Kennesaw history, I occasionally run across some odd uses of our community's name. Recently, I added a very odd item to my collection: a small ledger from the Kennesaw Guano Company. It was probably intended to be small enough to fit in a pocket, and has some advertising material and handwritten notes inside. The Kennesaw Guano Company was not in fact from Cobb County, and was instead based in Atlanta. The company's founders were evidently hoping to capitalize on the name of Kennesaw Mountain. It was founded in 1889, and promised to sell "a very superior grade of guano."

Guano was used as a fertilizer, and by the mid-1890s at least eight guano businesses could be found in Atlanta alone. It is unclear where the company found its product, though some may have come from oxen. After all, a ox head logo was prominently featured on every bag sold. In 1902, the business was acquired by the Virginia-Carolina Chemical Company. Though there were occasional references to the business in legal ads, the brand seems to have vanished by 1910.

Presented by Andrew J. Bramlett at the September 16, 2024,
City of Kennesaw Mayor & Council Meeting



Item Report

TO: The Honorable Mayor and City Council

FROM: LaMaya Edmonds, Business License Manager

DATE: September 30, 2024

TITLE: **Discussion Only: Short Term Rentals Ordinance**
Consideration of an ordinance to amend Chapter 22, "Businesses," of the Kennesaw Code of Ordinances.

Summary:

Chapter 22, "Businesses," Article XIII, "Reserved," of the Code of Ordinance is being repealed and replaced with Article XIII "Short-Term Rentals." The purpose of this ordinance is to protect the public health, safety and general welfare of individuals and the community at large; to establish standards for short-term rentals of privately owned residential structures rented to transient occupants, minimize adverse effects of short-term rental uses on surrounding residential neighborhoods, and preserve the character of neighborhoods in which short-term rentals occurs. This section is not intended to regulate hotels, motels, inns, boardinghouses, lodging houses, or rooming houses, bed and breakfast or personal care homes. This ordinance has been reviewed by Legal.

Recommendation:

Fiscal Impact:

Attachments:

1. ORD_2024- Short Term Rentals
2. 2024 - Short Term Rental Workflow
3. Short Term Rental Ordinance Comparison Chart
4. HB523 - Short Term Rentals

**CITY OF KENNESAW
GEORGIA**

ORDINANCE NO. 2024-____, 2024

AN ORDINANCE TO AMEND CHAPTER 22, ENTITLED “BUSINESSES,” ARTICLE XIII, ENTITLED “RESERVED,” OF THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS:

SECTION 1. Chapter 22 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended so as to repeal Article XIII of said Chapter and replace in its entirety by striking and replacing with the following:

ARTICLE XIII. RESERVED

~~Secs. 22-350—22-392. Reserved.~~

ARTICLE XIII. SHORT-TERM RENTALS

Sec. 22-350. - Purpose.

- (1) The purpose of this section is to protect the public health, safety and general welfare of individuals and the community at large; to establish standards for short-term rentals of privately owned residential structures rented to transient occupants, minimize adverse effects of short-term rental uses on surrounding residential neighborhoods, and preserve the character of neighborhoods in which short-term rentals occurs.
- (2) This section is not intended to regulate hotels, motels, inns, boardinghouses, lodging houses, or rooming houses, bed and breakfast or personal care homes.

Sec. 22-351 - Applicability.

- (1) It shall be unlawful for any owner of any property within the City limits of Kennesaw to rent or operate a short-term rental of residential property contrary to the procedures and regulations established in this section, other provisions of this Code, or any applicable state law.
- (2) The restrictions and obligations contained in this section shall apply to short-term rental units at all times during which they are marketed and/or used as short-term rental units.
- (3) The allowance of short-term rental properties pursuant to this section shall not prevent private enforcement of additional restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements.

Sec. 22-352. - Definitions.

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Surrounding Properties: Properties with a boundary within 200 feet of the short-term rental property boundaries.

Owner: *The legal or beneficial owner of a short-term rental property, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the short-term rental property.*

Property: *A lot of record on which a structure or building is located.*

Short-term rental advertisement: *Any method soliciting use of a residential property or any part thereof for short-term rental purposes.*

Short-term rental agent: *An individual with the legal authority to make and act on the decision of tenancy, building maintenance, complaints and repairs of a short-term rental property.*

Short-term rental occupant: *Any guests, tourists, lessees, vacationers or any other person or persons who, in exchange for compensation, occupy a short-term rental property for lodging for a period of time not to exceed 30 consecutive days.*

Short-term rental property: *An accommodation for transient guests where, in exchange for compensation, all or part of a residential property is provided for lodging for a period of time not to exceed 30 consecutive days.*

Short-term rental license: *An official authorization issued by the Business License Division to the owner or designated rental agent of a short-term rental property, upon the submission of required documentation and compliance with the regulations established in this chapter, permitting the operation of a short-term rental property.*

Sec. 22-353. - Short-term rental license required.

It is unlawful for any person or entity to operate or advertise as a short-term rental within the city limits without a valid short-term rental license issued for each short-term rental property pursuant to this ordinance.

- (1) A short-term rental license is required to be obtained from the business license division for each short-term rental property.
- (2) It shall be unlawful for any person to lease or operate a short-term rental property without first obtaining a short-term rental license in accordance with the provisions of this article.
- (3) No more than one short-term rental license shall be issued for each short-term rental property at any given time.
- (4) The short-term rental license may not be transferred, assigned, or used, for any location other than the one for which it is issued. When a change of property

ownership occurs, the new owners shall notify the business license division within 30-days and apply for and obtain a new short-term rental license.

- (5) The maximum number of short-term rentals allowed throughout the city of Kennesaw shall be 150. Once the cap is reached, the city will no longer accept new applications for a short-term rental license for that year.

Sec. 22-354. - Standard conditions.

All short-term rental properties established pursuant to this article are subject to the following standard conditions:

- (1) A property owner can hold a maximum of two (2) short-term rental licenses in the city of Kennesaw, excluding those with legal nonconforming status who obtain their license in compliance with Section 22-358 (4). Any individual listed as a member in a business entity owning a short-term rental property is considered an owner of the short-term rental property as it pertains to this ordinance.
- (2) Short-term rental properties are permitted in all Residential (R) zoning districts. No more than one short-term rental license shall be issued per residential property.
 - a. Short-term rental properties shall only be permitted in residential structures with a valid certificate of occupancy.
 - b. Short-term rentals are not permitted outside of the main dwelling unit, including, but not limited to, accessory structures such as detached garages, sheds or in motorhomes such as campers, and RVs.
 - c. Short-term rentals are subject to a 500-foot buffer distance from any other operating short-term rental property with a valid license. The 500-foot buffer separation is measured from property line to property line.
- (3) Short-term rentals are prohibited from hosting events including, but not limited to, weddings or rehearsal dinners, company retreats, receptions, parties or any other similar gathering and are subject to noise limitations as outlined in [Section 18-78 Standard for sound control](#).
- (4) A short-term rental agent is required for short-term rental properties. An owner may serve as the short-term rental agent, or the owner may designate a person or agency as his or her agent. The duties of the short-term rental agent are to:
 - a. Reside in Cobb County;
 - b. Serve as the 24-hour contact and be available to handle any problems arising from use of the short-term rental property;
 - c. Keep his or her name and emergency contact phone number posted in a readily visible place in the short-term rental property;
 - d. Receive and accept service of any notice of violation related to the use or occupancy of the short-term rental property;
 - e. Monitor the short-term rental property for compliance with this section; and
 - f. List the short-term rental certificate number on each short-term rental advertisement.
 - g. An owner may change his or her designation of a short-term rental agent; however, there shall only be one such agent for a short-term rental property at any given time. Any changes to the short-term rental agent

should be provided within 5 business days of those changes; if notification is not provided to the city within 5 business days of changes the business will be out of compliance and grounds for suspension.

- i. To change the designated agent, the owner shall notify the business license division in writing of the new agent's identity, with a copy of the new short-term agent's driver's license, an updated notarized short-term rental agent acknowledgement that the newly appointed short-term rental agent agrees to perform the duties subscribed in this section, and proof that the name and contact information for the new rental agent has been posted in the short-term rental property.
- (5) Any advertising of the short-term rental property shall include the short-term rental property license number, notification of the maximum occupancy, maximum number of vehicles allowed, and provisions regulating noise. This information shall also be posted at the rental property.
- (6) No external signage is permitted; however, a legible copy of the short-term rental license shall be posted within the unit in a prominent location and include all of the following information:
 - a. The name, address, telephone number and email address of the short-term rental agent;
 - b. The short-term rental unit certificate number;
 - c. The maximum occupancy of the unit;
 - d. The maximum number of vehicles that may be parked at the unit; and
 - e. Provisions regulating noise.

Sec. 22-355. - Parking standards.

All parking must comply with this Article and Appendix A, Chapter 6, Sections 6.06.00 - 6.06.09 of the City of Kennesaw Unified Development Code.

- (1) Only the approved parking areas/spaces pursuant to the short-term rental license shall be used for vehicle parking.
 - a. All vehicles of short-term occupants and their guests must be parked on the short-term rental property only in designated parking spaces such as garage, carport, and hardened treated surfaced driveway such as concrete or asphaltic pavement.
 - b. No vehicle related to the short-term rental shall be parked on neighboring properties.
 - c. There shall be no parking of vehicles related to the short-term rental on public or private roads, in such a way to impede traffic, hinder access or violate any subdivision/ homeowner rules or regulations.

Sec. 22-356. - Life safety and sanitation.

The short-term rental property must be properly maintained and regularly inspected by the owner or short-term rental agent to ensure continued compliance with applicable zoning, building, health, and life safety code provisions.

- (1) Occupancy limits shall be determined based on the number of bedrooms in the short-term rental. The occupancy shall be limited to two (2) adults per bedroom per each short-term rental property. The number of bedrooms will be verified using County Assessor data and city building records.
 - a. Kitchens, bathrooms, toilet rooms, living rooms, dens, dining areas, halls, closets, storage or utility spaces, and similar areas are not considered bedrooms and shall not be used in the calculation for determining the maximum number of occupants.
- (2) Short-term rental properties shall meet all applicable building regulations, as required by Chapter 18 of the Unified Development Code.
- (3) Short-term rental properties shall meet all applicable fire prevention and protection regulations, as required by Chapter 50 of the Unified Development Code.
- (4) Short-term rental properties shall meet applicable health and sanitation regulations, as required by Chapter 62 of the Unified Development Code.
- (5) The business license department or its designee shall conduct an investigation whenever there is reason to believe that an owner and/ or short-term rental agent has failed to comply with the provisions of this chapter. The investigation may include an inspection of the premises with a 24-hour notice to the property owner, a review of law enforcement/security reports, citations, or neighbor documentation consisting of photos, sound recordings and video all of which may constitute evidence of a violation.

Sec. 22-357. - Taxes.

The resident owner shall comply with all business license and Hotel-Motel excise tax and revenue collection laws of the City of Kennesaw, Cobb County and the State of Georgia and as may be amended from time to time. The city may seek to enforce payment of all applicable taxes to the extent provided by law, including injunctive relief.

State Law Reference - O.C.G.A. § 48-13-50.3.

Sec. 22-358. - Application for short-term rental license.

- (1) Applicants for short-term rental license shall submit, on an annual basis, an application for a short-term rental license to the business license division. The application shall be accompanied by the full non-refundable application fee which shall be determined based on the varied demand and impact on the city's administrative recourses. Fee rates will be listed in the master fee schedule, which shall be available for public inspection at the City Clerk's office. Such application shall include:

- a. The name, address, telephone and email address of the owner(s) of record of the property for which a license is sought;
 - b. The address of the property to be used as a short-term rental property;
 - c. Copy of the driver's license of the property owner and the short-term rental agent;
 - d. The number of bedrooms and the maximum number of occupants;
 - e. The number and location of parking spaces allotted to the premises;
 - f. The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;
 - g. The short-term rental agent's sworn acknowledgement that he or she has received a copy of this section, has reviewed it, and understands its requirements; and
 - h. Any other information that this section requires the owner to provide to the city as part of an application for a short-term rental license. The business license manager, or his or her designee, shall have the authority to request and obtain additional information from the applicant as necessary to achieve the objectives of this section.
- (2) Attached to and concurrent with the application for a short-term rental license, the owner or short-term rental agent shall provide:
- a. A copy of the warranty deed as proof of the owner's current ownership of the property;
 - b. Proof of liability insurance covering the short-term rental use;
 - c. A written certification from the short-term rental agent that he or she agrees to perform the duties subscribed as specified in section;
 - d. If applicable, written consent from the homeowner's association permitting the property to be utilized as short-term rental must be provided; and
 - e. Surrounding property owners, as shown on the most current tax records, shall be notified of the application in writing, and proof of notification shall be submitted to the business license division.
- (3) Upon receipt of a new application, an inspection may be scheduled for compliance with all applicable laws, rules, permits, regulations, and operational requirements set forth by this article.

Sec. 22-359. - Grant or denial of application.

- (1) The business license manager, or his or her designee, shall be vested with the authority to grant or deny an application, as well as the authority to suspend or revoke a license.
- (2) Review of an application shall be conducted in accordance with due process principles and shall be issued within 30 days of all required information being received. Any false statements or information provided in the application are grounds for denial of the application, citations and/or imposition of penalties.
- (3) Requirements for approval
 - a. The application for a short-term rental certificate must be fully completed, including all required documentation and fees.
 - b. The property must comply with all applicable zoning, building, and safety codes as established by the City of Kennesaw.

- c. The applicant and property must be in good standing with the City, with no outstanding violations or delinquent taxes.
- d. The property must pass any required inspections to ensure it meets health, safety, and welfare standards.
- (4) The license holder may appeal a denial decision by the business license manager, or his or her designee, to the Mayor and City Council within ten (10) business days from receipt of the written notice of said denial.
- (5) The license holder may appeal a denial decision by the Mayor and City Council as set forth under Georgia law.

Sec. 22-360. - Conditions for denial.

- (1) Any application found to contain incomplete, false, or misleading information shall be grounds for denial.
- (2) Failure to conform to the applicable zoning, building, or safety codes shall result in denial
- (3) Applications shall be denied if the applicant or property has unresolved violations or delinquent taxes owed to the City.
- (4) Applicants who have had a short-term rental certificate revoked within the preceding twelve months shall be denied.
- (5) Evidence indicating that the short-term rental would adversely affect the residential character of the neighborhood shall be grounds for denial.

Sec. 22-361. - Decision notification.

- (1) The applicant shall be duly notified of the decision to grant or deny the application within thirty (30) days of the submission of the completed application.
- (2) In the event of a denial, the applicant shall be notified in writing of the decision to deny, the written notice shall explicitly state the specific reasons for such denial.

Sec. 22-362. - Reapplication.

- (1) Applicants whose applications have been denied may reapply no sooner than six (6) months from the date of the initial denial.
- (2) Reapplication shall only be considered if the applicant has addressed and rectified the reasons for the initial denial.

Sec. 22-363. - Enforcement.

- (1) Complaints regarding a short-term rental property may be provided in writing through the online code enforcement system which shall include a description of the complaint and the property address.
- (2) Complaints shall result in a notice of the complaint being directed to the short-term rental agent and owner. The property owner or short-term agent shall be given seven (7) business days for the opportunity to make reasonable accommodations to address the complaint prior to the issuance of a citation.
- (3) If non-compliance with provisions of this section occurs, the code enforcement division shall conduct an investigation whenever there is reason to believe that

an owner and/or short-term rental agent has failed to comply with the provisions of this section.

- a. Should the investigation support a finding that a violation occurred, the code enforcement division shall issue a written notice of the violation and intention to impose a penalty to the property owner and/or short-term rental agent.
 - i. The written notice may be served either by first class mail, by commercial overnight delivery, by personal service on the owner and/or short-term rental agent, or by any other reasonable means of delivery, including email.
 - ii. The written notice shall specify the facts which, in the opinion of the code enforcement division, constitute grounds for imposition of the penalties.
 - iii. Failure to address complaints within the seven (7) business day time frame notated by the code enforcement department, shall result in the issuance of citations.
- (4) To ensure the continued application of the intent and purpose of this section, code enforcement shall notify the property owner of a short-term rental property of all instances in which nuisance behavior of the rental guest or the conduct of his or her short-term rental agent results in a citation for a code violation or other legal infraction.
- (5) The building services department shall maintain, in each short-term rental property file, a record of all code violation charges, founded accusations, and convictions occurring at or relating to a short-term rental property.
- (6) The code enforcement division is also hereby authorized and directed to establish such procedures for issuing citations for violations of this section. The City of Kennesaw Police Department shall also have authority to enforce this section and issue citations.
- (7) Citations resulting from the enforcement of this section shall be heard by the City of Kennesaw Municipal Court.

Sec. 22-364. - Penalties.

- (1) The penalties for violations specified in this article shall be as follows:
 - a. For the first violation within any 12-month period, the penalty shall be a fine of \$500.00 plus statutory surcharges;
 - b. For a second violation within any 12-month period of the first violation, the penalty shall be a fine of \$750.00 plus statutory surcharges;
 - c. When a short-term rental agent has accumulated three violations for a particular short-term rental property within a 12-month period, the business license manager shall revoke any pending *license*, the existing license for the subject property, and reject all applications for the subject premises for a period of 12 consecutive months.
- (2) A short-term rental property that is determined to be operating without the necessary short-term rental license shall subject the owner to a fine of \$500.00 plus statutory surcharges. Each day the short-term rental property is rented for overnight accommodation without a license shall constitute a separate violation.

Sec. 22-365. - Revocation.

- (1) A short-term rental license may be revoked for due cause, which includes, but is not limited to, violations of this ordinance, provision of false information on the application, or any conduct that would justify the denial of the initial application.
- (2) Any violation of a city ordinance or a violation of any criminal law of the state to occur on the premises may result in the revocation of the license.
- (3) The license holder may appeal a revocation decision by the business license manager, or his or her designee, to the Mayor and City Council within ten (10) business days from receipt of the written notice of revocation.
- (4) When a license has been revoked under the provisions of this chapter, no application for a new short-term rental license for the same location shall be considered for a period of 12 consecutive months.
- (5) The license holder may appeal a revocation decision by the Mayor and City Council as set forth under Georgia law.

Sec. 22-366. - Nonconforming short-term rentals properties.

- (1) Any short-term rental property in existence prior to January 1, 2025 which does not conform to the provisions of this article shall be deemed nonconforming and may remain with the following conditions:
 - a. All nonconforming short-term rental properties must be registered with the business license division within 90 days of the ordinance's effective date.
 - i. Nonconforming status shall be granted to property owners that confirm operations prior to January 1, 2025 with a state or federal tax record as proof of operation.
 - ii. Properties holding nonconforming status shall not be subject to the two (2) property maximum or be required to uphold a 500-foot distance from any other operating short-term rental property with a valid license.
 - iii. Nonconforming status is contingent upon valid proof of operations prior to January 1, 2025 and full compliance with all other applicable laws, permits, regulations, and operational requirements set forth in this ordinance prior to December 31, 2025.
 - b. Nonconforming short-term rentals must obtain and maintain a valid short-term rental license, renewed annually.
 - c. If a nonconforming short-term rental property is damaged or destroyed to the extent of 50% or more of its market value, it may not be rebuilt or resume its status as a nonconforming short-term rental property and must conform to all requirements set forth in this article
 - d. If the nonconforming property ownership changes, the nonconforming status shall be automatically revoked. If the new owner(s) wishes to use the property as a short-term rental property, the new owner(s) must apply for a new short-term rental license within 30 days, and the new property owner must comply with all requirements outlined in this article.
 - e. If the short-term rental ceases operation for a period of twelve consecutive months, the nonconforming status shall be automatically revoked.

Secs. 22-367—22-392. Reserved.

SECTION 2. BE IT FURTHER ORDAINED THAT this ordinance shall become effective on _____, and after its adoption and execution by the mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this _____ day of October, 2024.

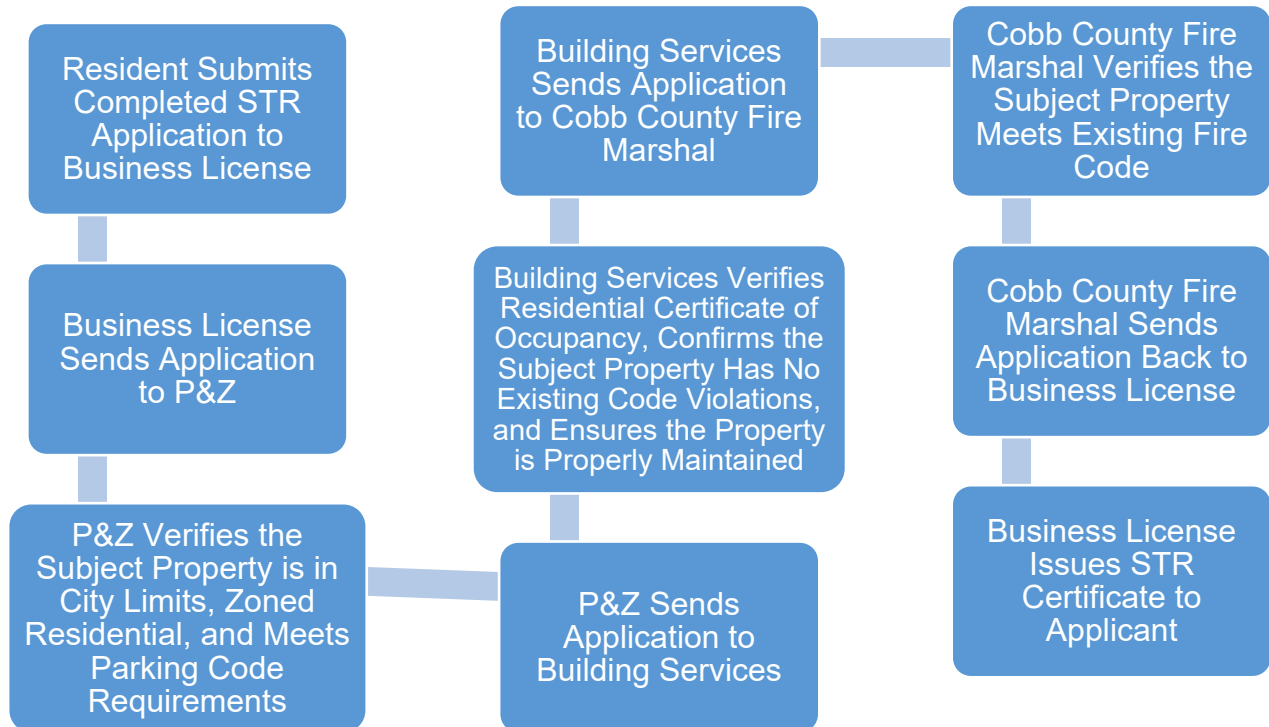
ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

STR Workflow



	Cobb County	Cherokee County	City of Acworth	City of Woodstock	Sandy Springs	City of Blue Ridge	Dawsonville
Population (2020 Census)	766,149	266,620	22,440	35,065	108,080	1,253	3,720
Code Section	Section 78-407	Section 18-380	Section 73-7.8.3	Section 22-262	Section 26-371/7.8.16	Section 10-191	Section 10-195
Year Adopted	2022	2021	2024	2019		2023	
Permit Type	STR Certificate with notarized STR Agent Acknowledgement Affidavit	STR Certificate	Occupational Tax Certificate with affidavit of compliance with supplemental use regulations.	STR Certificate (addendum to the home occupation license)	Business license & rental activity registration	STR Certificate Occupational Tax Certificate required	STR License
Districts Allowed	Residential	Single-family residential	Residential	Residential Not allowed in built to rent neighborhoods.	Residential	Central Business District	Not specified
Occupancy Standards	Permitted in residential structures with a valid Certificate of Occupancy.	Maximum for overnight guests is two people per bedroom. Total occupancy, including day guests, must not exceed 16 people not including children under 10 years old. No STR shall offer more than five bedrooms for rent.	Maximum of 2 people per bedroom permitted at any time during the rental period. ADUs may be used as STRs	Not specified	No more than 4 unrelated persons 18 years of age or older may occupy the STR dwelling unit. For STRs with more than 4 unrelated persons, see Sec. 7.9.6. Special Events.	Not specified	Not specified
Parking Requirements	2 spaces per dwelling unit for condos, single-family, two-family, and townhouse dwelling units. 1.75 spaces per dwelling unit for multi-family dwelling units and high-rise apartments	Parking must be available off the street, with one space per bedroom being rented. Should be restricted to designated hard-surfaced areas and not allowed on neighboring properties.	2 spaces per dwelling unit	2 spaces per dwelling unit, required parking must be located on the same property as the STR unit.	Must be on the same lot as the STR unit No minimum parking standards	Not specified	Not specified
Application Process	Annual application and \$55 fee submitted to the Business License Dept. When a change of ownership occurs, the new owners shall notify the business license division and apply for and obtain a new short-term rental certificate.	Annual application and fee to Cherokee County Development Services Center Business License Department. Each occupant is required to submit a signed and written statement acknowledging the code and agreeing to abide by it.	Applicant must meet with Community Development to discuss project plans. Application submitted to Business License Department with an STR affidavit. Community Development reviews the affidavit and sends decision to Business License Department.	Annually submit STR certificate application to the Development Services Division. Occupants are required to submit a signed and written statement acknowledging the code and agreeing to abide by it.	All owners or hosts shall give notice of the operation of a short-term rental unit to all residential parcels and/or homeowner's association(s) immediately adjacent to the short-term rental unit. Prior to issuance of a permit for a short-term rental unit, each property containing a short-term rental unit shall be inspected for compliance with all building and fire codes.	Applications and annual renewals should be reviewed by the city administrator or his designee. \$100 annual fee to be paid to the Planning & Zoning Department	Application submitted to Planning & Zoning Department Property owners adjacent to a proposed STR shall be notified of the application by the city Renewal paperwork sent to those with current licenses to be submitted by a certain date subject to late fees. Fees for owner-occupied STRs are based on the square footage of the space rented is used to calculate annual fees. STRs where the entire dwelling unit is rented, the square footage of the entire rental unit is used to calculate annual fees.

Short-Term Rental Agents	Property owner must designate an STR agent to serve as a 24-hour contact. The owner can act as the STR agent. If the STR agent changes, the property owner shall notify the business license division in writing of the new agent's identity, a new written certification from the STR agent that he or she agrees to perform the duties subscribed to her or her as specified in the section, and proof that the name and contact information for the new rental agent has been posted in the short-term rental property. Duties include serving as the 24-hour contact, posting contact information on STR property, receiving and accepting service of any notice of violation, and monitoring for compliance. Complaints submitted to Code Enforcement to be directed to STR agent and owner. STR agent is responsible for contacting the occupant to correct the problem.	Owner shall designate a local 24-hour contact who shall be at least 21 years old, respond within one hour to any complaints or violations, and receiving violation notices, and monitoring compliance. If the local contact person fails to comply, it is considered noncompliance by the owner.		Property owner must designate an STR agent. The owner can act as the STR agent or designate anyone over age 18. STR agents are responsible for being reasonably available to handle problems, appearing on the premises of any STR unit within 2 hours of notification from the city, receive and accept service of violation notices, and monitor the unit for compliance. If the agent changes, the owner must apply for a new STR certificate with the correct STR agent designated within 30 days of the change.			Property owner must designate an STR agent. The owner can act as the STR agent or designate anyone over age 18. STR agent is responsible for handling problems arising from STR unit and are expected to appear on the premises within 2 hours following notification from the city. To change a designated agent, the owner shall notify the director in writing of the new agent's identity and other information as required.
Enforecement Procedures	Non-compliance results in investigation, written notice, and intention to impose a penalty to the owner and/or STR agent by code enforcement. The Community Development agency keeps record of all code violation charges, founded accusations, and convictions related to an STR property.	Each day the STR is marketed or rented for overnight accommodation without the certificate constitute a separate violation. The suspension periods for violations may be mitigated by the board of commissioners upon presentation of evidence that the certificate holder established practices and procedures to event the violation. The property may be investigated whenever there is reason to believe the owner, occupant(s), or local contact have failed to comply. Certificate holder may appeal administrative denials, suspensions, or revocation to the board of commissioners. Revocations be appealed to Superior Court of Cherokee County within 30 calendar days of written notice of the board's decision.	No code enforcement provisions specific to STRs. See section 73-10 for enforcement standards.	The Development Services division notifies the owner of any code violations, maintains a record of all code violation charges, and revokes any pending certificates and rejects all applications for a subject premises if they receive three code violations within a period of 12 consecutive months. Code violations shall be issued to the STR owner or agent if the violation is caused by the owner and to the tenant if the violation is caused by a tenant. Revocation may be appealed to the city manager to be put on a mayor and council agenda.	An advertisement promoting the availability of property containing short-term rental units in violation of this chapter shall be prima facie evidence of a violation, and may be grounds for denial, suspension or revocation of a license.	Violation notices are received by the STR agent. Upon conviction of a violation, the STR certificate may be revoked and all applications for the subject premises may be rejected for 12 consecutive months. Applicants may submit appeals to the city clerk's office.	Failure of the agent to timely appear to two or more complaints within a one year period regarding violations may be grounds for penalties as set forth in this article. This is not intended to impose a duty on the short-term rental agent to act as a peace officer or otherwise require the agent to place himself or herself in a perilous situation.

Other Notable Provisions		STR properties must front on a county-maintained road with at least 50 ft of road frontage, or, if on a privately owned road, property owner must obtain written authorization from the road owner allowing county employees to access the property for enforcement purposes, including gate access where applicable. If the unit has an on-site septic system, a performance evaluation from the Health Dept must be done to verify suitability for the intended purpose and intensity of use (Sec. 18-383.e.7).	All STRs shall be owned and operated by someone having primary residence in Cobb County. All STRs shall register on a platform that collects hotel/motel tax as a condition of usage agreement (Ex. Airbnb, VRBO)		The dwelling unit, if it is a single-family house, townhouse or condominium, must be Owner-Occupied (as demonstrated by proof of Fulton County Homestead Exemption on property taxes). A maximum of one rental is allowed within any 24-hour period unless the property owner is present for the entire duration of the stay, in which case two separate rentals are permitted. For rentals of more than 2 units, see Sec 7.3.2.A. Group living - Boarding/rooming house.		
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HB 523

Preempt Local Control Regarding Short-Term Rentals

Background:

House Bill 523 (Rep. Kasey Carpenter) would preempt local control over most aspects of short-term property rentals (STRs), including overturning existing local regulations that have been developed by counties and cities through extensive public hearings to take into account the interests of all interested parties: the STR property owners, neighbors, and other businesses that operate in the lodging arena (bed & breakfasts, hotels, motels).

Talking Points:

In particular, HB 523 does the following:

- Prohibits local governments from adopting regulations that specifically apply to rental properties (short-term or long-term)
- Prohibits local governments from adopting any mechanism to register or track STR properties
- Only allows local governments to apply generic codes (noise ordinances, etc.) and prohibits regulations tailored to address the unique issues posed by STRs
- Defines a “residence” – which can be used for STR purposes – to include “any unit or group of units in a condominium, apartment building, cooperative, or timeshare” – meaning entire buildings/developments can be devoted to STR use without any local say

The Facts:

- This topic has been the subject of two General Assembly study committees (2015 and 2018), both of which recognized the complexity of the topic and differing local circumstances
- 1.1 million guests stayed in Georgia via Airbnb alone (2018)
- The number of STR properties grew nationally by 800% between 2011 and 2017

LOCAL GOVERNMENTS SHOULD RETAIN THE POWER TO ADDRESS STRS
DIFFERENTLY FROM OTHER HOUSING:

- Different communities have different concerns -- isolated cabins in Rabun County present different issues from large “party house” rentals in subdivisions on Lake Oconee or Lanier or along the coast. HB 523 would prohibit local solutions tailored to local problems.
- “Normal” code enforcement is not effective in the STR context:
 - Short-term renters may not always know (or care about) local rules, resulting in public safety risks, noise issues, trash, and parking problems for nearby residents.
 - Most local governments do not have 24-hour code enforcement personnel, while most STR problems/complaints occur in the evenings and weekends. Increasing personnel to respond to STR issues could not be charged to STR properties under HB 523; rather, that cost would fall on all taxpayers.
 - Issuing code citations for noise violations, etc. to short-term guests is ineffective. Those guests leave the state, and local governments do not have the resources to track down and pursue citations/fines against those guests.
 - These unique problems, coupled with limited enforcement mechanisms under HB 523, will increase tension or hostility between short-term landlords and their neighbors. Of course, with STRs increasingly being owned by absentee landlords as pure investments, those STR landlords have even less incentive to care about impacts on neighbors.
 - State preemptions (such as HB 523) preventing local governments from identifying STR properties will similarly prevent local governments from seeking to hold STR owners responsible for guest code violations.
- In addition to their constitutional authority over zoning and planning, counties and cities are required by state law to develop comprehensive plans addressing issues including “to ensure that residents of the state have access to adequate and affordable housing”. However, the preemptions of HB 523 directly conflict with this existing mandate:
 - Each residential property that becomes an STR decreases the supply of long-term housing options and thereby makes those other housing options less affordable. A 2020 study by the National Bureau of Economic Research shows that increases in STR listings directly result in higher rents for other neighborhood properties.
https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3006832
 - According to the National Association of Realtors, “[I]n some communities, short-term rentals are exacerbating efforts to ensure housing is affordable for the folks who live locally.... In fact, rental rates for long-term residents appear to be rising faster in neighborhoods where short-term rentals are most prevalent.”
<https://homeownershipmatters.realtor/issues/short-term-rentals-impact-neighborhood/>
2/14/20202/14/2020
- Large STRs – the party houses and entire “apartment buildings” as allowed by HB 523 – would effectively operate as mini-hotels, but without the many public safety and health requirements that traditional hotels and motels must follow.



Item Report

TO: The Honorable Mayor and City Council

FROM: LaMaya Edmonds, Business License Manager

DATE: September 30, 2024

TITLE: **Alcohol License: Amigos Food Mart**
 Consideration for approval of an Alcohol License for Beer, Wine, and Sunday Sales for OMSKY7893 INC d/b/a Amigos Food Mart located at 2851 Cobb Pkwy NW Kennesaw, GA 30152. Applicant: Sangitaben Patel

Summary:

The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. Current application, background check and fingerprint results are on file.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

100-0000-32-1900 Application Fee \$350.00

Attachments:

1. Amigos Food Mart_Redacted



Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

- ☐ Liquor
- ☒ Beer
- ☒ Wine
- ☐ Growler
- ☒ Sunday Sales

License Type (Choose one):

- ☐ Manufacturer
- ☐ Wholesaler
- ☒ Retail Package
- ☐ Retail Pouring

Type of Establishment (Choose one):

- | | |
|--|---|
| ☐ Restaurant | ☐ Bottle House |
| ☒ Night Club | ☒ Convenience Store |
| ☐ Grocery Store | ☐ Indoor Entertainment Hall |
| ☐ Lounge | ☐ Hotel/Motel |
| ☐ Private Club | ☐ Package Store |

Business Type (Choose one):

- ☒ Sole Proprietor
- ☒ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ LLP

Please fill out the below information:

1. Full name of business: OM SKY 7893 INC.
Doing Business As (DBA): AMIGOS FOOD MART
Anticipated start date of business: 08-01-2024
2. Business location: 2851 COBB PKWY NW Kennesaw
Email address: OM SKY 927@gmail.com ^{GA-30152}
Phone Number: 404-966-9934
Mailing address: 2851 COBB PKWY NW Kennesaw GA 30152
suit # 105
3. Do you have a certified survey of the location of the property? yes

Does the certified survey indicate that the business is within the designated distance of the following:

- | | | | |
|-------------------------------------|-----------------|------------------------------|--|
| a. Private residence | 300 feet radius | ☐ Yes | ☒ No |
| b. School or college | 600 feet radius | ☐ Yes | ☒ No |
| c. Church | 600 feet radius | ☐ Yes | ☒ No |
| d. Public building | 600 feet radius | ☐ Yes | ☒ No |
| e. Hospital | 600 feet radius | ☐ Yes | ☒ No |
| f. Public park | 600 feet radius | ☐ Yes | ☒ No |
| g. Day care center* | 600 feet radius | ☐ Yes | ☒ No |
| h. Alcohol or drug treatment center | 600 feet radius | ☐ Yes | ☒ No |

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

- | | | | |
|-------------------------------------|------------------|------------------------------|--|
| a. School or college | 300 feet radius | ☐ Yes | ☒ No |
| b. Retail Liquor Package | 1500 feet radius | ☐ Yes | ☒ No |
| c. Church | 300 feet radius | ☐ Yes | ☒ No |
| d. Day care center* | 300 feet radius | ☐ Yes | ☒ No |
| e. Alcohol or drug treatment center | 300 feet radius | ☐ Yes | ☒ No |

Package Sales Only (Beer or Wine):

- | | | | |
|-------------------------------------|-----------------|------------------------------|--|
| a. School or college | 300 feet radius | ☐ Yes | ☒ No |
| b. Alcohol or drug treatment center | 300 feet radius | ☐ Yes | ☒ No |

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

See Code Sections 6-1, 6-42 and 6-43 for distance measurement definition and limitations.

4. For Retail Pouring license, please indicate the following:

Number of pool tables:

Number of video game machines:

Size of dance floor:

Amount of cover charge:

Will the location have a DJ, and if so, number of times per week:

N/A

N/A

N/A

N/A

5. How many square feet are the following:

a. Dining area:

b. Bar area:

c. % of total dining space that is a bar area:

N/A

N/A

N/A

Is this location new construction or pre-existing? Pre existing

How is the proposed location zoned? HGB

This section is to be completed and signed by the City of Kennesaw Zoning staff:

Zoning verified by City of Kennesaw Zoning Division staff member 

If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.

If new establishment, parking verified by the Zoning Division staff member _____

If Partnership or LLP:

6. Partnership of LLP Name: 11/17

Partner/Member: 11/17
Position: 11/17
Email Address: 11/17
Phone Number: 11/17

Social Security #: 11/17
Date of Birth: 11/17
% of Ownership: 11/17

Home Address: 11/17
11/17

City: 11/17
State: 11/17
ZIP: 11/17

Partner/Member: 11/17
Position: 11/17
Email Address: 11/17
Phone Number: 11/17

Social Security #: 11/17
Date of Birth: 11/17
% of Ownership: 11/17

Home Address: 11/17
11/17

City: 11/17
State: 11/17
ZIP: 11/17

****Attach additional sheets if needed****

If Corporation or LLC:

7. Corporation or LLC Name: OMSKY 7893 INC

President/Member:	<u>SANGITABEN PATEL</u>	Social Security #:	<u>[REDACTED]</u>
Email Address:	<u>OMSKY927@Gmail.com</u>	Date of Birth:	<u>[REDACTED] 1974</u>
Phone Number:	<u>[REDACTED]</u>	% of Ownership:	<u>100%</u>
Home Address:	<u>1966 OXFORD CT.</u>	City:	<u>DALTON</u>
	<u>DALTON GA 30720</u>	State:	<u>GA</u>
		ZIP:	<u>30720</u>
VP/Member:	<u>NA</u>	Social Security #:	<u>NA</u>
Email Address:	<u>NA</u>	Date of Birth:	<u>NA</u>
Phone Number:	<u>NA</u>	% of Ownership:	<u>NA</u>
Home Address:	<u>NA</u>	City:	<u>NA</u>
	<u>NA</u>	State:	<u>NA</u>
		ZIP:	<u>NA</u>
Secretary/Member:	<u>NA</u>	Social Security #:	<u>NA</u>
Email Address:	<u>NA</u>	Date of Birth:	<u>NA</u>
Phone Number:	<u>NA</u>	% of Ownership:	<u>NA</u>
Home Address:	<u>NA</u>	City:	<u>NA</u>
	<u>NA</u>	State:	<u>NA</u>
		ZIP:	<u>NA</u>
Treasurer/Member:	<u>NA</u>	Social Security #:	<u>NA</u>
Email Address:	<u>NA</u>	Date of Birth:	<u>NA</u>
Phone Number:	<u>NA</u>	% of Ownership:	<u>NA</u>
Home Address:	<u>NA</u>	City:	<u>NA</u>
	<u>NA</u>	State:	<u>NA</u>
		ZIP:	<u>NA</u>

****Attach additional sheets if needed****

If the business listed in questions 6 or 7 is owned by another firm or corporation, provide the information requested in questions 8 and 9.

8. List corporate name, business name, and % of business owned by the corporation

Corporate Name	Business Name	% Owned
<u>OMSKY 7893 INC</u>	<u>AMIEFOODMART</u>	<u>100%</u>

9. List name, position, social security number, address, and % owned for each board member of the corporation listed in question 8.

Name	Position	SSN	Home Address	% Owned
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

10. Is the licensee or any owner listed in questions 6 – 9 currently holding an interest or ever been associated with any alcoholic beverage establishment? If yes, list below.

Licensee/Owner Name	Business Name	Address
<u>N/A</u>	<u>NO</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

11. List full name and other required information of relatives of the licensee or owners who have or have had any license or any financial or ownership interest in any alcoholic beverage business.

*Answer applies to question 10	Name/Relationship	Home Address	Business Name/Address
	<u>SANGEETABEN PATEL</u>	<u>1966 Oxford CT</u>	<u>KR 2022 INC</u>
		<u>Dalton</u>	<u>101 Camellia BLVD</u>
		<u>GA 30720</u>	<u>Marshallville GA 31057</u>

12. List the full name and address of the property owner on which the business is to be conducted.

Property Owner: MINBRO Kennesaw LLC C/O TSCG
 Address: 300 Galleria Pkwy 12th Floor Atlanta Ga 30339

13. State the total amount of capital funds to be invested in this business.

\$ [REDACTED]

14. State the amount of personal funds invested by the following:

Licensee/Owner \$ [REDACTED]
 Other Owners \$ N/A

15. If capital is borrowed, provide the following and attach a copy of the note (s) or evidence of indebtedness, with all attachments, to this application. NO

Name of Lender	Address	Amount	Date	Interest Rate
<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>
<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>NA</u>

16. Name the person (s) that will be the manager of this business and provide the following information.

Name	Address	Compensation
<u>Sangitaben Patel</u>	<u>1966 Oxford Ct, Dalton, Ga</u>	<u>[REDACTED]</u>

17. Provide the name and address of your CPA or accounting firm:

Name	Address
<u>Golden Dollar Consulting LLC</u> <u>Priti Patel</u>	<u>Priti Patel, 6455 Jimmy Carter Blvd</u> <u>Unit C Northcross Center 30071</u>

18. Has the *business or any business associated with this business* been cited, charged, indicted, have a pending charge or been convicted at any time for any violation of Georgia Law, Federal Law or any rule or regulation of the State revenue commissioner or any rule, regulation or ordinance of the City of Kennesaw, Cobb County or other governmental unit? Yes ☐ No ☒

If yes, give full details.

<u>NA</u>
<u>NA</u>
<u>NA</u>

19. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse been:

Arrested	☐ Yes ☒ No	Convicted	☐ Yes ☒ No
Detained	☐ Yes ☒ No	Indicted	☐ Yes ☒ No
Pled Guilty	☐ Yes ☒ No	Pled Nolo Contender	☐ Yes ☒ No
On Probation	☐ Yes ☒ No	Any Pending Criminal Charge	☐ Yes ☒ No

If you answered "YES" to any of these questions, list below in complete detail the name, dates, charges, places of arrest and disposition of charge (s). Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

20. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse ever had any interest in any business, ever been a licensee or ever been an officer in any business that was cited, had an employee of any business cited, detained, arrested, indicted or convicted for any offense by any federal, state, county or city government or has any business been warned or had any license placed on probation, denied, suspended or revoked by any federal, state, county or city government? Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

21. Indicate the type of alcohol awareness training and the number of hours of training that is required of owners and employees selling alcoholic beverages for the business. Also, indicate if training is required annually and the number of hours required.

22. What types of materials (written materials, signs, badges, etc.) are provided with the training of the employees?

23. Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia.

Yes ☒ No ☐

24. Are you aware that the sale of alcoholic beverages to an underage person (s) by you or your employees may result in the suspension or revocation of the alcoholic beverage license?

Yes ☒ No ☐

25. What procedures do you have in place to ensure that alcoholic beverages are not sold to underage person (s) or any other violation of the City of Kennesaw Code of Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation as their usage.

V-Card Sign in front of the Register and on Main entrance
door DONOT SALE TO 6

26. What technology, equipment and products have been or will be implemented in the location to ensure compliance with the City of Kennesaw, Cobb County and State Law? Examples include cash registers that require the date of birth to be entered, cameras, signs and calendars). Describe below:

cash registers with date of Birth POS system
cameras signs, calendars, coolers, condollas,
counter displays, Alarm system, lottery machine

27. Estimated gross receipts from this location for the remaining calendar year: \$ [REDACTED]

28. List occupations for the past ten years. Include dates of employment and positions.

From/To Month/Year	Company	City	State	Position/Salary Per Year
2017 to 2019	Shree Ram Krishna Inc	Chattanooga	TN	menagar
2019 to 2020	DES Province Inc	McDonough	GA	Cashier
2021 to 2024	PRAMUKH SHANTI LLC	Calhoun	GA	menagar
2015 to 2017	Siddhi Siddhi Inc	Stockbridge	GA	menagar

29. List previous residences of the licensee for the past ten years.

From/To Month/Year	Address	City	State
2012-18-2024	1966 Oxford Ct Dalton	Dalton	GA - 30726
2017 to 2019	619 Overude Dr. Chattanooga	Chattanooga	TN 37419
2015 to 2017	825 Coghill	McDonough	GA 30253
2019 to 2020	100 Woodlawn Park	McDonough	GA 30253

KENNESAW, GEORGIA
COBB COUNTY

I, Sangitaben Patel being duly sworn according to law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true and no false or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.

Patel Sangita R
Signature of Applicant

Signature of Spouse of Applicant

Sworn to and subscribed before me this
7th day of August, 2024

[Signature]

Notary Public

DIL GURUNG
NOTARY PUBLIC
DEKALB County
State of Georgia
My Comm. Expires 02/02/2027

Signature and title of person other than applicant filing out this application

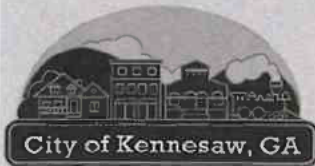
Phone Number

Application received in Kennesaw City Hall by:
[Signature]

Application to be heard by Mayor & Council

Date & Time: October 7, 2024 at 6:30 PM

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING



Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): SANGEETABEN PATEL
(Include maiden names and alias names if any)

2. Phone Numbers:

a. Business: 404-966-9934
b. Cell: [REDACTED]
c. Home: [REDACTED]

3. Home Address: 1966 OXFORD CT Dalton GA - 30720

4. Business Address: 2851 Cobb Pkwy NW Suite #105
Kennesaw GA - 30152



5. Please fill out the following:

Age: 50 Sex: F Height: 5 Color of Hair: BLACK
Race: ASIAN Weight: 139 Color of Eyes: Brown

6. Social Security #: [REDACTED]

7. Place of Birth: India (Jalasan) Date of Birth: [REDACTED] 1974

U.S. Citizen: [REDACTED] ☐ By Birth ☒ Naturalized

If a naturalized citizen, provide certificate #: [REDACTED]

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: [REDACTED]

and submit copy of I-551 card

Derived Parents Certificate #'s: N/A

Date & Port of Entry: N/A

8. How long have you resided in the City of Kennesaw or Cobb County? N/A

9. Number of years at this present address? 7 month

10. Are you (Choose one): ☐ Single ☐ Married ☐ Widowed ☒ Divorced

11. If married, complete the following information on spouse.

Full Name of Spouse: N/A

Social Security #: N/A

Place of Birth: N/A

Place of Marriage: N/A

Spouse's Maiden Name: N/A

Date of Birth: N/A

Date of Marriage: N/A

Name of spouse's employer: NA
 Address of employer: NA
 U.S. Citizen: IVA ☐ By Birth ☐ Naturalized
 If a naturalized citizen, provide certificate #: NA
 and submit original naturalization certificate or U. S. Passport
 If a legal permanent resident, provide alien registration #: NA
 and submit copy of I-551 card
 Derived Parents Certificate #'s: IVA
 Date & Port of Entry: NA

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Priyansi Patel	1966 Oxford Ct Dalton GA 30720		India (Surat)

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	Govindabhai	28, Girdhardwar society section-3
	Amthabhai Patel	new bread liner circle pin-395017, surat
Siblings:	Amthabhai	Surat - India
In-Laws:	IVA	IVA

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details: NO

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each. NO

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
1990		2000	Wadiya Womans	Athwalines	Surat	Gujarat	bechelors of
				Athwa Gate		(India)	arts.



Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: SANGETHA PATEL
Social Security #: [REDACTED]
Residence Address: 1966 OXFORD CT
City/State/Zip: DALTON GA 30720
Residence Phone: [REDACTED]

Date of Birth: [REDACTED] - 1974
Name of Spouse: —
Business/Organization: —
Business Phone: 404-969-9934
Partner/Officer in any other business? ☒ Yes ☐ No

Assets

Cash on hand in banks
Accounts Receivable
Stocks & Bonds
Real Estate
Cash value of Life Insurance
Automobiles
Deposit Accounts
Credit w/ Financial Institutions
Other Assets (Itemize)

Total Assets

Liabilities

Notes payable to banks - Secured
Notes payable to banks - Unsecured
Accounts Payable
Unpaid Taxes
Mortgage on Real Estate
Other Debts (itemize)
Total Liabilities
Net Worth

Total Liabilities & Net Worth

Source of Annual Income Manager Gas Station
Bonus & Commissions [REDACTED]
Alimony, Child Support, or Separate Income
Itemize all loan sources & Interest
Other Income (Itemize)
Total Income

Salary [REDACTED]
Dividends [REDACTED]

Unsatisfied judgments or lawsuits pending? ☐ Yes ☒ No
Are any income tax returns made by you for prior years being contested? ☐ Yes ☒ No
If so, what do you estimate as the additional amount you may be required to pay?
Are any assets pledged or joint names other than as described above? ☐ Yes ☒ No
Have you ever been declared bankrupt? ☐ Yes ☒ No
Do you have a will? ☐ Yes ☒ No
Who is named as your executor? Beneficiary: NA
Executor: NA

As of 9-11-2024



City of Kennesaw

Alcohol License

Permit No.

A-161

Renewal? Yes or No

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby authorize City of Kennesaw to conduct an inquiry for the purpose listed below and receive any Georgia and/or national criminal history record information as authorized by the state and federal law. City Ordinance 22-121 Solicitation Licensing.

Full Name (print)	SANGEETABEN PATEL		
Address	1966 OXFORD CT DALTON GA 30720		
Sex	Race	Date of Birth	Social Security Number
F	Asian	1974	

☒ This authorization is valid for 364 days from date of signature.

Purpose Code Used: (check one)

NON-CRIMINAL JUSTICE PURPOSES	
☒	A- Alcohol License
☐	B- Bail Bonds
☐	E- Adult Entertainment
☐	M- Massage Therapy
☐	P- Pawn & Precious Metal
☐	S- Solicitation Permit

The inquiry resulted in the following: (check all that apply)

☒	No Criminal Record Available
☐	Criminal Record (Attached/Released)
☒	No NCIC/GCIC Warrant
☐	Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: NA

Wanting Agency Telephone: NA

Have you ever been **arrested, charged and/or convicted** of a crime in this Country or any other Country for any offense in the last five (5) years? Yes ☐ No ☒

If yes, please list:

Note: Please list all arrests within the last five years regardless of the disposition of the case

Offense/Charge	Arresting Agency	Date	Disposition
NA	NA	NA	NA
NA	NA	NA	NA

Are you **currently** on probation or parole for a drug or alcohol offense? Yes ☐ No ☒

I have received and read a copy of the Kennesaw Ordinance pertaining to obtaining a solicitation permit.
Yes ☒ No ☐

I hereby certify that all information given by me on this application is complete and true to the best of my knowledge. I further understand that **any falsification or intentional omission of requested information will result in denial of my application for a solicitation license.**

Signature of Applicant

Robert Sengstacker D.

For Department Use Only:

GCIC Operator #: **cm**

Reviewed by Chief of Police or designee

Reviewed by Business License Clerk or designee:

Approved ☒ Denied ☐

yes *Phil A. A.*

City Signature

**No History
Georgia Only**
1529 9.19.24 cm

Applicant Privacy Rights Notification Policy
Non-Criminal Justice
Standard Operating Procedure

Applicant Notification Policy for information derived from the Georgia Crime Information Center (GCIC) Criminal Justice Information System (CJIS) network.

The City of Kennesaw Business License Division licenses privilege licenses (alcohol, massage, precious metal, pawn, bail bondsmen, adult entertainment) and as a part of the process conducts fingerprint based background checks through the Georgia Crime Information Center. Prior to fingerprinting, each individual must complete an application and receive a copy of both the Applicant Privacy Rights and the Privacy Act Statement. The City of Kennesaw Business License Division provides the applicant with the privacy rights as part of the application packet and as a poster near the live scan machine.

Once the applicant has read the Applicant Privacy Rights and the Privacy Act Statement, the applicant will sign the Applicant Privacy Rights Notification Signature Form stating the notification was received.

The City of Kennesaw Business License Division will maintain the signed document with the applicant's fingerprints for at least the duration of the audit cycle, which is no less than three years.

Record Challenge/Correction

If an applicant chooses to challenge the accuracy of the criminal history record or needs to correct or update a record, they will be given thirty (30) days to do so. The applicant will be notified that the procedures for challenging an FBI record are set forth in 28 CFR 16.30 through 16.34 and the procedures for challenging a Georgia record can be found on the GBI website.

The applicant will be given a copy of the fingerprint-based criminal history record if a challenge or correction is pursued, otherwise the applicant will not be provided a copy of the record.

The City of Kennesaw Business License Division is not authorized to release the name-based criminal history record.

Appeal Process

The applicant is provided an opportunity to appeal an adverse decision that was based on the criminal history record information provided from the fingerprint-based background check. The procedures for the appeal process are as follows:

- Applicant must submit a request in writing to the Business License Manager stating the reason the adverse decision should be reviewed. The request should include the applicant's name, date of notification of adverse decision, and an explanation of why the decision should be overturned.
- The Business License Manager will provide the written request to the Finance Director. The Finance Director will review the appeal and the applicant will be notified within ten (10) days of the decision regarding the license application.

Applicant Privacy Rights
Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the [FBI website](#).

Patel Sangita R

Signature

Sangitaben Patel

Print Name

8-8-2024

Date

GEORGIA
DRIVER'S LICENSE

LIMITED-TERM
DRIVER'S LICENSE

DL 

Governor: *B. Perdue*

4d DL NO. [REDACTED] 3 DOB [REDACTED] 1974
9 CLASS C 4b EXP [REDACTED] 2027

2 SANGITABEN R
1 PATEL

6 1966 OXFORD CT
DALTON, GA 30720-7170
WHITFIELD

12 RSEX B
8a END NONE
4c ISS 01/16/2024
15 SEX F 16 EYES BRO
16 HGT 5'-01" 17 WGT 135 lb

Commissioner: *James L. Moore*

AK Sangita K

5 00 551584675880020000

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

OM SKY 7893 INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **07/21/2024** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **07/23/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 7/21/2024 12:51:52 PM

BUSINESS INFORMATION

CONTROL NUMBER	24139501
BUSINESS NAME	OM SKY 7893 INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	07/21/2024
SHARES	1000

PRINCIPAL OFFICE ADDRESS

ADDRESS	2851 COBB PKWY NW, KENNESAW, GA, 30152, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
SANGITABEN PATEL	1966 OXFORD CT, DALTON, GA, 30720, USA	Whitfield

INCORPORATOR(S)

NAME	TITLE	ADDRESS
SANGITABEN PATEL	INCORPORATOR	1966 OXFORD CT, DALTON, GA, 30720, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	SANGITABEN PATEL
AUTHORIZER TITLE	Incorporator

UNITED STATES OF AMERICA
PERMANENT RESIDENT

PATEL **SANGITABEN R** **08 12 20**

Surname
PATEL

Given Name
SANGITABEN R

U.S.C.I.S.#
[REDACTED]

Category
SU6

Country of Birth
India

Date of Birth
[REDACTED] **1974**

Sex
F

Card Expires: **08/12/30**

Resident Since: **08/12/20**



FORM I-551
Rev (02-2016)

63455975



83

If found, drop in any US Mailbox. USPS: Mail to USCIS, 7 Product Way, Lees Summit, MO 64002



Date of this notice: 07-23-2024

Employer Identification Number:
99-4104786

Form: SS-4

Number of this notice: CP 575 A

OM SKY 7893 INC
AMIGOS FOOD MART
2851 COBB PKWY NW
KENNESAW, GA 30152

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4104786. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is OMSK. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Training Institute for Responsible Vendors, Inc.

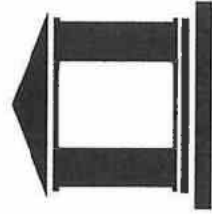
certifies that

Sangitaben Patel

has successfully completed training in our RASS Workshop thus
entitling them to all the rights and privileges appertaining thereto .

In witness thereof the undersigned have affixed their names
this 19th day of September, 2024

Seal



President

**Under 21
No Tobacco
No Vapor**

**We
Card**

LAW PROHIBITS THE SALE OF TOBACCO TO PEOPLE UNDER 21

TM

Please Have ID Ready

NOTICE

**NO ALCOHOL
WILL BE SERVED TO
PATRONS UNDER
21 YEARS OF AGE**

**NO ALCOHOL
SALES TO MINORS
OR PERSONS
WHO LOOK
INTOXICATED**

BASIC LEASE TERMS

LANDLORD: Minbro Kennesaw, LLC
 TENANT: Sangitaben R. Patel D/B/A Convenience Store
 DEMISED PREMISES: 2851 Cobb Parkway NW Kennesaw, GA 30152 Suits 105
 LENGTH OF LEASE TERM: 5 Years
 RENTAL COMMENCEMENT DATE: October 1, 2024
 LEASE COMMENCEMENT DATE: August 1, 2024
 FREE RENT: August 1, 2024 thru September 30, 2024
 EXPIRATION DATE: September 30, 2029
 FIXED MINIMUM RENT:

Tenant Initial

S.R.

Landlord Initial

[Signature]

APPROVED
 By Ari Minkowicz at 10:54 am, Jul 19, 2024

2024

LEASE YEAR(S)	ANNUAL AMOUNT	CTI	MONTHLY INSTALLMENTS
August 1, 2024 – September 30, 2024			
October 1, 2024			Prepaid
October 1, 2024 – October 31 2024		psf	
2	3% Annual Increase	Adjusted annually	Adjusted Increase
3	3% Annual Increase	Adjusted annually	Adjusted Increase
4	3% Annual Increase		Adjusted Increase
5	3% Annual Increase		Adjusted Increase

2-5 years

CTI is estimated and will be adjusted annually.

PERCENTAGE RENT: N/A

SECURITY DEPOSIT:

FRIST MONTH'S PER PAID RENT & CAM:

PERMITTED USE: Convenience Store

LEASE INDEX

ARTICLE

1. Demised Premises
2. Term of Lease
3. Rental Commencement Date
4. Fixed Minimum Rent
5. Percentage Rent
6. Termination by Landlord for Insufficient Rent
7. Gross Sales; Reporting and Payment of Percentage Rent
8. Additional Rent
9. Taxes
10. Late Charges and Survival
11. Utilities
12. Shopping Center Operating Costs
13. Tenant's Records
14. Financing
15. Control of Common Areas by Landlord
16. License to Common Areas
17. Assignment and Subletting
18. Security Deposit
19. Operation of Business
20. Use of Demised Premises
21. Tenant's Fixtures and Alterations

22. Tenant's Sign
23. Landlord's Construction Obligation
24. Laws, Waste and Nuisance
25. Repairs by Landlord
26. Repairs and Maintenance by Tenant
27. Mechanic's Liens
28. Indemnity
29. Insurance Required of Tenant
30. Insurance Required of Landlord
31. Waiver
32. Increase in Insurance Premiums
33. Destruction
34. Condemnation
35. Default
36. Access to Demised Premises
37. Attornment
38. Quiet Enjoyment
39. Force Majeure
40. End of Term
41. Holding Over
42. No Waiver
43. Notices
44. Recording
45. Partial Invalidity
46. Broker's Commissions
47. Successors
48. Subordination
49. Rules and Regulations
50. Entire Agreement, Etc.
51. Limitation of Liability
52. Estoppel Certificate
53. Attorney-in-Fact
54. Merchant's Association
55. Landlord and Tenant
56. Rider
57. Submission of Lease
58. Restriction on Hazardous Substances
59. Requirements upon Completion
60. Security Interest

EXHIBITS

- | | |
|-----|--|
| "A" | Drawing of Shopping Center |
| "B" | Landlord's Construction / Tenant's Work Letter |
| "C" | Requirements for Tenant's Sign |
| "D" | Rules and Regulations |
| "E" | Special Stipulations |
| "F" | Legal Description |
| "G" | Disclosure Statement |
| "H" | Personal Guaranty |
| "I" | Lease Commencement Date Agreement |
| "J" | Additional Rent Estimates |
| "K" | BRRETA Form |

SHOPPING CENTER LEASE AGREEMENT

THIS SHOPPING CENTER LEASE AGREEMENT (hereinafter referred to as this "Lease") is entered into this 1st day of August, 2024, by and between **Minbro Kennesaw, LLC**, whose address for the purposes hereof is **Minbro Kennesaw, LLC C/O The Shopping Center Group 300 Galleria Parkway 12th Floor Atlanta, GA 30339** (hereinafter referred to as "Landlord"), and **Sangitaben R. Patel** whose address for the purposes hereof is **2851 Cobb Parkway Suite 105 Kennesaw GA 30152** (hereinafter referred to as "Tenant").

1. **DEMISED PREMISES:** In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises (hereinafter referred to as the "Demised Premises") now erected or hereafter to be erected in the **Kings Crossing Shopping Center (hereinafter referred to as "Shopping Center")**, in **Kennesaw (City), Cobb (County), Georgia (State)**, which premises consist of a store having a frontage of approximately **20 feet**, as measured from center of partition to center of partition (except that in the event the Demised Premises is an end store, measurement shall include full width of the end wall) and a depth of feet (outside dimensions), creating a total gross leasable area of approximately **1,200 square feet**. The boundaries and location of the Demised Premises are depicted on a drawing of the Shopping Center, which is attached hereto and made a part hereof and marked **Exhibit "A"**. Said **Exhibit "A"** sets forth the general layout of the Shopping Center and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that said Shopping Center is or will be constructed or remain exactly as indicated on said drawing. Provided that reasonable access to the Demised Premises and the parking facilities in the Shopping Center are not materially and adversely reduced or impaired, Landlord may increase, reduce or change the number, dimensions or location of the walkways, buildings and parking areas from time to time contained in the Shopping Center in any manner whatsoever as Landlord shall deem proper, and Landlord reserves the right to make alterations or additions to, or to build additional stories on the building in which the Demised Premises are contained and to add or remove or modify buildings adjoining the same or elsewhere in the Shopping Center.

This Lease does not grant any legal rights to "light and air" outside the Demised Premises nor any particular view visible from the Demised Premises, nor any easements, licenses or other interest unless expressly contained in this Lease. It is expressly agreed that under this Lease Tenant shall be granted a usufruct only in the Demised Premises, and not a leasehold or other estate in land, and that Tenant's interest hereunder is not subject to levy, execution and sale and, except as otherwise expressly provided herein, is not assignable except with Landlord's prior written consent.

2. **TERM OF LEASE:** The term of this Lease (hereinafter referred to as the "Lease Term") shall commence on the "Rental Commencement Date" hereinafter described and, unless sooner terminated or extended as hereinafter provided, shall terminate on the day of the **September 30, (2029)** "lease year" (as that term is hereinafter defined).

3. **RENTAL COMMENCEMENT DATE:** The Demised Premises shall be deemed to be "ready for occupancy" when Landlord shall have substantially completed the work described on **Exhibit "B"** attached hereto and by reference made a part hereof. The term "Rental Commencement Date" shall mean the date **October 1, 2024**. Tenant agrees to open for business on the Rental Commencement Date, and, by opening for business, Tenant shall be deemed to have accepted the Demised Premises, to have acknowledged that the same are in the condition called for hereunder, and to have agreed that the obligations of the Landlord imposed under this Lease have been fully performed. On the Rental Commencement Date, or as soon thereafter as Landlord may request, Tenant shall execute a written instrument specifying and acknowledging the Rental Commencement Date and the expiration of the Lease Term.

4. **FIXED MINIMUM RENT:** Tenant agrees to pay to Landlord fixed minimum rent in the amounts and in the manner set forth below:

(a) The term "lease year", as used herein, means the first full twelve (12) calendar month period contained within the Lease Term, and each successive twelve (12) calendar month period thereafter, and the first lease year shall also include any partial calendar month at the beginning of the Lease Term.

(b) Fixed minimum rent for any partial calendar month at the beginning of the Lease Term, or otherwise contained in the Lease Term, shall be prorated.

(c) Tenant shall pay the fixed minimum rent in monthly installments, in advance, on the Rental Commencement Date and on the first (1st) day of each calendar month thereafter contained in the Lease Term, at the address of Landlord set forth above or at such other address or to such other party as may be designated by Landlord, without any prior demand therefor and without any deduction or set-off whatsoever.

(d) The fixed minimum rent payable hereunder during the Lease Term (including any extension thereof provided for herein) is agreed to be:

<u>Lease Year(s)</u>	<u>Annual Amount</u>	<u>Monthly Installments</u>
<u>1</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u>2&5</u>	<u>3% Annual Increase per year.</u>	<u>[REDACTED]</u>
<u>CAM</u>	<u>[REDACTED] (Fixed 1st year)</u>	<u>[REDACTED] (Fixed 1st year, adjusted</u>

annual years 2 -5.)

5. ~~PERCENTAGE RENT:~~ Tenant agrees to pay to Landlord, in addition to the fixed minimum rent and all other sums specified herein and as part of the total rent to be paid, percentage rent in the amounts and in the manner set forth below:

(a) Tenant shall pay to Landlord, as percentage rent, for each calendar year or part thereof contained within the Lease Term, a sum equal to the amount, if any, by which _____ percent (____) of the "gross sales" (as that term is hereinafter defined) exceeds the fixed minimum rent payable hereunder with respect to such period.

(b) Each such calendar year or part thereof shall be considered as an independent accounting period for the purpose of computing the percentage rent, if any, payable hereunder; and the amount of gross sales for any one such period shall not be carried over into any other such period.

(c) Within sixty (60) days after the end of each calendar year or part thereof which is entirely or partially contained within the Lease Term, and within sixty (60) days after the end of the Lease Term, Tenant shall deliver to Landlord a written statement, certified by a certified public accountant or Tenant's chief financial officer as hereinafter set forth, showing the total gross sales for the applicable period, together with payment to Landlord, of the percentage rent described above in this paragraph.

6. **TERMINATION BY LANDLORD FOR INSUFFICIENT RENT:** If the aggregate of the fixed minimum rent and the percentage rent paid by Tenant to Landlord, with respect to any calendar year fully contained within the Lease Term, shall be less than one hundred percent, Landlord may, at its sole option, exercised by written notice to Tenant delivered to Tenant on or before ninety (90) days after the end of the calendar year in question, terminate this Lease effective as of a date not less than sixty (60) days following receipt by Tenant of such notice of exercise by Landlord; provided, however, that such termination by Landlord shall be ineffective if Tenant, within thirty (30) days after receipt of Landlord's notice, shall pay to Landlord the amount of such rent deficiency and shall execute an instrument, in form and content reasonably acceptable to Landlord, modifying this Lease so as to increase the fixed minimum rent thereafter payable hereunder to one hundred percent (100%) of the fixed minimum rent otherwise payable hereunder; and provided further, however, that such termination by Landlord shall be ineffective unless any first mortgage of Landlord which is the holder of a security deed, mortgage, or like instrument encumbering the Shopping Center shall in writing consent to such termination by Landlord.

~~7. GROSS SALES REPORTING AND PAYMENT OF PERCENTAGE RENT:~~

(a) The term "gross sales" is hereby defined to mean the dollar aggregate of all sales of Tenant and all licensees, concessionaires and tenants of Tenant, from all business conducted upon or from the Demised Premises by Tenant and all others, and whether such sales be evidenced by check, credit charge account, exchange or otherwise, and shall include, but not be limited to the amounts received from the sale of goods, wares and merchandise and for services performed on or at the Demised Premises, together with the amount of all orders taken or received at the Demised Premises or sales completed by delivery at the Demised Premises, whether such

orders be filled from the Demised Premises or elsewhere, and whether such sales be made by means of mechanical or other vending devices in the Demised Premises. If any one or more departments or other divisions of Tenant's business shall be sublet by Tenant or conducted by any person, firm or corporation other than Tenant, then there shall be included in gross sales for the purpose of fixing the percentage rent payable hereunder all the gross sales of such departments or divisions, whether such sales be made at the Demised Premises or elsewhere, in the same manner and with the same effect as if the business or sales of such departments and divisions of Tenant's business had been conducted by Tenant itself. Gross sales shall not include sales of merchandise for which cash has been refunded or allowances made on merchandise claimed to be defective or unsatisfactory, to the extent of such refunds or allowances. There shall be deducted from gross sales the sales price of merchandise returned by customers for exchange, provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Gross sales shall not include the exchange of merchandise with other stores of Tenant if such exchange is made for convenience and not for the purpose of consummating a sale which otherwise would have been included in gross sales. Gross sales shall not include the amount of any sales, use or gross receipts tax imposed by any federal, state, municipal, or governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and paid by the Tenant to such governmental authority. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from gross sales in any event whatever. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the calendar year during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore. No deductions shall be allowed for uncollected or uncollectible installment or credit accounts.

(b) Tenant shall submit to Landlord on or before the fifteenth (15th) day following the end of each calendar month during the Lease Term a written statement signed by Tenant, and certified by it to be true, correct, and complete, showing in reasonably accurate detail the amount of gross sales for such month. Tenant shall submit to Landlord on or before the sixtieth (60th) day following the end of each calendar year during the Lease Term (and on or before the sixtieth (60th) day following the end of the Lease Term), a written statement signed by Tenant's certified public accountant and certified by it to be true, correct, and complete, showing in reasonably accurate detail satisfactory in scope to Landlord the amount of gross sales during the preceding calendar year (or other period to which such statement relates), which statement shall be duly certified by an independent and reputable certified public accountant, which accountant's certification shall be satisfactory in scope and substance to Landlord. The statements referred to herein shall be in such form and style and contain such details and breakdowns as Landlord may reasonably require.

(c) The acceptance by Landlord of payments of percentage rent shall be without prejudice to the right of Landlord to an examination of Tenant's books and records of its gross sales and inventories of merchandise at the Demised Premises, in order to verify or determine the amount of gross sales. At its option, Landlord may cause, at any reasonable time upon not less than forty-eight (48) hours prior written notice to Tenant, a complete audit to be made of Tenant's business books and records relating to the Demised Premises, and Tenant shall make all such books and records available for said audit at the Demised Premises. If the results of any such audit show that Tenant's statement of gross sales for any period has been understated by three percent (3%) or more, then Tenant shall pay Landlord the cost of such audit in addition to any deficiency payment of percentage rent required. A report of the findings of Landlord's accountant shall be binding and conclusive upon Landlord and Tenant. The furnishing by Tenant of any statement of gross sales which understates the amount thereof by five percent (5%) or more shall constitute a material breach by Tenant of this Lease.

(d) All payments required to be paid and all reports required to be rendered by Tenant to Landlord shall be delivered to Landlord without any prior demand for the same.

(e) Tenant agrees to prepare and keep on the Demised Premises, for a period of not less than three (3) years following the end of each calendar year or part thereof contained in the Lease Term, adequate records for each such calendar year which shall show inventories and receipts of merchandise at the Demised Premises, and daily receipts from all sales and other transactions included within gross sales. Tenant further agrees to keep on the Demised Premises for at least three (3) years following the end of each such calendar year the gross income, sales, and occupation tax returns with respect to each such calendar year, and all pertinent original sales records. Pertinent original sales records shall include: cash register tapes, including tapes from temporary registers; serially numbered sales slips; the originals of all mail orders at and to the Demised Premises; the original records of all telephone

~~orders at and to the Demised Premises; settlement report sheets of transactions with subtenants, concessionaires, and licensees; the original records showing that merchandise returned by customers was purchased at the Demised Premises by such customers; memorandum receipts or other records of merchandise taken out on approval; such other sales records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Tenant's sales; and the original sales records specified above for each and every subtenant, concessionaire, or licensee of Tenant. Landlord and Landlord's authorized representatives shall have the right to examine the aforesaid records of Tenant during regular business hours.~~

8. ~~ADDITIONAL RENT:~~ In addition to the foregoing fixed minimum rent and ~~percentage rent~~, all other payments to be made by Tenant to Landlord shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such, and unless otherwise specified shall be due and payable, without any deduction or set-off whatsoever, on demand or together with the next succeeding installment of fixed minimum rent, whichever shall first occur, and Landlord shall have, without limitation, the same remedies for failure to pay any such additional rent as for a non-payment of fixed minimum rent. All fixed minimum rent, ~~percentage rent~~ and all other payments to be made by Tenant to Landlord is hereinafter referred to as "Rent".

9. ~~TAXES:~~ With respect to all real property and ad valorem taxes, including but not limited to extraordinary and/or special assessments, which may be levied or assessed by any lawful authority against the land and buildings comprising the Shopping Center (the same being hereinafter collectively referred to as the "taxes and assessments"):

(a) Tenant agrees to pay to Landlord as additional rent its proportionate share (as hereinafter defined) of all such taxes and assessments for each calendar year during the Lease Term. Tenant's proportionate share shall be equal to that portion of such taxes and assessments that the number of square feet in the Demised Premises bears to the total number of leased and occupied floor area in the Shopping Center (the "Floor Area"). Excluded from the Floor Area shall be any tenant in the Shopping Center who pays for its own maintenance or pays for maintenance under a separate agreement. Should the State in which the Shopping Center is located or any political subdivision thereof or any governmental authority having jurisdiction over the Shopping Center impose a tax and/or assessment (other than an income or franchise tax) either upon or against the rentals payable by tenants in the Shopping Center to Landlord or upon or against the business of renting land or buildings, either by way of substitution for such taxes and assessments, or in addition thereto, such tax and/or assessment shall be included in computing the taxes and assessments against the Shopping Center for the purposes of this article.

(b) Tenant's proportionate share of all such taxes and assessments during the Lease Term shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord; provided, that in the event Landlord is required under any security deed, mortgage or like instrument encumbering the Shopping Center to escrow real estate taxes, Landlord may, but shall not be obligated to, use the amount required to be so escrowed as a basis for its estimate of the monthly installments due from Tenant hereunder. Upon receipt of all tax bills and assessment bills attributable to any calendar year during the Lease Term, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of such taxes and assessments for such year. If the total amount paid by Tenant under this section for any calendar year during the Lease Term shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited to the next due installment of fixed minimum rent by Landlord to Tenant. All amounts due hereunder shall be payable to Landlord at the place where the fixed minimum rent is payable. For the calendar years in which this Lease commences and terminates, the provisions of this section shall apply, and Tenant's liability for its proportionate share of such taxes and assessments for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during the Lease Term. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of such taxes and assessments assessed or levied against the property to which such bill relates. Prior to or at the commencement of the Lease Term and from time to time thereafter throughout the Lease Term, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

(c) Tenant shall also pay to the appropriate governmental authority, as and when due, any taxes imposed on the inventory, fixtures and equipment of Tenant, and shall not suffer or permit any tax lien or similar lien to attach thereto.

10. **LATE CHARGES AND SURVIVAL:** If Tenant shall fail to pay, as and when the same is due and payable, any fixed minimum rent, percentage rent, additional rent, or other sums due to Landlord hereunder, then Landlord may at its option charge and collect, and Tenant agrees to pay upon demand by Landlord, a late charge of [REDACTED], not as a penalty but in liquidation of the damages incurred by Landlord by reason of Landlord's administrative expenses incurred by such failure (actual damages being difficult or impossible to determine); and payment of such late charge on demand shall be a condition precedent to the remedying of any such failure by Tenant. In addition, all past due amounts shall accrue interest at a rate of One and One-Half Percent (1.5%) per month from the time such amount was originally due until the time such amount is paid in full. The provisions of this Lease with respect to any obligation of Tenant to pay any sums to Landlord or to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

11. **UTILITIES:** Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed by Tenant at Tenant's expense and only after receipt by Tenant of the Landlord's approval in writing of the plans and specifications therefore. Tenant shall pay, as and when due, all charges for the use or consumption of sanitary sewer, water, gas, electric, or other utility services, provided to the Demised Premises. Should any such utility service not be separately metered to the Demised Premises, then Tenant shall pay its proportionate share of the total charges billed to Landlord for such service, without any deduction or set-off whatsoever, upon demand of Landlord or together with the next succeeding installment of fixed minimum rent, whichever shall first occur. Tenant's proportionate share of such total charges shall be the amount determined by multiplying such total charges by a fraction, the numerator of which is the number of square feet in the Demised Premises, and the denominator of which is the total number of square feet of constructed floor area in the improvements to which the bill for such charges relates.

12. **SHOPPING CENTER OPERATING COSTS:** On and after the Rental Commencement Date, Tenant agrees to pay to Landlord, in monthly installments, in advance, Tenant's proportionate share of the annual "Shopping Center Operating Costs" (as that term is hereinafter defined), in addition to and together with each monthly installment of fixed minimum rent, as further additional rent, in the amounts and in the manner set forth below:

(a) The term "Common Areas" as used herein means those areas of the Shopping Center from time to time provided by Landlord for the common or joint use and benefit of all tenants of the Shopping Center, their employees, agents, customers and other invitees, including, without limitation, all parking areas, access roads, driveways, loading docks, stairs, sidewalks, signs advertising the Shopping Center, and landscaped areas.

(b) The term "Shopping Center Operating Costs" as used herein means the cost of the insurance on the Shopping Center required of Landlord hereunder, plus the total cost and expense incurred by Landlord in operating, managing, equipping, lighting, repairing, replacing and maintaining the Common Areas all of (including, without limitation, if and to the extent a part of the Common Areas, gardening and landscaping, storm drainage systems and other utility systems, sprinkler systems, fire protection and security alarm systems and equipment, traffic control equipment, heating and air-conditioning, the cost of public liability and property damage insurance, management fees, repairs, line painting, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, depreciation on or rentals of machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking and traffic flow, and to police the Common Areas), plus the total cost and expense incurred by Landlord in maintaining and repairing the buildings in the Shopping Center (including all repairs required of Landlord under SECTION 24 of this Lease, excepting and excluding, however, any expenses incurred by Landlord but reimbursed to Landlord by way of insurance coverage or contractor warranties and the like), plus fifteen (15%) percent of all of the foregoing costs to cover Landlord's administrative and overhead costs.

(c) Tenant's proportionate share of the annual Shopping Center Operating Costs shall be an amount determined by multiplying the actual annual Shopping Center Operating Costs by a fraction, the numerator of which is the number of square feet in the Demised Premises and the denominator of which is the Floor Area in the Shopping Center.

(d) The additional rent provided for in this Article shall be estimated in advance by Landlord and shall be computed on an annual basis, and such estimates shall be paid monthly in monthly installments in advance by Tenant together with the fixed minimum rent, without any deduction or set-off whatsoever. Such additional rent shall be held by Landlord for the payment of the Shopping Center Operating Costs. Tenant shall pay to Landlord on demand the amount, if any, equal to the difference between Tenant's proportionate share of the actual Shopping Center Operating Costs and the estimated Shopping Center Operating Costs. The balance, if any, of such additional rent remaining after the payment of the actual Shopping Center Operating Costs shall be held by Landlord and applied to the next monthly payment of such additional rent. Tenant shall not be entitled to receive interest on any such additional rent.

13. **TENANT'S RECORDS:** Tenant agrees to prepare and keep on the Demised Premises, for a period of not less than three (3) years following the end of each calendar year or part thereof contained in the Lease Term, adequate records for each such calendar year which shall show inventories and receipts of merchandise at the Demised Premises, and daily receipts from all sales and other transactions included within gross sales. Tenant further agrees to keep on the Demised Premises for at least three (3) years following the end of each such calendar year the gross income, sales and occupation tax returns with respect to each such calendar year, and all pertinent original sales records. Pertinent original sales records shall include: cash register tapes, including tapes from temporary registers; serially numbered sales slips; the originals of all mail orders at and to the Demised Premises; the original records of all telephone orders at and to the Demised Premises; settlement report sheets of transactions with subtenants, concessionaires, and licensees; the original records showing that merchandise returned by customers was purchased at the Demised Premises by such customers; memorandum receipts or other records of merchandise taken out on approval; such other sales records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Tenant's sales; and the original sales records specified above for each and every subtenant, concessionaire, or licensee of Tenant. Landlord and Landlord's authorized representatives shall have the right to examine the aforesaid records of Tenant during regular business hours.

14. **FINANCING:** If the Demised Premises are not constructed on the date hereof, the Landlord shall not be obligated to proceed with the construction of the Demised Premises unless and until financing acceptable to Landlord is obtained. Landlord agrees to exercise reasonable, good faith efforts to obtain such financing. Should such financing not be obtained within six (6) months after the date hereof, Landlord may so notify Tenant in writing, and this Lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder. Tenant shall agree to any reasonable modifications of this Lease that Landlord's lender shall request, so long as such do not materially increase Tenant's obligations or materially decrease Tenant's rights hereunder.

15. **CONTROL OF COMMON AREAS BY LANDLORD:** All Common Areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify, and enforce rules and regulations with respect to all Common Areas. Landlord shall have the right to construct, maintain and operate lighting facilities in and on all Common Areas; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities located in the Common Areas; to restrict parking by tenants, their officers, agents, and employees; to employ parking attendants; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free-parking ticket validating by tenants; to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or parking facilities; to discourage non-customer parking; and to do and perform such other acts in and to the Common Areas as, in the use of good business judgment, Landlord shall determine to be desirable for the convenience and use thereof by the tenants of the Shopping Center, but nothing herein contained shall be construed to limit the right of Landlord to operate and maintain the Common Areas in such manner, consistent with this Lease, as Landlord in its sole discretion shall determine from time to time.

16. **LICENSE TO COMMON AREAS:** All Common Areas which Tenant may be permitted to use and occupy are to be non-exclusively used and occupied under a revocable license, and if the Common Areas shall be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or abatement of rent, nor shall any such diminution of the Common Areas be deemed constructive or actual eviction.

17. **ASSIGNMENT AND SUBLETTING:** Tenant shall not voluntarily or involuntarily assign, mortgage, or pledge this Lease or any interest of Tenant therein, nor shall Tenant grant any license, franchise, or sublease with respect to all or any part of the Demised Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. The prohibition against assignment or subletting contained in this section shall be construed to include a prohibition against any such act by operation of law, legal process, receivership, bankruptcy or otherwise, and shall further be deemed to include, if Tenant is a corporate entity, partnership, limited liability company or the like, any transfer of a controlling or majority interest of Tenant by sale, assignment, bequest, inheritance, operation of law, or other disposition. Should the Demised Premises be occupied by anyone holding under Tenant, Landlord may collect rent from such occupant and apply the net amount collected to the rent herein reserved, but no such acceptance of rent shall be deemed a waiver of the provisions of this section or a release of Tenant from the further performance by Tenant of the covenants of Tenant set forth in this section. Notwithstanding any assignment or subletting, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Without limitation on any other provision of this section, if at any time during the Lease Term any part or all of (i) if Tenant is a corporation; (ii) the general partnership interest of Tenant, or a majority of the limited partnership interests of Tenant, if Tenant is a general or limited partnership, or (iii) a majority interest of Tenant, if Tenant is a limited liability company, the corporate shares of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other disposition. As used herein, a controlling or majority interest shall be deemed transferred if such transfer results in a change in the present effective voting control of Tenant by the person or persons owning a majority of said interests in Tenant on the date of this Lease. Any requests by tenant for approval to sell sublet the premises or transfer or assign tenants interest in this lease shall be accompanied by a processing charge in the amount of [REDACTED]

18. **SECURITY DEPOSIT:** Tenant shall deposit with Landlord, on execution hereof, the sum of [REDACTED], receipt of a check for which is (subject to collection) hereby acknowledged. Should such check not be paid when first processed, then this Lease may at Landlord's option be terminated by Landlord. Said deposit shall be held by Landlord without liability for interest as security for the faithful performance by Tenant of all of the terms and conditions of this Lease. The security deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord, and any such act on the part of Tenant made without the prior written consent of Landlord shall be without force and effect and not binding upon Landlord. Landlord shall have no obligation to keep the security deposit in a separate account and shall be entitled to co-mingle the security deposit with its other funds. If any of the rents herein reserved or any other sums payable by Tenant to Landlord shall be overdue and unpaid, or should Landlord make any payment on behalf of Tenant, or should Tenant fail to perform any of its obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said security deposit, or so much thereof as may be necessary to compensate Landlord, toward the payment of rent or additional rent or loss or damage sustained by Landlord by reason thereof, and Tenant shall forthwith upon demand restore said security deposit to the original sum deposited. Should Tenant comply with all its obligations under this Lease, said deposit shall be returned in full to Tenant at the end of the Lease Term. Landlord may deliver any funds deposited as a security deposit hereunder by Tenant to any purchaser of Landlord's interest in the Demised Premises in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferee of such interest.

19. **OPERATION OF BUSINESS:** Tenant shall operate all of the Demised Premises during the entire Lease Term with due diligence and efficiency, and during the regular customary days and hours for such type of business in the trade area in which the Shopping Center is located, so as to produce all of the gross sales which may be produced by such manner of operation, unless prevented from so doing by causes beyond the control of Tenant. Should Tenant fail to maintain reasonable inventories, or fail to remain open for business to the general public for at least forty (40) hours per week, or abandon the Demised Premises, or should Tenant for any reason not beyond the

control of Tenant fail to operate its business in the Demised Premises for more than ten (10) consecutive days, such will irreparably damage Landlord and Landlord may, at its option at any time thereafter, by ten (10) days prior written notice to Tenant terminate this Lease, or declare Tenant in material default hereof, which will entitle Landlord to any and all rights and remedies provided in this Lease, at law or in equity.

20. **USE OF DEMISED PREMISES:** Tenant and all those holding under Tenant shall use the Demised Premises for and only for the permitted purpose of conducting the business of Convenient Store, and for no other use or purpose whatsoever. Tenant acknowledges that this Lease is a Shopping Center Lease and that Landlord has selected the use of Tenant and the other tenants within the Shopping Center based on the synergy and Tenant mix of said tenants. Therefore, any change in use shall constitute a material default hereof, which will entitle Landlord to any and all rights and remedies provided in this Lease, at law or in equity. Tenant shall not sell, display or solicit in the Common Areas. Tenant shall not use or permit the use of any vending machines or public telephones on, at or about the Demised Premises without the prior written consent of Landlord.

21. **TENANT'S FIXTURES AND ALTERATIONS:** All fixtures installed by Tenant shall be new or completely reconditioned and "like-new". Tenant shall not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge upon fixtures, equipment, or personal property located within the Demised Premises. Tenant shall not make or cause to be made any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing, fixtures, shades or awnings, or make any changes to the store front or roof of the Demised Premises, without first obtaining the prior written consent of Landlord in each instance. Tenant shall present to Landlord plans and specifications for any such work at the time such consent is sought. Tenant shall maintain any sign, fixture, or other installation or alteration, as Landlord may approve, in good condition and repair. All installations, alterations, decorations, additions and improvements made by Tenant shall remain the property of Tenant during the Lease Term or any extension or renewal thereof, but the same shall not be removed from the Demised Premises prior to the end of the Lease Term unless the prior written consent of Landlord be obtained. Within ten (10) days prior to the expiration of the Lease Term, Tenant may remove from the Demised Premises all its trade fixtures, and Tenant shall remove, to the extent required by Landlord, any other installations, alterations, or improvements, and Tenant shall repair any damage to the Demised Premises caused by the removal of any of the same. Any and all fixtures, installations, alterations or improvements remaining in the Demised Premises following such period allowed for the removal thereof shall at the option of Landlord become the property of Landlord; provided, however, that within a reasonable time following the expiration or termination of this Lease Landlord may by written notice require that Tenant at the sole cost and expense of Tenant remove any of Tenant's trade fixtures, installations, alterations and improvements. Should Tenant fail to remove such items, Landlord shall also have the right to remove such items and dispose of the same at Tenant's expense. Tenant shall reimburse Landlord on demand for such expense, together with an administrative charge of fifteen percent (15%). The obligations of Tenant with respect to the removal of any of the foregoing shall survive the termination or expiration of this Lease.

22. **TENANT'S SIGN:** Tenant shall at its sole cost and expense install a sign on the exterior of the Demised Premises, and such sign shall conform to the requirements of Exhibit "C" attached hereto and by reference made a part hereof. Without the prior written consent of Landlord, Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Demised Premises any other sign, awning or canopy or advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, plumbing fixture, or protruding object or any decoration, lettering or advertising matter on the glass of any window or door of the Demised Premises. Tenant shall maintain the abovementioned required sign, and any other advertising matter or improvements allowed by Landlord to be placed on the exterior of the Demised Premises in good condition and repair at all times during the Lease Term.

23. **LANDLORD'S CONSTRUCTION OBLIGATION:** Landlord shall, without cost to Tenant, substantially complete the work described on Exhibit "B" attached hereto and by reference made a part hereof. Any work which is necessary or desirable for Tenant's occupancy of the Demised Premises and which is in addition to the work specifically described in the attached Exhibit "B" shall be performed by Tenant at its own cost and expense promptly after the Demised Premises are ready for occupancy; and shall be performed in strict accordance with SECTIONS 23, 26, 28 & 59 of this Lease governing the construction of any improvements in the Demised Premises. Any equipment, machinery, partitions, fixtures, floor covering or decorating (other than those items specifically described in said Exhibit "B") which the Landlord installs or constructs in the Demised Premises on behalf of

Tenant shall be paid for by Tenant within fifteen (15) days after receipt of a bill from Landlord for the same. Except for Landlord's obligations set forth in this SECTION 23, Tenant agrees and acknowledges that it is accepting the Demised Premises in an AS-IS, WHERE-IS condition, and further agrees and acknowledges that Landlord has made no representations or warranties of any type or nature whatsoever, as concerns the condition of fitness for use of the Demised Premises, or any fixtures located therein or attached thereto, by Tenant.

24. **LAWS, WASTE, AND NUISANCE:** Tenant shall at all times, at Tenant's sole cost and expense, comply with all governmental laws, ordinances, orders and regulations affecting the Demised Premises, whether now in force or hereafter in force; comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, Landlord's insurance companies, and other organizations establishing insurance rates; not suffer, permit or commit any waste or nuisance; not conduct any auction, distress, fire or bankruptcy sale; cause all refuse and debris to be removed from the Demised Premises and the Shopping Center at regular intervals, and at any time upon demand of Landlord; and not suffer, permit or cause any obnoxious odors in or about the Demised Premises. Without limitation on the matters set forth above in this section, Tenant shall keep and maintain the Demised Premises in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law by statute, ordinance or otherwise, affecting the Demised Premises and all appurtenances thereto. The laws of the state in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease.

25. **REPAIRS BY LANDLORD:** Within a reasonable period after receipt of written notice from Tenant of the need therefor, Landlord shall make necessary structural repairs to the exterior walls (excluding all windows, doors, door checks and closers, plate glass, store fronts, and signs and any frames surrounding the same) of the Demised Premises; necessary repairs to the roof, foundations and load bearing walls of the Demised Premises; necessary repairs to plumbing, pipes, and conduits located outside the Demised Premises or in the Common Areas; and necessary repairs to sidewalks, parking areas, and curbs. Landlord shall not be required to make any repairs where such repairs are made necessary by any act or omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or their respective employees, agents, invitees, licensees, visitors or contractors, regardless of whether such repairs are Landlord's obligation under this SECTION 24 or not.

26. **REPAIRS AND MAINTENANCE BY TENANT:**

(a) All repairs to and maintenance of the Demised Premises not required to be made by Landlord shall be made by Tenant and, without limiting the generality of the foregoing, Tenant covenants and agrees to keep and maintain in good order, condition and repair throughout the term of the Lease the Demised Premises and every part thereof, including, without limitation, fixtures and equipment therein, the exterior and interior portions of all doors, windows and glass; plumbing and sewage facilities within the Demised Premises, including free flow of sewer lines therein; fixtures, heating, air-conditioning (including exterior mechanical equipment and electrical equipment); and interior walls, floors and ceilings, including compliance with applicable building codes relative to fire extinguishers. Any and all such repairs and maintenance shall be made and performed at Tenant's sole expense and using materials and labor of kind and quality equal to the original work. Tenant agrees to keep in force a standard maintenance agreement on all heating, ventilating, and air-conditioning equipment and provide a copy of said maintenance agreement to the Landlord, which agreement shall require inspection and periodic maintenance of such equipment to be performed not less frequently than once every three (3) months. Tenant will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, or in such better condition as the Demised Premises may be put during the term, excepting only deterioration caused by ordinary wear and tear or fire and other casualty resulting in termination of this Lease by Landlord as herein provided.

(b) If (i) Tenant does not repair or maintain the Demised Premises and the contents thereof promptly as required hereunder and to the reasonable satisfaction of Landlord, or (ii) Landlord, in the exercise of its sole discretion, determines that emergency repairs for which Tenant is responsible are necessary, or (iii) repairs to or maintenance of the Shopping Center or the Demised Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events Landlord may make such repairs or perform such maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to

Tenant's business by reason thereof, and Tenant shall pay to Landlord upon demand, as additional rent, the reasonable cost thereof plus an administrative fee of fifteen percent (15%).

(c) Before undertaking any alterations, additions, improvements or construction Tenant shall obtain at its expense and provide Landlord with duplicate public liability insurance policy (in addition to all other insurance required to be carried by Tenant hereunder) insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements, or construction on an occurrence basis with the minimum limits herein set forth in the Article entitled "Insurance Required of Tenant".

27. MECHANIC'S LIENS: Should any mechanic's or other lien be filed against the Demised Premises or any part thereof by reason of Tenant's act or omission or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after Tenant receives actual notice thereof. If Tenant fails to discharge such lien within said ten (10) day period, then Landlord shall have the right to discharge such lien on behalf of Tenant and Tenant shall pay Landlord, as additional rent, all amounts incurred by Landlord in discharging such lien. Tenant hereby indemnifies Landlord from and against all damages, costs and/or expenses incurred in connection with its failure to discharge such lien. Tenant shall provide Landlord with copies of contractor and material lien waivers.

28. INDEMNITY:

(a) Tenant shall indemnify Landlord and save it harmless from suits, actions, damages, liabilities, costs and expenses in connection with loss of life, bodily or personal injury or property damage (i) arising from or out of any occurrence in, upon, or about the Demised Premises or the occupancy or use by Tenant thereof or any part thereof, or (ii) occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires in, upon or about the Shopping Center; and

(b) Tenant shall store its property in and shall occupy the Demised Premises and all other portions of the Shopping Center at its own risk, and Tenant does hereby release Landlord, to the fullest extent permitted by law, from all claims of every kind resulting in loss of life, personal and bodily injury or property damage; and

(c) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business; and

(d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant, for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises; and

(e) Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building in the Shopping Center or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting or breakage or by or from leakage, steam or snow or ice, or running, backing up, seepage, or the overflow of water or sewerage in any part of the Demised Premises or for any injury or damage caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any building, machinery, apparatus or equipment in the Shopping Center or by or from any act or negligence of any occupant of the Shopping Center; and

(f) Tenant shall give prompt notice to Landlord in case of fire or accident in the Demised Premises or in the building of which the Demised Premises are a part or of defects therein or in any fixtures or equipment; and

(g) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect, defend and hold Landlord harmless therefrom with counsel selected by Landlord and shall pay all costs, expenses and reasonable attorney's fees; and

(h) Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms of this Lease.

29. INSURANCE REQUIRED OF TENANT:

(a) Tenant shall obtain and maintain in full force during the term of the Lease the following insurance coverages with respect to the Demised Premises:

(i) Comprehensive Public Liability Insurance, with contractual liability endorsement, on an occurrence basis with minimum limits of liability of not less than [REDACTED] combined single limits for bodily injury, personal injury or death to any one person and [REDACTED] for bodily injury, personal injury or death to more than one person, Host Liquor Law Liability, and if Tenant shall be operating a restaurant, tavern or other establishment which sells or dispenses any drink or beverage containing alcohol, ~~Dram Shop Liability, and Five Hundred Thousand Dollars (\$500,000.00) for damage to property;~~ and

(ii) Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance in an amount adequate to cover the full replacement value of all personal property, decorations, leasehold improvements and betterments, and all other contents located or placed therein; and

(iii) Boiler or Machinery Insurance covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on, adjoining, above or beneath the Demised Premises, in the amount of [REDACTED]; and

(iv) Workmen's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work or any repair or alteration, and covering all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by laws of the State where the Demised Premises are located or of the United States; and

(v) Plate glass insurance covering the plate glass in the Demised Premises; and

(vi) All of the aforesaid insurance (except the Workmen's Compensation Insurance) shall be written in the name of and shall insure Landlord, and any designee(s) of Landlord, and Tenant, and shall be written by one or more responsible insurance companies satisfactory to Landlord and in form satisfactory to Landlord, with a "Best Insurance Guide Rating" of A+ and a financial rating of X. All such insurance may be carried under a blanket policy covering the Demised Premises and any other of Tenant's stores, provided that such blanket policies meet the requirements of this Article; all of such insurance shall contain endorsements providing that such insurance may not be canceled or amended with respect to Landlord or its designees or the Demised Premises except upon thirty (30) days' prior written notice to Landlord and any such designees by the insurance company; Tenant shall be solely responsible for payment of premiums and Landlord or its designees shall not be required to pay any premium for such insurance; in the event of payment of any loss covered by any such policy, Landlord or its designees shall be paid first by the insurance company for Landlord's loss; the minimum limits of the Comprehensive Public Liability Insurance shall in no way limit or diminish Tenant's liability hereunder; Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of each such policy, either a duplicate original or a certificate of insurance on all policies required to be procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefor; if Tenant fails to obtain and provide any and all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and Tenant shall pay the cost of such insurance as additional rent with the next due installment of fixed minimum rent; and all liability insurance

policies required to be obtained and maintained by Tenant hereunder shall contain endorsements deleting from such policies the "Care, Custody and Control", and the "Alterations and Extraordinary Repairs", and the "Contract Liability" exclusions and all other exclusions of similar import or effect.

30. **INSURANCE REQUIRED OF LANDLORD:** At all times during the term of the Lease, Landlord shall maintain in effect, with a responsible insurance company or companies, policies of insurance covering the building of which the Demised Premises constitute a part, providing protection to the extent of not less than eighty percent (80%) of the insurable value of said building against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief". Nothing in this Article shall prevent the taking out of policies of blanket insurance, which may cover real and/or personal property and improvements in addition to the building of which the Demised Premises constitute a part; provided, however, that in all other respects each such policy shall comply with the other provisions of this Article.

31. **WAIVER:** Landlord and Tenant hereby grant to each other on behalf of any insurer providing any insurance to either Landlord or Tenant a waiver of any right of subrogation any such insurer of one party may acquire against the other by virtue of payment of any loss under any such insurance. Such waivers shall stand mutually terminated as of the date either Landlord or Tenant ceases to be empowered to grant same.

32. **INCREASE IN INSURANCE PREMIUMS:** Tenant shall not stock, use or sell any article or do anything in or about the Demised Premises which may be prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates or premiums on the Demised Premises, the building of which they are a part or any other building in the Shopping Center. Tenant shall pay on demand any increase in premiums that may be charged on such insurance as is carried by Landlord resulting from Tenant's use and occupancy of the Demised Premises or the Shopping Center whether or not Landlord has consented to the same. If due to the (a) occupancy, or (b) abandonment, or (c) Tenant's failure to occupy and operate the Demised Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then in any of such events Tenant shall indemnify and hold Landlord harmless from and against all such increases and shall pay on demand any increased cost of such insurance. Tenant also shall pay in any of such events any increased premium on any "loss of rents" insurance that may be carried by Landlord for its protection against loss through fire or casualty.

33. **DESTRUCTION:** If the Demised Premises shall be partially damaged by any casualty insurable under the Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair and restore the same and the fixed minimum rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable during the period of such repair and restoration; provided, however, that Landlord's obligations hereunder shall be limited to the insurance proceeds actually received by and made available to Landlord for such purpose and which have not been required to be applied towards the reduction of any indebtedness secured by a mortgage covering the Shopping Center or any portion thereof. If the Demised Premises (a) are by reason of any casualty rendered wholly untenable or (b) should be damaged as a result of a casualty, event or risk which is not covered by Landlord's insurance or (c) should be damaged in whole or in part during the last three (3) years of the Lease Term or of any renewal or extension hereof, or (d) the building of which they are a part (whether the Demised Premises are damaged or not) or the buildings which then comprise the Shopping Center should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (e) if any or all of the buildings or common areas of the Shopping Center are damaged, whether or not the Demised Premises are damaged, to such an extent that the Shopping Center cannot in the sole judgment of Landlord be profitably operated as an integral unit, then and in any of such events, Landlord may elect either to repair the damage, whereupon the minimum rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable during the period of such repair and restoration, or to cancel this Lease by notice of cancellation delivered to Tenant within one hundred eighty (180) days after such event, whereupon this Lease shall expire and Tenant shall vacate and surrender the Demised Premises to Landlord. In the event Landlord elects to repair any damage insurable under Landlord's policies, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Demised Premises have been repaired. Nothing in this paragraph shall be construed to abate percentage rent, but the computation of such rent shall be based upon the revised fixed minimum rent as the same may be abated. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Landlord, Tenant shall repair and re-fixture the interior of

the Demised Premises in a manner and to a condition at least equal to that existing prior to the destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for such purpose. Tenant shall reopen the Demised Premises for business within thirty (30) days after notice that Landlord has repaired the Demised Premises.

34. CONDEMNATION:

(a) If the whole of the Demised Premises shall be taken by eminent domain for any public or quasi-public use or purpose or by conveyance in lieu thereof, then this Lease and the term hereof shall cease and terminate as of the day that possession is taken.

(b) If only a part of the Demised Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then this Lease and the term hereof shall cease and terminate as aforesaid. If such partial taking does not render the remainder of the Demised Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the fixed minimum rent shall be reduced in the same proportion that the floor area of the Demised Premises taken bears to the original floor area demised, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Demised Premises are located so as to constitute the portion of the building not taken as a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by and made available to Landlord for such purpose and not required to be applied towards the reduction of any indebtedness secured by a mortgage covering the Shopping Center or any portion thereof.

(c) If more than twenty percent (20%) of the floor area of the building in which the Demised Premises are located shall be taken as aforesaid, or if so many of the parking spaces in the shopping center are taken so as to violate any applicable zoning ordinance(s), Landlord may, by written notice to Tenant, terminate this Lease, such termination to be effective as aforesaid.

(d) If this Lease is terminated as set forth above, Landlord shall refund an equitable portion of any rent paid by Tenant in advance.

(e) Tenant shall not be entitled to and expressly waives all claim to any condemnation award or similar compensation for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee, although Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and fixtures.

35. DEFAULT AND REMEDIES:

(a) The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in SUBSECTION 34(b) below: (i) if Tenant vacates or abandons the Demised Premises or fails to continuously operate its business in the Demised Premises in compliance with SECTION 18 hereof; (ii) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after notice; (iii) failure to observe or perform any term or condition of this Lease other than the payment of Rent (or the other matters expressly described herein), unless such failure is cured within any period of time following notice expressly provided with respect thereto in other Articles hereof, or otherwise fifteen (15) days following notice (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly within such period, diligently seeks and keeps Landlord reasonably advised of efforts to cure such failure to completion, and completes such cure within, thirty (30) days following Landlord's notice); (iv) failure to cure immediately upon notice thereof any condition which is hazardous, materially interferes with another tenant or the operation or leasing of the Shopping Center, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates; (v) violating SECTION 16 respecting assignment and subletting; (vi) (A) making by Tenant or any guarantor of this Lease ("Guarantor") of any general assignment for the benefit of creditors, (B) filing by or for reorganization or arrangement under any law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant

or such Guarantor, the same is dismissed within thirty (30) days), (C) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, (D) attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Demised Premises or of Tenant's interest in this Lease, (E) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts, (F) Tenant's or any Guarantor's insolvency or failure, or admission of an inability, to pay debts as they mature; or (vii) a violation by Tenant or any affiliate of Tenant under any other lease with Landlord for other premises within the Shopping Center which is not cured within the time permitted for cure thereunder. If Tenant violates the same term or condition of this Lease on more than two (2) occasions during any twelve (12) month period, Landlord shall have the right to exercise all remedies for any violations of the same term or condition during the next twelve (12) months without providing further notice or an opportunity to cure.

(b) If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any law or other provision of this Lease:

(i) Landlord may terminate this Lease and Tenant's right of possession, reenter and repossess the Demised Premises by detainer suit, summary proceedings or other lawful means, and recover from Tenant: (1) any unpaid Rent as of the termination date, (2) the amount by which: (A) any unpaid Rent which would have accrued after the termination date during the balance of the Term exceeds (B) the reasonable rental value of the Demised Premises under a lease substantially similar to this Lease, taking into account among other things the condition of the Demised Premises, market conditions and the period of time the Demised Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting (as defined in SUBSECTION 34(f) below) that Landlord may incur in order to enter such replacement lease, or (3) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease. For purposes of computing the amount of Rent herein that would have accrued after the termination date, Tenant's obligations for Taxes, Shopping Center Operating Costs and Percentage Rent shall be projected based upon the average rate of increase in such items from the Rental Commencement Date through the expiration of the Lease Term (or if such period shall be less than three years, then based on Landlord's reasonable estimates). The amounts computed in accordance with the foregoing subclauses (a) and (b) shall both be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value. For the purposes of SECTION 34, it shall be deemed that Percentage Rent for any period after any such Default and entry by the Landlord would have been at a monthly rate thereafter equal to one twelfth (1/12th) of the average annual Percentage Rent which the Tenant was obligated to pay to the Landlord under this Lease either: (i) from the Rental Commencement Date to the date of such default; or (ii) during the last three (3) years prior to the date of such Default, whichever is the greater. The payment of the foregoing amounts shall be paid as agreed liquidated damages and not as a penalty; the parties agree that it is difficult or impossible to calculate the damages which Landlord will suffer as a result of Tenant's default, and this provision is intended to provide a reasonable estimate of such damages.

(ii) Landlord may terminate Tenant's right of possession, reenter and repossess the Demised Premises by detainer suit, summary proceedings or other lawful means, without terminating this Lease, and recover from Tenant: (1) any unpaid Rent as of the date possession is terminated, (2) any unpaid Rent which thereafter accrues during the Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants as further described and applied pursuant to SUBSECTION 34(f), below, and (3) any other amounts necessary to compensate Landlord for all damages proximately caused by Tenant's failure to perform its obligations under this Lease, including all Costs of Reletting (as defined in SUBSECTION 34(f) below). Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right to possession as provided herein, Landlord may terminate this Lease as provided in clause (1) above by notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable law.

(iii) Landlord shall have, and Tenant hereby grants to Landlord, a continuing security interest for all Rent and other sums of money becoming due hereunder from Tenant, upon all of the property now or hereafter owned by Tenant and now or hereafter located on the Demised Premises. In connection herewith, Landlord shall have, in addition to any other remedies, any and all of the remedies afforded to secured parties under the provisions of the Uniform Commercial Code, as codified in the State of Georgia (including, by way of example, rather than of limitation), the right to sell such property at public or private sale upon ten (10) day notice to Tenant without resort to judicial process. Tenant shall, on its receipt of a written request therefor from Landlord, execute such financing statements and other instruments as are necessary or desirable, in Landlord's judgment, to perfect such security interest.

(c) If this Lease or Tenant's right to possession is terminated, or Tenant abandons the Demised Premises, Landlord may: (i) enter and secure the Demised Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any decorating, remodeling, repairs, alterations, improvements or additions and take such other actions as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Demised Premises or prepare the same for reletting, and (ii) relet all or any portion of the Demised Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable law). The consideration received from such reletting shall be applied pursuant to the terms of SUBSECTION 34(f) hereof, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

(d) Landlord shall at all times have the right without prior demand or notice except as required by applicable law to: (i) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof, and Tenant hereby waives any right to require that Landlord post a bond or other security in connection therewith, and (ii) sue for and collect any unpaid Rent which has accrued. Notwithstanding anything to the contrary contained in this Lease, to the extent not expressly prohibited by applicable law, in the event of any Default by Tenant, Landlord may terminate this Lease or Tenant's right to possession and accelerate and declare all Rent reserved for the remainder of the Term to be immediately due and payable (in which event, Tenant's obligations for Taxes and Shopping Center Operating Costs that would have accrued thereafter shall be projected in the manner described in SUBSECTION 34(b) above); provided the Rent so accelerated shall be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value, and Landlord shall, after receiving payment of the same from Tenant, be obligated to turn over to Tenant any actual net reletting proceeds (net of all Costs of Reletting) thereafter received during the remainder of the Term, up to the amount so received from Tenant pursuant to this provision.

(e) If Tenant is in Default of any obligation under this Lease (except that no notice and grace period shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as additional rent, for all expenses incurred by Landlord in performing such obligation together with an amount equal to ten (10%) thereof for Landlord's overhead, and interest thereon at the Default Rate from the date such expenses were incurred. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.

(f) No re-entry or repossession, repairs, changes, alterations and additions, reletting, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, nor shall the same operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. The acceptance by Landlord of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not therefor reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement

tenants shall be applied at Landlord's option: (i) first, to the Costs of Reletting, (ii) second, to the payment of all costs of enforcing this Lease against Tenant or any Guarantor, (iii) third, to the payment of all interest and service charges accruing hereunder, (iv) fourth, to the payment of Rent theretofore accrued, and (v) with the residue, if any, to be held by Landlord and applied to the payment of Rent and other obligations of Tenant as the same become due (and with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all costs and expenses incurred by Landlord for any repairs or other matters described in SUBSECTION 34(c) above, brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants, and costs of collecting rent from replacement tenants. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues while Tenant is in Default hereunder. The times set forth herein for the curing of Defaults by Tenant are of the essence of this Lease. Tenant hereby irrevocably waives any right otherwise available under any law to redeem or reinstate this Lease, or Tenant's right to possession, after this Lease, or Tenant's right to possession, is terminated based on a Default by Tenant.

(g) Notwithstanding the foregoing, any notice given pursuant to this Lease shall be in lieu of, and not in addition to, any notice required by law.

36. ACCESS TO DEMISED PREMISES: Landlord shall have the right to enter upon the Demised Premises in order to place, maintain and repair all utility equipment of any kind in, upon or under the Demised Premises, or to make repairs to the Demised Premises or any adjacent premises, as may be reasonably necessary for the servicing of the Demised Premises and other portions of the Shopping Center, and to take all material in, to and upon the Demised Premises that may be required therefore, without the same constituting an eviction of Tenant in whole or in part. During the two (2) months prior to the expiration of this Lease, Landlord may place upon the Demised Premises "For Lease" signs, which Tenant shall permit to remain thereon.

37. ATTORNMEN: Tenant shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of Landlord's interest in the Demised Premises, attorn to the purchaser or assignee and recognize such purchaser or assignee as Landlord under this Lease.

38. QUIET ENJOYMENT: Tenant, upon paying the rents reserved and observing and performing all of the terms and covenants on its part to be performed, shall peaceably and quietly enjoy the Demised Premises subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or other agreement to which this Lease is subordinate.

39. FORCE MAJEURE: Except for the payment of Rent by Tenant, each party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the control of such party, which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

40. END OF TERM: At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as they were in upon delivery of possession thereto under this Lease, natural wear and tear alone excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. If Tenant fails to remove any of its property from the Demised Premises upon the expiration or other termination of this Lease, such property shall be deemed abandoned and shall become the property of Landlord, or at the option of Landlord may be removed by Landlord at Tenant's expense, or placed in storage at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord.

41. HOLDING OVER: Any holding over after the expiration of the Lease term or any extension or renewal thereof shall be construed to be a tenancy from month to month at a monthly fixed minimum rent equal to one hundred fifty percent (150%) of the monthly fixed minimum rent payable immediately preceding such expiration, and shall otherwise be on the terms herein specified so far as applicable. If Tenant fails to surrender the Demised Premises upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from and against loss or liability resulting from such failure, including, without limitation, any claims made by any succeeding tenant founded on such failure.

42. NO WAIVER: Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or to enforce any rules and regulations shall not be construed as a waiver for the future of any of the same. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.

43. NOTICES: Any notice, demand, request or other communication which may be or is required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, return receipt requested, or by overnight courier, and shall be addressed (a) if to Landlord, at the address as hereinabove given; and (b) if to Tenant, at the address as hereinabove given and/or at the Demised Premises. Either party may designate any substitute or additional address by written notice to the other. Notices sent pursuant to the terms of this SECTION 42 shall be deemed to be given on the date which such notice is mailed or delivered in person, and shall be deemed to be received on the date of actual receipt (or the date on which acceptance of delivery of such notice is refused) of such notice.

44. RECORDING: Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord. Upon the request of Landlord, Tenant shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Demised Premises and the Lease Term, and shall incorporate this Lease by reference.

45. PARTIAL INVALIDITY: If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

46. BROKER'S COMMISSIONS: Tenant represents and warrants that there are no claims or rights to claims for brokerage commissions or finder's fees or similar compensation in connection with this Lease which arise out of any act or agreement of Tenant, and Tenant agrees to indemnify Landlord against and hold it harmless from all liabilities arising from any such claim, including reasonable attorney's fees.

47. SUCCESSORS: Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, executors, legal representatives, successors, successors-in-title, and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if more than one party shall constitute the Tenant, they shall all be bound, jointly and severally, by this Lease. In the event that the party identified as Landlord herein sells, assigns, or is otherwise divested of its interest in this Lease and the Demised Premises, such party shall thereupon be entirely relieved of all obligations hereunder.

48. SUBORDINATION: This Lease is and shall be subject and subordinate to any mortgage, deed of trust, deed to secure debt or ground lease currently existing or hereafter created against the shopping center, subject to the right of the holder of any of the aforementioned interests to treat this Lease as superior to any such interest. Upon request of the Landlord, Tenant will execute an instrument evidencing the subordination of this Lease, and its rights hereunder, to any mortgage (it being agreed that the term "mortgage" as used in this Lease shall be deemed to include a ground lease, security deed, deed of trust, or similar instrument) or the lien resulting from any other method of financing, now or hereafter in force against all or any part of the Shopping Center of which the Demised Premises are a part, and to all advances made or hereafter to be made upon the security thereof; provided, however, that Tenant shall not, without the prior written consent of the holder of any first-in-priority mortgage, subordinate this Lease to any other mortgage.

49. RULES AND REGULATIONS: The rules and regulations, if any, appended to this Lease as Exhibit "D" are hereby made a part of this Lease, and Tenant agrees to comply with and observe same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to reasonably amend or supplement said rules and regulations applicable to the Demised Premises and the Shopping

Center. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.

50. ENTIRE AGREEMENT, ETC.: This Lease and the exhibits, riders, and/or addenda, if any, attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. If any provision contained in an exhibit, rider or addenda is inconsistent with any other provision of this Lease, the provision contained in said exhibit, rider or addenda shall supersede said other provision. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. Should the Tenant at any time during the term of this Lease claim rights under a restrictive covenant or exclusive, the Tenant herewith specifically waives any such claim with respect to any other Tenant of the Shopping Center which then occupies twenty percent (20%) or more of the leasable space in the Shopping Center. Any captions, numbers or index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any article, section or paragraph, nor in any way to affect this Lease.

51. LIMITATION OF LIABILITY: ANYTHING IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE ESTATE AND PROPERTY OF THE LANDLORD IN THE LAND AND BUILDINGS COMPRISING THE SHOPPING CENTER OF WHICH THE DEMISED PREMISES ARE A PART FOR THE COLLECTION OF ANY JUDGMENT (OR OTHER JUDICIAL PROCESS) ARISING OUT OF ANY DEFAULT OR BREACH BY LANDLORD WITH RESPECT TO ANY OF THE TERMS, COVENANTS AND CONDITIONS OF THIS LEASE TO BE OBSERVED AND/OR PERFORMED BY LANDLORD, AND THAT NO OTHER ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCESS FOR THE SATISFACTION OF TENANT'S REMEDIES. FURTHERMORE, LANDLORD (OR ANY SUCCESSOR(S) OR ASSIGN(S) OF LANDLORD) SHALL BE OBLIGATED UNDER THE TERMS OF THIS LEASE ONLY FOR THAT PERIOD OF TIME DURING WHICH LANDLORD, OR SUCH SUCCESSOR OR ASSIGN, OWNED THE SHOPPING CENTER.

52. ESTOPPEL CERTIFICATE: Tenant shall upon request by Landlord, execute and deliver to Landlord or any designee of Landlord a written declaration in recordable form: (a) ratifying this Lease; (b) expressing the commencement and termination dates thereof; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) certifying that all conditions under this Lease to be performed by Landlord have been satisfied (except such conditions as shall be stated); (e) certifying that there are no defenses or offsets against the enforcement of this Lease by the Landlord (or stating those claimed by Tenant); (f) certifying the amount of advance rental, if any (or none if such is the case), paid by Tenant; (g) certifying the date to which rental has been paid; and (h) certifying the amount of any security deposit held by Landlord, and (i) certifying to such other matters concerning the Lease or the Demised Premises as Landlord may request. Such declaration shall be executed and delivered by Tenant from time to time as may be requested by Landlord. Landlord's mortgagees and/or purchasers shall be entitled to rely upon the same.

53. ATTORNEY-IN-FACT: The Tenant, upon request of any party in interest, shall execute promptly such instruments as shall reasonably be required to carry out the intent of the above Articles entitled "Attornment" and "Subordination" and "Estoppel Certificate", as and when the same shall be requested by the Landlord. The Tenant hereby irrevocably appoints the Landlord as attorney-in-fact for the Tenant with the full power and authority to execute and deliver in the name of the Tenant any such instrument upon the failure of Tenant so to do within ten (10) days after a request therefore. If fifteen (15) days after receipt by Tenant of a written request by Landlord to execute any such instrument the Tenant shall have failed to have executed and delivered the same, such failure shall at the option of Landlord constitute a default by Tenant hereunder, and the Landlord may, at its option, terminate this Lease without incurring any liability on account thereof, and the Lease term hereby granted is expressly limited accordingly.

54. ~~MERCHANT'S ASSOCIATION: Upon demand by Landlord, Tenant will become a member of, participate fully in, and remain in good standing in an association of merchants composed primarily of tenants in the Shopping Center (herein referred to as the "Association"), and agrees to abide by the regulations of such~~

~~Association, as soon as the Association is formed. The objects of such Association shall be to encourage its members to deal fairly and courteously with their customers, to follow good business practices, to assist the business of the tenants by sales promotions and center-wide advertising, and in particular, to promote the interests of members of the Association. Tenant agrees to pay dues to the Association in the manner and amount as set forth by a majority vote of the members of the Association.~~

55. LANDLORD AND TENANT: The relationship established by this Lease is that of landlord and tenant, and the tenancy hereby created is a usufruct and not an estate for years. None of the language or terminology of this Lease shall be construed to create any other form of relationship between Landlord and Tenant.

56. RIDER: A rider consisting of pages, with paragraphs numbered consecutively through is attached hereto and made a part hereof.

57. SUBMISSION OF LEASE: The submission of this Lease for examination does not constitute an option for the Demised Premises, and this Lease shall become effective only when fully executed counterparts of this Lease have been delivered to both Landlord and Tenant.

58. RESTRICTION ON HAZARDOUS SUBSTANCES:

(a) Neither Tenant nor any employee, licensee, contractor or invitee, shall keep within, on or around the Demised Premises for use, disposal, treatment, generation, storage or sale any Hazardous Substances, as hereinafter defined. As used herein, Hazardous Substances means (a) any "hazardous substance", "hazardous waste" or "hazardous material" defined as such in (or for purposes of) any environmental law; (b) petroleum, including any fraction thereof, and any petroleum product; (c) any other substance, regardless of physical form, that is subject to any law or common law doctrine regulating or imposing obligations, liability or standards of conduct concerning the protection of human health, plant life, animal life, natural resources or property.

(b) Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord and any successors-in-interest to Landlord, including any lender of Landlord, and their respective agents and employees, harmless from all claims, costs, damages, liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's breach of its obligations contained in this paragraph or arising out of or in connection with any removal, cleanup or restoration deemed reasonably necessary by any governmental entity or Landlord in order to remove, clean up or restore any portion of the Shopping Center as the result of Hazardous Substances used, disposed, treated, generated, stored or sold by Tenant or its agents, employees, contractors, licensees or concessionaires. Tenant's obligations under this paragraph shall survive expiration and termination of the Lease.

(c) Upon ten (10) days prior written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement, in form satisfactory to Landlord, certifying that there are no hazardous substances on the Demised Premises, that Tenant has not disposed of any oil, grease or hazardous substance at the Demised Premises and that any such substances used, processed or generated at the Demised Premises have been disposed of properly.

59. REQUIREMENTS UPON COMPLETION: Upon the completion of Tenant's Work, but in no event later than thirty (30) days after completion of the Demised Premises, Tenant shall deliver to Landlord and/or comply with the following: (1) Tenant's affidavit stating that Tenant's Work has been substantially completed in compliance with Tenant's approved work drawings (plans) and specifications, and which affidavit shall include a reasonably itemized general breakdown of Tenant's final and total construction costs together with proof, reasonably satisfactory to Landlord, of payment thereof; (2) An affidavit of the General Contractor or Contractors performing Tenant's Work stating that Tenant's Work has been fully completed in compliance with Tenant's approved working drawings (plans) and specifications and that all subcontractors, laborers and material suppliers, who supplied labor and/or material for Tenant's Work (whose names and address shall be recited in the affidavit) have been paid in full and that all liens therefore that have been filed have been discharged of record or waived; (3) A complete notarized release and waiver of lien with respect to the Demised Premises, executed by each of Tenant's general contractor, subcontractors, or material suppliers supplying labor and/or materials for Tenant's work or in lieu thereof, an attorney's certification (prepared by an attorney licensed to practice law in the state where the shopping center is located), that the lien period for the Tenant's Work performed by Tenant in the Demised Premises has expired and

no liens in connection therewith have been filed; (4) Tenant's written acceptance of the Demised Premises stating that Landlord has completed all of the Landlord's Work required to be performed by Landlord pursuant to the terms of this Lease and that Tenant reserves no claims, offsets or back-charges or stating those claimed; (5) All certificates and approvals with respect to Tenant's Work that may be required by any governmental authorities as a condition for the issuance of a Certificate of Occupancy for the Demised Premises; (6) Copies of approved manufacturer's literature or catalogue relating to equipment and machinery installed by Tenant within the Demised Premises (including heating, ventilation and air conditioning equipment).

60. SECURITY INTEREST: Tenant hereby grants to Landlord, as additional security for the performance by Tenant of all terms, covenants and conditions of this Lease, a security interest in all of Tenant's personal property, equipment and fixtures which may be located at the Premises from time to time which Tenant has not leased and is owned by others. Upon request by Landlord, Tenant shall within five (5) days, execute and deliver to Landlord any financing statements evidencing such security interest, and any corrections, modifications, amendments or continuations of such financing statements, as may be requested by Landlord from time to time.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the day and year first above written.

LANDLORD:

Witness

BY:

DocuSigned by:

Ari Minkowicz

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Ari Minkowicz

ITS:

CEO

TENANT:

Witness

BY:

DocuSigned by:

Patel Sangita R.

9029E254773442B...

Sangitaben R. Patel

ITS:

Omsky inc.

EXHIBIT "A"

Left Blank

EXHIBIT "B"

CRITERIA FOR STANDARD FINISH BY LANDLORD / TENANT WORK LETTER

Landlord's Work – None.

Tenants Work – Any remodeling needed.

EXHIBIT "C"

CRITERIA FOR TENANT'S SIGN

1. Sign letters shall be individual raceway mounted letters with plastic facing, and dark bronze casing. Letter style shall be "Microgramma Bold".
2. All letters shall be interior lighted.
3. Tenant shall obtain Landlord's approval of all letters and signs.
4. Tenant shall obtain all necessary governmental approvals and permits for all signs.
5. Tenant shall at its expense erect all signs and provide all necessary blocking and additional structural supports.
6. Letters shall be mounted vertical, with the base of the letter set tight against the fascia and canopy. (Letter cannot project free of fascia and canopy).
7. Final electrical connections to be made by Tenant at its expense.
8. Signs shall not exceed 24" in height or no more than 80% of the demised storefront, however, local code shall prevail.
9. Tenant agrees to have sign installed on fascia of building no later than 60 days from date of lease commencement.

EXHIBIT "D"

RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies, and fixtures to and from the Demised Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises or Shopping Center.
3. All garbage and refuse shall be kept in the kind of container specified or supplied by Landlord, and shall be placed outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

4. No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Demised Premises or on the grounds, without first obtaining in each instance the written consent of Landlord. Any radio or television or aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Demised Premises without the prior written consent of Landlord.
6. If the Demised Premises are at any time equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. The exterior areas immediately adjoining the Demised Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
8. Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Demised Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant [REDACTED] per day per car parked in any area other than those designated, as and for liquidated damages.
9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.
10. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
11. Tenant shall not burn any trash or garbage of any kind in or about the Demised Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.
12. Tenant shall not make noises, causes disturbances, or create odors, which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees.
13. Tenant will use Landlord's roofer for all penetrations to the roof or parapet wall.

EXHIBIT "E"

SPECIAL STIPULATIONS

Tenant shall prepay first month's rent and CAM at lease signing of [REDACTED]

Tenant shall pay security deposit at lease signing of [REDACTED]

Make Payment to; Minbro Kennesaw,m LLC. PO BOX 6298 Hicksville, NY 11802-6298

Tenant shall have August 1 2024 thru September 30 2024 as free rent period.

Tenant shall accept space in "as is where is" condition with the following Landlord inspections. One time inspection of the Electrical, Plumbing and HVAC systems and made sure they are in good working order. Landlord at his cost will be responsible for replacing HVAC system if ever needed.

Tenant shall be granted one (1) five (5) year renewal with Minimum Base Rent with 3% annual increases.

Signature and Electronic Mail – Delivery of an executed counterpart of this agreement shall be deemed to be delivered by such party of his or her signature and will be binding and in full effect of this agreement.

Exhibit "F"
Legal Description

Exhibit "G"

Disclosure: Sebring Real Estate Services, Inc., has represented the Landlord in this transaction and shall be paid a commission by Landlord pursuant to Listing Agreement.

Exhibit "H"

UNCONDITIONAL GUARANTY OF TENANT'S OBLIGATIONS

FOR AND IN CONSIDERATION OF the making of that certain Lease Agreement, dated August 1st, 2024 (the "Lease") from **Minbro Kennesaw, LLC** ("Landlord") to **Sangitaben R. Patel**, ("Tenant"), and in consideration of the sum of [REDACTED] in hand paid to the undersigned **Sangitaben R. Patel** ("Guarantor"), the undersigned Guarantor does hereby conditionally guarantee to Landlord the full and prompt payment and performance, as and when due, whether by acceleration or otherwise, of all obligations of Tenant under the Lease, and Guarantor does hereby further agree that:

(a) This Guaranty shall apply with full force and effect to any amendment or modification of the Lease and any extension or renewal of the term of the Lease, regardless of whether Guarantor shall have received notice thereof or shall have consented thereto;

(b) No release or application by Landlord of any security deposit or any other collateral now or hereafter held by Landlord as security for the performance of the obligations of Tenant under the Lease shall impair or affect in any manner the obligations of Guarantor hereunder;

(c) Guarantor shall pay to Tenant all expenses (including reasonable attorney's fees) paid or incurred by Landlord as security for the performance of the obligations of Tenant under the Lease shall impair or affect in any manner the obligations of Guarantor hereunder;

(d) If Guarantor should at any time be composed of more than one person or entity, then each such person and entity shall be jointly and severally bound hereby and liable hereunder, and no release of liability, in whole or in part, granted by Landlord to any one or more such persons or entities shall impair or affect in any manner the liability of any person or entity not so released;

(e) Guarantor does hereby subordinate any and all present and future indebtedness of Tenant to Guarantor to all present and future indebtedness of Tenant to Landlord, and Guarantor agrees that, if Landlord so requests, any such indebtedness of Tenant to Guarantor shall be collected, enforced, and received by Guarantor as trustee for Landlord and be paid over to Landlord on account of the indebtedness of Tenant to Landlord;

(f) Guarantor hereby waives and agrees not to assert or take advantage of any defense against enforcement of this Guaranty arising out of any applicable statute of limitations; any claim of incapacity, lack of authority, death, or disability; any election of remedies by landlord; any failure of Landlord to give notice of acceptance of this Guaranty, presentment, demand for payment, protest, dishonor, default or any other notice whatsoever; and any lack of diligence by Landlord in connection with the enforcement of its rights under the Lease and/or this Guaranty;

(g) This is a guaranty of payment and performance and not of collection, and the liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Tenant or any other person or entity, and Guarantor waives any right Guarantor may have to require that an action be brought against Tenant or any other person or entity, or that resort be had to any security deposit or other collateral, prior to enforcing the obligations of Guarantor hereunder;

(h) Until all of the obligations of Tenant to Landlord have been fully paid and performed, Guarantor shall have no right of subrogation by way of Landlord against Tenant;

(i) Landlord may apply all payments and credits received from Tenant or Guarantor against the obligations of Tenant under the Lease and the obligations of Guarantor hereunder in such order and priority as Landlord in its sole judgment shall see fit;

(j) The Lease and this Guaranty are made and intended as Georgia contracts and shall be so construed;

(k) Guarantor hereby submits to personal jurisdiction in the State of Georgia for the enforcement of this Guaranty and agrees that service of process may be made and personal jurisdiction over Guarantor obtained by the serving of a copy of the summons and complaint upon Guarantor either at the leased premises described in the Lease or at the address of Guarantor set forth below, and Guarantor does hereby appoint Tenant as Guarantor's agent for service of process in the State of Georgia;

(l) Guarantor warrants to Landlord that any financial statements previously provided by Guarantor to Landlord are true and correct in all material respects as of the date hereof;

(m) Guarantor hereby waives, jointly and severally, for Guarantor and Guarantor's family, any and all homestead and exemption rights which Guarantor or Guarantor's family may have under or by virtue of the Constitution or the laws of the United States of America or any State as against this Guaranty and all obligations of Guarantor hereunder, and does hereby, jointly and severally, transfer and assign to Landlord a sufficient amount of such homestead or exemption to pay all amounts due hereunder in full, with all costs of collection;

(n) This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord except by a written instrument signed by Landlord;

(o) All demands, requests, or other notices provided for or permitted to be given to Guarantor pursuant to the Lease or this Guaranty shall be deemed to have been sufficiently given or served (without limitation on other acceptable means of delivery or service) if mailed by certified United States mail, postage pre-paid, return receipt requested, to Guarantor at said leased premises or at Guarantor's address set forth below, and the effective date of any such notice so mailed shall be the date upon which such notice is deposited in the mail;

(p) The provisions of this Guaranty shall be binding upon Guarantor and the heirs, executors, legal representatives, successors, and assigns of Guarantor, and shall inure to the benefit of Landlord, and the heirs, executors, legal representatives, successors, successors-in-title, and assigns of Landlord;

(q) If any provision of this Guaranty is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty under seal this 1st day of August, 2024.

Signed, in the presence of.

Sangitaben R . Patel

DocuSigned by:

Sangitaben R. Patel

(Signature of Guarantors)

Address of Guarantor:

1966 Oxford Ct.
Dalton, GA 30720
Phone 229-326-3603

Witness

EXHIBIT "I"

LEASE COMMENCEMENT DATE AGREEMENT

This Lease Commencement Date Agreement ("Agreement") is made as of this 1st day of **August, 2024**, between **Minbro Kennesaw, LLC** (hereinafter referred to as "Landlord"), and **Sangitaben R. Patel** (hereinafter referred to as "Tenant").

Whereas, Landlord and Tenant entered into a certain Lease Agreement dated **August 1st, 2024** (hereinafter referred to as the "Lease"), for Premises therein more particularly described as **2851 Cobb Parkway NW Kennesaw, Suite 105 (Kings Crossing Shopping Center)**.

Now, Therefore, Landlord and Tenant mutually acknowledge and agree as follows:

1. Initially capitalized terms herein shall have the same meaning ascribed thereto in the Lease.
2. The Premises demised in the Lease contain **1,200 Square feet**.
3. The Commencement Date of the Term of the above referenced Lease is **8/1/2024** and the Lease Term ends on **9/30/2029**.
4. Tenant is in full possession of, and has accepted, the Demised Premises and the Lease is in full force and effect. Tenant agrees and acknowledges to Landlord as of the date hereof that Landlord has fulfilled the terms and conditions of the Lease.

In Witness Hereof, the parties hereto have signed and sealed this Agreement, this **1st** Day of **August, 2024**.

LANDLORD:

DocuSigned by:
Ari Minkowicz
69A18CABDF544D Ari Minkowicz

TENANT:

DocuSigned by:
Sangitaben R. Patel
F020E264773412B
Sangitaben R. Patel

Property Management Company: The Shopping Center Group. 300 Galleria Parkway, 12th Floor Atlanta, GA 30339

Nate Butterworth, office #770-738-2452 direct #678-477-5103 Email
Nate.Butterworth@tscg.com

EXHIBIT "J"

Estimated charges for those items set forth in SECTIONS 9A and 12B:

COMMON AREA MAINTENANCE (CAM) OR (CTI), PROPERTY TAXES, and INSURANCE

CAM is currently fixed at [REDACTED] per square foot for the 1st year and will be adjusted annual years 2 thru 5.

It is understood that those charges are estimated only and are subject to change concurrent with actual costs.

Exhibit "K"

DISCLOSURE STATEMENT

SEBRING REAL ESTATE SERVICE, INC ("BROKER")

Tenant/Subtenant/Buyer Sangitaben R. Patel.
Name

Landlord/Sublandlord/Seller Minbro Kennesaw, LLC.
Name

For Transaction involving property
located at
2851 Cobb Parkway NW Kennesaw GA Suite
105 (hereinafter "Property").

Pursuant to Regulation 520-1-.08 of the Georgia Real Estate Commission's Regulations and Georgia's Brokerage Relationships in Real Estate Transactions Act (BRRETA), O.C.G.A. Section 10-6A-1 et seq., Broker makes the following disclosures:

1. In the above transaction, Broker represents:
 - (a) The Tenant/Subtenant/Buyer only;
 - x (b) The Landlord/Sublandlord/Seller only;
 - (c) The Tenant/Subtenant/Buyer and
Landlord/Sublandlord/Seller jointly and such dual
agency is expressly consented to by the parties
by their execution of a Dual Agency Disclosure
and Consent Agreement; or
 - (d) Neither Tenant/Subtenant/Buyer, nor
Landlord/Sublandlord/Seller, but rather Broker is
acting as a transactional broker for both parties
pursuant to BRRETA.

2. In the above transaction, Broker shall receive its compensation from:
 - (a) The Tenant/Subtenant/Buyer only;
 - x (b) The Landlord/Sublandlord/Seller only; or
 - (c) Both Tenant/Subtenant/Buyer and
Landlord/Sublandlord/Seller and such payment is
expressly consented to by the parties by their
signing below

The parties named below acknowledge and consent to the above-described relationships and source or Broker's compensation.

This document may be executed in counterparts; and if so, each shall constitute an original. Receipt of a facsimile signature shall be deemed a receipt of an original of this document.

Landlord/Sublandlord/Seller

Minbro Kennesaw, LLC.

By: Ari Minkowicz

DocuSigned by:
Ari Minkowicz
5DA18CA5F9F544D...

Title: CEO

Date: 7/18/2024

Tenant/Subtenant/Buyer

Sangitaben R. Patel

By: Sangitaben R. Patel

DocuSigned by:
Sangita R. Patel
9025E254773442B...

Title: Omsky inc.

Date: 7/18/2024

DELIVERY OF POSSESSION DATE CERTIFICATE

LANDLORD: Minbro Kenneaw, LLC
TENANT: Sangitaben R. Patel D/B/A Convenience Store
SHOPPING CENTER: Kings Crossing
LEASE DATE: 08.01.2024
PREMISES NUMBER: Suite 105
SQUARE FOOTAGE: 1,200
DELIVERY OF
POSSESSION DATE: 07.29.2024

Landlord and Tenant acknowledge and agree that the Premises described in the above referenced Lease has been delivered to Tenant for the performance of Tenant's Work (as said term is defined in the Lease) on delivery of Possession Date noted above.

LANDLORD:	TENANT: Sangitaben R. Patel D/B/A Convenience Store
Minbro Kennesaw, LLC	
<u>Nate Butterworth</u>	<u>Sangitaben Patel</u>
Print Name:	Print Name:
<u>[Signature]</u>	<u>Patel Sangitaben R</u>
Signature	Signature
<u>Property Manager</u>	<u>owner</u>
Its Property Manager	Its [TITLE]



Item Report

TO: The Honorable Mayor and City Council

FROM: LaMaya Edmonds, Business License Manager

DATE: September 30, 2024

TITLE: **Alcohol License: Cigar Gallery Club**
 Consideration for approval of an Alcohol License for Beer, Wine, Liquor and Sunday Sales for Cigar Gallery Club LLC d/b/a Cigar Gallery Club located at 3600 Cherokee St NW, Suite 102 Kennesaw, GA 30144. Applicant: Victor Rodriguez

Summary:

The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. Current application, background check and fingerprint results are on file. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quiet enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such license shall not have any adverse effect on the private residence.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

100-0000-32-1900 Application Fee \$350

Attachments:

1. Cigar Gallery Club_Redacted



Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

- ☒ Liquor
- ☒ Beer
- ☒ Wine
- ☐ Growler
- ☒ Sunday Sales

License Type (Choose one):

- ☐ Manufacturer
- ☐ Wholesaler
- ☐ Retail Package
- ☒ Retail Pouring

Type of Establishment (Choose one):

- | | |
|--|--|
| ☒ Restaurant | ☐ Bottle House |
| ☐ Night Club | ☐ Convenience Store |
| ☐ Grocery Store | ☐ Indoor Entertainment Hall |
| ☐ Lounge | ☐ Hotel/Motel |
| ☐ Private Club | ☐ Package Store |

Business Type (Choose one):

- ☐ Sole Proprietor
- ☐ Corporation
- ☒ LLC
- ☐ Partnership
- ☐ LLP

Please fill out the below information:

1. Full name of business: Cigar Gallery Club L.L.C.
Doing Business As (DBA): Cigar Gallery Club
Anticipated start date of business: 06/01/2024

2. Business location: 3600 Cherokee St NW, Suite 102 Kennesaw, Ga, 30144
Email address: cigargalleryclub@gmail.com
Phone Number: 470 601 0545
Mailing address: 3600 Cherokee St NW, Suite 102 Kennesaw, Ga, 30144

3. Do you have a certified survey of the location of the property? YES

Does the certified survey indicate that the business is within the designated distance of the following:

- | | | | |
|-------------------------------------|-----------------|---|--|
| a. Private residence | 300 feet radius | ☒ Yes | ☐ No |
| b. School or college | 600 feet radius | ☐ Yes | ☒ No |
| c. Church | 600 feet radius | ☐ Yes | ☒ No |
| d. Public building | 600 feet radius | ☐ Yes | ☒ No |
| e. Hospital | 600 feet radius | ☐ Yes | ☒ No |
| f. Public park | 600 feet radius | ☐ Yes | ☒ No |
| g. Day care center* | 600 feet radius | ☐ Yes | ☒ No |
| h. Alcohol or drug treatment center | 600 feet radius | ☐ Yes | ☒ No |

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

- | | | | |
|-------------------------------------|------------------|------------------------------|-----------------------------|
| a. School or college | 300 feet radius | ☐ Yes | ☐ No |
| b. Retail Liquor Package | 1500 feet radius | ☐ Yes | ☐ No |
| c. Church | 300 feet radius | ☐ Yes | ☐ No |
| d. Day care center* | 300 feet radius | ☐ Yes | ☐ No |
| e. Alcohol or drug treatment center | 300 feet radius | ☐ Yes | ☐ No |

Package Sales Only (Beer or Wine):

- | | | | |
|-------------------------------------|-----------------|------------------------------|-----------------------------|
| a. School or college | 300 feet radius | ☐ Yes | ☐ No |
| b. Alcohol or drug treatment center | 300 feet radius | ☐ Yes | ☐ No |

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

See Code Sections 6-1, 6-42 and 6-43 for distance measurement definition and limitations.

4. For Retail Pouring license, please indicate the following:

Number of pool tables:

N/A

Number of video game machines:

N/A

Size of dance floor:

N/A

Amount of cover charge:

N/A

Will the location have a DJ, and if so, number of times per week:

N/A

5. How many square feet are the following:

a. Dining area:

792

b. Bar area:

164

c. % of total dining space that is a bar area:

54

Is this location new construction or pre-existing? Pre-existing

How is the proposed location zoned? PSC

This section is to be completed and signed by the City of Kennesaw Zoning staff:

Zoning verified by City of Kennesaw Zoning Division staff member 

If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.

If new establishment, parking verified by the Zoning Division staff member _____

If Partnership or LLP:

6. Partnership of LLP Name: _____

Partner/Member: _____
Position: _____
Email Address: _____
Phone Number: _____

Social Security #: _____
Date of Birth: _____
% of Ownership: _____

Home Address: _____

City: _____
State: _____
ZIP: _____

Partner/Member: _____
Position: _____
Email Address: _____
Phone Number: _____

Social Security #: _____
Date of Birth: _____
% of Ownership: _____

Home Address: _____

City: _____
State: _____
ZIP: _____

****Attach additional sheets if needed****

If Corporation or LLC:

7. Corporation or LLC Name: Cigar Gallery Club L.L.C

President/Member: Victor Y Fernandez Rodriguez
Email Address: [REDACTED]
Phone Number: [REDACTED]

Social Security #: [REDACTED]
Date of Birth: [REDACTED] 1984
% of Ownership: 100%

Home Address: 3600 Cherokee St NW, Suite 102

City: Kennesaw
State: GA
ZIP: 30144

VP/Member: _____
Email Address: _____
Phone Number: _____

Social Security #: _____
Date of Birth: _____
% of Ownership: _____

Home Address: _____

City: _____
State: _____
ZIP: _____

Secretary/Member: _____
Email Address: _____
Phone Number: _____

Social Security #: _____
Date of Birth: _____
% of Ownership: _____

Home Address: _____

City: _____
State: _____
ZIP: _____

Treasurer/Member: _____
Email Address: _____
Phone Number: _____

Social Security #: _____
Date of Birth: _____
% of Ownership: _____

Home Address: _____

City: _____
State: _____
ZIP: _____

****Attach additional sheets if needed****

If the business listed in questions 6 or 7 is owned by another firm or corporation, provide the information requested in questions 8 and 9.

8. List corporate name, business name, and % of business owned by the corporation

Corporate Name	Business Name	% Owned
N/A		

9. List name, position, social security number, address, and % owned for each board member of the corporation listed in question 8.

Name	Position	SSN	Home Address	% Owned
N/A				

10. Is the licensee or any owner listed in questions 6 – 9 currently holding an interest or ever been associated with any alcoholic beverage establishment? If yes, list below.

Licensee/Owner Name	Business Name	Address
N/A		

11. List full name and other required information of relatives of the licensee or owners who have or have had any license or any financial or ownership interest in any alcoholic beverage business.

Name/Relationship	Home Address	Business Name/Address
N/A		

12. List the full name and address of the property owner on which the business is to be conducted.

Property Owner: KORUSA AMERICA LLC
Address: P.O Box 956672, Duluth, GA, 30095

13. State the total amount of capital funds to be invested in this business.

\$ [REDACTED]

14. State the amount of personal funds invested by the following:

Licensee/Owner \$ [REDACTED]
Other Owners \$

15. If capital is borrowed, provide the following and attach a copy of the note (s) or evidence of indebtedness, with all attachments, to this application.

Name of Lender	Address	Amount	Date	Interest Rate
N/A				

16. Name the person (s) that will be the manager of this business and provide the following information.

Name	Address	Compensation
Victor Fernandez R.	2094 Clearvista Dr. NW, Acworth, GA 30101	

17. Provide the name and address of your CPA or accounting firm:

Name	Address
Account Force	1400 Market Place Blvd #113 Cumming, GA 30041

18. Has the *business or any business associated with this business* been cited, charged, indicted, have a pending charge or been convicted at any time for any violation of Georgia Law, Federal Law or any rule or regulation of the State revenue commissioner or any rule, regulation or ordinance of the City of Kennesaw, Cobb County or other governmental unit? Yes ☐ No ☒

If yes, give full details.

N/A

19. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse been:

Arrested	Yes ☐ No ☒	Convicted	Yes ☐ No ☒
Detained	Yes ☒ No ☐	Indicted	Yes ☐ No ☒
Pled Guilty	Yes ☐ No ☒	Pled Nolo Contender	Yes ☐ No ☒
On Probation	Yes ☐ No ☒	Any Pending Criminal Charge	Yes ☐ No ☒

If you answered "YES" to any of these questions, list below in complete detail the name, dates, charges, places of arrest and disposition of charge (s). Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

DUI, July 2012 Cobb county

20. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse ever had any interest in any business, ever been a licensee or ever been an officer in any business that was cited, had an employee of any business cited, detained, arrested, indicted or convicted for any offense by any federal, state, county or city government or has any business been warned or had any license placed on probation, denied, suspended or revoked by any federal, state, county or city government? Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

21. Indicate the type of alcohol awareness training and the number of hours of training that is required of owners and employees selling alcoholic beverages for the business. Also, indicate if training is required annually and the number of hours required.

As part of the new employee training they must review the employee handbook, that covers all company policies on serving/selling alcohol within 3 months from date of hire all servers must complete an alcohol safety training course.

22. What types of materials (written materials, signs, badges, etc.) are provided with the training of the employees?

Employee handbook, Alcohol training course, policies on alcohol sales

23. Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia.

Yes ☒ No ☐

24. Are you aware that the sale of alcoholic beverages to an underage person (s) by you or your employees may result in the suspension or revocation of the alcoholic beverage license?

Yes ☒ No ☐

- Surveillance cameras and constant training. Warning signs.

- Surveillance cameras and constant training. Warning signs on the front door.

KENNESAW, GEORGIA
COBB COUNTY

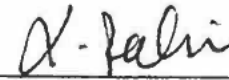
I, Victor Y Fernandez Rodriguez being duly sworn according to law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true and no false or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

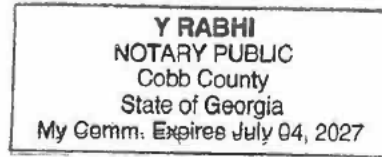
I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.


Signature of Applicant

N/A
Signature of Spouse of Applicant

Sworn to and subscribed before me this
05 day of August, 2024

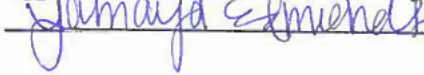

Notary Public



Signature and title of person other than
applicant filing out this application

[Redacted]
Phone Number

Application received in Kennesaw City Hall by:



Application to be heard by Mayor & Council

Date & Time: October 7, 2024

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING



Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

**FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT
TO BE COMPLETE BY RETAIL POURING APPLICANTS ONLY**

NAME OF ESTABLISHMENT: Cigar Gallery Club L.L.C.
ADDRESS OF ESTABLISHMENT: 3600 Cherokee St NW, Suite 102 Kennesaw, Ga, 30144
LICENSEE'S NAME: Victor Y Fernandez Rodriguez

FOOD SALES AND ALCOHOLIC BEVERAGE SALES: Financial reports must be attached to support the reported total or CPA certification must be completed attesting to the reported sales. This information must be provided from the financial records of the above establishment on a calendar year basis or such period during which the establishment has been open.

PERIOD FOR WHICH INFORMATION IS PROVIDED: April 2023 - March 2024 (IF EXISTING BUSINESS, MUST BE A 12 MONTH PERIOD. IF NEW BUSINESS, MUST BE 12 MONTH ESTIMATE.)

Gross Receipts from Food sales this period: [REDACTED] (100 %)
Gross Receipts from Alcoholic Beverage sales this period: [REDACTED] (0 %)
Total Food sales and Alcoholic Beverage sales this period: [REDACTED] (100 %)

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:
There is a Point of Sales System that which separates the sales total by category.

I certify that I have a working knowledge of the books and records of the establishment whose name appears above, and that to the best of my knowledge the figures presented above represent accurate sale totals for the period specified.

CPA NAME (PRINTED) _____ NAME OF CPA FIRM _____ PHONE _____
CPA SIGNATURE _____ BUSINESS ADDRESS _____ CITY/STATE _____ ZIP _____
SWORN UNDER: OATH THIS _____ DAY OF _____, 20____
SIGNATURE OF NOTARY PUBLIC _____

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday from 12:30 p.m. until Monday 2:55 p.m. requires valid alcoholic beverage pouring license, valid Sunday Sales pouring license and that at least 50% of the licensed establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food.

I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of the alcoholic beverage pouring license, including the Sunday Sales pouring license. I further affirm that I understand that the City of Kennesaw Business License Division may audit our records to verify same at its discretion.

Signature of License Owner

Sworn under oath this 05 day of August, 2024

A. Rabin

Notary Public

Y RABHI
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires July 04, 2027



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Contact Information:
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License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Victor Y Fernandez Rodriguez
(Include maiden names and alias names if any)

2. Phone Numbers:

a. Business: (770) 575-0678

b. Cell: [REDACTED]

c. Home:

3. Home Address: 2094 Clearvista Dr. NW, Acworth, GA 30101

4. Business Address: 3600 Cherokee St NW, Suite 102 Kennesaw, Ga, 30144



5. Please fill out the following:

Age: 39

Sex: Male

Height: 5'07"

Color of Hair: Brown

Race: Hispanic

Weight: 185 LB

Color of Eyes: Black

6. Social Security #: [REDACTED]

7. Place of Birth: DOMINICAN REPUBLIC Date of Birth: [REDACTED] 1984

U.S. Citizen: Yes ☐ By Birth ☒ Naturalized

If a naturalized citizen, provide certificate #: [REDACTED]

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #:

and submit copy of I-551 card

Derived Parents Certificate #'s:

Date & Port of Entry:

8. How long have you resided in the City of Kennesaw or Cobb County? 10 years

9. Number of years at this present address? 10 years

10. Are you (Choose one): ☐ Single ☐ Married ☐ Widowed ☒ Divorced

11. If married, complete the following information on spouse.

Full Name of Spouse: N/A

Social Security #:

Spouse's Maiden Name:

Place of Birth:

Date of Birth:

Place of Marriage:

Date of Marriage:

Name of spouse's employer: N/A

Address of employer: _____

U.S. Citizen: _____ ☐ By Birth ☐ Naturalized

If a naturalized citizen, provide certificate #: _____

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: _____

and submit copy of I-551 card

Derived Parents Certificate #'s: _____

Date & Port of Entry: _____

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	<u>Mother / DINELIS</u>	<u>RODRIGUEZ / 1408 shiloh way nw Kennesaw ga 30144</u>
Siblings:	<u>N/A</u>	_____
In-Laws:	<u>N/A</u>	_____
	_____	_____

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

N/A

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

N/A

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
	2000		Republica Dominicana High School		Reública Dominicana		High School



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Contact Information:
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Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: Victor Y Fernandez Rodriguez
Social Security #: [REDACTED]
Residence Address: 2094 Clearvista Dr. NW
City/State/Zip: Acworth, GA 30101
Residence Phone: [REDACTED]

Date of Birth: [REDACTED] 1984
Name of Spouse: N/A
Business/Organization: Cigar Gallery Club L.L.C.
Business Phone: (770) 575-0678
Partner/Officer in any other business? ☐ Yes ☒ No

Assets

Cash on hand in banks
Accounts Receivable
Stocks & Bonds
Real Estate
Cash value of Life Insurance
Automobiles
Deposit Accounts
Credit w/ Financial Institutions
Other Assets (Itemize)

Total Assets

Liabilities

Notes payable to banks - Secured
Notes payable to banks - Unsecured
Accounts Payable
Unpaid Taxes
Mortgage on Real Estate
Other Debts (itemize)
Total Liabilities
Net Worth

Total Liabilities & Net Worth

Source of Annual Income W2 Car Mar and Cigar Gallery
Bonus & Commissions [REDACTED]
Alimony, Child Support, or Separate Income
Itemize all loan sources & Interest
Other Income (Itemize)
Total Income

Salary [REDACTED]
Dividends [REDACTED]
[REDACTED]

Unsatisfied judgments or lawsuits pending?

☐ Yes ☒ No

Are any income tax returns made by you for prior years being contested?

☐ Yes ☒ No

If so, what do you estimate as the additional amount you may be required to pay?

N/A

Are any assets pledged or joint names other than as described above?

☐ Yes ☒ No

Have you ever been declared bankrupt?

☐ Yes ☒ No

Do you have a will?

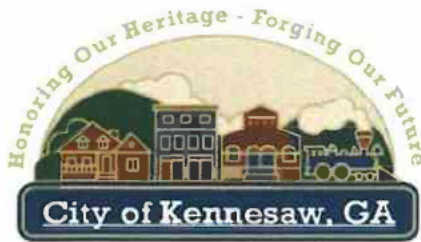
☐ Yes ☒ No

Who is named as your executor?

Beneficiary: N/A

Executor: N/A

As of August 20 24



City of Kennesaw

Alcohol License

Permit No.

A-162

Renewal? Yes or ☒ No

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby authorize City of Kennesaw to conduct an inquiry for the purpose listed below and receive any Georgia and/or national criminal history record information as authorized by the state and federal law. City Ordinance 22-121 Solicitation Licensing.

Full Name (print)	Victor Y Fernandez Rodriguez		
Address	2094 Clearvista Dr. NW, Acworth, GA 30101		
Sex	Race	Date of Birth	Social Security Number
Male	Hispanic	1984	

☒ This authorization is valid for 364 days from date of signature.

Purpose Code Used: (check one)

NON-CRIMINAL JUSTICE PURPOSES	
☒	A- Alcohol License
☐	B- Bail Bonds
☐	E- Adult Entertainment
☐	M- Massage Therapy
☐	P- Pawn & Precious Metal
☐	S- Solicitation Permit

The inquiry resulted in the following: (check all that apply)

☐	No Criminal Record Available
☒	Criminal Record (Attached/Released)
☒	No NCIC/GCIC Warrant
☐	Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____
 Wanting Agency Telephone: _____

Have you ever been **arrested, charged and/or convicted** of a crime in this Country or any other Country for any offense in the last five (5) years? Yes ☒ No ☐

If yes, please list:

Note: Please list all arrests within the last five years regardless of the disposition of the case

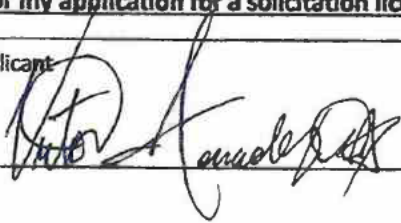
Offense/Charge	Arresting Agency	Date	Disposition
DUI	Cobb county	July 2012	

Are you **currently** on probation or parole for a drug or alcohol offense? Yes ☐ No ☒

I have **received and read** a copy of the Kennesaw Ordinance pertaining to obtaining a solicitation permit.
Yes ☐ No ☒

I hereby certify that all information given by me on this application is complete and true to the best of my knowledge. I further understand that **any falsification or intentional omission of requested information will result in denial of my application for a solicitation license.**

Signature of Applicant



For Department Use Only:

GCIC Operator #:

cm

Reviewed by Chief of Police or designee

Approved ☒

Denied ☐

Reviewed by Business License Clerk or designee:



City Signature

Georgia Only
Criminal History Record Information

Applicant Privacy Rights Notification Policy

Non-Criminal Justice

Standard Operating Procedure

Applicant Notification Policy for information derived from the Georgia Crime Information Center (GCIC) Criminal Justice Information System (CJIS) network.

The City of Kennesaw Business License Division licenses privilege licenses (alcohol, massage, precious metal, pawn, bail bondsmen, adult entertainment) and as a part of the process conducts fingerprint based background checks through the Georgia Crime Information Center. Prior to fingerprinting, each individual must complete an application and receive a copy of both the Applicant Privacy Rights and the Privacy Act Statement. The City of Kennesaw Business License Division provides the applicant with the privacy rights as part of the application packet and as a poster near the live scan machine.

Once the applicant has read the Applicant Privacy Rights and the Privacy Act Statement, the applicant will sign the Applicant Privacy Rights Notification Signature Form stating the notification was received.

The City of Kennesaw Business License Division will maintain the signed document with the applicant's fingerprints for at least the duration of the audit cycle, which is no less than three years.

Record Challenge/Correction

If an applicant chooses to challenge the accuracy of the criminal history record or needs to correct or update a record, they will be given thirty (30) days to do so. The applicant will be notified that the procedures for challenging an FBI record are set forth in 28 CFR 16.30 through 16.34 and the procedures for challenging a Georgia record can be found on the GBI website.

The applicant will be given a copy of the fingerprint-based criminal history record if a challenge or correction is pursued, otherwise the applicant will not be provided a copy of the record.

The City of Kennesaw Business License Division is not authorized to release the name-based criminal history record.

Appeal Process

The applicant is provided an opportunity to appeal an adverse decision that was based on the criminal history record information provided from the fingerprint-based background check. The procedures for the appeal process are as follows:

- Applicant must submit a request in writing to the Business License Manager stating the reason the adverse decision should be reviewed. The request should include the applicant's name, date of notification of adverse decision, and an explanation of why the decision should be overturned.
- The Business License Manager will provide the written request to the Finance Director. The Finance Director will review the appeal and the applicant will be notified within ten (10) days of the decision regarding the license application.

Applicant Privacy Rights
Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the [FBI website](#).

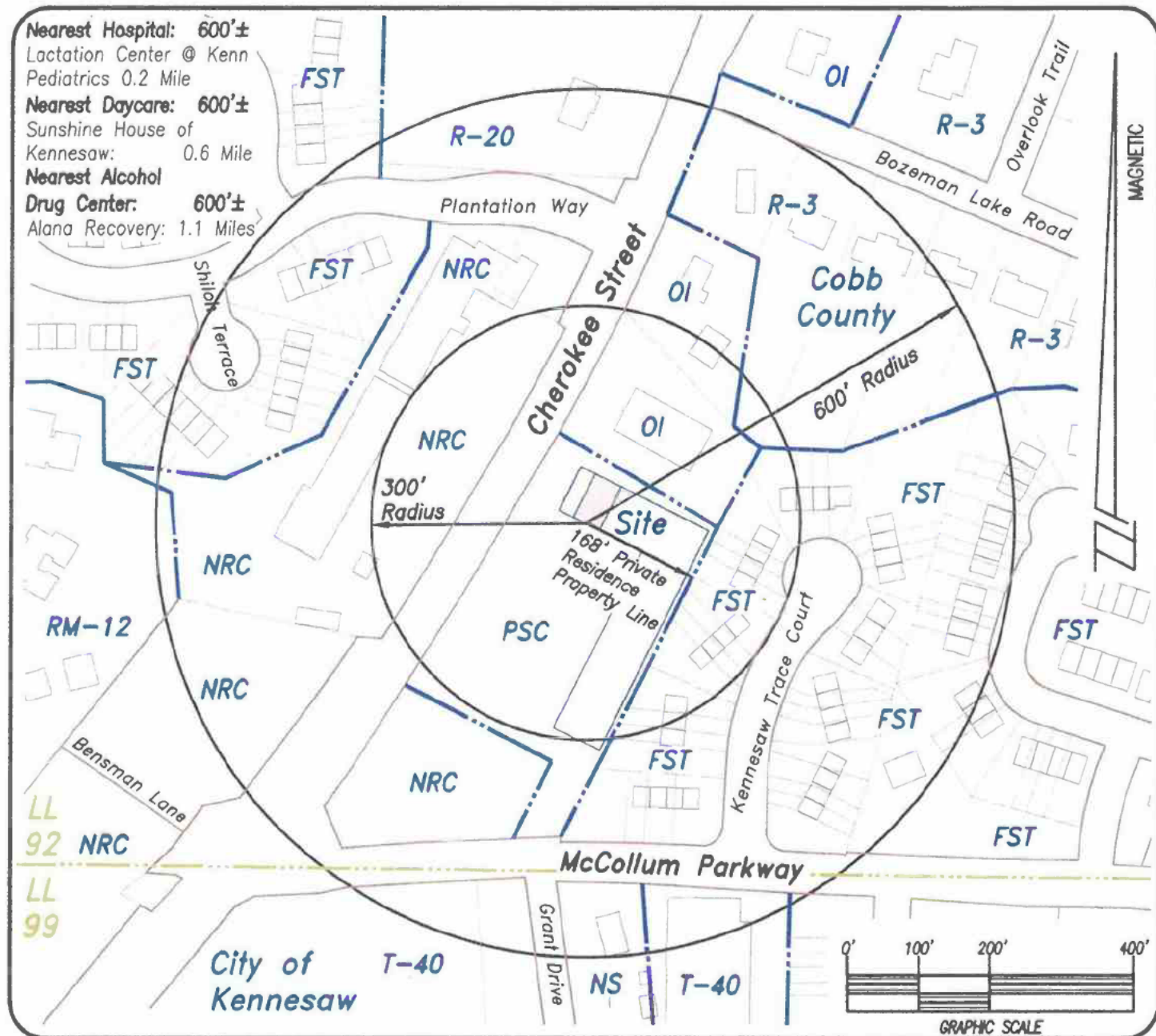


Signature

Victor Y Fernandez Rodriguez

Print Name

Date



Selling on the Premises:
Liquor, Wine and Malt Beverages

Nearest Private Residence Property Line:
1310 Kennesaw Trace Court: 168'±
Nearest School Bus Stop: 340'±
Cul-De-Sac of Kennesaw Trace Court
Nearest Public Library: 600'±
KSU Horace W. Sturgis Library: 1.9 Miles
Nearest Church: 600'±
Shiloh Community Church: 0.5 Mile
Nearest School Property Line: 600'±
St Catherine of Siena Catholic: 1.4 Miles
Nearest Public Park: 600'±
McCollum Park: 0.2 Mile
Nearest Liquor Store: 600'±
Acworth Kennesaw Liquor Store: 0.7 Mile

Property Address:

3600 Cherokee Street
Suite 102
Kennesaw, Georgia 30144



For The Firm
CC Land Surveyors, Inc.

SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

Cigar Gallery Club & Lounge

Contact:

Victor Y Fernandez Rodriguez

LAND LOT: 92	DISTRICT: 20th	SECTION: 2nd
CITY: KENNESAW	SCALE: 1" = 200'	
COUNTY: COBB	STATE: GEORGIA	

REFERENCE PLAT BOOK/PAGE:

FIELD DATE: N.A. CAD DRAFTING DATE: 08/02/2024

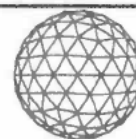
REVISIONS:

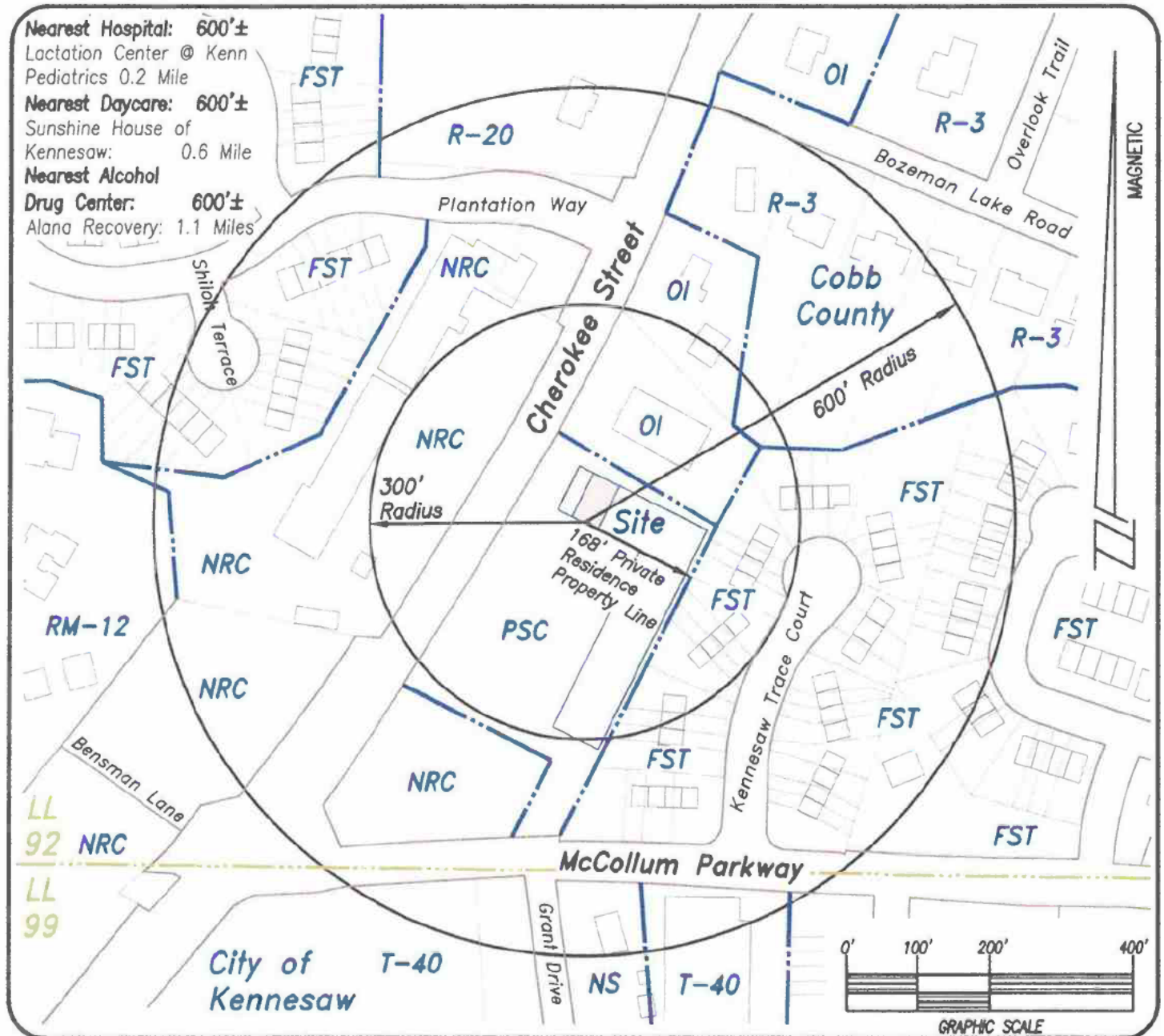
Field Crew: N.A. Drawn By: VH Checked By: CC Approved By: CC

LOCATION: 2024 JOB No.: 3600 Cherokee Street

CC Land Surveyors

PO BOX 801143
Acworth, Georgia 30101
770-975-3933 ~ 770-420-2274 (fax)
www.ccland.com





Selling on the Premises:
Liquor, Wine and Malt Beverages

Nearest Private Residence Property Line:
1310 Kennesaw Trace Court: 168'±

Nearest School Bus Stop: 340'±
Cul-De-Sac of Kennesaw Trace Court

Nearest Public Library: 600'±
KSU Horace W. Sturgis Library: 1.9 Miles

Nearest Church: 600'±
Shiloh Community Church: 0.5 Mile

Nearest School Property Line: 600'±
St Catherine of Siena Catholic: 1.4 Miles

Nearest Public Park: 600'±
McCollum Park: 0.2 Mile

Nearest Liquor Store: 600'±
Acworth Kennesaw Liquor Store: 0.7 Mile

Property Address:

3600 Cherokee Street
Suite 102
Kennesaw, Georgia 30144



For The Firm
CC Land Surveyors, Inc.

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Cigar Gallery Club & Lounge

Contact:
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REVISIONS:

Field Crew: N.A. Drawn By: VH Checked By: CC Approved By: CC

LOCATION: 2024

JOB No.: 3600 Cherokee Street

CC Land Surveyors

PO BOX 801143

Acworth, Georgia 30101

770-975-3933 ~ 770-420-2274 (fax)

www.ccland.com



GEORGIA
DRIVER'S LICENSE

Governor: *B. Perdue*

Commissioner: *Spencer R. Moore*

DL 

4d DL NO. [REDACTED] 3 DOB [REDACTED] 1984
9 CLASS C 4b EXP [REDACTED] 2026

2 VICTOR YUNIOR
1 FERNANDEZ RODRIGUEZ

8 2094 CLEARVISTA DR NW
ACWORTH, GA 30101-8823
COBB

12 REST A
9a END NONE
4a ISS 07/14/2020
15 SEX M 18 EYES BLK
16 HGT 5'-07" 17 WGT 185 lb

Victor Fernandez

5 DD 423545173910019229



01/02/2019
www.dds.georgia.gov

10001821988

MEDICAL INFORMATION: NONE

CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: A-None

DOB: [REDACTED] 1984



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed

Secretary of State

Filing Date: 3/15/2024 4:20:35 PM

BUSINESS INFORMATION

CONTROL NUMBER	20172889
BUSINESS NAME	Cigar Gallery Club L.L.C
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/15/2024
ANNUAL REGISTRATION PERIOD	2024, 2025, 2026

PRINCIPAL OFFICE ADDRESS

ADDRESS	2094 Clearvista Dr NW, Acworth, GA, 30101, USA
---------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Victor Fernandez	2094 Clearvista Dr NW, Acworth, GA, 30101, USA	Cobb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Victor Fernandez
AUTHORIZER TITLE	Organizer

CERTIFICATE OF CITIZENSHIP

No. [REDACTED]

DEPARTMENT OF HOMELAND SECURITY

Personal description of holder
as of date of naturalization:

U.S.C.S. Registration No. A045237080

I verify that the description given is true, and that the photograph affixed
hereto is a likeness of me.

Date of birth: NOVEMBER 22, 1984

Sex: MALE

Height: 5 feet 7 inches

Marital status: MARRIED

Country of former nationality:
DOMINICAN REPUBLIC

Be it known that, pursuant to an application filed with the Secretary of
Homeland Security

at: ATLANTA, GEORGIA

The Secretary having found that:

VICTOR YUNIOR FERNANDEZ RODRIGUEZ

residing at: ACWORTH, GEORGIA

having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: ATLANTA, GEORGIA

on: SEPTEMBER 12, 2014

such person is admitted as a citizen of the United States of America.

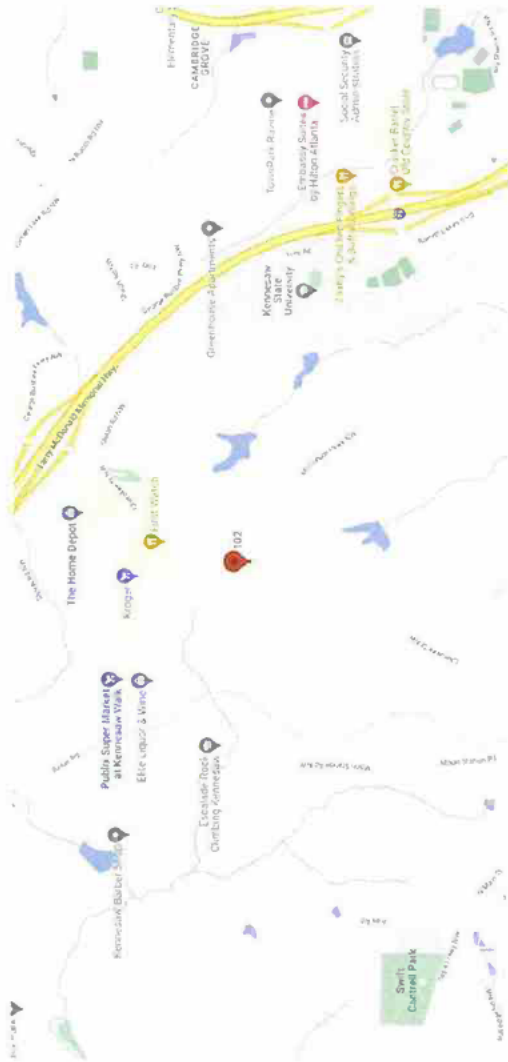


for Acting

U. S. Citizenship and Immigration Service

ALTERATION OF INDENT OF THIS DOCUMENT
IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY



APPLICABLE CODES:
 +International Building Code, 2018 Edition, with Georgia Amendments (2020) - (Effective January 1, 2020)
 +International Residential Code, 2018 Edition, with Georgia Amendments (2020) - (Effective January 1, 2020)
 +International Fire Code, 2018 Edition, with Georgia Amendments (2020) - (Effective January 1, 2020)
 +International Plumbing Code, 2018 Edition, with Georgia Amendments (2020) - (Effective January 1, 2020)
 +International Mechanical Code, 2018 Edition, with Georgia Amendments (2020) - (Effective January 1, 2020)
 +International Fuel Gas Code, 2018 Edition, with Georgia Amendments (2020) - (Effective January 1, 2020)
 +National Electrical Code, 2018 Edition, with Georgia Amendments (2020) - (Effective January 1, 2020)
 +International Energy Conservation Code, 2015 Edition, with Georgia Supplements and Amendments (2020) - (Effective January 1, 2020)
 +2012 NFPA 101 - Life Safety Code 2018 Edition with State Amendments (2020) Design with Georgia Amendments 1203-3.20

Owner:
 Victor Fernandez
Address:
 3500 Cherokee Street NW
 Suite 102
 Kennesaw, GA 30144
Project:
 Cigar Gallery
 Kitchen & Bar Renovation of Existing Space
 Space: 1800 Gross Square Feet
 Assembly A2
 Sprinklered, Type II Construction
 98 Occupants

Occupancy:

Rm#	Rm Name	SF	OCC/SF	OCC
1	Lobby	80	7	12
2	Seating	792	15	53
4	Front Desk	80	150	1
7	Humidor	277	15	22
8	Proposed Bar	112	100	2
10	Storage	65	100	1
11	Storage	60	100	1
12	Restroom	50	-	-
13	Prop Kitchenette	134	100	2
14	Bar Seating	52	4 Seats	4

Total-----98 Occupants

Sheet Number	Sheet Name
A000	Coversheet
A100	Existing Conditions
A101	Proposed
A102	Life Safety
A501	Details



RELEASED FOR CONSTRUCTION

Ryan Crooks, Architect
 ryan@ryancrooks.com
 404.966.2142
 2783 Ashburn Lane
 Atlanta, GA 30341

Victor Fernandez
Cigar Gallery

No.	Description	Date

Coversheet

Project number 22074620
 Date Aug 18, 2022
 Drawn by Author
 Checked by Checker
 Scale

A000

Scale

Existing Conditions

Project number 22074620

Date Aug 18, 2022

Drawn by Author

Checked by Checker

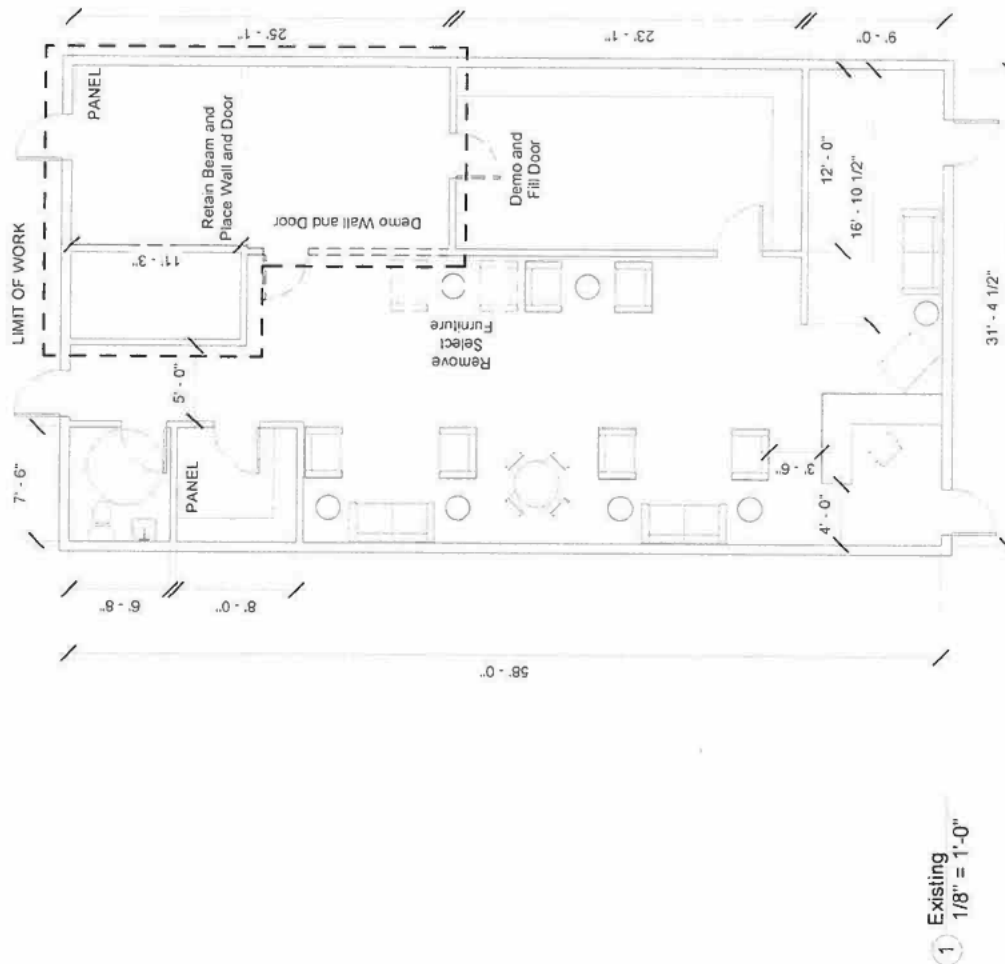
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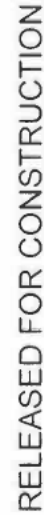
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[illegible]

Victor Fernandez
Cigar Gallery

Ryan Crooks, Architect
ryan@ryancrooks.com 2783 Ashburn Lane
404.566.2142 Atlanta, GA 30341

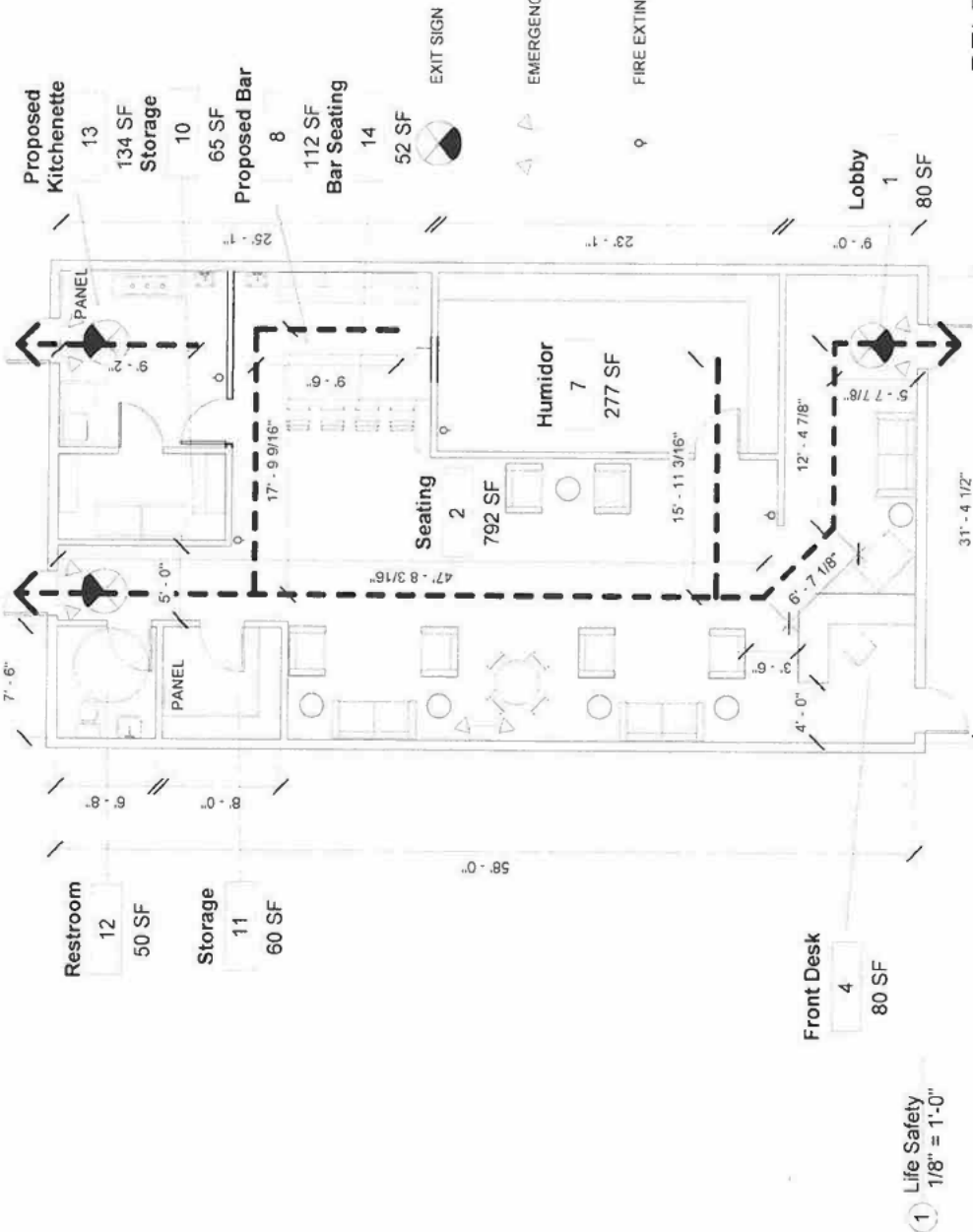




Project number	22074620
Date	Aug 18, 2022
Drawn by	Author
Checked by	Checker

Scale As indicated

Ryan Crooks, Architect
ryan@ryancrooks.com 2783 Ashburn Lane
404.966.2142 Atlanta, GA 30341



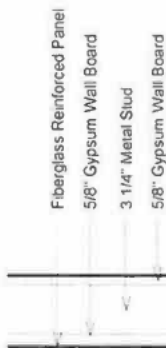
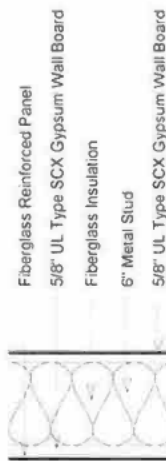
Occupancy				
Rm#	Rm Name	SF	OCC/IF	OCC
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11	Storage	60	100	1
12	Restroom	50	-	-
13	Prop Kitchenette	134	100	2
14	Bar Seating	52	4 Seats	4
Total				98 Occupants



RELEASED FOR CONSTRUCTION

Ryan Crooks, Architect ryan@ryancrooks.com 2783 Ashburn Lane Atlanta, GA 30341 404.966.2142		Victor Fernandez Cigar Gallery		Life Safety Project number 22074520 Date Aug 18, 2022 Drawn by Author Checked by Checker		A102 Scale 1/8" = 1'-0"	
No.	Description	Date					

Fire Rated Wall: UL U419



1 FRP Wall
1 1/2" = 1'-0"

2 FRP Panel Insulated Wall
1 1/2" = 1'-0"

NO.	EQUIPMENT
1	4FT SHELVING
2	FREEZER
3	REFRIGERATOR
4	4FT SHELVING
5	SMALL CONVECTION MICROWAVE OVEN
6	4FT TABLE
7	4FT HOOD
8	3-BASIN SINK
9	HAND SINK
10	KITCHEN FIRE EXTINGUISHER
11	HAND SINK



3 Sanitary Riser Diagram
3/32" = 1'-0"

Finish Schedule

Rm #	Room Name	Walls	Ceiling	Floor
8	Proposed Bar	5/8" Gypsum Wall Board White on 3-1/4" Metal Studs	Existing 2'x4' Gypsum Tile	Existing Tile Floor
10	Storage	3/32 in x 4 ft x 10 ft Crane Composites GLASBORD FRP w/ Surfaseal - White - Code KW4x10 on 5/8" GWB on 3-1/4" Metal Studs or Similar	1/2"x2"x2" Gypsum Tile FireShield G w/ Vinyl Laminate w/ 24"x24" LED Troffers White or Similar	Concrete Floor with Non-Slip Mats
13	Proposed Kitchenette	3/32 in x 4 ft x 10 ft Crane Composites GLASBORD FRP w/ Surfaseal - White - Code KW4x10 on (2)5/8" GWB Both Sides on 3-1/4" Metal Studs or Similar	1/2"x2"x2" Gypsum Tile FireShield G w/ Vinyl Laminate w/ 24"x24" LED Troffers White or Similar	Concrete Floor with Non-Slip Mats
14	Bar Seating	5/8" Gypsum Wall Board White on 3-1/4" Metal Studs	Existing 2'x4' Gypsum Tile	Existing Tile Floor



RELEASED FOR CONSTRUCTION

Ryan Crooks, Architect
ryan@ryancrooks.com 2783 Ashburn Lane
404.966.2142 Atlanta, GA 30341

Victor Fernandez
Cigar Gallery

No.	Description	Date

Details	
Project number	22074620
Date	Aug 18, 2022
Drawn by	Author
Checked by	Checker
Scale As indicated	

A501



CIGAR GALLERY CLUB

KENNESAW | EST. 2022

CHARCUTERIE

Charcuterie Board \$16
Chef's selection of meats
and cheeses.

Sandwich

Cubano \$12
Cuban bread, Ham, Roasted Pork, Swiss
Cheese, Pickles, Mayo and Mustard.

Media Noche \$12
Cuban sweet roll, Ham, Roasted pork,
Swiss cheese, Pickles Mayo and Mustard.

Flatbread Pizzas

Pepperoni \$12
Homemade *Paleo* Pizza Sauce, Pepperoni and
Mozzarella cheese

Margherita \$12
Homemade *Paleo* Pizza Sauce,
Fresh Mozzarella and Basil

Triple Meat \$13
Homemade *Paleo* Pizza Sauce, Crumbled
sausage, pepperoni slices and
Mozzarella cheese.

Cheese \$10
Homemade *Paleo* Pizza Sauce and
Mozzarella cheese

TAPAS

\$9

EMPANADA SAMPLER

1- Chicken 1- BEEF
1- CHEESE

\$9

PATATAS BRAVAS

Roasted organic potatoes
spicy rub, aioli,
in house brava sauce

\$8

CUBAN CROQUETAS

Cuban style croquettes
stuffed
with ham and served with
cilantro sauce

Coffee

Café Con Leche \$4.50
Cortadito \$3.25
Cuban Coffee \$2.50
Latte \$4.50

Desserts

Tres Leches Cake \$7
Dominican Flan \$6



CERTIFICATE OF COMPLETION

This certifies that

Victor Yunior Fernandez Rodriguez

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
08/07/2024



Expiration Date
08/07/2027



Certificate #
ON-000034436169

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



On-Premise

Issued: 08/07/2024

Certificate #: ON-000034436169

Victor Yunior Fernandez Rodriguez
3600 Cherokee St NW Suite 102
Kennesaw GA 30144

CERTIFIED

Expires: 08/07/2027



Phone: 800-438-8477

www.gettips.com

This card was issued for successful completion of the TIPS program.

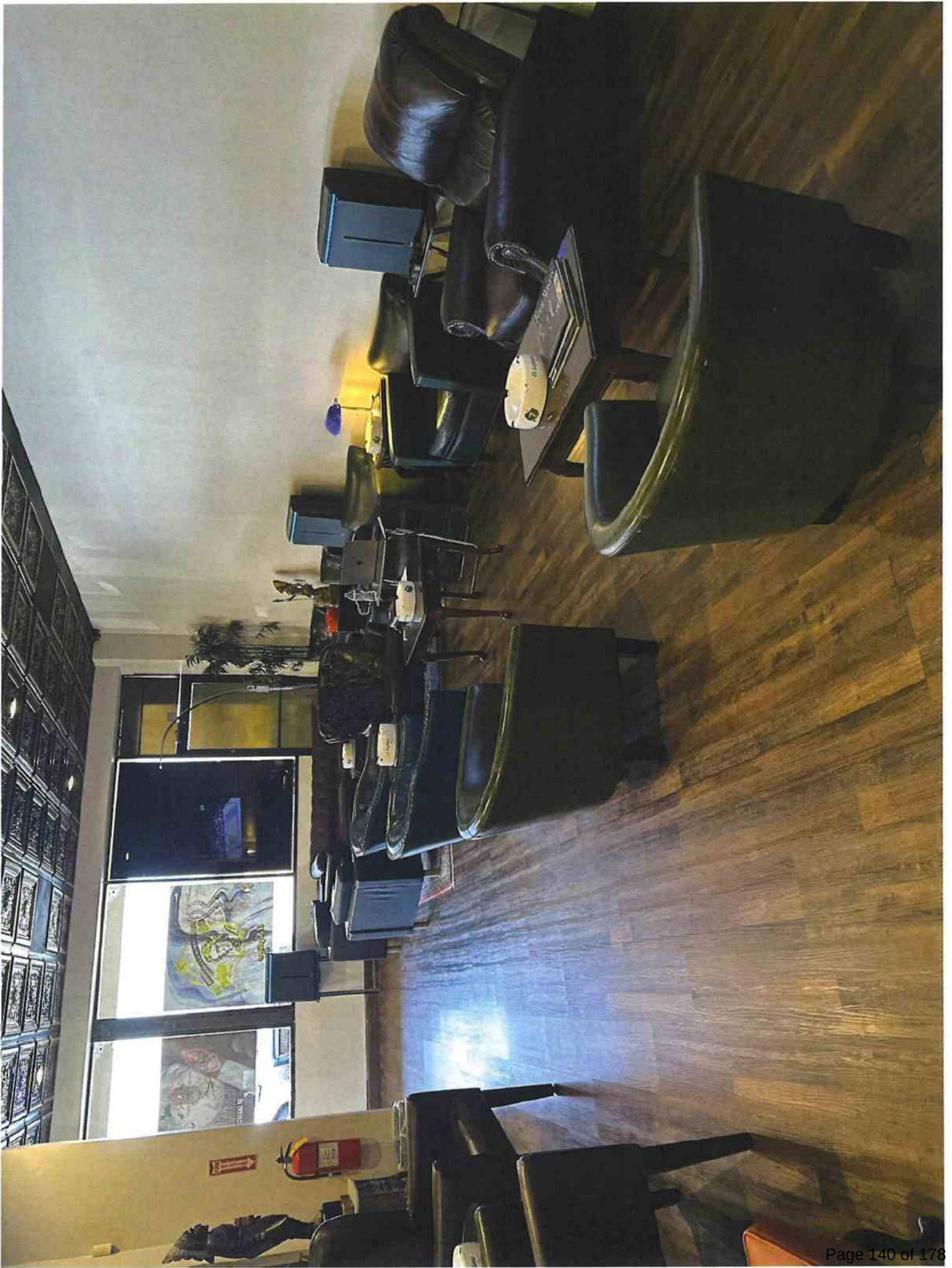
Signature _____



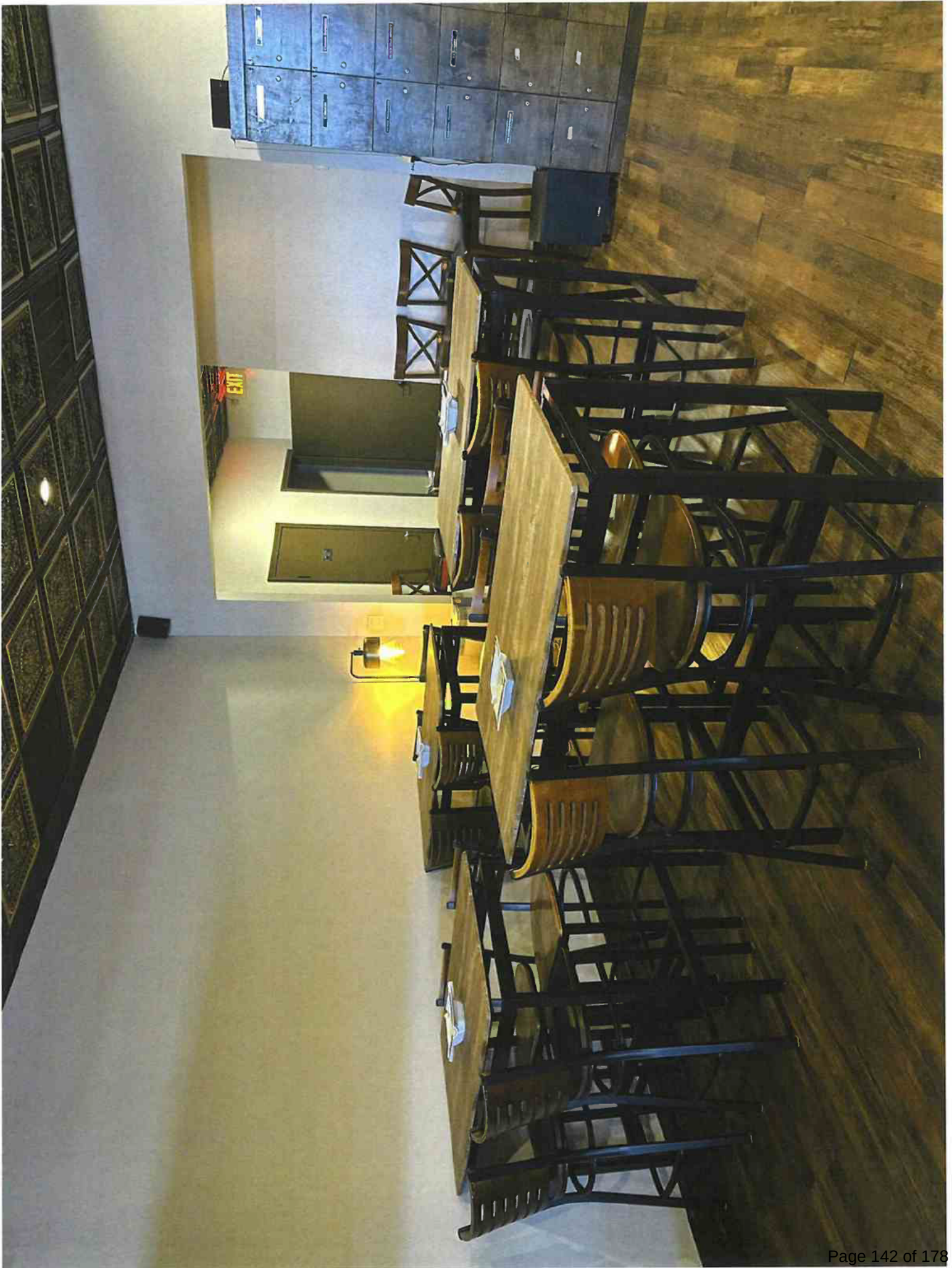
CIGARS

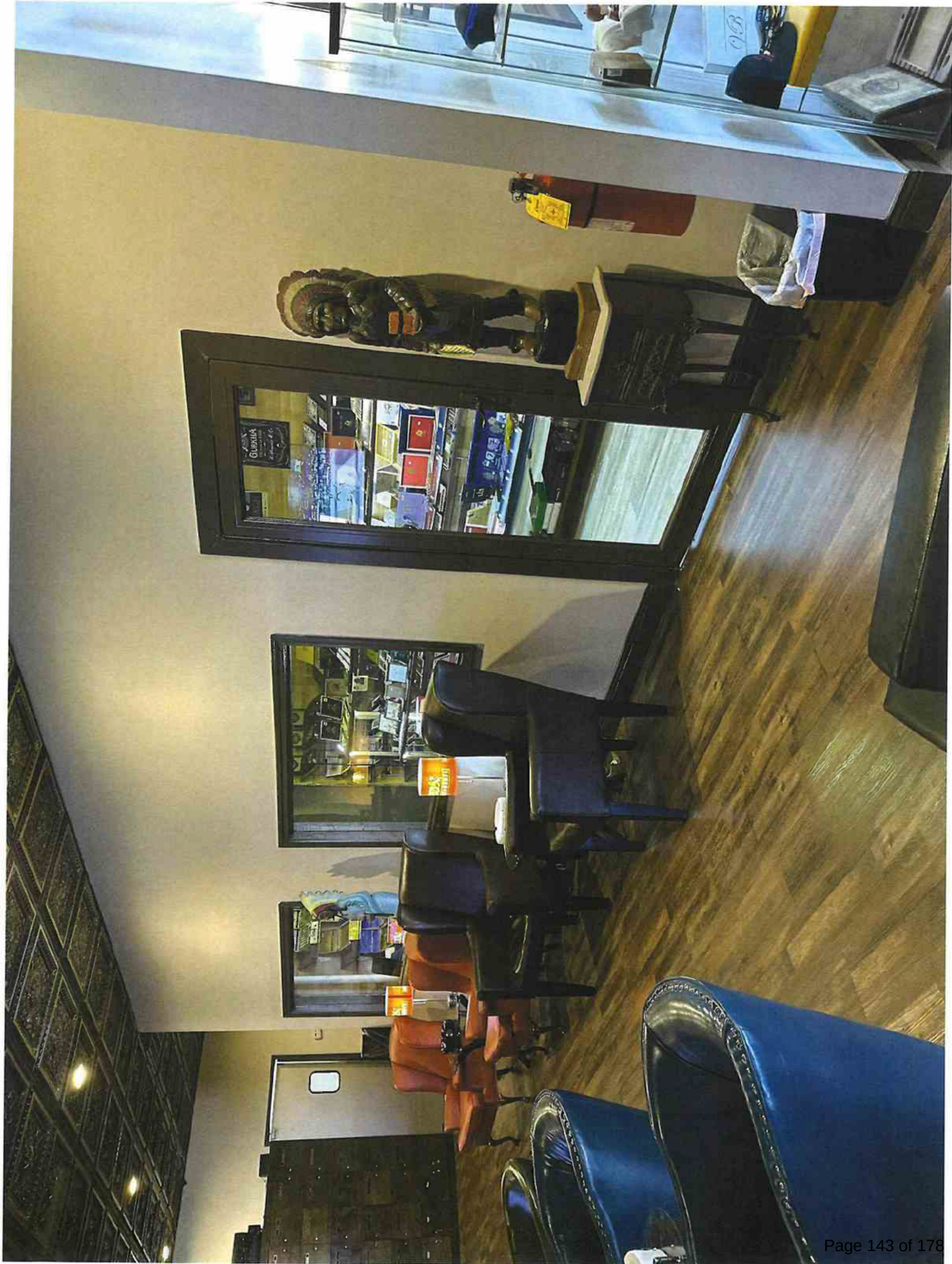
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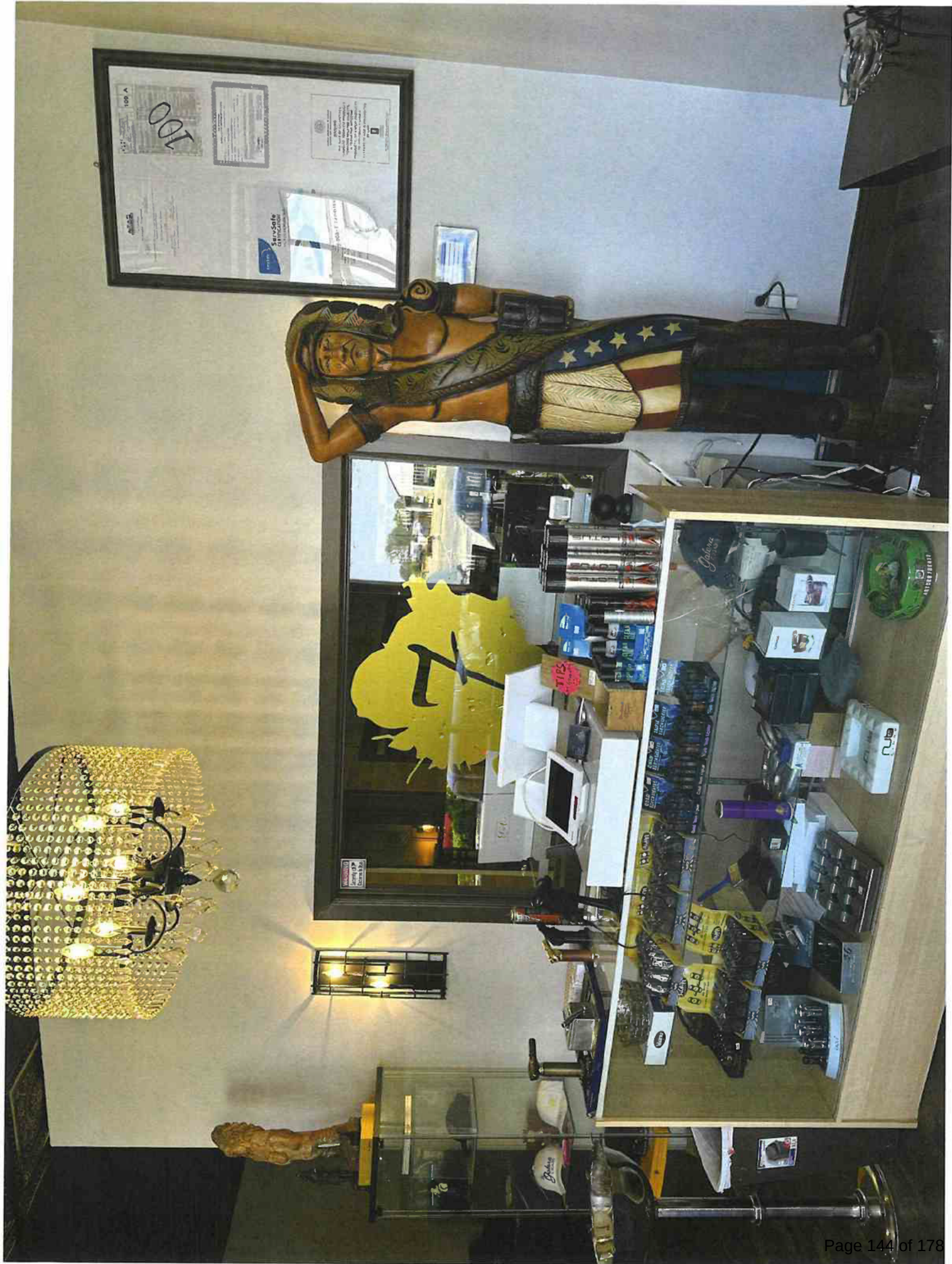
CIGARS

















Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: September 30, 2024
TITLE: **Crime Statistics: August 2024**

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. August 2024 Crime Statistics (M+C)



August 2024 Crime Statistics

Crimes	August 2024	August 2023	YTD (01/01/24)- (08/31/24)	YTD (01/01/23)- (08/31/23)
Assault Offenses	16	33	220	247
Motor Vehicle Theft	3	1	21	9
Burglary	1	5	23	21
Homicide Offenses	1	0	2	0
Larceny	9	8	76	92
Sex Offenses	1	1	10	15
Robbery	0	1	2	7
Total	31	49	354	391

	August 2024	August 2023	YTD (01/01/24)- (08/31/24)	YTD (01/01/23)- (08/31/23)
Dispatched Calls for Service	779 (-57)	836	6121 (-559)	6680
Self-Initiated Activity	1377 (+193)	1184	9549 (+1207)	8342
Traffic Citations	593 (-436)	1029	4667 (-1646)	6313
Traffic Warnings*	687 (+512)	175	4807 (+2635)	2172
Arrests**	73 (-34)	107	766 (+54)	712

*Warnings do not include verbal warnings
 **Arrests statistics do not include juveniles

	August 2024	August 2023	YTD (01/01/24)- (08/31/24)	YTD (01/01/23)- (08/31/23)
Auto Accident	106 (-11)	117	836 (-29)	865
Accident W/ Injury	9 (-4)	13	67 (-28)	95
Hit and Run	8 (-9)	17	89 (-32)	121
Hit and Run W/ Injury	0	0	1	1
Person Hit by Auto W/ Injury	0 (-1)	1	5 (-1)	4





Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: September 30, 2024

TITLE: **Resolution: 3238 Cherokee Street and 3248 Cherokee Street ROW and Property Acquisition**
 Consideration to approve a resolution to acquire the Right of Way, Permanent Easement and Temporary Easements from 3238 Cherokee Street and 3248 Cherokee Street (Parcels 23, 24 and 25) needed for the Cherokee Street Improvement Project

Summary:

Staff is requesting approval of a resolution to acquire the Right of Way, Permanent Easement and Temporary Easements from 3238 Cherokee Street and 3248 Cherokee Street (Parcels 23, 24 and 25) needed for the Cherokee Street Improvement Project and to settle issues related to the acquisition of these property interests for the sum of \$710,000.00 and the stipulations included as Exhibit C.

The City seeks to acquire 2,900 square feet of right of way, 94 square feet of permanent easement, 3,020 square feet of temporary construction easement and 1,043 square feet of temporary driveway easement for the Cherokee Street Improvement Project from the tract at 3238 Cherokee Street (Parcels 23 and 24).

The City seeks to acquire 580 square feet of right of way, 603 square feet of temporary construction easement and 1,122 square feet of temporary driveway easement for the Cherokee Street Improvement Project from the tract at 3248 Cherokee Street (Parcel 25).

Both properties are owned by Mostly Mutts Animal Rescue and Adoption, Inc., a Georgia non-profit corporation ("Mostly Mutts").

Mostly Mutts has agreed to convey the right of way and property interests needed by the City from both properties for the sum of \$710,000.00. The legal descriptions for the City's proposed acquisition are attached as Exhibit A and are shown on the plats attached as Exhibit B. The additional terms and stipulations of the agreement between the parties are included in Exhibit C.

Recommendation:

The Public Works Director recommends approval of the acquisition of the described property interests for the stated sum and the terms included in Exhibit C.

Fiscal Impact:

2011 SPLOST - Cherokee St - 310.4228.54.148400.00000

Attachments:

1. RES 2024 - Parcel 24, 25, and 26
2. Exh. B - p.1
3. Exh. B - p.2
4. Exh. B - p.3
5. Exhibit C

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024- __, 2024

RESOLUTION TO APPROVE RIGHT OF WAY AND PROPERTY ACQUISITION FROM 3238 CHEROKEE STREET AND 3248 CHEROKEE STREET FOR THE CHEROKEE STREET IMPROVEMENT PROJECT IN EXCHANGE FOR THE SUM OF \$710,000.00 AND THE TERMS AND STIPULATIONS OUTLINED IN EXHIBIT C HERETO.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS:

WHEREAS, the City seeks to acquire 2900 square feet of right of way, 94 square feet of permanent easement, 3020 square feet of temporary construction easement and 1043 square feet of temporary driveway easement for the Cherokee Street Improvement Project from the tract at 3238 Cherokee Street (Parcels 23 and 24); and

WHEREAS, the City also seeks to acquire 580 square feet of right of way, 603 square feet of temporary construction easement and 1122 square feet of temporary driveway easement for the Cherokee Street Improvement Project from the tract at 3248 Cherokee Street (Parcel 25); and

WHEREAS, both properties are owned by Mostly Mutts Animal Rescue and Adoption, Inc., a Georgia non-profit corporation ("Mostly Mutts"); and

WHEREAS, Mostly Mutts has agreed to convey the required right of way and property interests to the City for the sum of \$710,000.00 and the terms and stipulations in Exhibit C attached hereto and incorporated herein by reference; and

WHEREAS, the legal descriptions for the City's proposed acquisition are attached as Exhibit A to this Resolution and incorporated herein by reference and are shown on the plats attached as Exhibit B to this Resolution and incorporated herein by reference; and

WHEREAS, the additional terms and stipulations of the agreement between the parties as to the acquisition of these property interests are included in Exhibit C attached to this Resolution and incorporated herein by reference.

BE IT RESOLVED by the Mayor and Council of the City of Kennesaw that the proposed acquisition of property interests from Mostly Mutts for the Cherokee Street Improvement Project be authorized and ratified as follows:

- a. The City will acquire the property interests described in Exhibit A and shown on Exhibit B to this Resolution for the Cherokee Street Project.

- b. The City will pay the sum of \$710,000.00 to Mostly Mutts for the acquisition of these property interests.
- c. The City approves and agrees to the terms and stipulations in Exhibit C to this Resolution.

BE IT FURTHER RESOLVED this Resolution shall become effective from and after its adoption and execution by the Mayor.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of October 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

Exhibit A – p.1
Required Right-of-Way for Parcel 23:
Mostly Mutts Animal Rescue & Adoptions

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee Street, and referenced as Parcel 23 on Right-of-Way Plans Exhibit Parcel 23 of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated February 12, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly Right-of-Way line of Ben King Rd (80 foot Right-of-Way) with the Easterly Right-of-Way line of Cherokee Street (Variable Right-of-Way); said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and Northerly along the existing Easterly Right-of-Way of Cherokee Street on a bearing of North 34 degrees 53 minutes 50 seconds East, a distance of 74.14 feet to a point;

THENCE, leaving said Right-of-Way on a bearing of South 69 degrees 07 minutes 02 seconds East, a distance of 8.14 feet to a point at the proposed Right-of-Way of Cherokee Street;

THENCE, following said Right-of-Way along the arc of a curve to the left, having an arc length of 124.03 feet, a radius of 62.50 feet, and whose chord lies on a bearing of South 28 degrees 27 minutes 53 seconds East, a distance of 104.66 feet to a point;

THENCE, on a bearing of South 74 degrees 20 minutes 03 seconds East, a distance of 10.80 feet to a point on the existing Northerly Right-of-Way of Ben King Rd;

THENCE, continuing along said Right-of-Way on a bearing of North 80 degrees 14 minutes 11 seconds West, a distance of 17.74 feet to a point;

THENCE, on a bearing of North 69 degrees 52 minutes 42 seconds West, a distance of 98.85 feet to the POINT OF BEGINNING.

The herein described required Right-of-Way contains 2,076 Square Feet or 0.048 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.2
Temporary Construction Easement Area 1 for Parcel 23:
Mostly Mutts Animal Rescue & Adoptions

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee Street, and referenced as Parcel 23 on Right-of-Way Plans Exhibit Parcel 23 of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated February 12, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly Right-of-Way line of Ben King Rd (80 foot Right-of-Way) with the Easterly Right-of-Way line of Cherokee Street (Variable Right-of-Way), THENCE, Northerly along the existing Easterly Right-of-Way of Cherokee Street on a bearing of North 34 degrees 53 minutes 50 seconds East, a distance of 74.14 feet to a point; THENCE, leaving said existing Right-of-Way of Cherokee Street on a bearing of South 69 degrees 07 minutes 02 seconds East, a distance of 8.14 feet to a point at the proposed Right-of-Way of Cherokee Street; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and Easterly on a bearing of South 67 degrees 07 minutes 02 seconds East, a distance of 7.07 feet to a point;

THENCE, along the arc of a curve to the left, having an arc length of 101.44 feet, a radius of 55.50 feet, and whose chord lies on a bearing of South 23 degrees 01 minutes 19 seconds East, a distance of 87.90 feet to a point;

THENCE, on a bearing of South 80 degrees 29 minutes 48 seconds East, a distance of 141.12 feet to a point;

THENCE, on a bearing of South 09 degrees 56 minutes 42 seconds East, a distance of 8.68 feet to a point on the existing Northerly Right-of-Way of Ben King Rd;

THENCE, continuing along said existing Right-of-Way on a bearing of North 80 degrees 14 minutes 50 seconds West, a distance of 120.12 feet to a point on the proposed Right-of-Way of Cherokee Street;

THENCE, continuing along said proposed Right-of-Way on a bearing of North 74 degrees 20 minutes 03 seconds West, a distance of 10.80 feet to a point;

Exhibit A – p.3

THENCE, along the arc of a curve to the right, having an arc length of 124.03 feet, a radius of 62.50 feet, and whose chord lies on a bearing of North 28 degrees 27 minutes 53 seconds West, a distance of 104.66 feet to the POINT OF BEGINNING.

The herein described required temporary construction easement contains 1,920 Square Feet or 0.044 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.4
Temporary Construction Easement Area 2 for Parcel 23:
Mostly Mutts Animal Rescue & Adoptions

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee Street, and referenced as Parcel 23 on Right-of-Way Plans Exhibit Parcel 23 of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated February 12, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly Right-of-Way line of Ben King Rd (80 foot Right-of-Way) with the Easterly Right-of-Way line of Cherokee Street (Variable Right-of-Way);
THENCE, Easterly along the existing Northerly Right-of-Way of Ben King Rd on a bearing of South 69 degrees 52 minutes 42 seconds East, a distance of 98.85 feet to a point;
THENCE, continuing along said Right-of-Way on a bearing of South 80 degrees 14 minutes 11 seconds East, a distance of 17.74 feet to a point;
THENCE, on a bearing of South 80 degrees 14 minutes 50 seconds East, a distance of 120.12 feet to a point;
THENCE, on a bearing of South 80 degrees 10 minutes 46 seconds East, a distance of 51.54 feet to a point; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and Northerly leaving said Right-of-Way on a bearing of North 02 degrees 03 minutes 29 seconds East, a distance of 10.48 feet to a point;

THENCE, on a bearing of South 71 degrees 45 minutes 44 seconds East, a distance of 70.91 feet to a point on the existing Northerly Right-of-Way of Ben King Rd;

THENCE, following said Right-of-Way on a bearing of North 80 degrees 10 minutes 46 seconds West, a distance of 68.73 feet to the POINT OF BEGINNING.

The herein described required temporary construction easement contains 357 Square Feet or 0.008 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.5
Driveway Easement for Parcel 23:
Mostly Mutts Animal Rescue & Adoptions

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee Street, and referenced as Parcel 23 on Right-of-Way Plans Exhibit Parcel 23 of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated February 12, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly Right-of-Way line of Ben King Rd (80 foot Right-of-Way) with the Easterly Right-of-Way line of Cherokee Street (Variable Right-of-Way);
THENCE, Easterly along the existing Northerly Right-of-Way of Ben King Rd on a bearing of South 69 degrees 52 minutes 42 seconds East, a distance of 98.85 feet to a point;
THENCE, continuing along said Right-of-Way on a bearing of South 80 degrees 14 minutes 11 seconds East, a distance of 17.74 feet to a point;
THENCE, on a bearing of South 80 degrees 14 minutes 50 seconds East, a distance of 120.12 feet to a point; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and Northerly leaving said Right-of-Way on a bearing of North 09 degrees 56 minutes 42 seconds East, a distance of 8.68 feet to a point;

THENCE, on a bearing of North 09 degrees 56 minutes 42 seconds East, a distance of 12.18 feet to a point;

THENCE, on a bearing of South 80 degrees 03 minutes 18 seconds East, a distance of 48.66 feet to a point;

THENCE, on a bearing of South 02 degrees 03 minutes 29 seconds West, a distance of 10.48 feet to a point;

THENCE, on a bearing of South 02 degrees 03 minutes 29 seconds West, a distance of 10.48 feet to a point on the existing Right-of-Way of Ben King Rd;

THENCE, following said Right-of-Way on a bearing of North 80 degrees 10 minutes 46 seconds West, a distance of 51.54 feet to the POINT OF BEGINNING.

The herein described required driveway easement contains 1,043 Square Feet or 0.024 Acres of land, more or less. The above-described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.6
Required Right-of-Way for Parcel 24:
Mostly Mutts Animal Rescue & Adoptions

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee Street, and referenced as Parcel 24 on Right-of-Way Plans Exhibit Parcel 24 of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated February 12, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly Right-of-Way line of Ben King Rd (80 foot Right-of-Way) with the Easterly Right-of-Way line of Cherokee Street (Variable Right-of-Way); THENCE, Northerly along the existing Easterly Right-of-Way of Cherokee Street on a bearing of North 34 degrees 53 minutes 50 seconds East, a distance of 74.14 feet to a point; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and continuing along said Right-of-Way on a bearing of North 35 degrees 41 minutes 58 seconds East, a distance of 120.00 feet to a point;

THENCE, leaving said Right-of-Way on a bearing of South 69 degrees 07 minutes 02 seconds East, a distance of 6.49 feet to a point at the proposed Right-of-Way of Cherokee Street;

THENCE, following said Right-of-Way on a bearing of South 35 degrees 08 minutes 52 seconds West, a distance of 12.54 feet to a point;

THENCE, on a bearing of South 35 degrees 08 minutes 52 seconds west, a distance of 99.69 feet to a point;

THENCE, along the arc of a curve to the left, having an arc length of 7.38 feet, a radius of 62.50 feet, and whose chord lies on a bearing of South 31 degrees 46 minutes 00 seconds West, a distance of 7.37 feet to a point;

THENCE, on a bearing of North 69 degrees 07 minutes 02 seconds West, a distance of 8.14 feet to the POINT OF BEGINNING.

The herein described required Right-of-Way contains 824 Square Feet or 0.019 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.7
Permanent Easement for Parcel 24:
Mostly Mutts Animal Rescue & Adoption

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee Street, and referenced as Parcel 24 on Right-of-Way Plans Exhibit Parcel 24 of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated February 12, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly Right-of-Way line of Ben King Rd (80 foot Right-of-Way) with the Easterly Right-of-Way line of Cherokee Street (Variable Right-of-Way); THENCE, Northerly along the existing Easterly Right-of-Way of Cherokee Street on a bearing of North 34 degrees 53 minutes 50 seconds East, a distance of 74.14 feet to a point; THENCE, continuing along said Right-of-Way on a bearing of North 35 degrees 41 minutes 58 seconds East, a distance of 120.00 feet to a point; THENCE, leaving said Right-of-Way on a bearing of South 69 degrees 07 minutes 02 seconds East, a distance of 6.49 feet to a point at the proposed Right-of-Way of Cherokee Street; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and leaving said Right-of-Way on a bearing of South 69 degrees 07 minutes 02 seconds East, a distance of 7.22 feet to a point;

THENCE, on a bearing of South 35 degrees 08 minutes 52 seconds West, a distance of 14.32 feet to a point;

THENCE, on a bearing of North 54 degrees 51 minutes 08 seconds West, a distance of 7.00 feet to a point at the proposed Right-of-Way of Cherokee Street;

THENCE, following said Right-of-Way on a bearing of North 35 degrees 08 minutes 52 seconds East, a distance of 12.54 feet to the POINT OF BEGINNING.

The herein described required permanent easement contains 94 Square Feet or 0.002 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.8
Temporary Construction Easement Area 1 for Parcel 24:
Mostly Mutts Animal Rescue & Adoption

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee Street, and referenced as Parcel 24 on Right-of-Way Plans Exhibit Parcel 24 of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated February 12, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly Right-of-Way line of Ben King Rd (80 foot Right-of-Way) with the Easterly Right-of-Way line of Cherokee Street (Variable Right-of-Way); THENCE, Northerly along the existing Easterly Right-of-Way of Cherokee Street on a bearing of North 34 degrees 53 minutes 50 seconds East, a distance of 74.14 feet to a point; THENCE, leaving said Right-of-Way on a bearing of South 69 degrees 07 minutes 02 seconds East, a distance of 8.14 feet to a point on the proposed Right-of-Way of Cherokee St; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and following said Right-of-Way along the arc of a curve to the right, having an arc length of 7.38 feet, a radius of 62.50 feet, and whose chord lies on a bearing of North 31 degrees 46 minutes 00 seconds East, a distance of 7.37 feet to a point;

THENCE, on a bearing of North 35 degrees 08 minutes 52 seconds East, a distance of 99.69 feet to a point;

THENCE, leaving said Right-of-Way on a bearing of South 54 degrees 51 minutes 08 seconds East, a distance of 7.00 feet to a point;

THENCE, on a bearing of South 35 degrees 08 minutes 52 seconds West, a distance of 99.69 feet to a point;

THENCE, along the arc of a curve to the left, having an arc length of 5.63 feet, a radius of 55.50 feet, and whose chord lies on a bearing of South 32 degrees 14 minutes 35 seconds West, a distance of 5.62 feet to a point;

THENCE, on a bearing of North 69 degrees 07 minutes 02 seconds West, a distance of 7.07 feet to the POINT OF BEGINNING.

The herein described required temporary construction easement contains 743 Square Feet or 0.017 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.9
Required Right-of-Way (Area 1) for Parcel 25:
Mostly Mutts Animal Rescue & Adoption

All that tract or parcel of land lying and being in Land Lot 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee St., and referenced as Parcel 25 on Right of Way Plans of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated April 15th, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly right-of-way line of Ben King Road (Variable right-of-way) with the Easterly right-of-way line of Cherokee Street (Variable right-of-way); THENCE northeasterly on a bearing of North 34 degrees 53 minutes 50 seconds East for a distance of 74.14 feet to a point; THENCE, northeasterly on a bearing of North 35 degrees 41 minutes 58 seconds East for a distance of 120.00 feet to a point; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and northeasterly on a bearing of North 35 degrees 41 minutes 58 seconds East, for a distance of 99.96 feet to a point;

THENCE, southeasterly on a bearing of South 69 degrees 07 minutes 38 seconds East, for a distance of 5.50 feet to a point;

THENCE, southwesterly on a bearing of South 35 degrees 08 minutes 52 seconds West, for a distance of 59.05 feet to a point;

THENCE, southwesterly on a bearing of South 35 degrees 08 minutes 52 seconds West, for a distance of 40.66 feet to a point;

THENCE, northwesterly on a bearing of North 69 degrees 07 minutes 02 seconds West, for a distance of 6.49 feet to the POINT OF BEGINNING.

The herein described required right-of-way area of land contains 580 Square Feet or 0.013 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.10
Temporary Construction Easement (Area 3) for Parcel 25:
Mostly Mutts Animal Rescue & Adoption

All that tract or parcel of land lying and being in Land Lots 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee St., and referenced as Parcel 25 on Right of Way Plans of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated April 15th, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly right-of-way line of Ben King Road (Variable right-of-way) with the Easterly right-of-way line of Cherokee Street (Variable right-of-way); THENCE northeasterly on a bearing of North 34 degrees 53 minutes 50 seconds East for a distance of 74.14 feet to a point; THENCE, northeasterly on a bearing of North 35 degrees 41 minutes 58 seconds East for a distance of 120.00 feet to a point; THENCE, southeasterly on a bearing of South 69 degrees 07 minutes 02 seconds East for a distance of 6.49 feet to a point; THENCE, northeasterly on a bearing of North 35 degrees 08 minutes 52 seconds East for a distance of 40.66 feet to a point; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and northeasterly on a bearing of North 35 degrees 08 minutes 52 seconds East, for a distance of 59.05 feet to a point;

THENCE, southeasterly on a bearing of South 69 degrees 07 minutes 38 seconds East, for a distance of 10.32 feet to a point;

THENCE, southwesterly on a bearing of South 35 degrees 08 minutes 52 seconds West, for a distance of 61.60 feet to a point;

THENCE, northwesterly on a bearing of North 54 degrees 51 minutes 08 seconds West, for a distance of 10.00 feet to the POINT OF BEGINNING.

The herein described required temporary easement contains 603 Square Feet or 0.014 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

Exhibit A – p.11
Driveway Easement (Area 2) for Parcel 25:
Mostly Mutts Animal Rescue & Adoption

All that tract or parcel of land lying and being in Land Lots 130 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, aka 3238 Cherokee St., and referenced as Parcel 25 on Right of Way Plans of Proposed Cherokee Street Widening prepared by Croy Engineering for City of Kennesaw dated April 15th, 2019 and also being more particularly described as follows:

COMMENCING at the intersection of the Northerly right-of-way line of Ben King Road (Variable right-of-way) with the Easterly right-of-way line of Cherokee Street (Variable right-of-way); THENCE northeasterly on a bearing of North 34 degrees 53 minutes 50 seconds East for a distance of 74.14 feet to a point; THENCE, northeasterly on a bearing of North 35 degrees 41 minutes 58 seconds East for a distance of 120.00 feet to a point; THENCE, southeasterly on a bearing of South 69 degrees 07 minutes 02 seconds East for a distance of 6.49 feet to a point; said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING and southwesterly on a bearing of North 35 degrees 08 minutes 52 seconds East, for a distance of 40.66 feet to a point;

THENCE, Southeasterly on a bearing of South 54 degrees 51 minutes 08 seconds East, for a distance of 10.00 feet to a point;

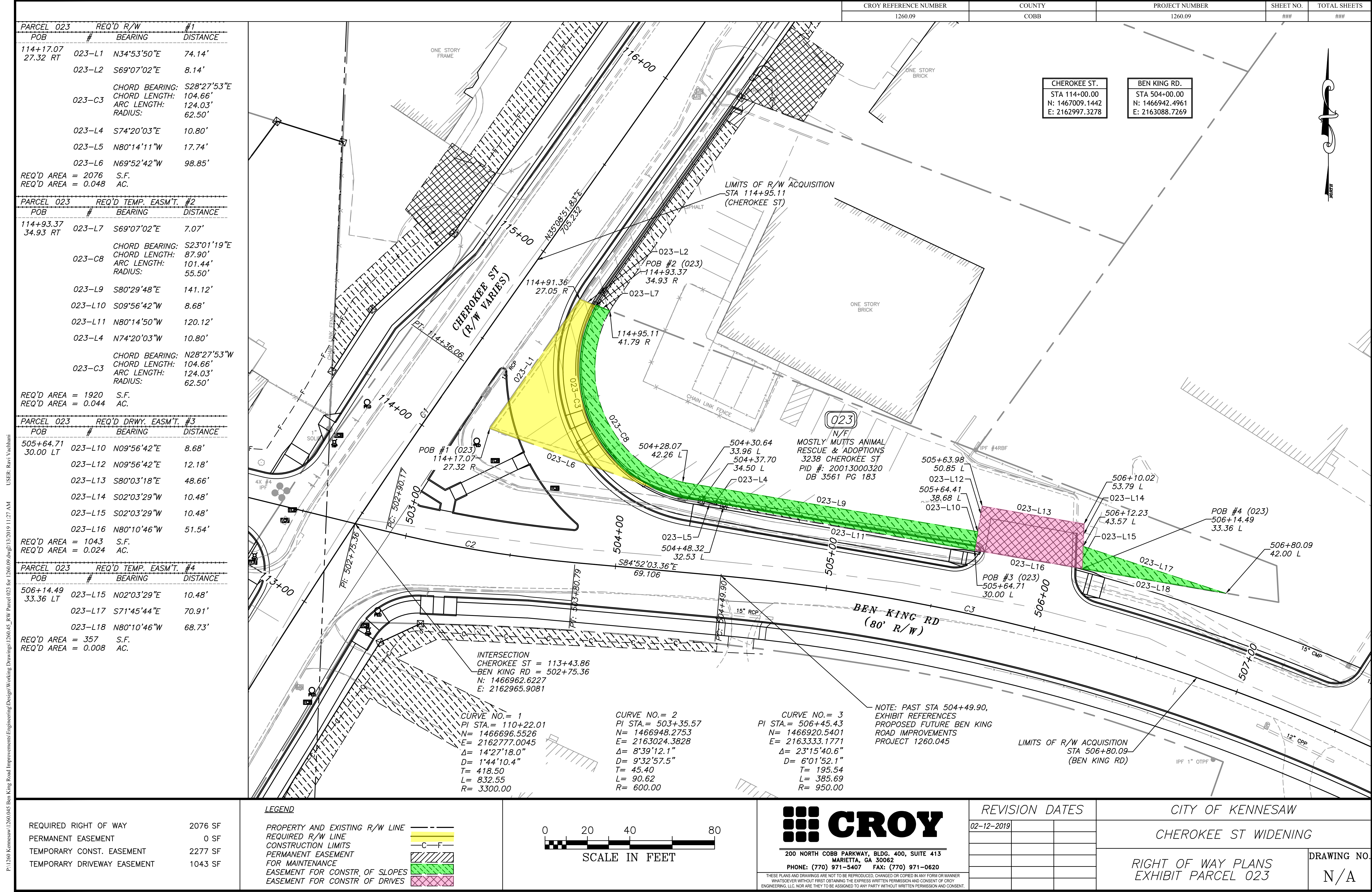
THENCE, southeasterly on a bearing of South 54 degrees 51 minutes 08 seconds East, for a distance of 20.50 feet to a point;

THENCE, southwesterly on a bearing of South 35 degrees 08 minutes 52 seconds West, for a distance of 32.91 feet to a point;

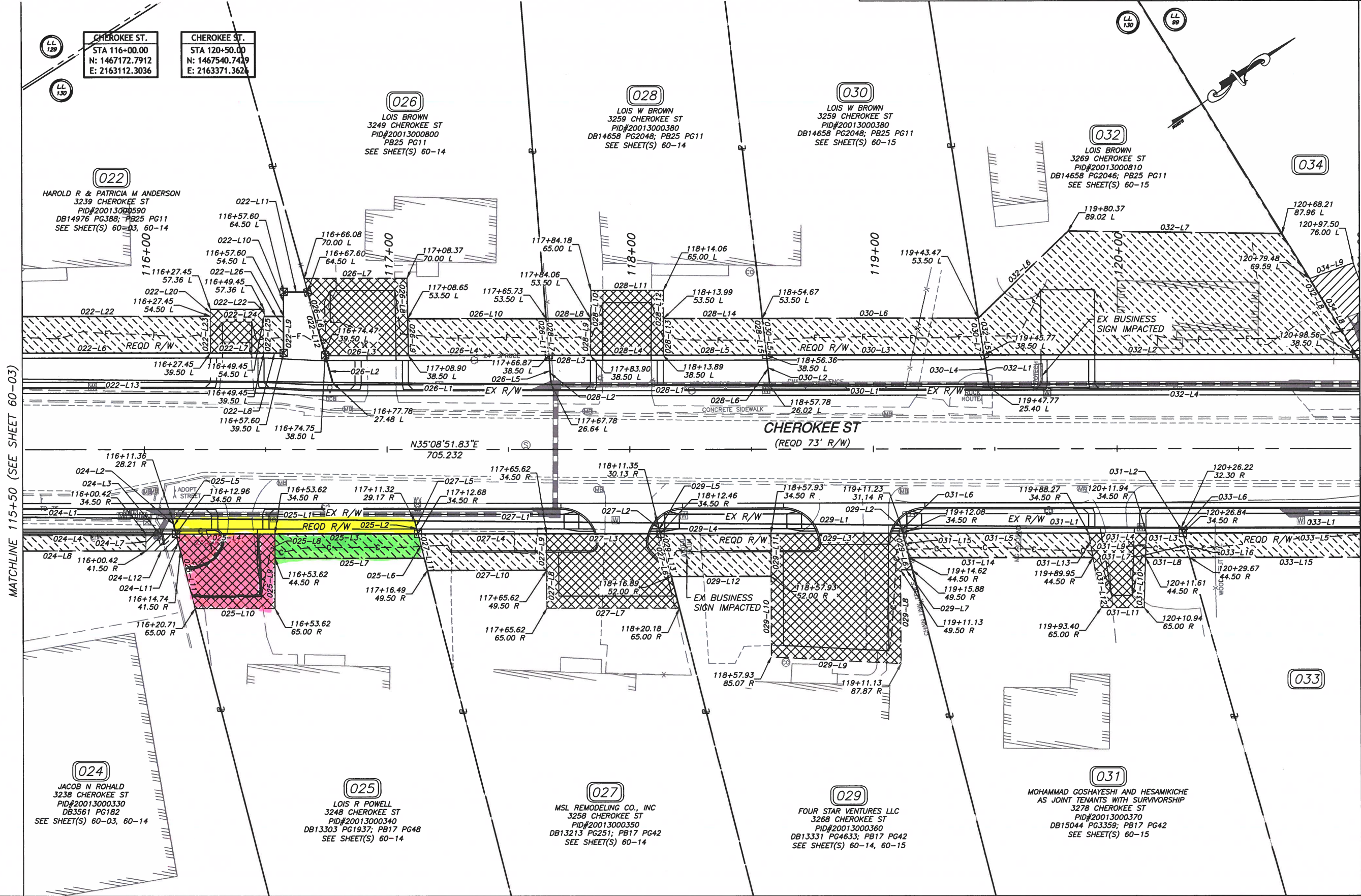
THENCE, northwesterly on a bearing of North 69 degrees 07 minutes 02 seconds West, for a distance of 31.47 feet to the POINT OF BEGINNING.

The herein described required driveway easement contains 1,122 Square Feet or 0.026 Acres of land, more or less. The above described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

P:\1260 Kennesaw\1260.045 Ben King Road Improvements\Engineering\Design Working Drawings\1260.045_R/W Parcel 023 for 1260.09.dwg, 13/2019 11:27 AM
USER: Ravi Vachani

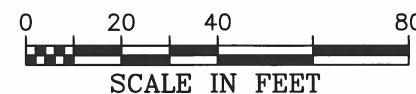


CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1260.09	COBB	1260.09	###	###



LEGEND

PROPERTY AND EXISTING R/W LINE — R —
REQUIRED R/W LINE — C — F —
CONSTRUCTION LIMITS — C — F —
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES — Hatched —
EASEMENT FOR CONSTR OF SLOPES — Green —
EASEMENT FOR CONSTR OF DRIVES — Pink —



CROY
ENGINEERING

Engineers
Planners
Surveyors

200 NORTH COBB PARKWAY, BLDG. 400, SUITE 413
MARIETTA, GA 30062
PHONE: (770) 971-5407 FAX: (770) 971-0620

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER
WITHOUT THE WRITTEN PERMISSION AND CONSENT OF CROY ENGINEERING, LLC, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT WRITTEN PERMISSION AND CONSENT.

REVISION DATES

03-08-2016		

CITY OF KENNESAW

CHEROKEE STREET WIDENING

RIGHT OF WAY PLANS

DRAWING NO.

60-04

8/24/2017 12:02 PM

M:\1260.09 Cherokee Street - Ben King to West 2202-Engineering\Design\1260.09_RW.dwg

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
1260.09	COBB	1260.09	###	###

***** PARCEL 019 REQ'D DW EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
019-L7 3.95'		S6°30'21.04"W
019-L16	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	S83°04'45.97"E 21.86' 21.86' 1510.00'
019-L17 2.30'		S7°20'07.03"W
019-L18 21.88'		N87°25'04.52"W
REQ'D AREA = 69 SQ FT REQ'D AREA = 0.002 AC		

***** PARCEL 021 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
021-L1	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	N71°45'25.94"W 30.93' 30.95' 279.50'
021-L2 7.41'		S36°22'18.01"W
021-L3 29.48'		N57°56'02.20"W
REQ'D AREA = 100 SQ FT REQ'D AREA = 0.002 AC		

***** PARCEL 021 REQ'D TEMP EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
021-L1	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	N71°45'25.94"W 30.93' 30.95' 279.50'
021-L5 4.63'		N55°17'47.87"E
021-L6	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	S71°34'28.66"E 36.02' 36.05' 274.50'
021-L7 5.37'		S36°22'18.01"W
021-L75 6.39'		N57°56'02.20"W
REQ'D AREA = 181 SQ FT REQ'D AREA = 0.004 AC		

***** PARCEL 021 REQ'D DW EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
021-L5 4.63'		N55°17'47.87"E
021-L8 20.68'		N57°56'02.20"W
021-L9 11.57'		N55°17'47.87"E
021-L10 19.04'		S38°21'39.77"E
REQ'D AREA = 154 SQ FT REQ'D AREA = 0.004 AC		

***** PARCEL 022 REQ'D DW EASM'T #5 *****		
Line #/ Curve #	DISTANCE	BEARING
022-L4 9.11'		N47°04'21.20"E
022-L5 34.27'		S35°08'51.83"W
022-L17 15.00'		S42°55'38.80"E
022-L18 8.70'		N42°55'38.80"W
022-L19 38.28'		N35°08'51.83"E
022-L20 10.07'		S54°51'08.17"E
022-L21 15.00'		N54°51'08.17"W
REQ'D AREA = 1017 SQ FT REQ'D AREA = 0.023		

***** PARCEL 022 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
022-L1 27.49'		N2°41'36.83"E
022-L2 34.85'		S32°56'52.18"W
022-L3 43.44'		S47°04'21.20"W
022-L4 9.11'		N47°04'21.20"E
022-L5 34.27'		S35°08'51.83"W
022-L6 110.50'		S35°08'51.83"W
022-L7 22.00'		S35°08'51.83"W
022-L8 8.15'		N35°08'51.83"E
022-L9 15.00'		S54°51'08.17"E
022-L10 10.00'		S54°51'08.17"E
022-L11 10.00'		S35°08'51.83"W
022-L12 38.40'		N70°14'14.90"W
022-L13 200.32'		S35°46'34.30"W
022-L14 109.85'		S35°40'45.10"W
REQ'D AREA = 4172 SQ FT REQ'D AREA = 0.096 AC		

***** PARCEL 022 REQ'D TEMP EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
022-L2 34.85'		S32°56'52.18"W
022-L3 43.44'		S47°04'21.20"W
022-L15 33.61'		N2°41'36.83"E
022-L16 53.22'		N47°04'21.20"E
022-L17 15.00'		S42°55'38.80"E
REQ'D AREA = 1020 SQ FT REQ'D AREA = 0.023 AC		

***** PARCEL 022 REQ'D TEMP EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
022-L6 110.50'		S35°08'51.83"W
022-L1 15.00'		N54°51'08.17"W
022-L22 110.50'		N35°08'51.83"E
022-L23 15.00'		S54°51'08.17"E
REQ'D AREA = 1658 SQ FT REQ'D AREA = 0.038 AC		

***** PARCEL 022 REQ'D TEMP EASM'T #4 *****		
Line #/ Curve #	DISTANCE	BEARING
022-L8 8.15'		N35°08'51.83"E
022-L9 15.00'		S54°51'08.17"E
022-L25 15.00'		S54°51'08.17"E
022-L26 8.15'		N35°08'51.83"E
REQ'D AREA = 122 SQ FT REQ'D AREA = 0.003 AC		

***** PARCEL 022 REQ'D DW EASM'T #6 *****		
Line #/ Curve #	DISTANCE	BEARING
022-L7 22.00'		S35°08'51.83"W
022-L23 15.00'		S54°51'08.17"E
022-L24 22.00'		N35°08'51.83"E
022-L25 15.00'		S54°51'08.17"E
REQ'D AREA = 393 SQ FT REQ'D AREA = 0.009 AC		

***** PARCEL 023 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
023-L1 74.14'		N34°53'50.03"E
023-L2 8.14'		S69°07'02.35"E
023-L3	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	S28°27'53.46"E 104.66' 124.03' 62.50'
023-L4 10.80'		S74°20'03.08"E
023-L5 17.74'		N80°14'11.33"W
023-L6 98.85'		N69°52'41.71"W
REQ'D AREA = 2076 SQ FT REQ'D AREA = 0.048 AC		

***** PARCEL 023 REQ'D TEMP EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
023-L3	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	S28°27'53.46"E 104.66' 124.03' 62.50'
023-L4 10.80'		S74°20'03.08"E
023-L7 7.07'		S69°07'02.36"E

***** PARCEL 023 REQ'D TEMP EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
023-L8	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	N28°19'31.89"W 93.79' 111.71' 55.50'
023-L9 57.26'		S77°13'59.08"E
023-L10 5.15'		S8°19'09.26"W
023-L11 46.60'		N80°14'11.33"W
REQ'D AREA = 1200 SQ FT REQ'D AREA = 0.028 AC		

***** PARCEL 024 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
024-L1 120.00'		N35°41'57.64"E
024-L2 6.49'		S69°07'02.36"E
024-L3 12.54'		N35°08'51.83"E
024-L4 99.69'		S35°08'51.83"W
024-L5	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	S31°46'00.19"W 7.37' 7.38' 62.50'
024-L6 8.14'		N69°07'02.35"W
REQ'D AREA = 824 SQ FT REQ'D AREA = 0.019 AC		

***** PARCEL 024 REQ'D TEMP EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
024-L4 99.69'		S35°08'51.83"W
024-L5	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	S31°46'00.19"W 7.37' 7.38' 62.50'
024-L7 7.00'		N54°51'08.17"W
024-L8 99.69'		S35°08'51.83"W
024-L9	CHORD BEARING CHORD LENGTH ARC LENGTH RADIUS	N32°14'35.34"E 5.62' 5.63' 55.50'
024-L10 7.07'		N69°07'02.36"W
REQ'D AREA = 743 SQ FT REQ'D AREA = 0.017 AC		

***** PARCEL 025 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
025-L1 99.96'		N35°41'57.64"E
025-L2 5.50'		S69°07'37.97"E
025-L3 59.05'		S35°08'51.83"W
025-L5 6.49'		N69°07'02.36"W
REQ'D AREA = 580 SQ FT REQ'D AREA = 0.013 AC		

***** PARCEL 025 REQ'D TEMP EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
025-L3 59.05'		S35°08'51.83"W
025-L6 10.32'		S69°07'37.97"E
025-L7 61.60'		S35°08'51.83"W
025-L8 10.00'		N54°51'08.17"W
REQ'D AREA = 603 SQ FT REQ'D AREA = 0.014 AC		

***** PARCEL 025 REQ'D DW EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
025-L4 40.66'		S35°08'51.83"W
025-L8 10.00'		N54°51'08.17"W
025-L9 20.50'		S54°51'08.17"E
025-L10 32.91'		S35°08'51.83"W
025-L11 31.47'		N69°07'02.36"W
REQ'D AREA = 1122 SQ FT REQ'D AREA = 0.026 AC		

***** PARCEL 026 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
026-L1 90.00'		S35°40'45.10"W
026-L2 11.43'		N70°14'14.90"W
026-L3 34.15'		S35°08'51.83"W
026-L4 57.97'		N35°08'51.83"E
026-L5 11.89'		S59°13'14.90"E
REQ'D AREA = 1041 SQ FT REQ'D AREA = 0.024 AC		

***** PARCEL 026 REQ'D DW EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
026-L3 34.15'		S35°08'51.83"W
026-L6 32.67'		N70°14'14.90"W
026-L7 42.29'		N35°08'51.83"E
026-L8 16.50'		S55°49'08.71"E
026-L9 15.00'		S55°49'08.71"E
REQ'D AREA = 1204 SQ FT REQ'D AREA = 0.028 AC		

***** PARCEL 024 REQ'D PERM EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
024-L3 12.54'		N35°08'51.83"E
024-L7 7.00'		N54°51'08.17"W
024-L11 7.22'		S69°07'02.36"E
024-L12 14.32'		S35°08'51.83"W
REQ'D AREA = 94 SQ FT REQ'D AREA = 0.002 AC		

***** PARCEL 026 REQ'D TEMP EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
026-L4 57.97'		N35°08'51.83"E
026-L9 15.00'		S55°49'08.71"E
026-L10 57.08'		N35°08'51.83"E
026-L11 15.04'		S59°13'14.90"E
REQ'D AREA = 863 SQ FT REQ'D AREA = 0.020 AC		

***** PARCEL 027 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
027-L1 100.04'		N35°41'57.64"E
027-L2 4.51'		S69°03'24.80"E
027-L3 46.84'		N35°08'51.83"E
027-L4 52.95'		S35°08'51.83"W
027-L5 5.50'		N69°07'37.97"W
REQ'D AREA = 484 SQ FT REQ'D AREA = 0.011 AC		

***** PARCEL 027 REQ'D DW EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
027-L3 46.84'		N35°08'51.83"E
027-L6 31.46'		S69°03'24.80"E
027-L7 54.56'		S35°08'51.83"W
027-L8 15.50'		N54°51'08.17"W
027-L9 15.00'		N54°51'08.17"W
REQ'D AREA = 1546 SQ FT REQ'D AREA = 0.035 AC		

***** PARCEL 027 REQ'D TEMP EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
027-L4 52.95'		S35°08'51.83"W
027-L9 15.00'		N54°51'08.17"W
027-L10 49.13'		S35°08'51.83"W
027-L11 15.48'		N69°07'37.97"W
REQ'D AREA = 766 SQ FT REQ'D AREA = 0.018 AC		

***** PARCEL 028 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
028-L1 90.00'		S35°32'38.65"W
028-L2 11.89'		N59°13'14.90"W
028-L3 17.03'		S35°08'51.83"W
028-L4 29.99'		N35°08'51.83"E
028-L5 42.47'		N35°08'51.83"E
028-L6 12.56'		S61°18'21.32"E
REQ'D AREA = 1092 SQ FT REQ'D AREA = 0.025 AC		

***** PARCEL 028 REQ'D TEMP EASM'T #2 *****		
Line #/ Curve #	DISTANCE	BEARING
028-L3 17.03'		S35°08'51.83"W
028-L7 15.04'		N59°13'14.90"W
028-L8 18.33'		N35°08'51.83"E
028-L9 15.00'		S54°14'25.56"E
REQ'D AREA = 265 SQ FT REQ'D AREA = 0.006 AC		

***** PARCEL 028 REQ'D DW EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
028-L4 29.99'		N35°08'51.83"E
028-L9 15.00'		S54°14'25.56"E
028-L10 11.50'		N54°14'25.56"W
028-L11 29.88'		N35°08'51.83"E
028-L12 11.50'		S54°28'45.72"E
028-L13 15.00'		S54°28'45.72"E
REQ'D AREA = 793 SQ FT REQ'D AREA = 0.018 AC		

***** PARCEL 028 REQ'D TEMP EASM'T #4 *****		
Line #/ Curve #	DISTANCE	BEARING
028-L5 42.47'		N35°08'51.83"E
028-L13 15.00'		S54°28'45.72"E
028-L14 40.68'		N35°08'51.83"E
028-L15 15.10'		S61°18'21.32"E
REQ'D AREA = 624 SQ FT REQ'D AREA = 0.014 AC		

***** PARCEL 029 REQ'D RW #1 *****		
Line #/ Curve #	DISTANCE	BEARING
029-L1 99.88'		N35°43'36.95"E
029-L2 3.47'		S69°05'23.05"E
029-L3 54.15'		S35°08'51.83"W
029-L4 45.47'		S35°08'51.83"W
029-L5 4.51'		N69°03'24.80"W
REQ'D AREA = 385 SQ FT REQ'D AREA = 0.009 AC		

***** PARCEL 029 REQ'D DW EASM'T #3 *****		
Line #/ Curve #	DISTANCE	BEARING
029-L3 54.15'		S35°08'51.83"W
029-L6 15.48'		S69°05'23.05"E
029-L7 4.76'		S35°08'51.83"W
029-L8 38.37'		S54°51'08.17"E
029-L9 53.27'		S38°09'12.38"W
029-L10 33.07'		N54°51'08.17"W
029-L11 17.50'		N54°51'08.17"W
REQ'D AREA = 2808 SQ FT REQ'D AREA = 0.064 AC		

EXHIBIT C – p.1

STIPULATIONS

1. The City agrees to constructs a 24-foot driveway as far north as possible on the 3248 Cherokee Street property, as soon as reasonably practicable after the start of Project construction, to allow Mostly Mutts to promptly begin the necessary parking mitigation and drainage/detention work on that parcel. The City will to the greatest extent possible construct the driveway in the area/location shown in the photo on page 2 of these Stipulations.
2. The City agrees to facilitate and work towards reasonable approval of Mostly Mutts' site plan and parking plan for the parking mitigation and drainage/detention work on the 3248 Cherokee Street property. The City shall not disturb parking on the Mostly Mutts' shelter property until the parking mitigation work on the 3248 Cherokee Street property is complete. Mostly Mutts shall submit these plans to the City of Kennesaw for review and approval by January 31st, 2025.
3. The City will perform the necessary curb, gutter and sidewalk work on both the Mostly Mutts shelter property (3238 Cherokee Street) and the 3248 Cherokee Street property.
4. The City will provide confirmation that the tree located on the boundary between the Mostly Mutts shelter property and the 3248 Cherokee Street property and partially within the Project easement area will be removed from the property as part of the City's Project work.
5. The City agrees to re-pave and re-stripe all existing asphalt parking on the Mostly Mutts shelter property. No concrete paving will be disturbed, but to the extent it is disturbed with any utility work, the City agrees to re-pave with concrete the disturbed concrete portions.
6. To the greatest extent practicable, the City shall provide 48 hours' notice to Mostly Mutts of any utility service interruptions at the Mostly Mutts shelter property which the City expects to last thirty minutes or more.
7. The City shall be solely responsible for the relocation of the existing fire vault on the Mostly Mutts shelter property, if the Project requires such relocation.
8. Mostly Mutts shall dedicate the right of way/easements from the property it recently acquired located at 3248 Cherokee Street (Parcel 25) per the City's most recent plans.
9. The City of Kennesaw will pay the sum of \$710,000.00 to Mostly Mutts.

EXHIBIT C – p.2





Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: September 30, 2024

TITLE: **Purchase Authorization: Vehicles for Public Works, Building Maintenance, Parks and Recreation, and Police**
Consideration to authorize purchase of vehicles approved in the Fiscal Year 2025 budget.

Summary:

The City Council approved the purchase of vehicles for Public Works Streets, Building Maintenance, Parks and Recreation and Police. The City is able to purchase the following using State contacts available through the Georgia Department of Administration:

2024 Isuzu NPR-HD truck (PWS)	\$76,827.00
2024 Isuzu NPR-HD truck (PWS)	\$76,827.00
2025 Explorer 4X2 (B.M.)	\$38,550.00
2025 Ford F-250 truck (P&R)	\$44,590.00
2025 Ford F-250 truck (P&R)	\$44,590.00
2024 Ford Maverick (P.D.)	\$27,300.00
2024 Ford Maverick (P.D.)	\$27,300.00

Recommendation:

The Public Works Director recommends authorization to purchase the vehicles.

Fiscal Impact:

Public Works Streets: State and Local Fiscal Recovery Funds 230-1050-54-220000-00000
 Building Maintenance: State and Local Fiscal Recovery Funds 230-1025-54-220000-00000
 Park and Recreation: State and Local Fiscal Recovery Funds 230-1055-54-220000-00000
 Police: State and Local Fiscal Recovery Funds 230-1035-54-220000-00000

Attachments:

1. PW Isuzu
2. BM Explorer
3. PR F-250
4. PD Maverick



Rush Truck Center Atlanta
2560 Moreland Avenue
SE Atlanta, GA 30315
(678) 420-7501

Customer Proposal Letter

City of Kennesaw
3080 Moon Station Rd
Kennesaw, GA 30144

David, Thank you for the opportunity to earn your business. Please review the proposal below, if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to provide excellence for all future business

VEHICLE INFORMATION

Make Isuzu Model NPR Gas Year 2024 Stock Number To Be Determined

To be delivered on or about Winter 2024

Additional Vehicle and Accessories Description:

New 2024 model gasoline powered 12,000 GVW Isuzu NPR-HD truck with 14' Womack landscape body.
Detailed Specs attached
7RS213056 and 9RS213057
State of Georgia Contract # 9999-SPD-SPD0000155-0001

Quantity

2

Total

* Truck price per Unit

\$ 76,827.00

\$ 153,654.00

Georgia State Contract Discount

\$76,827.00

Net Sale Price

Optional Extended Warranty(ies)

State Sales Tax

Documentary Fee

Administration Fee

Vehicle Inventory Tax

Additional Taxes

Tire Recycling Program

Battery Disposal Fee

Out of State Vehicle Fee

Rebate(s)

Total Sales Price (Including Rebate(s))

\$ 153,654.00

Trade Allowance (see DISCLAIMER Below)

\$0.00

Sales Representative

Kurt Hohnstein

Purchaser

printed name

signature

printed name

Kurt Hohnstein
9/10/24

Accepted by Sales Manager or General Manager

signature

printed name

date *Price Good Thru Nov 1, 2024*

Quote good until

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. (If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. The Proposal is based upon Dealer's current and expiring inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule or time. Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s) while each inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or its without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



Preview Order 3695 - K7D - XLT RWD : Order Summary Time of Preview: 09/19/2024 11:59:51 Receipt: NA

Dealership Name : Hardy Family Ford

Sales Code : F21570

Dealer Rep.	Austin Harris
Customer Name	KENNESAW

Type	Fleet
Priority Code	L1

Vehicle Line	Explorer
Model Year	2025

Order Code	3695
Price Level	535

DESCRIPTION	MSRP	DESCRIPTION	MSRP
K7D0 EXPLORER ACTIVE RWD	\$39755	FORD FLEET SPECIAL ADJUSTMENT	\$0
.119 INCH WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$39755	PRICE CONCESSION INDICATOR	\$0
OXFORD WHITE	\$0	REMARKS TRAILER	\$0
UNIQUE CLOTH	\$0	FRONT LICENSE PLATE BRACKET	\$0
SPACE GRAY INTERIOR	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
EQUIPMENT GROUP 200A	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.18" SILVER PAINTED ALUM WHLS	\$0	FUEL CHARGE	\$0
2.3L ECOBOOST I4 ENGINE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.10-SPEED AUTO TRANSMISSION	\$0	PRICED DORA	\$0
.P255/65R18 A/S BSW TIRES	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1595

TOTAL BASE AND OPTIONS	MSRP
DISCOUNTS	\$41350
TOTAL	NA
	\$41350

ORDERING FIN: QC957	END USER FIN: QC957	PO NUMBER: 9182224
FLEET ADJUSTMENT		-\$2,800
TOTAL PRICE		\$38,550

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 11-7885 Description: undefined Concession Amount: \$-2600.00

This order has not been submitted to the order bank.
This is not an invoice.



Preview Order 3697 - F2A 4x2 Reg Cab SRW : Order Summary Time of Preview: 09/25/2024 09:37:11 Receipt: NA

Dealership Name : Hardy Family Ford

Sales Code : F21570

Dealer Rep.	Austin Harris	Type	Fleet	Vehicle Line	Superduty	Order Code	3697
Customer Name	Kennesaw	Priority Code	M1	Model Year	2025	Price Level	515

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X2 STYLESIDE PICKUP/142	\$45300	FORD FLEET SPECIAL ADJUSTMENT	\$0
142 INCH WHEELBASE	\$0	FRONT LICENSE PLATE BRACKET	\$0
TOTAL BASE VEHICLE	\$45300	PLATFORM RUNNING BOARDS	\$320
OXFORD WHITE	\$0	10000# GVWR PACKAGE	\$0
VINYL 40/20/40 SEATS	\$0	50 STATE EMISSIONS	\$0
MEDIUM DARK SLATE	\$0	120V/400W OUTLET	\$175
PREFERRED EQUIPMENT PKG.600A	\$0	SPARE TIRE AND WHEEL	\$0
.XL TRIM	\$0	JACK	\$0
.AIR CONDITIONING -- CFC FREE	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0
.AM/FM STEREO MP3/CLK	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
10-SPEED AUTO TORQSHIFT-G	\$0	FUEL CHARGE	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
3.73 RATIO REGULAR AXLE	\$0	PRICED DORA	\$0
JOB #1 ORDER	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1995
		MSRP	
TOTAL BASE AND OPTIONS			\$47790
DISCOUNTS			NA
TOTAL			\$47790

FLEET ADJUSTMENT <-\$3,200>

TOTAL PRICE \$44,590

TOTAL FOR TWO TRUCKS \$89,180

This order has not been submitted to the order bank.

This is not an invoice.



Prepared by: Austin Harris

09/25/2024

Hardy Family Ford | 1255 Charles Hardy Parkway Dallas Georgia | 301571181

2024 Maverick FWD SuperCrew 4.5' box 121.1" WB XLT (W8H)

Price Level: 440

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$26,420.00
Options	\$285.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$28,300.00

Pre-Tax Adjustments

Code	Description	MSRP
FAJ	FLEET ADJUSTMENT	-\$1,000.00
Total		\$27,300.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: September 30, 2024
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: September 30, 2024

TITLE: Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None