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
December 8, 2025 6:30 PM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

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

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1. **Invocation**
2. **Pledge of Allegiance**
3. **Call to Order**
4. **Announcements**
5. **Presentations**
   A. **Update: Taste of Kennesaw**
   Update on the 2025 Taste of Kennesaw event by Michael Everhart.
   B. **Recognition: Government Finance Officers Association Award**
   Recognition of the City of Kennesaw's Finance Department for being awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada.
6. **Old Business**
7. **New Business**
   A. **Resolution: Intergovernmental Agreement for Animal Control Services**
   Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Animal Control services.
   B. **SPLOST: 2028 Proposed Projects List**
   Consideration for approval of the proposed projects for the 2028 Special Purpose Local Option Sales Tax (SPLOST) referendum.
8. **Committee and Board Reports**
9. **Public Hearing(s)**

A. **Ordinance: Unified Development Code Text Amendment**
Consideration for approval of an Ordinance to amend the Unified Development Code, Appendix A, Section 4.04.05, "Standards for Home Occupations" of said chapter as submitted by the City of Kennesaw. Case #MISC2025-07

10. Consent Agenda

A. **Minutes: November 24, 2025 Work Session**
Approval of the November 24, 2025, City Council work session minutes.

B. **Minutes: December 1, 2025 Regular Meeting**
Approval of the December 1, 2025, City Council regular meeting minutes.

C. **Minutes: December 1, 2025 Executive Session**
Approval of the December 1, 2025, City Council executive session minutes.

11. General and Administrative

A. **Alcohol License: Worth The Wait Inc.**
Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Worth The Wait Inc d/b/a/ Big Pie in the Sky Pizzeria located at 2090 Baker Road Unit A-103, Kennesaw, GA 30144. Applicant: Amy Hines

12. Public Safety

A. **Crime Stats: November 2025**
Consideration to accept the November 2025 crime statistics.

13. Information Technology

14. Public Works and Building Maintenance

A. **Resolution: Professional Services for Cobb International Boulevard Pavement Reclamation Project**
Consideration for approval of a Resolution approving Patterson & Dewar Engineers's proposal for professional services for the Cobb International Boulevard Pavement Reclamation Project.

15. Recreation and Culture

16. Community Development

A. **Discussion Only: Residential Occupancy and Family Definition**

17. Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

19. Mayor's Report

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

20. Council Reports & Discussions

21. Executive Session

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

22. Adjourn

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: December 8, 2025

TITLE: **Update: Taste of Kennesaw**
Update on the 2025 Taste of Kennesaw event by Michael Everhart.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM: Jennifer Gordy, Finance Director

DATE: December 8, 2025

TITLE: **Recognition: Government Finance Officers Association Award**
Recognition of the City of Kennesaw's Finance Department for being awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada.

Summary:
Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Kennesaw for its annual comprehensive financial report for the fiscal year ended September 30, 2024. This is the 25th consecutive year that the City of Kennesaw's Finance Department has received the award. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Recommendation:

Fiscal Impact:

Attachments:
1. 5 - Certificate
2. 6 - Press Release
3. AFRA, Finance Department

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Kennesaw
Georgia

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2024

Christopher P. Morrill

Executive Director/CEO

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

11/18/2025

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Kennesaw** for its annual comprehensive financial report for the fiscal year ended September 30, 2024. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department

City of Kennesaw, Georgia

The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 11/18/2025

Item Report

TO: The Honorable Mayor and City Council

FROM: Jeff Drobney, City Manager

DATE: December 8, 2025

TITLE: **Resolution: Intergovernmental Agreement for Animal Control Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Animal Control services.

Summary:
To comply with Service Delivery Strategy (SDS) requirements, Cobb County and the City of Kennesaw are updating Intergovernmental Agreements for several County-provided services.

Recommendation:
The City Manager recommends approval.

Fiscal Impact:

Attachments:
1. RES 2025 - Cobb Animal Control IGA
2. Animal Services IGA Kennesaw final
3. Cobb County Chapter_10___ANIMALS
4. City Chapter_10___ANIMALS

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2025-__

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH COBB COUNTY FOR ANIMAL CONTROL SERVICES

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

WHEREAS, Article 9, Section 2, Paragraph 3 of the Georgia Constitution ("Supplementary Powers Clause") provides counties and cities with the authority to utilize certain powers ("Supplementary Powers"); and

WHEREAS, Article 9, Section 2, Paragraph 3(a)(3) of the Georgia Constitution authorizes counties, municipalities, or any combination to provide animal control services as part of public health services; and

WHEREAS, Article 9, Section 2, Paragraph 3(b)(1) of the Georgia Constitution prohibits, except as otherwise provided by law or by agreement, cities or counties from exercising Supplementary Powers within each other's boundaries; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes Cities and Counties to contract with one another for a period not exceeding fifty (50) years "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment", provided that such contracts "deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, O.C.G.A. § 4-8-22(c) specifically authorizes Cobb County and the City of Kennesaw to enter into an agreement for the consolidation of dog control services and the designation of dog control officers; and

WHEREAS, both the City of Kennesaw and Cobb County believe it would be mutually beneficial, in the interest of public health and economy, for the County to provide animal control services within the boundaries of the City; and

WHEREAS, the City of Kennesaw has adopted animal control ordinances containing the same requirements as are in force inside the unincorporated area of Cobb County; and

WHEREAS, the City of Kennesaw desires for Cobb County to provide Animal Control Services, including enforcement of O.C.G.A. § 4-8-1 et seq., within the City's boundaries; and

WHEREAS, Cobb County desires to provide Animal Control Services on a county wide basis; and

WHEREAS, both parties also find it beneficial for County and Chief Magistrate Judge to provide municipal court services through the Magistrate Court of Cobb County for enforcement of animal

control ordinances and O.C.G.A. § 4-8-1 et seq., (together, Animal Control Laws) in accordance with O.C.G.A. § 15-10-150; and

WHEREAS, the Chief Magistrate Judge consents to serving as municipal court judge with jurisdiction over cases arising within the boundary of the City involving Animal Control Laws in accordance with O.C.G.A. § 15-10-151; and

WHEREAS, both parties understand and agree, in accordance with O.C.G.A. § 15-10-151, the term of the portion of the Intergovernmental Agreement regarding enforcement of Animal Control Laws in Magistrate Court ends upon the conclusion of each Chief Magistrate Judge but may be renewed for another four years subject to approval of the Chief Magistrate Judge at the beginning of each term of office.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the Intergovernmental Agreement with Cobb County for Animal Control services.

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

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW

_____
Derek Easterling, Mayor

ANIMAL CONTROL SERVICES AGREEMENT
BETWEEN COBB COUNTY AND CITY OF KENNESAW

This Animal Control Services Agreement ("Agreement") is made and entered into by and between Cobb County, Georgia (County), and City of Kennesaw ("City"). The Effective Date of this Agreement is the date that the last Party executes said Agreement.

WITNESSETH:

WHEREAS, Article 9, Section 2, Paragraph 3 of the Georgia Constitution ("Supplementary Powers Clause") provides counties and cities with the authority to utilize certain powers ("Supplementary Powers");

WHEREAS, Article 9, Section 2, Paragraph 3(a)(3) of the Georgia Constitution authorizes counties, municipalities, or any combination to provide animal control services as part of public health services;

WHEREAS, Article 9, Section 2, Paragraph 3(b)(1) of the Georgia Constitution prohibits, except as otherwise provided by law or by agreement, cities or counties from exercising Supplementary Powers within each other's boundaries;

WHEREAS, Article 9, Section 3, Paragraph 1 of the Georgia Constitution authorizes City and County to contract with one another for a period not exceeding fifty (50) years "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment", provided that such contracts "deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide";

WHEREAS, O.C.G.A. § 4-8-22(c) specifically authorizes County and City to enter into an agreement for the consolidation of dog control services and the designation of dog control officers;

WHEREAS, the Parties believe it would be mutually beneficial, in the interest of public health and economy, for County to provide animal control services within the boundaries of City;

WHEREAS, City has adopted animal control ordinances containing the same requirements as are in force inside the unincorporated area of County;

WHEREAS, in conjunction with the above legal authority and the Service Delivery Strategy Agreement entered into by County, City, and other cities lying within County, City desires for County to provide Animal Control Services, including enforcement of O.C.G.A. § 4-8-1 *et seq.*, within City's boundaries in accordance with this Agreement;

WHEREAS County desires to provide Animal Control Services on a county wide basis;

WHEREAS, the Parties also find it beneficial for County and Chief Magistrate Judge to provide municipal court services through the Magistrate Court of Cobb County for enforcement of animal

control ordinances and O.C.G.A. § 4-8-1 *et seq.*, (together, Animal Control Laws) in accordance with O.C.G.A. § 15-10-150;

WHEREAS, the Chief Magistrate Judge consents to serving as municipal court judge with jurisdiction over cases arising within the boundary of City involving Animal Control Laws in accordance with O.C.G.A. § 15-10-151; and

WHEREAS, Parties understand and agree, in accordance with O.C.G.A. § 15-10-151, the term of the portion of this Agreement regarding enforcement of Animal Control Laws in Magistrate Court ends upon the conclusion of each Chief Magistrate Judge but may be renewed for another four years subject to approval of the Chief Magistrate Judge at the beginning of each term of office.

NOW, THEREFORE, BE IT RESOLVED that the Parties agree as follows:

ARTICLE I
Purpose and Terms

A. Purpose. The purpose of this Agreement is to define the nature and scope of Animal Services to be provided by County to City and to provide for the manner of payment for such services. County has adopted ordinances regarding animals in force in the unincorporated area of County (**Exhibit "A" Cobb County Animal Ordinances,** incorporated herein by reference), which may be amended from time to time. County agrees to notify City of any proposed amendments to **Exhibit "A" Cobb County Animal Ordinances** and agrees to provide copies of amendments upon adoption. So long as City has adopted the Cobb ordinances, amended and conformed to and for City, within the boundaries of City (**Exhibit "B" City Animal Ordinances**, incorporated herein by reference), County will enforce **Exhibit "B" City Animal Ordinances** and O.C.G.A. § 4-8-1 *et seq.*, (together "Animal Control Laws") within the corporate limits of City.

B. Term.
    1. The term of this Agreement related to Animal Services shall commence on the Effective Date and continue for a period of ten (10) years.
    2. The term of this Agreement related to Municipal Court Services shall commence on the Effective Date and continue until December 31, 2028. It may thereafter renew for additional four (4) year terms upon the written approval of the Chief Magistrate then in office.
    3. Notwithstanding the stated terms, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this Agreement shall so survive.

C. Termination. Either Party may terminate this Agreement with ninety (90) days advance written notice to the other Party.

D. Effect of Expiration or Termination. City agrees that upon expiration or termination of the Animal Services portion of this Agreement, unless otherwise agreed mutually by both parties, all animal services provided by County shall be deemed complete, and any further animal services are the sole responsibility of City.

ARTICLE II
County Services Provided in City

A. Enforcement. So long as City has adopted the Cobb ordinances as contained in **Exhibit "A" Cobb County Animal Ordinances,** amended and conformed to and for City, within the boundaries of City, County will enforce Animal Control Laws within the corporate limits of City. County agrees to enforce Animal Control Laws in the same manner as within the County.

B. Animal Services Board. The Cobb County Board of Commissioners shall appoint the following which will comprise the membership of the Cobb County Animal Services Board: One member of the Humane Society of Cobb County board of directors or its designee (post 1); three interested citizens who have interest in domestic animals (posts 2, 3, 4); two veterinarians, at least one of whom shall be a member of the Cobb County Veterinary Medical Society (posts 5, 6); and one citizen chosen by the Chairman or Chairwoman of the Board of Commissioners (post 7). Said members shall be residents of Cobb County.

   The Animal Services Board shall have the power and duty to: (1) Hold hearings and recommend to the Board of Commissioners regulations and amendments to this chapter concerning the control and welfare of animals in the county; (2) Recommend to the Board of Commissioners guidelines for the operation and maintenance of the CCAS shelter; (3) Hold a public meeting at least twice yearly; (4) Study animal related issues and recommend to the Board of Commissioners those programs, methods, found to be both economically feasible and humane; (5) Study and recommend to the Board of Commissioners requirements for the treatment and maintenance of animals at the CCAS shelter; (6) Supply to the Board of Commissioners semiannual reports as to any recommendations provided for in this section or at such other intervals or times as may be designated by the Board of Commissioners; and (7) Carry out those duties as provided in the Responsible Dog Ownership Law, as amended, and hold hearings and determine matters provided therein and as amended. In addition, the Animal Services Board may enact procedures for hearings on the Responsible Dog Ownership Law.

C. Municipal Court. Pursuant to O.C.G.A. § 15-10-150 *et seq.*, County, with the approval of the Chief Magistrate, agrees to furnish municipal court services to City through the officers, employees, and facilities of the Magistrate Court of Cobb County for the adjudication of citations written by County for violations of **Exhibit "B" City Animal Ordinances**, as may be amended from time to time.
   1. All processes, actions, and citations for violations occurring within City shall be handled in the same manner as within the County.
   2. These services shall be provided upon signature of the current Chief Magistrate and shall be provided for only the remainder of the current term of the Chief Magistrate. These services may continue if the Chief Magistrate then in office consents in writing at the beginning of such Chief Magistrate's term.

D. Licenses. County may issue dog licenses for County and City or any other licenses authorized under **Exhibit "B" City Animal Ordinances.** County may collect license fees and impoundment fees as levied by County. County shall maintain an accurate record showing persons to whom licenses have been issued and persons who have paid license and impound fees. Fees so collected on behalf of County and City shall be applied to the annual operating

budget of County's Animal Services Department. Records of fees collected from within City shall be subject to periodic audits by City.

E. Fees. County, for itself and on behalf of City, may establish fees, charges and other levies as authorized under O.C.G.A. § 4-8-1 *et seq.*

F. Ordinances Amendments. County agrees to notify City of any proposed amendments to **Exhibit "A" Cobb County Animal Ordinances** and agrees to provide copies of amendments upon adoption.

ARTICLE III
Services Not Included in this Agreement

A. County shall not be required to enforce any City ordinance or resolution that does not conform with state law or that is substantially different from **Exhibit "A" Cobb County Animal Ordinances**, as may be amended.

B. The Magistrate Court of Cobb County shall not sit as Municipal Court of City for any other purposes than contained herein unless contracted separately.

C. In concurrence with the powers provided to County, City's Police Department and/or Code Enforcement shall also have the power to issue citations regarding dangerous dogs in the Municipal Court of City.

ARTICLE IV
City Obligations

A. Compensation. City agrees and acknowledges that County may use countywide revenue, as well as fines and fees, to provide services under this Agreement. City agrees that any fees collected in the Magistrate Court of Cobb County sitting as Municipal Court of City shall be applied to County's General Fund with the intention that it defer the operating budget and operational costs of County's Animal Shelter. No additional renumeration from City is required.

B. Adoption and Amendment of Applicable Ordinances. City agrees to adopt and keep in force animal ordinances that are consistent with **Exhibit "A" Cobb County Animal Ordinances**, as may be amended from time to time. City shall update and amend its ordinances to reflect changes in **Exhibit "A" Cobb County Animal Ordinances** upon County's adoption of changes to its ordinances and agrees to provide copies of such amendments upon adoption. City agrees to adopt and maintain policies and procedures that comply with O.C.G.A. § 4-8-20 *et seq.*

C. Enforcement. City authorizes County to provide enforcement of Animal Control Laws within the limits of City.

D. Dog Control Officer. City appoints County's Dog Control Officer as the City Dog Control Officer.

E. Municipal Court. Upon the approval of the Chief Magistrate, the City authorizes the Magistrate Court of Cobb County to serve as Municipal Court of City for the sole purpose of enforcement of Animal Control Laws. The jurisdiction of the Magistrate Court shall be concurrent with the City's Municipal Court.

ARTICLE V

Liability and Preservation of Immunities

County shall bear the responsibility and be liable for any act or omission, on the part of County's Contractors its officers, agents, employees, subcontractors and/or others working at the direction of County or on County's behalf, due to the violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this IGA, or due to any breach of this IGA; provided, that County and its respective governing body does not waive its sovereign immunity by entering into this IGA, and County retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this IGA.

City shall bear the responsibility and be liable for any act or omission, on the part of City, its officers, agents, employees, subcontractors and/or others working at the direction of City or on City's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation while carrying out the operations of this IGA, or due to any breach of this IGA; provided, that City and its respective governing body does not waive its sovereign immunity by entering into this IGA, and City retains all immunities and defenses provided by law with respect to any action based or occurring as a result of this IGA.

To the extent permitted by law, each Party shall be responsible for its own negligence and that of its officials, officers, employees, agents, representatives and servants.

Each Party to this IGA agrees to be responsible for the liabilities arising from the conduct of their own officers, officials, employees, agents, representatives and servants.

Default and Dispute Resolution

Any claim, controversy or dispute, related directly or indirectly to this Agreement, shall be resolved by a court of competent jurisdiction located in Cobb County, Georgia. The parties agree in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.

Article VI
Release and Limitation of Liability

City hereby agrees to release and hold harmless County form any and all liability for damages to property, bodily injury, or death to any person. City also agrees that County shall not be liable to indirect, incidental, or consequential damages of ror any lost profits, savings or revenues of any kind.

Article VII
Force Majeure

City agrees that County shall not be held liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public

enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or networks, and failure of a third-party to act notwithstanding reasonable efforts on the part of County or other causes beyond County's control.

Article VIII
Entire Agreement and Amendments

A. **Entire Agreement.** This Agreement, together with all exhibits attached hereto, represents the sole and entire agreement between the Parties and supersedes all previous or prior agreements, understandings, representations or commitments between the Parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the Parties or have been offered as an inducement for either Party to execute this document.
B. **Recitals.** The Whereas clauses are incorporated into the terms and conditions of this Agreement.
C. **Amendments.** The Agreement may be modified at any time by mutual written consent of County and City, as approved by the Parties' governing authorities, provided, however, that City may enter into additional agreements with County for the addition and or deletion of services.

Article IX
Assignability

No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto. Contracts in which the County enter with third parties to perform or assist in the performance of duties under this Agreement shall not be subject to this Article.

Article X
Severability

If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of the Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

Article XI
Notices

All notices and other communications required or permitted under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested with postage and fees prepaid, to the addresses set forth below, and shall be deemed to be effective when received or refused. Either Party may change the address to which future notices or other communications shall be sent by notifying the other Party. Any such notice or communication shall be sent to:

If to City: City Manager
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

If to County: County Manager
100 Cherokee Street
Marietta, Georgia
cc: Public Safety Director

and a copy to:

Cobb County Animal Services Director
1060 Al Bishop Drive
Marietta, Georgia 30008

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

ARTICLE XII
County Personnel

County shall have sole responsibility for all personnel decisions related to County employees providing services pursuant to this Agreement.

ARTICLE XIII
Broad Preservation of Immunities

No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the Parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Agreement shall be construed to be a waiver of the Parties' sovereign immunity or any individual's qualified good faith or official immunities.

ARTICLE XIV
No Personal Liability

Nothing herein shall be construed as creating any individual or personal liability on the part of any of the Parties' elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers. No such individual shall be personally liable to City or County in the event of any default or breach by either Party or on any obligation under the terms of this Agreement. The Parties agree that any remedy, claim, demand, or suit shall be directed and/or asserted only against the other Party and not against any

elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

ARTICLE XV
Relationship of the Parties

The Parties do not intend that any provision of this Agreement or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement. City acknowledges and agrees that County employees and contractors providing services under this Agreement are not subject to direction or interference by City. Likewise, the County acknowledges and agrees that City employees and contractors providing services under this IGA are not subject to direction or interference by the County.

ARTICLE XVI
Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[signatures follow on the next page]

IN WITNESS WHEREOF, this Agreement has been executed by the County, the Chief Magistrate Judge and a duly authorized representative of the City of Kennesaw as of the date set forth above.

CITY OF KENNESAW		COBB COUNTY
Derek Easterling, Mayor		Lisa N. Cupid, Chairwoman
Date: _____		Date: _____
Attest:		Attest:
City Clerk		County Clerk
Approved as to Form:		Approved as to Form:
City Attorney		County Attorney's Office
		CHIEF MAGISTRATE
		Judge Brendan F. Murphy
		Date: _____

Exhibit “A”
County Animal Ordinances

Exhibit “B”
City Animal Ordinances

Chapter 10 ANIMALS[1]

ARTICLE I. IN GENERAL

Sec. 10-1. Definitions.

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

Abandonment (of an animal) means the act of any person who:

(1) Abandons an animal by leaving an animal unattended for a period of time in excess of 24 hours without food, water, adequate ventilation or shelter on public or private property, including but not limited to the property of the owner/custodian;

(2) Puts out, leaves, abandons, or in any other way discards any animal on public or private property, including but not limited to the property of the owner/custodian, and including but not limited to leaving an animal contained in a box, bag, fence, house or other structure or tethered; or

(3) Places an animal in the custody of a state licensed entity, such as but not limited to a veterinary clinic, grooming facility, boarding facility, or pet sitter for treatment, boarding, or other care, and fails to reclaim the animal by the agreed upon time.

Abused animal means any animal that has been harmed by an act, an omission or neglect, including but not limited to any animal that has been:

(1) Deprived of adequate food, water, shelter, ventilation, care, space, or veterinary care.

(2) Physically harmed, tortured, mutilated, beaten, or illegally killed.

(3) Trained/used for fighting other animals.

(4) Used as bait to train/lure other animals to fight/kill.

Adequate means sufficient; commensurate; equally efficient; equal to what is required; suitable to the case or occasion; satisfactory.

Animal shall not include fish or any pests that might normally be exterminated or removed from a business, a residence or other structure.

Animal bite means any physical contact of the teeth, nails, or claws of an animal with human flesh, including but not limited to a scrape, puncture, pierce, scratch or tear, so long as bleeding results.

Animal care facility means any licensed animal control/services shelter that is either maintained by or under contract with any state, county, or municipality whose mission and practice is the rescue and placement of animals in permanent homes or animal rescue organizations.

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[1]**State enabling legislation reference—**Animal regulations authorized, § 2-38(3).

State law reference(s)—Authority to exercise animal control, Ga. Const. art. IX, § II, ¶ III(a)(3).

Animal mill means an individual or entity that keeps and/or breeds animals in conditions where animals are frequently caged for extended periods of time, do not receive adequate care, and/or are not kept in an environment conducive to the health and well-being of the animals.

Animal services officer means an individual authorized by law to carry out the duties imposed by this chapter.

Attacking or biting animal means:

(1) Any animal which poses a physical threat to human beings or other animals by virtue of an attack that caused property damage and/or physical injury.

(2) An animal shall not be an "attacking or biting animal" within the meaning of this chapter if:

a. It inflicts an injury upon a person when the animal is being used by a law enforcement officer to carry out the law enforcement officer's official duties.

b. The injury inflicted by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the animal; had in the past been reported to have tormented, abused or assaulted the animal; or was committing or attempting to commit a crime.

Bedding (adequate) means sufficient quantity of dry, non-contaminated, safe bedding, which is appropriate to the animal's age, size, species, and breed requirements.

Board of health means the Cobb County Board of Health, or its authorized representatives, which shall include officers or employees of CCAS.

Care (adequate/humane) means attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.

CCAS means, collectively, the animal services managers and employees who, under the direction of the Cobb County Animal Services Director, operate as a unit of the Cobb County Department of Public Safety, its successor department(s), or other entity selected by the Board of Commissioners to carry out the duties of animal services for Cobb County pursuant to this chapter and federal/state laws.

CCAS shelter means the facility operated by CCAS for the purpose of providing shelter and care for dogs, cats, or other animals taken into custody under the provisions of this chapter.

Classified dog means any dog that has been classified either as a dangerous dog or vicious dog pursuant to the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq.

Confinement means restriction of an animal to a home, basement, garage, building, pen, or other escape-proof enclosure. Confinement by a rope, chain, tether, fenced yard or other area accessible by other animals or persons, other than the caretaker, is not considered confinement.

Costs means the costs associated with the confiscation of classified dogs or vicious animals that are determined by the Board of Commissioners and shall be paid by the owner to CCAS.

Dangerous dog means any dog that:

(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs;

provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

(4) No dog shall be classified as a dangerous dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.

Dead animal means a deceased animal including the carcass or parts of a carcass.

Director means the director of CCAS.

Dispose of means:

(1) The sale of any live animal at public or private sale, the giving or adopting of a live animal to an individual/entity, or the transference of ownership of a live animal to CCAS or any licensed humane society, licensed rescue group or licensed veterinarian.

(2) Appropriate burial or cremation of a dead animal as directed in this chapter.

Dog control officer is the Director of CCAS and is charged with the responsibility for the administration and enforcement of the Responsible Dog Ownership Law, set forth in O.C.G.A. § 4-8-20, et seq. The Director has the authority to use CCAS staff to assist in the implementation of his or her duties under the Responsible Dog Ownership Law.

Domestic animal means any animal other than wildlife, wild animals, or exotic animals as defined by this chapter that is domesticated by humans so as to live and breed in a tame condition.

Effluent means an outflow or discharge of waste.

Euthanasia means the legal act of putting animals to death using humane methods approved by the Georgia Department of Agriculture.

Exercise (adequate) means bodily exertion suitable to the age, size, species and breed of animal to maintain normal good health, muscle tone, non-aggressive temperament, and normal behavior.

Exotic animal means any animal that is not indigenous to the State of Georgia.

Fence means a structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.

(1) A fence does not include an "invisible fence" if the fence is:

a. Turned off or the animal is not wearing a properly operating signaling device;

b. Ineffective for any animal that has learned it can cross the fence line;

c. Intended to be a means of keeping people or animals out of an enclosed area; or

d. Buried in or adjacent to the county right-of-way.

(2) An invisible fence is not an acceptable means of control for a vicious animal, a classified dog, or an animal that is in estrus/heat.

Feral cat means a cat that has no owner and was either born in the wild and lacks socialization or was returned to the wild and became untrusting of humans. A feral cat is typically untamed and evasive.

Fighting animal/game animal means any animal that has aggressive parentage, or an animal bred and/or trained to:

(1) Exhibit aggressive qualities;

(2) Have no instinct to withdraw from a fight or to display signs of submission;

(3) Fight to the point of complete exhaustion or death with minimal provocation;

(4) Suppress the animal's instinct for self-preservation;

(5) Inflict maximum damage to the animal's opponents;

(6) Offer little or no indication that an attack is imminent; or

(7) Be ready/willing for combat and unyielding in combat.

Food (adequate) means sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.

Foster home means a temporary home that cares for animals until they can be placed in a permanent home or returned to CCAS or its designee for adoption/disposal. Foster homes must be affiliated with and controlled by licensed rescue groups and/or licensed animal shelters.

Garbage means all refuse matter/effluent. Garbage includes, but is not limited to animal or vegetable refuse, by-product of a restaurant, kitchen, or meat/poultry processing establishment, spoiled/rancid food and refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise (that is normally discarded).

Grid means a manufactured type of wood, plastic, or wire flooring specifically designed to be used in an area where an animal is housed.

Hoarder means a person or entity that:

(1) Collects animals and fails to provide them with humane/adequate care;

(2) Collects dead animals that are not properly disposed of as required by this chapter; or

(3) Collects, houses, or harbors animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept, and/or to the animals or residents of adjacent property.

Human exposure to rabies means any bite, scratch, or other situation in which saliva or central nervous system (CNS) tissue of a potentially rabid animal enters an open wound, fresh wound, or comes in contact with a mucous membrane by entering the eye, mouth, or nose. Touching or handling a potentially rabid animal with the possible exception of a bat or touching or handling another animal or inanimate object that has had contact with a rabid animal does not constitute an exposure unless wet saliva or CNS tissue entered a fresh, open wound or had contact with a mucous membrane. Likewise, contact with the urine, feces, or blood of a potentially rabid animal does not constitute an exposure since the pathogenesis of rabies is such that the virus follows nerve pathways and has only limited circulation in the blood.

Impoundment means the taking into custody of an animal by CCAS.

Licensed means having a valid Georgia state license issued under the authority of the State of Georgia.

Lure means an animal used to bait/teach/encourage another animal to chase, fight or kill other animals.

Manager means a manager of CCAS and/or his or her designee.

Neglect means absence of adequate care that is unintentional.

Neglect (willful) means the intentional withholding of adequate food, water and humane care required by an animal to prevent starvation, dehydration, death, or other harmful/debilitating conditions.

Nuisance animal means any animal that:

(1) Damages, soils, defiles, eliminates or defecates on private property other than its owner's property or on public property;

(2) Causes unsanitary or offensive conditions or otherwise endangers public health, welfare or safety;

(3) Causes a disturbance by barking, howling or other noisemaking for a period of more than 15 minutes;

(4) Chases vehicles, bicycles, or people;

(5) Is in estrus and not confined in a manner which can keep it away from intact males of the same species; or

(6) Causes serious annoyance to a neighboring residence and interferes with the reasonable use and enjoyment of that property.

Owner means any person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping or having custody or control of any animal subject to this chapter. This definition is intended to embrace any person who is a custodian.

Police department means the Cobb County Police Department or its successor department(s).

Primary enclosure means any structure or device used to restrict an animal to a limited amount of space, such as a fence, building, room, pen, run, cage, stall, paddock, or pasture, that provides adequate space and shelter.

Proper enclosure means an enclosure for keeping a dangerous dog, vicious dog or vicious animal securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of another animal or any person other than the owner or caretaker.

The enclosure must:

(1) Be designed to prevent the animal from escaping, and:

a. If the enclosure is a fence, the fence must be high enough to keep the animal from climbing over and must be secured at the bottom to keep the animal from digging under.

b. If the enclosure is a pen or structure other than a fence, the pen or structure must have secure sides, top and bottom constructed or secured in such a manner to prevent the animal's escape, and be of a height and strength to maintain the animal within it.

(2) Provide adequate shelter.

(3) Provide adequate space for the animal.

Provoked attack means an attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.

Relinquished means written transfer of ownership of an animal by the owner to CCAS.

Rescue animal means a dog, cat, or other animal temporarily maintained by a licensed rescue group until the animal can be placed in a permanent home.

Rescue group (licensed) means any individual or entity that houses and cares for rescue animals until permanent homes can be located and that maintains all required federal, state and local licenses/registrations.

Restraint of animal means complete and immediate control of an animal by a physical device while under the direct supervision of a competent person. .

Running at large means any domestic animal not under the control and restraint of the owner or the owner's designee.

Sale of animals means the transfer of ownership of an animal through verbal or written agreement to a new owner in exchange for money, goods, services, or fees.

Sanitary conditions means animal living space free from health hazards, irritants, or conditions that may endanger or pose a significant risk to an animal's health. In the case of farm animals, nothing in this section shall be construed as imposing sanitation requirements or standards more stringent than normally accepted animal husbandry and humane practices as defined by this chapter and Georgia state law as regulated by the Georgia Department of Agriculture.

Serious injury means any physical injury caused by a dog that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Shelter (adequate) means protective cover for a domestic animal appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health.

(1) Adequate shelter includes but is not limited to the following:

a. Sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures;

b. Sufficient protection from the elements to keep the animal dry;

c. Sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and

d. Adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

(2) Adequate shelter is structurally sound housing which provides an animal with:

a. Adequate space;

b. Four solid walls or an "igloo" type of structure;

c. A roof;

d. A dry floor that is either:

1. Solid, or

2. Grids, provided the animal can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The grids and area under the grids must be designed so that they can be cleaned and sanitized.

e. An entrance; and

f. Adequate space for the number of animals on the property.

(3) Materials not suitable for shelters include but are not limited to:

a. Inadequately insulated containers;

b. Crates with exposed sharp edges;

c. Metal or plastic drums;

d. Abandoned or parked vehicles;

e. Porches or decks;

f. Lean-tos;

g. Any other structure that fails to provide sufficient protection from the elements; and

h. Any other structure that is not safe or suitable for housing the species.

Space (adequate) means:

(1) Sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal;

(2) Sufficient space during periods of confinement, suitable to the age, size, species and breed of animal to permit the animal to turn about freely, stand, sit, or lie, move, etc. in a comfortable and normal position; or

(3) For sick or injured animals, confinement as directed by a veterinarian.

Strict confinement/isolation for animals bitten by rabid animal means confinement for the period of time recommended by the State of Georgia and kept inside a home, basement, garage, or suitable building, and isolated from other animals and people other than the caretaker while the animal is being observed for symptoms of rabies. An animal within a fenced yard, on a chain, or otherwise in an area accessible in any way to other animals or persons other than the caretaker is not in a strictly confined area.

Temperature control (adequate) means maintaining temperatures recommended for animals by the Department of Agriculture guidelines for shelters and farm animals.

Tether means any chain, rope, leash, tie out or wire designed to restrain an animal which is attached to an animal's collar or halter and is also attached to a stationary object. Acceptable temporary tethers include appropriate size chain, leash, rope or other tethering device that is of adequate length to satisfy the space and exercise requirements for the animal. In any event, any tether must be a minimum of ten feet in length. Tethering devices, as referred to in this chapter, are the type commonly used for the size animal involved and are attached to the animal by means of a properly fitted collar or harness.

Training group (licensed) means an appropriately licensed organization or individual that trains animals to assist physically handicapped persons, to assist search and rescue operations, and/or to work with government agencies or law enforcement agencies.

Unprovoked attack or *without provocation* means an attack that is not provoked as defined by this chapter.

Unsanitary conditions means animal living space including shelter and exercise area, contaminated by health hazards, irritants, items or conditions that endanger or pose a risk to an animal's health, including but not limited to:

(1) Excessive animal waste;

(2) Garbage, trash or effluent;

(3) Standing water or mud;

(4) Rancid/contaminated food or water;

(5) Fumes, foul or noxious odors, contaminated air, hazardous chemicals or poisons;

(6) Decaying materials;

(7) Uncontrolled parasite or rodent infestation; and

(8) Areas that contain nails, screws, broken glass, broken boards, pits, poisons, sharp implements or other items that could cause injury, illness or death to an animal.

Ventilation (adequate) means fresh air sufficient to provide for the health of an animal.

Veterinarian means a doctor of veterinary medicine licensed to diagnose and treat diseases and injuries in animals.

Veterinary care (adequate) means medical care of an animal from or under the direction of a licensed veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent an animal from suffering from:

(1) Ongoing infections;

(2) Infestation of parasites;

(3) Disease; or

(4) Any other medical condition/injury where withholding or neglecting to provide such care would:

a. Endanger the health or welfare of the animal; or

b. Promote the spread of communicable diseases.

Veterinary clinic (licensed) means a business facility where veterinary medicine is practiced.

Vicious animal means:

(1) Any animal, other than a dog, which:

a. Constitutes a physical threat to human beings or other animals by virtue of an attack of such severity or intensity as to cause severe property or physical damage; or

b. Makes an unprovoked attack on animals or on human beings; or

c. Intentionally attacks physical property in an effort to cause harm to a human or other animal.

(2) An animal shall not be a vicious animal within the meaning of this chapter if:

a. It inflicts an injury upon a person when the animal is being used by a law enforcement officer carrying out official duties; or

b. The injury inflicted by the animal was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the animal, had in the past been reported to have tormented, abused or assaulted the animal, or was committing or attempting to commit a crime.

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. No dog shall be classified as a vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.

Water (adequate) means clean, fresh water sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the animal's health. For the purposes of this chapter, snow, ice or rancid/ contaminated water are not considered adequate water.

Wild animal/wildlife means any animal which is indigenous to this state, but not included in the definition of a domestic animal, and including any hybrid animal that is part wild animal.

(Ord. of 9-23-80, § 2; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 2-11-20; Amd. of 10-24-23)

Cross reference(s)—Definitions generally, § 1-2.

State law reference(s)—Georgia Animal Protection Act, O.C.G.A. § 4-11-1, et seq.; Ga. Comp. R & Regs. § 40-13-13; Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq.

Sec. 10-2. Penalty for violation of chapter.

Any person who violates any provision of this chapter shall be punished as provided in section 1-10.

(Ord. of 9-23-80, § 28; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-3. Interpretation of chapter.

(a) Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with the preemptive effect of any federal or state law.

(b) Nothing in this chapter shall be interpreted or applied so as to create any liability on the part of county, or any employee, board or official which enforces or fails to enforce any of the provisions provided in this chapter or any provisions in the Responsible Dog Ownership Law.

(Ord. of 9-23-80, § 3; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-4. Incorporation of state law; construction.

(a) *Incorporation.* The state law known as the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq., is adopted and incorporated in this chapter by reference and made part of this chapter. Any portions of this chapter that are expressly inconsistent with the terms and provisions of the Responsible Dog Ownership Law are repealed.

(b) *Construction.* This chapter shall be construed to effectuate its purposes and policies and to supplement existing state or federal laws as may relate to animals.

(Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-5. Jurisdiction and interlocal agreement.

The jurisdiction for enforcement of this chapter shall be in the unincorporated area of the county; however, the county may contract or enter into agreements with other municipalities to enforce this chapter for joint animal services or for the provision of animal services and for the separate or joint use of personnel, facilities and equipment for such services. Such agreements or contracts shall be subject to any state law, which may govern.

(Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-6. Interference with animal services officer.

It shall be unlawful to interfere with any animal services officer by taking or attempting to take any animal from any vehicle used to transport such animal, or by taking or attempting to take any animal from the animal services impounding areas, or by any other method which would block or hinder any officer referred to in this section from performing his or her duties.

(Ord. of 9-23-80, § 24; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-7. Disposal of dead animal.

(a) *Abandonment of dead animals; requirements as to disposal generally.*

(1) It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the animal, its parts, or blood. Under no conditions may dead animals be abandoned at any location, including but not limited to, in wells or open pits of any kind on private or public land.

(2) No person shall dispose of an animal, its parts or blood, by burial on the land of another without the permission of the owner of the land.

(3) Arrangements for proper burial must be made with a county official in order to dispose of a dead animal in a county landfill.

(b) *Removal and disposition of dead animals within rights-of-way and on public property.* Any other provision of this section to the contrary notwithstanding, it shall be the duty of CCAS and the Cobb County Department of Transportation to remove and dispose of the carcasses of all dead animals found within the rights-of-way of all county roads maintained either totally or in part from county funds.

(c) *Methods of disposal of dead animals.* Methods which can be used for disposal of dead animals are burial and incineration in a county approved incinerator. Disposal of animal carcasses by either of the approved methods must be completed within 12 hours after the death or discovery of the carcass unless the carcass is properly refrigerated or frozen.

(1) If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process only in a county approved incinerator.

(2) Carcasses which are buried must be buried at least three feet below the ground level, but no more than eight feet, and have not less than three feet of earth over the carcass.

(3) Mutilation of dead domestic animals is prohibited.

(Ord. of 5-24-05; Amd. of 10-24-23)

State law reference(s)—Dead Animal Disposal Act, O.C.G.A. § 4-5-1 et seq.

Sec. 10-8. Treatment of diseased or injured animals.

When, in the opinion of the CCAS manager, an animal in the custody of CCAS is:

(1) Diseased or injured and in need of immediate treatment so as to lessen the animal's suffering or to prevent the spread of communicable disease, the CCAS manager or designee shall immediately obtain the services of or place the animal with a licensed veterinarian for the purpose of administering necessary treatment.

(2) Suffering needlessly due to a life threatening disease or injury, and a licensed veterinarian recommends euthanasia as the most humane course of action, and the CCAS manager or designee agrees that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

(Ord. of 9-23-80, § 18; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-9. Animals creating nuisances.

The owner of any animal shall be in violation of this chapter if the animal exhibits any behavior or engages in any activity defined as a "nuisance animal" under section 10-1.

(Ord. of 9-23-80, § 25; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-10. Requirements for possessing classified dogs; registration; insurance; inspection.

(a) It shall be unlawful for an owner to have or possess within this state a classified dog without a certificate of registration issued in accordance with the provisions of this Code section. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.

(b) Unless otherwise specified by this section, a certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:

(1) The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and

(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.

(c) Except as provided in subsections (e) and (f) of this section, a certificate of registration for a vicious dog shall be issued if a dog control officer determines that the following requirements have been met:

(1) The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;

(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;

(3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and

(4) The owner maintains and can provide proof of general or specific liability insurance in the amount of at least $50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.

(d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of the Responsible Dog Ownership Law.

(e) No person shall be the owner of more than one vicious dog.

(f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:

(1) A serious violent felony as defined in Section 17-10-6.1 of the Official Code of Georgia;

(2) The felony of dogfighting as provided for in Section 16-12-37 of the Official Code of Georgia or the felony of aggravated cruelty to animals as provided for in Section 16-12-4 of the Official Code of Georgia; or

(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in Sections 16-13-31 and 16-13-31.1 of the Official Code of Georgia from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.

(g) Certificates of registration shall be renewed on an annual basis. At the time of renewal of a certificate of registration for a vicious dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this chapter. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this chapter.

(h) Fees. An annual fee to register classified dogs as set by the Board of Commissioners shall be paid by the owner to CCAS.

(i) Right to inspect. CCAS shall have the right to inspect, randomly and without notice, a dangerous dog or vicious dog, which is required to be confined pursuant to this section, in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.

(j) The owner of a classified dog shall notify the dog control officer within 24 hours if the dog is on the loose or has attacked a human and shall notify the dog control officer within 24 hours if the dog has died or has been euthanized.

(k) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

(l) The owner of a classified dog who moves from one jurisdiction to another within the State of Georgia shall register the classified dog in the new jurisdiction within ten days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required in Section 4-8-27 of the Official Code of Georgia within 30 days of becoming a resident.

(Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

State law reference(s)—Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq.

Sec. 10-11. Control of animal.

(a) *General control.*

(1) It shall be unlawful for the owner of any animal to permit such animal to be out of his immediate control and restraint, or to be left unattended off the premises of the owner, or to be upon the property of another person without the permission of the owner or person in possession of such other property. For the purposes of this chapter, condominium and apartment common property shall not be considered to be the premises of the animal owner. Voice control does not constitute control of an animal.

(2) Restraint of dogs and/or animals shall be maintained as follows:

a. When upon the premises of the owner, all animals shall be kept indoors or in a primary enclosure as defined by this chapter in such a manner as to contain the animal within the bounds of the owner's premises, or on a leash in the hands of a person that possesses the ability to restrain the animal.

b. When off the premises of the owner, all animals shall at a minimum be maintained on an appropriate chain, leash or tie not exceeding six feet in length, and in the hands of a person who possesses the ability to restrain the animal.

c. It shall be unlawful for any owner of a dog to chain, tie, fasten or otherwise tether the dog to a stationary object or pulley run as a means of confinement, except that the dog may be temporarily confined by a tether while attended by its owner, notwithstanding subsections (2)a. and (2)b. of this section.

(3) The requirements of subsection (2) of this section shall not apply in the areas zoned for agricultural purposes where the owner of the dog is using the dog for hunting or working purposes and has the dog in his possession or control. If the dog is being used for hunting purposes the owner shall have on his person a valid hunting license. Dogs, while hunting, or show dogs while being shown, are not required to wear a collar or dog tag; but the owner shall have the dog tag in his possession where it may be shown upon demand of a representative of CCAS.

(4) No person shall tie, stake or fasten any animal within any street, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, alley, sidewalk or other public place.

(5) Every female dog and cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with an intact male of the same species except for planned breeding.

(6) Every animal shall be restrained and controlled so as to prevent it from causing property damage, harassing pedestrians or bicyclists, molesting passersby, chasing vehicles, or attacking persons or other animals.

(7) Exception: Section 10-11(a)(2)b. shall not apply to the areas contained within the Sweat Mountain Dog Park or within any other county or city dog park designated as such by the applicable governing authority, provided that all other rules, regulations and ordinances connected to the use of that area are followed. All owners must possess the ability to restrain their dog(s) and must be present in the off-leash area of said park with any dog(s) they brought into the park, to adequately control or restrain them if needed, so as to prevent injury to other people or dogs in the off-leash area.

(b) *Control of attacking, biting, or vicious animal.*

(1) The above provisions concerning general control and contained in subsection (a) of this section are applicable to attacking, biting, or vicious animals.

(2) When upon the premises of the owner, attacking, biting, or vicious animals shall be kept indoors or in a proper enclosure as defined by this chapter. Permanent or temporary tethering as a means of enclosure is not permissible.

(c) *Control of classified dogs.*

(1) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:

a. The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary;

b. The dog is contained in a closed and locked cage or crate; or

c. The dog is working or training as a hunting dog, herding dog, or predator control dog.

(2) It shall be unlawful for an owner of a vicious dog to permit the dog to be:

a. Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:

1. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

2. The dog is contained in a closed and locked cage or crate; or

b. Unattended with minors.

(Ord. of 9-23-80, § 9; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Ord. of 2-27-07; Amd. of 4-25-17; Amd. of 10-24-23)

State law reference(s)—Livestock running at large or straying, O.C.G.A. § 4-3-1, et seq.; permitting female dog in heat to roam free, O.C.G.A. § 4-8-6; Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq.

Sec. 10-12. Attacking or biting animals.

The owner of any animal that exhibits the characteristics or behavior as set forth in the definition of "attacking or biting animal" set forth in section 10-1 shall be in violation of this chapter.

(Ord. of 9-23-80, § 26; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-12.1. Vicious animals; possession of vicious animals.

(a) The owner of any animal shall be in violation of this chapter if the animal engages in any activity or exhibits any behavior falling within the definition of a "vicious animal" under section 10-1 of this chapter.

(b) Upon being adjudicated guilty of or entering a guilty plea or nolo contendere plea to a charge made under this provision, the owner of the vicious animal, if allowed to maintain the animal will have to adhere to the following requirements for possessing a vicious animal:

(1) The owner must possess a proper enclosure to confine the vicious animal; and

(2) The owner must post the premises with a vicious animal warning sign.

(c) Right to inspect. CCAS shall have the right to inspect, randomly and without notice, a vicious animal which is required to be confined pursuant to this section in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.

(d) Any person who releases a vicious animal either willfully through failure to exercise due care or control or who takes such animal out of such proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter.

(Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-13. Attacking and biting animals; classified dogs; report of; confiscation.

(a) *Notice to the county.*

(1) Any person having information an animal has bitten or attacked a person shall immediately report such information to CCAS.

(2) Notwithstanding the provisions of subsection (a)(1) of this section, the owner of a vicious animal shall notify CCAS immediately, but in any case within 24 hours, if the animal is loose, unconfined, has attacked a human, has died or has been sold or donated. If the animal has been sold or donated, the designation travels with the animal, and the original owner shall provide CCAS with the name, address and telephone number of the new owner of the animal, and the former owner shall inform the new owner of the designation.

(b) *Confiscation of biting animals.* Upon receiving notice that an animal has bitten or attacked a person, an authorized person from CCAS shall investigate the incident. Any animal determined to have bitten a person shall be immediately strictly confined and isolated for observation at CCAS or, at the owner's option, the

owner may immediately take the biting animal to a licensed veterinarian. In the event the licensed veterinarian is closed or unable to take the animal at that time, the animal will be immediately transported to the CCAS shelter and held until the animal can be transported to a veterinary clinic. Regardless of the quarantine or confinement location, the owner shall be responsible for all expenses incurred. The biting animal shall be segregated and isolated for at least ten days from the date of the bite.

(1) Nothing shall prohibit CCAS from allowing an animal to remain in strict confinement on the premises of the owner subject to daily inspections by CCAS so long as the health, safety, and welfare of any person or animal is not threatened. Those animals may include but are not limited to the following:

a. A female animal that is nursing offspring and that is current on her rabies vaccination.

b. A vaccinated animal if the animal has a medical condition, verified by a written statement from a licensed veterinarian, and confinement at CCAS or a veterinary clinic would be detrimental to the health and welfare of the animal.

c. An animal that is current on its vaccination and has bitten its owner, caretaker, or member of its family.

(2) No animal that is in strict confinement for biting shall be vaccinated for rabies until the end of the quarantine period.

(3) No animal that is in strict confinement shall be sterilized or undergo any other surgical procedure during the quarantine period unless the surgery is necessary for a life threatening medical condition or injury.

(c) *Confiscation of classified dogs.* A dangerous dog or vicious dog shall be immediately confiscated by any dog control officer or by a law enforcement officer in the case of any violation of the Responsible Dog Ownership Law. A refusal to surrender a dog subject to confiscation shall be a violation of this chapter.

(d) *Return of confiscated classified dogs or vicious animals.*

(1) Any vicious animal that has been confiscated under the provisions of subsection (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this chapter and upon payment of reasonable confiscation costs provided in this chapter. If the owner has not complied with the provisions of this section within 20 days of the date the vicious animal was confiscated, the vicious animal shall be destroyed in an expeditious and humane manner. The payment of reasonable confiscation costs and the return of a vicious animal shall not bar or affect an action against the owner for violation of this chapter.

(2) The owner of any classified dog that has been confiscated pursuant to subsection (c) of this section may recover such dog upon payment of all reasonable confiscation and housing costs and proof of compliance with section 10-10, unless such confiscation is deemed to be in error by the dog control officer or the Animal Services Board. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

a. In the event the owner of any classified dog has not complied with the provisions of section 10-10 within 14 days of the date the dog was confiscated, such dog shall be released to an animal shelter, as such term is defined in section 4-14-2 of the Official Code of Georgia, or euthanized in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

(Ord. of 9-23-80, § 13; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-14. Prohibited animals.

It shall be unlawful to purchase, sell, own, possess, harbor or breed skunks, foxes, prairie dogs, raccoons, coyotes, wolves, hybrid wolves, any hybrid animal that is part wild animal, exotic cats or any other wildlife unless licensed by the respective federal or state department of agriculture to possess such animal.

(Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 6-28-94; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-15. Ferrets.

European ferrets, mustela putorius furo, may be sold, purchased, exhibited, or held as pets, provided that the ferret owner can provide valid documentation that the ferret was sexually spayed or neutered prior to seven months of age and is vaccinated against rabies by a licensed veterinarian with a properly administered vaccine approved for use on ferrets by the United States Department of Agriculture.

(Ord. of 5-24-05)

Secs. 10-16—10-35. Reserved.

ARTICLE II. ADMINISTRATION AND ENFORCEMENT

DIVISION 1. GENERALLY

Sec. 10-36. CCAS responsibility and staff.

(a) CCAS shall have primary responsibility for animal control and welfare in the county.

(b) *Appointment of Director.* The Director of CCAS shall be appointed by the appropriate appointing authority. The Director may also be designated by the board of health as the official rabies control officer for the county.

(c) *Powers and duties of Director.* The Director shall be primarily responsible, with support from the Director of the Department of Public Safety and the assistance of his or her staff, for the enforcement of this chapter; and his or her duties shall include but not limited to the following:

(1) Responsible for the operation of the CCAS shelter and the performance of such duties and the keeping of such records as the Board of Commissioners may require.

(2) Cooperation with the Cobb County Board of Health in the enforcement of rabies control regulations and of animal control directives.

(3) Cooperation with animal welfare organizations.

(4) Taking up and impounding animals which are in violation of this chapter, using any and all means available that are humane in nature.

(5) Housing animals at the CCAS shelter, or at any facility designated by CCAS to function or serve as an auxiliary shelter.

(6) Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal the following:

a. A general description by sex, breed and approximate age, together with any identification tag, vaccination tag or other marking, if any;

b. The date of receipt;

c. The date and manner of disposal;

d. The name and address of the person reclaiming or adopting;

e. The fees and charges;

f. The proceeds of sales received;

g. The condition of the animal when received;

h. Any treatment administered to the animal, including any drugs, medication or appliances;

i. The condition of the animal when reclaimed, redeemed, adopted or purchased; and

j. Such additional records as the Board of Commissioners may require.

(d) *Identification.* Animal services officers shall wear uniforms and badges containing individual names while engaged in the execution of their duties. The Director and managers shall possess badges for use in the execution of their duties, but shall not necessarily wear uniforms.

(e) *Dog control officer.* A dog control officer shall carry out all duties provided for by the Responsible Dog Ownership Law for the county or any other local government pursuant to contract or agreement; and his or her duties shall include, but not be limited to the following:

(1) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within a dog control officer's jurisdiction, the dog control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or a vicious dog.

(2) When a dog control officer determines that a dog is subject to classification as a dangerous dog or a vicious dog, the dog control officer shall mail a dated notice to the dog's owner within 72 hours. Such notice shall include a summary of the dog control officer's determination and shall state that the owner has a right to request a hearing from the Animal Services Board on the dog control officer's determination within seven days after the date shown on the notice. The notice shall provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the dog control officer's determination shall become effective for all purposes under the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq. If an owner cannot be located within ten days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.

(3) If a hearing is requested, the Animal Services Board shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that classification shall become effective. If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.

(4) The Animal Services Board's final decision is subject to judicial review by the Cobb County Probate Court in accordance with O.C.G.A. § 15-9-30.9.

(Ord. of 9-23-80, § 4; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-37. Fees.

(a) The fees with respect to all services performed in connection with enforcement of this chapter shall be set by the Board of Commissioners from time to time. A copy of such fee schedule shall be posted at the headquarters of CCAS and may be changed at any time and from time to time as determined by the Board of Commissioners.

(b) The fees established and collected under this chapter and pursuant to the Responsible Dog Ownership Law are not penalties but are imposed for the sole purpose of defraying expenses borne by the county for animal control and welfare under this chapter and are subject to change at any time.

(c) CCAS may waive any part of the normally required fees at the Director's discretion.

(Ord. of 9-23-80, § 20; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Secs. 10-38—10-50. Reserved.

DIVISION 2. ANIMAL SERVICES BOARD[2]

Sec. 10-51. Membership.

(a) The Cobb County Animal Services Board shall consist of the following: One member of the Humane Society of Cobb County board of directors or its designee (post 1); three interested citizens who have interest in domestic animals (posts 2, 3, 4); two veterinarians, at least one of whom shall be a member of the Cobb County Veterinary Medical Society (posts 5, 6); and one citizen chosen by the Chairman or Chairwoman of the Board of Commissioners (post 7). Members of the Animal Services Board shall adopt procedures and policies to govern potential conflicts of interest arising from the responsibilities and duties of their positions.

(b) The Director of CCAS shall be an ex officio member of the Animal Services Board.

(c) All members of the Animal Services Board shall be residents of the county.

(d) Members of the Board of Commissioners from districts 1, 2, 3 and 4 shall separately appoint posts 5, 3, 1, and 6 respectively (i.e., district commissioner 1 appoints post 5; district commissioner 2 appoints post 3; district commissioner 3 appoints post 1; district commissioner 4 appoints post 6.) The terms of those four members will run concurrent with the appointing commissioner's term, and these members will serve at the appointing commissioner's pleasure.

In addition, the commissioners from districts 1 and 3 shall together appoint the post 4 member, and the commissioners from districts 2 and 4 shall together appoint the post 2 member. These two members shall serve at the pleasure of the appointing commissioners, and these members' terms shall begin with the announcement of their appointment at an open meeting and will conclude upon first of their appointing commissioner's leaving office for any reason. Notwithstanding the above, all members shall continue to serve until their replacements are appointed.

[2]Editor's note(s)—An amendment of October 24, 2023, amended the title of division 2.

Cross reference(s)—Boards, commissions, and authorities, § 2-191 et seq.

(e) One member of the Animal Services Board (post 7) shall be appointed by the chairman of the Board of Commissioners. The post 7 member shall serve concurrently with the chairman's term of office and at the chairman's pleasure and until a successor is appointed and qualified.

(f) The changes provided in this section concerning membership will take effect post-by-post upon the expiration of the terms of the members of the Animal Services Board presently serving on the date of the adoption of this revision of this chapter.

(Ord. of 9-23-80, § 5; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 3-9-93; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-52. Powers and duties.

(a) In addition to such other powers and duties as may be set forth in this chapter, the Animal Services Board shall have the power and duty to:

(1) Hold hearings and recommend to the Board of Commissioners regulations and amendments to this chapter concerning the control and welfare of animals in the county.

(2) Recommend to the Board of Commissioners guidelines for the operation and maintenance of the CCAS shelter.

(3) Hold a public meeting at least twice yearly.

(4) Study animal related issues and recommend to the Board of Commissioners those programs, methods, found to be both economically feasible and humane.

(5) Study and recommend to the Board of Commissioners requirements for the treatment and maintenance of animals at the CCAS shelter.

(6) Supply to the Board of Commissioners semiannual reports as to any recommendations provided for in this section or at such other intervals or times as may be designated by the Board of Commissioners.

(7) Carry out those duties as provided in the Responsible Dog Ownership Law, as amended, and hold hearings and determine matters provided therein and as amended. In addition, the Animal Services Board may enact procedures for hearings on the Responsible Dog Ownership Law.

(b) The Animal Services Board may request and receive in a timely manner statistics, information and documentation necessary for reports and studies for the Board of Commissioners.

(c) The Animal Services Board may enact its own by-laws and general hearing procedures.

(Ord. of 9-23-80, § 6; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Secs. 10-53—10-65. Reserved.

DIVISION 3. ANIMAL IMPOUNDMENT, REDEMPTION AND ADOPTION

Sec. 10-66. Impoundment of animals found running at large; notice to owner.

(a) Subject to the Responsible Dog Ownership Law and the provisions of this chapter relating to rabies control and the rules and regulations of the board of health and this chapter, any animal found running at large or otherwise engaged in any activity or existing in a condition prohibited by this chapter or by the Responsible Dog Ownership Law shall be taken and impounded at the CCAS shelter.

(b) Any person may take into custody any animal running at large in violation of this chapter and place with CCAS.

(c) Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the CCAS shelter without fee or charge. However, a person may house the animal for five business days while attempting to locate and/or contact the owner. Once in the custody of the CCAS shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of CCAS.

(d) Upon receipt for impoundment of any domesticated animal found to have any means of identification, the CCAS shall immediately make diligent efforts to ascertain the identity of the animal's owner. If identified, CCAS shall, within 24 hours of receipt, telephone the owner to give notice of the impoundment. If CCAS is unable to contact the owner by telephone, it shall send notice of impoundment to the owner by certified mail.

(e) Diseased, injured, or pregnant animals, and animals in need of immediate veterinary care so as to lessen the suffering, prevent the spread of a communicable disease to other animals, and/or to save the animal's life, shall be treated by or under the direction of a licensed veterinarian. If an animal is suffering from any life threatening disease or injury where life cannot be maintained and a slow death would be inhumane, and the licensed veterinarian and the CCAS Director agree that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

(f) Any licensed veterinarian who is caring for an animal during the period of impoundment shall immediately notify a CCAS manager if the animal dies.

(Ord. of 9-23-80, § 13; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-66.1. Taking; selling; impounding of owned animals.

(a) Any person who takes, steals, or deliberately lures a cat, dog or other domestic animal off the property of the owner without permission of the owner, or who deliberately releases such animal from the property of the owner, without the permission of the owner, shall be in violation of this chapter.

(1) A law enforcement officer or the CCAS manager or his or her designee who takes an animal as directed in this chapter while performing his or her duties as defined by this chapter shall not be in violation of this section.

(2) An animal that has been injured, that is in danger, or whose health or safety has been compromised may be removed by CCAS without being in violation of this chapter.

(3) Any CCAS officer who finds an animal in need of immediate medical care or treatment due to a life-threatening illness or injury or finds an animal in danger, may remove the animal from public or private property if the removal is for the purpose of seeking immediate medical care for the animal, or is in the immediate best interest of the animal. If the animal is removed from a private residence, notice shall be left at the owner's residence advising the owner of the impoundment and reason for impoundment.

(b) It shall be a violation of this chapter for any person who, knowing the identity of an animal's owner, without permission of said owner does any of the following:

(1) Relinquishes the animal to CCAS without notifying CCAS of the animal owner's name and address;

(2) Relinquishes the animal to CCAS and falsely represents him or herself as the owner of the animal;

(3) Sells the animal; or

(4) Gives the animal away.

(Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-66.2. Entrapment of animals; methods, duration, access to food and water, etc.

(a) Trapping of animals is permitted only if all of the following are complied with:

(1) The trap shall be a humane trap that is safe and non-debilitating;

(2) The trap must be placed in such a manner to prevent injury to children;

(3) Traps set to operate must be checked at least every eight hours;

(4) Traps must not be set for more than eight hours prior to the earliest possible transport to the animal shelter; and

(5) Traps can only be placed on public or private property with permission of the owner or lessor of the property.

(b) Trapped animals:

(1) Shall be given food and water as needed to prevent malnutrition and dehydration;

(2) May not be treated in a cruel or abusive manner;

(3) That are domestic animals and are seriously ill or severely injured shall be taken to a licensed veterinarian or the animal shelter for evaluation, care and disposition;

(4) That are domestic animals that appear to be uninjured and reasonably healthy shall be taken to animal shelter or returned to the owner if known; and

(5) That are wild animals or wildlife shall be taken to the animal shelter.

(Ord. of 5-24-05)

Sec. 10-67. Period of impoundment or confinement.

(a) All periods specified in this section shall be deemed to commence at 12:01 a.m. of the day following the day of impoundment or confinement.

(b) Other than those dogs confiscated under sections 10-13(c), 10-97, or 10-121.7, all impounded animals shall be kept at the animal shelter for a period of not less than five working days unless redeemed within such period.

(c) Wildlife or wild animals as defined by this chapter which have been captured by or come to be in the custody of CCAS shall not be deemed impounded and need not be retained for any minimum length of time. Wildlife and wild animals received by CCAS will be disposed of in accordance with federal and state guidelines.

(d) Any animal which is voluntarily surrendered to CCAS shall be deemed permanently relinquished to CCAS and may be immediately adopted, destroyed or otherwise disposed of as though it had been impounded.

(Ord. of 9-23-80, § 14; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-68. Redemption; abandonment.

(a) The owner of any impounded animal may regain possession of the animal upon payment of all applicable fees specified in section 10-37 and compliance with the terms of this chapter. Such redemption shall not affect any criminal liability of the owner, which may exist with respect to any violation of this chapter and

shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this chapter. The following exceptions apply:

(1) Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by this chapter as inhumane treatment may be retained by CCAS until such time as the case is disposed of in a court competent to hear such matters.

(2) Any impounded animal adopted from CCAS that was not spayed or neutered per the adoption agreement may immediately be reclaimed by CCAS, and the owner may not be permitted to reclaim said animal.

(b) Any impounded animal not redeemed within the period specified in sections 10-13(d) or 10-67, whichever is applicable, shall be considered abandoned to CCAS, in which event all rights of ownership shall vest in CCAS; and the owner shall have no further claim to such animal.

(Ord. of 9-23-80, § 15; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-69. Adoption.

(a) CCAS shall endeavor to locate adopters for adoptable animals. No adoption shall become final until the termination of the impoundment period or confinement period provided for in section 10-67. No person under 18 years of age may adopt an animal and all adopters must provide proper identification prior to the adoption.

(b) As a condition precedent to adoption, all fees pursuant to section 10-37(a) shall be paid by the adopter.

(c) The CCAS Director shall have the right to refuse adoption to any person or entity who, for any reason, in the discretion of the Director or his or her designee, may be deemed unsuitable as an adopter.

(d) No transfer of any animal held at the animal shelter shall be valid without the written approval of CCAS.

(e) All animals adopted from the animal shelter shall be neutered or spayed. Upon completion of neutering or spaying, within the period specified by CCAS, the veterinarian performing such operation shall submit to CCAS signed certification of such operation. The adopter shall be responsible for providing proof that the animal has been sterilized within seven days of the surgery or will ensure that the licensed veterinarian responsible for the spay/neuter surgery submits signed verification to CCAS that the sterilization process has been accomplished.

(f) No person residing in the same household, nor any corporation, institute or other entity, may adopt more than three animals within any 12-month period; however, nothing shall prohibit CCAS discretion to donate more than three animals in a 12-month period, if the donation is in the best interest or welfare of the animal or it is in the best interest of public safety.

(g) Notwithstanding any other provisions of this chapter, CCAS shall have the right to keep any animal which could otherwise be adopted or sold.

(Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-70. Sale of animals.

CCAS shall have the exclusive right to dispose of all animals that have been relinquished to CCAS, impounded or confiscated and not redeemed within the period specified by CCAS, including but not limited to domestic animals, farm animals, livestock, exotic animals, birds and reptiles, in any manner deemed appropriate and in the best interest of the animal and in accordance with this chapter.

(Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-71. Destruction of animals.

(a) Subject to those dogs falling within subsections (b) and (c) of this section, any impounded animal within one of the following categories may be destroyed at the discretion of CCAS, in as humane a manner as possible:

(1) Any animal not redeemed within the periods specified in section 10-68 or which by reason of age, disease, temperament or injury, is not considered adoptable or otherwise placeable, or when limitations on available kennel space at CCAS exist.

(2) Any animal, which is suffering excessively, without regard to whether the period of confinement designated in section 10-67 has expired.

(3) Any animal, which presents a danger or exhibits a propensity for aggressive behavior towards any person or other animal, without regard to whether the period of confinement designated in section 10-67 has expired.

(b) A superior court judge may order the euthanasia of a classified dog if the court finds, after notice and opportunity for hearing as provided by O.C.G.A. § 4-8-23, that the classified dog has seriously injured a human or presents a danger to humans not suitable for control pursuant to section 10-11 and:

(1) The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or

(2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.

(c) A dog that is found, after notice and opportunity for hearing as provided by the Responsible Dog Ownership Law, to have caused a serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this section.

(Ord. of 9-23-80, § 17; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

State law reference(s)—Investigations by dog control officer; notice of classification as dangerous dog, O.C.G.A. § 4-8-23; requirements for possessing dangerous or potentially dangerous dog, O.C.G.A. § 4-8-25; restrictions on permitting dangerous or potentially dangerous dogs to be outside proper enclosure, O.C.G.A. § 4-8-26.

Sec. 10-72. Neutering and spaying.

(a) No impounded animal shall be neutered or spayed (sterilized) without the owner's consent until the period of redemption has expired, except any animal that in the opinion of a licensed veterinarian must be sterilized in order to save its life may be sterilized by a licensed veterinarian prior to the expiration of the redemption period.

(b) CCAS shall accomplish the sterilization of any animal whose period of impoundment has expired or that has been voluntarily surrendered to the county by:

(1) Requiring adopters to sign a binding agreement to have the adopted animal sterilized within a period specified by CCAS as follows:

a. Within 30 days from the date of adoption for animals over the age of six months.

b. Within the first six months of age for sexually immature animals.

(2) By CCAS sterilizing the animal prior to adoption.

(3) If the animal cannot be sterilized as required due to disease, medical condition, or for other reasons as specified by a veterinarian, then signed verification from a licensed veterinarian shall be delivered to CCAS by the adopter and the animal shall be sterilized upon recovery or as soon as recommended by the veterinarian.

(c) The adopter of any animal required to be sterilized pursuant this chapter shall be responsible for providing CCAS proof that the animal has been sterilized within seven days of the surgery. The adopter will not be relieved of this responsibility until the veterinarian performing the sterilization certifies to CCAS that the sterilization has been accomplished, or unless the veterinarian certifies to CCAS in writing that the animal has died.

(d) Any adopted animal not sterilized within the time specified may be reclaimed by CCAS.

(Ord. of 9-23-80, § 19; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Secs. 10-73—10-95. Reserved.

ARTICLE III. RABIES CONTROL[3]

Sec. 10-96. Rabies inoculation, tag requirement for dogs, cats and ferrets.

(a) Insofar as the control of rabies is concerned, this chapter shall be construed and enforced consistently with any rules and regulations promulgated by the Board of Health. CCAS and the public safety director and his or her designees are authorized and directed to enforce any such rabies control rules and regulations which may be promulgated by the Board of Health.

(b) All dogs, cats and ferrets shall be vaccinated by four months of age and revaccinated as recommended by the current Compendium of Animal Rabies or a licensed veterinarian according to the type of vaccine and the duration of its effectiveness.

(c) Animals that may not be vaccinated for health reasons at the direction of a licensed veterinarian and those under the suggested age shall wear a collar with identification tags when off the property of the owner.

(d) Ferrets are not required to wear a collar and tag, however the owner, caretaker or veterinarian shall provide proof of vaccination upon demand of CCAS.

(e) It shall be unlawful for any person to keep or harbor or allow to be kept or harbored any dog or cat over four months of age without a collar, which shall have attached thereto a valid vaccination tag.

(1) Dogs, while legally hunting or working on agricultural property with permission of the owner, are not required to wear a collar with identification tags when off the property of the owner.

(2) Show animals are not required to wear a collar or rabies tag while being shown as required by this chapter provided that the owner/handler shall have the rabies tag in his or her possession where it may be shown upon demand of a representative of CCAS.

(3) Animals that are housed at licensed kennels, shelters, or veterinary clinics are exempt from wearing collars and rabies tags provided the animal has been properly vaccinated and the

[3]Cross reference(s)—Health and sanitation, ch. 62.

State law reference(s)—Control of rabies, O.C.G.A. § 31-19-1 et seq.

veterinarian/caretaker has the rabies tag or proof of vaccination in his or her possession where it may be shown upon demand of a representative of CCAS.

(4) Cats and dogs over four months of age that are on the owner's property are not required to wear their rabies tag provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his or her possession where it may be shown upon demand of a representative of CCAS.

(f) Any dog or cat entering the county for the purpose of a temporary stay not exceeding 14 days shall be exempt from the rabies tag provision of this section, but shall be subject to all other provisions of this chapter.

(Ord. of 9-23-80, §§ 7, 8; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

State law reference(s)—Licensing, regulation of animals by local authorities, O.C.G.A. § 13-19-3.

Sec. 10-97. Animals bitten by rabid animals/suspected rabid animals.

(a) Dogs, cats and ferrets current on their rabies vaccinations that are bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined and observed for the recommended time set by the State of Georgia. Confinement is the responsibility of the owner and subject to unannounced inspections by CCAS to ensure compliance.

(b) Unvaccinated dogs, cats and ferrets that are bitten by a suspected or proven rabid animal should be humanely euthanized immediately. If the owner is unwilling to euthanize the animal, the exposed animal must be placed in strict confinement/isolation for the period of time set by the State of Georgia and vaccinated one month prior to being released from isolation. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by CCAS.

(c) Cattle and livestock that are current on their rabies vaccinations bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined, and observed for the period of time set by the State of Georgia. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by CCAS.

(d) Unvaccinated cattle or livestock bitten by a suspected or proven rabid animal should be destroyed (slaughtered) immediately. Under special circumstances and with the approval of CCAS and the Board of Health, the owner may opt to keep the exposed animal under very strict confinement/isolation and close observation for the period of time set by the State of Georgia.

(e) Any animal bitten by a suspected or proven rabid animal that is not destroyed and manifests any of the symptoms of rabies should be immediately examined by a licensed veterinarian. If the licensed veterinarian determines the animal is displaying symptoms of rabies and the symptoms cannot be attributed to any other illness or injury, the animal shall be humanely euthanized and CCAS shall be notified.

(f) All animals will be managed in accordance with the guidelines established in the most current edition of the Georgia Rabies Control Manual.

(Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

State law reference(s)—Animal bites, O.C.G.A. § 31-19-4.

Secs. 10-98—10-120. Reserved.

ARTICLE IV. CRUELTY AND RELATED OFFENSES[4]

Sec. 10-121. Cruelty to animals.

(a) Any person who abuses an animal, or aids another person in abusing an animal, or causes or permits an animal to abuse another animal, by acting or failing to act, shall be in violation of this chapter. Cruelty to an animal includes but is not limited to:

(1) Wilful neglect as defined by this chapter;

(2) Failure to provide reasonable remedy or relief for any injured or diseased animal;

(3) Overloading, overdriving;

(4) Beating, torturing, tormenting or mutilating;

(5) Abandonment;

(6) Killing any animal or causing the same to be done;

(7) Failure to maintain adequate care;

(8) Failure to provide adequate food;

(9) Failure to provide adequate water;

(10) Failure to provide adequate shelter;

(11) Failure to provide adequate bedding;

(12) Failure to provide adequate primary enclosure;

(13) Failure to provide adequate exercise;

(14) Failure to provide adequate space;

(15) Failure to maintain sanitary conditions;

(16) Failure to provide adequate ventilation;

(17) Failure to provide adequate temperature control;

(18) Hoarding or collecting animals as defined by this chapter;

(19) Owning, managing, obtaining, confining or caring for any number of animals in an animal mill as defined by this chapter; or

(20) Otherwise treating any animal in a cruel or inhumane manner;

(b) Exceptions:

(1) Licensed veterinarians who perform surgery or euthanasia and CCAS personnel who euthanize animals under the direction of the CCAS Director per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.

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[4]Cross reference(s)—Offenses and miscellaneous provisions, ch. 86.

State law reference(s)—Dogfighting, O.C.G.A. § 16-12-37; cruelty to animals, O.C.G.A. § 16-12-4; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.

(2) A person shall not be guilty of cruelty when the person is protecting his or her life, the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him or her, provided that the person being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused, or assaulted the animal in the past.

(Ord. of 9-23-80, §§ 10, 11, 27; Ord. of 6-11-85; Ord. of 10-24-89; Res. of 11-9-93; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-121.1. Aggravated cruelty to animals.

(a) Any person shall be in violation of this chapter and shall be guilty of aggravated cruelty who knowingly and maliciously causes or aids another person or animal in causing or attempting to cause the death, physical harm or serious disfigurement of an animal by, but not limited to, any of the following:

(1) Rendering a part of such animal's body useless;

(2) Drowning, severely starving, severely dehydrating, strangling, suffocating, burying alive, or burning;

(3) Attempting to kill, abuse, maim, disfigure, dismember, mutilate or torture any animal; or

(4) Administering poison to any animal or exposing any animal to any poisonous or toxic/deadly substance.

(b) Exception: Licensed veterinarians who perform surgery or euthanasia and CCAS personnel who euthanize animals under the direction of the CCAS manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.

(c) Exception: A person shall not be guilty of aggravated cruelty when the person is protecting his or her life, or the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him or her, provided that the person or animal being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused or assaulted the animal in the past.

(Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-121.2. Abandonment of a domestic animal.

(a) Any person who engages in any behavior or activity defined as "abandonment (of an animal)" under section 10-1, shall be in violation of this chapter.

(b) Exception: An animal that is deserted when premises are temporarily vacated for the protection of human life during a disaster or emergency hospitalization shall not be regarded as abandoned under this section where the owner or custodian lacked sufficient time or resources to make reasonable arrangements for the adequate care and custody of the animal.

(c) Exception: An animal relinquished through a written agreement with CCAS, the Humane Society of Cobb County, other licensed rescue group, licensed veterinarians, individual, or other entity shall not be deemed abandoned but shall be considered relinquished to the entity.

(d) Exception: An animal left unattended when its sole owner dies shall not be deemed abandoned, and shall be impounded by CCAS until CCAS can locate a family member to take custody of the animal. If a family member cannot be located, then the animal will be held in compliance with section 10-67 of this chapter.

(Ord. of 9-23-80, § 23; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-121.3. Fighting of animals.

(a) No animal shall be used for fighting.

(b) No animal shall be used to train other animals to fight.

(c) No animal shall be used as bait to encourage aggressive or fighting behavior in other animals.

(d) No person shall own, possess, keep, harbor, train, lend, borrow, or handle any dog, cat, bird/fowl, or other domestic, feral or wild animal with the intent that such animal shall be engaged in any animal fight/fight training, exhibition of animal fighting or being used as bait for fighting/aggressive animals.

(e) No person shall train, assist, umpire/referee or in any way participate in the training of any animal to be used for animal fighting or used as bait or for animal fighting, or torment, badger or bait any animal for the purpose of fighting or blood sport training or any other such activity, the primary purpose of which is the training/conditioning of animals for aggressive or vicious behavior or animal fights or exhibitions of fighting animals.

(f) No person shall charge admission to, participate in, or be present as a spectator, handler, timekeeper, referee, guard, etc. at any animal fight/battle.

(g) No person shall profit from any activity connected with any animal fight or exhibition of animals fighting or training, or competitions or matches of fighting animals.

(h) Any animal found to be used in violation of subsections (a), (b), (c), (d) or (e) of this section will be immediately confiscated by CCAS.

(Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-121.4. Animal fighting/training arenas/areas.

No person shall, for the purpose of any exhibition/ occurrence of animal fighting, training for animal fighting, or training of animals to display aggressive behaviors:

(1) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on premises owned or occupied by him;

(2) Allow a pit or other animal fighting arena or area whether permanent or portable, to be built, made, maintained, or kept on his premises; or

(3) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on public or private property.

(Ord. of 5-24-05)

Sec. 10-121.5. Training equipment.

No person shall:

(1) Possess, use, sell, give, trade, or loan apparatus, paraphernalia, pit supplies, implements, programs, drugs or equipment used to train or condition animals to be aggressive, aggressive animals, game animals, or animals used to train other animals to be aggressive.

(2) Use any animal as bait or as a lure in training dogs for racing or other competitions.

(Ord. of 5-24-05)

Sec. 10-121.6. Animals in motor vehicles.

Any person shall be in violation of this chapter who:

(1) Transports an animal in a pickup or other open vehicle unless the animal is either:

a. Fully enclosed within the vehicle.

b. Protected by a belt, halter, tether, cage, container or other device that will prevent the animal from falling, jumping or being thrown from the motor vehicle and that will protect the animal from harm.

(2) Leaves an animal in a parked vehicle when temperatures inside the vehicle may adversely affect the animal's health and welfare. When the conditions inside a parked vehicle constitute an imminent threat to the animal's health or safety, any animal left in a parked vehicle may be removed from that vehicle by CCAS, any law enforcement agency, or fire agency.

(3) Leaves an animal unrestrained or unattended in any parked open vehicle.

(4) Leaves an animal in any vehicle where it must stand, sit or lie on extremely hot or cold surfaces including but not limited to truck beds.

(Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-121.7. Impoundment of animals inhumanely or cruelly treated in violation of sections 10-121 through 10-121.6.

Any animal that has not received humane care, that has been subjected to cruelty in violation of sections 10-121 through 10-121.6, or that is used or intended for use in any violation of sections 10-121.3 through 121.5 shall be immediately impounded by CCAS.

(Ord. of 5-24-05; Amd. of 10-24-23)

Secs. 10-122—10-134. Reserved.

Editor's note(s)—Former §§ 10-122—10-124 of this chapter were amended and renumbered as §§ 10-135, 10-136, and 10-121.2, respectively, by an ordinance adopted May 24, 2005.

ARTICLE V. MISCELLANEOUS OFFENSES

Sec. 10-135. Selling/giving away of animals; use of animals as prizes.

Selling or giving away animals in front of or on private property or public property, other than the animal owner's property, without the owner's permission, is prohibited. A licensed rescue group, licensed animal shelter, licensed veterinarian, licensed pet dealer, or licensed humane society which has all required governmental licenses, registrations and has obtained permission from the owner of the business or property, may sell or give away animals on private or public property, including but not limited to: retail stores, businesses, flea markets, yard sales and CCAS property.

(Ord. of 9-23-80, § 21; Ord. of 6-11-85; Ord. of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-136. Motorist hitting domestic animal to make report.

Any person who strikes or causes injury to any domestic animal while operating a motor vehicle shall notify the owner of the nature of the injury and the location of the incident. If the owner is unknown, the person striking or injuring the animal shall notify CCAS, the county police department, or any law enforcement agency.

(Ord. of 9-23-80, § 22; Ord. of 6-11-85; Ord of 10-24-89; Ord. of 5-24-05; Amd. of 10-24-23)

Sec. 10-137. Exhibition of animals.

(a) Animal exhibitions will be permitted provided that the exhibitor:

(1) Has all valid licenses and permits that are required by the state, county or city available for inspection on demand;

(2) Abides by all federal, state and local laws, ordinances, rules and guidelines that apply to such exhibits;

(3) Does not exhibit any animal that is ill or injured;

(4) Has a licensed veterinarian either present or on call to attend to any injured/ill animal;

(5) Confines/controls all animals to protect the public and the animals from harm; and

(6) Ensures that all animals are treated in accordance with this chapter.

(b) Legal exhibitions include but are not limited to petting zoos, circuses, dog shows, individuals or groups displaying/marketing animals for adoption or sale, etc., unless otherwise prohibited in this chapter. Animals that are high-risk carriers of rabies such as foxes, raccoons, and skunks shall not be exhibited in petting zoos or any exhibition where they can come in contact with people.

(c) Exhibitions of animals for illegal purposes as stated in local ordinances, this chapter, state and federal laws are strictly prohibited.

(d) No person shall in any manner or for any reason encourage, instigate, promote, assist, exhibit, organize, sponsor, host or participate in an exhibition/demonstration of the following types of animals including but not limited to those animals that are:

(1) Used or potentially used for fighting or training for fighting;

(2) Game animals;

(3) Bred with the intent to fight; or

(4) Aggressive animals.

(Ord. of 5-24-05)

Sec. 10-138. Sanitation.

(a) Animal owners, or persons who care for animals at the person's residence, must keep their property, including but not limited to their yards, porches, balconies, decks, and interior living spaces reasonably free of animal waste including feces and urine and the residue thereof. Animal waste will be removed in a timely manner by placing said material in a closed or sealed container and thereafter disposing of it in the animal owner's trash receptacle, sanitary disposal unit, or other closed or sealed refuse container, so as to provide a sanitary and odor-free condition at all times. The waste removal method described above shall not apply to those persons maintaining animals on tracts of land seven acres or greater.

(b) Persons who permit their animals to defecate on public or private property other than their own property are required to immediately pick up the feces, bag the feces, and properly dispose of the feces. Animal waste shall be removed by placing said matter in a closed or sealed container and thereafter disposing of it in the animal owner's or public trash receptacle, sanitary disposal unit or other closed or sealed refuse container.

(c) Any person found in violation of subsection (a) or (b) of this section shall be in violation of this chapter, subject to the following exceptions:

(1) Persons using guide dogs or assistance dogs are exempt from removing feces;

(2) Hunting dogs being used in a legal hunt with permission of the property owner; or

(3) Law enforcement officers working police trained dogs.

(Ord. of 5-24-05; Amd. of 2-24-09)

Chapter 10 ANIMALS[1]

ARTICLE I. IN GENERAL

Sec. 10-1. Definitions.

WHEREAS, the City of Kennesaw is charged with protection of its citizenry and is desirous to establish regulations regarding animals in order to provide a safe and healthy environment for such animals and thereby adopts this Ordinance in furtherance of these goals; and

WHEREAS, the City has entered into an Intergovernmental Agreement which authorizes the County as well as City Police and Code Enforcement Officials and the Cobb County Magistrate Court to enforce said Ordinances within the City limits and as it may be expanded by virtue of future annexations,.

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

Abandonment (of an animal) means the act of any person who:

(1) Abandons an animal by leaving an animal unattended for a period of time in excess of 24 hours without food, water, adequate ventilation or shelter on public or private property, including but not limited to the property of the owner/custodian;

(2) Puts out, leaves, abandons, or in any other way discards any animal on public or private property, including but not limited to the property of the owner/custodian, and including but not limited to leaving an animal contained in a box, bag, fence, house or other structure or tethered; or

(3) Places an animal in the custody of a state licensed entity, such as but not limited to a veterinary clinic, grooming facility, boarding facility, or pet sitter for treatment, boarding, or other care, and fails to reclaim the animal by the agreed upon time. The entity shall abide by the requirements of O.C.G.A. § 44-14-490 in disposing of the animal.

Abused animal means any animal that has been harmed by an act, an omission or neglect, including but not limited to any animal that has been:

(1) Deprived of adequate food, water, shelter, ventilation, care, space, or veterinary care.

(2) Physically harmed, tortured, mutilated, beaten, or illegally killed.

(3) Trained/used for fighting other animals.

(4) Used as bait to train/lure other animals to fight/kill.

Adequate means sufficient; commensurate; equally efficient; equal to what is required; suitable to the case or occasion; satisfactory.

Animal shall not include fish or any pests that might normally be exterminated or removed from a business, a residence or other structure.

Animal bite means any physical contact of the teeth, nails, or claws of an animal with human flesh, including but not limited to a scrape, puncture, pierce, scratch or tear, so long as bleeding results.

Animal control facility/shelter means those facilities designated by the board of commissioners for the housing and care of animals pursuant to this chapter.

Animal control officer means an individual authorized by local law or by the governing authority of the county or the covered municipality to carry out the duties imposed by this chapter.

Animal control unit means, collectively, the animal control manager and employees who are under the direction of the Cobb County Police Department, its successor department(s), or other entity selected by the board of commissioners to carry out the duties of animal control for Cobb County pursuant to this chapter and federal/state laws.

Animal mill means an individual or entity that keeps and/or breeds animals in conditions where animals are frequently caged for extended periods of time, do not receive adequate care, and/or are not kept in an environment conducive to the health and well being of the animals.

Animal shelter means an entity that possesses a shelter license from the Georgia Department of Agriculture.

Attacking or biting animal means:

(1) Any animal which poses a physical threat to human beings or other animals by virtue of an attack that caused property damage and/or physical injury.

(2) An animal shall not be an "attacking or biting animal" within the meaning of this chapter if:

a. It inflicts an injury upon a person when the animal is being used by a law enforcement officer to carry out the law enforcement officer's official duties.

b. The injury inflicted by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort; was tormenting, abusing or assaulting the animal; had in the past been reported to have tormented, abused or assaulted the animal; or was committing or attempting to commit a crime.

Bedding (adequate) means sufficient quantity of dry, non-contaminated, safe bedding, which is appropriate to the animal's age, size, species, and breed requirements.

Board of health means the Cobb County Board of Health, or its authorized representatives, which shall include officers or employees of CCAS.

Breeder means a person or entity that owns an animal and allows it to reproduce, whether planned or unplanned.

Care (adequate/humane) means attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.

CCAS means, collectively, the animal services managers and employees who, under the direction of the Cobb County Animal Services Director, operate as a unit of the Cobb County Department of Public Safety, its successor department(s), or other entity selected by the Board of Commissioners to carry out the duties of animal services for Cobb County pursuant to this chapter and federal/state laws.

CCAS shelter means the facility operated by CCAS for the purpose of providing shelter and care for dogs, cats, or other animals taken into custody under the provisions of this chapter.

Classified dog means any dog that has been classified either as a dangerous dog or vicious dog pursuant to the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq.

Cobb County Animal Control means the Cobb County Animal Control Unit and Shelter sometimes referred to in this chapter as "CCAS".

Confinement means restriction of an animal to a home, basement, garage, building, pen, or other escape-proof enclosure. Confinement by a rope, chain, tether, fenced yard or other area accessible by other animals or persons, other than the caretaker, is not considered confinement.

Costs means confiscation costs on potentially dangerous dogs, dangerous dogs or vicious animals are set by the board of commissioners and shall be paid by the owner to Cobb County Animal Control.

Dangerous dog means any dog that:

(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

(4) No dog shall be classified as a dangerous dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.

Dead animal means a deceased animal including the carcass or parts of a carcass.

Director means the director of CCAS.

Dispose of means:

(1) The sale of any live animal at public or private sale, the giving or adopting of a live animal to an individual/entity, or the transference of ownership of a live animal to CCAS or any licensed humane society, licensed rescue group or licensed veterinarian.

(2) Appropriate burial or cremation of a dead animal as directed in this chapter.

Dog control officer is the Director of CCAS and is charged with the responsibility for the administration and enforcement of the Responsible Dog Ownership Law, set forth in O.C.G.A. § 4-8-20, et seq. The Director has the authority to use CCAS staff to assist in the implementation of his or her duties under the Responsible Dog Ownership Law.

Domestic animal means any animal other than wildlife, wild animals, or exotic animals as defined by this chapter that is domesticated by humans so as to live and breed in a tame condition.

Effluent means an outflow or discharge of waste.

Euthanasia means the legal act of putting animals to death using humane methods approved by the Georgia Department of Agriculture.

Exercise (adequate) means bodily exertion suitable to the age, size, species and breed of animal to maintain normal good health, muscle tone, non-aggressive temperament, and normal behavior.

Exotic animal means any animal that is not indigenous to the State of Georgia.

Fence means a structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.

(1) A fence does not include an "invisible fence" if the fence is:

   a. Turned off or the animal is not wearing a properly operating signaling device;

   b. Ineffective for any animal that has learned it can cross the fence line;

   c. Intended to be a means of keeping people or animals out of an enclosed area; or

   d. Buried in or adjacent to the county right-of-way.

(2) An invisible fence is not an acceptable means of control for an animal that is classified as vicious, dangerous, potentially dangerous, or is in estrus/heat.

Fighting animal/game animal means any animal that has aggressive parentage, or an animal bred and/or trained to:

(1) Exhibit aggressive qualities;

(2) Have no instinct to withdraw from a fight or to display signs of submission;

(3) Fight to the point of complete exhaustion or death with minimal provocation;

(4) Suppress the animal's instinct for self-preservation;

(5) Inflict maximum damage to the animal's opponents;

(6) Offer little or no indication that an attack is imminent; or

(7) Be ready/willing for combat and unyielding in combat.

Food (adequate) means sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.

Foster home means a temporary home that cares for animals until they can be placed in a permanent home or returned to CCAS or its designee for adoption/disposal. Foster homes must be affiliated with and controlled by licensed rescue groups and/or licensed animal shelters.

Garbage means all refuse matter/effluent. Garbage includes, but is not limited to animal or vegetable refuse, by-product of a restaurant, kitchen, or meat/poultry processing establishment, spoiled/rancid food and refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise (that is normally discarded).

Grid means a manufactured type of wood, plastic, or wire flooring specifically designed to be used in an area where an animal is housed.

Hoarder means a person or entity that:

(1) Collects animals and fails to provide them with humane/adequate care;

(2) Collects dead animals that are not properly disposed of as required by this chapter; or

(3) Collects, houses, or harbors animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept, and/or to the animals or residents of adjacent property.

Human exposure to rabies means any bite, scratch, or other situation in which saliva or central nervous system (CNS) tissue of a potentially rabid animal enters an open wound, fresh wound, or comes in contact with a mucous membrane by entering the eye, mouth, or nose. Touching or handling a potentially rabid animal with the possible exception of a bat or touching or handling another animal or inanimate object that has had contact with a rabid animal does not constitute an exposure unless wet saliva or CNS tissue entered a fresh, open wound or had contact with a mucous membrane. Likewise, contact with the urine, feces, or blood of a potentially rabid animal does not constitute an exposure since the pathogenesis of rabies is such that the virus follows nerve pathways and has only limited circulation in the blood.

Humane society means a licensed organization that rescues, assists and provides care for animals, educates the public in humane care of animals, initiates/facilitates programs to improve the quality of life for animals.

Impoundment means the taking into custody of an animal by CCAS.

Licensed means having a valid Georgia state license issued under the authority of the State of Georgia.

Lure means an animal used to bait/teach/encourage another animal to chase, fight or kill other animals.

Manager means the manager of the Cobb County Animal Control Unit or his/her designee.

Neglect means absence of adequate care that is unintentional.

Neglect (willful) means the intentional withholding of adequate food, water and humane care required by an animal to prevent starvation, dehydration, death, or other harmful/debilitating conditions.

Nuisance animal means any animal that:

(1) Damages, soils, defiles, eliminates or defecates on private property other than its owner's property or on public property;

(2) Causes unsanitary or offensive conditions or otherwise endangers public health, welfare or safety;

(3) Causes a disturbance by barking, howling or other noisemaking for a period of more than 15 minutes;

(4) Chases vehicles, bicycles, or people;

(5) Is in estrus and not confined in a manner which can keep it away from intact males of the same species; or

(6) Causes serious annoyance to a neighboring residence and interferes with the reasonable use and enjoyment of that property.

Owner means any person owning, possessing, harboring, keeping or having custody or control of any animal subject to this chapter. This definition is intended to embrace any person who is a custodian.

Police department means the Cobb County Police Department or its successor department(s) or the Kennesaw Police Department .

Potentially dangerous dog means:

(1) Any dog that has without provocation bitten a human being on public or private property.

(2) A dog is not considered a potentially dangerous dog according to this chapter if:

a. The dog inflicts an injury upon a person when the dog is being used by a law enforcement officer in carrying out official duties; or

b. The injury inflicted was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the dog, had in the past been reported to have tormented, abused or assaulted the dog, or was committing or attempting to commit a crime.

Primary enclosure means any structure or device used to restrict an animal to a limited amount of space, such as a fence, building, room, pen, run, cage, stall, paddock, or pasture, that provides adequate space and shelter.

Proper enclosure means an enclosure for keeping a dangerous dog, potentially dangerous dog or vicious animal securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of another animal or any person other than the owner or caretaker.

The enclosure must:

(1) Be designed to prevent the animal from escaping, and:

a. If the enclosure is a fence, the fence must be high enough to keep the animal from climbing over and must be secured at the bottom to keep the animal from digging under.

b. If the enclosure is a pen or structure other than a fence, the pen or structure must have secure sides, top and bottom constructed or secured in such a manner to prevent the animal's escape, and be of a height and strength to maintain the animal within it.

(2) Provide adequate shelter.

(3) Provide adequate space for the animal.

Provoked attack means an attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.

Relinquished means written transfer of ownership of an animal by the owner to CCAS.

Rescue animal means a dog, cat, or other animal temporarily maintained by a licensed rescue group until the animal can be placed in a permanent home.

Rescue group (licensed) means any individual or entity that houses and cares for rescue animals until permanent homes can be located and that maintains all required federal, state and local licenses/registrations.

Restraint of animal means complete and immediate control of an animal by a physical device while under the direct supervision of a competent person.

Running at large means any domestic animal not under the control and restraint of the owner or the owner's designee.

Sale of animals means the transfer of ownership of an animal through verbal or written agreement to a new owner in exchange for money, goods, services, or fees.

Sanitary conditions means animal living space free from health hazards, irritants, or conditions that may endanger or pose a significant risk to an animal's health. In the case of farm animals, nothing in this section shall be construed as imposing sanitation requirements or standards more stringent than normally accepted animal husbandry and humane practices as defined by this chapter and Georgia state law as regulated by the Georgia Department of Agriculture.

Serious injury means any physical injury caused by a dog that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Shelter (adequate) means protective cover for a domestic animal appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health.

(1) Adequate shelter includes but is not limited to the following:

a. Sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures;

b. Sufficient protection from the elements to keep the animal dry;

c. Sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and

d. Adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

(2) Adequate shelter is structurally sound housing which provides an animal with:

a. Adequate space;

b. Four solid walls or an "igloo" type of structure;

c. A roof;

d. A dry floor that is either:

1. Solid, or

2. Grids, provided the animal can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The grids and area under the grids must be designed so that they can be cleaned and sanitized.

e. An entrance; and

f. Adequate space for the number of animals on the property.

(3) Materials not suitable for shelters include but are not limited to:

a. Inadequately insulated containers;

b. Crates with exposed sharp edges;

c. Metal or plastic drums;

d. Abandoned or parked vehicles;

e. Porches or decks;

f. Lean-tos;

g. Any other structure that fails to provide sufficient protection from the elements; and

h. Any other structure that is not safe or suitable for housing the species.

Space (adequate) means:

(1) Sufficient safe space for adequate exercise suitable to the age, size, species and breed of animal;

(2) Sufficient space during periods of confinement, suitable to the age, size, species and breed of animal to permit the animal to turn about freely, stand, sit, or lie, move, etc. in a comfortable and normal position; or

(3) For sick or injured animals, confinement as directed by a veterinarian.

State dangerous dog control law means O.C.G.A. tit. 4, ch. 8, art. 2 (O.C.G.A § 4-8-20 et seq.) and as may be amended from time to time .

Strict confinement/isolation for animals bitten by rabid animal means confinement for the period of time recommended by the State of Georgia and kept inside a home, basement, garage, or suitable building, and isolated from other animals and people other than the caretaker while the animal is being observed for symptoms of rabies. An animal within a fenced yard, on a chain, or otherwise in an area accessible in any way to other animals or persons other than the caretaker is not in a strictly confined area.

Temperature control (adequate) means maintaining temperatures recommended for animals by the department of agriculture guidelines for shelters and farm animals.

Tether means any chain, rope, leash, tie out or wire designed to restrain an animal which is attached to an animal's collar or halter and is also attached to a stationary object. Acceptable temporary tethers include appropriate size chain, leash, rope or other tethering device that is of adequate length to satisfy the space and exercise requirements for the animal. In any event, any tether must be a minimum of ten feet in length. Tethering devices, as referred to in this chapter, are the type commonly used for the size animal involved and are attached to the animal by means of a properly fitted collar or harness.

Training group (licensed) means an appropriately licensed organization or individual that trains animals to assist physically handicapped persons, to assist search and rescue operations, and/or to work with government agencies or law enforcement agencies.

Unprovoked attack or without provocation means an attack that is not provoked as defined by this chapter.

Unsanitary conditions means animal living space including shelter and exercise area, contaminated by health hazards, irritants, items or conditions that endanger or pose a risk to an animal's health, including but not limited to:

(1) Excessive animal waste;

(2) Garbage, trash or effluent;

(3) Standing water or mud;

(4) Rancid/contaminated food or water;

(5) Fumes, foul or noxious odors, contaminated air, hazardous chemicals or poisons;

(6) Decaying materials;

(7) Uncontrolled parasite or rodent infestation; and

(8) Areas that contain nails, screws, broken glass, broken boards, pits, poisons, sharp implements or other items that could cause injury, illness or death to an animal.

Ventilation (adequate) means fresh air sufficient to provide for the health of an animal.

Veterinarian means a doctor of veterinary medicine licensed to diagnose and treat diseases and injuries in animals.

Veterinary care (adequate) means medical care of an animal from or under the direction of a licensed veterinarian and necessary to maintain the health of an animal based on the age, species, breed, etc., of the animal, or to prevent an animal from suffering from:

(1) Ongoing infections;

(2) Infestation of parasites;

(3) Disease; or

(4) Any other medical condition/injury where withholding or neglecting to provide such care would:

a. Endanger the health or welfare of the animal; or

b. Promote the spread of communicable diseases.

Veterinary clinic (licensed) means a business facility where veterinary medicine is practiced.

Vicious animal means:

(1) Any animal which:

a. Constitutes a physical threat to human beings or other animals by virtue of an attack of such severity or intensity as to cause severe property or physical damage; or

b. Makes an unprovoked attack on animals or on human beings; or

c. Intentionally attacks physical property in an effort to cause harm to a human or other animal.

(2) An animal shall not be a vicious animal within the meaning of this chapter if:

a. It inflicts an injury upon a person when the animal is being used by a law enforcement officer carrying out official duties; or

b. The injury inflicted by the animal was sustained by a person who was committing a willful trespass or other tort, was tormenting, abusing or assaulting the animal, had in the past been reported to have tormented, abused or assaulted the animal, or was committing or attempting to commit a crime.

Vicious dog means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. No dog shall be classified as a vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties, or if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia.

Water (adequate) means clean, fresh water sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the animal's health. For the purposes of this chapter, snow, ice or rancid/contaminated water are not considered adequate water.

Wild animal/wildlife means any animal which is indigenous to this state, but not included in the definition of a domestic animal, and including any hybrid animal that is part wild animal.

State law and other references—See Georgia Department of Agriculture, Animal Industry Division, Chapter 40-13-13, Animal Protection, the current state law, and the Georgia Rabies Control Manual.

Sec. 10-2. Penalty for violation of chapter.

Any person who violates any provision of this chapter shall be punished as provided in section 1-11.

Sec. 10-3. Interpretation of chapter.

(a) Nothing in this chapter shall be interpreted or applied so as to create any power or duty in conflict with the preemptive effect of any federal or state law.

(b) Nothing in this chapter shall be interpreted or applied so as to create any liability on the part of county, or any employee, board or official which enforces or fails to enforce any of the provisions provided in this chapter or any provisions in the state dangerous dog law.

Sec. 10-4. Incorporation of state law; construction; other regulations.

(a) *Incorporation.* The state law known as the dangerous dog control law is incorporated in this chapter by reference and made part of this chapter.

(b) *Construction.* This chapter shall be construed to effectuate its purposes and policies and to supplement such existing state laws as may relate to animals.

(c) *Other regulations.* Other provisions of law or regulations relating to this chapter shall apply when any provisions of this chapter shall conflict with the laws of the state or the United States of America. The laws of the state or the United States of America shall apply when this chapter is silent.

Sec. 10-5. Jurisdiction and interlocal agreement.

The jurisdiction for enforcement of this chapter shall be in City; subject to an intergovernmental agreement with the City of Kennesaw and other municipalities to enforce this chapter for joint animal control services or for the provision of animal control services and for the separate or joint use of personnel, facilities and equipment for such services. Such agreements or contracts shall be subject to any state law, which may govern.

Sec. 10-6. Interference with animal control officer.

It shall be unlawful to interfere with any animal control officer by taking or attempting to take any animal from any vehicle used to transport such animal, or by taking or attempting to take any animal from the animal control impounding areas, or by any other method which would block or hinder any officer referred to in this section from performing his duties.

Sec. 10-7. Disposal of dead animal.

(a) *Legislative authority.* This section is enacted pursuant to the Georgia Constitution and 1967 Ga. Laws (Act No. 19), page 914 (see pt. J, § 1-4) and 1969 Ga. Laws (Act No. 213), page 2486 (see pt. I, §§ 2-38, 2-39).

(b) *Abandonment of dead animals; requirements as to disposal generally.*

(1) It shall be unlawful for any person who owns or is caring for an animal which has died or has been killed to abandon the animal, its parts, or blood. Under no conditions may dead animals be abandoned at any location, including but not limited to, in wells or open pits of any kind on private or public land.

(2) No person shall dispose of an animal, its parts or blood, by burial on the land of another without the permission of the owner of the land.

(3) Arrangements for proper burial must be made with a county official in order to dispose of a dead animal in a county landfill.

(c) *Removal and disposition of dead animals within rights-of-way and on public property.* Any other provision of this section to the contrary notwithstanding, it shall be the duty of CCAS and the county department of transportation to remove and dispose of the carcasses of all dead animals found within the rights-of-way of all county roads maintained either totally or in part from county funds.

(d) *Methods of disposal of dead animals.* Methods which can be used for disposal of dead animals are burial and incineration in a county approved incinerator. Disposal of animal carcasses by either of the approved methods must be completed within 12 hours after the death or discovery of the carcass unless the carcass is properly refrigerated or frozen.

(1) If incineration is chosen, the entire carcass must be reduced to ashes in the incineration process only in a county approved incinerator.

(2) Carcasses which are buried must be buried at least three feet below the ground level, but no more than eight feet, and have not less than three feet of earth over the carcass.

(3) Mutilation of dead domestic animals is prohibited.

(Ord. No. 2007-08, 2-5-07)

State law reference(s)—Dead Animal Disposal Act, O.C.G.A. § 4-5-1 et seq.

Sec. 10-8. Treatment of diseased or injured animals.

When, in the opinion of the CCAS manager, an animal in the custody of CCAS is:

(1) Diseased or injured and in need of immediate treatment so as to lessen the animal's suffering or to prevent the spread of communicable disease, the CCAS manager or designee shall immediately obtain the services of or place the animal with a licensed veterinarian for the purpose of administering necessary treatment.

(2) Suffering needlessly due to a life threatening disease or injury, and a licensed veterinarian recommends euthanasia as the most humane course of action, and the CCAS manager or designee agrees that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

Sec. 10-9. Animals creating nuisances.

The owner of any animal shall be in violation of this chapter if the animal exhibits any behavior or engages in any activity defined as a "nuisance animal" under section 10-1.

Sec. 10-10. Requirements for possessing dangerous or potentially dangerous dogs; registration; insurance; inspection.

(a) It shall be unlawful for an owner to have or possess within this state a classified dog without a certificate of registration issued in accordance with the provisions of this Code section. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.

(b) Unless otherwise specified by this section, a certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:

(1) The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and

(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.

(c) Except as provided in subsections (e) and (f) of this section, a certificate of registration for a vicious dog shall be issued if a dog control officer determines that the following requirements have been met:

(1) The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;

(2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;

(3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and

(4) The owner maintains and can provide proof of general or specific liability insurance in the amount of at least $50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.

(d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of the Responsible Dog Ownership Law.

(e) No person shall be the owner of more than one vicious dog.

(f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:

(1) A serious violent felony as defined in Section 17-10-6.1 of the Official Code of Georgia;

(2) The felony of dogfighting as provided for in Section 16-12-37 of the Official Code of Georgia or the felony of aggravated cruelty to animals as provided for in Section 16-12-4 of the Official Code of Georgia; or

(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in Sections 16-13-31 and 16-13-31.1 of the Official Code of Georgia from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.

(g) Certificates of registration shall be renewed on an annual basis. At the time of renewal of a certificate of registration for a vicious dog, a dog control officer shall verify that the owner is continuing to comply with provisions of this chapter. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this chapter.

(h) Fees. An annual fee to register classified dogs as set by the Board of Commissioners shall be paid by the owner to CCAS.

(i) Right to inspect. CCAS shall have the right to inspect, randomly and without notice, a dangerous dog or vicious dog, which is required to be confined pursuant to this section, in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.

(j) The owner of a classified dog shall notify the dog control officer within 24 hours if the dog is on the loose or has attacked a human and shall notify the dog control officer within 24 hours if the dog has died or has been euthanized.

(k) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

(l) The owner of a classified dog who moves from one jurisdiction to another within the State of Georgia shall register the classified dog in the new jurisdiction within ten days of becoming a resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into this state shall register the dog as required in Section 4-8-27 of the Official Code of Georgia within 30 days of becoming a resident.

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Sec. 10-11. Control of animal.

(a) *General control.*

(1) It shall be unlawful for the owner of any animal to permit such animal to be out of his immediate control and restraint, or to be left unattended off the premises of the owner, or to be upon the property of another person without the permission of the owner or person in possession of such other property. For the purposes of this chapter, condominium and apartment common property shall not be considered to be the premises of the animal owner. Voice control does not constitute control of an animal.

(2) Restraint of dogs and/or animals shall be maintained as follows:

a. When upon the premises of the owner, all animals shall be kept indoors or in a primary enclosure as defined by this chapter in such a manner as to contain the animal within the bounds of the owner's premises, or on a leash in the hands of a person that possesses the ability to restrain the animal. Tethering as a means of primary enclosure is not permitted.

b. When off the premises of the owner, all animals shall at a minimum be maintained on an appropriate chain, leash or tie not exceeding six feet in length, and in the hands of a person who possesses the ability to restrain the animal.

c. It shall be unlawful for any owner of a dog to chain, tie, fasten or otherwise tether the dog to a stationary object or pulley run as a means of confinement, except that the dog may be temporarily confined by a tether while attended by its owner, notwithstanding subsections (2)a. and (2)b. of this section.

(3) The requirements of subsections (2)a. and (2)b. of this section shall not apply in the areas zoned for agricultural purposes where the owner of the dog is using the dog for hunting or working purposes and has the dog in his possession or control. If the dog is being used for hunting purposes the owner shall have on his person a valid hunting license. Dogs, while hunting, or show dogs while being shown, are not required to wear a collar or dog tag; but the owner shall have the dog tag in his possession where it may be shown upon demand of a representative of CCAS.

(4) No person shall tie, stake or fasten any animal within any street, alley, sidewalk, right-of-way, or other public place within the county or in such manner that the animal has access to any portion of any street, alley, sidewalk or other public place.

(5) Every female dog and cat in heat shall be confined in a building or other enclosure in such a manner that such female dog or cat cannot come into contact with an intact male of the same species except for planned breeding.

(6) Every animal shall be restrained and controlled so as to prevent it from causing property damage, harassing pedestrians or bicyclists, molesting passersby, chasing vehicles, or attacking persons or other animals.

(7) Exception: Section 10-11(a)(2)b. shall not apply to the areas contained within the Sweat Mountain Dog Park or within any other county or city dog park designated as such by the applicable governing authority, provided that all other rules, regulations and ordinances connected to the use of that area are followed. All owners must possess the ability to restrain their dog(s) and must be present in the off-leash area of said park with any dog(s) they brought into the park, to adequately control or restrain them if needed, so as to prevent injury to other people or dogs in the off-leash area.

(b) *Control of attacking, biting, or vicious animal.*

(1) The above provisions concerning general control and contained in subsection (a) of this section are applicable to attacking, biting, or vicious animals.

(2) When upon the premises of the owner, attacking, biting, or vicious animals shall be kept indoors or in a proper enclosure as defined by this chapter. Permanent or temporary tethering as a means of enclosure is not permissible.

(c) *Control of classified dogs.*

(1) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:

a. The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary;

b. The dog is contained in a closed and locked cage or crate; or

c. The dog is working or training as a hunting dog, herding dog, or predator control dog.

(2) It shall be unlawful for an owner of a vicious dog to permit the dog to be:

a. Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:

1. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or

2. The dog is contained in a closed and locked cage or crate; or

b. Unattended with minors.

State law reference(s)—Livestock running at large, O.C.G.A. § 4-3-1 et seq.; permitting dogs in heat to run at large, O.C.G.A. § 4-8-6.

Sec. 10-12. Attacking or biting animals.

The owner of any animal that exhibits the characteristics or behavior as set forth in the definition of "attacking or biting animal" [in section 10-1] shall be in violation of this chapter.

Sec. 10-12.1. Vicious animals; possession of vicious animals.

(a) The owner of any animal shall be in violation of this chapter if the animal engages in any activity or exhibits any behavior as defined a "vicious animal" by this chapter under section 10-1.

(b) Upon being adjudicated guilty of or entering a guilty plea or nolo contendere plea to a charge made under this provision, the owner of the vicious animal, if allowed to maintain the animal will have to adhere to the following requirements for possessing a vicious animal:

(1) The owner must possess a proper enclosure to confine the vicious animal; and

(2) The owner must post the premises with a vicious animal warning sign.

(c) *Right to inspect.* CCAS shall have the right to inspect, randomly and without notice, a vicious animal which is required to be confined pursuant to this section in its environment. Permission of the owner or person in custody of the animal confined shall not be unreasonably withheld.

(d) Any person who releases a vicious animal either willfully through failure to exercise due care or control or who takes such animal out of such proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter.

Sec. 10-12.2. Penalty for violation of section 10-12.1.

For the first conviction under foregoing section 10-12.1, vicious animals; possession of vicious animals, the following penalties may be assessed:

(1) The convicted person may serve 60 days confinement, and/or

(2) The convicted person may be fined $1,000.00, and/or

(3) The convicted person may be required to relinquish control of the animal in question to Cobb County Animal Control and the animal will be dealt with in the discretion of animal control.

State law reference(s)—Liability of owner or keeper of vicious or dangerous animal for injuries caused by animal. O.C.G.A. § 51-2-7.

Sec. 10-13. Attacking and biting animals; report of; confiscation.

(a) *Notice to the county.*

(1) Any person having information an animal has bitten or attacked a person shall immediately report such information to CCAS.

(2) Notwithstanding the provisions of subsection (a)(1) of this section, the owner of a vicious animal shall notify CCAS immediately, but in any case within 24 hours, if the animal is loose, unconfined, has attacked a human, has died or has been sold or donated. If the animal has been sold or donated, the designation travels with the animal, and the original owner shall provide CCAS with the name, address and telephone number of the new owner of the animal, and the former owner shall inform the new owner of the designation.

(b) *Confiscation of biting animals.* Upon receiving notice that an animal has bitten or attacked a person, an authorized person from CCAS shall investigate the incident. Any animal determined to have bitten a person shall be immediately strictly confined and isolated for observation at CCAS or, at the owner's option, the owner may immediately take the biting animal to a licensed veterinarian. In the event the licensed veterinarian is closed or unable to take the animal at that time, the animal will be immediately transported to the animal shelter and held until the animal can be transported to a veterinary clinic. Regardless of the quarantine or confinement location, the owner shall be responsible for all expenses incurred. The biting animal shall be segregated and isolated for at least ten days from the date of the bite.

(1) Nothing shall prohibit CCAS from allowing an animal to remain in strict confinement on the premises of the owner subject to daily inspections by CCAS so long as the health, safety, and welfare of any person or animal is not threatened. Those animals may include but are not limited to the following:

a. A female animal that is nursing offspring and that is current on her rabies vaccination.

b. A vaccinated animal if the animal has a medical condition, verified by a written statement from a licensed veterinarian, and confinement at CCAS or a veterinary clinic would be detrimental to the health and welfare of the animal.

c. An animal that is current on its vaccination and has bitten its owner, caretaker, or member of its family.

(2) No animal that is in strict confinement for biting shall be vaccinated for rabies until the end of the quarantine period.

(3) No animal that is in strict confinement shall be sterilized or undergo any other surgical procedure during the quarantine period unless the surgery is necessary for a life threatening medical condition or injury.

(c) *Confiscation of classified dogs.* A dangerous dog or vicious dog shall be immediately confiscated by any dog control officer or by a law enforcement officer in the case of any violation of the Responsible Dog Ownership Law. A refusal to surrender a dog subject to confiscation shall be a violation of this chapter.

(d) *Return of confiscated classified dogs or vicious animals.*

(1) Any vicious animal that has been confiscated under the provisions of subsection (b) of this section shall be returned to its owner upon the owner's compliance with the provisions of this chapter and upon payment of reasonable confiscation costs provided in this chapter. If the owner has not complied with the provisions of this section within 20 days of the date the vicious animal was confiscated, the vicious animal shall be destroyed in an expeditious and humane manner. The payment of reasonable confiscation costs and the return of a vicious animal shall not bar or affect an action against the owner for violation of this chapter.

(2) The owner of any classified dog that has been confiscated pursuant to subsection (c) of this section may recover such dog upon payment of all reasonable confiscation and housing costs and proof of compliance with section 10-10, unless such confiscation is deemed to be in error by the dog control officer or the Animal Services Board. All fines and all charges for services performed by a law enforcement or dog control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

a. In the event the owner of any classified dog has not complied with the provisions of section 10-10 within 14 days of the date the dog was confiscated, such dog shall be released to an animal shelter, as such term is defined in section 4-14-2 of the Official Code of Georgia, or euthanized in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

Sec. 10-14. Prohibited animals.

It shall be unlawful to purchase, sell, own, possess, harbor or breed skunks, foxes, prairie dogs, raccoons, coyotes, wolves, hybrid wolves, any hybrid animal that is part wild animal, exotic cats or any other wildlife unless licensed by the respective federal or state department of agriculture to possess such animal.

(Ord. No. 2007-08, 2-5-07)

Sec. 10-15. Ferrets.

European ferrets, mustela putorius furo, may be sold, purchased, exhibited, or held as pets, provided that the ferret owner can provide valid documentation that the ferret was sexually spayed or neutered prior to seven months of age and is vaccinated against rabies by a licensed veterinarian with a properly administered vaccine approved for use on ferrets by the United States Department of Agriculture.

Secs. 10-16—10-35. Reserved.

ARTICLE II. ADMINISTRATION AND ENFORCEMENT

DIVISION 1. GENERALLY

Sec. 10-36. CCAS responsibility and staff.

(a) CCAS shall have primary responsibility for animal control and welfare in the county.

(b) *Appointment of Director.* The Director of CCAS shall be appointed by the appropriate appointing authority. The Director may also be designated by the board of health as the official rabies control officer for the county.

(c) *Powers and duties of Director.* The Director shall be primarily responsible, with support from the Director of the Department of Public Safety and the assistance of his or her staff, for the enforcement of this chapter; and his or her duties shall include but not limited to the following:

(1) Responsible for the operation of the CCAS shelter and the performance of such duties and the keeping of such records as the Board of Commissioners may require.

(2) Cooperation with the Cobb County Board of Health in the enforcement of rabies control regulations and of animal control directives.

(3) Cooperation with animal welfare organizations.

(4) Taking up and impounding animals which are in violation of this chapter, using any and all means available that are humane in nature.

(5) Housing animals at the CCAS shelter, or at any facility designated by CCAS to function or serve as an auxiliary shelter.

(6) Keeping a record of the number, description and disposition of all animals impounded or otherwise taken into custody, showing in detail in the case of each animal the following:

a. A general description by sex, breed and approximate age, together with any identification tag, vaccination tag or other marking, if any;

b. The date of receipt;

c. The date and manner of disposal;

d. The name and address of the person reclaiming or adopting;

e. The fees and charges;

f. The proceeds of sales received;

g. The condition of the animal when received;

h. Any treatment administered to the animal, including any drugs, medication or appliances;

i. The condition of the animal when reclaimed, redeemed, adopted or purchased; and

j. Such additional records as the Board of Commissioners may require.

(d) *Identification.* Animal services officers shall wear uniforms and badges containing individual names while engaged in the execution of their duties. The Director and managers shall possess badges for use in the execution of their duties, but shall not necessarily wear uniforms.

(e) *Dog control officer.* A dog control officer shall carry out all duties provided for by the Responsible Dog Ownership Law for the county or any other local government pursuant to contract or agreement; and his or her duties shall include, but not be limited to the following:

(1) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within a dog control officer's jurisdiction, the dog control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or a vicious dog.

(2) When a dog control officer determines that a dog is subject to classification as a dangerous dog or a vicious dog, the dog control officer shall mail a dated notice to the dog's owner within 72 hours. Such notice shall include a summary of the dog control officer's determination and shall state that the owner has a right to request a hearing from the Animal Services Board on the dog control officer's determination within seven days after the date shown on the notice. The notice shall provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the dog control officer's determination shall become effective for all purposes under the Responsible Dog Ownership Law, O.C.G.A. § 4-8-20, et seq. If an owner cannot be located within ten days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.

(3) If a hearing is requested, the Animal Services Board shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that classification shall become effective. If the determination is that the dog is to be euthanized, the notice shall specify the date by which the euthanasia shall occur.

(4) The Animal Services Board's final decision is subject to judicial review by the Cobb County Probate Court in accordance with O.C.G.A. § 15-9-30.9.

Sec. 10-37. Fees.

(a) The fees with respect to all services performed in connection with enforcement of this chapter shall be set by the board of commissioners from time to time and ratified by the Mayor and City Council. A copy of such fee schedule shall be posted at the headquarters of the CCAS and the City Clerk’s office and may be changed at any time and from time to time as determined by the board of commissioners.

(b) The fees established and collected under this chapter and pursuant to the state dangerous dog control law are not penalties but are imposed for the sole purpose of defraying expenses borne by the county for animal control and welfare under this chapter and are subject to change at any time.

(c) The CCAS may waive any part of the normally required fees at his discretion.

Secs. 10-38—10-50. Reserved.

DIVISION 2. ANIMAL CONTROL BOARD

Sec. 10-51. Membership.

(a) The Cobb County Animal Control Board shall consist of the following: One member of the Humane Society of Cobb County Board of Directors or its designee (post 1); three interested citizens who have interest in domestic animals (posts 2, 3, 4); two veterinarians, at least one of whom shall be a member of the Cobb County Veterinary Medical Society (posts 5, 6); and one citizen chosen by the chairman of the board of commissioners (post 7). Members of the animal control board shall adopt procedures and policiesto govern potential conflicts of interest arising from the responsibilities and duties of their positions.

(b) The manager of the animal control unit shall be an ex officio member of the animal control board.

(c) All members of the animal control board shall be residents of the county.

(d) Members of the board of commissioners from districts 1, 2, 3 and 4 shall separately appoint posts 5, 3, 1, and 6 respectively (i.e., district commissioner 1 appoints post 5; district commissioner 2 appoints post 3; district commissioner 3 appoints post 1; district commissioner 4 appoints post 6.) The terms of those four members will run concurrent with the appointing commissioner's term, and these members will serve at the appointing commissioner's pleasure.

In addition, the commissioners from districts 1 and 3 shall together appoint the post 4 member, and the commissioners from districts 2 and 4 shall together appoint the post 2 member. These two members shall serve at the pleasure of the appointing commissioners, and these members' terms shall begin with the announcement of their appointment at an open meeting and will conclude upon first of their appointing commissioner's leaving office for any reason. Notwithstanding the above, all members shall continue to serve until their replacements are appointed.

(e) One member of the animal control board (post 7) shall be appointed by the chairman of the board of commissioners. The post 7 member shall serve concurrently with the chairman's term of office and at the chairman's pleasure and until a successor is appointed and qualified.

(f) The changes provided in this section concerning membership will take effect post-by-post upon the expiration of the terms of the members of the animal control board presently serving on the date of the adoption of this revision of this chapter.

Sec. 10-52. Powers and duties.

(a) In addition to such other powers and duties as may be set forth in this chapter, the animal control board shall have the power and duty to:

(1) Hold hearings and recommend to the board of commissioners regulations and amendments to this chapter concerning the control and welfare of animals in the county.

(2) Recommend to the board of commissioners guidelines for the operation and maintenance of the animal shelter.

(3) Hold a public meeting at least twice yearly.

(4) Study animal related issues and recommend to the board of commissioners those programs, methods, found to be both economically feasible and humane.

(5) Study and recommend to the board of commissioners requirements for the treatment and maintenance of animals at the animal shelter.

(6) Supply to the board of commissioners semiannual reports as to any recommendations provided for in this section or at such other intervals or times as may be designated by the board of commissioners.

(7) Carry out those duties as provided in the state dangerous dog control law, as amended, and hold hearings and determine matters provided therein and as amended. In addition, the animal control board may enact procedures for hearings on the state dangerous dog law.

(b) The animal control board may request and receive in a timely manner statistics, information and documentation necessary for reports and studies for the board of commissioners.

(c) The animal control board may enact its own by-laws and general hearing procedures.

Secs. 10-53—10-65. Reserved.

DIVISION 3. ANIMAL IMPOUNDMENT, REDEMPTION AND ADOPTION

Sec. 10-66. Impoundment of animals found running at large; notice to owner.

(a) Subject to the state dangerous dog control law and the provisions of this chapter relating to rabies control and the rules and regulations of the board of health and this chapter, any animal found running at large or otherwise engaged in any activity or existing in a condition prohibited by this chapter or by the state dangerous dog control law shall be taken and impounded at the animal shelter.

(b) Any person may take into custody any animal running at large in violation of this chapter and place with CCAS.

(c) Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the animal shelter without fee or charge. However, a person may house the animal for five business days while attempting to locate and/or contact the owner. Once in the custody of the animal shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of CCAS.

(d) Upon receipt for impoundment of any domesticated animal found to have any means of identification, the CCAS shall immediately make diligent efforts to ascertain the identity of the animal's owner. If identified, CCAS shall, within 24 hours of receipt, telephone the owner to give notice of the impoundment. If CCAS is unable to contact the owner by telephone, it shall send notice of impoundment to the owner by certified mail.

(e) Diseased, injured, or pregnant animals, and animals in need of immediate veterinary care so as to lessen the suffering, prevent the spread of a communicable disease to other animals, and/or to save the animal's life, shall be treated by or under the direction of a licensed veterinarian. If an animal is suffering from any life threatening disease or injury where life cannot be maintained and a slow death would be inhumane, and the licensed veterinarian and the CCAS manager agree that the best interest of the animal would be served by euthanizing the animal, then the animal shall be humanely euthanized regardless of whether or not the normally required impoundment period has expired.

(f) Any licensed veterinarian who is caring for an animal during the period of impoundment shall immediately notify the CCAS manager if the animal dies.

Sec. 10-66.1. Taking; selling; impounding of owned animals.

(a) Any person who takes, steals, or deliberately lures a cat, dog or other domestic animal off the property of the owner without permission of the owner, or who deliberately releases such animal from the property of the owner, without the permission of the owner, shall be in violation of this chapter.

(1) A law enforcement officer or the CCAS manager or his designee who takes an animal as directed in this chapter while performing his duties as defined by this chapter shall not be in violation of this section.

(2) An animal that has been injured, that is in danger, or whose health or safety has been compromised may be removed by CCAS without being in violation of this chapter.

(3) Any CCAS officer who finds an animal in need of immediate medical care or treatment due to a life threatening illness or injury or finds an animal in danger, may remove the animal from public or private property if the removal is for the purpose of seeking immediate medical care for the animal, or is in the immediate best interest of the animal. If the animal is removed from a private residence, notice shall be left at the owner's residence advising the owner of the impoundment and reason for impoundment.

(b) It shall be a violation of this chapter for any person who, knowing the identity of an animal's owner, without permission of said owner does any of the following:

(1) Relinquishes the animal to CCAS without notifying CCAS of the animal owner's name and address;

(2) Relinquishes the animal to CCAS and falsely represents himself as the owner of the animal;

(3) Sells the animal; or

(4) Gives the animal away.

Sec. 10-66.2. Entrapment of animals; methods, duration, access to food and water, etc.

(a) Trapping of animals is permitted only if all of the following are complied with:

(1) The trap shall be a humane trap that is safe and non-debilitating;

(2) The trap must be placed in such a manner to prevent injury to children;

(3) Traps set to operate must be checked at least every eight hours;

(4) Traps must not be set for more than eight hours prior to the earliest possible transport to the animal shelter; and

(5) Traps can only be placed on public or private property with permission of the owner or lessor of the property.

(b) *Trapped animals:*

(1) Shall be given food and water as needed to prevent malnutrition and dehydration;

(2) May not be treated in a cruel or abusive manner;

(3) That are domestic animals and are seriously ill or severely injured shall be taken to a licensed veterinarian or the animal shelter for evaluation, care and disposition;

(4) That are domestic animals that appear to be uninjured and reasonably healthy shall be taken to animal shelter or returned to the owner if known; and

(5) That are wild animals or wildlife shall be taken to the animal shelter.

Sec. 10-67. Period of impoundment or confinement.

(a) All periods specified in this section shall be deemed to commence at 12:01 a.m. of the day following the day of impoundment or confinement.

(b) Other than those dogs confiscated under subsections 10-13(b), 10-13(c), 10-97, or 10-121 through 10-121.18, all impounded animals shall be kept at the animal shelter for a period of not less than five working days unless redeemed within such period.

(c) Wildlife or wild animals as defined by this chapter which have been captured by or come to be in the custody of CCAS shall not be deemed impounded and need not be retained for any minimum length of time. Wildlife and wild animals received by CCAS will be disposed of in accordance with federal and state guidelines.

(d) Any animal which is voluntarily surrendered to CCAS shall be deemed permanently relinquished to CCAS and may be immediately adopted, destroyed or otherwise disposed of as though it had been impounded.

Sec. 10-68. Redemption; abandonment.

(a) The owner of any impounded animal may regain possession of the animal upon payment of all applicable fees specified in section 10-37 and compliance with the terms of this chapter. Such redemption shall not affect any criminal liability of the owner, which may exist with respect to any violation of this chapter and shall not preclude proceedings against the owner for the purpose of pursuing sanctions under this chapter. The following exceptions apply:

(1) Any animal impounded as a result of cruelty, abuse, neglect, or any other reason defined by this chapter as inhumane treatment may be retained by CCAS until such time as the case is disposed of in a court competent to hear such matters.

(2) Any impounded animal adopted from CCAS that was not spayed or neutered per the adoption agreement may immediately be reclaimed by CCAS, and the owner may not be permitted to reclaim said animal.

(b) Any impounded animal not redeemed within the period specified in subsection 10-13(d) or section 10-67, whichever is applicable, shall be considered abandoned to CCAS, in which event all rights of ownership shall vest in CCAS; and the owner shall have no further claim to such animal.

Sec. 10-69. Adoption.

(a) CCAS shall endeavor to locate adopters for adoptable animals. No adoption shall become final until the termination of the impoundment period or confinement period provided for in section 10-67. No person under 18 years of age may adopt an animal and all adopters must provide proper identification prior to the adoption.

(b) As a condition precedent to adoption, all fees pursuant to subsection 10-37(a) shall be paid by the adopter.

(c) The unit manager shall have the right to refuse adoption to any person or entity who, for any reason, in the discretion of the unit manager or his designee, may be deemed unsuitable as an adopter.

(d) No transfer of any animal held at the animal shelter shall be valid without the written approval of CCAS.

(e) All animals adopted from the animal shelter shall be neutered or spayed. Upon completion of neutering or spaying, within the period specified by CCAS, the veterinarian performing such operation shall submit to CCAS signed certification of such operation. The adopter shall be responsible for providing proof that the animal has been sterilized within seven days of the surgery or will insure that the licensed veterinarian responsible for the spay/neuter surgery submits signed verification to CCAS that the sterilization process has been accomplished.

(f) No person residing in the same household, nor any corporation, institute or other entity, may adopt more than three animals within any 12-month period; however, nothing shall prohibit CCAS discretion to donate

more than three animals in a 12-month period, if the donation is in the best interest or welfare of the animal or it is in the best interest of public safety.

(g) Notwithstanding any other provisions of this chapter, CCAS shall have the right to keep any animal which could otherwise be adopted or sold.

Sec. 10-70. Sale of animals.

CCAS shall have the exclusive right to dispose of all animals that have been relinquished to CCAS, impounded or confiscated and not redeemed within the period specified by CCAS, including but not limited to domestic animals, farm animals, livestock, exotic animals, birds and reptiles, in any manner deemed appropriate and in the best interest of the animal and in accordance with this chapter.

Sec. 10-71. Destruction of animals.

(a) Subject to those dogs falling within subsections (b) and (c) of this section, any impounded animal within one of the following categories may be destroyed at the discretion of CCAS, in as humane a manner as possible:

(1) Any animal not redeemed within the periods specified in section 10-68 or which by reason of age, disease, temperament or injury, is not considered adoptable or otherwise placeable, or when limitations on available kennel space at CCAS exist.

(2) Any animal, which is suffering excessively, without regard to whether the period of confinement designated in section 10-67 has expired.

(3) Any animal, which presents a danger or exhibits a propensity for aggressive behavior towards any person or other animal, without regard to whether the period of confinement designated in section 10-67 has expired.

(b) A superior court judge may order the euthanasia of a classified dog if the court finds, after notice and opportunity for hearing as provided by O.C.G.A. § 4-8-23, that the classified dog has seriously injured a human or presents a danger to humans not suitable for control pursuant to section 10-11 and:

(1) The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or

(2) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.

(c) A dog that is found, after notice and opportunity for hearing as provided by the Responsible Dog Ownership Law, to have caused a serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this section.

State law reference(s)—Euthanasia of dogs and cats by animal shelters, O.C.G.A. § 4-11-5.1.

Sec. 10-72. Neutering and spaying.

(a) No impounded animal shall be neutered or spayed (sterilized) without the owner's consent until the period of redemption has expired, except any animal that in the opinion of a licensed veterinarian must be sterilized in order to save its life may be sterilized by a licensed veterinarian prior to the expiration of the redemption period.

(b) CCAS shall accomplish the sterilization of any animal whose period of impoundment has expired or that has been voluntarily surrendered to the county by:

(1) Requiring adopters to sign a binding agreement to have the adopted animal sterilized within a period specified by CCAS as follows:

a. Within 30 days from the date of adoption for animals over the age of six months.

b. Within the first six months of age for sexually immature animals.

(2) By CCAS sterilizing the animal prior to adoption.

(3) If the animal cannot be sterilized as required due to disease, medical condition, or for other reasons as specified by a veterinarian, then signed verification from a licensed veterinarian shall be delivered to CCAS by the adopter and the animal shall be sterilized upon recovery or as soon as recommended by the veterinarian.

(c) The adopter of any animal required to be sterilized pursuant this chapter shall be responsible for providing CCAS proof that the animal has been sterilized within seven days of the surgery. The adopter will not be relieved of this responsibility until the veterinarian performing the sterilization certifies to CCAS that the sterilization has been accomplished, or unless the veterinarian certifies to CCAS in writing that the animal has died.

(d) Any adopted animal not sterilized within the time specified may be reclaimed by CCAS.

Secs. 10-73—10-95. Reserved.

ARTICLE III. RABIES CONTROL[2]

Sec. 10-96. Rabies inoculation, tag requirement for dogs, cats and ferrets.

(a) Insofar as the control of rabies is concerned, this chapter shall be construed and enforced consistently with any rules and regulations promulgated by the board of health. CCAS and the public safety director and his designees are authorized and directed to enforce any such rabies control rules and regulations which may be promulgated by the board of health.

(b) All dogs, cats and ferrets shall be vaccinated by four months of age and revaccinated as recommended by the current Compendium of Animal Rabies or a licensed veterinarian according to the type of vaccine and the duration of its effectiveness.

(c) Animals that may not be vaccinated for health reasons at the direction of a licensed veterinarian and those under the suggested age shall wear a collar with identification tags when off the property of the owner.

(d) Ferrets are not required to wear a collar and tag, however the owner, caretaker or veterinarian shall provide proof of vaccination upon demand of CCAS.

(e) It shall be unlawful for any person to keep or harbor or allow to be kept or harbored any dog or cat over four months of age without a collar, which shall have attached thereto a valid vaccination tag.

(1) Dogs, while legally hunting or working on agricultural property with permission of the owner, are not required to wear a collar with identification tags when off the property of the owner.

(2) Show animals are not required to wear a collar or rabies tag while being shown as required by this chapter provided that the owner/handler shall have the rabies tag in his possession where it may be shown upon demand of a representative of CCAS.

[2]State law reference(s)—Control of rabies, O.C.G.A. § 31-19-1 et seq.

(3) Animals that are housed at licensed kennels, shelters, or veterinary clinics are exempt from wearing collars and rabies tags provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his possession where it may be shown upon demand of a representative of CCAS.

(4) Cats and dogs over four months of age that are on the owner's property are not required to wear their rabies tag provided the animal has been properly vaccinated and the veterinarian/caretaker has the rabies tag or proof of vaccination in his possession where it may be shown upon demand of a representative of CCAS.

(f) Any dog or cat entering the county for the purpose of a temporary stay not exceeding 14 days shall be exempt from the rabies tag provision of this section, but shall be subject to all other provisions of this chapter.

State law reference(s)—Inoculation of dogs and cats against rabies, O.C.G.A. § 31-19-6; rabies inoculation tags, O.C.G.A. § 31-19-6.

Sec. 10-97. Animals bitten by rabid animals/suspected rabid animals.

(a) Dogs, cats and ferrets current on their rabies vaccinations that are bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined and observed for the recommended time set by the State of Georgia. Confinement is the responsibility of the owner and subject to unannounced inspections by CCAS to ensure compliance.

(b) Unvaccinated dogs, cats and ferrets that are bitten by a suspected or proven rabid animal should be humanely euthanized immediately. If the owner is unwilling to euthanize the animal, the exposed animal must be placed in strict confinement/isolation for the period of time set by the State of Georgia and vaccinated one month prior to being released from isolation. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by CCAS.

(c) Cattle and livestock that are current on their rabies vaccinations bitten by a suspected or proven rabid animal shall be revaccinated immediately, confined, and observed for the period of time set by the State of Georgia. Confining the animal in strict isolation is the responsibility of the animal owner and subject to unannounced inspections by CCAS.

(d) Unvaccinated cattle or livestock bitten by a suspected or proven rabid animal should be destroyed (slaughtered) immediately. Under special circumstances and with the approval of CCAS and the county health department, the owner may opt to keep the exposed animal under very strict confinement/isolation and close observation for the period of time set by the State of Georgia.

(e) Any animal bitten by a suspected or proven rabid animal that is not destroyed and manifests any of the symptoms of rabies should be immediately examined by a licensed veterinarian. If the licensed veterinarian determines the animal is displaying symptoms of rabies and the symptoms cannot be attributed to any other illness or injury, the animal shall be humanely euthanized and CCAS shall be notified.

(f) All animals will be managed in accordance with the guidelines established in the most current edition of the Georgia Rabies Control Manual.

State law reference(s)—Animal bites, O.C.G.A. § 31-19-4.

Secs. 10-98—10-120. Reserved.

ARTICLE IV. CRUELTY AND RELATED OFFENSES[3]

Sec. 10-121. Cruelty to animals.

(a) Any person who abuses an animal, or aids another person in abusing an animal, or causes or permits an animal to abuse another animal, by acting or failing to act, shall be in violation of this chapter. Cruelty to an animal includes but is not limited to:

(1) Willfull neglect as defined by this chapter;

(2) Failure to provide reasonable remedy or relief for any injured or diseased animal;

(3) Overloading, overdriving;

(4) Beating, torturing, tormenting or mutilating;

(5) Abandonment;

(6) Killing any animal or causing the same to be done;

(7) Failure to maintain adequate care;

(8) Failure to provide adequate food;

(9) Failure to provide adequate water;

(10) Failure to provide adequate shelter;

(11) Failure to provide adequate bedding;

(12) Failure to provide adequate primary enclosure;

(13) Failure to provide adequate exercise;

(14) Failure to provide adequate space;

(15) Failure to maintain sanitary conditions;

(16) Failure to provide adequate ventilation;

(17) Failure to provide adequate temperature control;

(18) Hording or collecting animals as defined by this chapter;

(19) Owning, managing, obtaining, confining or caring for any number of animals in an animal mill as defined by this chapter; or

(20) Otherwise treating any animal in a cruel or inhumane manner;

(b) *Exceptions:*

(1) Licensed veterinarians who perform surgery or euthanasia and CCAS personnel who euthanize animals under the direction of the CCAS manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.

(2) A person shall not be guilty of cruelty when the person is protecting his life, the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him, provided

[3]State law reference(s)—Dogfighting, O.C.G.A. § 16-12-37; cruelty to animals, O.C.G.A. § 16-12-4; Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq.

that the person being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused, or assaulted the animal in the past.

Sec. 10-121.1. Aggravated cruelty to animals.

(a) Any person shall be in violation of this chapter and shall be guilty of aggravated cruelty who knowingly and maliciously causes or aids another person or animal in causing or attempting to cause the death, physical harm or serious disfigurement of an animal by, but not limited to, any of the following:

(1) Rendering a part of such animal's body useless;

(2) Drowning, severely starving, severely dehydrating, strangling, suffocating, burying alive, or burning;

(3) Attempting to kill, abuse, maim, disfigure, dismember, mutilate or torture any animal; or

(4) Administering poison to any animal or exposing any animal to any poisonous or toxic/deadly substance.

(b) *Exception:* Licensed veterinarians who perform surgery or euthanasia and CCAS personnel who euthanize animals under the direction of the CCAS manager per the guidelines of the Georgia Veterinary Medical Association, Georgia Department of Agriculture and this chapter are not in violation of this chapter.

(c) *Exception:* A person shall not be guilty of aggravated cruelty when the person is protecting his life, or the life of another person or animal that is being attacked by an animal that is attempting to severely harm or kill him, provided that the person or animal being attacked is not committing a crime or is not aggravating or inciting the animal to attack, and has not aggravated, injured, abused or assaulted the animal in the past.

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Sec. 10-121.2. Abandonment of a domestic animal.

(a) Any person who engages in any behavior or activity defined as "abandonment (abandonment of an animal)" under section 10-1, shall be in violation of this chapter.

(b) *Exception:* An animal that is deserted when premises are temporarily vacated for the protection of human life during a disaster or emergency hospitalization shall not be regarded as abandoned under this article where the owner or custodian lacked sufficient time or resources to make reasonable arrangements for the adequate care and custody of the animal.

(c) *Exception:* An animal relinquished through a written agreement with CCAS, the Humane Society of Cobb County, other licensed rescue group, licensed veterinarians, individual, or other entity shall not be deemed abandoned but shall be considered relinquished to the entity.

(d) *Exception:* An animal left unattended when its sole owner dies shall not be deemed abandoned, and shall be impounded by CCAS until CCAS can locate a family member to take custody of the animal. If a family member cannot be located, then the animal will be held in compliance with section 10-67 of this chapter.

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Sec. 10-121.3. Fighting of animals.

(a) No animal shall be used for fighting.

(b) No animal shall be used to train other animals to fight.

(c) No animal shall be used as bait to encourage aggressive or fighting behavior in other animals.

(d) No person shall own, possess, keep, harbor, train, lend, borrow, or handle any dog, cat, bird/fowl, or other domestic, feral or wild animal with the intent that such animal shall be engaged in any animal fight/fight training, exhibition of animal fighting or being used as bait for fighting/aggressive animals.

(e) No person shall train, assist, umpire/referee or in any way participate in the training of any animal to be used for animal fighting or used as bait or for animal fighting, or torment, badger or bait any animal for the purpose of fighting or blood sport training or any other such activity, the primary purpose of which is the training/conditioning of animals for aggressive or vicious behavior or animal fights or exhibitions of fighting animals.

(f) No person shall charge admission to, participate in, or be present as a spectator, handler, timekeeper, referee, guard, etc. at any animal fight/battle.

(g) No person shall profit from any activity connected with any animal fight or exhibition of animals fighting or training, or competitions or matches of fighting animals.

(h) Any animal found to be used in violation of subsections (a), (b), (c), (d) or (e) of this section will be immediately confiscated by CCAS.

Sec. 10-121.4. Animal fighting/training arenas/areas.

No person shall, for the purpose of any exhibition/ occurrence of animal fighting, training for animal fighting, or training of animals to display aggressive behaviors:

(1) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on premises owned or occupied by him;

(2) Allow a pit or other animal fighting arena or area whether permanent or portable, to be built, made, maintained, or kept on his premises; or

(3) Build, make, maintain, or keep a pit or other animal fighting arena or area, whether permanent or portable, on public or private property.

Sec. 10-121.5. Training equipment.

No person shall:

(1) Possess, use, sell, give, trade, or loan apparatus, paraphernalia, pit supplies, implements, programs, drugs or equipment used to train or condition animals to be aggressive, aggressive animals, game animals, or animals used to train other animals to be aggressive.

(2) Use any animal as bait or as a lure in training dogs for racing or other competitions.

Sec. 10-121.6. Animals in motor vehicles.

Any person shall be in violation of this chapter who:

(1) Transports an animal in a pickup or other open vehicle unless the animal is either:

a. Fully enclosed within the vehicle.

b. Protected by a belt, halter, tether, cage, container or other device that will prevent the animal from falling, jumping or being thrown from the motor vehicle and that will protect the animal from harm.

(2) Leaves an animal in a parked vehicle when temperatures inside the vehicle may adversely affect the animal's health and welfare. When the conditions inside a parked vehicle constitute an imminent

threat to the animal's health or safety, any animal left in a parked vehicle may be removed from that vehicle by CCAS, any law enforcement agency, or fire agency.

(3) Leaves an animal unrestrained or unattended in any parked open vehicle.

(4) Leaves an animal in any vehicle where it must stand, sit or lie on extremely hot or cold surfaces including but not limited to truck beds.

Sec. 10-121.7. Impoundment of animals inhumanely or cruelly treated in violation of sections 10-121 through 10-121.6.

Any animal that has not received humane care, that has been subjected to cruelty in violation of sections 10-121 through 10-121.2 or section 10-121.6, or that is used or intended for use in any violation of sections 10-121.3 through 10-121.5 shall be immediately impounded by CCAS.

Secs. 10-122—10-134. Reserved.

ARTICLE V. MISCELLANEOUS OFFENSES

Sec. 10-135. Selling/giving away of animals; use of animals as prizes.

Selling or giving away animals in front of or on private property or public property, other than the animal owner's property, without the owner's permission, is prohibited. A licensed rescue group, licensed animal shelter, licensed veterinarian, licensed pet dealer, or licensed humane society which has all required governmental licenses, registrations and has obtained permission from the owner of the business or property, may sell or give away animals on private or public property, including but not limited to: retail stores, businesses, flea markets, yard sales and CCAS property.

Sec. 10-136. Motorist hitting domestic animal to make report.

Any person who strikes or causes injury to any domestic animal while operating a motor vehicle shall notify the owner of the nature of the injury and the location of the incident. If the owner is unknown, the person striking or injuring the animal shall notify CCAS, the county police department, or any law enforcement agency.

Sec. 10-137. Exhibition of animals.

(a) Animal exhibitions will be permitted provided that the exhibitor:

(1) Has all valid licenses and permits that are required by the state, county or city available for inspection on demand;

(2) Abides by all federal, state and local laws, ordinances, rules and guidelines that apply to such exhibits;

(3) Does not exhibit any animal that is ill or injured;

(4) Has a licensed veterinarian either present or on call to attend to any injured/ill animal;

(5) Confines/controls all animals to protect the public and the animals from harm; and

(6) Ensures that all animals are treated in accordance with this chapter.

(b) Legal exhibitions include but are not limited to petting zoos, circuses, dog shows, individuals or groups displaying/marketing animals for adoption or sale, etc., unless otherwise prohibited in this chapter. Animals

that are high-risk carriers of rabies such as foxes, raccoons, and skunks shall not be exhibited in petting zoos or any exhibition where they can come in contact with people.

(c) Exhibitions of animals for illegal purposes as stated in local ordinances, this chapter, state and federal laws are strictly prohibited.

(d) No person shall in any manner or for any reason encourage, instigate, promote, assist, exhibit, organize, sponsor, host or participate in an exhibition/demonstration of the following types of animals including but not limited to those animals that are:

(1) Used or potentially used for fighting or training for fighting;

(2) Game animals;

(3) Bred with the intent to fight; or

(4) Aggressive animals.

Sec. 10-138. Sanitation.

(a) Animal owners must keep their yard, property, porches, balconies, decks, etc. reasonably free of animal feces. Animal waste will be removed in a timely manner by placing said material in a closed or sealed container and thereafter disposing of it in the animal owner's trash receptacle, sanitary disposal unit, or other closed or sealed refuse container.

(b) Persons who permit their animals to defecate on public or private property other than their own property are required to immediately pick up the feces, bag the feces, and properly dispose of the feces. Animal waste shall be removed by placing said matter in a closed or sealed container and thereafter disposing of it in the animal owner's or public trash receptacle, sanitary disposal unit or other closed or sealed refuse container.

(c) Any person found in violation of subsection (a) or (b) of this section shall be in violation of this chapter, subject to the following exceptions:

(1) Persons using guide dogs or assistance dogs are exempt from removing feces;

(2) Hunting dogs being used in a legal hunt with permission of the property owner; or

(3) Law enforcement officers working police trained dogs.

Sec. 10-139. Proximity of livestock lot, excluding pigs and hogs, to residences and public buildings.

It shall be unlawful to maintain a barn or lot in which is kept any livestock, other than pigs and hogs, within 100 feet of any private residence or public building other than the residence of the owner of such animal.

Sec. 10-140. Proximity of hog lots or pigpens to residences and public buildings.

It shall be unlawful to maintain a pigpen or hog lot having more than one animal within 600 feet of any private residence or public building except the residence of the owner; and it shall be unlawful to maintain a pigpen or hog lot having one animal within 200 feet of any private residence or public building except the residence of the owner.

Sec. 10-142. Noisy or offensive animal.

It shall be unlawful for any person to keep, maintain or permit any dog or other animal in the city in such a manner that such dog or other animal becomes unreasonably noisy or offensive to the neighbors or citizens of the city, or disturbs the general peace of the city.

(Ord. No. 2007-08, 2-5-07)

Item Report

TO: The Honorable Mayor and City Council

FROM: Marty Hughes, Assistant City Manager

DATE: December 8, 2025

TITLE: **SPLOST: 2028 Proposed Projects List**
Consideration for approval of the proposed projects for the 2028 Special Purpose Local Option Sales Tax (SPLOST) referendum.

Summary:
The appointed 2028 SPLOST committee, consisting of both City council members and staff, have created the attached proposed list of projects for the 2028 Special Purpose Local Option Sales Tax (SPLOST) referendum, which Cobb County has scheduled for November 2026 vote with the public. Per the committee's evaluations, the proposed projects reflect the City's priority of needs for the next six years.

Due to legal timelines, Cobb County is requesting submittal of the City's approved project list for publication in the SPLOST guidebook.

Recommendation:
The City Manager recommends approval.

Fiscal Impact:

Attachments:
1. SPLOST 2028 Projects (v6) DRAFT

Project (v6 DRAFT)	Tier 1	Tier 2
Sardis St extension and overpass - Elevate the overall performance of the transportation network and strategic re-development of the downtown district, and mitigate traffic congestion on Main St and its arteries. Additional efforts include securing essential rights-of-way and conducting coordinated planning with CSX Railroad to ensure effective project progression and long-term transportation predictability.	$10,500,000	
Cobb International Blvd - Upgrade and resurface road to handle heavy truck traffic as well as more commercial and personal vehicles for the industrial park businesses.		$10,000,000
Old 41 Highway - Establish a fourth travel lane between Barrett Parkway and Hardee Circle to optimize traffic flow, reduce congestion, and enhance overall roadway safety for motorists.		$3,500,000
Main St improvements - Improve walkability, pedestrian safety, and roadway crossings in and around Depot Park and the greater downtown Kennesaw area, while elevating the overall streetscape to create a more accessible and cohesive urban environment.	$3,000,000	
Summers St - Improve Summers St and Kennesaw Due West Rd at Cobb Parkway to enhance overall traffic operations and transportation efficiency.	$2,000,000	
Neighborhood improvements - Implement comprehensive neighborhood infrastructure enhancements, including street resurfacing, stormwater system upgrades, and expanded sidewalk connectivity, to strengthen overall safety and quality of life for residents.	$2,000,000	
Depot Park Phase 12 - Establish a pedestrian-friendly zone along Cherokee Street adjacent to the museum and its surrounding area, complemented by the expansion of the Depot Park parking to improve accessibility and accommodate increased visitor demand with the increased park activation.	$3,000,000	
Facilities improvements - Optimize space utilization to accommodate current and future staff growth, advancing HVAC, lighting and plumbing efficiencies, and strengthening access control and camera security measures to protect personnel and visitors.	$4,771,381	
Property acquisition - Secure strategically located land that supports city-wide facility growth needs, storage capacity, and long-term operational improvements.	$3,000,000	
Design and construct a new community center	$14,000,000	
Design and construct a new city hall		$16,000,000
Parks improvements - Enhance and improve Adams, Swift, Commemorative, and Depot Parks through targeted upgrades/expansion and strategic investment to ensure these public spaces continue to serve the community with high-quality amenities, accessibility and equipment; long-term functionality of the dog and skate parks; and an elevated standard of environmental and recreational value of the trails as well as the ballfields and associated buildings	$3,500,000	
Public Safety vehicles and equipment	$1,000,000	$1,000,000
Totals	$46,771,381	$30,500,000

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: December 8, 2025

TITLE: **Ordinance: Unified Development Code Text Amendment**
Consideration for approval of an Ordinance to amend the Unified Development Code, Appendix A, Section 4.04.05, "Standards for Home Occupations" of said chapter as submitted by the City of Kennesaw. Case #MISC2025-07

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. ORD 2025 - Standards for Home Occupations
2. 12-3-25 Planning Commission Action Minutes
3. 2025-11-14 UDC Amendments Legal Ad

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2025-___

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SECTION 4.04.05, "STANDARDS FOR HOME OCCUPATIONS"

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

WHEREAS, the Unified Development Code of the City of Kennesaw is designed for the purpose of promoting the health, safety, morals, convenience, order, prosperity and general welfare of the City of Kennesaw and its individual and corporate citizens;

WHEREAS, the Unified Development Code contains ordinances that regulate the use of land and also contains standards that regulate the development of land;

WHEREAS, the City periodically reviews said ordinances and said standards in order to ensure that the ordinances and standards are clear, concise, plainly stated and constitutional so that the objectives of the ordinances and standards can be achieved while simultaneously giving citizens and the public access to a user-friendly Code.

WHEREAS, public hearing were duly advertised in the Marietta Daily Journal; and

WHEREAS, the City and the Planning Commission held a public hearing in connection with the passage of this Ordinance;

WHEREAS, pursuant to Section 1-4 of the Code of Ordinances, Kennesaw, Georgia, the Code of Ordinances of Kennesaw, Georgia is hereby amended.

NOW, THEREFORE, BE IT ORDAINED BY the Mayor and City of Kennesaw hereby amends Section 4.04.05 by deleting the existing provisions of Section 4.04.05 and replacing same as follows:

4.04.05 Standards for Home Occupations

A. *Intent and Purpose.* Certain occupational uses termed "home occupations" are allowed in dwelling units on the basis that such uses are incidental to the use of the premises as a residence. ~~They~~ Such uses have special regulations that apply to ensure that home occupations will not be a detriment to the character and livability of the surrounding neighborhood. The regulations ensure that the accessory home occupation remains subordinate to the residential use and the residential viability of the dwelling is maintained. The regulations recognize that many types of jobs can be done in a home with little or no effect on the surrounding neighborhood and, as such, may be permitted provided such uses:

1. Are incidental to the use of the premises as a residence;
2. Are conducted within the bona fide residence of the principal practitioner;
3. Are compatible with residential uses;
4. Are limited in extent and do not detract from the residential character of the neighborhood.

B. *Definition of Accessory Home Occupations.* There are 2 types of home occupations, Type A and Type B. Permit requirements and uses allowed in each type vary and are allowed only if they comply with all of the requirements of this ordinance. Deviation from any standard requires approval of a land use permit from the City Council. For purposes of ~~the~~ this section, ~~Virtual Home Office~~ *Virtual Home Office* means a single computer and related accessories dedicated to business use.

1. In Type A home occupations, resident(s) use their home as a Virtual Home Office only. Employees, clients, or customers are prohibited from coming to the residence. Examples include writers, consultants and graphic designers.
2. In Type B home occupations, resident(s) use their home for work, home office, sales, deliveries, or business mailing address ~~which~~ that ~~requires or~~ results in one (1) additional employee, consultant, agent, subcontractor, customer, or delivery personnel coming to the residence. Type B home occupations are also required for any activity that involves the physical production or creation of a product at subject residential property. Examples are counseling, production of cottage food items and merchandise such as shirts, candles, crafts and any other physical items assembled at the residential location, tutoring, and certain office uses. Type B home occupations must obtain a land use permit from the Mayor and City Council. ~~due to their greater possible impact on the surrounding neighborhood as a result of individuals and visitors from outside the neighborhood coming to the property.~~

C. *General Provisions and Prohibited Uses.* All home occupations shall meet the following:

1. A home occupation shall be incidental and accessory to the use of a dwelling as a residence. No more than 750 square feet or 25% of the floor space of the principle building ~~dwelling unit~~, whichever is less (including attached garages), may be used for the occupation.
2. There shall be no exterior evidence of the home occupation or alteration of the residence and/or accessory buildings to accommodate the home occupation. Internal or external changes ~~which~~ that will make the dwelling appear less residential in nature or function are prohibited. Examples of such prohibited alterations include construction of parking lots, paving of required setbacks, or adding commercial-like exterior lighting. Any alteration or addition which expands the floor area of the principal structure dedicated to the home occupation use shall void the existing business license and require a new business license be obtained, subject to property compliance verification by the Planning and Zoning Department.
3. There shall be no outside operations or exterior storage of inventory or materials to be used in conjunction with a home occupation.

4. ~~Off-site employees of the resident shall not congregate on the premises for any purpose concerning the home occupation nor park their personal vehicles at the location.~~ Personal vehicles of off-site employees shall be parked only in off-street parking spaces expressly designated for the home occupation.

5. No article, product, or service used or sold in connection with such activity shall be other than those ~~normally found on the premises.~~ consistent with the established residential use of the premises.

6. No more than 1 vehicle associated with the home occupation may be parked at the site. Such vehicle is limited to 1½-ton carrying capacity and must be used exclusively by the resident and parked on a valid improved surface.

7. No use or activity may create a nuisance, including but not limited to, noise, dust, glare, vibration, smoke, smell, electrical interference or any fire hazard.

8. All home occupations shall be subject to periodic inspections by the Business License Department or Code Enforcement.

9. Any type of repair or assembly of vehicles or equipment with internal combustion engines (such as autos, motorcycles, marine engines, lawnmowers, chain saws and other small engines) or of large appliances (such as washing machines, dryers, and refrigerators) or any other work related to automobiles and their parts is prohibited.

10. Group instruction, assembly, or activity shall be prohibited.

11. Accessory home occupations may not serve as headquarters or dispatch centers where employees come to the site and are dispatched to other locations.

12. ~~Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.~~

13. ~~The Business License Department must approve all business licenses which shall be recertified annually.~~

D. *Specific Criteria for Type A Home Occupations.* In addition to the general criteria established in Subsection C., Type A home occupations are subject to the following restrictions:

1. No clients, non-resident employees, or customers are allowed on the premises.

2. No signage regarding the home occupation is permitted on the property.

3. No advertisement shall be placed in any media (including flyers soliciting business) containing the address of the property.

4. No more than one Type A home occupation per dwelling is permitted.

5. Type A home occupation applications shall be submitted to the Business License Manager for approval. The denial of an application by the Business License Manager may appeal to the Mayor and City Council.

E. *Specific Criteria for Type B Home Occupations.* In addition to the general criteria established in Subsection C., Type B home occupations are subject to the following restrictions:

1. A Land Use Permit must be obtained through approval from Mayor and City Council following a public hearing, which shall follow the same procedures and fees set forth in Chapter 10 of the UDC and be advertised in the same manner as applications for rezoning, and that public hearing will be held thereon in the same manner as applications for rezoning are so conducted. City Council shall consider the desires of the immediate neighborhood, the nature of the proposed business, the availability of parking, traffic generation, and any other issue that may detract from the residential character of the area and property values.
2. No more than one Type B home occupation per dwelling is permitted.
3. Uses that may be permitted as Type B home occupations include those in which only the occupants of the dwelling and 1 additional employee or consultant or agent or subcontractor shall be authorized to work on the premises. Visitation by clients in conjunction with a home occupation shall be limited to 2 per week; provided however, that the following exception is made for purposes of meeting overriding public goals of education:

   Tutoring or the instruction of music, dance, arts and crafts and similar subjects, limited to 2 students in home at 1 time.
4. The following uses are specifically prohibited as Type B home occupations (list not all-inclusive): auto sales or auto repair; restaurants; ~~or~~ any preparation of food or drink not permitted under the cottage food operator provisions as outlined in sections 1.09.02 and 2.01.03 the Unified Development Code; animal hospitals; veterinary clinics; kennels or the keeping of animals; funeral homes; retail or wholesale shops; personal service establishments; or special events facilities; ~~lodging services;~~ or ~~day care~~.
5. Customers may visit the site only between the hours of 8:00 a.m. and 8:00 p.m.
6. In no event shall the Mayor and City Council grant a land use permit for a period in excess of 24 months; upon expiration of the initial term, continued operation as a Type B home occupation shall require formal renewal of the permit. ~~except on re-application, re-advertisement, and public hearing.~~
7. In addition to the approval of a land use permit, the Business License Department must approve all business licenses associated with the business which shall be recertified annually.

F. *Renewals of Home Occupation uses.*

1. Planning and Zoning Administrator will have administrative authority to approve the renewal of Type B home occupation previously approved through the Land Use Permit process under the prescribed conditions:
   a. No nuisance was created during the initial approval period under the Land Use Permit approved by the Mayor and City Council.
   b. The business ownership, corporate structure, and the service or product offered have not expanded or changed in scope beyond what was originally issued under the Land Use Permit approved by the Mayor and City Council.

2. In no event shall the Planning and Zoning Administrator grant an administrative renewal for a previously approved land use permit in excess of 24 months.
3. In the event that the conditions for administrative renewal are not satisfied, the applicant shall have the right to appeal the decision to the Mayor and City Council in accordance with the procedures outlined in Section 10.05.00 of the Unified Development Code.

G. Standards for decision. The Mayor and City Council shall consider, at a minimum, the following in its determination of whether or not to grant a land use permit:

1. Safety, health, welfare, and moral concerns involving the surrounding neighborhood;
2. Parking and traffic considerations;
3. Number of nonrelated employees;
4. Number of commercial and business deliveries;
5. The city's general presumption that residential neighborhoods should not allow non-compatible business uses;
6. Compatibility of the business use to the neighborhood;
7. Hours of operation;
8. Existing business uses in the vicinity;
9. Effect on property values of surrounding property;
10. Circumstances surrounding neighborhood complaints;
11. Intensity of the proposed business use; and
12. Location of use within the neighborhood.

H. A land use permit is a privilege permit and may be revoked by the Mayor and City Council following notice and hearing should the use be deemed to be a nuisance or create a safety hazard.

I. A land use permit does not guarantee that the proposed use by the applicant complies with homeowners associations' declarations and covenants or lease agreements. Said covenants or lease agreements may contain additional provisions that limit the applicant's ability to operate a home occupation. It shall be the sole duty of the applicant to determine whether said declaration or agreements allow a home occupation. This section is not intended to interfere with any contractual provision contained in said covenants or agreements.

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

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of _____ 2025.

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW:

_____
Derek Easterling, Mayor

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
December 3, 2025
6:30 PM

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1. Call to Order / Roll Call

Chairman Bodenhamer called the meeting to order at 6:31 p.m.
Roll Call: Trey Bodenhamer, Todd Vande Zande, Phillip Jackson, Rebecca Patterson
Absent: Carolyn Greenall
Staff Present: Darryl Simmons (Planning & Zoning Administrator), Chanelle Campbell (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present:John Campbell (Project Manager)

2. Announcements

A. All interested parties may attend the meeting at the City Hall Council Chambers. For those unable to attend in person, the meeting may be accessed using the following link: https://www.kennesaw-ga.gov/publicmeetings/. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.

B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: https://arcg.is/1q1ubX0.

C. New business items on this agenda will be heard by the Mayor and Council on December 15, 2025.

3. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: October 1, 2025

Chairman Bodenhamer called for a motion.
Motion to approve by Vice Chair Vande Zande
Seconded by Commissioner Jackson
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

4. New Business

A. **MISC2025-07** - Consideration for approval of a text amendment request as submitted by the City of Kennesaw. Said request is to amend the Unified Development Code, Appendix A, "Unified Development Code" Section

4.04.05, "Standards for Home Occupations" of said chapter as submitted by the City of Kennesaw.

Commissioner Patterson arrived at 6:35 p.m.
Chairman Bodenhamer called for a motion.
Motion to approve by Commissioner Jackson
Seconded by Vice Chair Vande Zande
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

B. **PP2025-02** - Consideration for approval of a preliminary plat as submitted by David Harris located at 0 Ridenour Blvd (Parcel ID: 20021100120) for the development of seven (7) townhomes to the existing Touchstone at Ridenour. The property is located on 0.45 +/- acres, and lies in land lot 211, tax parcel 12.

Chairman Bodenhamer called for a motion.
Motion to approve by Commissioner Trim
Seconded by Commissioner Patterson
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

5. Staff Comment

6. Adjourn

Chairman Bodenhamer called for a motion to adjourn.
Motion to adjourn by Commissioner Jackson
Seconded by Vice Chair Vande Zande
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

8001 Juvenile/Youth/Family

gia, which is located at 32 Waddell Street, Marietta, Cobb County, Georgia 30090, during regular business hours, Monday through Friday, 8:00 a.m. until 5:00 p.m., exclusive of holidays. A free copy shall be available to you. Upon request to the clerk, the copy will be mailed to you. The child is in the present temporary custody of the department of family and children services of Cobb County, Georgia.
The general nature of the allegation is that the child is without a parent or other legal custodian to provide proper care for the child's direct daily shelter, supervision, and all other necessities arising in part from parental misconduct, unfitness, and/or inability.
YOU ARE FURTHER NOTIFIED that while responsive pleadings are not mandatory they are permissible and you are encouraged to file with the clerk of this court and serve upon petitioner's attorney, Sanders Deen, 3600 Dallas Highway, Suite 230, #108, Marietta, Georgia 30064272 Washington Avenue, Marietta, Georgia 30060, an answer or other responsive pleading within sixty (60) days of the date of the order for service by publication. All concerned parties are informed that they are entitled to have an attorney represent them and if a party requests appointed counsel and qualifies for such appointment, then the court will appoint counsel at no cost if the party is unable, without financial hardship, to employ counsel.
Witness the Honorable Kareem West, Judge of said court.
This 30th day of October 2025.
JOYCE E. HOLMON, CLERK
JUVENILE COURT
OF COBB COUNTY
11:7,14,21,28-2025

8003 Public Hearing

MDJ-8002
GPN-16
NOTICE OF PUBLIC HEARING
City of Powder Springs
ANNEXATION, REZONING AND SPECIAL USE
To consider a Rezoning Request, Annexation and Special Use. Petition to annex a 5.763-acre tract. To rezone 1.26 acres from R20 (county) to LI (city), and the other 4.5 acres will remain HI (county) to HI (city). Also, to consider the Special Use to allow storage of disabled and impounded vehicles on site. The property is located at 3980 Sanders Rd within land lot 911, of the 19th district, 2nd section, Cobb County Georgia. PIN: 19091100040. The application will be considered by the Planning and Zoning Commission at its work session on Thursday, November 13th, 2025 at 7:00 pm and its public hearing on Monday, November 24th, 2025 at 7:00 pm and by the Mayor and Council at its work session on Wednesday, November 26th, 2025 at 5:00 pm and its public hearing on Monday, December 1st, 2025 at 7:00 pm. All meetings will be held at City Hall located at 4483 Pineview Dr, Powder Springs GA 30127. If applicable, Zoom links will be available at
www.powdersprings ga.gov.
Anyone who desires to speak at a public hearing is required to disclose campaign contributions to the Community Development Department 5 days prior to the hearing and to sign in 20 minutes prior to the scheduled public hearing at city hall.
11:14-2025

MDJ-8047
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE
Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend Appendix A "Unified Development Code" CHAPTER 4, Section 4.04.05 "Standards for Home Occupations". A copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8 a.m. to 5 p.m. for public viewing.
Said meeting shall be held before the Planning Commission on December 3, 2025, at 6:30 p.m. and the Mayor and Council will hold a public hearing on December 15, 2025, at 6:30 p.m. both meetings to be held at 2529 J. O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative hereto.
Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: **https://www.kennesaw-ga.gov/publicmeetings/**
11:14-2025

8004 Public Sales/Auctions

MDJ-7832
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 **NOVEMBER 24TH 2025 @ 1:30pm.** Alpha Omega Stor-All reserves the right to exclude any item for such sale and reject any bids.
205 ROY DANIEL
HOUSEHOLD GOODS
278 VONDA TATE
HOUSEHOLD GOODS
308 REBEKAH SIMPSON
HOUSEHOLD GOODS
354 DERICK CLEAVES
HOUSEHOLD GOODS
709 GRACE BLAND
HOUSEHOLD GOODS
710 GRACE BLAND
HOUSEHOLD GOODS
821 MAXINE BROWN
HOUSEHOLD GOODS
1003 CAVEL MURPHY-BROWN
HOUSEHOLD GOODS
1101 VALERIA KING
HOUSEHOLD GOODS
1104 MARY COLDREN
HOUSEHOLD GOODS
1112 JOHN EIDSON
HOUSEHOLD GOODS
1128 TIFFANY THURMOND
HOUSEHOLD GOODS
1132 CHARLES BROWN
HOUSEHOLD GOODS
1139 TIFFANY THURMOND
HOUSEHOLD GOODS
11:7,14-2025

8007 Clerk of Superior Court

MDJ-8040
GPN-14
IN THE SUPERIOR COURT
OF COBB COUNTY
STATE OF GEORGIA
Petitioner: Shannan Mason
and
Respondent: Timothy Doherty
To: Timothy Doherty
171 West Station Drive
Kennesaw, GA 30144
Civil Action File No.: 25CV06283
NOTICE OF PUBLICATION
By Order of Publication dated the 10th day of November, 2025, you are hereby notified that on the 18th day of August, 2025, Shannan Mason filed suit against you for Contempt of Court
You are required to file with the Clerk of Superior Court, and to serve upon the petitioner, Shannan Mason an answer in writing within sixty (60) days of the date of the Order of Publication.
WITNESS, the Honorable
Angela Brown
Judge of this Superior Court
This 10th day of November, 2025
DEPUTY CLERK,
Superior Court of Cobb County
Shannan Mason
518 Brown Farm Rd.
Cartersville, GA 30120
11:14,21,28; 12:5-2025

8011 State Court

MDJ-7861
GPN-14
IN THE STATE COURT OF
COBB COUNTY
STATE OF GEORGIA
JANEE ROSS
Plaintiff,
V.
PROPERTY INSPECTORS OF ATLANTA, LLC and LENNOX MASSAY,
Defendant.
TO: LENNOX MASSAY
Civil Action No. 24-A-4574-4
NOTICE OF PUBLICATION
By Order for service by publication dated the 29th day of October 2025, you are hereby notified that on the 8th day of March, 2023, the above named plaintiff filed suit against you for Judgment. You are required to file with the Clerk of the State Court and serve upon plaintiff's attorney or plaintiff at the following address and email address:
Peter F. Schoenthaler, Esq.
Suite 230, 6400 Powers Ferry Road, NW
Atlanta, GA 30339
pfs@schoenthalerlaw.com
a written answer within 60 days of the date of the publication order.
Witness the Honorable, Jane P. Manning, Judge of this State Court.
This 29th day of October, 2025.
Tahnicia Phillips, Clerk State Court
Cobb County, Georgia
11:7,14,21,28-2025

MDJ-7871
GPN-14
IN THE STATE COURT OF
COBB COUNTY
STATE OF GEORGIA
DIVERSITAS HOLDINGS, LLC
Plaintiff,
V.
SHAW AND JONES ASSOCIATES LLC, TAJ ASSOCIATES LLC, MALIKA SHAW AND TIMOTHY JONES,
Defendant.
Civil Action No. 24-A-5713-6
TO: TIMOTHY JONES
NOTICE OF PUBLICATION
By Order for service by publication dated the 18th day of September 2025, you are hereby notified that on the 22nd day of November, 2024, the above named plaintiff filed suit against you for Judgment.
You are required to file with the Clerk of the State Court and serve upon plaintiff's attorney or plaintiff at the following address and email address:
Rohan Rupani
P.O. Box 54697
Atlanta, GA 30308
rrupani@replevin.com
a written answer within 60 days of the date of the publication order.
Witness the Honorable, Diana M. Simmons, Judge of this State Court.
This 30th day of October, 2025.
Tahnicia Phillips, Clerk State Court
Cobb County, Georgia
11:7,14,21,28-2025

MDJ-7994
GPN-14
IN THE STATE COURT OF
COBB COUNTY
STATE OF GEORGIA
WB HOLDINGS - HILDERBRAND, LLC,
a Georgia limited liability company,
Plaintiff,
V.
FIRST T & S ENTERPRISES, LLC, a Georgia limited liability company, and TARRYN RUTHERFORD, an individual, and SYRONE COLLINS, an individual,
Defendant.
TO: TARRYN RUTHERFORD
Civil Action No. 23-A-5424-5
NOTICE OF PUBLICATION
By Order for service by publication dated the 28th day of October 2025, you are hereby notified that on the 4th day of December 2023, the above-named plaintiff filed suit against you for a Judgment.
You are required to file with the Clerk of the State Court and serve upon plaintiff's attorney or plaintiff at the following address and email address:
S. NATHANIEL DE VEAUX
SUITE 800
5555 GLENRIDGE CONNECTOR
Atlanta, Ga 30342
ndeveaux@rhphllp.com
a written answer within 60 days of the date of the publication order.
Witness the Honorable, Eric A. Brewton, Judge of this State Court.
This 5th day of November 2025.
Tahnicia Phillips, Clerk State Court
Cobb County, Georgia
11:14,21,28; 12:5-2025

8020 Service/Construction Bids

MDJ-7473
GPN-5
City of Acworth
Invitation for Bid Number 2025-06
Sealed bids will be accepted at the City of Acworth, Office of the City Clerk, located at 4415 Center Street, Acworth, GA, 30101, no later than 2:30 p.m., on Tuesday, November 18, 2025, at which time said sealed bids will be publicly opened and read aloud. Bids are being received for the:
Citywide HVAC Systems, Preventative, Annual, and Emergency Maintenance Contract
All bidders must comply with all general and special instructions. All information pertaining to bid number, bid description, bidder and opening date must be listed on the sealed envelope.
All sealed bids must be delivered to the address listed above no later than the time and date indicated. The City of Acworth reserves the right to waive any or all informalities, accept or reject any or all bids, to re-advertise and award in the best interest of the City.
For additional information, contact. Ryan Lopez at (770) 917 -1234. Refer to RFQ Number 2025-06. Request for bidder information packets may be made at the Acworth Community Center located at 4415 Cherokee Street, Acworth, GA, 30101, Monday through Friday, 8 a.m. to 5 p.m., by calling at the above number or by emailing a request to: **ajordanfox@acworth-ga.gov**.
10:24,31; 11:7,14-2025

MDJ-7584
GPN-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 November 20, 2025**, for furnishing all labor, material, equipment and other things necessary for the complete construction of:
Project No./Project Name: Resurfacing Contract 2026-3 Local Roads (South) / B2925
Project Description: Project consists of asphaltic resurfacing on various county streets, including variable depth milling, patching, and pavement markings.
Project Duration: All roads to be completed by October 31, 2026
Prebid Conference Date / November 12, 2025
Time / Location: 9:30 a.m., Cobb County DOT / Teleconference
Bid Opening Date / November 20, 2025
Time / Location: 2:00 p.m.,
Cobb County Procurement Services
1828 West Oak Parkway
Marietta, Georgia, 30062
Bid Document Cost: Can be purchased through Bid Express at www.bidexpress.com
ALL NEW PROSPECTIVE BIDDERS ARE STRONGLY ENCOURAGED TO PRE-REGISTER WITH COBB COUNTY FINANCE PRIOR TO BID CLOSING.
The Complete Advertisement for Bids may be found at
https://www.cobbcounty.gov/transportation/current-bids-rfps and
https://www.cobbcounty.gov/procurement-services/bidding-opportunities
Contractor must meet the current bid requirements of the Georgia Department of Transportation.
Contractor and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act."
Cobb County will affirmatively comply with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination Act(s).
Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation in all DOT contracts is encouraged.
The Cobb County Board of Commissioners reserves the right to reject all Bids and waive any formalities.
10:24,31; 11:7,14-2025

MDJ-7672
GPN-05
COBB COUNTY-MARIETTA WATER AUTHORITY
Acworth, Georgia
HUGH A. WYCKOFF GENERATOR ELECTRICAL BUILDING HVAC REPLACEMENT
Client Project No. 505-9000-30-25-3025
ADVERTISEMENT FOR BIDS
Sealed bids for **HUGH A. WYCKOFF GENERATOR ELECTRICAL BUILDING HVAC REPLACEMENT**, will be received at the **Cobb County-Marietta Water Authority - GMO Administration and Engineering Offices** located at **1170 Atlanta Industrial Drive, Marietta, Ga. 30066**, until **2 PM** on **Tuesday, December 2, 2025**, at which time the bids shall be publicly opened and read aloud.
A **Mandatory** Pre-Bid Conference will be held on **Tuesday, November 18 at 10 AM** at the Hugh A. Wyckoff Water Treatment Plant, **3728 Mars Hill Road, Acworth, GA 30101**. Each bidder shall be limited to three personnel per organization.
The Project consists of replacing the existing HVAC units with computer-room air-conditioning (CRAC) systems at the main switchgear and generator building located at Cobb County-Marietta Water Authority's(CCMWA) Hugh. A Wyckoff Water Treatment Plant. This building houses the plant electrical switchgear and automatic transfer switches for the facilitys three emergency generators. The scope will include, but is not limited to, the following major elements:
Removing existing indoor and outdoor air conditioning units, associated refrigerant and condensate lines.
Removing and salvaging existing lineset covers for reinstallation.
Installing new indoor and outdoor air conditioning units as shown on the plans.
Installing new refrigerant lines and condensate lines in accordance with the existing routing.
Coating new refrigerant and condensate linesets with PVC-coated insulation.
Removing and replacing existing air handler and condenser circuits with new XHHW-2 wiring.
Removing and salvaging existing conduit for repulling with new XHHW-2 wiring.
Removing and replacing existing disconnect switches with 60A/3P disconnect switches, as shown on the plans.
Installing new I/O connections to integrate additional data points into the existing SCADA system.
Bids will be received for a single prime contract. Sealed bids shall be prepared as indicated in the Bid Form. Hard copy documents can be examined at the office of the Engineer, Garver, 1100 Circle 75 Pkwy SE, Suite 800, Atlanta, GA 30339. To obtain digital copies of Bid Documents, the contractor must submit a written request to the Engineer, Garver, and copy the Owner, CCMWA for bid receival. All questions about the bid process, plans or specifications must be submitted in writing to the Engineer, Garver, while copying both the Owner, CCMWA Project Manager and Procurement Coordinator at **procurement@ccmwa.org** by **Friday, November 21 at 2 PM**. Addendums to the bid package will be issued via email to those listed on the bidders list and through the main procurement portal, Georgia Procurement Registry (GPR) on **Monday, November 24**. For those who may not have access to the GPR, addendums will be issued through the Beacon Bid website under the "Solicitations" section and the project title and will be provided as attachments. Although Procurement will take effort to send any addendum to known bidders, it is the bidders ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. Bidders must enter the addenda numbers in Article 3.01 of the Bid Form to verify receipt.
Bidders are required to complete Document 00 45 13, Qualification Statement, included within these specifications, and submit with the bid.
Bids shall be accompanied by a cashiers or certified check upon a national or state bank in an amount of five percent (5%) of the total maximum bid price payable without recourse to the Owner, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within fifteen (15) days after notice of award of Contract to him. Such bid guarantee shall be made payable to **COBB COUNTY-MARIETTA WATER AUTHORITY**.
After award, the successful bidder must furnish performance and payment bonds upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of **Georgia** to act as surety, or other surety or sureties acceptable to the Owner.
Bids must remain in effect for **60** days after the bid opening date. Within **60** days from the bid date, the Owner may award the contract to the lowest responsive, responsible bidder or reject any or all bids for the project.
The **COBB COUNTY-MARIETTA WATER AUTHORITY** reserves the right to reject any or all bids, to waive irregularities in the bids and bidding deemed to be in the best interests of the **COBB COUNTY-MARIETTA WATER AUTHORITY**, and to reject nonconforming, nonresponsive, or conditional bids.
Owner: COBB COUNTY-MARIETTA WATER AUTHORITY
By: Cole Blackwell
Title: General Manager
Date: October 31, 2025
10:31;11:14-2025

MDJ-7906
GPN-5
Invitation to Quote
PC equipment refresh
Cobb-Marietta Coliseum & Exhibit Hall Authority is accepting quotes for new PC hardware. interested parties should contact Nick Vermillion at **NVermillion@cobbgalleria.com** for RFQ information.
11:7,14-2025

MDJ-8016
GPN-5
Advertisement for Request for Proposals
Cobb County will receive sealed proposals before **12:00 noon (local time), December 11, 2025,** through the County's eProcurement Portal at (https://procurement.opengov.com/portal/cobbcoga),
No proposals will be accepted after the 12:00 noon deadline.
Program No. C0179
Request for Proposals
FY26 Collection System Flow Monitoring Services
Cobb County Water System
To access the full text for this solicitation, visit the Cobb County Procurement Services' Web Portal for Sealed Bids/Proposals at **https://procurement.opengov.com/portal/cobbcoga**. The Cobb County Procurement Services uses an e-procurement system for electronic solicitation through OpenGov. The solicitation, Request for Proposals package and addenda are available on OpenGov website. Users must register to access the documents. There is a no charge option available.
11:14,21,28; 12:5-2025

MDJ-8022
GPN-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 December 11, 2025,** for furnishing all labor, material, equipment and other things necessary for the complete construction of:
Project No./Project Name: B2926/Resurfacing Contract 2026-4 Countywide Major Throughfares (LMIG)
Project Description: Project consists of asphaltic resurfacing on various county streets, including variable depth milling, patching and pavement markings.
Project Duration: All roads to be completed by October 31, 2026.
Prebid Conference Date / December 2, 2025
Time / Location: 10:00 a.m., Cobb County DOT / Virtual Teleconference
Bid Opening Date / December 11, 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:
ALL NEW PROSPECTIVE BIDDERS ARE STRONGLY ENCOURAGED TO PRE-REGISTER WITH COBB COUNTY FINANCE PRIOR TO BID CLOSING.
The Complete Advertisement for Bids may be found at
https://www.cobbcounty.org/transportation/projects/bids-and-rfps and
https://www.cobbcounty.org/procurement-services/bidding-opportunities
Contractor must meet the current bid requirements of the Georgia Department of Transportation.
Contractor and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act."
Cobb County will affirmatively comply with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination Act(s).
Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation in all DOT contracts is encouraged.
The Cobb County Board of Commissioners reserves the right to reject all Bids and waive any formalities.
11:14,21,28; 12:5-2025

8025 Debtors and Creditors

MDJ7611
GPN07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of Mary Alice Hardiman, late of Cobb County, deceased, are hereby notified to render in their demands to Joseph Monroe Hardiman, Charles Alfred Hardiman and Ernest Lee Hardiman, Co-Executors, according to law, and all persons indebted to said estate are required to make immediate payment to Joseph Monroe Hardiman, Charles Alfred Hardiman and Ernest Lee Hardiman, Co-Executors.
This 22nd day of October 2025.
Joseph Monroe Hardiman,
Charles Alfred Hardiman
and Ernest Lee Hardiman,
Co-Executors,
c/o Ana Marcela Rountree, Esq.,
Rountree Law Firm,
27 Courthouse Square,
Dallas, GA 30132.
10:24,31; 11:7,14

MDJ-7475
GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **Homa Robabah Kazemini Payrovi** 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 24 day of October 2025
Mojgan Zavareh
Executor/Administrator
6800 Vista Del Norte, #1712
Albuquerque, New Mexico 87113
10:24,31; 11:7,14-2025

MDJ-7480
GPN-7
Notice to Debtors and Creditors
All creditors of the estate of **John Wayne Yeomans** 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 15th day of October, 2025
Name: Precious R. Marsh
Title: Attorney for Executor,
Jennifer Rebecca Yeomans
Address: 331 N Marietta Parkway, NE, Marietta, GA 30060
10:24,31; 11:7,14-2025

MDJ-7483
GPN-7
Notice to Debtors and Creditors
All creditors of the estate of **Ceslaus Woronko a/k/a Chester Woronko** 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 15th day of October, 2025
Name: Steven Woronko a/k/a
Steve Woronko
Title: Executor
Address: 1852 Glenhill Pl,
Decatur, GA 30032
10:24,31; 11:7,14-2025

MDJ-7486
GPN-07
Notice to Debtors and Creditors
All creditors of the estate of **Jane L. Marshall** 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 15th day of October, 2025
Joseph P. Marshall and
Susan Jane MacMillan
(aka) Marshall
Executors
3165 Weston Place,
Atlanta, GA 30327
10:24,31;11:7,14-2025

MDJ-7494
GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **Cesare James Petrizio**, 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 17th day of October, 2025.
Ann Marie Lozier
Executor/Administrator
506 Roswell Street, Suite 210
Marietta, GA 30060
10:24,31; 11:7,14-2025

MDJ-7519
GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the Estate of **BETTY CLARK ASKEA**, 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 16th day October, 2025.
/s/ H. Brian Sams
Ga. Bar No. 624112
Attorney for the Estate
2809 Lassiter Road, Suite 100
Marietta, Georgia 30062
(770) 552-4727
10:24,31; 11:7,14-2025

MDJ-7520
GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the Estate of **ROBERT SCOTT BRYAN**, 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 16th day October, 2025.
/s/ H. Brian Sams
Ga. Bar No. 624112
Attorney for the Estate
2809 Lassiter Road, Suite 100
Marietta, Georgia 30062
(770) 552-4727
10:24,31; 11:7,14-2025

MDJ7527
gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **GLENDA H. MURRAY** , late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned accordingly to law, and all persons indebted to said estate are required to make immediate payment.
This 20 day of October, 2025.
RANCE EDWARD MURRAY and
GREGORY ALAN BLACKWELL
C/O Amanda M. Riedling
192 Church St. NE
Marietta, GA 30060
10:24,31; 11:7,14

MDJ-7532
GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **MARTHA K. HOLLOWAY**, 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 17th day of October, 2025.
Cecil W. Holloway, Junior
Executor/Administrator
C/O Loretta A. Smith, Esq.,
3855 Oakview Drive, Suite 105
Powder Springs, Georgia 30127
10:24,31; 11:7,14-2025

MDJ-7533
GPN-7
Notice to Debtors and Creditors
All creditors of the estate of **Oliden Williams** 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 17th day of October, 2025
Name: Michelle Yvette Williams
Title: Administrator
Address: 11905 Hutcheson Ferry Road
Palmetto, GA 30268
10:24,31; 11:7,14-2025

MDJ-7534
GPN-7
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **Robert Donald Axt**, 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.
October 17, 2025
Carolyn Ball Axt, Executor
c/o William A. Turner, Esq.
Cohen Pollock Merlin Turner, P.C.
3350 Riverwood Parkway, Suite 1600
Atlanta, Georgia 30339
10:24,31; 11:7,14-2025

MDJ7536
gpn07
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **Timothy Joseph Keiley**, 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.
Dated this 20th day of October, 2025.
Margaret Walsh Keiley, Executor
James W. Hass, Jr., Esq.
Lefkoff, Duncan, Grimes, McSwain, Hass & Hanley, P.C.
3715 Northside Parkway
Building 300, Suite 600
Atlanta, Georgia 30327
(404) 262-2000
10:24,31; 11:7,14,2025

MDJ-7547
GPN-7
NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of **CHARLENE VIRGINIA CHASTAIN WALDROOP** 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.
This the 24 day of October 2025
MICKEY WALDROOP
EXECUTOR UNDER WILL
OF CHARLENE VIRGINIA CHASTAIN WALDROOP
J. FRED IVESTER, ATTORNEY
1184 LARSON LANE, SW
MARIETTA, GA 30064
678 320-8147
10:24,31; 11:7,14-2025

MDJ7550
gpn07
Notice to Debtors and Creditors
All creditors of the estate of **Janie Latham Walerk** 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 20th day of October, 2025
Name: Regina Walker Isaacs f/k/a Regina Susan Walker Long
Title: Executor
Address: 4011 Chapel Grove Drive, Marietta, GA 30062
10:24,31; 11:7,14

MDJ7551
gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **Thomas William Duncanson**, deceased, late of Cobb County, are hereby notified to render in their demands to the undersigned accordingly to law, and all persons indebted to said estate are required to make immediate payment.
This 20 day of October, 2025.
Jody Glude
490 Hembree Road
Roswell, GA 30076
10:24,31; 11:7,14,2025

MDJ-7606
GPN-7
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF COBB
IN RE: THE ESTATE OF RUDI LYLE EASTERLING
All creditors of the estate of **RUDI LYLE EASTERLING**, 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 payments to the undersigned.
This 21 st day of October, 2025
Christina D. Easterling
Executor
4510 Highland Plains Court
Marietta GA 30066
10:24,31; 11:7,14-2025

MDJ7610
gpn07
NOTICE TO DEBTORS AND CREDITORS COUNTY OF COBB
All creditors of the estate of **Mark Dennis Breen**, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned accordingly to law, and all persons indebted to said estate are required to make immediate payment. This 21 day of October, 2025.
Vikki Sue Breen
1300 Ridenour BLVD, Suite 100
Kennesaw, GA 30152
10:24,31; 11:7,14,2025

MDJ7612
gpn07
GEORGIA, COBB COUNTY
NOTICE TO DEBTORS AND CREDITORS
All creditors of the ESTATE OF **JENNIFER SPARKS WOLCOTT** late of Cobb County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said Estate are required to make immediate payments.
Date: 10.14.2025
CHRISTOPHER D. WOLCOTT, EXECUTOR
ESTATE OF JENNIFER SPARKS WOLCOTT
3001 Greenwood Trail, SE
Marietta, Georgia 30067
10:24,31; 11:7,14,2025

MDJ7614
gpn07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **Paul Vincent Orlando** , 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 21st day of October, 2025
Christopher Orlando
848 HIRAM
ACWORTH HWY
BLDG 100
HIRAM, GA 30141
10:24,31;11:7,2025

MDJ-7642
GPN-07
Notice to Debtors and Creditors
All creditors of the estate of **Serena Slezak Dykes** 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 31st day of October, 2025
Name: Joshua Buffa, Esq.
Title: Attorney for Executor
Address: 1100 Peachtree Street NE, Suite 690, Atlanta, GA 30309
10:31;11:7,14,21-2025

MDJ-7643
GPN-07
Notice to Debtors and Creditors
All creditors of the estate of **Doris B. Lohr** 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 21st day of October, 2025
Name: Dennis Mark Lohr
Title: Executor
Address: 120 Platinum Drive, Lexington, SC 29072
10:31;11:7,14,21-2025

MDJ-7644
GPN-07
Notice to Debtors and Creditors
All creditors of the estate of **John Edward Lyford** 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 22nd day of October, 2025
Name: Thomas Hamby
Title: Administrator
Address: c/o Ryan K. Patrick,Smith, Tumlin, McCurley & Patrick, P.C., 94 Church Street NE, Marietta, GA 30060
10:31;11:7,14,21-2025

MDJ-7645
GPN-07
Notice to Debtors and Creditors
All creditors of the estate of **Violet N. Sorenson**, 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 23rd day of October, 2025
Name: Chloe W. Scheffler
Title: Administrator
Address: 900 Circle 75 Parkway, Ste. 800, Atlanta, GA 30339
10:31;11:7,14,21-2025

MDJ-7646
GPN-07
Notice to Debtors and Creditors
All creditors of the estate of **Ramona Elizabeth Clark a/k/a Ramona Elizabeth Tumlin** 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 23rd day of October, 2025
Name: Louis Lynn Wendel
Title: Executor
Address: 400 Mark Lane SE, Smyrna, GA 30082
10:31;11:7,14,21-2025

MDJ-7648
GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB
All creditors of the estate of **Barbara M. 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 22nd day of October, 2025
Anthony Smith
Executor/Administrator
1300 Ridenour Blvd. Suite 100
Kennesaw, GA 30152
10:31;11:7,14,21-2025

MDJ-7650
GPN-7
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of **Alice Bell Fraser**, 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 October, 2025
Margaret McKavitt, Executor of the Estate of Alice Bell Fraser
John C. Sawyer, Esq.
Taylor Duma LLP
1600 Parkwood Circle, Suite 200
Atlanta, Georgia 30339
(404) 640-5918
10:31; 11:7,14,21-2025

MDJ-7652
GPN-7
Notice to Debtors and Creditors
All creditors of the estate of **James W. McRae** 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 21st day of October, 2025
Name: Aribell McRae-Spencer
Title: Administrator
Address: 320 East Clayton Street, Suite 418, Athens, Georgia 30601
10:31; 11:7,14,21-2025

MDJ-7654
GPN-7
NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of **Gloria Joanne Laulusa**, 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 23 day of October, 2025.
Charles Bartley, Executor
Estate of Gloria Joanne Laulusa
6282 Sayre Drive
Dallas, GA 30157
770.362.6041
10:31; 11:7,14,21-2025

MDJ-7654
GPN-7
NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of **JUDY GRANGER WEST**, 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.
Christy Colwell, Executor
c/o Althea Caces, Esq.
240 Cherokee Street, Suite 301
Marietta, GA 30060
(770) 424-9141
**10:31;

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: December 8, 2025

TITLE: **Minutes: November 24, 2025 Work Session**
Approval of the November 24, 2025, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2025-11-24 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/
November 24, 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.

1. Invocation

2. Pledge of Allegiance

3. Call to Order

4. Announcements

5. Presentations

A. **Recognition of Appreciation: Sergeant Shawn Phillips**
Recognition of Appreciation for Kennesaw Police Department Sergeant Shawn Phillips presented by Allison Giddens.

This presentation will occur at the City Council regular meeting on Monday, December 1, 2025.

6. Old Business

7. New Business

A. **Resolution: November 4, 2025 - Election Results**
Consideration for approval of a Resolution ratifying the certified election results of the November 4, 2025, General Municipal Election for Council Posts 3, 4, and 5, as provided by Cobb County Board of Elections and Registration.

City Clerk Lea Alvarez presented a resolution to ratify the certified election results of the November 4, 2025, General Municipal Election for City Council Posts 3, 4, and 5, as provided by the Cobb County Board of Elections and Registration.

The certified results were as follows:

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City Council Post 3: Jonathon Bothers was elected with 2,146 votes. Donovan Giardina received 2,075 votes.
City Council Post 4: Incumbent Antonio Jones ran unopposed and received 3,702 votes.
City Council Post 5: Incumbent Anthony Gutierrez-Leon ran unopposed and received 3,776 votes.

A total of 21,842 voters were registered for this election, with 4,744 ballots cast, resulting in a 21.72% turnout.

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

B. **Resolution: Intergovernmental Agreement for Fire Dispatch Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Dispatch Services.

City Manager Jeff Drobney presented Items 7. B through 7. D concurrently, noting that the resolutions are part of the House Bill 489 process. The City of Kennesaw has five intergovernmental agreements (IGAs) requiring approval, and Items 7. B–7. D represent the first three. These agreements are already in place but have been updated to include new time extensions.Dr. Drobney provided clarification on the Cooperative Purchasing IGA, explaining that the agreement allows the City to “piggyback” onto existing county agreements or contracts for goods or services that have gone through the competitive bidding process.

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Councilmember Jones asked whether cooperative purchasing could be used for any item. Dr. Drobney responded that if Cobb County has an active cooperative purchasing agreement for a particular good or service, then the City may utilize it.

Dr. Drobney also referenced Agenda Item 9.A., noting that one of the remaining IGAs involves animal control services. Before that agreement can be presented, the City must adopt an updated ordinance that mirrors the County’s regulations so they can be enforced within the City of Kennesaw. The final IGA, pertaining to the maintenance of traffic signals, will be brought forward at a future meeting.

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

C. **Resolution: Intergovernmental Agreement for Fire Marshal Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Marshal services.

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

D. **Resolution: Intergovernmental Agreement for Cooperative Purchasing**
Consideration for approval of a Resolution authorizing the Mayor to sign an

Intergovernmental Agreement with Cobb County for Cooperative Purchasing.

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

8. Committee and Board Reports

9. Public Hearing(s)

A. **Ordinance: Chapter 10 Amendments**
Consideration for approval of an Ordinance to amend Chapter 10, entitled, "Animals" of the Code of Ordinances of the City of Kennesaw, Georgia.

Mayor Easterling reiterated that the purpose of the public hearing is to adopt an ordinance that aligns the City's animal control regulations with those of Cobb County.

Mayor Pro Tem Ferris noted that Cobb County had recently updated its ordinance and that the State had also revised its laws regarding animals, including prohibiting the sale of animals along the side of the road. He asked whether adopting this ordinance would bring the City into full compliance with both County and State requirements. Dr. Drobney confirmed that the proposed ordinance references the current County ordinance and that the City Attorney has reviewed it.

Councilmember Orochena asked about a reference in the ordinance to a County dog park. Since the provision does not apply to the City of Kennesaw, she asked whether the City could add language to address its own dog parks. Dr. Drobney explained that this is the County's ordinance and the City is adopting it essentially as written, substituting "Kennesaw" where appropriate. If a section references the County, it remains part of the ordinance as adopted.

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Mayor Pro Tem Ferris requested that Legal review the ordinance once more to ensure all references appropriately reflect the City before Monday.

Councilmember Orochena further clarified her concern, pointing to an exception in the County ordinance regarding restraints within a County dog park. She asked whether a similar exception should be added for Swift-Cantrell Park. Dr. Drobney stated that he did not believe additional references to Swift-Cantrell Park were necessary. However, he said staff would review the provision and advise the Council of any recommended changes before Monday.

10. Consent Agenda

A. **Minutes: November 17, 2025 Regular Meeting**
Approval of the November 17, 2025 City Council Regular Meeting Minutes**.**

11. General and Administrative

12. Public Safety

A. **Crime Stats: October 2025**
Consideration to accept the October 2025 crime statistics.

Police Chief Bill Westenberger presented the October 2025 crime statistics [See **Exhibit A].**

Councilmember Jones asked whether the reported kidnappings were civil matters, such as parental custody disputes. Chief Westenberger confirmed this and stated that the department has not encountered any stranger-to-stranger kidnappings.

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

16. Community Development

17. Public Comments

6:40 p.m. Floor Open for Public Comments

No comments.

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6:41 p.m. Floor Closed for Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney had no further updates and wished everyone a Happy Thanksgiving and safe travels.

19. Mayor's Report

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

20. Council Reports & Discussions

Mayor Pro Tem Ferris wished everyone a Happy Thanksgiving. Noting the violence occurring both nationally and globally, he encouraged everyone to reflect on how they might contribute to a more peaceful world.

Councilmember Gutierrez-Leon also extended Thanksgiving wishes and hoped everyone would enjoy a warm and safe holiday weekend.

Councilmember Orochena highlighted the market at the Pottery Studio at Ben Robertson Community Center over the weekend and congratulated Councilmember-elect Jon Bothers.

Councilmember Jones wished all a Happy Thanksgiving. He shared that his family would be traveling to Griffin and expressed his hope that everyone would enjoy the season. He also congratulated Jonathon Bothers on his election to City Council Post 3.

Councilmember Viars congratulated Mr. Bothers and expressed her enthusiasm for working with him starting in January. She also reminded everyone that some people may not have family or friends during the holidays and encouraged setting up an extra place at the table or volunteering at a local food bank.

21. Executive Session

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

22. Adjourn

Mayor Easterling adjourned the meeting at 6:45 p.m. The regular meeting will be held on Monday, December 1, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

_____

Lea Alvarez, City Clerk

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October 2025 Crime Statistics

Group A Crimes	Oct 2025	Oct 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	3 (-4)	7	42 (+3)	39
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+1)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	3 (+0)	3	28 (-3)	31
DRUG/ NARCOTICS OFFENSES	27 (+1)	26	302 (-2)	304
EMBEZZLEMENT	0 (-1)	1	3 (+0)	3
EXTORTION	0 (-2)	2	9 (-9)	18
FORGERY	4 (+0)	4	17 (-2)	19
FRAUD OFFENSES	33 (+22)	11	161 (+33)	128
HOMICIDE OFFENSES	0 (+0)	0	0 (-3)	3
INTIMIDATION	12 (+3)	9	104 (+47)	57
KIDNAPPING	0 (-4)	4	10 (-6)	16
LARCENY/ THEFT OFFENSES	17 (+6)	11	142 (+25)	117
MOTOR VEHICLE THEFT	3 (-1)	4	28 (+3)	25
PORNOGRAPHY OBSCENE MATERIAL	1 (+1)	0	3 (-5)	8
ROBBERY	1 (+0)	1	5 (+2)	3
SEX OFFENSES	1 (-4)	5	26 (-7)	33
SIMPLE ASSAULT	14 (-17)	31	138 (-53)	191
STOLEN PROPERTY OFFENSES	1 (-2)	3	12 (-7)	19
VANDALISM	4 (-5)	9	58 (-9)	67
WEAPONS LAW VIOLATIONS	6 (-3)	9	45 (+6)	39
Totals	**130**	**140**	**1134**	**1120**

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	Oct 2025	Oct 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	857 (+3)	854	7,728 (-3)	7,731
Self-Initiated Activity	1,492 (+214)	1,278	14,485 (+2,546)	11,939
Traffic Citations	708 (+115)	593	6,422 (+867)	5,555
Traffic Warnings*	880 (+248)	632	8,073 (+2,028)	6,045
Arrests**	79 (+20)	59	812 (+27)	785

	Oct 2025	Oct 2024	YTD 2025	YTD 2024
Auto Accidents	130 (-8)	138	1,064 (-15)	1079
Accident w/ Injury	8 (+0)	8	94 (+7)	87
Hit and Run	12 (-9)	21	130 (+8)	122
Hit and Run w/ Injury	1 (+1)	0	4 (-2)	6
Person Hit by Auto w/ Injury	1 (+1)	0	6 (+3)	3

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

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
11/24/2025
Public Comment Sign-in

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Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: December 8, 2025

TITLE: **Minutes: December 1, 2025 Regular Meeting**
Approval of the December 1, 2025, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2025-12-01 City Council 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/
December 1, 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.

1. Invocation

Mayor Easterling led the Invocation.

2. Pledge of Allegiance

Kennesaw Police Department Officer Kroeger led the Pledge of Allegiance.

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3. Call to Order

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

4. Announcements

5. Presentations

A. **Recognition of Appreciation: Sergeant Shawn Phillips**
Recognition of Appreciation for Kennesaw Police Department Sergeant Shawn Phillips presented by Allison Giddens.

Allison Giddens, Co-President of Win-Tech, recognized Sergeant Shawn Phillips for his outstanding work. She explained that last year one of the company's checks was stolen from the mail, altered, and fraudulently used to take nearly $30,000. Sergeant Phillips took the case seriously, diligently tracking the perpetrator all the way to Florida. His efforts demonstrated that determined police work truly makes a difference. On behalf of Win-Tech, Ms. Giddens thanked Sergeant Phillips for his dedication, tenacity, and commitment to protecting the people and businesses of Kennesaw.

6. Public Comment

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

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

No comments.

6:33 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. **Ordinance: Chapter 10 Amendments**
Consideration for approval of an Ordinance to amend Chapter 10, entitled, "Animals" of the Code of Ordinances of the City of Kennesaw, Georgia.

City Manager Jeff Drobney presented an ordinance to amend Chapter 10, “Animals,” of the City of Kennesaw Code of Ordinances. Dr. Drobney explained that this amendment is a necessary step for the City to enter into an intergovernmental agreement with Cobb County for animal control services. The update aligns the City’s ordinance with the County’s, allowing Cobb County to enforce its animal control regulations within the city.

Motion by Councilmember Viars to approve Ordinance 2025-08 amending Chapter 10, entitled, "Animals," of the Code of Ordinances of the City of Kennesaw, Georgia as presented. Seconded by Councilmember Orochena.

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

No comments.

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

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

11. Consent Agenda

A. **Minutes: November 17, 2025 Regular Meeting**
Approval of the November 17, 2025 City Council Regular Meeting Minutes**.**

B. **Resolution: November 4, 2025 - Election Results**
Consideration for approval of a Resolution ratifying the certified election results of the November 4, 2025, General Municipal Election for Council Posts 3, 4, and 5, as provided by Cobb County Board of Elections and Registration.

Resolution No. 2025-74

C. **Resolution: Intergovernmental Agreement for Fire Dispatch Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Dispatch Services.

Resolution No. 2025-75

D. **Resolution: Intergovernmental Agreement for Fire Marshal Services**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Fire Marshal services.

Resolution No. 2025-76

E. **Resolution: Intergovernmental Agreement for Cooperative Purchasing**
Consideration for approval of a Resolution authorizing the Mayor to sign an Intergovernmental Agreement with Cobb County for Cooperative Purchasing.

Resolution No. 2025-77

F. **Cemetery Deed: III-55-G & H**
Authorization for the Mayor to sign a deed for cemetery lots purchased by Akanmu and Omotola Adebayo.

Motion by Councilmember Gutierrerz-Leon to approve the Consent Agenda engross. Seconded by Councilmember Viars.

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

12. General and Administrative

13. Public Safety

DRAFT

A. **Crime Stats: October 2025**
Consideration to accept the October 2025 crime statistics.

Kennesaw Police Chief Bill Westenberger presented the October 2025 crime statistics [See **Exhibit A**].

Motion by Mayor Pro Tem Ferris to accept the October 2025 crime statistics as presented. Seconded by Councilmember Jones.

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

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment

This section is for general comment.

6:36 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett shared local history related to an 1837 survey published for the newly chartered Western & Atlantic Railroad, which

included the first printed accounts of the Kennesaw area [See **Exhibit B**].

JONATHON BOTHERS [City Resident and City Council Post 3 Elect]: Mr. Bothers hoped everyone had a wonderful Thanksgiving. He expressed his pride in being elected to the City Council and thanked the community for their support and guidance during and after the campaign.

6:37 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. **Appointment: Director of Planning and Zoning**
Ratification of the appointment of Chanelle Campbell as the Director of Planning and Zoning.

Dr. Drobney reminded the Council that Planning and Zoning Administrator Darryl Simmons is retiring at the end of the week after 24 years of dedicated service. He thanked Mr. Simmons for his many contributions to the City of Kennesaw and wished him the very best in his next chapter.

He explained that the City advertised the position and interviewed several qualified applicants. Among them was one internal candidate: Chanelle Campbell, the Assistant Zoning Administrator and Planner. Dr. Drobney shared that he was candid with Ms. Campbell. She had absolutely earned an interview, but the City would select the strongest candidate for the role. Ms. Campbell agreed and emphasized that she wanted the best outcome for the department as well. After all interviews were completed, it became clear to Dr. Drobney that Ms. Campbell was the best person for the job.

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Councilmember Orochena made a motion to ratify the appointment of Chanelle Campbell as Director of Planning and Zoning, seconded by Councilmember Jones.

Ms. Campbell expressed her gratitude for the opportunity and said she will give her all to help ensure the City’s continued success.

Vote taken: motion unanimously approved 5–0. Motion passed.

Mr. Simmons offered a heartfelt farewell, sharing that he feels fortunate to have spent his career doing work he truly loved. He recalled that in 2001, the City Manager at the time approached him with a vision to move Kennesaw forward—and said he needed someone with thick skin and patience to help make it happen. Mr. Simmons accepted that challenge. He reflected on the many wonderful people he met along the way and thanked everyone for believing in his vision and for their support over the years.

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-Leon shared that he had a wonderful Thanksgiving. He thanked Mr. Simmons for his service and congratulated Ms. Campbell on her appointment, noting that she has his full trust.

Mayor Pro Tem Ferris recalled interviewing Mr. Simmons when he first served on the Council and said they made a good decision that day. He also announced that the Kennesaw State University Owls will compete in the Conference USA Championship this Friday.

Councilmember Orochena thanked Mr. Simmons for his many years of service. She noted that he served as the liaison to the Arts and Culture Commission when she joined and expressed appreciation for his contributions to citizen engagement, including town halls and surveys. She joked that she would often hear how smoothly his town halls ran and that he made sure they never went off the rails.

Councilmember Jones shared that he also had a great Thanksgiving. He mentioned that he first had the opportunity to debate with Mr. Simmons while serving on the Kennesaw Citizens Advisory Committee and later continued those discussions on the Council. He expressed gratitude for Mr. Simmons' service, emphasizing that 24 years of dedication is significant. He also congratulated Ms. Campbell on her appointment.

DRAFT

Councilmember Viars thanked Mr. Simmons for his many years of service and for all she learned from him. She reminded everyone that this year the Christmas Tree is located at the Amphitheater and the Menorah is at the Tunnel Plaza.

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

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

6:56 p.m. Recess to Executive Session

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

7:11 p.m. Reconvene to Open Session

Councilmember Gutierrez-Leon 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 Orochena. See **Exhibit C**.

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

23. Adjourn

Mayor Easterling adjourned the meeting at 7:11 p.m. The next work session will be held on Monday, December 8, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

_____
Lea Alvarez, City Clerk

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Person Hit by Auto w/ Injury	1 (+1)	0	6 (+3)	3

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

KENNESAW HISTORY

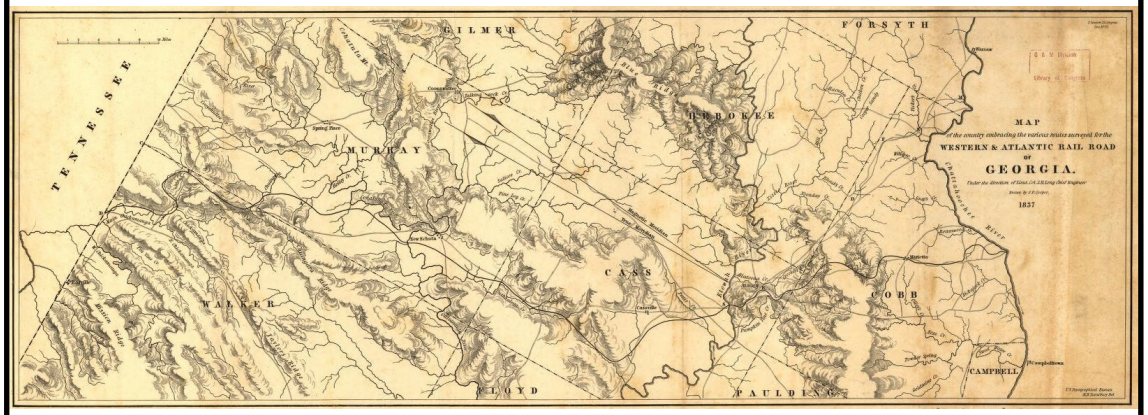
Railroad Survey

In December 1836, the State of Georgia chartered the Western and Atlantic Railroad. The new rail line would be owned by the state, rather than a private corporation, setting it apart from many of the other contemporary railroads across the nation. The line's southern terminus was set at an unspecified point south of the Chattahoochee River (now Atlanta), while the other end of the line was Chattanooga on the Tennessee River.

Just after the railroad was chartered, the state hired surveyor Colonel Stephen Harriman Long to survey the new route. Long was a part of the US Army Corps of Engineers, and was best known for his railroad work and his surveys of the West.

DRAFT

His final report was published in December 1837, and is one of the first printed accounts of our area. His description of North Cobb is spartan: "The road crosses the Chattahoochee and ascends to Marietta, the seat of justice for Cobb County. It then crosses the Kennesaw summit on the north side of the mountain… and descends towards the Etowah." Long anticipated this would be the easiest portion of the railroad to build. Ultimately, the railroad was built along Long's route, and was completed from Atlanta to Cartersville by 1845, with the entire route finished in 1850.



Long's Survey of the W&A Route
Image from the Library of Congress

Presented by Andrew J. Bramlett at the December 1, 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 1st day of DEC, 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 1st day of DEC, 2025 which was closed for the purpose(s) of land as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

DRAFT

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 1st day of DEC, 2025.

Mayor/Presiding Officer

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Sworn to and subscribed before me this the

1st day of December, 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
12/1/2025
Public Comment Sign-in

	Name	Address	Topic
1	Andrew J. Bradbett	2990 Cumberland Ct.	Local history
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DRAFT

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: December 8, 2025

TITLE: **Minutes: December 1, 2025 Executive Session**
Approval of the December 1, 2025, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 12-01 ES Affidavit

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 1st day of DEC, 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 1st day of DEC, 2025 which was closed for the purpose(s) of land 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 1st day of DEC, 2025.

Mayor/Presiding Officer

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Sworn to and subscribed before me this the

1st day of December, 2025.

Notary Public

Item Report

TO: The Honorable Mayor and City Council

FROM: Mariyah Nall, Business License Manager

DATE: December 8, 2025

TITLE: **Alcohol License: Worth The Wait Inc.**
Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Worth The Wait Inc d/b/a/ Big Pie in the Sky Pizzeria located at 2090 Baker Road Unit A-103, Kennesaw, GA 30144. Applicant: Amy Hines

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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 located within 300 feet of a private residence; all other distance requirements listed in Ordinance Sec. 6-42 and 6-43 have been verified. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quiet enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such a license shall not have any adverse effect on the private residence.

Recommendation:
Finance Director recommends approval.

Fiscal Impact:
100.0000.32.1900 Application Fee $350.00

Attachments:
1. Big Pie in the Sky Alcohol_Redacted

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Honoring Our Heritage - Forging Our Future
City of Kennesaw, GA

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Alcoholic Beverage License Application

****Requires Approval from Mayor and Council****

Applying for (Check all that apply):	License Type (Choose one):	Type of Establishment (Choose one):	
☐ Liquor	☐ Manufacturer	☒ Restaurant	☐ Bottle House
☒ Beer	☐ Wholesaler	☐ Night Club	☐ Convenience Store
☒ Wine	☐ Retail Package	☐ Grocery Store	☐ Indoor Entertainment Hall
☐ Growler	☒ Retail Pouring	☐ Lounge	☐ Hotel/Motel
☒ Sunday Sales		☐ Private Club	☐ Package Store

Business Information

Full Name of Business: WORTH THE WAIT Inc.

Doing Business As (DBA): Big Pie in the Sky Pizzeria

Anticipated start date of business: 1-1-26

Business Location: Street Address 2090 BAKER ROAD | Suite A-103

City, State Kennesaw GA | Zip 30144

Phone: 770-420-8883 | Email: WTWBigPie@gmail.com

Mailing Address: Street Address 3409 DOMINION CHASE | Suite

City, State Kennesaw GA | Zip 30144

Business Type: ☐ Sole Proprietor ☐ Partnership ☐ LLP ☒ Corporation ☐ LLC

If Partnership or LLP, fill out page 3. If Corporation or LLC, fill out page 4.

Location Information

Property Owner of Business Location: SHOP ONE

Owner's Address: 10100 WATERVILLE STREET | Suite/Apt

City, State Whitehouse OH | Zip 43571

This location is: ☐ New Construction ☒ Pre-existing

Do you have a certified survey of the location of the property? ☒ Yes ☐ No

Does the certified survey indicate that the business is outside of the designated distance of the following?

Private Residence	300 feet radius	☐ Yes	☒ No
School or College	600 feet radius	☒ Yes	☐ No
Church	600 feet radius	☒ Yes	☐ No
Public Building	600 feet radius	☒ Yes	☐ No
Hospital	600 feet radius	☒ Yes	☐ No
Public Park	600 feet radius	☒ Yes	☐ No
Day Car Center*	600 feet radius	☒ Yes	☐ No
Alcohol or Drug Treatment Center	600 feet radius	☒ Yes	☐ No

*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

Additional Limitations for Package Stores:

Package Sales- **Liquor**:

School or College	300 feet radius	☐ Yes	☐ No
Retail Liquor Package Store	1500 feet radius	☐ Yes	☐ No
Church	300 feet radius	☐ Yes	☐ No
Day Care Center*	300 feet radius	☐ Yes	☐ No
Alcohol or Drug Treatment Center	300 feet radius	☐ Yes	☐ No

*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

Package Sales-**Beer and/or Wine**:

School or College	300 feet radius	☐ Yes	☐ No
Alcohol or Drug Treatment Center	300 feet radius	☐ Yes	☐ No

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

For Retail Pouring License Applicants:

How many square feet is the dining area?	2350		
How many square feet is the bar area?	95		
What % of the total dining space is the bar area?	4%		
Number of pool tables:	0	Number of video game machines:	0
Size of the dance floor:	N/A	Amount for cover charge: $	N/A
Will the location have a DJ? ☐ Yes ☒ No		If yes, how many times per week?	N/A

Corporation or LLC Information	
Corporation or LLC Name: WORTH THE WAIT INC.	
Partner/Member Name: AMY MICHELLE HINES	Partner/Member Name:
Position: PRESIDENT	Position:
% of Ownership: 50 %	% of Ownership:
SSN: [redacted]	SSN:
Date of Birth: [redacted]-73	Date of Birth:
Phone: [redacted]	Phone:
Email: WTWBIGPIE@GMAIL.COM	Email:
Home Address: 349 DONAMIRE CHASE	Home Address:
City, State: Kennesaw GA Zip: 30144	City, State: Zip:
Partner/Member Name: DOUGLAS LEE MITCHELL	Partner/Member Name:
Position: VICE PRESIDENT	Position:
% of Ownership: 50 %	% of Ownership:
SSN: [redacted]	SSN:
Date of Birth: [redacted]-69	Date of Birth:
Phone: [redacted]	Phone:
Email: WTWBIGPIE@GMAIL.COM	Email:
Home Address: 523 BROOKSDALE DRIVE	Home Address:
City, State: Woodstock GA Zip: 30189	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

N/A

If any licensee or owner listed on pages 3-4 currently hold any interest in or have ever been associated with any alcoholic beverage establishment, please fill out the information below:	
Licensee or Owner Name:	Licensee or Owner Name:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
Licensee or Owner Name:	Licensee or Owner Name:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:

N/A

List the following information for relatives of any licensee or owners who have had any license or any financial ownership or interest in any alcoholic beverage business:	
Name:	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
Name:	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:

Financial Information

Total amount of capital funds to be invested in this business: [redacted]

Personal funds invested by Licensee/Owner: [redacted]

Personal funds invested by other Owners: [redacted]

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:

Lender	Address of Lender	Amount	Date	Interest Rate

Name of CPA or Accounting Firm: SYNCHRONY CPA / CHRIS MATHIS

Address of CPA or Accounting Firm: Street Address 1050 SHILOH RD -

Suite 204 | City/State KENNESAW GA 30144 | Zip 30144

What is the estimated gross receipts for this location for the remaining calendar year? $ N/A

Management Information

Provide the following information for the person(s) who will manage the business:

Name of Manager: DOUGLAS LEE MITCHELL | Compensation Amount: [redacted]

Mailing Address: Street Address 523 BROOKSDALE Drive | Apt/Suite

City, State WOODSTOCK GA | Zip 30189

Name of Manager: AMY MICHELLE HINES | Compensation Amount: [redacted]

Mailing Address: Street Address 3469 DONAMIRE CHASE NW | Apt/Suite

City, State KENNESAW GA | Zip 30144

Regulatory Disclosures

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:

Regulatory Disclosures

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 Charges	☐ Yes	☒ No

If you answered "Yes" to any of these questions, list below in complete detail the names, 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.

[redacted]

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 that was cited, detained, arrested, indicted, or convicted for any offense by any federal, state, county, or city government? 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

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:

BASS CERTIFICATES / BOTH OWNERS / 2 HR
EMPLOYEES ALL HOLD VALID SERVING LICENSES

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

SIGNS NOTING NO SALES TO INTOXICATED PERSONS
" " WE ID EVERYONE

Regulatory Disclosures

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

Are you aware that the sale of alcoholic beverages to an underage person or persons by you or your employees may result in the suspension or revocation of the alcoholic beverage license? ☒ Yes ☐ No

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 Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation of their usage.

SIGNAGE-MULTIPLE LOCATIONS / MANDATORY CARDING
REGULAR STAFF MEETINGS ON PROCEDURES

What technology, equipment, and/or 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 case registers that require the date of birth to be entered, cameras, signs, and calendars. Describe below:

CAMERAS / SIGNAGE / CALENDARS FOR 21 YRS OLD

List the occupations of the applicant for the past ten (10) years:

From Month/Year- To Month/Year	Employer Name (Company)	City	State	Position Held	Salary
AUG 17 - DEC 23	THE GRATEFUL DOG	KENNESAW	GA	PETCARE	10K YR

List the previous residences of the applicant for the past ten (10) years:

From Month/Year- To Month/Year	Street Address	City	State
NOV 01 - PRES	3469 DONAMIRE CHASE	KENNESAW	GA

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Application Agreement

I, AMY HINES being duly sworn according to law, do swear to the facts and items 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.

Amy M Hines
Signature of Applicant

Signature of Spouse of Applicant

KENNESAW, GEORGIA
COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 DAY OF October, 2025.

Notary Public

TANYEL AVILES
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Comm. Expires Jan. 16, 2029

Signature and title of person other than applicant filling out this Application

Printed Name Phone Number

****Official Use by the City of Kennesaw ONLY****

Application received by the City of Kennesaw by: Nall

Application to be heard by Mayor & Council on _____ (Date) at _____ (Time).

****This section is for the Zoning Division of the City of Kennesaw ONLY****

How is the proposed location zoned? Community Retail Commercial (CRC)

Zoning verified by the following Zoning Division staff member: Chanelle Campbell

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. N/A

If new establishment, parking has been verified by the following Zoning Division staff member: N/A

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Application Agreement

I, Douglas Lee Mitchell being duly sworn according to law, do swear to the facts and items 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.

Douglas Lee Mitchell
Signature of Applicant

N/A
Signature of Spouse of Applicant

KENNESAW, GEORGIA
COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th DAY OF October, 2025.

Kiekie Pittman
Notary Public

KIEKIE PITTMAN NOTARY PUBLIC PAULDING COUNTY GEORGIA MY COMMISSION EXPIRES 09/20/2029

N/A
Signature and title of person other than applicant filling out this Application

N/A
Printed Name Phone Number

****Official Use by the City of Kennesaw ONLY****

Application received by the City of Kennesaw by: Nall

Application to be heard by Mayor & Council on 12/8/2025 (Date) at 6:30 PM (Time).

****This section is for the Zoning Division of the City of Kennesaw ONLY****

How is the proposed location zoned?	Community Retail Commercial (CRC)
Zoning verified by the following Zoning Division staff member:	Chanelle Campbell
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.	N/A
If new establishment, parking has been verified by the following Zoning Division staff member:	N/A

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(770) 429-4540
businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL STATEMENT

Full name of licensee (no initials): AMY MICHELE HINES



Home Phone: N/A

Cell Phone: [redacted]

Home Address (Street Address): 3469 DONAMIRE CHASE NW

Suite: | City, State: KENNESAW GA | Zip: 30144

Business Address (Street Address): 2090 BAKER RD NW

Suite: A-103 | City, State: KENNESAW GA | Zip: 30144

Age: 52 | Sex: F | Race: WHITE | Height: 5'6" | Weight: 195

Hair Color: BROWN | Eye Color: BLUE

Social Security Number: [redacted] | Date of Birth: [redacted]-73

Place of Birth: Minneapolis MN

Are you a U.S. Citizen? ☒ Yes ☐ No | If yes: ☐ By Birth ☐ Naturalized

If you are a Naturalized Citizen, please provide your certificate #: _____

*Provide original naturalization certificate or U.S. Passport

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

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

How long have you resided in the State of Georgia? 45 YEARS

How many years have you been at your current address? 24 YEARS

Marital Status: ☐ Single ☒ Married ☐ Widowed ☐ Divorced

If married, please complete the following information on your spouse:

Full Name of Spouse: JEFFREY LEE HINES

Spouse's Maiden Name: N/A

Social Security Number: [redacted] Date of Birth: [redacted]-68

Place of Birth: Rome GA

Place of Marriage: ATLANTA GA Date of Marriage: 9-30-95

Spouse's Employer: F. WILDMAN LTD

Employer's Address: Street Address 111 BROADWAY

Suite 102 City, State NEW YORK NY Zip 10006

Is your spouse a U.S. Citizen? ☒ Yes ☐ No If yes: ☒ By Birth ☐ Naturalized

If your spouse is a Naturalized Citizen, please provide your certificate #: _____

*Provide original naturalization certificate or U.S. Passport

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

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent	Deceased	
Parent	DECEASED	
Sibling	DECEASED	
Sibling	N/A	
In-Law	THOMAS E. HINES	9 ROCK CREEK DRIVE ROME GA 30165
In-Law	CAROL A. HINES	9 Rock Creek Drive Rome, GA 30165

2

Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the premises?
☐ Yes ☒ No
If yes, please give details:

Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverages? ☐ Yes ☒ No
If yes, give relationship to licensee or licensee's spouse, business name, the amount of interest, and/or type of employment in each:

Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
1988-91	Dunwoody HS	5035 Vermack Rd Dunwoody	College Prep Diploma
1991-01	KSU	100 Chastain Rd Kennesaw 30144	B.A
2018-19	KSU	11	Pro Investigator

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Amy M. Hines
Signature

11-5-2025
Date

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL STATEMENT

Full name of licensee (no initials): Douglas Lee Mitchell

Home Phone: [redacted]

Cell Phone: [redacted]

Home Address (Street Address): 523 Brooksdale Dr.

Suite | City, State: Woodstock, GA. | Zip: 30189

Business Address (Street Address): 2090 Baker Rd.

Suite | City, State: Kennesaw, GA. | Zip: 30144

11/4/25, 1:57 PM



Age: 56 | Sex: Male | Race: White | Height: 5'9" | Weight: 170 lbs.

Hair Color: Brown/Grey | Eye Color: Blue

Social Security Number: [redacted] | Date of Birth: [redacted]/69

Place of Birth: Niles, Michigan

Are you a U.S. Citizen? ☑ Yes ☐ No | If yes: ☑ By Birth ☐ Naturalized

If you are a Naturalized Citizen, please provide your certificate #: _____

*Provide original naturalization certificate or U.S. Passport

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

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

How long have you resided in the State of Georgia? 33 years

How many years have you been at your current address? 1 year, 3 months

Marital Status: ☑ Single ☐ Married ☐ Widowed ☐ Divorced

If married, please complete the following information on your spouse:			
Full Name of Spouse:	N/A		
Spouse's Maiden Name:	N/A		
Social Security Number:	N/A	Date of Birth:	N/A
Place of Birth:	N/A		
Place of Marriage:	N/A	Date of Marriage:	N/A
Spouse's Employer:	N/A		
Employer's Address: Street Address	N/A		
Suite	City, State		Zip

Is your spouse a U.S. Citizen? ☐ Yes ☐ No | If yes: ☐ By Birth ☐ Naturalized

If your spouse is a Naturalized Citizen, please provide your certificate #: _____

*Provide original naturalization certificate or U.S. Passport

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

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent	Deceased	
Parent	Deceased	
Sibling	Debbie Mollica sister	10 Maplebrook Ct. Simpsonville, S.C., 29681
Sibling	Donni Herrington	3874 Miramonte Ave. Loveland, CO., 80538
In-Law	N/A	
In-Law	N/A	

Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the premises?
☐ Yes ☒ No
If yes, please give details:

Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverages? ☐ Yes ☒ No
If yes, give relationship to licensee or licensee's spouse, business name, the amount of interest, and/or type of employment in each:

Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
1984-87	West Rome	Rome, GA.	College Prep Diploma
1987-88	Floyd College	Rome, GA.	1 yr.

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Douglas D. Hall
Signature

10/13/2025
Date

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

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businesslicense@kennesaw-ga.gov

FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT

TO BE COMPLETED BY RETAIL POURING APPLICANTS ONLY

Business Information

Name of Establishment: BIG PIE IN THE SKY PIZZERIA

Address of Establishment: Street Address 2090 BAKER RD NW

Suite A-103 | City/State KENNESAW GA | Zip 30144

Licensee's Name: AMY MICHELLE HINES

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. The information must be provided from the financial records of the above establishment on a calendar year basis or such period which the establishment has been open.

Period for which information is provided: OCT 2024 - SEPT 2025

If existing business, must be a 12 month period. If new business, must be 12 months estimate.

Gross Receipts from Food Sales this period: [redacted] (98 %)

Gross Receipts from Alcoholic Beverage sales this period: [redacted] (2 %)

Total Food Sales and Alcoholic Beverage Sales this period [redacted] (100 %)

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

CLOVER POS SYSTEM

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.

Chris Mathis — CPA Name (Printed)

Synchron CPA & Consulting LLC — Name of CPA Firm

770-592-3925 — Phone Number of CPA

[signature] — CPA Signature

1050 Shiloh Rd Ste 204 Kennesaw, GA 30144 — Business Address of CPA

SWORN UNDER OATH THIS 4th DAY OF November, 2025.

[signature] — Signature of Notary Public

ELI TERCERO
NOTARY PUBLIC
Union County
State of Georgia
My Commission Expires May 24, 2029

1

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday from 12:30pm until Monday 2:55am requires a valid alcoholic beverage pouring license, a 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 Sunday Sales pouring license. I further affirm that I understand that the City of Kennesaw Business License Division may audit our records to verify the same at its discretion.

Amy M. Hines
Signature of Licensee/Owner

10/23/25
Date

SWORN UNDER OATH THIS 23
DAY OF October, 2025.

Notary Public

TANYEL AVILES
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Comm. Expires Jan. 16, 2029

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
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www.kennesaw-ga.gov

Business License Office
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Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Owner/Licensee Information			
Name:	AMY MICHELLE HINES		
Date of Birth:	[redacted]-73	Social Security Number:	[redacted]
Residence Phone:	[redacted]	Name of Spouse:	JEFF HINES
Residence Address: (Street Address)	3469 DONAMIRE CHASE	Suite	
City/State	KENNESAW GA	Zip	30144
Business/Organization:	WORTH THE WAIT LLC	Business Phone:	404-542-3135
Are you a Partner or Officer in any other business? ☐ Yes ☒ No			

Assets		Liabilities	
Cash on hand in banks:	[redacted]	Notes payable to banks- Secured:	[redacted]
Accounts Receivable:		Notes payable to banks- Unsecured:	
Stocks & Bonds:	$	Accounts Payable:	
Real Estate:	$	Unpaid Taxes:	
Cash Value of Life Insurance:		Mortgage on Real Estate:	
Automobiles:	$	Other Debts (Itemize):	
Deposit Accounts:		Total Liabilities:	
Credit with Financial Institutions:		Net Worth:	
Other Assets (Itemize):		**Total Assets and Net Worth:**	
Total Assets:	$		

Income Information	
Source of Annual Income: [redacted]	Salary: [redacted]
Bonus & Commissions: $	Dividend
Alimony and Child Suppor	Separate Income: [redacted]
Itemize all loan sources and interest:	Other Income (Itemize):
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total Income:	

Additional Information Requested

Do you have any unsatisfied judgments or lawsuits pending? ☐ Yes ☒ No

Are any of your prior income tax returns bring contested? ☐ Yes ☒ No

If so, what do you estimate your additional payment to be? _____

Are any assets pledged or in joint names other than as described above? ☐ Yes ☒ No

Have you ever declared bankruptcy? ☐ Yes ☒ No

Do you have a will? ☐ Yes ☒ No

If so, please fill out the following:

Beneficiary: _____

Executor: _____

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Amy M. Hines
Signature

11-5-2025
Date





Control Number : 25110432

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF INCORPORATION

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

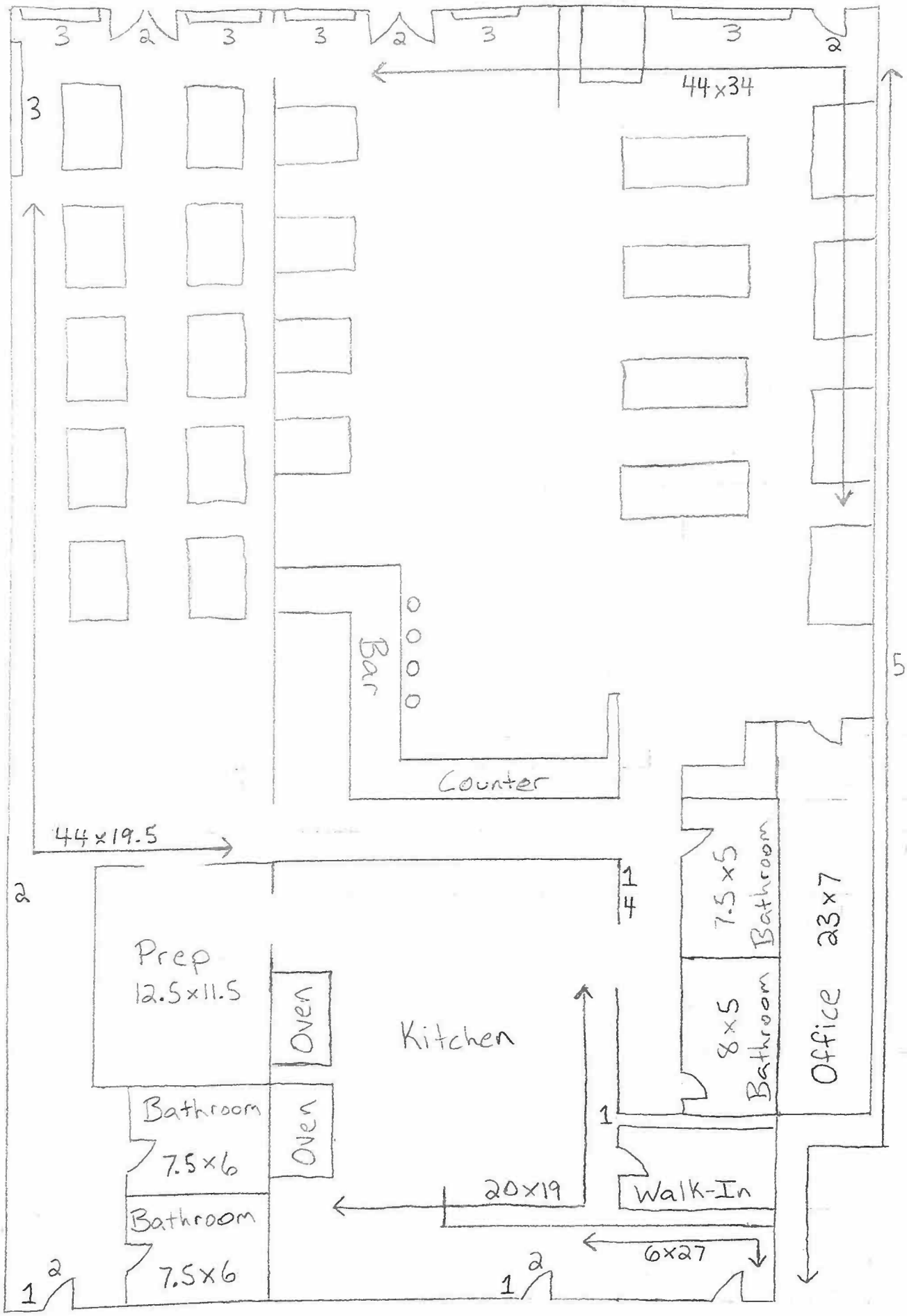
Worth The Wait Inc.
a **Domestic Profit Corporation**

has been duly incorporated under the laws of the State of Georgia on **05/27/2025** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **06/05/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State


3
2
3
3
2
3
3
2
44x34
3
5
Bar
Counter
44x19.5
2
1
4
Prep
12.5x11.5
Oven
Kitchen
7.5x5
Bathroom
8x5
Bathroom
Office 23x7
Bathroom
7.5x6
Oven
1
20x19
Walk-In
Bathroom
7.5x6
6x27
1
2
1
2

Training Institute for Responsible Vendors, Inc.

certifies that

Amy Michelle Hines

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 18th day of September, 2025

Seal



President

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

Doug Mitchell

EVINDI
INCORPORATED

For satisfactory completion of Evindi, Inc.'s

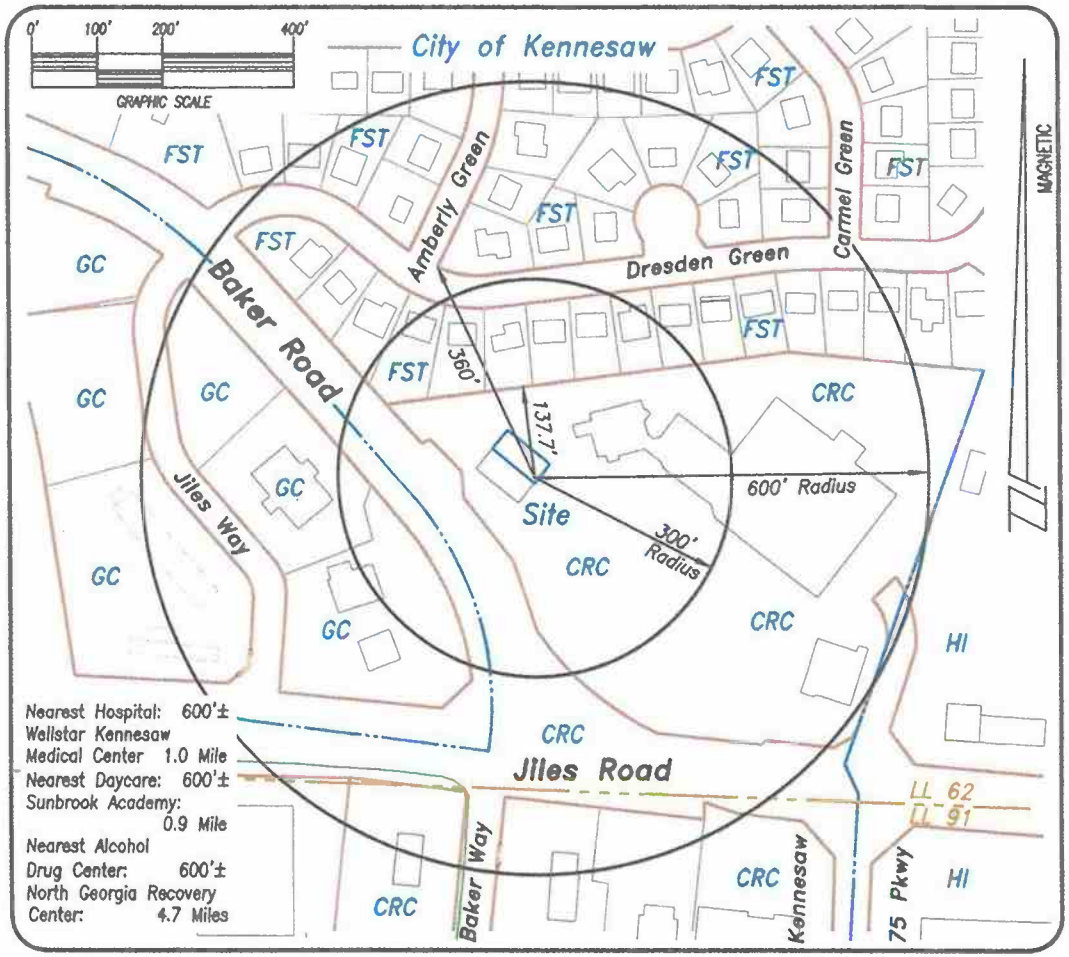
Responsible Alcohol Sales & Service Workshop (3 hrs.)

Michele L. Stumpe, President of Evindi, Inc.

9-3-25
Date

This workshop has been approved to satisfy the following alcohol ordinance requirements: Cobb County; City of Kennesaw; City of Roswell; Cherokee County; City of Powder Springs; Douglas County; City of Holly Springs; City of Sandy Springs; City of Johns Creek; Forsyth County, City of Smyrna, Fayette County Rockdale County and Spalding County

Certificate to be posted in conspicuous location at licensed premises.



Selling on the Premises:
Beer and Wine Pouring and Sunday Sales

Nearest Private Residence Property Line:	
2166 Dresden Green:	138'±
Nearest School Bus Stop:	360'±
Amberly Green / Dresden Green	0.2 Mile
Nearest Public Library:	600'±
KSU Horace W Sturgis Library:	3.4 Miles
Nearest Church:	600'±
Shiloh Community Church:	0.9 Mile
Nearest School Property Line:	600'±
Baker Elementary:	1.0 Mile
Nearest Park:	600'±
Fairfax Park:	0.7 Mile
Nearest Liquor Store:	600'±
Elite Liquor and Wine:	0.3 Mile

Property Address:

2090 Baker Road
Suite A-103
Kennesaw, Georgia 30101

GEORGIA PROFESSIONAL No. 2566 LAND SURVEYOR CATHY C. CHAMBERS

For The Firm
CC Land Surveyors, Inc.

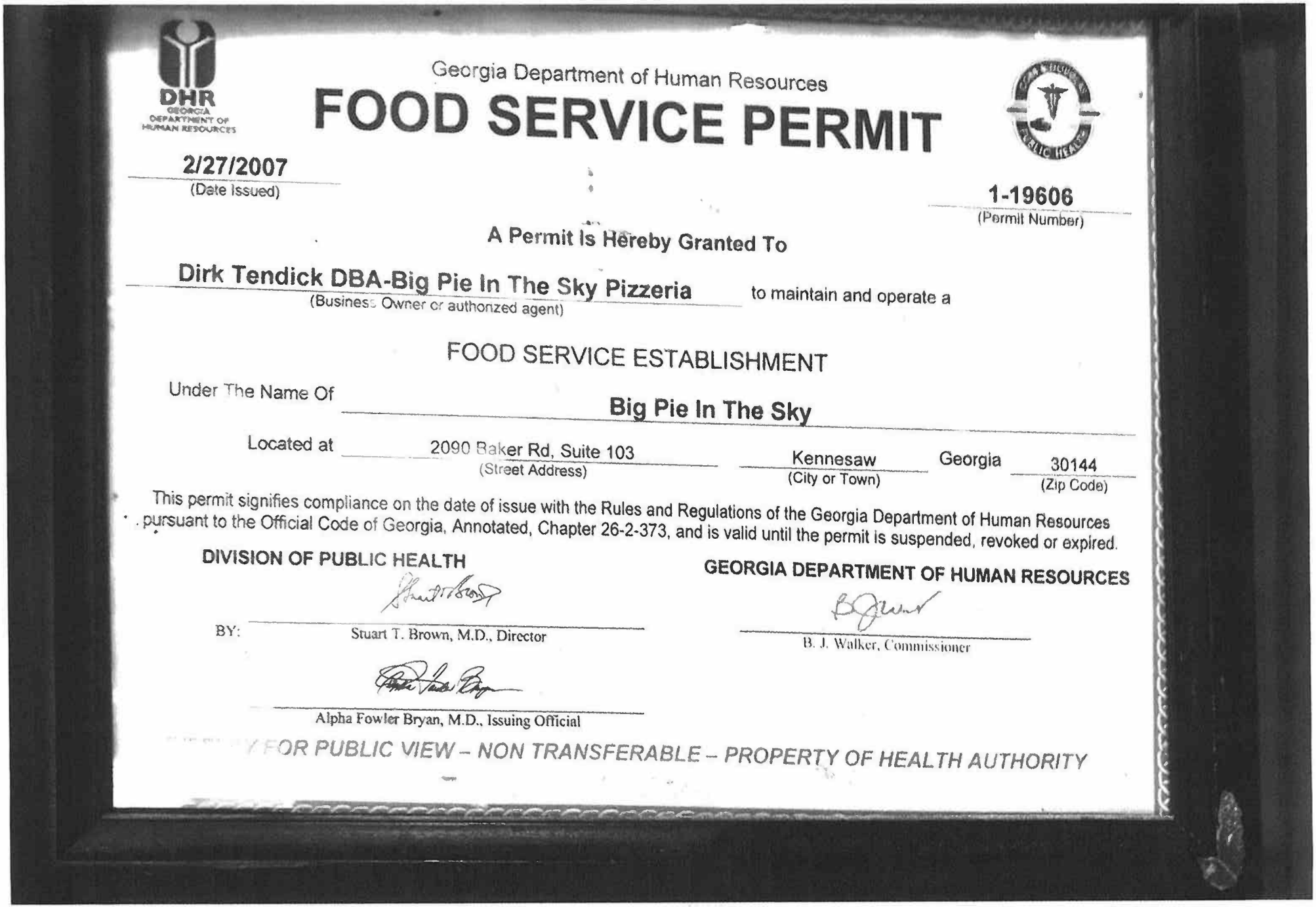
SURVEY FOR ALCOHOLIC BEVERAGE LICENSE

Worth The Wait Inc.

DBA: Big Pie In The Sky Pizzeria
Jeff Hines: 404-509-9087

LAND LOT: 62	DISTRICT: 20th	SECTION: 2nd
CITY: KENNESAW		SCALE: 1"= 200'
COUNTY: COBB		STATE: GEORGIA
REFERENCE PLAT BOOK/PAGE:		
FIELD DATE: N.A.		CAD DRAFTING DATE: 10/07/2025
REVISIONS:		
Field Crew: N.A.	Drawn By: VH	Checked By: CC Approved By: CC
LOCATION: 2025		JOB No.: 25-2090 Baker Road

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



DHR
GEORGIA DEPARTMENT OF HUMAN RESOURCES

Georgia Department of Human Resources

FOOD SERVICE PERMIT

2/27/2007
(Date Issued)

1-19606
(Permit Number)

A Permit Is Hereby Granted To

Dirk Tendick DBA-Big Pie In The Sky Pizzeria to maintain and operate a
(Business Owner or authorized agent)

FOOD SERVICE ESTABLISHMENT

Under The Name Of Big Pie In The Sky

Located at 2090 Baker Rd, Suite 103 (Street Address) Kennesaw (City or Town) Georgia 30144 (Zip Code)

This permit signifies compliance on the date of issue with the Rules and Regulations of the Georgia Department of Human Resources pursuant to the Official Code of Georgia, Annotated, Chapter 26-2-373, and is valid until the permit is suspended, revoked or expired.

DIVISION OF PUBLIC HEALTH

BY: Stuart T. Brown, M.D., Director

Alpha Fowler Bryan, M.D., Issuing Official

GEORGIA DEPARTMENT OF HUMAN RESOURCES

B. J. Walker, Commissioner

FOR PUBLIC VIEW – NON TRANSFERABLE – PROPERTY OF HEALTH AUTHORITY

Permit ID No. FOG 0981

COBB COUNTY WATER SYSTEM

Water Protection Division

Food Service Establishment Discharge Permit

Issued to: Dirk H. Tendick

pursuant to Cobb County Code Chapter 122, Section 122-188 is authorized to discharge wastewater ONLY from this Food Service Establishment (FSE) located:

Big Pie In The Sky
2090 Baker Road Suite 103
Kennesaw, GA 30144

to a Cobb County Wastewater Treatment Facility in accordance with effluent limitations, monitoring requirements, and other conditions or requirements set forth in Food Service and Food Preparation.

Grease Recovery System(s)

1000 Gallon Exterior

MODIFICATIONS/REPLACEMENT REQUIRE CCWS APPROVAL

Grease Recovery System(s) Pumping Requirement
Minimum pump/reporting required: Quarterly

This permit and authorization to discharge shall expire at midnight, March 31, 2025

Signed this: March 17, 2022

Cobb County Water System: _____
Emily Krajewski
Environmental Compliance Supervisor

Judy Jones
Director

Cobb County... Expect the Best!

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made effective as of 10/31/25, between Big Pie in the Sky Pizzeria, LLC, a Georgia limited liability company ("Seller") and Worth the Wait, Inc., a Georgia corporation ("Buyer").

Background Statement

A. Big Pie in the Sky Franchising LLC ("Franchisor") and its affiliate, Seller, have created and own a system for developing and operating a restaurant that sells pizzas, calzones, stromboli, sub sandwiches, salads, wings, and related menu offerings under the trade names "Big Pie in the Sky" and "Big Pie in the Sky Pizzeria".

B. Separate from the franchise business of Franchisor, Seller operates a company-owned location of "Big Pie in the Sky Pizzeria" (the "Business") located at 2090 Baker Rd., Suite A-103, Kennesaw, GA 30144 (the "Premises") pursuant to a lease with ShopOne Center REIT, Inc. for such Premises (the "Lease").

C. Seller desires to sell the Business to Buyer, and Buyer desires to purchase the Business from Seller and enter into a franchise agreement with Franchisor (the "Franchise Agreement") for the Business, in accordance with the terms of this Agreement.

Terms and Conditions

The parties agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 Assets Purchased. Upon the terms and subject to the conditions contained herein, and in reliance on the representations, warranties, covenants and agreements contained herein, Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, all assets owned by Seller and used in and located at the Business except the Excluded Assets (as defined in Section 1.2), including without limitation the following assets (the "Assets"):

(i) all furniture, fixtures, equipment, signage, decorations, and other items of tangible personal property owned by Seller used in the operation of the Business;

(ii) all supplies in the Business as of the Closing;

(iii) the transfer or assignment of all permits, licenses, consents, and authorizations necessary or required to operate the Business (in its present configuration) but only to the extent that the same are owned by Seller and are transferable or assignable by Seller to Buyer pursuant to the terms thereof and applicable law (collectively the "Permits and Licenses");

(iv) the telephone number associated with the Business;

(v) all point-of-sale and back office systems;

(vi) all historical data relating to the operations of the Business, including marketing information and material, sales history and documentation;

(vii) all back up equipment that may be in storage whether operational or not;

(viii) copies of all repair and maintenance invoices in particular those with special warranties on newly replaced parts;

(ix) all of Seller's rights under the agreements and contracts pertaining to the operation of the Business that are listed as being transferred or assigned on Schedule 1.1; and

(xi) all tangible marketing, advertising and promotional materials used by or kept at the Business.

1.2 **Excluded Assets.** Buyer shall not purchase the following assets (the "Excluded Assets"): (i) any of Seller's bank accounts; (ii) the contracts and agreements not set forth on Schedule 1.1; (iii) any insurance policies; (iv) any accounts or notes receivable; (v) any security deposits; (vi) any petty cash at the Business, (vii) any right, title or interest in Seller's proprietary system for operating "Big Pie in the Sky" and "Big Pie in the Sky Pizzeria" (the "System") or any aspect of the System, including without limitation any trademarks, service marks, copyrights, trade secrets, and similar rights and interests; (viii) all claims (including credit card claims), refunds, causes of action, rights of recovery, and other rights of action, including specifically a refund under the Lease pursuant to a tenant improvement allowance; and (ix) any rights to any of Seller's or its affiliates' other assets or businesses (including its franchise business). For avoidance of doubt, Buyer is acquiring only the assets associated with Seller's operation at the Premises.

1.3 **No Assumption of Liabilities.** Buyer is not assuming any liabilities of Seller, with the exception of the agreements and contracted listed as being transferred or assigned to Buyer on Schedule 1.1. The Assets being acquired shall not be subject to any lien, security interest, or encumbrance.

1.3 **Purchase Price.** The purchase price (the "Purchase Price") for the Assets will be [redacted]

1.4 **Lease Transfer Costs.** Buyer will be responsible for any fee charged by the landlord of the Premises for an assignment or sublease of Seller's lease for the Premises (the "Lease"), which is stated in the Lease as initially $[redacted]

1.5 **Franchise Fees.** Buyer will pay the [redacted] fee in connection with the Franchise Agreement and any other costs related to such Agreement.

ARTICLE II
CONDITIONS TO CLOSING

2.1 **Buyer's and Seller's Conditions.** The obligation of Buyer and Seller to complete the Closing is subject to the fulfillment of the following conditions precedent, each of which may be waived in writing in the sole discretion of the other party (unless otherwise specified, these conditions must be fulfilled on or before the Closing):

(a) Representations and Warranties. The representations and warranties of Buyer and Seller and contained in this Agreement shall be true and correct as of the date of this Agreement and on and as of the Closing.

(b) Sublease or Assignment. Seller and Buyer shall have obtained written consent of the landlord of the Premises to the sublet or assignment of the Lease for the Premises to Buyer.

(c) Entry into Franchise Agreement. Buyer and Franchisor shall have entered into the Franchise Agreement.

(d) Consents of Other Third Parties. Except for the liquor license for the Business, which shall be the duty of Buyer to obtain, Seller shall have received any and all other authorizations, permits and consents of third parties and governmental entities, necessary or appropriate to sell, assign and transfer the Assets to Buyer without breaching or conflicting with any contractual or legal obligation of Seller.

ARTICLE III
CLOSING

3.1 **Closing Date and Location.** Unless the parties agree otherwise or extended by Buyer pursuant to Section 3.1, the closing of the transactions contemplated hereby (the "Closing") shall take place on December 31, 2025 and the Closing will be effective as of 12:01am on January 1st, 2026.

3.2 **Payment of Purchase Price.** On the day of the Closing, Buyer shall pay [redacted] of the Purchase Price and [redacted]Lease Transfer Cost to Seller by certified check or wire transfer in immediately available funds.

3.3 **Prorations.** Buyer and Seller shall cooperate to pro-rate all real estate taxes, service charges, utilities, and similar costs and expenses as of the Closing. To the extent the pro-rated amounts are not known, the parties shall reasonably estimate the pro-rated amounts, and cooperate after the Closing to adjust the pro-rated amounts to reflect actual costs and expenses.

3.4 **Closing Deliveries.** At the Closing, the applicable party or parties shall execute and deliver the following:

(i) Bill of Sale of the Assets;

(ii) sublease or Lease assignment, with Landlord's consent;

(iii) Franchise Agreement; and

(iv) all other documents and agreements reasonably requested by the other party appropriate for the sale of the Business.

3.5 Possession. Seller shall deliver possession of the Assets to Buyer on the day after the Closing.

3.6 Closing Costs. Each party will be responsible for its own costs of the transaction.

3.7 Employees. Seller shall terminate all employees of the Business effective as of the Closing. Buyer shall have the right, but not the responsibility, to hire all employees of Seller who work at the Business on the day of the Closing. Buyer shall not be deemed to assume any liability for wages, benefits or other payments owed to Seller's employees, including accrued vacation or sick time.

3.8 Permits and Licenses. Buyer shall, at its own expense, obtain approval for the transfer or assignment of all Permits and Licenses required to operate the Business or obtained approval for the issuance of such Permits and Licenses on or before the Closing.

3.9 Deposits. Seller will be credited for any deposits made by Seller which are left with vendors or utilities for Buyer's benefit. If it is necessary for Buyer to place its own deposit with a vendor or utility to replace Seller's deposit, then the parties will cooperate to assist Seller to retrieve its deposit after the Closing.

3.10 Further Assurances. After the Closing, Seller promptly shall execute and deliver such documents and take such other action as the Buyer may reasonably request to more effectively transfer, convey and assign to Buyer, and to confirm Buyer's title to, all of the Assets, to put Buyer in actual possession thereof, to assist Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of this Agreement.

ARTICLE IV
COVENANTS

4.1 Cooperation with Transition. Seller shall cooperate with Buyer in the transition of the Business and its operations.

4.2 Third Party Consents. Seller shall use reasonable efforts to obtain the consent for the assignment or sublet of the Lease.

4.3 Training/Testing Facility. Buyer agrees that after the Closing, Seller may use the Premises for training/testing purposes for other franchisees upon 7 days' notice to Seller before such training sessions.

4.4 Confidentiality. This Agreement and the transactions contemplated hereby are deemed Confidential Information under the Franchise Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer, which representations and warranties shall survive the Closing, that:

(a) Corporate Status. Seller is a Georgia limited liability company, duly organized, validly existing, and in good standing under the laws of Georgia and has the power and authority to execute and deliver this Agreement and all other documents to be executed by Seller in connection herewith.

(b) Title. Seller has good and merchantable title to the Assets, and shall transfer title to the Assets to Buyer free and clear of any lien, security interest, or encumbrance, except as set forth herein.

(c) Compliance with Laws. Seller and the Business are in compliance with all material laws, rules and regulations, and have not received and, to the best of Seller's knowledge, have no reason to expect to receive notice of non-compliance from any governmental authority or third party.

(d) Legal Actions. No actions, suits, judgments, proceedings or governmental investigations of any kind are pending against the Business or Seller with respect to the Business.

(e) Condition of Assets. The Assets of the Business as of the Closing Date are in good and safe operating condition and repair commensurate with age. **Except as provided in this Agreement, all Assets are sold in "as is" condition, without warranties, express or implied, including without limitation, condition, fitness, usage, and merchantability.**

5.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller, which representations and warranties shall survive the Closing Date, that:

(a) Corporate Status. Buyer is a Georgia corporation, duly organized, validly existing, and in good standing under the laws of Georgia and has the power and authority to execute and deliver this Agreement and all other documents to be executed by Buyer in connection herewith; and

(b) Qualification. Buyer (and its owners) are approved by Franchisor as franchisees or possess all of the qualifications required by Franchisor to become a franchisee.

ARTICLE VI
INDEMNIFICATION

6.1 Indemnification By Seller. Seller shall indemnify and hold harmless Buyer and its partners, officers, directors, employees, shareholders, agents and affiliates against all claims, liabilities, costs, losses, penalties, and judgments, including without limitation reasonable attorneys fees (collectively, "Losses") arising out of or related to (i) any third-party or governmental claim, suit or legal action (a "Third Party Claim") concerning the Business, Assets and/or the Lease to the extent arising from events that occurred before the Closing, or (ii) any

misrepresentation, breach of warranty or covenant, or other violation of this Agreement by Seller.

6.2 **Indemnification By Buyer.** Buyer shall indemnify and hold harmless Seller and its partners, officers, directors, employees, shareholders, agents and affiliates against all Losses arising out of or related to (i) any Third Party Claim concerning the Business, Assets and/or Lease to the extent arising from events that occur after the Closing, or (ii) any misrepresentation, breach of warranty or covenant, or other violation of this Agreement by Buyer.

6.3 **Indemnity Claims.** (a) To make an indemnification claim under this Agreement (an "Indemnification Claim"), the party seeking indemnification (the "Indemnitee") must deliver written notice to the other party (the "Indemnitor") requesting indemnification and specifying the basis on which indemnification is sought and the amount of asserted Losses. If the Loss arises from any Third Party Claim then such written notice shall include such documents and information that the Indemnitee may have concerning such Third-Party Claim.

(b) If the Indemnification Claim involves a Third-Party Claim, the Indemnitor shall undertake the defense, compromise and settlement of such Third-Party Claim, provided, however, no Third-Party Claim shall be resolved without the consent of the Indemnitee.

(c) If the Indemnification Claim involves a matter other than a Third-Party Claim, the Indemnitor shall have 30 days to investigate such claim and, if applicable, to object to such Indemnification Claim by giving written notice of such objection to the Indemnitee specifying in reasonable detail the basis for such objection. Failure to timely so object shall constitute a final and binding acceptance of the Indemnification Claim by the Indemnitor, and the Indemnification Claim shall be paid by the Indemnitor.

(d) Upon determination of the amount of an Indemnification Claim (whether by agreement between the Indemnitor and the Indemnitee or by settlement or final adjudication), the Indemnitee shall pay such amount within 10 days of determination.

6.4 **Limitation.** The indemnification rights of Buyer for any Losses shall be limited to only those Losses for which Buyer has given written notice to Seller within six months after the Closing Date. In no event shall Buyer be obligated to the Seller for Indemnification Claims which in the aggregate exceed [redacted] Furthermore, neither party shall have the right to make an Indemnification Claim for an amount less than [redacted]

6.5 **Waiver.** Buyer and Seller waive, to the fullest extent permitted by law, any right or claim of any punitive or exemplary damages against each other and agree that, in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it. Buyer and Seller waive, to the fullest extent permitted by law, the right to bring any class action suits and the right to trial by jury.

6.6 **Indemnities in the Franchise Agreement.** The indemnities contained in this Agreement are in addition to, and not in lieu of, indemnity obligations of the parties contained in the Franchise Agreement.

ARTICLE VII
MISCELLANEOUS

7.1 Notices. To be effective, any notice or communication required or permitted under this Agreement must be sent by (i) registered or certified mail, return receipt requested, postage prepaid, or (ii) by a recognized overnight delivery service (such as FedEx) which guarantees next day delivery, addressed to the address below the recipient's name on the signature page to this Agreement.

7.2 Severability. Each provision of this Agreement is severable, and if any one provision is declared void or unenforceable by any court, such declaration shall not affect the enforceability or validity of any other provisions thereof.

7.3 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Georgia.

7.4 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the purchase and sale of the Business, and supersedes all prior agreements, representations, and understandings of the parties with respect thereto other than any confidentiality or non-disclosure agreement executed by Seller and Buyer or their affiliates. No modification or amendment of this Agreement will be effective unless signed in writing by both parties.

7.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

< Signatures found on following page >

Executed by:

SELLER:

BIG PIE IN THE SKY PIZZERIA, LLC

By: _____
Name: Dirk Tendick
Title: Owner

Address:
2807 Quince Ln. NW
Acworth, GA 30101

BUYER:

WORTH THE WAIT, INC.

By: _____
Name: Doug Mitchell
Title: Owner
By: _____
Name: Amy Hines
Title: Owner

Address:
3469 Doncamire Chase
Kennesaw, GA 30144
523 Brooksdale Dr.
Woodstock, GA, 30189

Schedule 1.1

TWC Ice Machine Lease
PFG Automatic Dishwasher Lease
Cintas Agreement for Aprons, towels, mats and the like
Lease Agreement


WELCOME!!!
Please Place Your
Order at the Counter
and Seat Yourself.
Thank You!
Follow us on
SOCIAL MEDIA


Red Stripe
EXIT


Employees
Only
beyond
this
point...
-Thank you





As seen on:

TRAVEL CHANNEL'S MAN V. FOOD

Partner

BIG PIE IN THE SKY PIZZERIA

"HOME OF THE CARNIVORE CHALLENGE"

www.bigpieinthesky.com

Kennesaw

770-420-8883

Hours: Mon- Wed 11am-930pm
Thur - Sat 11am-10pm
Sun 12pm - 9pm

****DAILY DRINK SPECIALS****

Dine-In / Carry Out Only

Sorry No Reservations and No Call ahead for Dine-In

****Prices Subject To Change****

Earn $120!!

Conquer the Carnivore Challenge!

- One friend and you
- One Extra Large Carnivore
- One hour to eat the whole thing!

$59.95 to attempt!!!
We schedule during the slow times of the week, call the store to inquire!

LUNCH SPECIAL

Slice with 2 Regular Toppings and a drink
~~$5.65~~ → 5.75
Add a Side Salad **$3.25**
Everyday!
11 am to 2 pm

2090 Baker Rd. Kennesaw, GA 30144
770-420-8883

Directions: I-75 to Wade Green Rd. West to Jiles Rd. then North on Jiles Rd. Located in the Publix Shopping Center on the corner of Jiles Rd. and Baker Rd.

Serving up Good Vibes and Great Pies Since 2007!!!

SALADS (served with breadstick)

House: Lettuce, Cucumbers, and Fresh Tomatoes..... **$6.50**

Caesar: Romaine Lettuce, Parmesan Cheese, Caesar Dressing, and Croutons... **$6.50** 6.75

Side Salad: A small House or Caesar salad (no breadstick)..... **$3.50**

Chicken: Grilled or Buffalo Chicken, Lettuce, Green Peppers, Tomatoes and Mozzarella Cheese **$8.75**

Chef: Lettuce, Onions, Green Peppers, Mushrooms, Green Olives, Tomatoes, Ham, Salami and Mozzarella..... **$8.95**

Greek: Lettuce, Onion, Green Peppers, Mushrooms, Black Olives, Banana Peppers, and Feta... **$8.95**

Dressings: Ranch, Blue Cheese, Italian, Greek, Caesar, Balsamic Vinaigrette, 1000 Island.

Additions: Meats..... $0.95 each
Cheese or Veggies..$0.75 each
Dressing.....$0.25 each

SIDES

Bread Sticks 14" Pizza Dough tossed and lightly seasoned with a blend of Basil, Oregano and Garlic Butter..... **$5.50**

Cheese Bread 14" Pizza Dough seasoned just like the Bread Stick with whole milk Mozzarella added..... **$6.95**

Cauliflower Parmesan Cheese Bread
10" Cauliflower Parmesan Gluten Free crust seasoned and topped with whole milk Mozzarella Cheese..... **$5.95**

Desserts

Cannolis.... $3.25
Cheese Cake w/Strawberry Drizzle.. $3.95
Ice Cream $1.85 per scoop
Neapolitan
Cookies & Cream

****Ask about our Beer and Wine Specials****
Beer Buckets Available / Domestic & Premium

Beverages

20oz Fountain Drink:
Tea, Coke, Diet Coke, Coke Zero, Sprite, Hi-C, Root Beer, Pink Lemonade..... ($2.55) → 2.65

20oz Coke Bottles..... ($2.55) → 2.65
2 liter Coke Bottles (To-Go Only)($3.50)

CALZONES

A blend of Mozzarella, Ricotta, Parmesan cheese, Herbs, and your choice of any 2 toppings, folded and baked inside our handmade dough.
Served with Marinara on the side.....**$10.95**

Just Cheese.....$9.95
Xtra Toppings.....$0.95 each
Xtra Sauce..... $0.50

STROMBOLI

Made with your choice of any 2 toppings & Mozzarella cheese, rolled up inside our fresh handmade dough and baked to a golden brown. Served with Marinara sauce on the side.....**$10.95**

Just Cheese.....$9.95
Xtra Toppings.....$0.95 each
Xtra Sauce.....$0.50

9" SUB SANDWICHES (All Subs $6.95)

MEATBALL: Our handmade Meatballs with Marinara, Smoked Provolone and Mozzarella cheese

ITALIAN: Pepperoni, Salami, Ham, Onions, Banana peppers, and Provolone cheese with Italian dressing on top

CHICKEN PARM: Breaded Chicken, Smoked Provolone, and Mozzarella with Marinara sauce

GRILLED CHICKEN: Grilled Chicken, Lettuce, Tomato, Mayonnaise, and Provolone cheese

BUFFALO CHICKEN: Breaded or Grilled Chicken with Buffalo sauce, Lettuce, Tomato, and Provolone cheese with Ranch or Blue cheese on the side

PIZZA SUB: Any two regular toppings, Marinara and Mozzarella cheese

Xtra Meat or Cheese.....$0.95 each
Xtra Veggies.....$0.50 each

COLD or HOT
GRANDE
~~BREAD~~ DIFF BREAD FOR CAL VS HOT

BONELESS WINGS

6 PIECE.....$6.95
10 PIECE....$10.95

FLAVORS:

Plain
Mild
Hot
BBQ
Tiger Style

*wings come with one dressing
Xtra dressing...$0.25

****our signature blend of sweet, sour, and spicy!**

SLICES

(cut from our 30 inch pizza!!!)

Cheese..... $4.75 → 4.95
Toppings..... **$0.75 each**
Specialty Toppings..... **$0.99 each**
Specialty Slices..... $6.95

PIES

Medium 16" (Feeds 2-4)..... $17.45
*this would be a typical large pizza anywhere else
Toppings..... **$2.65 each**
Specialty Toppings..... **$3.00 each**

Large 20" (Feeds 4-6)..... $22.45
Toppings..... **$3.65 each**
Specialty Toppings..... **$4.25 each**

XL 30" (Feeds 8-10)..... $34.45
Toppings..... **$5.00 each**
Specialty Toppings..... **$6.00 each**

***Choice of Red or White (Olive Oil) Base**
Alfredo Base 16" $1.00/20" $1.25/30" $1.50

Gluten Free 10" Personal Flatbread Pizzas $10.95

CRUST OPTIONS: Cauliflower Parmesan / Rice Flour

Toppings.....$1.00
Specialty Toppings.....$1.50

*Our gluten free crusts are pre-made and delivered fresh to us. Big Pie is a flour rich environment and as such, they are not recommended for extremely gluten intolerant individuals or those with Celiac Disease.

Regular Toppings:

Pepperoni, Italian Sausage, Grilled Chicken, Ground Beef, ~~Bacon~~, Ham, ~~Salami~~, Tomatoes, Sliced Mushrooms, Green Peppers, Banana Peppers, Onions, Spinach, Black or Green Olives, Jalapenos ~~Garlic Minced~~, RED PEPPERS → BACON

Specialty Toppings:

Sliced Meatballs, Buffalo Chicken, BBQ Chicken, Anchovies, **Pineapple**, Cream Cheese, Pesto, Fresh Roasted Garlic, Fresh Basil, Feta, Sharp Cheddar, Smoked Provolone, Buffalo/BBQ Drizzle. Slice .25/16" .50/20" .75/30" $1.00

SALMON, JALAPENOS, JALAPENO CHIPS, TURKEY BACON / PROSCIUTTO / FRESH MOZZ

SPECIALTY PIZZAS

*one substitution allowed

SAUCED

Five Cheese
Mozzarella, Romano, Sharp Cheddar, Parmesan, and Smoked Provolone
Slice $6.95/16" $25.95/20" $33.95/30" $48.95

The West Coast Pesto
Our unique combination of Romano, Pesto, Cream Cheese and Chicken
Slice $6.95/16" $25.95/20" $33.95/30" $48.95

The Big Kahuna
Pineapple, Ham, Feta and Bacon
Slice $6.95/16" $25.95/20" $33.95/30" $48.95

Veggie
Green Peppers, Mushrooms, Spinach, Tomatoes and Black Olives
Slice $6.95/16" $25.95/20" $33.95/30" $48.95

The Carnivore
Pepperoni, Ground Beef, Italian Sausage, Ham and Bacon
Slice $6.95/16" $26.25/20" $34.25/30" $49.95

Bacon Cheeseburger
Ground Beef, Bacon, Sharp Cheddar, Onions and Fresh Tomatoes
Slice $6.95/16" $26.25/20" $34.25/30" $49.95

Supreme
Sausage, Pepperoni, Green Peppers, Black Olives and Mushrooms
Slice $6.95/16" $26.25/20" $34.25/30" $49.95

Margherita (No Slices)
Fresh Milk Mozzarella, Tomato Slices, Fresh Basil and Olive Oil
16" $23.95/20" 31.95/30" $43.95

White Pizza (No Slices)
Mozzarella, Olive Oil, Roasted Garlic, Ricotta and Fresh Milk Mozzarella
16" $23.95/20" 31.95/30" $43.95

Chicken Alfredo (No Slices)
Alfredo Base, Chicken, Provolone, Green Peppers, Garlic
16" $25.95/20" $33.95/30" $48.95

GEORGIA
DRIVER'S LICENSE

DRIVER'S LICENSE

USA
GA
DL

Governor:



Commissioner:

4d DL NO. [redacted]
3 DOB [redacted]/1973
9 CLASS C
4b EXP [redacted]2030
2 AMY MICHELLE
1 HINES
8 3469 DONAMIRE CHASE NW
KENNESAW, GA 30144-7356
COBB
12 REST B
9a END NONE
4a ISS 05/11/2022
15 SEX F
18 EYES GRN
16 HGT 5'-06"
17 WGT 165 lb [redacted]

5 DD 490238596300020000

♥ ORGAN DONOR

GEORGIA
DRIVER'S LICENSE

DRIVER'S LICENSE

DL

USA
GA

Governor:



4d DL NO. [redacted]
3 DOB [redacted]1969
9 CLASS CM
4b EXP [redacted]2030
2 DOUGLAS LEE
1 MITCHELL

8 523 BROOKSDALE DR
WOODSTOCK, GA 30189-2487
CHEROKEE

15 RSST B
9a END NONE
4a ISS 09/09/2024
15 SEX M
16 EYES BLU
18 HGT 5'-09"
17 WGT 170 lb



5 DD 578407130910020000

STANDARD SHOPPING CENTER LEASE - FACE PAGE

"EFFECTIVE DATE": THE ___ DAY OF _____, 2006.

PROPERTY NAME: Kennesaw Walk Shopping Center (The "PLAZA")
"LANDLORD": III T Kennesaw, LLC
LANDLORD'S MANAGEMENT AGENT: DBR Asset Management, LLC, 1 Financial Plaza #2001, Ft. Lauderdale, FL 33394; Telephone: (954-523-2070)

"TENANT": Big Pie In The Sky Pizzeria, LLC
TENANT'S BUSINESS NAME: Big Pie In The Sky Pizzeria, LLC
TENANT'S TAX ID#: 20-4939316
TENANT CONTACT PERSON: Dirk Tendick
TENANT'S TELEPHONE #: [redacted]
TENANT'S ADDRESS: 5014 Lucille Ave., Acworth, GA 30101
TENANT'S USE: A pizza restaurant AND FOR NO OTHER PURPOSE.

DEMISED PREMISES: 2235 Kennesaw Walk, Suite 103, Kennesaw, GA 30144
APPROXIMATE SQUARE FOOTAGE OF DEMISED PREMISES: 1,944 sq. ft. (approx. 27' x 72')

"INITIAL LEASE TERM": Three (3) Years
"BEGINNING DATE": The date that Landlord and Tenant execute this Lease

BASE RENT AND ADDITIONAL RENTS SHALL COMMENCE TO ACCRUE AND BE DUE AND PAYABLE ON (the "Rent Commencement Date"): The Beginning Date. Provided Tenant is in good standing and is not in default of any provisions of this Lease, then the Base Rent (only) shall be abated for the first sixty (60) days following the Beginning Date and shall be discounted by 50% of the above stated amount for next ensuing sixty (60) days thereafter.

INITIAL RENTAL DUE	MONTHLY	ANNUAL	PER S.F.
BASE RENT	[redacted]	[redacted]	[redacted]
EST. COMMON AREA OPERATING EXPENSES			
SALES TAX			
TOTAL			

PREPAID RENT: [redacted] (due and payable upon Tenant's execution of the Lease, to be applied to the rent first accruing from the Rent Commencement Date)
SECURITY DEPOSIT: [redacted] (due and payable upon Tenant's execution of the Lease)
INCREASES IN RENT: See Section 6.12 hereof
OPTION(S) TO RENEW: N/A

THE "INITIAL LEASE TERM" AND ANY EXTENSIONS SHALL COLLECTIVELY BE REFERRED TO AS THE "LEASE TERM".
THE ITEMS CONTAINED ON THE FACE PAGE(S) RELATE TO THE CONTENTS OF THE LEASE AND THE EXHIBITS ATTACHED HERETO. ALL AGREEMENTS BETWEEN THE PARTIES ARE IN WRITING AND CONTAINED IN THIS LEASE AND IN THE EXHIBITS ATTACHED HERETO THE TERMS OF WHICH ARE INCORPORATED INTO THE LEASE BY REFERENCE.

Table of Contents

Section

1 Parties
2 Demised Premises
3 Possession
4 Use
5 Term
6 Rent
7 Utilities Services
8 Common Areas
9 Taxes
10 Repairs
11 Tenant's Right to Make Alterations
12 Affirmative Covenants of Tenant
13 Negative Covenants of Tenant
14 Signs
15 Damages to Demised Premises
16 Indemnification, Public Liability, and other Insurance
17 Waiver of Claims
18 Trade Fixtures and Personal Property
19 Estoppel Certificate
20 Events of Tenant Default
21 Rights of Landlord upon Default by Tenant
22 Custom and Usage
23 Surrender and Holding Over
24 Condemnation
25 Landlord's Liability
26 Notices
27 Severability
28 Successors and Assigns
29 Quiet Enjoyment
30 Force Majeure
31 Scope and Interpretation of the Lease and the Exhibits
32 Landlord's Financing
33 Intentionally omitted
34 Hazardous Waste
35 Options
36 Brokers
37 Captions
38 Attorneys Fees
39 Governing Law; Submission to Jurisdiction; Selection of Forum Waiver of Jury Trial
40 Binding Effect
41 No Representations
42 Anti-Terrorism Representations

Exhibits

A Site Plan
B Landlord's Work
C Tenant's Work
D Rules and Regulations
E Guaranty
F Exclusive

STANDARD SHOPPING CENTER LEASE

See Lease Face Page(s) for the definitions of certain capitalized terms used in this Lease. All terms, conditions and definitions on the Lease Face Page(s) and in the Exhibits attached hereto are incorporated herein by reference as if fully set forth at this point in the text of the Lease.

1. PARTIES.

This Standard Shopping Center Lease and the Exhibits attached hereto (collectively the "Lease") entered into by and between the Landlord and Tenant is made as of the Effective Date.

2. DEMISED PREMISES.

2.1 Landlord hereby demises unto Tenant and Tenant hereby leases from Landlord the Demised Premises (which is located within the Plaza), for the Lease Term and specifically upon the terms and conditions set forth in this Lease. The square footage of the Demised Premises is measured by including the exterior faces of the Exterior Walls (as defined in Section 10.3 below) and the centers of any party walls. Certain calculations used in this Lease are based on the square footage as represented on the Lease Face Page(s).

2.2 The use and occupation by the Tenant of the Demised Premises shall include the right to the non-exclusive use, in common with others, of all such driveways, truck and service courts, walks, automobile parking areas designated for common use, and other facilities designed for common use, as have been or may be installed by Landlord, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject expressly, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord and enforced on a non-discriminating basis. Landlord reserves, and Tenant agrees that Landlord has the right to change the size, layout and location of any and all buildings or Common Areas (as defined in Section 8.1) and facilities of the Plaza as well as to reduce or expand the size of Plaza. In addition, Landlord reserves the right to relocate Tenant to another location of comparable size within the Plaza at its sole discretion. In the event of such relocation, Tenant may 1) relocate to the specified location, in which event Landlord shall reimburse Tenant for its reasonable expenses directly attributable to said relocation, or 2) terminate this Lease, in which event all provisions regarding security deposits and past due rents shall remain in effect.

3. POSSESSION.

3.1 Delivery of possession within the meaning of this Lease shall be accomplished by Landlord's delivery to Tenant of the key(s) to the Demised Premises which shall be delivered in substantial compliance with the Landlord's Work provisions outlined in Exhibit B of this Lease.

3.2 Tenant agrees that it shall, with diligence, perform all work for which it is responsible, as described and in accordance with the specifications on Exhibit C ("Tenant's Work"), in order to prepare Demised Premises for the opening of business including where applicable but not limited to the following: (a) Tenant shall submit plans to all applicable governmental authorities for building permits no later than thirty (30) days after the Effective Date hereof; (b) Tenant shall use commercially reasonable and diligent efforts to obtain said permits; (c) Tenant shall commence construction of Tenant's work within five (5) days after issuance of said permits, or if no permits are required for Tenant's Work, then within ten (10) days after the Beginning Date; (d) Tenant shall use commercially reasonable and diligent efforts to complete Tenant's Work; and (e) Tenant shall stock the Demised Premises and open for business within fifteen (15) days after Tenant completes Tenant's Work. In the event that, for whatever reason, Tenant does not open in the Demised Premises for the conduct of its business, as described on Lease Face Page(s) within ninety (90) days after the Beginning Date and/or in the event that Tenant fails to comply with the requirements of this section 3.2, then Landlord, in addition to all other remedies for an Event of Default as provided herein, shall have the option of terminating this Lease pursuant to section

21.1.2 hereof by giving Tenant written notice of such termination; and in such event, this Lease shall be terminated and Tenant shall immediately deliver possession of the Demised Premises to Landlord.

(Tenant's Work made in accordance with Exhibit C as well as all structural and nonstructural alterations, betterments, improvements, demolitions or additions made in accordance with Section 11 and Section 15 herein shall hereinafter collectively be referred to as "Tenant Improvements"), provided, however, that any and all Tenant's Work, alterations, betterments, improvements, demolitions and/or additions made by Tenant but paid for by Landlord in accordance with the "Construction Contribution" section of Exhibit "B" hereto (if any), and therefore owned by Landlord, shall be excluded from the definition of Tenant Improvements, except with respect to Section 11 herein.

3.3 By virtue of occupying the Demised Premises as a Tenant or installing fixtures, facilities or equipment, or performing finishing work, whether in any such instance, directly or through its contractor(s), or agent(s), and subject to any "punch list" items, Tenant shall conclusively be deemed to have accepted the Demised Premises and to have acknowledged that the Landlord has satisfied all of its obligations as required by this Lease.

4. USE.

4.1 Tenant shall use and occupy the Demised Premises solely and exclusively for the conduct of Tenant's Use and solely and exclusively under the Tenant's Business Name and for no other purpose whatsoever.

4.2 Tenant covenants and agrees that it will not use or suffer or permit any person, persons, corporation or other such entity to use any of the Demised Premises for any use or purpose in violation of the laws, ordinances, regulations and requirements of any governing body, including but not limited to, country, state, county, city, or any bodies under the jurisdiction of one of these entities. Tenant covenants that it has verified Tenant's Use is permitted in the Plaza by the applicable governmental and/or quasi-governmental authority and is in conformity with all covenants, conditions and restrictions which the Plaza is subject to, and expressly takes the Premises subject to all governmental and/or quasi-governmental rules and regulations and all covenants, conditions and restrictions by which the Plaza and its occupants are subject to.

4.3 Tenant shall continuously and uninterruptedly, operate during the Lease Term, the entire Demised Premises for the use permitted by this Lease.

4.4 Tenant covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this Lease and continuing for the Lease Term, none of the Tenant, any guarantor (if applicable), any principal of or partner in the Tenant, any of their affiliates, parent or subsidiaries, or any franchisee or licensee of any of them, or any successor and/or assignee (collectively, the "Tenant Parties") will operate, either directly or indirectly, another store having the same of similar trade name to that used at the Demised Premises and/or the same or similar business to that used at the Demised Premises, within a three (3) mile radius of the Demised Premises, without the prior written consent of the Landlord. If any of the Tenant Parties currently operates a store in violation of this paragraph, then Tenant hereby represents and warrants to Landlord that such Tenant Party has the legal right to and shall cease such operation in such other store(s) on or before the Beginning Date hereof. In addition to any other remedy otherwise available to Landlord, it is specifically agreed that Landlord may at Landlord's election terminate this Lease in the event of any violation by a Tenant Party of any of the covenants, agreements, representations and/or warranties contained in this paragraph.

5. **TERM.**

The Lease Term shall commence on the date as set forth on Lease Face Page(s) and shall end (unless sooner terminated or extended as provided herein) at 11:59 P.M. on the date of the expiration of the last day of the Initial Lease Term, as set forth on the Lease Face Page(s).

6. **RENT.**

6.1 Tenant covenants and agrees to pay Landlord the Base Rent (as set forth below) plus all Additional Rent (as defined below) and all other monthly fees, and sales and other applicable taxes in the coin or currency of the United States of America payable in advance in equal monthly installments without deduction or set-offs and without prior demand therefor on the first day of each calendar month during the Lease Term. If the Rent Commencement Date is not the first day of the month, the rent for that month shall be prorated.

6.2 If Tenant shall fail to pay when the same is due and payable, any Base Rent or any Additional Rent (as defined in Section 6.3 below), or amounts or charges of the character described in this Lease, such unpaid balance shall bear interest at the lesser of: (i) [redacted] or (ii) the maximum lawful rate from the date due to the date of payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any monthly installment of Base Rent or other charges will cause Landlord to incur certain expenses not contemplated under this Lease, the exact amount of which costs being extremely difficult or impractical to fix. Such costs and expenses will include, without limitation, administrative and collection costs, and processing and accounting expenses. Therefore, if any such installment is not received by Landlord from Tenant postmarked by the fifth (5th) day of the month for which such installment is due, Tenant shall immediately pay to Landlord a late charge equal to [redacted] of such installment or [redacted] whichever is greater.

Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses in light of the then-anticipated harm caused by such non-payment and is fair compensation to Landlord for its loss suffered by such late payment by Tenant. Acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to such late or nonpayment by Tenant nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease.

6.3 In addition to the foregoing Base Rent, all other payments or fees to be made by Tenant under this Lease, including any applicable sales tax, shall be deemed to be and shall become additional rent ("Additional Rent") hereunder notwithstanding whether or not the same be designated as such and be due and payable upon demand or with the next monthly installment. If Landlord shall pay any monies or incur any expenses, including attorney's fees and costs, in connection with the enforcement of any violation of any covenant, undertaking, obligation or agreement of Tenant as set forth in, and due by Tenant, under this Lease, the amounts so paid or incurred, shall be considered Additional Rent payable by Tenant with the next installment of rent thereafter to become due and payable and may be collected or enforced as by provided law with respect to payment of rent. Landlord shall have same remedies for failure to pay Additional Rent as for nonpayment of Base Rent.

6.4 Insurance Rent. As Additional Rent, Tenant agrees to pay to Landlord, with payment to be made simultaneously with the respective monthly payments of Base Rent, 1/12th of Tenants Proportionate Share (hereinafter defined as a fraction, the numerator being the square footage of the Demised Premised and the denominator being the square footage of leasable space in the Plaza less any outparcels) of the aggregate amount of insurance premiums for the then current Lease year for insurance provided by Landlord covering all buildings and improvements in the Plaza, provided however, that should Landlord cease to provide insurance for any portion of the Plaza then Tenant's Proportionate Share for purposes of Insurance Rent shall be defined as a fraction, the numerator being the square footage of the Demised Premises and the denominator being the square footage of the insured leasable space less any outparcels. Such insurance shall include liability insurance, casualty insurance for fire and extended coverage rental value, rent insurance, errors and omissions, extended windstorm coverage, environmental,

and other insurance, with reasonable deductibles. Landlord shall have absolute discretion as to the types of coverage and the limits of each policy, however, Landlord shall carry full replacement value insurance on the Demised Premises and the building of which it is a part. The minimum amount of insurance rent due per month upon the Demised Premises shall be included in the Est. Common Area Operating Expenses as defined and set forth on the Lease Face Page(s).

6.5 Common Area Maintenance. As Additional Rent, Tenant agrees to pay to Landlord, with payment to be made simultaneously with the respective monthly payments of Base Rent, 1/12th of the Tenant's Proportionate Share of the total annual operating costs of the Plaza, provided however, that should Landlord cease to provide common area maintenance for any portion of the Plaza, then Tenant's Proportionate Share for purposes of Common Area Maintenance shall be defined as a fraction, the numerator being the square footage of the Demised Premises and the denominator being the square footage of the leasable space for which Landlord provides Common Area Maintenance less any outparcels. Landlord may choose at any time during this Lease whether to change Tenants contribution towards Est. Common Area Operating Expenses to a charge arrived at by using the calculation outlined in Paragraph 8.3.

6.6 Real Estate Taxes. As Additional Rent, Tenant agrees to pay to Landlord, with payment to be made simultaneously with the respective monthly payment of Base Rent, 1/12th of the Tenant's Proportionate Share of the total Real Estate Taxes and assessments, for the preceding calendar twelve months, levied against the Plaza by all tax authorities and all other governmental agencies, provided however, that should a separate tax bill be issued for any portion of the Plaza then Tenant's Proportionate Share for purposes of Real Estate Taxes shall be defined as a fraction, the numerator being the square footage of the Demised Premises and the denominator being the square footage of the leasable space covered by the tax bill that applies to the portion of the Plaza that contains the Demised Premises less any outparcels.

6.7 The above Paragraphs 6.4, 6.5, and 6.6 shall be collectively referred to as the "Common Area Operating Expenses" (which shall be adjusted within ninety (90) days following the end of each calendar year, based upon the actual costs incurred for the respective items, in the most recent calendar twelve (12) month period). In the event the total monthly payments made by Tenant for such items exceeds Tenant's applicable Proportionate Share for said period, then Landlord will apply any such overages towards the next succeeding monthly payments. In the event total monthly payments made by Tenant are less than Tenant's applicable Proportionate Share for said period, then Tenant shall pay any such deficiency to Landlord within ten (10) days after receipt of written request for same. The monthly payments for the succeeding year will be increased so that the total monthly payments for such Lease year will equal Tenant's expected applicable Proportionate Share.

6.8 Tenant shall promptly pay all Base Rents, Additional Rents, and other charges and render all statements herein prescribed at Landlord's Management Agent Address, as set forth on the Lease Face Page(s) hereof, or to such other person or corporation, and at such other place as may be designated from time to time by Landlord in writing.

6.9 Anything contained in this Lease to the contrary notwithstanding, it is specifically agreed that Landlord shall in no event be construed or deemed to be a partner or engaged in a joint venture with, or an associate of, Tenant in the conduct of its business and the Landlord shall absolutely not be liable for any debts or other liabilities of any kind or sort whatsoever incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant. The relationship of the Parties during the Lease Term shall at all times be solely that of Landlord and Tenant.

6.10 Security Deposit. Landlord acknowledges receipt, subject to clearance if by check, from Tenant of an amount (as specified on Lease Face Page(s)) as the Security Deposit, such amount as partial consideration for Landlord to enter into this Lease, and which is to be held as collateral security for the payment of any rentals and other sums of money payable by Tenant under this Lease and for the faithful performance of all other covenants and agreements of Tenant hereunder; amount of said Security Deposit

without interest to be repaid to Tenant after the termination of this Lease and any renewal thereof, provided Tenant shall have made all such payments, performed all such covenants and agreement and left Demised Premises in same physical condition as when Tenant first occupied Demised Premises, normal wear and tear excepted, and has made no modifications requiring a building permit without first obtaining such permit and consent of Landlord. Further, Tenant acknowledges that its failure to return the key(s) to the Demised Premises and/or the mailbox (if applicable) will result in a [redacted] deduction from the Security Deposit. Upon any default by Tenant hereunder, after expiration of any applicable notice or cure period set forth herein, all or part of said Security Deposit may at Landlord's sole option, be applied on account of such defaults, and thereafter Tenant shall promptly restore the resulting deficiency in Security Deposit. Tenant hereby irrevocably waives the benefit of any provision of law requiring such Security Deposit to be held in escrow or by a third party, and said Security Deposit shall be deemed to be the property of Landlord and may be co-mingled by Landlord (with its own funds). In the event that Landlord's interest in the Demised Premises be sold, Landlord may deliver or merely credit the funds deposited hereunder by Tenant to the purchaser of Landlord's interest; and, thereupon, Landlord shall by virtue of such circumstance and these terms fully, finally, and absolutely be discharged from any further liability with respect to such Security Deposit; and this provision shall also apply to the benefit of any and all other deposits; and this provision shall also apply to the benefit of any and all subsequent transferees. Tenant agrees that Tenant will look solely to the Landlord or its successor(s) in interest, as applicable, for the return of its Security Deposit, and not in any event to any mortgagee who has assumed Landlord's position, either by mortgagee in possession, foreclosure or the acceptance of a deed in lieu thereof, unless said mortgagee shall have first in writing actually acknowledged receipt of that specific Security Deposit. Tenant further agrees that Security Deposit cannot be used as last month's rent.

6.11 In the event any payments to Landlord are returned for insufficient funds or otherwise not paid by Tenant's bank, such event shall constitute an Event of Default by Tenant and, at Landlord's option, in addition to the remedies provided in Section 6.2 hereof with respect to late rent, Tenant shall pay an overhead charge of the greater of [redacted] if the face value of the check does not exceed [redacted] if the face value exceeds [redacted] but does not exceed [redacted], [redacted] if the face value exceeds [redacted] or [redacted] of the face value, whichever is greater (or in the case of the Security Deposit being returned, this Lease shall at the sole option of the Landlord be declared immediately null and void and have no further force or effect). Provided any payment is returned for insufficient funds or otherwise not paid by Tenant's bank, all payments due under this Lease shall be made at Landlord's option, in cash or by cashier's check issued by a national banking association.

6.12 The Base Rent shall be adjusted as follows (each "Lease Year" shall be three hundred and sixty five (365) days long (except for leap years which shall be 366 days long) and the first "Lease Year" shall commence on the Beginning Date):

Lease Year	Base Rent per sq. ft. per annum
1	[redacted]
2	
3	
4	
5	

6.13 If any part of the Base Rent, Additional Rent or other money payments due hereunder shall remain due and unpaid for fifteen (15) days next after same shall become due and payable on two (2) or more occasions during the Lease Term, Tenant shall, at Landlord's request, pay to Landlord a sum equal to one (1) month's rent for each late period thereafter, which said sum shall be received and held by the Landlord as additional security deposit as described herein.

6.14 Tenant's obligation to pay rents and other amounts due hereunder are covenants independent of Landlord's obligations hereunder.

7. UTILITIES SERVICES.

In addition to all rents herein specified, Tenant shall pay, if directly billed, as and when they shall be due and payable, all water bills, meter charges, sewer charges, garbage charges, and utility charges such as, but not limited to, electric or others, consumed within the Demised Premises. Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. In the event Tenant shall fail to make the payments, Landlord shall have the rights as if Tenant had failed to pay the rent hereunder. If Tenant is not directly billed, Tenant agrees to pay its Proportionate Share as provided herein, defined as "the numerator being the square footage of the Demised Premises and the denominator being the total square footage of the Plaza (less tenants which are either separately billed by the city or separately metered by the Landlord)", or at Landlord's sole discretion Landlord may install a submeter for the Demised Premises in which event Tenant shall be billed based on its actual usage at rates charged to Landlord by the applicable utility company.

8. COMMON AREAS.

8.1 The term "Common Areas" refers to all areas within the exterior boundaries of the Plaza which are now or hereafter made available for general use, convenience and benefit of Tenant and other persons entitled to occupy floor area in the Plaza, including, without limiting the generality of the foregoing, automobile parking areas, including any parking structures, entrances and exits thereto, employee parking areas, truck ways, service courts, loading docks, stairways, driveways, open or enclosed malls, sidewalks, landscaped and planted areas. Landlord shall have the right, from time to time, to change the area, level, location, amount and arrangement of such parking areas and all other facilities referred to above, to restrict parking by Tenants and their employees to employee parking areas, and to make all rules and regulations pertaining to and necessary for, in Landlord's sole judgment, the proper operation and maintenance of said Common Areas. Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles.

Tenant and its employees and invitees are, except as otherwise specifically provided in the Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term.

8.2 In each Lease year, Tenant shall pay to Landlord, as specified in Paragraph 6.5 herein, Tenant's Proportionate Share of the Plaza's operating costs. For the purpose of this paragraph and paragraph 6.5 herein, Plaza operating expenses shall mean the total cost and expense incurred in operating and maintaining the Common Areas as defined above, excluding only any items of expense, if any, attributable to principal and interest payments in respect of Landlord's mortgage financing, and specifically including but not being limited to: gardening and landscaping, repairs of all kinds, painting, facade maintenance, exterior and demising wall repairs, roof repairs, sanitary control, trash, rubbish, garbage and other refuse removal and services, management fees, security systems and services (excluding those security systems servicing individual Tenants), resurfacing and re-stripping of parking areas, sweeping and janitorial services, maintenance and repair of sidewalks, curbs, and Plaza signs, snow removal, sprinkler systems, lighting, maintenance and repair of any fire protection systems servicing the Common Areas, storm drainage systems, electrical expenses, energy expenses, the reasonable cost of marketing and/or promoting the Plaza for the benefit of the tenants, the cost of on-site personnel to implement such services, any governmental imposition or surcharge imposed upon Landlord or assessed against any portion of the Common Areas,. Nothing contained herein shall be construed to obligate Landlord to provide any such or differing items.

8.3 The foregoing estimated monthly charge may be adjusted by Landlord at the end of any calendar year on the basis of Landlord's experience and reasonably anticipated costs. Within ninety (90) days following the end of each calendar year, Landlord shall furnish Tenant a statement covering the

calendar year just expired, prepared by an authorized representative of Landlord, showing the total of the expenses in connection with said Common Areas, the amount of Tenant's share of the expenses in connection with said Common Areas for such period and the payments made by Tenant with respect to such period as set herein. If Tenant's share of expenses in connection with said Common Areas exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If said payments exceed Tenant's share of the expenses in connection with said Common Areas, Tenant shall be entitled to offset the excess against succeeding Additional Rent payments to become due Landlord as set forth herein.

Within three hundred and sixty five (365) days following delivery to Tenant of such statement, Tenant shall be afforded the opportunity, upon thirty (30) days prior written notice from Tenant, during reasonable business hours, and at Landlord's office only, to review Landlord's books and record. In the event Tenant's audit indicates an excess charge in Landlord's statement and Landlord does not reasonably disagree with the results of Tenant's audit, then, Landlord shall reduce the sums due and payable by such amount. In the event there is a dispute between Tenant and Landlord with regard to the results of Tenant's audit, such dispute shall be submitted to arbitration by a panel of three (3) accountants sitting in the County in which the Premises is located, pursuant to the rules and regulations promulgated by the American Arbitration Association. The determination made by such arbitration panel shall be final and binding upon the parties. Should Tenant fail to review Landlord's books and records and dispute Landlord's statement and deliver reasonable proof of error within said three hundred and sixty five (365) day period, then Tenant shall be deemed to have forever waived its rights to object to said Landlord's statement.

8.4 Landlord reserves the right to charge Tenant for the cost of any extraordinary trash or garbage removal required by Tenant, including such removal as may be required in connection with the commencement or termination of Tenant's business in the Demised Premises. Furthermore, Landlord specifically reserves the right to require Tenant, or any other tenant in the center, to pay for trash removal services directly to the company or entity supplying same, and/or to contract directly for trash removal services with a company or entity selected or approved by Landlord.

9. TAXES.

9.1 Commencing on the Rent Commencement Date, Tenant agrees to pay to Landlord on a monthly basis, in addition to the Base Rent payable (pursuant to Section 6 hereof), its Proportionate Share of all real estate taxes and all assessments (also in accordance with Section 6 hereof) which may be levied against the Plaza (including the fee interest, the leasehold interest, and otherwise) by the tax authorities and all governmental agencies. Taxes and assessments for any partial year of the term hereof shall be prorated on a time basis. Landlord may adjust the minimum estimated monthly payment at the end of each calendar year on the basis of Landlord's experience and reasonably anticipated costs. Within ninety (90) days following the end of each calendar year, or at Landlord's option, each tax year, Landlord shall furnish Tenant a statement covering the year just expired showing the total of such tax payable by Tenant for such year and the payments made by Tenant with respect to such period as set forth above. If Tenant's share of expenses in connection with said taxes exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If said payments exceed Tenant's share of the expenses in connection with said taxes, Tenant shall be entitled to offset the excess against succeeding Additional Rent payments to become due Landlord as set forth herein.

9.2 Tenant shall pay Landlord any and all sales or use tax or excise tax imposed or levied against any charge or payment required under this Lease to be made by Tenant which has been imposed or levied on or against the same by any governmental agency having or purporting to have, jurisdiction thereover.

9.3 Should Landlord contest any real estate taxes or assessments, then Tenant shall pay its proportionate share of the reasonable costs incurred by Landlord with respect to such contest, including reasonable attorney fees (the "Contesting Costs"). Should any taxes or assessments be reduced as a result

of such contest, then Tenant's Proportionate Share of taxes and assessments due for the corresponding period shall be based on the reduced charges plus the Contesting Costs.

10. REPAIRS.

10.1 Tenant agrees at all times, from and after substantial completion of the Demised Premises, at its own cost and expense, to repair, replace and maintain in good and tenantable condition the Demised Premises and every part thereof, (except that portion of the Demised Premises to be maintained by Landlord as hereinafter provided), and including without limitation the utility meters, pipes, backflow preventer, conduits, all fixtures, heating ventilating and air conditioning ("H.V.A.C.") equipment serving the Demised Premises and other equipment therein, including any equipment installed by Tenant or Landlord which is a part of said system, the store front plate glass, all Tenant signs, locks and closing devices, and all window sash, casement or frames, doors and door frames, all floor coverings, and all such items of repair, maintenance, alteration and improvement or reconstruction as may at any time or from time to time be required by a governmental agency having jurisdiction thereof. Tenant shall contract with a service company for the maintenance of the H.V.A.C. equipment as further provided in Section 10.4 below.

All glass, both exterior and interior, is at the sole risk of Tenant, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality, unless caused by Landlord or its agents', contractors' or employees' gross negligence. If Tenant refuses or neglects to make repairs and/or maintain the Demised Premises, or any part thereof, in a manner reasonably satisfactory to Landlord and as required hereunder, Landlord shall have the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event the cost of such work, plus [redacted] administrative costs, shall be paid by Tenant as Additional Rent promptly upon receipt of a bill therefore. Upon any surrender of the Demised Premises, Tenant shall redeliver the Demised Premises to Landlord in good order, condition and state of repair, ordinary wear and tear excepted.

10.2 Tenant agrees to permit Landlord and/or authorized representatives to enter the Demised Premises at all times during usual business hours upon no less than 24 hours' prior notice for the purpose of inspecting the same. Tenant further covenants and agrees that Landlord or any authorized representative may enter Demised Premises at any time in order to make any necessary repairs to the Demised Premises and perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Insurance Services Offices or of any similar body or (ii) that Landlord may deem necessary to perform remodeling construction or other work incidental to any portion of the Plaza, including without limitation the demised premises of another Tenant. Nothing herein shall imply any duty on the part of the Landlord to do any such work which, under any provision of this Lease, Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. No exercise by Landlord or any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent. In the event Landlord makes or causes any such repairs to be made or performed, as provided for herein, Tenant shall pay the cost thereof to Landlord, [redacted] as Additional Rent promptly upon receipt of a bill therefore, except for that work as provided in subparagraph (ii) above which will be at the sole cost and expense of Landlord.

10.3 Landlord shall make necessary structural repairs to the Exterior Walls (as defined below), to the roof, foundations, load bearing walls, plumbing, pipes and conduits located outside of the Demised Premises and in the Common Areas, and Landlord shall perform, or cause to be performed, necessary exterior painting and underground utility repairs. Landlord shall not be required to make any repairs where same were made necessary by any act, omission, or negligence of Tenant, or its employees, agents, invitees, or contractors, or by fire or other casualty or condemnation except as provided elsewhere in this Lease. "Exterior Walls" shall mean all exterior walls of the Demised Premises and the Plaza but shall not be deemed to include store front or store fronts, plate glass, window cases or window frames, doors or door frames, security grilles or similar enclosures. Exterior Walls shall not be included in the definition of Demised Premises and shall be considered Landlord's property at all times during the Lease Term. In addition, Landlord shall not be required to make any repairs (or replacements) to any items specifically

identified in Section 10.1 of this Lease. Should Tenant inform Landlord of the need for certain Landlord repairs, and should a subsequent investigation by Landlord and/or its agents and/or contractors reveal that Tenant is actually responsible for such repairs pursuant to the terms of this Lease, then Tenant shall reimburse Landlord for Landlord's actual costs and expenses incurred in examining the Demised Premises and/or the Plaza and/or in performing such repairs; and in such event Landlord shall deliver to Tenant a copy of the bill or bills for such examination and/or repairs and Tenant shall reimburse Landlord within ten (10) days of receipt of such bill(s).

10.4 Heating and Air Conditioning Unit(s): As a part of its air conditioning maintenance obligation, Tenant shall enter into an annual contract with an air conditioning repair firm, fully licensed to repair air conditioning units in the State of Georgia, which firm shall:

(1) Regularly service the air conditioning unit(s) on the Demised Premises on a monthly basis, changing belts, filters, and other parts as required.

(2) Perform emergency and extraordinary repairs on the air conditioning unit(s).

(3) Keep a detailed record of all services performed on the Demised Premises and prepare a yearly service
report to be furnished to the Tenant at the end of each calendar year.

Tenant shall furnish to Landlord, at the end of each calendar year, a copy of said yearly service report. Not later than the Beginning Date and annually thereafter, Tenant shall furnish to Landlord a copy of the air conditioning maintenance contract described above, and proof that the annual premium for the maintenance contract has been paid. Nothing stated hereinabove shall limit Tenant's obligation to maintain the air conditioning unit(s) in good condition and repair throughout the term of this Lease.

11. TENANT'S RIGHT TO MAKE IMPROVEMENTS.

Tenant covenants and agrees that it shall not make any Tenant Improvements upon the structure of the Demised Premises during the Lease Term unless such improvements are made subsequent to receiving written consent of the Landlord, which consent may be withheld in the absolute discretion of the Landlord. In the event of such Landlord approval, Tenant shall be entitled to make such Tenant Improvements to the structure of the Demised Premises during the Lease Term if (i) such Tenant Improvements are made pursuant to plans and specifications approved by all governmental and quasi-governmental agencies having jurisdiction thereof, (ii) such work is performed in a good and workmanlike manner, free and clear of all liens, claims and encumbrances, and (iii) such work is made in accordance with Exhibit C attached hereto. In addition, Tenant shall deliver to Landlord true and complete copies of the approved plans and specifications associated with any such Tenant Improvements simultaneous with obtaining such approval from the governmental agency having jurisdiction.

Provided Tenant is in good standing under this Lease, and has performed and complied with all of the terms, covenants and conditions hereof, and no event has occurred that with the passage of time and/or the giving of notice would result in a default hereunder, Tenant shall be entitled to make nonstructural alterations, improvements or additions to or upon the Demised Premises during the Lease Term if (i) such nonstructural alterations, improvements or additions are made pursuant to plans and specifications approved by all governmental and quasi-governmental agencies having jurisdiction thereof, if applicable, (ii) such work is performed in a good and workmanlike manner, free and clear of all liens, claims and encumbrances and (iii) such work is made in accordance with Exhibit C attached hereto. In addition, if applicable, Tenant shall deliver to Landlord true and complete copies of the approved plans and specifications associated with any such alterations, improvements or additions simultaneous with obtaining such approval from the governmental agency having jurisdiction

All Tenant Improvements shall remain upon the Demised Premises and at the expiration or earlier termination of this Lease, shall become the property of Landlord unless Landlord shall, prior to the termination of this Lease, have given written notice and direction to Tenant to remove the same at

Tenant's sole cost and expense, in which event Tenant shall at its own expense remove such Tenant Improvements and restore the Demised Premises to the same good working order and condition in which it was at the commencement of the Lease term. Should Tenant fail so to do, Landlord may do so, at Landlord's option, collecting in such instance the cost and expense thereof, [redacted] administrative costs, from the Tenant as Additional Rent.

Further, in the event that Tenant Improvements are made or other changes to the Demised Premises which require governmental permits, without Tenant having first obtained said permits and then obtaining all necessary governmental inspections and approvals to close out said permits, then Tenant shall be liable to Landlord for all damages incurred by Landlord including but not limited to architect/engineering costs, contractor costs, permit and other governmental fees, and lost rent of future tenants during permitting, construction and/or inspection, and this obligation and liability shall survive the expiration and/or earlier termination of the Lease.

12. AFFIRMATIVE COVENANTS OF TENANT.

TENANT AGREES:

12.1 To comply with any and all requirements of any of the constituted public authorities having, or purporting to have jurisdiction and with the terms of any State, Federal, or local statute, ordinance, or regulation applicable to Tenant or its use of the Demised Premises and to save and hold Landlord harmless from, and by these terms to indemnify Landlord for all penalties, fines, costs, expenses or damages, including, without limitation, Landlord's reasonable attorney's fees resulting from Tenant's failure to do so, and

12.2 To give Landlord prompt written, full, complete, and specific notice of any accident, fire damage, or injury whatsoever occurring in, on or to the Demised Premises, and

12.3 That all loading and unloading of goods shall be done only at such times and in the areas and through such entrances as may be designated for such purposes by Landlord and that trailers or trucks shall not be permitted to remain parked overnight in any area of the Plaza whether loaded or unloaded, , provided however that subject to governmental laws, codes, rules and regulations (and Landlord in no way represents that such laws, codes, rules and/or regulations permit said overnight parking) Tenant may park one truck overnight at the Plaza in a location determined by Landlord, and

12.4 To keep all garbage and refuse in the kind of container specified by Landlord or garbage service designated by Landlord, and to place the same outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord or garbage service in accordance with all regulations of the public authorities having, or purporting to have, jurisdiction, and

12.5 To keep outside areas adjoining the Demised Premises clean and not to burn, place or permit any rubbish, obstruction, tables, chairs or merchandise in such areas, and

12.6 To keep the Demised Premises clean, orderly, sanitary and free from objectionable odors, and from insects, vermin and other pests and, with affirmative action, not to permit any usage or possession of any illegal substance in, on or upon the Demised Premises. If Tenant is a nail salon or otherwise generates odors from the Demised Premises, then in addition to all other requirements contained in this Lease, Tenant shall use all available methods to prevent the emanation of odors into the adjacent stores throughout the Lease Term, including but not limited to adequate ventilation (which, as a condition of this Lease must be installed prior to Tenant's opening for business), and (to the extent available) the use of odorless products. Tenant's ventilation plans must be provided to Landlord prior to Tenant's opening for business and are subject to Landlord's approval. Failure by Tenant to obtain Landlord's approval shall be deemed an Event of Default by Tenant hereunder. Further, Landlord's approval of said ventilation plans does not constitute a waiver of Landlord's future rights to enforce the provisions of this or any other applicable paragraph in this Lease (i.e. it shall be Tenant's obligation to

ensure that no odors emanate from the Demised Premises into adjacent stores, regardless of Landlord's approval of Tenant's ventilation plans), and

12.7 To require Tenant's principals and Tenant's employees to park their cars only in those portions of the parking areas that may be designated for that purpose by Landlord and that, if Tenant or Tenant's principals or employees violate this provision two (2) or more times in any twelve (12) month period during the Lease Term, Landlord shall first give Tenant written notice of Tenant's violation of this provision, and thereafter, Tenant shall pay Landlord [redacted] per day per car in each such instance. Landlord, also at its option, may have the car towed and Tenant shall be responsible for all costs involved. If in the opinion of Landlord, unauthorized persons are using any of said areas by reason of the presence of Tenant in the Demised Premises, Tenant, upon demand of Landlord, shall enforce such rights against all such unauthorized persons by appropriate proceedings, and

12.8 To keep Tenant's display windows, including window or shadow boxes, in or on the Demised Premises dressed, clean and illuminated and its signs and exterior lights well lighted and clean at all times during the Lease Term during the following hours: Mondays through Thursdays from 11 am through 11 pm; Fridays and Saturdays from 11 am through 1 pm; and Sundays from 12 pm through 8 pm ("Hours of Operation") and to keep the Demised Premises open for business during Hours of Operation and for such additional hours as Tenant may desire, and

12.9 To initially open and continuously operate (except for holidays when the center is closed) one hundred percent (100%) of the Demised Premises, maintaining a full staff of employees and a full and complete stock of merchandise, and if Tenant ceases such operations for a period in excess of thirty (30) days, except on account of casualty, condemnation or bona fide, periodic renovation, then Landlord may terminate this Lease upon thirty (30) days notice to Tenant.

12.10 To conduct its business in the Demised Premises in all respects in a dignified manner and in accordance with high standards of store operation, and

12.11 To comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease and at any time or times and from time to time promulgated by Landlord, which Landlord in its reasonable sole discretion shall deem necessary or appropriate in connection with the Demised Premises, or the building(s) or the Plaza, and

12.12 The Tenant shall forthwith pay all liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character and that Tenant does hereby indemnify Landlord against all legal costs and charges, bond premiums for release of liens, including all attorney's fees of Landlord incurred in and about the prosecution or defense of any suit in discharging the Demised Premises and, alternatively, the Plaza or any part or portion thereof from any liens, charges, judgments, or encumbrances caused or suffered to be caused, directly or indirectly, by Tenant, and that all the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent; Tenant acknowledges and agrees that (a) any Tenant Improvements to the Demised Premises to be performed by Tenant are per Tenant's desire only, and (b) although Landlord may consent to said Tenant Improvements, Landlord in no way requires that said Tenant Improvements be completed unless it is specifically provided herein that said Tenant Improvements are required by Landlord as a condition to this Lease and that an Event of Default shall be deemed to occur by Tenant for failure to complete same, and (c) Landlord's requirement that Tenant open for business shall not be deemed as a requirement to complete any of Tenant Improvements, and (d) Tenant is not in any way acting as Landlord's agent as to said Tenant Improvements, and Landlord shall not be deemed to have received any notices to Tenant unless Landlord shall have actually received a copy of said notice directly from the notifying party. Tenant shall give notice of the foregoing provisions to all parties contracting with Tenant who may otherwise claim potential lien rights against the Demised Premises, and

12.13 Neither Tenant nor anyone claiming by, through or under Tenant shall place any mechanic's lien of any kind or character on the Demised Premises and notice is hereby given that no contractor, subcontractor or anyone else that may furnish any material, service or labor to the Demised

Premises, at any time, shall be, or become, entitled to any lien thereon whatsoever. All persons who may hereafter, during the continuance of this Lease, furnish work, labor, services or materials to the Demised Premises, or any portion of the Plaza upon the request or order of Tenant, or any person claiming under, by or through Tenant, must look wholly to the interest of Tenant and not to that of Landlord. Tenant shall provide notice of these restrictions in advance to any and all contractors, subcontractors, or other persons, firms or corporations that may furnish any such material, service or labor to the Demised Premises. If any such lien be claimed or filed, Tenant covenants, within the time now about to be limited, to cause the Demised Premises and the Plaza to be released from such claim or lien ("Claim"), either through the deposit into court pursuant to statute of the necessary sums of money, or in any other way which is competent legally to effect the release ("Release") of the Demised Premises and the Plaza from the Claim. The time within which Tenant must affect such Release of the Demised Premises and/or the Plaza, as aforesaid, is as follows:

(1) If the Claim shall have been evidenced through the giving of a written notice of lien claim, and if such notice be filed amongst the Public Records of the County in which the Premises is located, then Tenant shall affect such Release from such Claim within thirty (30) days after the time when such Claim shall have been filed amongst the Public Records.

(2) If the Claim be evidenced, without notice having been given as aforesaid, through the filing of a suit in any court having jurisdiction of the subject matter, in which suit the Claim is asserted and sought to be enforced, then Tenant must effect the Release within ten (10) days after the time when service of process shall have been completed against Tenant or Landlord in the suit.

In the event that the Tenant shall violate the terms and provisions of this section 12.12, such violations shall constitute an immediate Default under this Lease.", and

12.14 To warehouse, store, and/or stock in the Demised Premises only such goods, wares, and merchandise as Tenant intends to offer for sale at retail, in, from or upon the Demised Premises (but that the foregoing shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant not located in the Plaza) and that Tenant shall use for office, clerical or other non-selling purposes only such limited space in the Demised Premises as is from time to time reasonably required for Tenant's business in the Demised Premises (unless Tenant's primary use is as an office), and

12.15 To be responsible for and to pay before delinquency all municipal, county or state taxes, assessments, license fees assessed or imposed during the Lease Term against any leasehold interest, trade fixtures, merchandise or personal property of any kind, owned or placed in, upon or about Demised Premises by Tenant, and

12.16 To comply fully with all fire, safety and handicap codes, rules, and regulations, in effect from time to time during the Lease Term, of the public authorities having or purporting to have jurisdiction and to install, keep, and maintain at Tenant's cost and expense any and all systems, equipment and the like or differing required by any of the same, including without limitation, the installation of such fire extinguishers and other safety equipment as Landlord may reasonably require. Notwithstanding the foregoing, the Landlord shall be liable for any such compliance regarding the Americans with Disabilities Act with regard to all aspects of the Plaza outside of the Demised Premises, and similarly, Tenant shall be responsible for such compliance within the Demised Premises. Tenant further agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer that shall impose any duty upon Tenant with respect to the use of the Demised Premises.

Tenant shall and hereby does indemnify Landlord and save it harmless from and against any and all claims, causes of action, actions, damages, liabilities and expenses, including without limitation reasonable attorney fees and costs, in connection with or arising out of or relating to (a) Tenant's failure to comply with any and all federal, state and local laws and ordinances within the Demised Premises, or

(b) Tenant's failure to comply with the Americans With Disabilities Act within the Demised Premises. Tenant shall at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this paragraph, and

12.17 That upon the sale or exchange of the Plaza, not to look to the original Landlord for accountability for or return of any security deposit, unless said sums were not turned over to new owner of Plaza, and

12.18 That it shall, and hereby does by these terms fully absolutely and unconditionally subordinate its rights hereunder to the lien of a mortgage(s), now or hereafter placed against Landlord's or its successor's interest, and alternatively, any or all the buildings now or hereafter built in the Plaza by Landlord and to any and all advances without limitation, made or to be made thereunder and to the interest thereon and to all renewals, modifications, substitutions, replacements, consolidations and extensions thereof and future advances thereunder and that Tenant will in the event of the sale, transfer or assignment of Landlord's interest in the Demised Premises, or all or any portion of the Plaza, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage on the Demised Premises or the Plaza, at the option of the mortgagee the Tenant shall attorn to the respective transferee, assignee or purchaser and recognize such party as Landlord under this Lease (to the extent applicable). Tenant further agrees that upon demand by Landlord that it shall enter into and execute a subordination and attornment agreement. Further, Tenant will from time to time promptly execute upon demand and without charge such documents and instruments in such form and substance as Landlord or its mortgagees or its other lenders may require implementing further, the foregoing subordination and attornment agreement. If Tenant fails to execute and deliver any such documents or instruments within ten (10) days after written request therefore, at Landlord's option, such shall be considered to be an Event of Default by Tenant under this Lease. Further, in the event Tenant fails to timely execute and deliver same to Landlord, then, in that event, Tenant irrevocably constitutes and appoints Landlord with an irrevocable power as Tenant's special attorney in fact to execute and deliver any such documents or instruments, with such power coupled with an interest; and

12.19 To notify Landlord in writing immediately upon any signs of mold or mildew becoming visible and/or otherwise apparent in the Demised Premises, including but not limited to water stains on ceiling tiles and/or discoloration of walls. In the event that such mold or mildew is caused by any acts or omissions of Tenant, its employees, contractors and/or agents, including but not limited to a failure to comply with Tenant's maintenance, repair and/or replacement obligations under this Lease, then Tenant shall immediately remedy said acts and/or omissions and shall be liable to Landlord for the consequences of said acts and/or omissions. In the event Tenant fails to immediately notify Landlord upon any signs of mold or mildew, such shall be considered an Event of Default by Tenant hereunder; and

12.20 To carry all applicable insurance as required under Section 16 hereinafter; and

12.21 To comply with all Rules and Regulations set forth on Exhibit "D" attached hereto.

12.22 That it hereby represents and warrants to Landlord that it is currently and will at all times during the Lease Term be in compliance with any and all applicable laws and regulations concerning its organization, good standing, existence and qualification with respect to the transaction of its business. Tenant further represents that the undersigned is authorized to execute this Lease on behalf of Tenant and that the Tenant will deliver and perform all obligations under the Lease.

13. NEGATIVE COVENANTS OF TENANT.

Tenant agrees that it will not do any of the following without the express, specific prior consent in writing from the Landlord:

13.1 Use or operate any machinery or equipment that, in Landlord's reasonable opinion, is harmful to the building or disturbing to other tenants in the building or the Plaza of which the Demised Premises is a part; nor shall Tenant use any loudspeakers, televisions, phonographs, radios or other like or

differing devices in a manner so as to be heard outside of the Demised Premises, or display or store merchandise on the exterior of the Demised Premises either for sale, promotion or other purpose, and/or

13.2 Do, or suffer to be done, any act, manner or thing objectionable to the fire insurance companies whereby the fire insurance or other insurance now in force or hereafter to be placed on the Demised Premises or any part thereof, or on the building or Plaza of which the Demised Premises is a part shall become void or suspended, or whereby the same shall be rated at a more hazardous risk than at the date when Tenant received possession hereunder; in case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increases of premiums on insurance carried by Landlord on the Demised Premises, or any part thereof, and on the building and Plaza of which the Demised Premises is a part caused by the occupancy or use of Tenant, and/or

13.3 Attach any awnings, antenna or other projections to the roof or the Exterior Walls of the Demised Premises of the building or Plaza of which the Demised Premises is a part, and/or

13.4 Conduct any auction, fire bankruptcy, liquidation, selling-out or like sale, in or about the Demised Premises, and/or

13.5 Execute or deliver any security interest in any trade fixtures or other property placed in or on the Demised Premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed provided Tenant is in good standing under this Lease, has complied with all terms, covenants and conditions hereof, and no event has occurred that with the passage of time, and/or the giving of notice would result in a default hereunder. Notwithstanding the foregoing, however, in no event shall the Demised Premises, the Plaza or the land upon which such improvements are built upon be subordinate or inferior to any leasehold mortgage as aforementioned. In that regard, Tenant, and its leasehold mortgagee, shall be obligated to execute any and all documents reasonably necessary by Landlord or its mortgagee to confirm the superiority of such interests over that of the Tenant and any leasehold mortgagee as contemplated hereby, and/or

13.6 Solicit business or distribute any handbills or other advertising matter in the Common Areas of the Plaza including without limitation, sidewalks, pedestrian walkways, parking areas, and public pay phones within Common Areas, and/or

13.7 Operate more than an aggregate of two of the following: vending machines, pinball machines and/or electronic games and/or similar devices within or without the Demised Premises, except solely for the exclusive use of Tenant's employees, and/or

13.8 Penetrate the roof of the Demised Premises without Landlord's prior written consent. Tenant shall be responsible for the repair of roof leaks caused by such penetration notwithstanding whether Tenant has obtained Landlord's prior written consent thereto, and/or

13.9 To handle, store or dispose of any hazardous or toxic waste or substance upon the Demised Premises which is prohibited by any federal, state or local statutes, ordinances or regulations. Tenant hereby covenants to indemnify and hold Landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liabilities or cleanup costs arising out of Tenant's use, handling, storage or disposal of any such hazardous or toxic waste or substances on the Demised Premises.

14. SIGNS.

Tenant is required to place a sign on the building fascia above the storefront, unless the design and/or location of the Demised Premises are not conducive to the erection of same. Said sign shall be installed within thirty (30) days following the date Tenant opens for business. Tenant shall not exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the Exterior Walls or the outside of the Demised Premises or of the building or the Plaza of which the Demised Premises is a part without first obtaining Landlord's prior, specific written approval thereof; and Tenant further agrees

to maintain each and every sign, lettering and the like as may be approved by Landlord in good condition, working order, and repair at all times. If Tenant does not keep sign in good condition, working order and repair at all times, upon giving Tenant ten (10) days written notice of its election to do so, Landlord will have sign repaired and restored to good working order and invoice Tenant for all charges incurred, [redacted] administrative costs, as Additional Rent. Upon request, Landlord shall deliver to Tenant the "Sign Criteria" acceptable to Landlord. Tenant agrees that Tenant's sign(s) shall comply with the contents of such Sign Criteria. If Tenant erects sign without proper written approval from Landlord, Landlord can remove sign and invoice Tenant for all costs incurred, [redacted] administrative costs, and same shall become due as Additional Rent.

Notwithstanding anything contained in this Paragraph 14 to the contrary, such signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order to erect such sign. In that regard, Landlord makes no representation or warranty as to Tenant's ability to obtain such signage or the availability thereof for Tenant, provided Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, in filing any required applications for governmental approvals for signage (but not with respect to any variance). Unless otherwise instructed by Landlord, Tenant shall, upon the expiration or earlier termination of this Lease, remove its fascia sign(s) and repair all damage to the fascia at Tenant's sole cost and expense. The foregoing does not apply to so-called "box signs" which should remain affixed to the building. Should Tenant fail so to remove said sign and effect said repairs, Landlord may do so, at Landlord's option, collecting in such instance the cost and expense thereof, [redacted] administrative costs, from the Tenant as Additional Rent or as a deduction from Tenant's Security Deposit.

15. DAMAGES TO DEMISED PREMISES.

15.1 In the event of any damage or destruction to the Demised Premises at any time during the Lease Term (whether by casualty or condemnation), and Landlord elects to rebuild the Demised Premises or Plaza, as applicable, in order to enable the Tenant to occupy the Demised Premises in accordance with Exhibit B as contemplated hereby (including all Tenant Work, alterations, betterments, improvement, demolitions and/or additions made by Tenant but paid for by Landlord in accordance with Exhibit B), then, and in that event, Tenant shall repair or rebuild all Tenant Improvements in conformity with the requirements of this Lease, subject to the terms of Paragraph 15.4 hereof. Tenant Improvements shall have the same meaning ascribed to them as in Section 3.2 herein.

15.2 If the Demised Premises are rendered temporarily untenantable as a result of any damage or destruction by fire or other casualty (unless caused by Tenant or its employees or agents' negligence or willful actions), the Base Rent and Additional Rent shall be equitably adjusted to the extent that the Demised Premises are tenantable, and the Base Rent and Additional Rent shall be abated to the extent that the Demised Premises are untenantable, for the period from the date of such damage or destruction until the earlier to occur of: (i) sixty (60) days following the date the Demised Premises are tendered to Tenant to repair Tenant Improvements; or (ii) Tenant opens for business in any portion of the Demised Premises.

15.3 If the Plaza or Demised Premises are substantially damaged or destroyed by fire or other casualty, then Landlord may terminate this Lease by giving Tenant notice ("Casualty Termination Notice") to such effect within one hundred twenty (120) days after the casualty causing such damage. Further, should Landlord fail to deliver possession of the Premises back to Tenant within three hundred and sixty five (365) days after such substantial damage or destruction, then Tenant may terminate this Lease by giving Landlord Casualty Termination Notice at any time thereafter but prior to said delivery. Notwithstanding anything to the contrary herein, the Lease Term shall terminate and expire upon the thirtieth (30th) day after the Casualty Termination Notice is given and Tenant shall vacate the Demised Premises and surrender same to Landlord, on or before said date. The Demised Premises or the Plaza (whether or not the Demised Premises are damaged) shall be deemed substantially damaged or destroyed; (i) if the costs of repair and restoration after insurable casualty occurs is fifty (50%) percent or more of the then full replacement cost of the Demised Premises or Plaza, as applicable; or (ii) if the cost of repair and restoration after any non-insurable casualty occurs is ten (10%) percent or more of the then full replacement costs of the Demised Premises or Plaza, as applicable.

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15.4 If Landlord does not elect to terminate this Lease after a casualty, (a) Landlord shall repair or rebuild the Demised Premises or Plaza, or provide for the repair or rebuilding of the Demised Premises, as applicable, in order to enable Tenant to occupy the Demised Premises as provided in Exhibit B with reasonable dispatch after notice to it of the damage or destruction and the collection of the insurance proceeds attributable to such damage, and (b) Tenant shall restore the Demised Premises and diligently pursue the completion of such restoration in accordance with Exhibit C simultaneous with receipt of tender of possession of the Demised Premises from Landlord, subject to the terms of this Section 15.4. Further, all such work by Tenant shall be deemed Tenant Improvements for purposes of Paragraph 11.1 hereof. The proceeds of policies providing coverage for Tenant Improvements shall be held in trust by Tenant and utilized for the repair, rebuilding or restoration of the Demised Premises. Tenant's obligations hereunder shall include the application of any deductible under the policy insuring the Tenant Improvements towards the repair or restoration of the Demised Premises. Notwithstanding the foregoing, in the event any action or omission by, through or under Tenant results in the denial of coverage by such insurance company, then the condition regarding receipt of insurance proceeds shall not be applicable and Tenant shall be obligated to repair, rebuild or restore the Demised Premises irrespective of the availability of such insurance proceeds.

16. INDEMNIFICATION, PUBLIC LIABILITY AND OTHER INSURANCE.

16.1 Tenant shall and hereby does indemnify Landlord and save it harmless from and against any and all claims, causes of action, action, damages, liability and expense including, without limitation, reasonable attorney's fees in connection with any and all of loss of life, personal injury and damage to property occurring in or about, or arising out of or relating to, directly or indirectly in any manner whatsoever, the Demised Premises occasioned wholly or in part by any negligent act or omission of Tenant, its agents, contractors, customers, principals, directors, officers, or employees.

16.2 Tenant shall at all times during the Lease Term keep and maintain in full force and effect at its sole cost and expense broad form comprehensive general public liability insurance with companies reasonably acceptable to Landlord sufficient to cover such indemnification and naming as insured both Landlord and Tenant with minimum limits of [redacted] dollars on account of bodily injuries to or death as the result of any one accident, occurrence or disaster, and Tenant shall promptly deposit a copy of the original policy or policies or certificates of such insurance with Landlord evidencing such coverage. Further, if, as and to the extent acceptable to Landlord's mortgagee, if any and from time to time, Tenant may carry such insurance under blanket policies.

16.3 Tenant shall at all times during the Lease Term keep and maintain in full force and effect at its sole cost and expense an all risk policy of insurance upon all of the plate glass in the Demised Premises, and upon all Tenant Improvements in and on the Demised Premises, in an amount equal to the replacement costs of such Tenant Improvements. Such policies shall name both Landlord and Tenant as parties covered thereby as their respective interests may appear and to the policy's full extent. Tenant shall furnish Landlord with a certificate of insurance or other evidence acceptable to Landlord that such insurance is in force and evidence acceptable to Landlord that the premiums have been paid by Tenant at least ten (10) days prior to the date Tenant is to open its business in the Demised Premises and show renewal certificates ten (10) days prior to each expiration date of such policies.

16.4 Tenant shall furnish Landlord, prior to Tenant taking occupancy, copies of original policies or certificates of insurance evidencing the coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policies without giving ten (10) days prior written notice thereof to Landlord. Tenant shall furnish Landlord a copy of a renewal certificate prior to the expiration of each policy. All carriers must have a rating by A.M. Best of A-V111 or higher.

16.5 Each party shall include in each of its insurance policies covering loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the other party, or if such waiver should be unobtainable or unenforceable, (a) an express agreement by each party's

insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability covered by the policy, or (b) any other form of permission by each party's insurance company for the failure of the other party. If such waiver, agreement or permission shall not be, or shall cease to be, obtainable, the insured party shall so notify the other party promptly after learning thereof. During any period while the foregoing waiver of right of recovery is in effect, Landlord shall look solely to the proceeds of its property insurance policies to compensate Landlord for any loss occasioned by fire or other insured casualty. During any period while the foregoing waiver of right of recovery is in effect, Tenant shall look solely to the proceeds of such policies to compensate Tenant for any loss occasioned by fire or other insured casualty.

16.6 In addition to the requirements regarding plate glass and Tenant Improvement insurance under Section 16.3 herein, the foregoing insurance policy shall also cover all of Tenant's: trade fixtures, furnishings, wall coverings, interior partitions, carpeting, drapes and equipment for the full insurable value thereof. In the event of loss, Tenant agrees that the proceeds of such insurance shall be used for the repair or replacement of the items so insured.

17. WAIVER OF CLAIMS.

17.1 Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby irrevocably and unconditionally releases all claims for, damage to person(s) or property sustained by Tenant or any person claiming by, through, or under Tenant resulting from a fire, accident, occurrence or condition in or upon the Demised Premises or the building(s) of which it shall be a part, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railing or walks, (ii) any equipment or appurtenance becoming out of repair, (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, sprinkler head or pipe, drain or any other pipe or tank in, upon or about such building or the Demised Premises, (iv) the backup of any sewer pipe or downspouts, (v) the escape of steam or hot water, (vi) water being upon or coming through the roof or any other place upon or near such building or Demised Premises or otherwise, (vii) the falling of any fixtures, plaster or stucco, (viii) broken glass and (ix) any act or omission of co-tenants or other occupants of said building or adjoining or contiguous property or buildings, unless said damage is the direct result of an act of gross negligence on the part of Landlord, Landlord's agents, employees or contractors.

17.2 Landlord shall not be deemed negligent and shall not be liable for damages caused to Tenant as a result of Landlord's failure to install, or Landlord's improper installation of, hurricane shutters and Landlord has no responsibility whatsoever for such installation. Landlord may, at its sole option, deliver hurricane shutters to Tenant for the Demised Premises, and in such event then Tenant shall be responsible for storing said shutters within the Demised Premises and for returning said shutters to Landlord in good working order, normal wear and tear excepted, upon the expiration or earlier termination of this Lease.

18. TRADE FIXTURES AND PERSONAL PROPERTY

18.1 Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Demised Premises shall remain the property of Tenant. Landlord agrees that Tenant shall have the right, provided Tenant is in good standing under this Lease, and has performed and complied with all of the terms, covenants and conditions hereof, and no event has occurred that with the passage of time and/or the giving of notice would result in an Event of Default by Tenant hereunder, and provided (at Landlord's option) Tenant restores the Demised Premises to the condition it was in prior to Tenant occupying the Demised Premises, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the Demised Premises, including without limitation, counters, shelving, showcases, mirrors and other movable personal property. All trade fixtures, signs and other personal property installed in or attached to the Demised Premises by Tenant must be in conformance with all applicable building codes and city regulations.

18.2 All improvements to the Demised Premises by Tenant, including but not limited to mechanical systems, light fixtures, floor coverings and partitions and any other items comprising Tenant's work but excluding removable trade fixtures and signs, shall (at Landlord's option) become the property of Landlord upon expiration or earlier termination of this Lease.

19. ESTOPPEL CERTIFICATE.

19.1 Tenant shall at any time and from time to time, without charge, within ten (10) days after receipt of written notice from Landlord or any mortgagee of Landlord, execute, acknowledge and deliver to Landlord or such mortgagee, a statement in writing (i) certifying that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any; (ii) certifying that there has been no assignment or other transfer by Tenant of this Lease, or any interest therein; and (iii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder and that Tenant has no right of offset, counterclaim or deduction against rental, or specifying such defaults if any are claimed together with the amount of any offset, counterclaim or deduction alleged by Tenant. Any such statement may be relied upon by any prospective purchaser or lender upon the security of the real property of which the building and their Demised Premises are a part. In the event Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney in fact to execute and deliver any such documents or instruments.

19.2 Provided Tenant is in good standing under the terms of this Lease and has complied with each and every covenant and condition hereof, and no event has occurred that with the passage of time and/or the giving of notice would result in a default hereunder, Landlord agrees, upon written notice from Tenant, to execute, acknowledge and deliver to Tenant a statement in writing certifying that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect, if appropriate (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect, if appropriate) and the dates to which rental and other charges are paid in advance, if any.

20. EVENTS OF TENANT DEFAULT.

In addition to certain events specified under this Lease, the occurrence of any one or more of the following, not cured within an applicable cure period, if any, shall constitute an "Event of Default" by Tenant hereunder:

20.1 Failure of Tenant to commence business within the time period specified herein, alternatively,

20.2 Substantial discontinuance by Tenant of the conduct of its business in the Demised Premises, alternatively,

20.3 The filing of a voluntary petition by Tenant under any chapter of the United States Bankruptcy Code; or the filing of an involuntary petition by one or more creditors against the Tenant under any chapter of the United States Bankruptcy Code; or the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of all or substantially all of the property of Tenant by any governmental officer or agency pursuant to the statutory authority for the dissolution or liquidation of Tenant, alternatively,

20.4 Failure of Tenant to pay when due any installment of Base Rent or Additional Rent hereunder or any other sum hereunder required to be paid by Tenant after all applicable grace periods set forth herein, if and as applicable, alternatively,

20.5 Vacation, abandonment or desertion of the Demised Premises or permitting the same to be empty and unoccupied (excluding routine closing periods), alternatively,

20.6 Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Demised Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rent which may become due during the Lease Term, alternatively,

20.7 Tenant's failure to perform or abide by any other term, provision, covenant, agreement, undertaking or condition of this Lease within fifteen (15) days after notice, shall constitute an Event of Default. In the event that Tenant, in good faith, shall begin to remedy a non-monetary default within such fifteen (15) day period and shall proceed immediately, expeditiously, continuously, and diligently to cure fully and completely, then Tenant shall have an additional forty-five (45) days to so cure. In any event, should Tenant fail to fully and completely cure within sixty (60) days after notice, then such failure shall constitute an Event of Default.

21. RIGHTS OF LANDLORD UPON AN EVENT OF DEFAULT BY TENANT.

21.1 If an Event of Default by Tenant occurs, then the Landlord, in addition to all rights and remedies granted under the laws of the State of Georgia shall have any and all of the following rights:

21.1.1 After service of notice and by legal process, and without Landlord or its agents being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned hereby, Landlord may re-enter and remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse, sidewalk or elsewhere at the cost of and for the account and sole risk of Tenant. Tenant hereby absolutely waives all claims for damages related, directly or indirectly, to any of the same, and/or

21.1.2 To terminate the Lease and re-let the Demised Premises for the account of the Landlord or within the sole discretion of Landlord the Demised Premises may be re-let for the account of the Tenant, and/or

21.1.3 If any part or portion of the Base Rent or Additional Rent payments agreed to be treated as rent shall remain due and unpaid for five (5) days or if an Event of Default by Tenant has occurred under the Lease and all applicable cure periods have expired, then Landlord shall have the option of terminating this Lease and declaring the balance of the entire unpaid Base Rent or Additional Rent for the Lease Term to be accelerated and to be immediately due and payable. Landlord may then proceed immediately to collect all of the unpaid rent called for by this Lease by distress or otherwise, without prejudice to Tenant's obligation for all such accelerated rent should Tenant fail then to pay the balance of the entire rent for the entire rental term. For purposes of this Paragraph, said balance means the entire Base Rent and Additional Rent for the balance of the Lease Term.

21.1.4 If Tenant receives any concessions from Landlord at the commencement of the Lease Term, whether such concessions are in the form of free or reduced rent from any time after the Beginning Date and/or construction contributions in the form of cash or rent credits, then in the event of an uncured Event of Default by Tenant in addition to any and all other remedies available to Landlord, such concessions shall be deemed as Additional Rent immediately due and payable to Landlord.

21.1.5 To receive reimbursement by Tenant of all unamortized brokerage fees incurred by Landlord in entering into this Lease (i.e. (a) the total brokerage fee paid by Landlord multiplied by (b) one minus (i) the number of monthly rental payments received by Landlord divided by (ii) the number of rental payments due to Landlord over the Initial Lease Term) and all legal fees incurred by Landlord in negotiating and entering into this Lease.

21.2 Tenant agrees to pay all reasonable costs, whether or not otherwise considered "court costs", and reasonable expenses of collection and reasonable attorneys fees, including any costs and/or attorneys

fees incurred prior to commencing suit, during litigation, at all appellate levels, in connection with any bankruptcy filing by Tenant and for all efforts and methods of collecting any unpaid debt or judgment against the Tenant.

21.3 The parties hereto shall, and they hereby do, irrevocably waive trial by jury in any and every action or proceeding brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and any claim for injury or damage. In the event Landlord commences any proceeding, whether or not for nonpayment of rent, any Additional Rent, or otherwise, Tenant shall not interpose, and hereby irrevocably waives the right to, any counterclaim of whatever nature or description in any such proceeding(s). The provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the Tenant's right to assert claims, if any, in any separate action or actions brought by Tenant.

21.4 Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of the Demised Premises, by reason of an Event of Default by Tenant of any of the terms, covenants or condition of this Lease.

21.5 In any action for eviction instituted by Landlord hereunder, Tenant may not assert any defense to such eviction until such time as Tenant has paid into the Registry of the Court all accrued and unpaid rents. Tenant must then continue throughout the litigation to pay all rents as they became due into the Registry of the Court.

22. CUSTOM AND USAGE.

22.1 It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times.

22.2 The waiver by Landlord of any breach of any term, provisions, covenant, agreement, undertaking, or condition contained in this Lease shall absolutely not be deemed to be a continuing waiver of any such or of any subsequent breach of the same or any other like or differing term, provision, covenant, agreement, undertaking, or condition contained in this Lease. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, provision, covenant, agreement, undertaking, or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, absolutely regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, provision, covenant, agreement, undertaking, or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be specifically set forth in writing and signed by Landlord.

22.3 In the event that in this Lease it is provided that the exercise of any right by Tenant or the performance of any obligations of Tenant shall be subject to the consent or approval of Landlord and that the consent or approval of Landlord shall not be unreasonably withheld or delayed, Landlord shall respond to Tenant's written request within thirty (30) days. Any such determination by Landlord shall be conclusive upon Tenant unless, however, Tenant shall within twenty (20) days after notice from Landlord of is determination, file an equitable action in the appropriate court in the county in which the Plaza is located seeking injunctive relief from Landlord's determination, which such injunctive relief shall be the sole remedy of Tenant for any such denial or withholding of consent or approval by Landlord. In the event that any action for injunctive relief shall be filed by Tenant pursuant to the provisions of this paragraph, the sole issue to be submitted to the court shall be the determination as to whether the denial or withholding of consent or approval was reasonable, it being the intention of the parties hereto (as to which they are conclusively bound) that in no event shall any such denial or withholding of consent or approval by Landlord, or any decision of any court with respect thereto (i) impose any financial liability upon or

result in any damages being recoverable from Landlord, and/or (ii) create any right cognizable or remedy enforceable in favor of Tenant and against Landlord in law or equity (except as aforesaid) or under any special statutory proceeding or at all.

23. SURRENDER AND HOLDING OVER.

23.1 Tenant, upon expiration or termination of this Lease, whether by lapse of time or otherwise, agrees to surrender peaceably to Landlord the keys and the Demised Premises in broom clean condition and in good working order and repair and as required by this Lease. In the event that Tenant shall fail to surrender the Demised Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, for all the time Tenant shall so retain possession of the Demised Premises or any part or portion thereof, an amount equal to the two hundred percent of the Base Rent specified herein, as applied to such period, as well as all other Additional Rents, as specified herein.

23.2 If Tenant remains in possession of the Demised Premises with Landlord's written consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Demised Premises as a Tenant at Will from month to month, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and conditions of this Lease.

23.3 If Tenant remains in possession of the Demised Premises without Landlord's consent, Tenant shall be deemed to be occupying the Demised Premises as a Tenant at Sufferance, subject otherwise to all terms, provisions, covenants, agreements, undertakings, and conditions of this Lease.

24. CONDEMNATION.

Tenant hereby waives any claim of loss or damage to Tenant or right or claim to any part of the award as the result of the exercise of the power of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or portion of all of the Demised Premises or any part or portion of the parking area or of the service entrances or exits of the Plaza or any part thereof. Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless and until the building or Plaza in which the Demised Premises is located shall be substantially demolished. Upon the occurrence of such event, the rents herein provided shall proportionately abate. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of this Lease Term or otherwise. Notwithstanding the above, Tenant may bring a separate claim for a separate award against the condemning authority so long as such claim or award does not diminish or affect Landlord's award.

25. LANDLORD'S LIABILITY.

Notwithstanding any provision contained in this Lease or elsewhere now or hereafter to the contrary, Tenant agrees and acknowledges that Tenant shall look solely and only to Landlord's interest in the Plaza in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease on the part of the Landlord to be performed or observed; and no other assets whatsoever of Landlord shall be subject to liability, levy, execution, or other judicial process or award for the satisfaction of Tenant's claim(s) of any kind or sort whatsoever.

26. NOTICES.

Wherever in the Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to one or the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, or by hand, or by a nationally recognized overnight courier (for example but not limited to: UPS/Federal Express/DHL) addressed to the addresses of the parties set forth on the Lease Face Page(s). Notices shall be deemed given upon receipt or upon refusal to accept same or if either party moves without notice, then upon the date delivery was first attempted. Either party may change such address by written notice by certified or registered mail to the other.

27. SEVERABILITY.

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

28. SUCCESSORS AND ASSIGNS.

28.1 All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assigns of said parties, and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein; and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and such notice shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been specifically approved by Landlord in writing as set forth elsewhere herein.

28.2 Notwithstanding anything contained herein to the contrary, Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Demised Premises without the prior written consent of Landlord in each instance, which consent shall be subject to the terms and conditions hereinafter set forth, but not to be unreasonably withheld or delayed. Landlord's consent shall be reasonably withheld if, among other things, Landlord is not assured that substantially the same type, class, nature and quality of business, merchandise, services and management, including, without limiting the generality of the foregoing, similarity and nature, type, quality, retail price structure and volume of merchandise, goods or services sold or offered for sale, and prestige, reputation and financial soundness of ownership and management, is maintained and will continue to be furnished in a manner compatible with the high standards contemplated by this Lease, and provided further that each and every right, remedy or benefit offered Landlord by this Lease, is not or will not be impaired or diminished. Notwithstanding assignor's continuing liability hereunder, the financial ability of any proposed assignee, and of the required sureties, shall be deemed to be material in Landlord's consideration of any proposed assignment. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or sublet or transfer by operation of law. If this Lease be assigned, or if the Demised Premises or any part thereof be underlet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease (even if consented to by Landlord or permitted by the terms of this Lease), Tenant shall remain fully liable on this Lease and shall not be

released from performing any of the terms, covenants and conditions of this Lease and any such assignee or subtenant shall be bound by all of the terms, covenants and conditions of this Lease, including but not limited to the restrictions as to Tenant's Use.

If Tenant is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), then for purposes of this Lease, any sale, transfer or assignment of a majority of the issue of outstanding stock of Tenant or the sale, transfer or assignment of a majority of Tenant's assets shall be deemed an assignment under this Lease.

Any attempted assignment, pledge or encumbrance of this Lease or subletting of all or a portion of the Demised Premises by Tenant without the prior written consent of Landlord, or as otherwise expressly provided for and permitted by the terms of this Lease, shall be null and void and any attempt by Tenant to assign, pledge or encumber this Lease or sublet a portion or all of the Demised Premises without the prior written consent of Landlord shall constitute an Event of Default by Tenant of this Lease.

In the event Tenant shall desire to sublet the Demised Premises, in whole or in part, or assign Tenant's interest under this Lease, in whole or in part, Tenant shall give Landlord not less than thirty (30) days prior written notice. Such notice shall set forth all pertinent business terms of the proposed assignment or subletting as well as the name and address of the proposed assignee or sublessee, information as to financial condition of such assignee or sublessee and proposed use which assignee or sublessee desires to make of the Demised Premises. Such notice shall bear the signature of the proposed lessee or assignee attesting to its accuracy. Tenant shall in addition, at Landlord's request, furnish such other information as Landlord may reasonably request concerning such proposed assignment or subletting. All requests for assignment and/or sublet shall be accompanied by a [redacted] fee to cover, amongst other things, Landlord's costs of reviewing such request, obtaining mortgagee approval of such request, and Landlord's legal fee. Such [redacted] fee shall be returned to Tenant should Landlord deny such assignment or sublet. Such refund shall occur on or about the twenty-first (21st) day following such denial (unless Tenant shall provide written notice to Landlord of its waiver of rights to bring an equitable action under Section 22.3 hereof, in which case the fee shall be promptly returned thereafter) provided, however, that if Tenant shall exercise its rights under Section 22.3 hereof then Landlord shall retain such [redacted] pending a final determination and shall return the fee only if Tenant's request for assignment and/or sublet is ultimately denied.

29. QUIET ENJOYMENT

Upon payment by the Tenant of the rent herein provided, and upon the observance by Tenant of each and every one of the terms, provisions, covenants, agreements, undertakings, and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Demised Premises for the Lease Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to each and every one of the terms, provisions, covenants, agreements, undertakings and conditions of this Lease.

30. FORCE MAJEURE.

30.1 Landlord shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond Landlord's absolute control which shall include, without limitation, all labor disputes, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, delays, orders, moratoriums or controls, significant tropical disturbances, fire or other casualty, inability to obtain any material, services or financing or through Acts of God.

30.2 The terms of Paragraph 30.1 hereof regarding force majeure shall be applicable to Tenant solely with regard to non-monetary issues. For all monetary issues, there shall be no events of force majeure and no excuse for delay permitted in connection with the obligation of Tenant to pay any sums required hereunder.

31. SCOPE AND INTERPRETATION OF THE LEASE AND THE EXHIBITS.

31.1 This Lease and the Exhibits attached hereto constitute the entire understanding and agreement of the Landlord and Tenant with respect to the Demised Premises, and there are no agreements, understandings, restrictions, representations or warranties between or among the parties other than those set forth in this Lease and the Exhibits attached hereto. All negotiations and oral agreements acceptable to both parties are included herein. There are no verbal understandings not contained herein. The laws of the State in which the Plaza is situated shall govern the validity, interpretation, performance and enforcement of this Lease. Neither this Lease nor any memorandum or synopsis hereof may be recorded, and any recording in violation hereof shall be but a nullity and shall constitute an Event of Default by Tenant hereunder. The parties intend that there be no third party beneficiaries to this Lease, except only for Landlord's mortgagee(s) or other lender(s).

31.2 Landlord reserves the absolute right to effect such other tenancies in the Plaza as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interest of the Plaza. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or number of tenants shall during the Lease Term occupy space in the Plaza.

32. LANDLORD'S FINANCING.

Financial Statements: From time to time, upon written request by Landlord, Tenant shall deliver to Landlord financial statements certified by Tenant's chief financial officer and in compliance with GAAP accounting practices. Landlord shall not disclose such financial statements to any other parties with the exception of Landlord's mortgagee, potential mortgagee, potential purchaser of the Plaza, and/or their respective attorneys.

33. Intentionally omitted

34. HAZARDOUS WASTE.

34.1 Tenant hereby agrees that they will not cause or permit to occur, and shall not permit to exist, any condition which may cause a discharge of any hazardous substance at, upon, or within the Plaza, or any contiguous real estate. Tenant further agrees that they will not be involved in any operations at or near the Plaza, which operations could lead to, (i) the imposition of liability under the Hazardous Waste Laws on owner, Landlord, mortgagee(s) of the Property or their subsequent successors or assigns, or (ii) the creation of a lien on the Property under the Hazardous Waste Laws or under any similar laws or regulations.

34.2 In the event a hazardous discharge occurs, Tenant shall comply strictly and in all respects with the requirements of the Hazardous Waste Laws and related and similar regulations. Tenant agrees to forward copies of all orders, notices, permits, applications, or other communications and reports in connection with any discharge, suspected discharge or presence of any hazardous substance or any other matters relating to the Hazardous Waste Laws or any similar laws and regulations, as they may affect the Demised Premises or the Plaza, to the Landlord.

34.3 In the event Landlord, with reasonable cause, suspects a violation of this clause, Tenant agrees, upon written request from Landlord, to submit an engineers report, at Tenant's sole expense, from a certified environmental engineer, acceptable to Landlord, showing that Tenant is conducting its operations in a manner most effective in avoiding any violations to any and all Hazardous Waste Laws and related and similar laws and regulations, and that no violation has taken place.

34.4 Tenant hereby indemnifies, saves, defends and holds harmless, Landlord, Owner, mortgagee(s), representatives of each, and their subsequent successors and assigns (Indemnified Persons), from and against the full amount of any and all losses, liabilities, obligations, damages, penalties, claims, actions, suits, costs and expenses, including but not limited to, clean-up of hazardous substances, attorney's fees and all other professional or consultants expenses incurred in investigating, or preparing

for or defending against any action or proceeding, whether actually commenced or threatened, which may be asserted against any Indemnified Persons due to any violation of this covenant.

34.5 In the event that any current or future mortgagee of Landlord requires precautionary monitoring, testing or their measures with respect to hazardous materials due to Tenant's use of the Demised Premises, then Tenant shall cooperate fully with such monitoring, testing and/or other measures and shall reimburse Landlord for the costs of such monitoring, testing and/or other measures.

35. OPTIONS.

Provided the Lease is in good standing and no Event of Default by Tenant exists hereunder and no event has occurred that with the passage of time and/or the giving of notice would result in an Event of Default by Tenant hereunder, Landlord hereby gives and grants to Tenant the right, privilege and option of extending this Lease in accordance with the Option(s) to Renew set forth on the Lease Face Page(s). The first extended term shall commence from the date of the expiration of the Initial Lease Term. In order to exercise the option herein granted, Tenant must give Landlord written notice of Tenant's intention to exercise the option to extend not less than six (6) months prior to the expiration of the then expiring term. Failure to give any such notice shall be deemed a waiver of Tenant's right to exercise this option and shall conclusively make the remaining option(s) to extend, if any, null and void. All of the terms, covenants and conditions of this Lease shall apply during the Initial Lease Term and the extended term(s), and the Base Rent during the Initial Lease Term and extended term(s) shall continue to be adjusted on the "Rent Adjustment Dates" as provided for in this Lease. All renewals and extensions under this Lease shall be deemed to be included in the definition of Lease Term as set forth herein.

36. BROKERS.

36.1 Tenant and Landlord represent and warrant each to the other that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agree to indemnify each to the other against, and hold the other harmless from, all liabilities arising from any such claim, including reasonable attorney's fees as a result of any action taken by the offending party. This does not apply to Retail Leasing Advisors, LLC, representing Landlord, who as the recognized broker in this transaction, is to be compensated by Landlord as per a separate agreement.

37. CAPTIONS.

Any heading preceding the text of several paragraphs and subparagraphs hereof are inserted solely for the convenience of the reference and shall not constitute a part of this Lease nor shall any of the same affect its meaning construction, or effect.

38. ATTORNEYS FEES.

Tenant agrees to pay all reasonable costs, whether or not otherwise considered "court costs", and reasonable expenses of collection and reasonable attorneys fees, including any costs and/or attorneys fees incurred prior to commencing suit, during litigation, at all appellate levels, in connection with any bankruptcy filing by Tenant and for all efforts and methods of collecting any unpaid debt or judgment against the Tenant.

In the event of any litigation (including all appeals) arising out of this Lease and involving Landlord and Tenant, the prevailing party shall be entitled to receive all costs incurred, including reasonable attorney's fees.

39. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM WAIVER OF JURY TRIAL.

This Lease shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Georgia without regard to the conflict of law

principles thereof. Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Lease, or in respect of the transactions contemplated thereby, whether in tort or contract or at law or in equity, exclusively in the circuit court of The County in which the Premises is located (the "Chosen Court"). Solely in connection with such actions, proceedings and claims, the parties irrevocably submit to the jurisdiction of the Chosen Court, and agree not to assert as a defense in any such action, suit or proceeding that such party is not subject to the jurisdiction of the Chosen Court, that such action, proceeding or claim may not be brought or is not maintainable in the chosen courts, that venue is not appropriate in the Chosen Court, or that this Agreement may not be enforced in the Chosen Court.

Each party acknowledges and agrees that any controversy that may arise under this Lease is likely to involve complicated and difficult issues, and therefore each such party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Lease or the transactions contemplated by this Lease. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and (iv) each party has been induced to enter into this Lease by, among other things, the mutual waivers and certifications in this section.

40. BINDING EFFECT.

The presentation of this Lease to Tenant does not constitute an offer. This Lease shall not be valid or binding against any party unless and until it is executed by all parties.

41. NO REPRESENTATIONS.

Tenant hereby acknowledges and agrees that neither Landlord nor Landlord's agents (including Landlord's managing or management agents, leasing agents, contractors and/or Landlord's attorney) or employees has made any representations, promises or other inducements to Tenant's execution of this Lease except as specifically provided herein, and no future statements, representations or warranties of Landlord, its agents or employees shall be binding upon Landlord unless they are in writing and executed by Landlord.

Tenant further acknowledges and agrees that in all cases, if any, in which Landlord's consent and/or approval has been provided to Tenant in this Lease, except where otherwise specifically provided in writing in the Lease, said consent and/or approval is subject to Tenant (at its sole cost and expense) obtaining all necessary governmental and quasi-governmental approvals, and Landlord makes no representation whatsoever as to, and this Lease is in no way contingent upon the governmental and/or quasi-governmental approval process or as to Tenant's ability to obtain all necessary governmental and/or quasi-governmental approvals, and Landlord shall not be liable for Tenant's inability to obtain such approvals.

42. **ANTI-TERRORISM REPRESENTATIONS.**

42.1 Tenant is not, and shall not during the term of the Agreement become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively "Prohibited Persons").

42.2 To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the

demised premises. Tenant will not in the future during the term of the Agreement engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the demised premises.

42.3 Breach of these representations constitutes a material breach of this Lease and shall entitle Landlord to any and all remedies available hereunder, or at law or in equity.

IN WITNESS WHEREOF, this STANDARD SHOPPING CENTER LEASE has been duly signed by the Landlord and Tenant below:

Witness As To Landlord:

_____

_____

LANDLORD: III T Kennesaw, LLC

By:_____

Print Name/Title:_____

Date:_____

Witness As To Tenant:

_____

_____

TENANT: Big Pie In The Sky Pizzeria, LLC

By:_____

Print Name/Title:_____

Date:_____

EXHIBIT "A"

SITE PLAN

EXHIBIT "B"

LANDLORD'S WORK

The area designated as the Demised Premises on the Site Plan attached as Exhibit "A" to the Lease shall be accepted by Tenant in its existing "as-is" condition.

Landlord shall deliver the HVAC, grease trap and plumbing in good working order. In the event that any major repairs or replacements (ie. where "major" is defined as any individual repair or replacement costing in excess of [redacted]) are required within the first twelve (12) months following the Beginning Date, then Landlord shall perform said major repairs and replacements promptly following written notice to Landlord of same.

All repairs and/or alterations, whether required by a governmental agency or for any other reason whatsoever, will be performed at the sole cost and expense of the Tenant.

EXHIBIT "C"

TENANT'S WORK

All Tenant's Work shall conform to all applicable governing codes and shall include the work listed below. **Any work required that is not listed in Exhibit "B" shall be Tenant's Work.**

1. Construction:

   (a) Interior partitions, doors and windows (if applicable).
   (b) Any wall and floor finishes.

2. Electrical:

   (a) Any and all electrical work required by Tenant which is not Landlord's obligation as per Code or Exhibit "B".
   (b) Telephone installation.

3. Plumbing (Typically applies to new construction):

   (a) **TENANT SHALL PAY ANY AND ALL WATER AND/OR SEWER CHARGES (INCLUDING ERC FEES, HOOK-UP FEES AND ANY OTHER CONNECTION FEES) IMPOSED BY THE LOCAL GOVERNING AUTHORITY AND WILL REIMBURSE TO LANDLORD THE AMOUNT PAID BY LANDLORD ON TENANT'S BEHALF, IF APPLICABLE.**

   (b) **LANDLORD SHALL PAY ANY AND ALL IMPACT FEES AND/OR SIMILAR CHARGES IMPOSED BY THE APPLICABLE GOVERNING AUTHORITY FOR A STANDARD RETAIL/OFFICE USE. IN THE EVENT THAT AS A RESULT OF TENANT'S USE OF THE PREMISES, SUCH IMPACT FEES AND/OR SIMILAR CHARGES EXCEED THE AMOUNT REQUIRED TO BE PAID BY LANDLORD PURSUANT TO THE PRECEEDING SENTENCE, THEN TENANT SHALL PAY SAID EXCESS AND/OR REIMBURSE LANDLORD FOR SAME TO THE EXTENT PAID BY LANDLORD ON TENANT'S BEHALF.**

   (c) Provide and install water meter (if applicable).

4. Tenant will furnish one complete set of store plans with specifications to the Landlord for Landlord's approval.

5. If the Demised Premises is to be used as a restaurant or any facility that serves food or beverage items, Tenant must waterproof the kitchen walls to a height of no less than 18" above floor level in a manner as is reasonably acceptable to Landlord. Written proof of this must be provided to the Landlord in writing within fourteen (14) days of occupancy of the space.

6. Tenant will pay for any utility charges associated with the Demised Premises during and after Tenant's construction of the Demised Premises.

7. Tenant will require any contractor or sub-contractor to remove and dispose of, at least once a week, all debris and rubbish caused by the Tenant's Work and upon completion to remove all temporary structures, debris and rubbish of whatever kind remaining on any part of the Plaza.

13. Tenant shall not place, suffer or permit displays or decorations on the sidewalks in front of or at the rear of the Demised Premises or on or upon any of the parking or other Common Areas of the Plaza.

14. Tenant shall not affix or place any signs notices, advertisements or materials of any kind in its storefront window without the prior written consent of Landlord, except as specifically allowed under Tenant's Lease.

15. No tenant shall enter upon or attempt to enter upon the roof, or equipment or power rooms in the Plaza.

16. The Landlord reserves the right to make such other reasonable Rules and Regulations from time to time as is determined to be necessary or appropriate for the safety, care, protection, cleanliness, and good order of the Plaza and its Tenants. Any such other Rules and Regulations shall be binding upon each Tenant with the same force and effect as if the same had been included herein and in existence at the time the Tenant acquired his interest in the Demised Premises. The Landlord further reserves the right at any time to modify or revoke an existing Rule or Regulation.

EXHIBIT "D"

RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Demised Premises, including loading and unloading of goods, shall be made only by way of the rear of the Demised Premises (unless the Demised Premises does not have a rear entrance) or at any other location designated by Landlord; trailers and/or trucks servicing the Demised Premises shall remain parked in the rear of the Plaza only during those periods necessary to service Tenant's operations, but in no event shall such trailers or trucks remain parked at the Plaza overnight or beyond the closing hour of the Plaza.

2. All garbage and refuse shall be placed in the container (all boxes shall be flattened prior to placement in container) at the locations within the Plaza and reasonably proximate to the Demised Premises designated by Landlord, for collection (at time specified by Landlord) by contractors, as may from time to time be designated by Landlord.

3. No radio, television, phonograph or other similar devices shall be used in a manner so as to be heard outside of the Demised Premises.

4. Tenant shall not use the Common Areas or Exterior Walls of the Plaza, or any portion of the Plaza outside of the Demised Premises, for business, advertising or promotional purposes unless permitted by Landlord in writing. Subject to section 12.3 of the Lease, all vehicles containing signs or other advertising medium shall be parked at all times at the rear of the Plaza, and shall not remain parked in the Plaza overnight or beyond the closing hour of the Plaza.

5. Tenant and Tenant's employees shall park their cars only in those portions of the parking areas (which may be) designated for that purpose by Landlord if Landlord deems it to be in the best interests of the tenants at the Plaza.

6. The plumbing facilities within or servicing the Demised Premises shall not be used for any purposes other than for which they were constructed.

7. Tenant shall not use, permit or suffer the use of any portion of the Demised Premises as living, sleeping or lodging quarters.

8. All mechanical equipment and machinery will be kept free of noise and vibrations which may be transmitted to any part of the walls or building in which the Demised Premises are located or beyond the confines of the Plaza.

9. No odors or vapors or noise will be permitted or caused to emanate from the Demised Premises which would adversely or unreasonably affect other tenants of the Plaza.

10. The Landlord, at its option and from time to time, may, at the expense of the Tenant, employ a pest extermination contractor at market competitive costs to service the Demised Premises at such intervals as Landlord may require, and Tenant shall permit said contractor to enter the Demised Premises to perform pest extermination services.

11. No automobiles, trucks or other vehicles may be stored on the Plaza, or may be parked on the Plaza which are not capable of being run under their own power.

12. Tenant will not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising or promotional materials or devices on any vehicles parked in the parking areas of the Plaza, whether belonging to Tenant or to Tenant's agent or to any other person.

8. Tenant and/or Tenant's contractors and subcontractors shall be required to provide, in addition to the insurance required to be maintained by Tenant, the following types of insurance and the following minimum amounts naming Landlord and any other persons having interest in the whole Plaza as additional insureds as their interest may appear, issued by companies approved by Landlord.

   (a) Workmen's Compensation coverage with limits of at least [redacted] for the employer's liability coverage thereunder.

   (b) Builder's Risk-Completed Value fire and extended coverage covering damage to the construction and improvements to be made by Tenant in amounts at least equal to the estimated completed cost of said construction and improvements with 100% coinsurance protection.

   (c) Automobile Liability coverage with bodily injury limits of at least [redacted] per person. [redacted] per accident, and [redacted] per accident for property damage.

   Original or duplicate policies for all of the foregoing insurance shall be delivered to Landlord before Tenant's Work is started and before any contractor's equipment is moved to any part of the whole Plaza. In all other respects the insurance coverage above mentioned shall comply with the provisions of this Lease.

9. All work done by Tenant to be by licensed contractors. Landlord may post notice of non-responsibility for Tenant's work.

10. In the event Tenant should elect to hire Landlord's General Contractor to perform Tenant's Work, and said act creates a "co-mingling" of Landlord and Tenant's Work that may result in the delay of the completion of Landlord's Work in accordance with Exhibit "B", Tenant agrees to notify Landlord so that the parties may agree to a revised Beginning Date.

11. Notwithstanding anything in the Lease to the contrary, Tenant shall not at any time make any alterations, improvements, demolitions and/or other modifications to the Demised Premises which would directly or indirectly cause the building containing the Demised Premises and/or the Common Areas and/or any other portion of the Plaza to be in violation of any applicable governmental and/or quasi-governmental laws, codes, rules and/or regulations including but not limited to the Americans with Disabilities Act.

^^

EXHIBIT "F" - EXCLUSIVE CLAUSE

Notwithstanding anything to the contrary contained herein, provided Tenant is in good standing and has not at any time during the course of this Lease been in default, whether or not cured, of the terms, covenants or conditions of this Lease, Landlord agrees that it shall not, during such period of time as Tenant is open, operating, and fully stocked for business, enter into any lease with any other tenant in the Plaza wherein such lease shall provide that such other tenant shall have the right to operate an Italian restaurant and/or pizza restaurant as its main line of business. The provisions hereof shall be subject and subordinate to the terms, covenants, and conditions of any existing leases and renewals thereof and any governmental rules, statues, ordinances or law (including "case" law) which shall prohibit or prevent the Landlord from carrying out or enforcing the provisions hereof or of any other tenant's lease. Neither the provisions of this paragraph nor the prohibitions on Landlord as contained herein shall be applicable with respect to any lease previously entered into by Landlord or with respect to any renewal of such lease or modification or amendment of such lease or the execution of a new lease with such existing tenant or such tenant's successors or assigns, or with respect to a new tenant that purchases the stock or the assets of an existing tenant, or their successors or assigns. Tenant's sole and exclusive remedy in the event of a violation of this Exclusive Clause shall be to terminate the lease by providing written notice of termination to Landlord within fifteen (15) days of Tenant first becoming aware of such violation. Further, the provisions of this paragraph do not apply to any property within the Plaza owned by any entity other than Landlord, nor to any Tenant leasing at least fifteen thousand (15,000) square feet in the Plaza. Tenant hereby acknowledges that the Use clause on the Lease Face Page and the Exclusive Clause granted in this Exhibit "F" are independent of each other, and that any definition of Use, clarification of Use, example of Use or other aspect of Use has absolutely no relevance or bearing on the exclusive rights granted above.

EXHIBIT "E"

GUARANTY

In consideration for the execution of the Lease by Landlord, the undersigned Guarantor(s), hereinafter with its successors, assigns and legal representatives, jointly and severally, unconditionally and irrevocably guarantee the full payment of all indebtedness coming due from time to time under the Lease as well as the full, prompt, punctual and faithful performance of all other covenants and obligations of Tenant under the Lease. If Tenant holds over beyond the term of the Lease, Guarantor's obligations hereunder shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any such modification thereof.

(1) **Payment and Performance Guaranty.** In the event that Tenant fails to pay any sums due under the Lease, or perform, satisfy, or observe the terms and conditions required to be performed under the Lease, the Guarantor(s) will promptly and fully pay, perform, satisfy, and observe the obligations in the place of the Tenant. In such event, the obligations hereby guaranteed shall become immediately due and payable by Guarantor(s) to Landlord.

(2) **Unconditional Obligations.** The liability of the Guarantor(s) is direct, immediate, absolute, continuing and unconditional and the Landlord shall not be required to pursue any remedies it may have against the Tenant as a condition to enforcement of this Guaranty, nor shall the Guarantor(s) be discharged or released by reason of the discharge or release of the Tenant for any reason, including any amendment, assignment, modification, renewal or extension of the Lease, a discharge of Tenant in bankruptcy, receivership or other proceedings, a disaffirmation or rejection of the Lease by a trustee, custodian or other representative in bankruptcy, a stay or other enforcement of limitation of the liability of the Tenant or any remedy of the Landlord. The Guarantor(s) assumes all responsibility for being and keeping himself informed of Tenant's financial condition and assets and of all other circumstances, bearing upon the risk of nonperformance by the Tenant, and Guarantor(s) expressly agrees that the Landlord shall have no duty to advise the Guarantor(s) of information known to it regarding such circumstances or risks.

The Guarantor(s) hereby waive: (a) notice of the acceptance of this Guaranty by the Landlord; (b) all notices or demands which may be given or are required to be given under the Lease by Landlord to Tenant including any notice of default or of non-payment of rent or any other monetary obligation of Tenant under the Lease or any other obligation of Tenant under the Lease; and (c) the right to require Landlord first to proceed against Tenant prior to proceeding against Guarantor(s) for enforcement of Guarantor's obligations hereunder.

This Guaranty is irrevocable and shall inure to the benefit of, and may be assigned and enforced in whole or in part by, the Landlord and/or its legal representatives, successors and assigns (including, without limitation, any mortgagee now or hereafter holding any lien on or interest in the Lease, any purchaser of the Demised Premises at a foreclosure sale, any transferee who acquires the Demised Premises by deed in lieu of foreclosure, and the successors and assigns of any such mortgagee, purchaser or transferee), and shall be binding upon, and enforceable against, Guarantor and Guarantor's legal representatives, successors and assigns.

(3) **Subordination**. Until all the covenants and conditions in the Lease on Tenant's part are fully performed and observed, Guarantor does hereby subordinate any and all liability or indebtedness of Tenant now or hereafter held by Guarantor(s) to the obligations of Tenant to Landlord under the Lease.

(4) **Litigation**. In the event of any litigation among Landlord, Tenant and/or the Guarantor(s) arising from the Lease and/or the Guaranty, the prevailing party shall be entitled to receive all costs incurred, including reasonable attorney's fees, including any costs and/or attorneys fees incurred prior to commencing suit, during litigation, at all appellate levels, in connection with any bankruptcy filing by Tenant or Guarantor and for all efforts and methods of collecting any unpaid debt or judgment against the

Tenant or any Guarantor and this clause shall survive the expiration or earlier termination of the Lease and this Guaranty. This Guaranty shall be governed by, construed and enforced in accordance with the laws of the state of Georgia. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the County in which the Premises is located.

(5) **Severability.** Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

(6) **Modification.** This Guaranty may not be changed, modified, discharged or terminated in any manner other than by agreement in writing executed by both Guarantor(s) and Landlord.

(7) **Authority.**The Guarantor(s) represent and warrant that the execution and delivery of this Guaranty has been duly authorized, executed and delivered and constitutes a valid, legal and binding obligation of the Guarantor(s) enforceable in accordance with the terms herein.

(8) **Marital Status**. Guarantor hereby represents and warrants that he is currently a single, unmarried man.

(9) **Limitation.** Provided that Tenant is not in default of the Lease at the expiration of the twenty-forth (24th) month following the Rent Commencement Date, then Guarantor's financial obligation to pay Base Rent, Common Area Maintenance, Real Estate Taxes and Insurance only (together "Rent") shall thereafter be limited to the amount equal to the sum of the six (6) rental payments (base and additional) that would be due following Tenant's default, and in the event of a default during the last six (6) months of the Lease Term.

IN WITNESS WHEREOF, the Guarantor(s) has duly signed this Guaranty this _____day of _____, 2006.

WITNESSES:

_____

_____

GUARANTOR:

_____

Dirk H. Tendick

Social Security #[redacted]

Phone #[redacted]

Address: 5014 Lucille Ave., Acworth, GA 30101

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is entered into this 31 day of August, 2009 between PRU KENNESAW, LLC, a Delaware limited liability company as Successor in Interest to III T KENNESAW, LLC (Landlord) and BIG PIE IN THE SKY PIZZERIA, LLC (Tenant).

This Addendum to Lease is intended to modify the Lease dated the 24th day of August, 2006, for Store No. A-103, located in the Kennesaw Walk Shopping Center, Cobb County, Georgia, between the Landlord and Tenant referenced above (the "Lease"). If there is a conflict between the provisions in this Addendum to Lease and the provisions in the Lease, the provisions in this Addendum shall be given precedence.

Landlord and Tenant agree that commencing on September 1, 2009, the following changes to the Lease will be in full force and effect:

1. DELETE THE FOLLOWING FROM THE FACE PAGE OF THE LEASE:

"APPROXIMATE SQUARE FOOTAGE OF DEMISED PREMISES: 1,944 sq. ft. (approx. 27' x 72')"

AND REPLACE WITH THE FOLLOWING:

"APPROXIMATE SQUARE FOOTAGE OF DEMISED PREMISES: 2,209 sq. ft. (approx. 31' x 72')"

2. DELETE THE FOLLOWING FROM THE FACE PAGE OF THE LEASE:

"INITIAL LEASE TERM": Three (3) Years"

AND REPLACE WITH THE FOLLOWING:

"INITIAL LEASE TERM": Five (5) Years"

3. ADD THE FOLLOWING TO THE LEASE:

	Year	Rate	Annual	Monthly
Base Rent:	1	[redacted]	[redacted]	[redacted]
	2			
	3			
	4			
	5			
Option to Renew:				
	1			
	2			
	3			
	4			
	5			

PRU KENNESAW, LLC
BIG PIE IN THE SKY PIZZERIA, LLC
STORE #A-103

ADDENDUM TO LEASE

3. ADD THE FOLLOWING TO THE FACE PAGE OF THE LEASE:

EST. COMMON AREA OPERATING EXPENSES AND R.E.TAXES:

Estimated Operating Expenses: [redacted]

Estimated R.E. Taxes: [redacted]

4. ADD THE FOLLOWING TO THE LEASE:

Tenant shall receive ninety (90) days free rent (September 1, 2009 through November 30, 2009) to construct their expansion space.

Tenant shall pay CAM, Taxes and Insurance only on their existing space only for this ninety (90) day period.

5. ADD THE FOLLOWING TO THE LEASE:

Landlord agrees to cap Tenant's Operating Costs increase at [redacted] percent annually based on the actual costs excluding all non-controllable charges and costs (i.e. insurance, utilities and Real Estate Taxes).

6. ADD THE FOLLOWING TO THE LEASE:

Provided Tenant has been in good standing and has not been in default during the term of this Lease, whether or not cured, Landlord agrees that Tenant shall have the right to renew this Lease for an additional five (5) years, commencing September 1, 2014 through August 31, 2019, upon written notice to Landlord no earlier than 120 days and not later than 90 days prior to the expiration of the original term hereof. In the event Tenant exercises this option, the rent during the option period shall be adjusted pursuant to the provisions in Item #3 above.

7. ADD THE FOLLOWING TO THE LEASE:

Landlord agrees that as an additional construction contribution, Landlord will contribute the sum of [redacted] towards Tenant's construction.

Credit will be paid to Tenant no later than thirty (30) days following the latter of the following events:

1. Landlord receives copy of "As-Built" drawings;
2. Landlord receives all Releases of Liens, including Final Release of Lien from Tenant's contractor, major subcontractors and suppliers, and any Notice to Owner Filers, and copies of paid bills and canceled checks for painting, carpeting and carpentry, totaling at least [redacted]
3. Tenant opens for business.

PRU KENNESAW, LLC
BIG PIE IN THE SKY PIZZERIA, LLC
STORE # A-103

ADDENDUM TO LEASE

8. DELETE EXISTING EXHIBIT "A" AND REPLACE WITH ATTACHED REVISED EXHIBIT "A".

IN WITNESS WHEREOF, this Addendum to Lease has been executed the day and year first written above.

Witnesses for Landlord:

_____
Printed Name:_____

_____
Printed Name:_____

LANDLORD:
PRU KENNESAW, LLC,
a Delaware limited liability company

By:_____
Printed Name:_____
Title:_____

Witnesses for Tenant:

Dianne M. Blum
Printed Name: Dianne M. Blum

Courtney Holladay
Printed Name: Courtney Holladay

TENANT:
BIG PIE IN THE SKY PIZZERIA, LLC

By: D.K.H.
Printed Name: D.K.H. Tendick
Title: Owner / Member

PRU KENNESAW, LLC, a Delaware limited liability company

By: PRISA III Legacy, LLC, a Delaware limited liability company

By: PRISA III REIT Operating LP, a Delaware limited partnership, its sole member

By: PRISA III OP GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund LP, a Delaware limited partnership, its Manager

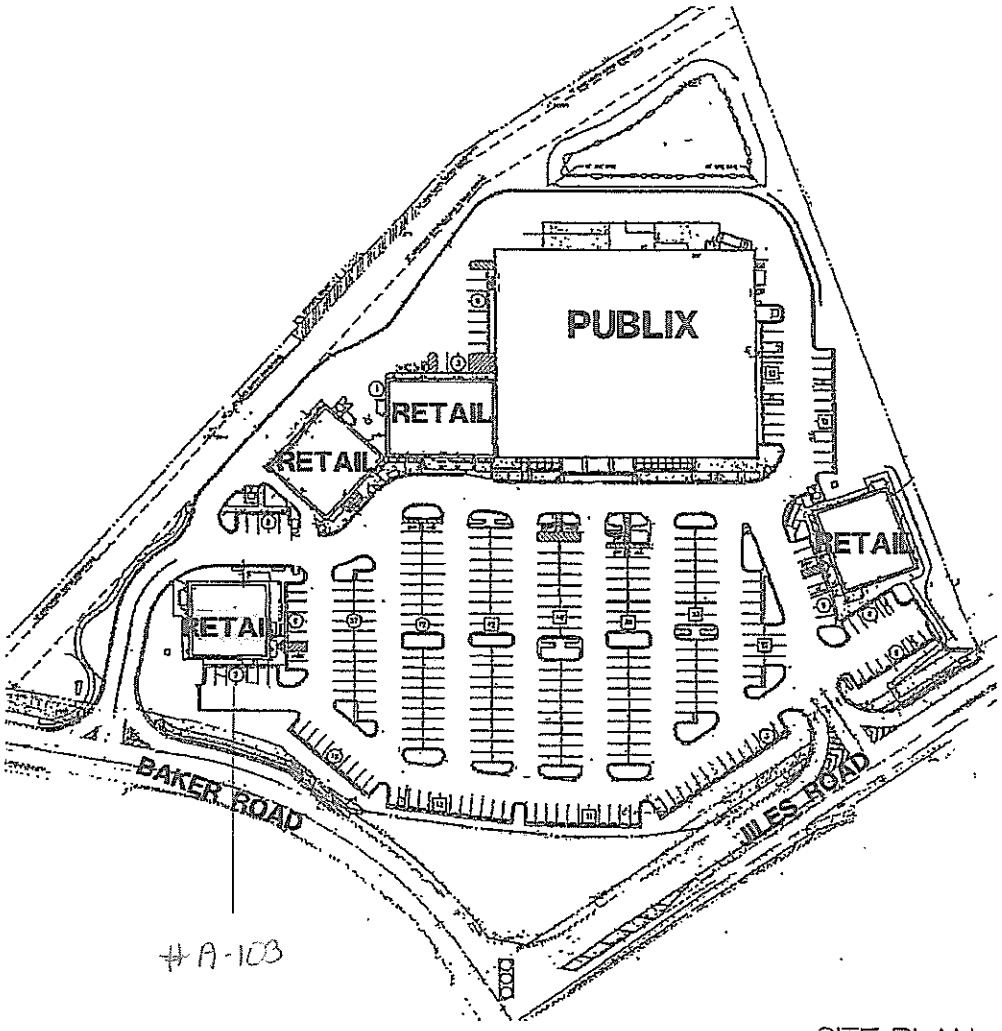
By: PRISA III Fund GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund PIM, LLC, a Delaware limited liability company, its sole member

By: Prudential Investment Management Inc., its sole Member

By: _____
Name: Robert Jeans
Title: Vice President

EXHIBIT "A"



SITE PLAN

SEC Commercial Realty Group, Inc.	Kennesaw Walk KENNESAW GEORGIA	DATE: 8/30/07 PROJ NO: SE-275 BP-1

NOTE:
LANDLORD RESERVES THE RIGHT TO MAKE CHANGES IN DIMENSIONS AND LOCATIONS OF BUILDINGS AND TENANT'S PREMISES. ENTRANCES AND EXITS ARE SUBJECT TO STATE AND LOCAL APPROVALS FOR PURPOSE OF LOCATION ONLY.

REVOCABLE LICENSE AGREEMENT
(COMMON AREA SIDEWALKS)

PRU KENNESAW, LLC, a Delaware limited liability company ("Licensor"), for [redacted] and other good and valuable consideration, does hereby grant to BIG PIE IN THE SKY PIZZERIA, LLC ("Licensee"), a revocable license to use for sit-down table service in the common area sidewalks adjacent to, and immediately outside the leased premises ("Patio Area") as referred in that certain Lease between Licensor (as Landlord) and Licensee (as Tenant), dated August 24, 2006, (the "Lease") at Kennesaw Walk Shopping Center, Cobb County, Georgia (the "Shopping Center"), subject to the following conditions:

1. Compliance with Laws. Licensee's use of the Patio Area shall be in accordance with all federal, state and local laws, statutes, ordinances or regulations. Handicap access must be provided in accordance with the Americans With Disabilities Act of 1990. All requisite governmental approvals, permits or licenses shall be obtained by the Licensee prior to its proposed use of the Patio Area as contemplated by this Agreement. The Licensee's use of the Patio Area shall be limited to those hours when the Licensee's leased premises are open for business.

2. Submission of Plans. The Licensee shall not submit plans or permit applications to the local governmental agency, unless such plans and applications shall have first been approved in writing by Licensor, in its sole discretion. All submittals to the Licensor shall show the area to be utilized, and shall specifically describe the type and number of tables, chairs and fixtures to be used by the Licensee in the Patio Area.

3. Compliance with Zoning. Licensor shall have the right to revoke this License in the event that the Licensee's use of the Patio Area shall create a zoning, floor area ratio or similar violation, or in the event that Licensee's use of the common area sidewalks shall result in (I) a violation of any public or private parking criteria or requirements, or (II) a requirement that Licensor provide additional parking spaces in the Shopping Center.

4. Insurance. The liability insurance required by the Lease to be kept in force by the tenant must include coverage for the Licensee's use of the Patio Area, and proof of such insurance shall be furnished to Licensor. Said insurance shall list Licensor and managing agent as additional named insureds.

5. Maintenance. Licensee shall be responsible for daily cleaning of the area, which must also be pressure cleaned no less than one time per month. Should the Licensee fail to do so, the Licensor may cause such cleaning to be performed at the Licensee's cost which shall be deemed to be additional rent. Any canopies, curtains or enclosures shall be removable, and must be removed and securely stored each night along with all personal property.

6. Operation of Licensed Area. The Licensee hereby agrees that it shall not:
   a) Restrict access to the Shopping Center or impede pedestrian traffic through or within the common areas.
   b) Erect or place any canopy or other enclosure or covering without Licensor's prior written approval.
   c) Permit any music or other similar sounds to be heard within the Patio Area without Licensor's prior written approval, which Licensor may revoke if Licensor determines, in its sole discretion, that the music or decibel level of the music is objectionable.
   d) Permit loitering in the Patio Area by persons who are not customers of Licensee.
   e) Leave unattended any tables with alcoholic beverages.

7. Repairs by Licensor. Licensor reserves the right to temporarily move any personal property situated within the Patio Area in conjunction with repairs or maintenance to the Patio Area, and Licensor shall not be liable for any damages or negligent acts, including those of its agents, employees or contractors, relating to such activity.

8. Termination. The Licensor may, in its sole and absolute discretion, upon five (5) days' written notice, revoke Licensee's rights to utilize the Patio Area for the purposes contemplated in this Agreement, and Licensee shall immediately stop using the Patio Area and remove all of its property from the Patio Area, restoring it to the condition that existed prior to the beginning of this Agreement. The Licensor, in its sole discretion, and at Licensee's expense, may remove, store, or dispose of any personal property left on the Patio Area, without further notice to the Licensee, after the Licensee's right to utilize the Patio Area has been revoked.

9. Reimbursement; Indemnification. Licensee shall reimburse Licensor immediately upon Licensor's demand therefor, the cost of repairs or restoration of any of the areas of the Center, including but not limited to other tenants' spaces, arising out of Licensee's use of the Patio Area or acts of negligence of Licensee, its customers and employees, agents, contractors or invitees of Licensee. Licensee hereby agrees to indemnify, defend and hold Licensor harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees) incurred by Licensor or its agents by reason of Licensee's use of the Patio Area or any breach of this Agreement by Licensee. Any default by Licensee under the Lease shall constitute a default under this Agreement, and any default by Licensee under this Agreement shall also constitute a default under the Lease.

10. No Assignment. The Licensee's right to utilize the Patio area is neither transferable nor assignable.

11. Attorneys' Fees. Should either party bring an action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs and attorneys' fees incurred in connection therewith.

12. EXHIBIT "A". Map defining area to be used

DATED this ____ day of _____, 2009.

Witnesses for Landlord:

_____
Printed Name: _____

_____
Printed Name: _____

LICENSOR:
PRU KENNESAW, LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

Witness for Tenant:

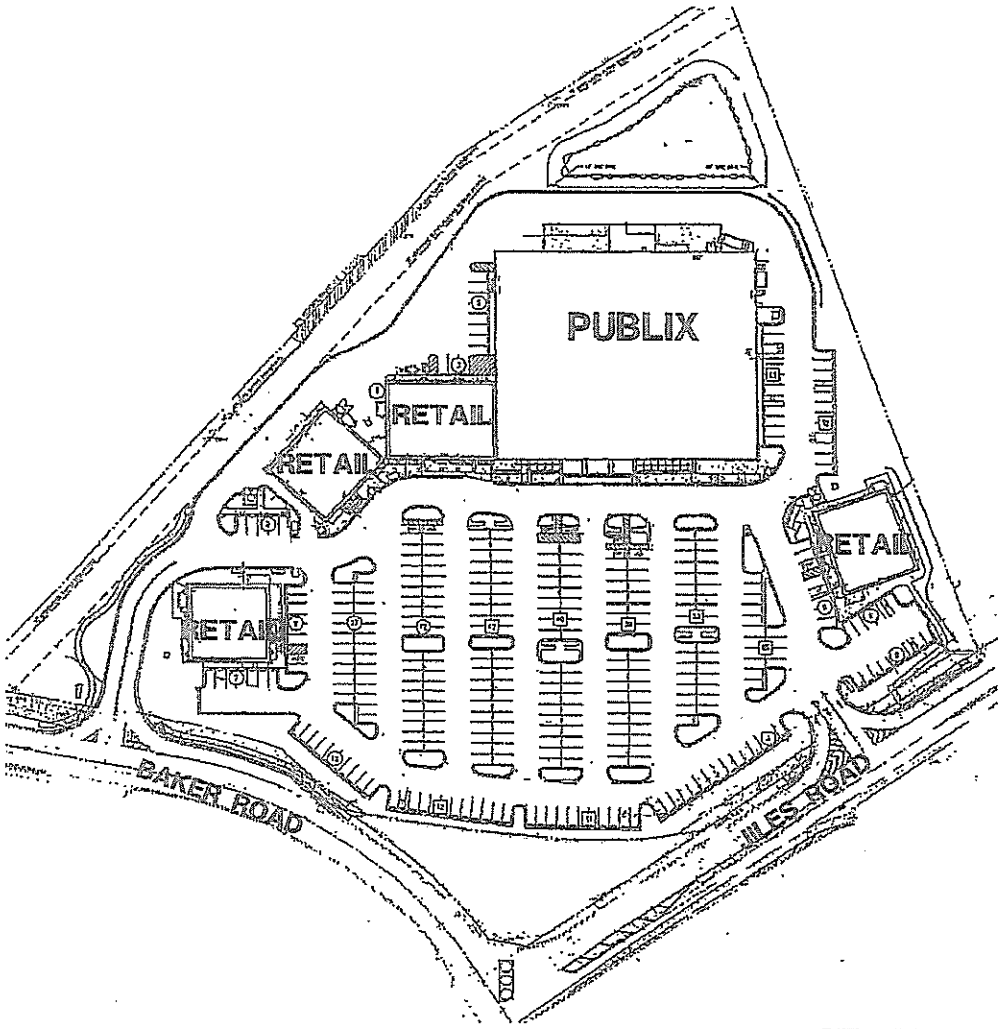
_____
Printed Name: _____

_____
Printed Name: _____

LICENSEE:
BIG PIE IN THE SKY PIZZERIA, LLC

By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"



SITE PLAN

SEC Commercial Realty Group, Inc.	Kennesaw Walk KENNESAW GEORGIA	DATE: 8/30/07 PROJ NO: SE-275 BP-1

NOTE:
LANDLORD RESERVES THE RIGHT TO MAKE CHANGES IN DIMENSIONS AND LOCATIONS OF BUILDINGS AND TENANT'S PREMISES. ENTRANCES AND EXITS ARE SUBJECT TO STATE AND LOCAL APPROVALS FOR PURPOSE OF LOCATION ONLY.

REVOCABLE LICENSE AGREEMENT
(COMMON AREA SIDEWALKS)

PRU KENNESAW, LLC, a Delaware limited liability company ("Licensor"), for [redacted] and other good and valuable consideration, does hereby grant to BIG PIE IN THE SKY PIZZERIA, LLC ("Licensee"), a revocable license to use for sit-down table service in the common area sidewalks adjacent to, and immediately outside the leased premises ("Patio Area") as referred in that certain Lease between Licensor (as Landlord) and Licensee (as Tenant), dated August 24, 2006, (the "Lease") at Kennesaw Walk Shopping Center, Cobb County, Georgia (the "Shopping Center"), subject to the following conditions:

1. Compliance with Laws. Licensee's use of the Patio Area shall be in accordance with all federal, state and local laws, statutes, ordinances or regulations. Handicap access must be provided in accordance with the Americans With Disabilities Act of 1990. All requisite governmental approvals, permits or licenses shall be obtained by the Licensee prior to its proposed use of the Patio Area as contemplated by this Agreement. The Licensee's use of the Patio Area shall be limited to those hours when the Licensee's leased premises are open for business.

2. Submission of Plans. The Licensee shall not submit plans or permit applications to the local governmental agency, unless such plans and applications shall have first been approved in writing by Licensor, in its sole discretion. All submittals to the Licensor shall show the area to be utilized, and shall specifically describe the type and number of tables, chairs and fixtures to be used by the Licensee in the Patio Area.

3. Compliance with Zoning. Licensor shall have the right to revoke this License in the event that the Licensee's use of the Patio Area shall create a zoning, floor area ratio or similar violation, or in the event that Licensee's use of the common area sidewalks shall result in (I) a violation of any public or private parking criteria or requirements, or (II) a requirement that Licensor provide additional parking spaces in the Shopping Center.

4. Insurance. The liability insurance required by the Lease to be kept in force by the tenant must include coverage for the Licensee's use of the Patio Area, and proof of such insurance shall be furnished to Licensor. Said insurance shall list Licensor and managing agent as additional named insureds.

5. Maintenance. Licensee shall be responsible for daily cleaning of the area, which must also be pressure cleaned no less than one time per month. Should the Licensee fail to do so, the Licensor may cause such cleaning to be performed at the Licensee's cost which shall be deemed to be additional rent. Any canopies, curtains or enclosures shall be removable, and must be removed and securely stored each night along with all personal property.

6. Operation of Licensed Area. The Licensee hereby agrees that it shall not:
   a) Restrict access to the Shopping Center or impede pedestrian traffic through or within the common areas.
   b) Erect or place any canopy or other enclosure or covering without Licensor's prior written approval.
   c) Permit any music or other similar sounds to be heard within the Patio Area without Licensor's prior written approval, which Licensor may revoke if Licensor determines, in its sole discretion, that the music or decibel level of the music is objectionable.
   d) Permit loitering in the Patio Area by persons who are not customers of Licensee.
   e) Leave unattended any tables with alcoholic beverages.

7. Repairs by Licensor. Licensor reserves the right to temporarily move any personal property situated within the Patio Area in conjunction with repairs or maintenance to the Patio Area, and Licensor shall not be liable for any damages or negligent acts, including those of its agents, employees or contractors, relating to such activity.

8. Termination. The Licensor may, in its sole and absolute discretion, upon five (5) days' written notice, revoke Licensee's rights to utilize the Patio Area for the purposes contemplated in this Agreement, and Licensee shall immediately stop using the Patio Area and remove all of its property from the Patio Area, restoring it to the condition that existed prior to the beginning of this Agreement. The Licensor, in its sole discretion, and at Licensee's expense, may remove, store, or dispose of any personal property left on the Patio Area, without further notice to the Licensee, after the Licensee's right to utilize the Patio Area has been revoked.

9. Reimbursement; Indemnification. Licensee shall reimburse Licensor immediately upon Licensor's demand therefor, the cost of repairs or restoration of any of the areas of the Center, including but not limited to other tenants' spaces, arising out of Licensee's use of the Patio Area or acts of negligence of Licensee, its customers and employees, agents, contractors or invitees of Licensee. Licensee hereby agrees to indemnify, defend and hold Licensor harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees) incurred by Licensor or its agents by reason of Licensee's use of the Patio Area or any breach of this Agreement by Licensee. Any default by Licensee under the Lease shall constitute a default under this Agreement, and any default by Licensee under this Agreement shall also constitute a default under the Lease.

10. No Assignment. The Licensee's right to utilize the Patio area is neither transferable nor assignable.

11. Attorneys' Fees. Should either party bring an action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs and attorneys' fees incurred in connection therewith.

12. EXHIBIT "A". Map defining area to be used

DATED this ____ day of _____, 2009.

Witnesses for Landlord:

_____
Printed Name: _____

_____
Printed Name: _____

LICENSOR:
PRU KENNESAW, LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

Witness for Tenant:

_____
Printed Name: _____

_____
Printed Name: _____

LICENSEE:
BIG PIE IN THE SKY PIZZERIA, LLC

By: _____
Printed Name: Dirk H. Tendick
Title: Owner / Member

PRU KENNESAW, LLC, a Delaware limited liability company

By: PRISA III Legacy, LLC, a Delaware limited liability company

By: PRISA III REIT Operating LP, a Delaware limited partnership, its sole member

By: PRISA III OP GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund LP, a Delaware limited partnership, its Manager

By: PRISA III Fund GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund PIM, LLC, a Delaware limited liability company, its sole member

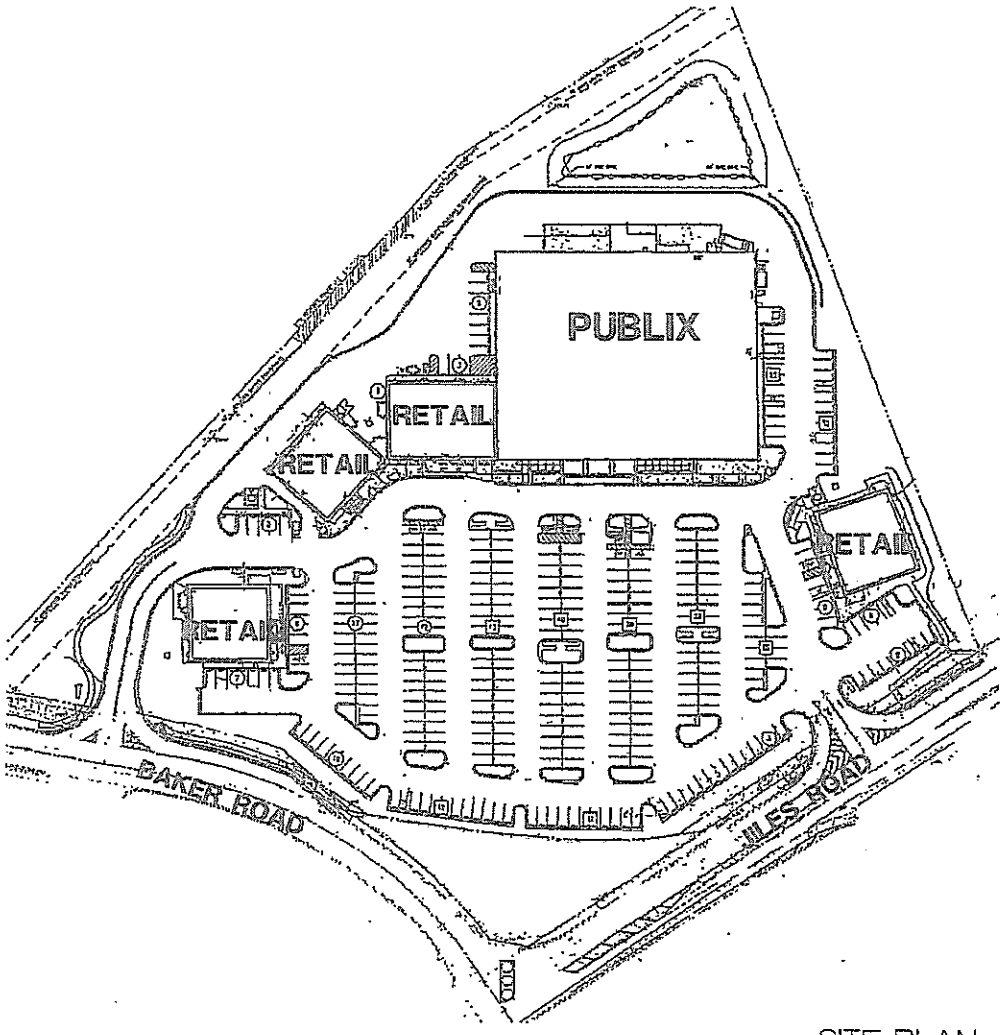
By: Prudential Investment Management Inc., its sole Member

By: _____

Name: Robert Jeans

Title: Vice President

EXHIBIT "A"



SITE PLAN

SEC Commercial Realty Group, Inc.	Kennesaw Walk KENNESAW GEORGIA	DATE: 8/30/07 PROJ NO: SE-275 BP-1

NOTE:
LANDLORD RESERVES THE RIGHT TO MAKE CHANGES IN DIMENSIONS AND LOCATIONS OF BUILDINGS AND TENANT'S PREMISES. ENTRANCES AND EXITS ARE SUBJECT TO STATE AND LOCAL APPROVALS FOR PURPOSE OF LOCATION ONLY.

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") is made and entered into as of the _____ day of April, 2012, by and between **PRU KENNESSAW, LLC,** a Delaware limited liability company, as successor in interest to III T Kennesaw, LLC, ("Landlord"), and **BIG PIE IN THE SKY PIZZERIA, LLC**, a Georgia limited liability company ("Tenant").

W I T N E S S E T H:

WHEREAS, Tenant and Landlord entered into that certain Lease Agreement, dated as August 24, 2006, as amended by that certain Addendum to Lease dated as of August 31, 2009 (as so amended, the "Lease"), with respect to therein described space (the "Premises") being approximately 2,209 square feet known as Store No. A-103 and located as more particularly described in the Lease in the shopping center known as Kennesaw Walk Shopping Center located in Cobb County, Georgia (the "Building"); and

WHEREAS, Landlord and Tenant desire to amend the Lease pursuant to the terms and conditions hereinafter set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Extended Term.** The last day of the Lease Term is hereby extended from August 31, 2014 until August 31, 2017 (the "Extended Term"). All terms and conditions of the Lease shall be applicable to the Premises during the Extended Term, except as expressly set forth herein to the contrary. This extension of the Lease Term supersedes and replaces any existing extension or renewal option contained in the Lease.

2. **Base Rent.** Tenant's obligation to pay Base Rent under the Lease shall continue as set forth in the Lease during the Extended Term, except that commencing as of September 1, 2012, Base Rent shall be calculated in accordance with the following schedule:

Time Period	Base Rent per Annum	Monthly Base Rental
9/1/12-8/31/14	[redacted]	[redacted]
9/1/14-8/31/15	[redacted]	[redacted]
9/1/15-8/31/16	[redacted]	[redacted]
9/1/16-8/31/17	[redacted]	[redacted]

3. **Additional Rent**. Tenant's obligation to pay all other Additional Rent (including all amounts due with respect to Operating Expenses, Real Estate Taxes and Insurance) shall remain unchanged and shall continue throughout the Extended Term.

4. **Tenant Improvements**. Promptly following the execution of this Amendment, Landlord shall, at its sole cost and expense, replace the existing 10 ton HVAC unit serving the Premises with a new 10 ton HVAC unit.

5. **Acknowledgement.** Tenant hereby acknowledges that Landlord is not in default of its obligations arising pursuant to the Lease as of the date of this Amendment and that Landlord has fully performed any tenant improvement, buildout or construction allowance obligations set forth in the Lease. Further, Tenant hereby acknowledges that it has accepted and will accept the Premises for the Extended Term "As Is" and that, except as set forth in Paragraph 4 above, Landlord is not obligated to provide any tenant improvements or tenant improvement allowances with respect thereto.

6. **Brokers.** Tenant warrants and represents to Landlord that except for The Shopping Center Group, no broker, finder, real estate agent or other person is entitled to a commission, fee or other compensation in connection with or as a result of the Lease or the transactions contemplated hereby or hereunder. The commission of the broker(s) identified above shall be paid by Landlord pursuant to a separate agreement. Tenant hereby indemnifies

and holds harmless Landlord from any and all claims, losses, costs and damages (including reasonable attorneys' fees) arising in connection with any claims against Landlord for any other broker commissions, fees, or other compensation.

7. **Authority.** Landlord and Tenant affirm and covenant that each has the authority to enter into this Amendment, to abide by the terms hereof, and that the signatories hereto are authorized representatives of their respective entities empowered by their respective entities to execute this Amendment. Upon Landlord's request, Tenant shall provide evidence of the foregoing to Landlord.

8. **Miscellaneous.** To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of this Amendment shall control. Except as expressly amended or modified herein, all other terms, covenants and conditions of the Lease shall remain in full force and effect and this Amendment shall be binding upon the parties hereto and their respective successors and assigns. This Amendment shall be governed by the laws of the State in which the Building is located. Any terms used in this Amendment as defined terms, but which are not defined herein, shall have the meanings attributed to those terms in the Lease. The submission of this Amendment to Tenant for examination or consideration does not constitute an offer to amend the Lease, and this Amendment shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. The Lease, as amended hereby, contains the entire agreement between the parties with respect to the space demised by the Lease, as amended, and no representations, inducements, promises, agreements, oral or otherwise, between the parties not embodied in the Lease, as amended hereby, shall be of any force and effect. Time is of the essence as to all of the obligations of Tenant under the Lease and this Amendment. This Amendment has been negotiated "at arm's length" by Landlord and Tenant, each having the opportunity to be represented by legal counsel. Therefore, this Amendment shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Amendment. This Amendment may be executed by the parties signing different counterparts of this Amendment, which counterparts together shall constitute the agreement of the parties.

9. **Landlord Liability.** Notwithstanding anything to the contrary contained in the Lease, Landlord's obligations and liability with respect to the Lease, as amended from time to time, shall be limited solely to Landlord's interest in the Building, as such interest is constituted from time to time, and neither Landlord nor any officer, employee, agent, director, shareholder, partner or affiliate of Landlord shall have any personal liability whatsoever with respect to the Lease, as amended from time to time. No owner of the Building, whether or not named herein, shall have liability hereunder after it ceases to hold title to the Building.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year first above written.

LANDLORD:

PRU KENNESSAW, LLC
a Delaware limited liability company

By:

By:_____
Print Name:_____
Title:_____

TENANT:

BIG PIE IN THE SKY PIZZERIA, LLC, a Georgia limited liability company

By:_____
Print Name:_____
Title:_____

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this "Amendment") is entered into as of the ____ day of March, 2014, by and between PRU KENNESAW, LLC, a Delaware limited liability company ("Landlord") and BIG PIE IN THE SKY PIZZERIA, LLC, a Georgia limited liability company ("Tenant").

WHEREAS, Landlord, as a successor-in-interest to III T Kennesaw, LLC, and Tenant are parties to that certain Standard Shopping Center Lease dated as of August 24, 2006 (the "Lease Agreement"), covering certain space in the building located at 2235 Kennesaw Walk, Kennesaw, Georgia (the "Building") in the shopping center known as Kennesaw Walk Shopping Center (the "Plaza") as more particularly described therein;

WHEREAS, the Lease Agreement has been previously supplemented by that certain Revocable License Agreement (Common Area Sidewalks), and amended by that certain Addendum to Lease (the "First Amendment") dated as of August 31, 2009, and that certain Second Amendment to Lease dated as of April, 2012 (the Lease Agreement, as supplemented and amended, the "Lease"), whereby Tenant currently leases from Landlord approximately 2,209 square feet of space (the "Current Premises") known as Suite A-103, located in the Building;

WHEREAS, Landlord is now the owner of the Plaza and is the landlord under the Lease;

WHEREAS, Tenant desires to lease from Landlord additional space in the Building containing approximately 1,296 square feet of space (the "Expansion Space"), known as Suite A-104, as shown on Exhibit A attached hereto;

WHEREAS, the Lease Term currently expires on August 31, 2017, and Tenant desires to extend the Lease Term to expire on March 31, 2019;

WHEREAS, subject to the terms and conditions set forth below, Landlord has agreed to extend the Lease Term to expire on March 31, 2019; and

WHEREAS, Landlord and Tenant desire to amend the Lease to reflect their agreements as to the terms and conditions governing Tenant's lease of the Expansion Space and the extension of the Lease Term.

NOW, THEREFORE, in consideration of the premises and the mutual covenants between the parties herein contained, Landlord and Tenant agree as follows:

1. Lease Term. The Lease Term is hereby extended to expire March 31, 2019, unless sooner terminated in accordance with the terms of the Lease. All references contained in the Lease to the "Lease Term" are hereby amended to reflect such extension.

2. Premises.

(a) Effective as of April 1, 2014 (the "Expansion Date"), Landlord shall lease the Expansion Space to Tenant and Tenant shall lease the Expansion Space from Landlord. Effective

as of the Expansion Date, the Premises (as defined in the Lease) shall mean, collectively, the Current Premises and the Expansion Space, containing a total of approximately 3,505 square feet of space. The Expansion Space shall be subject to all the terms and conditions of the Lease except as expressly modified herein and except that Tenant shall not be entitled to receive any allowances, abatements or other concessions that were granted with respect to the Current Premises unless such concessions are expressly provided for herein with respect to the Expansion Space. Effective as of the Expansion Date, Exhibit A to the Lease Agreement, as amended by Section 8 of the First Amendment, shall be deleted in its entirety and Exhibit B attached hereto shall be substituted in lieu thereof.

(b) At any time following the Expansion Date, Landlord shall have the right to re-measure the rentable area of the Premises, as amended hereby (i.e. the Current Premises and the Expansion Space). The determination of the rentable area of the Premises made by Landlord's architect shall be binding upon Landlord and Tenant. If the rentable area of the Premises, as determined pursuant to this Section 2(b), shall differ from the area set forth in Section 2(a) of this Amendment, then, from and after the date Landlord provides Tenant with written notice of such re-measurement (i) the rentable area as determined by this Section 2(b) shall control, and (ii) the Base Rent and Tenant's Proportionate Share shall be adjusted on the basis of the rentable area of the Premises, as so re-measured. Following any re-measurement of the Premises, upon Landlord's request, Tenant shall execute an amendment to the Lease confirming said re-measurement, but the failure of the parties to execute such an amendment shall not invalidate the Lease, as amended hereby, or the obligations of the parties hereunder.

3. Base Rent.

(a) Commencing on the Expansion Date, Tenant shall pay Base Rent with respect to the Current Premises as follows:

Time Period	Annual Base Rent Per Square Foot	Monthly Installment of Base Rent
4/1/14 – 3/31/17	[redacted]	[redacted]
4/1/17 – 3/31/18	[redacted]	[redacted]
4/1/18 – 3/31/19	[redacted]	[redacted]

All such Base Rent shall be payable in accordance with the terms of the Lease, as amended hereby.

(b) Commencing on the Expansion Date, in addition to the Base Rent payable with respect to the Current Premises, Tenant shall pay Base Rent with respect to the Expansion Space as follows:

Time Period	Annual Base Rent Per Square Foot	Monthly Installment of Base Rent
4/1/14 – 7/31/14	[redacted]	[redacted]
8/1/14 – 3/31/17	[redacted]	[redacted]
4/1/17 – 3/31/18	[redacted]	[redacted]
4/1/18 – 3/31/19	[redacted]	[redacted]

All such Base Rent shall be payable in accordance with the terms of the Lease, as amended hereby.

4. Additional Rent. From and after the date hereof and continuing through March 31, 2019, Tenant shall continue to pay Additional Rent, including without limitation Common Area Operating Expenses, in accordance with the terms of the Lease, as amended hereby; provided, however, that effective as of the earlier to occur of (i) the date on which Tenant commences operating its business in the Expansion Space and (ii) August 1, 2014, Tenant's Proportionate Share shall be increased to take into account the square footage of the entire Premises (i.e. the Current Premises and the Expansion Space).

5. Acceptance of the Premises. **TENANT ACKNOWLEDGES THAT TENANT CURRENTLY OCCUPIES THE CURRENT PREMISES AND, EXCEPT AS SET FORTH IN SECTION 7 BELOW, HEREBY ACCEPTS THE CURRENT PREMISES, THE EXPANSION SPACE, THE BUILDING, AND THE PLAZA (INCLUDING THE SUITABILITY OF THE CURRENT PREMISES AND EXPANSION SPACE FOR THE TENANT'S USE) IN "AS IS" CONDITION WITH ANY AND ALL FAULTS AND LATENT OR PATENT DEFECTS AND WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OF LANDLORD OR ANY REPRESENTATIVE OF LANDLORD. LANDLORD HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CURRENT PREMISES, THE EXPANSION SPACE, THE BUILDING, AND THE PLAZA, AND THEIR CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) AND TENANT HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES.** Except as expressly set forth Section 7 below, Tenant acknowledges and agrees that (i) Landlord has no obligation to perform any work, to install or construct any improvements or to make any alterations, renovations or modifications to the Current Premises or Expansion Space, and (ii) Landlord has no obligation to pay, disburse or advance to Tenant any moving allowance, construction allowance, tenant-finish reimbursement or other amount in respect of any improvements, alterations or additions constructed, or to be constructed, by or on behalf of Tenant in the Current Premises or Expansion Space.

6. Equipment. Landlord and Tenant acknowledge that the Expansion Space will be delivered to Tenant with certain equipment therein as listed on Exhibit D attached hereto (collectively, the "Equipment"). Commencing on the Expansion Date, Tenant shall have the right during the Lease Term, as extended hereby, to use, at no additional charge to Tenant, the Equipment. Tenant takes possession of the Equipment in an "AS IS" and "WHERE IS" condition upon the Expansion Date. **LANDLORD HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OPERATION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE EQUIPMENT, AND TENANT HEREBY EXPRESSLY ACKNOWLEDGES THAT NO**

SUCH REPRESENTATIONS HAVE BEEN MADE. LANDLORD EXPRESSLY DISCLAIMS, AND TENANT ACKNOWLEDGES AND ACCEPTS THAT LANDLORD HAS DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE EQUIPMENT. Commencing on the Expansion Date and continuing during the Lease Term, as extended hereby, the risk of loss for loss, theft, damage or destruction of the Equipment shall be borne by Tenant and Tenant shall include the Equipment in the property insurance policies required to be carried by Tenant pursuant to the Lease. Commencing on the Expansion Date, Tenant shall be solely responsible for all costs associated with the storage, maintenance, cleaning and repair of the Equipment during the Lease Term, as extended hereby. At the end of the Lease Term, as extended hereby, Tenant will deliver the Equipment to Landlord in its condition as of the Expansion Date, reasonable and ordinary wear and tear excepted.

7. Expansion Space Improvements.

(a) Landlord will deliver the Expansion Space to Tenant with all electrical, lighting, plumbing, and HVAC systems serving the Expansion Space in good working order, failing which, Landlord shall, as Tenant's sole and exclusive remedy, cause the same to be in such condition.

(b) Provided Tenant is not in default under the Lease, as amended hereby, Landlord shall provide an allowance of up to [redacted] (the "Improvement Allowance") toward the cost of leasehold improvements and related construction management, engineering and architectural fees incurred by Tenant in connection with improvements to be performed by Tenant in the Expansion Space (the "Tenant's Work"). Landlord shall reimburse Tenant for such costs (up to the amount of the Improvement Allowance) within thirty (30) days after all of the following have occurred: (i) Tenant commences operating its business in the Expansions Space, (ii) Landlord's receipt of receipted bills covering all labor and materials expended and used in Tenant's Work and full and final waivers of lien from all contractors and subcontractors performing any work in connection therewith, (iii) Tenant's delivery to Landlord of a certificate of occupancy for the Expansion Space, and (iv) Landlord's receipt of the Base Rent payment due for the period of August 1, 2014 through August 31, 2014, with respect to the Expansion Space, and the first Additional Rent payment due with respect to the Expansion Space. Any portion of the Improvement Allowance for which Tenant has not requested reimbursement prior to the date that is nine (9) months after the Expansion Date shall be the sole property of Landlord and Tenant shall not be entitled to any credit, payment or abatement on account thereof. Any construction, alterations, or improvements to the Expansion Space shall be performed by Tenant at its sole cost and expense, subject to reimbursement through the Improvement Allowance, and shall be governed in all respects by the terms of the Lease, including, without limitation, the provisions of Section 11 of the Lease Agreement. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to disburse any portion of the Improvement Allowance during the continuance of an uncured default under the Lease, as amended hereby, and Landlord's obligation to disburse shall only resume when and if such default is cured.

8. Insurance and Waiver of Subrogation.

(a) In addition to Landlord, the general liability insurance required to be carried by Tenant under the Lease shall name Landlord's lender, Landlord's property manager, and such other parties as Landlord may designate, as additional insureds.

(b) Notwithstanding any provision to the contrary in the Lease, as amended hereby, each party hereto hereby releases any and every claim which arises or may arise in favor of such party and against the other party hereto and/or such other party's officers, directors, partners, members, managers, employees and agents during the Lease Term, as extended hereby, or any extension or renewal thereof for any and all loss of or damage to any of its property (regardless of whether such loss or damage is the result of or caused by the negligent acts or omissions of the released party or any strict liability) arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried under the Lease, or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder. Said waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in the Lease with respect to any loss or damage to property of the parties hereto. Each party hereto agrees immediately to give to each insurance company which has issued to it policies of property insurance written notice of the terms of said mutual waivers, if necessary, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers. For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by the insured under the insurance policy to which such deductible relates.

9.Legal Description. The legal description of the land on which the Plaza sits is set forth on Exhibit C attached hereto and incorporated herein.

10. Renewal Option. Section 35 of the Lease Agreement, the "Option to Renew" portion of the first Section 3 of the First Amendment, and Section 6 of the First Amendment are hereby deleted in their entireties and of no further force or effect, and Tenant shall have the following renewal option to extend the Lease Term, as extended hereby:

(a) If, and only if, upon the expiration of the Lease Term, as extended hereby, and the date Tenant notifies Landlord of its intention to renew the Lease Term, as extended hereby (as provided below), (i) Tenant is not in default under the Lease, as amended hereby, and no event has then occurred which with notice or the passage of time or both will become a default, (ii) Tenant then occupies and the Premises then consist of at least all the Premises, as amended hereby, and (iii) the Lease, as amended hereby, is in full force and effect, then Tenant, but not any assignee or subtenant of Tenant, shall have and may exercise an option to renew the Lease for one (1) additional term of five (5) years (the "Renewal Term") commencing on the first day following the expiration of the Lease Term, as extended hereby, upon the same terms and conditions contained in the Lease, as amended hereby, with the exceptions that (x) the Lease shall not be further available for renewal after the expiration of the Renewal Term, (y) Tenant shall not be entitled to receive any allowances or concessions applicable to the Lease Term, as extended hereby, and (z) Base Rent for the Premises, as amended hereby, shall be as follows:

Time Period	Annual Base Rent Per Square Foot	Monthly Installment of Base Rent
4/1/19 – 3/31/20	[redacted]	[redacted]
4/1/20 – 3/31/21	[redacted]	[redacted]
4/1/21 – 3/31/22	[redacted]	[redacted]
4/1/22 – 3/31/23	[redacted]	[redacted]
4/1/23 – 3/31/24	[redacted]	[redacted]

All such Base Rent shall be payable in accordance with the terms of the Lease, as amended hereby.

(b) If Tenant desires to renew the Lease, Tenant must notify Landlord in writing of its intention to renew on or before October 1, 2018. If Tenant timely notifies Landlord of Tenant's exercise of its applicable renewal option hereunder, the Lease, as amended hereby, shall be extended as provided herein and Landlord and Tenant shall enter into the Renewal Amendment (hereinafter defined). If Tenant does not notify Landlord in writing of Tenant's exercise of its applicable renewal options as provided herein, the renewal option shall be of no further force or effect and the Lease shall end on expiration of the Lease Term, as extended hereby.

(c) If Tenant is entitled to and properly exercises the renewal option, Landlord and Tenant shall execute an amendment (the "Renewal Amendment") to reflect changes in the Base Rent, Lease Term, and other appropriate terms; provided that an otherwise valid exercise of an renewal option shall be fully effective whether or not the Renewal Amendment is executed.

11. ERISA Matters. It is understood that from time to time during the Lease Term, as extended, Landlord may be subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and as a result may be prohibited by law from engaging in certain transactions. Tenant represents and warrants after due inquiry that at the time this Amendment is entered into and at any time thereafter when its terms are amended or modified, neither Tenant nor its "affiliates" (as defined in Part VI(c) of Department of Labor Prohibited Transaction Exemption 84-14 ("PTE 84-14"), as amended) has the authority to appoint or terminate The Prudential Insurance Company of America ("Prudential") as an investment manager to any employee benefit plan invested in PRISA III Fund LP, nor the authority to negotiate the terms of any management agreement between Prudential and any such employee benefit plan for its investment in PRISA III Fund LP. Further, Tenant is not "related" to Prudential within the meaning of Part VI(h) of PTE 84-14.

12. Addresses. Landlord's addresses under the Lease are hereby amended in their entireties to the following:

PRU Kennesaw, LLC
33 S.E. 4th Street
Suite 100
Boca Raton, Florida 33432
Attention: _____

AND IF NOTICE OF DEFAULT, COPY TO:

The Prudential Insurance Company of America
7 Giralda Farms
Madison, New Jersey 07940
Attention: Legal Department

Payments of rent only shall be made payable to the order of Landlord at the following address:

PRU Kennesaw, LLC
c/o the Shopping Center Group, LLC
300 Galleria Parkway, 12th Floor

or such other name and address as Landlord shall, from time to time, designate.

13. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment other than The Leasing Team, Inc. ("Tenant's Broker"), and The Shopping Center Group, LLC ("Landlord's Broker") and that it knows of no other real estate brokers or agents who are or might be entitled to a commission in connection with this Amendment. Landlord agrees to pay a commission to Landlord's Broker and to Tenant's Broker in connection with this Amendment pursuant to separate written agreements between Landlord and such brokers. Tenant agrees to indemnify and hold Landlord harmless from and against any liability or claim arising with respect to any brokers or agents other than Tenant's Broker claiming a commission by, through, or under Tenant in connection with this Amendment.

14. Authority. Tenant and each person signing this Amendment on behalf of Tenant represents to Landlord as follows: (i) Tenant is duly formed and validly existing under the laws of the State of Georgia, (ii) Tenant has and is qualified to do business in Georgia, (iii) Tenant has the full right and authority to enter into this Amendment, and (iv) each person signing on behalf of Tenant was and continues to be authorized to do so.

15. Estoppel. Tenant hereby represents, warrants and agrees that: (i) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with the giving of notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Lease.

16. Defined Terms. All defined terms used but not otherwise defined herein shall have the same meaning assigned to them in the Lease.

17. Ratification of Lease. Except as amended hereby, the Lease shall remain in full force and effect in accordance with its terms and is hereby ratified. In the event of a conflict between the

Lease and this Amendment, this Amendment shall control. In no event shall Landlord be liable for any consequential, special or punitive damages as a result of any breach of or default under the Lease (as amended hereby) by Landlord.

18. No Representations. Landlord and Landlord's agents have made no representations or promises, express or implied, in connection with this Amendment except as expressly set forth herein and Tenant has not relied on any representations except as expressly set forth herein.

19. Entire Agreement. This Amendment, together with the Lease, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Amendment or the Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose.

20. Section Headings. The section headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

21. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. Severability. A determination that any provision of this Amendment is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Amendment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

23. Governing Law. This Amendment shall be governed by the laws of the State of Georgia.

24. Submission of Amendment Not Offer. The submission by Landlord to Tenant of this Amendment for Tenant's consideration shall have no binding force or effect, shall not constitute an option, and shall not confer any rights upon Tenant or impose any obligations upon Landlord irrespective of any reliance thereon, change of position or partial performance. This Amendment is effective and binding on Landlord only upon the execution and delivery of this Amendment by Landlord and Tenant and receipt by Landlord of that certain Amendment and Ratification of Guaranty, of even date herewith, executed by Dirk H. Tendick as Guarantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first above written.

LANDLORD:

PRU KENNESAW, LLC, a Delaware limited liability company

By: PRISA III Legacy, LLC, a Delaware limited liability company

By: PRISA III REIT Operating LP, a Delaware limited partnership, its sole member

By: PRISA III OP GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund LP, a Delaware limited partnership, its manager

By: PRISA III Fund GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund PIM, LLC, a Delaware limited liability company, its sole member

By: Prudential Investment Management, Inc., a New Jersey corporation, its sole member

WITNESS:

By: _____
Name: _____
Title: _____

_____

TENANT:

BIG PIE IN THE SKY PIZZERIA, LLC, a Georgia limited liability company

By: _____
Name: _____
Title: _____

WITNESS:

_____

Exhibit A

Depiction of Expansion Space

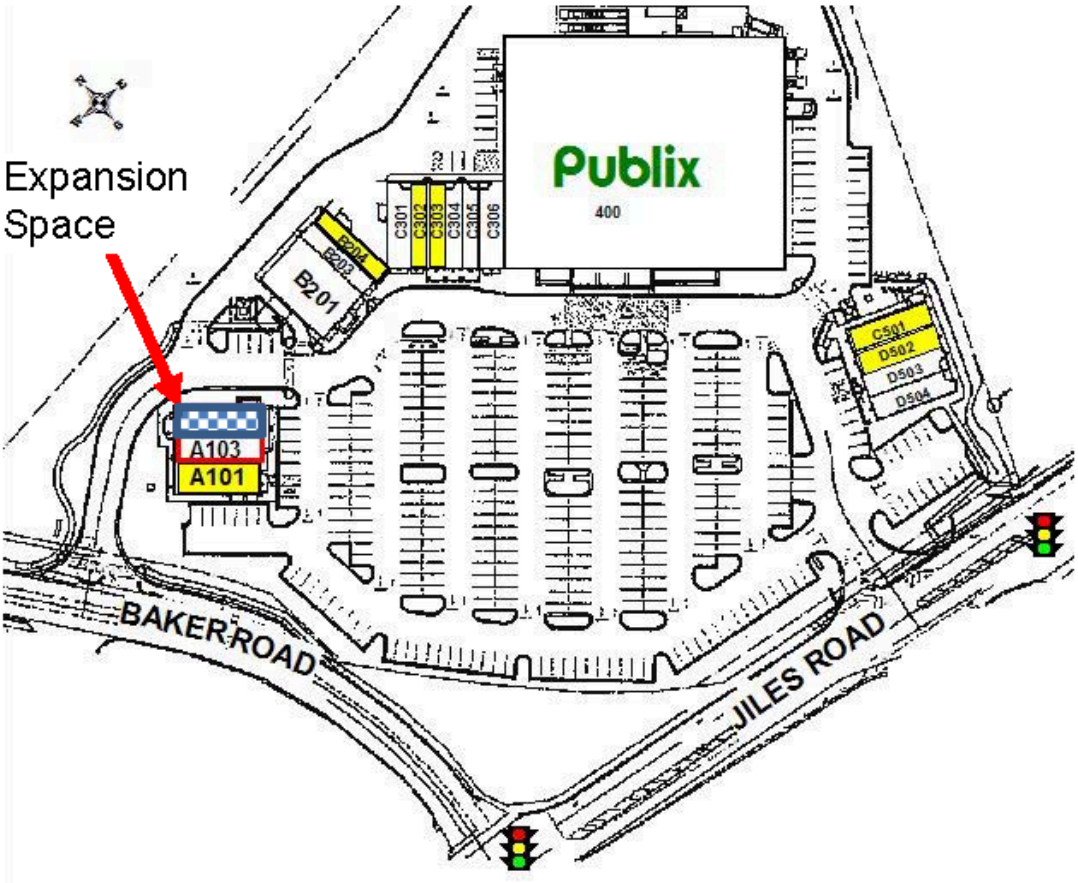


Exhibit B

Depiction of Premises (i.e. Current Premises and Expansion Space)

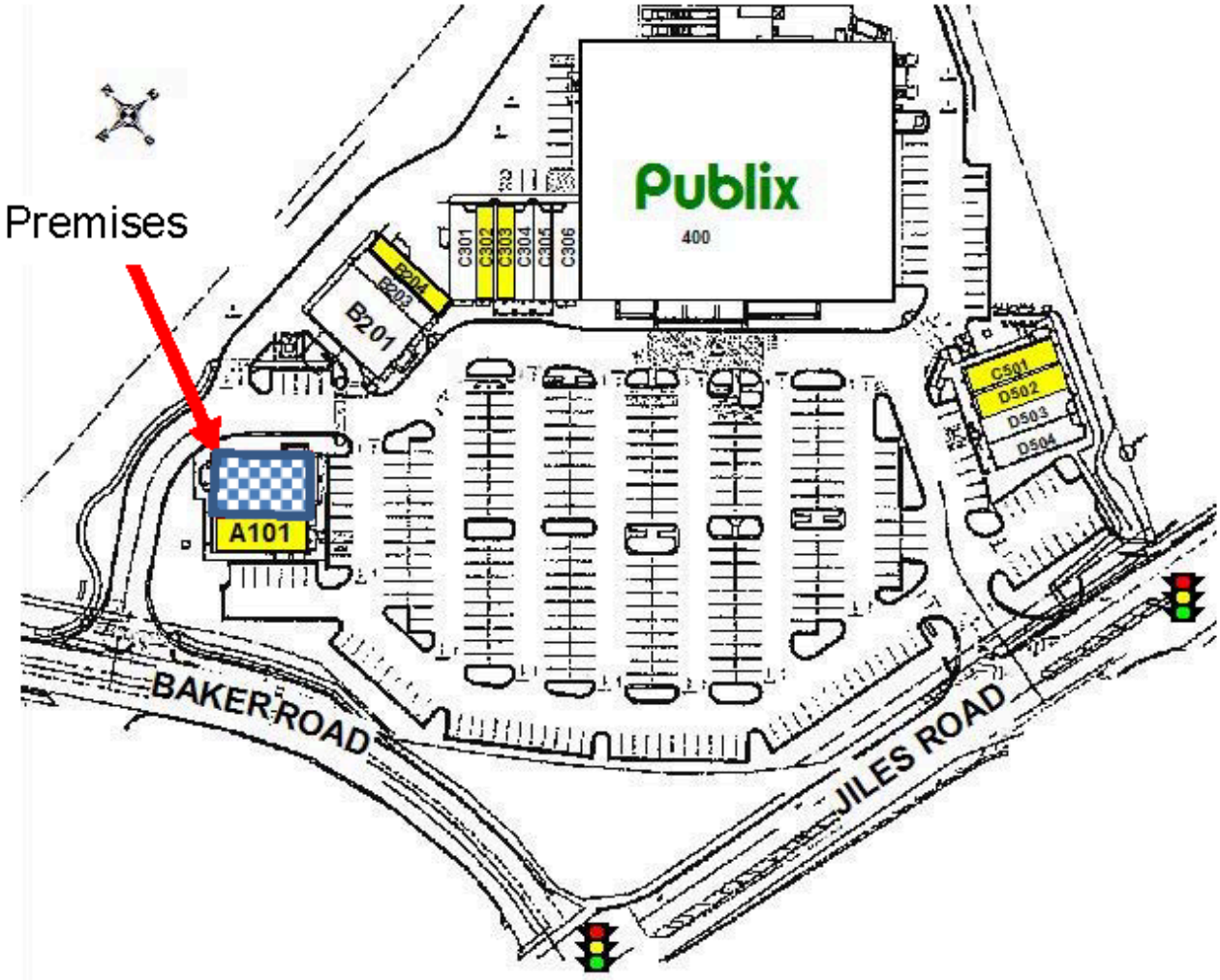


Exhibit C

Legal Description of Land

Surveyors Overall Description of Property:

Tracts 1, 2, & 3

All that tract or parcel of land lying in and being part of Land Lot 62 of the 20th District, Cobb County, Georgia which is more particularly described as follows:

To find the TRUE POINT OF BEGINNING commence at a point lying on the northeasterly right-of-way intersection of Baker Road Connector (R/W varies) and Baker Road Relocated (60' R/W); THENCE leaving said intersection proceed along said right-of-way line of Baker Road Relocated, along a 440' radius curve turning to the left an arc distance of 88.93 feet, said curve being subtended by a chord bearing North 02 degrees 44 minutes 43 seconds West for a distance of 88.78 feet to a point lying on the southerly right-of-way intersection of Baker Road Relocated and Baker Road (40' R/W); THENCE leaving said right-of-way intersection, and continuing along said right-of-way line of Baker Road Relocated, along a 440' radius curve turning to the left an arc distance of 88.90 feet, said curve being subtended by a chord bearing of North 14 degrees 19 minutes 25 seconds West for a distance of 88.75 feet to a point lying on the northerly right-of-way intersection of Baker Road Relocated and Baker Road, said point being the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established, continuing along said right-of-way line, along a 440' radius curve turning to the left an arc distance of 93.90 feet, said curve being subtended by a chord bearing North 26 degrees 11 minutes 12 seconds West for a distance of 93.13 feet to a point; THENCE proceed North 38 degrees 06 minutes 00 seconds West for a distance of 19.84 feet to a point; THENCE proceed North 36 degrees 37 minutes 00 seconds West for a distance of 198.90 feet to a point; THENCE proceed North 38 degrees 36 minutes 55 seconds West for a distance of 53.80 feet to an iron pin set; THENCE leaving said right-of-way line, proceed North 82 degrees 29 minutes 20 seconds East for a distance of 684.06 feet to an iron pin set; THENCE proceed South 82 degrees 47 minutes 50 seconds East for a distance of 255.50 feet to an iron pin set; THENCE South 82 degrees 47 minutes 50 seconds East for a distance of 34.53 feet to a point; THENCE proceed South 20 degrees 05 minutes 10 seconds West for a distance of 649.05 feet to a point lying on the northerly right-of-way line of Baker Road Connector; THENCE 83 degrees 42 minutes 00 seconds West for a distance of 98.96 feet to an iron pin set; THENCE proceed along said right-of-way line North 83 degrees 42 minutes 00 seconds West for a distance of 154.17 feet to an iron pin set; THENCE proceed, North 83 degrees 42 minutes 00 seconds West for a distance of 46.59 feet to a point lying on the northeasterly right-of-way intersection of Baker Road Connector and Baker Road; THENCE leaving said right-of-way line of Baker Road Connector, proceed along said right-of-way line of Baker Road, North 57 degrees 25 minutes 00 seconds West for a distance of 57.01 feet; THENCE continuing along said right-of-way line. Proceed North 50 degrees 37 minutes 00 seconds West for a distance of 60.12 feet to a point; THENCE. proceed North 45 degrees 49 minutes 00 seconds West for a distance of 76.06 feet to a point; THENCE proceed North 43

degrees 06 minutes 00 seconds West for a distance of 76.11 feet to a point; THENCE proceed North 40 degrees 38 minutes 00 seconds West for a distance of 60.15 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING.

Exhibit D

Equipment

FOURTH AMENDMENT TO LEASE

THIS **FOURTH AMENDMENT TO LEASE** (this "**Amendment**") is entered into as of _____, 2018, by and between **PRU KENNESAW, LLC**, a Delaware limited liability company ("**Landlord**") and **BIG PIE IN THE SKY PIZZERIA, LLC**, a Georgia limited liability company ("**Tenant**").

RECITALS:

WHEREAS, Landlord, as a successor-in-interest to III T Kennesaw, LLC, and Tenant are parties to that certain Standard Shopping Center Lease dated as of August 24, 2006 (the "**Lease Agreement**"), covering certain space in the building located at 2235 Kennesaw Walk, Kennesaw, Georgia (the "**Building**") in the shopping center known as Kennesaw Walk Shopping Center (the "**Plaza**") as more particularly described therein;

WHEREAS, the Lease Agreement has been previously supplemented by that certain Revocable License Agreement (Common Area Sidewalks), and amended by that certain Addendum to Lease dated as of August 31, 2009, that certain Second Amendment to Lease dated as of April, 2012, and that certain Third Amendment to Lease dated as of April, 2014 (the "**Third Amendment**", and the Lease Agreement, as so supplemented and amended, the "**Lease**"), whereby Tenant currently leases from Landlord approximately 3,505 square feet of space as described in the Lease (the "**Premises**" and sometimes in the Lease referred to as the "Demised Premises");

WHEREAS, the Lease Term currently expires on March 31, 2019, but Tenant desires to extend the Lease Term to expire on March 31, 2024;

WHEREAS, subject to the terms and conditions set forth below, Landlord has agreed to extend the Lease Term to expire on March 31, 2024; and

WHEREAS, Landlord and Tenant desire to amend the Lease to reflect their agreements as to the terms and conditions governing the extension of the Lease Term.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants between the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord and Tenant agree as follows:

1. Recitals and Definitions. The recitals set forth above are true and correct and incorporated herein by reference. All terms used but not defined in this Amendment have the meanings given in the Lease.

2. Lease Term. The Lease Term is hereby extended to expire March 31, 2024. All references contained in the Lease to the "Lease Term" are hereby amended to reflect such

extension. Notwithstanding any other provision of the Lease to the contrary, Tenant has no right or option to extend or renew the Lease Term beyond March 31, 2024.

3. Base Rent. Base Rent from and after April 1, 2019, through the expiration of the Lease Term of the Lease shall be as set forth below:

Time Period	Annual Base Rent Per Square Foot	Monthly Installment of Base Rent
4/1/2019 - 3/31/2020	[redacted]	[redacted]
4/1/2020 - 3/31/2021	[redacted]	[redacted]
4/1/2021 - 3/31/2022	[redacted]	[redacted]
4/1/2022 - 3/31/2023	[redacted]	[redacted]
4/1/2023 - 3/31/2024	[redacted]	[redacted]

Base Rent shall be payable in accordance with the terms of the Lease, as amended hereby.

4. Additional Rent. Throughout the extended Lease Term, Tenant shall continue to pay all Additional Rent, including without limitation Common Area Operating Expenses, in accordance with the terms of the Lease, as amended hereby.

5. Acceptance of the Premises. **TENANT ACKNOWLEDGES THAT TENANT CURRENTLY OCCUPIES THE PREMISES AND, HEREBY ACCEPTS THE PREMISES IN "AS IS" CONDITION WITH ANY AND ALL FAULTS AND LATENT OR PATENT DEFECTS AND WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) OF LANDLORD OR ANY REPRESENTATIVE OF LANDLORD. LANDLORD HAS NOT MADE AND DOES NOT HEREBY MAKE AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PREMISES, THE BUILDING, OR THE PLAZA (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING QUALITY OF CONSTRUCTION, STATE OF REPAIR, WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) AND TENANT HAS NOT RELIED ON ANY SUCH REPRESENTATIONS OR WARRANTIES.** Except as expressly set forth Section 6 below, Tenant acknowledges and agrees that (i) Landlord has no obligation to perform any work, to install or construct any improvements or to make any alterations, renovations or modifications to the Premises, and (ii) Landlord has no obligation to pay, disburse or advance to Tenant any construction allowance, tenant-finish reimbursement or other amount in respect of any improvements, alterations or additions constructed, or to be constructed, by or on behalf of Tenant in the Premises.

6. Refurbishment Allowance. Landlord agrees to contribute up to [redacted] toward the cost of alterations to the Premises Tenant may wish to make, provided all such alterations are (i) performed in accordance with the Lease, and (ii) completed by December 31, 2019. If Tenant completes such work in accordance with the Lease and delivers to Landlord copies of third party invoices evidencing Tenant's payment in full for all labor and materials used in such alterations by December 31, 2019, then Landlord shall, within thirty (30) days after receipt of such invoices, pay to Tenant the lesser of (x) [redacted] and (y) the actual out-of-pocket cost of labor and materials used in such alterations. If Tenant fails to complete such work in accordance with the Lease or to deliver to Landlord copies of third party invoices evidencing Tenant's payment in full for all labor and materials used in such alterations by December 31, 2019, then Tenant shall not be entitled to any payment or credit form Landlord under this Section 6.

7. ERISA Matters. Tenant represents, warrants, and covenants to Landlord that, as of the date hereof and throughout the Lease Term, as it may be further extended or renewed, Tenant is not, and is not entering into this Amendment on behalf of, (i) an employee benefit plan, (ii) a trust holding assets of such a plan or (iii) an entity holding assets of such a plan. Notwithstanding any terms to the contrary in the Lease, in no event may Tenant assign or transfer its interest under the Lease to a third party who is, or is entering into the Lease or assignment or transfer on behalf of, (x) an employee benefit plan, (y) a trust holding assets of such a plan, or (y) an entity holding assets of such a plan if such assignment or transfer would cause Landlord to incur any prohibited transaction excise tax penalties or other materially adverse consequences under the Employee Retirement Income Security Act of 1974, as amended, Section 4975 of the Internal Revenue Code, as amended, or similar law.

8. OFAC Representations. Tenant represents and warrants to and covenants with Landlord that:

(a) Tenant is not, and shall not during the Lease Term (as extended hereby and as it may be further extended or renewed) become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H. R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons");

(b) Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises or the Plaza and will not, during the Lease Term (as extended hereby and as it may be further extended or renewed), engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises or the Plaza; and

(c) breach of any representation, warranty, or covenant set forth in this Section 8 shall be an immediate event of default of the Lease by Tenant without notice, entitling Landlord to any and all remedies under the Lease, or at law or in equity, including without limitation the right to immediately terminate the Lease.

9. Brokers. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Amendment other than The Shopping Center Group, LLC ("**Landlord's Broker**") and that it knows of no other real estate brokers or agents who are or might be entitled to a commission in connection with this Amendment. Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any liability or claim arising with respect to any brokers or agents claiming a commission or other compensation by, through, or under Tenant in connection with this Amendment.

10. Authority. Tenant and each person signing this Amendment on behalf of Tenant represents to Landlord as follows: (i) Tenant is duly formed and validly existing under the laws of the State of Georgia, (ii) Tenant has and is qualified to do business in Georgia, (iii) Tenant has the full right and authority to enter into this Amendment, and (iv) each person signing on behalf of Tenant was and continues to be authorized to do so.

11. Estoppel. Tenant hereby represents, warrants and agrees that: (i) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with the giving of notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Lease.

12. Ratification of Lease. As amended hereby, the Lease shall remain in full force and effect in accordance with its terms and is hereby ratified. In the event of a conflict between the Lease and this Amendment, this Amendment shall control. In no event shall Landlord be liable for any consequential, special or punitive damages as a result of any breach of or default under the Lease (as amended hereby or as hereafter amended) by Landlord.

13. No Representations. Landlord and Landlord's agents have made no representations or promises, express or implied, in connection with this Amendment except as expressly set forth herein and Tenant has not relied on any representations except as expressly set forth herein.

14. Entire Agreement. This Amendment, together with the Lease, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Amendment or the Lease, and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose unless expressly stated in this Amendment or the Lease.

15. Section Headings. The section headings contained in this Amendment are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

16. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. Severability. A determination that any provision of this Amendment is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Amendment to any person, entity, or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons, entities, or circumstances.

18. Governing Law. This Amendment shall be governed by the laws of the State of Georgia.

19. Submission of Amendment Not Offer. The submission by Landlord to Tenant of this Amendment for Tenant's consideration shall have no binding force or effect, shall not constitute an option, and shall not confer any rights upon Tenant or impose any obligations upon Landlord irrespective of any reliance thereon, change of position or partial performance. This Amendment is effective and binding on Landlord only upon the execution and delivery of this Amendment by Landlord and Tenant and receipt by Landlord of that certain Second Amendment and Ratification of Guaranty, of even date herewith, executed by Dirk H. Tendick as Guarantor.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first above written.

LANDLORD:

PRU KENNESAW, LLC, a Delaware limited liability company

By: PRISA III Legacy, LLC, a Delaware limited liability company

By: PRISA III REIT Operating LP, a Delaware limited partnership, its sole member

By: PRISA III OP GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund LP, a Delaware limited partnership, its manager

By: PRISA III Fund GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund PIM, LLC, a Delaware limited liability company, its sole member

By: PGIM, Inc., a New Jersey corporation, its sole member

WITNESS:

By: _____
Name: _____
Title: _____

_____
Print name: _____

TENANT:

BIG PIE IN THE SKY PIZZERIA, LLC, a Georgia limited liability company

WITNESS:

By: _____
Name: _____
Title: _____

_____
Print name: _____

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FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (the "Agreement") is made as of 4/22/2024 | 2:54 PM EDT ("Effective Date"), by and between SO-KENNESAW WALK JV, LLC, a Delaware limited liability company ("Landlord"), and BIG PIE IN THE SKY PIZZERIA, LLC, a Georgia limited liability company ("Tenant").

Landlord and Tenant are parties to that certain Standard Shopping Center Lease dated August 24, 2006, as amended by an Addendum to Lease dated August 31, 2009, a Second Amendment to Lease dated April 2012, a Third Amendment to Lease dated April 2014, and a Fourth Amendment to Lease dated December 5, 2018 (collectively, the "Lease") pursuant to which Landlord leases to Tenant certain premises consisting of approximately 3,505 square feet in the shopping center known as Kennesaw Walk in Kennesaw, Georgia ("Shopping Center").

The term of the Lease expires on March 31, 2024. Landlord and Tenant desire to extend the term of the Lease on the terms and conditions provided in this Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Lease Term. The Lease Term is extended for one additional period of 5 years, commencing on April 1, 2024 and terminating on March 31, 2029 ("Extended Term"), on the same terms and conditions contained in the Lease except as otherwise provided in this Amendment. All references in the Lease to the "Lease Term" will include the Extended Term.

2. Option Term. Landlord grants to Tenant an option ("Option") to extend the Term for one additional period of 5 years, commencing on April 1, 2029 and terminating on March 31, 2034 (the "Option Term"), on the same terms and conditions contained in the Lease except as otherwise provided in this Amendment, provided that Tenant satisfies the following conditions: (a) Tenant notifies Landlord in writing on or before April 1, 2028 of Tenant's intention to exercise the Option, (b) at the time notice is given by the Tenant and at the expiration of the Extended Term, (i) Tenant is not in default of any of its obligations under the Lease beyond applicable notice and cure periods, and (ii) Tenant is open and operating at the Demised Premises. Except as provided in this Section 2, Tenant will have no further right or option to extend or renew the Lease Term. All references in the Lease to the "Lease Term" will include the Option Term, if applicable.

3. Base Rent.

(a) During the Extended Term, Tenant shall pay Base Rent in the following amounts, payable as provided in the Lease:

April 1, 2024 – March 31, 2025 [redacted]
April 1, 2025 – March 31, 2026 [redacted]
April 1, 2026 – March 31, 2027 [redacted]
April 1, 2027 – March 31, 2028 [redacted]
April 1, 2028 – March 31, 2029 [redacted]

(b) During the Option Term, Tenant shall pay Base Rent in the following amounts, payable as provided in the Lease:

April 1, 2029 – March 31, 2030 [redacted]

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April 1, 2030 – March 31, 2031
April 1, 2031 – March 31, 2032
April 1, 2032 – March 31, 2033
April 1, 2033 – March 31, 2034

[redacted]

4. Additional Rent. During the Extended Term and Option Term, Tenant shall also pay all Additional Rent and other amounts provided in the Lease, including without limitation, all amounts set forth in Sections 6.4, 6.5, and 6.6 of the Lease, all in the amounts and payable as set forth in the Lease.

5. Landlord HVAC Work. Following the Effective Date, Landlord, at Landlord's cost and expense, will complete the work described on attached Exhibit A.

6. Tenant Improvement Allowance.

(a) Allowance Amount. Subject to and in accordance with the terms set forth in this Section 6, Landlord shall reimburse Tenant for the costs incurred by Tenant for Tenant's Work in an amount equal to the lesser of (i) the Reimbursable Costs, and (ii) [redacted] (the "Tenant Allowance"). "Tenant's Work" means certain leasehold improvements Tenant will make to the Premises, provided Tenant will obtain Landlord's written consent prior to commencing any such improvements. "Reimbursable Costs" means the actual and verified costs incurred by Tenant for labor and material relating to leasehold improvements purchased and installed upon the Demised Premises, architects' and engineer's fees, permit fees, insurance and bond premiums, and interior design layout fees but excludes any costs incurred by Tenant for trade fixtures, inventory, other personal property, and legal fees.

(b) Payment Requirements. Landlord will pay the Tenant Allowance to Tenant within 45 days after Tenant has provided to Landlord all of the following: (i) paid receipts for Reimbursable Costs for Tenant's Work, (ii) a properly executed final unconditional lien waiver, in form reasonably acceptable to Landlord, from Tenant's general contractor with respect to Tenant's Work, and (iii) a copy of the final inspection report from the applicable governmental authority, if required, approving completion of Tenant's Work.

(c) Other Conditions to Payment. Landlord will not be required to pay any portion of the Tenant Allowance to Tenant if (i) Tenant is in default under the Lease, (ii) Tenant has not provided Landlord with Tenant's Form W-9, (iii) any liens have been filed against the Demised Premises or the Shopping Center as relates to the Tenant's Work, or (iv) the request for payment of the Tenant Allowance is submitted to Landlord after the first anniversary of the Effective Date. Tenant shall send any notice regarding the Tenant Improvement Allowance to the following address: **SO-Kennesaw Walk JV, LLC, Attn: Construction Manager, 10100 Waterville Street, Whitehouse, OH 43571**.

(d) Termination. If Landlord terminates this Lease prior to the scheduled expiration date on account of a default by Tenant or if this Lease is otherwise terminated, in addition to all other remedies available to Landlord on account of such default, Tenant shall, upon receipt of written demand therefor, promptly pay to Landlord the unamortized value (as of the date of termination) of the Tenant Allowance actually disbursed by Landlord to Tenant pursuant to this Section 6 (the "Unamortized Tenant Allowance"), which will be calculated by amortizing the actual amount of the Tenant Allowance disbursed by Landlord on a self-liquidating mortgage style basis over the Extended Term using the interest rate for late payments of rent provided in Section 6.2 of the Lease. The provisions of this Section 6(d) will survive the termination of this Lease.

7. Payment of Rent. Notwithstanding anything to the contrary in the Lease, during the Lease Term, all payments of rent shall be made payable to SO-Kennesaw Walk JV, LLC, c/o ShopOne Centers

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Operating, using the VersaPay Tenant Portal, or at such address designated by Landlord. Landlord will provide Tenant with the Tenant Online Portal set-up instructions to Tenant's e-mail address, bigpieinthesky@gmail.com. Landlord will not charge a fee to Tenant for using the Tenant Online Portal. Any payment not paid using the Tenant Online Portal in violation hereof (and without prejudice to Landlord's right to enforce this provision) shall be made in immediately available funds (e.g., certified check) and include any Landlord assigned Lease number. Landlord may change the Tenant Online Portal service provider upon 30 days advance notice to Tenant.

8. Gross Sales. Within 30 days after the end of each calendar year, Tenant shall deliver to Landlord a written statement of the Gross Sales derived from the Demised Premises in the immediately preceding calendar year, which statement must be certified by Tenant or an authorized officer of Tenant. If Tenant fails to provide any Gross Sales report when due, Tenant shall incur a late fee of [redacted] per month per report until such report is received by Landlord. "Gross Sales" means the amount of gross sales of all goods, wares, merchandise, food, and beverages (inclusive of alcoholic beverages) sold, rented or leased and the charges of all services performed by Tenant or any other person, in, at or from the Demised Premises, for cash, credit or otherwise, without reserve or deductions for uncollected amounts, including but not limited to sales and services (a) where the orders originate in, at or from the Demised Premises, regardless of from where delivery or performance is made, (b) pursuant to internet, catalog, mail, telephone, or otherwise received or filled at the Demised Premises, or (c) resulting from transactions originating in, at, or from the Demised Premises and deposits not refunded to customers.

9. Guaranty. As a condition to Landlord's obligations under the Lease, as amended by this Amendment, Tenant shall deliver to Landlord a guaranty, in the form of attached Exhibit A, from Dirk H. Tendick ("Guarantor"), pursuant to which Guarantor will unconditionally and irrevocably guaranty the performance of all of Tenant's obligations under the Lease.

10. Notices. The parties addresses for notices will be as follows:

If to Landlord:
SO-Kennesaw Walk JV, LLC
10100 Waterville Street
Whitehouse, Ohio 43571
Attn: Lease Administrator

With a copy to:
SO-Kennesaw Walk JV, LLC
c/o Shop One JV REIT, LLC
60 East 42nd Street, Suite 464
New York, New York 10165
Attn: Chief Operating Officer

If to Tenant:
Big Pie in the Sky Pizzeria, LLC
2807 Quince Lane NW
Acworth, Georgia 30101

11. Brokers. Landlord and Tenant each represent and warrant to the other that it has not dealt with any broker, agent, or other person who may be entitled to any commission or finder's fee in connection with this Amendment. Landlord and Tenant shall each indemnify, defend, and hold the other harmless from any commissions, fees, and other amounts owed to any firm or person who claim to have represented the indemnifying party in connection with this Amendment.

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12. Reaffirmation of Lease. Landlord and Tenant each confirm and reaffirm their respective obligations under the Lease, intending them to remain in full force and effect in accordance with the Lease as modified by this Amendment. To the extent any of the terms, covenants, and conditions of this Amendment are inconsistent with the terms, covenants, and conditions of the Lease, the terms, covenants, and conditions of this Amendment shall prevail and control.

13. Miscellaneous. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same amendment. Delivery of an executed copy of this Amendment by electronic mail will be legal and binding and will have the same full force and effect as if an original executed copy of this Amendment had been delivered. Execution and delivery of this Amendment through an electronic signature platform (e.g., docusign) will be legal and binding and will have the same full force and effect as if an original executed copy of this Amendment had been delivered.

[SIGNATURE PAGE FOLLOWS]
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The parties have executed this Agreement as of the date first set forth above.

LANDLORD
SO-KENNESAW WALK JV, LLC

DocuSigned by:
By Michael Makinen
FEA12C22492744D...
Michael Makinen, Authorized Representative

TENANT
BIG PIE IN THE SKY PIZZERIA, LLC

DocuSigned by:
By
50FB83DAB50A44C...
Dirk H. Tendick
Its Owner/Member

[Signature page to Fifth Amendment to Lease]

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EXHIBIT A

LANDLORD WORK

Replace existing 4-ton rooftop HVAC unit with a new 4-ton rooftop HVAC unit installed in the same location as the existing unit. Replace existing 10-ton rooftop HVAC unit with a new 10-ton rooftop HVAC unit installed in the same location as the existing unit. All related ductwork in the Demised Premises will be Tenant's responsibility. Any smoke detectors will be Tenant's responsibility.

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EXHIBIT B

GUARANTY

THIS GUARANTY OF LEASE (this "Guaranty") is made as of 4/22/2024 | 10:15 AM PDT, 2024, by Dirk H. Tendick, an individual resident of the State of Georgia ("Guarantor"), to and for the benefit of SO-Kennesaw Walk JV, LLC ("Landlord").

Landlord, as landlord, and Big Pie in the Sky Pizzeria, LLC, a Georgia limited liability company ("Tenant"), as tenant, are parties to a certain Standard Shopping Center Lease dated August 24, 2006, as amended by an Addendum to Lease dated August 31, 2009, a Second Amendment to Lease dated April 2012, a Third Amendment to Lease dated April 2014, and a Fourth Amendment to Lease dated December 5, 2018, and a Fifth Amendment to Lease dated on or about the date of this Guaranty ("Fifth Amendment") (as hereafter supplemented, amended, restated, renewed, extended, replaced or modified, collectively, the "Lease"), pursuant to which Tenant leases or will lease from Landlord certain premises in the shopping center known as Kennesaw Walk, located in Kennesaw, Georgia, all as more particularly described in the Lease. All capitalized terms that are not expressly defined in this Guaranty shall have the same meanings herein as are ascribed to such terms in the Lease.

A. Landlord has required, as a condition to its execution and performance of the Fifth Amendment, that Guarantor execute and deliver this Guaranty of all obligations of Tenant arising and all sums due by Tenant under the Lease. The execution and delivery of this Guaranty by Guarantor is a material inducement to Landlord for the execution and performance of the Lease.

B. Guarantor has a financial interest in Tenant and will be benefited by the Lease. Accordingly, Guarantor has agreed to execute, deliver and perform this Guaranty.

NOW, THEREFORE, in consideration of the Recitals set forth above and in consideration of Landlord executing and performing its obligations under the Lease and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Guarantor covenants and agrees as follows:

1. **Recitals**. The Recitals set forth above are incorporated herein and shall be deemed terms and provisions hereof.

2. **Guaranty**. For the term of the Lease, subject to Section 3 below, Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord:

(a) The full and prompt payment when due, whether upon acceleration or otherwise, and at all times thereafter, of any and all rentals, debts and obligations of Tenant for the payment of money, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, due or to become due, known or unknown to Guarantor at the time of the execution of this Guaranty, including, without limitation, all Base Rent, Additional Rent, late fees, payments in respect of real estate taxes, assessments, governmental charges, premiums for insurance policies, amounts required to discharge mechanics' and materialmen's liens and claims therefor, and any other sums which may now be or hereafter become due by Tenant under the Lease;

(b) The payment of all Enforcement Costs (as hereinafter defined); and

(c) The full, complete and punctual observance, performance and satisfaction of all covenants, terms, conditions, obligations, duties and agreements of Tenant under the Lease.

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All amounts due and debts, liabilities and payment obligations described in subparagraphs (a) and (b) of this Paragraph 2 are referred to herein as the "Liabilities". All obligations described in subparagraph (c) of this Paragraph 2 are referred to herein as the "Obligations".

3. Limitations. Guarantor's obligations under this Guaranty shall be limited to the sum of (a) all rent due and payable under the Lease through the date upon which Tenant has vacated the Premises or Landlord has obtained possession of the Premises, whichever is later, (b) an amount equal to 12 full calendar months of rent due and payable or which accrues under the Lease from and after the date upon which Tenant has vacated the Premises or Landlord has obtained possession of the Premises, whichever is later, (c) the Unamortized Tenant Allowance (as defined in Section 6(d) of the Fifth Amendment), and (d) the Enforcement Costs.

4. Landlord's Remedies.

(a) This Guaranty is an absolute, irrevocable, present and continuing guaranty of payment and performance and not merely a guaranty of collection. In the event of any default by Tenant under the Lease or under any other obligation to Landlord, after the expiration of any cure period applicable thereto, Guarantor agrees, on demand by Landlord, to pay all Liabilities then due hereunder. In the event that there shall be any default by Tenant, Guarantor or any other party under the Lease in the due and timely performance and observance of the Obligations or any of them after the expiration of any cure period applicable thereto, then, in such event, Guarantor agrees, on demand by Landlord: (i) to perform the Obligations; and (ii) to indemnify and hold Landlord and the other Indemnified Parties (hereinafter defined) harmless from and against any and all loss, damage, cost, expense, injury or liability Landlord or the Indemnified Parties may suffer or incur in connection with the exercise of the rights under the Lease, this Guaranty or otherwise in respect of the Demised Premises. If Guarantor fails to commence and pursue diligently the performance of the Obligations after the expiration of any cure period applicable thereto as provided in the immediately preceding sentence and if such failure continues for five (5) days after receipt by Guarantor of written notice from Landlord demanding the performance of Guarantor, then, either before or after pursuing any other remedy of Landlord against Guarantor or Tenant and regardless of whether Landlord shall ever pursue any such other remedy, Landlord shall have the right (but not the obligation) to perform the Obligations or to call upon any other reputable parties to perform the Obligations, and shall have the right to expend such sums as Landlord in its reasonable discretion deems proper in order so to complete the performance of the Obligations. During the course of the performance of any Obligations undertaken by Landlord or by any other party on behalf of Landlord, Guarantor shall pay on demand any amounts due to third parties in connection therewith. All amounts required to be paid by the terms hereof shall be included within the term "Liabilities", and all obligations required to be performed by the terms hereof shall be included within the term "Obligations".

(b) Notwithstanding anything to the contrary herein contained, in any action to enforce any of the liabilities or obligations of the Guarantor under this Guaranty, Landlord, at its election, may proceed against the Guarantor with or without: (i) joining Tenant in any such action; (ii) commencing any action against or obtaining any judgment against Tenant; or (iii) commencing any proceeding to enforce or realize upon any collateral or other security (including, without limitation, any security deposit or other guaranties) which may be given to secure Tenant's obligations under the Lease, or to obtain any judgment, decree or foreclosure sale with respect thereto. Nevertheless, the maintenance of any action or proceeding by Landlord to recover any sum or sums that may be or become due under the Lease or to secure the performance of any of the other terms, covenants and conditions of the Lease shall not preclude Landlord from demanding and receiving the payment of such sums and the performance of such other terms, covenants and conditions from Guarantor, or from thereafter instituting and maintaining subsequent actions or proceedings for any subsequent default or defaults of Tenant under the Lease. Guarantor does hereby

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consent that, without affecting the liability of Guarantor under this Guaranty and without notice to Guarantor, time may be given by Landlord to Tenant for payment of rent and such other sums and performance of said other terms, covenants and conditions, or any of them, and such time extended and indulgence granted from time to time, or Tenant may be dispossessed or Landlord may avail itself of or exercise any or all of the rights and remedies against Tenant provided by law or by the Lease, and may proceed either against Tenant alone or jointly against Tenant and Guarantor or against Guarantor alone without first proceeding or exhausting any remedy or claim against Tenant.

5. **Return of Payments**. Guarantor agrees that, if at any time all or any part of any payment theretofore applied by Landlord to any Liabilities is rescinded or returned by Landlord for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), such Liabilities shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Landlord, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by Landlord had not been made. Guarantor does hereby further agree that with respect to any payments made by Guarantor hereunder, Guarantor shall not have any rights based on suretyship, subrogation or otherwise to stand in the place of Landlord so as to compete with Landlord as a creditor of Tenant, and Guarantor hereby waives all such rights to the fullest extent permitted by law.

6. **No Discharge**. Guarantor agrees that the obligations, covenants and agreements of Guarantor under this Guaranty shall not be affected or impaired by any act of Landlord, or any event or condition except the full, final and unavoidable performance of all Obligations and payment of all Liabilities and any other sums due hereunder. Guarantor agrees that the liability of Guarantor hereunder shall not be discharged by, and Guarantor hereby irrevocably consents to: (i) any subsequent change, modification or amendment of the Lease in any of its terms, covenants and conditions, or in the rent or any other sums payable thereunder, or in the term thereof (the "Term"), or in the Demised Premises demised thereby (whether said Demised Premises be expanded, contracted, relocated, substituted or otherwise altered), and to any assignments of the Lease and to any sublettings of the Demised Premises, and to any extensions or renewals of the Lease or its Term; (ii) the renewal or extension of time for the payment of the Liabilities or performance of the Obligations under the Lease or any other agreement relating to the Demised Premises; (iii) any failure, omission, delay or inadequacy, whether entire or partial, of Landlord to exercise any right, power or remedy regarding the Lease or to enforce or realize upon (or to make any guarantor a party to the enforcement or realization upon) any of Landlord's security for the Lease, including, but not limited to, any impairment or release of such security by Landlord; (iv) the existence of any set off; claim or counterclaim or the reduction or diminution of the Liabilities, or any defense of any kind or nature, which Guarantor may have against Tenant or which any party other than Tenant has against Landlord; (v) the application of payments received from any source to the payment of any obligation other than the Liabilities, even though Landlord might lawfully have elected to apply such payments to any part or all of the Liabilities; (vi) the addition or release of any and all other guarantors, obligor and other persons liable for the payment of the Liabilities and/or performance of the Obligations, and the acceptance or release of any and all other security for the payment of the Liabilities and/or performance of the Obligations; or (vii) any distress or reentry by Landlord or dispossession of Tenant or any action or remedy taken by Landlord under the Lease, or any failure to notify Guarantor of any default by Tenant; all whether or not Guarantor shall have had notice or knowledge of any act or omission referred to in the foregoing clauses (i) through (vii) inclusive of this Paragraph.

In the event that the Lease is modified, renewed or extended in any respect by agreement between Landlord and Tenant either pursuant to an option granted in the Lease or otherwise, or in the event that Tenant holds over beyond the Term of the Lease, then the obligations hereunder of Guarantor shall extend to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease and of any such modification, renewal or extension thereof Guarantor intends that Guarantor shall remain liable hereunder as a principal until the full, final and unavoidable performance of all of the Obligations and the

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full, final and unavoidable payment of all Liabilities, notwithstanding any fact, act, event or occurrence which might otherwise operate as a legal or equitable discharge of a surety or guarantor.

7. **Application of Amounts Received**. Any amounts received by Landlord from whatsoever source on account of any Liabilities may be applied by Landlord toward the payment of such Liabilities, and in such order of application, as Landlord may from time to time elect.

8. **Waiver**. Guarantor expressly waives: (i) notice of the acceptance by Landlord of this Guaranty; (ii) notice of the existence, creation, payment or nonpayment of the Liabilities; (iii) presentment, demand, notice of dishonor, protest and all other notices whatsoever; and (iv) any failure by Landlord to inform Guarantor of any facts Landlord may now or hereafter know about Tenant, the Lease or the Demised Premises, it being understood and agreed that Guarantor has and will maintain personal knowledge of and is familiar with Tenant's financial condition and business affairs and has the ability to influence Tenant's decision-making processes, and that Landlord has no duty so to inform, and that Guarantor is fully responsible for being and remaining informed by, Tenant of all circumstances bearing on the Lease and this Guaranty. No modification or waiver of any of the provisions of this Guaranty will be binding upon Landlord except as expressly set forth in a writing duly signed and delivered on behalf of Landlord.

9. **Enforcement Costs**. If (i) the Lease or this Guaranty is placed in the hands of an attorney for enforcement or collection or is enforced or collected through any legal proceeding; (ii) an attorney is retained to represent Landlord in any proceeding (including, without limitation, any bankruptcy, reorganization, receivership or other proceeding affecting creditors' rights) involving a claim under or related to the Lease or this Guaranty, then Guarantor shall pay to Landlord upon demand all reasonable attorneys' fees, costs and expenses, including, without limitation, court costs and filing fees, and all other costs and expenses incurred in connection therewith (all of which are referred to herein as "Enforcement Costs"), in addition to all other amounts due hereunder, provided Landlord prevails in such legal proceeding.

10. **Transfer of Lease**. Notwithstanding any assignment or transfer of the Lease or any interest therein by Landlord, for collateral purposes or otherwise, each and every immediate and successive assignee, transferee or other successor in interest with respect to Landlord's interest under the Lease shall, to the extent of the interests assigned or transferred, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were Landlord.

11. **Governing Law Interpretation**. This Guaranty shall be governed by the laws of the State of Georgia without reference to the conflicts of law principles of that state. The headings of Paragraphs in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Guaranty, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. If this Guaranty is executed by more than one person or entity, then references to "Guarantor" herein shall be deemed to refer to each such person or entity and the liability of each such person or entity shall be joint and several, and the release by Landlord of any of them shall not release or affect in any manner the obligations of any other of them, and this Guaranty shall not be revoked, discharged or impaired as to any such persons or entities by reason of the death or incapacity or insolvency of any other of them. If any provision of this Guaranty, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is adjudicated by a court of competent jurisdiction to be invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. Time is of the essence of this Guaranty. All payments to be made hereunder shall be made in currency and coin of the United States of America, which is legal tender for public and private debts at the time of payment.

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12. **Entire Agreement**. This Guaranty constitutes the entire agreement between Guarantor and Landlord with respect to the subject matter hereof and supersedes all prior such agreements and understandings, both written and oral. This Guaranty may not be modified or amended except by a written instrument signed by Landlord and Guarantor. If this Guaranty is executed in several counterparts, each of those counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

13. Successors and Assigns.

(a) This Guaranty shall bind Guarantor and the heirs, assigns, successors, executors, administrators and legal and personal representatives of Guarantor; provided that Guarantor shall not be entitled to transfer or delegate its obligations hereunder. Regardless of whether this Guaranty is executed by more than one person or entity, it is agreed that the undersigned's liability hereunder is several and independent of any other guaranties or other obligations at any time in effect with respect to the Liabilities, the Obligations or any part thereof and that each Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations.

(b) This Guaranty shall inure to the benefit of and be enforceable by Landlord and Landlord's officers, agents, employees, partners, directors and shareholders, each of their respective successors and assigns, and each present or subsequent mortgagee of the Demised Premises and its successors and assigns (all such persons and entities shall be "Indemnified Parties" herein).

14. Certain Waivers by Guarantor. Guarantor hereby waives the benefit of (a) any statutes of limitation or repose affecting Tenant's liability under the Lease or Guarantor's liability under this Guaranty, and (b) the right to trial by jury in any action or proceeding that hereafter may be instituted in respect of the Lease or this Guaranty.

15. Notices. Any notice, demand or other communication which is given hereunder shall be in writing and shall be deemed given and served (a) upon receipt or refusal, if delivered personally, (b) one (1) business day after deposit with an overnight carrier service, or (c) upon deposit in the United States mail (certified or registered mail only), if mailed, and addressed to the intended recipient at its address set forth below or to such other address as such intended recipient may have designated by notice furnished in accordance herewith:

if to Landlord:

SO-Kennesaw Walk JV, LLC
c/o Lease Administration
10100 Waterville Street
Whitehouse, OH 43571

if to Guarantor:
Dirk H. Tendick
2807 Quince Lane NW
Acworth, Georgia 30101

Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Landlord by this Guaranty is not required to be given.

[SIGNATURE PAGE FOLLOWS]

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Guarantor has executed this Guaranty as of the date first set forth above.

GUARANTOR:

DocuSigned by:

50FB83DAB50A44C...

Dirk H. Tendick

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SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the "Agreement") is made as of 7/9/2025 | 2:03 PM EDT ("Effective Date") by and between SO - KENNESAW WALK JV, LLC, a Delaware limited liability company ("Landlord"), and BIG PIE IN THE SKY PIZZERIA, LLC, a Georgia limited liability company ("Tenant").

Landlord and Tenant are parties to that certain Standard Shopping Center Lease dated August 24, 2006, as amended by an Addendum to Lease dated August 31, 2009, a Second Amendment to Lease dated April 2012, a Third Amendment to Lease dated April 2014, a Fourth Amendment to Lease dated December 5, 2018, and a Fifth Amendment to Lease dated April 22, 2024 ("Fifth Amendment") (collectively, the "Lease") pursuant to which Landlord leases to Tenant certain premises consisting of approximately 3,505 square feet in the shopping center known as Kennesaw Walk in Kennesaw, Georgia.

Landlord and Tenant desire to amend the Lease on the terms and conditions provided in this Amendment.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Patio. During the Lease Term and subject to compliance with applicable law and the provisions of this Section 1, Tenant shall have the right to use the existing sidewalk area adjacent to the Premises and outlined on attached Exhibit A (the "Patio Area") for outdoor seating for Tenant's customers. Tenant will not have the right to make any improvements or alterations to the Patio Area without Landlord's prior written consent, provided that Tenant may install fencing around the Patio Area, subject to Landlord's review and approval of the fencing material. Tenant may place on the Patio Area movable chairs, tables, and umbrellas. The Patio Area will constitute a portion of the Premises, but the square foot area of the Patio Area will not be included in the square foot area of the Premises for purposes of calculating Base Rent or Tenant's Proportionate Share and no additional rent or charges are payable for Tenant's use of the Patio Area. Landlord will not have any obligations to repair, maintain, or build-out the Patio Area. Landlord will not have any obligation to monitor or police the Patio Area for use by persons other than Tenant and Tenant's customers. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Patio Area and all improvements made by Tenant within the Patio Area (including without limitation, any fencing) in good condition during the Lease Term, including without limitation, the prompt removal of all trash. For the avoidance of doubt, the Patio Area does not include the exterior walls of the building adjacent to the Premises.

2. Tenant Improvement Allowance. Section 6(c) of the Fifth Amendment is amended by amending and restated subsection (iv) as follows: "(iv) the request for payment of the Tenant Allowance is submitted to Landlord after October 22, 2025."

3. Reaffirmation of Lease. Landlord and Tenant each confirm and reaffirm their respective obligations under the Lease, intending them to remain in full force and effect in accordance with the Lease as modified by this Amendment. To the extent any of the terms, covenants, and conditions of this Amendment are inconsistent with the terms, covenants, and conditions of the Lease, the terms, covenants, and conditions of this Amendment shall prevail and control.

4. Miscellaneous. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same amendment. Delivery of an executed copy of this Amendment by electronic mail will be legal and binding and will have the same full force and effect as if an original executed copy of this Amendment had been delivered. Execution and

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delivery of this Amendment through an electronic signature platform (e.g., docusign) will be legal and binding and will have the same full force and effect as if an original executed copy of this Amendment had been delivered.

[SIGNATURE PAGE FOLLOWS]
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The parties have executed this Agreement as of the date first set forth above.

LANDLORD
SO - KENNESAW WALK JV, LLC

By DocuSigned by: Michael Makinen FEA12C22492744D... _____
Michael Makinen, Authorized Representative

TENANT
BIG PIE IN THE SKY PIZZERIA, LLC

By DocuSigned by: Dirk Tendick 50EB83DAB50A44C... _____
Dirk Tendick

Its Owner/Member _____

[Signature page to Sixth Amendment to Lease]

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EXHIBIT A
SITE PLAN



Item Report

TO: The Honorable Mayor and City Council

FROM: Jacob Riding, Crime Analyst

DATE: December 8, 2025

TITLE: **Crime Stats: November 2025**
Consideration to accept the November 2025 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. M&C Report November 2025 PPT

November 2025 Crime Statistics

Group A Crimes	Nov 2025	Nov 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	4 (-6)	10	46 (-3)	49
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+1)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	2 (+0)	2	30 (-3)	33
DRUG/ NARCOTICS OFFENSES	40 (+5)	35	341 (+2)	339
EMBEZZLEMENT	0 (+0)	0	3 (+0)	3
EXTORTION	1 (+0)	1	10 (-9)	19
FORGERY	0 (-3)	3	17 (-5)	22
FRAUD OFFENSES	20 (+3)	17	179 (+34)	145
HOMICIDE OFFENSES	0 (-1)	1	0 (-4)	4
INTIMIDATION	10 (+6)	4	113 (+52)	61
KIDNAPPING	0 (-1)	1	10 (-7)	17
LARCENY/ THEFT OFFENSES	12 (-3)	15	153 (+21)	132
MOTOR VEHICLE THEFT	1 (-2)	3	30 (+2)	28
PORNOGRAPHY OBSCENE MATERIAL	1 (+0)	1	4 (-5)	9
ROBBERY	0 (+0)	0	5 (+2)	3
SEX OFFENSES	3 (+1)	2	29 (-6)	35
SIMPLE ASSAULT	17 (-5)	22	153 (-60)	213
STOLEN PROPERTY OFFENSES	0 (-1)	1	12 (-7)	19
VANDALISM	6 (+2)	4	64 (-7)	71
WEAPONS LAW VIOLATIONS	7 (-7)	14	52 (-1)	53
Totals	**124**	**136**	**1252**	**1255**

	Nov 2025	Nov 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	748 (-67)	815	8,476 (-70)	8,546
Self-Initiated Activity	1,828 (+755)	1,073	16,313 (+3,301)	13,012
Traffic Citations	1,011 (+514)	497	7,413 (+1,361)	6,052
Traffic Warnings*	958 (+350)	608	9,058 (+2,405)	6,653
Arrests**	72 (+19)	53	887 (-47)	934

	Nov 2025	Nov 2024	YTD 2025	YTD 2024
Auto Accidents	107 (-16)	123	1,173 (-29)	1202
Accident w/ Injury	5 (-8)	13	99 (-1)	100
Hit and Run	12 (+4)	8	140 (+10)	130
Hit and Run w/ Injury	0 (-1)	1	4 (-3)	7
Person Hit by Auto w/ Injury	2 (+1)	1	8 (+4)	4

* Warnings do not include verbal warnings

** Arrests do not include juvenuile arrests

Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: December 8, 2025

TITLE: **Resolution: Professional Services for Cobb International Boulevard Pavement Reclamation Project**
Consideration for approval of a Resolution approving Patterson & Dewar Engineers's proposal for professional services for the Cobb International Boulevard Pavement Reclamation Project.

Summary:
Patterson & Dewar Engineers has submitted to the City a proposal to provide civil engineering services, including surveying, environmental, preliminary design, final design, and construction services, for the Cobb International Boulevard Pavement Reclamation Project. The request for approval will be a total of $285,950.00.

Recommendation:
The Public Works Director recommends approval of the proposal.

Fiscal Impact:
100.1050.54.141000.00000 Cobb International Grant Match

Attachments:
1. RES 2025- Patterson & Dewar Engineering Services Cobb International
2. Attachment A-Cobb International Blvd Proposal

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2025- ___

RESOLUTION TO APPROVE A PROPOSAL WITH PATTERSON & DEWAR ENGINEERS FOR PROFESSIONAL SERVICES FOR COBB INTERNATIONAL BOULEVARD PAVEMENT RECLAMATION 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 Professional Services for Cobb International Boulevard Pavement Reclamation Project; and

WHEREAS, Patterson & Dewar Engineers has represented to the City they are experienced and qualified to perform those services; and

WHEREAS, Patterson & Dewar Engineers has offered to provide the required engineering design services for an amount of $285,950.00 as shown on Attachment A.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a proposal with Patterson & Dewar Engineers 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 December 2025.

ATTEST: CITY OF KENNESAW

_____ _____

Lea Alvarez, City Clerk Derek Easterling, Mayor

Proposal for Professional Services

Cobb International Boulevard | Pavement Reclamation

Preconstruction and Construction Services

December 08, 2025

Presented to:

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

Mr. Ricky Stewart, Public Works Director
rstewart@kennesaw-ga.gov

patterson & dewar ENGINEERS
850 Center Way
Norcross, GA 30071
(770) 453-1410
pdengineers.com

Dear Mr. Stewart,

Patterson & Dewar Engineers, Inc. (P&D) is pleased to present this proposal for professional services for the Cobb International Boulevard Pavement Reclamation project (GDOT PI No. 0020663). The project spans approximately 8,000 linear feet (see Attachment A) and will consist of full depth reclamation/replacement of asphalt pavement to meet standards suitable for heavy industrial traffic. We recognize that federal funding has been allocated for the construction phase of this project, which will be administered by the Georgia Department of Transportation (GDOT), and that the project will be locally administered by Cobb County DOT (CCDOT). All proposed pre-construction and construction activities will be performed by GDOT pre-qualified consultants in accordance with GDOT's Plan Development Process (PDP). Detailed descriptions of the proposed services are provided below.

Scope of Services

Survey Database

A field survey will be conducted along the 8,000 linear foot corridor, within the existing right-of-way, to support roadway design efforts. The data collected will be used to develop a detailed survey database. Specific tasks include:

- Establish survey control (Horizontal Datum: NAD 83 (2011), Vertical Datum: NAVD 88)
- Provide survey control package
- Collect topographic survey data, including all relevant roadway features, such as pavement edges, curb/gutter, sidewalks, driveways, drainage structures, and visible utilities
- Collect property information and establish existing right-of-way and adjacent property boundaries
- Provide survey database in GDOT-compliant Open Roads Designer (ORD) format

Subsurface Utility Engineering (SUE) Quality Level C (QL-C)

Quality Level C (QL-C) SUE services will be provided along the project corridor to identify existing subsurface utilities through records research and review of visible utility features. All work will be performed in accordance with ASCE/UESI/CI Standard 38-22, Standard Guideline for Investigating and Documenting Existing Utilities. Specific tasks include:

- Conduct records research to identify existing subsurface utilities and utility owners
- Review above-ground utility features, pavement cuts, and trenches for evidence of utility locations
- Tie utility anchor points to the project survey datum (accurate to 0.2 ft horizontal)
- Resolve discrepancies between records and field evidence through additional review and field checks
- Incorporate Quality Level D findings from utility records
- Provide composite utility mapping in GDOT-compliant Open Roads Designer (ORD) format

Environmental Services

Environmental services will be provided to analyze and disclose project impacts in accordance with the National Environmental Policy Act (NEPA). Specific tasks include:

- Perform environmental management and coordination
- Update GDOTs TPro and P6 systems monthly
- Conduct early agency coordination and contribute to the Concept Report
- Prepare Ecology Programmatic Assessment Worksheet (PAW)
- Prepare Cultural Resources No Potential to Cause Effects document
- Prepare Air Assessment (MSAT A) and Type III Noise Screening
- Draft Programmatic Categorical Exclusion (PCE), Environmental Commitments Table (ECT), and Environmental Resource Impacts Table (ERIT)
- Prepare for let: one Cultural Resources reevaluation memo, one Ecology reevaluation memo, one Air & Noise memo, and one PCE reevaluation

Scoping and Concept

Scoping and concept services will be provided to establish project objectives and guide early development. Specific tasks include:

- Attend project kickoff meeting with stakeholders
- Create project description and justification statement
- Prepare a limited scope concept report for GDOT approval

Preliminary Plans

Preliminary plans will be developed to advance the project design and support GDOT review and approval. Specific tasks include:

- Preliminary Roadway Plans (including but not limited to):
  - Cover sheet
  - Index/Revision Summary
  - General Notes
  - Typical Sections
  - Summary of Quantities
  - Mainline Plans, including required erosion control measures
  - Roadway Profiles
  - Driveway Profiles
  - Cross Sections
  - Utility Plans (for first utility submission)
  - Signing and marking plans
- Pavement Design
- PFPR Participation, Report, and Responses (joint meeting with CCDOT and GDOT)
- Cost Estimate

Final Plans

The preliminary design will be refined and finalized based on feedback from authorities having jurisdiction. The final deliverable will be a constructible set of plans suitable for public bidding. Specific tasks include:

- Final Roadway Plans (including but not limited to):
  - Cover sheet
  - Index/Revision Summary
  - General Notes
  - Typical Sections
  - Summary of Quantities
  - Mainline Plans, including required erosion control measures
  - Roadway Profiles
  - Driveway Profiles
  - Cross Sections
  - Utility Plans (for second utility submission)
  - Signing and marking plans
- Pavement Design
- FFPR Participation, Report, and Responses (joint meeting with CCDOT and GDOT)
- Finalize Cost Estimate

Construction Services

The design team will support and assist CCDOT throughout the bidding and construction phases of the project. Specific tasks include:

- Attend pre-bid meeting
- Attend preconstruction meeting
- Respond to questions during bidding phase
- Respond to Requests for Information (RFIs)
- Provide plan revisions during construction, as needed
- Review shop drawings
- Perform 7-day inspection

Assumptions

This proposal was prepared with the following assumptions:

- The design team will attend monthly project team meetings with the City of Kennesaw, CCDOT, and GDOT (all meetings will be held via Microsoft Teams)
- No right-of-way or easement acquisition will be needed
- No community impact analysis will be performed
- No Environmental Justice (EJ) analysis will be required, as no disproportionate adverse effects to disadvantaged or low-income communities are anticipated
- The project does not adversely impact or affect any Section 4(f) protected resources
- The design team will utilize the Report of Pavement Evaluation provided by the City of Kennesaw (GeoHydro Engineers, dated November 05, 2025) and traffic count data collected by the City of Kennesaw (March 12–21, 2025)
- Traffic control will be provided by the City of Kennesaw, if necessary
- CCDOT will handle procurement and contract execution.

Exclusions

Items excluded from this proposal include, but are not limited to:

- Historic Resources Survey Report
- Ecology Resources Survey Report
- Archaeology survey and reporting
- Cultural Resources Assessment of Effects Report
- Ecology Assessment of Effects Report
- Air or Noise modeling
- 404 permit
- Buffer variance
- Protected species surveys
- Public outreach services
- Full Categorical Exclusion (CE)
- Construction engineering and inspection (CEI) services
- Plan review and permitting fees
- SUE Quality Level B (QL-B) and Quality Level A (QL-A)

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.

Survey Database: *$71,450*
SUE QL-C: *$43,100*
Environmental Services: *$51,600*
Scoping and Concept: *$29,800*
Preliminary Plans: *$56,600*
Final Plans: *$26,800*
Construction Services: *$6,600*

TOTAL Project Budget:..... $285,950

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.

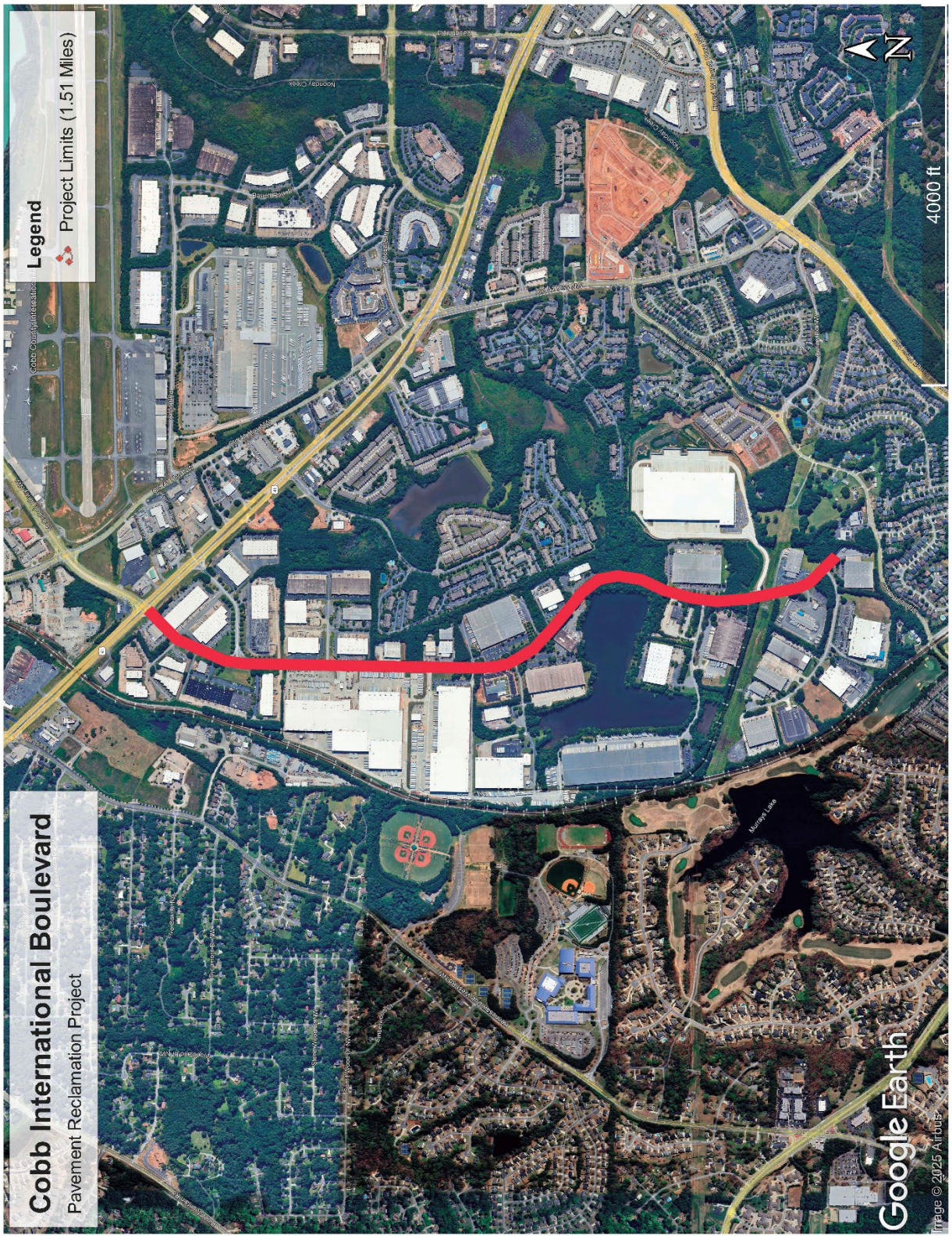
Attachment: A – Project Location Map

APPROVED – City of Kennesaw

Signature:_____ Name (Printed):_____

Title:_____ Date:_____

Attachment A – Project Location Map



Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: December 8, 2025

TITLE: **Discussion Only: Residential Occupancy and Family Definition**

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: December 8, 2025

TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: December 8, 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