



Commissioners:
Patrick Gallagher
Kevin Whipple
Sharon Blandford
Andrew Bramlett
Rachel Butler

**Historic Preservation Commission
Meeting Agenda
June 20, 2025 8:00 AM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

This meeting may be accessed in-person or by using the following link:
<https://www.kennesaw-ga.gov/publicmeetings/>.

HPC Application Acronyms:

Certificate of Appropriateness (COA), Certificate of Appropriateness Administrative (COAA),
and Central Business District (CBD) project

- 1. Call to Order / Roll Call**
- 2. Approval of the Meeting Minutes**
 - A. Approval of Meeting Minutes: May 16, 2025**
- 3. Financial Report**
- 4. Old Business**
- 5. New Business**
 - A. Central Business District: 2690 Keene St**

Consideration to review a Central Business District (CBD) project application to construct a mixed-use development consisting of a distillery and restaurant on 0.61 +/- acres located at 2690 Keene Street (Parcel # 20016700640). Case #CBD2025-02
 - B. Addition and Exterior Renovation (Alteration): 2871 N Main Street**

Consideration of approval for a Certificate of Appropriateness application submitted by 2871 N. Main St LLC for an addition and alteration to the historic structure located at 2871 N Main Street. Said alterations include the installation of a new roof, tempered glass windows, wood doors with single glass lites, and an awning. Case # COA2025-08
 - C. Central Business District: 2861 & 2871 N Main Street**

Consideration to review a Central Business District project application to construct a commercial development consisting of a brewery and public plaza on 0.545 +/- acres located at 2861 and 2871 N Main Street (Parcel #

20013801060 & Parcel # 20013801080). Case # CBD2025-04

6. COAA Approval by City Staff and HPC Chair

- A. COAA2025-08 - 2839 Cherokee Street, Unit D
- B. COAA2025-12 - 2939 Cherokee Street
- C. COAA2025-13 - 2078 Cherokee Ridge Trail

7. Discussion

8. Public Comments

9. Staff Comment

10. Adjourn

**The next scheduled meeting of the Historic Preservation Commission will be
Friday, July 18, 2025 at 8:00 a.m.**

NOTICE: Any person who desires to appeal any decision from this meeting will need a record of the proceedings, and for the purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. The Agenda is designed to make more efficient use of the HPC's time. It is not designed to curtail discussion or input. If you need special accommodation to attend or participate in our meetings, please contact City Hall at least 24 hours in advance of the specific meeting you are planning to attend.

**MINUTES OF HISTORIC PRESERVATION COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
May 16, 2025
8:00 AM**

1. Call to Order / Roll Call

Chairman Gallagher called the meeting to order at 8:00 a.m.

Roll Call: Andrew Bramlett, Kevin Whipple, and Sharon Blandford

Absent: Rachel Butler

Staff Present: Darryl Simmons (Planning & Zoning Administrator), Chanelle Campbell (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)

Speakers Present: Orlando Orochena (Property Owner), Scott Banks (Building Official)

2. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: April 25, 2025

Chairman Gallagher asked the Commissioners if they had any comments or edits to the meeting minutes. Hearing no comments, Chairman Gallagher called for a motion. Motion to approve by Commissioner Blandford.

Seconded by Commissioner Bramlett.

Chairman Gallagher proceeded with a roll call for approval.

Vote taken, motion unanimously approved 3-0. Motion carried.

3. Financial Report

Mr. Darryl Simmons presented the financial report. There were no new expenditures for the Historic Preservation Commission (HPC). The current balance is \$23,398. In the past thirty days, there has been no change in expenditures for the HPC.

Chairman Gallagher called for a motion.

Motion to approve by Commissioner Blandford.

Seconded by Vice Chair Whipple.

Chairman Gallagher proceeded with a roll call for approval.

Vote taken, motion unanimously approved 3-0. Motion carried.

4. Old Business

A. Exterior Renovation (Alteration): 2981 North Main Street

Consideration of approval of an amendment to the Certificate of Appropriateness submitted by Orlando Orochena for an alteration of the historic structure located at 2981 North Main Street. Said amendment includes alterations to the approved dormers to comply with building code requirements for an attic renovation. Case # COA2025-02

Mr. Darryl Simmons introduced this agenda item. This is a proposed amendment to a

previously approved Certificate of Appropriateness for 2981 North Main Street submitted by Orlando Orochena. The proposed amendment is to alter the design of the approved dormers. The applicant is returning to the HPC because the approved alterations were found by the building services department and building inspectors to not meet building code requirements. To meet building code requirements, the look, size, and orientation of the dormers would need to be changed. Staff recommended that the applicant adjust the design to comply with building code requirements and present the new design to the HPC. Mr. Simmons announced that the Building Official, Scott Banks, was available to provide additional information on what drove the design changes. He also stated that the applicant was available to provide a statement.

Mr. Orlando Orochena, property owner, explained that they had built the dormers as approved by the HPC but failed building inspection due to the egress ceiling height code requirement. He stated that the contractor was present to answer any questions on the proposed solution.

Vice Chair Whipple asked if the issue from the Building Department was the ceiling height and egress requirements. Mr. Orochena responded that there is a code requiring egress and a 6-foot-8 ceiling height requirement. He explained that the current dormer does not have the required height above the window.

Vice Chair Whipple observed that the previously approved dormers had the side dormers match the front dormer with the dormer roof connecting to the roof line. The proposed design adds perimeter walls on the dormers and modifies the roof slope so it no longer connects to the roof line. Mr. Orochena explained that the dormer roof would not connect to the roof line, noting that the change would allow for additional height to meet building requirements.

Vice Chair Whipple observed that the proposed design maintained the same or similar ridge height to the existing dormers. He asked what was being done with the chimneys. Mr. Orochena explained that the proposed design would help maintain the chimneys because they need to be braced and secured.

Vice Chair Whipple asked if the exterior materials were going to stay as previously discussed and approved. Mr. Orochena stated that the materials would remain the same.

Mr. Scott Banks noted that based on the elevation, the plan looked correct, but he had not seen a formal submission. He stated that a plan from an engineer that brings the building loads down to the foundation would be required. He also noted that the windows were the wrong size and an egress window was required.

Chairman Gallagher asked if the design change was required because the space is considered livable space instead of attic space. Mr. Orochena confirmed. Chairman Gallagher asked if the inclusion of livable space was a change from the original design. Mr. Orochena responded that the renovation was always meant for livable space.

Chairman Gallagher commented that other homes on Main Street have front and side dormers that attach to the roof line and are the same height. He asked if the alteration to the design was due to a code change or a use change. Mr. Banks responded that there was no code change. He explained that the space is considered habitable space. He stated that because the space was being used as a bedroom, an egress window is required. He added that upstairs rooms like an office or workout room do not require an egress.

Chairman Gallagher asked if there were any other questions from Commissioners. Hearing no other questions, Chairman Gallagher called for a motion.

Motion by Vice Chair Whipple to approve alterations to the previously approved COA with the following condition:

1. Engineering drawings or required documentation will be submitted to the City of Kennesaw for review and approval.

Seconded by Commissioner Blandford.

Chairman Gallagher proceeded with a roll call for approval.

Vote taken, motion unanimously approved 3-0. Motion carried.

5. COAA Approval by City Staff and HPC Chair

A. COAA2025-10 - 2250 J.O Stephenson Avenue

This is a Certificate of Appropriateness application submitted by Joseph Bozeman for a roof replacement at 2250 J.O. Stephenson Avenue. This application was administratively approved on April 25, 2025.

B. COAA2025-11 - 3000 N Main Street

This is a Certificate of Appropriateness application submitted by William Benson to augment the fence and replace the existing roof at 3000 N Main Street. This application was administratively approved on May 5, 2025.

6. Discussion

7. Public Comments

Chairman Gallagher opened the floor to public comments. Hearing no public comments, he closed the floor.

8. Staff Comment

Mr. Darryl Simmons shared that the City of Kennesaw was receiving an award on Saturday from Cobb Landmarks for the renovation of Depot Station. He stated that the Mayor would be present to receive the award and invited the Commissioners to attend, noting that attendance was not required. The award will be presented at the Root House in Marietta. Once the award is official, the city will send out a press release. Mr. Simmons noted that the city was being recognized for historic preservation work in downtown and thanked the Commissioners for their hard work.

Chairman Gallagher congratulated the city on receiving the award.

9. Adjourn

Chairman Gallagher adjourned the meeting at 8:13 a.m.

DRAFT



Item Report

TO: The Historic Preservation Commission
FROM: Darryl Simmons, Zoning Administrator
DATE: June 20, 2025
TITLE: **Central Business District: 2690 Keene St**
Consideration to review a Central Business District (CBD) project application to construct a mixed-use development consisting of a distillery and restaurant on 0.61 +/- acres located at 2690 Keene Street (Parcel # 20016700640). Case #CBD2025-02

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. CBD2025-02 - 2690 Keene St (Lazy Guy Distillery)_Application
2. CBD2025-02 - 2690 Keene St (Lazy Guy Distillery)_ External Material Description
3. CBD2025-02- 2690 Keene St (Lazy Guy Distillery)_Site Plan & Rendering



CENTRAL BUSINESS DISTRICT PROJECT APPROVAL

Date Received 05/01/25
Staff's Initials CMC

Is this property located within the Kennesaw Historic District (yes) X (no) XX ?

A minimum of one consultation to review project concept and factors to consider in the planning & design phase prior to initial site plan and architectural review, submission and hearing before the Mayor and Council is mandatory.

Date Received 04/24/25

Staff's Initials CMC

Procedures for filing for CBD Approval:

1. Original application completed, signed and notarized
2. Application must be filled out completely, signed and returned to the Zoning Administrator
3. Copy of Business Plan
4. Copy of warranty deed that reflects the current property owner
5. Copy of site plan with proposed project consistent with the Kennesaw Design Guidelines
6. Completed application and supporting documents listed on one Flash Drive or email to dsimmons@kennesaw-ga.gov in PDF format

CBD Approval Process:

1. Submittal to KDDA for review and comment
2. Submittal to HPC for Certificate of Appropriateness (if in HPC district) not in HPC district comments only required from HPC
3. Review/ Approval by Mayor and Council

PROPERTY ADDRESS 2690 KEENE STREET, KENNESAW GA 30144

Land Lot 167 Tax Parcel 20016700640 Lot Size 0.61 AC Present Zoning CBD

Proposed Project for Property
LAZY GUY DISTILLERY RELOCATION, MANUFACTURING, STORAGE AND HOSPITALITY.

Add additional sheet if necessary

APPLICANT MARK ALLEN

APPLICANT EMAIL [REDACTED]

Applicant address [REDACTED]

(Fax #) _____ (Work #) _____ (Cell #) [REDACTED]

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: [Signature] Notary [Signature] Date 9/29/25

TITLEHOLDER: 2690 KEENE STREET LLC Telephone: [REDACTED]

Address: [REDACTED]

Signature [Signature]

Signed, sealed and delivered in presence of: [Signature] Notary [Signature] Date 4/25/25

ZAP&Z FORMS\Applications 2020





CENTRAL BUSINESS DISTRICT PROJECT

CBD Project Administratively approved by:

Darryl Simmons, Planning & Zoning Administrator

Date: _____

- APPROVED
- REQUIRES KDDA APPROVAL
- REQUIRES HPC APPROVAL
- MAYOR AND COUNCIL

KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY:

Hearing Date: _____

Recommendation: see attached minutes

Signature Kennesaw Downtown Development Authority:

HISTORIC PRESERVATION COMMISSION:

Hearing Date: _____

Recommendation: see attached minutes

Signature Historic Preservation Commission

KENNESAW MAYOR AND COUNCIL:

Hearing Date: _____ see attached minutes



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

NO

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

Please supply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 25 day of April, 2025

[Signature]
Applicants Signature

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.



CENTRAL BUSINESS DISTRICT PROJECT

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000, THE CITY OF KENNESAW DOES NOT DISCRIMINATE ON THE BASIS OF RELIGION IN THE APPLICATION OF ITS LAWS, POLICIES, OR PROCEDURES, INCLUDING THE APPLICATION OF ITS LAND USE REGULATIONS AND ZONING LAWS.

Under the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), no government, including the City of Kennesaw, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution. RLUIPA also provides that no government, including the City of Kennesaw, may apply a land use regulation in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious institution or assembly (a day care center or movie theater, for example). Finally, RLUIPA provides that no government, including the City of Kennesaw, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

If you believe that the City of Kennesaw, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, please contact the United States Department of Justice.

**United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530**

AFTER RECORDING, PLEASE RETURN TO:
Meyer Closings, LLC
750 Hammond Drive, Bldg 2
Sandy Springs, Georgia 30328
imiller@ihmlegal.com
File No.: I25-1090S

Parcel ID #: 20016700640

LIMITED WARRANTY DEED

THIS INDENTURE made this 31st day of MARCH 2025 between **Arris Kennesaw, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), and **2690 Keene Street, LLC**, a Georgia limited liability company (hereinafter called "Grantee") (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all Grantor's right, title and interest in and to all that tract or parcel of land lying and being in **Land Lots 138 and 167 of the 20th District, 2nd Section, Cobb County, Georgia**, and more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof, subject only to claims arising under or by virtue of the matters (hereinafter "Permitted Exceptions") set forth in **Exhibit "B"** attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor hereby covenants with Grantee that Grantor will forever defend the right and title to the property described herein, unto Grantee against claims of all persons claiming by, through or under Grantors, subject to claims arising under or by virtue of the Permitted Exceptions. No other covenants or warranties express or implied, are given by this Limited Warranty Deed.

[SIGNATURES ON FOLLOWING PAGE]


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

GRANTOR:

Signed, sealed and delivered in the presence of:

Arris Kennesaw, LLC, a Delaware limited liability company


Unofficial Witness

By: 
Name: Josh Miller
Its: vice president


Notary Public

[NOTARY SEAL]

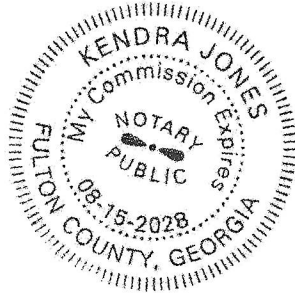


EXHIBIT "A"

LEGAL DESCRIPTION

2690 Keene Street

All that tract or parcel of land lying and being in Land Lots 138 and 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located at the intersection of the northeasterly right-of-way line of Burrell Court, f.k.a. Spring Street, also f.k.a. Summer Street (having a 40' right-of-way width) with the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street (having a 40' right-of-way width); thence run northeasterly along said southeasterly right-of-way line of Keene Street along the arc of a curve to the left, an arc distance of 62.54 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"), said curve having a radius of 213.85 feet and being subtended by a chord bearing N38°00'44"E and a chord distance of 62.32 feet, said iron pin set being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue to run northeasterly along said southeasterly right-of-way of Keene Street the following courses and distances: along the arc of a curve to the left, an arc distance of 88.66 feet to a point, said curve having a radius of 213.85 feet and being subtended by a chord bearing N17°45'24"E and a chord distance of 88.02 feet; N05°52'48"E a distance of 62.25 feet to a point; along the arc of a curve to the right, an arc distance of 114.80 feet to a point, said curve having a radius of 130.15 feet and being subtended by a chord bearing N31°08'53"E and a chord distance of 111.12 feet; N56°25'13"E a distance of 41.05 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence leave said southeasterly right-of-way line and run S33°07'35"E a distance of 148.35 feet to a nail found; thence run S55°30'55"W a distance of 132.15 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033"); thence run S56°23'28"W a distance of 116.52 feet to an iron pin set (1/2" rebar with cap stamped "Gunnin LSF 1033") located on the southeasterly right-of-way line of Keene Street, f.k.a. Dobbs Street, also f.k.a. School Street, said iron pin set being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land containing 0.559 acre.

Said property is the same as shown on that certain ALTA/NSPS Land Title Survey, originally dated July 11, 2019, revised November 26, 2019 and January 23, 2020 and last revised _____, 2020, prepared for CPC Real Estate Acquisitions, LLC, Arris Kennesaw, LLC, Fidelity National Title Insurance Company, and First American Title Insurance Company, by Carol Anne Martin, Georgia Registered Land Surveyor #2544 of Gunnin Land Surveying.

(Legal continued on following pages)

EXHIBIT "A" (continued)

2690 Keene Street

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 5/8" rebar found at the northeast corner of "Tract 1" as shown on the Minor Plat of 2601 Summers Street, recorded in Plat Book 279, Page 175, thence S43°53'11"E a distance of 133.99 feet to a 1/2" rebar found; thence S43°48'39"E a distance of 40.12 feet to a 1/2" rebar set; thence N46°06'49"E a distance of 73.66 feet to a 1/2" rebar set; thence N41°12'31"W a distance of 189.51 feet to a point; thence along a curve to the right for an arc distance of 382.93 feet, said curve having a radius of 630.00 feet, and being subtended by a chord of N23°47'44"W, 377.07 feet to a 1/2" rebar set at the southerly right of way of Keene Street (f.k.a. Dobbs Street; f.k.a. School Street; f.k.a. Broad Street) (right of way varies); thence along said southerly right of way along a curve to the left for an arc distance of 94.38 feet, said curve having a radius of 200.24 feet, and being subtended by a chord of N36°52'40"E, 93.51 feet to a 1/2" rebar set; thence leaving said right of way 12.71 feet along the arc of a curve to the right, said curve having a radius of 570.00 feet and being subtended by a chord of N01°07'04"E, 12.71 feet to a point; thence N01°45'25"E for a distance of 17.57 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

thence N01°45'25"E for a distance of 89.33 feet to a point; thence 12.65 feet along the arc of a curve to the right, said curve having a radius of 15.00 feet and being subtended by a chord of N25°54'55"E, 12.28 feet to a point; thence N50°04'26"E for a distance of 19.47 feet to a 1/2" rebar set at the southerly right of way of Keene Street (f.k.a. Dobbs Street; f.k.a. School Street; f.k.a. Broad Street) (right of way varies); thence along said right of way the following courses and distances: 34.37 feet along the arc of a curve to the left, said curve having a radius of 423.70 feet and being subtended by a chord of S08°06'13"W, 34.36 feet to a point; S04°10'45"W for a distance of 52.12 feet to a point; 27.52 feet along the arc of a curve to the right, said curve having a radius of 200.24 feet and being subtended by a chord of S10°20'33"W, 27.50 feet to a 1/2" rebar set; thence leaving said right of way N88°40'30"W for a distance of 9.46 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 0.035 acres.

(Legal continued on following page)

EXHIBIT "A" (continued)

2690 Keene Street

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 5/8" rebar found at the northeast corner of "Tract 1" as shown on the Minor Plat of 2601 Summers Street, recorded in Plat Book 279, Page 175,

thence S43°53'11"E a distance of 133.99 feet to a 1/2" rebar found; thence S43°48'39"E a distance of 40.12 feet to a 1/2" rebar set; thence N46°06'49"E a distance of 73.66 feet to a 1/2" rebar set; thence N41°12'31"W a distance of 189.51 feet to a point; thence along a curve to the right for an arc distance of 382.93 feet, said curve having a radius of 630.00 feet, and being subtended by a chord of N23°47'44"W, 377.07 feet to a 1/2" rebar set at the southerly right of way of Keene Street (f.k.a. Dobbs Street; f.k.a. School Street; f.k.a. Broad Street) (right of way varies); thence along said southerly right of way along a curve to the left for an arc distance of 94.38 feet, said curve having a radius of 200.24 feet, and being subtended by a chord of N36°52'40"E, 93.51 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

thence leaving said southerly right of way 12.71 feet along the arc of a curve to the right, said curve having a radius of 570.00 feet and being subtended by a chord of N01°07'04"E, 12.71 feet to a point; thence N01°45'25"E for a distance of 17.57 feet to a point; thence S88°40'30"E for a distance of 9.46 feet to a 1/2" rebar set at the southerly right of way of Keene Street (f.k.a. Dobbs Street; f.k.a. School Street; f.k.a. Broad Street) (right of way varies); thence along said right of way 31.79 feet along the arc of a curve to the right, said curve having a radius of 200.24 feet and being subtended by a chord of S18°49'38"W, 31.75 feet to a 1/2" rebar set, said point being the **TRUE POINT OF BEGINNING**.

Said tract or parcel of land contains 0.004 acres.

EXHIBIT "B"

Permitted Title Exceptions

1. All taxes for the year 2025 and subsequent years which are liens, not yet due and payable.
2. Liens for unpaid water bills, sewer, solid waste, sanitation bills and other sums outstanding and owed to a government or governmental authority where no notice thereof appears in the public record.
3. Rights of Tenant's in possession under unrecorded leases.
4. No insurance is afforded as to the exact amount of acreage contained in subject property.
5. Easements and Infrastructure Development Agreement between Keene Street JV, LLC and Arris Kennesaw, LLC recorded in Book 15714, Page 3087, Cobb County, Georgia records.
6. Easement from Arris Kennesaw, LLC, to Georgia Power Company, dated April 27, 2021, recorded November 3, 2021, in Deed Book 15989, Page 619, Cobb County, aforesaid records.
7. Grant of Easement between Comcast Cable Communications Management, LLC, and Arris Kennesaw, LLC, dated August 15, 2021, recorded June 25, 2022, in Deed Book 16019, Page 5269, aforesaid records.

AFTER RECORDING, PLEASE RETURN TO:

Meyer Closings, LLC
750 Hammond Drive, Bldg 2
Sandy Springs, Georgia 30328
imiller@ihmlegal.com
File No.: I25-1090S

Parcel ID #: 20016700640

QUITCLAIMDEED

THIS INDENTURE made this 31st day of MARCH 2025 between **Arris Kennesaw, LLC**, a Delaware limited liability company (hereinafter called "Grantor"), and **2690 Keene Street, LLC**, a Georgia limited liability company (hereinafter called "Grantee") (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration in hand paid by Grantee to Grantor at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM unto the said Grantee, all Grantor's right, title and interest in and to all that tract or parcel of land lying and being in **Land Lots 138 and 167** of the **20th District, Cobb County, Georgia** and more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said tracts or parcels of land, so that neither Grantor nor their heirs, nor any other persons claiming under Grantor, shall at any time, by any means or way, have, claim or demand any right or title to the aforesaid tract of parcel of land or appurtenances, or any rights thereof.

[SIGNATURES ON FOLLOWING PAGE]


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

GRANTOR:

Signed, sealed and delivered in the presence of:

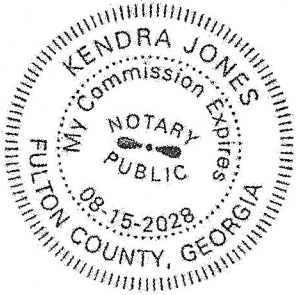
Arris Kennesaw, LLC, a Delaware limited liability company


Unofficial Witness

By: 
Name: Josh Klear
Its: Vice President


Notary Public

[NOTARY SEAL]

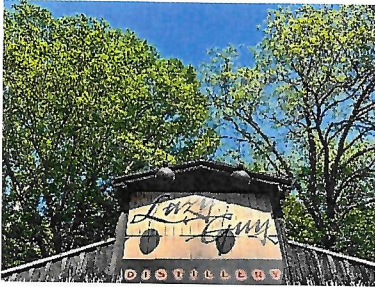




2690 Keane Street Property

Project Summary – KDDA CBD - **CONFIDENTIAL**

March 2025



Summary

Lazy Guy Distillery has operated from a leased property in downtown Kennesaw GA since 2013. Over the years the property has been leveraged in various ways to increase sales and growth for the company however in the last several years we feel we have maximized the growth potential of the property. Therefore, we are seeking to relocate to a property that will house a purpose-built manufacturing, storage, and hospitality location. The purpose of this document is to detail how these changes will impact our business from a cost, revenue, and operations perspective.

Existing Costs, Revenue & Business Model

Our current operational model focuses on providing world-class cocktails in a relaxed and inviting venue with the operating hours of Thursdays 5-8p, Friday 5-9p and Saturdays 2-9p. NOTE: As of 2/16/2025 Lazy Guy will open on SUNDAYS from 2p-6p (4 hours). Currently, Lazy Guy is open 14 hours weekly (56 hours monthly). Considering the additional hours of Sunday, the number of hours open during the week will increase to 18 hours (72 hours monthly). Our venue operates with no indoor seating; approximately 70% of our seating is outdoors and 30% is covered decks. The outdoor seating area is open to the environment while the deck seating is covered and somewhat regulated during warmer summer months with circulation fans. During cooler winter months, the decks are enclosed with vinyl panels and heaters are used to maintain acceptable temperatures. The environment is relaxed and has an extremely pleasant 'charm' appeal – however we are subject to the heat, cold and rain of Georgia's weather.



Noteworthy is that when COVID-19 hit in early 2020 the hospitality industry faced significant challenges with countless employees furloughed and many businesses closing never to re-open. During this downturn Lazy Guy adjusted our business model in response to the challenges COVID presented. Doing so ultimately led to a more profitable and efficient operational model.

Operational & Manufacturing Costs

The distillation of spirits occurs during all calendar months and is not seasonal. Cost to manufacture include purchase of grains, barrels, bottles, labels, etc. Historically we have limited production due to the limited storage space we have on-site. Recognizing we needed more storage space we have added additional on-site storage as well as offsite locations to accommodate our storage needs.

Payroll & Employee Costs

The owner operates as the only full-time employee and there are two W-2 employees who handle all FOH operations and split customer tips.

Insurance & Bond Costs

Lazy Guy is responsible for all insurance costs such as general liability, property, bond and liquor liability insurance. General liability and property insurance averages around \$1200/month. Liquor liability is based on sales and is currently approximately \$7000/yr. Surety bonds average \$250/year.

Rent/Lease Costs

The two properties Lazy Guy operates from are leased and have yearly escalation. One property is leased as triple-net so all property taxes are the responsibility of Lazy Guy. Below are the 2024 lease rates for both Lazy Guy properties:

Location #1 MoonStation Road \$43,513
Location #2 MoonStation Road \$36,926
TOTAL LEASE PAYMENTS (2024) \$80,429.00

Property Taxes

The 2950 MoonStation lease is a triple-net lease. Below are the property tax expenses for the 2024 calendar year:

City of Kennesaw + Cobb County	\$3662
Personal property	\$3712
TOTAL PROPERTY TAXES	\$7374.00

Excise Tax Costs

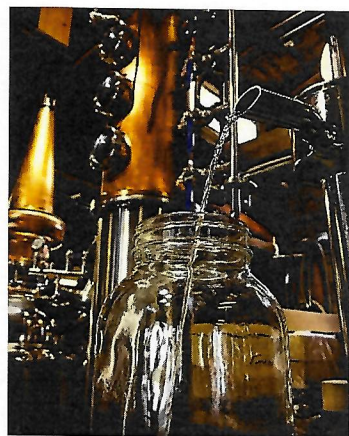
Excise taxes are calculated at fixed rates based on the amount of alcohol sold in both packaged (off-site) and consumed (on-site) sales as well as sales via distribution. Excise taxes are paid at the Federal rate of \$2.70 per Proof Gallon, State rate of \$0.50 per Liter, and City rate of \$0.22 per liter. These same rates will apply in the new location.

Changes in Operational Models

Looking toward the future in the new location we are planning some changes which deviate from our current business model. We will continue to focus on production of spirits and delivering an exceptional cocktail experience. Additionally, we plan to offer a limited food menu, increase 'open' hours and employ additional personnel. The revenue estimates for the new location take into consideration how we currently operate with existing metrics and extrapolate those with the anticipated operational changes.

Menu & Food Items

New for Lazy Guy will be the introduction of prepared food items (vs. pre-packaged snacks). The menu will focus on 'sharable' foods and small plate options that are intended to pair with our existing cocktail offerings. Additionally, adding a prepared food menu will allow for events such as 'whiskey diner pairings,' VIP events, etc. With no historical cost/revenue model for a food menu we have taken industry standard best-practices for menu costing as a basis for future estimates. Like costing cocktails, food cost target is 30% (ingredients/labor/overhead) or less to achieve a profitable food offering.



Using the same approach we already employ regarding cocktail costs will apply to food costs as well. Food sales will focus on dinner Wednesday thru Saturday, late lunch on Saturday with a brunch and early dinner on Sundays.

Menu items are expected to carry a price between \$12 and \$25 (food cost between \$3.60 & \$7.50). Considering that kitchen staff would carry a weekly labor cost of approximately \$1080, factoring food cost and overhead, we would need to realize around \$3000 in weekly gross food sales.

Operational & Manufacturing Estimates

Manufacturing operations are estimated to increase 10-20% over current levels, With the increase in storage space an increase in production is anticipated but will be scaled over the first 12 months of operation in the new facility. The single most expensive manufacturing component are oak barrels; currently \$563 for a single 53-gallon barrel and \$425 for a single 30-gallon barrel. Expending costs for manufacturing components are calculated against revenue so as not to stress cash flow. This will continue to be a governing factor for future manufacturing levels.



Operational Hours

Current open hours (as of 4/20/25) are 18 ‘open’ hours weekly. In the new facility there will be an increase in open hours due to 1) additional parking, 2) new food offerings and 3) additional seating. We are currently estimating the following open hours in the new future location:

Monday	Closed	
Tuesday	Closed	
Wednesday	5-9	(4 hours)
Thursday	5-9	(4 hours)
Friday	5-10	(5 hours)
Saturday	2-10	(8 hours)
Sunday	12-6	(6 hours)



Total open hours ‘to the public’ is initially projected to be 27 hours weekly. Each workday will also consist of approximately 1 hour of setup/prep & (possibly) :30 minutes of cleanup for certain staff. This will add an additional 5-8 hours for staff totaling approximately 32-36 weekly hours (per worker). It is anticipated that there will be variations in staffing requirements based on the day of the week and hours of the day. Using known customer trends, the busiest days are Friday & Saturday with the busiest hours of ‘5pm to close’. Therefore, staffing requirements on Wednesday, Thursday & Sunday will be less demanding than Friday & Saturday. During the less demanding hours, staff count is anticipated to be 3 people. During more demanding hours, staff requirement is expected to be 4-5 people.

Labor Costs

Controlling labor costs will continue to be a primary focus. We do not plan to have a traditional hospitality pay schedule for server staff. Traditionally servers in the hospitality industry in the United States are paid a lower base wage and tips would comprise the remainder of their total take home pay. Contrary to this common practice Lazy Guy will offer a higher base wage PLUS dedicated tips. Depending on experience the entry-level wage for servers/bartenders/staff will earn \$15/hr plus applicable tips (depending on job role). The goal of this approach is to minimize employee turnover while attracting reliable talent that best represents Lazy Guy Distillery.

The estimate job roles are noted below:

- Bartender \$15/hr + tips
- General Manager \$20/hr + tips (likely salary)
- Server \$15/hr + tips
- Kitchen Cook/Manager \$15-\$20/hr
- Kitchen Prep/Expediter \$10-\$12/hr

Staffing costs during low-demand hours (3-4 people) is estimated to range between \$45-\$60/hr. Staffing costs during high-demand hours (5-6 people) is estimated to range between \$75-\$90/hr.

Staff Cost Estimate		
	Low-Demand Hours	High-Demand Hours
Avg. Staff Hourly Labor Cost	\$50	\$62
# of OPEN Hours each Week	15	14
# of LABOR Hours Each Week	45	56
Mean Weekly Staff Cost	\$750	\$868
Total est. weekly staff cost	\$1618	
Labor Cost (cost / by hours worked)	16%	

Future Cost & Revenue & Operational Models

Considering the new location, we estimate the following changes in our costs, revenues and operational models:

- Operating & Manufacturing Costs
 - Manufacturing and Operating costs are estimated to increase by approximately 10-15%.
- Payroll & Employee Costs
 - It is estimated that labor costs will increase due to 1) the increase of open hours, 2) the addition of food items and 3) indoor seating.
 - The current labor cost model affords relatively low labor costs coming in at under \$350 per week.
 - Future labor costs are expected to be under \$3000 per week.
- Insurance and Bond Costs
 - Bond costs will remain fixed and we do not expect any increase in bond expenses.
 - Insurance costs will likely be elevated as the building will be larger and newer than our current facility.
 - Liquor liability is expected to be comparable to prior years as that cost is based on gross sales. However, as sales increase, we do expect liquor liability insurance costs to rise.
- Rent & Lease Costs
 - Rent costs are expected to drop as we will no longer have multiple locations for lease.
 - Rent costs will be replaced with mortgage/loan payments for the new facility.
 - We do expect the mortgage/loan payment on the new facility to be higher than our current combined rent payments.
- Property Taxes
 - We expect property tax to increase due to the value of the new construction. It is unclear at this time what that property tax amount will be.
 - One of the existing Lazy Guy properties is a triple-net lease, so that amount will be converted into the amount of property taxes on the new location once we vacate the existing property.

- Excise Taxes
 - The amount of excise tax paid is expected to increase in relation to the amount of alcohol sold and is not expected to be any more burdensome than what currently exists.
- Revenue Stream: On-Premise/Off-Premise sales
 - Revenue from alcohol sales is expected to increase as we will increase the amount of parking, seating and be adding indoor seating.
- Revenue Stream: Food Sales
 - Lazy Guy has no significant history selling food items beyond pre-packaged chips and snacks. Therefore, the estimate we are targeting is based on the labor costs for food service operations. Based on the number of staff required to operate the kitchen it is estimated to carry a weekly labor cost of approximately \$992. Factoring labor costs are typically 30% of food sales, the number of sales needed from food would total \$3306 weekly. Based on 1) anticipated client traffic and 2) number of open hours each day, the daily food sale requirements are noted below:
 - Wednesday 15% of weekly food sales
 - Thursday 15% of weekly food sales
 - Friday 19% of weekly food sales
 - Saturday 29% of weekly food sales
 - Sunday 22% of weekly food sales
- Revenue Stream: Distribution Sales
 - Sales via distribution are expected to have nominal growth. Restrictive laws, low margins and distributor sales staff turnover are challenges which restrict sales via distribution. Therefore, sales via distribution are not expected to increase beyond 10% over 2024.
- Revenue Stream: Contract Distilling & Consulting
 - Contract Distilling & Consulting will continue to be a focus and is expected to increase 5-10%.

Job Creation

Currently Lazy Guy has one full time (W-2) employee and two part-time (W-2) employees. Looking toward the future in our new location we estimate to have one full-time (W-2) employee and up to seven part-time (W-2) employees. We do not expect to utilize 1099 contractors unless a specific need arises.

Source of Funding

This project is estimated to cost between \$1.6M-8-\$2.2M based on anticipated construction costs and FFE buildout. After several revisions to our building design we are estimating that the build square footage will total around 6000-7000 sq/ft with approximately 2000 sq/ft devoted to hospitality and the remaining 4000-5000 sq/ft dedicated to production and storage. After initial talks with General Contractors, we have an approximate per-square-foot build cost for the hospitality area between \$275-\$310. For the production area we are estimating a per-square-foot cost between \$225-\$250.

Hospitality	2000 sq/ft @ \$292 (averaged) sq/ft = \$584K
Production/Storage	4000-5000 sq/ft @ \$237 (averaged) sq/ft = \$948K-\$1.185M
<i>Total est. build cost</i>	<i>\$1.49M-1.76M.</i>

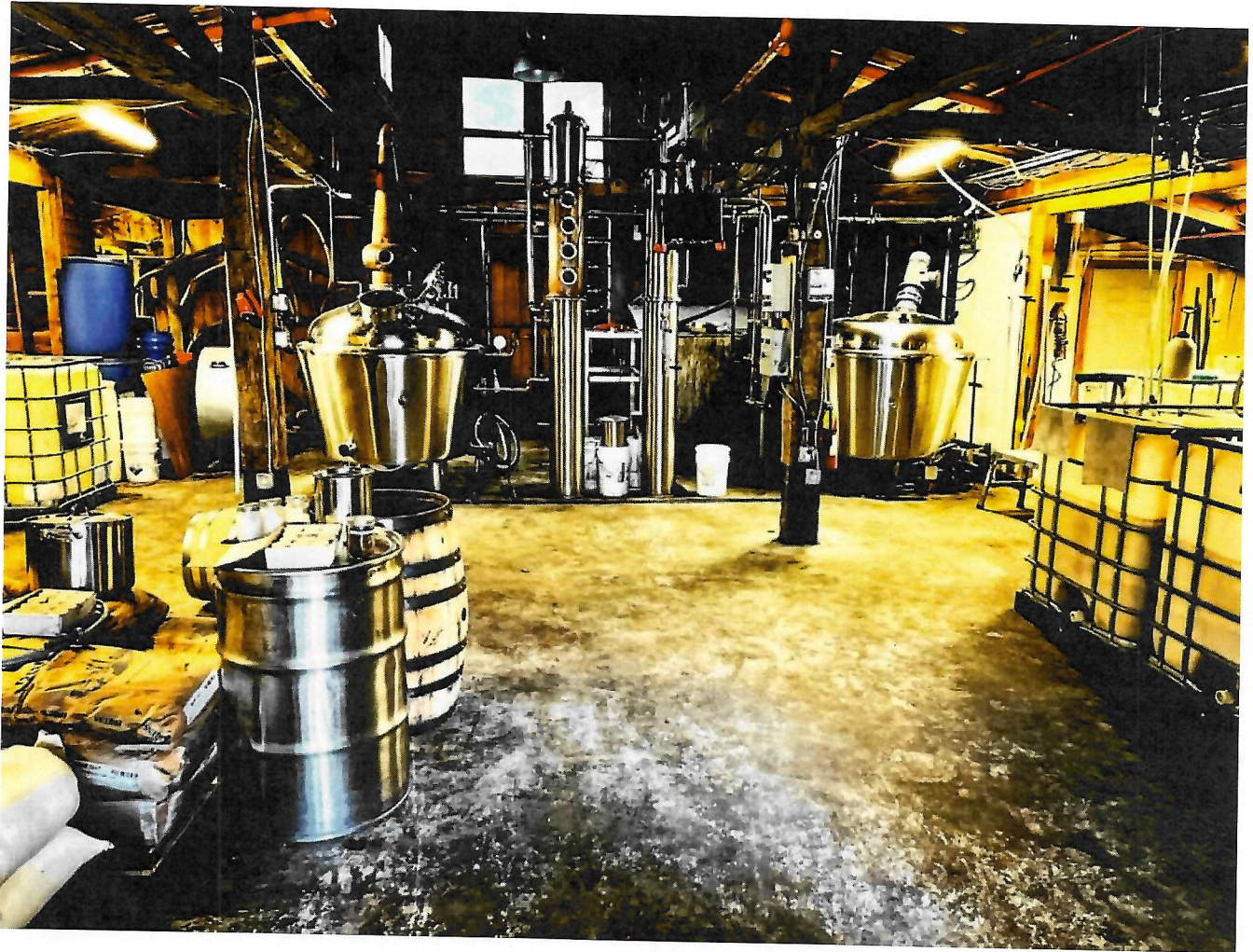
NOTE: Until final architectural plans are designed, we are unable to refine these costs further due to volatility in the construction material markets. Expediting architectural plans to help refine these costs are a top priority. Noteworthy is that the land upon which the building will be built (Cobb Co. Parcel ID #20016700640) has been purchased as of 3/31/2025 and is unincumbered as this was a cash purchase. The land will be collateralized as needed to secure building finances. The plan for financing is to leverage as much as possible with the lowest interest rates using the State Small Business Credit Initiative (SSBCI) program or other such programs. The remainder of financing will likely be from a traditional bank lender. Currently, we have open dialogue with several funding sources.

Summary

After 12 years of operation in the same (leased) building, Lazy Guy Distillery has built strong relations with our community and is recognized as an award-winning distillery capturing over 21 industry awards since 2014. The next evolution of Lazy Guy Distillery is best realized in a larger facility that allows for expanded manufacturing operations, food offerings, increased storage space, additional seating, and more customer parking. Although we have exploited the charm and limits of our existing venue it has become evident that these limitations have and will continue to restrict the evolution of Lazy Guy Distillery. Securing a larger facility is the next logical step in growth of our company and we are eager to start our next chapter.

Mark Allen

Owner / Lazy Guy Distiller



Lazy Guy

D I S T I L L E R Y

The intent of appearance for the new Lazy Guy Distillery building will be to blend with neighboring buildings with a slight industrial look commonly associated with manufacturing distilled spirits. Color variations in brick are aligned with the Core Arris apartment complex (neighboring property) which also has color variations for each floor of the building. Brick provides a clean and upscale appearance with durable longevity.

EXTERIOR BUILDING MATERIALS – DISTILLERY BUILDING / HOSPITALITY AREA (main level)

- Textured brick with lighter color variations
- Arched industrial style windows / kick-out portion for ventilation
- Grain silo sign (proposed) on roof visible from Summers St. & South Main St.
- Sight lines broken with overhangs / awnings

EXTERIOR BUILDING MATERIALS – OWNERS SUITE (upper level)

- Textured brick with lighter darker variations / visual separation from distillery building
- Glass full-length windows / matched with windows styles on distillery building

EXTERIOR HOSPITALITY – COVERED AREA

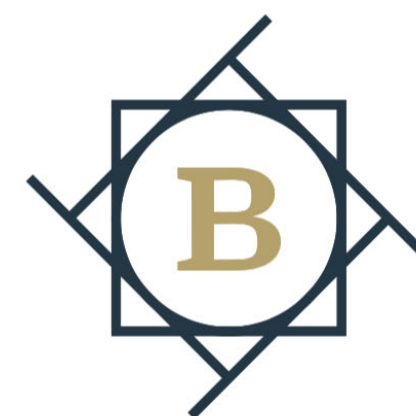
- Bar height tables + chairs
- Polished cement floor
- Bar for sidewalk (walk up service / Entertainment Zone) + outdoor seating area
- Roll-up metal doors to sidewalk / indoor hospitality area

EXTERIOR HOSPITALITY – OPEN YARD AREA

- Pea gravel / Shale gravel (dust free) ground covering
- Roll-up doors to indoor hospitality area
- Sling back chairs / low tables
- Wood burning firepit
- Outdoor furnishings / Slingback chairs
- Edison string lights / warm light effect

GOVERNING CODES

- CITY OF KENNESAW, GA**
- INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020,2022,2024,2025)
 - INTERNATIONAL FIRE CODE, 2018 EDITION (CONTACT STATE FIRE MARSHAL)
 - INTERNATIONAL PLUMBING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020,2022,2023,2024)
 - INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020,2024)
 - INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020,2022)
 - NATIONAL ELECTRICAL CODE, 2020 EDITION WITH GEORGIA AMENDMENTS (2021)
 - INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020,2022,2023)
 - NFPA 101 LIFE SAFETY CODE 2018 W/ GA AMENDMENTS (2020)



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ARCHITECTURAL GROUP

LAZY GUY DISTILLERY

TYPE IIA CONSTRUCTION
 - STEEL FRAMING WITH LIMITED FIREPROOFING
 - 1 HOUR FIRE RESISTANCE
 - SPRINKLERED THROUGHOUT
 - CONCRETE SLAB FLOORS, ACOUSTIC INSULATION

DRAWING INDEX

GENERAL	
SHEET NO.	SHEET NAME
A001	COVER SHEET
A002	GENERAL NOTES, SYMBOL LEGEND & ADA DETAILS
A003	ADA DETAILS
A004	3D DRAWINGS & DIAGRAMS
ARCHITECTURAL	
ARCHITECTURAL	
A100	SITE PLAN
A101	LIFE SAFETY PLAN
A102	DIMENSIONED PLAN - MAIN LEVEL
A103	DIMENSIONED PLAN - SECOND LEVEL
A104	FINISH PLAN - MAIN LEVEL
A105	FINISH PLAN - SECOND LEVEL
A106	REFLECTED CEILING PLAN - MAIN LEVEL
A107	REFLECTED CEILING PLAN - SECOND LEVEL
A108	ROOF PLAN
A109	ENLARGED PLANS
A201	BUILDING ELEVATIONS
A202	BUILDING ELEVATIONS
A300	BUILDING SECTIONS

LOCATION MAP



PROJECT DATA

	A-2 ASSEMBLY	F-1 INDUSTRIAL	R-2 RESIDENTIAL	NFPA 101 CH. 12
1. OCCUPANCY CLASSIFICATION	A-2 ASSEMBLY	F-1 INDUSTRIAL	R-2 RESIDENTIAL	NFPA 101 CH. 12
2. CONSTRUCTION TYPE	TYPE IIA	TYPE IIA	TYPE IIA	IBC 602
3. HEIGHT & AREA LIMITATION				TABLE 504.3
A. STORIES ALLOWED:				TABLE 504.3
B. STORIES PROVIDED:				TABLE 504.3
C. HEIGHT ALLOWED:				TABLE 504.3
D. HEIGHT PROVIDED:				TABLE 504.3
E. ALLOWABLE AREA/FLOOR:				TABLE 504.3
F. AREAS PROVIDED:				
1. MAIN FLOOR				
2. 2ND FLOOR				
3. BASEMENT				
4. FIRE PROTECTION - SPRINKLED / FIRE ALARM	??			NFPA 101
5. MAIN OCCUPANT LOAD FACTOR				NFPA 101
A. OTHER OCCUPANT LOAD FACTORS				NFPA 101
6. REQUIRED # OF FIXTURES				IPC
1. TOILETS:	0			
2. LAVATORIES:	0			
3. DRINKING FOUNTAINS:	0			
7. MEANS OF EGRESS:				NFPA 101
A. DOORS:				
CLEAR WIDTH REQUIRED:	?			
CLEAR WIDTH PROVIDED:	0			
B. STAIRS:				
CLEAR WIDTH REQUIRED:	36" MIN.			
RISER HEIGHT MAXIMUM:	7" MAX			
TREAD DEPTH MINIMUM:	12'-0" MAX			
MAX HEIGHT PROV. BETWEEN LANDINGS				
8. ARRANGEMENT OF MEANS OF EGRESS:				NFPA 101
MAX TRAVEL DISTANCE:				
LONGEST TRAVEL DISTANCE:				

CONTACT LIST

ARCHITECT:
 NAME: M. CHRISTOPHER BALDWIN
 EMAIL: CHRISTOPHER@BALDWINARCHITECT.COM
 PHONE: (404) 406 - 9041

OWNER:
 COMPANY: LAZY GUY DISTILLERY
 NAME: MARK ALLEN
 EMAIL: MARK@LAZYGUYBRANDS.COM
 PHONE: (000) 000 - 0000

MEP ENGINEER:
 COMPANY:
 NAME:
 EMAIL:
 PHONE: (000) 000 - 0000

STRUCTURAL ENGINEER:
 COMPANY:
 NAME:
 ADDRESS:
 EMAIL:
 PHONE: (000) 000 - 0000

CONTRACTOR:
 COMPANY:
 NAME:
 ADDRESS:
 EMAIL:
 PHONE: (000) 000 - 0000

PROJECT DESCRIPTION

LAZY GUY DISTILLERY

2600 Keene Street, Kennesaw, GA 30144

COVER SHEET

BALDWIN
ARCHITECTURAL GROUP

M. Christopher Baldwin, Architect
 3846 Mayhew Rd.
 Marietta, Ga 30066
 (404) 406-9041

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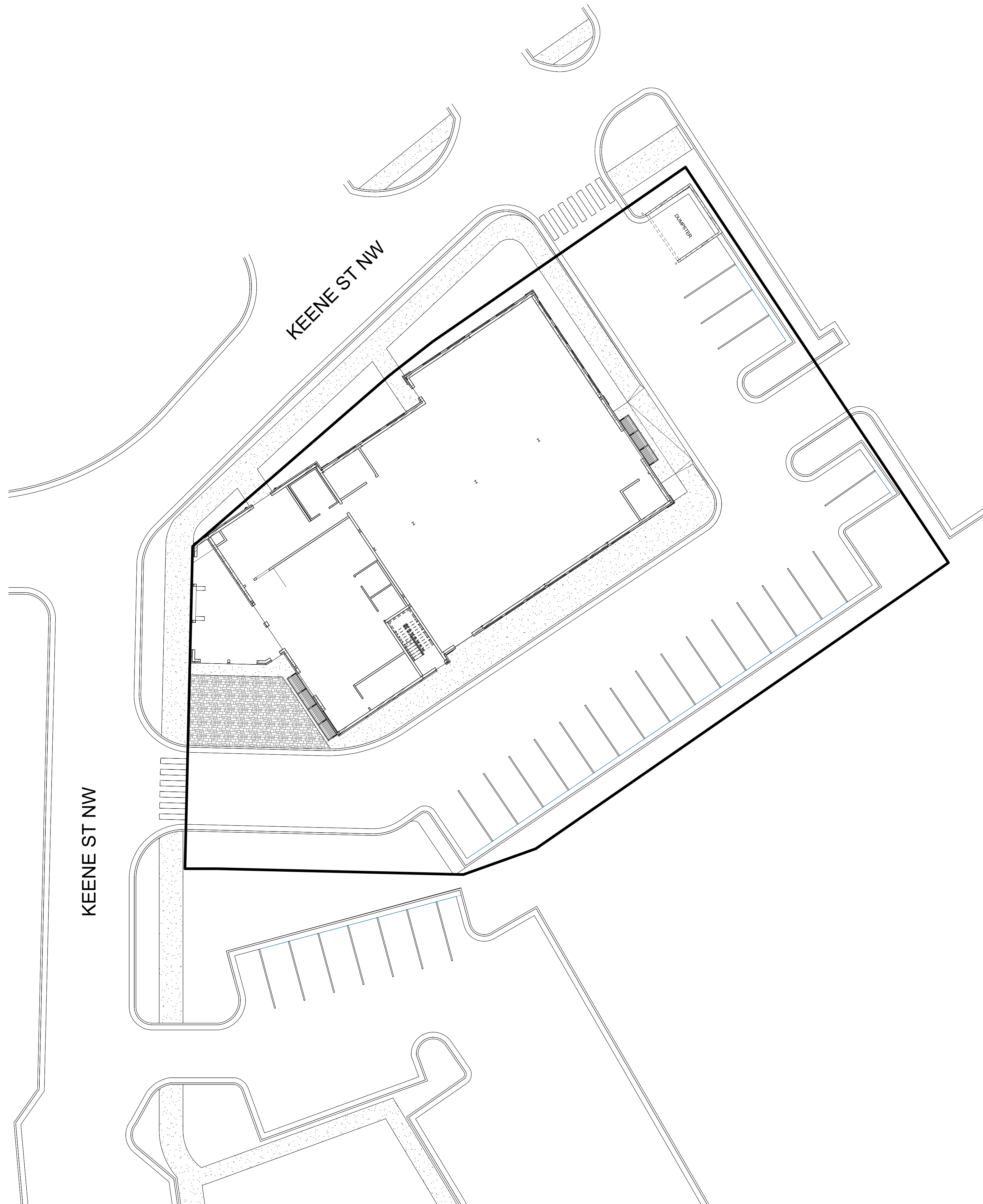
Revision Schedule

No.	Date	By

DATE: 04.25.2025
 DRAWN: JTC
 CHECKED: MCB

JOB NO.
20250425

SHEET NO.
A001



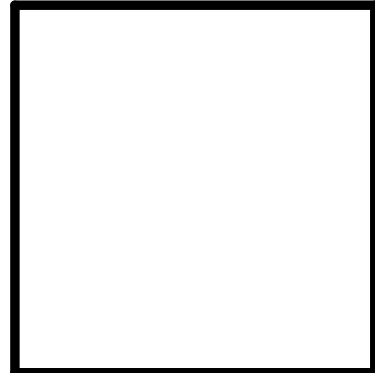
1 **SITE PLAN**
1/16" = 1'-0"

LAZY GUY DISTILLERY
2690 Keene Street, Kennesaw, GA 30144

SITE PLAN

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ARCHITECTURAL GROUP
M. Christopher Baldwin, Architect
3846 Mayhewze Rd.
Marietta, Ga 30066
(404) 406-9041

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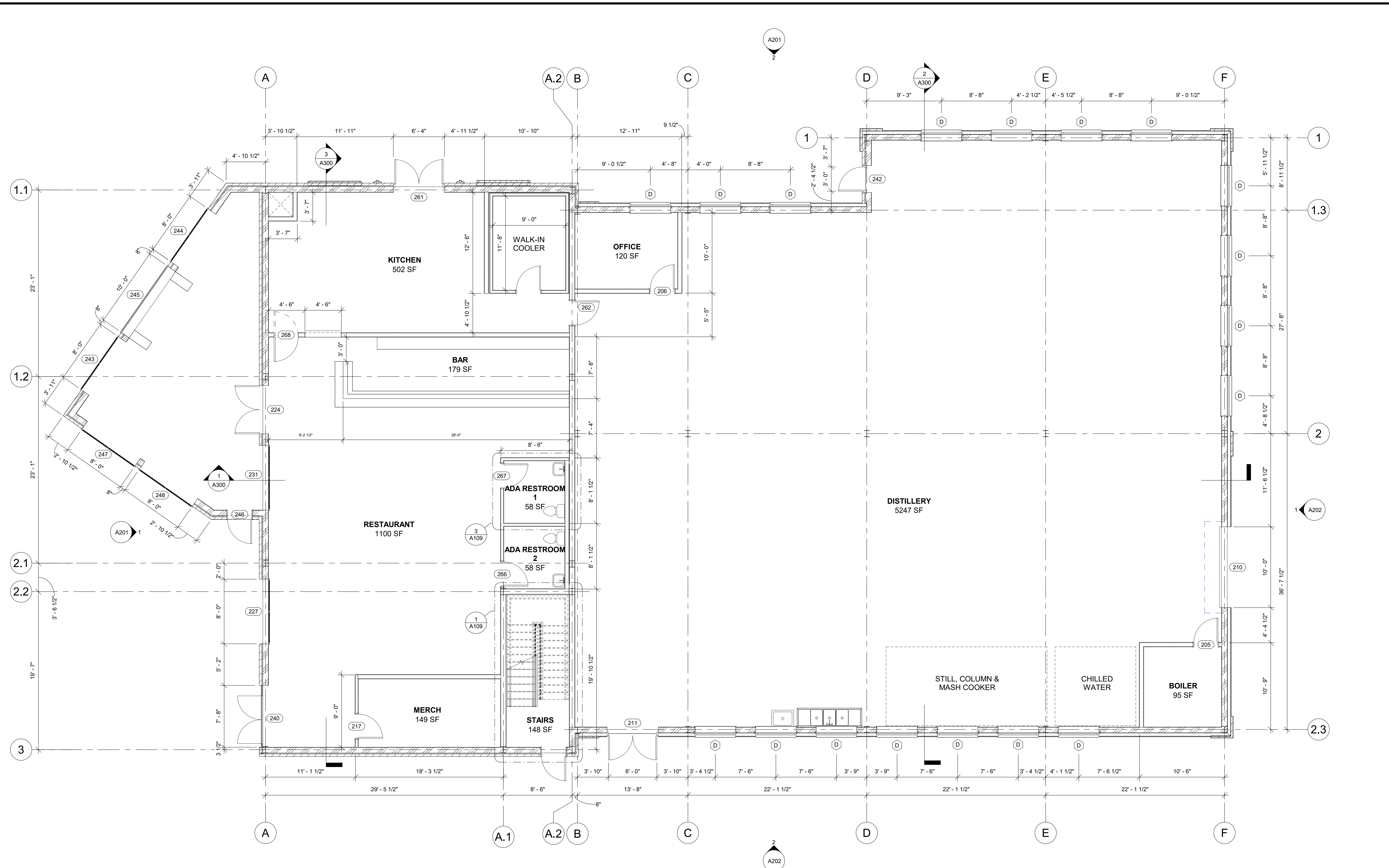
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No.	Date	By

DATE: 04.25.2025
DRAWN: JTC
CHECKED: MCB

JOB NO.
20250425

SHEET NO.
A100



1 **DIMENSION PLAN - MAIN LEVEL**
 3/16" = 1'-0"

LAZY GUY DISTILLERY
 2690 Keene Street, Kennesaw, GA 30144

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 M. Christopher Baldwin, Architect
 3846 Mayhew Rd.
 Marietta, Ga. 30066
 (404) 406-9041

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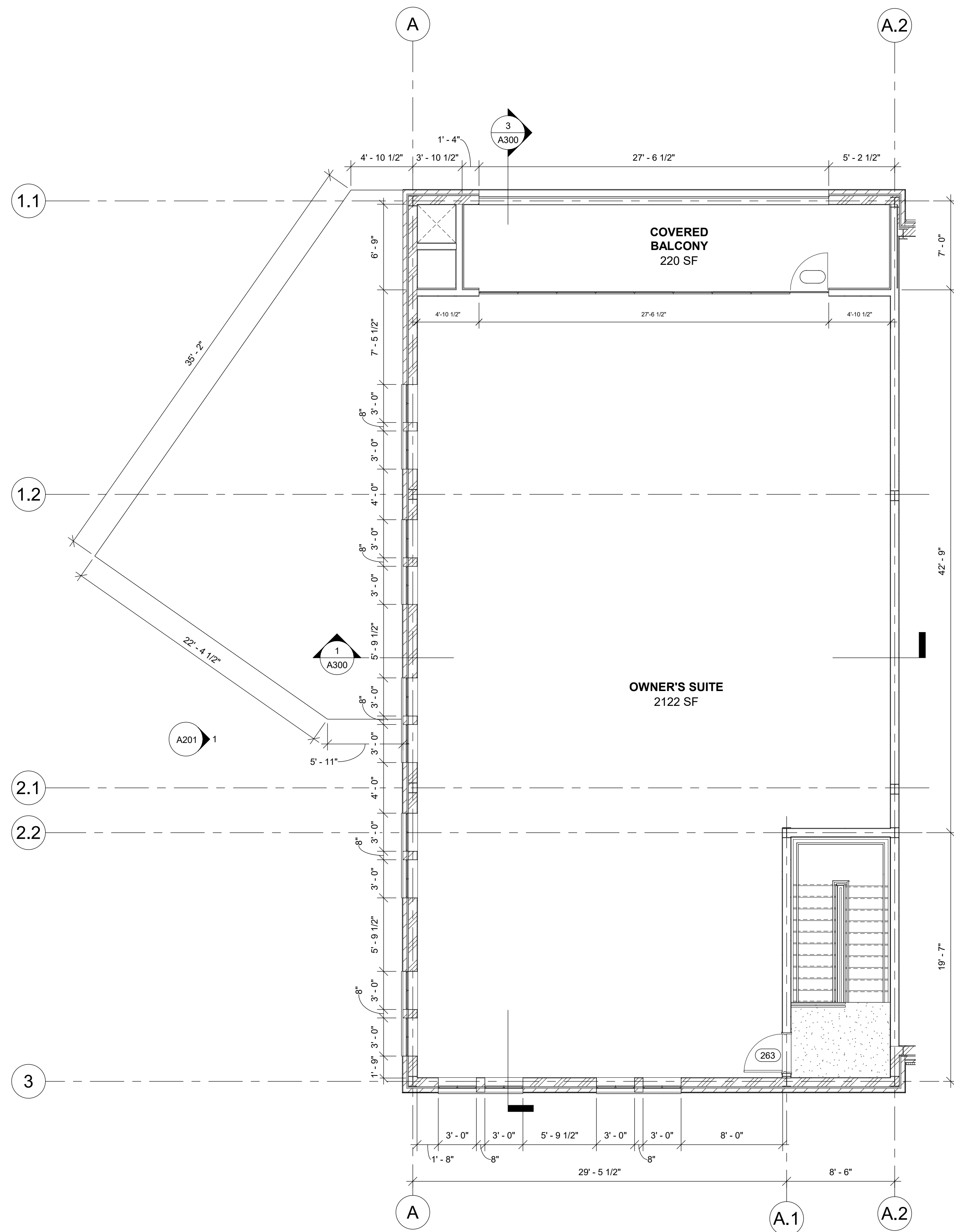
Revision Schedule		
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Revision Schedule		
No.	Date	By

DATE: 04.25.2025
 DRAWN: JTC
 CHECKED: MCB

JOB NO.
20250425

SHEET NO.
A102



1 DIMENSIONED PLAN - SECOND LEVEL
 3/16" = 1'-0"

LAZY GUY DISTILLERY

2690 Keene Street, Kennesaw, GA 30144

DIMENSIONED PLAN - SECOND LEVEL

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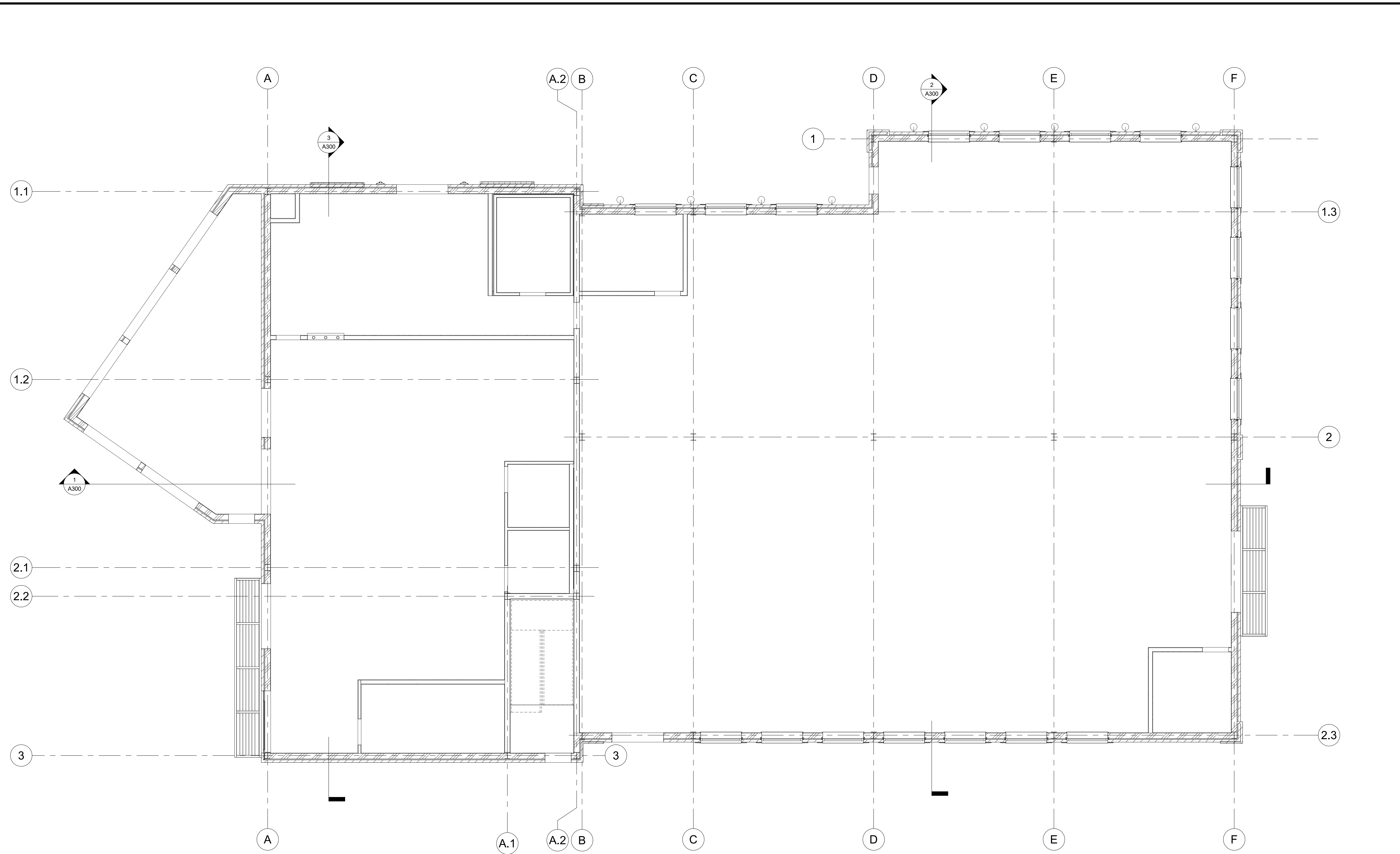
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JOB NO.

20250425

SHEET NO.

A103



1 REFLECTED CEILING PLAN - MAIN LEVEL
 3/16" = 1'-0"

LAZY GUY DISTILLERY
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 M. Christopher Baldwin, Architect
 3846 Mayhew Rd.
 Marietta, Ga 30066
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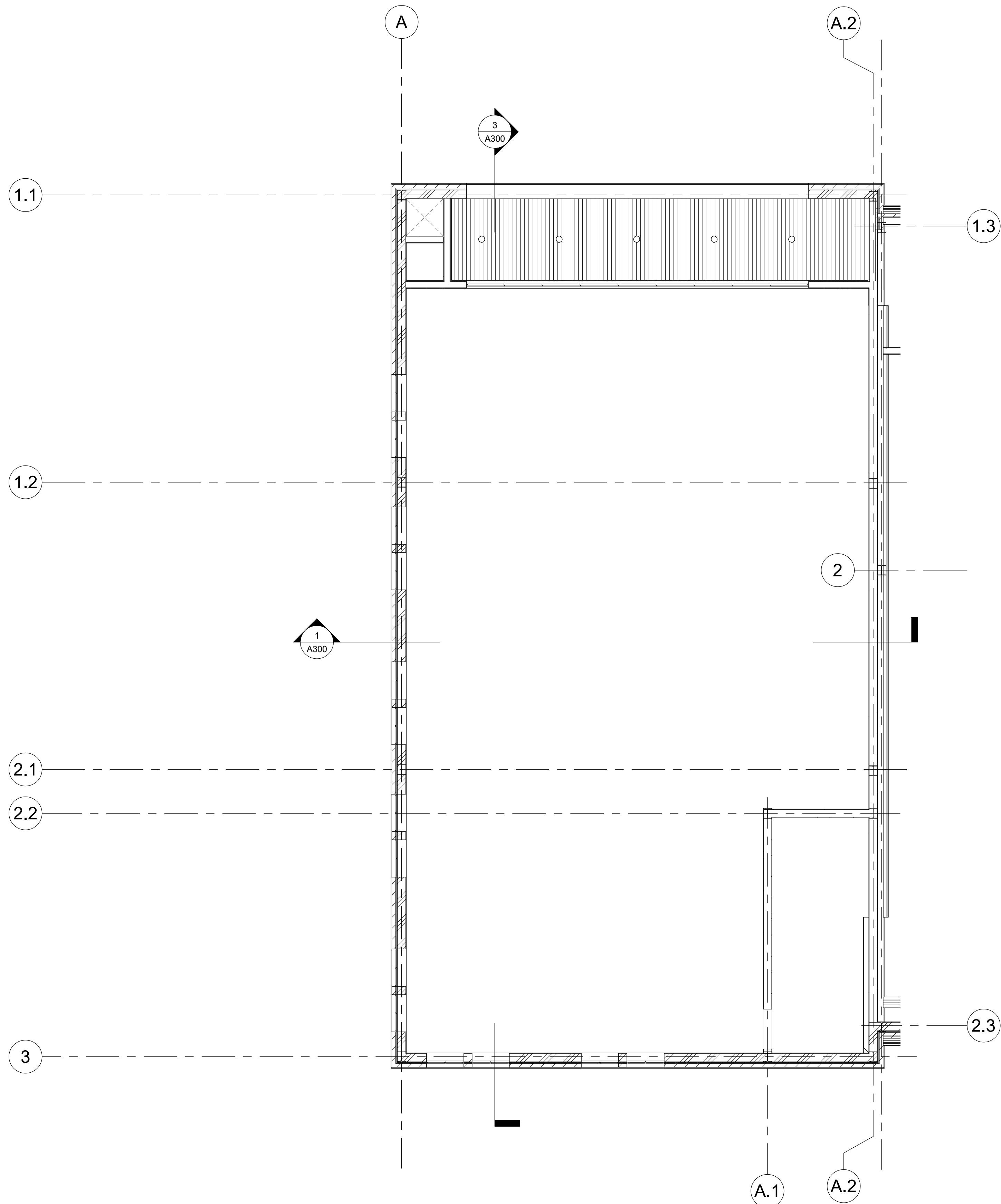
Revision Schedule		
No.	Date	By

Revision Schedule		
No.	Date	By

DATE: 04.25.2025
 DRAWN: JTC
 CHECKED: MCB

JOB NO.
20250425

SHEET NO.
A106



1 REFLECTED CEILING PLAN - SECOND LEVEL
 3/16" = 1'-0"

LAZY GUY DISTILLERY
 2690 Keene Street, Kennesaw, GA 30144
REFLECTED CEILING PLAN - SECOND LEVEL

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 ARCHITECTURAL GROUP
M. Christopher Baldwin, Architect
 3846 Mayhewze Rd.
 Marietta, Ga 30066
 (404) 406-9041

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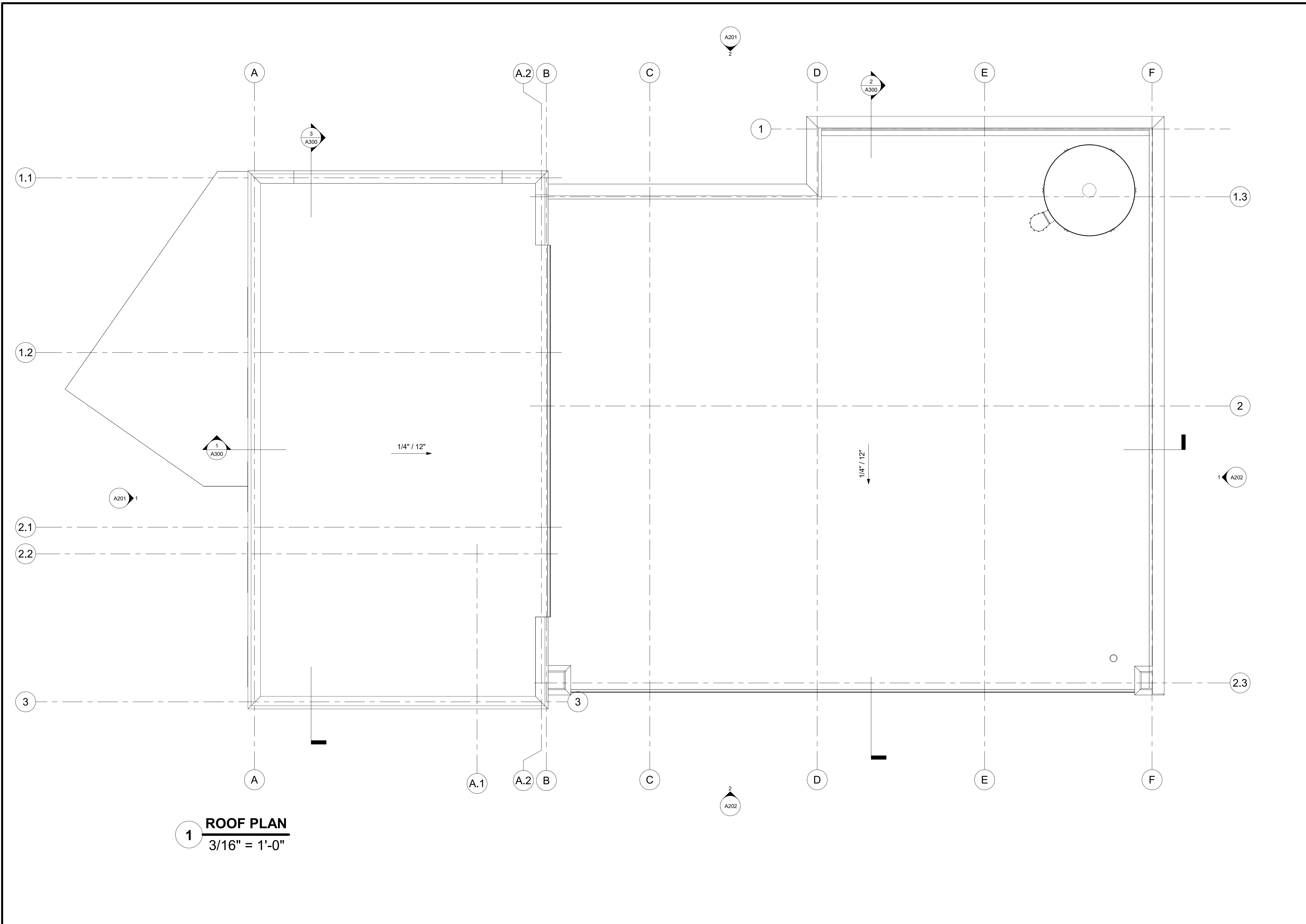
Revision Schedule

No.	Date	By

DATE: 04.25.2025
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JOB NO.
20250425

SHEET NO.
A107



1 ROOF PLAN
3/16" = 1'-0"

LAZY GUY DISTILLERY
2690 Keene Street, Kennesaw, GA 30144

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ARCHITECTURAL GROUP
M. Christopher Baldwin, Architect
3846 Mayhew Rd.
Marietta, Ga 30066
(404) 406-9041

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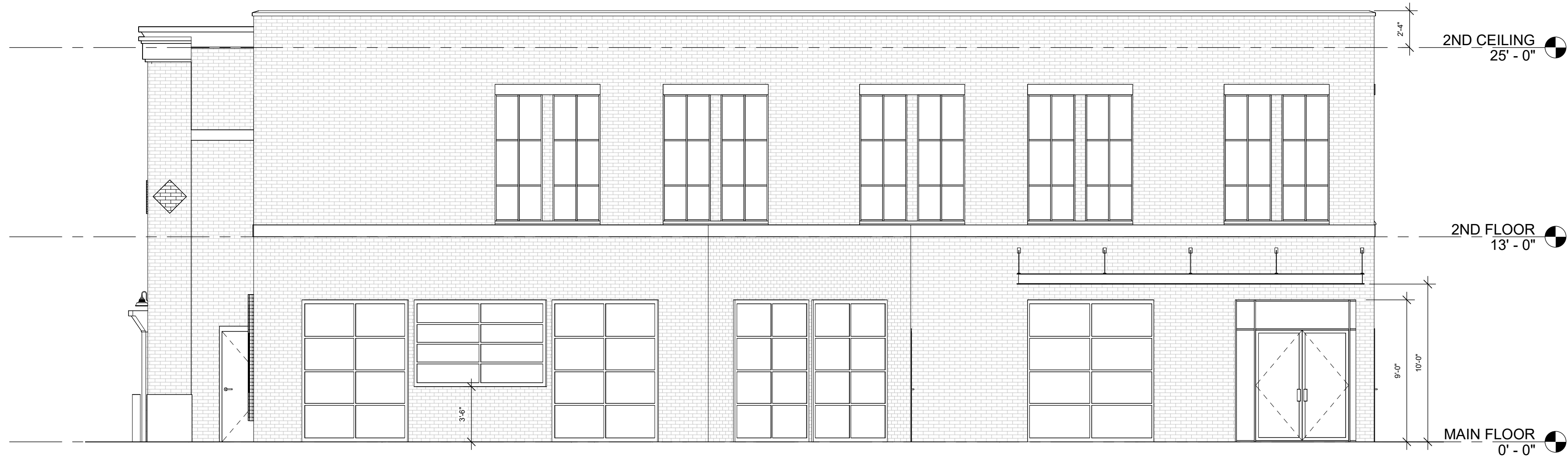
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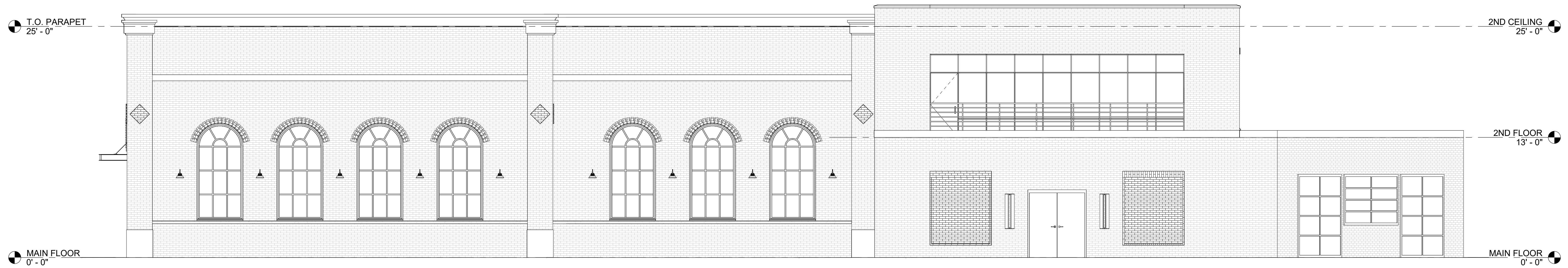
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CHECKED: MCB

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20250425

SHEET NO.
A108



1 FRONT ELEVATION
3/16" = 1'-0"



2 LEFT ELEVATION
3/16" = 1'-0"

LAZY GUY DISTILLERY
2690 Keene Street, Kennesaw, GA 30144

BUILDING ELEVATIONS

BALDWIN
ARCHITECTURAL GROUP
M. Christopher Baldwin, Architect
3846 Mayhew Rd.
Marietta, Ga 30066
(404) 406-9041

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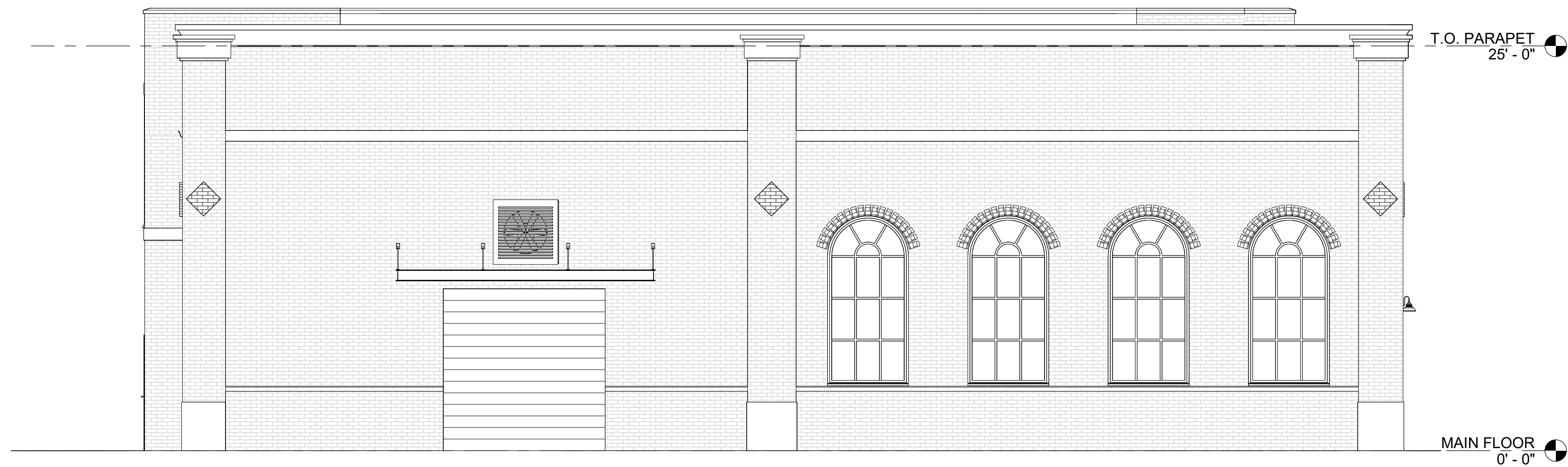
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No.	Date	By

DATE: 04.25.2025
DRAWN: JTC
CHECKED: MCB

JOB NO.
20250425

SHEET NO.
A201



1 REAR ELEVATION
3/16" = 1'-0"



2 RIGHT ELEVATION
3/16" = 1'-0"

LAZY GUY DISTILLERY

2690 Keene Street, Kennesaw, GA 30144

BUILDING ELEVATIONS

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ARCHITECTURAL GROUP
M. Christopher Baldwin, Architect
3846 Mayhew Rd.
Marietta, Ga. 30066
(404) 406-9041

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Revision Schedule

No.	Date	By

DATE: 04.25.2025

DRAWN: JTC

CHECKED: MCB

JOB NO.

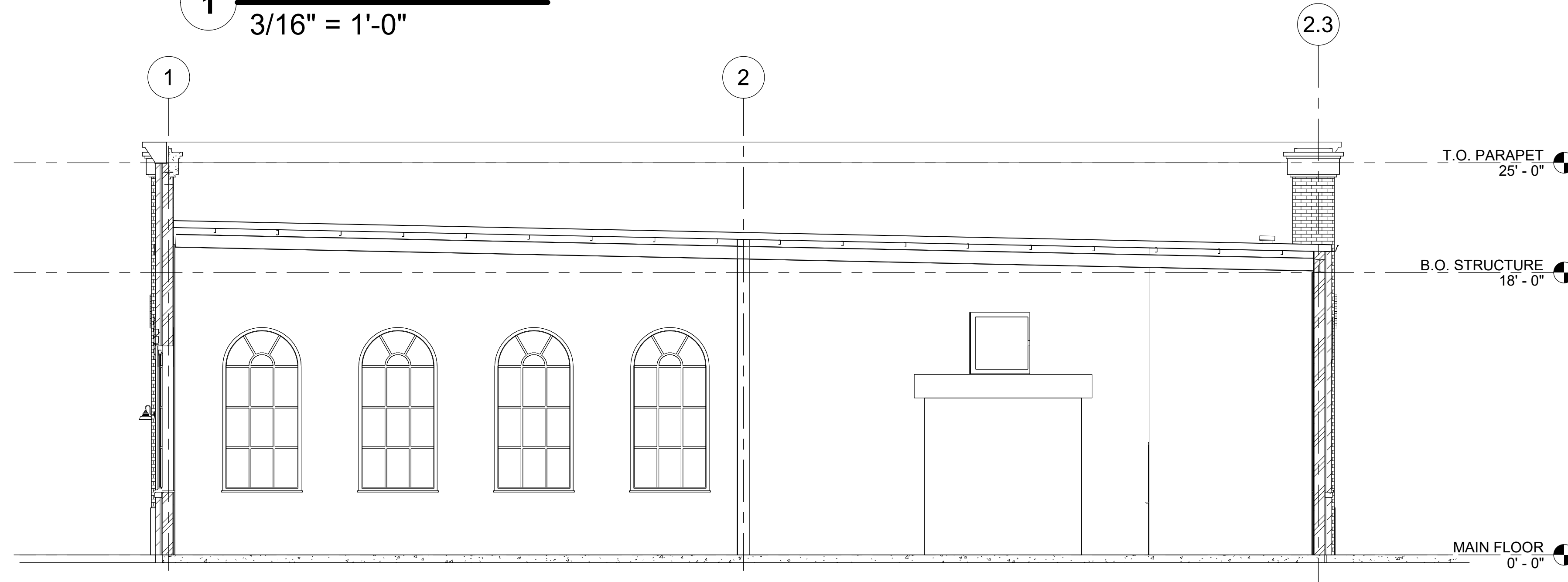
20250425

SHEET NO.

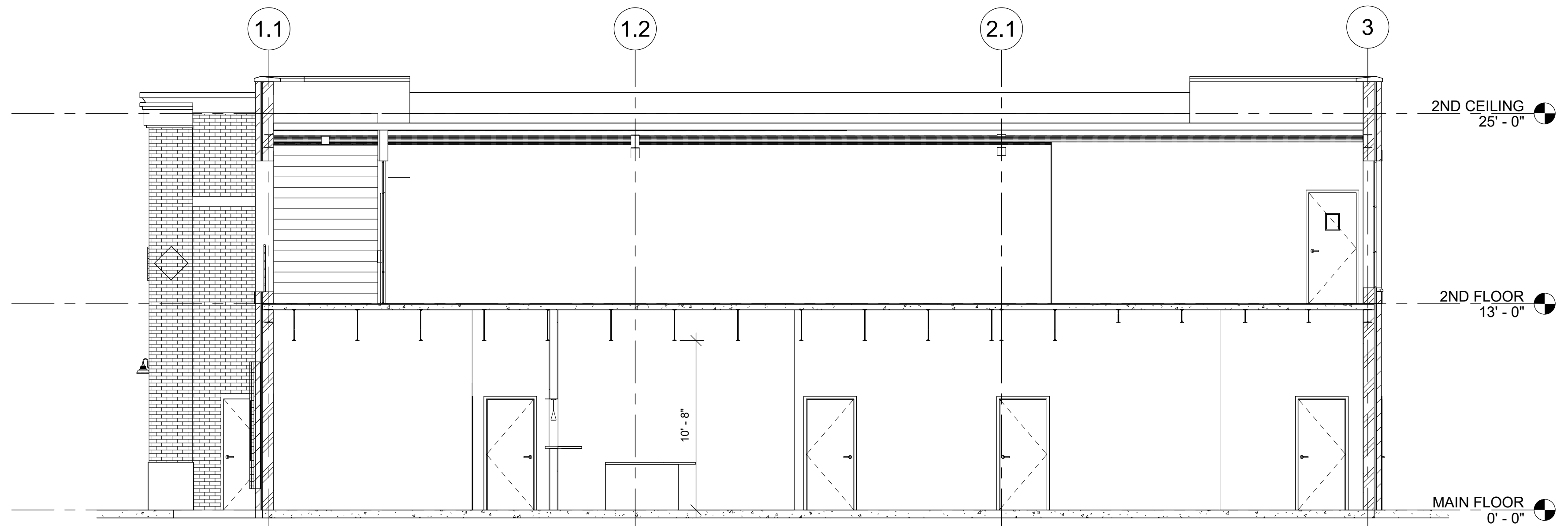
A202



1 BUILDING SECTION 1
3/16" = 1'-0"



2 BUILDING SECTION 2
3/16" = 1'-0"



3 BUILDING SECTION 3
3/16" = 1'-0"

LAZY GUY DISTILLERY
2690 Keene Street, Kennesaw, GA 30144

BALDWIN
ARCHITECTURAL GROUP
M. Christopher Baldwin, Architect
3846 Mayhew Rd.
Marietta, Ga. 30066
(404) 406-9041

Copyright Ownership
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Revision Schedule

No.	Date	By

DATE: 04.25.2025
DRAWN: JTC
CHECKED: MCB

JOB NO.
20250425

SHEET NO.
A300





DISTILLERY

Lazy Farm







Item Report

TO: The Historic Preservation Commission

FROM: Darryl Simmons, Zoning Administrator

DATE: June 20, 2025

TITLE: **Addition and Exterior Renovation (Alteration): 2871 N Main Street**
Consideration of approval for a Certificate of Appropriateness application submitted by 2871 N. Main St LLC for an addition and alteration to the historic structure located at 2871 N Main Street. Said alterations include the installation of a new roof, tempered glass windows, wood doors with single glass lites, and an awning. Case # COA2025-08

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. COA2025-08_2871 N Main St_ ApplicationPacket



CERTIFICATE OF APPROPRIATENESS APPLICATION

Application Fee: \$50.00 Demolition Fee: \$150.00

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.

All new construction and exterior remodeling of buildings within the Kennesaw Historic District shall be subject to the architectural review and approval of the Historic Preservation Commission (**HPC**). HPC approval is also required for Kennesaw Downtown Development Authority (KDDA) Façade and Signage Grants.

A Certificate of Appropriateness (COA) must be obtained from the **HPC** prior to the issuance of a building permit. If a building permit is applied for prior to the issuance of a Certificate of Appropriateness, the building permit will be denied.

Completed applications, along with the required documents, must be submitted to the Planning and Zoning Department through the [iWorq portal](#) located on the city's website at least two weeks prior to the scheduled Historic Preservation Commission meeting. No application will be reviewed or placed on the HPC meeting agenda unless all requirements are met.

The **HPC** shall consider a variety of issues in rendering its decision including, but not limited to the following:

- a. The surrounding development
- b. The best interest of the community
- c. Previous studies undertaken by the City as well as the standards contained herein.

Application for signage to include

- Material Specifications
- Drawing of Sign with Dimensions and Colors to be used
- Façade detail of fonts

Application for landscaping to include

- Variety of trees and shrubs
- Indicate size and location of plantings

Application for exterior renovations and additions to include

- Existing conditions site plan depicting location of addition in relation to the existing property
- Existing floor plan of building
- Proposed floor plan of building including portions not to be altered
- Elevations of all exterior façade of addition including relationship to existing building
- Detail of trim to be utilized on façade
- Manufacturer's specifications for windows, doors and lighting that will be installed-including a photograph or sketch
- Photographs of all existing facades; existing structures adjacent to property; and views from the façade to be altered



CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000, THE CITY OF KENNESAW DOES NOT DISCRIMINATE ON THE BASIS OF RELIGION IN THE APPLICATION OF ITS LAWS, POLICIES, OR PROCEDURES, INCLUDING THE APPLICATION OF ITS LAND USE REGULATIONS AND ZONING LAWS.

Under the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), no government, including the City of Kennesaw, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution. RLUIPA also provides that no government, including the City of Kennesaw, may apply a land use regulation in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious institution or assembly (a day care center or movie theater, for example). Finally, RLUIPA provides that no government, including the City of Kennesaw, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

If you believe that the City of Kennesaw, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, please contact the United States Department of Justice.

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530



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United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530

1. NAME OF APPLICANT: 2871 N. Main St LLC

- Owner
- Other
- Other, please specify _____

APPLICANT MAILING ADDRESS: 2950 Cherokee St., Ste. 400,
Kennesaw, GA 30144

(Home#) [REDACTED] (Cell#) _____ (Email) [REDACTED]

PROPERTY ADDRESS: 2871 N. Main St.

Land Lot 20-138 Tax Parcel 20013801080 Lot Size .124

Current zoning on property: C3 - CBD

2. NAME OF ATTORNEY OR REPRESENTATIVE:

(Home#) _____ (Cell#) _____ (Email) _____

NAME OF OWNER:

2871 N. Main St, LLC

(Home#) [REDACTED] (Cell#) _____ (Email) [REDACTED]

3. ACTIVITY

- New Construction
- Demolition
- Awnings
- Fence
- Repairs or Alterations
- Landscaping
- Exterior Architectural Features
- Exterior Environmental Feature Change
- Moving a Building
- Sign Erection
- Sign Placement *

*** (NOTE – Business License required before signage installation)**

Please describe your proposed work as simply and accurately as possible. Use the attached submittal criteria checklist to guide you in your description. Be sure to indicate materials to be used. Accurate drawings and photographs are required. (Use extra sheet, if necessary.) **Signed and sealed drawings from an architect, engineer or other design professional are required when construction of a new building, alterations and/or additions to existing structures are being made (Code 800.14.1).**

2871 N. Main is an existing shell building. A new roof will be put on as a repair to the building. We plan to reuse existing window frames if found to be historic and salvageable. We would propose the use of new tempered glass. For the doors, new wood doors with single glass lites for replacements. We also plan to add an awning back to fit with the aesthetics on that block (the new build at 2861) existing

Important: This form must be completed before the Historic Preservation Commission will consider the approval of any material change to a property within a Historic District. This form, along with supporting documents must be filed with the Planning and Zoning Department through **iWork portal** located on the city's website at least two weeks prior to the scheduled Historic Preservation Commission meeting.

Incomplete applications will not be docketed for consideration by the Historic Preservation Commission.

The City of Kennesaw will not issue any permits until 7 days after the Commission's decision, per City Ordinance No. 2003-51, Section Two. 800.20 –Any person or persons jointly or severally aggrieved by any decision of the Kennesaw HPC may appeal to the Mayor and City Council. The appeal must be filed within 7 days of the decision of the Commission and must be made by written petition delivered to the Zoning Administrator. The appeal shall be on the application exactly as presented to the commission.

Signature of Applicant

Date

R. Dale Ayres, Managing Member 6/16/25

Signature of Owner

Date

(If different from applicant, consenting to work to be performed on said property.)



CERTIFICATE OF APPROPRIATENESS

APPROVAL SIGNATURES

Darryl Simmons (Application Deemed Complete)
Planning & Zoning Administrator

Date: _____

(Application Administratively Approved)
HPC Chair

Date: _____

- GRANTED
DENIED Reason for denial
REQUIRES HPC APPROVAL

Historic Preservation Commission consideration:

HEARING DATE: _____

ACTION BY COMMISSION:

- GRANTED
DENIED

APPROVED WITH CONDITIONS:

DENIED: Reason for denial

(May re-submit within 60 days)

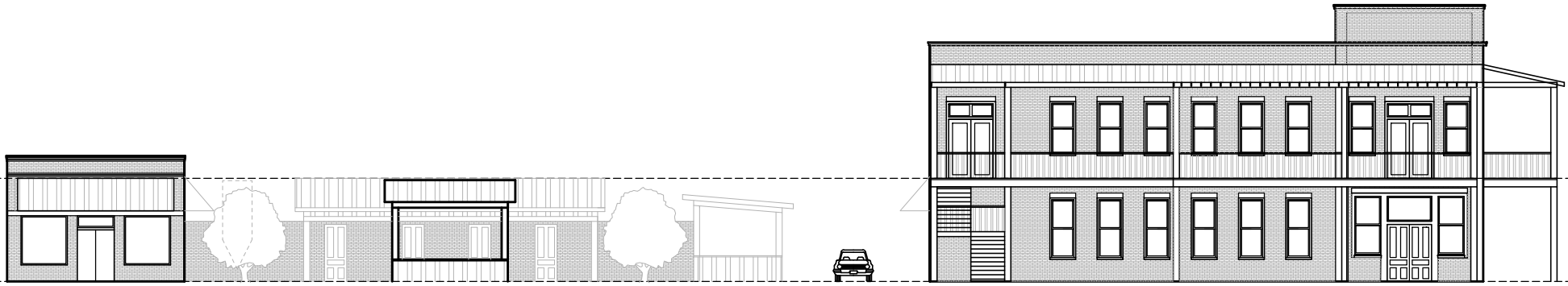
POSTPONED/TABLED _____

Signature, Historic Preservation Commission

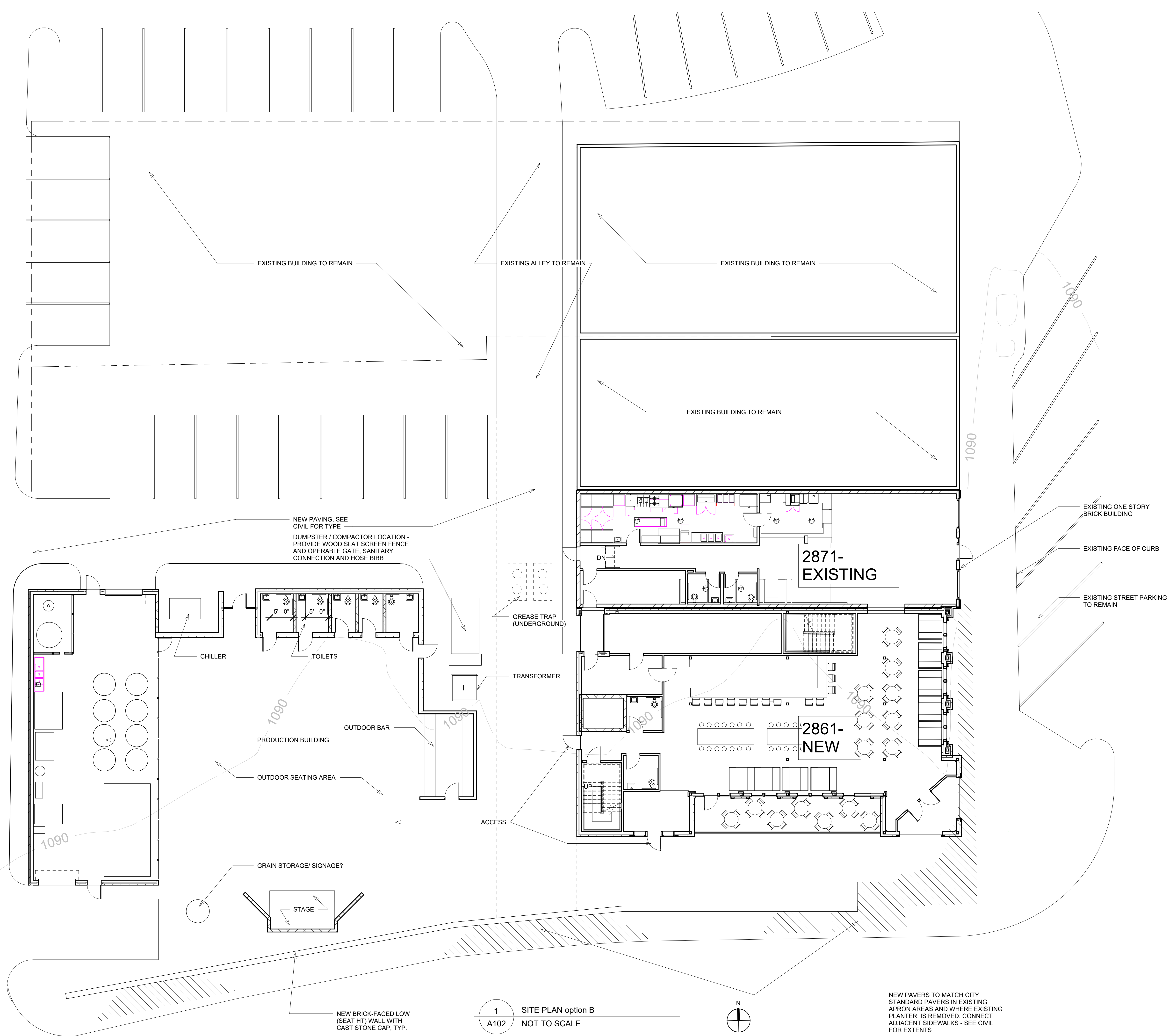
Date

Upon Administrative Approval scan and send document to Commission for review





THE PLAZA, KENNESAW



stamp:

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revisions

No.	Description	Date
1		

sheet title:
**ARCHITECTURAL
SITE PLAN B**

project number: 21010
drawing date:
scale: as noted

sheet number:
A102
 NOT ISSUED FOR CONSTRUCTION
 ISSUED FOR CONSTRUCTION

Materials

Walls: Brick to match dominant existing brick on block (red brick with off white mortar)

Roofing (where visible): standing seam metal

Windows/doors: wood or composite

Columns/railings: wood or composite or metal (as metal will last longer)



WILDMAN'S
DENT MYERS
FIFTH WAR ST



2875





Item Report

TO: The Historic Preservation Commission
FROM: Darryl Simmons, Zoning Administrator
DATE: June 20, 2025
TITLE: **Central Business District: 2861 & 2871 N Main Street**
Consideration to review a Central Business District project application to construct a commercial development consisting of a brewery and public plaza on 0.545 +/- acres located at 2861 and 2871 N Main Street (Parcel # 20013801060 & Parcel # 20013801080). Case # CBD2025-04

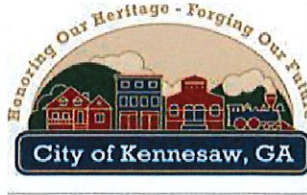
Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. CBD2025-04 - 2861 & 2871 N Main St_Application Packet



**Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
Kennesaw, GA 30144**

**CENTRAL BUSINESS DISTRICT
REZONING CHECKLIST**
Required Fee \$0

Darryl Simmons
Planning & Zoning Administrator

Chanelle Campbell
Assistant Zoning Administrator/Planner

For questions, please feel free to contact the Planning and Zoning Department at (770) 590-8268 or zoningdept@kennesaw-ga.gov.

CHECKLIST ITEMS

- Application completed, signed and notarized
- A copy of the deed for said property with full legal description
Please note: Copy of the deed is needed to verify the name of the property owner
- Total Rezoning Fee – \$0
- The above items can be submitted in one of the following ways:
 1. Scan and email to zoningdept@kennesaw-ga.gov in PDF format.
 2. Submit in person at 3080 Moon Station Rd, 2nd Floor, Kennesaw, GA 30144
 3. Mail to ATTN: Zoning, 2529 J O Stephenson Avenue, Kennesaw, GA 30144



**CENTRAL BUSINESS DISTRICT
PROJECT APPROVAL**

Date Received 6-9-25
Staff's Initials RG

Is this property located within the Kennesaw Historic District (yes) (no) ?

A minimum of one consultation to review project concept and factors to consider in the planning & design phase prior to initial site plan and architectural review, submission and hearing before the Mayor and Council is mandatory.

Date Received 6-9-25

Staff's Initials RG

Procedures for filing for CBD Approval:

1. Original application completed, signed and notarized
2. Application must be filled out completely, signed and returned to the Zoning Administrator
3. Copy of Business Plan
4. Copy of warranty deed that reflects the current property owner
5. Copy of site plan with proposed project consistent with the Kennesaw Design Guidelines
6. Completed application and supporting documents listed on one Flash Drive or email to zoningdept@kennesaw-ga.gov in PDF format

CBD Approval Process:

1. Submittal to KDDA for review and comment
2. Submittal to HPC for Certificate of Appropriateness (if in HPC district) not in HPC district comments only required from HPC
3. Review/ Approval by Mayor and Council

PROPERTY ADDRESS 2861-2871 N. Main St, Kennesaw, GA 30144

Land Lot 20-138 Tax Parcel 20013801060 Lot Size .545 acre Present Zoning CBD

Proposed Project for Property _____

Add additional sheet if necessary

APPLICANT 2861 N. Main St LLC & 2871 N. Main St LLC

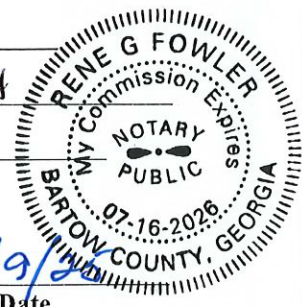
APPLICANT EMAIL _____

Applicant address 2950 Cherokee St, Ste 400, Kennesaw, GA 30144

(Fax #) _____ (Work #) _____ (Cell #) _____

Applicant Signature R. Dale Hughes, Managing Member

Signed, sealed and delivered in presence of: Rene M. Fowler 6/9/25
Notary Date

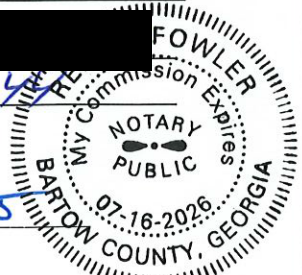


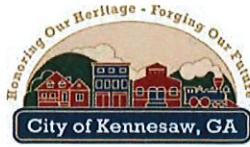
TITLEHOLDER: 2861 N main st LLC & 2871 N main Street LLC Telephone: _____

Address: 2950 Cherokee St, Ste 400, Kennesaw, GA 30144

Signature R. Dale Hughes, Managing Member

Signed, sealed and delivered in presence of: Rene M. Fowler 6/9/25
Notary Date





CENTRAL BUSINESS DISTRICT PROJECT

CBD Project Administratively approved by:

Darryl Simmons, Planning & Zoning Administrator

Date: _____

- APPROVED
- REQUIRES KDDA APPROVAL
- REQUIRES HPC APPROVAL
- MAYOR AND COUNCIL

KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY:

Hearing Date: _____

Recommendation: see attached minutes

Signature Kennesaw Downtown Development Authority:

HISTORIC PRESERVATION COMMISSION:

Hearing Date: _____

Recommendation: see attached minutes

Signature Historic Preservation Commission

KENNESAW MAYOR AND COUNCIL:

Hearing Date: _____ see attached minutes



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

Please supply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 9th day of JULY, 2025

R. Dale Sanchez, Managing Member
Applicants Signature

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.



CENTRAL BUSINESS DISTRICT PROJECT

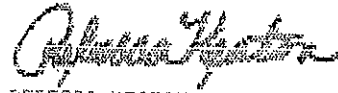
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United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530

BK: 15136 PG: 2664-2666
Filed and Recorded Feb-05-2014 08:32:23AM
DOC#: D2014-007483
Real Estate Transfer Tax Paid \$294.80
0332014001918



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

After Recording, please return to:
Smith, Tumlin, McCurley & Patrick P.C.
P.O. Box 1186
Marietta, GA 30061
STMP File #13130948

Cobb County Tax Parcel #20013801080

STATE OF GEORGIA
COUNTY OF COBB

LIMITED WARRANTY DEED

THIS INDENTURE, made the 3rd day of February, in the year Two Thousand Fourteen between

NORTH MAIN STREET, LLC,
A Georgia Limited Liability Company

as party of the first part, hereinafter called GRANTOR, and

2871 N. MAIN STREET, LLC,
A Georgia Limited Liability Company

as party or parties of the second part, hereinafter called GRANTEE (the words "GRANTOR" and "GRANTEE" to include its respective successors and assigns where the context requires or permits).

W I T N E S S E T H, that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) DOLLARS and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, and confirm unto the said Grantee,


All that tract or parcel of land lying and being in Land Lot 138 of the 20th District, 2nd Section, Cobb County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

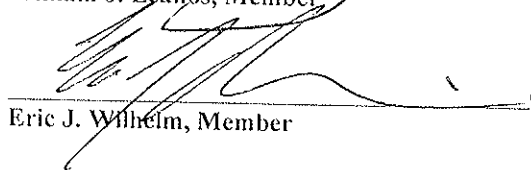
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming under, by or through the Grantor.

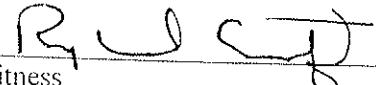
IN WITNESS WHEREOF, the Grantor has caused its duly authorized representatives to execute this instrument under seal, the day and year above written.

GRANTOR:
NORTH MAIN STREET, LLC

By:  (Seal)
William J. Leanos, Member

By:  (Seal)
Eric J. Wilhelm, Member

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

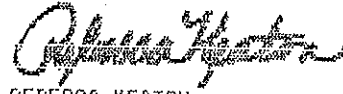


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 138 of the 20th District, 2nd Section, Cobb County, Georgia, being in the city of Kennesaw, and being more particularly described as follows:

Beginning at a point on the east side of Kendrick Street 74.91 feet from the intersection of the east side of Kendrick Street, 20-foot right-of-way (unpaved) and the south side of Lewis Street; thence North 89 degrees, 07 minutes 30 seconds East a distance of 200 feet to a point and corner; thence South 00 degrees 25 minutes 24 seconds East a distance of 25 feet along an 8-foot sidewalk to a point; thence south 89 degrees 07 minutes 30 seconds West a distance of 200 feet to an iron pin; thence North 00 degrees, 25 minutes, 24 seconds West a distance of 25 feet along the east side of Kendrick Street to an iron pin, being the point of beginning. Said tract consists of 0.115 acres, more or less, as shown by the survey for Brenda J. Burrell By 2020 Surveying, Land Surveyor, dated April 14, 1998.

BK: 15136 PG: 2667-2669
Filed and Recorded Feb-05-2014 08:32:23AM
DOC#: D2014-007404
Real Estate Transfer Tax \$0.00
0332014001902



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

After recording, please return to:
Smith, Tumlin, McCurley & Patrick, P.C.
94 Church Street
Marietta, Georgia 30060
STMP File No 13130948

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF COBB

This Indenture, is made this 3rd day of February, 2014, by and between

NORTH MAIN STREET, LLC,
a Georgia limited liability company

(hereinafter referred to as "Grantor"), and

2871 N. MAIN STREET, LLC
A Georgia Limited Liability Company

(hereinafter referred to as "Grantee");


WITNESSETH, FOR AND IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, the Grantor has and hereby does remise, release, convey and forever quitclaim unto Grantee, it successors and assigns, that certain property known as:

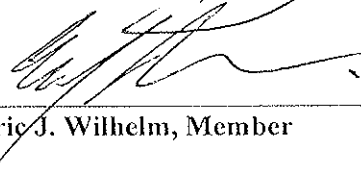
All that tract or parcel of land lying and being in Land Lot 138 of the 20th District, 2nd Section, Cobb County, Georgia, being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD said tract or parcel of land in order that neither the Grantor nor any person claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said land or any of the rights, members and appurtenances thereof.

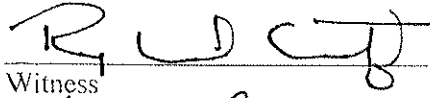
IN WITNESS WHEREOF, the Grantor has caused its duly authorized members and representatives to execute this instrument under seal, the day and year first above written.

GRANTOR:
NORTH MAIN STREET LLC

By:  (Seal)
William J. Leanos, Member

By:  (Seal)
Eric J. Wilhelm, Member

Signed, sealed and delivered
in the presence of:



Witness



Notary Public



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 138 of the 20th District, 2nd Section, Cobb County, Georgia, being 0.12 acres designated as Tract 1, #2871, as per Boundary Survey prepared for 2861 N. Main Street, LLC and 2871 N. Main Street, LLC, Metro Bank and Chicago Title Insurance Company, dated January 15, 2014, being Job #14-002 prepared by John O. Huffman, G.R.L.S. No. 2034, H. B. & P. Surveying, Inc. and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at a right-of-way monument located on the northerly side of the right-of-way of J. O. Stephenson Avenue (being a right-of-way which is variable in width) at its intersection with the westerly side of the right-of-way of South Main Street, a/k/a State Route 293 (being a right-of-way which is variable in width) and run thence South 87°52'51" West along the northerly side of the right-of-way of J. O. Stephenson Avenue for a distance of 75.13 feet to a right-of-way monument; continue thence along the arc of a curve to the left, in a counterclockwise direction along the northerly side of the right-of-way of J. O. Stephenson Avenue and following the curvature thereof, having a radius of 771.81 feet (said arc being subtended by a chord bearing South 78°45'30" West a chord distance of 106.90 feet) for an arc distance of 106.99 feet to a right-of-way monument; continue thence along the mitered northeast intersection of J.O. Stephenson Avenue and Little General Cloggers Court North 54°22'41" West for a distance of 19.28 feet to an iron pin; continue thence North 00°22'32" West along the easterly side of the right-of-way of Little General Cloggers Court for a distance of 67.21 feet to a point and corner which is the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, running thence North 00°22'32" West along the easterly side of the right-of-way of Little General Cloggers Court for a distance of 25.00 to an iron pin and corner; running thence North 88°40'03" East for a distance of 199.94 feet to a point and corner located on the westerly side of the right-of-way of South Main Street a/k/a State Route 293; running thence South 00°39'56" East along the westerly side of the right-of-way of South Main Street for a distance of 25.10 feet to a point and corner; running thence South 88°41'50" West for a distance of 200.07 feet to a point located on the westerly side of the right-of-way of Little General Cloggers Court at the TRUE POINT OF BEGINNING.

COMMON GROUNDS PLAZA BUSINESS PLAN

2861 N Main Street LLC, a Georgia limited liability company and 2871 N Main Street LLC, a Georgia limited liability company (collectively, “Owner”) intend to develop the properties commonly known as 2861 and 2871 North Main Street, Kennesaw, Georgia (herein the “Plaza Property”) to lease to Reformation Brewery (“Reformation”) as a business where our community can come enjoy beer, spirits and food indoors or outdoors with community engagement and programs curated by Reformation in formats similar to their successful event and engagement models that they run in Woodstock, Canton and Smyrna.

The Plaza Property will feature a communal gathering spot (“Common Gounds Plaza) in the heart of our community intended to become the reference for “Meet me at the Plaza . . . “ with the hopes of making Common Grounds Plaza a downtown gathering place where our community roots down together and enjoys the company of each other in the tradition of those who came before us and will come after us (businesses like Pisanos, Honeysuckle Bakery, Gus’ Fried Chicken, Bernies, the Horned Owl, Main Street Eats and The 1885). Our belief is that Common Grounds Plaza will enhance the investment of our community in the Amphitheater and the Southern Museum which have created an exceptional framework for our Entertainment District.

1. 2861 N Main (the former car lot)
 - a. On the front of the lot on Main Street, this will be a new two-story building constructed of brick to blend aesthetically with the buildings surrounding it within the block and in the adjacent area (and most specifically the former Whistlestop café formerly located at 2871 N Main Street).

- b. In the back of the lot between the alley and Little Cloggers will be the Common Grounds Plaza area (much like Reformation has in Woodstock) that will feature an area to hang out as a family and to enjoy performing arts and curated programs. The back area will also house small production facilities to keep the servicing of those off Main Street and out of the alley.

2. 2871 N Main (the former Whistlestop cafe)

- a. This existing historical building will become integrated with the new two-story building. The buildings will share a common wall with pass-through entry in the approximate locations where historic doors had been located as can be seen in the brick configurations on the side of the existing building.

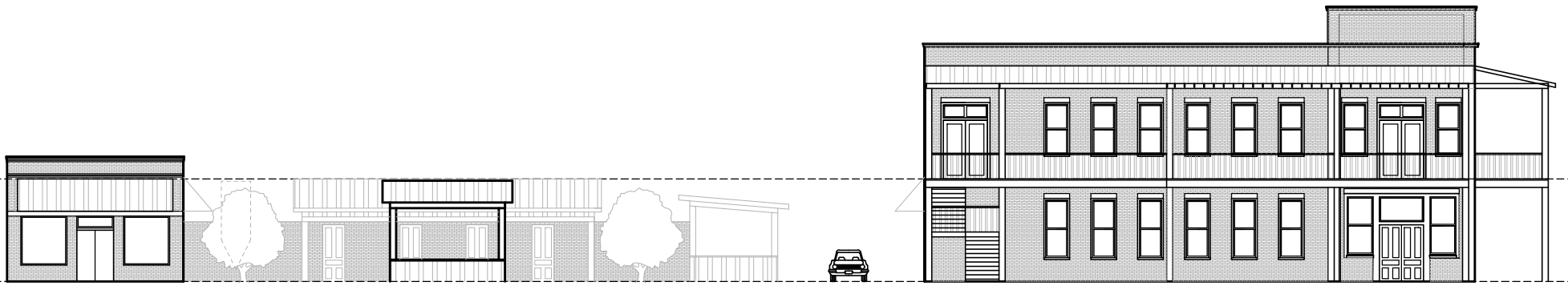
As part of its entry into our Community, Reformation has met with City leaders and would like to do the following to solidify its participation in our community for the benefit of all of us:

- Collaborate with the City to support concerts in the Amphitheater including hosting musical events in Common Grounds Plaza in those times when concerts are not occurring in the Amphitheater (or at the First Friday Concert series).
- Collaborate with the City and KSU to support community art within Common Grounds Plaza.
- Collaborate with the City and the Downtown Merchants to support the Farmer's Market and the First Friday Concert series.
- Host movie nights and football Saturdays in Common Grounds Plaza.
- Collaborate with the City and the KBA to support the Kennesaw Race Series, the Big Shanty Festival, Pigs & Peaches, the Taste of Kennesaw, the Candy Crawl,

Halloween scarecrow decoration events, the Christmas parade, Christmas tree decoration events and the ever-popular Touch a Truck events.

In other words, Reformation wants to continue the tradition started by others of programming life to happen in our downtown blocks and share in the effort to support it including community giveback (like Reformation does with proceeds donated to charities in Woodstock from its events like the Cadence Festival).





Materials

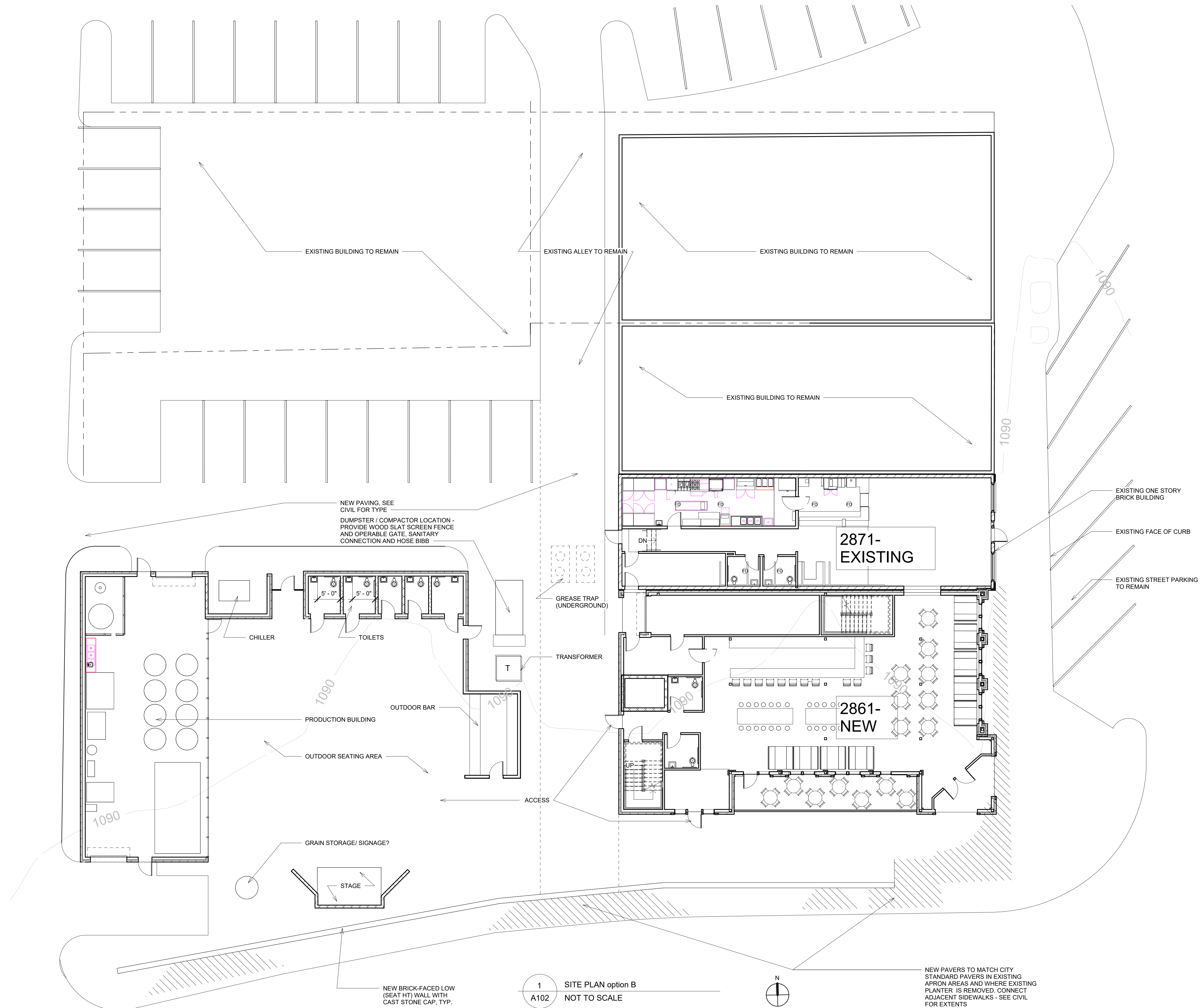
Walls: Brick to match dominant existing brick on block (red brick with off white mortar)

Roofing (where visible): standing seam metal

Windows/doors: wood or composite

Columns/railings: wood or composite or metal (as metal will last longer)

THE PLAZA, KENNESAW



stamp:

This drawing is the property of WRIGHT GARDNER ARCHITECT, LLC., and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request. ©2022 WRIGHT GARDNER ARCHITECT, LLC.

revisions

No.	Description	Date
1		

ARCHITECTURAL
SITE PLAN B

project number: 21010
drawing date:
scale as noted

sheet number:
A102
■ NOT ISSUED FOR CONSTRUCTION
□ ISSUED FOR CONSTRUCTION

1 SITE PLAN option B
A102 NOT TO SCALE



Certificate of Appropriateness



*Is hereby granted by Approval by the
Historic Preservation Commission*

to: Bangqiong Li

For: 2839 Cherokee Street NW, Unit D

Scope of Work: Installation of 16" x 34" hanging sign



Darryl Simmons

*Darryl Simmons, Administrator
Planning & Zoning Department*

06/16/2025

Date

Patrick Gallagher

*Patrick Gallagher, Chairperson
Historic Preservation Commission*

06/16/2025

Date

*Expires
06/16/2026*

1. NAME OF APPLICANT: Bangqiong Li

- Owner
- Other
- Other, please specify _____

APPLICANT MAILING ADDRESS: 2839 Cherokee Street NW #D
Kennesaw GA 30144

* (Home#) _____ (Cell#) _____ (mail) _____

* PROPERTY ADDRESS: 2839 Cherokee street NW #D, Kennesaw, GA 30144

Land Lot 138 Tax Parcel 400 Lot Size: 0.16 +/- acres

Current zoning on property: _____

2. NAME OF ATTORNEY OR REPRESENTATIVE:

(Home#) _____ (Cell#) _____ (Email) _____

* NAME OF OWNER:

Bangqiong Li

(Home#) _____ (Cell#) _____ (mail) _____

*3. ACTIVITY

- New Construction
 - Demolition
 - Awnings
 - Fence
 - Repairs or Alterations
 - Landscaping
 - Exterior Architectural Features
 - Exterior Environmental Feature Change
 - Moving a Building
 - Sign Erection
 - Sign Placement *
- * (NOTE – Business License required before signage installation)

Please describe your proposed work as simply and accurately as possible. Use the attached submittal criteria checklist to guide you in your description. Be sure to indicate materials to be used. Accurate drawings and photographs are required. (Use extra sheet, if necessary.) **Signed and sealed drawings from an architect, engineer or other design professional are required when construction of a new building, alterations and/or additions to existing structures are being made (Code 800.14.1).**

Install 16"x34" "Massage" sign in front porch area. Sign will be hanging and mounted with black jack chain and black eye bolts. Sign will be constructed out of 3 mill ACM board with applied digitally printed vinyl and lamination for UV protection. The corners will be rounded 1/4"-1/2".

Important: This form must be completed before the Historic Preservation Commission will consider the approval of any material change to a property within a Historic District. This form, along with supporting documents must be filed with the Planning and Zoning Department at zoningdept@kennesaw-ga.gov at least two weeks prior to the scheduled Historic Preservation Commission meeting.

Incomplete applications will not be docketed for consideration by the Historic Preservation Commission.

The City of Kennesaw will not issue any permits until 7 days after the Commission's decision, per City Ordinance No. 2003-51, Section Two. 800.20 –Any person or persons jointly or severally aggrieved by any decision of the Kennesaw HPC may appeal to the Mayor and City Council. The appeal must be filed within 7 days of the decision of the Commission and must be made by written petition delivered to the zoning administrator. The appeal shall be on the application exactly as presented to the commission.

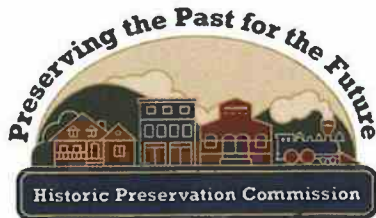


05/29/225

Signature of Applicant
Date

Signature of Owner
Date

(If different from applicant, consenting to work to be performed on said property.)



CERTIFICATE OF APPROPRIATENESS

APPROVAL SIGNATURES

[Signature]
Darryl Simmons (Application Deemed Complete)
Planning & Zoning Administrator

Date: 6/16/25

Patrick Gallagher
(Application Administratively Approved)
HPC Chair

Date: June 16, 2025

- GRANTED
- DENIED Reason for denial _____
- REQUIRES HPC APPROVAL

Historic Preservation Commission consideration:

HEARING DATE: _____

ACTION BY COMMISSION:

- GRANTED
- DENIED

APPROVED WITH CONDITIONS:

DENIED: Reason for denial

(May re-submit within 60 days)

POSTPONED/TABLED _____

Signature, Historic Preservation Commission Date

Upon Administrative Approval scan and send document to Commission for review



Sign Size - 16"x34"

Material - 3 Mill ACM Board - rounded corners

Installation - attached with Black jack chain and eye hooks

Page 78 of 104



Certificate of Appropriateness

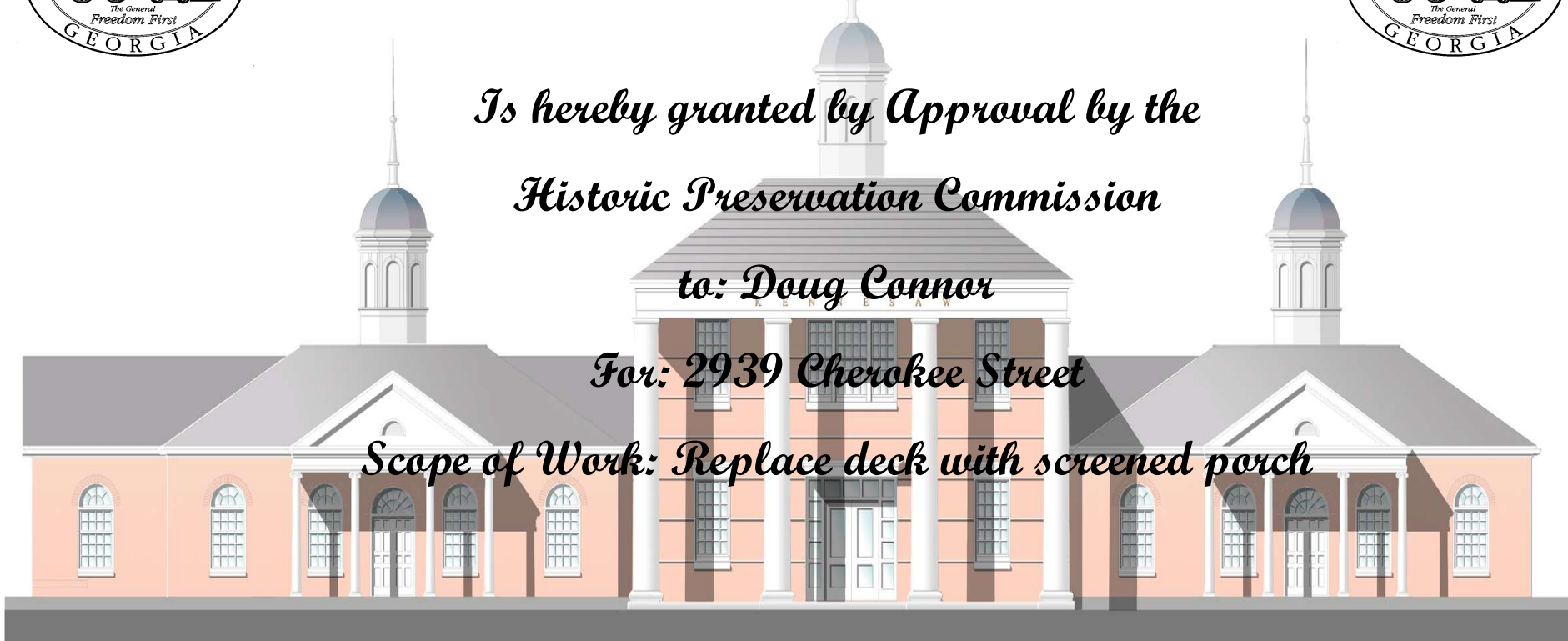


*Is hereby granted by Approval by the
Historic Preservation Commission*

to: Doug Connor

For: 2939 Cherokee Street

Scope of Work: Replace deck with screened porch



Darryl Simmons

*Darryl Simmons, Administrator
Planning & Zoning Department*

06/16/2025

Date

Patrick Gallagher

*Patrick Gallagher, Chairperson
Historic Preservation Commission*

06/16/2025

Date

*Expires
06/16/2026*

1. NAME OF APPLICANT: DOUG CONNOR

- Owner
- Other
- Other, please specify _____

APPLICANT MAILING ADDRESS: 2939 CHEROKEE ST 30144

(Home#) _____ (Cell#) [REDACTED] (Email) [REDACTED]

PROPERTY ADDRESS: SAME

Land Lot 138 Tax Parcel 20613801210 Lot Size 0.3

Current zoning on property: R4 RESIDENTIAL

2. NAME OF ATTORNEY OR REPRESENTATIVE:

(Home#) _____ (Cell#) _____ (Email) _____

NAME OF OWNER:

(Home#) _____ (Cell#) _____ (Email) _____

3. ACTIVITY

- New Construction
 - Demolition
 - Awnings
 - Fence
 - Repairs or Alterations
 - Landscaping
 - Exterior Architectural Features
 - Exterior Environmental Feature Change
 - Moving a Building
 - Sign Erection
 - Sign Placement *
- * (NOTE - Business License required before signage installation)



CERTIFICATE OF APPROPRIATENESS

APPROVAL SIGNATURES

[Signature]
Darryl Simmons (Application Deemed Complete)
Planning & Zoning Administrator

Date: 6/16/25

Patrick Gallagher

(Application Administratively Approved)
HPC Chair

Date: June 16, 2025

- GRANTED
- DENIED Reason for denial _____
- REQUIRES HPC APPROVAL

Historic Preservation Commission consideration:

HEARING DATE: _____

ACTION BY COMMISSION:

- GRANTED
- DENIED

APPROVED WITH CONDITIONS:

DENIED: Reason for denial

(May re-submit within 60 days)

POSTPONED/TABLED _____

Signature, Historic Preservation Commission Date

Upon Administrative Approval scan and send document to Commission for review

9:41



2939 Cherokee St



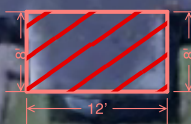
84°36'41"W

Site plans

2939 Cherokee St NW



34°01'31"N

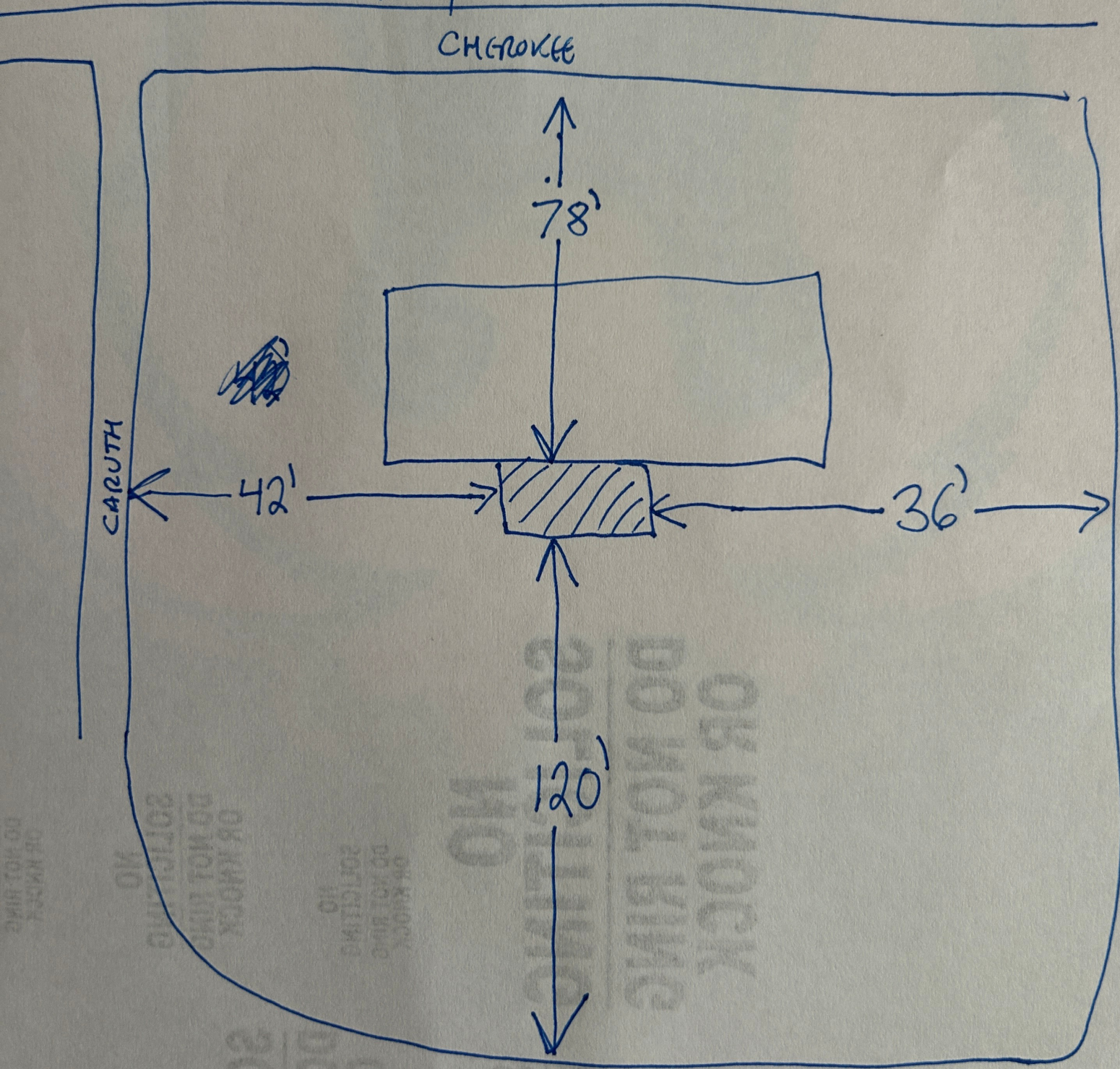


84°36'42"W



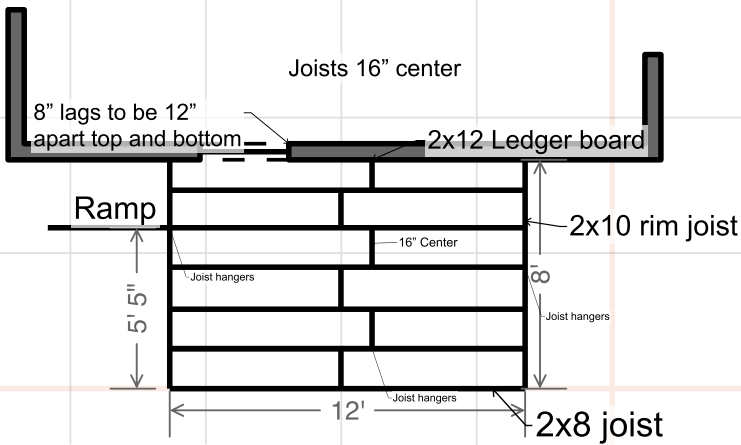
10 m

PROPERTY LINE DISTANCE

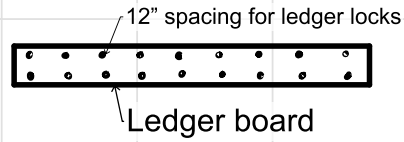


Front of house

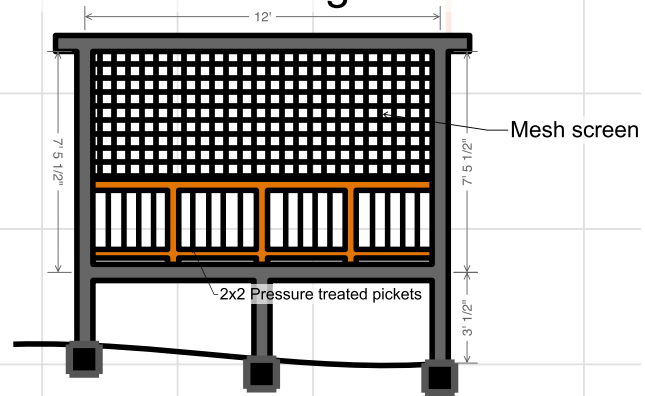
Framing



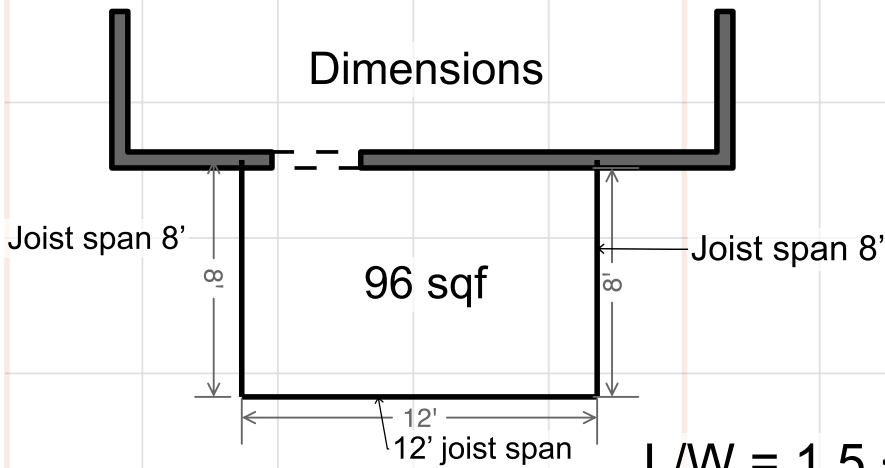
Joist hangers every corner and break



Screened porch addition Front facing view

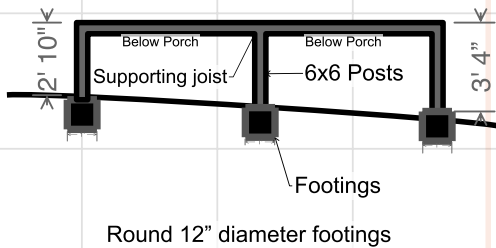


Dimensions



$$L/W = 1.5 < 2$$

Elevation



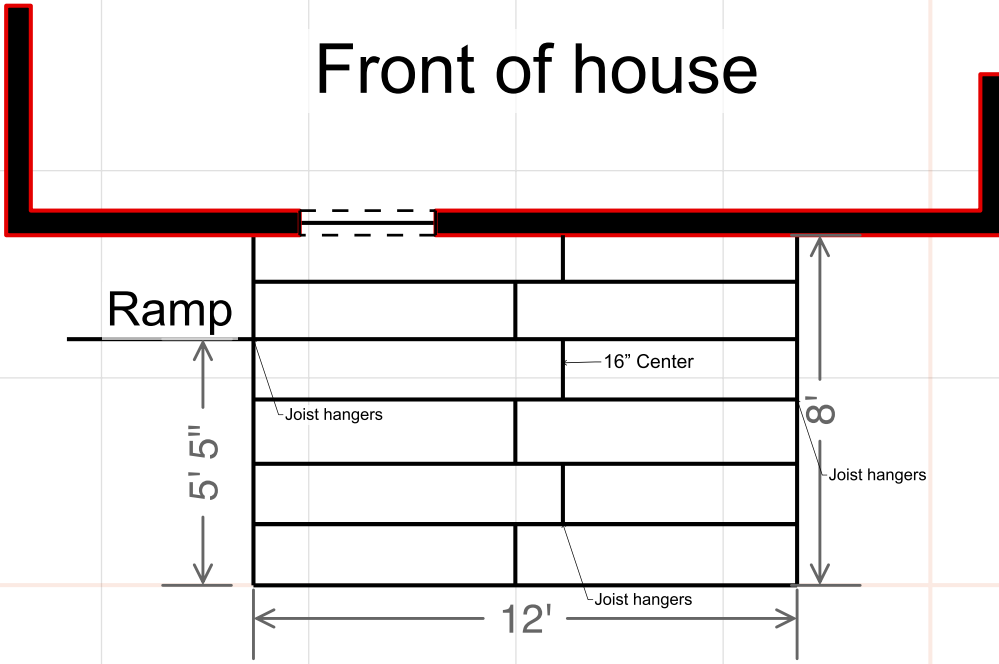
All wood material is pressure treated yellow pine

- 5/4 Deck boards
- 2x8x12 pt
- 2x10x16 pt and 2x12x16pt
- 2x4x8 pt
- 6x6x8 pt
- Pt pickets
- Post brackets
- 2x8 hangers
- Corner hangers
- Concrete for footers
- 2x6x8 pt
- Anchor bolts
- Tapcons
- Screws
- Framing nails

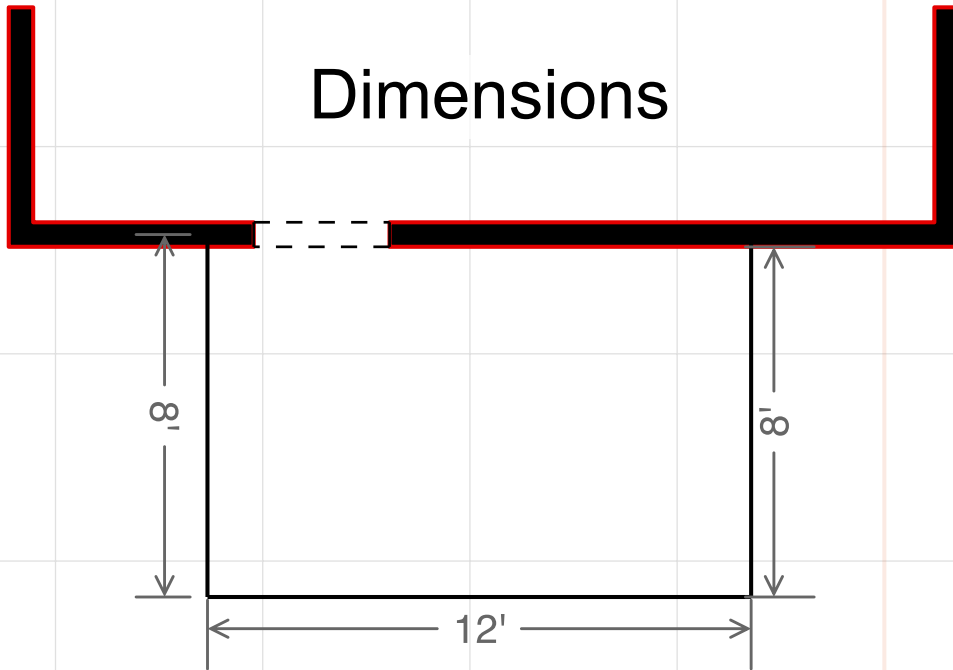


Framing

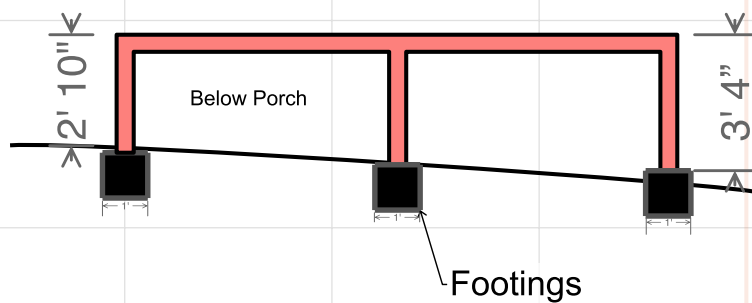
Front of house



Dimensions



Elevation





2939





THE CITY OF KENNEBEC
1887
Freedom First
Public Works





Certificate of Appropriateness

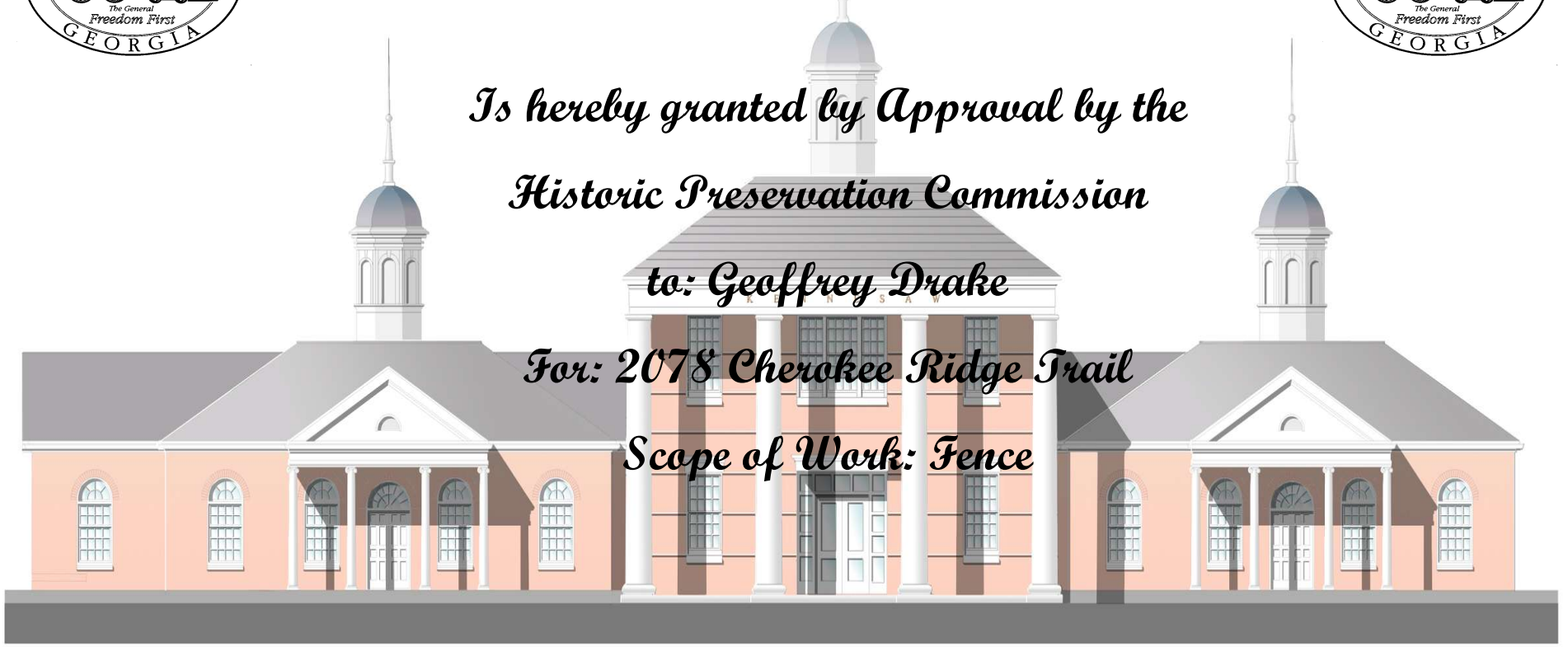


*Is hereby granted by Approval by the
Historic Preservation Commission*

to: Geoffrey Drake

For: 2078 Cherokee Ridge Trail

Scope of Work: Fence



Darryl Simmons

*Darryl Simmons, Administrator
Planning & Zoning Department*

06/16/2025

Date

Patrick Gallagher

*Patrick Gallagher, Chairperson
Historic Preservation Commission*

06/16/2025

Date

*Expires
06/16/2026*



CERTIFICATE OF APPROPRIATENESS APPLICATION

Application Fee: \$50.00 Demolition Fee: \$150.00

All new construction and exterior remodeling of buildings within the Kennesaw Historic District shall be subject to the architectural review and approval of the Historic Preservation Commission (**HPC**). HPC approval is also required for Kennesaw Downtown Development Authority (KDDA) Façade and Signage Grants.

Darryl Simmons, Planning and Zoning Administrator for the City of Kennesaw will meet with you to direct your application process. To make an appointment, please call 770-590-8268.

A Certificate of Appropriateness (COA) shall be obtained from the **HPC** prior to the issuance of a building permit. The **HPC** shall consider a variety of issues in rendering its decision including, but not limited to the following:

- a. The surrounding development
- b. The best interest of the community
- c. Previous studies undertaken by the City as well as the standards contained herein.

Application for signage to include

- Material Specifications
- Drawing of Sign with Dimensions and Colors to be used
- Façade detail of fonts

Application for landscaping to include

- Variety of trees and shrubs
- Indicate size and location of plantings

Application for exterior renovations and additions to include

- Existing conditions site plan depicting location of addition in relation to the existing property
- Existing floor plan of building
- Proposed floor plan of building including portions not to be altered
- Elevations of all exterior façade of addition including relationship to existing building
- Detail of trim to be utilized on façade
- Manufacturer's specifications for windows, doors and lighting that will be installed-including a photograph or sketch
- Photographs of all existing facades; existing structures adjacent to property; and views from the façade to be altered

Please describe your proposed work as simply and accurately as possible. Use the attached submittal criteria checklist to guide you in your description. Be sure to indicate materials to be used. Accurate drawings and photographs are required. (Use extra sheet, if necessary.) **Signed and sealed drawings from an architect, engineer or other design professional are required when construction of a new building, alterations and/or additions to existing structures are being made (Code 800.14.1).**

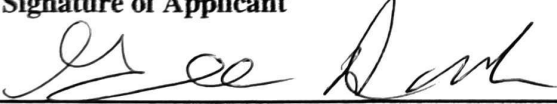
Old fence removed, new fence installed

Important: This form must be completed before the Historic Preservation Commission will consider the approval of any material change to a property within a Historic District. This form, along with supporting documents must be filed with 1 Original (4) copies including color photos (excluding models, material and color samples, where one (1) is sufficient). The application and supporting documents are to be placed on a **CD in a PDF format**.

Incomplete applications will not be docketed for consideration by the Historic Preservation Commission.

The City of Kennesaw will not issue any permits until 7 days after the Commission's decision, per City Ordinance No. 2003-51, Section Two. 800.20 –Any person or persons jointly or severally aggrieved by any decision of the Kennesaw HPC may appeal to the Mayor and City Council. The appeal must be filed within 7 days of the decision of the Commission and must be made by written petition delivered to the zoning administrator. The appeal shall be on the application exactly as presented to the commission.

 6-9-25
Signature of Applicant Date

 6-9-25
Signature of Owner Date

(If different from applicant, consenting to work to be performed on said property.)

1. NAME OF APPLICANT: Geoffrey Duke
 Owner
 Other
 Other, please specify _____

APPLICANT MAILING ADDRESS: 2078 Cherokee Ridge Trail
Kennesaw, GA 30144

(Home#) _____ (Cell#)  (Email) 

PROPERTY ADDRESS: 2078 Cherokee Ridge Trail

Land Lot _____ Tax Parcel _____ Lot Size _____

Current zoning on property: _____

2. NAME OF ATTORNEY OR REPRESENTATIVE:

(Home#) _____ (Cell#) _____ (Email) _____

NAME OF OWNER:

(Home#) _____ (Cell#) _____ (Email) _____

3. ACTIVITY

- New Construction
- Demolition
- Awnings
- Fence
- Repairs or Alterations
- Landscaping
- Exterior Architectural Features
- Exterior Environmental Feature Change
- Moving a Building
- Sign Erection
- Sign Placement *

*** (NOTE – Business License required before signage installation)**



CERTIFICATE OF APPROPRIATENESS

APPROVAL SIGNATURES


Darryl Simmons (Application Deemed Complete)
Planning & Zoning Administrator

Date: 6/16/25

Patrick Gallagher

(Application Administratively Approved)
HPC Chair

Date: June 16, 2025

- GRANTED
- DENIED Reason for denial _____
- REQUIRES HPC APPROVAL

Historic Preservation Commission consideration:

HEARING DATE: _____

ACTION BY COMMISSION:

- GRANTED
- DENIED

APPROVED WITH CONDITIONS:

DENIED: Reason for denial

(May re-submit within 60 days)

POSTPONED/TABLED _____

Signature, Historic Preservation Commission

Date

Upon Administrative Approval scan and send document to Commission for review



CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000, THE CITY OF KENNESAW DOES NOT DISCRIMINATE ON THE BASIS OF RELIGION IN THE APPLICATION OF ITS LAWS, POLICIES, OR PROCEDURES, INCLUDING THE APPLICATION OF ITS LAND USE REGULATIONS AND ZONING LAWS.

Under the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), no government, including the City of Kennesaw, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution. RLUIPA also provides that no government, including the City of Kennesaw, may apply a land use regulation in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious institution or assembly (a day care center or movie theater, for example). Finally, RLUIPA provides that no government, including the City of Kennesaw, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

If you believe that the City of Kennesaw, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, please contact the United States Department of Justice.

**United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530**

First Fence of Georgia

A 100% Employee Owned Company



Your Fence Proposal is Ready



WWW.FIRSTFENCE.COM

770 422-9996

1st First Fence of Georgia

A Step-by-Step Guide to Understanding Your Proposal

We have spent years refining and improving our process to ensure that our customers have all of the information they need to choose the right fence contractor. Effective communication is the foundation of the great customer service we provide every day.

We have highlighted key issues in our policies and process that we require that you acknowledge when a proposal that you sign becomes a contract.

Step 1 – Confirm all customer information is correct.

Step 2 – Confirm fence type, orientation, gates, fence removal, etc.. are all correct. It's very important that you receive what you expect. Additionally, fence proposals may be different since bids are mostly based on conversations instead of a set of plans provided by customers.

Step 3 – Review construction details to make sure that your fence will meet your needs and vision.

Step 4 – Make sure to read our premium warranty. Our company excels in quality craftsmanship and taking care of you after the installation is complete.

Step 5 – Review and complete our initials and signature section. We know our customers do not purchase fences every day. We have completed over 25,000 fence installations so we know what key factors you need to know and understand.

Step 6 – Make sure that you have completed Steps 1-5. Verbal "agreements" are where misunderstandings and mistakes can happen. Make sure everything you expect is in writing.

Step 7 – Proceed with reviewing your payment method, schematics, fence diagram, materials details and terms and conditions.

Call us with questions!
770 422-9996

The bottom line is that First Fence is known for our professionalism and trusted reputation. Your satisfaction is of utmost importance to us. Feel free to call your estimator or one of our customer service representatives if you have any questions while reviewing your proposal. We look forward to earning your business.



We're here to help.

Proposal

Name: **Geoffrey Drake** Street: **2078 Cherokee Ridge Trail**

City, State, Zip: **Kennesaw, GA 30144** Date: **5/15/2025** Phone: [REDACTED] Phone:

Subdivision: Fax: Email: [REDACTED]

Fence 1: 6 Ft Priv. - Pine - 3 Rail **100 ft**
 Build Style A - **No Stain** - Dog Ear Picket - Flat
 Post
Includes 100' of complete tear out and disposal of 6' Privacy and concrete footers.
 Orientation: Finished Side Faces Out
 Approx. Picket Spacing:
 Gate 1 Double Swing 10w x 6t DE Qty: 1
 Privacy Gate w 6x6 Posts

Fence 2: 4 Ft - Ranch RI w/ Galv Wire - Pine - 3 Rail **95 ft**
 Flat Post
Includes 95' of complete tear out and disposal of 4' Post/Wire and concrete footers.

Construction Detail:

Fence will follow general Contour of the Ground
 All Posts Set in Wet-Mixed Concrete
 Ranch Rail Orientation from Inside: Fascia/Rail/Wire/Post

Other Detail:

Framing Nails - Heavy Duty Ring Shank Galvanized
 Picket Nails - Twist Shank Aluminum
 Clearing of Vegetation IS NOT included on Contract
 Price Shown Includes all Available Discounts
 Homeowner to Obtain Building Permit - If Required

Warranty Detail:

Lifetime Workmanship Warranty
 Pressure Treated Lumber Carries Lifetime Warranty against Termite
 Damage and Fungal Decay. Labor Is Not Included.
 Pickets Carry a Limited 10 Year Picket Replacement Warranty. Labor
 Is Not Included.

Terrain Mild Slope
 Obstructions Old Fence
 Removal By FF

Approximately 2 to 3 weeks from the date a signed contract and deposit is received by First Fence of Georgia. Installation date is a projection which is subject to change without notice due to inclement weather, manpower & constraints, etc. INITIAL

Purchaser Agrees that final price will be determined by final installed footage. INITIAL

Purchaser is responsible for locating property lines. Purchaser takes sole responsibility for fence location. INITIAL

First Fence of GA is not responsible for damage to underground systems, except marked public utilities. INITIAL

Wood Fence components, when exposed to the elements are subject to immediate warpage, shrinkage, cracking, etc. No warranty is offered or implied against these conditions. INITIAL

PLEASE REVIEW THIS PROPOSAL CAREFULLY TO ENSURE THAT IT INCLUDES THE ENTIRE SCOPE OF WORK YOU EXPECT TO BE PERFORMED. NO VERBAL AGREEMENTS, STATED OR IMPLIED, WILL BE HONORED. INITIAL

Discounted cash or check price:
 All Taxes Included Price Valid 30 Days **\$4,240.00**

Deposit: \$1,413.00

Balance: "Due On Completion" \$2,827.00

Estimator: *Cecil Taggart* 5/15/2025
 470-292-0800

Purchaser accepts all pages associated with this proposal including but not limited to schematics, drawings, and terms and conditions pages. INITIAL

Signature of Purchaser Date

Accepted by First Fence of Georgia Date

Total Retail Price: \$ 4,463.00
Discounted cash or check price: \$ 4,240.00

Payment Information for First Fence Contract

Minimum deposit of \$1,413.00 is due along with your signed contract.

Select Method:

Note: **Method #1** - Input your ACH info below. This will result in your Fence Project going into our system quickly and your installation lead time will begin immediately.

Method #2, #3, and #4 - (Paying by Cash, Check or Calling the Office) These methods for paying your deposit will place your Fence Project on hold. Your lead time will begin when the deposit is received.

If you would like to pay using a different method please contact Customer Service at 770-422-9996.

ACH from your Bank

I authorize First Fence of Georgia to initiate an electronic debit to my:

Select Type of Account:

for payment of my deposit. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority will remain in effect until I have cancelled it in writing.

No Home Equity Line of Credit Accounts accepted.

Please do not use a deposit slip to obtain routing number.

Date: _____

Financial Institution Name: _____

Name on Account: _____

Routing Number from a Check or your Bank: _____

Account Number: _____

Deposit Amount : _____

Signature: _____

Sample

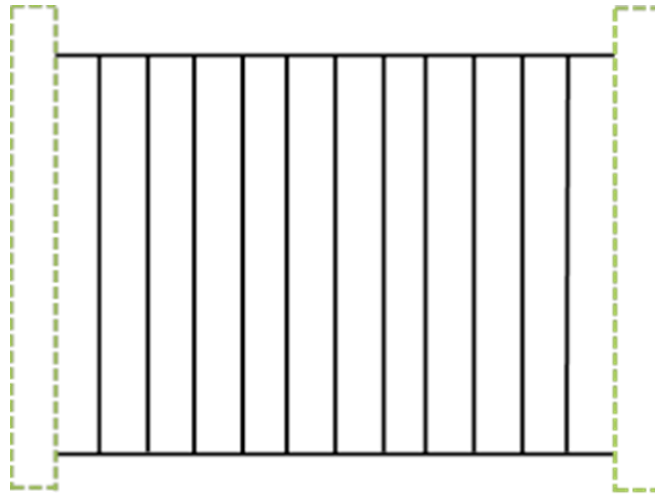
YOUR NAME 1234 Main Street Anywhere, OH 00000 123
DATE _____
PAY TO THE ORDER OF _____ \$ _____
_____ DOLLARS
⑆014072324 ⑆000123456789 ⑆123
ROUTING NUMBER ACCOUNT NUMBER CHECK NUMBER

Any Returned Payments Through ACH Will Incur a \$15 Charge.

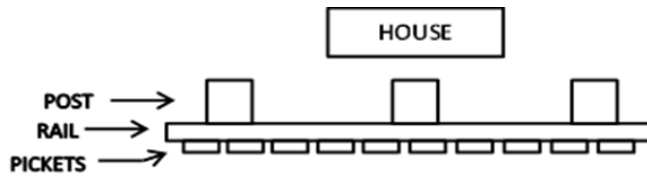
Mail Check to the Office

First Fence of Georgia
1779 Big Shanty Drive, NW
Kennesaw, GA 30144

6 Ft Priv. - Pine - 3 Rail



STRAIGHT TOP PRIVACY



BUILD STYLE A – FACE OUT



DOG EAR PICKET



FLAT POST

Materials:

Section	Comment
Posts	Pressure Treated Pine 4" x 4" (3.5" x 3.5" Actual)
Posts	Gate Posts - Pressure Treated Pine 6" x 6" (5.5" x 5.5" Actual)
Rails	Pressure Treated Pine 2" x 4" (1.5" x 3.5" Actual), 3 per section
Pickets	Pressure Treated Pine 1" x 6" (5/8" x 5.5" Actual)
Gate Detail	Wood Gates - Built with Cedar Framing and Screwed Joints
Gate Detail	Gate Hinges - Heavy Duty Black Steel Hinges
Gate Detail	Gate Latches - Heavy Duty "Maxima" Gravity (will accept padlock)

4 Ft - Ranch RI w/ Galv Wire - Pine - 3 Rail



3-RAIL RANCH RAIL



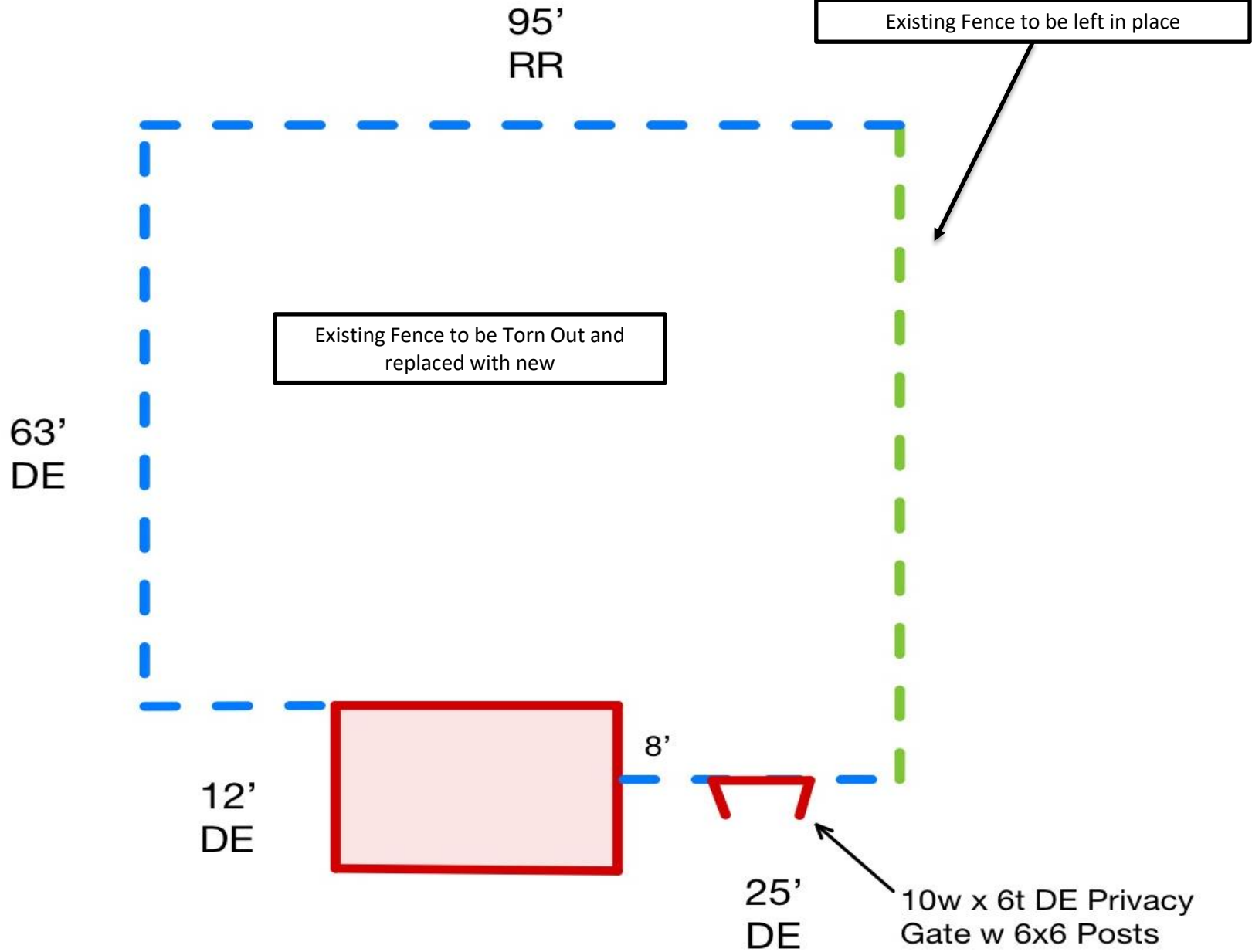
RANCH RAIL/CROSSBUCK – ORIENTATION FROM INSIDE
FASCIA/RAIL/WIRE/POST



FLAT POST

Materials:

Section	Comment
Posts	Pressure Treated Pine 4" x 4" (3.5" x 3.5" Actual)
Rails	Rough-Sawn Pressure Treated Pine 5/4 Board (1" x 6" Actual)
Wire	Welded Wire - 2" x 4" Galvanized, 14 ga



Conditions

First Fence of Georgia hereby sells to the purchaser the fence product or structure described in this contract, subject to all terms and conditions on each side of this contract, and the purchaser in consideration thereof, agrees that:

Responsibility of Buyer: Purchaser agrees to locate and identify the property lines and pertinent easements. Purchaser takes sole responsibility for fence location. Purchaser agrees that he is solely responsible for the location of the fence described in this proposal. Purchaser will defend First Fence of Georgia and reimburse them for all costs in connection with any claim made by anyone about the location of the fence. Purchaser is responsible for any special work described in this proposal.

Unforeseen Conditions-Additional Charges: Purchaser agrees that First Fence of Georgia has the right to make reasonable additional charges if unforeseen ground conditions hinder the fence installation. Such conditions may include rock formations, hidden foundations, tree roots and other obstacles.

Underground Systems: Purchaser agrees that First Fence of Georgia will not be held responsible under any circumstances for damage to any underground pipes, drains, wires, cables, foundation, sprinklers, etc. that are not marked by The Utility Service of Georgia (1-800-282-7411).

Landscape: Purchaser agrees that First Fence of Georgia will not be held responsible for any restoration of any part of the landscape that is disturbed during fence installation. First Fence of Georgia will not be required to remove or reform soil excavated from post holes during fence installation. First Fence of Georgia will not be responsible for damage to trees, shrubs, sod, plants, flowers, etc.

Payment: Payment to First Fence of Georgia is due per the terms specified on the face of the contract. "Due on Completion" means customer will pay installer on the day the project is complete. Customer agrees that if payment is made later than agreed terms, a late charge of 1 ½% per month will be paid by the customer. Failure to pay as agreed will void all warranties. There will be a \$25.00 charge for returned checks. If any unpaid balance is turned over to an attorney or collection organization, the customer will be responsible for all fees associated with the collection of the monies due. In addition, the customer will also be responsible for \$200.00 fee to reimburse First Fence of Georgia for the cost associated with liens placed on the property until full payments has been received. Any financing agreements are made between the customer and a third party financing institution.

Contract: This proposal only becomes a contract after being signed by the Purchaser and accepted by an officer of First Fence of Georgia.

Disputes: Purchaser agrees that any disputes concerning this contract will be adjudicated in the appropriate Georgia municipality.

The agree upon total price on this proposal is an all inclusive dollar amount which includes First Fence of Georgia's cost of materials (including sales tax), delivery, and installation labor charged to customer for all installation services. Final footage, associated components, and services may vary. Said variations will be billed or credited on a prorated basis.

Redo Work and Extra Trips: Customer shall be present when work commences (unless alternate arrangements have been made) to indicate location of the fence and gates and to inform workmen of any special conditions. Work completed in error due to customer's lack of direction to installers will be corrected at customer's expense. Extra trips necessitated by customer-caused interruptions will be billed to the customer at a rate that is based on the costs incurred. Customer will be present at project completion to approve work and deliver final payment to workmen. If extra trips are requested to make changes or corrections not related to workmanship, customer will be billed for trip charges plus the cost of the changes requested.

Warranties: Fences are warranted for lifetime of the purchaser against defects in workmanship. First Fence of Georgia will resolve any errors in workmanship for as long as the customer of record owns the fence. Exclusions: Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact of pressure, and normal wear and tear. Fence materials will change appearance, dimension and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warpage and cracking. Defects caused by the above describe natural changes to the material and are specifically excluded from this warranty, but are covered by the First Fence of Georgia extended picket replacement coverage.

Gate Warranty: Gates will be adjusted at no extra charge for a period of ninety (90) days after the install date, provided that abuse is not evident. This limited warranty is in lieu of any other express or implied warranties, including but not limited to implied warranties of merchantability, or fitness for any particular purpose. No verbal assurances or warranties will be valid at any time. Valid warranty claims will be attended to by First Fence of Georgia within six (6) months of notification to First Fence of Georgia.

Animal & Child Containment: Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any fence. Purchaser agrees that First Fence of Georgia will not be held responsible for the retention of pets or children within installed fences or for damages resulting from the escape of pets or children.

Attachment to Masonry: The attachment of fences and gates to existing masonry structures such as columns, walls, driveways, buildings, etc. carries the risk of damaging said structures. Masonry walls and columns with fences attached are subject to damage from wind. Purchaser agrees that First Fence of Georgia will not be held liable for damage to masonry structures described herein.

Scheduling: Completion of this contract can be delayed by inclement weather, manpower constraints and/or equipment availability. Said delays can cause the buyer inconvenience and/or expense such as lost time at work, pet boarding fees, etc. Customer agrees that First Fence of Georgia will not allow a reduction in the contract price, nor will reimbursement be made to compensate customer for said expenses and/or inconvenience.

Fence Height: Fence height is defined herein as the height of the fence at its tallest point from grade, plus or minus six (6) inches.

Site Preparation: Site Preparation, such as clearing and grading, is the responsibility of the customer, unless other specific arrangements have been established in the contract.

Building Permits: All required building permits will be obtained and paid for by the customer.

Other: Unless specified on the face of the contract, all matters relating to the completion of this project will be decided by First Fence of Georgia. This will include gate placement, material section, construction technique, etc.

Cancellation: This contract can be cancelled without penalty, if done within three days of date signed by purchaser. After the three-day grace period, cancellation of this contract will result in charges for any work performed and/or materials procured for the contracted work, plus a fee equal to 15% of the contract amount.

Verbal Representation: Responsibilities of First Fence of Georgia are limited to that which is described in this contract. Verbal representations by First Fence of Georgia employees will not be honored.

Proposal: After receipt of signed copy from buyer, this proposal when accepted by First Fence of Georgia, becomes a contract between the two parties, this contract can be cancelled without penalty, if done within three days of date signed by purchaser.