

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



Council

Madelyn Orochena

Tracey Viars

Pat Ferris

Antonio Jones

Anthony Gutierrez- Leon

City Council Work Session

Meeting Agenda

September 29, 2025 6:30 PM

Council Chambers

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

Livestream: www.kennesaw-ga.gov/publicmeetings/

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Call to Order**
- 4. Announcements**
- 5. Presentations**
- 6. Old Business**
- 7. New Business**
- 8. Committee and Board Reports**
- 9. Public Hearing(s)**
- 10. Consent Agenda**
 - A. Minutes: September 8, 2025 Work Session**
Approval of the September 8, 2025, City Council work session minutes.
 - B. Minutes: September 15, 2025 Regular Meeting**
Approval of the September 15, 2025, City Council regular meeting minutes.
 - C. Minutes: September 15, 2025 Executive Session**
Approval of the September 15, 2025, City Council executive session minutes.
- 11. General and Administrative**
 - A. Alcohol License: Dasatvam LLC**
Consideration for approval of a Retail Package Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Dasatvam LLC d/b/a Kings Liquor located at

12. Public Safety

A. Crime Stats: August 2025

Consideration to accept the August 2025 crime statistics.

13. Information Technology

14. Public Works and Building Maintenance

A. Resolution: 2025 Pipe Rehabilitation Project Bid Award

Consideration for approval of a Resolution awarding the 2025 Pipe Rehabilitation Project contract to Utility Asset Management, Inc.

B. Resolution: Accepting Dedication of Streets in East Park Village

Consideration for approval of a Resolution accepting dedication of streets in East Park Village.

C. Resolution: Engineering Design Services for Rutledge Road / Cathey Lane Improvements Project

Consideration for approval of a Resolution accepting a proposal from Patterson & Dewar Engineers, Inc. for engineering design services for the Rutledge Road / Cathey Lane Improvements SPLOST Project.

D. Resolution: Permanent Street Closures

Consideration for approval of a Resolution authorizing the permanent closure of two streets within the Kennesaw City Cemetery.

15. Recreation and Culture

16. Community Development

A. Final Plat Application: 3080 Moon Station Road

Consideration for approval of the final plat application submitted by Patterson & Dewar Engineers on behalf of the City of Kennesaw for 3080 Moon Station Road (Parcel number 20012900050); this plat subdivides the existing 9.52 +/- acre lot into two parcels for the construction of the new Public Safety Building. Case# PS2025-02.

17. Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

19. Mayor's Report

A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority,

or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

20. Council Reports & Discussions

A. Discussion Item: Charter Amendment for Veto Procedure

Discussion item requested by Councilmember Orochena regarding a Charter amendment to require that the Council "shall" consider the veto either immediately following the veto or at the subsequent meeting so that it is spoken in a public meeting in addition to being added to the public minutes.

21. Executive Session

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

22. Adjourn



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: September 29, 2025
TITLE: **Minutes: September 8, 2025 Work Session**
Approval of the September 8, 2025, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-09-08 City Council Work Session Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
September 8, 2025
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Sam Hensley, Jr.
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1. Invocation

2. Pledge of Allegiance

3. Call to Order

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

4. Announcements

5. Presentations

6. Old Business

7. New Business

A. Resolution: GMA Certified City of Ethics

Consideration for approval of a Resolution to re-certify the City of Ethics program through the Georgia Municipal Association.

City Clerk Lea Alvarez presented a resolution for re-certification in the Georgia Municipal Association's City of Ethics program. Kennesaw, a certified City of Ethics for the past 25 years, is required to re-certify every four years; the last certification was in 2021.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the regular meeting

B. Discussion Only: Work Session Microphones

Ms. Alvarez noted that in 2024 the City upgraded its audio/visual (A/V) systems, greatly improving the public meeting experience. However, staff has received audience

complaints about difficulty hearing the Council during work sessions. Forte, the City's A/V vendor, has proposed a solution to address this issue at a cost of \$12,062.10.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the regular meeting.

C. Discussion Only: 2028 SPLOST

Assistant City Manager Marty Hughes presented the draft list of 2028 SPLOST projects. He noted that the internal SPLOST committee had to make certain assumptions while awaiting Cobb County's final apportionment for Kennesaw. Once that figure is received, the project list will be adjusted and forwarded to the City Manager and City Council for final review and approval.

Mayor Pro Tem Ferris expressed concern that limited funding was allocated to road projects. He questioned the need for a new City Hall, noting that much of the building would be vacant following the construction of the Public Safety Facility. Mr. Hughes responded that, from an engineering standpoint, the current City Hall has exceeded its life expectancy. He clarified that the project is categorized as Tier II, reflecting its lower priority. Mayor Pro Tem Ferris requested an assessment of the building's condition and emphasized his preference to direct more funding toward streets.

Councilmember Jones concurred with Mayor Pro Tem Ferris and stated he would like to see additional funding dedicated to stormwater improvements.

Councilmember Orochena added that similar concerns were raised during committee discussions, which led to the new City Hall being placed in the Tier II category.

8. Committee and Board Reports

A. Road Closures: Medal of Honor Convention

Approval of road closures for the 2025 Medal of Honor Convention and re-enactment of The Great Locomotive Chase on September 30, 2025.

Mr. Hughes presented the planned road closures for the 2025 Medal of Honor Convention and the re-enactment of The Great Locomotive Chase. The event is scheduled from 11:00 a.m. to 1:00 p.m., with road closures beginning at 8:00 a.m. and reopening at 1:30 p.m. Cherokee Street will be closed in front of the Museum from Main Street to Shirley Drive/Big Shanty Drive. In addition, CSX will close the tracks to allow guests to board a train that will follow the historic chase route.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the regular meeting.

9. Public Hearing(s)

A. Final Public Hearing: FY 26 Operating Budget

Consideration to approve a Resolution adopting the Fiscal Year 2025-2026 Operating Budget for the City of Kennesaw.

Finance Director Jennifer Gordy announced that she will present the City of Kennesaw's Fiscal Year 2026 Operating Budget at the regular meeting on Monday, September 15, 2025, at 6:30 p.m.

B. Final Public Hearing: FY 26 Capital Improvement (SPLOST) Budget

Consideration to approve a Resolution adopting the Fiscal Year 2025-2026 Capital Improvement (SPLOST) Budget for the City of Kennesaw.

Ms. Gordy stated that she will present a separate review of the City of Kennesaw's Fiscal Year 2026 Capital Improvement (SPLOST) Budget at the regular meeting on Monday, September 15, 2025, at 6:30 p.m.

C. Land Use Permit: 3409 English Oaks Drive

Consideration for approval of a Land Use Permit application for the property located at 3409 English Oaks Drive as submitted by applicant Dahlia Akar. Case #LU2025-05

Assistant Zoning Administrator and Planner Chanelle Campbell presented a Land Use Permit application for the property at 3409 English Oaks Drive, submitted by Dahlia Akar. The applicant is requesting a home occupation business license to operate a home bakery. Staff recommends approval, subject to the standard conditions typically associated with such permits.

D. Zoning Variance: 2292 Bayswater Drive

Consideration for approval of a variance application for the property located at 2292 Bayswater Drive as submitted by Alberto Florido. Case #ZV2025-02

Ms. Campbell presented a variance application for the property at 2292 Bayswater Drive, submitted by Alberto Florido. The applicant is requesting relief from Code of Ordinances Section 2.01.03.04(D) of the Unified Development Code to allow a 14-foot encroachment into the required 30-foot rear setback for the reconstruction of a previously existing deck and balcony.

Mayor Pro Tem Ferris noted that the rear deck was likely built at the same time as the house and questioned why it was not being grandfathered. Ms. Campbell explained that because Mr. Florido has fully removed the deck, the structure is no longer considered non-conforming.

Mayor Pro Tem Ferris emphasized that the motion at the regular meeting should specify that the variance applies solely to the deck.

E. Ordinance: Text Amendment

Consideration for approval of a text amendment as submitted by the City of Kennesaw to amend the Unified Development Code, Appendix A "Unified Development Code" Chapter 1 Section 1.09.02, Chapter 2 Section 2.01.03 and Chapter 2 Section 2.02.03. Case #MISC2025-06

Ms. Campbell presented a text amendment submitted by the City of Kennesaw to update the Unified Development Code, including Appendix A, Chapter 1, Section

1.09.02; Chapter 2, Section 2.01.03; and Chapter 2, Section 2.02.03. Staff will revise code sections related to definitions, permitted use tables, and residential zoning districts to align with City Council actions regarding Short-Term Rentals.

10. Consent Agenda

- A. **Minutes: August 25, 2025 Work Session**
Approval of the August 25, 2025, City Council work session minutes.
- B. **Minutes: August 25, 2025 Executive Session**
Approval of the August 25, 2025, City Council executive session minutes.
- C. **Minutes: September 2, 2025 Regular Meeting**
Approval of the September 2, 2025, City Council regular meeting.

11. General and Administrative

- A. **Alcohol License: Main Street Burger, Inc.**
Consideration for approval of a Retail Pouring Alcohol License for Liquor and Sunday Sales for Main Street Burger, Inc. d/b/a Main Street Eats located at 2844 South Main Street, Kennesaw, GA 30144. Applicant: Michael Diamond

Business License Manager Mariyah Nall presented a Retail Pouring Alcohol License for Liquor and Sunday Sales for Main Street Burger, Inc. d/b/a Main Street Eats located at 2844 South Main Street, submitted by Michael Diamond. The applicant has completed the required workshop in accordance with Code of Ordinance Section 6-69. Signs have been posted, and the application has been properly advertised as required by Section 6-36. The current application and background check results are on file.

Pursuant to Sec. 6-42, alcohol licenses may not be issued for locations within 600 feet of a public building or public park. A distance survey conducted by a certified surveyor confirms that the business is within 600 feet of both. However, Sec. 6-42 also provides that the Mayor and Council may waive this distance requirement if they determine that the quiet enjoyment of the premises by residents will not be adversely affected, and that granting the license will not negatively impact nearby private residences.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the regular meeting.

- B. **Resolution: Master Fee Schedule Updates**
Consideration for approval of a Resolution updating various portions of the Master Fee Schedule.

Ms. Alvarez presented a resolution updating various portions of the Master Fee Schedule as follows:

- **Building Services:** Multi-Family trade permit fees were changed from a per-building permit to a per-unit basis. A Plan Review fee was added for commercial projects only, Revisions fees were amended for both residential and commercial

permits, and a Short-Term Rental inspection permit fee was added.

- **Business License:** New fees were added for Administration, Short-Term Rental applications, Temporary Use applications, and Mobile Food Vending applications. Additionally, fees and information for Business License Rush Process, Bail Bonds applications, Insurance or License Agent fees, Soliciting Permits, Fundraising Counsel or Professional Solicitor fees, Yard Sale Permits, Massage Therapist Licenses, and Pawn Broker Licenses were transferred from General & Administrative to Business License.
- **Cemetery Preservation Commission:** The fee associated with Memorial Tree Plaques was removed.
- **General & Administrative:** Sanitation rates were increased.
- **Parks and Recreation:** Rates were increased for Recreation Center memberships and for rentals of various facilities, including the Community Center Banquet Hall, Conference Room, Large Meeting Room, Craft Lab, Painting Lab, Fitness Room, Dance Rooms, Outdoor Classroom at Depot Park, Outdoor Pickleball Court, Park Pavilions, Recreation Center Fitness Rooms, Splash Pad, and Tennis Court for groups. The fee for Special Event permits was removed.
- **Police:** Verbiage regarding the Department providing a card for fingerprinting was removed, as well as the associated fee for fingerprinting when the card is provided by the requestor.
- **Public Works:** A \$3.00 per page fee was added for site plan copies.
- **Smith-Gilbert Gardens:** A time frame was added for Off-Site Presentations/Workshops for Adult Groups, along with fees for On-Site Presentations/Workshops and Private Group Volunteer projects.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the regular meeting.

12. Public Safety

A. Surplus: Police Department Radios

Consideration to approve the surplus of select Kennesaw Police Department Motorola radios.

Kennesaw Police Department Lieutenant Joshua Irwin requested the surplus of outgoing Motorola radios. In 2023, the Department updated its radio systems, leaving 68 portable radios and 72 in-car radios that retain some value on the open market.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the regular meeting.

13. Information Technology

14. Public Works and Building Maintenance

A. Resolution: Engineering Design Services for Cherokee Street Improvements

Consideration for approval of a Resolution accepting Patterson & Dewar Engineers' proposal for Engineering Design Services for Cherokee Street Improvements.

Public Works Director Ricky Stewart presented a resolution to accept Patterson & Dewar Engineers' proposal for Engineering Design Services for Cherokee Street Improvements. The proposal includes updating the survey from the original Croy Engineering survey to reflect current conditions, revising the construction plans, developing traffic plans, and assisting with the bidding process.

Mayor Pro Tem Ferris requested a review of the original plans for Cherokee Street and Ben King. City Manager Jeff Drobney stated that staff will coordinate a time to revisit the original plans.

The item will remain where it is on the agenda for the regular meeting.

B. Resolution: Engineering Design Services for Ben King Road Improvements

Consideration for approval of a Resolution accepting Patterson & Dewar Engineers' proposal for Engineering Design Services for Ben King Road Improvements.

Public Works Director Ricky Stewart presented a resolution to accept Patterson & Dewar Engineers' proposal for Engineering Design Services for Ben King Road Improvements. The proposal includes updating the survey from the original Croy Engineering survey to reflect current conditions, revising the construction plans, developing traffic plans, and assisting with the project bidding process.

The item will remain where it is on the agenda for the regular meeting.

15. Recreation and Culture

16. Community Development

17. Public Comments

6:57 p.m. Floor Open for Public Comments

No comments.

6:58 p.m. Floor Closed for Public Comments

18. City Manager's Report

- A. Reports, Discussions, and Updates

Dr. Drobney did not have anything to report.

19. Mayor's Report

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

20. Council Reports & Discussions

- A. **Discussion: Historic Preservation Commission**

Discussion item requested by Mayor Pro Tem Ferris regarding the Historic Preservation Commission and the associated ordinances.

Mayor Pro Tem Ferris expressed interest in revisiting some of the historic preservation standards and processes to provide relief to homeowners and developers. He noted that the time and expenses required to meet these standards may discourage investment in downtown properties.

Councilmember Viars agreed, citing conflicts between the historic preservation standards and Central Business District (CBD) regulations. She shared that, as a real estate professional, potential buyers often back out when they learn a property is subject to Historic Preservation Commission (HPC) guidelines.

Mr. Simmons explained that the HPC's primary focus is on architecture and exterior design standards. Many complex issues, such as fire marshal requirements, stormwater, and utilities, are outside the HPC's control. Staff is addressing conflicts between HPC and CBD standards and hired a consultant to redline needed changes earlier this year. These revisions will undergo legal review and review by the Department of Community Affairs. To maintain certified local government status, certain historic preservation guidelines must be met. Staff is also exploring ways to expedite the process and enhance the HPC's administrative authority.

Councilmember Orochena, a historic district homeowner, noted that residents tend to fall into two groups: those who want to eliminate the historic district entirely, and those who wish to preserve it but support significant changes. She emphasized the need to balance historic preservation with flexibility for businesses and families, suggesting future input meetings or townhalls targeted specifically at property owners in the historic district.

Mr. Simmons asked Councilmember Orochena to share residents' major concerns to assist staff in rewriting the code and re-districting downtown to exclude areas that should not be in the historic district.

Mayor Pro Tem Ferris reiterated the importance of simplifying processes and reducing regulatory burdens.

Mr. Simmons proposed a Historic Preservation Commission rescue fund, providing one-time grants to help owners maintain historic structures and prevent deterioration.

Councilmember Orochena inquired about future input meetings. Mr. Simmons stated that meetings will occur, but staff needs time to complete additional data collection and analysis before presenting recommendations to the City Council and community.

21. Executive Session

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

22. Adjourn

Mayor Easterling adjourned the meeting at 7:32 p.m. The regular meeting will be held on Monday, September 15, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Work Session

9/8/2025

Public Comment Sign-in

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DRAFT



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: September 29, 2025
TITLE: **Minutes: September 15, 2025 Regular Meeting**
Approval of the September 15, 2025, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-09-15 City Council Meeting Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
September 15, 2025
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez-Leon City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Sam Hensley, Jr.
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1. Invocation

City resident Carlene Fregeolle led the Invocation.

2. Pledge of Allegiance

Kennesaw Police Department Captain Kevin Mitchell led the Pledge of Allegiance.

3. Call to Order

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

4. Announcements

5. Presentations

A. Presentation: Outstanding Placemaking Project

Recognition of the Outstanding Placemaking Project, which was awarded to the City of Kennesaw on August 27, 2025, by the Georgia Downtown Association for Art Blooms.

Mayor Easterling recognized Downtown/Main Street Manager Miranda Taylor and Smith-Gilbert Gardens Education and Exhibits Manager Vanita Keswani for their collaboration on Art Blooms in Downtown Kennesaw. On August 27, 2025, the Georgia Downtown Association honored the City of Kennesaw with the Outstanding Placemaking Project Award for enhancing a public space within the city's historic district. The award highlights the City's dedication to creating inviting, well-designed improvements that enrich the downtown environment while preserving its historic character.

City Manager Jeff Drobney praised the collaboration between Ms. Taylor and Ms. Keswani, noting that it not only engaged Downtown Merchants but also demonstrated

the City's strong commitment to its art program.

6. Public Comment

This section is for comment on any item on the agenda.

6:34 p.m. Floor Open for Public Comments

No comments.

6:35 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. Final Public Hearing: FY 26 Operating Budget

Consideration to approve a Resolution adopting the Fiscal Year 2025-2026 Operating Budget for the City of Kennesaw.

Finance Director Jennifer Gordy presented a resolution adopting the Fiscal Year 2025–2026 Operating Budget for the City of Kennesaw in the amount of \$34,383,192. This meeting marked the second and final public hearing on the budget. Ms. Gordy provided a presentation highlighting key elements of the Operating Budget [See **Exhibit A**].

Motion by Councilmember Viars to approve [Resolution No. 2025-55](#) adopting the Fiscal Year 2025-2026 Operating Budget for the City of Kennesaw as presented. Seconded by Councilmember Jones.

6:42 p.m. Floor Open for Public Comments

No comments.

6:43 p.m. Floor Closed for Public Comments

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

B. Final Public Hearing: FY 26 Capital Improvement (SPLOST) Budget

Consideration to approve a Resolution adopting the Fiscal Year 2025-2026 Capital Improvement (SPLOST) Budget for the City of Kennesaw.

Finance Director Jennifer Gordy presented a resolution adopting the Fiscal Year 2025–2026 Capital Improvement (SPLOST) Budget for the City of Kennesaw. She explained that SPLOST is a project-based fund, budgeted according to the remaining balances available for expenditure. The 2011 SPLOST has \$2,395,000 remaining, the 2016

SPLOST has \$7,667,300 remaining, and the 2022 SPLOST has \$24,785,850 remaining [See **Exhibit B**].

Motion by Councilmember Jones to approve [Resolution No. 2025-56](#) adopting the Fiscal Year 2025-2026 Capital Improvement (SPLOST) budget for the City of Kennesaw as presented. Seconded by Mayor Pro Tem Ferris.

6:43 p.m. Floor Open for Public Comments

No comments.

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

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

C. Land Use Permit: 3409 English Oaks Drive

Consideration for approval of a Land Use Permit application for the property located at 3409 English Oaks Drive as submitted by applicant Dahlia Akar.
Case #LU2025-05

Assistant Zoning Administrator and Planner Chanelle Campbell presented a Land Use Permit application for the property at 3409 English Oaks, submitted by applicant Dahlia Akar. The request seeks approval for a home occupation business license to operate a home bakery within the English Oaks Subdivision.

From a land use perspective, staff determined the request to be low in commercial intensity, with all operations occurring inside the residence and no signage or product displays. The proposed use is not expected to create adverse impacts or nuisances for adjacent properties. Staff also received written correspondence from the property manager for the English Oaks Subdivision expressing support for the application.

Staff recommends approval with the following conditions: 1) the land use permit is limited to, exclusive for and only valid for the current applicant and the life of this home-based use, and it is not transferrable. Any changes would require additional review and approval; 2) there shall be no clients, customers, or additional employees at this location, nor shall there be any evidence of a home-based business visible from the public right-of-way including no signs and no more than one commercial vehicle dedicated to this business; and 3) the land use permit is valid for 24-months starting from the date of final approval.

Motion by Councilmember Jones to approve a Land Use Permit application for the property located at 3409 English Oaks as submitted by applicant Dahlia Akar and as presented with conditions. Seconded by Councilmember Orochena.

6:46 p.m. Floor Open for Public Comments

No comments.

6:47 p.m. Floor Closed for Public Comments

Mayor Pro Tem Ferris asked Ms. Akar where she intended to sell her baked goods. Ms. Akar responded that she planned to sell them at markets and through possible deliveries.

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

D. Zoning Variance: 2292 Bayswater Drive

Consideration for approval of a variance application for the property located at 2292 Bayswater Drive as submitted by Alberto Florido. Case #ZV2025-02

Assistant Zoning Administrator and Planner Chanelle Campbell presented a variance application for the property at 2292 Bayswater Drive, submitted by applicant Alberto Florido. The request seeks to reduce the minimum rear setback from 30 feet to 16 feet in order to rebuild the deck and balcony.

Ms. Campbell noted that in 1985, permits were issued for the home's construction with the condition that the structure avoid encroachment on the drainage easement and stream running through the property. The applicant purchased the home in 2024 and received a stop work order in March 2025 due to unpermitted construction involving the replacement of the front and rear decks. Since that time, the applicant has worked with staff to obtain the necessary permits to reconstruct the front deck. The proposed reconstruction of the rear deck and balcony remains under review pending approval of the variance request. The new deck and balcony would be smaller than the previous structures and would serve as a secondary egress for the building.

Staff found that the request meets the criteria for variance consideration under Section 9.02.00 of the Unified Development Code (UDC), noting that the site's specific constraints create practical difficulties not common to other parcels. The requested relief would not be detrimental to public welfare or the intent of the UDC. The proposed encroachment is modest, as the initial footprint will be reduced and will remain compatible with adjacent properties.

The Planning Commission reviewed the application and recommended approval of the variance.

Motion by Mayor Pro Tem Ferris to approve a variance application for the property located at 2292 Bayswater Drive as submitted by Alberto Florido with the condition that it is limited to the replacement of the existing deck in similar or less dimensions and construction; the variance does not allow for permanent, enclosed room type structures such as room additions or sun rooms. Seconded by Councilmember Viars.

6:53 p.m. Floor Open for Public Comments

No comments.

6:54 p.m. Floor Closed for Public Comments

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

E. Ordinance: Text Amendment

Consideration for approval of a text amendment as submitted by the City of Kennesaw to amend the Unified Development Code, Appendix A "Unified Development Code" Chapter 1 Section 1.09.02, Chapter 2 Section 2.01.03 and Chapter 2 Section 2.02.03. Case #MISC2025-06

Assistant Zoning Administrator and Planner Chanelle Campbell presented a text amendment submitted by the City of Kennesaw to amend Appendix A of the Unified Development Code. The amendment incorporates the newly adopted provisions for Short Term Rentals. Key changes include:

Section 1.09.02 – Addition to the definition of Short Term Rentals.

Section 2.01.03 – Inclusion of Short Term Rentals as a permitted use in various residential zoning districts.

Section 2.02.03 – Addition of Short Term Rentals as a permitted use in the Table of Land Uses – Residential Districts.

Motion by Councilmember Jones to approve [Ordinance No. 2025-07](#) amending the Appendix A, "Unified Development Code," Chapter 1, Section 1.09.02, Chapter 2, Section 2.01.03, and Chapter 2, Section 2.02.03, as presented. Seconded by Councilmember Gutierrez.

6:55 p.m. Floor Open for Public Comments

No comments.

6:56 p.m. Floor Closed for Public Comments

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

11. Consent Agenda

A. Minutes: August 25, 2025 Work Session

Approval of the August 25, 2025, City Council work session minutes.

B. Minutes: August 25, 2025 Executive Session

Approval of the August 25, 2025, City Council executive session minutes.

C. Minutes: September 2, 2025 Regular Meeting

Approval of the September 2, 2025, City Council regular meeting.

D. Resolution: GMA Certified City of Ethics

Approval of a Resolution to re-certify the City of Ethics program through the Georgia Municipal Association.

Resolution No. 2025-57

E. Resolution: Work Session Microphones

Approval of a Resolution authorizing the Mayor to sign a proposal for six work session microphones.

Resolution No. 2025-58

F. Road Closures: Medal of Honor Convention

Approval of road closures for the 2025 Medal of Honor Convention and re-enactment of The Great Locomotive Chase on September 30, 2025.

G. Alcohol License: Main Street Burger, Inc.

Approval of a Retail Pouring Alcohol License for Liquor and Sunday Sales for Main Street Burger, Inc. d/b/a Main Street Eats located at 2844 South Main Street, Kennesaw, GA 30144. Applicant: Michael Diamond

H. Resolution: Master Fee Schedule Updates

Approval of a Resolution updating various portions of the Master Fee Schedule.

Resolution No. 2025-59

I. Surplus: Police Department Radios

Approval to surplus select Kennesaw Police Department Motorola radios.

Motion by Councilmember Viars to approve the Consent Agenda engross. Seconded by Councilmember Jones.

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

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

A. Resolution: Engineering Design Services for Cherokee Street Improvements

Consideration for approval of a Resolution accepting Patterson & Dewar Engineers' proposal for Engineering Design Services for Cherokee Street Improvements.

Public Works Director Ricky Stewart presented a resolution to accept Patterson & Dewar Engineers' proposal for Engineering Design Services for Cherokee Street Improvements. The proposal includes updating the survey from the original Croy Engineering survey to reflect current conditions, revising the construction plans,

developing traffic plans, and assisting with the bidding process. The proposal is for \$183,600.

Motion by Councilmember Jones to approve [Resolution No. 2025-60](#) accepting Patterson & Dewar Engineers' proposal for Engineering Design Services for Cherokee Street improvements as presented. Seconded by Councilmember Viars.

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

B. Resolution: Engineering Design Services for Ben King Road Improvements

Consideration for approval of a Resolution accepting Patterson & Dewar Engineers' proposal for Engineering Design Services for Ben King Road Improvements.

Public Works Director Ricky Stewart presented a resolution to accept Patterson & Dewar Engineers' proposal for Engineering Design Services for Ben King Road Improvements. The proposal includes updating the survey from the original Croy Engineering survey to reflect current conditions, revising the construction plans, developing traffic plans, and assisting with the project bidding process. The proposal is for \$158,500.

Motion by Mayor Pro Tem Ferris to approve [Resolution No. 2025-61](#) accepting Patterson & Dewar Engineer's proposal for Engineering Design Services for Ben King Road improvements as presented. Seconded by Councilmember Gutierrez.

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

16. Recreation and Culture

17. Community Development

18. Public Comment

This section is for general comment.

6:58 p.m. Floor Open for Public Comments

ANDREW BRAMLETT (City Resident): Mr. Bramlett provided a brief history of the City's incorporation in 1887 and highlighted notable changes to the city limits over the years. [See **Exhibit C**].

6:59 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Jeff Drobney reminded attendees about the upcoming Yacht Rock Schooner concert this Saturday. He also noted that the City will host a "Big Game Day" at the Amphitheater on September 27, 2025, to watch the Georgia v. Alabama game.

20. Mayor's Report

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

21. Council Reports & Discussions

Councilmember Gutierrez urged everyone to be kind to one another, noting that these are frightening times and emphasizing that no one benefits from hate.

Councilmember Jones commended the staff, noting that he and his family visited Frozen Cow and enjoyed the ice cream at Depot Park. He expressed appreciation for the cleanliness of the restroom facilities.

Mayor Pro Tem Ferris expressed condolences regarding the passing of Charlie Kirk and requested that everyone keep his family in their thoughts and prayers.

Councilmember Orochena commented on the upcoming Big Game Day, noting that although she is not a big sports fan, it seems like a fun venue to watch the game. She also congratulated Smith-Gilbert Gardens on the success of Art Blooms and expressed her appreciation that the Gardens have reopened, as it offers a variety of fun classes such as gardening and painting.

Councilmember Viars congratulated Finance Director Jennifer Gordy and her team for successfully completing the FY 2025–2026 budget, noting that they did an outstanding job.

22. Executive Session

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

Motion by Councilmember Gutierrez to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing land and legal. Motion seconded by Councilmember Viars.

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

7:05 PM Recess to Executive Session

Mayor, City Council, City Manager, Assistant City Manager, City Clerk, and City Attorney attended Executive Session.

7:14 PM Reconvene to Open Session

Councilmember Gutierrez read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4. Motion seconded by Councilmember Viars. See **Exhibit D**.

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

Mayor Easterling requested the use of the metal detector for Council meetings going forward to enhance security for the Council and attendees. City Attorney Sam Hensley, Jr. noted that Court Services uses the machines every Tuesday and that Cobb County requires screening for their Commission meetings. Councilmembers Viars and Gutierrez agreed with the request. Councilmember Orochena suggested placing the item on the next work session agenda, but Mayor Easterling stated he did not want to wait, as it was an immediate concern. Councilmember Gutierrez remarked that he routinely goes through metal detectors at airports and amusement parks and does not believe the requirement is unreasonable for Council meetings. Councilmember Jones expressed opposition to the change.

Mayor Pro Tem Ferris suggested preparing a written document outlining the procedure for the use of the equipment.

Motion by Councilmember Viars to re-initiate screening attendees through the metal detectors prior to entering the Council Chambers for Council meetings and work sessions. Seconded by Councilmember Gutierrez.

Vote taken: motion approved, 4-1 [Councilmember Jones opposed]. Motion passed.

23. Adjourn

Mayor Easterling adjourned the meeting at 7:17 p.m. The next work session will be held on Monday, September 29, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk



City of Kennesaw, GA

September 15, 2025

FY 2026 PROPOSED OPERATING BUDGET



FY 2026 BUDGET SCHEDULE

Public Hearing

- September 2, 2025 (6:30 p.m.)

Public Hearing

- September 15, 2025 (6:30 p.m.)

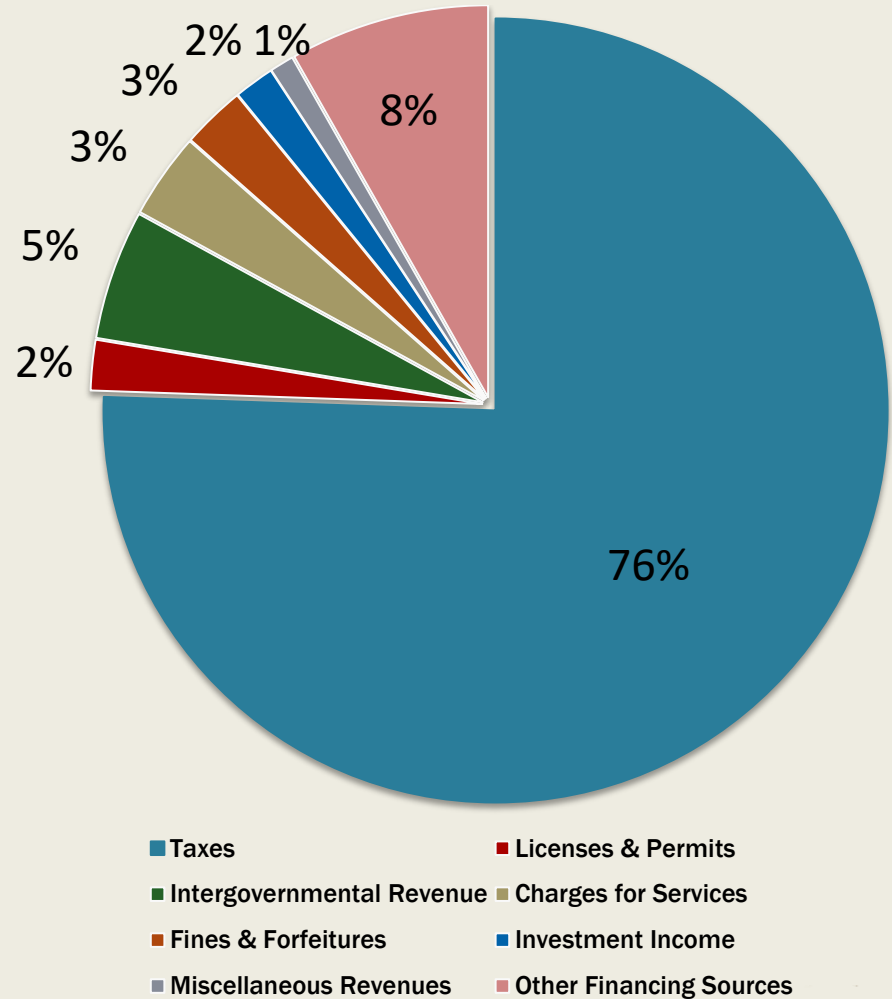
Adoption

- September 15, 2025 (6:30 p.m.)



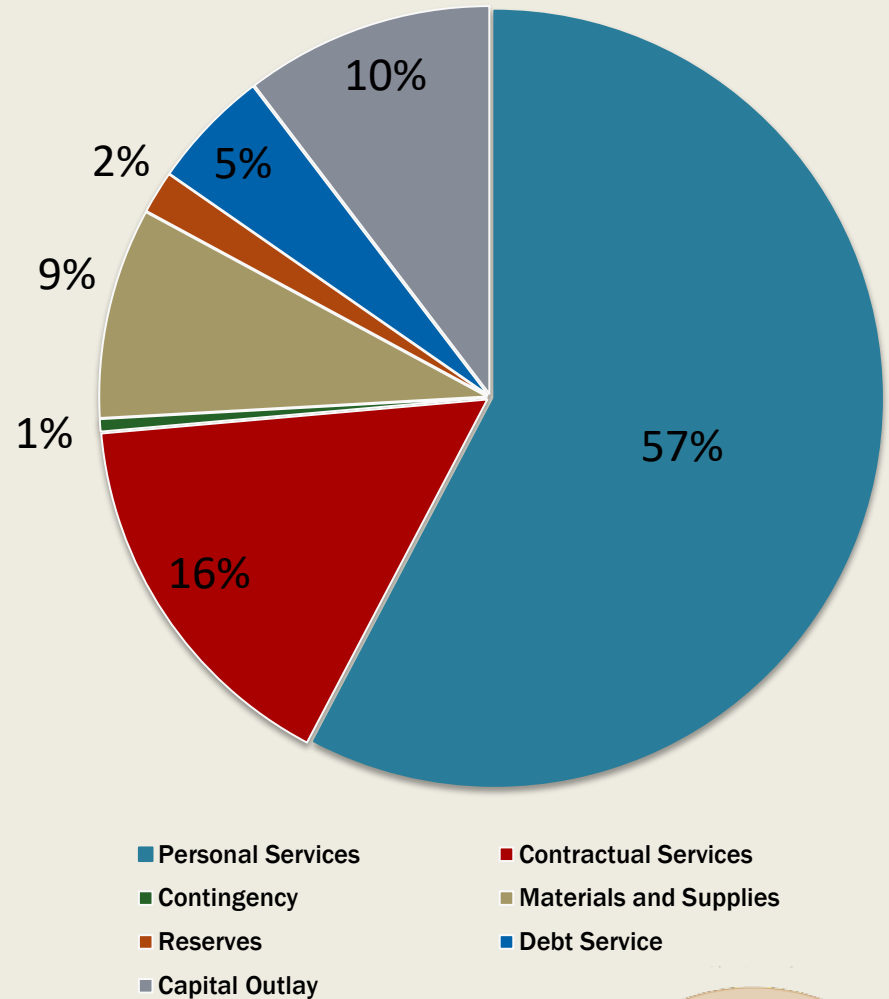
FY 2026 PROPOSED GENERAL FUND OPERATING REVENUES & OTHER SOURCES

CATEGORY	AMOUNT
Taxes	\$25,977,503
Licenses and Permits	\$713,850
Intergovernmental	\$1,838,028
Charges for Services	\$1,211,900
Fines & Forfeitures	\$900,000
Investment Income	\$570,000
Miscellaneous Revenue	\$340,261
Other Financing Sources	\$2,831,650
TOTAL REVENUES	\$34,383,192

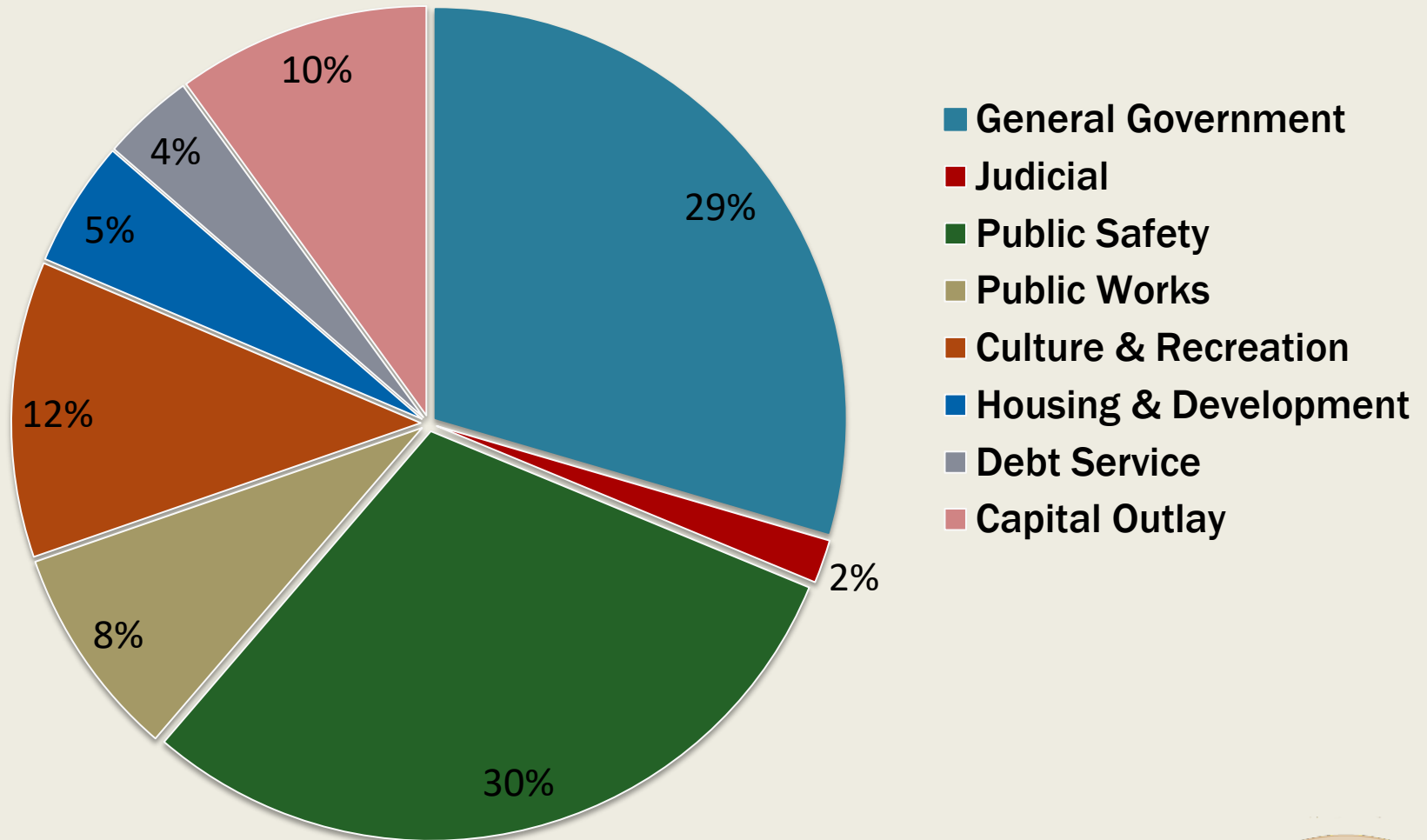


FY 2026 PROPOSED GENERAL FUND EXPENDITURES (CATEGORIES)

CATEGORY	AMOUNT
Personal Services	\$19,101,177
Contractual Services	\$5,262,433
Contingency	\$170,000
Materials and Supplies	\$2,904,748
Reserves	\$585,581
Debt Service	\$ 1,649,151
Capital Outlay	\$3,428,900
TOTAL DEPT EXPENDITURES	\$33,101,990
Transfers to Other Funds	\$1,281,202
TOTAL EXPENDITURES	\$34,383,192



FY 2026 PROPOSED GENERAL FUND EXPENDITURES (BY FUNCTION)



FY 2026 PROPOSED OPERATING BUDGET

Operating Budgets:	FY 25 Adopted	FY 26 Proposed	% Change
Governmental Fund Types			
General Fund	\$32,095,024	\$34,383,192	7%
Asset Forfeiture	\$21,200	\$21,200	0%
Treasury Equitable	\$20,500	\$20,500	0%
Opioid Settlement	\$36,069	\$51,992	44%
Emergency 911	\$1,534,400	\$1,512,400	-1%
American Rescue Plan Act	\$1,405,708	\$0	-100%
Hotel Motel	\$101,550	\$101,550	0%
Impact Fee	\$450,000	\$520,000	16%
Cemetery	\$22,000	\$31,350	43%
Debt Service	\$ 1,461,068	\$ 1,649,151	13%
Subtotal	\$37,147,519	\$38,291,335	3%



FY 2026 PROPOSED OPERATING BUDGET

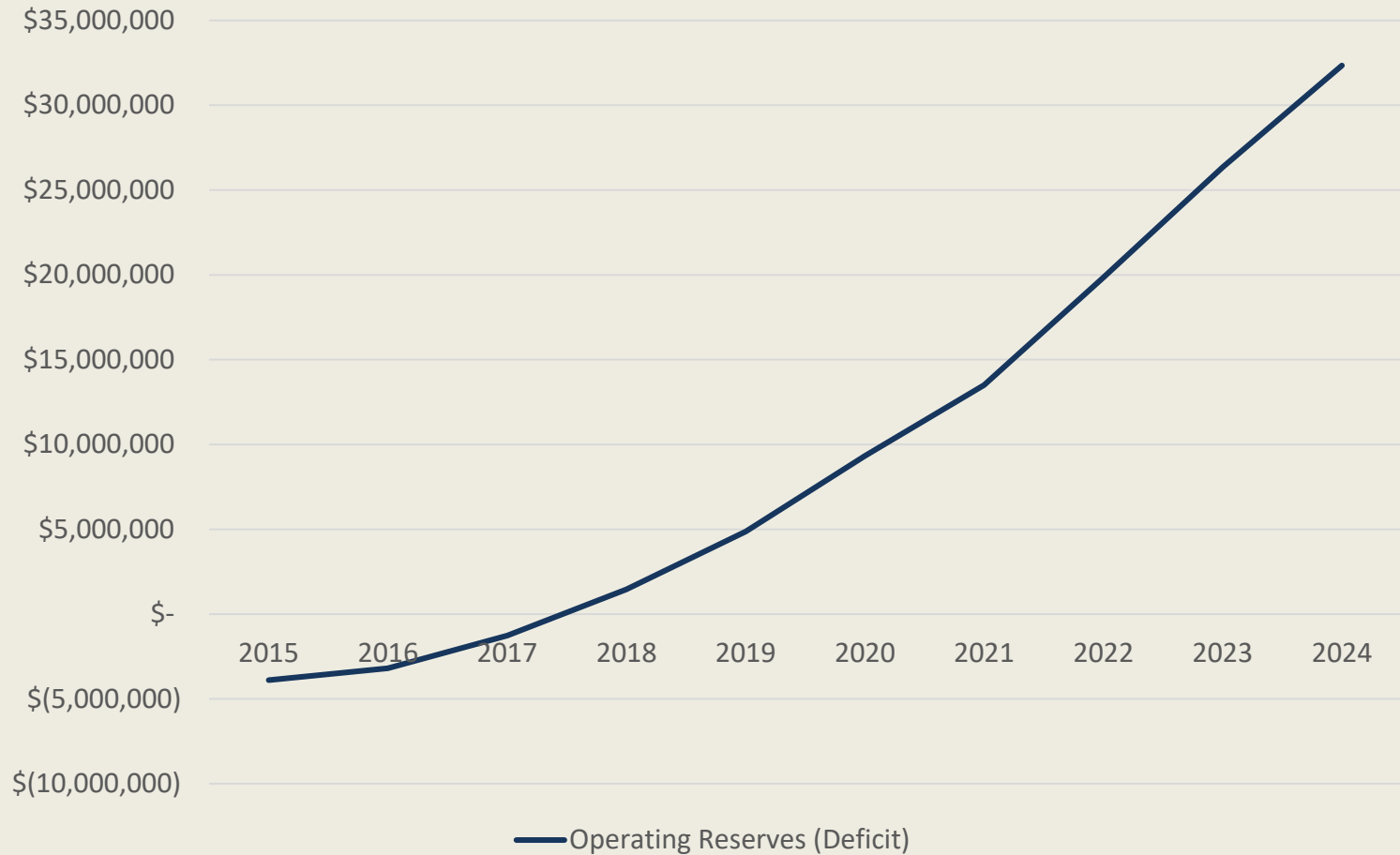
Operating Budgets:	FY 25 Adopted	FY 26 Proposed	% Change
Business - Type Funds			
Sanitation	\$4,022,100	\$4,321,751	7%
Museum	\$1,074,846	\$1,153,363	7%
Smith Gilbert Gardens	\$832,236	\$883,669	6%
Storm Water	\$1,491,130	\$2,500,374	48%
Streetlights	\$415,000	\$424,035	2%
Subtotal	\$7,835,312	\$9,283,192	18%
Total Operating Funds	\$44,982,831	\$47,574,527	6%

FY 2026 PROPOSED INTERNAL SERVICE FUND BUDGET

PARTIALLY SELF-INSURED HEALTH INSURANCE FUND	FY 25 Adopted	FY 26 Proposed	% Change
Fixed Cost	\$788,097	\$880,646	12%
Claims	\$2,621,346	\$3,169,510	21%
Total	\$3,409,443	\$4,050,156	19%



Operating Reserves



FY 2026 PERSONNEL RECOMMENDATIONS

New Full-time Positions (2)

Building Maintenance

- Custodian

Smith-Gilbert Gardens

- Horticulture Technician

New Part-time Seasonal Positions (2)

Parks & Recreation

- Parks Worker 1



FY 2026 PERSONNEL RECOMMENDATIONS

Freeze Positions (6)

Finance

- Utility Billing Support Clerk

Public Works

- Fleet Lead Mechanic
- Landscape (3) Maintenance I
- Landscape (1) Maintenance III



FY 2026 PERSONNEL RECOMMENDATIONS

Reclassifications

- Assistant Director of Finance retitled to Assistant Director of Administration (no change to salary)



FY 2026 PROPOSED CAPITAL EXPENDITURES

- Police –Ten (10) vehicles, Ten (10) B&T Subguns, Six (6) 40MM Launchers, Thirty (30) Patrol Rifles, Public Safety Facility
- Parks & Recreation – One (1) SUV, One (1) Enclosed Trailer, One (1) Exmark Rear Discharge Mower, One (1) Leaf Vacuum, Replacement lights & poles on fields 5 & 6 in Adams Park
- Public Works Fleet – One (1) GMC SUV, One (1) Ford Ranger
- Southern Museum – Fifteen (15) Two-way Motorola Radios
- Streets- One (1) 60” Turn mower, One (1) Black Cat Radar Traffic Counter



QUESTIONS?

City of Kennesaw, GA

FY 2026 PROPOSED OPERATING BUDGET





Exhibit B

City of Kennesaw, GA

September 15, 2025

FY 2026 PROPOSED CAPITAL IMPROVEMENT BUDGET



FY 2026 PROPOSED BUDGET

SPLOST FUND

SPLOST BY YEAR	
Remaining Dollars to be Spent	
2011 SPLOST	\$2,395,000
2016 SPLOST	\$7,667,300
2022 SPLOST	\$24,785,850
TOTAL	\$34,848,150



QUESTIONS?

City of Kennesaw, GA

FY 2026 PROPOSED CAPITAL IMPROVEMENT BUDGET



KENNESAW HISTORY

Incorporation

Next Sunday is the 138th anniversary of Kennesaw's incorporation, marking the start of Kennesaw's municipal government. The act creating Kennesaw was approved by the Georgia General Assembly on September 21, 1887, though it contained some interesting details showing how much our city has changed since that time. In particular, the city limits were once very different.

The town limits were set at "one-half mile" from the depot, creating a circle centered on downtown. It can be hard to get a sense of how big this is, but some rough measuring on Google Maps reveals the original size of Kennesaw. On Cherokee Street, the city limits ended close to the site of Daybreak Village Assisted Living. On Moon Station, the edge of the city was roughly where the Burrell Public Works complex is now located. The city limits stretched almost to the corner of Cobb Parkway and Summers Street, and just barely included Adams Park.

It is very strange to think how much of today's city was not part of the city limits in 1887. In fact, the city limits would remain unchanged until at least 1950.

INCORPORATING TOWN OF KENNESAW.

No. 206.

An Act to incorporate the town of Kennesaw, in Cobb county, and to provide for the election of a mayor and council, marshal and clerk, and to define their powers and duties, and for other purposes.

SECTION I. *Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by authority of the same,* That from and after the passage of this Act, the town of Kennesaw, in the county of Cobb, shall be incorporated under the name and style of Kennesaw, by which name it shall sue and be sued, plead and be impleaded.

Corporate
name.
General
powers.
Corporate
limits.

SEC. II. *Be it further enacted,* That the corporate limits of said town shall be as follows: The corporate limits of said town shall extend one-half mile from the depot of the Western and Atlantic Railroad Company; that is, said corporate limits shall commence at the depot aforesaid and extend one-half mile north, south, east and west, so as to include all of the territory in every direction within one-half mile of the depot as aforesaid, which, after the passage of this Act, shall be known as the corporate limits of said town.

Election of
officers.

Conduct
of
Voters.

Result of
election.

SEC. III. *Be it further enacted by the authority aforesaid,* That within six months after the passage of this Act, or so soon thereafter as practicable, and on the first Monday in January thereafter, there shall be an election held for the election of a mayor and four councilmen, which election shall be conducted in the same manner as an election for members of the General Assembly in this State, and each person residing within the corporate limits of said town, who shall be qualified to vote for the members of the General Assembly, shall be qualified to vote in such elections for mayor and councilmen, and the person or persons who shall receive the highest number of votes for either of the above-named offices shall be declared duly elected; *Provided,* the marshal and clerk shall be elected by the mayor and council immediately upon their election, or as soon thereafter as practicable.

SEC. IV. *Be it further enacted by the authority aforesaid,* That said mayor and council shall have power and authority to cause

to be worked all streets, roads and alleys in said town by all persons residents therein subject to road duty under the laws of this State, and to fix a commutation tax to be paid by all such persons in lieu of road-working on said streets, alleys or roads. Said mayor and council shall have power to make any and all by-laws, rules and regulations or ordinances necessary for the government of the town, which are not inconsistent with the laws and Constitution of this State; to punish by fine or imprisonment, or both, in the discretion of the mayor or council; *Provided,* the fine shall not exceed thirty dollars nor the imprisonment thirty days, in the discretion of the mayor and council. They shall also have power and authority to fix the cost that shall be paid to the mayor, marshal and clerk for services when any person shall be convicted for violating any of the ordinances of said town; *Provided,* such cost shall be taxed against the person or persons convicted of violating any such ordinance or ordinances. Said mayor and council shall also have power to levy and collect a tax on all property within the corporate limits of said town, not to exceed two-tenths of one per cent., for the support of the government of said town.

SEC. V. *Be it further enacted by the authority aforesaid,* That nothing in this Act shall be construed to give the town authorities, or any other authorities, the right to grant license to sell intoxicating liquors in any quantity whatever within the corporate limits of said town, or to repeal existing laws on that subject.

SEC. VI. *Be it further enacted by the authority aforesaid,* That all laws and parts of laws in conflict with this Act be, and the same are hereby repealed.

Approved September 21st, 1887.

Act Incorporating the Town of Kennesaw

Presented by Andrew J. Bramlett at the September 15, 2025,
City of Kennesaw Mayor & Council Meeting

State of Georgia
County of Cobb

AFFIDAVIT

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 15 day of Sept, 2025.

2.

That it is my understanding that O.C.G.A. § 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code Section, the chairperson or other person presiding over such meeting shall execute and file with the officials minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting of the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

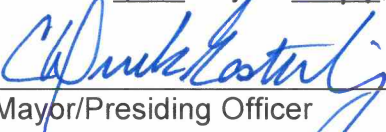
3.

The subject matter of the closed meeting or closed portion of the meeting held on the 15th day of September, 2025 which was closed for the purpose(s) of land & legal as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

4.

This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4(b) that such an affidavit be executed.

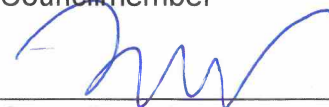
This the 15th day of Sept, 2025.

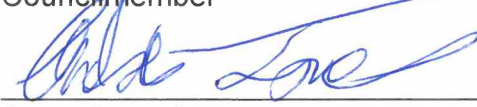

Mayor/Presiding Officer


Councilmember


Councilmember

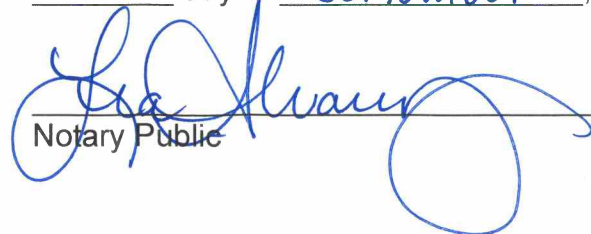

Councilmember

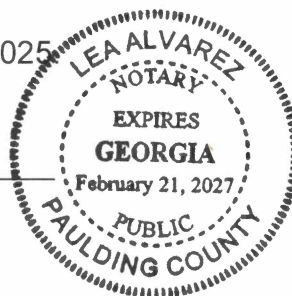

Councilmember


Councilmember

Sworn to and subscribed before me this the

16th day of September, 2025.


Notary Public



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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**City Council Meeting
9/15/2025
Public Comment Sign-in**

	Name	Address	Topic
1	Andrew T. Brantlett	2890 Kennelwood Ct.	Local History
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: September 29, 2025
TITLE: **Minutes: September 15, 2025 Executive Session**
Approval of the September 15, 2025, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. Executive Session Affidavit

AFFIDAVIT

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 15 day of Sept, 2025.

2.

That it is my understanding that O.C.G.A. § 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code Section, the chairperson or other person presiding over such meeting shall execute and file with the officials minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting of the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

3.

The subject matter of the closed meeting or closed portion of the meeting held on the 15th day of September, 2025 which was closed for the purpose(s) of land & legal as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

4.

This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4(b) that such an affidavit be executed.

This the 15th day of Sept, 2025.

[Signature]
Mayor/Presiding Officer

[Signature]
Councilmember

[Signature]
Councilmember

[Signature]
Councilmember

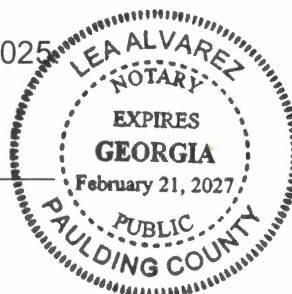
[Signature]
Councilmember

[Signature]
Councilmember

Sworn to and subscribed before me this the

16th day of September, 2025.

[Signature]
Notary Public





Item Report

TO: The Honorable Mayor and City Council

FROM: Mariyah Nall, Business License Manager

DATE: September 29, 2025

TITLE: **Alcohol License: Dasatvam LLC**
 Consideration for approval of a Retail Package Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Dasatvam LLC d/b/a Kings Liquor located at 2600 Cobb Parkway NW, Kennesaw, GA 30152. Applicant: Monalibahen Patel

Summary:

The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted, and it has been properly advertised per Sec. 6-36. The current application and background check results are on file. A distance survey completed by a certified surveyor indicates the business is not within the designated distance of a property line or structure listed in Ordinance Sec. 6-42 and 6-43.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

100.0000.32.1900 Application Fee \$350.00

Attachments:

1. DASATVAM LLC ALCOHOL FILE_Redacted2
2. 2025-09-26 Dasatvam LLC Display Ad



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

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

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

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

License Type (Choose one):

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

Type of Establishment (Choose one):

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

Business Type (Choose one):

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

Please fill out the below information:

1. Full name of business: Dasatvam LLC
Doing Business As (DBA): Kings Liquor
Anticipated start date of business: 09/3/2025
2. Business location: 2600 Cobb Pkwy NW, Kennesaw, GA 30152
Email address: [REDACTED]
Phone Number: 470-979-0356
Mailing address: 900 Sycamore Ln Apt 107, Woodstock, GA 30188

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

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

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

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

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

Package Sales Only (Beer or Wine):

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

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

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

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

Number of pool tables:

Number of video game machines:

Size of dance floor:

Amount of cover charge:

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

N/A 5. How many square feet are the following:

a. Dining area:

b. Bar area:

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

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

How is the proposed location zoned? HGB

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

Zoning verified by City of Kennesaw Zoning Division staff member

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

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

If Partnership or LLP:

6. Partnership or LLP Name: _____

N/A	Partner/Member:	_____	Social Security #:	_____
	Position:	_____	Date of Birth:	_____
	Email Address:	_____	% of Ownership:	_____
	Phone Number:	_____		

Home Address:	_____	City:	_____
	_____	State:	_____
		ZIP:	_____

N/A	Partner/Member:	_____	Social Security #:	_____
	Position:	_____	Date of Birth:	_____
	Email Address:	_____	% of Ownership:	_____
	Phone Number:	_____		

Home Address:	_____	City:	_____
	_____	State:	_____
		ZIP:	_____

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

If Corporation or LLC:

7. Corporation or LLC Name: Dasatvam LLC

President/Member: Monalibahen Patel
Email Address: [REDACTED]
Phone Number: 470-979-0356

Social Security #: [REDACTED]
Date of Birth: [REDACTED] 1985
% of Ownership: 100

Home Address: 900 Sycamore Ln Apt 107

City: Woodstock
State: Georgia
ZIP: 30188

N/A

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

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

Home Address: _____

City: _____
State: _____
ZIP: _____

N/A

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

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

Home Address: _____

City: _____
State: _____
ZIP: _____

N/A

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

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

Home Address: _____

City: _____
State: _____
ZIP: _____

Attach additional sheets if needed

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

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

Corporate Name	Business Name	% Owned
Dasatvam LLC	Kings Liquor	100
_____	_____	_____
_____	_____	_____

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

Name	Position	SSN	Home Address	% Owned
Monalibahen Patel	Owner	██████████	900 Sycamore Ln Apt 107 Woodstock	100
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Licensee/Owner Name	Business Name	Address
None	_____	_____
_____	_____	_____
_____	_____	_____

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

Name/Relationship	Home Address	Business Name/Address
None	_____	_____
_____	_____	_____
_____	_____	_____

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

Property Owner: Dasatvam LLC
Address: 2600 Cobb Pkwy, Kennesaw, GA 30144

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

\$ ██████████

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

Licensee/Owner \$ ██████████
Other Owners \$ ██████████

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

Name of Lender	Address	Amount	Date	Interest Rate
Hemal Patel	4122 Roberts Crest Dr		8/16/2025	
Ronak Patel	1411 South Grand Ave		8/16/2025	
Dipen Patel	925 15th Ave SE		8/16/2025	
US Metro Bank	6301 Beach Blvd #301		7/9/2025	

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

Name	Address	Compensation
Monalibahen Patel	900 Sycamore Ln, Woodstock, GA 30188	

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

Name	Address
Sagar Desai/Varsha Agrawal	3069 Amwiler Rd, Ste 9, Atlanta, GA 30360
Global Tax and Consulting Experts	

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

If yes, give full details.

None

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

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

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

None

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

No

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

All employee and owners selling alcoholic beverages are properly trained and must be knowledgeable about responsible alcohol service. Our training program will cover topics such as recognizing signs of intoxication, checking IDs and understanding local alcohol laws. The training will last 2 hours and is conducted upon hire. Employees will receive a handbook covering alcohol rules.

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

There will be a handbook that is given along with multiple signs plastered around the store stating the different rules we have. EX. No one under 21 may enter.

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

All employees are trained to check valid ID for anyone purchasing alcohol. If an ID is in question, we refuse service. Posters reminding employees of the legal requirements regarding age verification and signs of intoxication are displayed prominently in employee areas and near alcohol. If necessary, supervisors or managers will step in to assist in making the decision to refuse service.

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

We will have surveillance cameras set up around the establishment that will be monitored constantly to ensure everything is running properly. We will have an age-of-purchase calendar displayed showing "only people born after -- date" are able to purchase. We will also have signs and posters visible to both employees and customers in regard to the county and state laws.

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

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

From/To Month/Year	Company	City	State	Position/Salary
04/2023-now	Walmart Vision Center	Canton	GA	Manager
09/2022-04/2023	Subway	Marietta	GA	Manager

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

From/To Month/Year	Address	City	State
03/2023-now	900 Sycamore Ln Apt 107	Woodstock	GA
08/2022-03/2023	3843 Steinhaver Rd	Marietta	GA
until 2022	India		

KENNESAW, GEORGIA
COBB COUNTY

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

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

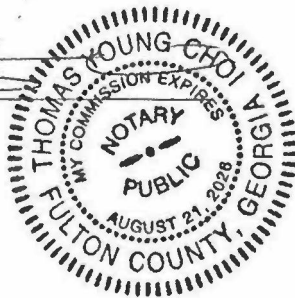
M.S. Patel
Signature of Applicant

S.S. Patel
Signature of Spouse of Applicant

Sworn to and subscribed before me this

26 day of August, 2025

Notary Public



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

(770) 457-9630
Phone Number

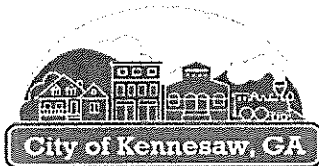
Application received in Kennesaw City Hall by:

Magalini

Application to be heard by Mayor & Council

Date & Time: 9/26/2025 6:30 pm

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING



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

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

License Application:
Alcoholic Beverage

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

N/A

NAME OF ESTABLISHMENT: _____
ADDRESS OF ESTABLISHMENT: _____
LICENSEE'S NAME: _____

Monalibahen Patel

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

PERIOD FOR WHICH INFORMATION IS PROVIDED: _____ (IF EXISTING BUSINESS, MUST BE A 12 MONTH PERIOD. IF NEW BUSINESS, MUST BE 12 MONTH ESTIMATE.)

Gross Receipts from Food sales this period: \$ _____ (____ %)
Gross Receipts from Alcoholic Beverage sales this period: \$ _____ (____ %)
Total Food sales and Alcoholic Beverage sales this period: \$ _____ (____ %)

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:

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

CPA NAME (PRINTED)

NAME OF CPA FIRM

PHONE

CPA SIGNATURE

BUSINESS ADDRESS

CITY/STATE

ZIP

SWORN UNDER: OATH THIS

DAY OF

_____, 20____

SIGNATURE OF NOTARY PUBLIC

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

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

Signature of Licensee/Owner

Sworn under oath this ____ day of _____, 20____. _____ Notary Public



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

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

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Monalibahen Samirkumar Patel
(Include maiden names and alias names if any)
2. Phone Numbers:
 - a. Business: 470-979-0356
 - b. Cell: [REDACTED]
 - c. Home: None
3. Home Address: 900 Sycamore Ln, Apt 107, Woodstock, GA 30188
4. Business Address: 2600 Cobb Pkwy NW, Kennesaw, GA 30152



5. Please fill out the following:

Age: 40 Sex: F Height: 5'1 Color of Hair: Brown
Race: Asian Weight: 130 Color of Eyes: Black

6. Social Security #: [REDACTED]
7. Place of Birth: India Date of Birth: [REDACTED] 1985
U.S. Citizen: No ☐ By Birth ☐ Naturalized
If a naturalized citizen, provide certificate #: N/A
and submit original naturalization certificate or U. S. Passport
If a legal permanent resident, provide alien registration #: [REDACTED]
and submit copy of I-551 card
Derived Parents Certificate #'s: N/A
Date & Port of Entry: 08/24/2022 Atl, GA
8. How long have you resided in the State of Georgia? 3 years
9. Number of years at this present address? 2 years

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

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

Full Name of Spouse: Samirkumar S Patel
Social Security #: [REDACTED] Spouse's Maiden Name: Patel
Place of Birth: India Date of Birth: [REDACTED] 1979
Place of Marriage: Gujarat, India Date of Marriage: 06/24/2005

Name of spouse's employer: Minks Package
 Address of employer: 2565 Delk Rd, Marietta, GA 30067
 U.S. Citizen: No ☐ By Birth ☐ Naturalized
 If a naturalized citizen, provide certificate #: N/A
 and submit original naturalization certificate or U. S. Passport
 If a legal permanent resident, provide alien registration #: [REDACTED]
 and submit copy of I-551 card
 Derived Parents Certificate #'s: N/A
 Date & Port of Entry: 08/24/2022 Atl, GA

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

Full Name	Address	Age	Birth Place
Kirtan Patel	900 Sycamore Ln, Woodstock GA	18	Anand
Rajvi Patel	900 Sycamore Ln, Woodstock GA	13	Anand

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

	Full Name	Address
Parents:	Ashokbhai Patel	Anand, Gujarat, India
	Induben Patel	Anand, Gujarat, India
Siblings:	Pratik Patel	Melbourne, Australia
In-Laws:	Shashikant Patel	900 Sycamore Ln, Apt 107, Woodstock, GA 30188
	Meenaben Patel	900 Sycamore Ln, Apt 107, Woodstock, GA 30188

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

None

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

None

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

M/YR	to	M/YR	School	Address	City	State	Degree
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
3 years - Bachelor of Commerce				In India			



Business License
2829 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8214
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: Monalibahen Patel
Social Security #: [REDACTED]
Residence Address: 900 Sycamore Ln Apt 107
City/State/Zip: Woodstock, GA 30188
Residence Phone: [REDACTED]

Date of Birth: [REDACTED]/1985
Name of Spouse: Samirkumar Patel
Business/Organization: Dasatvam LLC
Business Phone: 470-979-0356
Partner/Officer in any other business? ☐ Yes ☒ No

Assets

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

Total Assets

Liabilities

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

Total Liabilities & Net Worth

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

Salary [REDACTED]
Dividends [REDACTED]

Unsatisfied judgments or lawsuits pending?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

Have you ever been declared bankrupt?

☐ Yes ☒ No

Do you have a will?

☐ Yes ☒ No

Who is named as your executor?

Beneficiary: _____

Executor: _____

As of 8/25 2025

Privacy Act Statement

This privacy act statement is located on the back of the (blue) FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principle Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

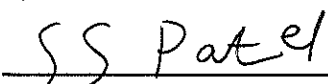
Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 02/04/2021

Applicant Notification and Record Challenge:

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

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


Signature

Samirkumar Patel
Print Name

08/25/2025
Date

Privacy Act Statement

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Principle Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

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M.S. Patel
Signature

Monalibahen Patel
Print Name

8/26/2025
Date

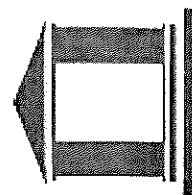
Training Institute for Responsible Vendors, Inc.

certifies that

Monalibahen S. Patel

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

In witness thereof the undersigned have affixed their names
this 21st day of August, 2025



Seal

A handwritten signature in cursive script, appearing to read "Monalibahen S. Patel".

President

UNITED STATES OF AMERICA
PERMANENT RESIDENT



2014
25 AUG 2014

Given Name
SAMIRKUMAR SHASHIK

Category
F41

Country of Birth
India

Date of Birth
1979

Sex
M

Card Expires: **08/24/32**

Resident Since: **08/24/22**



UNITED STATES OF AMERICA
PERMANENT RESIDENT

PATEL MONALIBAHEN SAMIRK

Surname
PATEL

Given Name
MONALIBAHEN SAMIRK

USCIS# [REDACTED] Category
F42

Country of Birth
India

Date of Birth [REDACTED] Sex
F

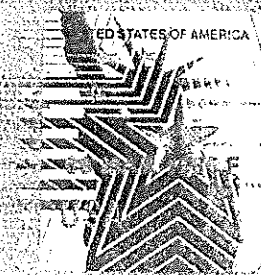
Card Expires: **08/24/32**

Resident Since: **08/24/22**



FORM I-551
Rev (02-2016)

65832857



121

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

C1USA0680225191I0E0375732786<<
8503068F3208243IND<<<<<<<<<<<<<4
PATEL<<MONALIBAHEN<SAMIRKUMAR<

GEORGIA
DRIVER'S LICENSE

LIMITED-TERM
DRIVER'S LICENSE

DL

USA
GA

Governor: *B. Perdue*

4d DL NO. [REDACTED] 3 DOB [REDACTED] 1985

9 CLASS C

4b EXP 02/16/2029

2 MONALIBAHEN SAMIRKUMAR
1 PATEL

8 900 SYCAMORE LN APT 107
WOODSTOCK, GA 30188-7339
CHEROKEE

12 REST A

9a END NONE

4a ISS 02/16/2024

15 SEX F

18 EYES BLK

16 HGT 5'-01"

17 WGT 130 lb

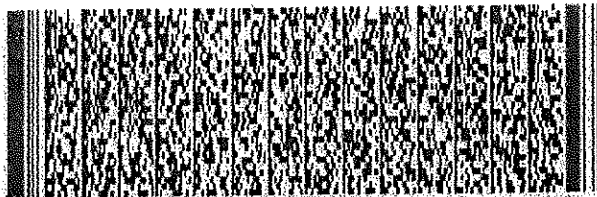
Commissioner: *Spencer L. Moore*



M. S. Patel

5 [REDACTED]

10008812958



01/02/2019

www.dds.georgia.gov



MEDICAL INFORMATION: NONE

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

ENDORSEMENTS: NONE

RESTRICTIONS: A-None

DOB: [REDACTED] 1985

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 07/21/2025 15:48:33

BUSINESS INFORMATION

BUSINESS NAME : Dasatvam LLC
CONTROL NUMBER : 25139618
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2025

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 900 Sycamore Lane, Apt # 107, Woodstock, GA, 30188, USA
REGISTERED AGENT NAME : Tallina Patel
REGISTERED OFFICE ADDRESS : 367 Roseglen Dr, Marietta, GA, 30066, USA
REGISTERED OFFICE COUNTY : Cobb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 2600 Cobb Pkwy NW, Kennesaw, GA, 30152, USA
REGISTERED AGENT NAME : Tallina Patel
REGISTERED OFFICE ADDRESS : 367 Roseglen Dr, Marietta, GA, 30066, USA
REGISTERED OFFICE COUNTY : Cobb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Monalibahen Patel
AUTHORIZER TITLE : Organizer

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

Dasatvam LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/03/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **07/18/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 7/3/2025 9:16:20 PM

BUSINESS INFORMATION

CONTROL NUMBER	25139618
BUSINESS NAME	Dasatvam LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	07/03/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	900 Sycamore Lane, Apt # 107, Woodstock, GA, 30188, USA
---------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Tallina Patel	367 Roseglen Dr, Marietta, GA, 30066, USA	Cobb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Monalibahen S Patel	ORGANIZER	900 Sycamore Lane, Apt # 107, Woodstock, GA, 30188, USA

OPTIONAL PROVISIONS

N/A

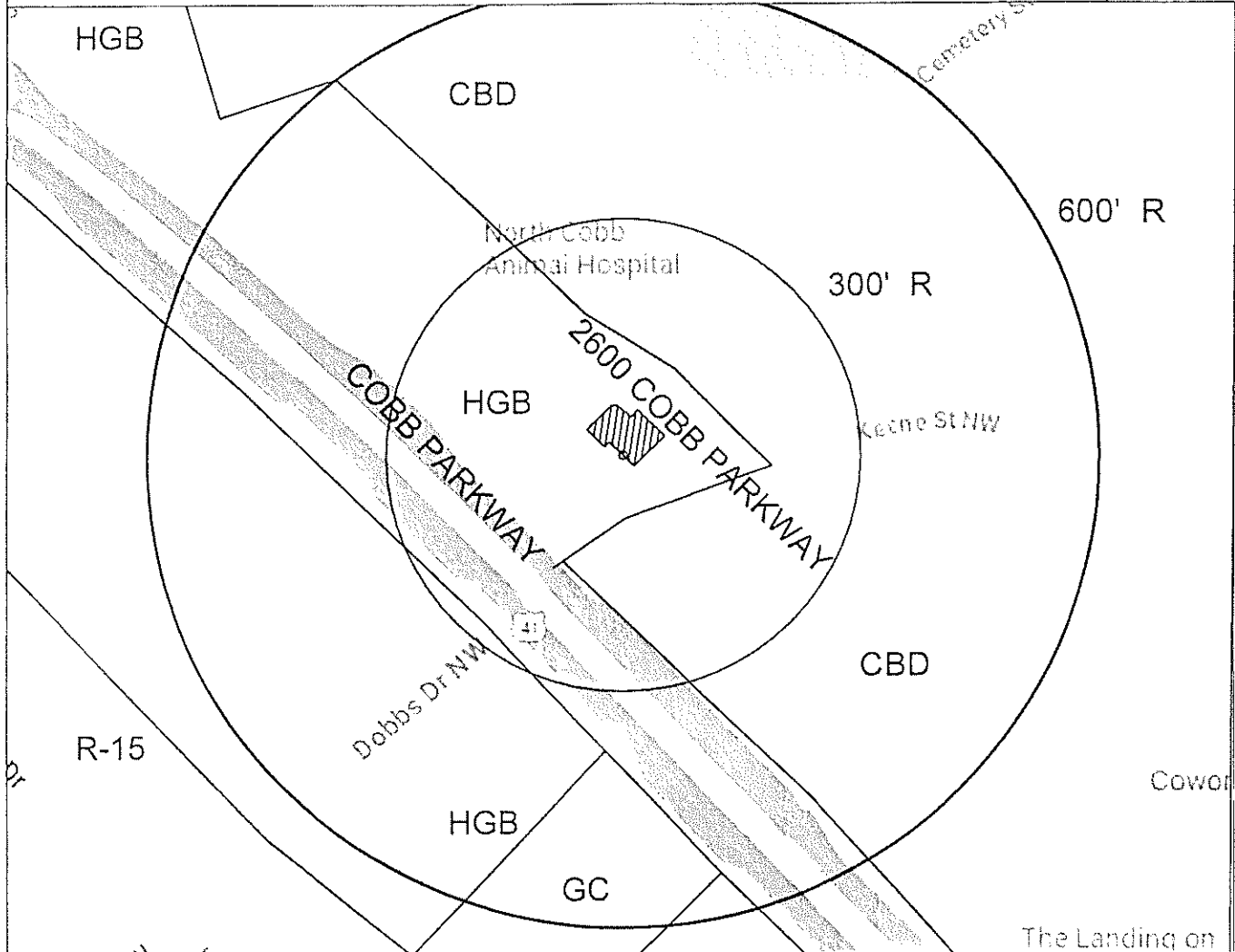
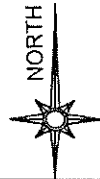
AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Monalibahen Patel
AUTHORIZER TITLE	Organizer

ATLANTA ENGINEERING SERVICES, INC. HAS NOT
PERFORMED A BOUNDARY LINE SURVEY AS PER
THE GEORGIA PLAT ACT O.C.G.A. 15-6-57.

ATLANTA ENGINEERING SERVICES

918 HOLCOMB BRIDGE ROAD, SUITE 201
ROSWELL, GEORGIA 30076
PHONE: 770-316-1720



Distance Measurements

Residence: 2600 Dobbs Dr, Kennesaw - 625'
Church: Sardis Baptist Church, 2741 S Main St, Kennesaw - 1907'
School Grounds: Princeton School, 2721 N Main, Kennesaw - 1062'
College: Kennesaw State, 370 Paulding Ave, Kennesaw - 2.19 Miles
Public Park: Kennesaw Park, 2753 Watts Dr, Kennesaw - 1348'
Hospital: Northside, 1000 Chastain Rd, Kennesaw, 2.43 Miles

Package Store: Bottle Shop, 2774 Cobb Pkwy, Kennesaw - 790 Yards
Day Care: Primrose, 3054 N Main St, Kennesaw - 4154'
Public Building: City Hall, 2529 Stephenson Ave, Kennesaw - 1542'
Alcohol Treatment Ct: N GA Recovery, 1690 Roberts - Kennesaw, 1.51 Miles

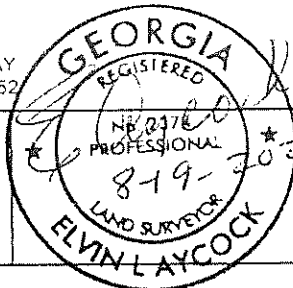
OWNER.

ALCOHOLIC LICENSE SURVEY FOR:
MONALIBAHEN PATEL
2600 COBB PARKWAY
KENNESAW, GA 30152

Business name: KINGS LIQUOR

Site Address: 2600 COBB PARKWAY
KENNESAW, GA 30152

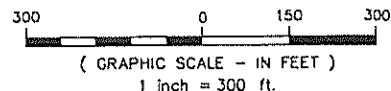
COBB COUNTY
STATE OF GEORGIA
JOB. NO. 2025-3672
DWN. BY: ELA
DATE: 08-19-2025

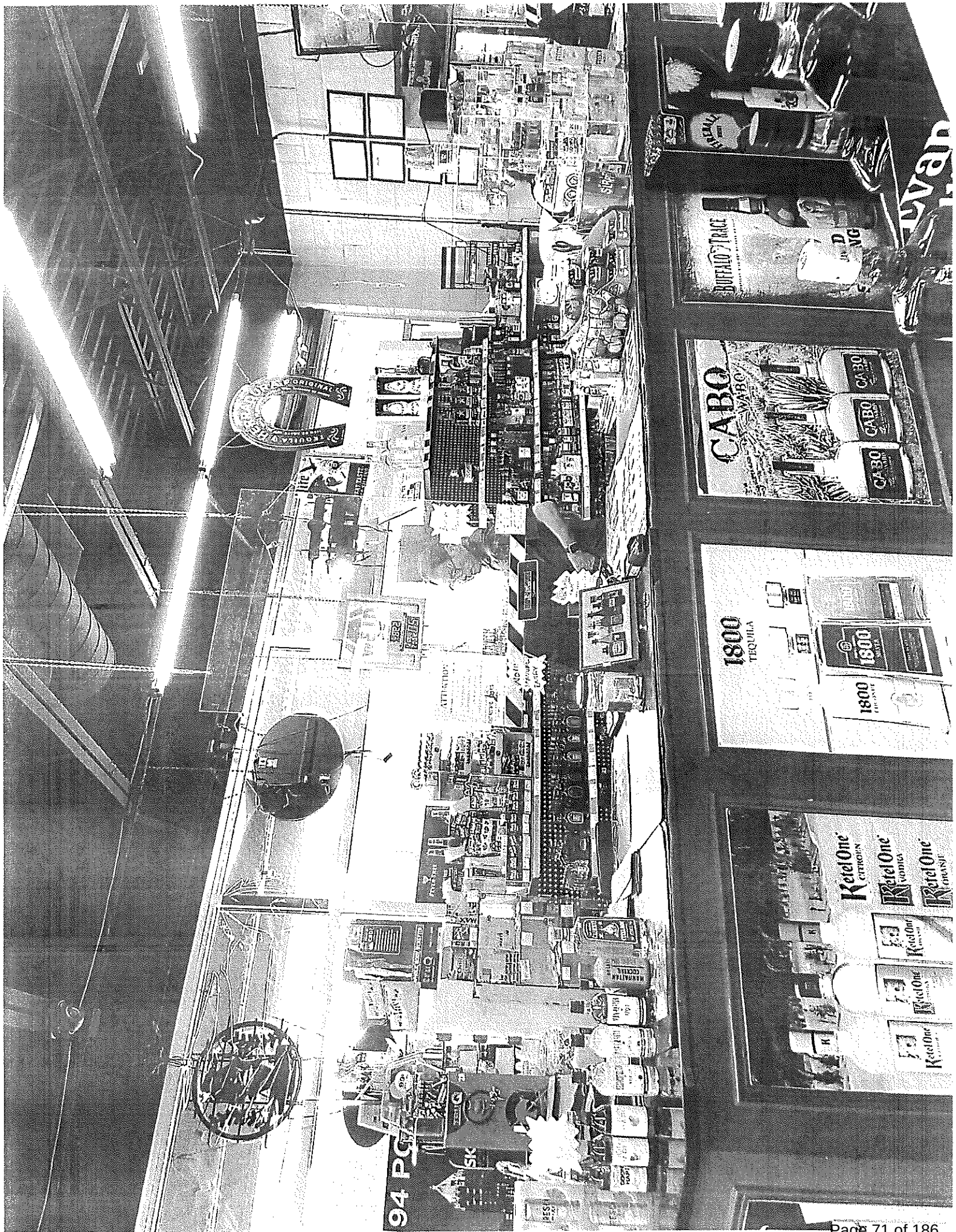


NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY ATLANTA ENGINEERING SERVICES
INC. OR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO
USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER
PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY

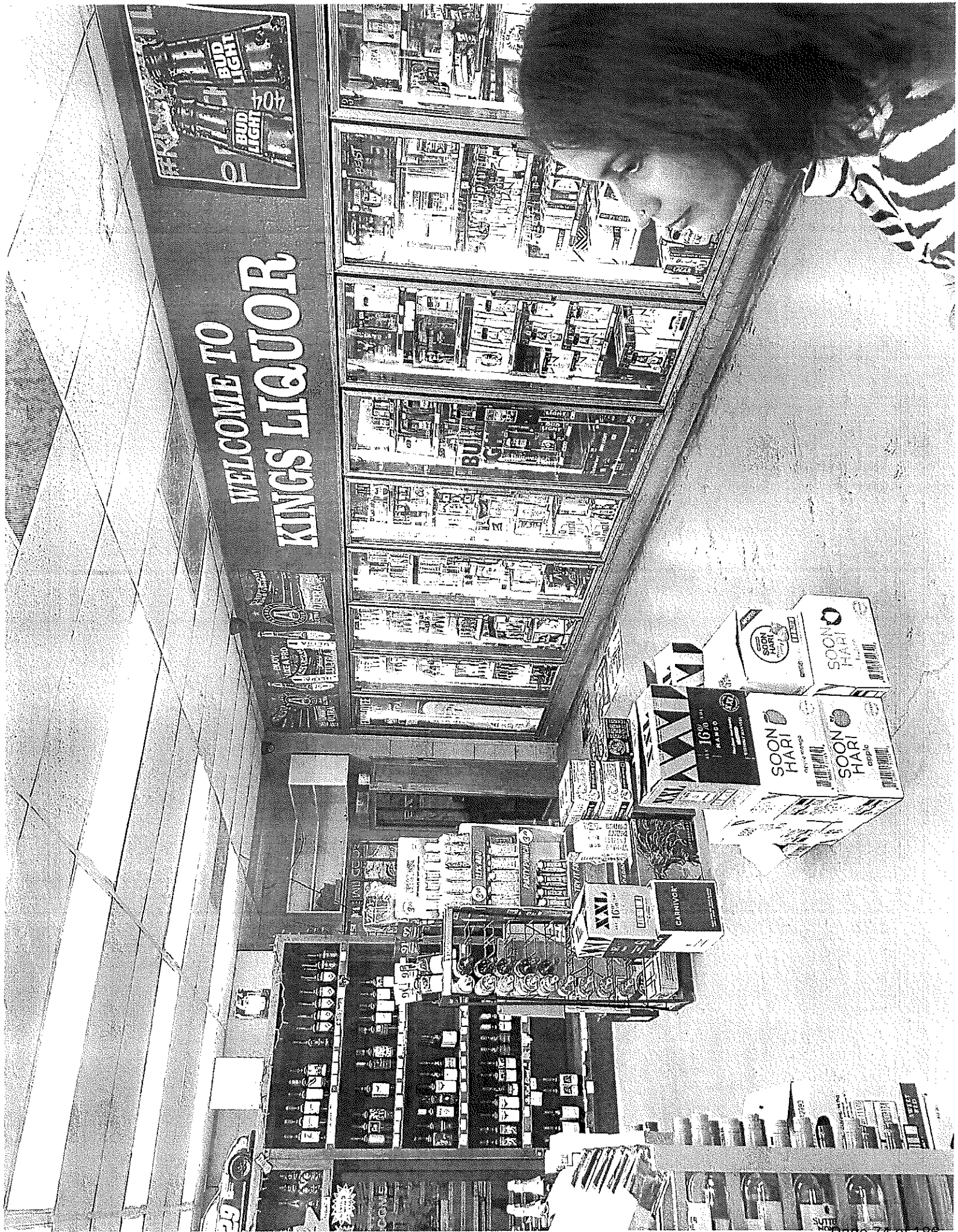
GENERAL NOTES:

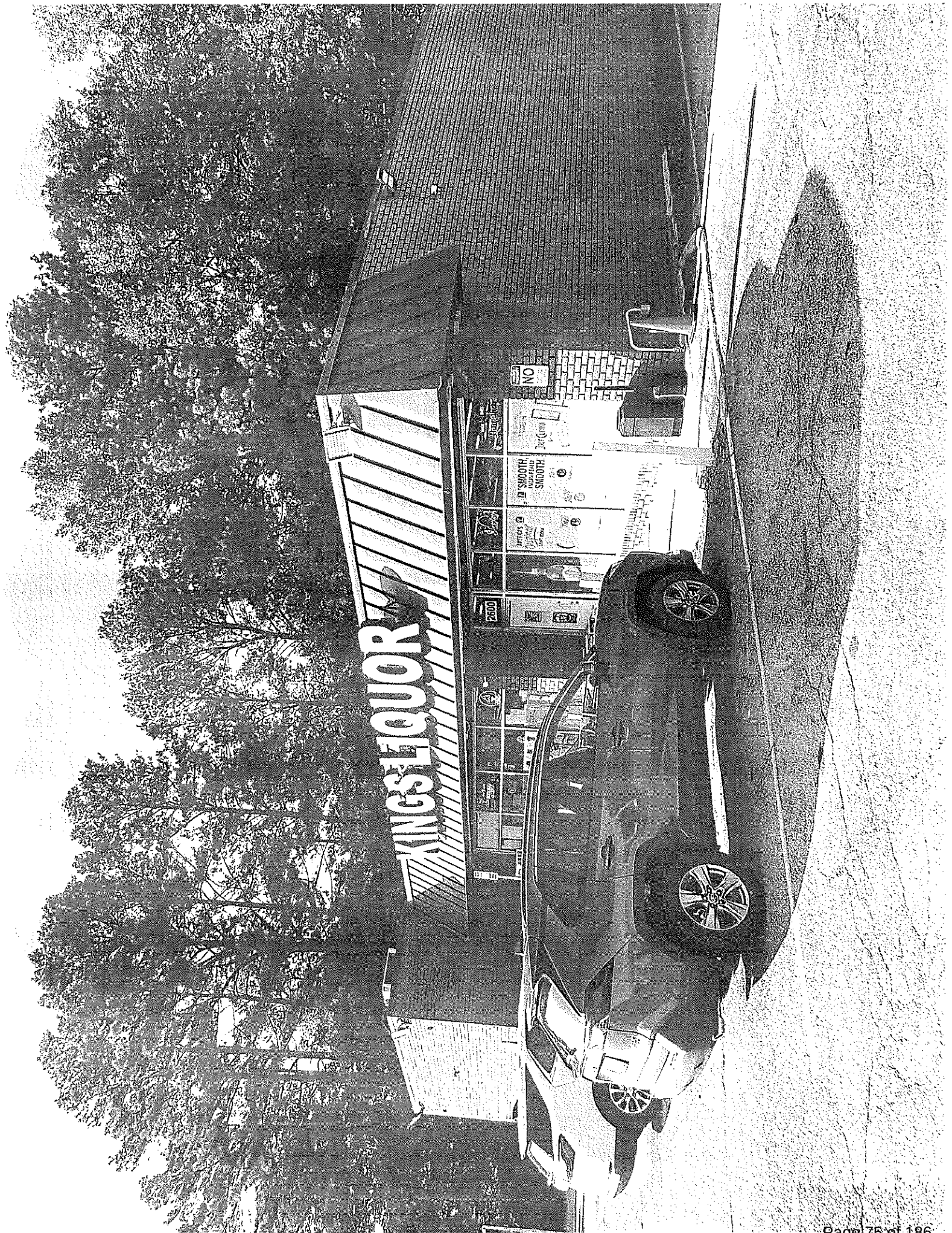
1. THIS MAP IS A SPECIAL PURPOSE MAP INTENDED FOR SOLE USE OF THE OWNER FOR AN ALCOHOLIC LICENSE.
2. ALL MATTERS OF TITLE ARE EXCEPTED.
3. THIS PLAT IS NOT FOR RECORDING.
4. EQUIPMENT USED FOR MEASUREMENTS: SURVEY MEASURING WHEEL AND GOOGLE EARTH. COBB COUNTY GIS MAPS USED.
5. DISTANCES MEASURED BY STRAIGHT LINE.











CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made as of the 18 day of June 2025, by and between **MONALIBAHEN SAMIRKUMAR PATEL**, a Georgia resident ("Purchaser") and **BWJ GROUP LLC, JSK GROUP LLC**, a Georgia limited liability company ("Seller").

WITNESSETH:

WHEREAS, Seller is the owner of the fee simple title in the land and all building and improvements located thereon, located at 2600 Cobb Pkwy NW, Kennesaw, GA 30152, as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, Seller is engaged in the business of operating a liquor store, currently known as "Kings Liquor" located at the Property (the "Business"); and

WHEREAS, Seller desires to sell the Property, the Business and Inventory (defined below) to Purchaser and Purchaser desires to purchase the Property, the Business, and Inventory from Seller at the price and upon the terms and conditions herein set forth;

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sale of Property and Business. The above recitals constitute a material part of this Contract and are hereby incorporated herein by this reference as if set forth in detail at length herein. Based upon and subject to the terms, agreements, warranties, representations and conditions of this Contract, Seller agrees to sell and convey fee simple title to the Property, the Business, and Inventory to Purchaser and Purchaser agrees to purchase the Property, the Business, and Inventory from Seller on the Closing Date (defined below).

2. The Property; the Business; Inventory.

(a) The Property. This sale includes, and the term "Property" includes, all right, title and interest, if any, of Seller, in and to (i) any land lying in the bed of any street, road or avenue, opened or proposed in front of or adjoining the Property, to the center line thereof, and any award to be made in lieu thereof and in and to any unpaid award for damage to the land and the building or other improvements on the land by reasons of change of grade of any street occurring after the date of execution and delivery of this Contract, (ii) any and all strips and gores adjacent to or abutting the Property, (iii) any and all easements, rights of way, development rights, air rights and other rights pertaining to the Property and all appurtenances thereto, (iv) all fixtures, equipment and other items of personal property attached to or contained in and utilized in the operation of the Property, and (v) any licenses, permits, certificates and other authorizations issued by a governmental authority, body or agency required or used in or relating to the ownership, use, maintenance, occupancy or operation of any part of the Property.

(b) The Business. The "Business" means collectively, without limitation, the following assets of, or related to, the Business:

(i) (A) all equipment, furniture, furnishings, trade fixtures, personalty, and tangible assets located at the Business and owned by Seller, (B) cash registers, software programs, information systems, procedures and functions and all rights under licenses relating to the use thereof, (C) security systems if any, (D) warranties and guaranties related to all equipment if any and if transferable; (E) all signage and improvements located at the Business; and (F) good will including the trade name of "Kings Liquor".

(ii) to the extent assignable, all of Seller's right, title, and interest in and to, together with all originals of, all required permits, franchises and licenses including, without limitation, all zoning, use, and occupancy permits for the Business, architectural plans and specifications, applications for zoning variances, governmental and quasi-governmental filings, and approvals together with originals thereof as they relate to the Business if available.

(iii) telephone numbers for the Business, if transferable.

(c) Inventory. "Inventory" means any existing inventory of the Business.

(d) Non-Assumption of Excluded Liabilities. Notwithstanding any other provision hereof, except as expressly set forth herein, Purchaser shall not assume, whether as a transferee or successor, by contract or otherwise, and Seller shall remain liable for, any and all liabilities, obligations or encumbrances of Seller, whatsoever, including but not limited to Federal, State and local business, use, occupancy, real estate, income, sales, and/or gross receipts taxes or other governmental fees or obligations, accrued or assessed prior to Closing (collectively, "Excluded Liabilities").

3. The Purchase Price. The purchase price shall be [REDACTED] (the "Purchase Price"), plus inventory. Inventory shall be counted and valued by a 3rd party inventory evaluator on the closing date. Inventory shall be valued and calculated based on retail values less a gross margin percentage equal to [REDACTED]. The estimated value of the inventory is [REDACTED].

(a) Allocation of the Purchase Price. Purchase Price shall be allocated as follows:

- Real Property [REDACTED]
- Goodwill, Furniture, Fixture & Equipment [REDACTED] and
- Inventory [REDACTED]

(b) Deposit. Upon the execution of this Contract, Purchaser shall make a deposit in the amount of [REDACTED] (the "Deposit") by check. The Deposit shall be held by Kim, Goldberg & Im, LLC (the "Escrow Agent") in a non-interest-bearing account. The Deposit shall be applied 100% to the Purchase Price at Closing (as hereinafter defined) unless Purchaser is entitled to the return of the Deposit pursuant to an express provision hereof.

(c) Cash Balance at Closing. At Closing, Purchaser shall pay the balance of the Purchase Price, subject to closing adjustments, pro-rations and credits as provided for herein, by certified or cashier's check or wire transfer payable to Closing Agent (defined below) for the benefit of Seller.

(d) Sales Tax. Seller shall be responsible for, and shall pay at Closing, all transfer taxes, if any, which may be due by reason of the sale by Seller to Purchaser of the Property, Business, and Inventory pursuant to this Contract.

4. Conditions Precedent. The sale of the Property, Business and Inventory is subject to and conditioned upon the satisfaction of the following conditions, all of which conditions must be satisfied as conditions precedent to Purchaser's obligations hereunder to consummate the Closing. In the event said conditions are not so satisfied, Purchaser is entitled, at its election, to terminate this Contract and to the return of the Deposit and this Contract shall be null and void, except for any obligations or liabilities that expressly survive the termination of this Contract (the "Surviving Obligations"):

- (i) All obligations and covenants of Seller under this Contract and all of the Closing documents required to be delivered pursuant to Section 26(a) have been satisfied and delivered in accordance therewith.
- (ii) The Property shall be conveyed subject to the lien of real estate taxes not yet due or payable, provided all such taxes due and payable have been paid.
- (iii) Seller shall deliver fee simple title to the Property and sole and good title to the Business and Inventory, with the Property, the Business and the Inventory delivered in "broom clean" condition, with the Property in substantially the same physical condition as existing upon the expiration of the Due Diligence Period, reasonable wear and tear excepted, and with the Business and Inventory in good working condition at Closing, and the Property, the Business and the Inventory free and clear of all mortgages, leases, liens, judgments, security interests, chattel mortgages, assignments of equity and assignments of income, as applicable.
- (iv) Seller shall not be party to any pending action, suit, condemnation or eminent domain proceeding, or other litigation or proceeding, with respect to the Property or the Business, as applicable.
- (v) Seller shall not have received any notice of a pending condemnation or eminent domain proceeding relating to the Property.
- (vi) To the best of Seller's knowledge, the Property complies with all legal requirements as of the date of Closing, and the Property is free and clear of all Hazardous Materials as of the date of Closing. "Hazardous Materials" mean (A) petroleum, petroleum products and by-products, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, electronic, medical or infectious wastes, polychlorinated biphenyls, radon gas, radioactive substances, chlorofluorocarbons and all other ozone-depleting substances and (B) any other chemical, material, substance, waste, pollutant or contaminant that could result in

liability under, or that is prohibited, limited or regulated by or pursuant to, any Environmental Law.

- (vii) The Property shall be conveyed subject to all covenants, restrictions, easements and agreements of record provided that none of same (A) render title unmarketable, (B) materially interfere with or prohibit access to or the maintenance of the existing structures on the Property, (C) are liens, judgments, mortgages or other security instruments or any leases or other possessory rights, options or conveyances of other rights to the Property or any part thereof, (D) covenants, restrictions, easements and agreements have been violated, (E) require that material payments be made by the owner of the Property to any third party or create any other material obligation or liability on the owner of the Property, and (F) have been objected to by Purchaser in accordance with Section 7(c) herein, unless such objection is subsequently waived by Purchaser in writing; provided that nothing shall be construed as limiting Purchaser's right to review the state of title to the Property pursuant to the provisions hercof.
- (viii) The Property shall be zoned for Purchaser's intended use as a retail establishment and Purchaser shall have obtained all necessary governmental permits, licenses, and approvals.
- (ix) The Property shall be free of all violations.
- (x) No petition under any bankruptcy or insolvency law, whether state or federal, shall have been filed by or against the Seller.
- (xi) All contracts including, without limitation, all service agreements, maintenance agreements, supply agreements, management agreements, employee agreements or contracts, equipment contracts, leasing agreements and any other similar contracts and agreements affecting the Property, the Business, the Inventory and/or Seller (collectively, "Existing Contracts") have been terminated on or prior to Closing.
- (xii) The representations and warranties of Seller contained herein are true and correct in all respects on the date hereof and on the date of Closing.
- (xiii) Seller shall have repaid all outstanding indebtedness for borrowed money secured by liens, security interests, financing statements, mortgages, deeds to secure debt or similar security instruments on the Business and/or the Property and shall deliver full releases of record and termination statements thereof.

At Purchaser's option, any or all of the foregoing conditions precedent may be waived.

5. Due Diligence Period. For a period of forty five (45) days from the date of the full execution of this Contract ("Due Diligence Period"), Purchaser has the right to perform or cause to have performed a physical, mechanical and environmental inspection and investigation of the Property, including but not limited to, soil and groundwater tests, surveys, environmental analysis, engineering inspections, and title examination, and to have access to all of Seller's

assets, properties to investigate and examine the Business and any such other due diligence as Purchaser deems necessary. If Purchaser finds such inspections and investigations to be unsatisfactory, for any reason whatsoever, as Purchaser shall determine in its sole and absolute discretion, Purchaser has the right upon written notice to Seller to terminate this Contract at any time prior to the expiration of the Due Diligence Period. Upon such written notice to Seller to terminate this Contract, the Contract shall be null and void, the Deposit shall be refunded to Purchaser, and the parties hereto shall be relieved of all further obligations and liability under this Contract, except for any Surviving Obligations. Due Diligence Period shall not be extended unless both Seller and Purchaser mutually agree. Seller shall provide Purchaser within five (5) days from the execution of this Contract with a copy of past 3 years of federal and state tax returns and/or financial statements, inventory purchasing invoices for the last 2 years, register Z record of the last 12 months, property tax bills, insurance bills, and inventory order records. Within five (5) days from the execution of this Contract, Seller shall also provide Purchaser with a copy of existing survey, owner's title policy, environmental assessment report, insurance bills, and property tax bills in its possession.

6. Deed. At Closing, Seller shall convey title to the Property to Purchaser by general or limited warranty deed, with Seller warranting title against Seller's acts, in usual and customary form (the "Deed").

7. Title Review and Insurance:

(a) Title Review. It is understood and agreed by and between Seller and Purchaser that Purchaser's obligations hereunder are conditioned upon Purchaser reviewing the title to the Property and the Business. In the event Purchaser wishes to raise any objections to the title to the Property, Purchaser shall follow the procedures as set forth in Section 7(c) below.

(b) Title to the Property shall be insurable at Closing by a reputable title insurance company, selected by Purchaser, licensed in the State of Georgia (the "Title Company"), by issuance of an ALTA owner's title insurance policy, insuring the fee simple title to the Property at its ordinary rates and without special premiums, and in the standard form issued by the Title Company in Georgia, without exception or reservations of any kind, including, without limitation, the standard pre-printed exceptions to the title policy, except for any encumbrances permitted under this Contract, not objected to by Purchaser or otherwise approved by Purchaser.

(c) Title Commitments and Insurance. In the event the Property is conveyed by Seller to Purchaser as called for in this Contract, Purchaser agrees to pay upon Closing all costs for said Title Insurance Commitment and any updates or revisions thereof and all premiums charged by Title Company for an owner's ALTA extended coverage title insurance policy for the Property in the amount of the Purchase Price, together with all charges for the preparation of said Survey or update or revision thereof. Upon receipt of the Title Insurance Commitment and Survey, and any updates and revisions thereof, respectively, Purchaser shall furnish copies of the same to Seller. Within fifteen (15) days after the later of the date of receipt of the Title Insurance Commitment or the date of receipt of the Survey, Purchaser shall notify Seller or its counsel and shall deliver to Seller or its counsel a written statement of objections as to the marketability of title matters as reflected in the Title Insurance Commitment and Survey, respectively. In the event Purchaser does not furnish Seller or its counsel with such a written statement of objections

within said fifteen (15) day period, Purchaser shall be deemed to have waived any and all objections to said Title Insurance Commitment and Survey, respectively. If Purchaser advises as to any objections as to the marketability of title as reflected in said Title Insurance Commitment and Survey, respectively, then Seller has the right, at its option, to cure said objections or the right not to cure said objections, provided, however, that Seller shall be obligated to obtain and deliver to Purchaser at or before the Closing all documentation extinguishing of record all leases, mortgages, deeds to secure debt or deeds of trust, and all liens and encumbrances that can be removed by payment of a liquidated amount or by posting a bond, as well as any encumbrance arising after the effective date of the Title Insurance Commitment (and Seller shall pay all costs of recording associated therewith). Seller shall notify Purchaser or its counsel as to its election to cure or not said objections within seven (7) days after receipt of Purchaser's notice of objections. If Seller elects not to cure said objections, then Purchaser has the right to elect either to accept title or to terminate this Contract and to recover the Deposit. Purchaser shall notify Seller as to its election within seven (7) days of receipt of Seller's notice to Purchaser of its election not to cure said objections. If Purchaser fails to give Seller such notice of Purchaser's election to either accept title or terminate this Contract within the time specified, it shall be presumed conclusively that Purchaser has elected not to accept title to the Property subject to such objected items. If Purchaser terminates or is deemed to have terminated this Contract, neither Purchaser nor Seller shall have any further liability hereunder, except that Purchaser shall be entitled to the return of the Deposit and except for any Surviving Obligations. In the event Seller elects to cure any objections raised by Purchaser concerning said Title Insurance Commitment and Survey, Seller shall have a reasonable period of time within which to cure such objections (but not to exceed thirty (30) days after the expiration of the Due Diligence Period) including any period of time up to the Closing Date. After Purchaser has approved the state of title as set forth in this Section 7(c), Purchaser has no right to object to the state of title to the Property, except as to any encumbrances on title caused by Seller between said time and the Closing Date or as to any matter not listed and described on the Title Insurance Commitment as of the effective date of the Title Insurance Commitment and the Survey; it being understood that Purchaser may raise as an objection any of such items within five (5) business days upon receipt of notice thereof, and Seller shall be entitled to a reasonable period of time within which to cure such objections, including any period of time up to the Closing Date, but in no event shall such extension exceed thirty (30) days from the expiration of the Due Diligence Period; Purchaser shall continue to have all rights and remedies as set forth above if Seller elects not to or cannot cure such objections.

- (i) Seller shall comply with the requirements of all laws concerning conveyance of the Property and the Business by the Seller, or any predecessor of Seller, and in addition, proof of qualification of Seller to do business in the state where the Property is located, proof of payment of franchise or other similar taxes of Seller and submission of corporate, partnership or other applicable entity, resolutions of Seller (as the case may be) or other evidence of authority of Seller authorizing the sale of the Property and Business, together with evidence of authority for the officers, partners or members of Seller (as the case may be) to execute any and all documentation required to complete the transactions contemplated by this Contract.

8. Representations and Warranties.

(a) Seller represents and warrants to Purchaser as of the date hereof, which such representations and warranties shall be remade as of the Closing Date, that the following are true, correct, and complete and not misleading in any material respect as of such date:

(i) Seller has all requisite power to own and convey the Property and the Business, and has all necessary power and authority to enter into and carry out this Contract according to its terms. Seller is a Georgia limited liability company, and has full power and authority to conduct its businesses as presently conducted. Seller has not sold, conveyed, transferred, given, ground leased, pledged, mortgaged, or otherwise disposed of, encumbered, or granted in any manner all or any portion of the Property, the Business and/or the Inventory, as applicable; Seller owns the Property in fee simple and owns sole and good title to the Business and the Inventory.

(ii) This Contract has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.

(iii) No permit, approval, or authorization of, or designation, declaration or filing with any Governmental Authority or any other person or entity on the part of Seller or otherwise is required in connection with the execution or delivery by Seller of this Contract or the consummation of the transactions contemplated hereby.

(iv) To the best of Seller's knowledge there exist no outstanding violations of legal requirements governing the use and occupancy of the Property and/or the Business, or the storage, treatment, transportation, generation, or disposal of Hazardous Materials with respect to the Property or with respect to any underground storage tank presently or previously located at the Property. To the best of Seller's knowledge, there are no Hazardous Materials located at or under the Property. There is no suit, action, litigation, administrative hearing, arbitration, labor controversy or negotiation or other proceeding or government inquiry or investigation known to Seller, affecting Seller, Property, and/or Business (including, without limitation, environmental, condemnation or land use proceedings) pending, or to the best of Seller's knowledge, threatened, against Seller, the Property, the Business and/or the Inventory. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has obtained all approvals, permits and authorizations from all governmental authorities necessary for the lawful construction, use and operation of the Property, the Business, and the Inventory.

(v) There are no Existing Contracts affecting the Property that will be binding upon Purchaser on or after the Closing; there are no Existing Contracts that are not terminable at will or with no more than thirty (30) days prior notice by Seller.

(vi) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and upon consummation of the transaction contemplated hereby, Purchaser will not be required to withhold from the Purchase Price any withholding tax.

(vii) All bills for work performed and materials furnished with respect to the Property have been paid in full or shall be paid in full at or prior to the Closing. Seller shall indemnify and save Purchaser harmless from any cost, damage, or liability, including attorney's fees, from Seller's failure to pay all such bills at or prior Closing. This provision shall survive the Closing.

(viii) There are no purchase options, right of first refusal or right of first offer for the sale or lease of all or any portion of the Business or the Property. There is no third party that has any rights to or a claim of right to the Business, or to the Property, through any contract of sale or other agreement, and there is no contract of sale or any other agreement for the purchase and sale of the Business or the Property, that is executory and binding upon Seller, or against the Business or the Property, on the date hereof.

(ix) No representation or warranty or exhibit or schedule contained in this Contract by or on behalf of Seller, nor any statement or certificate furnished pursuant to this Contract or in connection herewith, contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein not misleading.

(x) Except in connection with this Contract, there are no outstanding brokerage commissions or fees payable with respect to the Property.

(xi) That all mechanical, structural, heating, air conditioning, electrical, gas, utility, plumbing systems to the interior walls of improvements on the Property, together with all equipment and elements servicing and/or within improvements on the Property are in good working order and condition sufficient for the use and operation of the business, and all structural elements are sound.

(xii) Seller has timely filed all tax returns and reports required to be filed by it, including all federal, state, local and foreign tax returns. Seller has paid in full or made adequate provision by the establishment of reserves for all taxes and other charges which have become due. To the best of Seller's knowledge, there is no tax deficiency proposed or threatened against Seller. There are no tax liens upon any property or assets of Seller. Seller has made all payments of estimated taxes when due in amounts sufficient to avoid the imposition of any penalty.

(xiii) All taxes and other assessments and levies which Seller was required by law to withhold or to collect have been duly withheld and collected and have been paid over to the proper governmental entity or are being held by Seller in separate bank accounts for such payment. There are no outstanding agreements or waivers extending the statute of limitations applicable to any federal, state, or local income, sales/use, or similar tax returns of Seller for any period.

(xiv) Seller possesses all licenses and required governmental or official approvals, permits or authorizations (collectively, the "Permits") to operate a liquor store business at the Property. All such Permits are valid and in full force and effect, Seller is

in compliance with their requirements, and no proceeding is pending or, to the best of Seller's knowledge, threatened to revoke or amend any of them.

(xv) The Business Assets and the Inventory constitute, in the aggregate, all of the property necessary for the conduct of the business of Seller in the manner in which and to the extent to which it is currently being conducted.

(xvi) Seller has not received any notification from any insurer, agent or broker denying or disputing any claim made by Seller or denying or disputing any coverage for any such claim or the amount of any claim. Seller has no claim against any of its insurers under any of such policies pending or anticipated and there has been no occurrence of any kind, which would give rise to any such claim.

(xvii) There are no actions, suits, claims, governmental investigations, or arbitration proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller or any of the Business or any assumed liabilities, or which question the validity or enforceability of this Contract or any action contemplated hereby, and there is no basis for any of the foregoing. There are no outstanding orders, decrees or stipulations issued by any federal, state, local or foreign judicial or administrative authority in any proceeding to which Seller is or was a party or which affect the Business or any assumed liabilities.

(b) Purchaser represents and warrants to Seller as of the date hereof, which such representations and warranties shall be remade as of the Closing Date, that the following are true, correct, and complete and not misleading in any material respect as of such date:

(i) Purchaser has all necessary power and authority to enter into and carry out this Contract according to its terms. Purchaser is a Georgia resident, and has full power and authority to conduct its business as presently conducted.

(ii) This Contract has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Purchaser, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.

(iii) No permit, approval, or authorization of, or designation, declaration or filing with any Governmental Authority or any other person or entity on the part of Purchaser is required in connection with the execution or delivery by Purchaser of this Contract or the consummation of the transactions contemplated hereby.

(c) The representations and warranties contained in this Section 8 shall survive the Closing for a period of one (1) year following the Closing Date.

9. Destruction or Condemnation. If, prior to the date of Closing, (a) the Property is damaged or destroyed by fire or other casualty and such casualty would cost at least [REDACTED] to repair, or would not be fully covered by Seller's insurance (with no deductible or with only such deductible as Seller would agree to reimburse Purchaser for), or the repair of any improvement thereon would cause the Property to lose any zoning variance it may have, or if the

building would not be able to be rebuilt to the size and dimensions of the building as it existed immediately prior to such casualty, or (b) if either (i) all or any substantial portion of the Property, or (ii) if any portion of the building at the Property, or (iii) ingress and egress at the Property or (iv) sufficient parking reasonably and legally required to operate a retail business at the Property, shall, in any such instance, be condemned or taken by eminent domain by any Governmental Authority, then, in any such event, Purchaser has the option to cancel this Contract or conclude the transaction herein provided for. If Purchaser elects, pursuant to such option, to cancel this Contract, it shall do so by written notice to Seller within a period of not more than ten (10) days after its receipt of notice of the occurrence of any of the events set forth above. In such event, upon return of the Deposit, if any, to Purchaser, both parties shall be relieved and discharged of all further liability hereunder other than any Surviving Obligations. If, however, Purchaser does not so elect to cancel this Contract, or if there exists no option to terminate due to the nature and extent of the casualty, there shall be no reduction in the Purchase Price, and Purchaser shall be entitled, in the case of fire or other casualty, to receive all rights of Seller in and to all insurance proceeds, or, in the case of condemnation or taking by eminent domain, to receive all rights of Seller in and to the award for said Property or the portion thereof so taken, and Seller will execute and deliver to Purchaser, on the Closing hereunder, all proper instruments for the assignment and collection of such proceeds or award, and an appropriate adjustment to the Purchase Price reflecting the amount of any insurance deductible shall be made at Closing. Seller agrees to maintain casualty insurance covering the Property with the same coverage as exists as of the date of this Contract, and agrees to furnish a certificate of insurance to Purchaser evidencing the same. To Seller's knowledge, no condemnation proceedings relating to the Property are pending or threatened and the Property and/or Business have not been affected by any casualty which resulted in any damage or destruction to the Property that has not been fully repaired or restored.

10. Risk of Loss. The risk of any loss to the Business and all liability with respect to injury and damage occurring in connection therewith shall be the sole responsibility of Seller until the completion of the Closing. If any part of the Business is damaged by fire or other casualty prior to the completion of the Closing hereunder and such damage materially and adversely effects the operations of the Business, Seller shall so notify Purchaser, and Purchaser has the right and option (a) to terminate this Contract, without liability to any party hereto, other than the Surviving Obligations; or (b) to proceed with the Closing hereunder, in which event such casualty shall not constitute a breach by Seller of any representation, warranty or covenant in this Contract, and Purchaser shall be entitled to receive and retain the insurance proceeds arising from such casualty and receive a reduction in the Purchase Price equal to the amount of any related deductible.

11. Fixtures and Personal Property. All buildings, improvements and permanent fixtures attached to or used in connection with the Property, including the Business and Inventory, shall be free from all liens and encumbrances as of the Closing Date.

12. Prior Understandings and Contracts. It is understood and agreed that all understandings and agreements heretofore had between the parties, other than any confidentiality and/or non-competition provisions in the letter of intent or otherwise, are merged in this Contract, which alone fully and completely expresses their agreement and that the same is

entered into after full investigation, neither party relying upon any statement or representation not embodied in this Contract made by the other.

13. Date and Place of Closing. The closing of title to the Property and for the transfer and assignment of the Business and Inventory to Purchaser (the "Closing") shall occur simultaneously and shall take place on or before September 25, 2025 (the "Closing Date"), at the offices of Kim, Goldberg & Im, LLC, located at 3473 Satellite Boulevard, Suite 300 North, Duluth, Georgia 30096 (the "Closing Agent"). Purchaser and Seller may agree to schedule the Closing for another date or place as may be agreed to in writing by the parties.

14. Seller's Property Covenants. From and after the date hereof through and including the Closing Date, Seller shall, at Seller's sole cost and expense, (a) maintain the Property in its existing condition, (b) maintain and keep Seller's insurance in full force and effect, (c) cure all violations affecting the Property, and (d) pay all outstanding taxes, assessments, maintenance, and other charges related to the Property. From and after the date hereof through and including the Closing Date, Seller shall not (i) enter into any new lease or occupancy agreement, or consent to any sublease or assignment, (ii) further encumber the Property, (iii) enter into any agreement concerning the Property not cancelable on or prior to the Closing Date, and (iv) make structural alterations to the Property or any alteration to any HVAC, electrical, plumbing, sprinkler or other utility system serving the Property.

15. Seller's Business Covenants. From and after the date hereof through and including the Closing Date, Seller shall (i) keep the Business intact and shall not take or permit to be taken or do or suffer to be done anything other than in the ordinary course of its business as the same is presently being conducted; (ii) shall use its best efforts to maintain the Business in good condition; (iii) shall perform its obligations under any and all Existing Contracts and leases; (iv) shall maintain the goodwill and reputation associated with the Business, and (v) shall maintain and keep inventory enough to operate the Business for at least a week in normal circumstances.

16. Taxes and Tax Returns. Seller shall timely file all federal and state income tax and sales tax returns for taxable periods ending on or prior to the Closing Date and shall pay all taxes attributable to such periods. Such returns shall be prepared and filed in accordance with applicable law and in a manner consistent with past practices. Such obligation shall survive the Closing.

17. Notification. Seller shall give Purchaser prompt notice of (i) any event which would or would be likely to cause any representation or warranty to be untrue or inaccurate in any material respect and (ii) any failure to Seller to comply with any covenant, condition or agreement required to be complied with or satisfied by Seller hereunder. The delivery of any such notice shall not be deemed to modify the representations, warranties, covenants, conditions, or agreements of Seller hereunder.

18. Hiring of Seller's Employees. On or after the Closing, Purchaser shall be permitted to hire any such employee of Seller as determined in Purchaser's sole discretion. Seller shall use all reasonable efforts to cause such employees to make available their employment services to Purchaser.

19. Bulk Transfer Provision. Seller and Purchaser hereby waive compliance with the provisions of any applicable bulk transfer law; provided, however, that Seller agrees to: (i) pay and discharge when due or to contest or litigate all claims of creditors which are asserted against Purchaser or the Business by reason of such noncompliance; (ii) indemnify, defend and hold harmless Purchaser from and against any and all such claims in the manner provided in Section 20 and (iii) take promptly all necessary action to remove any liens and encumbrances which are placed on the Business by reason of such noncompliance. The provisions of this Section 19 shall survive the Closing.

20. Indemnification. (a) Seller covenants and agrees to indemnify, defend, protect and hold harmless Purchaser and its officers, directors, employees, owners, managers, assigns, successors and affiliates (individually, a "Purchaser Party" and collectively, the "Purchaser Parties") from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, administrative proceedings (including informal proceedings), investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, excise taxes, interest (including interest from the date of such damages) and costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements of every kind, nature and description) (collectively, "Damages") suffered, sustained, incurred or paid by the Purchaser Parties, in any action, proceeding or controversy between the Seller Parties (as defined below) and Purchaser or between the Purchaser Parties and a third party, in connection with, resulting from or arising out of, directly or indirectly: (i) any misrepresentation, breach of warranty or breach or non-fulfillment of any agreement of Seller contained in this Contract or other instrument or document furnished or to be furnished by Seller, including without limitation, any documents furnished at Closing; (ii) any liability retained by Seller, including the Excluded Liabilities; (iii) any litigation involving Seller or the Business; (iv) the bulk transfer or bulk sale provisions of any applicable law; (v) any and all liabilities under the environmental laws arising out of incidents that occurred after the Due Diligence Period expires but prior to the Closing Date; (vi) any claim relating to any taxes accrued on or prior to the Closing Date; and (vii) the business, operations or assets of Seller on or before the Closing Date or the actions of Seller's directors, officers, owners, employees or agents before the Closing Date.

(b) Purchaser covenants and agrees to indemnify, defend, protect and hold harmless Seller, its officers, directors, employees, members, assigns, successors and affiliates and its respective assigns and successors (individually a "Seller Party" and collectively, the "Seller Parties") from, against and in respect of all Damages (including reasonable attorneys' fees) suffered, sustained, incurred or paid by the Seller Parties, in any action, proceeding or controversy between the Purchaser Parties and the Seller Parties or between the Seller Parties and a third party in connection with, resulting from or arising out of, directly or indirectly: (i) any misrepresentation or breach of warranty of Purchaser contained in this Contract; and (ii) the business, operations, or assets of Purchaser following the Closing Date or the actions of Purchaser's directors, officers, members, employees, or agents following the Closing Date.

21. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

22. Purchaser's and Seller's Default. IF PURCHASER DEFAULTS FOR ANY REASON WHATSOEVER UNDER THIS CONTRACT, THEN IN SUCH EVENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURCHASER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY PURCHASER, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. PURCHASER AND SELLER IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY PURCHASER HAVE AGREED BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES. IN THE EVENT OF AND FOR SUCH DEFAULT BY PURCHASER, SELLER SHALL RETAIN THE DEPOSIT AS SELLER'S SOLE REMEDY THEREFOR.

If Seller defaults for any reason whatsoever under this Contract, then, in such event Purchaser shall be entitled to, in addition to any other right or remedy set forth in this Contract, (a) receive the return of the Deposit, which return shall operate to terminate this Contract; or (b) such remedies as Purchaser is entitled to at law or in equity, including, but not limited to, specific performance of Seller's obligation to convey the Property and the Business to Purchaser in accordance with the terms hereof.

23. Notices. All notices given or required to be sent by the parties hereto shall be deemed to be duly given only if sent by registered or certified mail, return receipt requested, and deposited postage prepaid in a post office box regularly maintained, or by hand delivery, or if sent by overnight delivery service as provided by reputable courier service such as by Federal Express Corporation or Airborne Express and delivered to such overnight courier, all charges prepaid addressed to the parties hereto at their respective addresses as set forth herein. Notices shall be deemed effective three days after deposit for certified or registered mail, one day after delivery to overnight courier, and on the date of hand delivery, or, in each case, on the date such party refuses to accept delivery. Supplementing the foregoing, facsimile transmission shall be effective notice for purposes of this Contract as of the date of facsimile transmission, provided that any notice sent via facsimile shall be followed by an alternative means of transmission (c.g., certified mail, overnight courier, or hand delivery). Seller's fax number for purposes of notices is _____, and Purchaser's fax number for purposes of notices is _____. All notices should also be sent to each party's counsel in accordance with this Section 23, if any.

24. Closing Costs. Seller shall pay any and all transfer taxes and recording charges required to be paid in connection with the conveyance provided for hereunder. All other title related fees shall be paid by Purchaser. Seller and Purchaser shall equally share the closing and escrow cost incurred for the preparation of the closing documents.

25. Apportionments. The following shall be apportioned with respect to the Property and the Business as of 12:01 a.m., on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs on the basis of the actual number of days elapsed over the applicable period:

(a) Taxes and assessments and vault charges levied against the Property not yet due and payable.

(b) All utilities charges on the basis of the most recent meter reading (dated not more than fifteen (15) days prior to Closing) or if unmetered, on the basis of a current bill for each such utility.

(c) If the Closing occurs before a real estate or personal property tax rate or assessment is fixed for the tax year in which the Closing occurs, the apportionment of taxes at the Closing shall be upon the basis of the tax rate or assessment for the preceding fiscal year.

(d) Personal property taxes relating to the Business, utility service charges relating solely to the Business, water charges and other accrued but unpaid (as of the Closing Date) expenses related to the Business, and any prepaid items related to the Business which are customarily prorated shall be prorated as of the Closing Date such that Seller is responsible for such expenses accruing prior to the Closing, and Purchaser is responsible for such expenses accruing from and after the Closing. Seller shall receive a credit at Closing for all pre-paid expenses for any period(s) post Closing, and Purchaser shall receive a credit for unpaid expenses owing by Seller on the Business prorated to the date of Closing. Such prorations shall be made at Closing based upon actual bills, or if such bills are not available, based upon good faith estimates for such prorated expenses.

(e) All obligations under this Section 25 shall survive the Closing. If after the Closing, the parties discover any errors in adjustments and apportionments, same shall be corrected as soon after their discovery as possible, but in no event shall there be any readjustment later than six months after the Closing Date unless prior to such date the party seeking the adjustment shall have delivered a written notice to the other specifying the nature and basis for such claim. The provisions of this Subsection (e) shall survive the Closing.

26. Documents to be Delivered at Closing.

(a) At or prior to Closing, Seller will furnish Purchaser and Escrow Agent on behalf of Purchaser, with the following documents, all of which shall be executed by Seller:

- (i) The Deed conveying fee simple title to the Property to Purchaser in accordance with this Contract.
- (ii) A bill of sale, transferring, selling, and assigning to Purchaser, all right, title and interest of Seller in and to all of the Business, including, without limitation, the transfer of all Permits required to operate the Business, if assignable.
- (iii) An IRS Form 1099-s Real Estate Reporting Form.
- (iv) A FIRPTA Affidavit and Georgia Affidavit of Seller's Residence.
- (v) Any document required by legal requirements to be executed by Seller in order to allow Purchaser to record any transfer document.
- (vi) A settlement statement showing all closing prorations.

- (vii) All keys to the Property in possession of Seller and all keys and security codes to the Business, if any.
 - (viii) Any other documentation as reasonably may be requested by Purchaser or Title Company or as is necessary to comply with this Contract.
- (b) At Closing, Purchaser shall deliver to the Escrow Agent the following:
- (i) The balance of the Purchase Price plus price of Inventory in accordance with the provisions of Section 3 hereof.
 - (ii) Any other documentation as reasonably requested by Seller or as is necessary to comply with this Contract.
 - (iii) At Closing, Escrow Agent shall issue and deliver to Purchaser an ALTA extended coverage owners policy of title insurance (which policy of title insurance shall include appropriate "gap" coverage) in the amount of the Purchase Price of the Property, such policy to be in compliance with the provisions of Section 8 hereof and containing only such exceptions to coverage as have been approved by Purchaser.

27. Covenant Not to Compete. For a period of five (5) years after the date of Closing, Seller agrees that Seller shall not anywhere within five (5) mile radius of the Business, directly or indirectly through any corporation, partnership, trust or otherwise, engage in any kind of liquor store business. This prohibition includes owning, managing, operating, financing, joining, controlling, or participating in the ownership, management, operation, financing, or control of any kind of liquor store business, or acting as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise of such business. Seller acknowledges and agrees that part of the Purchase Price is consideration for the foregoing non-compete restriction and is reasonable and necessary to protect the legitimate interest of Purchaser and that Purchaser would not have entered into this Agreement in the absence of such restriction. Any violation of this covenant will result in irreparable injury to Purchaser, and the remedy at law for any breach of the foregoing covenant will be inadequate, and in the event of any such breach, Purchaser, in addition to any other relief available to it, shall be entitled to temporary injunctive relief before trial from any court of competent jurisdiction as a matter of course. Seller further acknowledges and agrees that Purchaser shall be entitled to an equitable accounting of all earnings, profits and other benefits arising from such breach and further agrees to pay the reasonable legal fees and expenses incurred by Purchaser or any successor or assign thereof in enforcing the restrictions contained in this Section 27.

28. Title Taken by Assignee. Purchaser is entitled to assign this Contract to a third-party assignee or designee ("Assignee") provided that such Assignee assumes all of the obligations of Purchaser hereunder. Seller acknowledges that Purchaser may assign the obligation to purchase the Property to one entity and the obligation to purchase the Business another entity. Notwithstanding anything to the contrary, this Contract may not be assigned by either party without prior written consent by Seller, which consent shall not be unreasonably withheld.

29. Waiver of Jury Trial. The parties hereby knowingly, voluntarily, and intentionally waive any right that either party may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with, the Property, this Contract or any documents executed in connection herewith, or in respect of any course of conduct, statements (whether oral or written), or actions of either party with respect thereto.

30. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the state where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 6 p.m., Eastern Standard Time.

31. Waivers; Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

32. Modifications. This Contract may be amended, modified, or supplemented only by a written instrument signed by Seller and Purchaser.

33. No Offer. The submission of a draft, or a marked-up draft, of this Contract by one party to another is not intended by either Seller or Purchaser to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. Seller and Purchaser shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms and provisions of this Contract or otherwise only if and when Seller and Purchaser have unconditionally delivered fully executed counterparts of this Contract.

34. Binding Effect; No Third-Party Beneficiaries. This Contract shall be binding upon, and the benefits thereof shall inure to, the successors and assigns of the parties hereto. The provisions of this Contract are for the sole benefit of the parties to this Contract and their successors and assigns and shall not give rise to any right by or on behalf of anyone other than such parties.

35. Headings. The headings contained in this Contract are for convenience only, and are not to be used in determining the meaning of this Contract or any part hereof.

36. Drafting. Each party shall have been deemed to have participated equally in drafting of this Contract and the agreements contemplated hereby and any ambiguity in this Contract shall not be construed against any purported author thereof.

37. Prevailing Party. If any action at law or in equity is brought by either party hereto to enforce or interpret the terms of this Contract, the prevailing party is entitled to recover reasonable attorney's fees, costs, and disbursements, in addition to any other relief to which such party may be entitled.

38. Further Assurances. The parties agree to execute any further documents, and take any further actions, as may be reasonable and appropriate in order to carry out the purpose and intent of this Contract.

39. Counterparts. This Contract may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

40. Severability. In the event that any provision of this Contract is adjudicated to be void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, and each of such remaining terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

41. Supply Contracts. Purchaser shall not be required to assume any of existing supply contracts executed by Seller.

42. 1031 Tax Deferred Exchange. A material part of the consideration to Seller for the sale is that Seller has the option to qualify this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Purchaser agrees to cooperate in the exchange, provided Purchaser incurs no additional liability, cost or expense. Notwithstanding anything to the contrary, this Agreement may be assigned by Seller for purposes for consummating a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986.

43. Loan Contingency. The closing of the transaction contemplated herein this Agreement shall be contingent upon Purchaser's procuring a US Small Business Administration guaranteed loan with terms and conditions reasonably acceptable to Purchaser. Should Purchaser not able to procure such loan with such terms and conditions, Purchaser shall have a right to either terminate this Agreement with the Deposit refunded to Purchaser.

44. License Contingency. The closing of the transaction contemplated herein this Agreement shall be contingent upon Purchaser's procuring licenses required to operate the Business from the government authorities. Should Purchaser not be able to procure such licenses, Purchaser shall have a right to terminate this Agreement with the Deposit refunded to Purchaser.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto as of the day and year first above written.

PURCHASER:

06-17/25
M.S. Patel (Seal)
MONALIBAHEN SAMIRKUMAR PATEL

SELLER:

BWJ GROUP LLC

a Georgia limited liability company

6/18/25
By: [Signature] (Seal)

Name: Woo Seung Kim
Title: Owner

JSK GROUP LLC

a Georgia limited liability company

6/18/25
By: [Signature] (Seal)

Name: Woo Seung Kim
Title: Owner

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[TO BE ATTACHED BY SELLER]



U.S. Small Business Administration

NOTE

SBA Loan #	received the complete loan application on 08-22-2025.
SBA Loan Name	KINGS LIQUOR
Date	09-03-2025
Loan Amount	
Interest Rate	
Borrower	DASATVAM LLC, A GEORGIA LIMITED LIABILITY COMPANY
Operating Company	N/A
Lender	US METRO BANK

1.PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of Dollars , interest on the unpaid principal balance, and all other amounts required by this Note.

2.DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3.PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

The interest rate on this Note will fluctuate. The initial interest rate is per year. This initial rate is the Prime Rate in effect on the first business day of the month in which SBA received the loan application, . The initial interest rate must remain in effect until the first change period begins unless changed in accordance with SOP 50 10.

Borrower must pay one payment of interest only on the disbursed principal balance **one** month from the month of initial disbursement on this Note; payment must be made on the **first calendar day** in the month it is due.

Borrower must pay principal and interest payments of every month beginning **two** months from the month of initial disbursement on this Note; payments must be made on the **first calendar day** in the months they are due.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate will be adjusted **every calendar quarter** (the "change period"), beginning **October 1, 2025** (date of first rate adjustment).

The "Prime Rate" is the Prime Rate in effect on the first business day of the month (as published in the **Wall Street Journal** newspaper) in which SBA received the application, or the first day of the month in which any interest rate change occurs. Base Rates will be rounded to two decimal places with .004 being rounded down and .005 being rounded up.

The adjusted interest rate will be above the Prime Rate. Lender will adjust the interest rate on the first calendar day of each change period. The change in interest rate is effective on that day whether or not Lender gives Borrower notice of the change.

The interest rate identified in the Note may not be changed during the life of the Loan unless changed in accordance with SOP 50 10.

The interest rate adjustment period may only be changed in accordance with SOP 50 10.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

Subsidy Recoupment Fee. When in any one of the first three years following the date of first disbursement Borrower voluntarily prepays more than 25% of the outstanding principal balance of the loan, Borrower must pay to Lender on behalf of SBA a prepayment fee for that year as follows:

- a. During the first year after the date of first disbursement, 5% of the total prepayment amount;
- b. During the second year after the date of first disbursement, 3% of the total prepayment amount; and
- c. During the third year after the date of first disbursement, 1% of the total prepayment amount.

All remaining principal and accrued interest is due and payable **25 years from date of initial disbursement.**

Late Charge: If a payment on this Note is more than **10** days late, Lender may charge Borrower a late fee of up to **5.00%** of the unpaid portion of the regularly scheduled payment.

4.DEFAULT: Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A.** Fails to do anything required by this Note and other Loan Documents;
- B.** Defaults on any other loan with Lender;
- C.** Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D.** Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E.** Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F.** Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G.** Fails to pay any taxes when due
- H.** Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I.** Has a receiver or liquidator appointed for any part of their business or property;
- J.** Makes an assignment for the benefit of creditors;
- K.** Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L.** Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M.** Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5.LENDER'S RIGHTS IF THERE IS A DEFAULT: Without notice or demand and without giving up any of its rights, Lender may:

- A.** Require immediate payment of all amounts owing under this Note;
- B.** Collect all amounts owing from any Borrower or Guarantor;
- C.** File suit and obtain judgment;
- D.** Take possession of any Collateral; or
- E.** Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6.LENDER'S GENERAL POWERS: Without notice and without Borrower's consent, Lender may:

- A.** Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;

B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

C. Release anyone obligated to pay this Note;

D. Compromise, release, renew, extend or substitute any of the Collateral; and

E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7.WHEN FEDERAL LAW APPLIES: When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8.SUCCESSORS AND ASSIGNS: Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9.GENERAL PROVISIONS:

A. All individuals and entities signing this Note are jointly and severally liable.

B. Borrower waives all suretyship defenses.

C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.

D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.

E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.

F. If any part of this Note is unenforceable, all other parts remain in effect.

G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10.STATE-SPECIFIC PROVISIONS:

The undersigned borrower hereby waives the right to require the Holder of this obligation to confirm any foreclosure sale as a condition for taking action to collect on this note.

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

BORROWER:

DASATVAM LLC, A GEORGIA LIMITED LIABILITY COMPANY

By M. S. Patel
MONALIBAHEN SAMIRKUMAR PATEL,
Manager & Member of DASATVAM LLC, A
GEORGIA LIMITED LIABILITY COMPANY

PURCHASER\BORROWER SALE\ACQUISITION AND LOAN CLOSING STATEMENT

PURCHASER\BORROWER:

DASATVAM LLC

SELLER:

**JSK GROUP, INC
BWJ GROUP, LLC**

PROPERTY ADDRESS:

**2600 COBB PARKWAY NW
KENNESAW, GEORGIA 30152**

LENDER:

US METRO BANK

LOAN NUMBER:

[REDACTED]

KGI FILE NO.:

[REDACTED]

DATE:

September 3, 2025

**CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL**

PURCHASER/BORROWER STATEMENT

GROSS PAYABLE BY PURCHASER/BORROWER:

Purchase Price - Real Property	\$	[REDACTED]
Purchase Price - Furniture, Fixture & Equipment	\$	[REDACTED]
Purchase Price - Goodwill	\$	[REDACTED]
Purchase Price - Inventory	\$	[REDACTED]
2025 County Real Property Tax Proration	\$	[REDACTED]
2025 County Personal Property Tax Proration	\$	[REDACTED]
SBA Guaranty Fee	\$	[REDACTED]
SBA Packaging Fee	\$	[REDACTED]
Credit Report Fee	\$	[REDACTED]
Business Search Fee	\$	[REDACTED]
Flood Insurance Certification Fee	\$	[REDACTED]
UCC Search Fees	\$	[REDACTED]
UCC Filing Fees	\$	[REDACTED]
Appraisal & Review Fee	\$	[REDACTED]
Environmental Report Fee	\$	[REDACTED]
Business Valuation Report Fee	\$	[REDACTED]
Good Standing Search Fee	\$	[REDACTED]
Courier Service Fee	\$	[REDACTED]
Property Tax Service Fee	\$	[REDACTED]
Tax Certification (IRS)	\$	[REDACTED]
Wire Fee	\$	[REDACTED]
Remaining GFD refund to Borrower	\$	[REDACTED]
Intangible Tax	\$	[REDACTED]
Lender's Attorney/Settlement Fee	\$	[REDACTED]
Title Search/Update Fee	\$	[REDACTED]
UCC/Lien Search/Update Fee	\$	[REDACTED]
Title Commitment/Policy/Endorsements Fee	\$	[REDACTED]
CPL Fee	\$	[REDACTED]
Post Closing/Handling/Courier Fee	\$	[REDACTED]
Total Gross Payable by Purchaser/Borrower		[REDACTED]

CREDITS TO PURCHASER/BORROWER:

Loan Proceeds	\$	[REDACTED]
Good Faith Deposit	\$	[REDACTED]
Earnest Money	\$	[REDACTED]
2025 City Real Property Tax Proration	\$	[REDACTED]
2025 City Personal Property Tax Proration	\$	[REDACTED]
Total Credit to Purchaser/Borrower	\$	[REDACTED]

TOTAL PAYABLE BY PURCHASER/BORROWER

\$

SALE/ACQUISITION AND LOAN CLOSING STATEMENT

PURCHASER/BORROWER:	DASATVAM LLC
SELLER:	JSK GROUP, INC BWJ GROUP, LLC
PROPERTY ADDRESS:	2600 COBB PARKWAY NW KENNESAW, GEORGIA 30152
LENDER:	US METRO BANK
LOAN NUMBER:	[REDACTED]
KGI FILE NO.:	[REDACTED]
DATE:	September 3, 2025

SELLER STATEMENT

GROSS PAYABLE TO SELLER:		
Purchase Price - Real Property	\$	[REDACTED]
Purchase Price - Furniture, Fixture & Equipment	\$	[REDACTED]
Purchase Price - Goodwill	\$	[REDACTED]
Purchase Price - Inventory	\$	[REDACTED]
Total Credit to Seller	\$	[REDACTED]
SELLER'S EXPENSES:		
Payoff to Metro City Bank	\$	[REDACTED]
Transfer Tax	\$	[REDACTED]
2025 County Real Property Tax Proration	\$	[REDACTED]
2025 County Personal Property Tax Proration	\$	[REDACTED]
2025 City Real Property Tax Proration	\$	[REDACTED]
2025 City Personal Property Tax Proration	\$	[REDACTED]
Brokerage Commission to Golden Bridge Realty	\$	[REDACTED]
Inventory Vendor Payments Escrow	\$	[REDACTED]
Settlement Fee	\$	[REDACTED]
Total Seller Expenses	\$	[REDACTED]
TOTAL NET PROCEEDS TO SELLER - PERSONAL PROPERTY	\$	[REDACTED]

NOTES:

1. The subject sales and acquisition closing is conducted pursuant to the terms and conditions of that certain Contract of Sale dated June 18, 2025, by and between Purchaser/Borrower, or its legal predecessor(s), and Seller, or its legal predecessor(s) (as subsequently amended from time to time, the "Agreement").
2. Purchaser/Borrower and Seller hereby instruct and authorize Kim, Goldberg & Im, LLC ("Settlement Agent") to disburse the funds for the closing of the subject transaction as shown herein this closing statement.
3. State, County and/or City ad valorem taxes have been prorated based on the published year 2024 or 2025 tax bills that are publicly available as of this date of the Closing. Should any deficiency in such tax amounts be discovered or occur for any reason after this date of the Closing, or should any additional city or county taxes be billed by the tax commissioner and/or relevant governmental authority after this date of the Closing, Seller and Purchaser/Borrower agree to promptly re-prorate and adjust the prorations, and remit the deficiency balance to each other, as the case may be. State, County & City taxes for 2025 will be prorated amongst the parties upon receipt of the 2025 tax bills. Seller and Purchaser/Borrower agree and acknowledge that Settlement Agent is not in any way responsible for such deficiency and/or additions after this date of the Closing. Seller and Purchaser/Borrower shall defend, indemnify and hold the Settlement Agent and its assigns, employees, officers and directors harmless from and against any and all losses, costs, liabilities, claims, damages and expenses of every kind and character, as incurred, resulting from, relating to or arising out of the possible tax deficiency and/or additions.
4. Earnest Money in the amount of [REDACTED] has been paid to and held by Settlement Agent.
5. All prorations have been made as of the 3rd day of September 2025, as instructed by the parties.
6. Entries pertinent to Security Deposit transfers and Rents prorations, if applicable, have been made based on the information provided by the parties.
7. Seller acknowledges the receipt in full of the proceeds due to Seller from this closing. Seller warrants the correctness of all payoff amounts for outstanding liens and encumbrances, if any. Seller acknowledges that such payoff amounts have been obtained by Settlement Agent from the holders of such liens and encumbrances. Seller further acknowledges that Settlement Agent and Purchaser/Borrower have relied in good faith on the payoff information obtained in disbursing the proceeds to Seller. Should any deficiency in such payoff amounts be discovered or occur for any reason after this closing, Seller agrees to promptly remit the same to Settlement Agent to correct and/or cure the deficiency.
8. Purchaser/Borrower and Seller agree and acknowledge that should any credits or expenses be determined to be inaccurate or should any errors or omissions be discovered subsequent to the date hereof, or should there be any errors or omissions in the documents discovered subsequent to the date hereof, they shall promptly execute such documents or remit such sums as may be required to adjust or correct such omissions or errors.
9. Purchaser/Borrower and Seller acknowledge that Settlement Agent has made no representations as to the status of any outstanding or past due water, sewage, or other utilities services applicable to the subject property being transferred to Purchaser/Borrower from Seller. The investigation on the status of such items is the responsibility of the parties.
10. This closing statement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.
11. As part of the consideration of the sale, the contract between the parties is by reference incorporated herein and made a part hereof and any provision not satisfied at closing shall survive the closing and remain enforceable.
12. Purchaser/Borrower and Seller acknowledge that Settlement Agent represents Lender.

The undersigned Purchaser/Borrower and Seller, having read the foregoing closing statement and have checked, reviewed and approved each of the foregoing credit, debit and disbursement amounts and other provisions, do hereby acknowledge and approve each of the credits, debits and disbursements above set forth and do hereby authorize and direct Settlement Agent to disburse the funds in accordance herewith.

[Signatures follow on the next page.]

The forgoing Statement is received, reviewed, and approved, and receipt of a copy of this document is hereby acknowledged this 3rd day of September 2025.

PURCHASER/BORROWER:

DASATVAM LLC,
a Georgia limited liability company

By: M. S. Patel (Seal)
Name: Monalibahen Samirkumar Patel
Title: Manager/Member

SELLER:

JSK GROUP, INC.,
a Georgia corporation

By: [Signature] (Seal)
Name: Woo Joong Kim
Title: President/Secretary

[Corporate Seal]

BWJ GROUP, LLC,
a Georgia limited liability company

By: [Signature] (Seal)
Name: Woo Joong Kim
Title: Sole Member

Settlement Agent:

[Signature] (Seal)
Kim, Goldberg & Im LLC

CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL

Space Above This Line for Recorder's Use

STATE OF GEORGIA
COUNTY OF GWINNETT

After recording, please return to:
Kim, Goldberg & Im, LLC
3473 Satellite Boulevard, Suite 300 North
Duluth, Georgia 30096
Attn: Post Closing Dept.
[REDACTED]

TAX PARCEL ID # 20016600040

LIMITED WARRANTY DEED

THIS INDENTURE (this "**Deed**") is made this 3rd day of September 2025, by and between JSK GROUP, INC, a Georgia corporation ("**Grantor**"), and DASATVAM LLC, a Georgia limited liability company ("**Grantee**") (the words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural, and their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of [REDACTED] in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee, all that tract or parcel of land lying and being in Cobb County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Land**").

TOGETHER WITH all rights, members, structures, easements, alleys, ways, appurtenances, improvements, chattels, timber, shrubbery, trees, plants, fixtures, privileges, tenements or hereditaments incident or appurtenant thereto (the foregoing, together with the Land, are herein referred to as the "**Property**"), subject only to those matters set forth and described on Exhibit "B" attached hereto and by this reference made a part hereof (the "**Permitted Exceptions**").

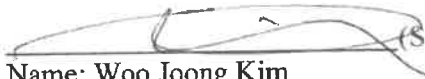
TO HAVE AND TO HOLD the Property, together with any and all of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

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

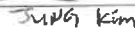
GRANTOR:

JSK GROUP, INC,
a Georgia corporation

By:  (Seal)
Name: Woo Joong Kim
Title: President/Secretary

[Corporate Seal]

Signed, sealed and delivered in the
presence of:


Witness  Si Hyeon Kim


Notary Public

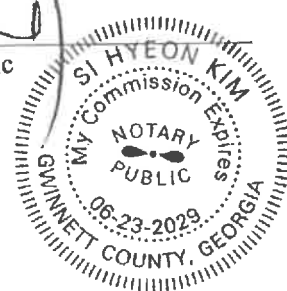


EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in Land Lot 166 of the 20th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows:

Beginning at the northeast corner of the intersection of Keene Street (f/k/a Dobbs Drive) (40' right of way) with U.S. Highway 41 (a/k/a North Cobb Parkway) and run thence North 40 degrees 34 minutes 40 seconds West along the northeastern right of way boundary of U.S. Highway 41 a distance of 200.00 feet to an iron pin found; thence departing from said right of way of U.S. Highway 41 North 71 degrees 16 minutes 56 seconds East a distance of 205.89 feet to an iron pin found; run thence South 40 degrees 36 minutes 36 seconds East a distance of 200.01 feet to an iron pin found on the northern right of way boundary of Keene Street (f/k/a Dobbs Drive); run thence South 71 degrees 16 minutes 25 seconds West along the northern right of way boundary of Keene Street (f/k/a Dobbs Drive) a distance of 206.00 feet to a point and the TRUE POINT OF BEGINNING. The above-described property is more particularly described on that certain survey for Lee Brothers Food Mart, Inc., Fidelity National Title Insurance Company and First Intercontinental Bank prepared by W.E. Clonts, Registered Land Surveyor No. 2166, dated August 9, 2000.

EXHIBIT "B"

Permitted Exceptions

1. All taxes for the year 2025 and subsequent years, not yet due and payable.
2. Easement from CHI KUM EUM to GEORGIA POWER COMPANY, executed January 23, 1998, filed October 1, 1998, recorded in Deed Book 11737, Page 130, Cobb County, Georgia Records.
3. Affidavit by LINDA TURNER, executed January 3, 1992, filed January 9, 1992, recorded in Deed Book 6419, Page 368, Cobb County, Georgia Records.
4. Affidavit by CURTIS M. WIGLEY, executed January 3, 1992, filed January 9, 1992, recorded in Deed Book 6419, Page 366, Cobb County, Georgia Records.
5. Reservation for side walk contained in that certain Warranty Deed from FRANK L. DOBBS to CURTIS M. WIGLEY, executed June 3, 1954, filed June 3, 1954, recorded in Deed Book 279, Page 152, Cobb County, Georgia Records.
6. Easement from FRANK L. DOBBS to GEORGIA POWER COMPANY, executed April 3, 1954, filed May 15, 1954, recorded in Deed Book 277, Page 291, Cobb County, Georgia Records.
7. Right of Way Deed from L. C. CHALKER to STATE HIGHWAY DEPARTMENT OF GEORGIA, executed June 22, 1948, filed August 18, 1948, recorded in Deed Book 202, Page 97, Cobb County, Georgia Records.
8. Warranty Deed for Right-of-Way from L. C. CHALKER, et al. to STATE HIGHWAY DEPARTMENT OF GEORGIA, executed November 12, 1948, filed November 24, 1948, recorded in Deed Book 192, Page 544, Cobb County, Georgia Records.
9. Subject to all matters as shown on that certain plat recorded in Plat Book 11, Page 201, Cobb County, Georgia Records.

BILL OF SALE

CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL

FOR AND IN CONSIDERATION of the sum of [REDACTED] and of other good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, BWJ GROUP, LLC, a Georgia limited liability company (the “**Seller**”), does hereby bargain, sell, transfer, convey and deliver unto DASATVAM LLC, a Georgia limited liability company (the “**Purchaser**”), the following described property (the “**Property**”), owned by Seller and having to do with the operation of that certain liquor store business currently known as “Kings Liquor” (the “**Business**”) for the location of 2600 Cobb Parkway NW, Kennesaw, Georgia 30152 (the “**Premises**”):

1. **SELLER ASSETS.** All of Seller’s rights, titles, interests, and benefits in and to the following properties and assets (collectively, the “**Assets**”):

(i) **PERSONAL PROPERTY.** All of the inventory, furniture, fixtures, equipment, machinery, vending machines, furnishings, tools, signs, telephone and other communications equipment, telephone systems, computers and computer software and related equipment, supplies, displays, uniforms, promotional materials, advertisements, consumables, and all other personal property owned by Seller and located at the Premises, and utilized in connection with the operation of the Business, including without limitation any and all assets listed in Exhibit “A” attached hereto and incorporated herein by reference;

(ii) **CONTRACTS.** All of the rights, titles, interests and benefits accruing to Seller under those rental, sales, supply, purchase order, service, sign, maintenance, equipment, telephone and other contracts or Premises’ lease relating to the operation of the Business; provided, however, that Purchaser will not be assuming any of the liabilities associated with those said Contracts accruing prior to the date hereof;

(iii) **LICENSES AND PERMITS.** Any and all transferable consents, authorizations, variances or waivers, licenses, permits, registrations, certificates, approvals and similar rights from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the Business held by or granted to Seller and used in connection with the operation of the Business; and

(iv) **INTANGIBLE ASSETS.** All of Seller’s goodwill associated with the Business, including but not limited to the trade names of “Bonaire Package,” telephone number, customer lists, and a list of all employees.

2. **EXCLUDED ASSETS.** Notwithstanding Section 1, the Assets shall not include cash, accounts receivable, and any marketable securities owned by Seller.

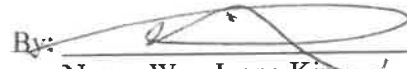
TO HAVE AND TO HOLD the Property unto Purchaser, its successors, and assigns, forever, free, and clear of any and all liens, security interests or other encumbrances of any kind.

Seller hereby warrants, and will forever defend, the right and title to the Assets unto Purchaser against the claims of all persons owning, holding, or claiming by, through or under Seller.

IN WITNESS WHEREOF, Seller has executed this instrument under seal as of 3rd day of September 2025.

SELLER:

BWJ GROUP, LLC,
a Georgia limited liability company

By:  (Seal)
Name: Woo Joong Kim
Title: Sole Member

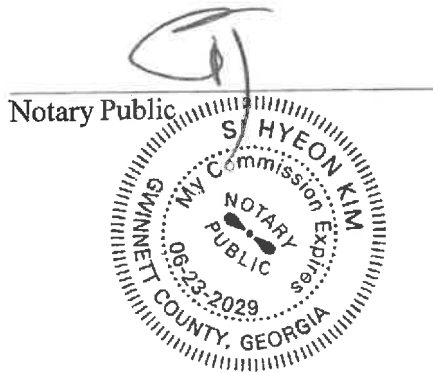


Exhibit "A"

Equipment List

CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL

Equipment List For: Kings Liquor
Name of Business

Description	Make	Model #	Serial #	Market Value	Current Lien Balance	Name of Lienholder
Cash Register						
P.O.S.						
Desk and Chair						
Computer						
Shelves						
Cooler						

I/we certify that all equipment listed above were inspected and verified of its existence.

Monalibahen Patel
Name

M.S. Patel
Signature

07/15/2025
Date

Name

Signature

Date

I/we certify that the business does not have any equipment valued over \$5,000.

Monalibahen Patel
Name

M.S. Patel
Signature

07/15/2025
Date

Name

Signature

Date

TODAY’S HISTORY

Today is Johnny Appleseed Day

September 26, 2025



Appleseed did not simply scatter apple seeds on the ground, but planted nurseries, left them in the care of someone else, and returned every few years to check on them. Appleseed planted trees in Pennsylvania, Ohio, Illinois, Indiana, and West Virginia, as well as in Ontario.

Source: Checkiday.com
Graphic: Staff, TNS

TODAY’S BIRTHDAYS: Johnny Appleseed (1774-1845), nurseryman/environmentalist; Ivan Pavlov (1849-1936), physiologist; T.S. Eliot (1888-1965), writer; George Gershwin (1898-1937), composer; Jack LaLanne (1914-2011), fitness expert; Marty Robbins (1925-1982), singer-songwriter; Olivia Newton-John (1948-2022), actress/singer; Linda Hamilton (1956-), actress; Jim Caviezel (1968-), actor; Serena Williams (1981-), tennis player; Lilly Singh (1988-), actress.

TODAY’S FACT: “Abbey Road,” the last album for which all four members of The Beatles participated in the recording sessions, was released on this day in 1969.

TODAY’S SPORTS: In 1983, the Royal Perth Yacht Club’s Australia II won the America’s Cup, becoming the first non-American winner in the cup’s 132-year history.

TODAY’S QUOTE: “We die to each other daily. What we know of other people is only our memory of the moments during which we knew them. ... We must also remember that at every meeting we are meeting a stranger.” — T.S. Eliot, “The Cocktail Party”

TODAY’S NUMBER: 732 — performances of “West Side Story” during its original Broadway run, which opened on this day in 1957 and closed on June 27, 1959.

HOROSCOPE

LIBRA (Sept. 23-Oct. 23)
Clear your head, eliminate what’s not necessary and stick to your budget. Reevaluate your goals, dreams and what truly matters to you. Trust your instincts, and abundance will come your way.

SCORPIO (Oct. 24-Nov. 22)
Using force will set you back. Let situations flow naturally, and you’ll avoid controversy. Look for creative outlets, such as social events that make you think about your future.

SAGITTARIUS (Nov. 23-Dec. 21)
Protect your home, possessions and loved ones. Think before you spend on something you don’t need. Don’t take a risk with your health or offer to do something you know little about.

CAPRICORN (Dec. 22-Jan. 19)
Pay more attention to your physical and financial well-being. The energy you put toward fitness and investing more time in yourself will pay high dividends.

AQUARIUS (Jan. 20-Feb. 19)
Fiscal negotiations are in your best interest. A change at home, investing in a space that will help you be more productive or stepping away from someone or a debilitating situation are favored.

PISCES (Feb. 20-March 20)
Put your energy into something that makes you proud or helps you invest more in yourself and what you have to offer. Refuse to let emotional matters cost you by leading you to act when you are best off sitting back.

ARIES (March 21-April 19)
Focus on motivation, productivity and maximizing your day. Express your feelings and intentions, and discuss financial matters with anyone who can influence how you move forward.

TAURUS (April 20-May 20)
Refuse to let the changes unfolding around you deter your plans. An adjustment may be difficult, but it is essential, so relax and ease into situations with an open mind and a backup plan.

GEMINI (May 21-June 20)
Interactions will open doors and offer insight into something that can change what you do professionally, financially or medically. Exhaust all possibilities before you commit to something that can alter your life.

CANCER (June 21-July 22)
Channel your energy wisely. Focusing on the moment and what you want to achieve will help distance you from stress. Disciplining yourself in order to work on a creative project will prove interesting.

LEO (July 23-Aug. 22)
Anger management, along with common sense and open communication, will help you get things done. Educate yourself before committing your time, skills or money.

VIRGO (Aug. 23-Sept. 22)
Look and observe, but hold off on making a premature move. Do the legwork required to put your mind at ease and save money. Budget for entertainment, and focus on rest, relaxation and reevaluating your next move.



GEORGIA LOTTERY

Thursday, Sept. 25, 2025

Midday Cash 3: 0-9-1
Evening Cash 3: 7-6-2
Midday Cash 4: 1-3-9-7
Evening Cash 4: 9-0-8-0
Midday Georgia FIVE: 8-3-9-7-0
Evening Georgia FIVE: 0-7-5-8-7

Wednesday, Sept. 24, 2025

Night Cash 3: 0-0-8
Night Cash 4: 6-1-6-4
Fantasy 5: 01-06-12-14-29
Powerball: 15-31-45-49-53 (19)

MARIETTA DAILY JOURNAL

The Marietta Daily Journal (USPS 3292-40) publishes Tuesday through Saturday morning at 47 Waddell St., Marietta GA 30060. Published by Times-Journal Inc. Periodical postage paid at Marietta, GA 30060. Postmaster: Send address changes to Marietta Daily Journal circulation dept., P.O. Box 449, Marietta, GA 30061.

CONTACT US

Main number: 770-428-9411
Subscriber services: 770-795-5000
Retail/Obits fax: 770-428-8431
Vacation stops or starts; circulation needs

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If you do not receive your newspaper in your daily mail or if you encounter any other service problem, we would like to hear from you. You can call our customer service center at 770-795-5000 between the hours of 8 a.m. and 5 p.m. Monday through Friday. You may also email us at circulation@mdjonline.com. The auto attendant is available 24/7 or you can go to mdjonline.com and click on “customer service” to enter your information.

Police: Woman charged with pointing gun at mother, child during I-285 road rage incident

Staff reports

A Florida woman was indicted on charges of pulling out a gun during a road rage incident along I-285 in Cobb County.

Jennifer Ann Bernard, 33, of Panama City, is accused of pointing a loaded gun at a woman and her child after getting into a collision along I-285, according to Bernard’s arrest warrant.

The interaction occurred at approximately 4:57 p.m. July 8 near the interstate’s inter-

section with Cobb Parkway.

After getting into a wreck with the victim, Bernard allegedly exited her car and approached the victim’s vehicle with a Kel Tec .380 handgun in hand. Bernard then began to verbally berate the victim and pointed the loaded firearm at the victim and her child inside the car, the warrant reads.

During the interaction, police say Bernard opened the victim’s car door and parked her wheelchair in between the car and the door to

prevent it from closing. She then allegedly “locked” her wheelchair in place, preventing the victim from closing the door or moving Bernard to escape.

Police say Bernard then placed the handgun in her lap after sitting in her wheelchair and prevented the victim from closing her car door to avoid possible threats.

The interaction was caught on video, the warrant reads, and was viewed by police, which allegedly shows Bernard standing in the vic-

tim’s door while holding the handgun and verbally berating the victim.

The victim told police she was in fear for her life, and her child began crying during the interaction.

Bernard was taken into custody shortly after and is currently in the Cobb County Jail without bond.

A Cobb grand jury indicted her on charges of aggravated assault with a deadly weapon, terroristic threats and possession of a firearm during commission of a felony.



Anthony Stalcup

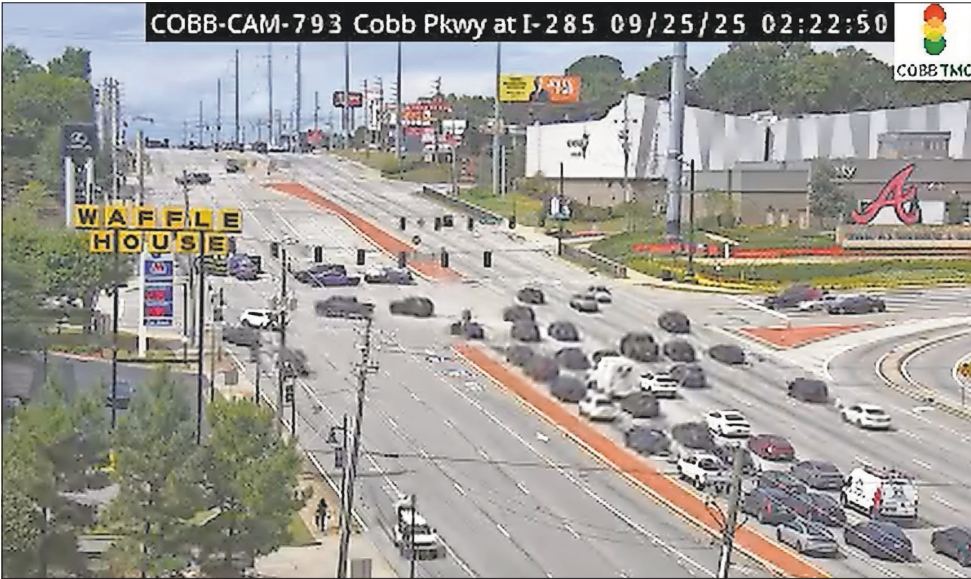
A scene from the 2025 North Georgia State Fair at Jim Miller Park.

GSP

From A1

“A trooper utilized this opportunity to maneuver around the traffic and block the fleeing vehicle from the front, preventing the vehicle from continuing. Once the violator stopped, the troopers approached the vehicle and found the driver deceased from what appeared to be a self-inflicted gunshot wound,” Zion said.

According to Zion, the Georgia Bureau of Investigation and Georgia Department of Public Safety Office of Professional Standards are investigating.



Screenshot/Georgia Department of Transportation

Traffic camera footage of Cobb Parkway shows all southbound lanes blocked due to police activity.

BLOTTER ■ FELONY ARRESTS

The names and charges below are from Cobb arrest warrants, and are public records. A warrant is merely an accusation of a crime, and accused people are innocent until proven guilty.

Friday, Sept. 5

Sheriff’s Office

- ♦ **Landrea Sacorya Pruitt** of Woodstock, card fraud — financial transaction; and theft by taking — greater than \$1,500.
- ♦ **Kristen Thornhill** of Smyrna, false statements/writings — concealment of facts.
- ♦ **Crystal Simmons** of Kennesaw, forgery — third degree.
- ♦ **Sidney Cooley**, residence unknown, fugitive.

- ♦ **Catoria Renee Haynes** of Sarasota, Florida, theft by receiving stolen property — greater than \$1,500.
- Kennesaw**
- ♦ **Maggie Marie Rhodes** of Kennesaw, driving — failure to maintain lane; and possession of marijuana more than 1 ounce.
- ♦ **Dax Shariff Baldwin** of Kennesaw, driving — no tag light; driving — defective brake light; driving — window tint violation; driving — cracked windshield; driving without a valid license; and possession of cocaine.

Marietta

- ♦ **Oscar Alvarez Rubio** of Snellville, possession of cocaine; possession of less than 1 ounce of marijuana; possession of firearm during the commission of a crime; crossing guardlines — inmate possession of controlled substance, weapons or marijuana; and driving in violation CP class license — misdemeanor.
- ♦ **Roderick Derek Horton** of Marietta, possession of methamphetamine.
- ♦ **Kiana Armani Riley** of Riverdale, false ID possession; possession of less than 1 ounce of marijuana; trafficking ecstasy; manufacture, deliver, distribute, administer, sell or possess with intent to distribute controlled substance; crossing guardlines — marijuana, controlled substance or weapons; possession of LSD; possession; and two counts of possession of firearm during the commission of a felony — controlled substance.

Saturday, Sept. 6

Acworth

- ♦ **Ashraf Afraz Alibocas** of Acworth, manufacture marijuana; intent to distribute marijuana — felony; two counts of possession; possession of firearm during the commission of a felony — controlled substance; and possession of less than 1 ounce of marijuana.

Cobb County

- ♦ **Cesar Alexis Velazquez** of Douglasville, aggravated assault weapon; and theft of services — less than \$1,500.
- ♦ **Michael Delfin Russell** of Canton, vehicle — secret compartment; trafficking methamphetamine; and possession of firearm during the commission of a felony — controlled substance.
- ♦ **Tyrone D. Sigler** of Acworth, possession THC oil; disorderly conduct — person; public drunk; and possession.
- ♦ **Billy Joe Smith** of Marietta, riding bike without light; driving — emerging from alley, driveway or building; abandonment of certain dangerous drugs, poisons or controlled substances; and possession of methamphetamine.
- ♦ **Michael Lincoln Little** of Temple, aggravated assault strangulation; aggravated battery useless; and simple battery provoke.

Today’s

POLICE BLOTTER

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I have made application with the City of Kennesaw at the business license office for a Beer, Wine, Liquor and Sunday Sales Retail Package Alcohol License for: Dasatvam LLC d/b/a Kings Liquor located at 2600 Cobb Parkway NW, Kennesaw, GA 30152.

The Mayor and City Council will hear said request on October 6, 2025 at 6:30 p.m. at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

Monalibahen Patel	Dasatvam LLC
Licensee	Name of Establishment



CHOW KING

GRILL & BUFFET

2400 Cobb Parkway SE, Smyrna 30080
Close to Cumberland Mall, Truist Park, and right off of I-75
470-308-3333
www.chowkingcobb.com

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Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: September 29, 2025
TITLE: **Crime Stats: August 2025**
Consideration to accept the August 2025 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. M&C Report August 2025 PPT

August 2025 Crime Statistics



Group A Crimes	Aug 2025	Aug 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	6 (+2)	4	33 (+4)	29
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+1)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	4 (+3)	1	23 (+1)	22
DRUG/ NARCOTICS OFFENSES	42 (+15)	27	242 (-11)	253
EMBEZZLEMENT	1 (+1)	0	3 (+1)	2
EXTORTION	0 (-2)	2	9 (-3)	12
FORGERY	2 (-4)	6	11 (-4)	15
FRAUD OFFENSES	17 (+4)	13	115 (+10)	105
HOMICIDE OFFENSES	0 (-1)	1	0 (-2)	2
INTIMIDATION	11 (+10)	1	87 (+45)	42
KIDNAPPING	0 (-1)	1	9 (-1)	10
LARCENY/ THEFT OFFENSES	16 (+7)	9	110 (+17)	93
MOTOR VEHICLE THEFT	4 (+1)	3	23 (+4)	19
PORNOGRAPHY OBSCENE MATERIAL	0 (-1)	1	1 (-6)	7
ROBBERY	0 (+0)	0	4 (+2)	2
SEX OFFENSES	3 (+1)	2	21 (+0)	21
SIMPLE ASSAULT	12 (+1)	11	105 (-44)	149
STOLEN PROPERTY OFFENSES	1 (-3)	4	11 (-3)	14
VANDALISM	11 (+7)	4	49 (-3)	52
WEAPONS LAW VIOLATIONS	4 (+2)	2	36 (+8)	28
Totals	134	92	893	877

	Aug 2025	Aug 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	791 (+12)	779	6,048 (-57)	6,105
Self-Initiated Activity	1,741 (+364)	1,377	11,302 (+1,779)	9,523
Traffic Citations	806 (+233)	573	4,941 (+430)	4,511
Traffic Warnings*	901 (+210)	691	6,188 (+1,428)	4,760
Arrests**	91 (+18)	73	648 (-19)	667

	Aug 2025	Aug 2024	YTD 2025	YTD 2024
Auto Accidents	115 (+9)	106	830 (-4)	834
Accident w/ Injury	9 (+0)	9	78 (+11)	67
Hit and Run	16 (+8)	8	101 (+11)	90
Hit and Run w/ Injury	1 (+1)	0	3 (-3)	6
Person Hit by Auto w/ Injury	0 (+0)	0	3 (+0)	3

* Warnings do not include verbal warnings **
Arrests do not include juvenile arrests



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: September 29, 2025

TITLE: **Resolution: 2025 Pipe Rehabilitation Project Bid Award**
 Consideration for approval of a Resolution awarding the 2025 Pipe Rehabilitation Project contract to Utility Asset Management, Inc.

Summary:

A Request for Bids was advertised in the Marietta Daily Journal to repair failing stormwater pipes throughout the City. Six (6) bids were received, with Utility Asset Management, Inc. having the lowest responsive bid at \$264,140.00.

Recommendation:

The Public Works Director recommends approval of bids and award of the contract to Utility Asset Management, Inc for the amount of \$264,140.00 and requests the Mayor to sign the attached Contract and Resolution.

Fiscal Impact:

560.4320.54.142000.00000 Storm Water Construction & Improvement

Attachments:

1. RES 2025 - 2025 Pipe Rehabilitation - UAM
2. CONTRACTOR AGREEMENT
3. Bid Log
4. 2025-07-25 Pipe Reline Legal Ad
5. 2025-08-08 Pipe Reline Legal Ad
6. 2025-08-15 Pipe Reline Legal Ad

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION TO APPROVE BIDS AND AWARD CONTRACT TO UTILITY ASSET
MANAGEMENT, INC. FOR 2025 PIPE REHABILITATION PROJECT**

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

WHEREAS, the City solicited bids to engage a qualified and experienced Contractor to provide stormwater rehabilitation for various storm pipes throughout the City; and

WHEREAS, six bids were received with Utility Asset Management, Inc. being the lowest bid; and

WHEREAS, Utility Asset Management, Inc. has represented to the City they are experienced and qualified to perform the project; and

WHEREAS, Utility Asset Management, Inc. has offered to provide the required construction services for an amount of \$264,140.00.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with Utility Asset Management, Inc. to perform described work as shown as Attachment A.

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

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of October 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

CONTRACTOR AGREEMENT
CITY OF KENNESAW
2025 PIPE REHABILITATION PROJECT

This Agreement is executed this ____ day of September 2025, by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and Utility Asset Management, Inc., hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this Agreement, which are attached hereto as Exhibits “A” and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

1. Adequate Personnel; Conditions.

The Contractor hereby warrants that it possesses adequate personnel, equipment, and financial strength to perform each and every obligation contained in the Agreement documents. The Contractor further warrants that it does not have preexisting business commitments, which would prevent it from successfully completing each and every term of this Agreement. Contractor warrants that it is professionally and fully qualified to act as the general contractor for the work designated herein and is and will remain licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over Contractor or the work designated herein.

2. Duration.

This Agreement shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described within 60 days of issuance of Notice To Proceed, unless sooner terminated pursuant to the provisions contained herein.

3. Price.

The parties have stated the Contract Price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The Contract Price for Exhibit “A” is two hundred sixty-four thousand, one hundred forty dollars (\$264,140.00).

4. Time of Essence.

Time is of the essence for the completion of all work pursuant to this Agreement. It is hereby understood and mutually agreed by the parties that the beginning date, rate of progress, and time for completion of the work designated herein are essential conditions of this Agreement. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood that the time for completion of the work described herein is a reasonable time for the completion of the same.

5. Governing Law.

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this Agreement is executed in Cobb County, Georgia and that the Agreement is to be performed in the City of Kennesaw, Georgia. Each party hereby consents to the Cobb Superior Court's sole jurisdiction over any dispute, which arises as a result of the execution or performance of this Agreement, and each party hereto waives any and all objections to venue in the Cobb Superior Court.

6. Assignments.

The Contractor shall not assign or subcontract, in whole or on part, its rights, or obligations pursuant to this Agreement, or any moneys due or to become due hereunder, without the prior written consent of the City.

7. Modification.

This Agreement shall not be modified verbally. Any modification of the terms of this Agreement shall be reduced to writing and signed by the duly authorized representative of each party hereto.

8. Due Diligence.

The Contractor shall perform all authorized work pursuant to this Agreement promptly and diligently in a good, proper, and workmanlike manner in accordance with the terms of this Agreement.

9. Risk of Loss.

The Contractor shall be responsible for, and bear the expense of, any damage to or destruction of the goods and supplies furnished pursuant to this Agreement until such goods or supplies are delivered to, and accepted by, the City at 2529 J.O. Stephenson Avenue, Kennesaw, Cobb County, Georgia or such other destination as is indicated in the special provisions attached hereto.

10. Invoices.

The City shall have no obligation to pay for the materials furnished pursuant to this Agreement until the Contractor has submitted proper invoices or vouchers describing with specificity the nature of the supplies furnished, the quantity of supplies furnished, and a statement that the supplies are furnished free from any lien or encumbrance.

11. Taxes.

The Contractor shall pay all applicable taxes assessed against the supplies, which form the subject of this Agreement.

12. Permits and Licenses; Inspection; Tests.

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to

the performance of the terms of this Agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

13. Termination for Cause.

If the Contractor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed for the Contractor, or if it shall consistently or repeatedly refuse or fail to supply the products designated herein, or if it should refuse or fail to make payment to persons supplying labor or materials for the products pursuant to the Agreement, or if the Contractor fails to observe or perform the provisions of this Agreement or is guilty of a substantial violation of any provision of the Contract Documents, then the City, after serving at least ten (10) days prior written notice to the Contractor of its intent to terminate this Agreement pursuant to such default, may terminate this Agreement without prejudice to any other rights or remedies provided by law and may take possession of the supplies delivered to the City prior to such termination. The Contractor shall be liable to the City for any damage resulting from the Contractor's default.

14. Inspection.

The Contractor shall make the materials or supplies, which are the subject of this Agreement available to the City for inspection and testing by the City at the Contractor's expense prior to the Contractor's delivery of the materials or supplies to the City.

15. Liquidated Damages.

In the event that the materials which form the subject of this Agreement are not delivered as set forth in the special provisions to this Agreement, the City may terminate this Agreement and recover liquidated damages in an amount set forth in the special provisions to this Agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this Agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies which form the subject of this Agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this Agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects on Contractors

performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

16. Contract Documents.

The Contract Documents are composed of those documents listed in Exhibit A, Special Stipulations. Copies of the Contractor's proposal to furnish the labor, materials, and supplies which form the subject of this Agreement and all drawings and specifications submitted during the bidding process are attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall list each such document and describe each original document's location as a part of the special provisions to this Agreement. In the event of conflicting terms or ambiguity between this Agreement and the Contractor's proposal, the Contractor's proposal shall control.

17. Additional Security.

The Contractor shall provide additional bond security in the event that the City deems additional security necessary to insure performance of the Agreement.

18. Accounting and Records Retention.

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and expenses pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional charge to the City, and shall be retained for at least six (6) years after expiration of this Agreement, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

19. Indemnification.

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its elected officials, department heads, agents, attorneys, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorneys fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

20. Severability.

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

21. New Materials.

The Contractor hereby represents and warrants to the City that any and all materials will be new unless otherwise specified, and the Contractor further represents that all work will be of good and workmanlike quality and free from defects in accordance with the specifications.

22. Set-off.

In the event that the City accepts supplies with minor defects, the Contractor shall deduct the proportionate cost of such defects from its invoice to the City concerning such supplies.

23. Defective Materials.

The Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within the warranty period stated in the special provisions attached to this Agreement.

24. Defective Materials-Liability.

No provision contained in this Agreement shall be held to limit the Contractor's liability to the City for defects in the supplies furnished to an amount less than the legal limit of liability in accordance with law.

25. Manufacturer's Warranties.

No provision contained in this Agreement shall be construed to limit the terms and conditions of any manufacturer's warranty concerning the supplies furnished pursuant to this Agreement.

26. Notices.

Any and all notices pursuant to this Agreement shall be deemed to have been properly delivered when deposited in the United States mail for delivery to the Contractor at the address provided on the Contractor's proposal. Notices to the City shall be deemed to have been properly delivered when mailed to the City Manager, City of Kennesaw, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144-2797.

27. Bid Bond.

If a bid bond is required pursuant to the City's specifications, such bond must be in an amount of not less than five percent of the bid submitted by the Contractor. The bid bond will be forfeited if the Contractor fails to execute an Agreement with the City substantially similar to this Agreement within fifteen days after notification of the award of the contract.

29. Performance and Payment Bonds.

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this Agreement. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this Agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to one hundred and ten (110%) and one hundred percent (100%) respectively of the new Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City.

The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this Agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this Agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

30. Change Orders.

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (d) construction design; (e) construction specifications; and (f) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made in the Contract Price of delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt

by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this Agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the Agreement as changed.

31. Variation in Quantity.

No variation in the quantity of any item or materials called for by this Agreement shall be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing or construction processes, and then only to the extent, if any, specified elsewhere in this Agreement.

32. Testing.

All supplies (which term throughout this Agreement includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by the City, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

33. Rejection of Nonconforming Materials.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the City, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies/materials or lots of supplies/materials which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the City either: (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned to the City thereby, or (ii) may terminate this Agreement for default. Unless the Contractor corrects or replaces such supplies within the delivery schedule, the City may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances.

34. Inspection Facilities.

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall

be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the contract requirements nor impose liability on the City therefore.

35. Testing-Liability.

The inspection and testing by the City of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistake as amounts to fraud.

36. Inspections-Records.

The Contractor shall provide and maintain an inspection system acceptable to the City covering the supplies/materials and construction hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the City during the performance of this Agreement and for such longer period as may be specified elsewhere in this Agreement.

37. Payments.

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies/materials delivered and accepted or services or labor rendered and accepted, less deductions, if any, as herein provided.

(a) The Contractor shall submit to the City an itemized Invoice for Payment in an AIA format. The invoice shall include backup material including, but not limited to, receipts or other vouchers, showing its payments for materials and labor, including payments previously made to Subcontractors.

(b) The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of the following conditions:

- (i) Defective work not remedied;
- (ii) Claims or liens filed;
- (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;
- (iv) A reasonable doubt that the Agreement can be completed for the balance then unpaid;
- (v) Damage to a Separate Contractor or to the City or a third party;

(vi) Failure to maintain a rate of progress consistent with the schedule;
or

(vii) Failure to supply enough skilled workers or proper materials.

When the above grounds are removed, payment shall be made for amounts withheld because of them. With regard to cases (ii) and (iii) above, the City may agree to payment upon receipt of a satisfactory Bond to Discharge Claim in the amount of double the claim. At the option of the City, adherence to the Overall Project Schedule shall be a condition precedent to the right of the Contractor to demand payment of an application for payment or certificate. No omission on the part of the City to exercise the aforesaid option shall be construed to be a waiver of breach of the Overall Project Schedule or acquiescence therein, and the City may exercise its option from time to time and as often as may be expedient.

38. Termination for Cause.

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 42, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (ii) If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

39. Costs to Cure.

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13, 38, or Paragraph 46, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated pursuant to the provisions of Paragraph 13, 38, and/or Paragraph 46.

40. Force Majeure.

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the

Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

41. Title to Materials Upon Termination.

If this Agreement is terminated as provided in Paragraph 13, 38, and/or Paragraph 46, the City, in addition to any other rights provided in this Agreement, may require the Contractor to transfer title and deliver to the City: (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Agreement rights (hereinafter called “construction materials”) as the Contractor has specifically produced or specifically acquired for the performance of such part of this Agreement as has been terminated. The Contractor shall, upon direction of the City, protect and preserve property in possession of the Contractor in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the Contract Price. Payment for construction materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City. The City may withhold from amounts otherwise due the Contractor for such completed supplies, construction services, or construction materials such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

42. Review of Termination.

If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this Agreement, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the City.

43. Additional Remedies.

The rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

44. Subcontractors.

As used in this Agreement, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier. Contractor assumes full responsibility for the improper acts and omissions of its subcontractors or others employed or retained by Contractor in connection with the work designated herein.

45. Solicitation of Contract.

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

46. Termination for Convenience.

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 38, 40, 41, 43 herein shall apply to the extent applicable.

47. Contractor's Duties upon Termination.

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) Assign to the City, in the manner, at the time, and to the extent directed by the City, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
 - (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
 - (ii) The completed or partially completed plans, drawings, information, and other property, which, if the Agreement had been completed, would have been required to be furnished to the City.

- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:
 - (i) Shall not be required to extend credit to any purchaser, and
 - (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City; provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the City may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

48. Termination-Claims.

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, the Contractor shall submit to the City his termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than one (1) month from the effective date of termination, unless one or more extensions in writing are granted by the City upon request of the Contractor made in writing within such one-month period or authorized extension thereof. However, if the City determines that the facts justify such action it may receive and act upon any termination claim at any time after such one-month period of any extensions thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the City may, subject to any review required by the City's procedures in effect as of the date of execution of this Agreement, determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

49. Settlement of Claims.

Subject to the provisions of Paragraph 50, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 50 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work shall be deemed to

limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

50. Payment of Claims.

In the event of the failure of the Contractor and the City to agree upon the amount to be paid to the Contractor by reason of the termination of work, the City shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (a) For completed work, services, or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the Agreement, appropriately adjusted for any saving of freight or other charges;
- (b) The total of:
 - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable above).

The total sum to be paid to the Contractor under (a) and (b) of this Paragraph shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, the fair market value, as determined by the City, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to a buyer.

51. Set-Offs from Payment.

In arriving at the amount due the Contractor there shall be deducted:

- (a) all unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this Agreement;
- (b) any claim which the City may have against the Contractor in connection with this Agreement; and
- (c) the agreed price for, or the proceeds for, any work, services, materials, supplies or other things not provided or performed by the Contractor or sold pursuant to the provisions of this Agreement, and not otherwise recovered by or credited to the City.

52. Partial Termination.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price.

53. Partial Price.

The City may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Agreement whenever in the opinion of the City the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due such excess shall be payable by the Contractor to the City upon demand, together with interest computed at the rate of seven (7) percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the City; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the City by reason of the circumstances.

54. Records Inspection.

Unless otherwise provided for in this Agreement, or by applicable statute, the Contractor, from the effective date of termination and for a period of six (6) years after final settlement under this Agreement, shall preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Agreement and relating to the work terminated hereunder, or, to the extent approved by the City, photographs, microphotographs or other authentic reproductions thereof.

55. Compliance

This Agreement shall be governed by the law of Georgia. The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the Work and shall ensure the compliance of its Subcontractors. Without limiting the generality of the foregoing Paragraph, the following laws are specifically referenced:

- (a) Contractor agrees that any payments made by it to any subcontractor, agent or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal Davis-Bacon Act as applicable.
- (b) Contractor agrees to comply with Federal Buy America regulations as applicable.
- (c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.

- (d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.
- (e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.
- (f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:
 - (ii) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (g) Contractor agrees to comply with all applicable standards, orders or regulations related to access to records and reports under state and federal law.
- (h) Contractor agrees to comply with all applicable standards, orders or regulations related to Federal Changes.
- (i) Contractor agrees to comply with all applicable standards, orders or regulations related to bonding requirements.

- (j) Contractor agrees to comply with all applicable standards, orders or regulations related to the Clean Air Act.
- (k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying Agreement.
- (l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.
- (m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.
- (n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.
- (o) Contractor agrees to comply with all applicable standards, orders, or regulations related to Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Program and assist the City with reporting requirements, if any.

56. Insurance.

The Contractor shall be responsible to the City from the time of the signing of the Agreement or the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the Work by the Contractor, or any of its Subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf. The Contractor shall procure the insurance coverage identified below at the Contractor's expense and shall furnish the City an insurance certificate listing the City of Kennesaw as the certificate holder and as an additional insured and should read "The City of Kennesaw, Georgia, 2529 J.O. Stephenson Ave., Kennesaw, GA 30144". Occurrence coverage is required. Claims-made coverage is not acceptable. The insurance certificate must provide the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company(ies);
- (d) Description of policies;
- (e) Policy Number(s);
- (f) Policy Period(s);
- (g) Limits of liability;
- (h) Name and address of City as certificate holder;
- (i) Project Name and Number;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Mandatory sixty-day notice of cancellation or non-renewal

The insurance coverage required below shall be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

- (a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until sixty (60) days after the City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Agreement shall have been received, accepted and acknowledged by the City.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
- (c) All deductibles shall be paid for by the Contractor.
- (d) These policies shall be primary, noncontributing with any applicable insurance carried by the City of Kennesaw and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each.
- (e) Certification of each policy shall be furnished, in duplicate, to the City, at least fifteen (15) days prior to commencement of services under the signed Agreement.

The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverage, consistent with the policies and requirements of O.C.G.A. §50-21-37. The minimum required coverage and liability limits are as follows:

- (a) The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language: *This is to certify that all Subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.*

State of Georgia statutory limits required:

- (i) \$1,000.000;
 - (ii) \$1,000.000 each accident;
 - (iii) \$1,000.000 disease policy limit; and
 - (iv) \$1,000.000 disease each employee.
- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property

damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

- (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
 - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
 - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;
 - (iv) Contractual \$ 1,000,000.00 per Occurrence; and
 - (v) General Aggregate \$ 2,000,000.00.
- (c) The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage for each Occurrence.

57. Georgia Security and Immigration Compliance Act Requirements.

The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.*, by registering and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

58. Dispute Resolution.

- (a) If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, they shall refer the dispute to the City Manager who shall have the authority to settle the dispute. If the dispute is not settled by the City Manager, the parties may submit the dispute to mediation.
- (b) If the dispute cannot be settled pursuant to Section (a) above, the parties may elect to submit the dispute to mediation. The parties agree to conclude such mediation within sixty (60) days of electing mediation. The parties shall select a mutually agreeable mediator and shall share the cost of the mediator equally. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be communicated in writing directly by the party's representative to the other party's representative and the mediator.
- (c) No litigation may be commenced without first following the process in this Section. Litigation may be filed in the Superior Court of Cobb County, Georgia, after the filing party provides thirty (30) days written notice to the opposing party.

The parties hereby agree that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Contract.

(d) Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

59. Waiver.

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power, or privilege.

60. LIEN.

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the City a complete release from any liens which may arise out of this Agreement, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he they have s knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the City all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

61. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

62. ACCEPTANCE OF FINAL PAYMENT.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligations under this Agreement or the Performance and Payment Bond.

63. AMENDMENT.

This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

64. ENTIRE AGREEMENT.

The Contract Documents, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the parties, preceding the date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first above written.

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor
City of Kennesaw

ATTEST:

City Clerk

CONTRACTOR: _____

By: _____

Title: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this
____ day of _____, 2025. _____
WITNESS

Notary Public
Commission Expires:

EXHIBIT "A"
SPECIAL STIPULATIONS

- a) The Contractor shall provide materials and labor necessary to rehabilitate the following pipes in accordance with the 2025 Pipe Rehabilitation Project bid "Specifications".

210 LF of 48" CMP at Smith Drive

200 LF of 60" CMP at Cobb International Boulevard

216 LF of 30" CMP at Brenton Drive

270 LF of 24" CMP at Rackley Way

- b) The Contract Price for such materials and construction services shall not exceed the amount of \$264,140.00.

- c) Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:

1) Description of Specifications

2) Proposal and Contract

3) Bid quotation

4) E-Verify Forms for All Contracts

5)

6) _____

7) _____

8) _____

9) _____

10) _____

- d) Pursuant to Paragraph 23 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.

- e) Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

SUBCONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the City of Kennesaw has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Kennesaw, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUBMITTAL REQUIREMENTS

Specific Requirements

Georgia Security and Immigration Compliance Act

Complete Section I. Contractor Affidavit

Contractor agrees to comply with all of the contractor requirements of the: “Georgia Security and Immigration Compliance Act of 2006,” as codified on O.C.G.A. sections 13-10-90 and 13-10-91 and regulated and regulated in chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractor and Sub-Contractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” Accessed at <http://www.dol.state.ga.us> as further set forth below.

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
 - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
 - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
 - 1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written Agreements with any subcontractor employed by **Contractor** to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91.

2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this contract, the subcontractor's indication of the employee-number category applicable to the subcontractor.
3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.
4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.

Receptionists: Please enter all bid packages delivered and give to City Clerk's office.

City Bid Log/Results

Project: Pipe Rehab

Deadline: Sept. 3, 2025 at 3:00pm

Date Rec'd.	Time	Company	Bid Amounts (to be filled out by Clerk at opening)	Awarded Bid	Comments
8/26/25	10:16am	NuPipe US	\$367,621.50		
8/26/25	10:16am	ProShot Concrete, Inc.	\$329,320.00		
8/26/25	10:16am	Utility Asset Management, Inc.	\$264,140.00		
8/27/25	10:16am	Video Industrial Services, Inc.	\$448,820.00		
09/03/25	9:38 a.m.	Vortex Services, LLC	\$471,390.00		
09/03/25	1:25 p.m.	US Infra Rehab Services, LLC	\$360,352.58		

8011 State Court

cation.

WITNESS The Honorable, Eric A. Brewton, Judge of State Court.
This 2nd day of July 2025.

Tahnica Phillips, Clerk State Court of Cobb County
7:11,18,25; 8:1-2025

MDJ-5194 GPN-14
IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA
TABRISHA THORNTON,
Plaintiff,
VS
VICTORIA ELAINA RUIZ, JOHN DOE, ABC COMPANY,
Defendant.
Civil Action Number: 24-A-5392-4
TO: VICTORIA ELAINA RUIZ
NOTICE OF PUBLICATION
By Order for service by publication dated the 30th of June, 2025, you are hereby notified that on November 8, 2024, Tabrisha Thornton, filed a Complaint against you. You are required to file with the Clerk of the State Court of Cobb County at 12 East Park Square, Marietta, GA 30090 and to serve upon plaintiff's attorney Maslin Alizadeh, Deerfield Parkway Suite 425 Alpharetta, GA 30004 an answer in writing within sixty (60) days of the date of the Order for publication.

WITNESS The Honorable, Jane P. Manning, Judge of State Court.
This 2nd of July, 2025.

Tahnica Phillips, Clerk State Court of Cobb County
7:11,18,25; 8:1-2025

MDJ-5268 GPN-14
IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA
CHELSEY ROUSE,
Plaintiff,
VS
CAVALIER LT AGGREGATE GP LLC
ORCA INC, INNHIT, DORIS CAMPBELL, RYAN, D/B/A THE RYAN FOUNDATION, INC., HIGH-GATE HOTELS, L.P., WYNDHAM HOTELS AND RESORTS, LLC AND JOHN DOE,
Defendants.
TO: DORIS CAMPBELL
Civil Action Number: 25-A-639-5
NOTICE OF PUBLICATION
By Order for service by publication dated the 23rd day of June 2025, you are hereby notified that on February 6, 2025, Chelsey Rouse, filed a Complaint against you. You are required to file with the Clerk of the State Court of Cobb County at 12 East Park Square, Marietta, GA 30090 and to serve upon plaintiff's attorney Sandra Davis-Compos, 2870 Vineville Avenue, Macon, GA 31204, an answer in writing within sixty (60) days of the date of the Order for publication.

WITNESS The Honorable, Eric A. Brewton, Judge of State Court.
This 8th day of July 2025.

Tahnica Phillips, Clerk State Court of Cobb County
7:11,18,25; 8:1-2025

8020 Service/Construction Bids

MDJ-5284 GPN-05
Advertisement for Request for Proposals
Cobb County will receive Sealed Proposals before 12:00 P.M. (Noon), August 14, 2025 through the **OpenGov Portal** on the Cobb County Procurement Services' website.

Cobb County Procurement Services Department
1828 West Oak Parkway
Marietta, Georgia 30062

No proposals will be accepted after the 12:00 P.M. (noon) deadline

Sealed Proposals are to be submitted to:

Request for Proposals

Post-Closure Analysis for Landfills

Cobb County Sustainability, Waste, and Beautification Department

For full solicitation details including agenda, please visit the Cobb County Procurement Services website: www.cobbcounty.org/procurement-services.

7:11,18,25;8:1-8-2025

MDJ-5552 GPN-05
REQUEST FOR PROPOSALS
The City of Marietta/Board of Lights and Water will receive sealed proposals until 11:00 A.M. Tuesday, August 12, 2025 for the following:

CONCESSION FOOD SERVICES AT SELECT CITY PARK LOCATIONS
PROPOSAL NUMBER RFP-26-5234
The City of Marietta will be accepting electronic solicitations through the BidNetDirect.com platform. New vendors must register (at no charge) through the BidNetDirect.com link below, before they can download bid documents at:

<https://www.bidnetdirect.com/georgia/cityofmarietta>.

or by email request sent to dkil@marietta-ga.gov for manual submissions

A MANDATORY Pre-bid proposal Conference shall be held, on 2 site locations, on Tuesday, August 5, 2025, at 9:00AM beginning at Franklin Gateway Sports Complex located at 1034 Franklin Gateway, Marietta, GA 30067 to be followed by a site visit to Elizabeth Porter Park & Sprayground 370 Montgomery St Marietta, GA 30060. Transportation will be provided if needed. Bids are to be submitted at 11:00 a.m. Tuesday, August 12, 2025 at the City of Marietta/Board of Lights and Water, Purchasing Division, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

The City of Marietta reserves the right to award the work on whatever basis is in the best interest of the City and to accept or reject any and all proposals and to waive technicalities and informalities in the proposals.

Purchasing Division
City of Marietta/Board of Lights and Water
7:25;8:1-2025

MDJ-5555 GPN-5
CITY OF KENNESAW INVITATION TO BID
Sealed bids will be received by the City of Kennesaw, City Clerk's Office, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144, until 3:00 P.M. EDT on Wednesday, August 27, 2025, for the rehabilitation of concrete sewer pipes as shown on the attached exhibits. Bids received after the deadline will not be considered.

The project generally includes furnishing all labor, material, equipment for construction and related improvements for subject project. Work includes the rehabilitation of the pipe segments as shown on the attached exhibits. The repair method for this project can be a cured in place pipe lining or a spray in lining system.

A MANDATORY pre-bid meeting will be held at 1:00 PM EDT on Wednesday, August 13, 2025, at Kennesaw City Hall, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to discuss the project. Any questions should be emailed to the City Clerk, Leo Alvarez at lavarez@kennesaw-ga.gov no later than twenty-four (24) hours prior to the mandatory meeting.

Copies of the bid document may be obtained by contacting the City Clerk at lavarez@kennesaw-ga.gov. Technical questions should be addressed to Amanda Stevens at astevens@kennesaw-ga.gov no later than seventy-two (72) hours prior to bid opening.

No bid will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the bid made payable to the City of Kennesaw. The successful bidder shall be required to furnish a contract performance bond equal to one hundred percent (100%) of the contract price and a payment bond equal to one hundred percent (100%) of the contract price, with the terms and sureties to be approved by the City of Kennesaw; and furnish satisfactory proof of carriage of the insurance required.

It is agreed the unit quantities shown in the specification are approximate only and this bid is based on a lump sum price. It is also understood the contract sum will only increase or decrease by a change in the project scope and change order approved by the City. It is further understood and agreed upon the unit prices provided in the Specification Section shall apply to any increase or decrease in quantities caused by a change in the project scope. No Bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof.

The successful bidder will be notified by the City of acceptance of the bid. The successful bidder must submit an executed CONTRACT and Certificate of Insurance before a Notice to Commencement can be issued. Upon receipt of the Notice to Commence, the successful bidder will begin work with the adequate force and equipment within thirty (30) days.

A lump sum payment will be made to the contractor upon completion and certification of the project. The City of Kennesaw reserves the right to reject any or all bids, to waive

8020 Service/Construction Bids

informalities and to re-advertise. The City of Kennesaw also reserves the right to reject bids which are non-conforming or to reopen the bidding if all bids are in excess of funds available for the Project.

7:25; 8:8,15-2025

MDJ-5616 GPN-5
REQUEST FOR QUALIFICATIONS
The Cobb County-Marietta Water Authority (CCMWA) is issuing this Request for Qualifications (RFQ) to solicit Statement of Qualifications (SOQ) from interested engineering consultants for the West Side Loop Section 3 36-inch Water Main Replacement (Friendship Church Road to Chancellors Trail) project. Consultants interested in this project should be experienced in large diameter water pipelines. Experience related to the replacement of pre-stressed concrete cylinder pipes (PCCP) is a plus.

Statement of Qualifications shall be submitted no later than 2:00 PM, August 21, 2025, to:

Cobb County-Marietta Water Authority Administration and Engineering Office
Attn: Chris Dillard, P.E., PMP
1170 Atlanta Industrial Drive
Marietta, GA 30066

Absolutely no SOQs will be accepted after 2:00 PM. Faxed or emailed SOQs are not accepted, and any responses received after the deadline will be returned to the sender unopened.

A complete copy of the Request for Qualifications, including submission requirements, may be obtained by email from Chris Dillard (cdillard@ccmwa.org).

The Owner will in no way be liable for any costs incurred by any proposer in the preparation of a response to this Advertisement for Qualifications. The Owner reserves the right to reject any or all qualifications, to waive informalities and advertisement.

Cobb County-Marietta Water Authority
Cole Blackwell, CPA
General Manager
7:25; 8:8-2025

8025 Debtors and Creditors

MDJ4923 gpn07
Notice to Debtors and Creditors
All creditors of the estate of Robert A. Kazmaier late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 4th day of July, 2025.

Name: Jessica Bailey
Title: Attorney for Gwen Pennington, Successor Trustee
Address: 376 Powder Springs St., St. 130, Marietta, GA 30064
7:4,11,18,25,2025

MDJ-4878 GPN-7
NOTICE TO CREDITORS AND DEBTORS
STATE OF GEORGIA
COUNTY OF COBB
IN RE: ESTATE OF WILBUR EDWARD RADFORD, SR.
All creditors of the estate of Wilbur Edward Radford, Sr., deceased, late of Cobb County, Georgia, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 23rd day of June, 2025.

Emily Gray, Clerk of the Court
Executor of the Estate of Wilbur Edward Radford, Sr., deceased
4449 Morrison Road
Powder Springs, Georgia 30127
or
MOORE, CLAY E. DUVALL & RODGERS, P.C.
2829 Old Dawson Road
Post Office Drawer 71727
Albany, Georgia 31708-1727
(229) 888-3338
7:4,11,18,25-2025

MDJ4989 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Mahdi Stan Chambers, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 25th day of June, 2025.

ZAKIYA N CHAMBERS, C/O AMANDA M. RABLING
192 Church St. NE
Marietta, GA 30060
7:4,11,18,25,2025

MDJ-4992 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of PATSY LYNN MEDLIN late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 25th day of June, 2025.

Philip L. Medlin
Executor of the estate of PATSY LYNN MEDLIN
897 Grand Condo Rd
Marietta, GA 30064
7:4,11,18,25,2025

MDJ-4993 GPN-07
NOTICE TO DEBTORS AND CREDITORS
GEORGIA, COBB COUNTY
All creditors of the estate of WANDA WACTER JULK, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 17th day of June, 2025.

JAMES PHILLIP JULK
Executor of:
WANDA WACTER JULK
792 Fern Street
Marietta, GA 30067
7:4,11,18,25,2025

MDJ4994 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of DAVID MCKLESKEY, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 4th day of July, 2025.

JENNIE MARIE MCKLESKEY
2044 West Sandtown Rd SW
Marietta, GA 30064
7:4,11,18,25,2025

MDJ4995 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of WALLAH JEAN GILES, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 4th day of July, 2025.

GERMARD DORD
3106 Staglin Drive
Powder Springs, GA 30127
7:4,11,18,25,2025

MDJ4997 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of WILLIAM CHRISTOPHER WHITWORTH, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 4th day of July, 2025.

EMILIA IVANOVICH LEVIA-HUGHES
3287 Winter Wood Ct.
Marietta, GA 30062
7:4,11,18,25,2025

MDJ4999 gpn07
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF COBB
IN RE: ESTATE OF CAROL PATRESE JONES
ESTATE NO. 25-P-1120
All creditors of the Estate of Carol Patrese Jones, Deceased, late of Cobb County, Georgia, are hereby notified to render their demands against said estate to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 26th day of June, 2025.

KATIE MELISSA TEEGARDEN, EXECUTOR
301 CREEKSTONE RIDGE
WOODBRIDGE, GA 30188
7:4,11,18,25,2025

MDJ-5001 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **George Thomas Shell, Jr.**, late of Cobb County,

8025 Debtors and Creditors

deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 20th day of June, 2025.

Mildred Shell
Executor
3441 Conley Downs Drive
Powder Springs, GA 30127
7:4,11,18,25-2025

MDJ5002 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Edward Thomas Tanton, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 26th day of June, 2025.

Christopher Thomas Tanton
119 Autumn Run Place
Villa Rica, GA 30180
7:4,11,18,25,2025

MDJ-5029 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Charles Spencer Shull late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 24th day of June, 2025.

Name: Cathy Irene Shull
Title: Executor
Address: 3331 Hackmatack Drive NW, Kennesaw, GA 30152
7:4,11,18,25-2025

MDJ-5031 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Frederick Henry Leitz late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 27th day of June, 2025.

Name: Carl Frederick Leitz
Title: Executor
Address: c/o Georgia Probate Law Group, 331 North Marietta Parkway, Marietta, GA 30060
7:4,11,18,25-2025

MDJ-5034 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Charles Tillman Harper late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 16th day of June, 2025.

Name: Matthew Z Harper
Title: Administrator
Address: 145 County Center Creek Ct, Dallas GA 30157
7:4,11,18,25-2025

MDJ5040 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Eric Goodman, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 25th day of June, 2025.

Kelly McAllister aka Kelly Bowman
1300 Ridenour BLVD, Suite 100
Kennesaw, GA 30152
7:4,11,18,25,2025

MDJ-5071 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Paul White late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 30th day of June, 2025.

Name: Randolph Fain White
Title: Executor
Address: 3245 Fain Court, Marietta, GA 30062
7:4,11,18,25-2025

MDJ-5072 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Margaret Cook White late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 30th day of June, 2025.

Name: Leslie Elizabeth Dunlap a/k/a Leslie Elizabeth Nurnberger Dunlap
c/o Broel Law, LLC
Title: Executor
Address: 1360 Anchor Bay Drive, Greensboro, GA 30642
7:11,18,25; 8:1-2025

MDJ-5164 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Stephen Alan Cone, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 10th day of July, 2025.

Catherine Davidson
Executor/Administrator
c/o Sarah White,
2501 E. Piedmont Road, Suite 106
Marietta, GA 30066
7:18,25; 8:1,8-2025

MDJ-5337 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Stephen Alan Cone, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11th day of July, 2025.

Name: deAndrade Law Firm
Address: 2 Ravenna Drive, Suite 1530, Atlanta, Georgia 30346
7:18,25; 8:1,8-2025

MDJ-5363 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Peggy Merkl Crowder late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 18th day of July, 2025.

Kerry D. Crowder
3523 Westbrook Drive
Smyrna, GA 30082
7:18,25; 8:1,8-2025

MDJ-5368 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Judy Jesse Kelley, Estate No. 25-P-0916, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11th day of July, 2025.

Brittany David Crump
Executor
2112 Powder Springs Road, SW
Marietta, GA 30064
7:18,25; 8:1,8-2025

MDJ-5369 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Jane Rocca Fairbairn, Estate No. 25-P-0932, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11 day of July, 2025.

Scoi Louis Fairbairn
Executor/Administrator
2505 Bayside Drive
Kennesaw, GA 30152
7:18,25; 8:1,8-2025

MDJ-5370 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Frankie Linn Moffett, Estate No. 25-P-0451, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11 day of July, 2025.

Terri Christine Moffett
Administrator
14 South Avenue
Marietta GA 30064
7:18,25; 8:1,8-2025

MDJ-5371 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Annette Dabbs Sledge, Estate No. 25-P-0893, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11 day of July, 2025.

Susan Ingram
Executor/Administrator
1021 Northpointe Drive
Jackson, MS 39211
7:18,25; 8:1,8-2025

MDJ-5373 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of William L. Riggins, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11 day of July, 2025.

Cynthia E. Riggins
Executor
c/o Althea Caces, Esq.
240 Cherokee Street,
Suite 301
Marietta, GA 30060
(770)424-9141
7:18,25;8:1,8-2025

MDJ-5112 gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of GEORGE HERNANDEZ, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 1st day of July, 2025.

Gay Lane Schmitt Hernandez
212 Church Street
Marietta, GA 30060
7:4,11,18,25,2025

MDJ-5113 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Paul Fredrick Rush, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 16th day of June, 2025.

Betty Jane Rush
834 Mars Hill Road, N.W.
Kennesaw, GA 30152
7:4,11,18,25-2025

MDJ5116 gpn07
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF COBB
All creditors of the estate of GREGORY SMITH, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 1st day of July, 2025.

JULIANNA BURRALL
3535 ROSWELL RD, SUITE 34
MARIETTA, GA 30062
7:4,11,18,25,2025

MDJ5119 gpn07
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF COBB
All creditors of the estate of CORIE L. ARMSTRONG, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 1st day of July, 2025.

JULIANNA BURRALL
3535 ROSWELL ROAD, SUITE 34
MARIETTA, GA 30062
7:4,11,18,25,2025

MDJ5125 gpn07
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF COBB
All creditors of the estate of RUTHANN ALEXANDER, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 1st day of July, 2025.

Kimberly Cantrell McGrath
Title: Executor
Address: 1360 Anchor Bay Drive, Greensboro, GA 30642
7:11,18,25; 8:1-2025

MDJ-5165 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Kathleen Yunsblood Nurnberger a/k/a Kathleen L. Nurnberger late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 1st day of July, 2025.

Name: Leslie Elizabeth Dunlap a/k/a Leslie Elizabeth Nurnberger Dunlap
c/o Broel Law, LLC
Title: Executor
Address: 331 N. Marietta Pkwy., Marietta, GA 30060
7:11,18,25; 8:1-2025

MDJ-5166 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of ANNE T. HAGER RUDY, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 2nd day of July, 2025.

Name: EVERETT LEE MORRIS IV
Title: Attorney of The Estate of ANNE T. HAGER RUDY
Address: 2801 Buford Highway, Suite 430
Atlanta, Georgia 30329
7:11,18,25; 8:1-2025

MDJ-5167 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of MARY JO HARRINGTON HOOPER, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 30th day of July, 2025.

Wayne Arnall Hooper
Executor/Administrator
c/o Sarah White
2501 E. Piedmont Road, Suite 106
Marietta, GA 30066
7:4,11,18,25-2025

MDJ-5091 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Irving Leonard Greenspan, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 4 day of July, 2025

Phillip Allan Greenspan
Executor/Administrator
2005 Snowmass Trail
Marietta, Georgia 30062
7:11,18,25; 8:1-2025

MDJ-5093 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Glenn T. Kell late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 3rd day of July, 2025

Name: Dianne Bieler
Title: Executor
Address: 3765 North Point Drive, Marietta, GA 30068
7:11,18,25; 8:1-2025

MDJ-5222 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the Estate of JAMES STEPHENS HYNES, late of Cobb County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 3rd day of July, 2025.

Name: Mitchell Hynes, Sr., Administrator
c/o Stephen F. Carley, Esq.
1000 Parkwood Cir,
Ste 900
Atlanta, GA 30339
(770)401-0710
7:11,18,25;8:1-2025

MDJ-5223 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
IN RE: ESTATE OF ROSE FENNER
All creditors of the Estate of ROSE FENNER, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law and all persons indebted to said estate are required to make immediate payment to the un-

8025 Debtors and Creditors

derigned.

This 11th day of July, 2025.

BRIAN T. FENNER
Personal Representative
1280 BROOKVIEW ROAD NE
BROOKHAVEN, GA 30319
7:11,18,25;8:1-2025

MDJ-5227 GPN-7
All creditors of the Estate of Attila Edward Szilagy, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 8th day of July, 2025.

Name: Stephanie L. Steele
Title: Attorney for Executor
Address: 376 Powder Springs Street, Suite 130
Marietta, GA 30064
7:11,18,25; 8:1-2025

MDJ-5228 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Donald Arthur King, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 8th day of July, 2025.

Name: Sue Lanier King
Title: Executor
Address: 900 Circle 75 Parkway, Ste. 800,
Atlanta, GA 30339
7:18,25; 8:1,8-2025

MDJ-5250 GPN-07
Notice to Debtors and Creditors
All creditors of the estate of Debbie Lynell Bates late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 7th day of July, 2025.

William D. Carter, Jr.
Attorney for Estate
45 Technology Pkwy. S,
Stockbridge, GA 30206
Peachtree Corner, GA 30092
7:11,18,25;8:1-2025

MDJ-5318 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the RICHARD LEE CIRCLE, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 30th day of June, 2025.

ROBERT P.ELLIOTT
Executor
6141 CHICKERING COURT
NASHVILLE, TN 37215
7:11,18,25;8:1-2025

MDJ-5336 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Frederick Linton Cone, Jr., late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 10th day of July, 2025.

Catherine Davidson
Executor/Administrator
c/o Sarah White,
2501 E. Piedmont Road, Suite 106
Marietta, GA 30066
7:18,25; 8:1,8-2025

MDJ-5361 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Gary Lee Lear late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11th day of July, 2025.

Name: deAndrade Law Firm
Address: 2 Ravenna Drive, Suite 1530, Atlanta, Georgia 30346
7:18,25; 8:1,8-2025

MDJ-5363 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Peggy Merkl Crowder late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 18th day of July, 2025.

Kerry D. Crowder
3523 Westbrook Drive
Smyrna, GA 30082
7:18,25; 8:1,8-2025

MDJ-5368 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of Judy Jesse Kelley, Estate No. 25-P-0916, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 11 day of July, 2025.

Brittany David Crump
Executor
2112 Powder Springs Road, SW
Marietta, GA 30064
7:18,25; 8:1,8-2025

MDJ-5369 GPN-7

8004 Public Sales/Auctions

#4139; Vontivia Mitchell unit #4187. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
8:1,8-2025

MDJ-5648 GPN-17
Notice of Self Storage Sale
Please take notice **Midgard Self Storage - Vinings** located at **2909 Cabin Dr SE Atlanta GA 30339** intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur as an online auction via www.storageauctions.com on **8/22/2025 at 1:00 P.M.** Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Lisa Mahmud unit #1308; Torrey King unit #1319; Jack Luo unit #1531; Jobey Jean unit #2111; Lailewrious Parrish unit #2022; Javier de Leon unit #3323; Jason Broady unit #3511; Jacoby Linkins unit #4304; Jos Torres unit #4341. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
8:1,8-2025

MDJ-5671 GPN-17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated. 2141 **POWERS FERRY RD MARIETTA GA 30067, 08-28-2025 10:00am**
Trey Lawson Unit: 1027 Household Items
Jeremiah Kyle Unit: 2106 Household Items
Tyrina Dockert Unit: 3048 Household Items
Oneil Walker Unit: 3313 Household Items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5681 GPN-17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated. Wednesday, **08/27/2025 at 1:30 pm** 1587 Tibarron Pkwy SE Smyrna GA 30082
1120 KaMay Mahoney House Hold Items
2116 Tory crowford House Hold Items
2142 Alexander Moise House Hold Items
3187 Tall Parker House Hold Items
4012 Janelle Burriss House Hold Items
4018 Cassandra Hines House Hold Items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5692 GPN-17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 720 Veterans Memorial Hwy SW, Mableton, GA 30126, on **08/27/2025 at 12:00PM EST.**
A013 Matthew Merricks Household Furniture
A031 Shaneka Roberts Mattress, bed frames, several boxes, electronics
B12 Shawn Sims Miscellaneous items
F15C Shante Belton Furniture. Personal Items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5693 GPN-17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 4601 South Cobb Dr. SE Smyrna, GA 30080 **08/27/2025 at 3:00 p.m.**
4012: Sebastian Prospers - Household Goods
4050: Hope Alexander - Household Goods
4150: Enjolie Allen - Household Goods
5012: Juy Jurgensen - Boxes, Bins, & Racks
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5694 GPN-17
Storage Treasures Auction
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 1046 Richard D Sailors Pkwy, Powder Springs, GA 30127, **August 27, 2025 at 1:00 pm**
Dee Conley-Klun Unit 2117 Household items
Kierra Terry Unit 2119 Household goods
Genesis Palomino Unit 3005 boxes
Johanna Marin Unit 3147 Household goods
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5695 GPN-17
NOTICE OF SELF STORAGE SALE
Please take notice **Prime Storage - Marietta Delk Rd** located at **1155 Powers Ferry Place SE Marietta GA 30067** intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur as an online auction via www.selfstorageauction.com on **8/27/2025 at 12:00 P.M.** Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Lodei-dra Beckham unit #G16; Jorge Gonzalez unit #H30; Shawnaquest Ball unit #K06. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
8:8-2025

MDJ-5696 GPN-17
NOTICE OF SELF STORAGE SALE
Please take notice **Prime Storage - Acworth East** located at **2645 Hickory Grove Rd. Acworth GA 30101** intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur as an online auction via www.selfstorageauction.com on **8/27/2025 at 12:00 P.M.** Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Alexandra Engle unit #MF65. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
8:8-2025

MDJ-5697 GPN-17
NOTICE OF SELF STORAGE SALE
Please take notice **Prime Storage - Acworth East** located at **2645 Hickory Grove Rd. Acworth GA 30101** intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur as an online auction via www.selfstorageauction.com on **8/27/2025 at 12:00 P.M.** Unless stated otherwise the description of the contents are household goods, furnishings and garage essentials. Alexandra Engle unit #MF65. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
8:8-2025

8004 Public Sales/Auctions

MDJ-5698 GPN-17
GEORGIA Newspaper Advertisement STORAGE TREASURES AUCTION
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 2890 Cobb Parkway Nw, Kennesaw, GA 30152 **on August 26, 2025 at 4pm.**
Conrad Harley Unit# A007 Household items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5702 GPN-17
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 4902 Lake Acworth Dr Acworth, GA 30101. The auction will be held **August 26, 2025 at 10:00 am.**
Willie Hogan Unit H28 Household Furniture
Jamie Twyne Unit C80 Household Items
Jenna Doherty Unit 112 Household Items Clothes
Nancy Collett Unit E19 Collectables, Holiday Decorations, Medical Equipment
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5727 GPN-17
STORAGE TREASURES AUCTION
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **2619 Austell Rd SW, Marietta, GA 30008 on August 20th, 2025 at 12:00 pm.**
288 - Nesea Alexander: household Items
322 - Devonte Grace: household items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5728 GPN-17
PUBLIC AUCTION
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **6949 Mableton Pkwy SE, GA 30126, on 08/27/2025 at 12:00PM EST.**
1142 Julio Acosta
Gym equipment, weights, boxing bags, gym lockers, weight bench
2108 Michelle Brown
bed, dresser, non profit containers
1101 Amber Khan
household items, and garaged ppsicle equipment
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5784 GPN-17
ARK SELF STORAGE, pursuant to the Georgia Self Storage Facilities Act, shall conduct a public Auction of the contents of the following units to the highest bidder, at 1744 COBB PARKWAY MARIETTA, GA 30060 (770)-955-5128. The sale will be on **THURSDAY, August 28, 2025 at 1:00 P.M.**, in front of Metro Self Storage. Management reserves the right to withdraw units, items, and reject bids. All sales are final and must be paid for in cash. All units must be emptied and swept clean within 48 hours. All tools and equipment will be available for inspection at the time of the auction. If for any reason any unit is not sold on the above date, it will be sold at the next scheduled auction. Units contain household goods, furnishings, tools and other miscellaneous items, unless noted otherwise. Any vehicles that are auctioned will be sold as parts only; no titles are involved.
NAME UNIT - NICHOLE KOSTER E01
Clarence Loft E22
Scott Bowen E28
Alethia Sunders DD14
Scott Bowen D42
Scott Bowen D3
Scott Bowen D32
Mark Shorthouse C66
Kevin Boathe C23
Daniel Stewart B26
8:8-2025

MDJ-5831 GPN-17
STORAGE TREASURES AUCTION ONE FACILITY MULTIPLE UNITS
Extra Space Storage, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 2035 Powers ferry rd SE, Marietta GA, 30067 **August 28, 2025, at 10:00 am**
Yvettea Triplett Unit- 4008 Household Items
Terrance Horne Unit-4146 Household Items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5848 GPN-17
STORAGE TREASURES AUCTION
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **2619 Austell Rd SW, Marietta, GA 30008 on August 27th, 2025 at 12:00 pm.**
921: Broderick Walker- Household Items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5849 GPN-17
Storage Treasures Auction
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **4676 S Atlanta Rd SE, Atlanta, GA 30339; August 27, 2025 at 12:00 pm.**
Unit 1069 Alexia Benard Boxes
Unit 1116 Jeremy Little clothes and boxes
Unit 2049 Greg Berrouet Suitcases, boxes, other household items
Unit 2227 De Shon Carter Household items
Unit 2351 Lucius Williams Furniture
Unit 2358 A'nitia Greene Household Items
Unit 2391 Deimon Owens Washer/dryer
Unit 2591 Dawnise Baker Boxes, Bins, Bins, Bins
Unit 3563 Ionesha bed room clothes totes no furniture tv boxes
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

8004 Public Sales/Auctions

MDJ-5850 GPN-17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **5218 Oakdale Rd SE, Smyrna, GA 30082, on 8/27/2025 at 12:00PM EST.**
5054 3018 Rashar Knight
HOUSEHOLD ITEMS
5071 Angela Oakley
Old furnishings and boxes
5083 Jakera Michel
HOUSEHOLD ITEMS
6036 Bernishia Pinket
HOUSEHOLD ITEMS
7036 Nicholas Sneed
HOUSEHOLD ITEMS
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5856 GPN-17
NOTICE OF PUBLIC SALE
Notice is hereby given that PODS Enterprises, LLC, located at 3407 Florence Circle, Powder Springs, GA 30127, will sell the contents of certain containers at auction to the highest bidder to satisfy owner's lien. Auction will be held online at www.StorageTreasures.com starting on August 28, 2025 and ending on September 4, 2025. Contents to be sold may include general household goods, electronics, office & business equipment, furniture, clothing and other miscellaneous property. The name of the occupants and items to be sold are as follows: Yaqubw Muhammad (21394Vx)- Refrigerator, Boxes, Clothing, Miscellaneous Items; Jades Jackson (597B21)- luggage, bookshelf, bed frame and miscellaneous items; Melanie Cook (90534bX)- Trash can, Boxes, mattress, and miscellaneous items.
8:8,15-2025

MDJ-5858 GPN-17
NOTICE OF PUBLIC SALE
Windy Unit1 Storage will hold a public sale and auction to force a lien on said property, as described below, pursuant to the Georgia Storage Facility Act, Georgia Code Section 10-4-210 to 10-4-215. The auction will be held online at www.StorageTreasures.com on **August 7, 2025 at 10am and running until August 19, 2025 at 11am.** Call 770-435-2730 for more information. Management reserves the right to remove any unit from the auction to refuse any bids. All items are sold AS-IS, WHERE IS. Note: 6% sales tax is added unless tax certificate produced prior to sale. Unit 4 Khrista Cash - door slabs, an. Unit 25 Khrista Cash - art, misc. Unit 37 Tonia Cooke - Unit is FULL of household items, boxes, etc. Unit 70 Eddie Negron - chapsaw, ladder, metal drill press, tools, etc. Unit D3 Maria Melia - walkers, bar stools, misc. household
8:8,15-2025

MDJ-5860 GPN-17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated. Wednesday, **08/27/2025 at 1:00 pm** 10240 Veterans Memorial Hwy Lithia Springs, GA 30122
644 Roberto George Household Items
738 Matthew Kelly Household Items
778-D John Boyd Jr Household Items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ-5868 GPN-17
PUBLIC SALE
Pursuant to the Georgia Storage Facility Act, Alpha Omega Stor All shall Conduct a public sale on the following spaces at 4905 Oglesby Road Powder Springs, GA, 30127 on **August 25, 2025@ 1:30 pm.** Alpha Omega Stor All Reserves the right to exclude any item, for such sale and reject any bid.
0308 REBEKAH SIMPSON HOUSEHOLD GOODS
0315 GEORGE ROBINSON HOUSEHOLD GOODS
0342 DERIK CLEAVES HOUSEHOLD GOODS
0407 ANGELA LOUDERMILK HOUSEHOLD GOODS
0454 TOYIA GASQUE HOUSEHOLD GOODS
0617 EMARDRE BROWN HOUSEHOLD GOODS
0806 KERRY JACKSON HOUSEHOLD GOODS
0821 MAXINE BROWN HOUSEHOLD GOODS
0824 WANDA COLE HOUSEHOLD GOODS
0915 MICHAEL DESHAZIOR HOUSEHOLD GOODS
1003 CAVEL MURPHY-DIXON HOUSEHOLD GOODS
1101 VALERIA KING HOUSEHOLD GOODS
1104 MARY COLDREN HOUSEHOLD GOODS
1182 JERMEL JACKSON HOUSEHOLD GOODS
1182A PAULETTE SYBLIS-JONES HOUSEHOLD GOODS
8:8,15-2025

MDJ-5917 GPN-17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated. 795 Veterans Memorial Hwy SE Mableton, GA 30126
Wednesday, August 27th, 2025 at 12:30 pm
2144: Tara WALKER- Totes, racks, TV stand, head board, bed frame, boxes, clothes, furniture.
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15-2025

MDJ5245 GPN17
NOTICE OF PUBLIC SALE OF PERSONAL PROPERTY
Pursuant to the lien granted by the Georgia Self-Storage Facility Act, notice is hereby given that the undersigned self-storage units will be sold at a public sale by competitive bidding, to satisfy the lien of the Lessor, with Metro Storage LLC as managing agent for Lessor for rental and other charges due from the undersigned. The said property has been stored and is located at the respective address below. Units up for auction will be listed for public bidding on www.StorageTreasures.com beginning five days prior to the scheduled auction date and time. The terms of the sale will be by lot to the highest bidder for cash only. A 10% buyers premium will be charged per unit. All sales are final. Metro Self Storage LLC reserves the right to withdraw any or all units, partial or entire, from the sale at any time before the sale is sold as is, where is, and must be removed within 48 hours of the sale. Sale is subject to cancellation in the event of settlement between owner and obligated party.
8:8,15-2025

MDJ5245 GPN17
NOTICE OF PUBLIC SALE OF PERSONAL PROPERTY
Pursuant to the lien granted by the Georgia Self-Storage Facility Act, notice is hereby given that the undersigned self-storage units will be sold at a public sale by competitive bidding, to satisfy the lien of the Lessor, with Metro Storage LLC as managing agent for Lessor for rental and other charges due from the undersigned. The said property has been stored and is located at the respective address below. Units up for auction will be listed for public bidding on www.StorageTreasures.com beginning five days prior to the scheduled auction date and time. The terms of the sale will be by lot to the highest bidder for cash only. A 10% buyers premium will be charged per unit. All sales are final. Metro Self Storage LLC reserves the right to withdraw any or all units, partial or entire, from the sale at any time before the sale is sold as is, where is, and must be removed within 48 hours of the sale. Sale is subject to cancellation in the event of settlement between owner and obligated party.
8:8,15-2025

8004 Public Sales/Auctions

MDJ5493 GPN17
Storage Treasures Auction
ONE FACILITY - MULTIPLE UNITS
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **3720 Tramore Pointe Pkwy, Austell, GA 30106 on August 20th, 2025 at 1:00 P.M.**
1809 Jean Castro Household goods, TV, couch, bed.
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:1,8 2025

MDJ5496 GPN17
Storage Treasures Auction
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 1046 Richard D Sailors Pkwy, Powder Springs, GA 30127 **on August 20, 2025 at 1:00 pm**
Niclie Thompson Unit 2197
House hold goods
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:1,8 2025

MDJ5497 GPN17
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **1490 Terrell Mill Rd SE, Marietta, GA 30067 08-28-2025 @ 11:00am**
158. Tikenya Middlebrooks. Household items
1150 Simona Douglas. Household items
2040 One Stop Household Services LLC - Sherry Brown. Household items
2058. Paris Watkins. Household items
2171. Tryston williams. Household items
257. Latia Smith. Household items
275. Darryl Foster. Household items
3090. Tretone, Media Group - Lentrell McEachern. Household items
3140. Lariesh Sizemore. Household items
3213. Karen Jackson McClary. Household items
3217. Chrispin Manuel. Household items
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15 2025

MDJ5520 GPN-14
Extra Space Storage will hold a public auction to sell personal property described belowbelonging to those individuals listed below at the location indicated: **Wednesday, 08/20/2025 at 1:30 pm** 1587 Tibarron Pkwy SE Smyrna GA 30082.
1116 Richard Jones Jr
House Hold Items
1132 Princess Henderson
House Hold Items
1153 Madra Bolden
House hold items
1168 Nathan Howard
House Hold Items
1173 Andre Johnson
House Hold Items
1175 Ferol Hendricks
House Hold Items
1208 Ieashia Green
House Hold Items
2075 Christopher Sullivan
House Hold Items
2088 Frantz Champagne
House Hold Items
2132 LeTrese Freeman
House Hold Items
3035 Duwayne Myers
House Hold Items
3199 Adrienne Bailey
House Hold Items
4010 Baron Payne
House Hold Items
4064 Ricardo Mosby
House hold Items
4115 Joel Cope
House Hold Items
4172 Carl Nelson
House Hold Items
4192 Jason Bladley
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:1,8 2025

MDJ5573 GPN-17
NOTICE OF SALE
NOTICE IS HEREBY GIVEN that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under The Georgia Self Storage Facility Act. The undersigned will sell at public sale by competitive bidding on **Thursday the 14th day of August, 2025 at 10:00 AM** with bidding to take place on Lockerfox.com. Said property is **SecurCare Self Storage, 6800 Mableton Parkway, Mableton, GA, 30126** Kia Glover 325B Boxes, bags, clothes kitchenware cleaning supplies, Furniture, TV. Ledarius Haynes 703 Box leather Furniture, Ramisha Jones 231 Electronics Desk, Bags, Boxes of clothes, Exercise Equip. Purchases must be paid for at the time of purchase per facility policy. All purchased items are sold as is, where is, and must be removed within 48 hours of the sale. Sale is subject to cancellation in the event of settlement between owner and obligated party.
8:1,8-2025

MDJ5579 GPN-17
NOTICE OF SALE
NOTICE IS HEREBY GIVEN that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under The Georgia Storage Facility Act. The undersigned will sell at public sale by competitive bidding on **Thursday the 21st day of August, 2025 at 10:00 AM** with bidding to take place on Lockerfox.com. Said property is **SecurCare Self Storage, 523 Wythe Road Southeast, Marietta, GA, 30067** Cobb County Andrea Jackson 3038 boxes totes wall art chairs couch luggage laundry basket tv dog cage tires mattress table misc. items. Rodney Fletcher 1040 boxes, washer, bags, shoe boxes misc. items. Jessica Bruner 1051 boxes tote safe week Wacker dolly misc. items. Purchases must be paid for at the time of purchase per facility policy. All purchased items are sold as is, where is, and must be removed within 48 hours of the sale. Sale is subject to cancellation in the event of settlement between owner and obligated party.
8:8,15-2025

MDJ5636 GPN17
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **1987 Canton Road Marietta, GA 30066 on August 27th, 2025 at 11:00 am**
Teresa Scott Unit 133
3bdroom home fully furnished
Jordan holder Unit 1053
Couches, appliances, and bed, TV, kids toys, 3 bedroom + fully furnished
Deamora Walker Unit 2008
Tools/Appliances, Clothing
8:8,15-2025

8004 Public Sales/Auctions

MDJ5683 GPN17
Storage Treasures Auction ONE FACILITY MULTIPLE UNITS
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 3720 Tramore Pointe Pkwy, Austell, GA 30106 **on August 27th, 2025 at 1:00 P.M.**
0607 Coinmmerce Inc. Used and New Apparel
2110 Mandria Saunders Household Items
2512 Jessica Darby Household Goods
2621 Monica Hines Files and Boxes
2625 Amy Parker Totes
3222 Tu Truong Boxes
3409 Robert Washington Shoes
3811 Jonathan Davis bedroom set, desk, sofa, tv stand, washer, dryer
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.
8:8,15 2025

8005 Adoptions

MDJ-5809 GPN-1
IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA
IN RE: ELEGION OF MELISSA BROOK GENTRY HOUSTON
FOR THE ADOPTION OF WAYNE E. BROWN, a Minor CHILD
ADOPTION NO. 25A047-AGP
TO: SAMUEL ELKHART I, signed legal or putative father of the above named minor child to the mother, Jennifer Ann Brown; and John Doe and any unknown, unnamed biological father of the minor child. You are hereby notified that a Petition for Adoption respecting the above-named child has been filed in this Court. The Petition as to W.E.B. was filed by Melissa Brooke Gentry Houston on the 9th day of May, 2025. You may obtain a copy of the Petition from the Clerk of this Court, Cobb County Superior Court, 70 Haynes Street, Marietta, GA 30090, during regular business hours. If you have any questions concerning this notice, you may contact the Cobb County Superior Court Clerk's office at (770) 528-1800. Be advised that as biological father of the child, you have the right to all rights to the child and will neither receive notice nor be entitled to object to the adoption of the child unless, within 30 days of receipt of such notice, you file a written objection.
(1) A petition to legitimate the child pursuant to Code Section 19-7-22; and
(2) Notice of the filing of the petition to legitimate or acknowledgment of legitimation with the Clerk of the Court in which the action under this Code section, if any, is pending and to the person who provided such notice to such biological father.
Witness, the Honorable Judge of the Superior Court of Cobb County, Georgia,
This 31st day of July, 2025.
CLERK, SUPERIOR COURT OF COBB COUNTY
Patricia K. Buonadono
331 North Marietta Parkway
Marietta, GA 30060
(770) 294-5653
8:15,22-2025

8007 Clerk of Superior Court
MDJ-5874 GPN-14
IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA
MCCALLA RAYMER LEIBERT PIERCE, LLC,
Petitioner,
v.
AUBREY BELFLOWER, DEBRA LOVE BELFLOWER, NINA BELFLOWER, ACEY BELFLOWER, BELFLOWER, ACEY BELFLOWER, DAN MCCLURE MCGILL, AND ALL UNKNOWN CLAIMANTS
Respondents.
CIVIL ACTION FILE NO. : 23106521
Complaint filed August 22, 2023
Order Granting Motion to Serve Defendant Lacey Belflower by Publication dated July 29, 2025
TO: Lacey Belflower
NOTICE OF SERVICE BY PUBLICATION
The above-styled action regarding property commonly known as 4138 Honeysuckle Drive, Smyrna, Georgia 30082 was filed against you by Plaintiff via that certain Complaint filed on August 22, 2023. By Order for Publication entered on July 29, 2025, this Court ordered that service of process upon you be had by publication as provided by law. You are hereby required to file with the Clerk of this Court and to serve upon Plaintiff's attorney, Greg Krivo at, McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, Georgia 30076, an Answer to Plaintiff's Complaint within sixty (60) days from the date of the Order for Publication as set forth above. This 31 day of July, 2025.
DEPUTY CLERK, SUPERIOR COURT OF COBB COUNTY
Order prepared and presented by:
/s/Greg S. Krivo
Greg S. Krivo
Georgia Bar No. 527508
Attorney for Plaintiff
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076
(678)281-8508 (phone & facsimile)
Greg.krivo@mccalla.com (email)
8:8,15,22-2025

8011 State Court

MDJ-5837 GPN-14
IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA
CARLOS ALBERTO POLANCO MARROQUIN,
Plaintiff,
VS
KURT ANDREW MOORE, FEDEX CORPORATION, JOHN DOE 1, AND JOHN DOE 2, Defendant.
Civil Action Number: 25-A-3054-4
TO: KURT ANDREW MOORE
NOTICE OF PUBLICATION
By Order for Publication dated the 7th day of July 2025, you are hereby notified that on May 22, 2025, Carlos Alberto Polanco Marroquin, filed a Complaint against you. A box containing the Complaint and the Clerk of the State Court of Cobb County at 12 East Park Square, Marietta, GA 30090 and to serve upon plaintiff's attorney Robert L. Jenkins at 201 Peachtree St NE Suite 200 Atlanta, GA 30303 an answer in writing within sixty (60) days of the date of the Order for publication.
WITNESS The Honorable, Jane P. Manning, Judge of State Court.
This 31st day of July,
Tahnica Phillips, Clerk
State Court of Cobb County
8:8,15,22,29-2025

8020 Service/Construction Bids

MDJ-5284 GPN-05
Advertisement for Request for Proposals
Cobb County will receive Sealed Proposals for the **2025 Metro Atlanta Food Care Program (CACFP) and the Summer of Service Program (SFSP)** on **August 14, 2025 through the OpenGov Portal on the Cobb County Procurement Services' website.**
Cobb County Procurement Services Department
1828 West Oak Parkway
Marietta, Georgia 30062
No proposals will be

8004 Public Sales/Auctions

August 27, 2025 at 1:00 pm
Dee Conley-Klün Unit 2117 Household items
Kiera Terry Unit 2119 Household goods
Genesis Palomino Unit 3005 boxes
Johanna Marin Unit 3147 Household goods
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5698
GNP-17

GEORGIA Newspaper Advertisement STORAGE TREASURES AUCTION
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 2890 Cobb Parkway NW, Kennesaw, GA 30152 for **August 26, 2025 at 4pm**.
Conrad Harley Unit# A007 Household items
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5702

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 4902 Lake Acworth Dr Acworth, GA 30101. The auction will be held **August 26, 2025 at 10:00 am**.
Willie Hogan Unit H28 Household Furniture
Jamie Twyne Unit C80 Household Items
Jenna Doherty Unit 112 Household Items
Nancy Collett Unit E19 Collectables, Holiday Decorations, Medical Equipment
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5728
GNP-17

PUBLIC AUCTION
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **6949 Mableton Pkwy SE, Mableton GA 30126, on 08/27/2025 at 12:00PM EST.**
Julia Acosta
Gym equipment, weights, boxing bags, gym lockers, weight bench
2108
Michelle Brown
bed, dresser, non profit containers
1101
Amber Khan
household items, and garaged popsicle equipment
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5801
GNP-17

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated. **Wednesday, 09/03/2025 at 1:30 pm** 587 Tiborron Pkwy SE Smyrna GA 30082
1124 Corieal Caliste House Hold Items
2144 Aaron Maxwell House Hold Items
3178 Sean Carter House Hold Items
4116 Rickiesha March House hold Items
4201 Matthew Gibson House Hold Items
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:15,22-2025

MDJ-5803
GNP-17

Storage Treasures Auction ONE FACILITY MULTIPLE UNITS Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 3729 Tromore Pointe Pkwy, Austell, GA 30106 on **September 3rd, 2025 at 1:00 P.M.**
0501 Choice Fuqua House overflow boxes,loveseat,chair,table,kids items and storage cabinet
1505 Marcel Sossou Furniture
1608 Michael Watts Beds etc
2532 Kara Dungee House hold items, sofa, tv, dining set
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property

8:15,22-2025

MDJ-5830
GNP-17

Storage Treasures Auction
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed at the location indicated: 2090 Clay Rd, Austell, GA 30106 on **09/03/2025 9:12:00p.m.**
09 Donald Dugway Household goods
037 Charles Smith Household goods
130 Jeff White Household goods
194 Kenneth Emory Household goods
32 Felicia Bacon Household goods
360 Kenya Briggs Household goods
A154 Barbara Allison Youngblood Household goods
A19 Yanna Greene Household goods
A228 Lashanne Means Household goods
The auction will be listed and advertised on www.Storage treasures.com. Purchased must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:15,22-2025

MDJ-5831
GNP-17

STORAGE TREASURES AUCTION ONE FACILITY MULTIPLE UNITS
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 2035 Powers ferry rd SE, Marietta, Ga, 30067 **August 28, 2025, at 10:00 am**
Yolanda Triplett Unit- 4008 Household Items
Terrance Horne Unit-4146 Household Items
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5848
GNP-17

STORAGE TREASURES AUCTION
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **2619 Austell RD SW, Marietta, GA 30008 on August 27th, 2025 at 12:00 pm.**
921: Broderick Walker- Household items
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

8004 Public Sales/Auctions

MDJ-5849
GNP-17

Storage Treasures Auction
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: 4676 S. Atlanta Rd SE, Atlanta, GA 30339; **August 27, 2025 at 10:00 pm**
Unit 1069 Alex Benard
Boxes, small furniture
Unit 1116 Jeremy Little
clothes and boxes
Unit 2049 Greg Berrouet
Suitcases, boxes, other household items
Unit 2227 De Shon Carter
Household items
Unit 2331 Lucius Williams
Furniture
Unit 2358 A'nitia Greene
Household items
Unit 2391 Deimon Owens
Washer/dryer
Unit 2591 Dawnise Baker
2 bedroom, Boxes, Bins, Bags
Unit 3563 lison Innes
bed room clothes totes no furniture tv
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property

8:8,15-2025

MDJ-5850
GNP-17

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **5218 Oakdale Rd SE, Smyrna, GA 30082, on 8/27/2025 at 12:00PM EST.**
5054
3018 Roshar Knight
HOUSEHOLD ITEMS
5071 Angela Oakley
Olive urrhings and boxes
5083 Jakera Michal
HOUSEHOLD ITEMS
6036 Bernisha Pinket
HOUSEHOLD ITEMS
7025 Nicholas Street
HOUSEHOLD ITEMS
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5856

NOTICE OF PUBLIC SALE
Notice is hereby given that PODS Enterprises, LLC, located at 3407 Florence Circle, Powder Springs, GA 30127, will sell the contents of certain containers at auction to the highest bidder to satisfy owner's lien. Auction will be held online at www.StorageTreasures.com starting on August 28, 2025 and ending on September 4, 2025. Contents to be sold may include general household goods, electronics, office & business equipment, furniture, clothing and other miscellaneous property. The name of the occupants and AS-IS, WHERE IS, are as follows:
Yaqub Muhammad (21394VX)- Refrigerator, Boxes, Clothing and miscellaneous items; Lourdes Jackson (597b21) luggage, bookshelf, bed frame and miscellaneous items; Melanie Cook (90534bX)- Trash cans, Boxes, mattress, and miscellaneous items.

8:8,15-2025

MDJ-5858
GNP-17

NOTICE OF PUBLIC SALE
Windy Hill Storage will hold a public sale and auction to sell personal property, as described below, pursuant to the Georgia Storage Facility Act, Georgia Code Section 10-4-210 to 10-4-215. The auction will be held online at www.StorageTreasures.com beginning **on August 7, 2025 at 10am and running until August 19, 2025 at 11am.** Call 770-435-2730 for more information. Management reserves the right to remove any unit from sale and/or to refuse any bids. All items are sold AS-IS, WHERE IS. Note: 6% sales tax is added unless tax certificate produced prior to sale.
Unit 4 Khrista Cash - door slabs, antiques, ladder, misc.
Unit 25 Khrista Cash - art, misc.
Unit 37 Tony Cooke - Unit is FULL of household items, boxes, etc.
Unit 70 Eddie Negron - chopswa, ladder, mini drill press, misc. tools, etc.
Unit 8 John Brown - lawnmower, walkers, bar stools, misc. household

8:8,15-2025

MDJ-5860
GNP-17

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated. **Wednesday, 08/27/2025 at 1:00 pm** 10240 Veterans Memorial Hwy Lithia Springs, GA 30122
644 Roberto George Household Items
738 Matthew Kelly Household Items
750 D John Boyd Household Items
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5868
GNP-17

PUBLIC SALE
Pursuant to the Georgia Storage Facility Act, Alpha Omega Stor All shall Conduct a public sale on the following spaces at 4905 Oglesby Road Powder Springs, GA, 30126 on **August 25, 2025@ 1:30 pm.** Alpha Omega Stor All reserves the right to exclude any item, for such sale and reject any bid.
0308 REBEKAH SIMPSON HOUSEHOLD GOODS
0315 GEORGE ROBINSON HOUSEHOLD GOODS
0354 DERIK CLEAVES HOUSEHOLD GOODS
0407 ANGELA LOUDERMILK HOUSEHOLD GOODS
0454 TOYIA GASQUE HOUSEHOLD GOODS
0617 EMARDRE BROWN HOUSEHOLD GOODS
0806 KERRY JACKSON HOUSEHOLD GOODS
0821 MAXINE BROWN HOUSEHOLD GOODS
0824 WANDA COLE HOUSEHOLD GOODS
0915 MICHAEL DESHAZIOR HOUSEHOLD GOODS
1003 CAVEL MURPHY-DIXON HOUSEHOLD GOODS
1102 VALERIA KING HOUSEHOLD GOODS
1104 MARY COLDREN HOUSEHOLD GOODS
1182 JERMEL JACKSON HOUSEHOLD GOODS
1182A GOAULETTE SYBLIS-JONES HOUSEHOLD GOODS
8:8,15-2025

MDJ-5917
GNP-17

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **1046 Richard D Sailors Pkwy, Powder Springs, GA 30123; September 3, 2025 at 1:00 pm**
Takiia Thompson Unit 2003 Household Items
Wanda Nuckles Unit 2028 Glassware, dishes, clothes, and furniture
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15-2025

MDJ-5977

Storage Treasures Auction
Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **1046 Richard D Sailors Pkwy, Powder Springs, GA 30123; September 3, 2025 at 1:00 pm**
Takiia Thompson Unit 2003 Household Items
Wanda Nuckles Unit 2028 Glassware, dishes, clothes, and furniture
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:15,22-2025

8004 Public Sales/Auctions

MDJ-5978
GNP-17

NOTICE OF PUBLIC SALE
The undersigned pursuant to the Georgia Self-Storage Facility Act, Georgia Code Sections 10-4-210 to 10-4-215 will sell at a Public Sale in Cobb County, State of Georgia at **Hwy 5 Self Storage, 4945 Canton Road NE, Marietta, GA 30066, 4676 S. Atlanta Rd SE, Atlanta, GA 30339; August 27, 2025 at 11:00 am sharp** for the following units:
UNIT 021 JEFFREY STEPHENS MISC. ITEMS
UNIT 103 FRANCISCO ORTIZ MISC. ITEMS
UNIT 108 JOSEPH HOLLAND MISC. ITEMS
UNIT 166 DAKOTA BOLZ MISC. ITEMS
UNIT 176 RONALD SHAW MISC. ITEMS
UNIT 443 HELLENA HAMMONDS MISC. ITEMS
8:15,22-2025

MDJ-6008
GNP-17

STORAGE TREASURES AUCTION
Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **2619 Austell RD SW, Marietta, GA 30008 on September 3rd, 2025 at 12:00 pm.**
1027: Ana Valle- Household items
409: MARY PATRON- Household items
816: Leslie Ivy- Household items
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:15,22-2025

MDJ-6018
GNP-17

Notice is hereby given that pursuant to the states self-storage act, Morningstar Storage of Sandy Plains located at 3420 Sandy Plains Road, Suite 200, Marietta, GA, 30062, will hold an online public auction of the following units with stored property being held to satisfy a property owners lien at www.storageauctions.com. The final sale will be held on **09/02/2025 at 12:00PM.** The following units will be up for auction:
1076 Monique Nikolov Household goods and Misc items
8:15,22-2025

MDJ-5947
gnp17

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **1490 Terrell Mill Rd SE, Marietta, GA 30067 08-28-2025 @ 11:00am**
158. Tikanya Middlebrooks. Household items
1150. Simona Douglas. Household items
2044. One Stop Household Services LLC - Sherry Brown. Household items
2058. Paris Watkins. Household items
2171. Trystan williams. Household items
257. Larita Smith. Household items
275. Darryl Foster. Household items
3090. Trefone Media Group - Lentrrell McEachern. Household items
3140. Lariesh Sizemore. Household items
3213. Karen Jackson McClary. Household items
3217. Chrispin Manuel. Household items
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15 2025

MDJ5636
gnp17

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **1987 Canton Road Marietta, GA 30066 on August 27th, 2025 at 11:00 am**
Teresa Scott
3bdroom home fully furnished
Jordan holder
Unit 1053
Couches, appliances, and bed. Tv, kids toys. 5 bedroom + fully furnished
Deampro Walker
Unit 2008
Tools/Appliances, Clothing
8:8,15-2025

MDJ5638
gnp17

Storage Treasures Auction ONE FACILITY MULTIPLE UNITS Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated: **3720 Tromore Pointe Pkwy, Austell, GA 30106 on August 27th, 2025 at 1:00 P.M.**
0607 Commerce Inc. Used and New Apparel
2110 Mandra Saunders Household Items
2512 Jessica Darby Household Goods
2621 Monica Hines Files and Boxes
2625 Amyarker Totes
3222 Truone Brown Household Items
3609 Robert Washington Shoes
3811 Jonathan Davis bedroom set, desk, sofa, tv stand, washer, dryer
The auction will be listed and advertised on www.storage treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

8:8,15 2025

8005 Adoptions

MDJ-5809
GNP-17

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA
IN RE: ELECTION OF
MELISSA BROOKE GENTRY
HOUSTON
FOR THE ADOPTION OF
WAYNE E. BROWN, a Minor Child
ADoption NO. 25A047-AGP
TO: BILLY ELKHART, alleged legal or putative father of the above-named minor child to the mother, Jennifer Ann Brown; and John Doe and any unknown, unnamed biological father of the minor child.
You are hereby notified that a Petition for Adoption respecting the above-named child has been filed in this Court. The Petition as to W.E.B. was filed by Melissa Brooke Gentry Houston on the 9th day of May, 2025.
You may obtain a copy of the Petition from the Clerk of this Court, Cobb County Superior Court, 70 Haynes Street, Marietta, GA 30090, during regular business hours. If you have any questions concerning this notice, you may contact the Cobb County Superior Court Clerk's office at (770) 528-1800.
Be advised, that as biological father who is not the legal father, you lose all rights to the child and will neither receive notice nor be entitled to object to the adoption of the child unless, within 30 days of receipt of such notice, you file:
(1) A petition to legitimize the child pursuant to Code Section 19-7-22; and
(2) Notice of the filing of the petition to legitimize or acknowledgment of legitimacy with the court which the action under this Code section, if any, is pending and to the person who provided such notice to such biological father.

Witness, the Honorable Judge of the Superior Court of Cobb County, Georgia.
This 31st day of July, 2025.
CLERK, SUPERIOR COURT OF COBB COUNTY
Patricia L. Elkhart
331 North Marietta Parkway
Marietta, GA 30060
(770) 294-5653
8:8,15,22-2025

8007 Clerk of Superior Court

MDJ-5874
GNP-14

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA
MCCALLA RAYMOND LEIBERT PIERCE, LLC,
Petitioner,
v.
AUBREY BELFLOWER, DEBRA LOVE BELFLOWER, NINA BELFLOWER, LACEY BELFLOWER, DAN MCCLURE MCGILL, AND ALL UNKNOWN CLAIMANTS
Respondents.
CIVIL ACTION FILE NO.: 23104521
BEFORE LANCE L. CURTNEY, Jr., Order Granting Motion to Serve Defendant Lacey Belflower by Publication dated July 29, 2025
TO: Lacey Belflower

8007 Clerk of Superior Court

NOTICE OF SERVICE BY PUBLICATION

The above-styled action regarding property commonly known as 4138 Honeyuckle Drive, Smyrna, Georgia 30082 was filed against you by Plaintiff via that certain Complaint filed on August 22, 2023. By Order for Publication entered on July 29, 2025, this Court ordered that the service of process upon you be had by publication as provided by law. You are hereby required to file with the Clerk of this Court and to serve upon Plaintiff's attorney, Greg Krivo, Esq., 2550 Peachtree Parkway, Pierce, LLC, 1544 Old Alabama Road, Roswell, Georgia, 30076, an Answer to Plaintiff's Complaint within sixty (60) days from the date of the Order for Publication as set forth above. This 31 day of July, 2025.

DEPUTY CLERK, SUPERIOR COURT

Order prepared and presented by:
/s/Greg S. Krivo
Greg S. Krivo, 2550 Peachtree Parkway
Georgia Bar No. 527508
Attorney for Plaintiff
McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Road
Roswell, Georgia 30076
(678)281-8908 (office) & facsimile
Greg.krivo@mccalla.com (email)
8:8,15,22,29-2025

MDJ-6063
GNP-14

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA
Petitioner: Fantasya Carter and Respondent: Loshauin Coleman
To: Loshauin Coleman
5005 Hawthorne Ct. Unit 1
Smyrna, GA 30088
Civil Action File No.: 25CV3470
NOTICE OF PUBLICATION
By Order of Publication dated the 1st day of August, 2025, you are hereby notified that on the 9th day of May, 2025, Fantasya Carter filed suit against you for Petition for Dissolution of Marriage. You are required to file with the Clerk of Superior Court, and to serve upon the petitioner, Fantasya Carter 2213 McQuiston Dr. SW Marietta, GA 30064 on or before August 27, 2025, within sixty (60) days of the date of the Order of Publication.

WITNESS, the Honorable Henry R. Thompson
Judge of this Superior Court
This 6th day of August, 2025
DEPUTY CLERK,
Superior Court of Cobb County
Fantasya Carter
2213 McQuiston Dr. SW
Marietta, GA 30064
8:15,22,29; 9:5-2025

8011 State Court

MDJ-5837
GNP-17

IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA
CARLOS ALBERTO POLANCO
MARROQUIN,
Plaintiff,
v.
KURT ANDREW MOORE,
FEDEX CORPORATION,
JOHN DOE 1, AND JOHN DOE 2,
Defendant.
Civil Action File No: 25-A-3054-4
TO: KURT ANDREW MOORE,
NOTICE OF PUBLICATION
By Order for service by publication dated the 7th day of July 2025, you are hereby notified that on May 22, 2025, Carlos Alberto Polanco, Plaintiff, filed a Complaint against you. You are required to file with the Clerk of the State Court of Cobb County at 12 East Park Square, Marietta, GA 30090 and to serve upon Plaintiff's attorney, Robert L. Jenkins at 201 Peachtree St NW Suite 200 Atlanta, GA 30303 an answer in writing within sixty (60) days of the date of the Order for publication.

WITNESS The Honorable, Jane P. Manning, Judge of State Court.
This 31st day of July,
Tahnicia Phillips, Clerk
State Court of Cobb County
8:8,15,22,29-2025

8020 Service/Construction Bids

MDJ-5555
GNP-5

CITY OF KENNESAW
INVITATION TO BID
Sealed bids will be received by the City of Kennesaw, City Clerk's Office, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144, until 1:00 p.m. EDT on Wednesday, August 27, 2025, for the rehabilitation of the drainage pipes as shown on the attached exhibits. Bids received after the deadline will not be considered.
The project generally includes furnishing all labor, material, equipment for construction and related improvements for subject project. Work includes the rehabilitation of the pipe segments as shown on the attached exhibits. The repair method for this project can be a cured in place pipe lining or a spray in lining system.
A MANDATORY pre-bid meeting will be held at 1:00 p.m. EDT on Wednesday, August 27, 2025, for the rehabilitation of the drainage pipes as shown on the attached exhibits. Bids received after the deadline will not be considered.
Copies of the bid document may be obtained by contacting the City Clerk at latvarez@kennesaw-ga.gov no later than twenty-four (24) hours prior to the mandatory meeting.
Copies of the bid document may be obtained by contacting the City Clerk at latvarez@kennesaw-ga.gov no later than twenty-four (24) hours prior to the mandatory meeting.
Copies of the bid document may be obtained by contacting the City Clerk at latvarez@kennesaw-ga.gov no later than twenty-four (24) hours prior to the mandatory meeting.

No bid will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the bid made pursuant to the City of Kennesaw. The successful bidder shall be required to furnish a contract performance bond equal to one hundred percent (100%) of the contract price and a payment bond equal to one hundred ten percent (110%) of the contract price with the terms and surety to be approved by the City of Kennesaw; and furnish satisfactory proof of carriage of the insurance required by the specifications in the specifications are approximate only and this bid is based on a lump sum price. It is also understood the contract sum will only increase or decrease by a change in the project scope and change order approved by the City. It is further understood and agreed upon the unit prices provided in the Specification Section shall apply to any increase or decrease in quantities caused by a change in project scope. No Bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. If the successful bidder will be notified by the City of acceptance of the bid. The successful bidder must submit an executed CONTRACT and Certificate of Insurance before a Notice to Commencement can be issued. Upon receipt of the Notice to Commence, the successful bidder shall begin work with the adequate force and equipment within thirty (30) days. A lump sum payment will be made to the contractor upon completion and certification by the Public Works Project Manager that the work has been satisfactorily completed. The City of Kennesaw reserves the right to reject any or all bids, to waive informalities and to re-advertise. The City of Kennesaw also reserves the right to reject bids which are non-conforming or to reopen the bidding if all 300 days in excess of funds available for the Project.

7:25; 8:8,15-2025

MDJ-5718
GNP-5

ADVERTISEMENT FOR BIDS
2022 TRANSPORTATION IMPROVEMENTS PROGRAM
COBB COUNTY, GEORGIA
COBB COUNTY DOT
FOR
COBB COUNTY BOARD OF COMMISSIONERS
Electronic bids will be received via Bid Express at www.bidexpress.com on behalf of the Cobb County Board of Commissioners until **12:00 noon on August 28, 2025**, for furnishing all labor, material, equipment and other things necessary for the complete construction of the project.
Project No/Project Name: B2711 / West Sandtown Road Sidewalk (South)
Project Description: The project will fill-in-the-gap in existing sidewalk on the west side of West Sandtown Road, between Brookwest Drive and Addie Pond Way.
Project Duration: The time allowed for performance of the project will be 300 days from issuance of Notice to Proceed.
Prebid Conference Date / August 19, 2025
Time / Location: 9:30 a.m., Cobb County DOT / Virtual Teleconference
Bid Opening Date / August 28, 2025
Time / Location: 2:00 p.m., Cobb County Procurement Services
1828 West Oak Parkway
Marietta, GA 30062
Bid document Cost: Can be purchased through Bid Express at www.bidexpress.com
Plan Sets may be downloaded from: http://docs.cobbegov.org/B2711_West-SandtownRdSouth.pdf



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: September 29, 2025

TITLE: **Resolution: Accepting Dedication of Streets in East Park Village**
Consideration for approval of a Resolution accepting dedication of streets in East Park Village.

Summary:

The Developer of East Park Village has requested the dedication of two streets to the City of Kennesaw. The streets to be dedicated are Maple Drive, an area of 0.97 acres with varying Right of Way, and Russell Drive, an area of 0.32 acres with 40' of Right of Way. The construction of the streets and the installation of the storm system were inspected by the City while the development was being built to ensure that all was to City standards and specifications. All inspections were passed and approved. The street has since gone through the one-year warranty period and re-inspection. Public Works is now satisfied that the street can be accepted.

Recommendation:

The Public Works Director recommends the acceptance of the streets and requests the Mayor and Council approve the Resolution for dedication of the streets.

Fiscal Impact:

Attachments:

1. RES 2025- Maple and Russell Dedication
2. Road Dedication Request Letter 9.11.25 pdf
3. East-Park-Dedication-Deed-Maple 9.9.25
4. MAPLE DRIVE RW EX AND LEGAL
5. East-Park-Dedication-Deed-Russell 9.9.25
6. RUSSELL DRIVE CONNECTOR RW EX AND LEGAL

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-____

RESOLUTION TO ACCEPT DEDICATION OF STREETS IN EAST PARK VILLAGE

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

WHEREAS, the City has been requested to accept the dedication of streets within East Park Village; and

WHEREAS, the streets to be dedicated are Maple Drive, an area of 0.97 acres with varying Right of Way, and Russell Drive, an area of 0.32 acres with 40' of Right of Way; and

WHEREAS, the Public Works Department has inspected and approved the construction for compliance to City standards and specifications.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to accept the dedication of streets as shown in the attached plats and legal descriptions.

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

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of October 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



4983 New Peachtree Rd, Suite B
Chamblee, GA 30341,

11th September 2025,

City of Kennesaw, Public Works

Dear Mr. Stewart,

Please accept this letter as a request for the City of Kennesaw to accept, fee simple the right of way for *Russell Drive Connector* located in land lot 99, 20th district 2nd section and *Maple Drive* located in land lot 99, 20th district 2nd section, City of Kennesaw, Cobb County, GA.

Kind Regards,

A handwritten signature in black ink, consisting of a large, stylized 'N' followed by a horizontal line and a small flourish.

Nicholas Ashdown
Tellus Partners.

nashdown@tellus-partners.com

[Space Above This Line For Recording]

STATE OF GEORGIA
COUNTY OF COBB

After recording, return to:
Byron B. Howell, P.A.
10332 Green Links Dr.
Tampa, FL 33626

Parcel Identification Number: 20009904380

LIMITED WARRANTY DEED

THIS INDENTURE, is made as of the 10th day of September, 2025, by and between EAST PARK JV, LLC, a Georgia limited liability company ("Grantor"), and The City of Kennesaw ("Grantee"); the words "Grantor" and "Grantee" to include the successors and assigns of said parties where the context requires or permits.

WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable considerations in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cobb and State of Georgia known and described as follows, to wit:

See exhibits attached hereto as Exhibit "A" and "Exhibit "B".

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

Grantor WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same by, through or under it, subject to the items listed on Exhibit "C" attached hereto, but not otherwise.

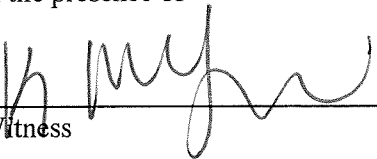
The real estate conveyed hereby shall only be used as a public road and by this instrument Grantor does dedicate this real estate for public use as a public road.

[Signature Appears on Next Page]

IN WITNESS WHEREOF, Grantor has caused this Indenture to be signed, sealed and delivered to Grantee, the day and year first above written.

"GRANTOR":

Signed, sealed and delivered
in the presence of



Witness



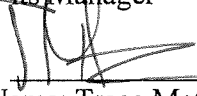
Notary Public

My commission expires: May 10, 2029

AFFIX NOTARY SEAL

EAST PARK JV, LLC,
a Georgia limited liability company,

By: Varden Capital Properties, LLC,
a Florida limited liability company,
its Manager

By: 

Print Name: Trace McCreary
Title: Manager

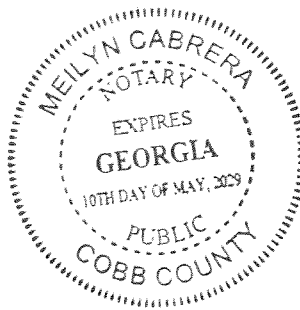


EXHIBIT "A" TO LIMITED WARRANTY DEED

ATTACHED

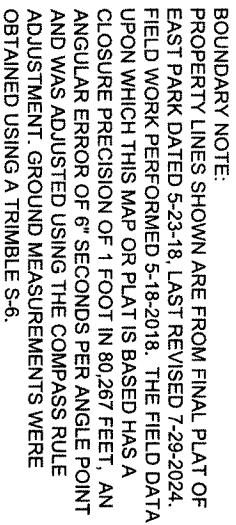
EXHIBIT "B" TO LIMITED WARRANTY DEED

ATTACHED

EXHIBIT "C" TO LIMITED WARRANTY DEED

Permitted Deed Exceptions

1. Current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable; and
2. All matters of record as of the date hereof.



CITY OF KENNESAW

EAST PARK

LOCATED IN LAND LOT 99, 20TH DISTRICT,

2ND SECTION

CITY OF KENNESAW, COBB COUNTY, GEORGIA

CLOSURE: 1/ 115,849

MARIETTA, GA 30064
PHONE - 770.424.7168
FAX - 770.424.7593
www.gaskinsleecraw.com

VCP KENNESAW, LLC & #
VCP KENNESAW PCB, LLC
D.B. 16140, PG. 2788
TAX PARCEL #20-00990-4330
1875 MAPLE DR.

N ~ F
VCP KENNESAW
VCP KENNESAW
D.B. 16140, P
TAX PARCEL #20-0
#1880 MAPLE

SURVEY INFO:

DRAWN BY: MAN

REVIEWED BY: DCO

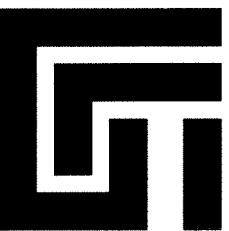
FIELD DATE: 5/17/18

OFFICE DATE: 8/27/25

JOB #: #10930001.000

SHEET TITLE

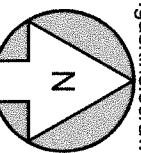
1 OF 3



GASKINS +LECRAW

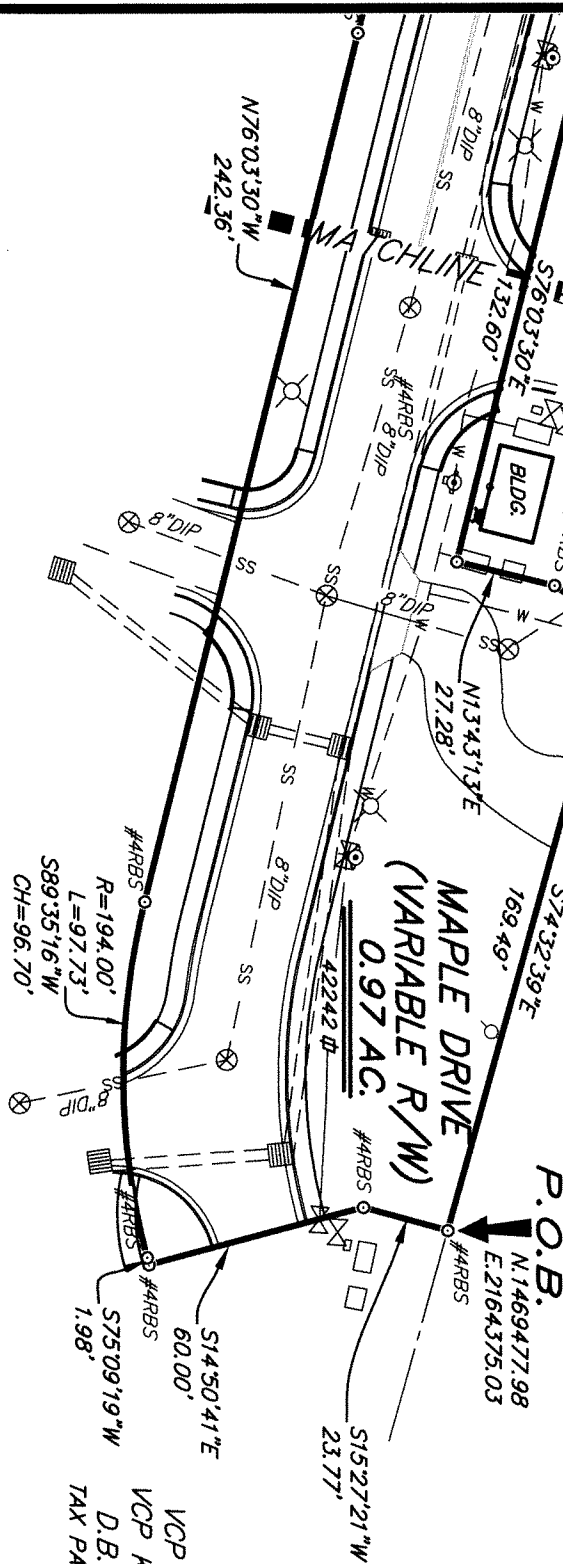
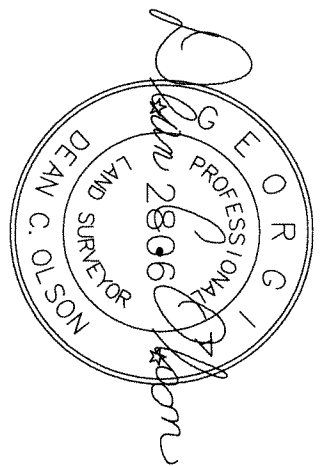
LSF 001371

GRID NORTH, GEORGIA WEST ZONE



N ~ F
 VCP KENNESAW, LLC &
 VCP KENNESAW PCB, LLC
 D.B. 16140, PG. 2788
 TAX PARCEL #20-00990-4320
 #1880 MAPLE DRIVE 8"

N ~ F
 MOUNTAIN MANAGEMENT
 SYSTEMS
 D.B. 13576, PG. 5556
 TAX PARCEL #20-00990-0430



N ~ F
 VCP KENNESAW, LLC &
 VCP KENNESAW PCB, LLC
 D.B. 16140, PG. 2788
 TAX PARCEL #20-00990-4330
 1875 MAPLE DR.

EXHIBIT 'A'

RIGHT OF WAY DEDICATION EXHIBIT FOR:

CITY OF KENNESAW

PROJECT LOCATION

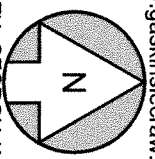
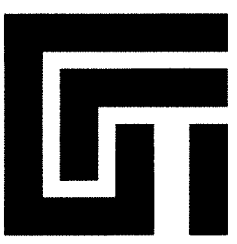
EAST PARK

TAX PARCEL # 20-00990-4380

LOCATED IN LAND LOT 99, 20TH DISTRICT,
 2ND SECTION
 CITY OF KENNESAW, COBB COUNTY, GEORGIA

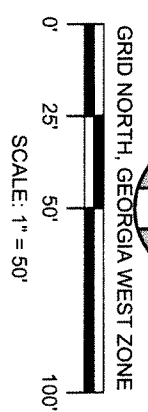
PREPARED IN THE OFFICE OF:

© 2022 GASKINS + LECRAW, INC.
 1266 POWDER SPRINGS RD SW
 MARIETTA, GA 30064
 PHONE - 770.424.7168
 FAX - 770.424.7593
 www.gaskinslecraw.com



**GASKINS
 + LECRAW**

LSF 001371



SURVEY INFO:

DRAWN BY:	MAN
REVIEWED BY:	DCO
FIELD DATE:	5/17/18
OFFICE DATE:	8/27/25
JOB #:	#10930001.000
SHEET TITLE	

2 OF 3

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY (A.K.A. CHALKER ROAD, PUBLIC, VARIABLE R/W) AND THE EXISTING EASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET (PUBLIC, VARIABLE R/W);

THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY NORTH 88 DEGREES 59 MINUTES 44 SECONDS EAST 148.31 FEET TO A #4 REBAR SET AT THE INTERSECTION OF SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY AND THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY;

THENCE LEAVING SAID INTERSECTION AND CONTINUING ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY THE FOLLOWING COURSES AND DISTANCES:

NORTH 88 DEGREES 59 MINUTES 44 SECONDS EAST 26.80 FEET TO A #4 REBAR FOUND;

THENCE NORTH 86 DEGREES 47 MINUTES 26 SECONDS EAST 148.00 FEET TO A #4 REBAR SET;

THENCE NORTH 86 DEGREES 47 MINUTES 26 SECONDS EAST 67.94 FEET TO A #4 REBAR SET;

THENCE SOUTH 86 DEGREES 58 MINUTES 04 SECONDS EAST 1.87 FEET TO A #4 REBAR SET AT THE INTERSECTION OF SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY AND THE WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE (PUBLIC, 40' R/W);

THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG SAID WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 07 DEGREES 05 MINUTES 11 SECONDS EAST 209.08 FEET TO A #4 REBAR SET;

THENCE SOUTH 04 DEGREES 04 MINUTES 56 SECONDS EAST 41.51 FEET TO A #4 REBAR SET;

THENCE SOUTH 05 DEGREES 55 MINUTES 25 SECONDS EAST 65.31 FEET TO A #4 REBAR SET AT THE PROPOSED LIMITS OF THE ABANDONED WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE AND FOLLOWING ALONG THE ABANDONED RIGHT OF WAY LINE OF GRANT DRIVE NORTH 84 DEGREES 04 MINUTES 35 SECONDS EAST 41.98 FEET TO A 1/2" OPEN TOP PIPE FOUND AT THE ABANDONED EASTERLY RIGHT OF WAY LINE OF GRANT DRIVE;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRANT DRIVE SOUTH 82 DEGREES 05 MINUTES 41 SECONDS EAST 286.33 FEET TO A 1" OPEN TOP PIPE FOUND;

THENCE SOUTH 01 DEGREES 01 MINUTES 09 SECONDS WEST 126.22 FEET TO A 1" OPEN TOP PIPE;

THENCE SOUTH 00 DEGREES 38 MINUTES 37 SECONDS WEST 100.32 FEET TO A #5 REBAR FOUND;

THENCE SOUTH 00 DEGREES 48 MINUTES 55 SECONDS WEST 91.19 FEET TO A #4 REBAR SET;

THENCE NORTH 89 DEGREES 16 MINUTES 37 SECONDS WEST 57.35 FEET TO A #4 REBAR SET;

THENCE NORTH 75 DEGREES 58 MINUTES 47 SECONDS WEST 429.19 FEET TO A #4 REBAR SET;

THENCE SOUTH 14 DEGREES 01 MINUTES 13 SECONDS WEST 53.69 FEET TO A #4 REBAR SET;

THENCE SOUTH 26 DEGREES 38 MINUTES 38 SECONDS WEST 124.00 FEET TO A #4 REBAR SET;

THENCE NORTH 74 DEGREES 32 MINUTES 39 SECONDS WEST 59.17 FEET TO A #4 REBAR SET HAVING GEORGIA STATE PLAIN COORDINATES (GA. WEST ZONE) OF N. 1469477.98 AND E. 2164375.03, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE FOLLOWING ALONG THE PROPERTY LINE OF VCP KENNESAW, LLC & VCP KENNESAW PCB, LLC THE FOLLOWING COURSES AND DISTANCES:

SOUTH 15 DEGREES 27 MINUTES 21 SECONDS WEST 23.77 FEET TO A #4 REBAR SET;

THENCE SOUTH 14 DEGREES 50 MINUTES 41 SECONDS EAST 60.00 FEET TO A #4 REBAR SET;

THENCE SOUTH 75 DEGREES 09 MINUTES 19 SECONDS WEST 1.98 FEET TO A #4 REBAR SET;

THENCE RUNNING ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 97.73 FEET, WITH A RADIUS OF 194.00 FEET, SUBTENDED BY A CHORD OF 96.70 FEET, WITH A CHORD BEARING OF SOUTH 89 DEGREES 35 MINUTES 16 SECONDS WEST TO A #4 REBAR SET;

THENCE NORTH 76 DEGREES 03 MINUTES 30 SECONDS WEST 242.36 FEET TO A #4 REBAR SET;

THENCE RUNNING ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 147.64 FEET, WITH A RADIUS OF 830.00 FEET, SUBTENDED BY A CHORD OF 147.75 FEET, WITH A CHORD BEARING OF NORTH 70 DEGREES 58 MINUTES 01 SECONDS WEST TO A #4 REBAR SET;

THENCE NORTH 65 DEGREES 52 MINUTES 15 SECONDS WEST 113.83 FEET TO A #4 REBAR SET THE EASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET (PUBLIC, VARIABLE R/W);

THENCE FOLLOWING ALONG THE EASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET NORTH 24 DEGREES

07 MINUTES 45 SECONDS EAST 60.00 FEET TO A #4 REBAR SET;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET AND FOLLOWING ALONG THE PROPERTY LINE OF VCP KENNESAW, LLC & VCP KENNESAW PCB, LLC THE FOLLOWING COURSES AND DISTANCES:

SOUTH 65 DEGREES 52 MINUTES 15 SECONDS EAST 113.83 FEET TO A #4 REBAR SET;

THENCE RUNNING ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 136.97 FEET, WITH A RADIUS OF 770.00 FEET, SUBTENDED BY A CHORD OF 136.79 FEET, WITH A CHORD BEARING OF SOUTH 70

DEGREES 58 MINUTES 01 SECONDS EAST TO A #4 REBAR SET;

THENCE SOUTH 76 DEGREES 03 MINUTES 30 SECONDS EAST 132.60 FEET TO A #4 REBAR SET;

THENCE NORTH 13 DEGREES 43 MINUTES 13 SECONDS EAST 27.28 FEET TO A #4 REBAR SET;

THENCE NORTH 36 DEGREES 16 MINUTES 27 SECONDS EAST 19.97 FEET TO A 1" OPEN TOP PIPE FOUND;

THENCE FOLLOWING ALONG THE PROPERTY LINE OF MOUNTAIN MANAGEMENT SYSTEMS SOUTH 74 DEGREES

32 MINUTES 39 SECONDS EAST 169.49 FEET TO A #4 REBAR SET, SAID POINT BEING THE TRUE POINT OF

BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.97 ACRES (42,242 S.F.) MORE OR LESS.

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

RIGHT OF WAY DEDICATION LEGAL DESCRIPTION FOR:

CITY OF KENNESAW

PROJECT LOCATION

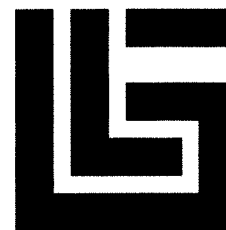
EAST PARK

TAX PARCEL # 20-00990-4380

LOCATED IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION
CITY OF KENNESAW, COBB COUNTY, GEORGIA

EXHIBIT 'B'

PREPARED IN THE OFFICE OF:



GASKINS + LECRAW

© 2022 GASKINS + LECRAW, INC.

1266 POWDER SPRINGS RD SW

MARIETTA, GA 30064

PHONE - 770.424.7168

FAX - 770.424.7593

www.gaskinslecraw.com

LSF001371

SURVEY INFO:

DRAWN BY:	MAN
REVIEWED BY:	DCO
FIELD DATE:	5/17/18
OFFICE DATE:	8/27/25
JOB #:	#10930001.000

SHEET TITLE

3 OF 3

[Space Above This Line For Recording]

STATE OF GEORGIA
COUNTY OF COBB

After recording, return to:
Byron B. Howell, P.A.
10332 Green Links Dr.
Tampa, FL 33626

Parcel Identification Number: 20009904340

LIMITED WARRANTY DEED

THIS INDENTURE, is made as of the 10th day of September, 2025, by and between EAST PARK JV, LLC, a Georgia limited liability company ("Grantor"), and The City of Kennesaw ("Grantee"); the words "Grantor" and "Grantee" to include the successors and assigns of said parties where the context requires or permits.

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable considerations in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cobb and State of Georgia known and described as follows, to wit:

See exhibits attached hereto as Exhibit "A" and "Exhibit "B".

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

Grantor WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same by, through or under it, subject to the items listed on Exhibit "C" attached hereto, but not otherwise.

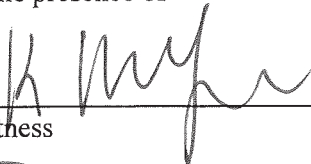
The real estate conveyed hereby shall only be used as a public road and by this instrument Grantor does dedicate this real estate for public use as a public road.

[Signature Appears on Next Page]

IN WITNESS WHEREOF, Grantor has caused this Indenture to be signed, sealed and delivered to Grantee, the day and year first above written.

"GRANTOR":

Signed, sealed and delivered
in the presence of



Witness



Notary Public

EAST PARK JV, LLC,
a Georgia limited liability company,

By: Varden Capital Properties, LLC,
a Florida limited liability company,
its Manager

By: 

Print Name: Trace McCreary
Title: Manager

My commission expires: May 10, 2029

AFFIX NOTARY SEAL

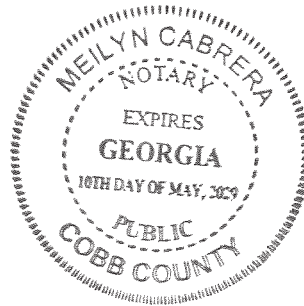


EXHIBIT "A" TO LIMITED WARRANTY DEED

ATTACHED

EXHIBIT "B" TO LIMITED WARRANTY DEED

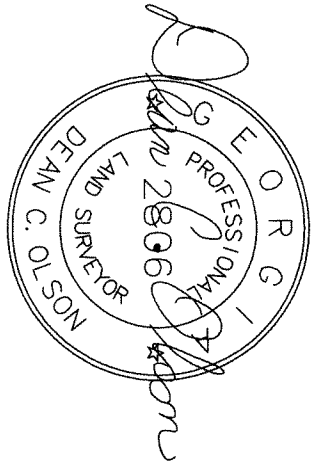
ATTACHED

EXHIBIT "C" TO LIMITED WARRANTY DEED

Permitted Deed Exceptions

1. Current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable; and
2. All matters of record as of the date hereof.

CLOSURE: 1/ 339,951



N ~ F
VCP KENNESAW, LLC &
VCP KENNESAW PCB, LLC
D.B. 16140, PG. 2788
TAX PARCEL #20-00990-4330
1875 MAPLE DR.

BOUNDARY NOTE:
PROPERTY LINES SHOWN ARE FROM FINAL PLAT OF EAST PARK
DATED 5-23-18, LAST REVISED 7-29-2024. FIELD WORK
PERFORMED 5-18-2018. THE FIELD DATA UPON WHICH THIS MAP
OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN
80,267 FEET, AN ANGULAR ERROR OF 8" SECONDS PER ANGLE
POINT AND WAS ADJUSTED USING THE COMPASS RULE
ADJUSTMENT. GROUND MEASUREMENTS WERE OBTAINED USING
A TRIMBLE S-6.

P.O.B.
N. 1468709.63
E. 2164386.71

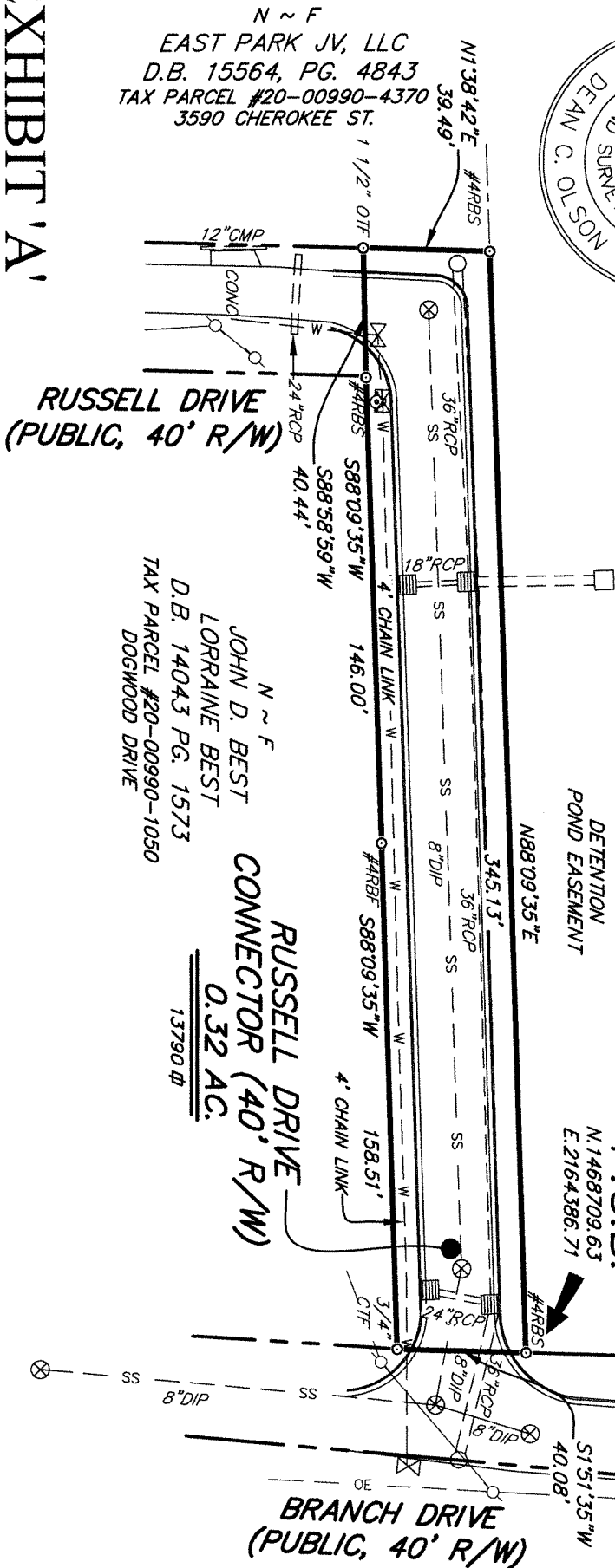


EXHIBIT 'A'

RIGHT OF WAY DEDICATION EXHIBIT FOR:

CITY OF KENNESAW

PROJECT LOCATION

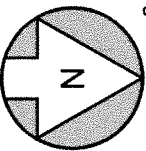
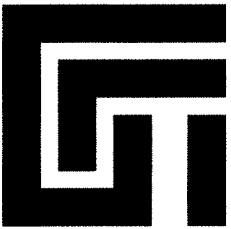
EAST PARK

TAX PARCEL # 20-00990-4340

LOCATED IN LAND LOT 99, 20TH DISTRICT,
2ND SECTION
CITY OF KENNESAW, COBB COUNTY, GEORGIA

PREPARED IN THE OFFICE OF:

© 2022 GASKINS + LECRAW, INC.
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
FAX - 770.424.7593
www.gaskinslectraw.com



GRID NORTH, GEORGIA WEST ZONE



LSF 001371

SURVEY INFO:

DRAWN BY:	MAN
REVIEWED BY:	DCO
FIELD DATE:	5/17/18
OFFICE DATE:	8/27/25
JOB #:	#10930001.000

SHEET TITLE

1 OF 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY (A.K.A. CHALKER ROAD, PUBLIC, VARIABLE R/W) AND THE EXISTING EASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET (PUBLIC, VARIABLE R/W);
THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY NORTH 88 DEGREES 59 MINUTES 44 SECONDS EAST 148.31 FEET TO A #4 REBAR SET AT THE INTERSECTION OF SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY AND THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY;
THENCE LEAVING SAID INTERSECTION AND CONTINUING ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY THE FOLLOWING COURSES AND DISTANCES:
NORTH 88 DEGREES 59 MINUTES 44 SECONDS EAST 26.80 FEET TO A #4 REBAR FOUND; THENCE NORTH 86 DEGREES 47 MINUTES 26 SECONDS EAST 148.00 FEET TO A #4 REBAR SET;
THENCE NORTH 86 DEGREES 47 MINUTES 26 SECONDS EAST 67.94 FEET TO A #4 REBAR SET;
THENCE SOUTH 86 DEGREES 58 MINUTES 04 SECONDS EAST 1.87 FEET TO A #4 REBAR SET AT THE INTERSECTION OF SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF MCCOLLUM PARKWAY AND THE WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE (PUBLIC, 40' R/W);
THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG SAID WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE THE FOLLOWING COURSES AND DISTANCES:
SOUTH 07 DEGREES 05 MINUTES 11 SECONDS EAST 209.08 FEET TO A #4 REBAR SET; THENCE SOUTH 04 DEGREES 04 MINUTES 56 SECONDS EAST 41.51 FEET TO A #4 REBAR SET;
THENCE SOUTH 05 DEGREES 55 MINUTES 25 SECONDS EAST 65.31 FEET TO A #4 REBAR SET AT THE ABANDONED WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE;
THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE AND FOLLOWING ALONG THE ABANDONED RIGHT OF WAY LINE OF GRANT DRIVE NORTH 84 DEGREES 04 MINUTES 35 SECONDS EAST 41.98 FEET TO A 1/2" OPEN TOP PIPE FOUND AT THE ABANDONED EASTERLY RIGHT OF WAY LINE OF GRANT DRIVE;
THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRANT DRIVE SOUTH 82 DEGREES 05 MINUTES 41 SECONDS EAST 286.33 FEET TO A 1" OPEN TOP PIPE FOUND;
THENCE SOUTH 01 DEGREES 01 MINUTES 09 SECONDS WEST 126.22 FEET TO A 1" OPEN TOP PIPE, THENCE SOUTH 00 DEGREES 36 MINUTES 37 SECONDS WEST 100.32 FEET TO A #5 REBAR FOUND; THENCE SOUTH 00 DEGREES 48 MINUTES 55 SECONDS WEST 4.85 FEET TO A #4 REBAR FOUND; THENCE SOUTH 00 DEGREES 38 MINUTES 15 SECONDS WEST 103.34 FEET TO A 1/2" OPEN TOP PIPE FOUND; THENCE SOUTH 00 DEGREES 37 MINUTES 53 SECONDS WEST 100.18 FEET TO A #4 REBAR SET;
THENCE SOUTH 78 DEGREES 59 MINUTES 16 SECONDS WEST 228.20 FEET TO A #4 REBAR SET ON THE ABANDONED EASTERLY RIGHT OF WAY LINE OF GRANT DRIVE;
THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF GRANT DRIVE AND FOLLOWING ALONG SAID PROPOSED LIMITS OF THE ABANDONED RIGHT OF WAY LINE OF GRANT DRIVE NORTH 78 DEGREES 59 MINUTES 18 SECONDS WEST 42.57 FEET TO A #4 REBAR SET ON THE WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE;
THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE SOUTH 07 DEGREES 28 MINUTES 37 SECONDS EAST 53.07 FEET TO A #4 REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE AND THE ABANDONED NORTHERLY RIGHT OF WAY LINE OF POPLAR DRIVE;
THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG THE ABANDONED RIGHT OF WAY LINE OF POPLAR DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE SOUTH 03 DEGREES 24 MINUTES 19 SECONDS EAST 40.91 FEET TO A #4 REBAR SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE AND THE ABANDONED SOUTHERLY RIGHT OF WAY LINE OF POPLAR DRIVE;
THENCE LEAVING SAID INTERSECTION AND CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE THE FOLLOWING COURSES AND DISTANCES:
SOUTH 02 DEGREES 27 MINUTES 58 SECONDS EAST 100.00 FEET TO A #4 REBAR FOUND;
THENCE SOUTH 02 DEGREES 46 MINUTES 07 SECONDS EAST 306.54 FEET TO A 1/2" OPEN TOP PIPE FOUND;
THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF GRANT DRIVE NORTH 67 DEGREES 34 MINUTES 14 SECONDS WEST 131.42 FEET TO A #5 REBAR FOUND;
THENCE NORTH 41 DEGREES 30 MINUTES 48 SECONDS WEST 104.74 FEET TO A #5 REBAR FOUND; THENCE NORTH 40 DEGREES 18 MINUTES 11 SECONDS WEST 30.01 FEET TO A #4 REBAR SET; THENCE NORTH 15 DEGREES 00 MINUTES 40 SECONDS WEST 67.83 FEET TO A #4 REBAR SET;
THENCE SOUTH 46 DEGREES 38 MINUTES 32 SECONDS WEST 91.68 FEET TO A #4 REBAR SET;
THENCE SOUTH 08 DEGREES 10 MINUTES 05 SECONDS WEST 119.15 FEET TO A #4 REBAR SET AT THE INTERSECTION OF THE ABANDONED NORTHERLY RIGHT OF WAY LINE OF ROCKSPRING DRIVE AND THE EASTERLY RIGHT OF WAY LINE OF BRANCH DRIVE (PUBLIC, 40' R/W);
THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG THE ABANDONED RIGHT OF WAY LINE OF ROCKSPRING DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF BRANCH DRIVE SOUTH 45 DEGREES 28 MINUTES 47 SECONDS WEST 44.04 FEET TO A #4 REBAR SET AT THE INTERSECTION OF THE ABANDONED SOUTHERLY RIGHT OF WAY LINE OF ROCKSPRING DRIVE AND THE WESTERLY RIGHT OF WAY LINE OF BRANCH DRIVE;
THENCE LEAVING SAID INTERSECTION AND FOLLOWING ALONG SAID WESTERLY RIGHT OF WAY LINE OF BRANCH DRIVE SOUTH 01 DEGREES 51 MINUTES 35 SECONDS WEST 159.92 FEET TO A #4 REBAR SET HAVING GEORGIA STATE PLAIN COORDINATES (GA. WEST ZONE) OF N. 1468709.63 AND E. 2164386.71, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE OF BRANCH DRIVE SOUTH 01 DEGREES 51 MINUTES 35 SECONDS WEST 40.08 FEET TO A 3/4" CRIMP TOP PIPE FOUND;
THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF BRANCH DRIVE AND FOLLOWING ALONG THE PROPERTY LINE OF JOHN D. BEST & LORRAINE BEST THE FOLLOWING COURSES AND DISTANCES: SOUTH 88 DEGREES 09 MINUTES 35 SECONDS WEST 158.51 FEET TO A #4 REBAR FOUND;
THENCE SOUTH 88 DEGREES 09 MINUTES 35 SECONDS WEST 146.00 FEET TO A #4 REBAR SET ON THE ABANDONED EASTERLY RIGHT OF WAY LINE OF RUSSELL DRIVE (PUBLIC, 40' R/W);
THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF RUSSELL DRIVE AND FOLLOWING ALONG THE ABANDONED RIGHT OF WAY LINE OF RUSSELL DRIVE SOUTH 88 DEGREES 58 MINUTES 59 SECONDS WEST 40.44 FEET TO A 1 1/2" OPEN TOP PIPE FOUND ON THE ABANDONED WESTERLY RIGHT OF WAY LINE OF RUSSELL DRIVE;
THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF RUSSELL DRIVE AND FOLLOWING ALONG THE PROPERTY LINE OF EAST PARK JV, LLC NORTH 01 DEGREES 38 MINUTES 42 SECONDS EAST 39.49 FEET TO A #4 REBAR SET;
THENCE FOLLOWING ALONG THE PROPERTY LINE OF VCP KENNESAW, LLC & VCP KENNESAW PCB, LLC NORTH 88 DEGREES 09 MINUTES 35 SECONDS EAST 345.13 FEET TO A #4 REBAR SET ON THE WESTERLY RIGHT OF WAY LINE OF BRANCH DRIVE, SAID POINT BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 0.32 ACRES (13,790 S.F.) MORE OR LESS.

EXHIBIT 'B'

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

RIGHT OF WAY DEDICATION LEGAL DESCRIPTION FOR:

CITY OF KENNESAW

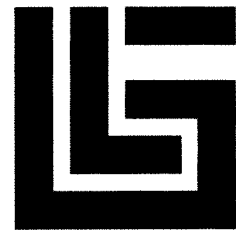
PROJECT LOCATION

EAST PARK

TAX PARCEL # 20-00990-4340

LOCATED IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION
CITY OF KENNESAW, COBB COUNTY, GEORGIA

PREPARED IN THE OFFICE OF:



GASKINS +LECRAW

© 2022 GASKINS + LECRAW, INC.
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
FAX - 770.424.7593
www.gaskinslecraw.com
LSF001371

SURVEY INFO:

DRAWN BY:	MAN
REVIEWED BY:	DCO
FIELD DATE:	5/17/18
OFFICE DATE:	8/27/25
JOB #:	#10930001.000

SHEET TITLE

2 OF 2



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: September 29, 2025

TITLE: **Resolution: Engineering Design Services for Rutledge Road / Cathey Lane Improvements Project**
 Consideration for approval of a Resolution accepting a proposal from Patterson & Dewar Engineers, Inc. for engineering design services for the Rutledge Road / Cathey Lane Improvements SPLOST Project.

Summary:

Patterson & Dewar Engineers, Inc. has submitted to the City a proposal to provide civil engineering services, including surveying, preliminary design, and final design for the Rutledge Road / Cathey Lane Improvements Project SPLOST Project. The request for approval will be a total of \$408,980.00.

Recommendation:

The Public Works Director recommends approval of the proposal.

Fiscal Impact:

310.4228.54.150800.00000 SPLOST 2022 Rutledge Road / Cathey Lane Improvements

Attachments:

1. RES 2025- Patterson & Dewar Engineering Services Rutledge - Cathey
2. Exhibit A -Rutledge Rd-Cathey Ln Proposal

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025- ____

**RESOLUTION TO APPROVE A PROPOSAL WITH PATTERSON & DEWAR
ENGINEERS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE RUTLEDGE
ROAD / CATHEY LANE IMPROVEMENTS SPLOST PROJECT**

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

WHEREAS, the City desires to engage a qualified and experienced Contractor to provide engineering design services for the Rutledge Road / Cathey Lane Improvements SPLOST project; and

WHEREAS, Patterson & Dewar Engineers, Inc. has represented to the City they are experienced and qualified to perform those services; and

WHEREAS, Patterson & Dewar Engineers, Inc. has offered to provide the required engineering design services for an amount of \$408,980.00 as shown on Attachment A.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a proposal with Patterson & Dewar Engineers, Inc. to perform described work as shown as Attachment A.

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

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of October 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

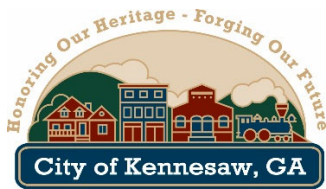
Proposal for Professional Services

Rutledge Road at Cathey Lane Improvements

Engineering Design Services

September 29, 2025

Presented to:



City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

Mr. Ricky Stewart, Public Works Director
rstewart@kennesaw-ga.gov



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

Dear Mr. Stewart,

Patterson & Dewar Engineers, Inc. (P&D) appreciates the opportunity to submit this proposal for professional engineering design services for the planned improvements to Rutledge Road and Cathey Lane. The overall project corridor length is approximately 5,900 linear feet (shown on Attachment A) and will enhance mobility, safety, and accessibility through roadway widening, drainage upgrades, pedestrian improvements, and a reconfiguration of the intersection at Rutledge Road and Cathey Lane. Additionally, a new traffic signal will be installed at the intersection of Cathey Lane and Old 41 Highway, improving access to Swift-Cantrell Park and supporting increased traffic demands in the area. Services to be provided are described in further detail below.

Scope of Services

Survey Database

A field survey will be conducted to support roadway design efforts. The collected data will be used to develop a detailed survey database. Specific tasks include:

- Establish Survey Control (Horizontal Datum: NAD 83 (2011), Vertical Datum: NAVD 88)
- Collect topographic survey data
- Perform utility designation and collection to determine approximate horizontal locations of underground utilities (traffic control excluded)
- Perform jurisdictional waters delineation to identify wetlands and buffered streams along project corridor
- Collect property/right-of-way parcel data and establish existing R/W and property parcels
- Create ORD survey database, per GDOT guidelines

Preliminary Design

Preliminary design efforts will refine the roadway design based on the approved concept and the survey database. This phase will develop a comprehensive preliminary plan set for review and approval by Kennesaw Public Works and other authorities having jurisdiction (AHJ's). Specific tasks include:

- Preliminary Construction Plans
 - General Notes
 - Roadway mainline and side road design (horizontal and vertical alignments)
 - Cross sections
 - Staging plans
 - Utility coordination and utility plans
 - Signing and marking plans
 - Traffic signal plans
 - Wall envelopes (if required)
 - Drainage profiles
 - Erosion control plans
- Right-of-way plans
- Engineer's estimate

Final Design

During this phase, the preliminary design will be finalized based on feedback received from Kennesaw Public Works and other AHJ's. The final deliverable will be a constructible set of plans suitable for public bidding. Specific tasks include:

- Finalize right-of-way plans
- Finalize preliminary construction plans
- Obtain necessary plan approvals for construction
- Quantify roadway construction items

Exclusions

Items excluded from this proposal include but are not limited to: Property acquisition services. Full SUE investigations (QLB or higher), designation of irrigation systems, underground storage tanks, and nonmetallic utilities without tracer wires. Environmental, permitting, or documentation (e.g., NEPA, purchase of mitigation credits, etc.). Plan review and permitting fees. Traffic control. Geotechnical investigations or pavement design services. Procurement assistance. Construction engineering and inspection (CEI) and construction administration.

Fee & Invoicing

This budget is inclusive of all labor, materials, and expenses required to complete the services listed in this proposal. Invoicing will be progressive and will be submitted monthly for work completed to date less previous payments.

<i>Survey Database:</i>	<i>\$75,500</i>
<i>Preliminary Design:</i>	<i>\$149,920</i>
<i>Final Design:</i>	<i>\$183,560</i>
TOTAL Project Budget:	\$408,980

Additional Services

Additional services not described in this proposal can be performed either by a separate proposal or on an hourly basis, with compensation as per our approved Fee Schedule.

Conclusion

This proposal incorporates, as if fully set forth herein, the terms and conditions of the Professional Services Agreement for Engineering Services dated January 21, 2025, between Patterson & Dewar Engineers, Inc. and the City of Kennesaw. If this proposal is acceptable to you, please sign below indicating your approval and return one (1) signed copy for our files. This letter of agreement will serve as Patterson & Dewar's Notice to Proceed.

We appreciate the opportunity to submit this proposal. Should you have any questions or comments please do not hesitate to contact us.

Respectfully,



Zachary V. Buffington, PLS, EIT
Program Manager
Patterson & Dewar Engineers, Inc.

Attachment: A - Concept

APPROVED – City of Kennesaw

Signature: _____

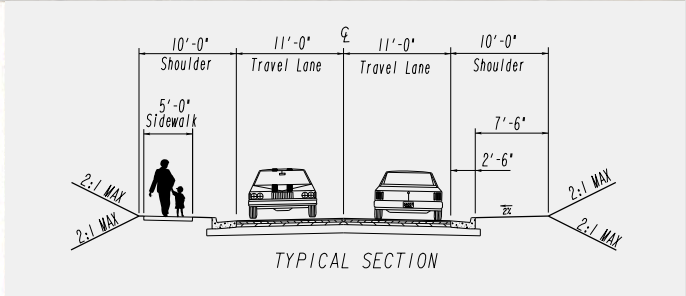
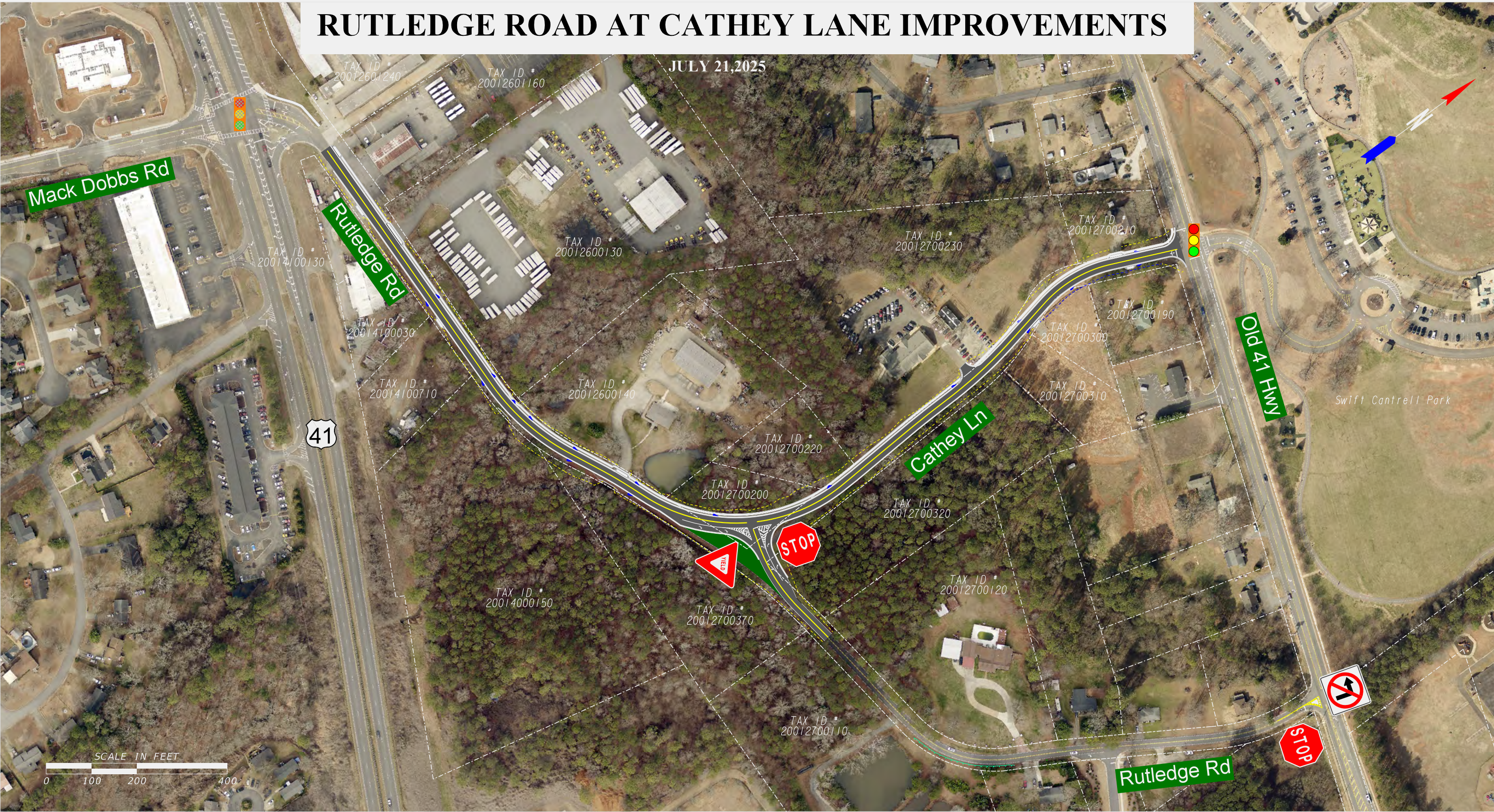
Name (Printed): _____

Title: _____

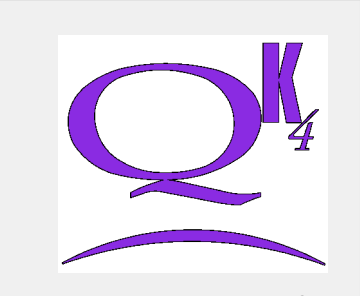
Date: _____

RUTLEDGE ROAD AT CATHEY LANE IMPROVEMENTS

JULY 21, 2025



- PROPOSED TRAFFIC SIGNAL
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK/CURB AND GUTTER
- EXISTING TRAFFIC SIGNAL





Item Report

TO: The Honorable Mayor and City Council
FROM: Ricky Stewart, Public Works Director
DATE: September 29, 2025
TITLE: **Resolution: Permanent Street Closures**
Consideration for approval of a Resolution authorizing the permanent closure of two streets within the Kennesaw City Cemetery.

Summary:

The Kennesaw Cemetery Preservation Commission wishes to permanently close two streets within the Kennesaw City Cemetery. One of the streets is currently chained to prohibit vehicles, while the second is currently open. This street, however, is narrow and vehicles are causing damage to the shoulders and to plot walls. The permanent closure will consist of removing the existing asphalt and placing sod.

Recommendation:

The Public Works Director recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025- Cemetery Street Closures
2. Exhibit A - Cemetery Exhibit

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025- __

**RESOLUTION TO APPROVE THE PERMANENT CLOSURE OF TWO STREETS IN
THE KENNESAW CITY CEMETERY**

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

WHEREAS, the Cemetery Preservation Commission wishes to permanently close two streets within the Kennesaw City Cemetery; and

WHEREAS, the streets to be permanently closed are identified on Exhibit A in colors red and blue; and

WHEREAS, the means of closure will be by removal of asphalt and the placement of sod; and

BE IT RESOLVED the Kennesaw City Council authorizes the permanent closure of the streets as identified in Exhibit A.

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

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of October 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor





Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: September 29, 2025

TITLE: **Final Plat Application: 3080 Moon Station Road**
 Consideration for approval of the final plat application submitted by Patterson & Dewar Engineers on behalf of the City of Kennesaw for 3080 Moon Station Road (Parcel number 20012900050); this plat subdivides the existing 9.52 +/- acre lot into two parcels for the construction of the new Public Safety Building. Case# PS2025-02.

Summary:

The application submitted by Patterson & Dewar Engineers on behalf of the City of Kennesaw to subdivide the exciting parcel (20012900050) located at 3080 Moon Station Road into two for the construction of the Public Safety building. The Plan Review Committee has reviewed the submission and deemed the plat is in compliance and recommends approval.

Recommendation:

The Zoning Administrator recommends approval of the final plat.

Fiscal Impact:

Attachments:

1. PS2025-02_3080 Moon Station Rd_Application Packet
2. PS2025-02_3080 Moon Station Rd_Survey
3. PS2025-02_3080 Moon Station Rd_PRC Letter



Date Received 03/06/25

Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Fee \$250.00

Preliminary Plat _____ Final Plat _____ Revised Plat _____ Parcel Combination _____ Parcel Split X

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

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

Date of Consultation 02/28/2025

Staff Initials _____

DEVELOPMENT NAME _____

Number of Units _____

PURPOSE OF DEVELOPMENT _____

WHAT IS THE REVISION BEING MADE Splitting one parcel into two parcels

ADDRESS OF PROPERTY 3080 Moon Station Road

Parcel ID 20012900050 Lot Size _____ Present Zoning OI

Current Use City Government Complex Proposed Use City Government Complex

APPLICANT Ricky Stewart, Public Works Director, City of Kennesaw

Applicant address 2529 J.O. Stephenson Ave., Kennesaw, GA 30144

(Phone #) 770-424-8274 Email Address rstewart@kennesaw-ga.gov

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: Roseann Kesterson 3/6/25

Notary

Date



REPRESENTATIVE Patterson & Dewar Engineers (Phone #) _____ Email Address _____

Representative Signature [Signature]

Signed, sealed and delivered in presence of: Roseann Kesterson 3/6/25

Notary

Date

TITLEHOLDER City of Kennesaw (Phone #) 770-424-8274

Titleholder Signature [Signature] Address 2529 J.O. Stephenson Ave., Kennesaw, GA 30144

Signed, sealed and delivered in presence of Notary Roseann Kesterson Date 3/6/25



CAMPAIGN DISCLOSURE REPORT ¹ 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:

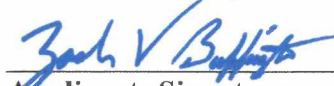
N/A

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:

N/A

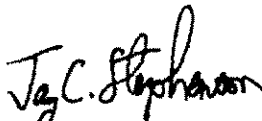
An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 5th day of March, 2025


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.


Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RECORDED
STATE PROPERTIES COMMISSION

DEC 30 2005

010149

REAL PROPERTY RECORDS

STATE OF GEORGIA,
COUNTY OF FULTON:

AG 5700-MA-02RCA-Burrell Field/Moon Station Rd-04 (1045539)
SPC 302.26

QUITCLAIM DEED

THIS DEED, hereinafter referred to as "Deed," is made and entered into this 30th day of December, 2005, hereinafter referred to as "the date hereof," with said date being inserted herein by Grantor at the time of its execution hereof, by and between the STATE OF GEORGIA, acting by and through the State Properties Commission, a public body in the Executive Branch of the State government of Georgia, whose address for purposes of this Deed is One Martin Luther King, Jr. Dr., S.W., Suite 204, Atlanta, Georgia 30334, Attention: Executive Director, Party of the First Part, hereinafter referred to as "Grantor," and the CITY OF KENNESAW, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its Mayor and city council or authorized governing body, whose address is 2529 J. O. Stephenson Avenue, Kennesaw, Georgia 30144, Party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor is the owner of approximately 9.52 acres of real property located in the City of Kennesaw, Cobb County, Georgia, lying and being in Land Lot(s) 129 of the 20th Land District, 2nd Section, Kennesaw, Cobb County, Georgia (hereinafter referred to as the "Property"), more particularly described in Exhibit A, Exhibit B and Exhibit C, and further shown on a plat of survey entitled "Survey for the City of Kennesaw", prepared for the City of Kennesaw by Roy C. Hogan, Georgia Registered Land Surveyor No. 1712, dated October 1971, a copy of which is attached hereto immediately following Exhibit A, incorporated herein, and by this reference made a part hereof. Said Property being the same real property described in a Lease Agreement by and between the State Properties Commission and the City of Kennesaw dated November 7, 1994, recorded in SPC Property Record No. 8552, said description being incorporated herein; and

WHEREAS, the Property is located between Moon Station Road and the Western & Atlantic Railroad, more commonly known as the Burrell Field tract, and is under the custody and control of the State Properties Commission; and

WHEREAS, the Property is surplus Western & Atlantic Railroad right-of-way, but only to the extent that such right-of-way is not required by the State for railroad purposes in the future; and

RECORDED
STATE PROPERTIES COMMISSION

WHEREAS, Grantee is desirous of acquiring the Property for the purpose of making capital improvements; and

DEC 30 2005
010149

WHEREAS, the State Properties Commission has no objection to the conveyance of the Property to Grantee for the so stated purpose; and

REAL PROPERTY RECORDS

WHEREAS, by 2002 Resolution Act No. 45 (S.R. 574), approved May 13, 2002, the General Assembly declared that the State of Georgia is the owner of the Property and that in all matters relating to the conveyance of the Property the State of Georgia is acting by and through its State Properties Commission; and

WHEREAS, the General Assembly, in said Resolution Act, authorized the Property to be conveyed by appropriate instrument to Grantee for a consideration of the fair market value thereof, and provided, further, that prior to any conveyance of the Property, CSX Transportation, Inc. must first release its leasehold interest in the Property to the State of Georgia, and such further consideration and provisions as determined by the State Properties Commission in its discretion to be in the best interests of the State of Georgia; and

WHEREAS, the State Properties Commission, at its duly called meeting on October 20, 2004, approved the conveyance of the Property as authorized by said Resolution Act for a consideration of the fair market value thereof; and

WHEREAS, the City by proper resolution of its council or authorized governing body, approved the conveyance herein in accordance with the terms authorized by Grantor.

NOW, THEREFORE, Grantor, for and in consideration of the sum of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00/100 DOLLARS (\$625,000.00) 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, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee any and all right, title and interest of Grantor in and to that certain tract of land more particularly described and shown in Exhibit A, attached hereto, incorporated herein, and by this reference made a part hereof.

Provided, however, that this conveyance is subject to the following covenants and exceptions running with the land, appearing in an Agreement to Sell and Purchase Real Property, which shall survive closing and be binding upon the City of Kennesaw and its successors in title and continue in effect until quitclaimed, released or conveyed by the State of Georgia:

For all purposes herein, the *Railroad Operations Area* shall mean that portion of the Property twenty-five (25) feet wide adjoining the existing Western and Atlantic right-of-way the entire length of the Property, and the *Station Facility Area* shall mean that additional portion of the Property twenty-five (25) feet wide

010149

RECORDED
STATE PROPERTIES COMMISSION
DEC 30 2005

010148
REAL PROPERTY RECORDS

adjoining the Railroad Operations Area and shall include an easement for reasonable ingress and egress to and from the Station Facility Area over other portions of the Property.

The City of Kennesaw agrees to preserve the Railroad Operations Area from sale to a third party or from development by the City. If the State of Georgia or any state agency, state commission, state authority or state entity (collectively, the *State*) shall, in its sole discretion, determine that any portion of the Railroad Operations Area is necessary for commuter or passenger railroad purposes, then the City of Kennesaw agrees to convey, within a reasonable time, for nominal consideration, the Railroad Operations Area to the State by quitclaim deed.

If the City of Kennesaw at any time shall desire to develop or to sell, or shall receive a bona fide offer from a third person for the purchase of all or a portion of the Property and such proposed development or sale or offer to purchase includes any portion of the Station Facility Area, the City of Kennesaw shall promptly deliver to the State of Georgia written notice of such intent to develop or to sell or of receipt of a bona fide offer to purchase the Property along with a copy of the proposed development plans for the Property and the offer.

If the State shall, in its sole discretion, determine that any portion of the Station Facility Area is necessary for a passenger platform, ticket kiosk, station shelter and/or other related facilities for commuter or passenger use, the State shall provide the City with written notice of the State's election to purchase the Station Facility Area. The purchase price will be the fair market value of the Station Facility Area. The closing of the State's acquisition of the Station Facility Area shall occur on or before ninety (90) days following the State's notice to the City of its election to purchase, unless extended by agreement of the parties.

In the event that the State acquires any property pursuant hereto, the City shall erect and maintain a fence or other barrier sufficient to prevent vehicular or pedestrian access from the acquired property to the remainder of the Property.

TO HAVE AND TO HOLD the said real property unto Grantee, so that neither Grantor, nor any person or persons claiming under Grantor, shall at any time, by any means or ways, have, claim, or demand any right or title to the described real property or appurtenances or rights thereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its State Properties Commission, acting by and through the Governor of the State of Georgia, as Chairman of the State Properties Commission, the same being attested to by the Executive Director of the State Properties

Commission, who has affixed the Great Seal of the State of Georgia and the seal of the State Properties Commission, on the day, month and year first above written.

(Signatures begin on next page and remainder of page is intentionally blank.)

RECORDED
STATE PROPERTIES COMMISSION
DEC 30 2005
010149
REAL PROPERTY RECORDS

RECORDED
STATE PROPERTIES COMMISSION
DEC 30 2005
010148
REAL PROPERTY RECORDS

GRANTOR

STATE OF GEORGIA

Acting by and through the
State Properties Commission

By: *Sonny Perdue* (Seal)

SONNY PERDUE

Governor, as Chairman of the
State Properties Commission

Attest: *Rod Bowlden* (Seal)

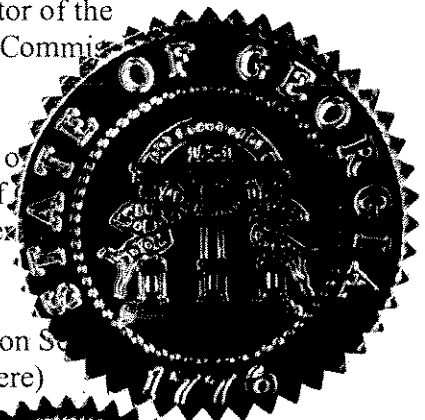
ROD BOWLDEN

Executive Director of the
State Properties Commission

Signed, sealed and delivered
as to both the Governor, as
Chairman and the Executive Director
in the presence of:

[Signature]
Unofficial Witness

(Great Seal of
the State of Georgia
Affixed Here)



(Commission Seal
Affixed Here)



[Signature]
Official Witness, Notary Public
My Commission expires:

(Notary public seal
affixed here)

Notary Public, Coweta County, GA

My Commission Expires August 8, 2008



010148

RECORDED
STATE PROPERTIES COMMISSION
DEC 30 2005
010148
REAL PROPERTY RECORDS

EXHIBIT "A"

Legal Description

All that tract of land situate, lying and being in the City of Kennesaw, Cobb County, Georgia, containing approximately 9.52 acres of real property, lying and being in Land Lot(s) 129 of the 20th Land District, 2nd Section, Kennesaw, Cobb County, Georgia, shown on a plat of survey entitled "Survey for the City of Kennesaw", prepared for the City of Kennesaw by Roy C. Hogan, Georgia Registered Land Surveyor No. 1712, dated October 1971 a copy of which is attached hereto immediately following this page, incorporated herein, and by this reference made a part hereof. Said Property being the same real property described in a Lease Agreement by and between the State Properties Commission and the City of Kennesaw dated November 7, 1994, recorded in SPC Property Record No. 8552, said description being incorporated herein, and being more particularly described therein or as follows.

010148

RECORDED
STATE PROPERTIES COMMISSION
DEC 30 2005
010143
REAL PROPERTY RECORDS

EXHIBIT "B"**Legal Description**

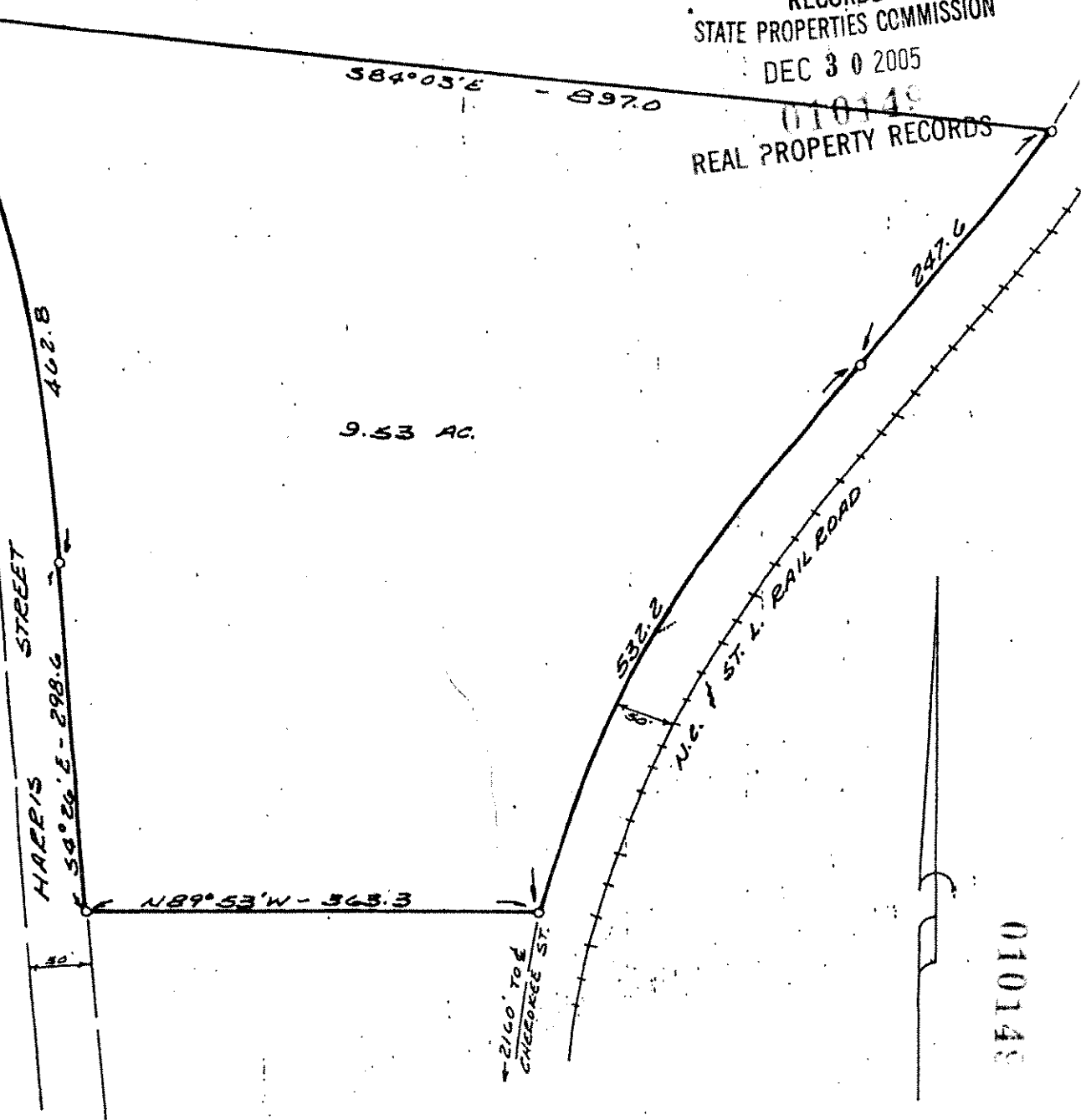
To find the POINT OF BEGINNING, begin at the intersection formed by the center line of Cherokee Street and the West right-of-way line of the Western and Atlantic Railroad, owned by the State of Georgia, and run Northerly along said West right-of-way line a distance of 2,160 feet to an iron pin, which is the POINT OF BEGINNING (said point of beginning being approximately 88 feet North of Milepost A. 29): From the point of beginning thus established, running thence North 89 degrees, 53 minutes West a distance of 363.3 feet to an iron pin on the East side of Harris Street; running thence Northerly along the East side of Harris Street a distance of 761.4 feet to an iron pin; running thence South 84 degrees 03 minutes East a distance of 897 feet to an iron pin on the West side of the right-of-way of the Western and Atlantic Railroad; running thence Southerly along the West side of the right-of-way of the said Western and Atlantic Railroad a distance of 779.8 feet to the point of beginning, as the same is shown on a certain October, 1971, plat of survey prepared by Roy C. Hogan, Georgia Registered Land Surveyor No. 1712, a copy of which is attached as EXHIBIT "C" hereto, incorporated herein and by this reference made a part hereof.

010143

EXHIBIT "C"

Survey

RECORDED
STATE PROPERTIES COMMISSION
DEC 30 2005
010143
REAL PROPERTY RECORDS



SURVEY FOR
CITY OF KENNESAW
LOCATED IN LL 129 - 20TH DIST. - 8ND SECTION
COBB COUNTY, GEORGIA

H & H SURVEYING COMPANY
MARIETTA, GEORGIA

OCT. 1971

SCALE: 1" = 100'

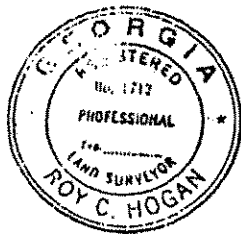


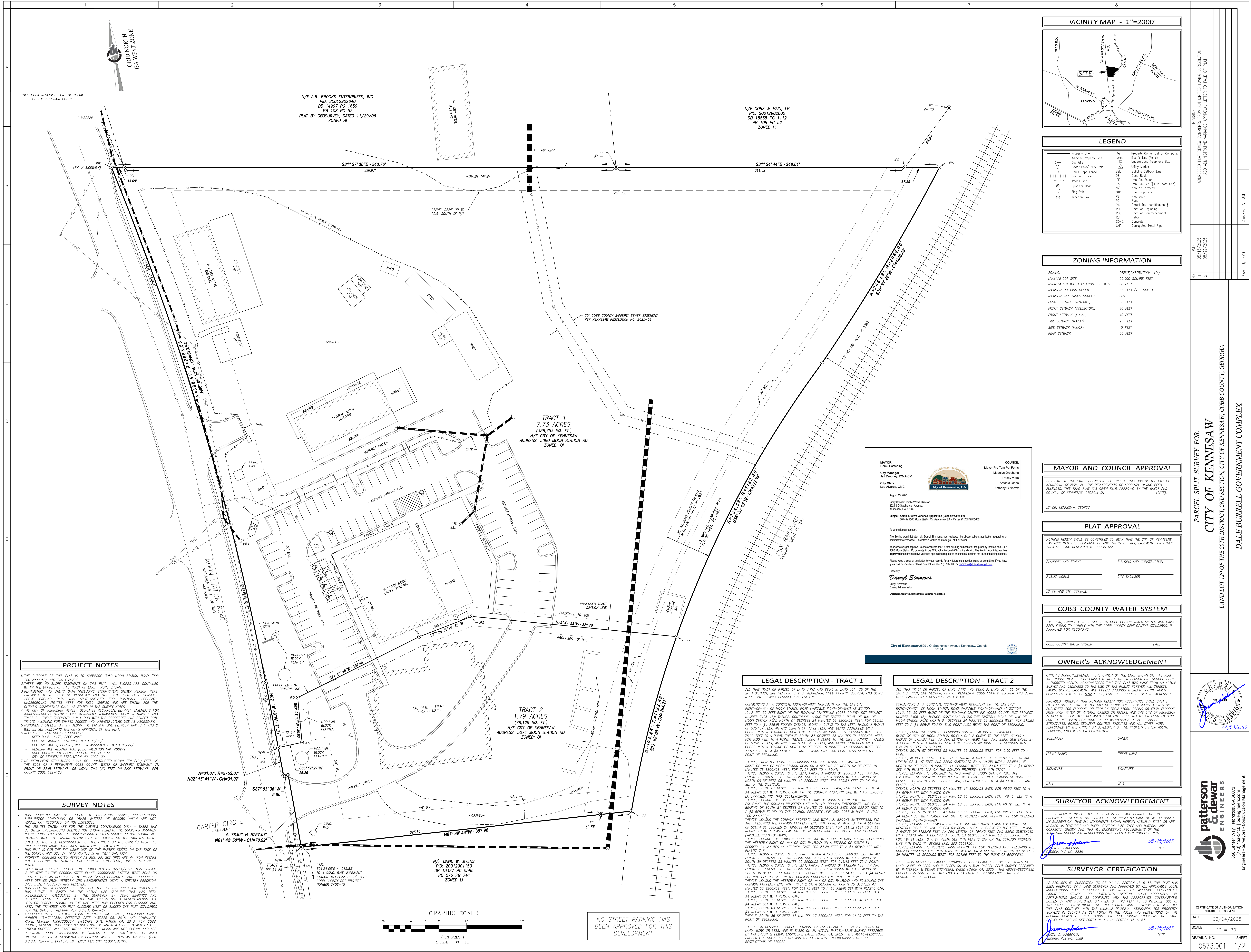
EXHIBIT "C"

In my opinion, this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of law.

Roy C. Hogan
Member Ga. Assoc. Reg. Land Surveyors

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008552



REVISION

DATE

05/13/2025

08/29/2025

1

2

ADRESSED PLAT REVIEW COMMENTS FROM AUTHORITIES HAVING JURISDICTION

ADJ. ADJUSTMENT: VARIANCE APPROVAL LETTER TO TAKE OF PLAT

Drawn By: JGH

Checked By: JGH

Parcel Split Survey For:

CITY OF KENNESAW

LAND LOT 129 OF THE 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA

DALE BURRELL GOVERNMENT COMPLEX

CERTIFICATE OF AUTHORIZATION

DATE

03/04/2025

SCALE

1" = 30'

DRAWING NO.

10673.001

SHEET

1/2

ENGINEERS

850 Center Way | Marietta, GA 30067
(770) 453-4340 | info@patterson-engineers.com

Engineers - Surveyors - Construction Management



Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official

Plan Review Committee Members
Darryl Simmons, Zoning Administrator
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: September 29, 2025

The final plat (PS2025-02) was submitted by the applicant Patterson & Dewar Engineers on behalf of the City of Kennesaw for 3080 Moon Station Road (Parcel number 20012900050); this plat subdivides the existing 9.52 +/- acres lot into two parcels for the construction of the new Public Safety Building. The final plat was received and reviewed by the Plan Review Committee.

All members of the Plan Review Committee have verified the plat, and all comments have been addressed. The final plat is in compliance and is now ready for your consideration and approval.

Scott Banks, Plan Review Coordinator



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: September 29, 2025
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: September 29, 2025

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

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: September 29, 2025

TITLE: **Discussion Item: Charter Amendment for Veto Procedure**
Discussion item requested by Councilmember Orochena regarding a Charter amendment to require that the Council "shall" consider the veto either immediately following the veto or at the subsequent meeting so that it is spoken in a public meeting in addition to being added to the public minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None