Mayor
Derek Easterling
City Manager
Jeff Drobney, ICMA-CM
City Clerk
Lea Alvarez, CMC

Council
Madelyn Orochena
Tracey Viars
Jonathon Bothers
Antonio Jones
Anthony Gutierrez-Leon

City Council Work Session
Meeting Agenda
February 9, 2026 6:30 PM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

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

---

1. **Invocation**
2. **Pledge of Allegiance**
3. **Call to Order**
4. **Announcements**
5. **Presentations**
   A. **Discussion: Lazy Guy Distillery**
   Briefing to the Mayor and Council regarding an application for bonds-for-title incentives through the Kennesaw Downtown Development Authority from Lazy Guy Distillery.
6. **Old Business**
7. **New Business**
8. **Committee and Board Reports**
   A. **Road Closures: Big Shanty Festival**
   Consideration for approval of road closures on April 17-19, 2026 to support the Big Shanty Festival.
9. **Public Hearing(s)**
   A. **Ordinance: Rezoning Request for 6095 Pine Mountain Road**
   Consideration for approval of an ordinance authorizing a rezoning request submitted by DRB Group Georgia, LLC for the property located at 6095 Pine Mountain Rd (parcel #20014001380). Case #RZ2025-03
   B. **Ordinance: Rezoning Request for 1600 Old 41 Hwy**

Consideration for approval of an ordinance authorizing a rezoning request submitted by Walton Communities, LLC for the properties located at 1600 Old 41 Hwy (parcel # 20021200130, 20021201560). Case #RZ2026-01

C. **Ordinance: Rezoning Request for 2995 & 2997 N Main Street**
Consideration for approval of an ordinance authorizing a rezoning request submitted by Dean Klein for the unassigned right-of-way (ROW) located at 2995 & 2997 N Main Street (parcel # 20013900140, 20013900130). Case #RZ2026-02

D. **Ordinance: Unified Development Code Text Amendment**
Consideration for approval of an ordinance to amend the Unified Development Code, Appendix A, Section 2.01.03 “Residential Zoning Districts” and Section 9.01.00 “Nonconforming Uses” of said chapter as submitted by the City of Kennesaw. Case #MISC2026-02

E. **Ordinance: 2026 Zoning Map**
Consideration for approval of an Ordinance to adopt the 2026 Official Zoning Map for the City of Kennesaw. Case # MISC2026-03

10. Consent Agenda

A. **Minutes: February 2, 2026 Regular Meeting**
Approval of the February 2, 2026, City Council regular meeting minutes.

11. General and Administrative

A. **Resolution: GovMVMT Purchasing Agreement**
Consideration for approval of a Resolution authorizing an agreement with GovMVMT for cooperative purchasing.

B. **Alcohol License: Shree Pizzeria D/B/A Johnny's New York Style Pizza**
Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Shree Pizzeria, LLC D/B/A Johnny's New York Style Pizza located at 1635 Old 41 Highway NW, Suite 104, Kennsaw, GA 30152.
Applicants: Kinjal Patel and Pratikkumar Patel

12. Public Safety

A. **Resolution: Purchase of 911 Dispatch Consoles**
Consideration for approval of a Resolution authorizing the purchase of dispatch consoles for the Kennesaw/Acworth 911 Disptach Center from Evans Consoles Incorporated.

B. **Crime Stats: January 2026**
Consideration for the acceptance of the January 2026 crime statistics.

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

A. **Resolution: Playground Equipment and Shade Structures for Chalker Park**
Consideration for approval of a Resolution authorizing a proposal by Play South Playground Creators for the purchase and installation of playground equipment, rubberized surface, and shade structures for Chalker Park.

B. **Resolution: 2026 RCS Productions Contract**
Consideration for approval of a Resolution executing a contract with RCS Productions Inc. for the 2026 Concert Series.

C. **Road Closures: 2026 Parks and Recreation Events**
Consideration for approval of road closures to support 2026 Parks and Recreation events including: Touch a Truck, Gran Prix 5K Race Series, Concert Series, and Salute to America.

16. Community Development

A. **Final Plat Application: 1992, 2026, 2036 & 2046 Maple Dr**
Approval of the final plat application submitted by Lynne Watts; this plat will consolidate six (6) lots into one tract consisting of 3.66 +/- acres (Parcel numbers #20010003300, 20010003310, 20010002990 & 20010000980). Case# PC2025-01

B. **Final Plat Application: 2995 & 2997 N Main St (Unassigned Right-of-Way)**
Approval of the final plat application submitted by Dean Klein; this plat will consolidate 0.11 +/- acres of unassigned right-of-way into the existing residential tracts located at 2995 & 2997 N Main St. (Parcel numbers #20013900130 & 20013900140). Case #PC2026-01

17. Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

19. Mayor's Report

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

20. Council Reports & Discussions

A. **Discussion: Natural Playground in Depot Park**
Discussion item as requested by Councilmember Orochena regarding the addition of a "natural playground" or "playscape" area in Depot Park.

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: Luke Howe, Economic Development Director

DATE: February 9, 2026

TITLE: **Discussion: Lazy Guy Distillery**
Briefing to the Mayor and Council regarding an application for bonds-for-title incentives through the Kennesaw Downtown Development Authority from Lazy Guy Distillery.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 260204-Lazy-Guy-Incentives-Application-Memo
2. Lazy-Guy-Distillery-Renderings

MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC

City of Kennesaw, GA
Honoring Our Heritage - Forging Our Future

COUNCIL
Mayor Pro Tem Antonio Jones
Madelyn Orochena
Tracey Viars
Jonathon Bothers
Anthony Gutierrez-Leon

MEMORANDUM
FEBRUARY 4, 2026

TO: **MAYOR AND CITY COUNCIL**

FROM: **LUKE HOWE, ECONOMIC DEVELOPMENT DIRECTOR**

Lazy Guy Distillery is applying for bonds-for-title/ property tax abatement to help finance the construction of his new location at 2690 Keene Street (see below).



Staff is proposing a 20-year term abatement. The abatement would be collateralized by a conventional banking institution. The proposed bond model is included on the following page.

Current taxes on 2690 Keene total approximately $2,500. Lazy Guy would continue to make those payments in the form of PILOTs (payment in lieu of taxes). From a practical standpoint, the new tax value created would be abated. Over the term, Lazy Guy would yield a little over $970,000 in tax savings.

Lazy Guy's bonds-for-title application will be presented to the KDDA on Feb. 13th. Staff will be recommending approval.

Year	Real Property Assessed Value	Property Taxes (Before Abatement Savings)	Abatement %	Abated Property Taxes	PILOT Payments Due	Net Abated Savings
1	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
2	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
3	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
4	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
5	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
6	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
7	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
8	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
9	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
10	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
11	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
12	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
13	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
14	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
15	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
16	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
17	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
18	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
19	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
20	$ 1,280,000.00	$ 51,008.00	100.00%	$ 51,008.00	$ 2,500.00	$ 48,508.00
TOTAL		**$ 1,020,160.00**		**$ 1,020,160.00**	**$ 50,000.00**	**$ 970,160.00**


Lazy Guy
Lazy Guy
TILLERY


DISTILLERY



Item Report

TO: The Honorable Mayor and City Council

FROM: Marty Hughes, Assistant City Manager

DATE: February 9, 2026

TITLE: **Road Closures: Big Shanty Festival**
Consideration for approval of road closures on April 17-19, 2026 to support the Big Shanty Festival.

Summary:1. Beginning Friday, April 17 at 6:00 PM until Sunday, April 19 at 9:00 PM.:
- J.O. Stephenson Avenue from Main Street to Dallas Street
- Cherokee Street from Main Street to Shirley Drive/Big Shanty Drive
- Watts Drive from Dallas Street to Main Street
- Lewis Street from Dallas Street to Main Street

2. Beginning Saturday, April 18 at 5:00 AM until Sunday, April 19 at 9:00 PM.:
- Main Street from Summer Street to Moon Station Road

Recommendation:
The Events Committee recommends approval.

Fiscal Impact:

Attachments:
1. Big Shanty Festival Event Application 2026

City of Kennesaw Special Event Application

Applications to hold an event must be submitted to the Kennesaw Events Committee at least 90 days before your event. The application will be reviewed by the Kennesaw Events Committee during their monthly meeting held on the first Thursday of each month at 3:30pm at City Hall. Direct your applications to Marty Hughes, Events Committee Chair at mhughes@kennesaw-ga.gov.

A NON-REFUNDABLE APPLICATION FEE OF $50 IS DUE UPON RECEIPT OF THIS APPLICATION. CHECK TO BE MADE TO CITY OF KENNESAW.

You will be notified of the exact Kennesaw Events Committee meeting date so you can be present to discuss your event with the committee members. **You are required to attend that meeting.**

Please note that filling out an application does not guarantee approval of requests. Final approval or denial is determined by the City as well as contingent upon the applicant completing the required actions, submitting the required funds, etc. If you have filed this application without adequate time for processing and coordination, the applicant must re-file the request for a new event date.

Name of Event Kennesaw Big Shanty Festival

Type of Event Community Arts & Craft Festival

Event Date(s): 1st choice April 18 & 19 **2nd Choice** _____

Event Site being requested: Downtown Kennesaw Area (See Attached)

Beginning Time(s) Sat. 10 am/ Sun- Noon **am/pm to Ending Time(s)** Sat 6 pm/ Sun 5pm **am/pm**

Event Set up Time April 17, 18, 19 **Event Clean up Time** April 19 - 5 p.m.

Purpose of Event Community event to enhance local business and quality of life for local families

Details of the Event Community festival with arts & crafts, food, entertainment and sponsors

1. Applicant/Organization Kennesaw Business Association (KBA)

Address P.O. Box 777, Kennesaw, GA 30156

Phone Number [redacted] Fax Number [redacted]

E-mail Address/Website [redacted]

2. Name of Organizer/Contact Person Bill Watson

Phone Number [redacted] Email [redacted]

Any Other Organizers Name(s) _____

Phone Number _____ Email _____

3. General Event Information:

Number of person(s) expected 30,000 Have you previously held this Event? Yes

What types of advertising will you use to promote this event? Print, billboard, radio, social media

To whom are you marketing families and general public

4. **Fees.** Based on your request, you will be invoiced for any fees due that are associated with this event. Fees will be charged for facilities, equipment, and personnel. More explanation of fees will be discussed during your scheduled Event Committee Meeting; see Fee Schedule attached.

Are you requesting **City Personnel**? List required assistance: Yes- see attached

Are you requesting **City Streets** to be closed for your event, if so which ones? Yes- see attached

Need City Personnel for security-traffic control, parks & recreation, public works

Are you requesting **City Facilities** for this event? Yes- see attached

Are you requesting **City Equipment** for this event? Yes- see attached - trucks block roads

Are you requesting Trash and Recycling? Yes- see attached- trash cans

5. Is your event a fundraiser? Yes If yes, for whom or what organization(s)? KBA

6. **We will need the Following Supporting Documents along with your Application:**

1. **Property Owner's Affidavit** (if Private Property is to be used in conjunction with your event).

2. **A Certificate of Insurance**, in the amount of $1,000,000 or as determined to be appropriate to **City of Kennesaw** 2529 J.O. Stephenson Avenue Kennesaw, Georgia 30144

the size of the event, naming the City of Kennesaw as an Additional Insured. Certificate must be provided at least 30 days in advance of the event.

3. Return a signed **Fee Acknowledgement Agreement** within 30 days of event approval.

4. Include your **Cleanup/Recycling Plan.**

5. Are you a non-profit organization? If so, provide a **Copy of Your 501C-3**.

6. Include additional forms stating you are in Compliance with all other agencies requiring Permitting. i.e.: Cobb/Public Health Department, Cobb Fire Marshal Office, Alcohol Permits

7. Attached map showing the event site & set-up.

For City of Kennesaw Use Only

DEPARTMENT CHECKS

Date Received_____Received by_____Reviewed by Events Committee_____

Suggest Approved_____Suggest Denial_____

Payments Received: Fees_____ Insurance Received: _____

_____
Events Committee Chairperson

Date_____ Notification_____



2026 Superior Plumbing Kennesaw/Big Shanty Festival Facilities Use Permission

1. Use of and approval of concrete area/plaza of the amphitheater to place arts and crafts booths (no food). Use of the amphitheater for music (high and middle school jazz bands) and ground act entertainment (Ready-Go-Dog Show).
2. Approval to place the Cobb County stage at Main St. and Cemetery St. – across blocking Main St.
3. Use of the City Parking Lot adjacent to tunnel on Main St and the tunnel entrance/plaza off Main St. on Thursday evening April 16 – Sunday April 19.
4. General assistance and support from the Parks and Recreation Department, Police Department and Public Works during the weekend with ground maintenance, operations, and security / traffic control. Specifically:
    - Provide as many Herby Curby (96 gal) roll trash cans as possible – half on corner of Main and J.O. Stephenson and half on plaza.
    - Cut and trim grass and shrubs in downtown area.
    - Notify CSX of the event and put up temporary (orange) fencing along the tracks at appropriate locations.
    - Check all City power for integrity and function along Main St, on the plaza, Commemorative Park and in front of the Museum.
    - Check all City water sources for integrity and function along Main St, on the plaza, Commemorative Park and in front of the Museum.
    - Have a city electrician on call for any power issues over the weekend.
    - Provide all barricades and signage needed to block roads and re-route traffic.
    - Provide in cooperation with Police use of large vehicles to block entrances to the festival from vehicle traffic.
    - Place handicap parking signs in designated lots. We will staff lot at corner of Cherokee - Sardis – Big Shanty Drive for the event and set-up. Primarily handicap parking with small area designated for loading and unloading to the stage and a couple of vendors.
5. Removal of all vehicles from City Hall after 5:00 p.m. closing on April 17, not including the area behind the jail reserved for police vehicles.
6. Approval to use the following outdoor areas owned by the City.
    A. City Hall Parking Lots
    B. Behind City Hall area
    C. J.O. Stephenson Ave from Main St. to Dallas St.
    D. Little General Cloggers Lane (except for police entrance)
    E. Cherokee St. from the Community House to Main St.

F. The Museum parking lot (front side).

G. Main St. from Summer St. to Lewis St.

H. Watts Dr from Dallas St to Main St.

a. Leaving passive lane for police from Dallas St. to Little General Cloggers Lane.

b. The KBA will pay for staff of the passive barricade and allow Revival on Main residence to pass and park in their facility. KBA will create a bright parking pass to be distributed to Revival on Main residence and guests. The officer will be stationed 7 a.m.– 6 p.m. on April 12 & 10 a.m.– 6 p.m. April 13.

I. City Parking Lot adjacent to tunnel on Main St. (Main St Food court – Friday set-up)

J. Tunnel entrance/plaza off Main St. – City Stage

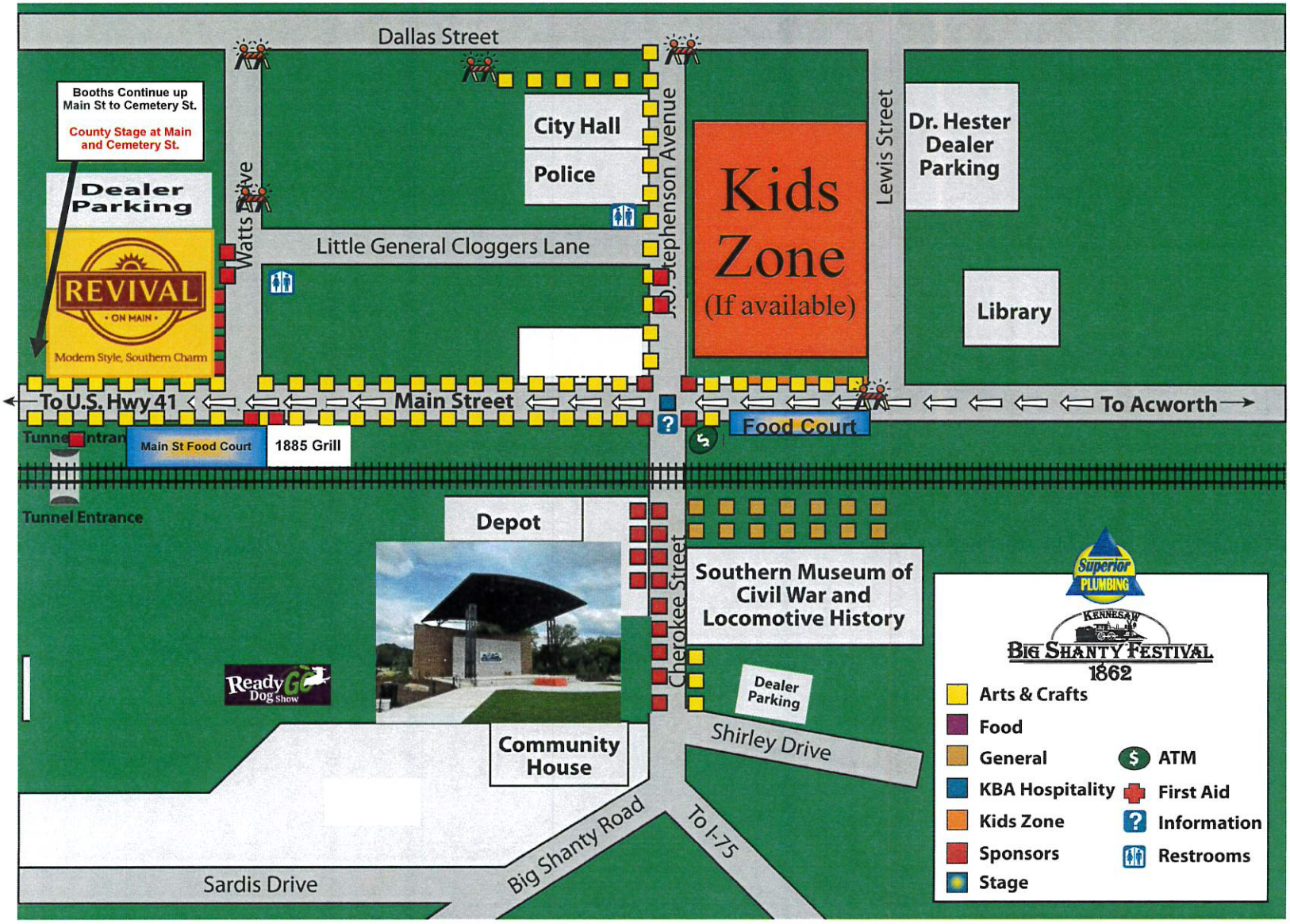
K. Parking spaces on Watts Dr and Main Street are adjacent to Revival on Main.

7. Approval of street closings:

A. Beginning Friday, April 17 at 6:00 p.m. until Sunday, April 19 at 9:00 p.m.: J.O. Stephenson Avenue from Main St. to Dallas Street and Cherokee Street from Main Street to Shirley Drive/Big Shanty Drive; Watts Drive from Dallas St. to Main St.

B. Beginning Saturday, April 18 at 5:00 a.m. until Sunday, April 19 at 9:00 p.m.: Main Street from Summer St. to Moon Station Rd.

8. In addition to these specific requests, we again seek the general assistance and support of the City of Kennesaw as a partner with the 2026 Kennesaw/Big Shanty Festival.



Superior PLUMBING

50th ANNIVERSARY KENNESAW

BIG SHANTY FESTIVAL 1862

April 18 & 19

Sat., 10:00 a.m.- 6:00 p.m.
Sun., 12:00 p.m. - 5:00 p.m.

Over 150 Arts & Crafts
Delicious Festival Food
Entertainment Stage
Acoustic Music -
Main Street
Food Court

kennesawbusiness.org
or 770-423-1330

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: February 9, 2026

TITLE: **Ordinance: Rezoning Request for 6095 Pine Mountain Road**
Consideration for approval of an ordinance authorizing a rezoning request submitted by DRB Group Georgia, LLC for the property located at 6095 Pine Mountain Rd (parcel #20014001380). Case #RZ2025-03

Summary:
Said request is to rezone 6095 Pine Mountain Rd (Parcel # 20014001380) from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) for the development of eighty-nine (89) fee simple townhomes. The project consists of 8.823 +/- acres and lies in Land Lot 140 and Tax Parcel 138. The public hearing was advertised in the Marietta Daily Journal on December 12, 2025, and public notice signs posted on the site on December 12, 2025, and updated on January 21, 2026. At the February 4, 2026 meeting, the Planning Commission recommended approval with conditions as outlined by staff.

Recommendation:
Planning and Zoning recommends approval with conditions.

Fiscal Impact:

Attachments:
1. ORD 2026 - 6095 Pine Mountain Rd
2. RZ2025-03_6095 Pine Mountain Rd_Staff Analysis
3. RZ2025-03_6095 Pine Mountain Rd_Application Packet
4. RZ2025-03_ 6095 Pine Mountain Rd_Traffic Impact Study
5. RZ2025-03_6095 Pine Mountain Rd_Request to Table to 02-2026
6. RZ2025-03_6095 Pine Mountain Rd_Cedar Creek Opposition Letter
7. 02-04-26 Planning Commission Action Minutes
8. 2025-12-12 6095 Pine Mountain Rezoning Legal Ad

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2026-, 2026

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM CITY HIGHWAY GENERAL BUSINESS (HGB) TO CITY PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R) FOR THE PROPERTY LOCATED AT 6095 PINE MOUNTAIN ROAD

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

WHEREAS, DRB Group Georgia, LLC made an application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from **CITY HIGHWAY GENERAL BUSINESS (HGB) to CITY PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R);** for property located at 6095 Pine Mountain Road (Parcel Number 20014001380), identified as 20th District, Land Lot 140 Tax Parcel 138 containing +/- 8.823 acres (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on December 12, 2025 of a public hearing before the Kennesaw Planning Commission held on February 4, 2026 and the Mayor and Council on February 16, 2026; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held February 4, 2026; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held February 16, 2026; and

WHEREAS, the Mayor and Council have determined that the proposed amendment to the Official Zoning Map is in the public interest and meets the standards established in the Kennesaw Zoning Code.

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from **CITY HIGHWAY GENERAL BUSINESS (HGB) to CITY PLANNED UNIT DEVELOPMENT (PUD-R)** for the following described property:

6095 PINE MOUNTAIN ROAD
LEGAL DESCRIPTION

PARCEL NUMBER: 20014001380

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN LAND LOT 140, OF THE 20TH DISTRICT, 2ND SECTION IN COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE A POINT AT THE COMMON LAND LOT CORNER OF LAND LOTS 139, 140, 165, & 166; THENCE ALONG THE SOUTHERN ALND LOT LINE OF LAND LOT 140 WITH A BEARING OF N 89°23'09" W, A DISTANCE OF 74.82 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE WITH A BEARING OF N 78°50'25" W, A DISTANCE OF 293.34 FEET TO A POINT; THENCE WITH A BEARING OF N 10°03'54" E, A DISTANCE OF 178.00 FEET TO AN IRON PIN FOUND (#4 REBAR) AND THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE WITH A BEARING OF N 72°08'21" W, A DISTANCE OF 946.96 FEET TO AN IRON PIN FOUND (#4 REBAR); THENCE WITH A BEARING OF N 72°08'21" W, A DISTANCE OF 31.32 FEET TO A POINT ALONG THE CENTERLINE OF AN UNNAMED TRIBUTARY OF BUTLER CREEK; THENCE ALONG THE CENTERLINE OF SAID TRIBUTARY WITH A BEARING OF N 80°38'20" E, A DISTANCE OF 22.96 FEET TO A POINT; THENCE WITH A BEARING OF N 31°10'56" E, A DISTANCE OF 29.47 FEET TO A POINT; THENCE WITH A BEARING OF N 53°58'46" E, A DISTANCE OF 46.85 FEET TO A POINT; THENCE WITH A BEARING OF N 20°45'17" E, A DISTANCE OF 116.55 FEET TO A POINT; THENCE WITH A BEARING OF N 38°01'21" E, A DISTANCE OF 56.03 FEET TO A POINT; THENCE WITH A BEARING OF N 32°09'53" E, A DISTANCE OF 32.88 FEET TO A POINT; THENCE WITH A BEARING OF N 32°09'53" E, A DISTANCE OF 156.05 FEET TO A POINT; THENCE WITH A BEARING OF N 29°35'43" E, A DISTANCE OF 35.91 FEET TO A POINT; THENCE WITH A BEARING OF N 29°35'43" E, A DISTANCE OF 46.28 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE WITH A BEARING OF S 63°52'15" E, A DISTANCE OF 373.05 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 62°46'55" E, A DISTANCE OF 59.00 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 27°13'05" W, A DISTANCE OF 21.63 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 63°52'15" E, A DISTANCE OF 333.41 FEET TO AN IRON PIN FOUND (#4 REBAR – CAPPED); THENCE WITH A BEARING OF S 00°24'49" E, A DISTANCE OF 168.42 FEET TO AN IRON PIN PLACED (#4 REBAR); THENCE WITH A BEARING OF S 10°26'59" W, A DISTANCE OF 218.94 FEET TO AN IRON PIN FOUND (#4 REBAR) AND THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 8.828 ACRES AS SHOWN ON AN ALTA SURVEY BY GOODWYN, MILLS, CAWOOD.

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation

from **CITY HIGHWAY GENRAL BUSINESS (HGB) to CITY PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R)** +/- 8.823 acres with stipulations below:

ZONING CONDITIONS

1. The rezoning of the Subject Property to the Planned Unit Development–Residential (PUD-R) district shall be consistent with the technical and conceptual site plans submitted with the application and shall comply with the proposed minimum front, side, and rear setbacks, as well as the overall density of 10.08 units per acre.

2. The Subject Property shall be developed as maximum of eighty-nine (89) 'For Sale" Fee Simple Townhomes.

3. Applicant agrees the minimum floor area of all residential units shall be 1,400 sq. ft. Applicant also agrees that the maximum height of the overall development will adhere to the development standards outlined in the Unified Development Code.

4. The architectural style and composition of the buildings to be constructed on the Subject Property shall be in reasonable conformity to the architectural renderings/elevations submitted with the rezoning application and should include a mixture of components consisting of brick, stacked stone, and other cementitious components including Hardie plank and Hardie plank shake and similar products.

5. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director with respect to stormwater management, hydrology and water quality requirements as outlined in the Unified Development Code.

6. Prior to issuance of a land disturbance permit, the applicant shall coordinate with a qualified geotechnical firm and civil engineer to design and implement measures to capture any groundwater encountered on-site associated with the spring ,subject to review and approval by the City Engineer and/or the City's Public Works Director.

7. Subject to review and approval by the City Engineer and the Public Works Department, all stormwater management components shall comply with the recommendations of the City of Kennesaw's Stormwater Management Division, including requirements related to stormwater management, hydrology, and water quality.

8. Applicant agrees to the protection of all required stream buffers affecting the Property; any potential impact to the stream(s) due to revisions to the site plans will require a variance.

9. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenant, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no

more than five percent (5%) of the total number of units.

10. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.

11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.

12. The applicant agrees to the installation of a privacy fence constructed of solid weather resistant materials such as wood, wrought iron, with a height no greater than 8 ft along the portion of the rezoned parcel adjacent to existing commercial properties.

13. The developer agrees to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the site plan. Additionally, the developer agrees to comply in all respects with the City's specifications concerning such infrastructure improvements which are interior to the subdivision.

14. The proposed development shall include amenities for use and enjoyment of its residents as follows:
    a) Community courtyards, gathering places
    b) Pedestrian connectivity
    c) A dog park

15. Sidewalks shall be provided throughout the subdivision, with all amenity areas connected to the nearest internal sidewalk to ensure continuous pedestrian access.

16. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.

17. Compliance with recommendations from Cobb County Fire Marshal's Office with respect to Life Safety and Fire Prevention issues. The development shall also comply with all applicable guest parking regulations, consistent with the parking layout and quantities depicted on the submitted site plan.

18. Entrance signage shall be ground based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the subdivision.

19. All utilities servicing the residences with the proposed community shall be underground.

20. The applicant agrees that construction will begin in 24 months of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning.

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from 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 February, 2026.

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW:

_____
Derek Easterling, Mayor

DIRECTOR OF PLANNING & ZONING
CHANELLE CAMPBELL

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

CONTACT US

OFFICE: (770) 590-8268
WEBSITE: www.kennesaw-ga.gov
EMAIL: zoningdept@kennesaw-ga.gov

MAYOR AND COUNCIL
JANUARY 20, 2026 (POSTPONED)
FEBRUARY 16, 2026

PLANNING COMMISSION
JANUARY 7, 2026 (POSTPONED)
FEBRUARY 4, 2026

LEGAL ADVERTISEMENTS
DECEMBER 12, 2025

PUBLIC NOTICE SIGN
DECEMBER 12, 2025
JANUARY 21, 2026 (UPDATED)

APPLICATION SUBMITTED
OCTOBER 17, 2025

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

Property Addresses
6095 Pine Mountain Rd

Applicant
DRB Group Georgia, LLC

Representative
Adam J. Rozen - Rozen, Rozen & Reilly, LLP

Property Owner
AP Real Estate Georgia, LLC

Current Zoning
Highway General Business (HGB)

Future Land Use Category
Community Activity Center (CAC)

Project Request: Rezone property from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) for the development of 89 fee simple townhomes.
Please see page 6 for project request and intent.



Aerial view of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes
Historic District: No
Cemetery: No **Floodplain:** Yes **Stream:** Yes
Parcel ID #: 20014001380
Land Lot #: 140 **Tax Parcel #:** 138
Land Area: 8.823 +/- acres
Proposed Building SQFT: Please see page 6.

RECOMMENDATION

Staff Recommendation:
Approval with conditions the rezoning application

Please see page 27– 28 for basis for recommendation.

ADJACENT PROPERTY DETAILS

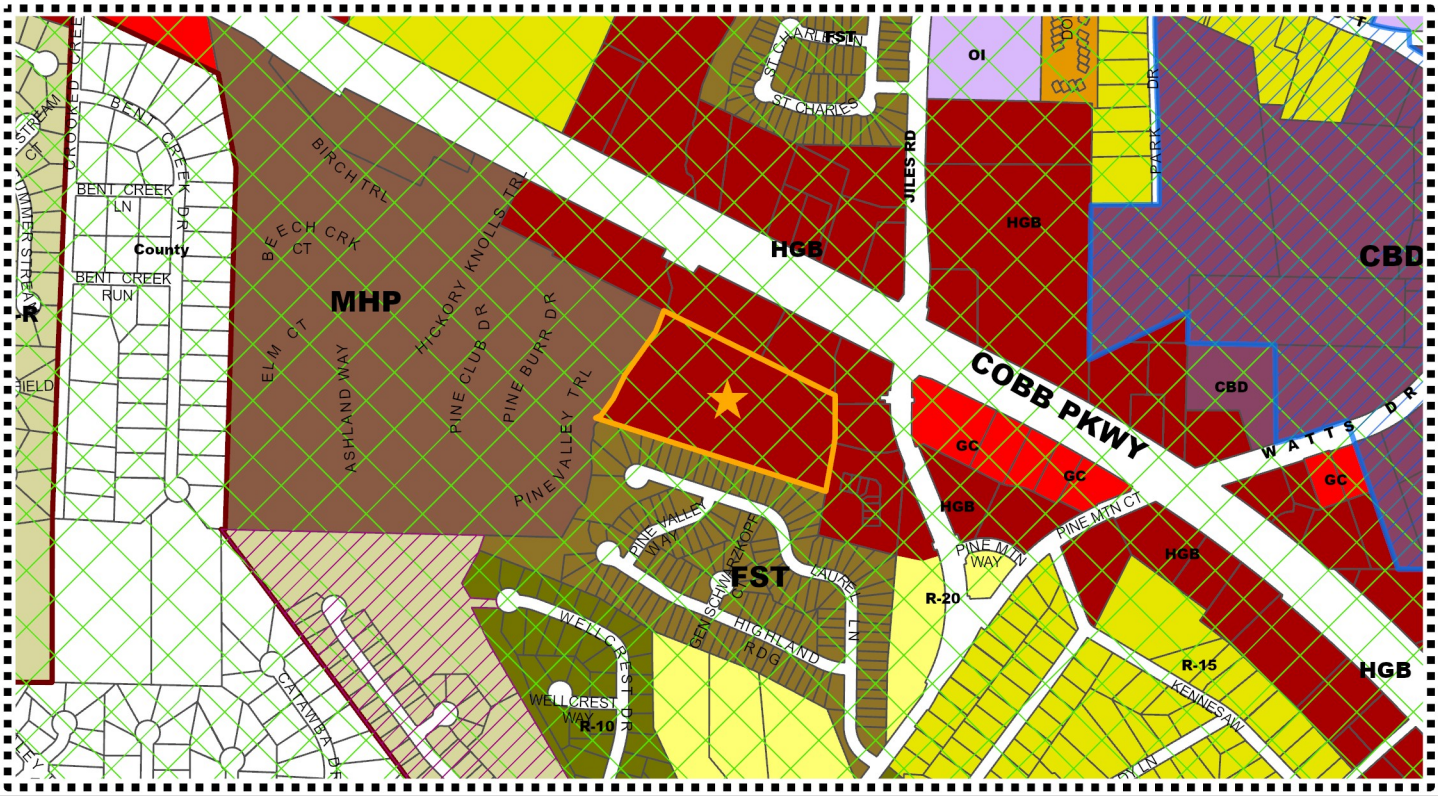
Surrounding Zoning Dist. and Future Land Use

North: No Street
Zoning: Highway General Business (HGB)
Future Land Use: Community Activity Center (CAC)
South: No Street
Zoning: Fee Simple Townhouse (FST)
Future Land Use: Residential High (RH)
East: Pine Mountain Rd
Zoning: Highway General Business (HGB)
Future Land Use: Community Activity Center (CAC)
West: No Street
Zoning: Mobile Home Park (MHP)
Future Land Use: Residential High (RH)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

ZONING MAP



LEGEND

Zoning Districts

CBD	HI	OI	R-12	RA-5
CRC	LI	PBSH	R-15	RA-6
FST	MHP	PSC	R-20	RM-8
GC	NRC	PUD-R	R-30	RM-12
HGB	NS	PVC	R-40	RM-16
		R-10	RA-4	UVC

Form Based Code

- Open Space
- T-3
- T-4L
- T-4O
- T-5

Zoning Overlays

- Airport Hazard District
- Conservation Subdivision
- Historic Districts
- Historic Preservation Village
- Senior Living

The parcel is currently zoned Highway General Business (HGB) and is bordered by residentially zoned properties to the south, designated as Fee Simple Townhouse (FST), and to the west, designated as Mobile Home Park (MHP). Parcels located directly to the north and east are also zoned Highway General Business (HGB), creating a transition between commercially oriented frontage and established residential neighborhoods. This zoning pattern reflects a mix of uses in the immediate area and underscores the suitability of introducing a residential planned development that can serve as an appropriate buffer between these differing land-use contexts.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

AERIAL MAP

LOCATION:

The 8.823 +/- acre tract is located off Cobb Parkway and is surrounded by a diverse mix of commercial and residential uses. To the west is the mobile home community known as The Woodlands of Kennesaw. To the north is the Kings Crossing shopping center, which includes a variety of retail and office uses such as Bank of America, Cricket Mobile, Omega Family Dentistry, and a hair salon. To the east are office suites with multiple professional uses, including Innovation Compounding, a pharmacy, and a State Farm Insurance office. To the south is the established residential subdivision known as The Village at Pine Mountain.



BACKGROUND



In 2006, the Mayor and Council approved the rezoning of the adjacent parcel (Parcel #20014001470), consisting of approximately 2.88 +/- acres, from General Commercial (GC) and R-20, Single Family Residential to Highway General Business (HGB) to support the development of a business office complex now known as the Cedar Creek Professional Center. At that time, the subject parcel was under the same ownership, with the intent to expand the office complex onto the site. The first office building was completed in 2008 and is currently occupied by a multi-tenant office suite development offering a variety of professional services, including a pharmacy and a State Farm Insurance office. The remaining 8.823 +/- acres were left undeveloped and subsequently sold in 2009.

In 2018, the Community Development department received a permit applications for the construction of a nursing home, identified as “Devi Manor Home for Life, LLC”. The proposed facility included approximately 81,115 square feet of building area. Construction commenced shortly thereafter but stalled in 2019, leaving the property in its current partially developed condition.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

EXISTING SITE CONDITIONS







STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

EXISTING SITE CONDITIONS







STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

DESCRIPTION OF ZONING REQUEST: **REZONING**

REZONING:
The applicant seeks to change the zoning designation from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) for the construction of residential subdivision.

APPLICATION DETAILS

Pre-Application Meeting
October 21, 2025

Application Submitted
October 17, 2025

Fees Paid
$638.30 (Rezoning)

Certified Letters Mailed
December 12, 2025

PROJECT INTENT

The applicant is requesting to rezone the property to Planned Unit Development - Residential (PUD-R) to construct a development that will consist of eighty-nine (89) Fee Simple Townhomes.

Number of units proposed: 89

1. 20' Rear Entry Townhomes: 37 units
2. 24' Front Entry Townhomes: 52 units

Minimum Floor Area:

1. 2 story front load: 1,849 sq. ft.
2. 3 story rear load: 1,897 sq. ft.

Proposed Amenities: Amenities will include a dog

NEIGHBORHOOD MEETING

- Letters were mailed out to all property owners within 200-ft of the project regarding the meeting.
- Neighborhood meeting was held on December 8, 2025 at 5:30 p.m. at the Ben Robertson Community Center.
- Meeting presented by DRB Group Georgia, LLC and Adam Rozen.

UNIFIED DEVELOPMENT CODE

***Section 2.01.03.07* - Lot size, setback and building height requirements for developments within the Planned Unit Development – Residential (PUD-R) zoning district**

Lot size and setback requirements	Lot by Lot setbacks shall not apply in the PUD-R district; however, no primary structure shall be closer than 15 ft. to another primary
Landscape buffer and screening requirements	Unless otherwise noted within this district's requirements, any property within a PUD-R district which abuts a more restrictively zoned residentially zoned property shall have a minimum of ten-foot landscaped screening buffer. Additionally, during the construction phase, a 40-foot undisturbed buffer shall be maintained except for access points, required detention/retention facilities or utilities. Required buffers may be included within required setbacks; however, in such case that the required buffer is greater than the required setback, the required buffer shall be adhered to. Additionally, necessary private utilities and access drives may be allowed through, over or across a landscaped buffer. Any such uses which are proposed through, over or across a designated undisturbed buffer must be approved pursuant to an original site plan or site plan modification.
Max. Height	35 ft.
Minimum lot size for single family dwelling	8,400 sq. ft.

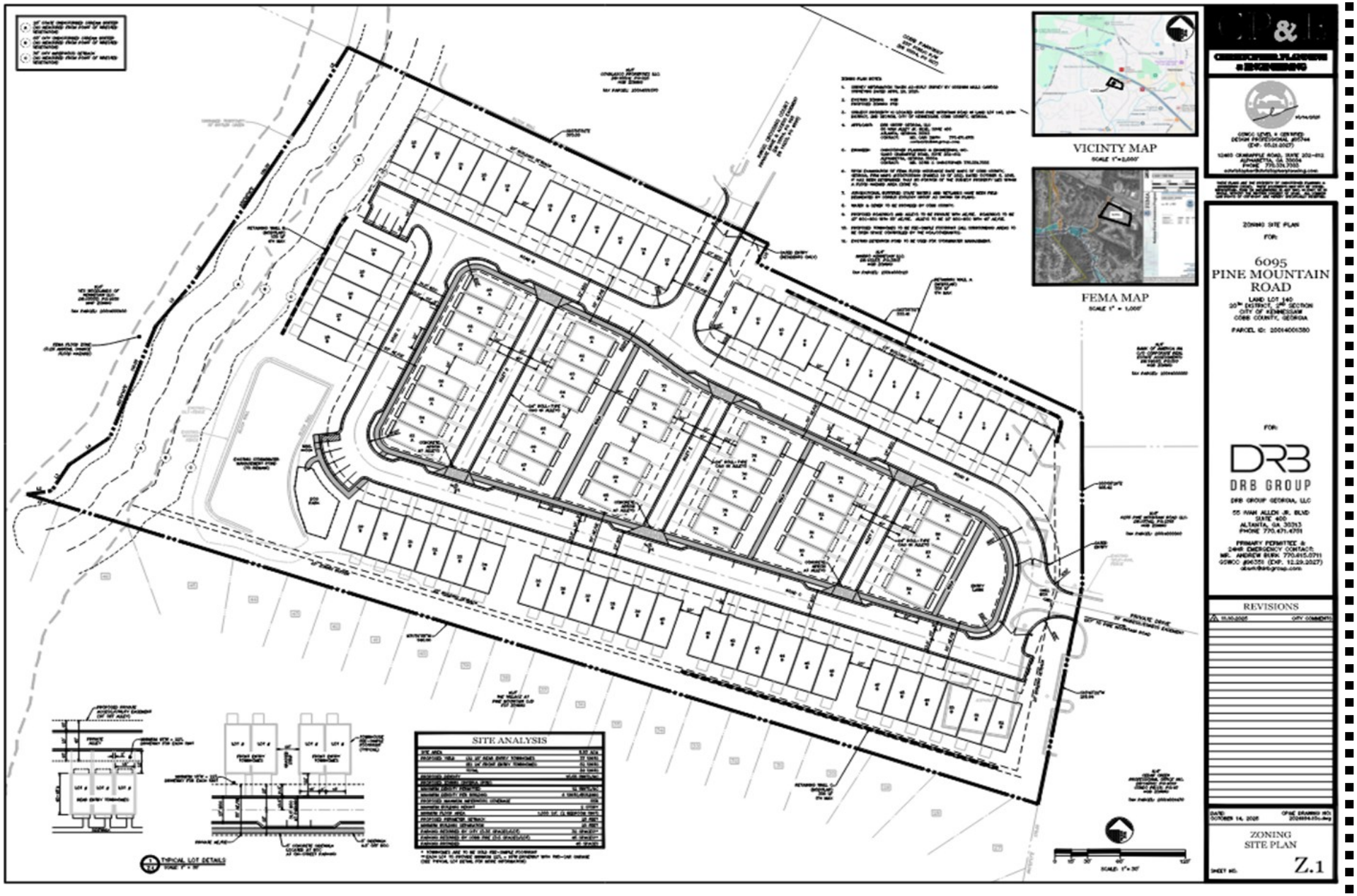
PROPOSED SITE PLAN

ZONING CASE #: RZ2025-03



PROPOSED SITE PLAN

ZONING CASE #: RZ2025-03



PROPOSED RENDERING (PAGE 1 OF 5)

ZONING CASE #: RZ2025-03



PROPOSED RENDERING (PAGE 2 OF 5)

ZONING CASE #: RZ2025-03



PROPOSED RENDERING (PAGE 3 OF 5)

ZONING CASE #: RZ2025-03



PROPOSED RENDERING (PAGE 4 OF 5)

ZONING CASE #: RZ2025-03



PROPOSED RENDERING (PAGE 5 OF 5)

ZONING CASE #: RZ2025-03

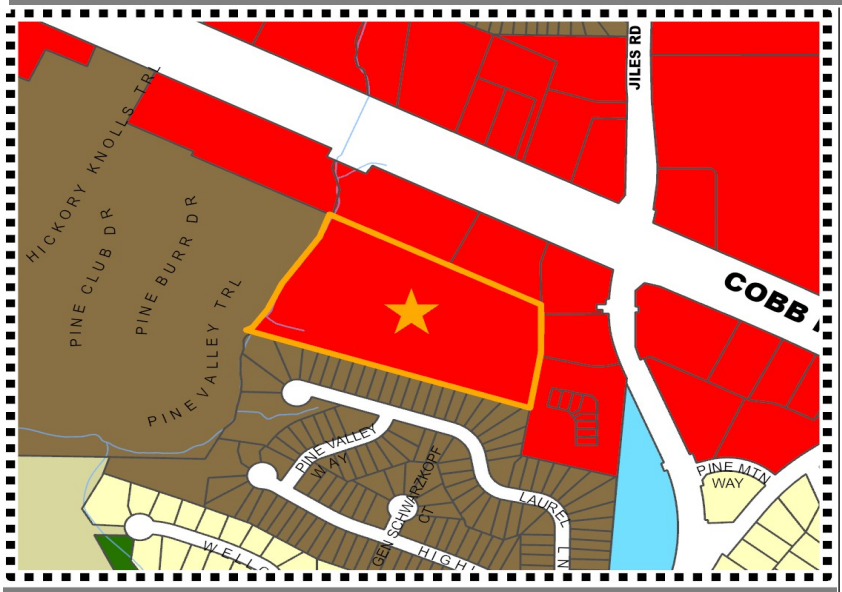




STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

FUTURE LAND USE CATEGORY



CAC - COMMUNITY ACTIVITY CENTER

These areas provide services to the community but are not as intense as the Regional Activity Center.

LEGEND

Future Land Use

- CAC - Community Activity Center
- DAC - Downtown Activity Center
- I - Industrial
- NAC - Neighborhood Activity Center
- PI - Public Service/Institutional
- PRC - Park/Recreation/Conservation
- PUD - Planned Unit Development
- RAC - Regional Activity Center
- RH - Residential High
- RL - Residential Low/Medium
- TCU - Transportation Communication Utilities

FUTURE LAND USE ANALYSIS

The Comprehensive Plan designates the properties fronting Cobb Parkway as a Community Activity Center (CAC), an area intended to accommodate a balanced mix of commercial, civic, and residential uses. The inclusion of residential units within the Community Activity Center (CAC) is consistent with the Comprehensive Plan's intent to create vibrant, mixed-use environments that support a blend of commercial, civic, and residential uses. Introducing housing into the CAC strengthens the activity center by increasing the local population base, which in turn supports nearby retail, dining, and service establishments. This added residential presence helps sustain businesses throughout the day and evening, contributing to a more active and economically resilient center.

Residential development also promotes land-use efficiency by utilizing underperforming or underutilized parcels and encouraging redevelopment that aligns with the long-term vision for a walkable, mixed-use district. Housing diversity within the CAC provides options for residents seeking proximity to employment, services, and transit, reducing vehicle trips and supporting multimodal transportation goals creating the overall sense of place within the activity center.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

TRANSPORTATION DATA:

AERIAL OF ROAD #1	ROAD #1



Roadway Name
Cobb Parkway

Roadway Classification
Arterials

Speed Limit
55 MPH

Jurisdictional Control
City of Kennesaw

Minimum Width of Right-of -Way requirement
100-feet

AERIAL OF ROAD #2	ROAD #2



Roadway Name
Pine Mountain Road

Roadway Classification
Arterial

Speed Limit
40 MPH

Jurisdictional Control
City of Kennesaw

Minimum Width of Right-of-Way requirement
100-feet

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

ENVIRONMENTAL

Floodplain:
- ✓ Yes
- ___ No
- ___ Not Verified

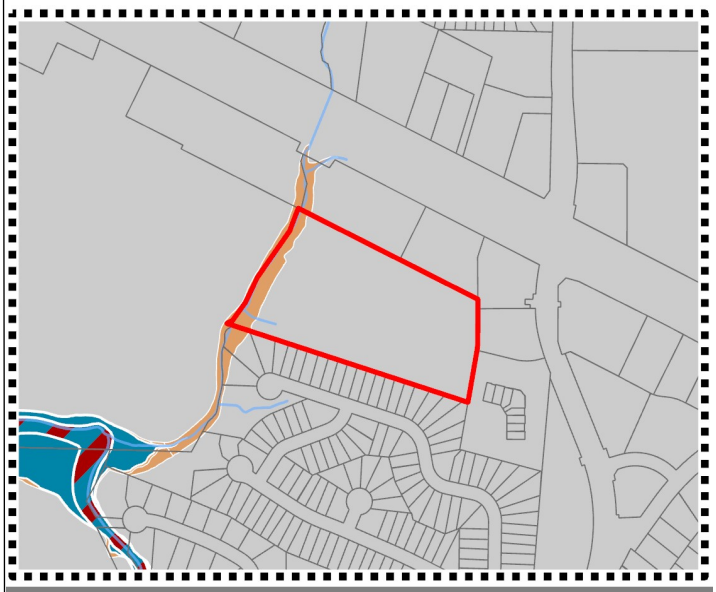
Wetlands:
- ___ Yes
- ___ No
- ✓ Not Verified

Drainage Basin:
- ___ None
- ___ FEMA 100-year floodplain area
- ___ Flood Damage Prevention Ordinance[1]
- ___ Project subject to Cobb County Damage Prevention Requirements
- ___ Dam Breach Zone (Upstream)[2]
- ✓ Owner/Developer is responsible for obtaining any required wetland permits from the United States Army Corps of Engineers

Streams and Creeks:
- ___ Metropolitan River Protection Area[3]
- ___ Chattahoochee River Corridor Tributary Area[4]
- ___ Georgia Erosion-Sediment Control Law and County Ordinance[5]
- ___ Georgia DNR Variance for work being done in 25-foot stream bank buffers (may be required)
- ___ City Stream Buffer Required
- ___ No Stream Buffer Required

1. Designated flood hazard
2. Need to keep residential buildings out of hazard.
3. Within 2000-feet of the Chattahoochee River. ARC review 35-feet undisturbed buffer each side of waterway.
4. Cobb County review (___-feet undisturbed buffer on each side)
5. State of Georgia and Cobb County review.

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

- A
- AE
- AE, Floodway
- X, 0.2 Pct Annual Chance
- Subject Property
- Land Lots
- Kennesaw City Limits

ADDITIONAL COMMENTS REGARDING PROJECT:

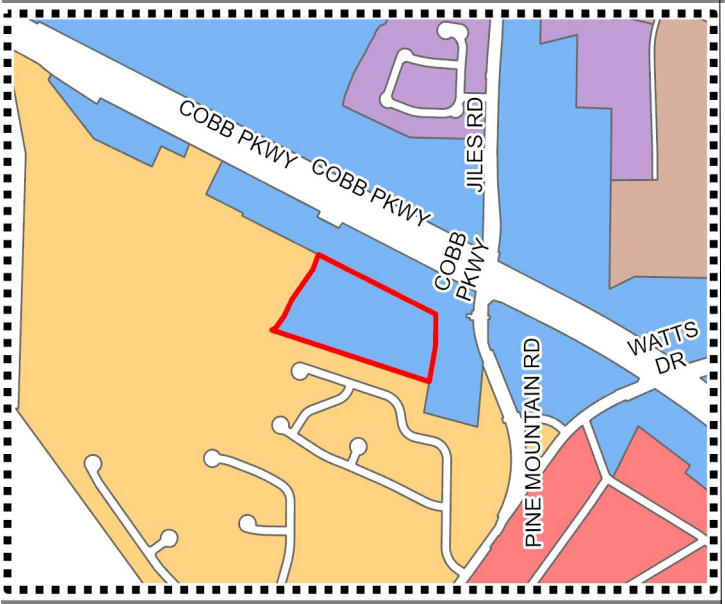
The west portion of the site is identified as having a 0.2% annual chance flood hazard. The proposed development avoids any disturbance within this area, and all required stream buffers mandated by the City and the State consistent with *Chapter 46, Article VII* Stream Buffer Ordinance of the Code of Ordinances will be fully maintained. Preservation of this buffer ensures continued protection of natural drainage functions, supports water quality, and maintains compliance with applicable environmental regulations.

Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

AREA DESIGNATION



COBB PARKWAY COMMERCIAL CORRIDOR

The Cobb Parkway Commercial Corridor is the most significant commercial corridor in Kennesaw. This approximately two-mile-long section of highway runs southeast to northwest through the lower third of the city limits. The corridor's appearance and function has been affected by vacant structures or structures that are in disrepair. Generally, there are no unifying architectural features, gateways or impressionable spaces or buildings that identify this corridor with a unique sense of place that is characteristic of Kennesaw; however, several segments of this corridor show promise.

LEGEND

Kennesaw Areas

- Cobb Parkway Commercial Corridor
- Ridenour
- West Pine Mountain
- East Pine Mountain Revitalization
- Kennesaw Due West
- Cobb International Industrial Corridor
- Kennesaw Marketplace
- Barrett and Old 41
- Jiles and Baker
- Swift-Cantrell
- Campus Living
- Cherokee Street Commercial Corridor
- North Cherokee
- Moon Station Industrial Corridor
- Historic Central Business District
- In-Town Living
- McCollum Industrial Corridor

AREA DESIGNATION ANALYSIS

The site is located within the Cobb Parkway Commercial Corridor. According to the Area Policy Matrix in the Comprehensive Plan, development within this corridor should prioritize improved pedestrian mobility and safety, particularly as surrounding neighborhoods continue to revitalize. The policy framework also calls for inter-parcel access connectivity and shared access points to help manage traffic flow and reduce the number of individual driveways along major roadways. In addition, the Cobb Parkway Commercial Corridor encourages a diverse mix of products and services and emphasizes the importance of transitional buffers to ensure compatibility between commercial development and adjacent residential areas.

SURROUNDING NEIGHBORHOODS

- The Woodlands of Kennesaw
- The Village at Pine Mountain
- Butler Ridge
- Woodland Acres

NEARBY PUBLIC SCHOOLS

- Kennesaw Elementary School
- Hayes Elementary School
- Pine Mountain Middle School
- Kennesaw Mountain High School

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

TRAFFIC ANALYSIS

The applicant completed a traffic impact study for the proposed residential development to evaluate how the project would affect traffic conditions in the surrounding roadway network. The study's purpose was to quantify the additional vehicle trips generated by the development, assess how those trips would influence intersection operations during peak travel periods, and determine whether any improvements or mitigation measures would be necessary to maintain acceptable traffic flow.



Conclusion:

The traffic impact study indicates that the main intersection at Cobb Parkway and Jiles Road/Pine Mountain Road will still operate at Level of Service D in the morning and Level of Service E in the evening, meaning it will continue to be congested during peak hours either way. The smaller intersections with stop signs will also function about the same, with most approaches staying at Level of Service D or better. The only movement that continues to experience heavy delays is the westbound approach from Pine Mountain Way, which struggles today and will continue to do so as many drivers use it as a cut through route to avoid the main signal.

In short, the additional traffic from 89 townhomes does not significantly change the overall performance of the nearby intersections.

BENDIN SUMRALL & LADNER, LLC

Stephen T. Snow, Esq.
Partner

DD: 404.671.3107
SSnow@bsllaw.net

January 16, 2026

Via E-Mail
CCampbell@kennesaw-ga.gov

City of Kennesaw Planning and Zoning
c/o Chanelle Campbell, Director
3080 Moon Station Road
Kennesaw, GA 30144

RE: Cedar Creek Professional Office Association, Inc.'s Opposition to Rezoning Application #RZ2025-3 for 6095 Pine Mountain Road, Kennesaw, GA 30152

Dear Ms. Campbell,

This law firm and the undersigned represent Cedar Creek Professional Office Association, Inc. ("CCPOA"). Since May 17, 2010, CCPOA has owned the common area of the Cedar Creek Professional Center located at 6095 Pine Mountain Road, Kennesaw, GA 30152. (**Exhibit 1**). CCPOA submits this letter to formally express its opposition to Rezoning Application #RZ2025-3 submitted by DRB Group Georgia, LLC for the purpose of constructing an 89-unit townhome community on the property owned by AP Real Estate Georgia, LLC, situated immediately adjacent to the Cedar Creek Professional Center.

The City of Kennesaw recently updated and approved its Future Land Use Map in 2023. (**Exhibit 2**). The proposed townhome development contradicts the Community Activity Center designation established by the City less than three (3) years ago, and it is not in harmony with the single-family detached homes situated adjacent to the property. The proposed townhome development also violates no less than five (5) of the express stipulations set forth in City of Kennesaw Ordinance No. 2006-20, 2006 (the "Ordinance," (**Exhibit 3**)). The Ordinance contains multiple stipulations that specifically apply to and restrict the manner in which DRB may develop the subject property. DRB's proposed townhome development cannot be constructed as shown on the plans submitted by DRB because it would violate the express zoning requirements set forth in Ordinance 2006-20.

The ~2.84-acre parcel on which CCPOA's property and Building 100 lie was originally part of a larger ~11.7-acre development project involving three (3) small office buildings. In 2006, as part of its acquisition of the ~11.7 acres from King's Crossing Management, LLC (**Exhibit 4**), Pebblebrook Development, LLC rezoned (#RZ2006-11) the ~2.84-acre parcel from GC (General Commercial) and R-20 to match the HGB (Highway General Business) zoning designation that

One Midtown Plaza, Suite 800 ♦ 1360 Peachtree Street, N.E. ♦ Atlanta, Georgia 30309
Telephone: 404.671.3100 ♦ Facsimile: 404.671.3080
www.bsllaw.net

already existed for the other ~8.83 acres "for the purpose of a general business/office development" encompassing all ~11.7 acres "with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006." (Ordinance, Stipulation #2; see also Rezoning Drawing (**Exhibit 5**)). As noted throughout the Ordinance, the "proposed development" referred to "a general business/office development" including "all proposed office buildings" located not only on the rezoned ~2.84-acre parcel, but also on the adjoining ~8.83-acre property. (See e.g. Ordinance, Stipulation #2, #4, #5, #6, #7, #8, #11, #14, and #15).

The City approved Pebblebrook's rezoning application following extensive negotiations with adjacent property owners and residents, which resulted in numerous stipulations being imposed upon the proposed development on the subject property "and the adjacent property also to be developed," referring to the ~8.83 acres on which Pebblebrook intended to construct Buildings 200 and 300, and on which DRB now seeks to construct 89 townhomes. (See Kennesaw Planning Commission meeting minutes for July, 10, 2006 (**Exhibit 6**); Mayor and Council meeting minutes for September 5, 2006 (**Exhibit 7**); Mayor and Council Agenda Packet for September 5, 2006 (**Exhibit 8**)).The Ordinance's zoning stipulations specifically reference "the proposed buildings, both within the Subject Property and on adjoining property, which will be part of the proposed development." (Ordinance, Stipulation #7).

As depicted on its rezoning application materials, DRB's proposed 89-unit townhome development would violate at least the following five (5) zoning stipulations set forth in the Ordinance:

Stipulation #4:

Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials.

The 89 townhomes proposed by DRB are not consistent with the three (3) small office buildings shown on the development plan that Pebblebrook submitted to the City during the zoning process. Not only does DRB intend to change the entire character of the proposed development from three (3) office buildings to 89 townhomes, but the proposed townhomes do not comply with any of the Ordinance's exterior elevation requirements. The elevation details submitted by DRB indicate the townhomes will consist of lapped panel siding and board and

batten siding, not brick, stone, stacked stone, stucco, and other masonry materials as required by the ordinance. As such, the proposed development is in direct violation of this stipulation.

Stipulation #6:

Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process.

According to the materials submitted by DRB, the proposed townhome development would only have a 20-foot landscape strip on the southern boundary. This is only half of the minimum 40-foot landscape buffer required by the Ordinance. Moreover, the site plan submitted by Pebblebrook for the original zoning, with which the "proposed development shall be consistent" (Ordinance, Stipulation #4 and #11), provided for a 35-foot rear setback for the buildings, compared to the only 25-foot setback specified for DRB's proposed townhomes. Because the townhomes lack the minimum required landscaped buffer and the minimum required setback, the proposed development is in violation of this stipulation.

Stipulation #11:

Applicant agrees that the future development shall be consistent with the general layout and design as shown and reflected on the submitted site plan.

As noted above, the Ordinance provides that the adjoining property "will be part of the proposed development" (Stipulation #7). The "future development" in this stipulation references Buildings 200 and 300, identified as Tract 2 on the Rezoning Drawing submitted by Pebblebrook and relied upon by the City, Pebblebrook, and the local residents as the basis for the prior zoning approval. (**Exhibit 5**). The 89 townhomes proposed by DRB are in no way consistent with what is shown on the Rezoning Drawing. As such, the proposed development is in violation of this stipulation.

Stipulation #13:

Applicant agrees to coordinate and seek approval from the City of Kennesaw on final layout of access drive to the proposed development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.

As noted in this stipulation, traffic congestion on Pine Mountain Road was already a concern for the City and the local businesses and residents when the zoning Ordinance was passed back in 2006. The proposed development consisting of 89 townhomes is contrary to the City's directive to reduce stacking and promote better traffic flow to and from Pine Mountain Road.

DRB's site plan shows two (2) points of ingress/egress. The first is to Hwy 41 (Cobb Parkway) to the north via King Crossing Court. The second is to Pine Mountain Road to the east via the unnamed private drive serving the CCPOA property. As part of its zoning application, DRB submitted a Traffic Impact Study[1] which relied upon the assumption that the future townhome residents would have two (2) points of ingress/egress. However, in a meeting with the City and CCPOA on January 12, 2026, DRB represented to the City and to CCPOA that it is "landlocked" and is seeking an easement of necessity through CCPOA's private drive because the current owner does not have the legal right to use King Crossing Court as shown on DRB's site plan and as indicated in its Traffic Impact Study. DRB makes this assertion despite the fact that the current owner's deed, and all relevant prior deeds, specifically include an easement appurtenant granting the owner "all right, title and interest in real estate [King Crossing Court] by virtue of the Reciprocal Easement Agreement" recorded by the original owner of the full ~11.7-acre parcel. (See **Exhibit 4**; AP Real Estate Georgia, LLC's Limited Warranty Deed (**Exhibit 9**); and Reciprocal Easement Agreement (**Exhibit 10**)). It is noteworthy that the current owner of the proposed development property has used King Crossing Court as its exclusive point of ingress/egress since 2019. It is also noteworthy that the Rezoning Drawing submitted by Pebblebrook in 2006 as part of its acquisition and future development of the ~11.7 acre property, as well as its rezoning of the ~2.84-acre parcel, specifically shows that that grantor of the Reciprocal Easement Agreement intended to have the future development access Hwy 41 via King Crossing Court. (**Exhibit 5**). It is also noteworthy that DRB acknowledges that no one claiming an ownership or other interest in King Crossing Court has objected to its proposed use

[1] CCPOA questions the validity of the traffic study submitted by DRB. It seems highly unlikely that an 89-unit residential townhome community would only generate 28 exit trips during the peak morning hours of 7:00 am – 9:00 am.

of King Crossing Court to access the proposed development or has otherwise claimed that the current owner lacks the legal right to do so.

CCPOA disputes DRB's position that it is landlocked or that the current owner has no legal right to use King Crossing Court. The recorded Reciprocal Easement Agreement was created for the specific purpose of providing "a perpetual and non-exclusive permanent easement and right of way appurtenant" to give access to the development property. (**Exhibit 10**). Moreover, the current owner's deed specifically references that same Reciprocal Easement Agreement as "Appurtenant Easement Area No. 3" benefiting the subject property. (**Exhibit 9**; see also **Exhibit 4**). In light of DRB's representations to the City in its site plan and Traffic Impact Study that the proposed development will access Hwy 41 via King Crossing Court, the fact that the current owner's deed specifically references the Reciprocal Easement Agreement over King Crossing Court as an easement appurtenant benefitting the development property, and the fact that the current owner has exclusively used King Crossing Court to access the development property since 2019, it appears that DRB's current position is merely a strategy to support its effort to seize access to CCPOA's private drive and secure a second access point for its proposed townhomes.

However, assuming *arguendo* that the proposed development truly has no legal right to use King Crossing Court, that would mean that DRB's site plan falsely represents that the 89-unit townhome development would have two (2) points of ingress/egress. Moreover, it would also mean that, contrary to what is represented in DRB's Traffic Impact Study, 100% of the traffic to/from the proposed 89-unit townhome development would be forced to use CCPOA's private drive. Relying upon DRB's own traffic calculations, that would mean the proposed townhome development would result in 584 additional vehicles passing through CCPOA's private drive every day, and 584 additional vehicles attempting to enter and exit a highly congested section of Pine Mountain Road every day. This would be incredibly harmful to the interests of CCPOA, its unit owners, their customers, and the general public. In addition, this would be incredibly harmful to the local businesses and residents in the community since this increased traffic would overwhelm the already problematic traffic situation on Pine Mountain Road.

Although the Ordinance requires CCPOA's private drive to be designed in a manner that would reduce stacking and promote better traffic flow for ingress and egress, the proposed townhome development would do the opposite. As such, the proposed development is in direct violation of this stipulation.

BENDIN SUMRALL & LADNER, LLC

January 16, 2026
Page 6

Stipulation #14:

Interparcel access and shared access drive shall be designed with adjoining vacant property once future development of adjoining parcel is pursued.

DRB relies upon this stipulation to support its contention that the Ordinance requires CCPOA to allow the residents of its proposed 89-unit townhome development to use CCPOA's private drive as a secondary (or primary, as it now alleges) point of ingress/egress. However, the Ordinance and this stipulation were based on the assumption that the future development would be two (2) additional office buildings, as specifically shown on Pebblebrook's Rezoning Drawing. Neither Pebblebrook, nor the City, nor the residents who collectively negotiated the terms and stipulations of the Ordinance contemplated that the adjoining property would be developed into 89 townhomes. CCPOA is confident that Pebblebrook and the local residents would never have agreed to this stipulation if it were possible for the adjoining property to be developed in a completely different manner than what was shown in Pebblebrook's Rezoning Drawing, such as replacing the two (2) office buildings with 89 townhomes all using the private drive to access Pine Mountain Road. In light of DRB's intent to change the nature of the development on the adjacent property, CCPOA has submitted a rezoning application contemporaneously with this letter in which it requests that the City remove this Stipulation #14 from the Ordinance.

CCPOA strongly objects to DRB's rezoning application for the reasons stated above. The site plan submitted by DRB does not accurately reflect the access road(s) DRB's application and proposed development project rely upon. DRB seeks to use CCPOA's private drive for a purpose that was not contemplated or approved in the Ordinance and that will result in irreparable harm to CCPOA and the community who already struggle with traffic problems on Pine Mountain Road. Moreover, the proposed townhome development violates no less than five (5) stipulations within the existing Ordinance that expressly apply to the proposed development property. For these reasons, CCPOA respectfully requests that the City of Kennesaw deny DRB's rezoning request.

In the event the City is inclined to grant DRB's rezoning request despite its many violations of an existing Ordinance, CCPOA respectfully requests that the City impose the following conditions on its approval:

1. Require DRB to modify its site plan to eliminate the proposed use of CCPOA's private drive as an access road and delete Condition #14 from City of Kennesaw Ordinance 2006-20.

BENDIN SUMRALL & LADNER, LLC

January 16, 2026
Page 7

2. Restrict development to single-family detached homes in harmony with the adjacent subdivisions.

3. Require DRB to establish and maintain a permanent, minimum 40-foot landscape buffer along the entire southern and eastern boundaries of the subject property.

4. Require DRB to install a continuous, eight (8) foot tall wood privacy fence along the entire southern and eastern boundaries of the subject property.

5. If DRB is permitted to proceed with the construction of single-family attached homes, require DRB to include a deed restriction preventing future unit owners from renting or leasing their units.

We appreciate the opportunity to submit this formal objection to Rezoning Application #RZ2025-3. If you need any further information or documentation related to this matter, please do not hesitate to contact me.

Sincerely,

Stephen T. Snow

CC: Cedar Creek Professional Office Association, Inc.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

PLANNING AND ZONING

Site Visit:
☑ Yes
☐ No

Staff Member:
Name: Chanelle Campbell
Date of Visit: 10/21/2025

Land Use Recommendation:
Residential development is a compatible use

Historic Preservation:
Not located in the historic district

Cemetery Preservation:
No cemeteries on site

DEPARTMENT COMMENTS

Engineering: No Comments

Public Works: The proposed site requires a Traffic Impact Study (TIS) to evaluate anticipated trip generation, turning movements, and overall impacts to the surrounding roadway network.

Building Services: No Comments

Cobb County Fire: None provided

Cobb County Water: None provided

JANUARY 2026 ZONING ADMINISTRATOR'S RECOMMENDATION: **POSTPONE**

Planning and Zoning staff recommends to postpone the rezoning application. Please note that staff received a letter on December 31, 2025 from the applicant's attorney requesting to postpone the case to the February 2026 public hearing.

JANUARY 2026 BASIS FOR PLANNING AND ZONING'S RECOMMENDATION:

In order to make an informed recommendation to the Planning Commission and Mayor and Council, staff is needing for the applicant to provide more information on this project including:

1. Addressing the concerns and comments of the surrounding property owners and incorporating solutions.

JANUARY 7, 2026 PLANNING COMMISSION:

The Planning Commission recommended to **postpone** the rezoning application to the February 4, 2026 Planning Commission meeting and the February 16, 2026 Mayor and Council meeting.

JANUARY 20, 2026 MAYOR AND COUNCIL DECISION

The Mayor and Council voted to **postpone** the rezoning application to the February 4, 2026 Planning Commission meeting and the February 16, 2026 Mayor and Council meeting.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

STAFF ANALYSIS - **REZONING**

The applicant, DRB Group Georgia, LLC represented by Adam Rozen of Rozen, Rozen and Reilly, LLP is requesting to rezone the property located at 6095 Pine Mountain Road from Highway General Business (HGB) to Planned Unit Development-Residential (PUD-R) for the development of eighty nine (89) 'For Sale' Fee Simple townhomes. Staff has analyzed the request to rezone based on the standard for decision outlined in *section 10.01.02* Rezoning Procedures for Amending the Official Zoning Map and the requirement outline in *section 2.01.03.07* for the Planned Unit Development - Residential (PUD-R) district with the following observations:

The City's adopted land use policy documents and Comprehensive Plan support the requested rezoning. The proposed development aligns with the purpose and intent of the Planned Unit Development–Residential (PUD-R) district, as outlined in Unified Development Code *section 2.01.03.07*, which is designed to allow flexible site planning and coordinated development under a unified master plan rather than traditional lot-by-lot regulation. The PUD-R district is not intended to increase density beyond what is appropriate for the surrounding area; instead, it promotes creative and efficient land planning that incorporates open space, recreational amenities, and high-quality design to achieve a more desirable residential environment.

The proposed site plan includes residential units with a minimum floor area of 1,000 square feet and an overall density of 10.08 units per acre, arranged in buildings containing six units each. The development program also incorporates on-site amenities, including a dog park and other shared open-space features designed to support resident recreation and enhance the overall livability of the community.

The development will also include a call system at the Pine Mountain Road access point, as well as a residents only access point off Cobb Parkway, to support controlled entry and enhance overall site security. This feature supports orderly traffic flow at the entry points and contributes to the safety and management of the residential community.

Per the parking standards per use as outlined in *section 6.06.00* Off Street Parking Facilities requires:

Type of Use	Required Parking Spaces
Townhouse Dwelling Units (attached)	2 space per dwelling unit plus 0.35 parking spaces per unit for overall new development

Required Parking Spaces Analysis:

- 89 units X 2 = 178 parking spaces required
- 89 units X 0.35 = 31 parking spaces required

According to the requirements outlined in section 6.06.00 of the Unified Development Code, the proposed project is required to provide a minimum of two hundred and nine (209) parking spaces. The submitted site plan demonstrates compliance with this standard by providing a two-car garage and a minimum 22' L x 18' W driveway for each unit, supplemented by forty-five (45) additional surface parking spaces. This configuration exceeds the minimum parking requirement for the proposed residential use and ensures adequate on-site parking capacity for residents and visitors.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

STAFF ANALYSIS - **REZONING**

Given the site's lack of direct frontage on a major roadway and its limited visibility from the street network, the development of a townhome subdivision represents an efficient and appropriate use of the property. The residential character of the proposal is compatible with the established development pattern, including The Woodlands mobile home community to the east and The Village at Pine Mountain townhome subdivision to the south, constructed in 1993.

Within the Community Activity Center (CAC) future land use designation, the PUD-R zoning provides an appropriate mechanism to introduce residential uses that complement nearby commercial activity while ensuring that overall density remains compatible with surrounding neighborhoods. The proposed townhomes create a logical transition between existing residential areas and the broader CAC designation, resulting in a well-integrated and suitable infill development that supports the City's long-term land use objectives.

Staff recommends approval of the request, as the proposed development is consistent with the Comprehensive Plan designation of the site as a Community Activity Center and supports the corridor's long-term vision for mixed-use redevelopment. The development also advances policy objectives for the Cobb Parkway Commercial Corridor by introducing housing diversity, supporting nearby commercial uses, and promoting efficient use of an underutilized site. The project aligns with corridor guidelines encouraging pedestrian mobility improvements, inter-parcel connectivity, and appropriate transitions to adjacent residential areas.

Based on the project's consistency with adopted land-use policies, its limited traffic impact, and its contribution to corridor revitalization, staff finds the request appropriate and supportive of the City's long-term planning goals.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

ZONING ADMINISTRATOR'S RECOMMENDATION: **APPROVAL WITH CONDITIONS**

Based on the findings outlined in the analysis section of the staff report, City Staff recommends **approval with conditions** of case #RZ2025-03.

PROPOSED ZONING CONDITIONS:

1. The rezoning of the Subject Property to the Planned Unit Development–Residential (PUD-R) district shall be consistent with the technical and conceptual site plans submitted with the application and shall comply with the proposed minimum front, side, and rear setbacks, as well as the overall density of 10.08 units per acre.

2. The Subject Property shall be developed as maximum of eighty-nine (89) 'For Sale" Fee Simple Town-homes.

3. Applicant agrees the minimum floor area of all residential units shall be 1,400 sq. ft. Applicant also agrees that the maximum height of the overall development will adhere to the development standards outlined in the Unified Development Code.

4. The architectural style and composition of the buildings to be constructed on the Subject Property shall be in reasonable conformity to the architectural renderings/elevations submitted with the rezoning application and should include a mixture of components consisting of brick, stacked stone, and other cementitious components including Hardie plank and Hardie plank shake and similar products.

5. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director with respect to stormwater management, hydrology and water quality requirements as outlined in the Unified Development Code.

6. Prior to issuance of a land disturbance permit, the applicant shall coordinate with a qualified geotechnical firm and civil engineer to design and implement measures to capture any groundwater encountered on-site associated with the spring ,subject to review and approval by the City Engineer and/or the City's Public Works Director.

7. Subject to review and approval by the City Engineer and the Public Works Department, all stormwater management components shall comply with the recommendations of the City of Kennesaw's Stormwater Management Division, including requirements related to stormwater management, hydrology, and water quality.

8. Applicant agrees to the protection of all required stream buffers affecting the Property; any potential impact to the stream(s) due to revisions to the site plans will require a variance.

9. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenant, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than five percent (5%) of the total number of units.

10. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.

11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.

12. The applicant agrees to the installation of a privacy fence constructed of solid weather resistant materials such as wood, wrought iron, with a height no greater than 8 ft along the portion of the rezoned parcel adjacent to existing commercial properties.

13. The developer agrees to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the site plan. Additionally, the developer agrees to comply in all respects with the City's specifications concerning such infrastructure improvements which are interior to the subdivision.

14. The proposed development shall include amenities for use and enjoyment of its residents as follows:
    a) Community courtyards, gathering places
    b) Pedestrian connectivity
    c) A dog park

15. Sidewalks shall be provided throughout the subdivision, with all amenity areas connected to the nearest internal sidewalk to ensure continuous pedestrian access.

16. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.

17. Compliance with recommendations from Cobb County Fire Marshal's Office with respect to Life Safety and Fire Prevention issues. The development shall also comply with all applicable guest parking regulations, consistent with the parking layout and quantities depicted on the submitted site plan.

18. Entrance signage shall be ground based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the subdivision.

19. All utilities servicing the residences with the proposed community shall be underground.

20. The applicant agrees that construction will begin in 24 months of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2025-03

PLANNING COMMISSION RECOMMENDATION:

At the February 4, 2026 meeting, the Planning Commission recommended approval with conditions as outlined by staff.

MAYOR AND COUNCIL DECISION:

To be determined on February 16, 2026

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: Cam Hutto 10/15/25
Notary **Date**

CAMERON HEATH NOTARY PUBLIC FULTON COUNTY, GEORGIA Exp. 6/9/

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date 10/17/25

Signed, sealed and delivered in presence of: _____ 10/17/25
Notary **Date**

SUSEANN R BRISTOW NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 04, 2028

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** [redacted]

Signature: Kathleen Steil as Trustee **Address** P.O. Box 1547, Decatur, GA 30031
Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890-JWC ND GA)
Signed, sealed and delivered in presence of: _____ 10/15/2025
Notary **Date**

TERESA PANTALEON NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES January 24, 2029

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

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

No The Bankruptcy Estate of A P. Real Estate Georgia, LLC has not made any campaign contributions.

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

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

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

N/A

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

N/A

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

I certify that the foregoing information is true and correct, this _____d ay of _____, 20_____

TITLEHOLDER

~~Applicants~~ Signature

Kathleen Steil as Trustee

Signed by:

Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890 ND GA)

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?
No

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

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

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

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

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

I certify that the foregoing information is true and correct, this 15th day of October, 2025

Applicants Signature

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?
No

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

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

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

NO

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

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

I certify that the foregoing information is true and correct, this 17th day of OCTOBER, 2025

Applicants Signature

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

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

ROZEN, ROZEN & REILLY, LLP
248 Roswell Street, SE
Marietta, Georgia 30060
[redacted]

ROGER J. ROZEN
[redacted]
ADAM J. ROZEN
[redacted]
JEFFREY M. REILLY, JR.
[redacted]

Injury, Land Use,
Criminal Defense,
Domestic
& Business

October 17, 2025

VIA EMAIL: [redacted]

Darryl Simmons
Planning & Zoning Manager
City of Kennesaw

Re: Rezoning Application of DRB Group Georgia, LLC to rezone from HGB to PUD for fee simple residential townhomes on an approximately 8.828 acre tract known as 6095 Pine Mountain Road, City of Kennesaw, Cobb County, Georgia

Dear Darryl:

This firm represents DRB Group Georgia, LLC ("DRB") as it relates to its Rezoning Application regarding the above-captioned property ("Subject Property") (hereinafter collectively the "Application"). On behalf of DRB, please accept and find the Application and the following:

1. Application forms signed by the Property Owner and Applicant.

2. Application fee to be submitted electronically following receipt of City electronic invoice after filing.

3. Copies of the deed reflecting the record titleholder and a current legal description of the subject property.

4. Copies of the paid tax receipt for 2024.

5. Copy of the site plan drawn to scale and survey of the property.

6. A Constitutional Challenge.

REZONING WRITTEN DESCRIPTION/LETTER OF INTENT

The Subject Property is zoned HGB in a commercialized corridor of the City of Kennesaw along US Hwy 41 near its intersection with Jiles Road/Pine Mountain Road. The Subject Property is one parcel removed from and without frontage on US Hwy 41 situated behind retail commercial parcels fronting on the highway on one side and situated behind additional retail and professional office uses fronting on Pine Mountain Road. The Subject Property is partially developed for an assisted living facility but left incomplete after horizontal development was halted due to bankruptcy.

The Applicant proposes rezoning to PUD for the development of fee simple residential townhomes providing an additional and needed residential development alongside an existing residential townhome development and mobile home park before transitioning to additional residential uses zoned R-10 and R-20. The development is proposed under the maximum allowed PUD density of 12 UPA at 10.08 UPA yielding 89 units.

For these reasons, the intent and purpose of the Ordinance and applicable Sections are not frustrated by the Applicant's request, but their strict application and retention of the existing HGB zoning district would create a hardship for the Applicant without gain or benefit to the public for strict enforcement.

For all the reasons stated herein above and with all of the information and documentation which is before you, we respectfully request that the Rezoning Application be approved. Prior to the final hearing of the Application, I will be providing you and your staff with any necessary additional information, documentation and stipulations in order to facilitate the approval of this Application.

Thank you.

Sincerely,

ROZEN, ROZEN & REILLY, LLP

/s/ Adam J. Rozen

Adam J. Rozen
[redacted]

AJR/srb
Enclosures/Attachments

ZONING STANDARDS RESPONSE AND ZONING IMPACT STATEMENT FOR THE REZONING APPLICATION OF DRB GROUP GEORGIA, LLC

COMES NOW, APPLICATION OF DRB GROUP GEORGIA, LLC, and pursuant to Section 1908 of the Kennesaw Zoning Code, files this its Zoning Impact Statement and Zoning Standards Response, as follows:

(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objectives? *Yes, the Subject Property is within a Community Activity Center ("CAC") without frontage but one parcel removed from US Hwy 41 and adjoining existing residential ranging from townhomes to single family detached homes of varying zoning districts and a mobile home park.*

(2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets? *The proposed amendment would increase traffic in its provision of additional homes but would do so in an appropriate manner and without congestion through US Hwy 41 access and additional access to Pine Mountain Road.*

(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers? *The amendment would increase by providing occupied homes on an otherwise vacant and partially developed parcel and will be developed with implementation and adherence to current fire safety standards.*

(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the city? *The proposed amendment will promote public health and welfare by providing active*

development on an otherwise partially developed parcel and provide needed housing opportunities.

(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air? *The proposed amendment will not negatively impact provisions of light and air being developed alongside similar residential uses and adjacent to existing retail commercial uses.*

(6) Would the proposed amendment tend to cause, prevent or have no influence on the overcrowding of land? *The proposed amendment will not overcrowd land being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(7) Would the proposed amendment tend to cause, prevent or have no relationship on the population distribution within the city creating any area as dense in population as to adversely affect the health, safety, and general welfare of the city? *The proposed amendment will have a positive relationship on population distribution being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewage, other public services, utilities or facilities? *The proposed amendment will facilitate the aforementioned utilities and facilities by efficiently providing 89 residential homes developed with and served by such utilities.*

(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties? *The proposed amendment will be compatible with and enhance environmental conditions through best management practices stormwater facilities, erosion and environmental controls.*

(10) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds? *The proposed amendment would only require a reasonable expenditure of public funds.*

(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area? *The proposed amendment will promote the aesthetics of the existing and future uses by eliminating a blighted and partially developed site but provide residential homes to support the existing adjacent and nearby retail and professional uses.*

(12) Would the proposed amendment have measurable adverse economic effect of on the value of the surrounding or adjacent properties? The proposed amendment *promote a positive economic effect on surrounding properties by eliminating a blighted and partially developed site and instead provide residential homes to support the existing adjacent and nearby retail and professional uses.*

Respectfully submitted, this the 17th day of October, 2025.

ROZEN, ROZEN & REILLY, LLP

By: */s/ Adam J. Rozen*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

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

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was mailed out on 12-12-2025 in accordance with the application requirements.

12-12-2025
Date

Applicant or Authorized Agent

Sworn and subscribed before me this 12th day of December 20 2025

Cam Heath

Notary Public Exp. 6/19/29

CAMERON HEATH NOTARY PUBLIC FULTON COUNTY, GEORGIA

Attach to this document a copy of the property/s that have been served notification along with the documentation supplied in the certified mailing.

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
0332013006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

~~When Recorded Mail To~~:

Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 574407-280

FOR ML SEE
LB Book 137 Page 2703

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

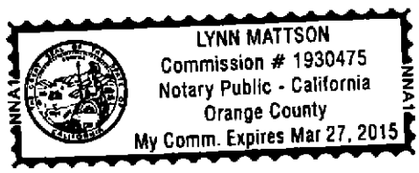
[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (SEAL)
Signature of Notary Public

EXHIBIT "A"

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143,and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
0332013006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

~~When Recorded Mail To~~:
Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 574407-30

FOR NOTICE SEE
DE Book 16162 Page 2550

LIMITED WARRANTY DEED

FOR ML SEE
LB Book 137 Page 2703

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (SEAL)
Signature of Notary Public

EXHIBIT "A"

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143,and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143, and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point;

thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Printed: 1/29/2026

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
GEORGIA CONSTRUCTION MANAGEMENT LLC

A P REAL ESTATE GEORGIA LLC

Payment Date: 1/7/2026

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20014001380	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$184.87	$335.37	$0.00	$0.00	$7,227.54	**$0.00**

Scan this code with your mobile phone to view this billl!

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20014001380	3/3-BOND - KENNESAW CITY	302878

Property Owner/Location/Description	Fair Market Value	Taxable Value
A P REAL ESTATE GEORGIA LLC 6095 PINE MOUNTAIN RD	556,530	222,612

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	222,612		0		222,612		7.7500000000		$1,725.24
BOND	222,612		0		222,612		1.4000000000		$311.66
2025-BLIGHTED PROPERTY 13									$12,221.39

Exemptions:

Printed January 2026 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$14,240.46
Interest	$224.13
Penalty	$0.00
Other Fees	$0.00
Payments Received	$2,036.90
Other Amounts Due	$15,724.52
Total Due	$28,152.21
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20014001380
Amount Due:	$28,152.21
Bill#:	302878
Due Date:	12/01/2025
	AMOUNT PAID

A P REAL ESTATE GEORGIA LLC
C/O DEVIKA PATEL
6095 PINE MOUNTAIN RD
KENNESAW, GA 30152

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is William Cutler. I am the officer who is delegated the responsibility for authenticating records of DRB GROUP GEORGIA, LLC, a Foreign Limited Liability Company which entity is the applicant in the Rezoning Application to which this Certificate is attached (the Applicant). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the Applicant's Rezoning Application regarding certain real property owned by AP Real Estate Georgia, LLC located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Applicant Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Applicant (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That corporate seal or facsimile affixed to the Rezoning Application is in fact the seal of the Applicant Company or a true facsimile thereof; and

(b) That the officer or other representative of the Applicant Company who executed the Rezoning Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Rezoning Application on behalf of the Applicant Company, and that the signature of said officer or other representative is genuine; and

(c) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Applicant Company by the officer or other representative of the Applicants has been duly authorized by the Applicant Company.

DRB GROUP GEORGIA, LLC

By: _____ (CORPORATE SEAL)

Print Name: William Cutler

Its: Vice President
Title

CERTIFICATE REGARDING COMPANY AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is Kathleen Steil and I am the Chapter 7 Trustee for the Estate of AP Real Estate Georgia, LLC, Case No. 23-57890-JWC, pending in the Northern District of Georgia. As such, I am the only person authorized to act for or on behalf of AP Real Estate Georgia, LLC, a Domestic Limited Liability Company which entity is the titleholder in the Rezoning Application to which this Certificate is attached (the Titleholder). A true and correct copy of the Notice of Appointment of Interim Trustee and Section 341(a) Meeting of Creditors [Docket No. 64] is attached hereto. I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given for use with respect to the Applicant's Rezoning Application regarding certain real property owned by the Titleholder Company located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Titleholder Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Titleholder (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That, by virtue of the bankruptcy filing, I am the sole representative of the Titleholder Company. I have executed the Rezoning Application, I do in fact occupy the official position indicated, I have the authority to execute the Rezoning Application on behalf of the Titleholder Company, and my signature is genuine; and

(b) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Titleholder Company has been duly authorized by the Bankruptcy Court's *Order Granting Trustee's Motion for Entry of An Order Authorizing the Sale of Debtor's Property Free and Clear of Liens, Claims, Interests, and Encumbrances entered on March 31, 2025* [Docket No. 93] ("Bankruptcy Court Order"). A true and correct copy of the Bankruptcy Court's Order is attached hereto and incorporated herein by reference.

A P REAL ESTATE GEORGIA, LLC,
Case No. 23-57890-JWC, pending in the Northern District of Georgia

By: _____
Kathleen Steil as and only as Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE	)	CHAPTER 7
	)	
AP REAL ESTATE GEORGIA, LLC,	)	CASE NO. 23-57890-JWC
	)	
DEBTOR.	)	

NOTICE OF APPOINTMENT OF INTERIM TRUSTEE AND SECTION 341(a) MEETING OF CREDITORS

Pursuant to 11 U.S.C. § 701, the United States Trustee appoints **Kathleen Steil** as interim trustee in this case and designates her to preside over the meeting of creditors. Unless creditors at the first meeting of creditors held pursuant to 11 U.S.C. § 341(a) elect another trustee, the interim trustee appointed herein shall serve as trustee without further appointment or qualification. The trustee shall serve under the blanket bond heretofore approved. The name and address of the interim trustee and the date, time, and location of the section 341(a) meeting of creditors are as follows. The trustee, debtor, and debtor's attorney must appear via Zoom. Creditors and other parties may appear by telephone.

Kathleen Steil P.O. Box 1547 Decatur, GA 30031 E-mail: [redacted] Phone: [redacted] Fax: [redacted]	**June 12, 2024, at 8:30 a.m.** The meeting will be held by zoom video meeting. Go to **Zoom.us/join.** Enter Meeting ID: [redacted] **and** Passcode: [redacted] or call [redacted]

Notice given by:

MARY IDA TOWNSON
UNITED STATES TRUSTEE
REGION 21

s/ Jeneane Treace
R. Jeneane Treace
GA Bar No. 716620
United States Department of Justice
Office of the United States Trustee
362 Richard B. Russell Building
75 Ted Turner Drive, S.W.
Atlanta, Georgia 30303
[redacted]

Information to identify the case:

Debtor **A P Real Estate Georgia, LLC** EIN **46-1771881**
Name

United States Bankruptcy Court **Northern District of Georgia** Date case filed in chapter **11** **8/17/23**
Court website: www.ganb.uscourts.gov

Case number: **23-57890-jwc** Date case converted to chapter **7** **5/16/24**

Official Form 309C (For Corporations or Partnerships)

Notice of Chapter 7 Bankruptcy Case -- No Proof of Claim Deadline

10/20

For the debtor listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.
To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at https://pacer.uscourts.gov). Copy fees or access charges may apply. A free automated response system is available at 866-222-8029 (Georgia Northern). You must have case number, debtor name, or SSN when calling.

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	A P Real Estate Georgia, LLC	
2. All other names used in the last 8 years		
3. Address	5 Baltic Street Edison, NJ 08820	
4. Debtor's attorney Name and address	Ian M. Falcone The Falcone Law Firm, P.C. 363 Lawrence Street Marietta, GA 30060	Contact phone (770) 426-9359 Email: attorneys@falconefirm.com
5. Bankruptcy trustee Name and address	Kathleen Steil Kathleen Steil, Trustee Ogier, Rothschild & Rosenfeld, PC P. O. Box 1547 Decatur, GA 30031	Contact phone (404) 525-4000
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov.	Vania S. Allen Clerk of Court 1340 United States Courthouse 75 Ted Turner Drive SW Atlanta, GA 30303	Office Hours: 8:00 a.m. - 4:00 p.m. Court website: www.ganb.uscourts.gov Contact phone 404-215-1000
7. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so. Cellular phones and other devices with cameras are not allowed in the building.	**June 12, 2024 at 08:30 AM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: **Zoom video meeting. Go to Zoom.us/join, Enter Meeting ID 871 484 5731, and Passcode 9517153975, OR call 1 (470) 944-8606** For additional meeting information go to https://www.justice.gov/ust/moc
8. Proof of claim Please do not file a proof of claim unless you receive a notice to do so.	No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline.	
9.		

Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.

IT IS ORDERED as set forth below:

Date: March 31, 2025

Jeffery W. Cavender
U.S. Bankruptcy Court Judge

Signed as Revised by the Court

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	)	
	)	CASE NO. 23-57890-JWC
A P REAL ESTATE GEORGIA, LLC,	)	
	)	CHAPTER 7
Debtor.	)	
KATHLEEN STEIL AS TRUSTEE	)	
	)	
Movant,	)	CONTESTED MATTER
	)	
v.	)	
	)	
CITY OF KENNESAW, OPTUM CONSTRUCTION GROUP, LLC, LOYALTY ENTERPRISES, INC., BEE-DON, INC., CAT PLUMBING, INC., THOMAS CONCRETE OF GEORGIA, INC.; YANCEY RENTS, GENESIS CONCRETE PUMPING, LLC, CRUSADE CONSTRUCTION COMPANY LLC, and ERNST ENTERPRISES OF GEORGIA, INC.,	)	

ORDER GRANTING TRUSTEE'S MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE SALE OF DEBTOR'S PROPERTY FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES

Upon the *Trustee's Motion for Entry of an Order Authorizing the Sale of Debtor's Property Free and Clear of Liens, Claims, Interests, and Encumbrances* (Doc. No. 89)(the "Sale Motion")[1] filed by Kathleen Steil in her capacity as Chapter 7 Trustee (the "Trustee"), in the above-captioned case, pursuant to sections 105, 362, 363, and 365 of the Bankruptcy Code, seeking authorization to sell the estate's interest in and to that certain tract of land containing approximately 8.82 acres and located in Land Lot 140 of the 20 District, Cobb County, Georgia with Cobb County tax parcel identification number 20014001380 (the "Property"), and to pay certain items at the sale closing as set forth in the Motion, as all more fully set forth in the Sale Motion; and the Court having jurisdiction over the matters raised in the Sale Motion pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that proper and adequate notice of the Sale Motion and hearing thereon has been given and no response to the Motion was filed prior to the hearing scheduled for March 27, 2025.

The Motion came before the Court for a hearing on March 27, 2025 (the "Hearing"). Attorney Tamara Ogier of Ogier, Rosenfeld & Steil, P.C. appeared on behalf of the Trustee, Attorney Marshall Kent of Fox Rothschild, LLP appeared on behalf of Optum Construction Group, LLC, and Attorney Ian Falcone of The Falcone Law Firm, P.C. appeared on behalf of the Debtor and Harshad Patel in his individual capacity. The Trustee Kathleen Steil and Harshad Patel also appeared at the Hearing. The Court heard arguments from the parties,

[1] A capitalized term used but not defined herein shall have the meaning ascribed to it in the Sale Motion (as defined herein) or the REPA.

including Harshad Patel. The Court has considered the Motion, oral arguments, lack of filed objections to the Motion, and all other matters of record, and based on the foregoing and for the reasons set forth on the record, finds that good cause exists to grant the relief requested in the Motion.

Accordingly,

THE COURT HEREBY FINDS AND CONCLUDES THAT:

1. The Trustee has provided proper, timely, adequate, and sufficient notice with respect to the Sale Motion and the relief sought therein, including the entry of this Order and the transfer and sale of the Property as set forth in the Real Estate Purchase Agreement attached as Exhibit "A" to Sale Motion (the "REPA") and the Sale Hearing; and no other or further notice of the Sale Motion, the relief requested in the Sale Motion, or the Sale Hearing is required. A reasonable opportunity to object and be heard regarding the relief provided herein has been afforded to all parties-in-interest.

2. The REPA and other documents and instruments (the "Transaction Documents") related to and connected with the Sale to the Purchaser and the consummation thereof have been negotiated and entered into by the Trustee and the Purchaser without collusion, in good faith, and through an arms'-length bargaining process. Neither the Purchaser nor its affiliates or representatives is an "insider" of the Debtor (as such term is defined in section 101(31) of the Bankruptcy Code). The Purchaser has proceeded in good faith and without collusion in all respects in connection with the sale process and, accordingly, is entitled to all of the benefits and protections provided to a good faith Purchaser under section 363(m) of the Bankruptcy Code.

3. The consideration to be provided by the Purchaser pursuant to the REPA (i) is fair and reasonable; (ii) is the highest or otherwise best offer for the Property; and (iii) constitutes reasonably equivalent value and fair consideration for the Property.

4. If the Trustee did not sell the Property free and clear of all Encumbrances (as hereinafter defined), the Purchaser would not have been willing to purchase the Property, thus adversely affecting the Debtor, its estate, its creditors, and holders of equity interests.

5. The Trustee has demonstrated compelling circumstances and a good, sufficient, and sound business purpose for: (i) the sale of the Property outside of the ordinary course of business pursuant to Bankruptcy Code section 363(b) because of the Debtor's current financial position; (ii) a restriction on the Trustee pursuing, considering, or accepting any further offers for the purchased Property from and after the entry of this Order through the earlier of the consummation of the Sale or termination of the REPA in accordance with its terms; and (iii) the immediate consummation of the REPA. Such circumstances and purposes include:(a) the Trustee, through a Broker, conducted a robust marketing process to sell the Property and the REPA constitutes the best offer for the Property; (b) there is risk of deterioration of the value of the Property if the Sale is not consummated in accordance with the terms of the REPA and this Order; and (c) the REPA and the sale of the Property to the Purchaser provide greater value to the Debtor's estate than would be provided by any other presently available alternative that has a substantial likelihood of closing. To maximize the value of the purchased Property and preserve the viability of the Property, it is essential that the Sale occur within the time constraints set

forth in the REPA and this Order and that the Purchaser be protected against any further offers for the purchased Property.

6. As of the Closing, pursuant and subject to the terms of the REPA and this Order, the transfer of the Property and the Sale will affect a legal, valid, enforceable, and effective transfer of the Property and will vest the Purchaser with all of the Trustee's rights, title, and interests in the Property free and clear of all Encumbrances.

7. Time is of the essence in consummating the Sale. The consummation of the Sale as soon as practicable is necessary to preserve and maximize the value of the Debtor's assets and to provide the means for the Trustee to minimize administrative expenses. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

8. The Sale Motion is granted as set forth herein.

9. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

10. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Sale, including the transfer and sale of the Property to the Purchaser in accordance with the terms and conditions of the REPA, is approved in all respects, and the Trustee is authorized to consummate the Sale in accordance with the terms and conditions of the REPA, including, without limitation: (i) executing all of the Transaction Documents (and any ancillary documents or instruments that may be reasonably necessary to implement the REPA and/or the Sale); and (ii) taking all actions necessary and appropriate to effectuate and consummate the Sale (including the sale, transfer, and conveyance of the Property to

the Purchaser) upon the terms set forth in the REPA. The Trustee and the Purchaser shall have the right to make any mutually agreeable, non-material changes to the Transaction Documents (including the REPA), which shall be in writing and signed by both parties, without further order of the Court.

Approval of the REPA

11. The REPA, all the terms and conditions thereof, and the Sale contemplated therein are approved in all respects. The failure specifically to reference any particular provision of the REPA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the REPA be authorized and approved in its entirety and incorporated herein by reference. The transfer of the Property by the Trustee to the Purchaser in accordance with the terms and conditions of the REPA and this Order shall be a legal, valid, and effective transfer of the Property. The consummation of the Sale is hereby approved and authorized under section 363(b) of the Bankruptcy Code. The automatic stay pursuant to section 362 of the Bankruptcy Code, to the extent applicable, is hereby modified to allow the Purchaser to enforce its rights, including any rights to specific performance, in accordance with the terms and conditions of the REPA.

12. The Trustee and Purchaser, as well as their officers, employees, and agents, shall be, and hereby are, authorized to take any and all actions necessary or appropriate to perform, consummate, implement, and close the Sale, including the sale to the Purchaser of the Property, in accordance with the terms and conditions of the REPA and this Order, including, without limitation, executing, acknowledging, and delivering such deeds, assignments, conveyances, and other assurance, documents, and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and

confirming to the Purchaser, or reducing to possession, any or all of the Property, and entering into any other agreements related to implementing the Sale.

13. The Trustee and/or Purchaser, as appropriate, are authorized to pay, without further order of this Court, whether before, at or after the Closing, any expenses or costs that are required to be paid in order to consummate the Sale or perform their obligations under the REPA.

14. All persons and entities are prohibited from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Trustee to transfer the Property to the Purchaser in accordance with the REPA and this Order.

Sale and Transfer Free and Clear of all Liens, Claims, Encumbrances, and/or Interests

15. Pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon Closing, in accordance with the REPA and as otherwise set forth in this Order, the Trustee is authorized to transfer to the Purchaser all of the Trustee's rights, title, and interests in and to, and possession of the Property free and clear of all liens, claims, encumbrances, and interests to the fullest extent permitted by section 363 of the Bankruptcy Code, including, without limitation, each of the following, which are collectively referred to herein as the "Encumbrances":

a) liens (as that term is defined in the Bankruptcy Code), including, without limitation, any lien, encumbrance, pledge, mortgage, deed of trust, security interest, charge, or encumbrance, and liens and security interests granted under sections 361, 363, and/or 364 of the Bankruptcy Code or an order of the Court;

b) interests, obligations, liabilities, demands, guaranties, options, restrictions, and contractual or other commitments;

c) rights, including, without limitation, rights of first refusal, rights of offset, rights to use, contract rights, preferential rights to purchase, rights of recovery, and any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, consent, or termination of the Trustee's or the Purchaser's interest in any of the Property, or any similar rights, in each case with respect to the Sale;

d) judgments and/or decrees of any court or foreign or domestic government entity (to the extent permitted by law);

e) charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Property, including, without limitation, consent of any person or entity to assign or transfer any of the Property;

f) debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor, Trustee, or any of their predecessors or affiliates;

g) matters of any kind or nature whatsoever, whether at law or in equity and whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or nonmaterial, disputed or undisputed, whether arising prior to or during the Debtor's bankruptcy case, and whether imposed by agreement, understanding, law, equity or otherwise.

16. At Closing, all of the Trustee's rights, title, and interests in and to, and possession of, the Property shall be immediately vested in the Purchaser pursuant to

sections 105(a), 363(b), 363(f), and 365 of the Bankruptcy Code free and clear of all Encumbrances. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Property. All Encumbrances of record against the Property shall, upon Closing, be automatically terminated and expunged as against the Property.

17. Except as otherwise expressly provided in the REPA or this Order, and to the greatest extent permitted under applicable law, all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Encumbrances arising under or out of, in connection with, or in any way relating to, the Debtor, the Trustee, the Property, the ownership, sale, or operation of the Property prior to Closing or the transfer of the Property to Purchaser, are hereby forever barred and estopped from asserting such Encumbrances against Purchaser or its property or its affiliates, designees, assignees, and/or successors or their property, or the Property. Following the Closing, no holder of any Encumbrances shall interfere with Purchaser's title to or use and enjoyment of the Property based on or related to any such Encumbrances or based on any action the Trustee has taken or may take in this bankruptcy case.

18. If any person or entity that has filed or recorded financing statements, mortgages, lis pendens, or other documents or agreements evidencing Encumbrances against or in the Property shall not have delivered to the Trustee prior to the Closing of the Sale, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Encumbrances that the person or entity has with respect to the Property or otherwise, then only with regard to the Property

that is purchased by Purchaser pursuant to the REPA and this Order: (i) the Trustee is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Property; (ii) Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against Purchaser and the applicable Property; and (iii) Purchaser may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Encumbrances with respect to the Property. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Property free and clear of all Encumbrances shall be self-executing, and neither the Trustee nor Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order.

19. Nothing in this Order or the REPA:

a) diminishes the Trustee's obligations, for periods prior to the Closing, or the Purchaser's obligations, for periods after the Closing, to comply with applicable health and safety laws and regulations;

b) releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a governmental unit to which any post-sale owner or operator of the Property would be subject in such capacity after the date of entry of this Order;

c) authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization, (v) certificate or (vi) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable non-bankruptcy laws and regulations governing such transfers; or

d) divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

Good Faith of the Purchaser

20. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code. The Sale contemplated by the REPA is undertaken by Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale or appeal of the other relief provided for in this Order shall not affect the validity of the Sale or the other relief provided for in this Order (including the assumption and assignment of the Assumed Contracts), whether or not Purchaser knew or knows of the pendency of the appeal, unless prior to the Closing of this Order, such authorization, such Sale, and the other relief provided for in this Order are duly and properly stayed pending such appeal.

21. Neither the Trustee, the Purchaser, or any affiliate of either the Trustee or Purchaser has engaged in any collusion with other bidders or other parties or has taken any other action or inaction that would cause or permit the Sale to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code or otherwise. The

consideration provided by Purchaser for the Property under the REPA is fair and reasonable and is not less than the value of such Assets, and the Sale and the other relief provided for in this Order may not be avoided under section 363(n) of the Bankruptcy Code.

Miscellaneous

22. The terms and provisions of this Order, as well as the rights granted under the Transaction Documents, shall continue in full force and effect and are binding upon all parties, notwithstanding any conversion, dismissal, or order entry. The provisions of this Order and any actions taken pursuant hereto shall survive any conversion or dismissal of the case and the entry of any other order that may be entered in the case.

23. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or any other provisions of the Bankruptcy Rules, the Federal Rules of Civil Procedure, or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry and no automatic stay shall apply to this Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

24. In accordance with the REPA attached to the Motion as Exhibit A, the Property shall be sold "As Is," "Where is" and "With all Faults" except as explicitly set forth in the REPA and corresponding closing documents.

25. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

26. The Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Sale Motion. In the event there is any inconsistency between the Sale Motion, REPA, or this Order, this Order shall govern.

27. The Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Order and to enter any Orders in aid or furtherance of this Order, and to adjudicate any and all remaining issues concerning the Trustee's right and authority to assume, assign and/or sell the Property.

IT IS SO ORDERED.

END OF DOCUMENT

Prepared and Submitted by:
OGIER, ROSENFELD & STEIL, P.C.

By: */s/ Tamara Miles Ogier*
Tamara Miles Ogier
Georgia Bar No. 550355
P.O. Box 1547
Decatur, Georgia 30031
[redacted]

DISTRIBUTION LIST:

Ogier, Rosenfeld & Steil, P.C.
P.O. Box 1547
Decatur, Georgia 30031

United States Trustee
Lindsay P. S. Kolba
362 Richard B. Russell Building
75 Ted Turner Drive S.W.
Atlanta, Georgia 30303

A P Real Estate Georgia, LLC
5 Baltic Street
Edison, NJ 08820

Ian M. Falcone
The Falcone Law Firm, P.C.
363 Lawrence Street
Marietta, GA 30060

CBRE Inc.
3550 Lenox Road
Suite 2300
Atlanta, GA 30326

Samuel Holder, Asst. Corporate Counsel
DRB Group Georgia, LLC
55 Ivan Allen Blvd, Suite 400
Atlanta, GA 30308

City of Kennesaw
c/o Fred Bentley, Jr., City Counsel
The Bentley Law Firm
241 Washington Ave, NE
Marietta, GA 30060

Will Geer
Rountree Leitman Klein & Geer, LLC
Century Plaza I
2987 Clairmont Road, Suite 350
Atlanta, GA 30329

Parkland Communities
James Jacobi
925 North Point Parkway, Suite 320
Alpharetta, GA 30005

Traton Homes
Richard Parvey
720 Kennesaw Avenue
Marietta, GA 30060

Fischer Homes
Michael Kady
3940 Olympic Boulevard, Suite 400
Erlanger, KY 41018

InLine Communities
Bryan Musolf
48 Atlanta Street
Marietta, GA 30060

BVO Capital
Kevin Woodley
7315 Wisconsin Ave, Suite 925W
Bethesda, MD 20814

Beazer Homes
Scott Butler
2002 Summit Boulevard NE, 15th Floor
Atlanta GA 30319

Taylor Morrison
Mason Maynardi
4400 North Point Parkway, Suite 295
Alpharetta, GA 30022

PulteGroup
Ross Ripple
2475 Northwinds Pkwy, Ste 600
Alpharetta, GA 30009

DR Horton
Sharonda Rahming
8800 Roswell Road, Bldg B Suite B
Atlanta, GA 30350

Davidson Homes
Geoffrey Martin
3460 Preston Ridge Suite 525
Alpharetta, GA 30005

Harshad Patel
Harshad Patel
5 Baltic Street
Edison, NJ 08820

David H. Johnson
McCorkle, Johnson & McCoy, LLP
319 Tattnall Street
Savannah, Georgia 31401

G. Marshall Kent
Fox Rothschild LLP
999 Peachtree Street, N.E.
Suite 1500
Atlanta, GA 30309

Kevin A. Stine
Baker Donelson
1500 Monarch Plaza
3414 Peachtree Road, N.E.
Atlanta, GA 30326

TO THE MAYOR & CITY COUNCIL

KENNESAW, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW, *DRB GROUP GEORGIA, LLC,* hereinafter referred to as the "Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, the Applicant has applied for a rezoning of certain real property lying and being in Kennesaw, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing category of HGB as established by the governing authority of Kennesaw, Georgia to the zoning category of PUD for residential townhomes.

3.

The current HGB zoning classification of the property and all intervening classifications between same and PUD are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification of HGB and all intervening classifications between same and PUD as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The Kennesaw Zoning Ordinance is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

Respectfully submitted, this the 17th day of October, 2025.

ROZEN, ROZEN & REILLY, LLP

By: */s/ Adam J. Rozen*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

(A) 25' STATE UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

(B) 50' CITY UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

(C) 75' CITY IMPERVIOUS SETBACK (AS MEASURED FROM POINT OF WRESTED VEGETATION)

COBB PARKWAY
200' PUBLIC R/W
(DB 16514, PG 927)

N/F
COVALASCO PROPERTIES LLC.
DB:15514; PG:925
HGB ZONING

TAX PARCEL: 20014001370

UNNAMED TRIBUTARY OF BUTLER CREEK

BLOCK WALL

S63°35'52"E
373.05

25' BUILDING SETBACK

KINGS CROSSING COURT
PRIVATE DRIVE & ACCESS EASEMENT
DB 15814, PG 925
DB 14231, PG 4885

GATED ENTRY (RESIDENTS ONLY)

RETAINING WALL B (MODULAR)
130 LF
4'H MAX

ROAD A
ROAD B
ROAD C
ALLEY D
ALLEY E
ALLEY F

27' BOC
50' AE/UE
31.5' BOC
13.5' - 10'
22'
20'
40'
MIN.
24" ROLL-TYPE C&G IN ALLEYS
CONCRETE APRON AT ALLEYS
25'

RETAINING WALL A (MODULAR)
306 LF
8'H MAX

S63°35'52"E
333.41

N/F
MINBRO KENNESAW LLC.
DB:15287; PG:3815
HGB ZONING

TAX PARCEL: 20014000120

N/F
YES WOODLANDS OF KENNESAW LLC.
DB:15055; PG:4936
MHP ZONING

TAX PARCEL: 20014000100

FEMA FLOOD ZONE (0.2% ANNUAL CHANCE FLOOD HAZARD)

N/F
BANK OF AMERICA NA
C/O CORPORATE REAL ESTATE ASSESSMENTS
DB:14690; PG:510
HGB ZONING

TAX PARCEL: 20014000050

N/F
6205 PINE MOUNTAIN ROAD LLC.
DB:15342; PG:2318
HGB ZONING

TAX PARCEL: 20014000060

N/F
CEDAR CREEK PROFESSIONAL OFFICE INC.
DB:14766; PG:4019
CONDO PB:18; PG:45
HGB ZONING

TAX PARCEL: 20014001470

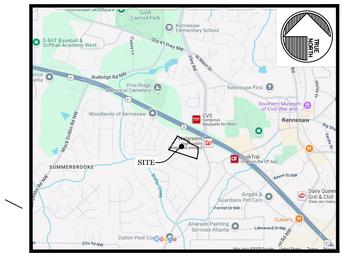
N/F
THE VILLAGE AT PINE MOUNTAIN S/D
FST ZONING

L1 N01°01'40"E 116.85
L2 N02°39'16"E 166.05
L3
L4
L5
L6
L7

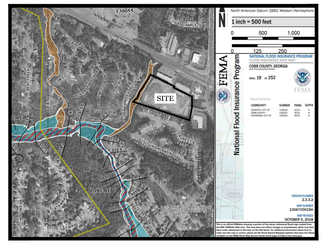
EXISTING SILT-FENCE
EXISTING WOODEN FENCE
EXISTING STORMWATER MANAGEMENT POND (TO REMAIN)
MAIL KIOSK
DOG PARK
20' ZONING BUFFER
25' BUILDING SETBACK
N71°51'58"W
946.96
RETAINING WALL C (MODULAR)
306 LF
5'H MAX
S00°08'26"E
168.42
GATED ENTRY
EXISTING SPLIT-RAIL FENCE
R30'
CALL BOX
ENTRY LAWN
ASPHALT
PRIVATE DRIVE
30' INGRESS/EGRESS EASEMENT
267' TO PINE MOUNTAIN ROAD
S10°43'22"W
218.94
178.00
N10°20'17"E

ZONING PLAN NOTES:

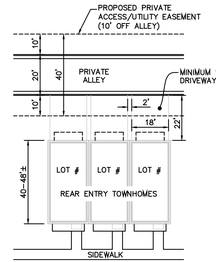
1. SURVEY INFORMATION TAKEN AS-BUILT SURVEY BY GOODWYN MILLS CAWOOD SURVEYING DATED APRIL 29, 2025.
2. EXISTING ZONING: HGB
   PROPOSED ZONING: PUD
3. SUBJECT PROPERTY IS LOCATED 6095 PINE MOUNTAIN ROAD IN LAND LOT 140, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA.
4. APPLICANT: DRB GROUP GEORGIA, LLC
   55 IVAN ALLEY JR. BLVD, SUITE 400
   ATLANTA, GEORGIA 30313
   CONTACT: MS. CARI SMITH 770.471.4751
   carismith@drbgroup.com
5. ENGINEER: CHRISTOPHER PLANNING & ENGINEERING, INC.
   12460 CRABAPPLE ROAD, SUITE 202-612
   ALPHARETTA, GEORGIA 30004
   CONTACT: MR. SOTIR J. CHRISTOPHER 770.331.7303
6. UPON EXAMINATION OF FEMA FLOOD INSURANCE RATE MAPS OF COBB COUNTY, GEORGIA, FIRM MAPS #13067C0019H (PANELS 19 OF 252), DATED OCTOBER 5, 2018, IT HAS BEEN DETERMINED THAT NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA (ZONE X).
7. JURISDICTIONAL BUFFERED STATE WATERS AND WETLANDS HAVE BEEN FIELD DELINEATED BY CORBLU ECOLOGY GROUP AS SHOWN ON PLANS.
8. WATER & SEWER TO BE PROVIDED BY COBB COUNTY.
9. PROPOSED ROADWAYS AND ALLEYS TO BE PRIVATE WITH AE/UE. ROADWAYS TO BE 27' BOC-BOC WITH 50' AE/UE. ALLEYS TO BE 20' BOC-BOC WITH 40' AE/UE.
10. PROPOSED TOWNHOMES TO BE FEE-SIMPLE FOOTPRINT (ALL SURROUNDING AREAS TO BE OPEN SPACE CONTROLLED BY THE HOA/COVENANTS).
11. EXISTING DETENTION POND TO BE USED FOR STORMWATER MANAGEMENT.

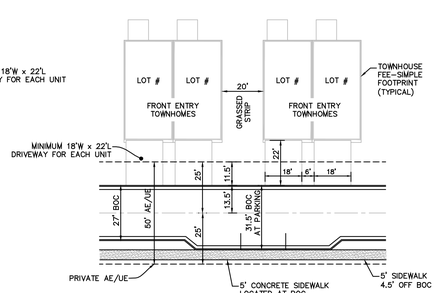


VICINITY MAP
SCALE 1"=2,000'



FEMA MAP
SCALE 1" = 1,000'





1 / Z.1 TYPICAL LOT DETAILS
SCALE: 1" = 30'

SITE ANALYSIS

SITE AREA		8.83 AC±
PROPOSED YIELD	(A) 20' REAR ENTRY TOWNHOMES	37 UNITS
	(B) 24' FRONT ENTRY TOWNHOMES	52 UNITS
	TOTAL	89 UNITS
PROPOSED DENSITY		10.08 UNITS/AC
PROPOSED ZONING CRITERIA (PUD)		
MAXIMUM DENSITY PERMITTED		12 UNITS/AC
MAXIMUM DENSITY PER BUILDING		6 UNITS/BUILDING
PROPOSED MAXIMUM IMPERVIOUS COVERAGE		55%
MAXIMUM BUILDING HEIGHT		2 STORY
MINIMUM FLOOR AREA		1,000 S.F. (2 BEDROOM UNIT)
PROPOSED PERIMETER SETBACK		25 FEET
MINIMUM BUILDING SEPARATION		20 FEET
PARKING REQUIRED BY CITY (0.35 SPACES/LOT)		32 SPACES**
PARKING REQUIRED BY COBB FIRE (0.5 SPACES/LOT)		45 SPACES**
PARKING PROVIDED		45 SPACES

* TOWNHOMES ARE TO BE SOLD FEE-SIMPLE FOOTPRINT
** EACH LOT TO PROVIDE MINIMUM 22'L x 18'W DRIVEWAY WITH TWO-CAR GARAGE (SEE TYPICAL LOT DETAIL FOR MORE INFORMATION)

0 15' 30' 60' 120'
SCALE: 1"= 30'

CP&E
CHRISTOPHER PLANNING & ENGINEERING

GEORGIA REGISTERED No. 029999 PROFESSIONAL SOTIR J. CHRISTOPHER
10/14/2025

GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 03.21.2027)

12460 CRABAPPLE ROAD, SUITE 202-612
ALPHARETTA, GA 30004
PHONE 770.331.7303
schristopher@christopherplanning.com

THESE PLANS ARE THE PROPERTY OF CHRISTOPHER PLANNING & ENGINEERING (CP&E). THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR IMPLEMENTED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF CP&E. ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.

ZONING SITE PLAN

FOR:

6095 PINE MOUNTAIN ROAD

LAND LOT 140
20TH DISTRICT, 2ND SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA

PARCEL ID: 20014001380

FOR:

DRB GROUP

DRB GROUP GEORGIA, LLC

55 IVAN ALLEN JR. BLVD
SUITE 400
ATLANTA, GA 30313
PHONE 770.471.4751

PRIMARY PERMITTEE &
24HR EMERGENCY CONTACT:
MR. ANDREW BURK 770.615.0711
GSWCC #96351 (EXP. 12.29.2027)
aburk@drbgroup.com

REVISIONS

1	11.10.2025	CITY COMMENTS

DATE: OCTOBER 14, 2025

CP&E DRAWING NO: 2024164.10c.dwg

ZONING SITE PLAN

SHEET NO. Z.1



Kimley»Horn

PINE MOUNTAIN | SITE PLAN

DECEMBER 4, 2025

DRB GROUP

0 20 40 80

SCALE IN FEET

NORTH

DRB HOMES

Division Office:

55 Ivan Allen Jr. Blvd, Ste 400

Atlanta, GA 30308

Corporate Office:

2099 Gaither Road, Ste 600

Rockville, MD 20850

Pine Mountain Townhomes

Kennesaw, Georgia


LANDON 4.1
LANDON 1
LANDON 3
LANDON 1
LANDON 4.1

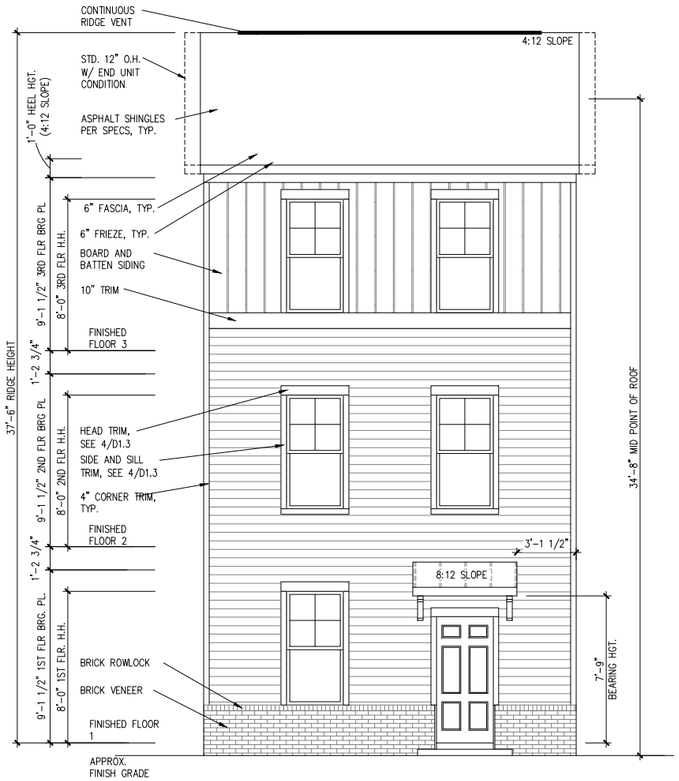

LANDON 2.1
LANDON 4
LANDON 3
LANDON 4
LANDON 2.1










CONTINUOUS RIDGE VENT
4:12 SLOPE
STD. 12" O.H. W/ END UNIT CONDITION
ASPHALT SHINGLES PER SPECS, TYP.
6" FASCIA, TYP.
6" FRIEZE, TYP.
BOARD AND BATTEN SIDING
10" TRIM
FINISHED FLOOR 3
HEAD TRIM, SEE 4/D1.3
SIDE AND SILL TRIM, SEE 4/D1.3
4" CORNER TRIM, TYP.
FINISHED FLOOR 2
3'-1 1/2"
8:12 SLOPE
BRICK ROWLOCK
BRICK VENEER
FINISHED FLOOR 1
APPROX. FINISH GRADE
37'-6" RIDGE HEIGHT
1'-0" HEEL HGT. (4:12 SLOPE)
9'-1 1/2" 3RD FLR BRG PL
8'-0" 3RD FLR H.H.
1'-2 3/4"
9'-1 1/2" 2ND FLR BRG PL
8'-0" 2ND FLR H.H.
1'-2 3/4"
9'-1 1/2" 1ST FLR BRG. PL.
8'-0" 1ST FLR. H.H.
7'-9" BEARING HGT.
34'-8" MID POINT OF ROOF


6" FASCIA
12
4
OPT. WINDOW AT BEDROOM 3 W/ ALT. 2 3RD FLOOR
OMIT WINDOW AT W/ ALT. 2 3RD FLOOR
7'-0" ABOVE STAIR LANDING
TEMP
1" CORNER TRIM, TYP.
STD. RAILING PER LOCAL CODE
1" CORNER TRIM, TYP.
FINISHED FLOOR 2
8
BRICK ROWLOCK
BRICK VENEER
FINISHED FLOOR 1
APPROX. FINISH GRADE
2'-0"
37'-6" RIDGE HEIGHT
1'-0" HEEL HGT. (4:12 SLOPE)
9'-1 1/2" 3RD FLR BRG PL
8'-0" 3RD FLR H.H.
1'-2 3/4"
9'-1 1/2" 2ND FLR BRG PL
8'-0" 2ND FLR H.H.
1'-2 3/4"
9'-1 1/2" 1ST FLR BRG. PL.
8'-0" 1ST FLR. H.H.
34'-8" MID POINT OF ROOF

December 12, 2025

Subject: Please Take Notice - Notification of Nearby Zoning Application
6095 Pine Mountain Rd, Kennesaw, GA 30144
Parcel ID(s): 20014001380

To whom it may concern,

This correspondence is to formally notify you that the City of Kennesaw Planning and Zoning Department has received a zoning application for a parcel of land within two hundred feet of your property. As a nearby property owner, you have the right to be informed of potential zoning changes.

The application details are as follows:
Applicant Name: DRB Group Georgia, LLC
Property Address: 6095 Pine Mountain Rd
Parcel Identification Number: 20014001380
Description of Proposal: Request to rezone from Highway General Business (HGB) to Planned Unit Development – Residential (PUD-R) to develop fee simple residential townhomes.

The application will be reviewed and voted on at public hearings by the Planning Commission and the Mayor and Council. The meeting details are as follows:

Planning Commission Meeting	**Mayor & Council Meeting**
Date: 1/7/26	Date: 1/20/26
Time: 6:30 p.m.	Time: 6:30 p.m.

Both meetings occur in the City Hall Council Chambers located at 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. You may appear in person or be represented by an attorney to present any objections you may have. The application is enclosed for your review. This notice is being sent to you by order of the Planning Commission and the Mayor and Council.

Applicant Signature _____ Date 11.21.2025



CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX	RZ 2025-003	HGB	PUD-R
DX			
HBR			
SLUP			
ZV			

AV – Administrative Variance
AX – Annexation
DX – De-annexation
HBR – Historic Board Review
LU – Land Use
RZ – Re-zoning
SLUP – Special Land Use
ZV – Variance

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

6095 Pine Mountain Rd

Land Lot 140, Tax Parcel 138

Subject Property

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling MAYOR
Jan Alvarez CITY CLERK

Scale: 1" = 334 '
Print Date: 11/5/2025
RZ2025_003

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: Cam Hutch 10/15/25
Notary **Date**

CAMERON HEATH NOTARY PUBLIC FULTON COUNTY, GEORGIA Exp. 6/9/

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date 10/17/25

Signed, sealed and delivered in presence of: _____ 10/17/25
Notary **Date**

SUSEANN R BRISTOW NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 04, 2028

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received 10/17/25
Staff's Initials RG

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

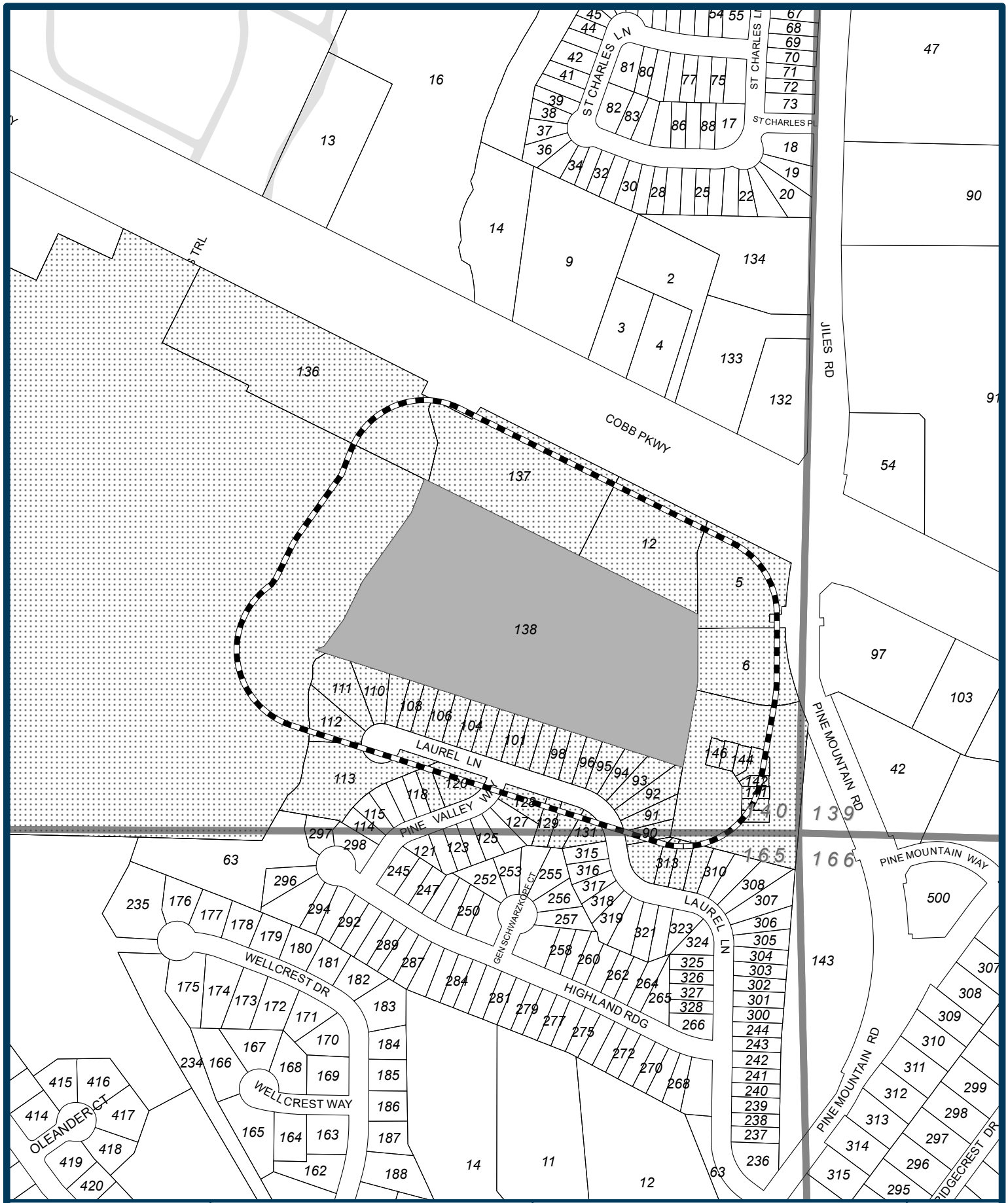
Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** [redacted]

Signature: Kathleen Steil as Trustee **Address** P.O. Box 1547, Decatur, GA 30031
Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890-JWC ND GA)
Signed, sealed and delivered in presence of: _____ 10/15/2025
Notary **Date**

TERESA PANTALEON NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES January 24, 2029



Subject Parcel

200' Radius

Properties Notified

6095 Pine Mountain Rd
Land Lot 140,
Tax Parcel 138

RZ2025-003
200' PROPERTY NOTIFICATION

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling, MAYOR
Lea Alvarez, CITY CLERK

Date: 11/5/2025
RZ2025_003

1" = 318'

USPS TRACKING #

9590 9402 9664 5199 7255 60

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7256 38

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7275 02

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7274 96

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001060
RUSH1 LLC
419 MORGAN FALLS CHASE
CANTON GA 30114 6835

9590 9402 9664 5199 7255 60

9589 0710 5270 2632 2245 23

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Cindy Austin ☐ Agent ☐ Addressee

B. Received by (Printed Name) Cindy Austin | C. Date of Delivery 12-15

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

CANTON GA 300 DEC 15 2025

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
ail
ail Restricted Delivery
(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001410
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE SUITE 100
MARIETTA GA 30067

9590 9402 9664 5199 7256 38

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2244 55

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Renae Oldham ☐ Agent ☐ Addressee

B. Received by (Printed Name) Renae Oldham | C. Date of Delivery 12/15/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
estricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receip

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001070
RAFFI MASOUND
3339 EAGLE WATCH DR
WOODSTOCK GA 30189

9590 9402 9664 5199 7275 02

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 32

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) Faith Masoud | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Mail
Mail Restricted Delivery
(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001080
LOWERY RITA MAY
2686 LAUREL LN NW
KENNESAW GA 30152

9590 9402 9664 5199 7274 96

2. Article Number (Transfer from service label)
9589 0710 5270 2632 2243 25

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Rita M Lowery ☐ Agent ☐ Addressee

B. Received by (Printed Name) Rita M. Lowery | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
ail
ail Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9664 5199 7250 65

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7251 64

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9731 5199 8716 71

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7250 89

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001090
OVERSTREET MARY
2058 DOUBLE CREEK DR
POWDER SPRINGS GA 30127

9590 9402 9664 5199 7250 65

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2246 22

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001450
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 64

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2247 21

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Taylor Klippel ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Taylor Klippel | C. Date of Delivery 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000910
MERVAR THOMAS M
598 OWL CREEK DR
POWDER SPRINGS GA 30127

9590 9402 9731 5199 8716 71

2. Article Number *(Transfer from service label)*
9589 0710 5270 2035 3721 42

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Tom Mervar ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001030
PAYNE FAMILY TRUST
4359 WALNUT CREEK DR NW
KENNESAW GA 30152 7332

9590 9402 9664 5199 7250 89

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2246 46

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Connor Heffron | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9664 5199 7257 06

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7256 52

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

44-27180

USPS TRACKING #

9590 9402 9664 5199 7256 69

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

44-27180

USPS TRACKING #

9590 9402 9731 5199 8693 95

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

44-27180

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000920
PHILLIPS PEGGY A &
CAMP SUSAN P & STEPHEN V
2654 LAURAL LN
KENNESAW GA 30152

9590 9402 9731 5199 8693 95

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2245 61

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001300
MCDONALD MARY F
2659 LAUREL LN
KENNESAW GA 30152

9590 9402 9664 5199 7256 69

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2243 94

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001190
FONNEGRA EDBER L & YVONNE Y
3201 CHIPPEWA RUN NW
KENNESAW GA 30152

9590 9402 9664 5199 7256 52

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2243 87

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☑ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001390
REM REAL ESTATE LLC
6095 PINE MOUNTAIN RD UNIT 101
KENNESAW GA 30152

9590 9402 9664 5199 7257 06

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2244 31

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* ALEXANDRA HIATT | C. Date of Delivery 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9731 5199 8694 49

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7251 71

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7251 40

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7250 96

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001130
PINE MOUNTAIN HOMEOWNERS ASSOC INC
120 ARNOLD MILL PARK STE 400
WOODSTOCK GA 30188

9590 9402 9731 5199 8694 49

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2245 30

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Tammy King ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Tammy King C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20016503110
SANCHEZ JAYME
3751 TEMPLE CITY BLVD
ROSEMEAD CA 91770

9590 9402 9664 5199 7251 71

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2247 38

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001420
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 40

Article Number *(Transfer from service label)*
9589 0710 5270 2632 2247 [illegible]

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Taylor Klippel ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Taylor Klippel C. Date of Delivery 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001100
MOWEN KEVIN B & MELANIE E
2690 LAUREL LN NW
KENNESAW GA 30152

9590 9402 9664 5199 7250 96

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2246 53

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X R Mowen ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9664 5199 7255 39

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7256 21

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7255 84

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7251 19

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000060
6205 PINE MOUNTAIN ROAD LLC
2774 COBB PKWY SUITE 109-166
KENNESAW GA 30152

9590 9402 9664 5199 7255 39

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2243 56

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* [illegible] C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001460
INNOVATION COMPOUNDING INC
6095 PINE MOUNTAIN RD SUITE 108
KENNESAW GA 30144

9590 9402 9664 5199 7256 21

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2244 62

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Receptionist C. Date of Delivery 12/15/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000950
GREEN DAVID M & ELIZABETH A
10 ALLATOONA TRACE DR SE
ACWORTH GA 30102

9590 9402 9664 5199 7255 84

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2245 09

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001200
ABRAMS HOLLY
2814 PINE VALLEY WAY NW
KENNESAW GA 30152 6046

9590 9402 9664 5199 7251 19

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2246 77

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Holly Abrams ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Holly Abrams C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9664 5199 7251 57

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7251 33

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7250 27

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001400
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE SUITE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 33

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2246 91

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Renae Oldham ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Renae Oldham | C. Date of Delivery 12/15/2

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001430
AERO GROUP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

9590 9402 9664 5199 7251 57

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2247 14

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Renae Oldham ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Renae Oldham | C. Date of Delivery 12/15/

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000980
MCGEE WILLIAM M
2666 LAUREL LN NW
KENNESAW GA 30152

9590 9402 9664 5199 7250 27

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2245 85

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* WM MCGEE | C. Date of Delivery 12/15/2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9664 5199 7250 10

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7250 41

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7255 53

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 9664 5199 7250 58

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03
City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000940
GRACE REALTY OF GEORGIA LLC
25 HARRIS DR
MARIETTA GA 30067

9590 9402 9664 5199 7250 10

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2245 78

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001020
ALBERT ALEXANDER SEGUIN REV LIVING TR
2021 RENFORD POINTE
MARIETTA GA 30062 1891

9590 9402 9664 5199 7250 41

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2245 92

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014000100
YES WOODLANDS OF KENNESAW LLC
ATTN PROPERTY ACCOUNTING
5050 S SYRACUSE ST STE 1200
DENVER CO 80237

9590 9402 9664 5199 7255 53

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2243 63

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Gillian Baker | C. Date of Delivery 12/16/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

20014001050
HARVEY RICHARD C & MARY SHIELDA
129 RAMBLEWOOD DR
STATESBORO GA 30458

9590 9402 9664 5199 7250 58

2. Article Number *(Transfer from service label)*
9589 0710 5270 2632 2246 15

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Mary Shielda Harvey ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Mary Shielda Harvey | C. Date of Delivery DEC 17 2025

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9664 5199 7250 72

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

RZ2025-03

City of Kennesaw
Community Development Dept.
3080 Moon Station Rd.
Kennesaw, GA 30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2001000050
BANK OF AMERICA NA
C/O CORP REAL ESTATE ASSESSMENTS
PO BOX 32547
CHARLOTTE NC 28232

9590 9402 9664 5199 7250 72

2. Article Number *(Transfer from service label)*

9589 0710 5270 2632 2246 39

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Lavonis Little ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Lavons Little

C. Date of Delivery 12/16/23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 2632 2242 88

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To THE WHITMER FAMILY TRUST
Street and Apt. 3660 ADAMSVILLE AVE
City, State, ZIP+4® THE VILLAGES FL 32163

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here 12 2022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2242 95

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To BENSON ROBERT EDWARD &
JOYCE E TRUSTEES TRUST
Street and Apt. AGREEMENT
City, State, ZIP+4® 2664 LAUREL LN NW
KENNESAW, GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here DEC 12 2022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2247 38

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To SANCHEZ JAYME
Street and Apt. 3751 TEMPLE CITY BLVD
City, State, ZIP+4® ROSEMEAD CA 91770

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here DEC 12 2022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 87

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To FONNEGRA EDBER L & YVONNE Y
Street and Apt. 3201 CHIPPEWA RUN NW
City, State, ZIP+4® KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here DEC 12 2022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 63

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To YES WOODLANDS OF K'SAW LLC
Street and Apt. ATTN PROPERTY ACCOUNTING
City, State, ZIP+4® 5050 S SYRACUSE ST STE 1200
DENVER CO 80237

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here 12 2022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 56

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To 6205 PINE MOUNTAIN ROAD LLC
Street and Apt. 2774 COBB PKWY SUITE 109-166
City, State, ZIP+4® KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here DEC 12 2022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 94

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street a
City, Sta

MCDONALD MARY F
2659 LAUREL LN
KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 23

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and
City, State

RUSH1 LLC
419 MORGAN FALLS CHASE
CANTON GA 0

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2247 21

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt.
City, State, ZIP+4

AERO GRP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 62

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street a
City, Sta

INNOVATION COMPOUNDING
INC
6095 PINE MOUNTAIN RD STE 108
KENNESAW GA 30144

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 49

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent
Stree
City,

CHAU DUNG A
2692 LAUREL LN NW
KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2247 45

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt. No.
City, State, ZIP+4®

CALBERT ZACHARY & VILLARREAL
VANESSA GISSEL
2644 LAUREL LN NW
KENNESAW GA 0

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 32

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt. No.
City, State, ZIP+4

RAFFI MASOUND
3339 EAGLE WATCH DR
WOODSTOCK GA 30189

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 25

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt. No.
City, State, ZIP+4

LOWERY RITA MAY
2686 LAUREL LN NW
KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2247 52

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt. No.
City, State, ZIP+4

RAFIEE MOHAMMAD
255 HIGH BRANCH WAY
ROSWELL, GA 30075

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 18

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt. No.
City, State, ZIP+4

WHITE VALERIE L
2672 LAUREL LN NW
KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2035 3721 42

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt. No.
City, State, ZIP+4

MERVAR THOMAS M
598 OWL CREEK DR
POWDER SPRINGS GA 30127

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 01

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt. No.
City, State, ZIP+4

FARRAR RICHARD W II &
RODRIGUEZ FARRAR DIANA
50 S YORK DR
NEWNAN GA 30265

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 24

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To / Street and / City, S
COVALASCO PROPERTIES LLC
2721 COTTESFORD DR SE
SMYRNA GA 30080

Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 86

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To / Street and / City, State,
WESTBROOKE FINANCIAL LLC
5146 BURNT HICKORY RD
KENNESAW GA 30152

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 48

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent / Stree / City,
CEDAR CREEK PROFESSIONAL
OFFICE INC
2700 DELK RD SUITE 100
MARIETTA GA 30067

Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 31

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To / Street and Api / City, State, Zil
REM REAL ESTATE LLC
6095 PINE MOUNTAIN RD UNIT
101
KENNESAW GA 30152

Postmark Here
DEC 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 17

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent / Stree / City,
GMI 3 INC.
1876 INDEPENDENCE SQ SUITE D
DUNWOODY GA 30338

Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 00

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To / Street and / City, State,
WESTBROOKE FINANCIAL LLC
5146 BURNT HICKORY RD NW
KENNESAW GA 30152

Postmark Here
DEC

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 30

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: PINE MOUNTAIN HOA INC
Street and: 120 ARNOLD MILL PARK STE 400
City, State, ZIP: WOODSTOCK GA 30188

Postmark Here: DEC 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 16

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: THE WHITMER FAMILY TRUST
Street and Ap: 3660 ADAMSVILLE AVE
City, State, Zi: THE VILLAGES FL 32163

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 93

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: ST AMAND RACHELLE M
Street and: 6490 WILDWOOD TRL
City, State, ZIP: FLOWERY BRANCH GA 30542

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 79

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: CWI CONSTRUCTION INC
Street and: 6095 PINE MOUNTIAN RD STE 106
City, State, ZIP: KENNESAW GA 30152

Postmark Here: DEC 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 09

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: GREEN DAVID M & ELIZABETH A
Street and: 10 ALLATOONA TRACE DR SE
City, State, ZIP+4®: ACWORTH GA 30102

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2244 55

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: AERO GROUP MOTORSPORTS LLC
Street and: 2700 DELK RD SE SUITE 100
City, State, ZIP: MARIETTA GA 30067

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 92

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: ALBERT ALEXANDER SEGUIN REV LIVING TR
Street and Apt.: 2021 RENFORD POINTE
City, State, ZIP: MARIETTA GA 0

Postmark Here: GRESHAM ROAD STA USPS MARIETTA GA 30062 DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 85

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: MCGEE WILLIAM M
Street and Apt.: 2666 LAUREL LN NW
City, State, ZIP: KENNESAW GA 30152

Postmark Here: GRESHAM ROAD STA USPS MARIETTA GA 30062 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 78

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: GRACE REALTY OF GEORGIA LLC
Street and: 25 HARRIS DR
City, State: MARIETTA GA 30067

Postmark Here: GRESHAM ROAD STA USPS MARIETTA GA 30062 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 61

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: PHILLIPS PEGGY A & CAMP SUSAN P & STEPHEN V
Street and Apt.: 2654 LAURAL LN
City, State, ZIP+4: KENNESAW GA 30152

Postmark Here: GRESHAM ROAD STA USPS MARIETTA GA 30062 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 47

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: WESTBROOKE FINANCIAL LLC
Street and: 5146 BURNT HICKORY RD
City, State: KENNESAW GA 30152

Postmark Here: GRESHAM ROAD STA USPS MARIETTA GA 30062 DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2245 54

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To: CIMARON AVIS
Street and: 2650 LAUREL LN
City, State: KENNESAW GA 0

Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 53

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Postage and Fees
$

Sent To MOWEN KEVIN B & MELANIE E
Street and A 2690 LAUREL LN NW
City, State, Z KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062 DEC 12 2023 Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 46

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Postage and Fees
$

Sent To PAYNE FAMILY TRUST
Street and Apt. 4359 WALNUT CREEK DR NW
City, State, ZIP KENNESAW GA 0

GRESHAM ROAD STA USPS MARIETTA GA 30062 DEC 12 2023 Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 39

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Postage and Fees
$

Sen BANK OF AMERICA NA C/O CORP
Stre REAL ESTATE ASSESSMENTS
PO BOX 32547
City, CHARLOTTE NC 28232

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 22

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Postage and Fees
$

Sent To OVERSTREET MARY
2058 DOUBLE CREEK DR
Street and A POWDER SPRINGS GA 30127
City, State, Z

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 15

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Postage and Fees
$

Sent To HARVEY RICHARD C & MARY
SHIELDA
Street and A 129 RAMBLEWOOD DR
City, State, Z STATESBORO GA 30458

GRESHAM ROAD STA USPS MARIETTA GA 30062 Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 08

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Postage and Fees
$

Sent To MCEACHERN JILL
Street ar 2678 LAUREL LN NW
City, Stai KENNESAW GA 30152

GRESHAM ROAD STA USPS MARIETTA GA 30062 DEC 12 2023 Postmark Here

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2247 14

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Apt.
City, State, ZIP

AERO GRP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 84

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and
City, State,

VICTOR NELSON HOLDINGS LLC
3124 KATES CT NW
KENNESAW GA 0

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2247 07

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and Ap
City, State, Z

AERO GRP MOTORSPORTS LLC
2700 DELK RD SE STE 100
MARIETTA GA 30067

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 77

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street and A
City, State, Z

ABRAMS HOLLY
2814 PINE VALLEY WAY NW
KENNESAW GA 0

GRESHAM ROAD
Postmark Here
DEC 12 2023
MARIETTA GA 30

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 91

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent T
Street
City, S

AERO GRP MOTORSPORTS LLC
2700 DELK RD SE SUITE 100
MARIETTA GA 30067

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2246 60

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Sent To
Street ar
City, Sta

ELLIS JAMES A & ANN T
2505 RETREAT DR
MARIETTA GA 30066

GRESHAM ROAD STA USPS MARIETTA GA 30062
Postmark Here
DEC 12 2023

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 2632 2243 70

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

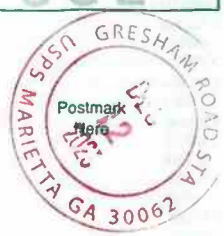
OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$



Sent To
MINBRO KENNESAW LLC
Street and A 320 HALL CT
City, State, ALPHARETTA GA 30022

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: KELLY HICKS — Printed at 12/09/25 16:48 by khick-tj

Acct #: 110016 — Ad #: 525050 — Status: New

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 12/12/2025 — Stop: 12/12/2025
Times Ord: 1 — Times Run: ***
LEG 1.00 X 2.79 Words: 200
Total LEG 2.79
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-8593 6095 PINE MTN RD
Descr Cont: MDJ-8593 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: 6095 PINE MTN RD
Created: khick 12/09/25 14:59
Last Changed: khick 12/09/25 16:48

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	12/12

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ _____
Name (print or type) Name (signature)

.

MDJ-8593
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by DRB Group Georgia, LLC. Said request is to rezone the parcel located at 6095 Pine Mountain Road (20014001380) from Highway General Business (HGB) to Planned Unit Development-Residential (PUD-R) to develop fee simple residential townhomes. The parcels lie in Land Lot 140, Tax Parcels 138 of the 20th District, 2 nd Section, Cobb County Georgia.

Said meetings shall be held before the Planning Commission on January 7, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on January 20, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

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/

12:12-2025

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # RZ2025-03

PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop two simple residential townhomes.

DATE OF PUBLIC MEETING: 1/7/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 1/20/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

WARNING Security Cameras In Use

KEEP OUT

PRIVATE

POSTED KEEP OUT

UNDER CONTRACT

NO TRESPASSING

12.12.2025 10:22

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # RZ2025-03

PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.

DATE OF PUBLIC MEETING: 1/7/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 1/20/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL:

PLANNING AND ZONING DEPARTMENT 770-590-8268

12.12.2025 10:24

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # RZ2025-03

PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.

DATE OF PUBLIC MEETING: 1/7/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 1/20/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

KEEP OUT

12.12.2025 10:29

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # RZ2025-03

PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.

DATE OF PUBLIC MEETING: 1/7/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 1/20/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268

12.12.2025 10:32

MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC

City of Kennesaw, GA
Honoring Our Heritage - Forging Our Future

COUNCIL
Mayor Pro Tem Pat Ferris
Antonio Jones
Madelyn Orochena
Tracey Viars
Anthony Gutierrez

December 29, 2025

Pamela Mabry, County Clerk
Cobb County
100 Cherokee Street, #355
Marietta, Georgia 30090-9679

Subject: City of Kennesaw Zoning Applications (Case #RZ2025-03)
6095 Pine Mountain Rd, Kennesaw, GA – Parcel ID 20014001380

Dear Ms. Mabry,

Attached, please find a rezoning application submitted by Rozen, Rozen & Reilly, LLP – Adam Rozen, requesting to rezone approximately 8.823 +/- acres from Highway General Business (HGB) to Planned Unit Development- Residential (PUD-R). The proposed rezoning would allow for the development of a townhome community at the subject property. Because this case is within a half-mile from unincorporated Cobb County, this letter and enclosed application are being provided in accordance with the House Bill 489 Intergovernmental Agreement on Services Delivery Strategy, Land Use section.

These cases are set to go before the Kennesaw Planning Commission on Wednesday, January 7, 2026 at 6:30 p.m. for public hearing and Mayor and Council on Tuesday, January 20, 2026 at 6:30 p.m. for public hearing as well.

Thank you for your attention. Should you have any questions, please feel free to contact Planning and Zoning at 770-590-8268 or send an e-mail to ccampbell@kennesaw-ga.gov.

Sincerely,

Chanelle Campbell

Chanelle Campbell
Planning and Zoning Administrator

Enclosure: Zoning Application

cc: **Jessica Guinn, AICP, Community Development Agency Director (Via E-mail)**
Dr. Jackie McMorris, Cobb County Manager (Via E-mail)
Phillip Westbrook, Senior Planner, Cobb County Community Development (Via E-mail)
Donald Wells, Intergovernmental Coordinator/Planner III, Cobb County Community Dev. (Via E-mail)
Dr. Jeff Drobney, City Manager, City of Kennesaw (Via E-mail)
Rebecca Goldstein, Administrative Assistant (Via E-mail)



CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX	RZ 2025-003	HGB	PUD-R
DX			
HBR			
SLUP			
ZV			

AV – Administrative Variance
AX – Annexation
DX – De-annexation
HBR – Historic Board Review
LU – Land Use
RZ – Re-zoning
SLUP – Special Land Use
ZV – Variance

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

6095 Pine Mountain Rd

Land Lot 140, Tax Parcel 138

Subject Property

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling MAYOR
Jan Alvarez CITY CLERK

Scale: 1" = 334 '
Print Date: 11/5/2025
RZ2025_003

ROZEN, ROZEN & REILLY, LLP
248 Roswell Street, SE
Marietta, Georgia 30060
(770) 427-7004 (T)
(770) 426-9584 (F)

ROGER J. ROZEN
[redacted]
ADAM J. ROZEN
[redacted]
JEFFREY M. REILLY, JR.
[redacted]

Injury, Land Use,
Criminal Defense,
Domestic
& Business

October 17, 2025

VIA EMAIL: dsimmons@kennesaw-ga.gov

Darryl Simmons
Planning & Zoning Manager
City of Kennesaw

Re: Rezoning Application of DRB Group Georgia, LLC to rezone from HGB to PUD for fee simple residential townhomes on an approximately 8.828 acre tract known as 6095 Pine Mountain Road, City of Kennesaw, Cobb County, Georgia

Dear Darryl:

This firm represents DRB Group Georgia, LLC ("DRB") as it relates to its Rezoning Application regarding the above-captioned property ("Subject Property") (hereinafter collectively the "Application"). On behalf of DRB, please accept and find the Application and the following:

1. Application forms signed by the Property Owner and Applicant.

2. Application fee to be submitted electronically following receipt of City electronic invoice after filing.

3. Copies of the deed reflecting the record titleholder and a current legal description of the subject property.

4. Copies of the paid tax receipt for 2024.

5. Copy of the site plan drawn to scale and survey of the property.

6. A Constitutional Challenge.

REZONING WRITTEN DESCRIPTION/LETTER OF INTENT

The Subject Property is zoned HGB in a commercialized corridor of the City of Kennesaw along US Hwy 41 near its intersection with Jiles Road/Pine Mountain Road. The Subject Property is one parcel removed from and without frontage on US Hwy 41 situated behind retail commercial parcels fronting on the highway on one side and situated behind additional retail and professional office uses fronting on Pine Mountain Road. The Subject Property is partially developed for an assisted living facility but left incomplete after horizontal development was halted due to bankruptcy.

The Applicant proposes rezoning to PUD for the development of fee simple residential townhomes providing an additional and needed residential development alongside an existing residential townhome development and mobile home park before transitioning to additional residential uses zoned R-10 and R-20. The development is proposed under the maximum allowed PUD density of 12 UPA at 10.08 UPA yielding 89 units.

For these reasons, the intent and purpose of the Ordinance and applicable Sections are not frustrated by the Applicant's request, but their strict application and retention of the existing HGB zoning district would create a hardship for the Applicant without gain or benefit to the public for strict enforcement.

For all the reasons stated herein above and with all of the information and documentation which is before you, we respectfully request that the Rezoning Application be approved. Prior to the final hearing of the Application, I will be providing you and your staff with any necessary additional information, documentation and stipulations in order to facilitate the approval of this Application.

VIA EMAIL: dsimmons@kennesaw-ga.gov

Darryl Simmons
Planning & Zoning Manager
City of Kennesaw

Thank you.

Sincerely,

ROZEN, ROZEN & REILLY, LLP

/s/ Adam J. Rozen

Adam J. Rozen
[redacted]

AJR/srb
Enclosures/Attachments

REZONING APPLICATION

Date Received_____
Staff's Initials_____

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: Cam Heath 10/15/25
Notary **Date**

CAMERON HEATH NOTARY PUBLIC FULTON COUNTY, GEORGIA Exp. 6/9/

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received _____
Staff's Initials _____

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population _____ Housing Units _____ Other Buildings _____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date 10/17/25

Signed, sealed and delivered in presence of: _____ _____
Notary **Date**

SUSEANN R BRISTOW NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 04, 2028

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** _____

Signature: _____ **Address** _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REZONING APPLICATION

Date Received_____
Staff's Initials_____

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

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

Date of Consultation _____ Staff's Initials _____

REZONING PROPERTY ADDRESS 6095 Pine Mountain Road

Land Lot 140 Tax Parcel 20014001380 Lot Size 8.823

Resident Population_____ Housing Units_____ Other Buildings_____

Zoning Request from:

Present Zoning HGB To: PUD

For the purpose of: Fee simple residential townhomes

APPLICANT EMAIL [redacted] for DRB Group Georgia, LLC

Applicant Address 248 Roswell Street, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

REPRESENTIVE Adam J. Rozen, Rozen, Rozen & Reilly, LLP

(Fax #)[redacted] (Work#)[redacted] (Cell#)[redacted]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary **Date**

TITLEHOLDER: A P Real Estate Georgia, LLC **(Phone #)** (404) 525-4000

Signature: Kathleen Steil as Trustee **Address** P.O. Box 1547, Decatur, GA 30031

Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890-JWC ND GA)

Signed, sealed and delivered in presence of: _____ 10/15/2025
Notary **Date**

TERESA PANTALEON NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES January 24, 2029

ZONING STANDARDS RESPONSE AND ZONING IMPACT STATEMENT FOR THE REZONING APPLICATION OF DRB GROUP GEORGIA, LLC

COMES NOW, APPLICATION OF DRB GROUP GEORGIA, LLC, and pursuant to Section 1908 of the Kennesaw Zoning Code, files this its Zoning Impact Statement and Zoning Standards Response, as follows:

(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objectives? *Yes, the Subject Property is within a Community Activity Center ("CAC") without frontage but one parcel removed from US Hwy 41 and adjoining existing residential ranging from townhomes to single family detached homes of varying zoning districts and a mobile home park.*

(2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets? *The proposed amendment would increase traffic in its provision of additional homes but would do so in an appropriate manner and without congestion through US Hwy 41 access and additional access to Pine Mountain Road.*

(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers? *The amendment would increase by providing occupied homes on an otherwise vacant and partially developed parcel and will be developed with implementation and adherence to current fire safety standards.*

(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the city? *The proposed amendment will promote public health and welfare by providing active*

development on an otherwise partially developed parcel and provide needed housing opportunities.

(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air? *The proposed amendment will not negatively impact provisions of light and air being developed alongside similar residential uses and adjacent to existing retail commercial uses.*

(6) Would the proposed amendment tend to cause, prevent or have no influence on the overcrowding of land? *The proposed amendment will not overcrowd land being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(7) Would the proposed amendment tend to cause, prevent or have no relationship on the population distribution within the city creating any area as dense in population as to adversely affect the health, safety, and general welfare of the city? *The proposed amendment will have a positive relationship on population distribution being below the maximum allowed density but provide an efficient use of the land in its provision of an additional 89 residential homes.*

(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewage, other public services, utilities or facilities? *The proposed amendment will facilitate the aforementioned utilities and facilities by efficiently providing 89 residential homes developed with and served by such utilities.*

(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties? *The proposed amendment will be compatible with and enhance environmental conditions through best management practices stormwater facilities, erosion and environmental controls.*

(10) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds? *The proposed amendment would only require a reasonable expenditure of public funds.*

(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area? *The proposed amendment will promote the aesthetics of the existing and future uses by eliminating a blighted and partially developed site but provide residential homes to support the existing adjacent and nearby retail and professional uses.*

(12) Would the proposed amendment have measurable adverse economic effect of on the value of the surrounding or adjacent properties? The proposed amendment *promote a positive economic effect on surrounding properties by eliminating a blighted and partially developed site and instead provide residential homes to support the existing adjacent and nearby retail and professional uses.*

Respectfully submitted, this the 17th day of October, 2025.

ROZEN, ROZEN & REILLY, LLP

By: */s/ Adam J. Rozen*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

TITLEHOLDER

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

No The Bankruptcy Estate of A P. Real Estate Georgia, LLC has not made any campaign contributions.

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

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

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

N/A

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

N/A

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

I certify that the foregoing information is true and correct, this _____d ay of _____, 20_____

TITLEHOLDER

~~Applicants~~ Signature

Signed by:

Kathleen Steil as Trustee

Kathleen Steil as and only as Chapter 7 Trustee for the Bankruptcy Estate of A P Real Estate Georgia, LLC (Case No. 23-57890 ND GA)

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?
No

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

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

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

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

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

I certify that the foregoing information is true and correct, this 15th day of October, 2025

Applicants Signature

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? No

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: NO

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

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

I certify that the foregoing information is true and correct, this 17th day of OCTOBER, 2025

Applicants Signature

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

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

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
0332013006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

~~When Recorded Mail To~~:

Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 574407-280

FOR ML SEE
LB Book 137 Page 2703

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

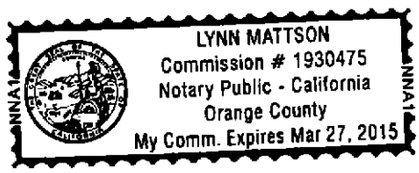
[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (SEAL)
Signature of Notary Public

EXHIBIT "A"

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143,and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
0332013006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

~~When Recorded Mail To~~:
Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 574407-30

FOR NOTICE SEE
DE Book 16162 Page 2550

LIMITED WARRANTY DEED

FOR ML SEE
LB Book 137 Page 2703

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (SEAL)
Signature of Notary Public

EXHIBIT "A"

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143,and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143, and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point;

thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Printed: 9/8/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
GEORGIA CONSTRUCTION MANAGEMENT LLC

A P REAL ESTATE GEORGIA LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2024	20014001380	10/15/2024	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$6,711.75	**$0.00**

Scan this code with your mobile phone to view this billl!

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024
Property Tax Bill

Parcel ID	Tax District	Bill #
20014001380	3/3-BOND - KENNESAW CITY	257839

Property Owner/Location/Description	Fair Market Value	Taxable Value
A P REAL ESTATE GEORGIA LLC 6095 PINE MOUNTAIN RD	556,530	222,612

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	222,612		0		222,612		7.7500000000		$1,725.24
BOND	222,612		0		222,612		1.5000000000		$333.92
2024-BLIGHTED PROPERTY-13									$12,354.96

Exemptions:

Temporary bills reflect 85% of the estimated tax under appeal. The remaining 15% will be billed after the appeal is finalized and should be forwarded to your mortgage company, if applicable.

Pay online at:
www.municipalonlinepayments.com/kennesawga

For ownership/address changes, contact Cobb County Tax Commissioner at (770) 528-8600.

Current Year Tax	$14,414.12
Interest	$1,091.56
Penalty	$1,235.50
Other Fees	$0.00
Payments Received	$2,059.16
Other Amounts Due	$2,036.90
Total Due	$16,718.92
Due Date	12/01/2024

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Parcel ID:	20014001380
Amount Due:	$16,718.92
Bill#:	257839
Due Date:	12/01/2024
	AMOUNT PAID

A P REAL ESTATE GEORGIA LLC
C/O DEVIKA PATEL
6095 PINE MOUNTAIN RD
KENNESAW, GA 30152

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024
Property Tax Bill

Parcel ID	Tax District	Bill #
20014001380	3/3-BOND - KENNESAW CITY	257839

Property Owner/Location/Description	Fair Market Value	Taxable Value
A P REAL ESTATE GEORGIA LLC 6095 PINE MOUNTAIN RD	556,530	222,612

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	222,612		0		222,612		7.7500000000		$1,725.24
BOND	222,612		0		222,612		1.5000000000		$333.92
2024-BLIGHTED PROPERTY-13									$12,354.96

Exemptions:

Temporary bills reflect 85% of the estimated tax under appeal. The remaining 15% will be billed after the appeal is finalized and should be forwarded to your mortgage company, if applicable.

Pay online at:
www.municipalonlinepayments.com/kennesawga

For ownership/address changes, contact Cobb County Tax Commissioner at (770) 528-8600.

Current Year Tax	$14,414.12
Interest	$1,091.56
Penalty	$1,235.50
Other Fees	$0.00
Payments Received	$2,059.16
Other Amounts Due	$2,036.90
Total Due	$16,718.92
Due Date	12/01/2024

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Parcel ID:	20014001380
Amount Due:	$16,718.92
Bill#:	257839
Due Date:	12/01/2024
	AMOUNT PAID

A P REAL ESTATE GEORGIA LLC
C/O DEVIKA PATEL
6095 PINE MOUNTAIN RD
KENNESAW, GA 30152

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

CERTIFICATE REGARDING CORPORATE AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is William Cutler. I am the officer who is delegated the responsibility for authenticating records of DRB GROUP GEORGIA, LLC, a Foreign Limited Liability Company which entity is the applicant in the Rezoning Application to which this Certificate is attached (the Applicant). I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given on my own personal knowledge for use with respect to the Applicant's Rezoning Application regarding certain real property owned by AP Real Estate Georgia, LLC located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Applicant Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Applicant (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That corporate seal or facsimile affixed to the Rezoning Application is in fact the seal of the Applicant Company or a true facsimile thereof; and

(b) That the officer or other representative of the Applicant Company who executed the Rezoning Application does in fact occupy the official position indicated, that the position that the signer occupies has the authority to execute the Rezoning Application on behalf of the Applicant Company, and that the signature of said officer or other representative is genuine; and

(c) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Applicant Company by the officer or other representative of the Applicants has been duly authorized by the Applicant Company.

DRB GROUP GEORGIA, LLC

By: _____ (CORPORATE SEAL)

Print Name: William Cutler

Its: Vice President
Title

CERTIFICATE REGARDING COMPANY AUTHORITY TO PURSUE REZONING APPLICATION

1.

My name is Kathleen Steil and I am the Chapter 7 Trustee for the Estate of AP Real Estate Georgia, LLC, Case No. 23-57890-JWC, pending in the Northern District of Georgia. As such, I am the only person authorized to act for or on behalf of AP Real Estate Georgia, LLC, a Domestic Limited Liability Company which entity is the titleholder in the Rezoning Application to which this Certificate is attached (the Titleholder). A true and correct copy of the Notice of Appointment of Interim Trustee and Section 341(a) Meeting of Creditors [Docket No. 64] is attached hereto. I am of legal age and suffer from no disabilities which would affect my competence to give this Certificate which is being given for use with respect to the Applicant's Rezoning Application regarding certain real property owned by the Titleholder Company located in Cobb County, Georgia.

2.

In accordance with the Requirements for completing a City of Kennesaw Rezoning Application, I hereby attest on behalf of the Titleholder Company that I have reviewed the Rezoning Application and related documents which are being filed simultaneously therewith on behalf of the Titleholder (collectively, the "Rezoning") to which this Certificate is attached and hereby certify:

(a) That, by virtue of the bankruptcy filing, I am the sole representative of the Titleholder Company. I have executed the Rezoning Application, I do in fact occupy the official position indicated, I have the authority to execute the Rezoning Application on behalf of the Titleholder Company, and my signature is genuine; and

(b) That the execution of the Rezoning Application and the filing of the Rezoning Application on behalf of the Titleholder Company has been duly authorized by the Bankruptcy Court's *Order Granting Trustee's Motion for Entry of An Order Authorizing the Sale of Debtor's Property Free and Clear of Liens, Claims, Interests, and Encumbrances entered on March 31, 2025* [Docket No. 93] ("Bankruptcy Court Order"). A true and correct copy of the Bankruptcy Court's Order is attached hereto and incorporated herein by reference.

A P REAL ESTATE GEORGIA, LLC,
Case No. 23-57890-JWC, pending in the Northern District of Georgia

By: _____
Kathleen Steil as and only as Chapter 7 Trustee

- (A) 25' STATE UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- (B) 50' CITY UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- (C) 75' CITY IMPERVIOUS SETBACK (AS MEASURED FROM POINT OF WRESTED VEGETATION)

N/F
COVALASCO PROPERTIES LLC.
DB:15514; PG:925
HGB ZONING

TAX PARCEL: 20014001370

COBB PARKWAY
200' PUBLIC R/W
(DB 16514, PG 927)

KINGS CROSSING COURT
PRIVATE DRIVE & ACCESS EASEMENT
DB 15514, PG 925
DB 14231, PG 4895

UNNAMED TRIBUTARY OF BUTLER CREEK

BLOCK WALL

S63°35'52"E
373.05

25' BUILDING SETBACK

GATED ENTRY (RESIDENTS ONLY)

RETAINING WALL B (MODULAR)
130 LF
4'H MAX

RETAINING WALL A (MODULAR)
306 LF
8'H MAX

S63°35'52"E
333.41

N/F
YES WOODLANDS OF KENNESAW LLC.
DB:15055; PG:4936
MHP ZONING

TAX PARCEL: 20014000100

N/F
MINBRO KENNESAW LLC.
DB:15287; PG:3815
HGB ZONING

TAX PARCEL: 20014000120

N/F
BANK OF AMERICA NA
C/O CORPORATE REAL ESTATE ASSESSMENTS
DB:14690; PG:510
HGB ZONING

TAX PARCEL: 20014000050

FEMA FLOOD ZONE (0.2% ANNUAL CHANCE FLOOD HAZARD)

N02°29'16"E
166.05

N00°10'40"E
116.85

L1 L2 L3 L4 L5 L6 L7

ROAD A
ROAD B
ROAD C

50' AE/UE
27' BOC
31.5' BOC
13.5'
10'
8'
22'
20'
40'
25'
18'
6'
2'
10'

ALLEY D
ALLEY E
ALLEY F

24" ROLL-TYPE C&G IN ALLEYS

CONCRETE APRON AT ALLEYS

MAIL KIOSK

EXISTING STORMWATER MANAGEMENT POND (TO REMAIN)

20' ZONING BUFFER

25' BUILDING SETBACK

N71°51'58"W
946.96

N/F
THE VILLAGE AT PINE MOUNTAIN S/D
FST ZONING

N/F
6205 PINE MOUNTAIN ROAD LLC.
DB:15342; PG:2318
HGB ZONING

TAX PARCEL: 20014000060

GATED ENTRY

S00°08'26"E
168.42

R30'

CALL BOX

ENTRY LAWN

PRIVATE DRIVE
30' INGRESS/EGRESS EASEMENT
267' TO PINE MOUNTAIN ROAD

S10°43'22"W
218.94

N/F
CEDAR CREEK PROFESSIONAL OFFICE INC.
DB:14766; PG:4019
CONDO PB:18; PG:45
HGB ZONING

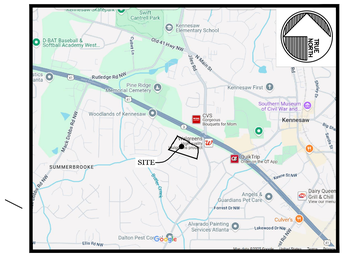
TAX PARCEL: 20014001470

RETAINING WALL C (MODULAR)
306 LF
5'H MAX

N10°20'17"E
178.00

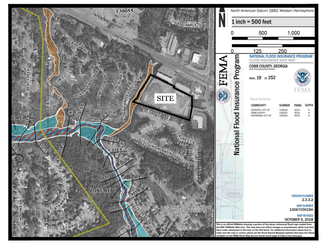
ZONING PLAN NOTES:

1. SURVEY INFORMATION TAKEN AS-BUILT SURVEY BY GOODWYN MILLS CAWOOD SURVEYING DATED APRIL 29, 2025.
2. EXISTING ZONING: HGB
   PROPOSED ZONING: PUD
3. SUBJECT PROPERTY IS LOCATED 6095 PINE MOUNTAIN ROAD IN LAND LOT 140, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA.
4. APPLICANT: DRB GROUP GEORGIA, LLC
   55 IVAN ALLEY JR. BLVD, SUITE 400
   ATLANTA, GEORGIA 30313
   CONTACT: MS. CARI SMITH 770.471.4751
   carismith@drbgroup.com
5. ENGINEER: CHRISTOPHER PLANNING & ENGINEERING, INC.
   12460 CRABAPPLE ROAD, SUITE 202-612
   ALPHARETTA, GEORGIA 30004
   CONTACT: MR. SOTIR J. CHRISTOPHER 770.331.7303
6. UPON EXAMINATION OF FEMA FLOOD INSURANCE RATE MAPS OF COBB COUNTY, GEORGIA, FIRM MAPS #13067C0019H (PANELS 19 OF 252), DATED OCTOBER 5, 2018, IT HAS BEEN DETERMINED THAT NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA (ZONE X).
7. JURISDICTIONAL BUFFERED STATE WATERS AND WETLANDS HAVE BEEN FIELD DELINEATED BY CORBLU ECOLOGY GROUP AS SHOWN ON PLANS.
8. WATER & SEWER TO BE PROVIDED BY COBB COUNTY.
9. PROPOSED ROADWAYS AND ALLEYS TO BE PRIVATE WITH AE/UE. ROADWAYS TO BE 27' BOC-BOC WITH 50' AE/UE. ALLEYS TO BE 20' BOC-BOC WITH 40' AE/UE.
10. PROPOSED TOWNHOMES TO BE FEE-SIMPLE FOOTPRINT (ALL SURROUNDING AREAS TO BE OPEN SPACE CONTROLLED BY THE HOA/COVENANTS).
11. EXISTING DETENTION POND TO BE USED FOR STORMWATER MANAGEMENT.



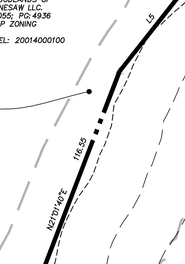
VICINITY MAP

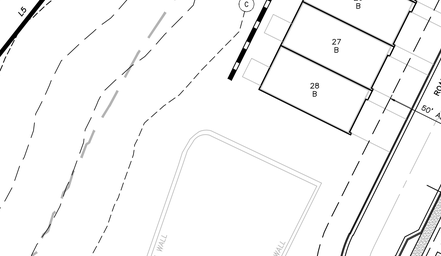
SCALE 1"=2,000'



FEMA MAP

SCALE 1" = 1,000'





1 / Z.1 TYPICAL LOT DETAILS
SCALE: 1" = 30'

SITE ANALYSIS

SITE AREA		8.83 AC±
PROPOSED YIELD	(A) 20' REAR ENTRY TOWNHOMES	37 UNITS
	(B) 24' FRONT ENTRY TOWNHOMES	52 UNITS
	TOTAL	89 UNITS
PROPOSED DENSITY		10.08 UNITS/AC
PROPOSED ZONING CRITERIA (PUD)		
MAXIMUM DENSITY PERMITTED		12 UNITS/AC
MAXIMUM DENSITY PER BUILDING		6 UNITS/BUILDING
PROPOSED MAXIMUM IMPERVIOUS COVERAGE		55%
MAXIMUM BUILDING HEIGHT		2 STORY
MINIMUM FLOOR AREA		1,000 S.F. (2 BEDROOM UNIT)
PROPOSED PERIMETER SETBACK		25 FEET
MINIMUM BUILDING SEPARATION		20 FEET
PARKING REQUIRED (0.5 SPACES/LOT)		45 SPACES**
PARKING PROVIDED		45 SPACES

* TOWNHOMES ARE TO BE SOLD FEE-SIMPLE FOOTPRINT
** EACH LOT TO PROVIDE MINIMUM 22'L x 18'W DRIVEWAY WITH TWO-CAR GARAGE (SEE TYPICAL LOT DETAIL FOR MORE INFORMATION)

0 15' 30' 60' 120'
SCALE: 1"= 30'

CP&E
CHRISTOPHER PLANNING & ENGINEERING

GEORGIA REGISTERED PROFESSIONAL SOTIR J. CHRISTOPHER No. 029999
10/14/2025

GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 03.21.2027)

12460 CRABAPPLE ROAD, SUITE 202-612
ALPHARETTA, GA 30004
PHONE 770.331.7303
schristopher@christopherplanning.com

THESE PLANS ARE THE PROPERTY OF CHRISTOPHER PLANNING & ENGINEERING (CP&E). THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR IMPLEMENTED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF CP&E. ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.

ZONING SITE PLAN

FOR:

6095 PINE MOUNTAIN ROAD

LAND LOT 140
20TH DISTRICT, 2ND SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA

PARCEL ID: 20014001380

FOR:

DRB GROUP

DRB GROUP GEORGIA, LLC

55 IVAN ALLEN JR. BLVD
SUITE 400
ATLANTA, GA 30313
PHONE 770.471.4751

PRIMARY PERMITTEE &
24HR EMERGENCY CONTACT:
MR. ANDREW BURK 770.615.0711
GSWCC #96351 (EXP. 12.29.2027)
aburk@drbgroup.com

REVISIONS

DATE: OCTOBER 14, 2025

CP&E DRAWING NO: 2024164.10c.dwg

ZONING SITE PLAN

SHEET NO. Z.1

TO THE MAYOR & CITY COUNCIL

KENNESAW, GEORGIA

CONSTITUTIONAL CHALLENGE

COMES NOW, *DRB GROUP GEORGIA, LLC,* hereinafter referred to as the "Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, the Applicant has applied for a rezoning of certain real property lying and being in Kennesaw, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing category of HGB as established by the governing authority of Kennesaw, Georgia to the zoning category of PUD for residential townhomes.

3.

The current HGB zoning classification of the property and all intervening classifications between same and PUD are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

The zoning classification of HGB and all intervening classifications between same and PUD as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The Kennesaw Zoning Ordinance is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

Respectfully submitted, this the 17th day of October, 2025.

ROZEN, ROZEN & REILLY, LLP

By: */s/ Adam J. Rozen*
ADAM J. ROZEN
Attorney for Applicant
Ga. Bar No. 161610

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # **RZ2025-03**

PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.

DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

01.21.2026 09:23

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # RZ2025-03

PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.

DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

01.21.2026 09:26


POSTED
KEEP OUT
KEEP OUT
UNDER CONTRACT
KEEP OUT
CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # RZ2025-03
PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.
DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.
For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
01.21.2026 09:30

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # RZ2025-03

PURPOSE Rezone from Highway General Business (HGB) to Planned Unit Development - Residential (PUD-R) to develop fee simple residential townhomes.

DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL:

PLANNING AND ZONING DEPARTMENT 770-590-8268

01.21.2026 09:32

TRAFFIC IMPACT STUDY
FOR
PROPOSED RESIDENTIAL DEVELOPMENT
AT 6095 PINE MOUNTAIN ROAD

CITY OF KENNESAW, GEORGIA



Prepared for:

DRB Group
55 Ivan Allen Jr. Blvd, Suite 400
Atlanta, GA 30313

Prepared By:

A&R Engineering Inc.
2160 Kingston Court, Suite O
Marietta, GA 30067
Tel: (770) 690-9255 Fax: (770) 690-9210
www.areng.com

December 05, 2025
A & R Project # 25-214

TABLE OF CONTENTS

Item		Page
1.0	**Introduction**	**1**
2.0	**Existing Facilities / Conditions**	**3**
2.1	Roadway Facilities	3
2.1.1	SR 3/US 41 (Cobb Parkway)	3
2.1.2	Pine Mountain Road	3
2.1.3	Jiles Road	3
2.1.4	Pine Mountain Way	3
3.0	**Study Methodology**	**4**
3.1	Unsignalized Intersections	4
3.2	Signalized Intersections	5
4.0	**Existing 2025 Traffic Analysis**	**6**
4.1	Existing Traffic Volumes	6
4.2	Existing Traffic Operations	9
5.0	**Proposed Development**	**10**
5.1	Trip Generation	12
5.2	Trip Distribution	12
6.0	**Future 2027 Traffic Analysis**	**14**
6.1	Future “No-Build” Conditions	14
6.1.1	Annual Traffic Growth	14
6.2	Future “Build” Conditions	14
6.3	Future Traffic Operations	17
7.0	**Conclusions and Recommendations**	**19**
7.1	Recommendations for Site Access Configuration	19

Appendix

LIST OF TABLES

Item **Page**

Table 1 – Level of Service Criteria for Unsignalized Intersections 4
Table 2 – Level of Service Criteria for Signalized Intersections 5
Table 3 – Existing Intersection Operations 9
Table 4 – Trip Generation 12
Table 5 – Future 2027 Intersection Operations 17

LIST OF FIGURES

Item **Page**

Figure 1 – Location Map 2
Figure 2 – Existing Weekday Peak Hour Volumes 7
Figure 3 – Existing Traffic Control and Lane Geometry 8
Figure 4 – Site Plan 11
Figure 5 – Trip Distribution and Site-Generated Weekday Peak Hour Volumes 13
Figure 6 – Future (No-Build) Weekday Peak Hour Volumes 15
Figure 7 – Future (Build) Weekday Peak Hour Volumes 16
Figure 8 – Future Traffic Control and Lane Geometry 18

1.0 INTRODUCTION

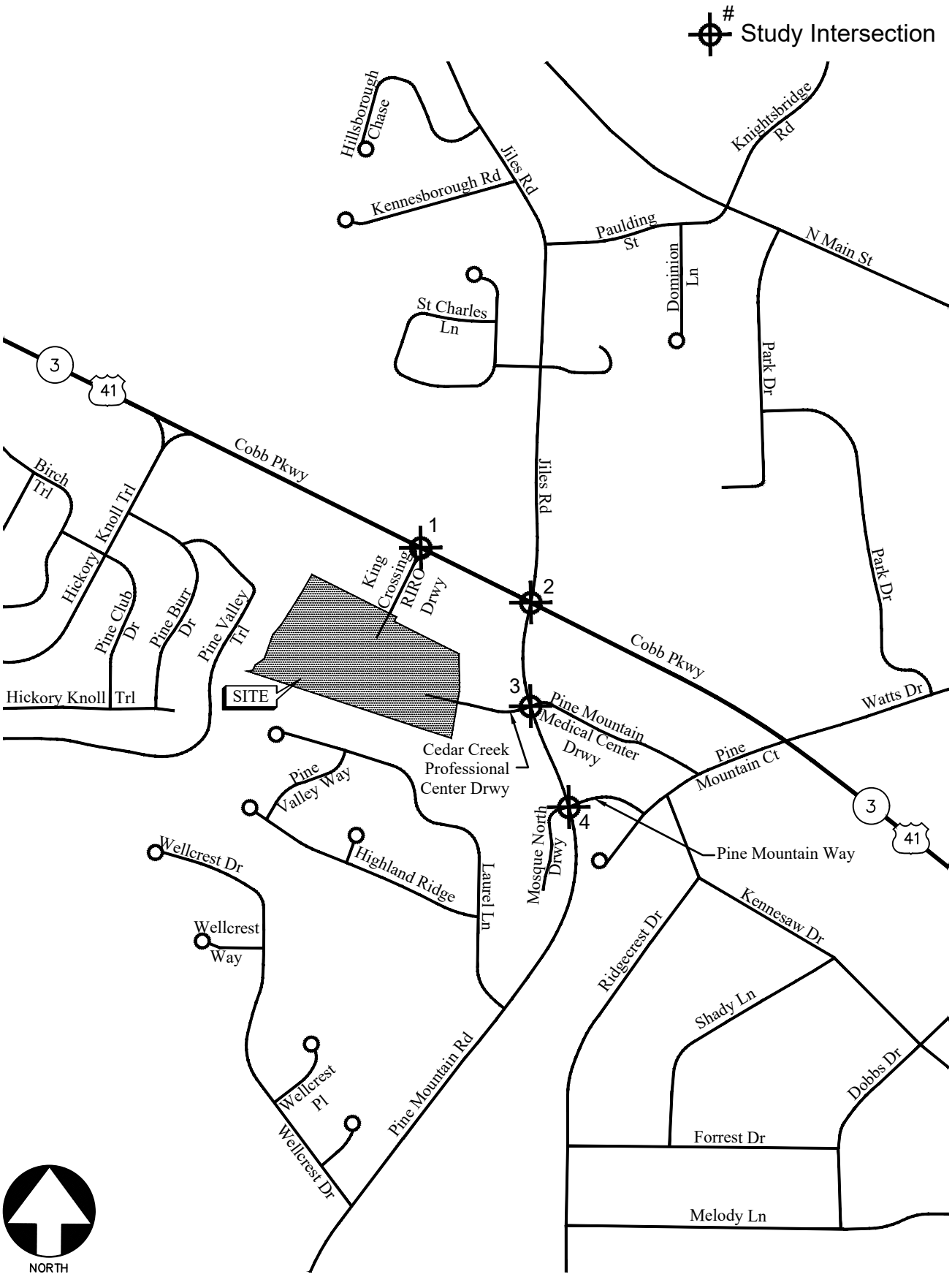
The purpose of this study is to determine the traffic impact from the proposed residential development that will be located at 6095 Pine Mountain Road in the City of Kennesaw, Georgia. The traffic analysis evaluates the current operations and the future conditions with the traffic generated by the development. The proposed residential development will consist of 89 townhomes and will have two access connections, one to the north on the existing right-in/right-out driveway on SR 3/US 41 (Cobb Parkway) and another to the east on the existing full access driveway on Pine Mountain Road.



The AM and PM peak hours have been analyzed in this study, which includes the evaluation of traffic operations at the intersections of:

1. SR 3/US 41 (Cobb Parkway) at King Crossing II Driveway (Right-In/Right-Out)
2. SR 3/US 41 (Cobb Parkway) at Jiles Road / Pine Mountain Road
3. Pine Mountain Road at Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway
4. Pine Mountain Road at Pine Mountain Way

Recommendations to improve traffic operations have been identified as appropriate and are discussed in detail in the following sections of the report. The location of the development and the surrounding roadway network are shown in Figure 1.



LOCATION MAP FIGURE 1

A&R Engineering Inc.

2.0 EXISTING FACILITIES / CONDITIONS

2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

2.1.1 SR 3/US 41 (Cobb Parkway)

SR 3/US 41 (Cobb Parkway) is an east-west, four-lane, median divided roadway with a posted speed limit of 45 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID: 067-0013) indicate that the daily traffic volume on SR 3/US 41 (Cobb Parkway) in 2024 was 35,200 vehicles per day east of Jiles Road / Pine Mountain Road. Cobb County classifies SR 3/US 41 (Cobb Parkway) as an arterial roadway.

2.1.2 Pine Mountain Road

Pine Mountain Road is a north-south, two-lane roadway with a posted speed limit of 40 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID: 067-3005) indicate that the daily traffic volume on Pine Mountain Road in 2024 was 12,600 vehicles per day north of Shillings Road. Cobb County classifies Pine Mountain Road as an arterial roadway.

2.1.3 Jiles Road

Jiles Road is a north-south roadway with a two-way left-turn lane and a posted speed limit of 35 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID: 067-0647) indicate that the daily traffic volume on Jiles Road in 2024 was 17,000 vehicles per day south of Legacy Park Boulevard. Cobb County classifies Jiles Road as an arterial roadway.

2.1.4 Pine Mountain Way

Pine Mountain Way is an east–west, two-lane roadway in the vicinity of the site.

3.0 Study Methodology

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board Highway Capacity Manual, 6th edition (HCM 6). Synchro 11 software, which utilizes the HCM methodology, was used for analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

3.1 Unsignalized Intersections

For unsignalized intersections controlled by a stop sign on minor streets, the level of service (LOS) for motor vehicles with controlled movements is determined by the computed control delay according to the thresholds stated in Table 1 below. LOS is determined for each minor street movement (or shared movement), as well as major street left turns. LOS is not defined for the intersection as a whole or for major street approaches. The LOS of any controlled movement which experiences a volume-to-capacity ratio greater than 1 is designed as "F" regardless of the control delay.

Control delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay and final acceleration delay. Several factors affect the control delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps, and follow-up time for a vehicle in the queue.

Level of service is assigned a letter designation from "A" through "F". Level of service "A" indicates excellent operations with little delay to motorists, while level of service "F" exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross the main road without experiencing long delays.

Table 1 – Level of Service Criteria for Unsignalized Intersections

Control Delay (sec/vehicle)	LOS by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	**v/c > 1.0**
≤ 10	A	F
> 10 and ≤ 15	B	F
> 15 and ≤ 25	C	F
> 25 and ≤ 35	D	F
> 35 and ≤ 50	E	F
> 50	F	F

*The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection.

Source: Highway Capacity Manual, 6th edition, Exhibit 20-2 *LOS Criteria: Motorized Vehicle Mode*

3.2 Signalized Intersections

According to HCM procedures, LOS can be calculated for the entire intersection, each intersection approach, and each lane group. HCM uses control delay alone to characterize LOS for the entire intersection or an approach. Control delay per vehicle is composed of initial deceleration delay, queue move-up time, stopped delay and final acceleration delay. Both control delay and volume-to-capacity ratio are used to characterize LOS for a lane group. A volume-to-capacity ratio greater than 1.0 for a lane group indicates failure from capacity perspective. Therefore, such a lane group is assigned LOS F regardless of the amount of control delay.

Table 2 below summarizes the LOS criteria from HCM for motorized vehicles at signalized intersections.

TABLE 2 – LEVEL OF SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS

Control Delay (sec/vehicle) *	LOS for Lane Group by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	**v/c > 1.0**
≤ 10	A	F
> 10 and ≤ 20	B	F
> 20 and ≤ 35	C	F
> 35 and ≤ 55	D	F
> 55 and ≤ 80	E	F
> 80	F	F

*For approach-based and intersection wide assessments, LOS is defined solely by control delay

Source: Highway Capacity Manual, 6th edition, Exhibit 19-8 *LOS Criteria: Motorized Vehicle Mode*

LOS A is typically assigned when the volume-to-capacity (v/c) ratio is low and either progression is exceptionally favorable, or the cycle length is very short. LOS B is typically assigned when the v/c ratio is low and either progression is highly favorable, or the cycle length is short. However, more vehicles are stopped than with LOS A. LOS C is typically assigned when progression is favorable, or the cycle length is moderate. Individual cycle failures (one or more queued vehicles cannot depart because of insufficient capacity during the cycle) may begin to appear at this level. Many vehicles still pass through the intersection without stopping, but the number of vehicles stopping is significant. LOS D is typically assigned when the v/c ratio is high and either progression is ineffective, or the cycle length is long. There are many vehicle-stops and individual cycle failures are noticeable. LOS E is typically assigned when the v/c ratio is high, progression is very poor, the cycle length is long, and individual cycle failures are frequent. LOS F is typically assigned when the v/c ratio is very high, progression is very poor, the cycle length is long, and most cycles fail to clear the queue.

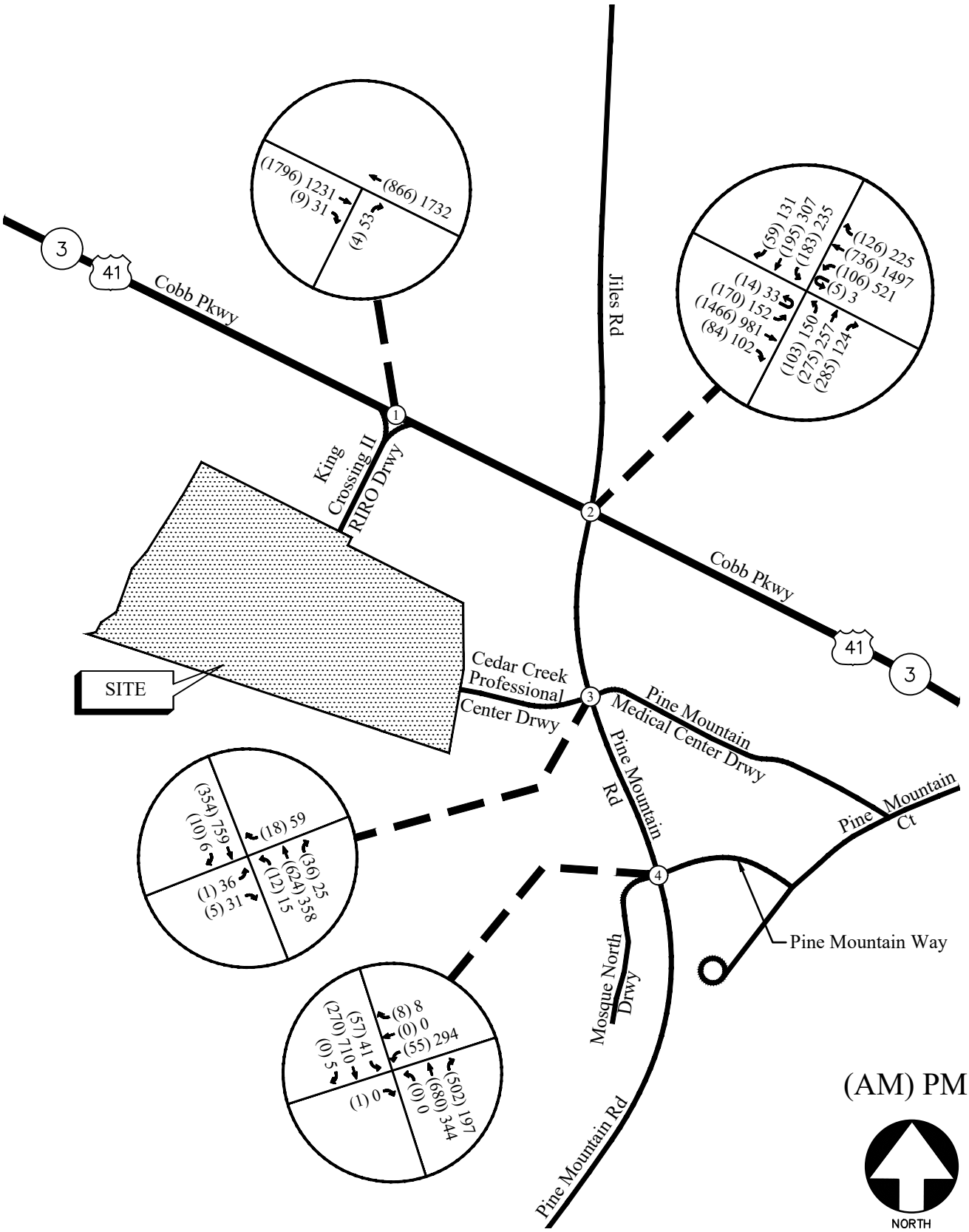
4.0 EXISTING 2025 TRAFFIC ANALYSIS

4.1 Existing Traffic Volumes

Existing traffic counts were obtained at the following study intersections:

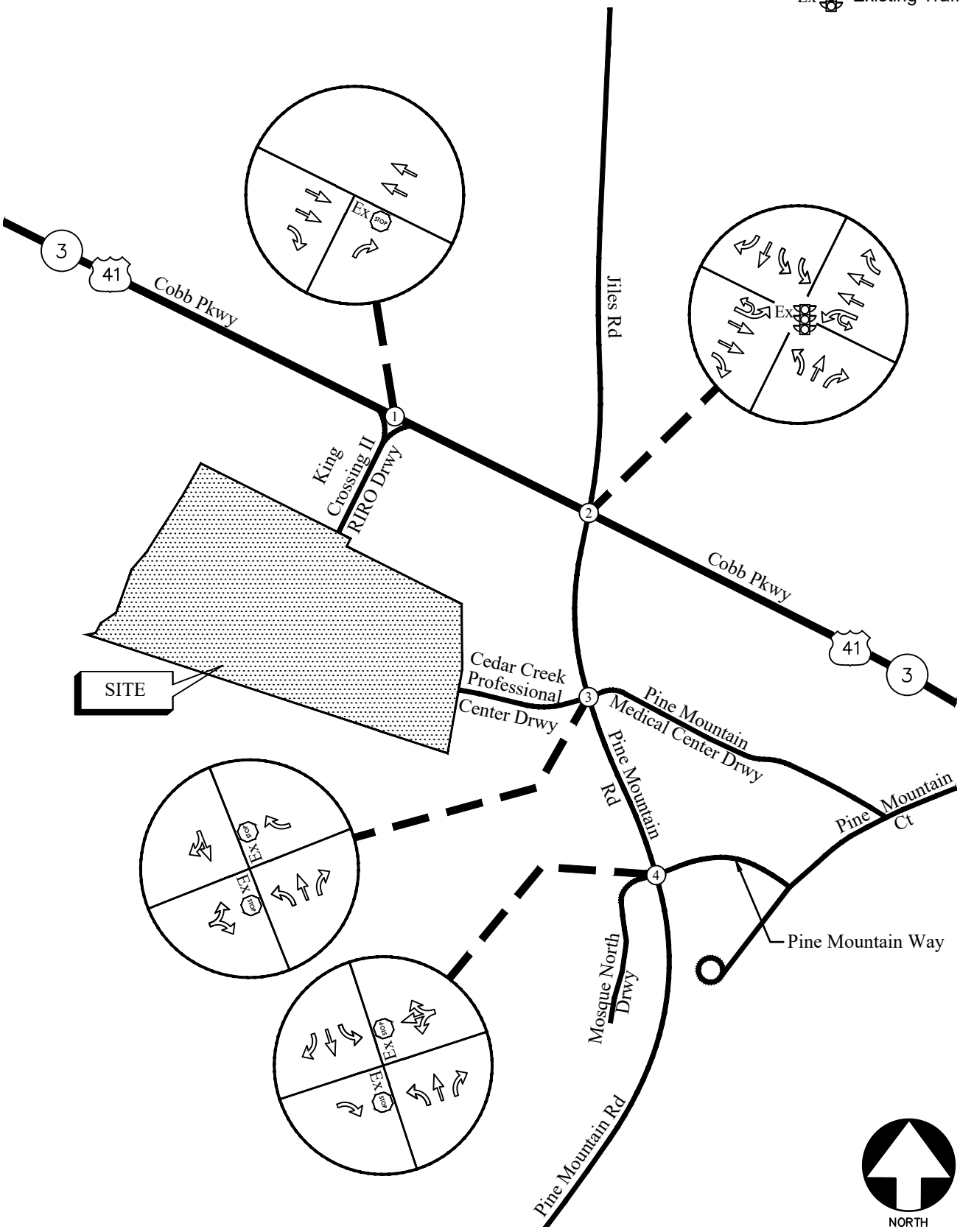
1. SR 3/US 41 (Cobb Parkway) at King Crossing II Driveway (Right-In/Right-Out)
2. SR 3/US 41 (Cobb Parkway) at Jiles Road / Pine Mountain Road
3. Pine Mountain Road at Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway
4. Pine Mountain Road at Pine Mountain Way

Turning movement counts were collected on Tuesday, November 18, 2025. All turning movement counts were recorded during the AM and PM peak hours between 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM, respectively. The four consecutive 15-minute interval volumes that produced the highest volume at the intersections were then determined. These volumes make up the peak hour traffic volumes for the intersections counted and are shown in Figure 2. The existing traffic control and lane geometry for the study intersections are shown in Figure 3.



EXISTING WEEKDAY PEAK-HOUR VOLUMES FIGURE 2

A&R Engineering Inc.



EXISTING TRAFFIC CONTROL AND LANE GEOMETRY FIGURE 3

A&R Engineering Inc.

4.2 Existing Traffic Operations

Existing traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analysis are shown in Table 3.

TABLE 3 – EXISTING INTERSECTION OPERATIONS

	Intersection	Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	**SR 3/US 41 (Cobb Parkway) @ King Crossing II Driveway (Right-In/Right-Out)** -Northbound Approach	Stop Controlled on Northbound Approach	C (19.4)	C (15.1)
2	**SR 3/US 41 (Cobb Parkway) @ Jiles Road / Pine Mountain Road** -Eastbound Approach -Westbound Approach -Northbound Approach -Southbound Approach	Signalized	**D (37.1)** C (24.5) C (20.4) F (85.2) F (83.8)	**E (61.3)** D (50.5) D (54.3) F (84.0) F (94.9)
3	**Pine Mountain Road @ Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway** -Eastbound Approach -Westbound Approach -Northbound Left	Stop Controlled on EB and WB Approaches	B (12.8) B (13.1) A (8.1)	D (31.6) B (10.9) A (9.4)
4	**Pine Mountain Road @ Pine Mountain Way / Mosque North Driveway** -Eastbound Approach -Westbound Approach -Northbound Left -Southbound Approach	Stop Controlled on EB and WB Approaches	A (9.7) D (32.7) A (7.8) B (11.9)	B (13.5) F (*) A (9.1) A (8.7)

*Delay exceeds 300s

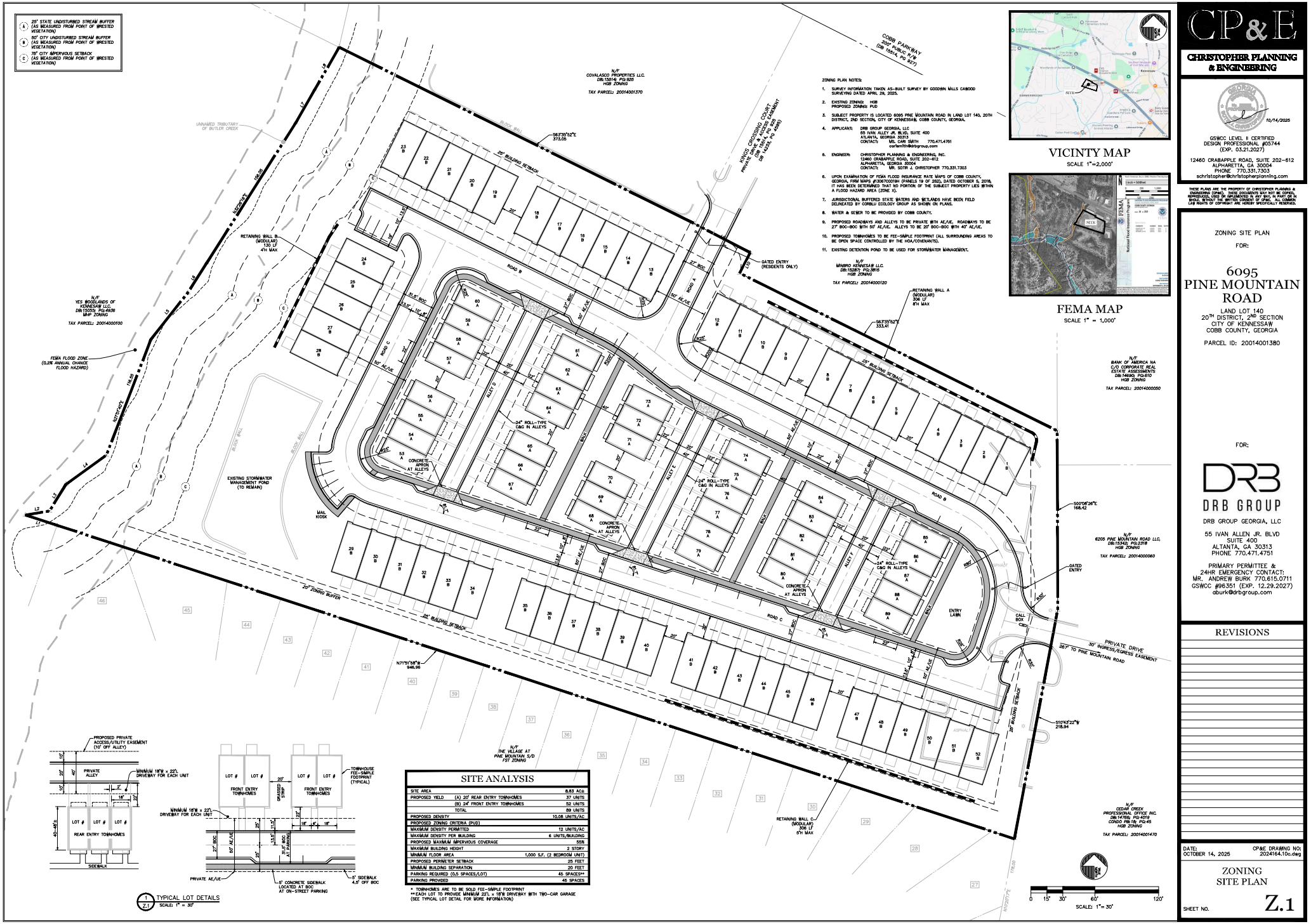
The results of the existing traffic operations analysis indicate that the signalized study intersection of Cobb Parkway at Jiles Road / Pine Mountain Road (intersection 1) is operating at an overall level of service "D" in the AM peak hour and a level of service "E" in the PM peak hour. The stop-controlled approaches at the unsignalized study intersections are operating at a level of service "D" or better with peak hour traffic, except for the westbound (Pine Mountain Way) approach at intersection 4, which is operating at a level of service "F" in the PM peak hour. The high estimated delay time at this approach can be primarily attributed to the heavy left-turning volume out of Pine Mountain Way, which is shown to exceed 290 vehicles during the PM peak hour in Figure 2. Northbound drivers going south on Pine Mountain Road use this route as a cut-through route, instead of turning left at the signalized intersection of Cobb Parkway and Pine Mountain Road/Jiles Road.

5.0 PROPOSED DEVELOPMENT

The proposed residential development will be located at 6095 Pine Mountain Road in the City of Kennesaw, Georgia. The proposed development will consist of 89 townhomes and will have two access connections, one to the north on the existing right-in/right-out driveway on SR 3/US 41 (Cobb Parkway) and another to the east on the existing full access driveway on Pine Mountain Road.



A site plan is shown in Figure 4.



SITE ANALYSIS

SITE AREA		8.83 AC±
PROPOSED YIELD	(A) 20' REAR ENTRY TOWNHOMES	37 UNITS
	(B) 24' FRONT ENTRY TOWNHOMES	52 UNITS
	TOTAL	89 UNITS
PROPOSED DENSITY		10.08 UNITS/AC
PROPOSED ZONING CRITERIA (PUD)		
MAXIMUM DENSITY PERMITTED		12 UNITS/AC
MAXIMUM DENSITY PER BUILDING		6 UNITS/BUILDING
PROPOSED MAXIMUM IMPERVIOUS COVERAGE		55%
MAXIMUM BUILDING HEIGHT		2 STORY
MINIMUM FLOOR AREA		1,000 S.F. (2 BEDROOM UNIT)
PROPOSED PERIMETER SETBACK		25 FEET
MINIMUM BUILDING SEPARATION		20 FEET
PARKING REQUIRED (0.5 SPACES/LOT)		45 SPACES**
PARKING PROVIDED		46 SPACES

* TOWNHOMES ARE TO BE SOLD FEE-SIMPLE FOOTPRINT
** EACH LOT TO PROVIDE MINIMUM 22'L x 18'W DRIVEWAY WITH TWO-CAR GARAGE (SEE TYPICAL LOT DETAIL FOR MORE INFORMATION)

ZONING PLAN NOTES:

1. SURVEY INFORMATION TAKEN AS-BUILT SURVEY BY GOODWIN MILLS CAWOOD SURVEYING DATED APRIL 29, 2025.
2. EXISTING ZONING: HGB PROPOSED ZONING: PUD
3. SUBJECT PROPERTY IS LOCATED 6095 PINE MOUNTAIN ROAD IN LAND LOT 140, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESSAW, COBB COUNTY, GEORGIA.
4. APPLICANT: DRB GROUP GEORGIA, LLC 55 IVAN ALLEY JR. BLVD, SUITE 400 ATLANTA, GEORGIA 30313 CONTACT: MS. CARI SMITH 770.471.4751 carismith@drbgroup.com
5. ENGINEER: CHRISTOPHER PLANNING & ENGINEERING, INC. 12460 CRABAPPLE ROAD, SUITE 202-612 ALPHARETTA, GEORGIA 30004 CONTACT: MR. SOTIR J. CHRISTOPHER 770.331.7303
6. UPON EXAMINATION OF FEMA FLOOD INSURANCE RATE MAPS OF COBB COUNTY, GEORGIA, FIRM MAPS #13067C0019H (PANELS 19 OF 252), DATED OCTOBER 5, 2018, IT HAS BEEN DETERMINED THAT NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD AREA (ZONE X).
7. JURISDICTIONAL BUFFERED STATE WATERS AND WETLANDS HAVE BEEN FIELD DELINEATED BY CORBLU ECOLOGY GROUP AS SHOWN ON PLANS.
8. WATER & SEWER TO BE PROVIDED BY COBB COUNTY.
9. PROPOSED ROADWAYS AND ALLEYS TO BE PRIVATE WITH AE/UE. ROADWAYS TO BE 27' BOC-BOC WITH 50' AE/UE. ALLEYS TO BE 20' BOC-BOC WITH 40' AE/UE.
10. PROPOSED TOWNHOMES TO BE FEE-SIMPLE FOOTPRINT (ALL SURROUNDING AREAS TO BE OPEN SPACE CONTROLLED BY THE HOA/COVENANTS).
11. EXISTING DETENTION POND TO BE USED FOR STORMWATER MANAGEMENT.

VICINITY MAP
SCALE 1"=2,000'

FEMA MAP
SCALE 1" = 1,000'

SCALE: 1"= 30'

CP&E
CHRISTOPHER PLANNING & ENGINEERING
10/14/2025
GSWCC LEVEL II CERTIFIED DESIGN PROFESSIONAL #05744 (EXP. 03.21.2027)
12460 CRABAPPLE ROAD, SUITE 202-612
ALPHARETTA, GA 30004
PHONE 770.331.7303
schristopher@christopherplanning.com

THESE PLANS ARE THE PROPERTY OF CHRISTOPHER PLANNING & ENGINEERING (CP&E). THESE DOCUMENTS MAY NOT BE COPIED, REPRODUCED, USED OR IMPLEMENTED IN ANY WAY, IN PART OR IN WHOLE, WITHOUT THE WRITTEN CONSENT OF CP&E. ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED.

ZONING SITE PLAN
FOR:

6095 PINE MOUNTAIN ROAD

LAND LOT 140
20TH DISTRICT, 2ND SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA

PARCEL ID: 20014001380

FOR:

DRB GROUP

DRB GROUP GEORGIA, LLC
55 IVAN ALLEN JR. BLVD
SUITE 400
ALTANTA, GA 30313
PHONE 770.471.4751

PRIMARY PERMITTEE & 24HR EMERGENCY CONTACT:
MR. ANDREW BURK 770.615.0711
GSWCC #96351 (EXP. 12.29.2027)
aburk@drbgroup.com

REVISIONS

DATE: OCTOBER 14, 2025
CP&E DRAWING NO: 2024164.10c.dwg

ZONING SITE PLAN

SHEET NO. Z.1

Figure 4 – Site Plan

5.1 Trip Generation

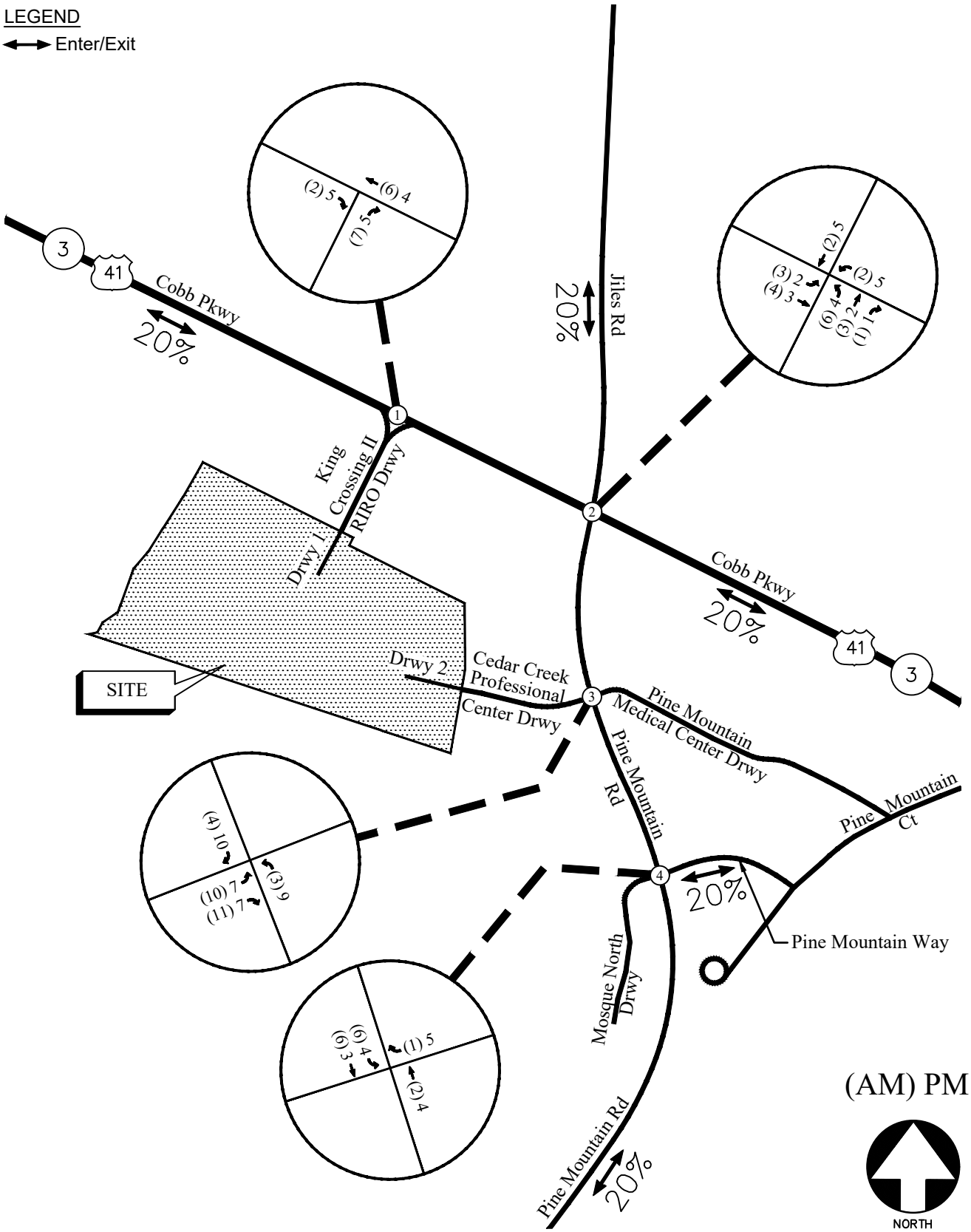
Trip generation estimates were based on the rates and equations published in the 12th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation for this project was based on the ITE land use category *215 - Single-Family Attached Housing.* The calculated trip generation volumes for the proposed development are shown in Table 4.

TABLE 4 – TRIP GENERATION

Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour
		Enter	Exit	Total	Enter	Exit	Total	Two-Way
ITE 215 – Single-Family Attached Housing	89 Units	9	28	37	24	19	43	584

5.2 Trip Distribution

The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution along with the AM and PM peak hour traffic generated by the site are shown in Figure 5.



TRIP DISTRIBUTION AND NEW SITE-GENERATED WEEKDAY PEAK HOUR VOLUMES

FIGURE 5

A&R Engineering Inc.

6.0 FUTURE 2027 TRAFFIC ANALYSIS

The future 2027 traffic operations are analyzed for the “Build” and “No-Build” conditions.

6.1 Future “No-Build” Conditions

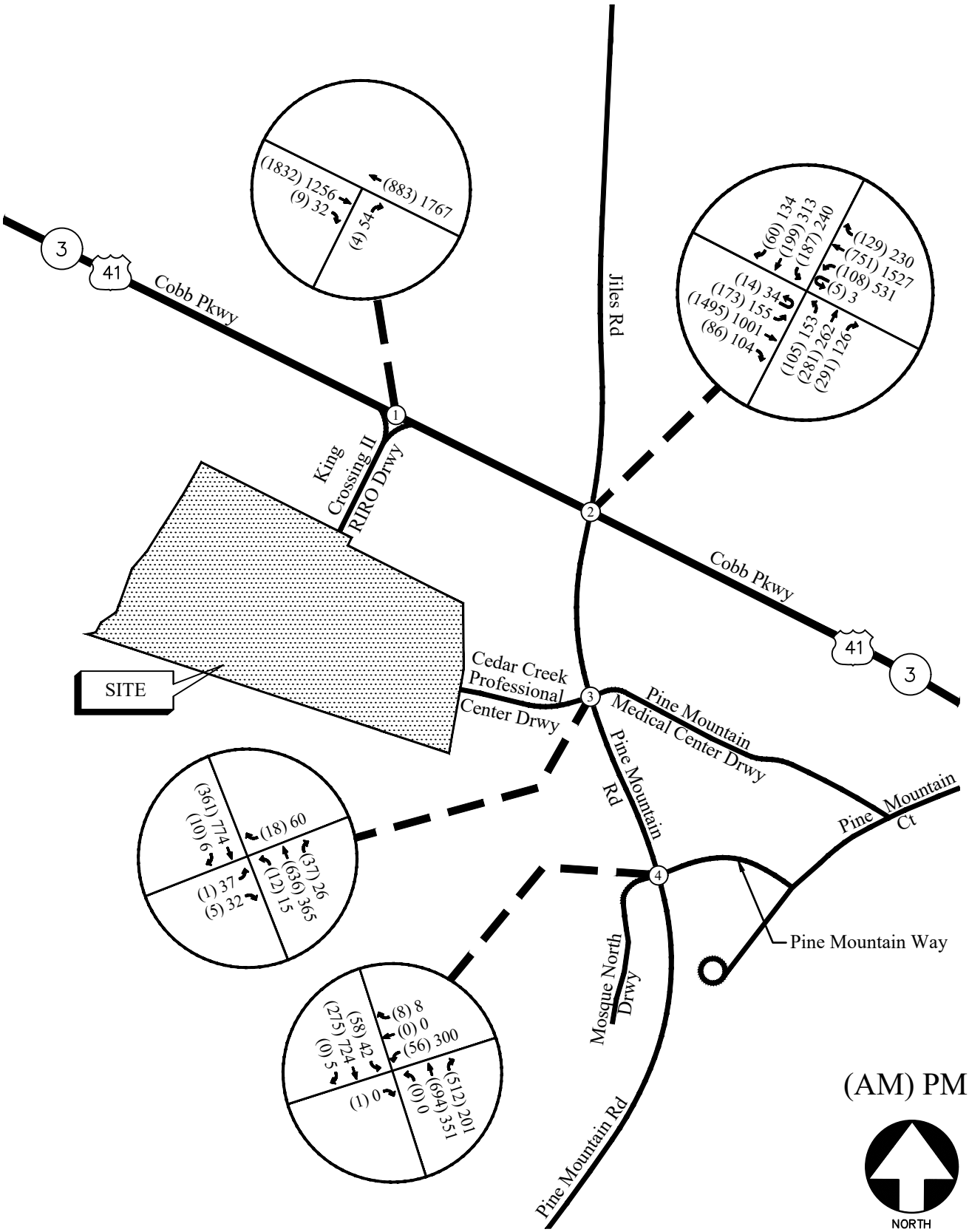
The “No-Build” (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The future “No-Build” volumes consist of the existing traffic volumes (Figure 2) plus increases due to the annual growth of traffic.

6.1.1 Annual Traffic Growth

To evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last three years (2022-2024) revealed a traffic volume increase of approximately 1% in the area. This growth factor was applied to the existing traffic volumes to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting future “No-Build” volumes on the roadway are shown in Figure 6.

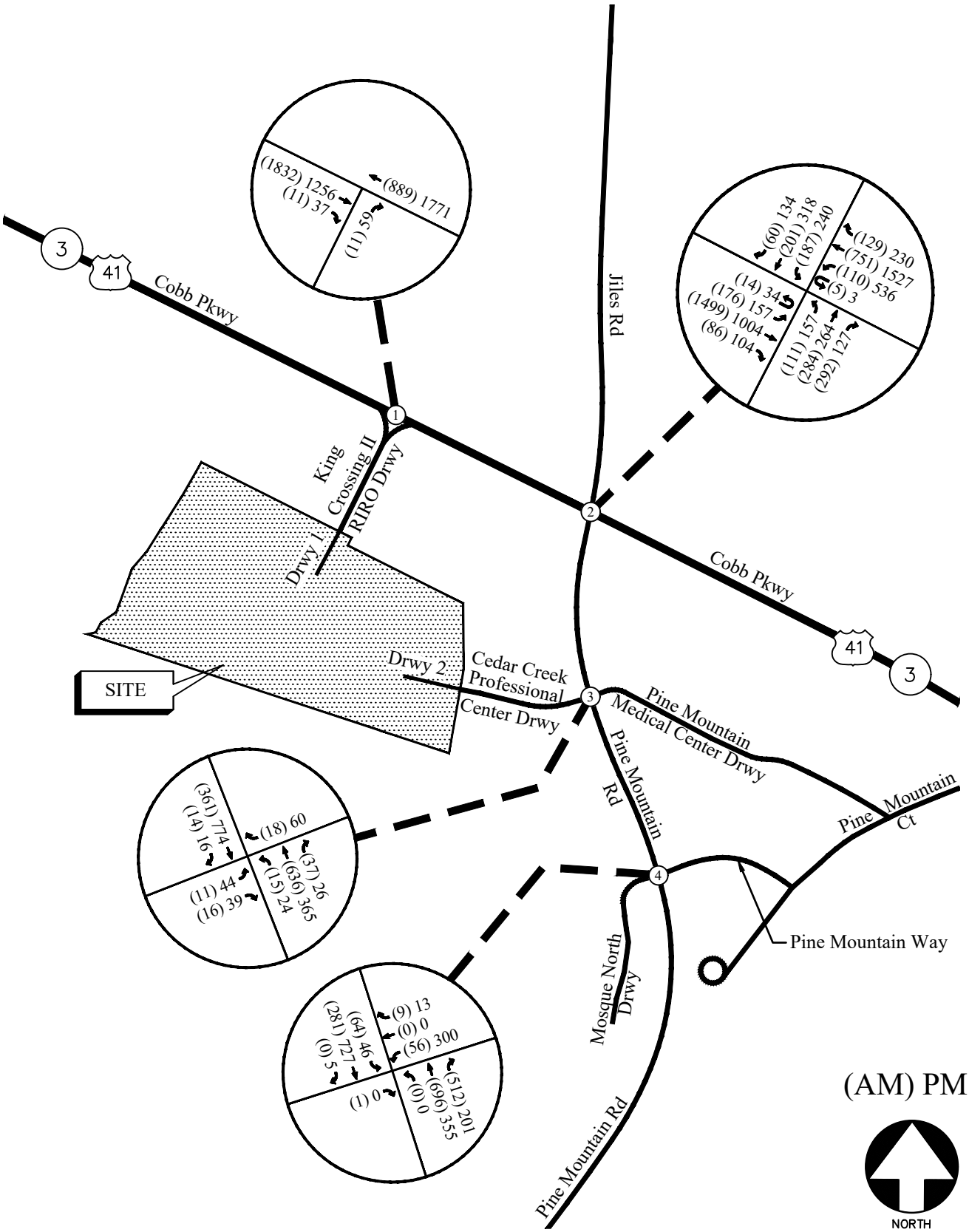
6.2 Future “Build” Conditions

The “Build” or development conditions include the estimated background traffic from the “No-Build” conditions plus the traffic from the proposed development. To evaluate the future traffic operations in this area, the additional traffic volumes from the site (Figure 5) were added to the base traffic volumes (Figure 6) to calculate the future traffic volumes after the construction of the development. These total future “Build” traffic volumes are shown in Figure 7.



FUTURE (NO-BUILD) WEEKDAY PEAK HOUR VOLUMES FIGURE 6

A&R Engineering Inc.



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES FIGURE 7

A&R Engineering Inc.

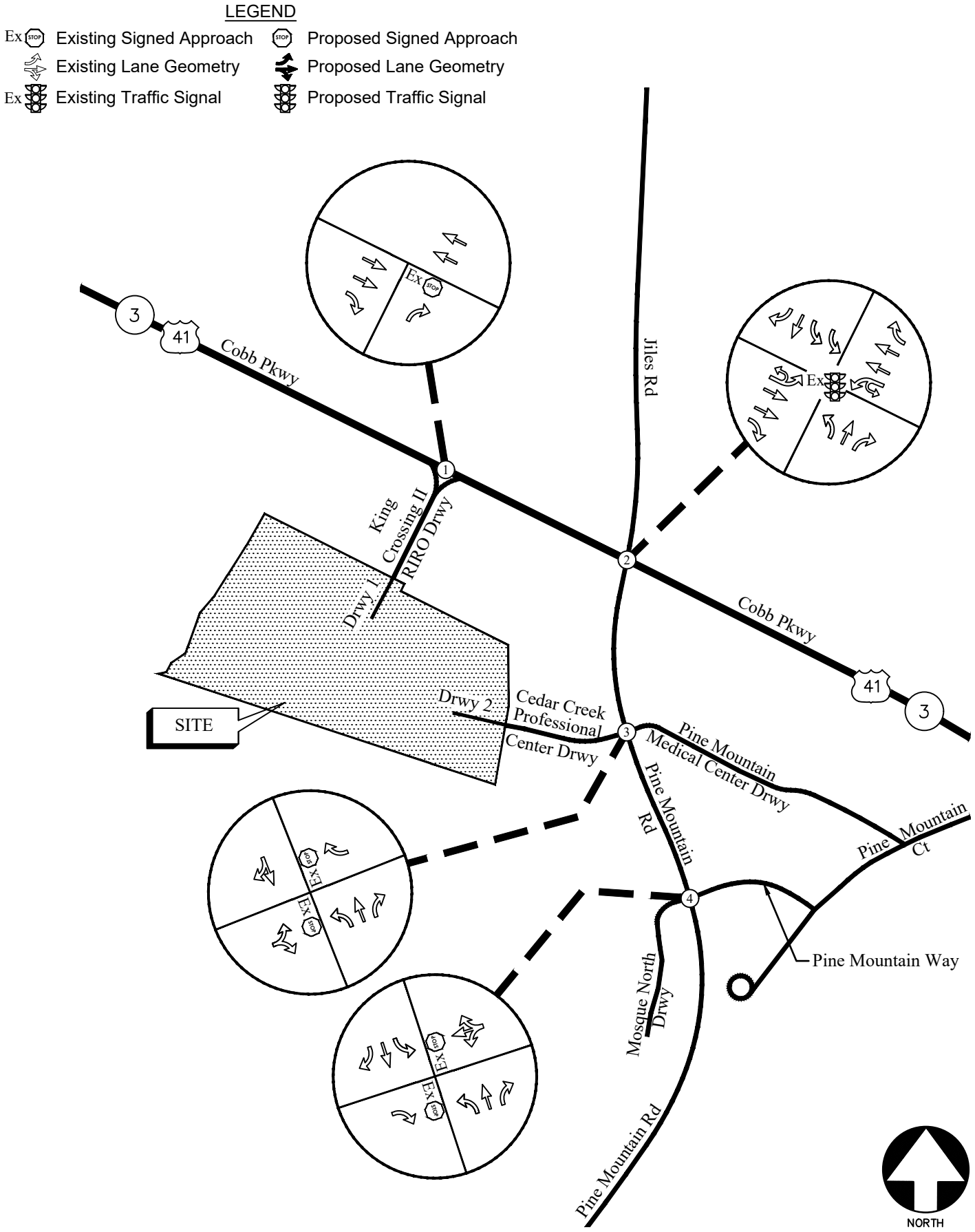
6.3 Future Traffic Operations

The future "No-Build" and "Build" traffic operations were analyzed using the volumes in Figure 6 and Figure 7, respectively. The results of the future traffic operations analysis are shown below in Table 5. Recommendations on traffic control and lane geometry are shown graphically in Figure 8.

TABLE 5 – FUTURE 2027 INTERSECTION OPERATIONS

	Intersection	LOS (Delay)			
		NO-BUILD		BUILD	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
1	**SR 3/US 41 (Cobb Parkway) @ King Crossing II Driveway (Right-In/Right-Out)**				
	-Northbound Approach	C (19.8)	C (15.3)	C (20.3)	C (15.5)
2	**SR 3/US 41 (Cobb Parkway) @ Jiles Road / Pine Mountain Road**	**D (38.0)**	**E (64.2)**	**D (38.4)**	**E (65.9)**
	-Eastbound Approach	C (25.7)	D (52.4)	C (26.1)	D (53.5)
	-Westbound Approach	C (21.3)	E (59.3)	C (21.7)	E (62.1)
	-Northbound Approach	F (85.5)	F (83.8)	F (85.4)	F (82.9)
	-Southbound Approach	F (83.7)	F (94.9)	F (83.6)	F (95.0)
3	**Pine Mountain Road @ Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway**				
	-Eastbound Approach	B (13.0)	D (33.2)	C (17.6)	E (38.3)
	-Westbound Approach	B (13.3)	B (11.0)	B (13.3)	B (11.0)
	-Northbound Left	A (8.1)	A (9.5)	A (8.1)	A (9.6)
4	**Pine Mountain Road @ Pine Mountain Way**				
	-Eastbound Approach	A (9.8)	B (13.7)	A (9.8)	B (13.7)
	-Westbound Approach	D (34.5)	F (*)	E (36.2)	F (*)
	-Northbound Left	A (7.8)	A (9.2)	A (7.8)	A (9.2)
	-Southbound Approach	B (12.1)	A (8.7)	B (12.2)	A (8.8)

The results of the future "No-Build" and "Build" condition traffic operations analyses indicate that the signalized study intersection of Cobb Parkway at Jiles Road / Pine Mountain Road (intersection 1) will continue to operate at an overall level of service "D" in the AM peak hour and a level of service "E" in the PM peak hour. The stop-controlled approaches at the unsignalized study intersections will operate at a level of service "D" or better with peak hour traffic, except for the westbound (Pine Mountain Way) approach at intersection 4, which will continue to operate at a level of service "F" in the PM peak hour. It is not unusual for minor side streets that stop-controlled at arterial roadways to experience elevated delays during peak periods due to the time gap required for vehicles to make turning movements onto the mainline. It is recommended that in the future, the City of Kennesaw should perform a 12-hour analysis for the intersection of Pine Mountain Road at Pine Mountain Way to determine if its traffic volumes turning out of Pine Mountain Way are sufficient to warrant a traffic signal as a system improvement.



FUTURE TRAFFIC CONTROL AND LANE GEOMETRY FIGURE 8

A&R Engineering Inc.

7.0 CONCLUSIONS AND RECOMMENDATIONS

Traffic impacts were evaluated for the proposed residential development that will be located at 6095 Pine Mountain Road in the City of Kennesaw, Georgia. The proposed development will consist of 89 townhomes and will have two access connections, one to the north on the existing right-in/right-out driveway on SR 3/US 41 (Cobb Parkway) and another to the east on the existing full access driveway on Pine Mountain Road.

Existing and future operations after completion of the project were analyzed at the intersections of:

1. SR 3/US 41 (Cobb Parkway) at King Crossing II Driveway (Right-In/Right-Out)
2. SR 3/US 41 (Cobb Parkway) at Jiles Road / Pine Mountain Road
3. Pine Mountain Road at Cedar Creek Professional Center Driveway / Pine Mountain Medical Center Driveway
4. Pine Mountain Road at Pine Mountain Way

The analysis included the evaluation of future traffic operations for "No-Build" and "Build" conditions, with the differences between "No-Build" and "Build" accounting for increases in traffic due to the proposed site. The results of the future "No-Build" and "Build" condition traffic operations analyses indicate that the signalized study intersection of Cobb Parkway at Jiles Road / Pine Mountain Road (intersection 1) will continue to operate at an overall level of service "D" in the AM peak hour and a level of service "E" in the PM peak hour. The stop-controlled approaches at the unsignalized study intersections will operate at a level of service "D" or better with peak hour traffic, except for the westbound (Pine Mountain Way) approach at intersection 4, which will continue to operate at a level of service "F" in the PM peak hour. Northbound drivers going south on Pine Mountain Road use this route as a cut-through route, instead of turning left at the signalized intersection of Cobb Parkway and Pine Mountain Road/Jiles Road. It is not unusual for stop-controlled minor side streets at arterial roadways to experience elevated delays during peak periods due to the time gap required for vehicles to make turning movements onto the mainline. It is recommended that in the future, the City of Kennesaw may perform a 12-hour analysis for the intersection of Pine Mountain Road at Pine Mountain Way to determine if its traffic volumes turning out of Pine Mountain Way are sufficient to warrant a traffic signal as a system improvement.

7.1 Recommendations for Site Access Configuration

The following access configurations are recommended for the proposed site driveway connections:

- <u>Site Driveway 1: Connecting to Existing Right-In/Right Out King Crossing II Driveway on SR 3/US 41 (Cobb Parkway)</u>
    - Retain one entering lane and one exiting lane
    - Retain yield sign control on the driveway approach with Cobb Parkway remaining free flow
    - A deceleration turn lane already exists.

- Site Driveway 2: Connecting to the Existing Cedar Creek Professional Center Driveway on Pine Mountain Road
    - Retain one entering lane and one exiting lane
    - Retain stop sign control on the driveway approach with Pine Mountain Road remaining free flow
    - A northbound left turn lane already exists.

Appendix

Existing Intersection Traffic Counts .....
Linear Regression of Daily Traffic.....
Existing Intersection Analysis.....
Future “No-Build” Intersection Analysis.....
Future “Build” Intersection Analysis.....
Traffic Volume Worksheets .....

EXISTING INTERSECTION TRAFFIC COUNTS

A & R Engineering, Inc.

2160 Kingston Court Suite 'O'
Marietta, GA 30067

TMC Data
US 41 (Cobb Pkwy) @ 2851 King Crossing II RIRO Drwy
7-9 am | 4-6 pm

File Name : 20250410
Site Code : 20250410
Start Date : 11-18-2025
Page No : 1

Groups Printed- Cars, Buses & Trucks

	2851 King Crossing II RIRO Drwy Northbound				Southbound				US 41 (Cobb Pkwy) Eastbound				US 41 (Cobb Pkwy) Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	0	0	0	0	0	514	1	515	0	141	0	141	656
07:15 AM	0	0	3	3	0	0	0	0	0	413	1	414	0	169	0	169	586
07:30 AM	0	0	1	1	0	0	0	0	0	478	1	479	0	243	0	243	723
07:45 AM	0	0	1	1	0	0	0	0	0	451	4	455	0	243	0	243	699
Total	0	0	5	5	0	0	0	0	0	1856	7	1863	0	796	0	796	2664
08:00 AM	0	0	1	1	0	0	0	0	0	457	1	458	0	185	0	185	644
08:15 AM	0	0	1	1	0	0	0	0	0	410	3	413	0	195	0	195	609
08:30 AM	0	0	2	2	0	0	0	0	0	471	9	480	0	185	0	185	667
08:45 AM	0	0	3	3	0	0	0	0	0	440	2	442	0	221	0	221	666
Total	0	0	7	7	0	0	0	0	0	1778	15	1793	0	786	0	786	2586
*** BREAK ***																	
04:00 PM	0	0	14	14	0	0	0	0	0	217	4	221	0	425	0	425	660
04:15 PM	0	0	12	12	0	0	0	0	0	275	11	286	0	443	0	443	741
04:30 PM	0	0	10	10	0	0	0	0	0	285	9	294	0	433	0	433	737
04:45 PM	0	0	13	13	0	0	0	0	0	339	5	344	0	410	0	410	767
Total	0	0	49	49	0	0	0	0	0	1116	29	1145	0	1711	0	1711	2905
05:00 PM	0	0	17	17	0	0	0	0	0	264	6	270	0	404	0	404	691
05:15 PM	0	0	14	14	0	0	0	0	0	318	10	328	0	448	0	448	790
05:30 PM	0	0	9	9	0	0	0	0	0	310	10	320	0	470	0	470	799
05:45 PM	0	0	9	9	0	0	0	0	0	313	5	318	0	437	0	437	764
Total	0	0	49	49	0	0	0	0	0	1205	31	1236	0	1759	0	1759	3044
Grand Total	0	0	110	110	0	0	0	0	0	5955	82	6037	0	5052	0	5052	11199
Apprch %	0	0	100		0	0	0		0	98.6	1.4		0	100	0		
Total %	0	0	1	1	0	0	0	0	0	53.2	0.7	53.9	0	45.1	0	45.1	

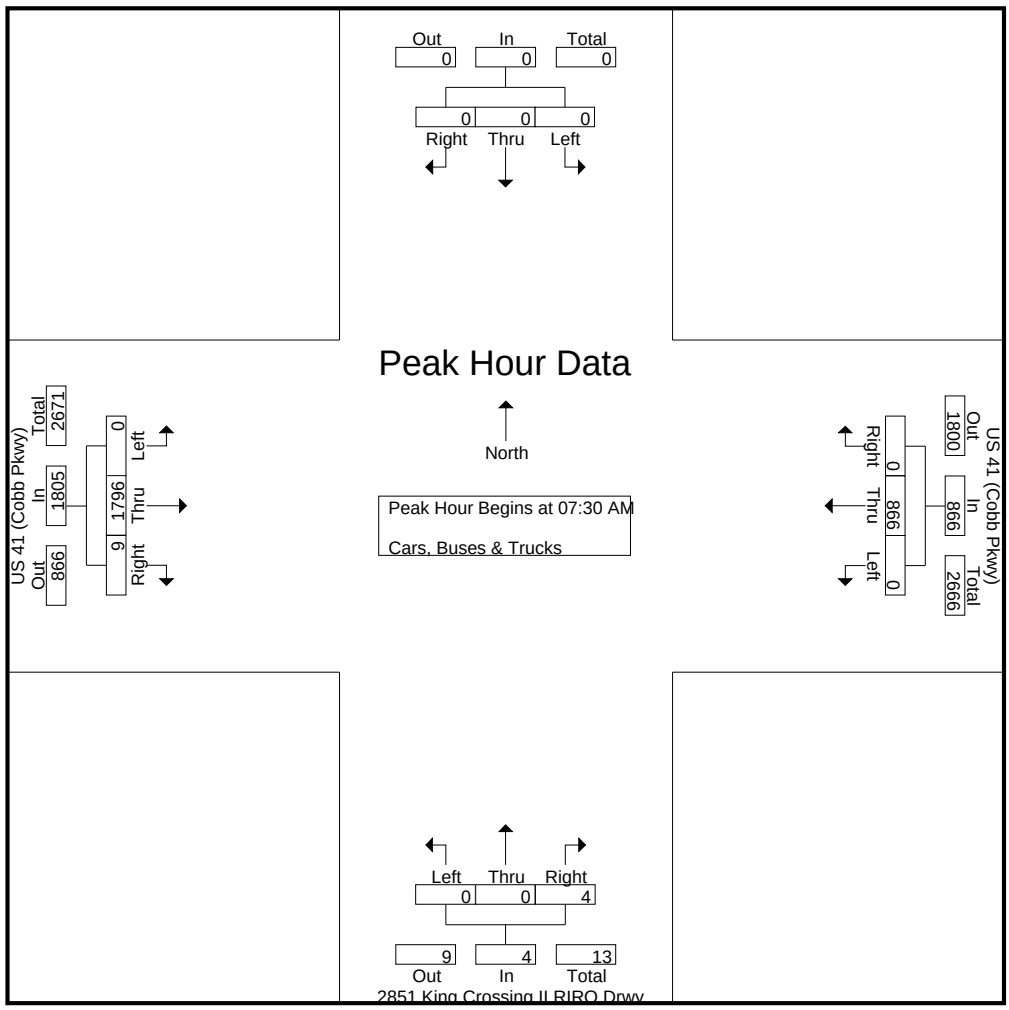
A & R Engineering, Inc.

2160 Kingston Court Suite 'O'
Marietta, GA 30067

TMC Data
US 41 (Cobb Pkwy) @ 2851 King Crossing II RIRO Drwy
7-9 am | 4-6 pm

File Name : 20250410
Site Code : 20250410
Start Date : 11-18-2025
Page No : 2

	2851 King Crossing II RIRO Drwy Northbound				Southbound				US 41 (Cobb Pkwy) Eastbound				US 41 (Cobb Pkwy) Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	**1**	**1**	0	0	0	0	0	**478**	1	**479**	0	**243**	0	**243**	**723**
07:45 AM	0	0	1	1	0	0	0	0	0	451	**4**	455	0	243	0	243	699
08:00 AM	0	0	1	1	0	0	0	0	0	457	1	458	0	185	0	185	644
08:15 AM	0	0	1	1	0	0	0	0	0	410	3	413	0	195	0	195	609
Total Volume	0	0	4	4	0	0	0	0	0	1796	9	1805	0	866	0	866	2675
% App. Total	0	0	100		0	0	0		0	99.5	0.5		0	100	0		
PHF	.000	.000	1.00	1.00	.000	.000	.000	.000	.000	.939	.563	.942	.000	.891	.000	.891	.925



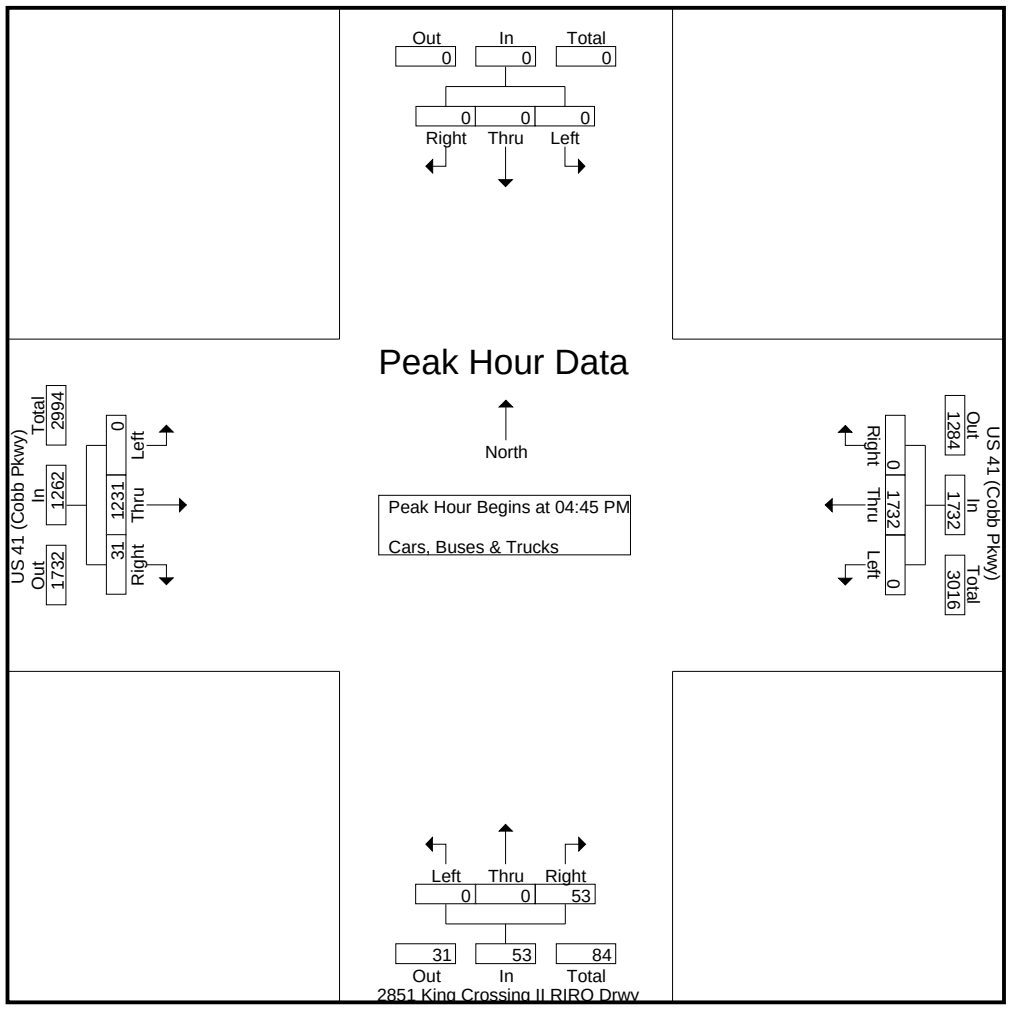
A & R Engineering, Inc.

2160 Kingston Court Suite 'O'
Marietta, GA 30067

TMC Data
US 41 (Cobb Pkwy) @ 2851 King Crossing II RIRO Drwy
7-9 am | 4-6 pm

File Name : 20250410
Site Code : 20250410
Start Date : 11-18-2025
Page No : 3

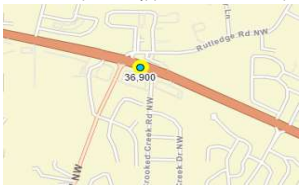
	2851 King Crossing II RIRO Drwy Northbound				Southbound				US 41 (Cobb Pkwy) Eastbound				US 41 (Cobb Pkwy) Westbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	0	0	13	13	0	0	0	0	0	**339**	5	**344**	0	410	0	410	767
05:00 PM	0	0	**17**	**17**	0	0	0	0	0	264	6	270	0	404	0	404	691
05:15 PM	0	0	14	14	0	0	0	0	0	318	**10**	328	0	448	0	448	790
05:30 PM	0	0	9	9	0	0	0	0	0	310	10	320	0	**470**	0	**470**	**799**
Total Volume	0	0	53	53	0	0	0	0	0	1231	31	1262	0	1732	0	1732	3047
% App. Total	0	0	100		0	0	0		0	97.5	2.5		0	100	0		
PHF	.000	.000	.779	.779	.000	.000	.000	.000	.000	.908	.775	.917	.000	.921	.000	.921	.953

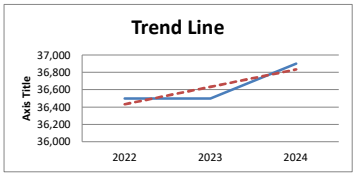


LINEAR REGRESSION OF DAILY TRAFFIC

Location	Growth Rate	R Squared	Station ID	Route	2022	2023	2024
SR 3/US 41 (Cobb Pkwy) (W of Pine Mountain Rd)	0.5%	0.75	067-0012	00000003	36,500	36,500	36,900
Kennesaw Due West Rd (N of Westover Way)	-7.1%	0.63	067-3003	00012200	12,700	13,000	10,900
Pine Mountain Rd (N of Shillings Rd)	3.7%	0.83	067-3005	00012300	11,700	12,500	12,600
N Main St (E of Jills Rd)	6.2%	0.86	067-0634	00452000	7,500	7,640	8,450
Cherokee St (N of Big Shanty Dr)	2.5%	0.96	067-0865	00439600	11,900	12,100	12,500
Weighted Average	**0.6%**	0.50	Sum of Count Stations =		80,300	81,740	81,350

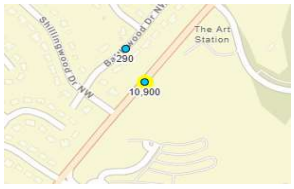
Location	Traffic Counter	RCLINK	2022	2023	2024
SR 3/US 41 (Cobb Pkwy) (W of Pine Mountain Rd)	067-0012	00000003	36,500	36,500	36,900

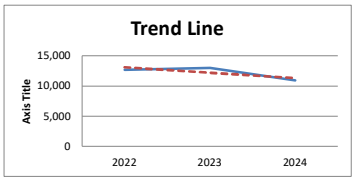




Growth Rate		Intercept		Slope	
0.5%		-367,967		200.00	
Trend Line		36,433	36,633	36,833	

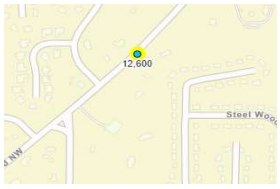
Location	Traffic Counter	RCLINK	2022	2023	2024
Kennesaw Due West Rd (N of Westover Way)	067-3003	00012200	12,700	13,000	10,900

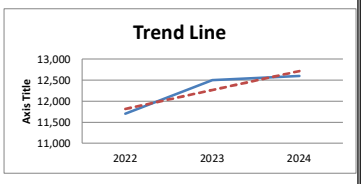




Growth Rate		Intercept		Slope	
-7.1%		1,832,900		-900.00	
Trend Line		13,100	12,200	11,300	

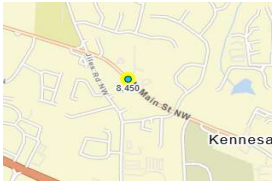
Location	Traffic Counter	RCLINK	2022	2023	2024
Pine Mountain Rd (N of Shillings Rd)	067-3005	00012300	11,700	12,500	12,600

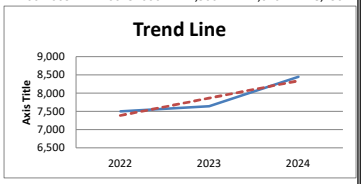




Growth Rate		Intercept		Slope	
3.7%		-898,083		450.00	
Trend Line		11,817	12,267	12,717	

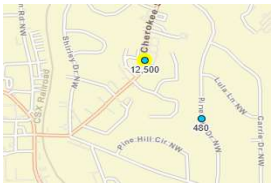
Location	Traffic Counter	RCLINK	2022	2023	2024
N Main St (E of Jills Rd)	067-0634	00452000	7,500	7,640	8,450

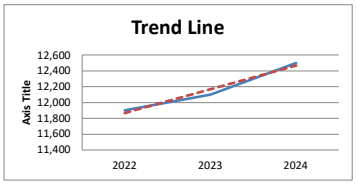




Growth Rate		Intercept		Slope	
6.2%		-953,062		475.00	
Trend Line		7,388	7,863	8,338	

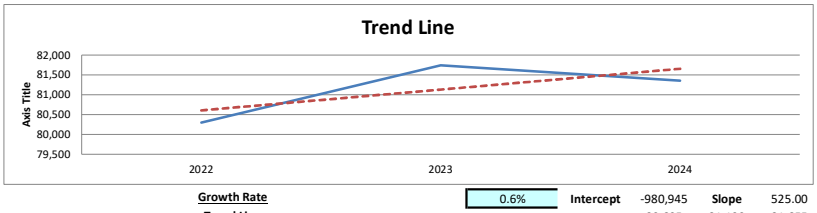
Location	Traffic Counter	RCLINK	2022	2023	2024
Cherokee St (N of Big Shanty Dr)	067-0865	00439600	11,900	12,100	12,500





Growth Rate		Intercept		Slope	
2.5%		-594,733		300.00	
Trend Line		11,867	12,167	12,467	

Weighted Average	2022	2023	2024
Sum of Count Stations	80,300	81,740	81,350



Growth Rate		Intercept		Slope	
0.6%		-980,945		525.00	
Trend Line		80,605	81,130	81,655	

EXISTING INTERSECTION ANALYSIS

Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1796	9	0	866	0	4
Future Vol, veh/h	1796	9	0	866	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1931	10	0	931	0	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	966
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	254
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	254
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	19.4
HCM LOS			C

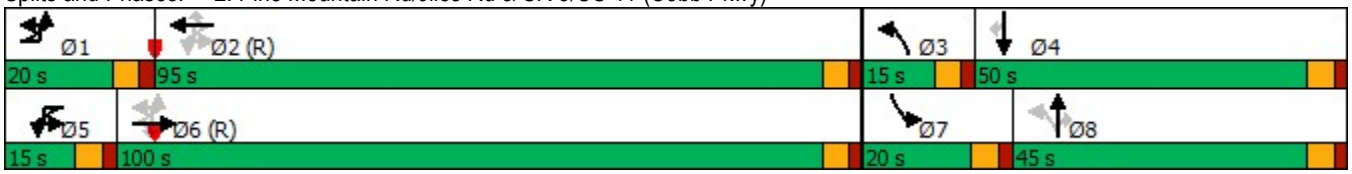
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	254	-	-
HCM Lane V/C Ratio	0.017	-	-
HCM Control Delay (s)	19.4	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.1	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	14	170	1466	84	5	106	736	126	103	275	285	183
Future Volume (vph)	14	170	1466	84	5	106	736	126	103	275	285	183
Lane Group Flow (vph)	0	192	1527	88	0	115	767	131	107	286	297	191
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	20.0	20.0	100.0	100.0	15.0	15.0	95.0	95.0	15.0	45.0	45.0	20.0
Total Split (%)	11.1%	11.1%	55.6%	55.6%	8.3%	8.3%	52.8%	52.8%	8.3%	25.0%	25.0%	11.1%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.45	0.76	0.09		0.66	0.40	0.14	0.43	0.85	0.79	0.73
Control Delay		16.7	34.5	4.7		39.5	25.5	6.6	53.5	93.0	58.4	98.1
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		16.7	34.5	4.7		39.5	25.5	6.6	53.5	93.0	58.4	98.1
Queue Length 50th (ft)		88	746	3		50	277	15	95	329	219	115
Queue Length 95th (ft)		140	881	34		#142	358	57	145	430	329	163
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		442	1998	929		178	1931	910	251	408	433	276
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.43	0.76	0.09		0.65	0.40	0.14	0.43	0.70	0.69	0.69

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 130
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	195	59
Future Volume (vph)	195	59
Lane Group Flow (vph)	203	61
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	50.0	50.0
Total Split (%)	27.8%	27.8%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.53	0.16
Control Delay	68.1	4.9
Queue Delay	0.0	0.0
Total Delay	68.1	4.9
Queue Length 50th (ft)	214	0
Queue Length 95th (ft)	293	22
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	460	453
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.44	0.13

Intersection Summary

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	14	170	1466	84	5	106	736	126	103	275	285	183
Future Volume (veh/h)	14	170	1466	84	5	106	736	126	103	275	285	183
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		177	1527	88		110	767	0	107	286	0	191
Peak Hour Factor		0.96	0.96	0.96		0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		468	2161	964		202	2105		230	313		230
Arrive On Green		0.05	0.61	0.61		0.04	0.59	0.00	0.05	0.17	0.00	0.07
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		177	1527	88		110	767	0	107	286	0	191
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		7.1	53.1	4.1		4.4	20.2	0.0	9.0	27.1	0.0	9.8
Cycle Q Clear(g_c), s		7.1	53.1	4.1		4.4	20.2	0.0	9.0	27.1	0.0	9.8
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		468	2161	964		202	2105		230	313		230
V/C Ratio(X)		0.38	0.71	0.09		0.55	0.36		0.47	0.91		0.83
Avail Cap(c_a), veh/h		520	2161	964		232	2105		230	410		278
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		14.2	24.2	14.6		24.1	19.1	0.0	59.0	73.7	0.0	83.0
Incr Delay (d2), s/veh		0.5	2.0	0.2		2.3	0.5	0.0	1.5	20.8	0.0	16.1
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		2.9	22.1	1.6		1.9	8.4	0.0	4.1	14.7	0.0	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		14.7	26.2	14.8		26.4	19.6	0.0	60.4	94.5	0.0	99.1
LnGrp LOS		B	C	B		C	B		E	F		F
Approach Vol, veh/h			1792				877			393		
Approach Delay, s/veh			24.5				20.4			85.2		
Approach LOS			C				C			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.8	112.1	15.0	38.1	11.9	115.0	17.5	35.6
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	14.5	89.5	9.5	44.5	9.5	94.5	14.5	39.5
Max Q Clear Time (g_c+I1), s	9.1	22.2	11.0	19.9	6.4	55.1	11.8	29.1
Green Ext Time (p_c), s	0.2	12.4	0.0	1.1	0.1	27.6	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	37.1
HCM 6th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.

Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	195	59
Future Volume (veh/h)	195	59
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	203	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	2
Cap, veh/h	339	
Arrive On Green	0.18	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	203	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	17.9	0.0
Cycle Q Clear(g_c), s	17.9	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	339	
V/C Ratio(X)	0.60	
Avail Cap(c_a), veh/h	462	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	67.7	0.0
Incr Delay (d2), s/veh	1.7	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.8	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	69.4	0.0
LnGrp LOS	E	
Approach Vol, veh/h	394	
Approach Delay, s/veh	83.8	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	5	0	0	18	12	624	36	0	354	10
Future Vol, veh/h	1	0	5	0	0	18	12	624	36	0	354	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	5	0	0	19	13	664	38	0	377	11

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1073	1073	383	-	-	664	388	0	-	-	-	0
Stage 1	383	383	-	-	-	-	-	-	-	-	-	-
Stage 2	690	690	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	198	220	664	0	0	461	1170	-	0	0	-	-
Stage 1	640	612	-	0	0	-	-	-	0	0	-	-
Stage 2	435	446	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	188	218	664	-	-	461	1170	-	-	-	-	-
Mov Cap-2 Maneuver	188	218	-	-	-	-	-	-	-	-	-	-
Stage 1	633	612	-	-	-	-	-	-	-	-	-	-
Stage 2	412	441	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	12.8	13.1	0.2	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	1170	-	467	461	-	-
HCM Lane V/C Ratio	0.011	-	0.014	0.042	-	-
HCM Control Delay (s)	8.1	-	12.8	13.1	-	-
HCM Lane LOS	A	-	B	B	-	-
HCM 95th %tile Q(veh)	0	-	0	0.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	55	0	8	1	680	502	57	270	0
Future Vol, veh/h	0	0	1	55	0	8	1	680	502	57	270	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	56	0	8	1	694	512	58	276	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	276	1088	1088	694	276	0	0	1206	0	0
Stage 1	-	-	-	696	696	-	-	-	-	-	-	-
Stage 2	-	-	-	392	392	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	763	193	216	443	1287	-	-	579	-	-
Stage 1	0	0	-	432	443	-	-	-	-	-	-	-
Stage 2	0	0	-	633	606	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	763	178	194	443	1287	-	-	579	-	-
Mov Cap-2 Maneuver	-	-	-	178	194	-	-	-	-	-	-	-
Stage 1	-	-	-	432	443	-	-	-	-	-	-	-
Stage 2	-	-	-	569	545	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.7	32.7	0	2.1
HCM LOS	A	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1287	-	-	763	193	579	-	-
HCM Lane V/C Ratio	0.001	-	-	0.001	0.333	0.1	-	-
HCM Control Delay (s)	7.8	-	-	9.7	32.7	11.9	-	-
HCM Lane LOS	A	-	-	A	D	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0	1.4	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1231	31	0	1732	0	53
Future Vol, veh/h	1231	31	0	1732	0	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1296	33	0	1823	0	56

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	648
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	413
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	413
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	15.1
HCM LOS			C

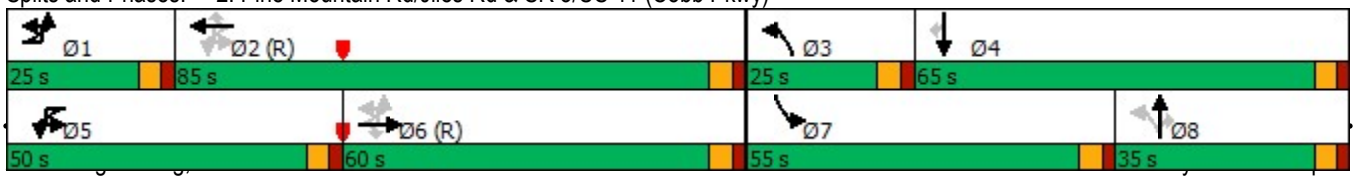
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	413	-	-
HCM Lane V/C Ratio	0.135	-	-
HCM Control Delay (s)	15.1	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.5	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	33	152	981	102	3	521	1497	225	150	257	124	235
Future Volume (vph)	33	152	981	102	3	521	1497	225	150	257	124	235
Lane Group Flow (vph)	0	193	1011	105	0	540	1543	232	155	265	128	242
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	25.0	25.0	60.0	60.0	50.0	50.0	85.0	85.0	25.0	35.0	35.0	55.0
Total Split (%)	12.5%	12.5%	30.0%	30.0%	25.0%	25.0%	42.5%	42.5%	12.5%	17.5%	17.5%	27.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.76	1.05	0.20		0.87	0.91	0.29	0.72	0.75	0.31	0.72
Control Delay		82.4	110.4	3.6		68.6	56.6	19.7	69.0	89.5	9.3	99.9
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		82.4	110.4	3.6		68.6	56.6	19.7	69.0	89.5	9.3	99.9
Queue Length 50th (ft)		196	~757	0		616	991	98	154	334	0	162
Queue Length 95th (ft)		291	#900	25		#972	#1335	192	205	432	56	211
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		256	964	528		621	1698	813	233	354	409	849
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.75	1.05	0.20		0.87	0.91	0.29	0.67	0.75	0.31	0.29

Intersection Summary

Cycle Length: 200
Actuated Cycle Length: 200
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	307	131
Future Volume (vph)	307	131
Lane Group Flow (vph)	316	135
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	65.0	65.0
Total Split (%)	32.5%	32.5%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.85	0.33
Control Delay	97.1	14.2
Queue Delay	0.0	0.0
Total Delay	97.1	14.2
Queue Length 50th (ft)	410	16
Queue Length 95th (ft)	503	79
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	554	555
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.57	0.24

Intersection Summary

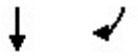
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	33	152	981	102	3	521	1497	225	150	257	124	235
Future Volume (veh/h)	33	152	981	102	3	521	1497	225	150	257	124	235
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		157	1011	105		537	1543	0	155	265	0	242
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		223	1428	637		515	1996		200	341		288
Arrive On Green		0.06	0.40	0.40		0.22	0.56	0.00	0.08	0.18	0.00	0.08
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		157	1011	105		537	1543	0	155	265	0	242
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		10.3	47.6	8.5		44.5	67.3	0.0	14.0	27.0	0.0	13.8
Cycle Q Clear(g_c), s		10.3	47.6	8.5		44.5	67.3	0.0	14.0	27.0	0.0	13.8
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		223	1428	637		515	1996		200	341		288
V/C Ratio(X)		0.70	0.71	0.16		1.04	0.77		0.77	0.78		0.84
Avail Cap(c_a), veh/h		285	1428	637		515	1996		230	341		855
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		37.3	50.0	38.3		53.1	34.0	0.0	62.5	77.9	0.0	90.4
Incr Delay (d2), s/veh		5.4	3.0	0.6		51.1	3.0	0.0	13.3	10.8	0.0	6.6
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		4.8	21.6	3.5		33.3	29.2	0.0	7.1	14.0	0.0	6.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		42.7	53.0	38.9		104.2	36.9	0.0	75.9	88.7	0.0	96.9
LnGrp LOS		D	D	D		F	D		E	F		F
Approach Vol, veh/h			1273				2080			420		
Approach Delay, s/veh			50.5				54.3			84.0		
Approach LOS			D				D			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.1	117.8	21.7	42.5	50.0	85.9	22.1	42.0
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	19.5	79.5	19.5	59.5	44.5	54.5	49.5	29.5
Max Q Clear Time (g_c+I1), s	12.3	69.3	16.0	35.1	46.5	49.6	15.8	29.0
Green Ext Time (p_c), s	0.2	8.8	0.1	1.8	0.0	3.8	0.8	0.1

Intersection Summary	
HCM 6th Ctrl Delay	61.3
HCM 6th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	307	131
Future Volume (veh/h)	307	131
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	316	0
Peak Hour Factor	0.97	0.97
Percent Heavy Veh, %	2	2
Cap, veh/h	346	
Arrive On Green	0.18	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	316	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	33.1	0.0
Cycle Q Clear(g_c), s	33.1	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	346	
V/C Ratio(X)	0.91	
Avail Cap(c_a), veh/h	556	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	80.0	0.0
Incr Delay (d2), s/veh	13.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.3	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	93.3	0.0
LnGrp LOS	F	
Approach Vol, veh/h	558	
Approach Delay, s/veh	94.9	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	36	0	31	0	0	59	15	358	25	0	759	6
Future Vol, veh/h	36	0	31	0	0	59	15	358	25	0	759	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	38	0	32	0	0	61	16	373	26	0	791	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1199	1199	794	-	-	373	797	0	-	-	-	0
Stage 1	794	794	-	-	-	-	-	-	-	-	-	-
Stage 2	405	405	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	162	185	388	0	0	673	825	-	0	0	-	-
Stage 1	381	400	-	0	0	-	-	-	0	0	-	-
Stage 2	622	598	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	145	181	388	-	-	673	825	-	-	-	-	-
Mov Cap-2 Maneuver	145	181	-	-	-	-	-	-	-	-	-	-
Stage 1	374	400	-	-	-	-	-	-	-	-	-	-
Stage 2	554	587	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	31.6	10.9	0.4	0
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	825	-	204	673	-	-
HCM Lane V/C Ratio	0.019	-	0.342	0.091	-	-
HCM Control Delay (s)	9.4	-	31.6	10.9	-	-
HCM Lane LOS	A	-	D	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1.4	0.3	-	-

Intersection	
Int Delay, s/veh	84

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	294	0	8	1	344	197	41	710	5
Future Vol, veh/h	0	0	1	294	0	8	1	344	197	41	710	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	300	0	8	1	351	201	42	724	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	724	1164	1166	351	729	0	0	552	0	0
Stage 1	-	-	-	353	353	-	-	-	-	-	-	-
Stage 2	-	-	-	811	813	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	426	~ 171	194	692	875	-	-	1018	-	-
Stage 1	0	0	-	664	631	-	-	-	-	-	-	-
Stage 2	0	0	-	373	392	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	426	~ 165	186	692	875	-	-	1018	-	-
Mov Cap-2 Maneuver	-	-	-	~ 165	186	-	-	-	-	-	-	-
Stage 1	-	-	-	663	630	-	-	-	-	-	-	-
Stage 2	-	-	-	357	376	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.5	$ 444.2	0	0.5
HCM LOS	B	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	875	-	-	426	168	1018	-	-
HCM Lane V/C Ratio	0.001	-	-	0.002	1.834	0.041	-	-
HCM Control Delay (s)	9.1	-	-	13.5	$ 444.2	8.7	-	-
HCM Lane LOS	A	-	-	B	F	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	22.6	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

FUTURE "NO-BUILD" INTERSECTION ANALYSIS

Intersection	
Int Delay, s/veh	0

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1832	9	0	883	0	4
Future Vol, veh/h	1832	9	0	883	0	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1970	10	0	949	0	4

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	985
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	247
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	247
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	19.8
HCM LOS			C

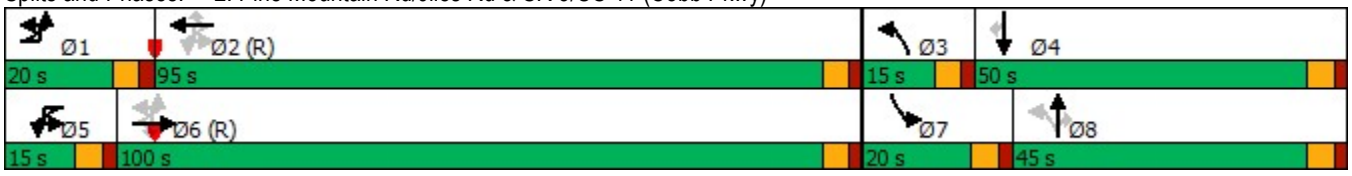
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	247	-	-
HCM Lane V/C Ratio	0.017	-	-
HCM Control Delay (s)	19.8	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.1	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	14	173	1495	86	5	108	751	129	105	281	291	187
Future Volume (vph)	14	173	1495	86	5	108	751	129	105	281	291	187
Lane Group Flow (vph)	0	195	1557	90	0	118	782	134	109	293	303	195
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	20.0	20.0	100.0	100.0	15.0	15.0	95.0	95.0	15.0	45.0	45.0	20.0
Total Split (%)	11.1%	11.1%	55.6%	55.6%	8.3%	8.3%	52.8%	52.8%	8.3%	25.0%	25.0%	11.1%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.46	0.79	0.10		0.69	0.41	0.15	0.43	0.85	0.80	0.74
Control Delay		17.2	36.2	4.9		46.7	26.0	6.8	53.5	93.5	60.1	99.0
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		17.2	36.2	4.9		46.7	26.0	6.8	53.5	93.5	60.1	99.0
Queue Length 50th (ft)		90	795	4		53	287	17	97	337	228	118
Queue Length 95th (ft)		141	911	36		#170	366	58	147	442	341	165
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		435	1976	920		172	1920	906	251	408	431	276
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.45	0.79	0.10		0.69	0.41	0.15	0.43	0.72	0.70	0.71

Intersection Summary

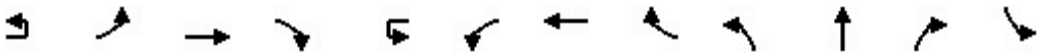
Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 130
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	199	60
Future Volume (vph)	199	60
Lane Group Flow (vph)	207	63
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	50.0	50.0
Total Split (%)	27.8%	27.8%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.54	0.16
Control Delay	67.8	5.3
Queue Delay	0.0	0.0
Total Delay	67.8	5.3
Queue Length 50th (ft)	218	0
Queue Length 95th (ft)	299	25
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	460	453
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.45	0.14

Intersection Summary



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	14	173	1495	86	5	108	751	129	105	281	291	187
Future Volume (veh/h)	14	173	1495	86	5	108	751	129	105	281	291	187
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		180	1557	90		112	782	0	109	293	0	195
Peak Hour Factor		0.96	0.96	0.96		0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		459	2141	955		194	2084		233	320		234
Arrive On Green		0.05	0.60	0.60		0.04	0.59	0.00	0.05	0.17	0.00	0.07
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		180	1557	90		112	782	0	109	293	0	195
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		7.3	55.8	4.3		4.6	21.0	0.0	9.1	27.7	0.0	10.0
Cycle Q Clear(g_c), s		7.3	55.8	4.3		4.6	21.0	0.0	9.1	27.7	0.0	10.0
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		459	2141	955		194	2084		233	320		234
V/C Ratio(X)		0.39	0.73	0.09		0.58	0.38		0.47	0.92		0.83
Avail Cap(c_a), veh/h		508	2141	955		223	2084		233	410		278
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		14.7	25.3	15.1		26.0	19.7	0.0	58.5	73.3	0.0	82.9
Incr Delay (d2), s/veh		0.5	2.2	0.2		2.7	0.5	0.0	1.5	21.6	0.0	16.8
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		3.0	23.3	1.6		2.1	8.7	0.0	4.2	15.2	0.0	5.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		15.2	27.5	15.3		28.7	20.3	0.0	60.0	94.9	0.0	99.7
LnGrp LOS		B	C	B		C	C		E	F		F
Approach Vol, veh/h			1827				894			402		
Approach Delay, s/veh			25.7				21.3			85.5		
Approach LOS			C				C			F		

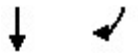
Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.0	111.0	15.0	39.0	12.1	114.0	17.7	36.3
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	14.5	89.5	9.5	44.5	9.5	94.5	14.5	39.5
Max Q Clear Time (g_c+I1), s	9.3	23.0	11.1	20.2	6.6	57.8	12.0	29.7
Green Ext Time (p_c), s	0.2	12.7	0.0	1.1	0.1	26.7	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	38.0
HCM 6th LOS	D

Notes

User approved ignoring U-Turning movement.

Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	199	60
Future Volume (veh/h)	199	60
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	207	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	2
Cap, veh/h	348	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	207	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	18.2	0.0
Cycle Q Clear(g_c), s	18.2	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	348	
V/C Ratio(X)	0.60	
Avail Cap(c_a), veh/h	462	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	67.1	0.0
Incr Delay (d2), s/veh	1.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.9	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	68.7	0.0
LnGrp LOS	E	
Approach Vol, veh/h	402	
Approach Delay, s/veh	83.7	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	0	5	0	0	18	12	636	37	0	361	10
Future Vol, veh/h	1	0	5	0	0	18	12	636	37	0	361	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	0	5	0	0	19	13	677	39	0	384	11

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1093	1093	390	-	-	677	395	0	-	-	-	0
Stage 1	390	390	-	-	-	-	-	-	-	-	-	-
Stage 2	703	703	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	192	214	658	0	0	453	1164	-	0	0	-	-
Stage 1	634	608	-	0	0	-	-	-	0	0	-	-
Stage 2	428	440	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	182	212	658	-	-	453	1164	-	-	-	-	-
Mov Cap-2 Maneuver	182	212	-	-	-	-	-	-	-	-	-	-
Stage 1	627	608	-	-	-	-	-	-	-	-	-	-
Stage 2	405	435	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13	13.3	0.2	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	1164	-	458	453	-	-
HCM Lane V/C Ratio	0.011	-	0.014	0.042	-	-
HCM Control Delay (s)	8.1	-	13	13.3	-	-
HCM Lane LOS	A	-	B	B	-	-
HCM 95th %tile Q(veh)	0	-	0	0.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	56	0	8	1	694	512	58	275	0
Future Vol, veh/h	0	0	1	56	0	8	1	694	512	58	275	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	57	0	8	1	708	522	59	281	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	281	1109	1109	708	281	0	0	1230	0	0
Stage 1	-	-	-	710	710	-	-	-	-	-	-	-
Stage 2	-	-	-	399	399	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	758	187	210	435	1282	-	-	567	-	-
Stage 1	0	0	-	424	437	-	-	-	-	-	-	-
Stage 2	0	0	-	627	602	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	758	172	188	435	1282	-	-	567	-	-
Mov Cap-2 Maneuver	-	-	-	172	188	-	-	-	-	-	-	-
Stage 1	-	-	-	424	437	-	-	-	-	-	-	-
Stage 2	-	-	-	561	539	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.8	34.5	0	2.1
HCM LOS	A	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1282	-	-	758	186	567	-	-
HCM Lane V/C Ratio	0.001	-	-	0.001	0.351	0.104	-	-
HCM Control Delay (s)	7.8	-	-	9.8	34.5	12.1	-	-
HCM Lane LOS	A	-	-	A	D	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0	1.5	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1256	32	0	1767	0	54
Future Vol, veh/h	1256	32	0	1767	0	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1322	34	0	1860	0	57

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	661
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	405
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	405
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	15.3
HCM LOS			C

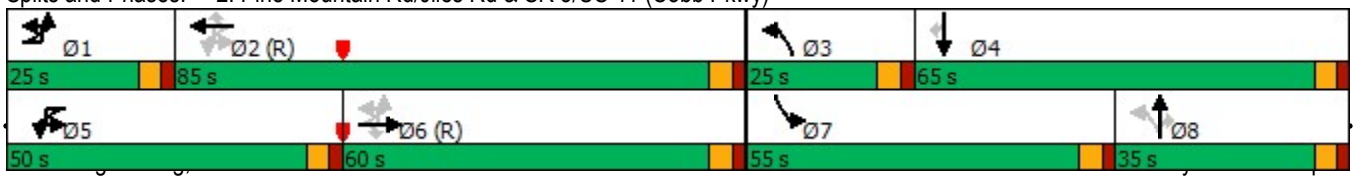
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	405	-	-
HCM Lane V/C Ratio	0.14	-	-
HCM Control Delay (s)	15.3	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.5	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	34	155	1001	104	3	531	1527	230	153	262	126	240
Future Volume (vph)	34	155	1001	104	3	531	1527	230	153	262	126	240
Lane Group Flow (vph)	0	197	1032	107	0	550	1574	237	158	270	130	247
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	25.0	25.0	60.0	60.0	50.0	50.0	85.0	85.0	25.0	35.0	35.0	55.0
Total Split (%)	12.5%	12.5%	30.0%	30.0%	25.0%	25.0%	42.5%	42.5%	12.5%	17.5%	17.5%	27.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.77	1.07	0.20		0.90	0.95	0.30	0.72	0.74	0.31	0.73
Control Delay		82.4	116.2	3.8		73.6	62.1	20.5	68.1	88.1	9.5	99.8
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		82.4	116.2	3.8		73.6	62.1	20.5	68.1	88.1	9.5	99.8
Queue Length 50th (ft)		200	~787	0		639	1042	104	157	341	0	165
Queue Length 95th (ft)		300	#928	27		#1013	#1379	198	207	439	59	214
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		259	964	528		608	1664	799	236	364	417	849
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.76	1.07	0.20		0.90	0.95	0.30	0.67	0.74	0.31	0.29

Intersection Summary

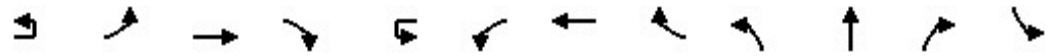
Cycle Length: 200
Actuated Cycle Length: 200
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	313	134
Future Volume (vph)	313	134
Lane Group Flow (vph)	323	138
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	65.0	65.0
Total Split (%)	32.5%	32.5%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.84	0.33
Control Delay	95.0	14.7
Queue Delay	0.0	0.0
Total Delay	95.0	14.7
Queue Length 50th (ft)	419	20
Queue Length 95th (ft)	511	83
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	554	555
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.58	0.25

Intersection Summary



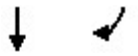
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	34	155	1001	104	3	531	1527	230	153	262	126	240
Future Volume (veh/h)	34	155	1001	104	3	531	1527	230	153	262	126	240
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		160	1032	107		547	1574	0	158	270	0	247
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		216	1411	629		507	1974		202	347		293
Arrive On Green		0.06	0.40	0.40		0.22	0.56	0.00	0.08	0.19	0.00	0.08
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		160	1032	107		547	1574	0	158	270	0	247
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		10.6	49.3	8.7		44.5	70.7	0.0	14.3	27.5	0.0	14.1
Cycle Q Clear(g_c), s		10.6	49.3	8.7		44.5	70.7	0.0	14.3	27.5	0.0	14.1
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		216	1411	629		507	1974		202	347		293
V/C Ratio(X)		0.74	0.73	0.17		1.08	0.80		0.78	0.78		0.84
Avail Cap(c_a), veh/h		275	1411	629		507	1974		230	347		855
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		39.4	51.2	39.0		54.6	35.5	0.0	62.1	77.5	0.0	90.2
Incr Delay (d2), s/veh		7.6	3.4	0.6		63.2	3.5	0.0	14.2	10.7	0.0	6.6
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		5.1	22.4	3.6		34.5	30.8	0.0	7.3	14.2	0.0	6.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		47.0	54.6	39.6		117.8	38.9	0.0	76.3	88.1	0.0	96.8
LnGrp LOS		D	D	D		F	D		E	F		F
Approach Vol, veh/h			1299				2121			428		
Approach Delay, s/veh			52.4				59.3			83.8		
Approach LOS			D				E			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.3	116.6	21.9	43.2	50.0	84.9	22.4	42.6
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	19.5	79.5	19.5	59.5	44.5	54.5	49.5	29.5
Max Q Clear Time (g_c+I1), s	12.6	72.7	16.3	35.9	46.5	51.3	16.1	29.5
Green Ext Time (p_c), s	0.2	6.1	0.1	1.8	0.0	2.5	0.9	0.0

Intersection Summary	
HCM 6th Ctrl Delay	64.2
HCM 6th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	313	134
Future Volume (veh/h)	313	134
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	323	0
Peak Hour Factor	0.97	0.97
Percent Heavy Veh, %	2	2
Cap, veh/h	353	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	323	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	33.9	0.0
Cycle Q Clear(g_c), s	33.9	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	353	
V/C Ratio(X)	0.92	
Avail Cap(c_a), veh/h	556	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	79.6	0.0
Incr Delay (d2), s/veh	13.9	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	17.7	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	93.5	0.0
LnGrp LOS	F	
Approach Vol, veh/h	570	
Approach Delay, s/veh	94.9	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	37	0	32	0	0	60	15	365	26	0	774	6
Future Vol, veh/h	37	0	32	0	0	60	15	365	26	0	774	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	0	33	0	0	63	16	380	27	0	806	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1221	1221	809	-	-	380	812	0	-	-	-	0
Stage 1	809	809	-	-	-	-	-	-	-	-	-	-
Stage 2	412	412	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	157	180	380	0	0	667	814	-	0	0	-	-
Stage 1	374	394	-	0	0	-	-	-	0	0	-	-
Stage 2	617	594	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	140	176	380	-	-	667	814	-	-	-	-	-
Mov Cap-2 Maneuver	140	176	-	-	-	-	-	-	-	-	-	-
Stage 1	367	394	-	-	-	-	-	-	-	-	-	-
Stage 2	548	582	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	33.2	11	0.4	0
HCM LOS	D	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	814	-	198	667	-	-
HCM Lane V/C Ratio	0.019	-	0.363	0.094	-	-
HCM Control Delay (s)	9.5	-	33.2	11	-	-
HCM Lane LOS	A	-	D	B	-	-
HCM 95th %tile Q(veh)	0.1	-	1.6	0.3	-	-

Intersection	
Int Delay, s/veh	93

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	300	0	8	1	351	201	42	724	5
Future Vol, veh/h	0	0	1	300	0	8	1	351	201	42	724	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	306	0	8	1	358	205	43	739	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	739	1188	1190	358	744	0	0	563	0	0
Stage 1	-	-	-	360	360	-	-	-	-	-	-	-
Stage 2	-	-	-	828	830	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	417	~ 165	188	686	864	-	-	1008	-	-
Stage 1	0	0	-	658	626	-	-	-	-	-	-	-
Stage 2	0	0	-	365	385	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	417	~ 159	180	686	864	-	-	1008	-	-
Mov Cap-2 Maneuver	-	-	-	~ 159	180	-	-	-	-	-	-	-
Stage 1	-	-	-	657	625	-	-	-	-	-	-	-
Stage 2	-	-	-	349	368	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.7	$ 492	0	0.5
HCM LOS	B	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	864	-	-	417	162	1008	-	-
HCM Lane V/C Ratio	0.001	-	-	0.002	1.94	0.043	-	-
HCM Control Delay (s)	9.2	-	-	13.7	$ 492	8.7	-	-
HCM Lane LOS	A	-	-	B	F	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	24	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

FUTURE "BUILD" INTERSECTION ANALYSIS

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1832	11	0	889	0	11
Future Vol, veh/h	1832	11	0	889	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1970	12	0	956	0	12

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	985
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	247
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	247
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	20.3
HCM LOS			C

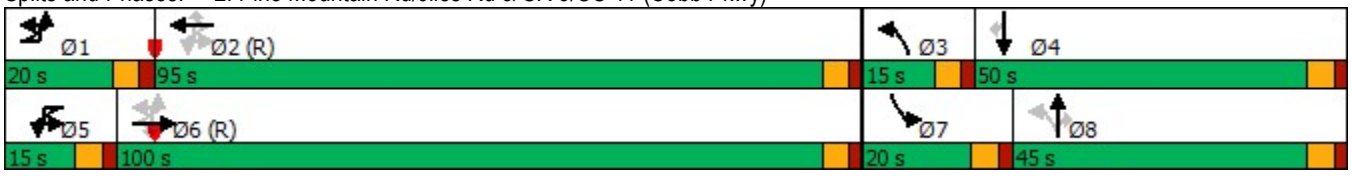
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	247	-	-
HCM Lane V/C Ratio	0.048	-	-
HCM Control Delay (s)	20.3	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.1	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	14	176	1499	86	5	110	751	129	111	284	292	187
Future Volume (vph)	14	176	1499	86	5	110	751	129	111	284	292	187
Lane Group Flow (vph)	0	198	1561	90	0	120	782	134	116	296	304	195
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	20.0	20.0	100.0	100.0	15.0	15.0	95.0	95.0	15.0	45.0	45.0	20.0
Total Split (%)	11.1%	11.1%	55.6%	55.6%	8.3%	8.3%	52.8%	52.8%	8.3%	25.0%	25.0%	11.1%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.47	0.79	0.10		0.71	0.41	0.15	0.46	0.86	0.80	0.74
Control Delay		17.5	36.7	4.9		49.5	26.2	6.8	54.5	93.7	60.1	99.0
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		17.5	36.7	4.9		49.5	26.2	6.8	54.5	93.7	60.1	99.0
Queue Length 50th (ft)		92	807	4		59	288	17	103	341	229	118
Queue Length 95th (ft)		144	916	36		#183	366	58	155	448	342	165
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		433	1967	916		171	1914	904	251	408	431	276
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.46	0.79	0.10		0.70	0.41	0.15	0.46	0.73	0.71	0.71

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 130
Control Type: Actuated-Coordinated
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	201	60
Future Volume (vph)	201	60
Lane Group Flow (vph)	209	63
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	50.0	50.0
Total Split (%)	27.8%	27.8%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.54	0.16
Control Delay	67.7	5.3
Queue Delay	0.0	0.0
Total Delay	67.7	5.3
Queue Length 50th (ft)	220	0
Queue Length 95th (ft)	301	25
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	460	453
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.45	0.14

Intersection Summary

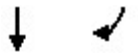
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	14	176	1499	86	5	110	751	129	111	284	292	187
Future Volume (veh/h)	14	176	1499	86	5	110	751	129	111	284	292	187
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		183	1561	90		115	782	0	116	296	0	195
Peak Hour Factor		0.96	0.96	0.96		0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		458	2133	951		194	2075		234	323		234
Arrive On Green		0.05	0.60	0.60		0.04	0.58	0.00	0.05	0.17	0.00	0.07
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		183	1561	90		115	782	0	116	296	0	195
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		7.5	56.4	4.3		4.7	21.1	0.0	9.5	28.0	0.0	10.0
Cycle Q Clear(g_c), s		7.5	56.4	4.3		4.7	21.1	0.0	9.5	28.0	0.0	10.0
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		458	2133	951		194	2075		234	323		234
V/C Ratio(X)		0.40	0.73	0.09		0.59	0.38		0.50	0.92		0.83
Avail Cap(c_a), veh/h		506	2133	951		221	2075		234	410		278
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		14.9	25.7	15.3		26.6	20.0	0.0	58.8	73.2	0.0	82.9
Incr Delay (d2), s/veh		0.6	2.3	0.2		3.3	0.5	0.0	1.6	21.9	0.0	16.8
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		3.0	23.5	1.6		2.3	8.8	0.0	4.5	15.3	0.0	5.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		15.4	27.9	15.5		29.9	20.5	0.0	60.5	95.1	0.0	99.7
LnGrp LOS		B	C	B		C	C		E	F		F
Approach Vol, veh/h			1834				897			412		
Approach Delay, s/veh			26.1				21.7			85.4		
Approach LOS			C				C			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.2	110.6	15.0	39.2	12.2	113.5	17.7	36.6
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	14.5	89.5	9.5	44.5	9.5	94.5	14.5	39.5
Max Q Clear Time (g_c+I1), s	9.5	23.1	11.5	20.4	6.7	58.4	12.0	30.0
Green Ext Time (p_c), s	0.2	12.7	0.0	1.1	0.1	26.5	0.1	1.1

Intersection Summary	
HCM 6th Ctrl Delay	38.4
HCM 6th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	201	60
Future Volume (veh/h)	201	60
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	209	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	2
Cap, veh/h	351	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	209	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	18.4	0.0
Cycle Q Clear(g_c), s	18.4	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	351	
V/C Ratio(X)	0.60	
Avail Cap(c_a), veh/h	462	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	66.9	0.0
Incr Delay (d2), s/veh	1.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.0	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	68.5	0.0
LnGrp LOS	E	
Approach Vol, veh/h	404	
Approach Delay, s/veh	83.6	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	0	16	0	0	18	15	636	37	0	361	14
Future Vol, veh/h	11	0	16	0	0	18	15	636	37	0	361	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	0	17	0	0	19	16	677	39	0	384	15

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1101	1101	392	-	-	677	399	0	-	-	-	0
Stage 1	392	392	-	-	-	-	-	-	-	-	-	-
Stage 2	709	709	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	189	212	657	0	0	453	1160	-	0	0	-	-
Stage 1	633	606	-	0	0	-	-	-	0	0	-	-
Stage 2	425	437	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	179	209	657	-	-	453	1160	-	-	-	-	-
Mov Cap-2 Maneuver	179	209	-	-	-	-	-	-	-	-	-	-
Stage 1	624	606	-	-	-	-	-	-	-	-	-	-
Stage 2	401	431	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	17.6	13.3	0.2	0
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	1160	-	315	453	-	-
HCM Lane V/C Ratio	0.014	-	0.091	0.042	-	-
HCM Control Delay (s)	8.1	-	17.6	13.3	-	-
HCM Lane LOS	A	-	C	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	0.1	-	-

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	56	0	9	1	696	512	64	281	0
Future Vol, veh/h	0	0	1	56	0	9	1	696	512	64	281	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	57	0	9	1	710	522	65	287	0

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	287	1129	1129	710	287	0	0	1232	0	0
Stage 1	-	-	-	712	712	-	-	-	-	-	-	-
Stage 2	-	-	-	417	417	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	752	181	204	434	1275	-	-	566	-	-
Stage 1	0	0	-	423	436	-	-	-	-	-	-	-
Stage 2	0	0	-	613	591	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	752	165	180	434	1275	-	-	566	-	-
Mov Cap-2 Maneuver	-	-	-	165	180	-	-	-	-	-	-	-
Stage 1	-	-	-	423	436	-	-	-	-	-	-	-
Stage 2	-	-	-	542	523	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.8	36.2	0	2.3
HCM LOS	A	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1275	-	-	752	180	566	-	-
HCM Lane V/C Ratio	0.001	-	-	0.001	0.368	0.115	-	-
HCM Control Delay (s)	7.8	-	-	9.8	36.2	12.2	-	-
HCM Lane LOS	A	-	-	A	E	B	-	-
HCM 95th %tile Q(veh)	0	-	-	0	1.6	0.4	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1256	37	0	1771	0	59
Future Vol, veh/h	1256	37	0	1771	0	59
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	Free	-	None	-	Yield
Storage Length	-	210	-	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1322	39	0	1864	0	62

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	-	-	-	-	661
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.32
Pot Cap-1 Maneuver	-	0	0	-	0	405
Stage 1	-	0	0	-	0	-
Stage 2	-	0	0	-	0	-
Platoon blocked, %	-			-		
Mov Cap-1 Maneuver	-	-	-	-	-	405
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0	15.5
HCM LOS			C

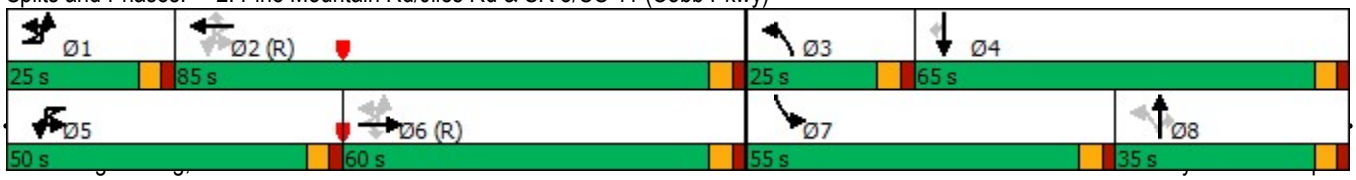
Minor Lane/Major Mvmt	NBLn1	EBT	WBT
Capacity (veh/h)	405	-	-
HCM Lane V/C Ratio	0.153	-	-
HCM Control Delay (s)	15.5	-	-
HCM Lane LOS	C	-	-
HCM 95th %tile Q(veh)	0.5	-	-

Lane Group	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (vph)	34	157	1004	104	3	536	1527	230	157	264	127	240
Future Volume (vph)	34	157	1004	104	3	536	1527	230	157	264	127	240
Lane Group Flow (vph)	0	199	1035	107	0	556	1574	237	162	272	131	247
Turn Type	pm+pt	pm+pt	NA	Perm	pm+pt	pm+pt	NA	Perm	pm+pt	NA	Perm	Prot
Protected Phases	1	1	6		5	5	2		3	8		7
Permitted Phases	6	6		6	2	2		2	8		8	
Detector Phase	1	1	6	6	5	5	2	2	3	8	8	7
Switch Phase												
Minimum Initial (s)	4.0	4.0	15.0	15.0	4.0	4.0	15.0	15.0	4.0	6.0	6.0	4.0
Minimum Split (s)	15.0	15.0	25.5	25.5	15.0	15.0	25.5	25.5	15.0	40.5	40.5	15.0
Total Split (s)	25.0	25.0	60.0	60.0	50.0	50.0	85.0	85.0	25.0	35.0	35.0	55.0
Total Split (%)	12.5%	12.5%	30.0%	30.0%	25.0%	25.0%	42.5%	42.5%	12.5%	17.5%	17.5%	27.5%
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.5	5.5	5.5		5.5	5.5	5.5	5.5	5.5	5.5	5.5
Lead/Lag	Lead	Lead	Lag	Lag	Lead	Lead	Lag	Lag	Lead	Lag	Lag	Lead
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	None	C-Min	C-Min	None	None	C-Min	C-Min	None	None	None	None
v/c Ratio		0.77	1.07	0.20		0.92	0.96	0.30	0.73	0.73	0.31	0.73
Control Delay		82.2	117.1	3.8		76.9	64.3	20.8	68.6	86.8	9.5	99.8
Queue Delay		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		82.2	117.1	3.8		76.9	64.3	20.8	68.6	86.8	9.5	99.8
Queue Length 50th (ft)		203	~792	0		656	1057	106	160	342	0	165
Queue Length 95th (ft)		303	#934	27		#1037	#1379	198	211	439	60	214
Internal Link Dist (ft)			435				711			257		
Turn Bay Length (ft)		395		335		300		175				400
Base Capacity (vph)		260	964	528		602	1646	792	236	371	422	849
Starvation Cap Reductn		0	0	0		0	0	0	0	0	0	0
Spillback Cap Reductn		0	0	0		0	0	0	0	0	0	0
Storage Cap Reductn		0	0	0		0	0	0	0	0	0	0
Reduced v/c Ratio		0.77	1.07	0.20		0.92	0.96	0.30	0.69	0.73	0.31	0.29

Intersection Summary

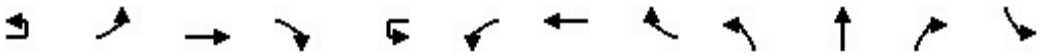
Cycle Length: 200
Actuated Cycle Length: 200
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green
Natural Cycle: 150
Control Type: Actuated-Coordinated
~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 2: Pine Mountain Rd/Jiles Rd & SR 3/US 41 (Cobb Pkwy)



Lane Group	SBT	SBR
Lane Configurations		
Traffic Volume (vph)	318	134
Future Volume (vph)	318	134
Lane Group Flow (vph)	328	138
Turn Type	NA	Perm
Protected Phases	4	
Permitted Phases		4
Detector Phase	4	4
Switch Phase		
Minimum Initial (s)	6.0	6.0
Minimum Split (s)	40.5	40.5
Total Split (s)	65.0	65.0
Total Split (%)	32.5%	32.5%
Yellow Time (s)	3.5	3.5
All-Red Time (s)	2.0	2.0
Lost Time Adjust (s)	0.0	0.0
Total Lost Time (s)	5.5	5.5
Lead/Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes
Recall Mode	None	None
v/c Ratio	0.84	0.32
Control Delay	94.6	14.8
Queue Delay	0.0	0.0
Total Delay	94.6	14.8
Queue Length 50th (ft)	425	21
Queue Length 95th (ft)	518	84
Internal Link Dist (ft)	593	
Turn Bay Length (ft)		
Base Capacity (vph)	554	554
Starvation Cap Reductn	0	0
Spillback Cap Reductn	0	0
Storage Cap Reductn	0	0
Reduced v/c Ratio	0.59	0.25

Intersection Summary



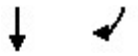
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations												
Traffic Volume (veh/h)	34	157	1004	104	3	536	1527	230	157	264	127	240
Future Volume (veh/h)	34	157	1004	104	3	536	1527	230	157	264	127	240
Initial Q (Qb), veh		0	0	0		0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Parking Bus, Adj		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach			No				No			No		
Adj Sat Flow, veh/h/ln		1870	1870	1870		1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h		162	1035	107		553	1574	0	162	272	0	247
Peak Hour Factor		0.97	0.97	0.97		0.97	0.97	0.97	0.97	0.97	0.97	0.97
Percent Heavy Veh, %		2	2	2		2	2	2	2	2	2	2
Cap, veh/h		215	1396	623		503	1955		205	355		293
Arrive On Green		0.07	0.39	0.39		0.22	0.55	0.00	0.08	0.19	0.00	0.08
Sat Flow, veh/h		1781	3554	1585		1781	3554	1585	1781	1870	1585	3456
Grp Volume(v), veh/h		162	1035	107		553	1574	0	162	272	0	247
Grp Sat Flow(s),veh/h/ln		1781	1777	1585		1781	1777	1585	1781	1870	1585	1728
Q Serve(g_s), s		10.8	49.9	8.8		44.5	71.5	0.0	14.5	27.6	0.0	14.1
Cycle Q Clear(g_c), s		10.8	49.9	8.8		44.5	71.5	0.0	14.5	27.6	0.0	14.1
Prop In Lane		1.00		1.00		1.00		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h		215	1396	623		503	1955		205	355		293
V/C Ratio(X)		0.75	0.74	0.17		1.10	0.80		0.79	0.77		0.84
Avail Cap(c_a), veh/h		272	1396	623		503	1955		230	355		855
HCM Platoon Ratio		1.00	1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)		1.00	1.00	1.00		1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh		40.3	52.0	39.5		55.1	36.3	0.0	61.5	76.8	0.0	90.2
Incr Delay (d2), s/veh		8.7	3.6	0.6		70.0	3.6	0.0	15.4	9.6	0.0	6.6
Initial Q Delay(d3),s/veh		0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln		5.2	22.7	3.6		35.2	31.3	0.0	7.5	14.2	0.0	6.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh		48.9	55.6	40.1		125.1	40.0	0.0	76.9	86.4	0.0	96.8
LnGrp LOS		D	E	D		F	D		E	F		F
Approach Vol, veh/h			1304				2127			434		
Approach Delay, s/veh			53.5				62.1			82.9		
Approach LOS			D				E			F		

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	18.5	115.5	22.2	43.8	50.0	84.1	22.4	43.5
Change Period (Y+Rc), s	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Max Green Setting (Gmax), s	19.5	79.5	19.5	59.5	44.5	54.5	49.5	29.5
Max Q Clear Time (g_c+I1), s	12.8	73.5	16.5	36.4	46.5	51.9	16.1	29.6
Green Ext Time (p_c), s	0.2	5.4	0.1	1.9	0.0	2.1	0.9	0.0

Intersection Summary	
HCM 6th Ctrl Delay	65.9
HCM 6th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.
User approved ignoring U-Turning movement.
Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.



Movement	SBT	SBR
Lane Configurations		
Traffic Volume (veh/h)	318	134
Future Volume (veh/h)	318	134
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1870
Adj Flow Rate, veh/h	328	0
Peak Hour Factor	0.97	0.97
Percent Heavy Veh, %	2	2
Cap, veh/h	358	
Arrive On Green	0.19	0.00
Sat Flow, veh/h	1870	1585
Grp Volume(v), veh/h	328	0
Grp Sat Flow(s),veh/h/ln	1870	1585
Q Serve(g_s), s	34.4	0.0
Cycle Q Clear(g_c), s	34.4	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	358	
V/C Ratio(X)	0.92	
Avail Cap(c_a), veh/h	556	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	79.3	0.0
Incr Delay (d2), s/veh	14.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(50%),veh/ln	18.1	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	93.6	0.0
LnGrp LOS	F	
Approach Vol, veh/h	575	
Approach Delay, s/veh	95.0	
Approach LOS	F	
Timer - Assigned Phs		

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	44	0	39	0	0	60	24	365	26	0	774	16
Future Vol, veh/h	44	0	39	0	0	60	24	365	26	0	774	16
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	Yield	-	-	Free	-	-	None
Storage Length	-	-	-	-	-	0	60	-	180	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	46	0	41	0	0	63	25	380	27	0	806	17

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1245	1245	815	-	-	380	823	0	-	-	-	0
Stage 1	815	815	-	-	-	-	-	-	-	-	-	-
Stage 2	430	430	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	-	-	6.22	4.12	-	-	-	-	-
Critical Hdwy Stg 1	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	-	-	3.318	2.218	-	-	-	-	-
Pot Cap-1 Maneuver	151	174	377	0	0	667	807	-	0	0	-	-
Stage 1	371	391	-	0	0	-	-	-	0	0	-	-
Stage 2	603	583	-	0	0	-	-	-	0	0	-	-
Platoon blocked, %								-			-	-
Mov Cap-1 Maneuver	134	169	377	-	-	667	807	-	-	-	-	-
Mov Cap-2 Maneuver	134	169	-	-	-	-	-	-	-	-	-	-
Stage 1	359	391	-	-	-	-	-	-	-	-	-	-
Stage 2	530	565	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	38.3	11	0.6	0
HCM LOS	E	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	WBLn1	SBT	SBR
Capacity (veh/h)	807	-	192	667	-	-
HCM Lane V/C Ratio	0.031	-	0.45	0.094	-	-
HCM Control Delay (s)	9.6	-	38.3	11	-	-
HCM Lane LOS	A	-	E	B	-	-
HCM 95th %tile Q(veh)	0.1	-	2.1	0.3	-	-

Intersection	
Int Delay, s/veh	98.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	1	300	0	13	1	355	201	46	727	5
Future Vol, veh/h	0	0	1	300	0	13	1	355	201	46	727	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Yield	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	-	50	-	180	185	-	60
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	1	306	0	13	1	362	205	47	742	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	742	1203	1205	362	747	0	0	567	0	0
Stage 1	-	-	-	364	364	-	-	-	-	-	-	-
Stage 2	-	-	-	839	841	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	0	0	416	~ 161	184	683	861	-	-	1005	-	-
Stage 1	0	0	-	655	624	-	-	-	-	-	-	-
Stage 2	0	0	-	360	380	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	416	~ 155	175	683	861	-	-	1005	-	-
Mov Cap-2 Maneuver	-	-	-	~ 155	175	-	-	-	-	-	-	-
Stage 1	-	-	-	654	623	-	-	-	-	-	-	-
Stage 2	-	-	-	342	362	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.7	$ 517.1	0	0.5
HCM LOS	B	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	861	-	-	416	160	1005	-	-
HCM Lane V/C Ratio	0.001	-	-	0.002	1.996	0.047	-	-
HCM Control Delay (s)	9.2	-	-	13.7	$ 517.1	8.8	-	-
HCM Lane LOS	A	-	-	B	F	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0	24.8	0.1	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

TRAFFIC VOLUME WORKSHEETS

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS
Traffic Volumes

A&R Engineering
December 2025

1.Cobb Pkwy@ King Crossing Drwy

A.M. Peak Hour

	King Crossing II Driveway (RIRO)/ Site Driveway 1 Northbound					- Southbound					SR 3/US 41 (Cobb Parkway) Eastbound					SR 3/US 41 (Cobb Parkway) Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	0	4	4	0	0	0	0	0	0	0	1796	9	1805	0	0	866	0	866
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	0	4	4	0	0	0	0	0	0	0	1832	9	1841	0	0	883	0	883
Total New Trips:	0	0	0	7	7	0	0	0	0	0	0	0	0	2	2	0	0	6	0	6
Future 2027 Traffic Volumes:	0	0	0	11	11	0	0	0	0	0	0	0	1832	11	1843	0	0	889	0	889

P.M. Peak Hour

	King Crossing II Driveway (RIRO)/ Site Driveway 1 Northbound					- Southbound					SR 3/US 41 (Cobb Parkway) Eastbound					SR 3/US 41 (Cobb Parkway) Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	0	53	53	0	0	0	0	0	0	0	1231	31	1262	0	0	1732	0	1732
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	0	54	54	0	0	0	0	0	0	0	1256	32	1288	0	0	1767	0	1767
Total New Trips:	0	0	0	5	5	0	0	0	0	0	0	0	0	5	5	0	0	4	0	4
Future 2027 Traffic Volumes:	0	0	0	59	59	0	0	0	0	0	0	0	1256	37	1293	0	0	1771	0	1771

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS
Traffic Volumes

A&R Engineering
December 2025

2.Cobb Pkwy@ Jiles-Pine Mtn Rd

A.M. Peak Hour

	Pine Mountain Road Northbound					Jiles Road Southbound					SR 3/US 41 (Cobb Parkway) Eastbound					SR 3/US 41 (Cobb Parkway) Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	103	275	285	663	0	183	195	59	437	14	170	1466	84	1734	5	106	736	126	973
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	105	281	291	677	0	187	199	60	446	14	173	1495	86	1768	5	108	751	129	993
Total New Trips:	0	6	3	1	10	0	0	2	0	2	0	3	4	0	7	0	2	0	0	2
Future 2027 Traffic Volumes:	0	111	284	292	687	0	187	201	60	448	14	176	1499	86	1775	5	110	751	129	995

P.M. Peak Hour

	Pine Mountain Road Northbound					Jiles Road Southbound					SR 3/US 41 (Cobb Parkway) Eastbound					SR 3/US 41 (Cobb Parkway) Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	150	257	124	531	0	235	307	131	673	33	152	981	102	1268	3	521	1497	225	2246
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	153	262	126	541	0	240	313	134	687	34	155	1001	104	1294	3	531	1527	230	2291
Total New Trips:	0	4	2	1	7	0	0	5	0	5	0	2	3	0	5	0	5	0	0	5
Future 2027 Traffic Volumes:	0	157	264	127	548	0	240	318	134	692	34	157	1004	104	1299	3	536	1527	230	2296

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS
Traffic Volumes

A&R Engineering
December 2025

3.Pine Mtn Rd@Medical Ctr Drwy

A.M. Peak Hour

	Pine Mountain Road Northbound					Pine Mountain Road Southbound					Cedar Creek Professional Center Driveway/ Site Driveway 2 Eastbound					Pine Mountain Medical Center Driveway Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	12	624	36	672	0	0	354	10	364	0	1	0	5	6	0	0	0	18	18
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	12	636	37	685	0	0	361	10	371	0	1	0	5	6	0	0	0	18	18
Total New Trips:	0	3	0	0	3	0	0	0	4	4	0	10	0	11	21	0	0	0	0	0
Future 2027 Traffic Volumes:	0	15	636	37	688	0	0	361	14	375	0	11	0	16	27	0	0	0	18	18

P.M. Peak Hour

	Pine Mountain Road Northbound					Pine Mountain Road Southbound					Cedar Creek Professional Center Driveway/ Eastbound					Pine Mountain Medical Center Driveway Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	15	358	25	398	0	0	759	6	765	0	36	0	31	67	0	0	0	59	59
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	15	365	26	406	0	0	774	6	780	0	37	0	32	69	0	0	0	60	60
Total New Trips:	0	9	0	0	9	0	0	0	10	10	0	7	0	7	14	0	0	0	0	0
Future 2027 Traffic Volumes:	0	24	365	26	415	0	0	774	16	790	0	44	0	39	83	0	0	0	60	60

25-214 6095 Pine Mountain Road Residential Development – Kennesaw, GA - TIS
Traffic Volumes

A&R Engineering
December 2025

4.Pine Mtn Rd@Pine Mtn Way

A.M. Peak Hour

	Pine Mountain Road Northbound					Pine Mountain Road Southbound					Suffah Mosque North Driveway Eastbound					Pine Mountain Way Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	680	502	1182	0	57	270	0	327	0	0	0	1	1	0	55	0	8	63
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	694	512	1206	0	58	275	0	333	0	0	0	1	1	0	56	0	8	64
Total New Trips:	0	0	2	0	2	0	6	6	0	12	0	0	0	0	0	0	0	0	1	1
Future 2027 Traffic Volumes:	0	0	696	512	1208	0	64	281	0	345	0	0	0	1	1	0	56	0	9	65

P.M. Peak Hour

	Pine Mountain Road Northbound					Pine Mountain Road Southbound					Suffah Mosque North Driveway Eastbound					Pine Mountain Way Westbound				
Condition	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot	U	L	T	R	Tot
Existing 2025 Traffic Counts:	0	0	344	197	541	0	41	710	5	756	0	0	0	0	0	0	294	0	8	302
Growth Factor (%):	1	1	1	1		1	1	1	1		1	1	1	1		1	1	1	1	
No-Build 2027 Volumes:	0	0	351	201	552	0	42	724	5	771	0	0	0	0	0	0	300	0	8	308
Total New Trips:	0	0	4	0	4	0	4	3	0	7	0	0	0	0	0	0	0	0	5	5
Future 2027 Traffic Volumes:	0	0	355	201	556	0	46	727	5	778	0	0	0	0	0	0	300	0	13	313

ROZEN, ROZEN & REILLY, LLP
248 Roswell Street, SE
Marietta, Georgia 30060
(770) 427-7004 (T)
(770) 426-9584 (F)

ROGER J. ROZEN
rjrozen@rozenandrozen.com
ADAM J. ROZEN
ajrozen@rozenandrozen.com
JEFFREY M. REILLY, JR.
jreilly@rozenandrozen.com

Injury, Land Use,
Criminal Defense,
Domestic
& Business

December 31, 2025

VIA EMAIL: ccampbell@kennesaw-ga.gov

Ms. Chanelle Campbell
Director of Planning & Zoning
City of Kennesaw

Re: Rezoning Application of DRB Group Georgia, LLC, 6095 Pine Mountain Road
RZ2025-03

Dear Darryl:

This firm represents DRB Group Georgia, LLC ("DRB") as it relates to its Rezoning Application known as RZ2025-03 regarding the above-captioned property. We are requesting that the application be tabled from the January hearing dates until the February hearing dates to allow additional time for the Applicant to continue working with the City and community. Thank you.

Sincerely,

ROZEN, ROZEN & REILLY, LLP

/s/ Adam J. Rozen

Adam J. Rozen
ajrozen@rozenandrozen.com

AJR/srb

Stephen T. Snow, Esq.
Partner

DD: 404.671.3107
SSnow@bsllaw.net

January 16, 2026

Via E-Mail
CCampbell@kennesaw-ga.gov

City of Kennesaw Planning and Zoning
c/o Chanelle Campbell, Director
3080 Moon Station Road
Kennesaw, GA 30144

RE: Cedar Creek Professional Office Association, Inc.'s Opposition to Rezoning Application #RZ2025-3 for 6095 Pine Mountain Road, Kennesaw, GA 30152

Dear Ms. Campbell,

This law firm and the undersigned represent Cedar Creek Professional Office Association, Inc. ("CCPOA"). Since May 17, 2010, CCPOA has owned the common area of the Cedar Creek Professional Center located at 6095 Pine Mountain Road, Kennesaw, GA 30152. (**Exhibit 1**). CCPOA submits this letter to formally express its opposition to Rezoning Application #RZ2025-3 submitted by DRB Group Georgia, LLC for the purpose of constructing an 89-unit townhome community on the property owned by AP Real Estate Georgia, LLC, situated immediately adjacent to the Cedar Creek Professional Center.

The City of Kennesaw recently updated and approved its Future Land Use Map in 2023. (**Exhibit 2**). The proposed townhome development contradicts the Community Activity Center designation established by the City less than three (3) years ago, and it is not in harmony with the single-family detached homes situated adjacent to the property. The proposed townhome development also violates no less than five (5) of the express stipulations set forth in City of Kennesaw Ordinance No. 2006-20, 2006 (the "Ordinance," (**Exhibit 3**)). The Ordinance contains multiple stipulations that specifically apply to and restrict the manner in which DRB may develop the subject property. DRB's proposed townhome development cannot be constructed as shown on the plans submitted by DRB because it would violate the express zoning requirements set forth in Ordinance 2006-20.

The ~2.84-acre parcel on which CCPOA's property and Building 100 lie was originally part of a larger ~11.7-acre development project involving three (3) small office buildings. In 2006, as part of its acquisition of the ~11.7 acres from King's Crossing Management, LLC (**Exhibit 4**), Pebblebrook Development, LLC rezoned (#RZ2006-11) the ~2.84-acre parcel from GC (General Commercial) and R-20 to match the HGB (Highway General Business) zoning designation that

already existed for the other ~8.83 acres "for the purpose of a general business/office development" encompassing all ~11.7 acres "with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006." (Ordinance, Stipulation #2; see also Rezoning Drawing (**Exhibit 5**)). As noted throughout the Ordinance, the "proposed development" referred to "a general business/office development" including "all proposed office buildings" located not only on the rezoned ~2.84-acre parcel, but also on the adjoining ~8.83-acre property. (See e.g. Ordinance, Stipulation #2, #4, #5, #6, #7, #8, #11, #14, and #15).

The City approved Pebblebrook's rezoning application following extensive negotiations with adjacent property owners and residents, which resulted in numerous stipulations being imposed upon the proposed development on the subject property "and the adjacent property also to be developed," referring to the ~8.83 acres on which Pebblebrook intended to construct Buildings 200 and 300, and on which DRB now seeks to construct 89 townhomes. (See Kennesaw Planning Commission meeting minutes for July, 10, 2006 (**Exhibit 6**); Mayor and Council meeting minutes for September 5, 2006 (**Exhibit 7**); Mayor and Council Agenda Packet for September 5, 2006 (**Exhibit 8**)).The Ordinance's zoning stipulations specifically reference "the proposed buildings, both within the Subject Property and on adjoining property, which will be part of the proposed development." (Ordinance, Stipulation #7).

As depicted on its rezoning application materials, DRB's proposed 89-unit townhome development would violate at least the following five (5) zoning stipulations set forth in the Ordinance:

Stipulation #4:

Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials.

The 89 townhomes proposed by DRB are not consistent with the three (3) small office buildings shown on the development plan that Pebblebrook submitted to the City during the zoning process. Not only does DRB intend to change the entire character of the proposed development from three (3) office buildings to 89 townhomes, but the proposed townhomes do not comply with any of the Ordinance's exterior elevation requirements. The elevation details submitted by DRB indicate the townhomes will consist of lapped panel siding and board and

batten siding, not brick, stone, stacked stone, stucco, and other masonry materials as required by the ordinance. As such, the proposed development is in direct violation of this stipulation.

Stipulation #6:

Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process.

According to the materials submitted by DRB, the proposed townhome development would only have a 20-foot landscape strip on the southern boundary. This is only half of the minimum 40-foot landscape buffer required by the Ordinance. Moreover, the site plan submitted by Pebblebrook for the original zoning, with which the "proposed development shall be consistent" (Ordinance, Stipulation #4 and #11), provided for a 35-foot rear setback for the buildings, compared to the only 25-foot setback specified for DRB's proposed townhomes. Because the townhomes lack the minimum required landscaped buffer and the minimum required setback, the proposed development is in violation of this stipulation.

Stipulation #11:

Applicant agrees that the future development shall be consistent with the general layout and design as shown and reflected on the submitted site plan.

As noted above, the Ordinance provides that the adjoining property "will be part of the proposed development" (Stipulation #7). The "future development" in this stipulation references Buildings 200 and 300, identified as Tract 2 on the Rezoning Drawing submitted by Pebblebrook and relied upon by the City, Pebblebrook, and the local residents as the basis for the prior zoning approval. (**Exhibit 5**). The 89 townhomes proposed by DRB are in no way consistent with what is shown on the Rezoning Drawing. As such, the proposed development is in violation of this stipulation.

Stipulation #13:

Applicant agrees to coordinate and seek approval from the City of Kennesaw on final layout of access drive to the proposed development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.

As noted in this stipulation, traffic congestion on Pine Mountain Road was already a concern for the City and the local businesses and residents when the zoning Ordinance was passed back in 2006. The proposed development consisting of 89 townhomes is contrary to the City's directive to reduce stacking and promote better traffic flow to and from Pine Mountain Road.

DRB's site plan shows two (2) points of ingress/egress. The first is to Hwy 41 (Cobb Parkway) to the north via King Crossing Court. The second is to Pine Mountain Road to the east via the unnamed private drive serving the CCPOA property. As part of its zoning application, DRB submitted a Traffic Impact Study[1] which relied upon the assumption that the future townhome residents would have two (2) points of ingress/egress. However, in a meeting with the City and CCPOA on January 12, 2026, DRB represented to the City and to CCPOA that it is "landlocked" and is seeking an easement of necessity through CCPOA's private drive because the current owner does not have the legal right to use King Crossing Court as shown on DRB's site plan and as indicated in its Traffic Impact Study. DRB makes this assertion despite the fact that the current owner's deed, and all relevant prior deeds, specifically include an easement appurtenant granting the owner "all right, title and interest in real estate [King Crossing Court] by virtue of the Reciprocal Easement Agreement" recorded by the original owner of the full ~11.7-acre parcel. (See **Exhibit 4**; AP Real Estate Georgia, LLC's Limited Warranty Deed (**Exhibit 9**); and Reciprocal Easement Agreement (**Exhibit 10**)). It is noteworthy that the current owner of the proposed development property has used King Crossing Court as its exclusive point of ingress/egress since 2019. It is also noteworthy that the Rezoning Drawing submitted by Pebblebrook in 2006 as part of its acquisition and future development of the ~11.7 acre property, as well as its rezoning of the ~2.84-acre parcel, specifically shows that that grantor of the Reciprocal Easement Agreement intended to have the future development access Hwy 41 via King Crossing Court. (**Exhibit 5**). It is also noteworthy that DRB acknowledges that no one claiming an ownership or other interest in King Crossing Court has objected to its proposed use

[1] CCPOA questions the validity of the traffic study submitted by DRB. It seems highly unlikely that an 89-unit residential townhome community would only generate 28 exit trips during the peak morning hours of 7:00 am – 9:00 am.

of King Crossing Court to access the proposed development or has otherwise claimed that the current owner lacks the legal right to do so.

CCPOA disputes DRB's position that it is landlocked or that the current owner has no legal right to use King Crossing Court. The recorded Reciprocal Easement Agreement was created for the specific purpose of providing "a perpetual and non-exclusive permanent easement and right of way appurtenant" to give access to the development property. (**Exhibit 10**). Moreover, the current owner's deed specifically references that same Reciprocal Easement Agreement as "Appurtenant Easement Area No. 3" benefiting the subject property. (**Exhibit 9**; see also **Exhibit 4**). In light of DRB's representations to the City in its site plan and Traffic Impact Study that the proposed development will access Hwy 41 via King Crossing Court, the fact that the current owner's deed specifically references the Reciprocal Easement Agreement over King Crossing Court as an easement appurtenant benefitting the development property, and the fact that the current owner has exclusively used King Crossing Court to access the development property since 2019, it appears that DRB's current position is merely a strategy to support its effort to seize access to CCPOA's private drive and secure a second access point for its proposed townhomes.

However, assuming *arguendo* that the proposed development truly has no legal right to use King Crossing Court, that would mean that DRB's site plan falsely represents that the 89-unit townhome development would have two (2) points of ingress/egress. Moreover, it would also mean that, contrary to what is represented in DRB's Traffic Impact Study, 100% of the traffic to/from the proposed 89-unit townhome development would be forced to use CCPOA's private drive. Relying upon DRB's own traffic calculations, that would mean the proposed townhome development would result in 584 additional vehicles passing through CCPOA's private drive every day, and 584 additional vehicles attempting to enter and exit a highly congested section of Pine Mountain Road every day. This would be incredibly harmful to the interests of CCPOA, its unit owners, their customers, and the general public. In addition, this would be incredibly harmful to the local businesses and residents in the community since this increased traffic would overwhelm the already problematic traffic situation on Pine Mountain Road.

Although the Ordinance requires CCPOA's private drive to be designed in a manner that would reduce stacking and promote better traffic flow for ingress and egress, the proposed townhome development would do the opposite. As such, the proposed development is in direct violation of this stipulation.

Stipulation #14:

Interparcel access and shared access drive shall be designed with adjoining vacant property once future development of adjoining parcel is pursued.

DRB relies upon this stipulation to support its contention that the Ordinance requires CCPOA to allow the residents of its proposed 89-unit townhome development to use CCPOA's private drive as a secondary (or primary, as it now alleges) point of ingress/egress. However, the Ordinance and this stipulation were based on the assumption that the future development would be two (2) additional office buildings, as specifically shown on Pebblebrook's Rezoning Drawing. Neither Pebblebrook, nor the City, nor the residents who collectively negotiated the terms and stipulations of the Ordinance contemplated that the adjoining property would be developed into 89 townhomes. CCPOA is confident that Pebblebrook and the local residents would never have agreed to this stipulation if it were possible for the adjoining property to be developed in a completely different manner than what was shown in Pebblebrook's Rezoning Drawing, such as replacing the two (2) office buildings with 89 townhomes all using the private drive to access Pine Mountain Road. In light of DRB's intent to change the nature of the development on the adjacent property, CCPOA has submitted a rezoning application contemporaneously with this letter in which it requests that the City remove this Stipulation #14 from the Ordinance.

CCPOA strongly objects to DRB's rezoning application for the reasons stated above. The site plan submitted by DRB does not accurately reflect the access road(s) DRB's application and proposed development project rely upon. DRB seeks to use CCPOA's private drive for a purpose that was not contemplated or approved in the Ordinance and that will result in irreparable harm to CCPOA and the community who already struggle with traffic problems on Pine Mountain Road. Moreover, the proposed townhome development violates no less than five (5) stipulations within the existing Ordinance that expressly apply to the proposed development property. For these reasons, CCPOA respectfully requests that the City of Kennesaw deny DRB's rezoning request.

In the event the City is inclined to grant DRB's rezoning request despite its many violations of an existing Ordinance, CCPOA respectfully requests that the City impose the following conditions on its approval:

1. Require DRB to modify its site plan to eliminate the proposed use of CCPOA's private drive as an access road and delete Condition #14 from City of Kennesaw Ordinance 2006-20.

2. Restrict development to single-family detached homes in harmony with the adjacent subdivisions.

3. Require DRB to establish and maintain a permanent, minimum 40-foot landscape buffer along the entire southern and eastern boundaries of the subject property.

4. Require DRB to install a continuous, eight (8) foot tall wood privacy fence along the entire southern and eastern boundaries of the subject property.

5. If DRB is permitted to proceed with the construction of single-family attached homes, require DRB to include a deed restriction preventing future unit owners from renting or leasing their units.

We appreciate the opportunity to submit this formal objection to Rezoning Application #RZ2025-3. If you need any further information or documentation related to this matter, please do not hesitate to contact me.

Sincerely,



Stephen T. Snow

CC: Cedar Creek Professional Office Association, Inc.

Deed Book 14772 Pg 4032
Filed and Recorded May-18-2010 01:08pm
2010-0068710
Real Estate Transfer Tax $0.00

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Re-Record to add Exhibit "A".

Upon recording return to:
Lisa A. Crawford
Dorough & Dorough, LLC
160 Clairemont Avenue
Suite 650
Decatur, Georgia 30030
(404) 687-9977

FIRST AMERICAN TITLE INSURANCE COMPANY
Six Concourse Parkway, Suite 2000
Atlanta, GA 30328
FILE NO: NCS 512099 103
Attn: Jeni Brown

Deed Book 14907 Pg 95
Filed and Recorded Dec-29-2011 12:15pm
2011-0163804
Real Estate Transfer Tax $0.00

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

QUITCLAIM DEED

THIS INDENTURE, made this 17th day of May, 2010, by and between **BANK OF NORTH GEORGIA**, a Georgia banking association, party of the first part (hereinafter referred to as "Grantor"), and **CEDAR CREEK PROFESSIONAL OFFICE ASSOCIATION, INC.**, a Georgia nonprofit corporation, party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Land Lot 140 of the 20th District, City of Kennesaw, Cobb County, Georgia, which is the common area of the Cedar Creek Professional Center, as the same is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (said property is hereinafter referred to as the "Cedar Creek Professional Center Common Area"); and

WHEREAS, Grantor desires to ratify and affirm the provisions of that certain Declaration of Covenants, Conditions, and Restrictions for Cedar Creek Professional Center, recorded April 11, 2008 at Deed Book 14598, Page 5608, *et seq.*, Cobb County, Georgia land records (hereinafter as amended and/or supplemented from time to time, referred to as the "Declaration"), as the same applies to the Cedar Creek Professional Center Common Area; and

WHEREAS, Grantor desires to convey the Cedar Creek Professional Center Common Area to the Association subject to all of the covenants, conditions, restrictions and easements contained in the Declaration such that from and after the date of this conveyance, the Cedar Creek Professional Center Common Area shall be subject to the jurisdiction of the Association

and bound by provisions of the Declaration and shall constitute Common Area as such term is defined in the Declaration;

NOW THEREFORE, Grantor, for and in consideration of the sum of **TEN AND NO/100 ($10.00) DOLLARS** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and quitclaimed, and by these presents does grant, bargain, sell, alien, convey and QUITCLAIM unto the said Grantee the Cedar Creek Professional Center Common Area as the same is more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed under seal as of the day, month and year first above written.

GRANTOR: **BANK OF NORTH GEORGIA**, a Georgia banking association

By: Sara Delgado
Name: Sara Delgado
Title: Bank Officer

[AFFIX BANK SEAL]

Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: 10.19.13

[AFFIX NOTARY SEAL]

CORPORATE SEAL

DENISE WISNIEWSKI NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES OCT. 19, 2013

P:\Clients\3121\Cedar Creek\Quitclaim Deed.do

EXHIBIT "A"

Property Description

All that tract or parcel of land lying and being in Land Lot 140 of the 20th District, City of Kennesaw, Cobb County, Georgia, containing approximately 2.877 acres, as more particularly shown on that certain **Final Plat for Cedar Creek Professional Center "Building 100"**, prepared by Southland Engineering, dated February 4, 2008, last revised March 20, 2008, containing the seal of Kevin N. Cooney., G.R.L.S. No. 2980, recorded April 11, 2008 in Condominium Plat Book 18, Page 45, *et seq*., Cobb County, Georgia records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

LESS AND EXCEPT THEREFROM:

All that tract or parcel of land lying and being in Land Lot 140 of the 20th District, City of Kennesaw, Cobb County, Georgia, being designated as Building 100, containing approximately 19,180 square feet or 0.440 acres, as more particularly shown on that certain **Final Plat for Cedar Creek Professional Center "Building 100"**, prepared by Southland Engineering, dated February 4, 2008, last revised March 20, 2008, containing the seal of Kevin N. Cooney., G.R.L.S. No. 2980, recorded April 11, 2008 in Condominium Plat Book 18, Page 45, *et seq*., Cobb County, Georgia records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

DISCLAIMER:
Unshaded property within the city limits will be updated in the 2027 Comprehensive Plan. The Future Land Use Map does not categorize land use as Undeveloped or Agricultural/Forestry; development is anticipated throughout the City of Kennesaw.

Future Land Use

- NAC - Neighborhood Activity Center
- CAC - Community Activity Center
- DAC - Downtown Activity Center
- RAC - Regional Activity Center
- I - Industrial
- PI - Public Service/Institutional
- PRC - Park/Recreation/Conservation
- RL - Residential Low/Medium
- RH - Residential High
- PUD - Planned Unit Development
- TCU - Transportation Communication Utilities

- Kennesaw City Limits
- Airport
- Lakes & Ponds
- Rivers & Streams

2023 Future Land Use Amendment Map

CITY OF KENNESAW
PLANNING & ZONING DEPT.
"ALWAYS PLANNING FORWARD"

City of Kennesaw, GA
Honoring Our Heritage - Forging Our Future

Derek Easterling
MAYOR
Lea Alvarez
CITY CLERK

Revised: Aug 22, 2023
File: FutureLandUse_2023_ep

1" = 700'

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2006-20, 2006

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM CITY GC(General Commercial) & R20 TO CITY HGB (Highway General Business) FOR PROPERTY LOCATED AT SOUTHWESTERLY SIDE OF PINE MOUNTAIN ROAD, WESTERLY SIDE OF COBB PARKWAY (U.S. HIGHWAY 41)

WHEREAS, PEBBLEBROOK DEVELOPMENT, LLC has made application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from City GC (General Commercial) & R20 to City HGB (Highway General Business) on 2.88 acre+/- parcel located at Southwesterly side of Pine Mountain Road, westerly side of Cobb Parkway (U.S. Highway 41) (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on June 23, 2006,of a public hearing before the Kennesaw Planning Commission held on July 10, 2006 and the Mayor and Council on August 7, 2006; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal on July 10, 2006; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal on August 7, 2006; and

WHEREAS, the Mayor and Council have determined that the proposed amendment to the Official Zoning Map is in the public interest and meets the standards established in the Kennesaw Zoning Code.

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from City GC (General Commercial) & R20 to City HGB (Highway General Business) for the following described property:

ALL OF THAT TRACT OR PARCEL OF LAND Lying And Being In Land Lot 140 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, And Being 2.88 acres as shown on plat for King's Crossing, prepared by Centerline Surveying Systems, Inc. and being more particularly described as follows:

BEGINNING at the common corner of Land Lots 139, 140, 165 and 166, said district and section; thence running north 89 degrees 23 minutes 09 seconds west as measured along the southerly land lot line of Land Lot 140, said district and section for a distance of 74.82 feet to a point; thence running north 78 degrees 50 minutes 24 seconds west for a distance of 293.34 feet to a point and corner; thence running north 10 degrees 03 minutes

54 seconds east for a distance of 178.00 feet to an iron pin found; thence running north 01 degrees 27 minutes 26 seconds east for a distance of 197.63 to a point and corner; thence running south 76 degrees 34 minutes 50 seconds east for a distance of 148.14 feet to a point thence running along the arc of a curve to the left, an arc distance of 93.57 feet on a radius of 200.00 feet to a point; thence running north 76 degrees 36 minutes 52 seconds east for a distance of 24.21 feet to a point and corner located on the southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running south 22 degrees 21 minutes 21 seconds east as measured along the southwesterly right of way of Pine Mountain Road for a distance of 70.07 feet to an iron pin found at the intersection of the southwesterly right of way of Pine Mountain Road with the easterly land lot line of Land Lot 140, said district and section; thence running south 00 degrees 28 minutes 32 seconds west as measured along the easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the point of BEGINNING.

SECTION 2. BE IT FURTHER ORDAINED THAT that the Planning Commission makes recommendation to rezone the property to City HGB (Highway General Business) with the following conditions of approval:

This letter dated August 30, 2006 shall supersede and replace in full those certain letters of agreeable stipulations and conditions dated and submitted July 7, 2006, and July 10, 2006. The referenced stipulations are as follows:

(1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property.

(2) Rezoning of the Subject Property shall be from the existing R-20 and General Commercial ("GC") zoning categories to Highway General Business ("HGB") zoning category for the purpose of a general business/office development, with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006.

(3) Applicant shall submit a site plan for the development which complies with all City of Kennesaw development standards and ordinances for approval by City staff during the plan review process and prior to the issuance of any building or development permits.

(4) Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials.

(5) Applicant agrees that with respect to the proposed rezoning of the subject 2.64 acres, the proposed rezoning shall be "use specific" to general business/office as presented by Applicant.

(6) Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process.

(7) Applicant agrees that all lighting located to the front or sides of the proposed buildings, both within the Subject Property and on adjoining property which will be part of the proposed development, shall be period or themed lighting to the architecture of the proposed development; and further, lighting located to the rear will be directional or hooded such that all beams or glare will be contained within the bounds of the proposed development.

(8) Dumpster locations shall be as shown on the submitted site plan for the rezoned parcel, as well as, adjoining parcel to be included as part of the subject development. Dumpster pick-up shall be limited to Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m.

(9) There shall be no overnight parking of vehicles in the rear of the subject development; and such restriction shall be included in the operating covenants for the subject development.

(10) Applicant agrees to the installation of an eight (8) foot wood privacy fence along that portion of the rezoned parcel adjacent to existing residential properties.

(11) Applicant agrees that the future development shall be consistent with the general layout and design as shown and reflected on the submitted site plan.

(12) The areas identified as undisturbed buffer to the southernmost boundary of tract will be binding and preserved as such with the developer being responsible to supplement additional trees if visual gaps are identified and field verified by the City of Kennesaw.

(13) Applicant agrees to coordinate and seek approval from the City of Kennesaw on final layout of access drive to the proposed development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.

(14) Interparcel access and shared access drive shall be designed with adjoining vacant property once future development of adjoining vacant parcel is pursued.

(15) The rear portion of all proposed office buildings that will be facing adjoining residential property will not be cinderblock but will match the building material and quality of the front and side facades of the buildings.

(16) All HVAC units and utilities will be designed to be placed away from the adjoining residential properties to reduce any secondary noise from the units being heard by adjoining properties. Sound baffling materials can be incorporated into construction as long as the materials are consistent with the architectural quality for the building.

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from 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 5th day of September, 2006.

ATTEST:

Debra Taylor, City Clerk

CITY OF KENNESAW:

Leonard Church, Mayor

Regular Council Agenda
9/5/2006 6:30:00 PM
0000 Pine Moutain - Rezoning
Community Development

Title of Agenda Item:	Authorization for approval of ORDINANCE rezoning request submitted by Pebblebrook Development, LLC for property located at 0000 Pine Mountain Road (southwesterly side of Pine Mountain)
Title of Agenda Item:	Property located in Land Lot 140, Tax Parcel 6. Said request to rezoned property from City GC/R-20 to City HGB (Highway General Business) for proposed office condo development with inside storage on property with 2.84+/- total acres. Application was advertised on June 23, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on July 10, 2006 recommended tabling this application to the next scheduled Planning Commission of August 14, 2006. At their August 7, 2006 meeting, Mayor and Council continued this item to September 5, 2006. Planning Commission motioned to approve the rezoning request with conditions at their regular scheduled meeting August 14, 2006 vote 5-0. Darryl Simmons, Zoning Administrator recommends approval of the rezoning request with conditions as per attorney's letter dated August 30, 2006.
Funding Line(s)	

Deed Book 14395 Pg 749
Filed and Recorded Oct-02-2006 04:51pm
2006-0167032
Real Estate Transfer Tax $2,457.00

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RETURN TO:
MOORE INGRAM JOHNSON & STEELE, LLP
192 ANDERSON ST.
MARIETTA GA 30060

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 21st day of September, in the year TWO THOUSAND SIX, between

KING'S CROSSING MANAGEMENT, LLC,
a Georgia limited liability company

of the County of Cobb, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

PEBBLEBROOK DEVELOPMENT, LLC,
a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of OTHER VALUABLE CONSIDERATIONS AND TEN AND NO/100 DOLLARS ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee,

See Exhibit "A", attached hereto and made apart hereof by reference.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons CLAIMING BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE.

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

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
MY COMMISSION EXPIRES: _____
[NOTARY SEAL]

J. KEVIN MOORE NOTARY PUBLIC GEORGIA EXPIRES NOV. 1, 2007

KING'S CROSSING MANAGEMENT, LLC

By: _____ (Seal)
Richard Tuley, Jr., Manager

4/95

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 140 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia, and Ticor Title Insurance Company, dated September 19, 2006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143, and being more particularly described as follows:

BEGINNING at the common corner of Land Lots 139, 140, 165, and 166, said district and section; thence running north 78 degrees 50 minutes 25 seconds west for a distance of 293.34 feet to a #4 rebar found and corner; thence running north 10 degrees 03 minutes 54 seconds east for a distance of 178.00 feet to a #4 rebar found and corner; thence running north 72 degrees 08 minutes 21 seconds west for a distance of 946.96 feet to an iron pin; thence running north 72 degrees 08 minutes 21 seconds west for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: north 80 degrees 38 minutes 20 seconds east for a distance of 22.96 feet to a point; north 31 degrees 10 minutes 56 seconds east for a distance of 29.47 feet to a point; north 53 degrees 58 minutes 46 seconds east for a distance of 46.85 feet to a point; north 20 degrees 45 minutes 17 seconds east for a distance of 116.55 feet to a point; north 38 degrees 01 minutes 21 seconds east for a distance of 56.03 feet to a point; north 32 degrees 09 minutes 53 seconds east for a distance of 156.05 feet to a point; north 29 degrees 35 minutes 43 seconds east for a distance of 35.91 feet to a point; north 29 degrees 35 minutes 43 seconds east for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence south 63 degrees 52 minutes 15 seconds east for a distance of 373.05 feet, more or less, to a point; thence running south 62 degrees 46 minutes 55 seconds east for a distance of 59.00 feet to a point and corner; thence running south 27 degrees 13 minutes 05 seconds west for a distance of 21.63 feet to a point and corner; thence running south 63 degrees 52 minutes 15 seconds east for a distance of 333.47 feet to a point and corner; thence running south 00 degrees 24 minutes 49 seconds east for a distance of 168.42 feet to a point; thence running south 06 degrees 59 minutes 47 seconds west for a distance of 21.33 feet to a point and corner; thence running south 76 degrees 34 minutes 50 seconds east for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing south 89 degrees 58 minutes 59 seconds east, a chord distance of 92.72 feet, and having a radius of 200.00 feet) to a point; thence running north 76 degrees 36 minutes 52 seconds east for a distance of 23.90 feet to a point and corner located on the southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running in a southeasterly direction as measured along the southwesterly right of way of Pine Mountain Road, the following courses and distances: south 21 degrees 04 minutes 38 seconds east, a distance of 28.29 feet to a point; south 22 degrees 21 minutes 26 seconds east a distance of 70.07 feet to a point and corner located at the intersection of the southwesterly right of way of Pine

Mountain Road with the easterly land lot line of Land Lot 140, said district and section; thence running south 00 degrees 28 minutes 32 seconds west as measured along the easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the point of BEGINNING.

TOGETHER WITH rights and privileges under the following:

Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N. A., recorded in Deed Book 14015, Page 5160, Records of Cobb County, Georgia; as amended by instrument recorded in Deed Book 14095, Page 6231, aforesaid records.

Restrictive Covenant Agreement dated January 31, 1991, by Southern Forty-Four II, Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Records of Cobb County, Georgia.

Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005, in Deed Book 14233, Page 4595, Records of Cobb County, Georgia.

SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING * SOUTHLAND ENGINEERING *

OUTLOT
ZONED – (HGB)
AREA = 0.99 ACRES

L=235.11'
R=633.11'
CHORD=233.76'
BRG=S 11°43'07" W

21.28'
S76°34'50"E
148.14'
L=98.05'
N76°36'52"E
24.21'
208.05
IPS
RB #4
70.07'
N22°21'26"W
N 10°27'28" E
197.63'
278.98'
328.71'
IPF
RB #4
100 BUILDINGS
33
2,450 sq. ft.
34
2,450 sq. ft.
35
2,360 sq. ft.
36
4,287 sq. ft.
37
1,780 sq. ft.
38
2,099 sq. ft.
39
2,100 sq. ft.
40
2,100 sq. ft.
1
125,315 sq. ft.
2.84 acres
N/F
51.24'
40.00'
30.00'
40' UNDISTURBED BUFFER
65.47'
N 10°03'34" E 178.00'
40' LANDSCAPE BUFFER
LAND LOT LINE
PINE MOUNTAIN ROAD
R/W VARIES
ZONING R-15
ZONING R-20
N/F
KING CROSSING MGMT. LLC
ZONED – (GC)
AREA = 1.16 ACRES
KING CROSSING MGMT. LLC
ZONED – (R-20)
AREA = 1.68 ACRES
L.L. 139
L.L. 140
L.L. 165
L.L. 166
PINE LAKE MOUNTAIN
141, PAGE 47 & 48
FST
30
29
28
27
.75 ACRES OF BUFFER AREA
N 78°50'25" W 293.34'
74.82'
N 89°23'09" W
P.O.B.
LAND LOT LINE
LAND LOT LINE

STATE PLANE COORDINATES
N 1462528.8785
E 2157630.7388

MAGNETIC NORTH

IPF	= IRON PIN FOUND	L.L.	= LAND LOT
IPS	= IRON PIN SET	L.L.L.	= LAND LOT LINE
OTP	= OPEN TOP PIPE	PP	= POWER POLE
CTP	= CRIMPED TOP	–P–	= POWER LINE
R/W	= RIGHT OF WAY	–X–	= FENCE LINE
CM	= CONCRETE MONUMENT	CH.	= CHORD
N/F	= NOW OR FORMERLY	A or L	= ARC LENGTH

REZONING DRAWING FOR:

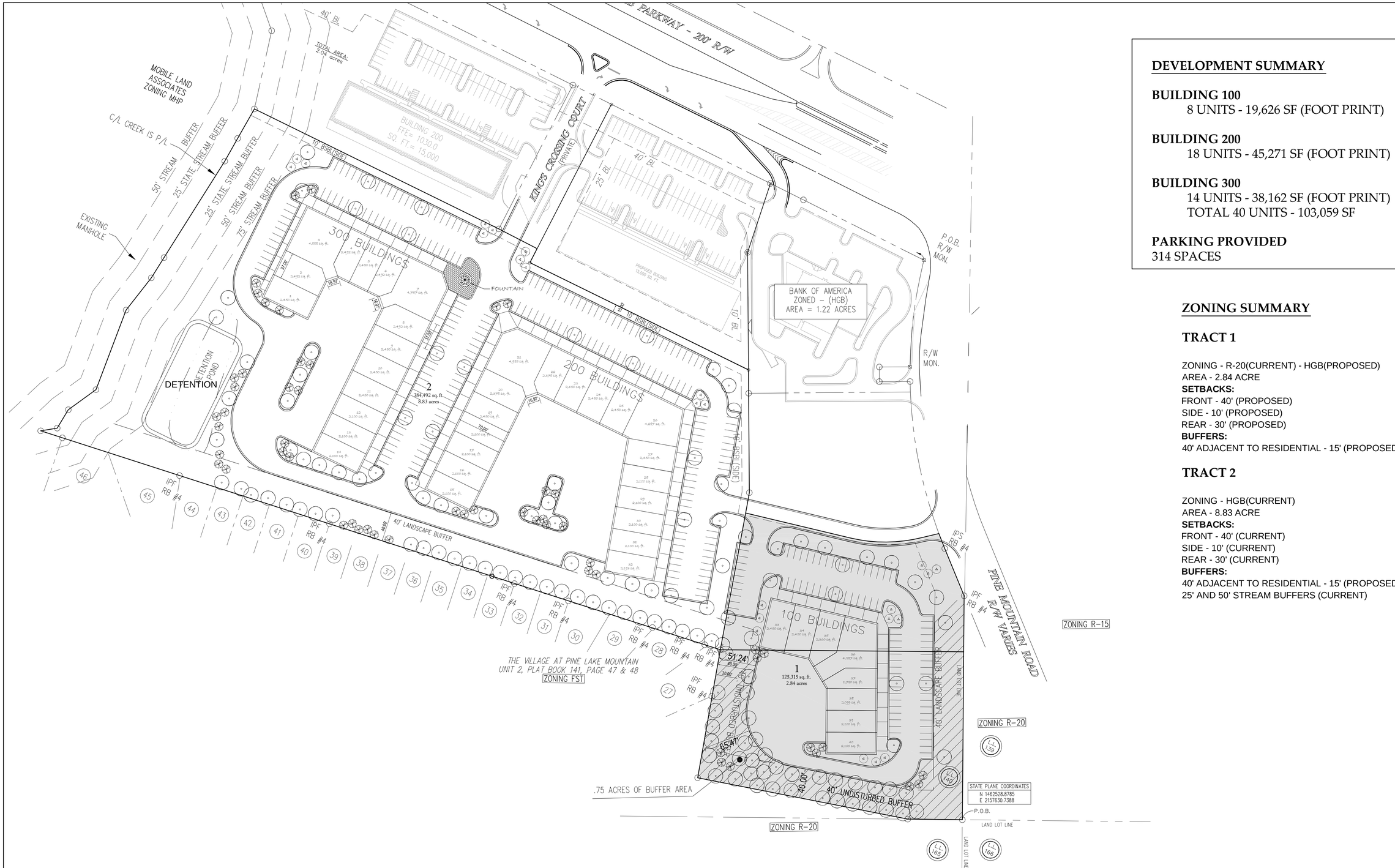
PEBBLEBROOK DEVELOPMENT

LOCATED IN LAND LOT 140,
20TH DISTRICT, 2ND SECTION,
CITY OF KENNESAW,
COBB COUNTY, GEORGIA

DATE: APRIL 24, 2006	REV:	JOB NO: 6011

SouthLand Engineering Inc.
CIVIL ENGINEERS & LAND SURVEYORS
925 NORTH TENNESSEE STREET
CARTERSVILLE, GEORGIA 30120
PHONE: 770.387.0440
FAX: 770.607.5151

0 30 60 120 180
SCALE: 1" = 60'
GRAPHIC SCALE



DEVELOPMENT SUMMARY

BUILDING 100
8 UNITS - 19,626 SF (FOOT PRINT)

BUILDING 200
18 UNITS - 45,271 SF (FOOT PRINT)

BUILDING 300
14 UNITS - 38,162 SF (FOOT PRINT)
TOTAL 40 UNITS - 103,059 SF

PARKING PROVIDED
314 SPACES

ZONING SUMMARY

TRACT 1

ZONING - R-20(CURRENT) - HGB(PROPOSED)
AREA - 2.84 ACRE
SETBACKS:
FRONT - 40' (PROPOSED)
SIDE - 10' (PROPOSED)
REAR - 30' (PROPOSED)
BUFFERS:
40' ADJACENT TO RESIDENTIAL - 15' (PROPOSED)

TRACT 2

ZONING - HGB(CURRENT)
AREA - 8.83 ACRE
SETBACKS:
FRONT - 40' (CURRENT)
SIDE - 10' (CURRENT)
REAR - 30' (CURRENT)
BUFFERS:
40' ADJACENT TO RESIDENTIAL - 15' (PROPOSED)
25' AND 50' STREAM BUFFERS (CURRENT)

CONCEPTUAL SITE PLAN "C"

SouthLand Engineering Inc.
925 NORTH TENNESSEE STREET
CARTERSVILLE, GEORGIA 30120
PHONE: 770.387.0440 FAX: 770.607.5151

King's Crossing Site

KENNESAW , GEORGIA

MARCH 28, 2006
REVISED AUGUST 3 2006

NORTH

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

PLANNING COMMISSION
July 10, 2006
Minutes
7:00p.m.

Fred Moore, Chairman called the meeting to order at 7:00P.M. in the Council Chambers, 2529 J.O. Stephenson Avenue. Roll call was taken and the following members were present: Fred Moore, Alan Davis, Doug Rhodes, Pat Ferris, Jeff Miller and Richard Anderson.

City Staff representative, Darryl Simmons, Zoning Administrator was present.

The public was advised that the Planning Commission serves as an Advisory Board that makes recommendations to the Mayor and Council to be heard on August 7, 2006, unless otherwise noted. Chairman Moore instructed anyone giving comments in the public session to please sign in and noted that limitation of 10 minutes per side would be given.

Action on Minutes – June 12, 2006

Richard Anderson requested that a noted be made to correct the minutes reflecting that he abstained from action on the May 8, 2006, meeting due to his absence. The minutes looked as if he voted against the minutes.

> "Jeff Miller made motion, seconded by Pat Ferris to approve the minutes of the May 8, 2006, as submitted. Vote 5-1 (Richard Anderson was absent from the 5-8-06 meeting)"

Richard Anderson made motion, seconded by Alan Davis to approve the minutes of the June 12, 2006, as amended. Vote 5-0

Letter of resignation – Received

Chairman Moore read into the record a letter received from Planning Commission member, Gurdon Counts tending his resignation as member of the Planning Commission. The Chairman and Board members accepted his resignation with heartfelt thanks for his services to the City and this Board.

Old Business:

(A) Annexation Request (AX2006-1) Consideration to approve an annexation request submitted by Seth Crawford on behalf of owner, Ken Smathers. Said request to annex property located at 4048 Ayers Drive and identified as Land Lot 60, Tax Parcel 26, 20th District, 2nd Section consisting of 1+/- acres from County R-20 to City UVC for proposed mixed use development. (Mayor and Council 8-7-06) ****Request to table to August agenda from applicant was received**

(B) Rezoning Request (RZ2006-8) Consideration to approve a rezoning request submitted by Seth Crawford on behalf of owner, Ken Smathers, for property

located at 4048 Ayers Drive. Said request to rezone from County R-20 to City UVC for proposed mixed use development. Land Lot 60, Tax Parcel 26, 20th District, 2nd Section, consisting of 1+/- acres. (Mayor and Council 8-7-06) ****Request to table to August agenda from applicant was received

(C) Rezoning Request (RZ2006-8A, B, C) Consideration to approve a rezoning request submitted by Seth Crawford on behalf of owners, Robert Ellison, for property located at 4058 Ayers Drive and Dale Burrell for property located at 4068 Ayers and Ken Smathers, for property located at 1465 Shiloh Road. Said request to rezone from City R-20 to City UVC for proposed mixed use development. Land Lot 60, Tax Parcels 27, 28 and 31, 20th District, 2nd Section, consisting of 7.76+/- acres. (Mayor and Council 8-7-06) ****Request to table to August agenda from applicant was received

(D) Variance Request (ZV2006-9 A,B,C) Consideration to approve a variance request submitted by Seth Crawford on behalf of owners, Robert Ellison, for property located at 4058 Ayers Drive and Dale Burrell for property located at 4068 Ayers and Ken Smathers, for property located at 1465 Shiloh Road. Said request is to increase the unit density for the proposed project from 8 units per acre to 8.89 units per acre, in addition requesting a 0' front setback for all interior residential units to accommodate rear alley access design. Properties located in Land Lot 60, and identified as Tax Parcels 26, 27, 28 & 31, 20th District, 2nd Section. (Mayor and Council 8-7-06) ****Request to table to August agenda from applicant was received

Staff presented agenda items identified as A-D for annexation, rezoning and variance together. Mr. Simmons noted that the applicant has made notification via letter dated, July 6, 2006 requesting that this matter be tabled to the August Planning Commission agenda. The purpose of the request to table is based on substantial modifications to the proposed site plan for development, which have not been completed.

The request allows the applicant to work with staff and Cobb County residents and allow time for Cobb County Board to review the submitted modifications made to the site plan pursuant to the City-County House Bill 489 Intergovernmental Land Use and Annexation Agreement.

Attorney, John Moore came forward to represent the applicant for annexation and rezoning as set forth in the applications. Mr. Moore referenced the letter dated July 6, 2006, which was submitted to the board and reviewed with them the modifications to the proposed site plan for development – including the following:

- Elimination of access from the proposed development to Ayers Drive
- A decrease in the proposed density from 69 homes to 54 homes, thereby resulting in a proposed density of 6.9 unites per acre – eliminating the variance being requested
- Elimination of a row of proposed town homes adjacent to the existing single-family residential properties; and
- To establish a minimum forty (40) foot buffer adjacent to the existing single-family residential properties

The proposed changes is to orient the project more towards Shiloh Road and provide a better buffer and transition to existing single-family residential properties.

Floor opened to public comment.

Mary Malone asked about the elimination of the access on Ayers Drive. Are you moving or completely eliminating this access.

Attorney Moore responded that the access would be eliminated.

Floor closed to public comment.

Doug Rhodes made motion; seconded by Richard Anderson to accept the letter from the applicant's attorney (Moore Ingram Johnson & Steele) dated July 6, 2006, requesting to table the above noted applications to the August 14, 2006, Planning Commission agenda.

Motion carried. Vote 5-0.

(E) Rezoning Request (RZ2006-6) Consideration to approve a rezoning request submitted by Piedmont Properties for property located at 3051 N. Main Street. Said request to rezone from City R-20 & FST to City NRC (Neighborhood Retail Commercial) for a proposed shopping center. Land Lot 127, Tax Parcels 06 & 142, 20th District, 2nd Section, (Mayor and Council 8-7-06)

Darryl Simmons, Zoning Administrator, came forward to present this application for rezoning of property located along the southeast corner of Jiles Road and Main Street intersection. He indicated that staff was just presented a letter of stipulations, dated July 10, 2006.

Staff has not had time to review the letter and will have the applicant's attorney go over those stipulations when he comes forward. Mr. Simmons noted that the applicant is requesting a rezoning of 3.1+/- acres incorporating two parcels from R-20 and FST to City NRC (Neighborhood Retail Commercial for a retail center. The Future Land Use Map supports the NRC zoning district requested on the corner parcel.

Staff stated that this property is located near the entrance of Kennesaw's Historic District. So the site layout and architectural design expectation is higher for this project due to its location. The rear of the proposed development abuts a single-family residential housing development and will require the applicant to comply with the 35-foot buffer as is illustrated on the site plan.

Mr. Simmons noted that staff has concern on the visual impact of the parking being created with this project and recommends some kind of landscaping that will soften this area to those residential development areas and the general public. Overall the parking meets and exceeds the requirements of the zoning district.

Mr. Simmons also discussed other conditions that could be incorporated including, period lighting, fencing and landscaping along Jiles Road and Main Street, building elevations to be approved by Planning Commission and Mayor and Council, permanent signage to be monument in style, the park area proposed to incorporate elements in downtown Kennesaw, such as benches, and lighting.

This project represents an opportunity to increase the architectural standard for the Main Street gateway corridor. Staff recommends approval with conditions as discussed above.

Mr. Parks Huff, attorney for the applicant came forward. He stated that this application was requested to be tabled from last month to allow time for the applicant to work with staff on concerns for the proposed project.

The proposed project is being created to be pedestrian friendly throughout the development. Piedmont Properties entered into dialogue with the Kennesborough Square neighborhood to address their concerns and the letter of stipulations submitted to staff, dated July 10, 2006 was the

outcome of those dialogues. The applicant has agreed to those conditions being made part of the granting of their rezoning request.

Mr. Huff continued to discuss the project as to the building architecture, which is to be approved by the Planning Commission and Mayor and Council. Discussion on the 35-foot undisturbed buffer to the east, fencing along Jiles Road, dumpster will be contained in a three sided masonry structure, with limited pick-up times between 7am and 9 pm. The retail center shall not be opened later than 10:00p.m. Citizens had some concern about deceleration lanes and these will be addressed along Jiles Road and Main Street.

Lighting included environmentally sensitive design scaled period fixtures similar to the downtown lighting. As Mr. Simmons discussed the applicant will agree to soften the impact of the open parking area by incorporating a landscape plan along the perimeter of the property subject to staff approval.

All of the items discussed are a result of the dialogue and made part of the stipulation letter, which the applicant would be agreeable to part of any granted approval for the requested rezoning.

Planning members had general questions with the dumpster, landscaping and building design**.** Mr. Ferris commented that he had concern about possible cut-through to Main or Jiles.

Attorney Huff commented about the cut-through and will have some research and possible direction as to how this can be addressed prior to the Mayor and Council meeting.

Floor opened to public comment.

Member of the Home Owners Association of Kennesborough Square neighborhood came forward and discussed the agreement/letter of stipulations. They as a group had been working with the developer and voiced their concerns about traffic (cut-through), square footage (expansion) they would not like to see any expansion of the proposed development take place. They are in acceptance of the letter of stipulations, which has addressed a lot of the concerns they have including fencing along the residential properties adjacent to this project.

Floor closed to public comment.

Doug Rhodes made motion, seconded by Alan Davis to approve the rezoning from **City R-20/FST to City NRC (Neighborhood Retail Commercial)** subject to staff conditions as follows:

- Applicant must incorporate low fencing and landscaping along Jiles Road and Main Street in combination with landscaping to soften visual impact to parking area
- Final building elevations to be approved by Planning Commission and Mayor and Council
- Period lighting to be utilized on site similar to downtown Kennesaw design
- If undisturbed buffer is utilized, applicant must supplement with additional trees where visual gaps are identified
- Park area near top corner of development and Gazebo to incorporate elements in downtown Kennesaw as pertaining to benches, lighting
- Permanent signage to be monument in style and incorporate architectural elements of development

In addition to staff conditions members included the letter of stipulations from Parks Huff of Sams, Larkin & Huff dated July 10, 2006 with 12 stipulations, also in addition to those stipulations a condition that there would be no further expansion of the 32,500 proposed development.

Motion carried. Vote 5-0.

New Business

(F) Variance Request (ZV2006-11) Consideration to approve a variance request submitted by Fuller's Chase Downtown Inc. (Frank Boone) for property located at 2950 Cherokee Street. Said request amend building height to 45 feet for proposed town home development as per the Historic Design Review Guidelines. Land Lot 138, Tax Parcel 10, 20th District, 2nd Section, Cobb County is zoned **CBD/HKHD.** (Mayor and Council 7-17-06)

Member, Pat Ferris removed himself from participating on this application as he is an adjoining property owner to the subject property.

Staff presented the application for variances for the proposed Central Business District project Fuller's Chase, Phase II development, which is established as mixed-use development. The applicant requests approval to increase proposed structures height to 45 feet, allow a three story residential unit design and the allowance of front garage access and parking areas.

The Phase II Development proposes 28 single family attached homes on 6.6 acres.

This project requires CBD concept approval process before the Historic Preservation Commission, the KDDA and Mayor and Council. The HPC heard and approved the concept at a meeting held on June 20, 2006. The KDDA is scheduled to hear the matter on July 11, 2006.

The applicants' request involves increasing the height of the proposed town homes to 42 feet six inches. Staff review with members the scaling and heights of adjoining properties. Members reviewed the site plan, which showed these dimensions.

The adopted Design Review Standards for the Historic District states that all new structures should be within 10% of the average of the two adjacent buildings.

Adjoining tracts inside Historic District
2910-2914 Cherokee Street,
2904 Cherokee Street (Testa House),
2886 Cherokee Street (Ecclectic Living),
2080 Big Shanty Road (Ferris House)
2934 Cherokee Street (Bobby Grant Center)

Adjoining tracts outside of Historic District
2052, 2060 and 2076 Pine Hill Circle

The applicant submitted overall building heights of two of the adjacent buildings and the following findings were discovered:

The Testa house located at 2904 Cherokee Street has an height of 19 feet
Compared to proposed town home height of 42'-6" **the height difference would be 23'-6".**

- Proposed building placement measured from centerline of Cherokee Street would be just over 270 feet

The Ferris house located on Big Shanty Road abuts this tract. The single family home is measured at 24' compared to the proposed town home height of 42'-6"; **the height difference equals 18'-5"**

- Proposed building placement measured from centerline of Big Shanty Road would be slightly over 170 feet.

City staff as part of analyzing the request conducted site visits and concluded the following based on the submitted proposal:

1. The visual exposure of the proposed town homes if constructed as submitted would be greatest along Cherokee Street at the 2904 Cherokee Street location (Testa House) and on Big Shanty Road location (Ferris House)
2. The visual impact would decrease as you travel north along Cherokee Street towards 2910-2914 Cherokee Street, which contains approved two-story office structures.
3. Other considerations include existing water tower.

Staff conclusion of the project was that the location of the town home elements will be over 200 feet from centerline of Cherokee Street and over 175 feet from centerline of Big Shanty Road. The intended land uses are appropriate and the building placement will lessen the visual impact from Cherokee street. The development will incorporate a second tier street away from Cherokee Street.

The previous approved two story office buildings along Cherokee Street are not compatible with the district requirements and intent. Phase II of Fullers Chase design approach is to be compatible with the Historic District Standards as far as the placement of the development and the incorporation of landscaping and period lighting to ensure compatibility to adjoining structures.

Staff concludes that a hardship was shown for this property based on the variance standards under section 1909.

Staff concluded that there would be a visual impact to adjoining properties identified and additional landscaping, lighting and material choices can assist in minimizing the impact.

Dr. Jeff Drobney submitted a letter/analysis recommending the granting of the variances requested by the applicant on behalf of the Historic Preservation Committee.

Staff recommends approval of the variances to increase proposed structures height to 45 feet, allow a three story residential unit design and the allowance of front garage access and parking areas with condition:

1. That the developer will be required to present a complete landscaping and lighting plan to the HPC for Certificate of appropriateness prior to any development permits being issued.

The applicant came forward. Mr. Frank Boone recognized Mr. Gurdon Counts and Pam Carter present with regards to the application for Fuller's Chase Development Phase II.

He commented that staff presented his request completely and that he only wanted members to be made aware that the entrance off Cherokee Street identified as Carrie Drive would meet the development standards for a two way entrance and that the mature trees along this route will be maintained.

Floor opened to public comment.

Mr. J.O. Stephenson came forward and directed his comments to the committee. He voiced his concern with fencing and directed questions regarding the underground piping for the detention pond and wanted to understand how this worked in maintaining any kind of drainage problems.

The matter of design was briefly discussed and explained to Mr. Stephenson who appeared to accept the explanation.

Pat Ferris also came forward. He stated that he had no real problem with the proposed development; however, wanting to make sure that his privacy would be protected. He addressed the fencing along his property to help retain his privacy and briefly voiced his concern to save as many of the mature trees along the two properties as well.

Floor closed to public comment.

Doug Rhodes made motion, seconded by Richard Anderson to approve the requested variances to increase proposed structures height to 45 feet, allow a three story residential unit design and the allowance of front garage access and parking areas with staff's recommended condition:

1. That the developer will be required to present a complete landscaping and lighting plan to the HPC for Certificate of appropriateness prior to any development permits being issued.

Motion carried. Vote 4-0.

Member Pat Ferris returned to the board.

(G) Annexation Request (AX2006-2) Consideration to approve an annexation request submitted by TBKP. Said request to annex property located at 0000 Ben King Road (intersection of the northerly side of Ben King Road with the westerly side of Chalker Road) Land Lot 131, Tax Parcel 40 (portion of), 20th District, 2nd Section consisting of 5.65+/- acres from County R-20 to City FST (Fee Simple Town Home) for proposed senior age-restricted detached home development. (Mayor and Council 8-7-06) ****Request to table to August agenda from applicant was received**

(a) Rezoning Request (RZ2006-12) Consideration to approve a rezoning request submitted by TBKP. Said request to rezone from County R-20 to City FST (Fee Simple Town Home) for proposed senior age-restricted detached home development., Land Lot 131, Tax Parcel 40 (portion of) consisting of 5.85+/- acres. (Mayor and Council 8-7-06) ****Request to table to August agenda from applicant was received**

Staff presented agenda item identified as A-B for annexation and rezoning together. Mr. Simmons noted that the applicant has made notification via letter dated, July 7, 2006 requesting that this matter be tabled to the August Planning Commission agenda. The purpose of the request to table is to allow the applicant time and the opportunity to address concerns raised by staff and Cobb County. Specifically, the applicant intends to revise its proposed site plan for development to lower the density and to provide a system of streets and/or alleys that comply with City of Kennesaw Public Works standards.

Staff accepted a petition via emails received by surrounding property owners objecting to the request for annexation and rezoning (approximately 100).

Floor opened to public comment.

Don Korach of 1465 Tributary Court came forward. He represented home owners opposed to the annexation and zone change. He explained that there had been other attempts to rezone the property, which failed and would like the property to retain what the Future Land Use Map has for

that area being R-20. Keep the property in the zone designation of low density and not try to put as many small lots on the requested 5+/- acres. The home owners would like to voice their request for the city to deny the annexation and rezoning of the property as there has been a history on this property for request to rezone, which have in the past been denied.

Richard Taylor of 1510 Ben King Road and others voiced objection to the annexation and rezoning of the property for high density development, which is not appropriate for this area. There is controversy within the Pine Tree Country Club on the matter of selling and rezoning of this property. Other concern is water run-off/drainage in this area that needs to be addressed prior to any development being considered in this area.

Holly Martin of 3333 Timber Lake Road raised concern over the density, which would go against County land use for that area. She also commented that she had concern about age discrimination with the senior restricted development being proposed. Traffic is already a problem along that area and with increase development would only bring more.

Member, Mr. Parnell of the Pine Tree County Club came forward giving the commission some general facts on the selling of the property. He also commented that there has been a change to the proposed site plan from 26 lots down to 20 single-family lots and that all members are not opposed to the request for annexation and rezoning as it is being made apparent here tonight. As to the senior age restriction this would be made part of any covenants for the development.

Connie Johnson also voiced concern on the density being proposed for the project and voices her concern on the water issue as well.

Karen Stockwell once again stated the density issue and voiced her opinion on wanting to see larger lots be proposed as well as placement on some design restrictions on the project as she stated four-sided pretty.

Others (Mr. Dave Waples) came forward and voiced their concerns on the density issue, water and strongly opposing the request to rezone and annex the property.

Floor closed to public comment.

Staff commented briefly that there has been no submitted plan showing the reduction of lots as stated by one of the residents. Concern about water issues is an item to be addressed at plan review for the project. Staff does recommend tabling this matter as requested by the applicant.

Jeff Miller made motion, seconded by Alan Davis to accept the letter from the applicant to table this request to the August 14, 2006, meeting.

Motion carried. Vote 5-0

(H) Rezoning Request (RZ2006-10) Consideration to approve a rezoning request submitted by MC Edwards for property located at 2689 S. Main Street. Said request to rezone from City R-15 to City NRC (Neighborhood Retail Commercial) for proposed retail/marital arts development. Land Lot 167, Tax Parcel 15, 20th District, 2nd Section, consisting of .71+/- acres. (Mayor and Council 8-7-06)

Darryl Simmons, Zoning Administrator, came forward and presented the application of rezoning of property located along the westerly side of S. Main Street right-of-way. The applicant is seeking to rezone property from City GR-15 to City Neighborhood Retail Commercial (NRC) for expansion of martial arts business.

Subject property is currently located along S. Main Street across from the Duncan Street Post Office. This portion of Main Street has transitional zoning. The existing single family house is currently unoccupied. The adjoining tract is utilized by a church with a cemetery that wraps around subject parcel to the rear. The property south of subject parcel is an existing mobile home park. The City identified the corridor as a gateway corridor with the CBD District beginning near the intersection of Sardis Street.

City staff met with applicant who agrees that the architectural elements will be important if the property is redeveloped. The applicant wishes to rezone the property and utilize the existing structure. Further redevelopment of site may occur in the future and the applicant is fully aware of the development standards that would have to be met including but not limited to the following:

Parking plan
Storm water management
Buffer requirements
Architectural standards

ETO studio is an existing business located in the Summer Street/Main Street shopping center. The applicant wished to utilize this property as the business expands.

The application being considered is for the rezoning of subject property. The final site layout and design is still being considered by applicant who must present to staff to identify any development standards conflicts.

Staff identified large mature trees on site that can be part of tree preservation plan when redevelopment plans are finalized.

Staff Concludes that

- This project represents an opportunity to increase the architectural standard for the Main Street gateway corridor.
- Business expansion and retention is very important
- Coordinated site planning with City staff will be required for future development

Staff recommends approval with the following conditions:

1. Applicant will present final site plan layout and elevations for review and approval by Planning Commission and Mayor and Council when redevelopment plans are finalized
2. This rezoning approval is for the use only. All development standards will be met by design and any variances required will be responsibility of the property owner.
3. The subject parcel will not incorporate any use that involves the selling of alcohol.
4. Eating and drinking establishments will be prohibited as a permitted use.

Floor opened to public comment.

Floor closed to public comment.

Brief discussion by the board regarding stipulations took place.

Pat Ferris made motion, seconded by Richard Anderson to approve the rezoning for the property from City R-15 to City NRC (Neighborhood Retail Commercial) subject to staff's conditions as follows:

1. Applicant will present final site plan layout and elevations for review and approval by Planning Commission and Mayor and Council when redevelopment plans are finalized
2. This rezoning approval is for the use only. All development standards will be met by design and any variances required will be responsibility of the property owner.
3. The subject parcel will not incorporate any use that involves the selling of alcohol.
4. Eating and drinking establishments will be prohibited as a permitted use.

Motion carried. Vote 5-0

(l) Rezoning Request (RZ2006-11) Consideration to approve a rezoning request submitted by Pebblebrook Development, LLC, for property located at 0000 Pine Mountain Road (southwesterly side of Pine Mountain Road and the westerly side of Cobb Parkway (US Highway 41) Said request to rezone from City GC, R-20 to City HGB for proposed office condos development w/indoor storage. Land Lot 140, Tax Parcel 6, 20th District, 2nd Section, consisting of 2.84+/- acres. (Mayor and Council 8-7-06)

Darryl Simmons, Zoning Administrator, came forward and presented the application of rezoning of property located along the westerly side of Pine Mountain Road right-of-way. The applicant is seeking to rezone property from City GC (General Commercial) and R-20 to City HGB (Highway General Business) for an office condo development with indoor storage.

The proposed development will incorporate three buildings with rear service access and architectural elements complimentary to area. The subject tract is designated on the Future Land Use Map as Community Activity Center. The request is compatible with the FLUM designation.

Staff noted the proximity of the adjoining single family residential subdivision identified as the Villages at Pine Lake Mountain. The staff's analysis and recommendations incorporated code regulated protection. There is to be a 40 foot undisturbed buffer along the rear.

Brief discussion regarding the stream buffer on the western side of the property, which currently is shown on the site plan as 50 feet needs to be 75 feet according to standards currently adopted by the City. An accurate site plan was not received by staff.

Mr. Simmons gave a history on the property and how it is was developed up to today and the proposed elevation of the project being considered. Staff requires that an updated site plan in compliance with standards be submitted, which would show all architectural style – brick, stone stucco, shows the lighting proposed for the project along with landscaping including the required buffer.

Mr. Simmons recommends the use being proposed for the project to head off other intrusive uses allowed in the HGB district. Staff recommends approval with the following conditions:

1. Incorporate letter of stipulation from Attorney Kevin Moore, updated letter of July 10, 2006 with the change to strike all references of the term warehouse from description of the intended use.
2. Item 2 will be altered to reference a compliant site plan versus the submitted plan, dated April 24, 2006.

There was a power failure and equipment stopped recording.

The member of the commission discussed the plan and challenging site and how best to promote the best uses for the area. The members felt that it would be of a benefit to the applicant if they would supply a better site plan and address some of the concerns with buffering, parking, architectural style etc.

The attorney for the applicant, Mr. John Moore, came forward. He presented the application for rezoning of the property to Highway General Business. The applicant proposes two story buildings, which will be owed by individuals for professional use. The building would have four-sided brick with no loading zones. (Elevations were shown). The plan is to reduce the drive area to enlarge the buffer along the residential properties to the rear, which would also reduce the building sizes.

The letter of stipulation submitted would address the proposed uses zoned for the area and the applicant would also address those concerns about water and drainage on the property. The request from the applicant is to table this matter to allow them time to address concerns and submit a compliant site plan and to allow staff and members to visit site of West Oak in Sandy Springs, which is a project similar to what the applicant proposes for this area.

Floor opened to public comments.

Faye McColloch came forward and directs general questions concerning the site plan and voiced her objection to the rezoning.

Mr. Hyre of 2634 Laurel Lane asked that the commission consider denying the request to rezone the property to Highway General Business; however, he would trust the commission in whatever decision they make on the matter and work with staff and the developer to develop the best project on the site. Brief discussion regarding traffic concerns egress and decel lanes. Mr. Hyre voiced his concern on decrease in property values to the residential properties in the rear.

Floor closed to public comments.

Due to the power failure and recording equipment failure the best decision on this application was to accept at the applicant's request to table to the next agenda of the Planning Commission.

Alan Davis made motion, seconded by Richard Anderson to table the meeting and this application to the August 14, 2006, meeting of the Board.

Motion carried. Vote 5-0

Adjournment

Due to power failure the meeting of the Planning Commission was called and adjourned at 10:00pm

Respectfully submitted

Diane Wrobleski, Assistant Zoning Administrator

MINUTES OF MAYOR & COUNCIL
CITY OF KENNESAW
City Council Chambers
Monday, September 5, 2006
6:30 p.m.

Mayor Church opened the meeting at 6:30 p.m.

Present: Mayor Leonard Church
Mayor Pro-tem Mark Mathews
Councilmember John Dowdy
Councilmember Cindy Giles
Councilmember Bruce Jenkins
Councilmember Bill Thrash
City Clerk Debra Taylor
City Manager Steve Kennedy
City Attorney Fred Bentley, Jr.

I. INVOCATION

Fred Bentley, Jr. led the invocation.

II. PLEDGE OF ALLEGIANCE

Police Chief Callahan led the Pledge of Allegiance.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

Mayor Church recognized Judge Jim Bodiford and Helen Gorham as being present at tonight's meeting.

JUDGE BODIFORD: He is running for Chief Superior Court Judge for the sixth time and encouraged the public to vote. Even though he is running unopposed, he asked the public to exercise their right to vote.

V. PRESENTATIONS

A. Mayor Church and Councilmember Jenkins presented Police Chief Callahan with the Kennesaw Proclamation declaring September as National Preparedness Month. September has been declared National Preparedness Month by the U.S. Department of Homeland Security. This is a nationwide effort held each September to encourage Americans to take simple steps to prepare for emergencies in their homes, businesses and schools. The goal of the month is to increase public awareness about the importance of being prepared for emergencies and to encourage individuals to take action. More information regarding emergency preparedness is available at www.georgia911.org; www.ready.gov; www.citizencorps.gov.

VI. OLD BUSINESS

No items.

VII. NEW BUSINESS

No items.

VIII. PUBLIC HEARING(S)

A. Authorization for approval of **ORDINANCE NO. 2006-20, 2006** rezoning request submitted by Pebblebrook Development, LLC for property located at 0000 Pine Mountain Road (southwesterly side of Pine Mountain). Property located in Land Lot 140, Tax Parcel 6. Said request to rezoned property from City GC/R-20 to City HGB (Highway General Business) for proposed office condo development with inside storage on property with 2.84+/- total acres. Application was advertised on June 23, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on July 10, 2006 recommended tabling this application to the next scheduled Planning Commission of August 14, 2006. At their August 7, 2006 meeting, Mayor and Council continued this item to September 5, 2006. Planning Commission motioned to approve the rezoning request with conditions at their regular scheduled meeting August 14, 2006 vote 5-0. Darryl Simmons, Zoning Administrator recommends approval of the rezoning request with conditions as per attorney's letter dated August 30, 2006.

Zoning Administrator Simmons distributed a new rendering of the property and read the following stipulations into the record: (1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property; (2) Rezoning of the Subject Property shall be from the existing R-20 and General Commercial ("GC") zoning categories to Highway General Business ("HGB") zoning category for the purpose of a general business/office development, with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006; (3) Applicant shall submit a site plan for the development which complies with all City of Kennesaw development standards and ordinances for approval by City staff during the plan review process and prior to the issuance of any building or development permits; (4) Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials; (5) Applicant agrees that with respect to the proposed rezoning of the subject 2.64 acres, the proposed rezoning shall be "use specific" to general business/office as presented by Applicant; (6) Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process; (7) Applicant agrees that all lighting located to the front or sides of the proposed buildings, both within the Subject Property and on adjoining property which will be part of the proposed

development, shall be period or themed lighting to the architecture of the proposed development; and further, lighting located to the rear will be directional or hooded such that all beams or glare will be contained within the bounds of the proposed development; (8) Dumpster locations shall be as shown on the submitted site plan for the rezoned parcel, as well as, adjoining parcel to be included as part of the subject development. Dumpster pick-up shall be limited to Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m.; (9) There shall be no overnight parking of vehicles in the rear of the subject development; and such restriction shall be included in the operating covenants for the subject development; (10)Applicant agrees to the installation of an eight (8) foot wood privacy fence along that portion of the rezoned parcel adjacent to existing residential properties; (11) Applicant agrees that the future development shall be consistent with the general layout and design as shown and reflected on the submitted site plan; (12) The areas identified as undisturbed buffer to the southernmost boundary of tract will be binding and preserved as such with the developer being responsible to supplement additional trees if visual gaps are identified and field verified by the City of Kennesaw; (13) Applicant agrees to coordinate and seek approval from the City of Kennesaw on final layout of access drive to the proposed development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress; (14) Inter-parcel access and shared access drive shall be designed with adjoining vacant property once future development of adjoining vacant parcel is pursued; (15) The rear portion of all proposed office buildings that will be facing adjoining residential property will not be cinderblock but will match the building material and quality of the front and side facades of the buildings; (16) All HVAC units and utilities will be designed to be placed away from the adjoining residential properties to reduce any secondary noise from the units being heard by adjoining properties. Sound baffling materials can be incorporated into construction as long as the materials are consistent with the architectural quality for the building.

6:42 PM Floor Opened for Public Comment

KEVIN MOORE (on behalf on Pebblebrook Development): The stipulations mentioned by Mr. Simmons covered everything from them working in concert with adjoining neighbors, staff and the Planning Commission. He requests Council approval for what he believes to be a quality development and will be for General Business use. They are addressing the buffer issues as part of the stipulations. There will be a good downtown feel to the project. He requests approval of this 2.84+/- acres as part of the entire 11 acre tract to solve a problem with this property behind the shopping center which will be a project to be proud of.

6:44 PM Floor Closed to Public Comment

Mayor Church called for a vote on the implied motion to approve Ordinance No. 2006-20 to rezone Pebblebrook Development at 0000 Pine Mountain Road, with stipulations. Vote taken, approved unanimously 5-0. Motion carried.

[Agenda items VIII-B and C were presented concurrently.]

B. Authorization to approve ORDINANCE for annexation submitted by TBKP Development, LLC for property located on Ben King Road - intersection of the

northerly side of Ben King Road and the westerly side of McCollum Parkway. Property located in Land Lot 131, portion of Tax Parcel 40. Said request to annex 5.65+/- acres property for proposed senior age-restricted detached home development. Application was advertised on June 23, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on July 10, 2006 recommended tabling this application to the next scheduled Planning Commission meeting of August 14, 2006. Mayor & Council continued the item until September 5, 2006. At the August 14 meeting the Planning Commission motioned to deny rezoning and annexation requests, vote was 5-0. Darryl Simmons, Zoning Administrator recommends approval with conditions of annexation and RA-4 rezoning application with conditions: 1) Incorporate engineering conditions that address drainage, water retention and safe access for public vehicles and emergency services; 2) Developer to submit the engineering study, all approved drainage easements and drawings as part of the site plan review process to the Planning Commission and Mayor and Council; 3) Approve rezoning to RA-4 with a maximum of 3.53 density as submitted; 4) Developer will develop covenants that will be compatible with Pinetree CC covenants in function; 5) Proper landscaping and safety controls for proposed housing will be incorporated along golf course; 6) Provide a private road width of a minimum 24' bc; 7) Period lighting will be incorporated into the development which matches downtown Kennesaw design.

Zoning Administrator Simmons said this annexation and rezoning process started in June/July and there have been several recommended changes and revisions to the site plan. Staff is now recommending tabling this for 30-days based upon correspondence received today from Cobb County Planning Department regarding their objection letter. Mr. Simmons wants to go through the process with the County regarding the validity of some of their objections and look at HB 49 aspects and process.

6:47 PM Floor Open for Public Comments

Swearing-in of any witnesses or individuals offering comments on any of the following items.

JIM NAY (100 Galleria Parkway): He's here tonight representing adjoining property owner Richard Taylor and 257 neighbors who live in the immediate area where the property is located. They are strongly opposed to this rezoning and annexation. He feels anyone affiliated with the country club or TBKP Development should be disqualified to take part in, or consideration in this matter – he feels it constitutes a conflict. The Planning Commission unanimously opposed the project and then changed to approve. He distributed summary of his argument notes and a copy of Exhibit A from the City's Intergovernmental Agreement with Cobb County. He presented his arguments about zoning allowances as mentioned in the Intergovernmental Agreement. There should only be 0-2 dwellings units per acre to meet the land use standards. The County can change their land use plan when they want, but the City's Intergovernmental Agreement states we are bound to rezone only to unobjectionable districts and the City must comply with the agreed upon zoning classifications. This does not include the RA-4 category and would be a violation of the agreement. The plans call for 20 units with 3.53 dwelling units per acre which is far above the 2 units per acre as allowed by

Cobb County. RA-4 zoning is prohibited, there are issues regarding drainage and detention, cul-de-sac layouts and widths not in compliance, emergency services and vehicles which does not comply with the existing site plan. He feels five to six other variances would be required for this awkward shaped parcel. These private, undersized streets are inadequate and unsafe. The planning map clearly shows the proposed use is inconsistent with the surroundings, areas, patterns that surrounds it on all four sides. The City has already received two letters from the County objecting to this rezoning. It's a completely unsuitable development and allows the developer to make money for a project that does not fit. Mr. Nay distributed petitions from 257 people that are opposed to this development. He raised and imposes his constitutional challenge, and expressly maintain his constitutional rights in regards to the request that is before the Mayor and Council tonight. Please deny the annexation and rezoning.

HOLLY MARTIN (3333 Timberlake Road): She knows this project is on the FST zoning and not RA-4. Pinetree is a wonderful neighborhood of R-20 zoning. Cobb County spent an enormous about of time, effort, planning and tax dollars for future land use in this area. She knows the Mayor has worked hard on a better relationship with the County. There are storm water runoff problems and there is an area on Kings Drive that has had storm water problems for six years already and this project will seriously impact those people even further. Please don't go against the future land use plan.

CONNIE JOHNSON (37 Dekayne Drive): There is a serious drainage issue and the creek needs to be cleaned out. Nothing has been done and more development will be devastating to the existing homeowners. She distributed photos of past drainage problems in the area.

DAVID CONDON (3210 Wimbleton Court, Fairway 2): He is a country club member. He distributed photographs showing flooding that has occurred in his rear yard. He has lived in this area for 23 years and can attest to damage caused by mother nature and has concerns of "opening Pandora's box." The finished portion of the creek/natural ditch is approximately 45' and 150' (natural ditch) which is about 16' across and 4'-5' deep – this has flooded twice in 23 years that he knows of. There is 6,300 sq ft of hard surface along the path. If you do the math – 2,000 sq ft per unit minimum times 20 units creates almost an acre of asphalt and concrete – not counting the street surface, for an overall effect of eight times more asphalt than exists now. He brought up the "Katrina factor" regarding flooding potentials due to heavy rains. He recommends rejecting the proposal and keep the County Club estates the residential area it's supposed to be – keep the lid on Pandora's box.

KEVIN MOORE: Not everyone here opposes this project. He wants to separate fact from fiction. He disagrees with Mr. Nays comments, especially the Intergovernmental Agreement, as the County does not dictate rules on how cities run themselves – they are not prohibited from acting and disputes can be resolved. He agrees it is good to hold off for 30 days. The project will be an age-restricted, low density community limited to people 55 years and over with a maximum of 20 homes. The City does not have any such facilities/residential senior living. Certain land use categories as appropriate - one which is low density residential. The County allows five units per acre. He gave an example of another County project which included townhomes and it's a resounding success. Costs for the project units being discussed tonight will be $400,000/$450,000

average. Regarding stormwater: this project is part of Pinetree's renovation of it's golf course (hole #2) and involves the creek, ponds and stormwater facilities. This project can tie into that existing system and newly renovated stormwater design. There will not be water towards Ben King or McCullum. He will submit a respond to the County letter received this morning.

JERRY PERNELL (President, Pinetree County Club): Their membership voted by over 2/3s majority to sell the property. The entire 10-member Board support TBKP to build this quality project on this property. Asked Mayor and Council to see the merits of this development and approve the annexation in 30-days.

7:20 PM Floor Closed to Public Comment

Councilmember Mathews said there appears to be controversy on his involvement because he is a member of the country club, a call of notice was given to the City Attorney saying there could be a potential conflict of interest. He asks the City Attorney to review the information and resolve this possible conflict. He does not see this as a conflict of interest – there is no monetary advantages and he cannot even sell his membership. City Attorney Bentley said his research proved Pinetree Country Club is a non-profit organization. Bylaws were not specific on asset disposal. O.C.G.A. Code addresses if the club closed, members would receive nothing. Under Kennesaw Ethic Code 2-95: A member of the governing authority shall disqualify himself from participating in any official act or action of the city which results in a pecuniary benefit to the member or a business or activity in which he has an interest, when such benefit is not available to the public at large. There is no direct benefit to members and is offered to the public. This non-profit is not a 501(c)(3), but a 501(c)(7) and Councilmember Mathews holds less than 5% of the beneficial ownership. Dick v. Williams was a standard in ethic case and is the "appearance of impropriety" and that has to be determined by Council. There is an affidavit on file at the Clerk's office. He sees no legal impediment for Mr. Mathews to participate.

Request by Councilmember Thrash to adjourn to Executive Session to discuss legal, seconded by Councilmember Dowdy. Vote taken, approved unanimously 5-0. Motion carried.

Motion by Councilmember Thrash to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing legal, seconded by Councilmember Jenkins. Vote taken, approved unanimously 5-0. Motion carried.

7:25 PM Recess

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

7:34 PM Reconvened

Councilmember Thrash read the Board back into Open Session and directed the Mayor to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4, seconded by Councilmember Dowdy. Vote taken, approved unanimously 5-0. Motion carried.

MR. NAY: Sell the property for $1.4 million and will fix things. If this doesn't happen, someone else will have to come up with this $1.4 million and may have to have members pay increased dues and membership fees. Feels a pecuniary interest is involved. Mr. Bentley said normally it's 5% interest, 10% by state law - please don't mischaracterize. Mr. Mathews membership does not allow him to share in any equity. Mr. Nay said however, it does allow him to share in the losses, especially if the $1.4 million has to be made up by the membership.

Councilmember Mathews said a possible conflict would affect the entire Council if you follow that logic because annexations effects taxes; if he's a member of an HOA then "he shouldn't take any action" if he uses that logic. We just voted on the Swift/Cantrell Park which will affect nearby property owners, so again - then no one should vote. Where do we draw the line? Why are we even elected? Where does it end? We then couldn't act on HOAs because we can affect property values – it's all sticks and bricks. He takes his elected position seriously and doesn't feel this is any different than anything else they act upon. Mr. Bentley said that is not the intent of ethics laws. Mr. Mathews could consider abstention at this point while case law is researched further, without any prejudices with the right to vote. Georgia law even recognizes that you can have up to a 10% interest and still be able to participate in the process. The City ordinance disqualification is different and does not meet that criteria.

Mayor Church called for a vote on the motion by staff to table this item to the October 2, 2006 meeting. Vote taken, approved 4-0-1. Councilmember Mathews abstained without prejudice to future actions pending further legal review. Motion carried.

C. Authorization for ORDINANCE approving request for rezoning submitted by TBKP Development, LLC for property located on Ben King Road - intersection of the northerly side of Ben King Road and the westerly side of McCollum Parkway. Property located in Land Lot 131, portion of Tax Parcel 40. Said request to rezone 5.65+/- acres from County R-20 to City FST (Fee Simple Town Home) on property proposed for senior age-restricted detached home development. Application was advertised on June 23, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on July 10, 2006 recommended tabling this application to the next scheduled Planning Commission meeting of August 14, 2006. At their August 7th meeting, Mayor and Council continued this item to September 5th. Planning Commission at their regular scheduled meeting August 14, 2006 motioned to deny rezoning application, vote 5-0. Darryl Simmons, Zoning Administrator recommends approval with conditions of annexation and RA-4 rezoning application with conditions: 1) Incorporate engineering conditions that address drainage, water retention and safe access for public vehicles and emergency services; 2) Developer to submit the engineering study, all approved drainage easements and drawings as part of the site plan review process to the Planning Commission and Mayor and Council; 3) Approve rezoning to RA-4 with a maximum of 3.53 density as submitted; 4) Developer will develop covenants that will be compatible with Pinetree CC covenants in function; 5) Proper landscaping and safety controls for proposed housing will be incorporated along golf course; 6) Provide a private road width of a minimum 24' bc; 7) Period

lighting will be incorporated into the development which matches downtown Kennesaw design.

Mayor Church called for a vote on the motion by staff to table this item to the October 2, 2006 meeting. Vote taken, approved 4-0-1. Councilmember Mathews abstained without prejudice to future actions pending further legal review. Motion carried. Item VIII-B and C were considered concurrently.

D. Authorization for land use renewal permit submitted by Sandra Riedesel for property located at 3849 Princeton Oaks NW. Property located in Land Lot 88, Tax Parcel 210. Land Use Permit request to renew operation of business for a Day Care Center in a residential dwelling unit on property. Application was advertised on July 28, 2006 in the Marietta Daily Journal. At a meeting held on August 14, 2006, the Planning Commission recommended approval of the land use renewal with staff recommendations for a period of 24 months. Vote 5-0 • Maximum number of children to be limited to ten children • Hours of operation will be from 8:30 am to 12:00pm (noon) • Owner to maintain State approval • Land Use permit to be issued for period of two years • On street parking to be minimized as much as possible. Motion carried, vote 5-0. Zoning Administrator, Darryl Simmons, recommends approval with conditions: 1) Maximum number of children to be limited to ten children; 2) Hours of operation will be from 8:30 am to 12:00 pm; 3) Owner to maintain State approval; 4) Land Use permit to be issued for period of two years period; 5) On street parking to be minimized as much as possible.

Zoning Administrator Simmons reported this process started in 2003 and staff has never received any form of complaint on the subject property or operation of business.

7:48 PM Floor Open for Public Comment

The applicant was present, but there were no comments or questions.

7:48 PM Floor Closed to Public Comment

Mayor Church called for a vote on the implied motion to approve land use renewal permit submitted by Sandra Riedesel for property located at 3849 Princeton Oaks NW. Vote taken, approved unanimously 5-0. Motion carried.

E. Authorization for approval of **ORDINANCE NO. 2006-21, 2006** granting a rezoning request submitted by Lonnie Ayers for property located at 6101 Pine Mountain Road. Property located in Land Lot 139, Tax Parcel 42, 20th District, 2nd Section, Cobb County. Said request to rezone property from City R-20 to City General Commercial (GC) for purpose to correct an existing split zoning. Planning Commission at a meeting held on August 14, 2006, recommended approval of the rezoning from City General Commercial and R-20 to City Highway General Business (HGB) per staff recommendations. Motion carried, vote 5-0. Zoning Administrator, Darryl Simmons, recommends approval to rezone the property to HGB to be compatible with adjoining zoning district.

Zoning Administrator Simmons reported this rezoning is to correct a split zoning for a small triangle piece of property. This is basically a housekeeping issue.

7:50 PM Floor Opened for Public Comment

No comments.

7:50 PM Floor Closed to Public Comment

Mayor Church called for a vote on the implied motion to approve rezoning request submitted by Lonnie Ayers for property located at 6101 Pine Mountain Road. Vote taken, approved unanimously 5-0. Motion carried.

Motion by Councilmember Dowdy requesting to refund the applicant's fees, motion seconded by Councilmember Mathews. Vote taken, approved unanimously 5-0. Motion carried.

IX. CONSENT AGENDA

A. Approval of August 21, 2006 Mayor & Council Minutes.

B. Approval of an expense submitted by Mayor Church for lunch at Trackside Grill on August 18, 2006 with prospective member for the Planning Commission, Mitch Hyre. FUNDING LINE: 1100-100-52.3630 $29.05

C. Authorization for Mayor Church to execute cemetery deed to Dale Waldron for the purchase of two (2) lots in the City Cemetery, being Section III, Land Lots A & B, of Block 58. Mrs. Dale Waldron purchased two lots in the City Cemetery on August 25, 2006. This is authorization for the Mayor to execute said deed, in Section III, Lots A & B, Block 58 of the City Cemetery. Copy of deed attached. The City Clerk recommends approval.

D. Consideration for approval of a Closed Function Alcohol Serving Permit to serve alcoholic beverages on September 16, 2006 at the Community Center Meeting Room at 2753 Watts Drive. The applicant is Laney Huff. This is a birthday celebration. An off-duty police officer will be on site. Parks and Recreation Director recommends approval.

E. Authorization for closed function permit for the Georgia Parks & Recreation Commission quarterly meeting. The Georgia Parks and Recreation Commission will be holding their quarterly meeting at the Museum on September 12, 2006. The event will be from 6:30 p.m. until approximately 8:30 p.m. Dinner will be served by Bar-B-Q Street. Approximately 40 people will be in attendance. A police officer will be on site. The Recreation & Culture Director recommends approval.

F. Consideration to approve the lowest responsive bidder, Cline Service Corporation, to construct the first phase of the Community Wide Trail. Four contractors submitted bids on the trail specifications as designed by MacTec

engineering. The construction of the trail will be supported through recreation bond money and a $48,000 matching grant from the Land Water Conservation Fund. The Director for Parks and Recreation recommends approval of Cline Service Corporation: Cline Service corporation: $211,000 JJE Constructors: $382,096 CMES, Inc.: $528,281 Woodwind Construction Company: $446,500. FUNDING LINE: 301.4225.54.1461 - Capital Projects Fund $211,000

G. Community Development Budget Amendment Request. To transfer funds from Community Development to IT for data line connections/switch work managed and paid for by IT for remodeling of Community Development space. Bob Fox, Darryl Simmons and Mark Rice for Community Development and Teri Chambers for IT recommend approval. FUNDING LINE: 100-7500-53.1180 (from ED); FUNDING LINE: 100-7500-52.1260 (from ED); FUNDING LINE:100-1535-53.1180 (to IT).

H. Consideration to approve a budget amendment decreasing capital outlay line items: Sites 100.1055.54.1100, Adams Park Improvements 100.1055.54.1451, Equipment 100.1055.54.2500 and increasing operating account line items water/sewer 100.6100.53.1210 and electricity 100.6100.53.1230. The amendment form with justifications is attached. These amendments are necessary as we are transferring budgeted capital outlay monies to operating accounts. We have been able to complete all projects except the football practice field project which has just been approved by the school board. This project will not begin till next fiscal year.

I. Request for approval of a one-time variance for New Beginnings United Methodist Church, located at 2925 Mack Dobbs Rd, NW. The New Beginnings United Methodist Church is planning a church fundraiser that will include a Turkey Shoot event. The event will be held on private church property September 23, 2006 from 9:00 a.m. to 2:00 p.m. The request is for a one-time variance related to Sec 34-2 of the Kennesaw Code of Ordinances, which governs use of firearms. The site has been reviewed by Public Safety and determined to be safe for the event. Neighboring residents will be properly notified of the event. The City will request a hold harmless agreement for the event from New Beginnings United Methodist Church. City Manager recommends approval.

J. Consideration of ORDINANCE approving annexation request submitted by Seth Crawford for property located at 4048 Ayers. Properties identified as Land Lot 60, of the 20th District, 2nd Section, Tax Parcel 26. Applicant is requesting annexation approval for property currently zoned County R-20 to be annexed into the City of Kennesaw for property consisting of 1+/-acres. Application was advertised on May 26, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on June 12, 2006 recommended accepting the letter requesting a continuance, dated June 5, 2006. Next scheduled meeting dates for July 10, 2006 Planning Commission and August 7, 2006 Mayor and Council with applicant making the proper notification to surrounding property owners. Motion carried, vote 6-0. Planning Commission meeting held July 10, 2006 reviewed letter that itemized the proposed modifications to the site plan that will be resubmitted for Planning Commission review at their next scheduled meeting on

August 14, 2006. At their August 7th meeting, Mayor and Council continued the public hearing until September 5, 2006. Planning Commission on August 14, 2006 motioned to accept letter of withdrawal dated August 14, 2006 without prejudice, vote 5-0. Darryl Simmons, Zoning Administrator recommends accepting letter of withdrawal dated August 14, 2006 without prejudice.

K. Consideration of ORDINANCE approving rezoning request submitted by Seth Crawford for properties located at 4048 Ayers, 4058 Ayers, 4068 Ayers and 1465 Shiloh Road. Properties identified as Land Lot 60, of the 20th District, 2nd Section, Tax Parcels 27, 31, 26, 28. Applicant is requesting rezoning approval for properties currently zoned County R-20 to City UVC (Urban Village Commercial) for properties consisting of 7.76+/-acres. Application was advertised on May 26, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on June 12, 2006 recommended accepting the letter, dated June 5, 2006, requesting a continuance. Next scheduled meeting dates for July 10, 2006 Planning Commission and August 7, 2006 Mayor and Council with applicant making the proper notification to surrounding property owners. Motion carried, vote 6-0. Planning Commission meeting held July 10, 2006 reviewed letter that itemized the proposed modifications to the site plan that will be resubmitted for Planning Commission review at their next scheduled meeting on August 14, 2006. At their August 7, 2006 meeting, Mayor and Council continued the public hearing until their September 5, 2006 meeting. Planning Commission on August 14, 2006 motioned to accept letter of withdrawal dated August 14, 2006 without prejudice, vote 5-0. Darryl Simmons, Zoning Administrator recommends accepting letter of withdrawal dated August 14, 2006 without prejudice.

L. Consideration of variance request submitted by Seth Crawford for properties located at 4048 Ayers, 4058 Ayers, 4068 Ayers and 1465 Shiloh Road. Properties identified as Land Lot 60, of the 20th District, 2nd Section, Tax Parcels 27, 31, 26, 28. Applicant is requesting variance approval for properties currently zoned County R-20 to City UVC (Urban Village Commercial) for properties consisting of 7.76+/-acres. Application was advertised on May 26, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on June 12, 2006 recommended accepting the letter of continuance. Next scheduled meeting dates for July 10, 2006 Planning Commission meeting. Planning Commission at their July 10, 2006 meeting motioned to table this item to the August 14, 2006 meeting. At their August 8, 2006 meeting, Mayor and Council continued this item to their September 5, 2006 meeting. August 14, 2006 Planning Commission motioned to accept letter of withdrawal dated August 14, 2006 without prejudice, vote 5-0. Darryl Simmons, Zoning Administrator recommends letter of withdrawal dated August 14, 2006 without prejudice.

M. Atlanta Falcons Football Team "Paint the Town Red" Promotional Street Team Event. The Atlanta Falcons promotions staff is interested in hosting a 30 minute promotional event in downtown Kennesaw. The event is scheduled for Friday, November 3rd from 11:45 a.m.-12:30 p.m. (this does not include set up or break down time). The event will target pedestrian traffic during the lunch hour. The event will require 2 parking spaces for the Falcons promotional vans. These vans

are equipped with exterior sound systems, which will be operated by a Falcons staff emcee. The event is free, open to the public, and will include Atlanta Falcons football trivia contests and football ticket give-aways. Council approved the use of the City parking lot near Trackside Grill as the designated event area. The Public Relations Coordinator has contacted the Special Events Committee and will be presenting the event information to that Committee on Wednesday, September 6 at 4:00 p.m. The Public Relations Coordinator recommends Council approving the event being hosted in the City pending approval by the Special Events Committee.

Mayor Church called for a vote on the implied motion to approve the Consent Agenda, engross. Vote taken, approved unanimously 5-0. Motion carried.

X. COMMITTEE AND BOARD REPORTS

DEPARTMENT REPORTS

XI. POLICE DEPARTMENT (Councilmember Bruce Jenkins)
TIM CALLAHAN, Chief

No items.

XII. INFORMATION TECHNOLOGY (Councilmember Mark Mathews)
TERI CHAMBERS, Director

No items.

XIII. PUBLIC WORKS (Councilmember Bill Thrash)
WOODY MCFARLIN, Director

No items.

XIV. RECREATION AND CULTURE AGENCY (Councilmember John Dowdy)
JEFF DROBNEY, Agency Director
DOUG TAYLOR, Director

No items.

XV. COMMUNITY DEVELOPMENT (Councilmember Cindy Giles)
ROBERT FOX, Director
DARRYL SIMMONS, Zoning Administrator
MARK RICE, Building Official

Motion by Councilmember Thrash to add the described over to the agenda, seconded by Councilmember Giles. Vote taken, approved unanimously 5-0. Motion carried. ITEM: Authorization for the City Attorney to prepare utility easement for water service to The Village at Fullers Chase and for the Mayor to execute easement. The Village at Fullers Chase entails 28 town homes requiring an 8" water main for service to the residences and hydrants. The developer in consultation with Kennesaw Public Works, Cobb Water and the developer's consulting engineer determined the most feasible location for the water line is from Cherokee Street across lots 9 and 10 of Fullers Chase Phase 1; then clipping the back southeast corner of the City owned Bobby Grant Center property for 0.038 acres. The developer has provided for the utility easement on lots 9

and 10 (see attached drawing). The service line for Phase 1 is 3" and is inadequate for the second phase. The R/W width of the new drive to Cherokee Street (Boone Drive) has insufficient width for the utility line. Access to the water main on Big Shanty is not feasible due to inadequate width of the existing utility easement. This is a non-exclusive agreement and the developer would be financially responsible for relocation costs (of the utilities) if necessary. Community Development Director, Bob Fox, recommends approval.

Motion by Councilmember Thrash to approve easement for water service to The Village at Fullers Chase and for the Mayor to execute a non-exclusive easement with the condition the developer or applicant pay cost of platting and provide City with metes and bounds description, motion seconded by Councilmember Giles. Vote taken, approved unanimously 5-0. Motion carried.

XVI. FINANCE AND ADMINISTRATION (Councilmember Bill Thrash) KENNETH TURNER, Director

No items.

XVII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

RON PAPLIONI (General Manager, Lake Allatoona Preservation Authority): Mr. Paplioni expressed his appreciation to the City for what we do with zoning and storm water management because a good portion runs into the water shed. This is our water shed, where we get the drinking water so we should have a vested interest. Big development on the north side of the lake is occurring and will have an impact and will certainly economically impact the City of Kennesaw, as the Lake has done for the past 53 years.

XVIII. CITY MANAGER'S REPORT - Steve Kennedy

City Manager Kennedy reported the home rule Charter amendment on taxation was not on tonight's agenda because the public hearing dates were omitted in the legal ad. As well, he requests another ordinance as written, be changed to allow regular meetings be called and voted upon as needed. This will allow a final public hearing at a third regular meeting to be held on September 27th. The budget and revised Personnel Manual will also be adopted at this meeting. City Attorney Bentley said he recommends amending specific code to permit additional regular meetings be held if approved by Mayor and Council.

XIX. MAYOR'S REPORT

A. Appointments to any Boards and Commissions requiring appointments by the Council. This item is for (re)appointments made by the City Council to any Board or Commission requiring an appointment to fill any vacancies or resignations.

No items.

B. Mayoral appointments to standing Boards and Committees. Appointments to any Boards and Committees made by the Mayor to fill any vacancies, resignations, and to create or dissolve committees, as deemed necessary.

No items.

XX. EXECUTIVE SESSION - Land, Legal, Personnel

A. 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 as provided under O.C.G.A. 50-14-2(1); and/or personnel matters as provided under O.C.G.A 50-14-3(6) and/or real estate matters as provided under O.C.G.A. 50-14-3.

No items.

XXI. ADJOURN

Mayor Church adjourned at 7:59 p.m. until the next regularly scheduled meeting on Monday, September 18, 2006 at 6:30 p.m. in the Council Chambers.

_____

Debra Taylor, City Clerk

Regular Council Agenda
9/5/2006 6:30:00 PM
0000 Pine Moutain - Rezoning
Community Development

Title of Agenda Item:	Authorization for approval of ORDINANCE rezoning request submitted by Pebblebrook Development, LLC for property located at 0000 Pine Mountain Road (southwesterly side of Pine Mountain)
Title of Agenda Item:	Property located in Land Lot 140, Tax Parcel 6. Said request to rezoned property from City GC/R-20 to City HGB (Highway General Business) for proposed office condo development with inside storage on property with 2.84+/- total acres. Application was advertised on June 23, 2006 in the Marietta Daily Journal. Planning Commission at a meeting held on July 10, 2006 recommended tabling this application to the next scheduled Planning Commission of August 14, 2006. At their August 7, 2006 meeting, Mayor and Council continued this item to September 5, 2006. Planning Commission motioned to approve the rezoning request with conditions at their regular scheduled meeting August 14, 2006 vote 5-0. Darryl Simmons, Zoning Administrator recommends approval of the rezoning request with conditions as per attorney's letter dated August 30, 2006.
Funding Line(s)	

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP

WWW.MIJS.COM

JOHN R. MOORE
STEPHEN C. STEELE
WILLIAM R. JOHNSON‡
ROBERT D. INGRAM†
J. BRIAN ONEIL
G. PHILLIP BEGGS
ELDON L. BASHAM
MATTHEW J. HOWARD
JERE C. SMITH
CLAYTON O. CARMACK
KEVIN B. CARLOCK†
ALEXANDER T. GALLOWAY III†
J. KEVIN MOORE
RODNEY R. MCCULLOCH
SUSAN S. STUART
DANIEL A. LANDIS**

BRIAN D. SMITH
HARRY R. TEAR III
W. TROY HART†
JEFFREY A. DAXE
MELISSA M. GILBERT
JOYCE W. HARPER
AMY K. WEBER
COURTNEY H. MOORE
KIM A. ROPER
TARA C. RIDDLE
KELLI L. WOLK
TANYA L. CROSSE*
ROBERT W. BROWN II
VICTOR P. VALMUS
JEFFERY L. DICKERSON
T. SHANE MAYES

192 ANDERSON STREET
MARIETTA, GEORGIA 30060

TELEPHONE (770) 429-1499
TELECOPIER (770) 429-8631

BILLING ADDRESS
P.O. BOX 3305 • MARIETTA, GEORGIA 30061

TENNESSEE OFFICE
CEDAR RIDGE OFFICE PARK, SUITE 483
408 N. CEDAR BLUFF ROAD • KNOXVILLE, TENNESSEE 37923

TELEPHONE (865) 692-9039
TELECOPIER (865) 692-9071

ANGELA N. SMITH
OPHELIA W. CHAN
DARRELL L. SUTTON
KASI R. WHITAKER
AUTUMN L. VEAZEY
NICHOLAS J. PETERSON*
JEFFREY K. STINSON
JAMES D. WALKER III
CHRISTOPHER D. GUNNELS*
CHRISTOPHER L. MOORE
JENNIFER S. WHITE*
RYAN G. PRESCOTT
RICARDO J. DeMEDEIROS
BRETT A. MILLER
KAREN S. KURTZ

CHRISTOPHER C. MINGLEDORFF
MORGAN E. POSTEN
KATHERINE G. CRONE
RYAN E. JARRARD*
ANN A. HAMMENECKER*
JAMES D. BLISCH*
ESTHER VAYMAN
COLE B. STINSON† **

OF COUNSEL:
JOHN L. SKELTON, JR.†

† ALSO ADMITTED IN TN
* ALSO ADMITTED IN FL
** ALSO ADMITTED IN NM
*** ALSO ADMITTED IN NC
‡ ADMITTED ONLY IN TN

July 10, 2006

Mr. Darryl T. Simmons
Zoning Administrator
City of Kennesaw
2529 J. O. Stephenson Avenue
Kennesaw, Georgia 30144

Hand Delivered

RE: Application for Rezoning
Application No.: RZ2006-11
Applicant: Pebblebrook Development, LLC
Property Owner: King's Crossing Management, LLC
Property: 2.84 acres located on the southwesterly side of Pine Mountain Road, westerly of Cobb Parkway (U.S. Highway 41), Land Lot 140, 20th District, 2nd Section, Cobb County, Georgia

Dear Darryl:

As you know, this firm and the undersigned represent Pebblebrook Development, LLC, the Applicant (hereinafter referred to as "Applicant"), and King's Crossing Management, LLC, the Property Owner (hereinafter referred to as "Property Owner"), in their Application for Rezoning concerning the 2.84 acre tract located at the southwesterly side of Pine Mountain Road, westerly of Cobb Parkway (U.S. Highway 41), City of Kennesaw, Cobb County, Georgia (hereinafter the "Subject Property"). After conferences with planning and zoning staff, conferences with area residents, reviewing the uses of surrounding properties, we have been authorized by the Applicant and Property Owner to submit this letter of agreeable stipulations and conditions which, if the pending Application for Rezoning is approved, as submitted, shall become a part of the grant of the requested zoning and

shall be binding upon the Property. This letter shall supersede and replace in full that certain letter of agreeable stipulations and conditions dated and submitted July 7, 2006. The referenced stipulations are as follows:

(1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property.

(2) Rezoning of the Subject Property shall be from the existing R-20 and General Commercial ("GC") zoning categories to Highway General Business ("HGB") zoning category for the purpose of a general business/office development, with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006. Applicant shall submit a site plan for the development which complies with all City of Kennesaw development standards and ordinances for approval by City staff during the plan review process and prior to the issuance of any building or development permits.

(3) Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials.

(4) Applicant agrees that with respect to the proposed rezoning of the subject 2.64 acres, the proposed rezoning shall be "use specific" to general business/office as presented by Applicant.

(5) Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as

well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process.

(6) Applicant agrees that all lighting contained within the proposed development, both within the Subject Property and on adjoining property which will be part of the proposed development, shall be period or themed lighting to the architecture of the proposed development; and further, will be directional or hooded such that all beams or glare will be contained within the bounds of the proposed development.

We believe the requested zoning, together with the Rezoning Drawing and the stipulations set forth herein, is an appropriate use of the Subject Property while taking into consideration the existing conditions of the area. The proposed development shall be of the highest quality and shall be an enhancement to the Subject Property and the community as a whole. Thank you for your consideration in this request.

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

J. Kevin Moore

JKM:cc
c: Mayor and City Council
Planning Commission

Pebblebrook Development, LLC

PLANNING COMMISSION MINUTES – DRAFT
July 10, 2006

Item: Pine Mountain/Cobb Parkway

(A) Rezoning Request (RZ2006-11) Consideration to approve a rezoning request submitted by Pebblebrook Development, LLC, for property located at 0000 Pine Mountain Road (southwesterly side of Pine Mountain Road and the westerly side of Cobb Parkway (US Highway 41) Said request to rezone from City GC, R-20 to City HGB for proposed office condos development w/indoor storage. Land Lot 140, Tax Parcel 6, 20th District, 2nd Section, consisting of 2.84+/- acres. (Mayor and Council 8-7-06)

Darryl Simmons, Zoning Administrator, came forward and presented the application of rezoning of property located along the westerly side of Pine Mountain Road right-of-way. The applicant is seeking to rezone property from City GC (General Commercial) and R-20 to City HGB (Highway General Business) for an office condo development with indoor storage.

The proposed development will incorporate three buildings with rear service access and architectural elements complimentary to area. The subject tract is designated on the Future Land Use Map as Community Activity Center. The request is compatible with the FLUM designation.

Staff noted the proximity of the adjoining single family residential subdivision identified as the Villages at Pine Lake Mountain. The staff's analysis and recommendations incorporated code regulated protection. There is to be a 40 foot undisturbed buffer along the rear.

Brief discussion regarding the stream buffer on the western side of the property, which currently is shown on the site plan as 50 feet needs to be 75 feet according to standards currently adopted by the City. An accurate site plan was not received by staff.

Mr. Simmons gave a history on the property and how it is was developed up to today and the proposed elevation of the project being considered. Staff requires that an updated site plan in compliance with standards be submitted, which would show all architectural style – brick, stone stucco, shows the lighting proposed for the project along with landscaping including the required buffer.

Mr. Simmons recommends the use being proposed for the project to head off other intrusive uses allowed in the HGB district. Staff recommends approval with the following conditions:

1. Incorporate letter of stipulation from Attorney Kevin Moore, updated letter of July 10, 2006 with the change to strike all references of the term warehouse from description of the intended use.
2. Item 2 will be altered to reference a compliant site plan versus the submitted plan, dated April 24, 2006.

There was a power failure and equipment stopped recording.

The member of the commission discussed the plan and challenging site and how best to promote the best uses for the area. The members felt that it would be of a benefit to the applicant if they would supply a better site plan and address some of the concerns with buffering, parking, architectural style etc.

The attorney for the applicant, Mr. John Moore, came forward. He presented the application for rezoning of the property to Highway General Business. The applicant proposes two story buildings, which will be owed by individuals for professional use. The building would have four-sided brick with no loading zones. (Elevations were shown). The plan is to reduce the drive area to enlarge the buffer along the residential properties to the rear, which would also reduce the building sizes.

The letter of stipulation submitted would address the proposed uses zoned for the area and the applicant would also address those concerns about water and drainage on the property. The request from the applicant is to table this matter to allow them time to address concerns and submit a compliant site plan and to allow staff and members to visit site of West Oak in Sandy Springs, which is a project similar to what the applicant proposes for this area.

Floor opened to public comments.

Faye McColloch came forward and directs general questions concerning the site plan and voiced her objection to the rezoning.

Mr. Hyre of 2634 Laurel Lane asked that the commission consider denying the request to rezone the property to Highway General Business; however, he would trust the commission in whatever decision they make on the matter and work with staff and the developer to develop the best project on the site. Brief discussion regarding traffic concerns egress and decel lanes. Mr. Hyre voiced his concern on decrease in property values to the residential properties in the rear.

Floor closed to public comments.

Due to the power failure and recording equipment failure the best decision on this application was to accept at the applicant's request to table to the next agenda of the Planning Commission.

Alan Davis made motion, seconded by Richard Anderson to table the meeting and this application to the August 14' 2006, meeting of the Board.

PLANNING COMMISSION

8-14-06 – Draft Minutes (portion of)

TOPIC: Pine Mountain-Cobb Parkway, rezoning :

> **(C)Rezoning Request (RZ2006-11)** Consideration to approve a rezoning request submitted by Pebblebrook Development, LLC, for property located at 0000 Pine Mountain Road (southwesterly side of Pine Mountain Road and the westerly side of Cobb Parkway (US Highway 41) Said request to rezone from City GC, R-20 to City HGB for proposed office condos development w/indoor storage. Land Lot 140, Tax Parcel 6, 20th District, 2nd Section, consisting of 2.84+/- acres. (Mayor and Council 8-7-06)

Darryl Simmons, Zoning Administrator, came forward and presented the application of rezoning of property located along the westerly side of Pine Mountain Road right-of-way. The applicant is seeking to rezone property from City GC (General Commercial) and R-20 to City HGB (Highway General Business) for an office condo development with indoor storage.

The proposed development will incorporate three buildings with rear service access and architectural elements complimentary to area. The subject tract is designated on the Future Land Use Map as Community Activity Center. The request is compatible with the FLUM designation.

Staff noted the proximity of the adjoining single family residential subdivision identified as the Villages at Pine Lake Mountain. The staff's analysis and recommendations incorporated code regulated protection. There is to be a 40 foot undisturbed buffer along the rear.

Brief discussion regarding the stream buffer on the western side of the property, which currently is shown on the site plan as 50 feet needs to be 75 feet according to standards currently adopted by the City. A corrected site plan was received with noted item changes including showing the 40 foot undisturbed buffer along all residentially zoned properties, accurate scale and the stream buffer reflected according to the adopted City codes.

Mr. Simmons gave a history on the property and how it is was developed up to today and the proposed elevation of the project being considered. Staff requires that an updated site plan in compliance with standards be submitted, which would show all architectural style – brick, stone stucco, shows the lighting proposed for the project along with landscaping including the required buffer.

Mr. Simmons recommends the use being proposed for the project to head off other intrusive uses allowed in the HGB district. Staff recommends approval with the following conditions:

- Incorporate all conditions specified in letter of stipulations dated July 10, 2006 prepared by Moore Ingram Johnson and Steele.

- Dumpster location will be coordinated with the City staff in order to minimize impact to adjoining residential properties. Garbage pickup will not occur before 7 am and after 7pm.
- The areas identified as undisturbed buffer to the southernmost boundary of tract will be binding and preserved as such with the developer being responsible to supplement additional trees if visual gaps are identified and field verified by the City of Kennesaw.
- Coordination and approval from City of Kennesaw on final layout of access drive to development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.
- Interparcel access and shared access drive to be designed with adjoining vacant property once future development of adjoining vacant parcel is pursued.
- Rear portion of all proposed office buildings that will be facing adjoining residential property will not be Cinder block but will match the building material and quality of the front and side facades of buildings.
- All HVAC units and utilities will be designed to be placed away from the adjoining residential properties to reduce any secondary noise from the units being heard by adjoining properties. Sound baffling materials can be incorporated into construction as along as the materials are consistent with the architectural quality for the building.

The members of the commission discussed the plan and challenging site and how to promote the best uses for the area, including bonding to help protect the buffer areas, better traffic flow with the interparcel access, dumpster locations and lighting.

The attorney for the applicant, Mr. John Moore, came forward. He presented the application for rezoning of the property to Highway General Business. The applicant proposes two story buildings, which will be owed by individuals for professional use. The building would have four-sided brick with no loading zones. (Elevations in file). The revised plan shows the reduction of the drive area to enlarge the buffer along the residential properties to the rear, which would also reduce the building sizes.

The letter of stipulation previously submitted addresses the proposed uses zoned for the area such as professional offices; including the owner of the properties restate office, surveyors, engineers, contractors who would have enclosed project storage. He discussed briefly the dumpster locations, lighting and property owners association to be created to help with maintenance of the property.

Mr. Moore commented that this use appears to be a better fit then the other attempts made for rezoning and would request that the commission consider approval of the rezoning including the letter of stipulations dated July 10, 2006.

Floor opened to public comments.

Faye McColloch came forward voiced her concerns over the service drive, which is located so close to the residentially zoned properties can place one in harms way. Perhaps better fencing - concrete style. She submitted photos for the commission to review which showed concerns about the easement (which she said they probably have no idea about) on her property, landscaping and drainage. People say they will do things and never do – she indicated that she has had this problem for a number of years

and has seen nothing done – fencing, buffer area running along the Villages at Pine Mountain. Any kind of requirements placed on this project **must** be submitted in writing. I have concern with promises because what took place with the previous development for the buffer, landscaping area is still not complete, fences down, trees down, flooding. For the last four years Ms. McColloch stated she has tried to get items rectified to no success. Still waiting. She thanked the commission for their time.

Mr. Mitchell Hyre of 2634 Laurel Lane asked that the commission to consider some of the verbal stipulations that the applicant has expressed to the community during the times of communications, which is appreciated by the residents. Those included:

- Erection of a 8foot privacy fence
- Dumpster locations
- Time of dumpster pickups
- Low level lighting
- Site plan specific
- Overnight vehicle

The applicant responded agreement to the above noted items. Dumpster location along the islands behind buildings 200 and 300, with pickup times limited to weekdays, curb lighting with hooded or low level lighting in the rear of the buildings along with some decorative post lighting on the site. No overnight parking of service vehicles.

Concern as to fencing and landscaping all to be addressed with the new development and maintained by the office association.

Floor closed to public comments.

Brief discussion followed with motion was made by Doug Rhodes, seconded by Richard Anderson to a approve the rezoning from City GC & R-20 to City HGB with staff recommendations

- Incorporate all conditions specified in letter of stipulations dated July 10, 2006 prepared by Moore Ingram Johnson and Steele.
- Dumpster location will be coordinated with the City staff in order to minimize impact to adjoining residential properties. Garbage pickup will not occur before 7 am and after 7pm. In addition ***Planning Commission added language as to dumpster location on the islands of buildings 200 and 300 and that pick-up would be limited to weekdays***
- The areas identified as undisturbed buffer to the southernmost boundary of tract will be binding and preserved as such with the developer being responsible to supplement additional trees if visual gaps are identified and field verified by the City of Kennesaw.
- Coordination and approval from City of Kennesaw on final layout of access drive to development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.
- Interparcel access and shared access drive to be designed with adjoining vacant property once future development of adjoining vacant parcel is pursued.
- Rear portion of all proposed office buildings that will be facing adjoining residential property will not be Cinder block but will match the building material and quality of the front and side facades of buildings.

- All HVAC units and utilities will be designed to be placed away from the adjoining residential properties to reduce any secondary noise from the units being heard by adjoining properties. Sound baffling materials can be incorporated into construction as along as the materials are consistent with the architectural quality for the building.
- ***Planning Commission added that there would be no overnight parking of service vehicles***
- ***Planning Commission added a stipulation of an 8 foot fence***
- ***Planning Commission added stipulation that the rezoning is subject to a site plan specific – similar to revised plan dated August 3, 2006 by Karl Lutjens of Southland Engineering, Inc and identified as Concept Site C subject to meeting all development standards during construction review***

Motion carried. Vote 5-0

REZONING APPLICATION

Case # RZ2006-11

Date: May 26, 2006

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

****Note: If property is identified as being located within the Kennesaw Historic District and there are to be any exterior improvements or changes to be made such as, façade, parking, landscaping, signage, etc. applicant must follow application procedures to the Historic Preservation Commission. Please consult with Planning and Zoning Staff.**

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

FROM GC, R-20 **TO** HGB

REZONING PROPERTY ADDRESS 0000 Southwesterly side of (Pine Mountain Road,) westerly of Cobb Parkway (U.S. Highway 41)

Land Lot 140 Tax Parcel 6 Present Zoning GC, R-20 Lot Size 2.84

Current Use Vacant Proposed Use Office/~~Warehouse~~ Condos w/ indoor storage gpm

Legal Description of property (short form) Land Lot 140, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia

APPLICANT Pebblebrook Development, LLC

Applicant's residence 1800 Airport Road, Kennesaw, Georgia 30144 (Fax #) (770) 423-1544

(Home #) Not Applicable (Work #) (678) 738-0205 (Cell #) (404) 915-0914

OWNER OF PROPERTY King's Crossing Management, LLC

Owner's residence Suite 300, 1950 North Park Place Atlanta, Georgia 30339 (Fax #) (770) 419-1905

(Home #) Not Applicable (Work #) (678) 793-6301 (Cell #) (770) 329-0706

WHO WILL DO PRESENTATION OR REPRESENTATION OF YOUR APPLICATION AT ALL THE PUBLIC HEARINGS?

Name Moore Ingram Johnson & Steele, LLP (Work #) (770) 429-1499 (Cell #) Not Applicable

ATTORNEY ~~XXXXXXXXXXXXXXX~~ J. Kevin Moore, Esq.

Address 192 Anderson Street, Marietta, Georgia 30060

(Home #) Not Applicable (Work #) (770) 429-1499 (Cell #) Not Applicable

Carolyn E. Cook

Notary Notary Public, Cobb County, Georgia My Commission Expires Jan. 10, 2007

ic7@mijs.com

PEBBLEBROOK DEVELOPMENT, LLC

BY: [signature]

Signature of Applicant

Mitchell J. Nimey, Managing Member

5/4/2006

CONTACT PERSON FOR PROJECT Mitchell J. Nimey

Address 1800 Airport Road, Kennesaw, Georgia 30144 (Fax #) (770) 423-1544

(Home #) Not Applicable (Work #) (678) 738-0205 (Cell #) (404) 915-0914

1. The relationship of the applicant to the property in questions is ( ) Owner ( ) Tenant/Leasee (X) Purchaser under contract ( ) Other, please specify _____

2. If the applicant is not the owner of the property in question, the applicant must have the property owner sign the appropriate area of the affidavit of ownership. See Attached

3. Has the applicant been before the Board on the property in questions in the past? ( ) Yes (X) No
If yes, state when and why Not Applicable

4. Was the request ( ) Approved ( ) Denied ( ) Withdrawn Not Applicable

5. If the Owner and Applicant are not the same, please complete the Affidavit of Ownership.
See Attached

6. Resident Population 0 Housing Units 0 Other buildings 0

PLEASE SUBMIT THE FOLLOWING WITH THE APPLICATION:

1. A deed with legal description of property noting the property owner.

2. A plat or boundary survey drawn to scale by a registered engineer with the preliminary plans for development shown thereon. These plans must include building location, parking areas, access points, land lot lines, north arrow, buffer areas and other information as required by the Planning Commission.

3. Tax plat map showing surrounding property zoning with designation stated from Future Land Use Map for parcel being rezoned.

4. Disclosure Forms

OFFICE USE ONLY

Check Number 216 Fee 375.00

Date of Advertising _____ & _____ Newspaper _____

Date/Hearing Planning Commission 7-10-06 Action E

Date/Hearing Mayor and Council 8-7-06 Action _____

Stipulations: _____

ATTACHMENT TO APPLICATION FOR REZONING

Application No.: _____
Hearing Dates: _____
_____

Applicant: **Pebblebrook Development, LLC**
Titleholder: **King's Crossing Management, LLC**

Representative on behalf of Applicant and Property Owner

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____
J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Property Owner

Signed, sealed, and delivered in the presence of:

_____
Notary Public, State of Georgia
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 10, 2007

Moore Ingram Johnson & Steele, LLP
Attorneys at Law
192 Anderson Street
Marietta, Georgia 30060
(770) 429-1499
(770) 429-8631 (Telefax)

STATE OF GEORGIA
COBB COUNTY

AFFIDAVIT OF OWNERSHIP

Richard Tuley, Jr., Managing Member of King's Crossing Management, LLC, of full age, being duly sworn according to law on oath disposes and says, that the deponent resides at Suite 300, 1950 North Park Place, Atlanta, Georgia 30339 in the municipality of Not Applicable in the County of Cobb City and State of Georgia and is the owner in fee of all that certain lot, piece or parcel of land situated, and designated as Land Lot 140, Tax Parcel 6 in the attached application.

KING'S CROSSING MANAGEMENT, LLC

BY: _____

Owner to sign here

Richard Tuley, Jr., Managing Member

Owner Phone Number (678) 793-6301 (Office)

Sworn and subscribed before me this 26th day of May 20 06

Caroline E. Cook

Notary Public

Notary Public, Georgia
My Commission Expires 10, 2007

5/4/2006

STATE OF GEORGIA
COBB COUNTY

AUTHORIZATION

(If anyone other than the above owner is making this application the following authorization must be executed.)

Pebblebrook Development, LLC is hereby authorized to make the within application.

KING'S CROSSING MANAGEMENT, LLC

May 26, 2006
Date

BY: _____
Owner to sign here
Richard Tuley, Jr., Managing Member

Sworn and subscribed before me this 26th day of May 2006

Carolyn E. Cook
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 10, 2007

AFFIDAVIT OF REPRESENTATION

Pebblebrook Development, LLC is hereby authorized to make the within application.

KING'S CROSSING MANAGEMENT, LLC

May 26, 2006
Date

BY: _____
Owner to sign here
Richard Tuley, Jr., Managing Member

Sworn and subscribed before me this 26th day of May 20 06

Carolyn E. Cook
Notary Public
Notary Public, Cobb County, Georgia
My Commission Expires Jan. 10, 2007

5/4/2006

CAMPAIGN DISCLOSURE REPORT BY APPLICANT

(A separate form must be completed by each applicant – please see definition below)

Has the applicant made, within two (2) years immediately preceding the filing of this application, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? [ ] Yes [X] No

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

PLEASE APPLY THE FOLLOWING INFORMATION WHICH WILL BE CONSIDERED AS THE REQUIRED DISCLOSURE:

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT, THIS 26th DAY OF May ,2006

PEBBLEBROOK DEVELOPMENT, LLC

BY:

APPLICANT SIGNATURE Mitchell J. Nimey
Managing Member

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

Applicant means any person who makes application and any attorney, other person representing or acting on behalf of a person who makes application to the Mayor and Council and Planning Commission.

PROPERTY/FINANCIAL DISCLOSURE REPORT BY APPLICANT

(A separate form must be completed by each applicant – please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? [ ] Yes [X] No - To the best of our knowledge, information, and belief.

If "yes" Name Not Applicable.

If so, describe the nature and extent of such interest:

Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No, to the best of our knowledge, information, and belief.

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above?

[ ]Yes [X] No - To the best of our knowledge, information, and belief.

If "yes" Name Not Applicable.

If so, describe the nature and extent of such interest:

Not Applicable.

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT, THIS 26th DAY OF May, 2006

PEBBLEBROOK DEVELOPMENT, LLC

BY: _____

APPLICANT'S SIGNATURE Mitchell J. Nimey
Managing Member

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

Applicant means any person who makes application and any attorney, other person representing or acting on behalf of a person who makes application to the Mayor and Council and Planning Commission.

5/4/2006

CAMPAIGN DISCLOSURE REPORT BY APPLICANT

(A separate form must be completed by each applicant – please see definition below)

Has the applicant made, within two (2) years immediately preceding the filing of this application, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? [ ] Yes [X] No

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

PLEASE APPLY THE FOLLOWING INFORMATION WHICH WILL BE CONSIDERED AS THE REQUIRED DISCLOSURE:

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT, THIS 26th DAY OF May ,20 06

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

APPLICANT SIGNATURE J. Kevin Moore
Georgia Bar No. 519728
Attorneys for Applicant and Property Owner

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

Applicant means any person who makes application and any attorney, other person representing or acting on behalf of a person who makes application to the Mayor and Council and Planning Commission.

PROPERTY/FINANCIAL DISCLOSURE REPORT BY APPLICANT

(A separate form must be completed by each applicant – please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? [ ] Yes [X] No
- To the best of our knowledge, information, and belief.

If "yes" Name Not Applicable.

If so, describe the nature and extent of such interest:

Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

No, to the best of our knowledge, information, and belief.

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above?

[ ]Yes [X]No - To the best of our knowledge, information, and belief.

If "yes" Name Not Applicable.

If so, describe the nature and extent of such interest:

Not Applicable.

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT, THIS 26th DAY OF May, 20 06

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

APPLICANT'S SIGNATURE

J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Property Owner

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

Applicant means any person who makes application and any attorney, other person representing or acting on behalf of a person who makes application to the Mayor and Council and Planning Commission.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 140 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being 2.88 acres as shown on plat for King's Crossing, prepared by Centerline Surveying Systems, Inc., and being more particularly described as follows:

BEGINNING at the common corner of Land Lots 139, 140, 165, and 166, said district and section; thence running north 89 degrees 23 minutes 09 seconds west as measured along the southerly land lot line of Land Lot 140, said district and section, for a distance of 74.82 feet to a point; thence running north 78 degrees 50 minutes 25 seconds west for a distance of 293.34 feet to a point and corner; thence running north 10 degrees 03 minutes 54 seconds east for a distance of 178.00 feet to an iron pin found; thence running north 01 degrees 27 minutes 26 seconds east for a distance of 197.63 feet to a point and corner; thence running south 76 degrees 34 minutes 50 seconds east for a distance of 148.14 feet to a point thence running along the arc of a curve to the left, an arc distance of 93.57 feet on a radius of 200.00 feet to a point; thence running north 76 degrees 36 minutes 52 seconds east for a distance of 24.21 feet to a point and corner located on the southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running south 22 degrees 21 minutes 21 seconds east as measured along the southwesterly right of way of Pine Mountain Road for a distance of 70.07 feet to an iron pin found at the intersection of the southwesterly right of way of Pine Mountain Road with the easterly land lot line of Land Lot 140, said district and section; thence running south 00 degrees 28 minutes 32 seconds west as measured along the easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the point of BEGINNING.

DRIVING DIRECTIONS

Go WEST on J.O. Stephenson Avenue toward Dallas Street

Turn LEFT onto Dallas Street

Go approximately 0.2 miles and make a SLIGHT RIGHT onto Watts Drive

Go approximately 0.2 miles and make a SLIGHT RIGHT onto US-41 North

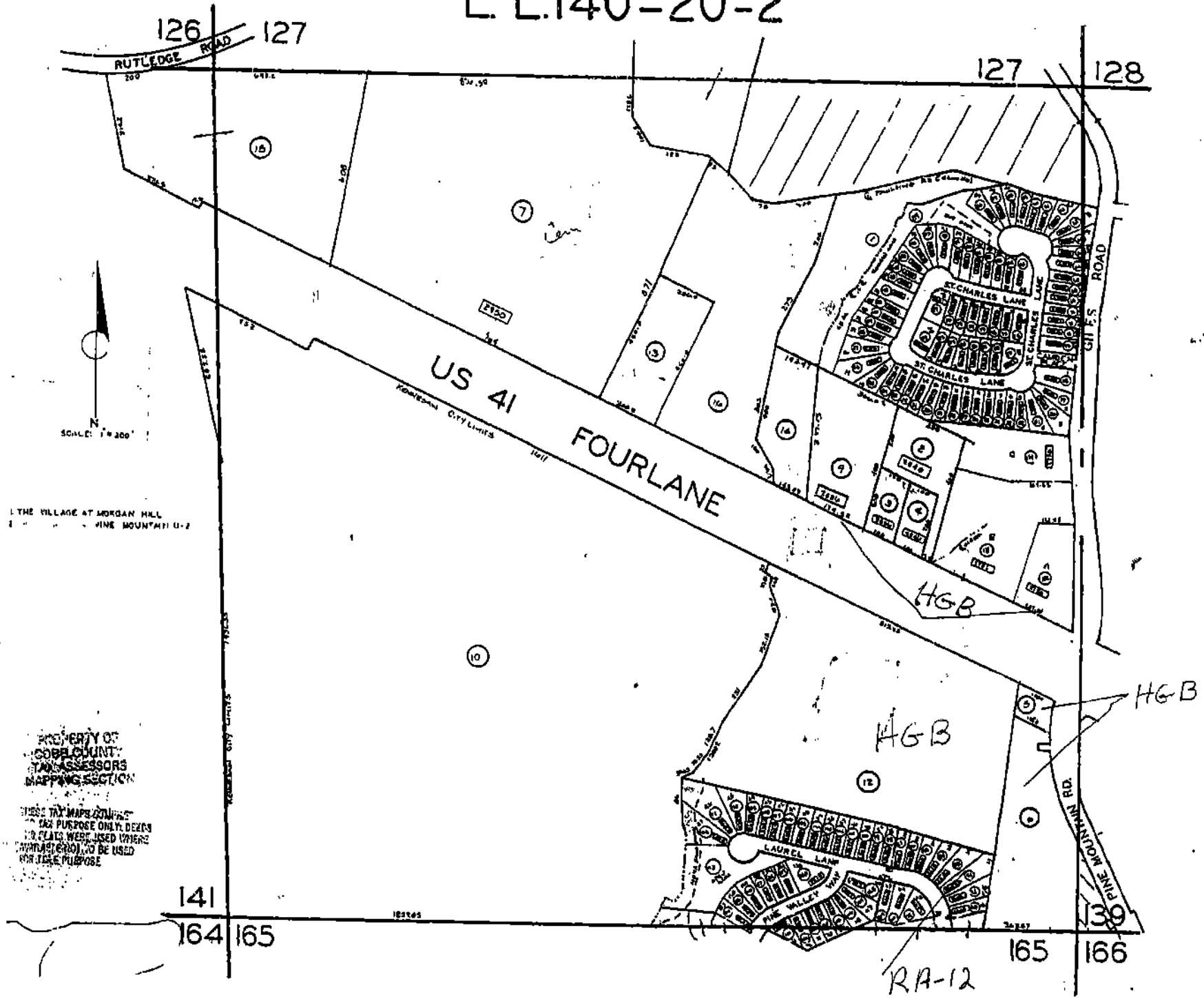
Go approximately 0.2 miles north on US-41 to the Pine Mountain Road Intersection

Turn LEFT onto Pine Mountain Road

The sight will be located approximately 0.1 miles from the intersection on the RIGHT side (northerly) of Pine Mountain Road

20-140

L. L.140-20-2



The Village At Pine Mountain
RZ2006-11 Concerned Residents Petition

We, the undersigned, as residents of The Village At Pine Mountain wish to air concerns regarding the rezoning petition #RZ2006-11. They are as follows:

A) The community preference is that this area remain undisturbed, however in the interest of development, we understand that change is eminent. We believe that the designation of O&I would better suit the asthetics of our neighborhood and better preserve our property values.

B) The plan, as shown, shows a 40' buffer however this is a buffer of curbing and asphalt. The nine properties which adjoin the parcel in question are requesting a 40' undisturbed buffer with an 8' privacy fence on the development side of the buffer. The adjoining property owners shall agree not to assume ownership of the buffer through care and maintenance. Our interest is only in our privacy.

C) The plan, as submitted does not show dumpster locations or central trash collection site. Our concern is not just limited to their location but also the times at which the trash will be collected.

D) All homes on Laurel Lane have bedrooms located in the rear of the dwelling. We are concerned about high intensity lighting interrupting our sleep.

E) We are concerned about the hours of operation and after hour deliveries of the business tenants who may occupy suites in the event the zoning is changed to HGB.

F) We believe that ingress/egress of this parcel onto Pine Mountain Road by delivery vehicles and additional general traffic will exacerbate an already dire traffic situation on this road. We would like to know how Kennesaw plans to deal with this.

G) We feel strongly that allowing a zoning designation which will permit the building of personal mini storage space would drastically compromise the asthetics and security of our quiet community. If this is in the City's Plan, we wholeheartedly petition against it.

	Name	Address	Signature
1	MITCHELL HYRE	2631 Laurel Lane	[illegible]
2	L. Michelle Eaton	2632 Laurel Lane	L. Michelle Eaton
3	Garret Mitchell	2630 Laurel Lane	[illegible]
4	[illegible]	2630 Laurel Lane	[illegible]
5	[illegible]	2628 Laurel Lane N.W.	[illegible]
6	Stacey Sawyer	2628 Laurel Lane	[illegible]
7	Evelyne Fortin	2644 LAUREL LANE	Evelyne Fortin
8	[illegible]	2648 Laurel Ln	[illegible]
9	Jennifer Zieminick	2648 Laurel Ln.	Jennifer L. Zieminick
10	Shawna Sims	2642 Laurel Ln	[illegible]
12	JORJAN ROSAS	2680 Laurel Ln	[illegible]
13	Christopher Baker	2631 Laurel Ln	Christopher R. Baker
14	[illegible]	2638 Laurel Ln	[illegible]
15	LINDA New	2643 Laurel Ln.	[illegible]
16	[illegible]	2657 Laurel Ln	[illegible]
17	Stela Shandler	2652 " "	[illegible]
18	Avis Cimaron	2650 Laurel Lane	Avis Cimaron
19	LUIS LEON	2657 Laurel Ln.	[illegible]

20	CAROLYN LINK	2658 LAUREL LANE	[illegible]
21	Joe Link	2658 Laurel Ln.	[illegible]
22	Joel Smith	2662 Laurel Lane	[illegible]
23	LINDA HART	2662 Laurel Lane	[illegible]
24	Mary McDonald	2659 Laurel Lane	[illegible]
25	Ada B. Andrews	2666 Laurel Lane	[illegible]
26	DOROTHY GAESS	2661 LAUREL LANE	[illegible]
27	Janet Hall Nash	2814 Pine Valley Way	[illegible]
28	James T. Nash	2814 Pine Valley Way	[illegible] 7704809734
29	Sharon Noel	2808 Pine Valley Way	[illegible]
30	Carolyn Evan	2670 Laurel Lane	[illegible]
31	[illegible]	2678 Laurel Lane	[illegible]
32	Lucia Lunera	2682 Laurel Ln.	[illegible]
33	Arlene O'Grady	2695 Laurel Ln	[illegible]
34	LAURA GARUTI	2644 Laurel Lane	[illegible]
35	FRANCIS J. HICKEY	2660 Laurel Lane	[illegible]
36	Audrey Hickey	2660 Laurel Ln	[illegible]
37	SEAN EACHUS	2645 Laurel Lane	[illegible]
38	Nancy Farlow	2649 Laurel Lane	[illegible]
39	[illegible]	2639 Laurel Ln	[illegible]
40	Heather Harvey	2639 Laurel Ln	[illegible]
41	Elizabeth Ballenger	2649 Laurel Lane NW	[illegible]
42	Daniel Brelsford	2653 Laurel Lane	[illegible]
43	Eula Dinsmore	2655 Laurel Lane	[illegible]
44	Peggy Phillips	2654	[illegible]
45	[illegible]	2656 Laurel Lane	Janet Jacobs
46	Charity Lawrence	2656 Laurel Lane	[illegible]
47	JOYCE RUTHERFORD	2817 PINE VALLEY	[illegible]
48	[illegible]	2813 Pine Valley Way	[illegible]
49	Lorel Hall	2813 Pine Valley Way	[illegible]
50	Ron Spencer	2805 Pine Valley Way	[illegible]
51	Franklin Reed	2806	[illegible]
52	Nathaniel Sims	2642 Laurel Lane	[illegible]
53	GREGG SNYDER	2622 LAUREL LANE	[illegible]
54	Rebecca Snyder	2623 Laurel Ln	Rebecca Snyder
55	Meg Hagan	2623 Laurel Ln	Meg Hagan

56	Jeffrey W Palmer	2619 Laurel Lane	Jeffrey W Palmer
57	[illegible]	2620 Laurel Lane	[illegible]
58	Karen Richardson	2602 Laurel Lane	Karen Richardson
59	Ruth V. Lakeman	2600 Laurel Lane	Ruth V. Lakeman
60	Thomas N. Jones	2600 Laurel Lane	Thomas N. Jones
61	George Lakeman	2600 Laurel Lane	George W. LAKEMAN
62	Kathleen Killingback	2756 Highland Ridge	Kathleen Killingback
63	Cheryl Tillman	2754 Highland Ridge	Cheryl L Tillman
64	Jose Luis Malagon	2744 Highland Rdg.	[illegible]
65	DAVID HARBER	2734 HIGHLAND RIDGE	David Harber
66	Melis Arnold	2737 Highland Ridge	[illegible]
67	Mike Bledsoe	2732 Highland Ridge	M. Bledsoe
68	Kim Dell	2754 Highland Ridge	[illegible]
69	Lisa Manning	2740 Highland Rd	[illegible]
70	Victor Durand	2740 Highland Rd	Victor Durand
71	Tracey Rotenberger	2624 Laurel Lane	Tracey Rotenberger
72	Joyce Johnston	2819 Pine Valley Way	Joyce Johnston
73	Sarah Banks	2702 Highland Ridge	Sarah Banks
74	Carol Kemp	2730 Highland Ridge	Carol Kemp
75	Julie Norman	2722 Highland Ridge	[illegible]
76	Yvonne Cui	2625 Laurel Dr 92154	[illegible]
77	[illegible]	2617 Laurel Ln Kearny Ca	[illegible]
78	Ethel Mosher	2750 Highland Ridge Kearny Mesa	Ethel Mosher
79	Kathy Singhas	2746 Highland Ridge Rd.	[illegible]
80	Stephen Smith	2732 Highland Ridge	[illegible]
81	Jon Stanaff	2732 Highland Ridge	[illegible]
82	[illegible]	2732 Highland Ridge	[illegible]
83	Bonnie Hall	2725 Gen Schwarzkopf Ct	[illegible]
84	Kristopher Johnson	2731 Gen. Schwarzkopf Ct	Kristopher Johnson
85	Denise Guzzardo	2733 Gen Schwarzkopf Ct	[illegible]
86	Linda McPherson	2735 Gen Schwarzkopf	Linda McPherson
87	Cindy Amos	2751 Highland Ridge	Cindy Amos
88	Phillip Tomaszewski	2802 Pine Valley Way	[illegible]
89	Kimberly Hurley	2807 Pine Valley Way	[illegible]
90	Rhonda Hall	2731 Highland Ridge Ave	[illegible]
91	Susan Thomas	2718 Highland Ridge	[illegible]

2715 Highland Ridge 30152

	Jean W. Durst	[illegible]	Jean W. Durst
93	James R Gipson	2606 Laurel Lane	James R. Gipson
94	Claudia Arbaledo	2609 Laurel Lane	Claudia Arbaledo
95	Peter Franco	2604 Laurel Lane	[illegible]
96	Phillip Evans	2760 Highland Ridge	Phillip Evans
97	Simon Temperton	2753 Highland Ridge	Simon Temperton
98	Alice Regina Lane	2749 Highland Ridge	Alice Regina Lane
99	Thomas Atkins	2749 Highland Ridge	Thomas Atkins
100	Tyler Pass	2742 Highland Ridge	Tyler Pass
101	Sue Hopper	2736 Highland Ridge	Sue Hopper
102	Pam Cleghorn	2723 Highland Ridge	Pam Cleghorn
103	Stephen Barth	2732 Highland Ridge	Stephen Barth
104	John Petrone	2804 Dominion Lane	John Petrone
105	Billy Joe Batchelor	2726 Highland Ridge	Billy Joe Batchelor
106	Anne M. Sparks	2610 Laurel Lane	Anne M. Sparks
107	SUSAN G. SCHROEDER	2714 HIGHLAND RIDGE	Susan G. Schroeder
108	Ellen R. Sharp	2758 Highland Ridge	Ellen R. Sharp
109	Chris Siminski	2617 Laurel Lane	[illegible]
110	[illegible]	2745 Highland Ridge	[illegible]
111	Susan Fuller	2721 Highland Ridge	Susan Fuller
112	Patricia Snyder	2692 Laurel Lane	Patricia Snyder
113	Erin Snyder	2642 Laurel Lane	Erin Snyder
114	John Massarello	261[illegible] Laurel Ln.	[illegible]
115	Laura Saheim	2712 Highland Ridge	Laura Saheim
116	Michelle Dmyphan	2708 Highland Ridge	Michelle Dmyphan
117	Mary Rowe	2704 Highland Ridge	Mary Rowe (MARY Rowe)
118	Bettie Evans	2760 Highland Ridge	BETTIE EVANS
119	LYNETTE PASS	2742 Highland Ridge	Lynette Pass
120	Stephanie Youngblood	2807 Pine Valley Way	[illegible]
121	Faye McCullar	2672 Laurel Ln	Faye McCullar
122	John Oliver	2807 PINE VALLEY WAY	John Oliver
123	Becky [illegible]	2669 Laurel Lane	Becky [illegible]
124	PAUL SCHIFFMAN	2616 LAUREL CN. NW	[illegible]
125	Nicholas Shaw	2722 Highland Ridge	[illegible]
126	MARIE M. FIEVET	2720 HIGHLAND RIDGE	Marie Fievet
127	[illegible]	2718 Highland Ridge	[illegible]

128	Sunny Shaw	2722 Highland Ridge, Kennesaw	Sunny Shaw
129	Wednesdy Cooper	2809 Pine Valley Wy Kennesaw	[illegible]
130	Eric L Carbonell	2676 Laurel Ln NW Kennesaw	[illegible]
131	Laurie Bertrand	2686 Laurel Lane Kennesaw	L Bertrand
132	Chris Perrucci	2651 Laurel Lane Kennesaw	Chris Perrucci
133	MARY H. Smith	2636 Laurel Lane Kennesaw	Mary H Smith
134	William J. Smith	2636 Laurel Lane Kennesaw	[illegible]
135	GREGORY SOCZEWKA	2690 LAUREL LANE KENNESAW	[illegible]
136	ANNA SOCZEWKA	2690 LAUREL LANE KENNESAW	[illegible]
137	ALVIN WILLIAMS	2640 LAUREL LN KENNESAW	[illegible]
138	Melody Jacobs	2620 Laurel Lane Kennesaw	Melody Jacobs
139			
140			
141			
142			
143			
144			
145			
146			
147			
148			
149			
150			
151			
152			
153			
154			
155			
156			
157			
158			
159			
160			
161			
162			
163			

Item VIII-D
8-30-06

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

JOHN H. MOORE
STEPHEN C. STEELE
WILLIAM R. JOHNSON†
ROBERT D. INGRAM†
J. BRIAN O'NEIL
G. PHILLIP BEGGS
ELDON L. BASHAM
MATTHEW J. HOWARD
JERE C. SMITH
CLAYTON D. CARMACK
KEVIN S. CARLOCK†
ALEXANDER T. GALLOWAY III†
J. KEVIN MOORE
RODNEY R. McCOLLOCH
SUSAN S. STUART
DARREL A. LANDIS—

BRIAN D. SMITH
HARRY R. TEAR III
W. TROY HARE†
JEFFREY A. OAKE
MELISSA W. GILBERT
JOYCE W. HARPER
AMY K. WEBER
COURTNEY H. MOORE
KIM A. ROPER
TARA C. BIDDLE
KELLI L. WOLK
SANYA L. CROSSE†
ROBERT W. BROWN II
VICTOR P. VILLMUS
JEFFREY L. DICKERSON
T. SHANE MAYES

192 ANDERSON STREET
MARIETTA, GEORGIA 30060
TELEPHONE (770) 429-1499
TELECOPIER (770) 429-8631

BILLING ADDRESS
P.O. BOX 3305 • MARIETTA, GEORGIA 30061

TENNESSEE OFFICE
CEDAR RIDGE OFFICE PARK, SUITE 403
409 N. CEDAR BLUFF ROAD • KNOXVILLE, TENNESSEE 37923
TELEPHONE (865) 692-9035
TELECOPIER (865) 692-9071

ANGELA H. SMITH
OPHELIA W. CHAN
DARRELL L. SUTTON
KIM B. SHEAKER
NICHOLAS J. FEDERICH*
JAMES D. WALKER III
CHRISTOPHER D. GRAMELS*
CHRISTOPHER L. MOORE
JENNIFER R. WHITE*
BRIAN G. PRESCOTT
RICARDO J. DeMEDEIROS
BRETT A. MILLER
KARMI S. KURTZ
CHRISTOPHER C. MIDDLEDORFF
MORGAN E. FOSTER
KATHERINE G. CRONE

BRIAN E. JARRARD*
ANN A. HAMMERSCHEN*
JAMES D. BUSCH*
ESTHER WATMAN
COLE R. STIMSON†—
SUZANNE E. HENRICKSON

OF COUNSEL:
JOHN L. SKELTON, JR.†

† ALSO ADMITTED IN TN
* ALSO ADMITTED IN FL
— ALSO ADMITTED IN SC
— ALSO ADMITTED IN DC
† ADMITTED ONLY IN TN

August 30, 2006

Mr. Darryl T. Simmons
Zoning Administrator
City of Kennesaw
2529 J. O. Stephenson Avenue
Kennesaw, Georgia 30144

Hand Delivered

RE: Application for Rezoning

Application No.:	RZ2006-11
Applicant:	Pebblebrook Development, LLC
Property Owner:	King's Crossing Management, LLC
Property:	2.84 acres located on the southwesterly side of Pine Mountain Road, westerly of Cobb Parkway (U.S. Highway 41), Land Lot 140, 20th District, 2nd Section, Cobb County, Georgia

Dear Darryl:

As you know, this firm and the undersigned represent Pebblebrook Development, LLC, the Applicant (hereinafter referred to as "Applicant"), and King's Crossing Management, LLC, the Property Owner (hereinafter referred to as "Property Owner"), in their Application for Rezoning concerning the 2.84 acre tract located at the southwesterly side of Pine Mountain Road, westerly of Cobb Parkway (U.S. Highway 41), City of Kennesaw, Cobb County, Georgia (hereinafter the "Subject Property"). After conferences with planning and zoning staff, conferences with area residents, reviewing the uses of surrounding properties, we have been authorized by the Applicant and Property Owner to submit this letter of agreeable stipulations and conditions which, if the pending Application for Rezoning is approved, as submitted, shall become a part of the grant of the requested zoning and shall be binding upon the Property. This letter shall supersede

and replace in full those certain letters of agreeable stipulations and conditions dated and submitted July 7, 2006, and July 10, 2006. The referenced stipulations are as follows:

(1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property.

(2) Rezoning of the Subject Property shall be from the existing R-20 and General Commercial ("GC") zoning categories to Highway General Business ("HGB") zoning category for the purpose of a general business/office development, with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006.

(3) Applicant shall submit a site plan for the development which complies with all City of Kennesaw development standards and ordinances for approval by City staff during the plan review process and prior to the issuance of any building or development permits.

(4) Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials.

(5) Applicant agrees that with respect to the proposed rezoning of the subject 2.64 acres, the proposed rezoning shall be "use specific" to general business/office as presented by Applicant.

(6) Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as

well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process.

(7) Applicant agrees that all lighting located to the front or sides of the proposed buildings, both within the Subject Property and on adjoining property which will be part of the proposed development, shall be period or themed lighting to the architecture of the proposed development; and further, lighting located to the rear will be directional or hooded such that all beams or glare will be contained within the bounds of the proposed development.

(8) Dumpster locations shall be as shown on the submitted site plan for the rezoned parcel, as well as, adjoining parcel to be included as part of the subject development. Dumpster pick-up shall be limited to Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m.

(9) There shall be no overnight parking of vehicles in the rear of the subject development; and such restriction shall be included in the operating covenants for the subject development.

(10) Applicant agrees to the installation of an eight (8) foot wood privacy fence along that portion of the rezoned parcel adjacent to existing residential properties.

(11) Applicant agrees that the future development shall be consistent with the general layout and design as shown and reflected on the submitted site plan.

(12) The areas identified as undisturbed buffer to the southernmost boundary of tract will be binding and preserved as such with the developer being responsible to supplement additional trees if visual gaps are identified and field verified by the City of Kennesaw.

(13) Applicant agrees to coordinate and seek approval from the City of Kennesaw on final layout of access drive to the proposed development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.

(14) Interparcel access and shared access drive shall be designed with adjoining vacant property once future development of adjoining vacant parcel is pursued.

(15) The rear portion of all proposed office buildings that will be facing adjoining residential property will not be cinderblock but will match the building material and quality of the front and side facades of the buildings.

(16) All HVAC units and utilities will be designed to be placed away from the adjoining residential properties to reduce any secondary noise from the units being heard by adjoining properties. Sound baffling materials can be incorporated into construction as long as the materials are consistent with the architectural quality for the building.

We believe the requested zoning, together with the Rezoning Drawing and the stipulations set forth herein, is an appropriate use of the Subject Property while taking into consideration the existing conditions of the area. The proposed development shall be of the highest quality and shall be an enhancement to the Subject Property and the community as a whole. Thank you for your consideration in this request.

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

J. Kevin Moore

JKM:cc
c: Mayor and City Council
Planning Commission

Pebblebrook Development, LLC

City of Kennesaw

Rezoning Report

July 3, 2006

CASE NUMBER	:	**RZ-2006-11**
CURRENT ZONING	:	**GC and R-20**
ZONING CHANGE	:	**HGB**
LOCATION	:	**Westerly side of Pine Mountain**
TAX PARCEL NUMBER	:	**20-140-6**
ACREAGE	:	**2.84 acres**
PROPOSED DEVELOPMENT	:	**Office condos with indoor storage**

ADJACENT ZONING:

NORTH- GC/HGB
SOUTH- R-20 and FST (formerly RA-12)
EAST- GC
WEST- HGB and FST (formerly RA-12)

APPLICANT: Pebblebrook Development

PROPERTY OWNERS: King's Crossing Management

PROPERTY DESCRIPTION:

Property located along westerly side of Pine Mountain Road right of way

APPLICANT'S REQUEST:

The applicant is requesting to rezone parcel from GC and R-20 to HGB zoning for office condo development

STAFF ANALYSIS:

The proposal for this tract is incorporation into larger office condo development on adjoining HGB zoned tract located behind Kings Crossing Retail Center. The overall development will incorporate three buildings with rear service access and architectural elements complimentary to area. The submitted site plan contained errors that conflicted with the City of Kennesaw Development Standards. The items identified by staff include the following:

1. 40 foot required buffer illustrating encroachment with parking and drives. This is not allowed under section 670 of the zoning ordinance.
2. Scale was inaccurate for drawing
3. 75' stream buffer required versus the 50 foot buffer shown

The City of Kennesaw met with the attorney for applicant, Kevin Moore of Moore Ingram Johnson &Steele regarding this development. The applicant was informed ahead of time of the conflicts on the conceptual drawing and was not timely in revising the plat. The applicant's intent was to show conceptually the development and how the rezoned tract would fit into the overall development. The HGB zoning requested would b allow the condo use.

Applicant addressed the conflicts on the previous submitted plat. The revised plat illustrates development concept in compliance to the district standards including the following:

- Plat illustrates required landscape buffer along all boundaries abutting residentially zoned property.
- Scale was addressed
- 75' stream buffer was clearly identified.

Subject tract is designated on the FLUM as CAC (Community Activity Center). The request is compatible with the FLUM designation.

Staff has noted the proximity of the adjoining single family residential subdivision identified as The Villages at Pine Lake Mountain. Staff analysis and recommendations incorporates code regulated protection.

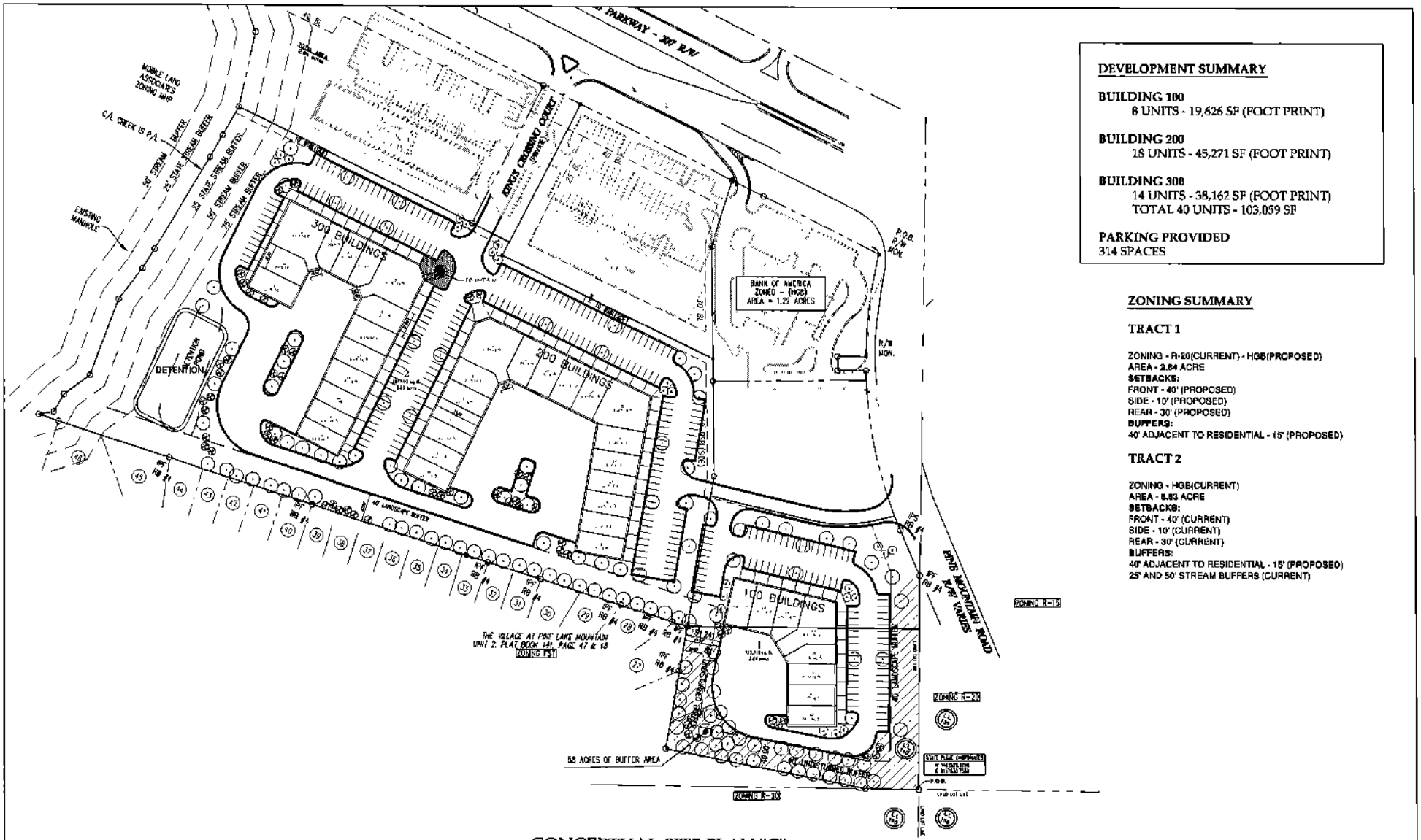
Staff Conclusions

- Office condos with internal storage is an appropriate transition to residential zoning

STAFF RECOMMENDATION:

Staff recommends approval with the following conditions:

Compliance with all conditions as per letter of stipulations dated August 30, 2006. prepared by Moore, Ingram Johnson and Steele



CONCEPTUAL SITE PLAN "C"

SouthLand Engineering Inc.
925 NORTH TENNESSEE STREET
CARTERSVILLE, GEORGIA 30120

King's Crossing Site

GRAPHIC SCALE

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2006-

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM CITY GC(General Commercial) & R20 TO CITY HGB (Highway General Business) FOR PROPERTY LOCATED AT SOUTHWESTERLY SIDE OF PINE MOUNTAIN ROAD, WESTERLY SIDE OF COBB PARKWAY (U.S. HIGHWAY 41)

WHEREAS, PEBBLEBROOK DEVELOPMENT, LLC has made application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from City GC (General Commercial) & R20 to City HGB (Highway General Business) on 2.88 acre+/- parcel located at Southwesterly side of Pine Mountain Road, westerly side of Cobb Parkway (U.S. Highway 41) (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on June 23, 2006,of a public hearing before the Kennesaw Planning Commission held on July 10, 2006 and the Mayor and Council on August 7, 2006; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal on July 10, 2006; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal on August 7, 2006; and

WHEREAS, the Mayor and Council have determined that the proposed amendment to the Official Zoning Map is in the public interest and meets the standards established in the Kennesaw Zoning Code.

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from City GC (General Commercial) & R20 to City HGB (Highway General Business) for the following described property:

ALL OF THAT TRACT OR PARCEL OF LAND Lying And Being In Land Lot 140 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, And Being 2.88 acres as shown on plat for King's Crossing, prepared by Centerline Surveying Systems, Inc. and being more particularly described as follows:

BEGINNING at the common corner of Land Lots 139, 140, 165 and 166, said district and section; thence running north 89 degrees 23 minutes 09 seconds west as measured along the southerly land lot line of Land Lot 140, said district and section for a distance of 74.82 feet to a point; thence running north 78 degrees 50 minutes 24 seconds west for a distance of 293.34 feet to a point and corner; thence running north 10 degrees 03 minutes 54 seconds east for a distance of 178.00 feet to an iron pin found; thence running north 0l degrees 27 minutes 26 seconds east for a distance of 197.63 to a point and corner; thence running south 76 degrees 34 minutes 50 seconds east for a distance of 148.14 feet to a point thence running along the arc of a curve to the left, an arc distance of 93.57 feet on a radius of 200.00 feet to a point; thence running north 76 degrees 36 minutes 52 seconds east for a distance of 24.21 feet to a point and corner located on the southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running south 22 degrees 21 minutes 21 seconds east as measured along the southwesterly right of way

of Pine Mountain Road for a distance of 70.07 feet to an iron pin found at the intersection of the southwesterly right of way of Pine Mountain Road with the easterly land lot line of Land Lot 140, said district and section; thence running south 00 degrees 28 minutes 32 seconds west as measured along the easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the point of BEGINNING.

SECTION 2. BE IT FURTHER ORDAINED THAT that the Planning Commission makes recommendation to rezone the property to City HGB (Highway General Business) with the following conditions of approval:

This letter dated August 30, 2006 shall supersede and replace in full those certain letters of agreeable stipulations and conditions dated and submitted July 7, 2006, and July 10, 2006. The referenced stipulations are as follows:

(1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property.

(2) Rezoning of the Subject Property shall be from the existing R-20 and General Commercial ("GC") zoning categories to Highway General Business ("HGB") zoning category for the purpose of a general business/office development, with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006.

(3) Applicant shall submit a site plan for the development which complies with all City of Kennesaw development standards and ordinances for approval by City staff during the plan review process and prior to the issuance of any building or development permits.

(4) Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials.

(5) Applicant agrees that with respect to the proposed rezoning of the subject 2.64 acres, the proposed rezoning shall be "use specific" to general business/office as presented by Applicant.

(6) Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process.

(7) Applicant agrees that all lighting located to the front or sides of the proposed buildings, both within the Subject Property and on adjoining property which will be part of the proposed development, shall be period or themed lighting to the architecture of the proposed development; and further, lighting located to the rear will be directional or hooded such that all beams or glare will be contained within the bounds of the proposed development.

(8) Dumpster locations shall be as shown on the submitted site plan for the rezoned parcel, as well as, adjoining parcel to be included as part of the subject development. Dumpster pick-up shall be limited to Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m.

(9) There shall be no overnight parking of vehicles in the rear of the subject development; and such restriction shall be included in the operating covenants for the subject development.

(10) Applicant agrees to the installation of an eight (8) foot wood privacy fence along that portion of the rezoned parcel adjacent to existing residential properties.

(11) Applicant agrees that the future development shall be consistent with the general layout and design as shown and reflected on the submitted site plan.

(12) The areas identified as undisturbed buffer to the southernmost boundary of tract will be binding and preserved as such with the developer being responsible to supplement additional trees if visual gaps are identified and field verified by the City of Kennesaw.

(13) Applicant agrees to coordinate and seek approval from the City of Kennesaw on final layout of access drive to the proposed development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.

(14) Interparcel access and shared access drive shall be designed with adjoining vacant property once future development of adjoining vacant parcel is pursued.

(15) The rear portion of all proposed office buildings that will be facing adjoining residential property will not be cinderblock but will match the building material and quality of the front and side facades of the buildings.

(16) All HVAC units and utilities will be designed to be placed away from the adjoining residential properties to reduce any secondary noise from the units being heard by adjoining properties. Sound baffling materials can be incorporated into construction as long as the materials are consistent with the architectural quality for the building.

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from 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 ___, 2006.

ATTEST:

CITY OF KENNESAW:

Debra Taylor, City Clerk

Leonard Church, Mayor

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP

WWW.MIJS.COM

JOHN H. MOORE
STEPHEN G. STEELE
WILLIAM R. JOHNSON†
ROBERT D. INGRAM†
J. BRIAN O'NEIL
G. PHILLIP BEGGS
ELDON L. BASHAM
MATTHEW J. HOWARD
JERE C. SMITH
CLAYTON O. CARMACK
KEVIN B. CARLOCK†
ALEXANDER T. GALLOWAY III†
J. KEVIN MOORE
RODNEY R. McCOLLOCH
SUSAN S. STUART
DANIEL A. LANDIS***

BRIAN D. SMITH
HARRY R. TEAR III
W. TROY HART†
JEFFREY A. DAXE
MELISSA W. GILBERT
JOYCE W. HARPER
AMY K. WEBER
COURTNEY H. MOORE
KIM A. ROPER
TARA C. RIDDLE
KELLI L. WOLK
TANYA L. CROSBY*
ROBERT W. BROWN II
VICTOR P. VALMUS
JEFFERY L. DICKERSON
T. SHANE MAYES

192 ANDERSON STREET
MARIETTA, GEORGIA 30060

TELEPHONE (770) 429-1499
TELECOPIER (770) 429-8631

BILLING ADDRESS
P.O. BOX 3305 • MARIETTA, GEORGIA 30061

TENNESSEE OFFICE
CEDAR RIDGE OFFICE PARK, SUITE 463
408 N. CEDAR BLUFF ROAD • KNOXVILLE, TENNESSEE 37923

TELEPHONE (865) 692-9039
TELECOPIER (865) 692-9071

ANGELA H. SMITH
OPHELIA W. CHAN
DARRELL L. SUTTON
KASI R. WHITAKER
NICHOLAS J. PETERSON*
JAMES O. WALKER III
CHRISTOPHER D. GUNNELS*
CHRISTOPHER L. MOORE
JENNIFER S. WHITE*
RYAN G. PRESCOTT
RICARDO J. DeMEDEIROS
BRETT A. MILLER
KAREN S. KURTZ
CHRISTOPHER C. MINGLEDORFF
MORGAN E. FOSTER
KATHERINE G. CRONE

RYAN E. JARRARD*
ANN A. HAMMENECKER*
JAMES D. BUSCH*
ESTHER VAYMAN
COLE M. STINSON†**
SUZANNE E. HENRICKSON

OF COUNSEL:
JOHN L. SKELTON, JR.†

† ALSO ADMITTED IN TN
* ALSO ADMITTED IN FL
** ALSO ADMITTED IN NM
*** ALSO ADMITTED IN NC
# ADMITTED ONLY IN TN

August 30, 2006

Mr. Darryl T. Simmons
Zoning Administrator
City of Kennesaw
2529 J. O. Stephenson Avenue
Kennesaw, Georgia 30144

Hand Delivered

RE: Application for Rezoning
Application No.: RZ2006-11
Applicant: Pebblebrook Development, LLC
Property Owner: King's Crossing Management, LLC
Property: 2.84 acres located on the southwesterly side of Pine Mountain Road, westerly of Cobb Parkway (U.S. Highway 41), Land Lot 140, 20th District, 2nd Section, Cobb County, Georgia

Dear Darryl:

As you know, this firm and the undersigned represent Pebblebrook Development, LLC, the Applicant (hereinafter referred to as "Applicant"), and King's Crossing Management, LLC, the Property Owner (hereinafter referred to as "Property Owner"), in their Application for Rezoning concerning the 2.84 acre tract located at the southwesterly side of Pine Mountain Road, westerly of Cobb Parkway (U.S. Highway 41), City of Kennesaw, Cobb County, Georgia (hereinafter the "Subject Property"). After conferences with planning and zoning staff, conferences with area residents, reviewing the uses of surrounding properties, we have been authorized by the Applicant and Property Owner to submit this letter of agreeable stipulations and conditions which, if the pending Application for Rezoning is approved, as submitted, shall become a part of the grant of the requested zoning and shall be binding upon the Property. This letter shall supersede

and replace in full those certain letters of agreeable stipulations and conditions dated and submitted July 7, 2006, and July 10, 2006. The referenced stipulations are as follows:

(1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property.

(2) Rezoning of the Subject Property shall be from the existing R-20 and General Commercial ("GC") zoning categories to Highway General Business ("HGB") zoning category for the purpose of a general business/office development, with reference to that Rezoning Drawing prepared for Pebblebrook Development, LLC dated April 24, 2006.

(3) Applicant shall submit a site plan for the development which complies with all City of Kennesaw development standards and ordinances for approval by City staff during the plan review process and prior to the issuance of any building or development permits.

(4) Applicant agrees that the architectural style for the proposed development shall be consistent with all architectural photographs submitted to City staff during the zoning process and presented to the City of Kennesaw during the respective public hearings. In that regard, the exterior elevations of the proposed buildings shall consist of brick, stone, stacked stone, stucco, and other masonry materials.

(5) Applicant agrees that with respect to the proposed rezoning of the subject 2.64 acres, the proposed rezoning shall be "use specific" to general business/office as presented by Applicant.

(6) Applicant agrees to establish and maintain a permanent, minimum forty (40) foot buffer along the entire southern boundary of the Subject Property, as

well as, the adjacent property also to be developed, which buffer shall be adjacent to a development known as "The Village at Pine Lake Mountain." Such forty foot buffer shall not include any drives or other paved areas; but rather, shall be utilized for landscaping, screening materials, and fencing subject to a landscape plan to incorporate such features subject to City of Kennesaw staff approval during the plan review process.

(7) Applicant agrees that all lighting located to the front or sides of the proposed buildings, both within the Subject Property and on adjoining property which will be part of the proposed development, shall be period or themed lighting to the architecture of the proposed development; and further, lighting located to the rear will be directional or hooded such that all beams or glare will be contained within the bounds of the proposed development.

(8) Dumpster locations shall be as shown on the submitted site plan for the rezoned parcel, as well as, adjoining parcel to be included as part of the subject development. Dumpster pick-up shall be limited to Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m.

(9) There shall be no overnight parking of vehicles in the rear of the subject development; and such restriction shall be included in the operating covenants for the subject development.

(10) Applicant agrees to the installation of an eight (8) foot wood privacy fence along that portion of the rezoned parcel adjacent to existing residential properties.

(11) Applicant agrees that the future development shall be consistent with the general layout and design as shown and reflected on the submitted site plan.

(12) The areas identified as undisturbed buffer to the southernmost boundary of tract will be binding and preserved as such with the developer being responsible to supplement additional trees if visual gaps are identified and field verified by the City of Kennesaw.

(13) Applicant agrees to coordinate and seek approval from the City of Kennesaw on final layout of access drive to the proposed development from Pine Mountain Road that will reduce stacking and promote better traffic flow for egress and ingress.

(14) Interparcel access and shared access drive shall be designed with adjoining vacant property once future development of adjoining vacant parcel is pursued.

(15) The rear portion of all proposed office buildings that will be facing adjoining residential property will not be cinderblock but will match the building material and quality of the front and side facades of the buildings.

(16) All HVAC units and utilities will be designed to be placed away from the adjoining residential properties to reduce any secondary noise from the units being heard by adjoining properties. Sound baffling materials can be incorporated into construction as long as the materials are consistent with the architectural quality for the building.

We believe the requested zoning, together with the Rezoning Drawing and the stipulations set forth herein, is an appropriate use of the Subject Property while taking into consideration the existing conditions of the area. The proposed development shall be of the highest quality and shall be an enhancement to the Subject Property and the community as a whole. Thank you for your consideration in this request.

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

J. Kevin Moore

JKM:cc
c: Mayor and City Council
Planning Commission

Pebblebrook Development, LLC

FOR NOTICE OF LIS PENDENS SEE
LB Book 114 Page 1438

FOR ML SEE
LB Book 132 Page 1752
LB Book 133 Page 4994
LB Book 150 Page 3319

BK: 15033 PG: 3374-3379
Filed and Recorded Feb-20-2013 11:46:38AM
DOC#: D2013-018250
Real Estate Transfer Tax Paid $426.10
0332013006163

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

(Space above is for Recorder's use)

FOR NOTICE SEE
LB Book 134 Page 5367
LB Book 134 Page 6285
LB Book 135 Page 173
LB Book 135 Page 5339
LB Book 137 Page 3926

~~When Recorded Mail To~~:

Prepared By:
Vanessa A. Orta, Esq.
ANDERSON, MCCOY & ORTA
100 North Broadway, Suite 2600
Oklahoma City, OK 73102
Telephone: (888) 236-0007

When Recorded Return to:
Title Source, Inc. -
Commercial Team
662 Woodward Avenue
Detroit, MI 48226
TSI#: 574407-280

FOR NOTICE SEE
DE Book 16162 Page 2550

FOR ML SEE
LB Book 137 Page 2703

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 22 day of January, 2013, between **CRIMSON CEDAR CREEK, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), whose address is 4675 MacArthur Court, Suite 1550, Newport Beach, California 92660, and **A P REAL ESTATE GEORGIA, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all that tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

The conveyance and warranty of title hereunder are expressly subject to those matters shown on Exhibit "B," attached hereto and made a part hereof by reference.

FOR LIEN CANC SEE
LB Book 151 Page 2897

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

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

CRIMSON CEDAR CREEK, LLC, a
Georgia limited liability company

By: _____
Name: R. Patterson Jackson
Title: Authorized Signatory

_____
Name: Valerie Hill

_____
Name: ~~Amy O'Donnell~~
nora castellon

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

Before me, _____ in and for said County and State, on this ___ day of _____, 2013, personally appeared _____, to me known to be the identical person who subscribed the name of the Grantor to the foregoing instrument as its _____ and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of CRIMSON CEDAR CREEK, LLC, for the uses and purposes therein set forth.

See Attached

_____
Notary Public

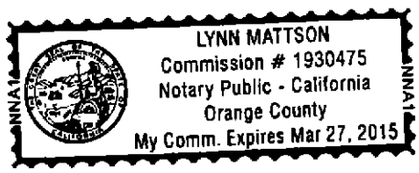
[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On January 22, 2013, before me, Lynn Mattson, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ (SEAL)
Signature of Notary Public

EXHIBIT "A"

All THAT TRACT OR PARCEL OF LAND lying and being In Land Lot 140 of the 20th District. 2nd Section, City of Kennesaw. Cobb County, Georgia, and being 11.70 acres, more or less, as shown on plat for Pebblebrook Development, LLC, Bank of North Georgia. and Ticor Title Insurance Company, dated September 19, 1006, prepared by Centerline Surveying Systems, Inc., Charles C. Franklin, GRLS #2143,and being more particularly described as follows:

BEGINNING at the common comer of Land Lots 139, 140, 165, and 166 said district and section; thence running North 78 degrees 50 minutes 25 seconds West for a distance of 293.34 feet to a #4 rebar found and corner; thence running North 10 degrees 03 minutes 54 seconds East for a distance of 178.00 feet to a #4 rebar found and corner; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 946.96 feet to an Iron pin; thence running North 72 degrees 08 minutes 21 seconds West for a distance of 31.32 feet, more or less, to a point and corner at the centerline of a creek; thence running in a Northeasterly direction as measured along the centerline of said creek and following the meanderings thereof, the following courses and distances: North 80 degrees 38 minutes 20 seconds East for a distance of 22.96 feet to a point; North 31 degrees 10 minutes 56 seconds East for a distance of 29.47 feet to a point; North 53 degrees 58 minutes 46 seconds East for a distance of 46.85 feet to a point; North 20 degrees 45 minutes 17 seconds East for a distance of 116.55 feet to a point; North 38 degrees 01 minutes. 21 seconds East for a distance of 56.03 feet to a point; North 32 degrees 09 minutes 53 seconds East for a distance of 156.05 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 35.91 feet to a point; North 29 degrees 35 minutes 43 seconds East for a distance of 46.28 feet to a point and corner; thence leaving the centerline of said creek and running thence South 63 degrees 52 minutes 15 seconds East for a distance of 373.05 feet, more or less, to a point; thence running South 62 degrees 46 minutes 55 seconds East for a distance of 59.00 feet to a point and corner; thence running South 27 degrees 13 minutes 05 seconds West for a distance of 21.63 feet to a point and comer; thence running South 63 degrees 52 minutes 15 seconds East for a distance of 333.41 feet to a point and corner; thence running South 00 degrees 24 minutes 49 seconds East for a distance of 168.42 feet to a point; thence running South 06 degrees 59 minutes 47 seconds West for a distance 21.33 feet to a point and comer; thence running South 76 degrees 34 minutes 50 seconds East for a distance of 148.14 feet to a point; thence running along the arc of a curve, an arc distance of 93.57 feet (said arc being subtended by a chord bearing South 89 degrees 58 minutes 59 seconds East, a chord distance of 92.72 feet and having a radius of 200.00 feet) to a point; thence running North 76 degrees 36 minutes 52 seconds East for a distance of 23.90 feet to a point and comer located on the Southwesterly right of way of Pine Mountain Road (having a variable right of way); thence running In a Southeasterly direction as measured along the Southwesterly right of way of Pine Mountain Road, the following courses and distances: South 21 degrees 04 minutes 38 seconds East, a distance of 28.29 feet to a Point; South 22 degrees 21 minutes 26 seconds East a distance of 70.07 feet to a point and corner located at the intersection of the Southwesterly right of way of Pine Mountain Road with the Easterly land lot line of land Lot 140, said district and section; thence running South 00 degrees 28 minutes 12 seconds West as measured along the Easterly land lot line of Land Lot 140, said district and section, for a distance of 306.85 feet to the Point of Beginning.

Appurtenant Easement Area No. 1:
Together with all right, title and interest in real estate created by virtue of Declaration of Easements and Agreement to Share Costs (the "Declaration") by King's Crossing Management, LLC and Bank of America, N.A., recorded in Deed Book 14015, Page 5160, Cobb County, Georgia Records; as amended by First Amendment to Declaration of Easements and Agreement to Share Costs, filed and recorded January 10, 2005 in Deed Book 14095, Page 6231, aforesaid records.

Appurtenant Easement Area No. 2:
Together with all right, title and interest in real estate created by virtue of Restrictive Covenant Agreement (the "Restrictive Covenant") dated January 31, 1991 by Southern Forty-Four L.P., Ltd., a Georgia limited partnership and Columbia Homes, L.P., recorded February 1, 1991, in Deed Book 6000, Page 1, Cobb County, Georgia.

Appurtenant Easement Area No. 3:
Together with all right, title and interest in real estate created by virtue of Reciprocal Easement Agreement ("Reciprocal Easement") between Kings Crossing Investments, LLC and Kings Crossing Management, LLC, dated October 6, 2005, recorded October 12, 2005 in Deed Book 14233, Page 4595, Cobb County, Georgia Records.

Less and Except the property conveyed in the following Deeds:
Limited Warranty Deed from Pebblebrook Development, LLC to Southcore Cedar Creek, LLC, filed and recorded December 10, 2008 at Deed Book 14653, Page 2194, Cobb County, Georgia Records, conveying Unit 101 of Building 100.

Limited Warranty Deed from Pebblebrook Development, LLC to William A. Phillips and Martha S. Phillips, filed July 16, 2006 at Deed Book 14624, Page 5063, Georgia Records, and as described in that Quit Claim Deed from Bank of North Georgia to Pebblebrook Development, LLC, dated July 15, 2008, filed and recorded July 25, 2008 at Deed Book 14626, Page 5054, aforesaid records, conveying Unit 104 of Building 100.
Quit Claim Deed from Bank of North Georgia to Cedar Creek Professional Office Association, Inc, filed December 29, 2011 at Deed Book 14907, Page 95, Cobb County, Georgia Records.

Exhibit "B"

(Permitted Exceptions)

1. All current taxes and assessments relating to the Property which are not yet due and payable, current assessments or liens for assessments under any homeowners association which are not yet due and payable or any agreements of record which are not yet due and payable and all current utility charges or liens for utility charges which are not yet due and payable.

2. Zoning and other ordinances affecting the Property.

3. All matters which would be shown by current accurate survey and inspection of the Property.

4. The rights of any parties in possession.

5. Any and all redemption rights.

6. Applicable matters of public record.

Deed Book 14233 Pg 4595
Filed and Recorded Oct-12-2005 03:08pm
2005-0182574
Real Estate Transfer Tax $0.00

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

AFTER RECORDING RETURN TO
SLUTZKY, WOLFE AND BAILEY, LLP
2255 CUMBERLAND PARKWAY
BUILDING 1300
ATLANTA, GEORGIA 30339-4503

STATE OF GEORGIA
COUNTY OF COBB

RECIPROCAL EASEMENT AGREEMENT

This is a RECIPROCAL EASEMENT AGREEMENT ("REA"), dated October 6, 2005, between **KINGS CROSSING INVESTMENTS, LLC, A Georgia Limited Liability Company** ("**KINGS INVESTMENTS**") and **KINGS CROSSING MANAGEMENT, LLC, A Georgia Limited Liability Company** ("**KINGS**").

WITNESSETH:

WHEREAS, KINGS INVESTMENTS is the fee simple owner of that certain tract of land lying and being in Cobb County, Georgia, and more particularly described on Exhibit 'A' attached hereto and by this reference made a part of hereof (hereinafter referred to as "Kings Crossing 2"); and

WHEREAS, KINGS is the fee simple owner of that certain tract of land lying and being in Cobb County, Georgia, and more particularly described on Exhibit 'B' attached hereto and by this reference made a part of hereof (hereinafter referred to as "Kings Crossing"); and

WHEREAS, KINGS is the fee simple owner of that certain tract of land lying and being in Cobb County, Georgia, being a private road known as King Crossing Court and more particularly described on Exhibit 'C' (hereinafter referred to as "Kings Court"); and

WHEREAS, KINGS and KINGS INVESTMENTS agree to enter into this certain REA in connection with the use, ownership, and maintenance of Kings Court; and

WHEREAS, Kings Crossing and Kings Crossing 2 are part of an ongoing development (hereinafter referred to as the "Development"), as shown undeveloped on Exhibit "D", which will provide for future roads and stormwater detention facilities which will serve all tracts in the Development; and

NOW THEREFORE, in consideration of mutual promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following statements:

1. **USE** - KINGS hereby grants and conveys to KINGS INVESTMENTS a perpetual, non-exclusive, permanent easement and right-of-way appurtenant to King Crossing 2 over, across, and through Kings Court for the purposes of ingress and egress to and from Kings Crossing 2 and the various public right-of-way surrounding the Development. This use shall be for pedestrian and vehicular ingress and egress only and shall specifically exclude the use of parking.

2. **MAINTENANCE** – KINGS shall be responsible for the reasonable normal and necessary maintenance, repair and/or replacement of Kings Court and related improvements within Kings Court, defined as landscaping, road signage not specific to tenants or the building located on Kings Crossing 2 of KINGS INVESTMENTS, lighting, irrigation, curbing, striping, and paving. In addition to the related improvements, maintenance shall include cleaning, repairing, and maintaining walkways (if any), roadways, paved surfaces in a level, smooth and evenly covered condition with the type of material originally installed or of similar quality, use and durability; and removing of snow, ice, debris, and surface water; and including keeping all directional signs, pavement signs and striping distinct and legible; and including repairing, replacing and renewing lighting, fixtures, and bulbs, and tubes and ballasts as may be necessary, and including caring for and replacing all landscaped and planted areas so as to not allow dead or unsightly plants to remain. All maintenance and repair shall be performed in a manner so as to minimize inconvenience and shall be completed in good and workmanlike manner, free from liens and defects and without material interruption of utilities, access or together necessary services and in

material compliance with all laws, orders, rules and regulations of any governmental authority having jurisdiction over same. Any party whose negligence or intentional conduct causes the need for repair or maintenance of Kings Court, and the related improvements, shall promptly cause such repair or maintenance to be made at its own expense. KINGS INVESTMENTS hereby acknowledges that KINGS has no responsibility for maintenance whatsoever for any improvements specifically owned by KINGS INVESTMENTS.

3. **DEFAULT OF MAINTENANCE AGREEMENT** - If KINGS or KINGS INVESTMENTS (the "Defaulting Party") shall fail to comply with any term, provision or covenant of this REA and shall not cure such failure within thirty (30) days after receipt of written notice from the other party hereunder (the "Non-Defaulting Party"), or if the default is of such character as to require more than thirty (30) days to cure and the Defaulting Party shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter, the Non-Defaulting Party shall have the option of performing said obligation of the Defaulting Party and charge the Defaulting Party therefor (which charge shall be paid within fifteen (15) days after the Defaulting Party's receipt of written notice of the costs or expenses incurred by the Non-Defaulting Party accompanied by supporting invoices), and if such charge is not paid within said fifteen (15) day period, such unpaid charge shall accrue interest at the lesser of fifteen percent (15%) per annum or the maximum amount permitted by applicable law, from the date the amounts are expended until the date repaid.

4. **AGREEMENT TO SHARE COSTS** –KINGS INVESTMENTS shall be responsible to KINGS for a respective pro-rata share of all reasonable costs and expenses of the perpetual maintenance, repair and replacement with respect to Kings Court. Said pro-rata share shall be based upon the number of owners and each owner's respective square footage of property owned in the Development over the square footage of the total property in the Development at the time of the maintenance and/or repair. All share of costs shall be due within 30 days of receipt of an invoice itemizing said costs.

5. **AGREEMENT FOR AMENDMENT** – KINGS and KINGS INVESTMENTS do hereby agree that should any reasonable amendment hereto be needed, due to lender requirement, future development, or county requirements, including, but not limited to a future master Development plan, both parties shall cooperate fully in the negotiating and execution of the required amendment. The costs of any required amendment shall be bourn by the party necessitating the amendment, or if neither party is the necessitating party, through the pro-rata agreement to share costs.

6. **SUCCESSORS AND ASSIGNS** – This REA shall be binding upon and inure to the benefit of KINGS and KINGS INVESTMENTS and their heirs, successors, and assigns. Either party hereto may request a statement from the other party from time to time certifying as to the good standing of the parties to this REA and as to any amounts which are outstanding hereunder.

7. **MASTER ASSOCIATION** - KINGS and KINGS INVESTMENTS do hereby acknowledge that a MASTER ASSOCIATION will be formed for the entire Development at such time when all future development has been completed or at such earlier date as agreed upon by the parties. The KINGS COURT private road, any future private roads constructed to provide benefit to owners within the Development, and any and all stormwater detention facilities will be transferred to such master association, including all maintenance responsibilities. KINGS INVESTMENTS agrees, at the time of formation, and upon approving the bylaws and covenants of the master association, said approval not to be unreasonably withheld, to join the master association and subject Kings Crossing 2 to said association. Notwithstanding the foregoing, no such transfer to a master association shall relieve either party of their respective responsibilities under this agreement without the prior written consent of the other party nor shall it affect the grant of easement provided herein.

8. **LENDER CONSENT** - Please see Lender Consent attached hereto as Exhibit "E".

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals as of the date first above-written.

Signed, sealed and delivered
In the presence of:

Kimberly A Rowe
Unofficial Witness

M Chaudhuri
Notary Public (SEAL)

MICHELLE CHAUDHURI NOTARY PUBLIC NEWTON COUNTY, GEORGIA My Comm. Expires February 16, 2009

KINGS CROSSING INVESTMENTS, LLC,
A Georgia Limited Liability Company
By: Patti Lifsey Lakstigala Separate Property Trust, U/T/D December 19, 1988
It's Sole Member

By: Patti Lifsey Lakstigala (SEAL)
Patti Lifsey Lakstigala, Trustee

Date: 10-6-05

[SIGNATURES CONTINUED ON NEXT PAGE]

Reciprocal Easement Agreement continued

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals as of the date first above-written.

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public (SEAL)

10-6-2005

Notary Public, Henry County, Georgia
My Commission Expires Oct. 28, 2006.

N.P. SEAL

KINGS CROSSING MANAGEMENT, LLC,
A Georgia Limited Liability Company

By: _____ (SEAL)
Title: Member

Date: 10/6/05

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 140 OF THE 20TH DISTRICT, 2ND SECTION, IN THE CITY OF KENNESAW, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN AS "PARCEL 1, KING'S CROSSING" ON A PLAT PREPARED FOR DOEKES GUNNING HOMES, INC., DATED OCTOBER 8, 2002, AND CONTAINING 2.039 ACRES, ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY PREPARED FOR PRINCIPAL COMMERCIAL FUNDING, LLC, 2851 NORTH COBB PARKWAY, COBB COUNTY, KENNESAW, GEORGIA, (KING'S CROSSING)", DATED 9/19/05 BY SITE DESIGN, INC. AND CERTIFIED BY THOMAS A. SHERARD, GRLS NO. 2832 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 a/k/a COBB PARKWAY (200 FOOT RIGHT-OF-WAY) WHERE IT INTERSECTS THE WESTERN RIGHT-OF-WAY OF KING'S CROSSING COURT (PRIVATE RIGHT OF WAY) (BEING LOCATED 537.5 FEET, MORE OR LESS, WESTERLY OF THE RIGHT-OF-WAY OF PINE MOUNTAIN ROAD); THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 AND RUNNING SOUTH 26 DEGREES 49 MINUTES 21 SECONDS WEST 221.61 FEET TO A 5/8 INCH REBAR SET; THENCE RUNNING NORTH 64 DEGREES 15 MINUTES 59 SECONDS WEST 373.05 FEET TO A POINT AT THE CENTERLINE OF A CREEK (CENTERLINE OF CREEK IS THE PROPERTY LINE); THENCE RUNNING ALONG THE CENTERLINE OF SAID CREEK 213.90 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 (SAID CREEK BEING TRAVERSED BY THE FOLLOWING COURSES AND DISTANCES: NORTH 12 DEGREES 04 MINUTES 56 SECONDS EAST 109.79 FEET TO A POINT; NORTH 20 DEGREES 03 MINUTES 18 SECONDS WEST 59.57 FEET TO A POINT; NORTH 11 DEGREES 25 MINUTES 22 SECONDS EAST 44.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41); THENCE RUNNING ALONG THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 SOUTH 65 DEGREES 21 MINUTES 47 SECONDS EAST 119.18 FEET TO A 5/8 INCH REBAR; THENCE CONTINUING NORTH 33 DEGREES 41 MINUTES 17 SECONDS EAST 30.53 FEET TO A 5/8 INCH REBAR; THENCE CONTINUING SOUTH 63 DEGREES 55 MINUTES 40 SECONDS EAST 333.41 FEET A 5/8 INCH REBAR SET, BEING THE POINT OF BEGINNING.

EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 140 OF THE 20TH DISTRICT, 2ND SECTION, IN THE CITY OF KENNESAW, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN AS "KING'S CROSSING COURT" ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY PREPARED FOR PRINCIPAL COMMERCIAL FUNDING, LLC, 2851 NORTH COBB PARKWAY, COBB COUNTY, KENNESAW, GEORGIA, (KING'S CROSSING)", DATED 9/19/05 BY SITE DESIGN, INC. AND CERTIFIED BY THOMAS A. SHERARD, GRLS NO. 2832 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 a/k/a COBB PARKWAY (200 FOOT RIGHT-OF-WAY) WHERE IT INTERSECTS THE WESTERN RIGHT-OF-WAY OF KING'S CROSSING COURT (PRIVATE RIGHT OF WAY) (BEING LOCATED 537.5 FEET, MORE OR LESS, WESTERLY OF THE RIGHT-OF-WAY OF PINE MOUNTAIN ROAD); THENCE RUNNING ALONG THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 SOUTH 63 DEGREES 55 MINUTES 41 SECONDS EAST 37.50 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 27 DEGREES 45 MINUTES 23 SECONDS WEST 196.75 FEET TO A POINT; THENCE RUNNING NORTH 63 DEGREES 10 MINUTES 39 SECONDS WEST 33.79 FEET TO A POINT; THENCE RUNNING NORTH 26 DEGREES 49 MINUTES 21 SECONDS EAST 196.19 FEET TO A 5/8 INCH REBAR SET, BEING THE POINT OF BEGINNING.

SEE ALSO PLAT ATTACHED HERETO AND LABELED "EXHIBIT C, CONTINUED".

EXHIBIT "C"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 140 OF THE 20TH DISTRICT, 2ND SECTION, IN THE CITY OF KENNESAW, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN AS "KING'S CROSSING COURT" ACCORDING TO AN "ALTA/ACSM LAND TITLE SURVEY PREPARED FOR PRINCIPAL COMMERCIAL FUNDING, LLC, 2851 NORTH COBB PARKWAY, COBB COUNTY, KENNESAW, GEORGIA, (KING'S CROSSING)", DATED 9/19/05 BY SITE DESIGN, INC. AND CERTIFIED BY THOMAS A. SHERARD, GRLS NO. 2832 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 a/k/a COBB PARKWAY (200 FOOT RIGHT-OF-WAY) WHERE IT INTERSECTS THE WESTERN RIGHT-OF-WAY OF KING'S CROSSING COURT (PRIVATE RIGHT OF WAY) (BEING LOCATED 537.5 FEET, MORE OR LESS, WESTERLY OF THE RIGHT-OF-WAY OF PINE MOUNTAIN ROAD); THENCE RUNNING ALONG THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 41 SOUTH 63 DEGREES 55 MINUTES 41 SECONDS EAST 37.50 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 27 DEGREES 45 MINUTES 23 SECONDS WEST 196.75 FEET TO A POINT; THENCE RUNNING NORTH 63 DEGREES 10 MINUTES 39 SECONDS WEST 33.79 FEET TO A POINT; THENCE RUNNING NORTH 26 DEGREES 49 MINUTES 21 SECONDS EAST 196.19 FEET TO A 5/8 INCH REBAR SET, BEING THE POINT OF BEGINNING.

SEE ALSO PLAT ATTACHED HERETO AND LABELED "EXHIBIT C, CONTINUED".

Exhibit "D"

Centerline Surveying Systems, Inc.
1301 SHILOH ROAD, SUITE 1210 KENNESAW, GA 30144
PHONE: (770) 424-0028 FAX: (770) 424-2399

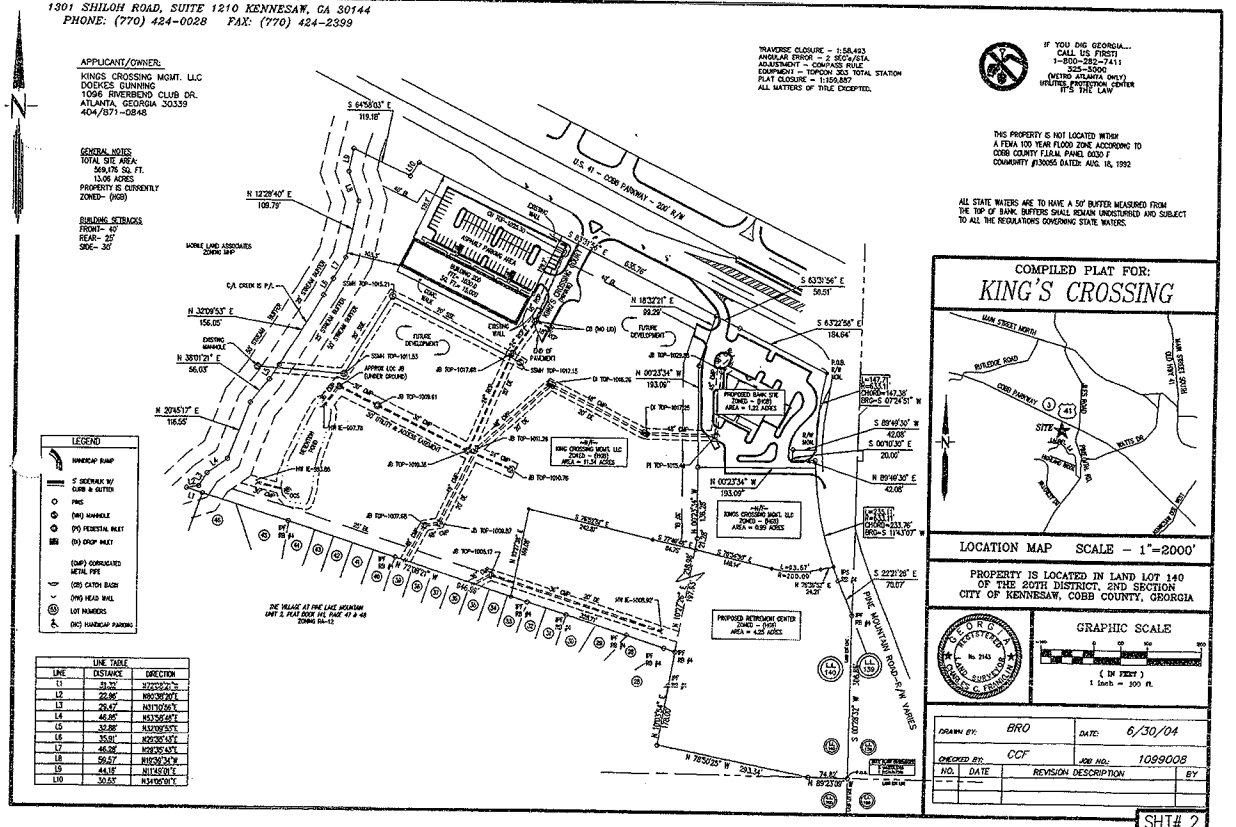


Exhibit "E"

CONSENT OF LENDER

The undersigned Lender, West Georgia National Bank, holder of that certain Deed to Secure Debt and Security Agreement from King's Crossing Mgt ("Borrower") to the undersigned, dated _____ and recorded in Deed Book 13509, Page 633, Cobb County, Georgia records, does hereby consent to the grant by Borrower of the Reciprocal Easement Agreement, and does hereby agree that the foreclosure of said Deed to Secure Debt shall not affect or eliminate said easement.

This 6th day of October, 2005.

Signed, sealed and delivered
In the presence of:

By: _____ (SEAL)
JON P. MINECCI
VICE PRESIDENT

Unofficial Witness

Notary Public

DONNA ROBINSON NOTARY PUBLIC CARROLL COUNTY GEORGIA EXPIRES JAN. 28, 2009

CORPORATE SEAL

10/05/2005 17:07 7704811961 SHANE INVESTMENT GRP PAGE 10

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 4, 2026
6:30 PM

---

1. Call to Order / Roll Call

Vice Chair Vande Zande called the meeting to order at 6:30 p.m.
Roll Call: Rebecca Patterson, Carolyn Greenall, Robert Trim, Todd Vande Zande
Absent: Trey Bodenhamer
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Kevin Moore (Applicant's Representative), Adam Rozen (Applicant's Representative), Cameron Heath (Applicant), Dave Schwickerath (HOA President, The Village at Pine Mountain), Stephen Snow (Representative, Cedar Creek Professional Office Association, Inc.), Charles Barge (President, Cedar Creek Professional Office Association), Al Colcombe (6205 Pine Mountain LLC), Caleb Hydrick (Resident, City of Kennesaw)

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 February 16, 2026.

3. Approval of the Meeting Minutes

A. Approval of meeting minutes: January 7, 2026

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

4. New Business

Vice Chair Vande Zande called for a motion to amend the agenda order.
Commissioner Trim motioned to amend the agenda order to allow case number RZ2026-01 to be heard first
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

A. **RZ2026-01** - Consideration to rezone the properties located at 1600 Old 41 Highway (parcel #20014001380 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District as submitted by Walton Communities, LLC. Said request is to rezone the property for the development of a multi-family residential community. Property consists of 11.684 +/- acres and lies in land lot 140, tax parcels 13 & 156.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

5. Old Business

A. **RZ2025-03** - Consideration to rezone the property located at 6095 Pine Mountain Rd (parcel #20014001380) from Highway General Business (HGB) to Planned United Development – Residential (PUD-R) as submitted by DRB Group Georgia, LLC. Said request is to rezone the property for the development of fee simple town homes. Property consists of 8.823 +/- acres and lies in land lot 140, tax parcel 138.

Vice Chair Vande Zande called for a motion.
Commissioner Trim motioned to approve with the following conditions as outlined by staff:

1. The rezoning of the Subject Property to the Planned Unit Development–Residential (PUD-R) district shall be consistent with the technical and conceptual site plans submitted with the application and shall comply with the proposed minimum front, side, and rear setbacks, as well as the overall density of 10.08 units per acre.
2. The Subject Property shall be developed as maximum of eighty-nine (89) 'For Sale" Fee Simple Townhomes.
3. Applicant agrees the minimum floor area of all residential units shall be 1,400 sq. ft. Applicant also agrees that the maximum height of the overall development will adhere to the development standards outlined in the Unified Development Code.
4. The architectural style and composition of the buildings to be constructed on the Subject Property shall be in reasonable conformity to the architectural renderings/elevations submitted with the rezoning application and should include a mixture of components consisting of brick, stacked stone, and other cementitious components including Hardie plank and Hardie plank shake and

similar products.

5. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director with respect to stormwater management, hydrology and water quality requirements as outlined in the Unified Development Code.
6. Prior to issuance of a land disturbance permit, the applicant shall coordinate with a qualified geotechnical firm and civil engineer to design and implement measures to capture any groundwater encountered on-site associated with the spring ,subject to review and approval by the City Engineer and/or the City's Public Works Director.
7. Subject to review and approval by the City Engineer and the Public Works Department, all stormwater management components shall comply with the recommendations of the City of Kennesaw's Stormwater Management Division, including requirements related to stormwater management, hydrology, and water quality.
8. Applicant agrees to the protection of all required stream buffers affecting the Property; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenant, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units
10. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
12. The applicant agrees to the installation of a privacy fence constructed of solid weather resistant materials such as wood, wrought iron, with a height no greater than 8 ft along the portion of the rezoned parcel adjacent to existing commercial properties.
13. The developer agrees to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the site plan. Additionally, the developer agrees to comply in all respects with the City's specifications concerning such infrastructure improvements which are interior to the subdivision.
14. The proposed development shall include amenities for use and enjoyment of its residents as follows:
    a) Community courtyards, gathering places
    b) Pedestrian connectivity
    c) A dog park
15. Sidewalks shall be provided throughout the subdivision, with all amenity areas connected to the nearest internal sidewalk to ensure continuous pedestrian access.

16. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
17. Compliance with recommendations from Cobb County Fire Marshal's Office with respect to Life Safety and Fire Prevention issues. The development shall also comply with all applicable guest parking regulations, consistent with the parking layout and quantities depicted on the submitted site plan.
18. Entrance signage shall be ground based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the subdivision.
19. All utilities servicing the residences with the proposed community shall be underground.
20. The applicant agrees that construction will begin in 24 months of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning.

Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken. Commissioner Patterson and Commissioner Trim voted in favor.
Commissioner Greenall voted against. Motion approved 2-1. Motion carried.

6. New Business

B. **RZ2026-02** - Consideration to rezone the unassigned right-of-way (ROW) fronting 2995 & 2997 N Main Street (parcel # 20013900140 & 20013900130) to R-15, Single-Family Residential as submitted by Dean Klein. Property consists of 0.11 +/- acres and lies on land lot 139, tax parcels 14 & 13.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

C. **PP2026-01** - Consideration for approval for a preliminary plat submitted by Mark Allen for parcel #20016700640 for the development of a restaurant and distillery. Property consists of 0.61+/- acres and lies in land lot 167, tax parcel 64.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

D. **MISC2026-02** - 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" Chapter 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00

"Nonconforming Uses" of said chapters as submitted by the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

E. **MISC2026-03** - Consideration for approval to adopt the official "2026 Zoning Map" for the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Patterson
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

7. Staff Comment

8. Adjourn

Vice Chair Vande Zande called for a motion.
Motion to adjourn by Commissioner Trim
Seconded by Commissioner Greenall
Vice Chair Vande Zande adjourned the meeting at 8:11 p.m.

8000 Miscellaneous Legals

2008 Nissan Maxima
1N4BA41E98C836493
2002 Jaguar S-Type
SAJDA03P92GM40060
2015 Nissan Rogue
JN8AS5MV9FW765901
Trailer 4YMBU0810SG014918
2016 Cadillac XTS
2G61N5S38G9134283
2015 Ford Escape
1FMCU0J91FUA32967
2010 Toyota Camry
4T1BF3EK1AU086900
2008 Hyundai SANTA FE
5NMSG13D78H202113
2011 Hyundai SONATA
5NPEC4ABXBH201785
2007 Chevrolet Express
1GCFG15X171156313
2007 Suzuki C50
JSIVS55A072106763
2021 Honda Civic
2HGFC2F83MH505768
2012 Chrysler 200
1C3BCBEB5CN168766
2011 Nissan Altima
1N4AL2AP6BC17308
2006 BMW 3 Series
WBAVB13596PT23277
2016 Chevrolet Colorado
1GCGSBE30G1362728
2003 Ford F-150
2FTRF07213CA09025
2008 Toyota Tundra
5TBRT54118S457626
2017 Chevrolet Malibu
1G1ZB5ST7HF261715
2011 GMC Acadia
1GKKRRED6BJ355724
2011 Toyota Yaris
JTDJT4K35B5326277
Trailer 4FPFB0814XG035718
2002 Lexus RX 300
JTJHF10U020288144
2010 Kia Rio
KNADH4A38A6634629
2008 Chevrolet Colorado
1GCDT43EX88207208
2016 Nissan Altima
1N4AL3AP9GC275826
2020 Nissan Altima
1N4BL4BV3LC272521
2006 Cadillac DTS
1G6KD57Y66U109511
2007 Honda Accord
1HGCM55317A088418
2008 Infiniti M35
JNKAY01F18M656694

12:12,19-2025

MDJ-8526
GPN-17
PUBLIC AUCTION
AMERICAN EAGLE TOWING, LLC.
1818 AUSTELL RD.,
MARIETTA, GA 30008=
404-409-1795

In accordance with O.C.G.A Section 40-11-2, the following described vehicles have been towed and are presently being stored at American Eagle Towing and will be sold at public auction on **December 13th at 9:00 a.m.** to the highest bidder. All sales are final and sold AS IS. American Eagle Towing, LLC. reserves the right to bid.
2014 Chevrolet Traverse 1GNKRFKD5EJ237092
2010 Hyundai SONATA
5NPET4AC1AH649128
2016 Nissan Altima
1N4AL3AP0GC193130
2007 BMW 3 Series
WBAWB33527P130504
2013 Nissan Pathfinder
5N1AR2MN3DC687535
2016 GMC Acadia
1GKKRRKD1GJ289837
2007 GMC C7500
1GDK7C1377F419772
2009 Mitsubishi Lancer
JA3AU86WX9U034489
2014 Chevrolet Equinox
2GNALAEK7E6217157
2015 Ford Fiesta
3FADP4EJ0FM214231
MOTORCYCLE
LL0TCAPJ9PY680006
2000 GMC Sierra 2500
1GDGC24R3YF427204
2005 Ford Mustang
1ZVFT80N255136116

12:12,19-2025

MDJ-8563
GPN-17
ABANDONED MOTOR VEHICLEsPETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A.40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If the lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: **Willie's Wrecker Service, Inc 1920 Royal Industrial Blvd, Austell, Ga 30106. 770-947-7138**
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: **1-9-26**
Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St., Marietta, Ga 30060
Forms may also be obtained online at: www.georgiamagistratecouncil.com
Vehicle Make: JEEP Year: 2009 Model: COMMANDER
Vehicle ID: 1J8HG58T69C538877
Vehicle License#: State:
Magistrate Court Case No: 25-L-03040
Vehicle Make: KIA Year: 2017 Model:FORTE
Vehicle ID: 3KPFK4A70HE139720
Vehicle License#: State:
Magistrate Court Case No: 25-L-03039
Vehicle Make: HOND Year: 2005 Model: CRV
Vehicle ID: SHSRD68575U304507
Vehicle License#: State:
Magistrate Court Case No: 25-L-03038
Vehicle Make: CHEVY Year: 2014 Model: CRUZE
Vehicle ID: 1G1PC5SB6E7124458
Vehicle License#: State:
Magistrate Court Case No: 25-L-03037
Vehicle Make: HONDA Year: 2020 Model: PILOT
Vehicle ID: 5FNYF6H9XLB004974
Vehicle License#: State:
Magistrate Court Case No: 25-L-03036
Vehicle Make: INFINITY Year: 2010 Model: QX56
Vehicle ID: 5N3ZAONF4AN907407 Vehicle License#: State:
Magistrate Court Case No: 25-L-03035
Vehicle Make: CHRYSLER Year: 2014 Model: TOWN AND COUNTRY
Vehicle ID: 2C4RC1BG6ER126536 Vehicle License#: State:
Magistrate Court Case No: 25-L-03034
Vehicle Make: HONDA Year: 2005 Model: CIVIC
Vehicle ID: JHMES966X5S026325 Vehicle License#: State:
Magistrate Court Case No: 25-L-02835
Vehicle Make: CHEVY Year: 2017 Model: SILVERADO
Vehicle ID: 3GCPCRECXHG482240
Vehicle License#: State:
Magistrate Court Case No: 25-L-02682
Vehicle Make: SUZUKI Year: 2009 Model:BOULEVARD C50
Vehicle ID: JS1VS55A692102008
Vehicle License#: State:
Magistrate Court Case No: 25-L-02840
Vehicle Make: GMC Year: 2020 Model: YUKON
Vehicle ID: 1GKS2FKC1LR159076
Vehicle License#: State:
Magistrate Court Case No: 25-L-02837
Vehicle Make: KIA Year: 2014 Model: OPTIMA
Vehicle ID: KNAGM4AD4E5072130
Vehicle License#: State:
Magistrate Court Case No: 25-L-02833
Vehicle Make: DODGE Year: 2010 Model: CHARGER
Vehicle ID: 2B3CA3CV1AH243916
Vehicle License#: State:
Magistrate Court Case No: 25-L-02831
Vehicle Make: FORD Year: 2006 Model: F250
Vehicle ID: 1FTSX21P66EB21395
Vehicle License#: State:
Magistrate Court Case No: 25-L-02832
Vehicle Make: FORD Year: 2014 Model: FUSION
Vehicle ID: 3FA6P0G71ER359542
Vehicle License#: State:
Magistrate Court Case No: 25-L-02681
Vehicle Make: MERCEDES Year: 2002 Model: C320
Vehicle ID: WDBRF64J92E006766
Vehicle License#: State:
Magistrate Court Case No: 25-L-02389

12:12,19-2025

MDJ-8568
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2261 Dixie Ave, Smyrna Ga 30080. The vehicles subject to liens as stated above are identified as:
BUICK 2013 ENCLAVE
5GAKRCKD3DJ135281 RTS1560 GA
BUICK 2019 ENCORE
KL4CJASB6KB715364 ZMG136 GA
CHEVROLET 2017 CORVETTE
1G1YD2D70H5103307 CXI8088 GA
CHEVROLET 2019 SILVERADO 1500
3GCPYFED5KG308690 NO TAG GA
FORD 2014 FUSION
1FA6P0HDXE5399996 SGH0722 GA
FORD 2015 TAURUS
1FAHP2D88FG141138 8346AKC KS
HONDA 2007 CIVIC
2HGFG12617H504240 SLH9768 GA
HYUNDAI 2011 ELANTRA
5NPDH4AE9BH026646 SJD2827 GA
HYUNDAI 2014 ELANTRA
KMHDH4AH1EU048625 SJF2000 GA
HYUNDAI 2018 ELANTRA
5NPD84LF2JH253469 SLQ7047 GA
HYUNDAI 2016 SONATA
KMHE24L12GA038129 DCE8062 GA
JEEP 2017 COMPASS
3C4NJCBB0HT643000 DED4920 GA
KAWASAKI 2001 MOTORCYCLE
NO VIN NO TAG
KIA 2021 SORENTO
KNDRH4LGXM5033662 293XLL GA
LEXUS 2009 RX 350
2T2GK31U49C080459 TAW8428 GA
LEXUS 2010 RX 350
2T2BK1BA5AC061328 CLH8706 GA
LINCOLN 2013 MKX
2LMDJ6JK0DBL03818 SGX2818 GA
MERCEDES BENZ 2017 GLE
4JGDA5HB2HA937595 SHV4245 GA
NISSAN 2014 ALTIMA
1N4AL3AP7EC147436 CNA8568 GA
NISSAN 2014 JUKE
JN8AF5MV9ET483875 PCZ4542 GA
SUBARU 2025 FORESTER
JF2SLDRC4SH514086 ZKA886 GA
TOYOTA 2024 CAMRY
4T1T11AK3RU193455 CYB7206 GA
TOYOTA 2012 COROLLA
2T1BU4EE8CC911082 CTV1656 GA
TOYOTA 2015 TACOMA
5TFJX4GN4FX043118 CVA1857 GA
VOLKSWAGEN 2007 JETTA
3VWSF71K67M138081 YFK351 GA
VOLKSWAGEN 2006 NEW BEETLE
3VWRW31C46M408410 CK54QD FL
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
BARROW WRECKER SERVICE
2261 DIXIE AVE
SMYRNA GA 30080
770-435-8945
12:12,19-2025

MDJ-8569
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2261 Dixie Ave SE, Smyrna GA 30080.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before
MONDAY, JANUARY 12 TH 2026.
Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St Marietta GA 30090.
Forms may also be obtained online at **www.georgiamagistratecouncil.com**.
BMW 2013 3 SERIES
WBA3A5C54DF353002 CVJ3709 GA
25-L-03008
CADILLAC 2002 DEVILLE
1G6KE54Y22U199641 SJK8375 GA
25-L-03009
CHEVROLET 2017 MALIBU
1G1ZJ5SU9HF120981 DCW5636 GA
25-L-03010
DODGE 1998 RAM 1500
1B7HC13Z4WJ171962 PD91NQ GA
25-L-03011
FORD 2012 FOCUS
1FAHP3H24CL218683 SLG4611 GA
25-L-03012
GMC 2021 ACADIA
1GKKNKLA8MZ206067 AMNP67 CO
25-L-03013
HYUNDAI 2024 53FT DRY VAN TRAILER 3H3V532K1RS051359 4VJ1244 CA 25-L-03014
LEXUS 2010 ES 350
JTHBK1EG2A2362785 CNV5779 GA
25-L-03015
MAZDA 2005 MAZDA6
1YVHP84D655M04810 SBV3388 GA
25-L-03016
MERCEDES BENZ 2006 E-CLASS
WDBUF83J56X207582 NO TAG MT
25-L-03017
NISSAN 2007 ALTIMA
1N4AL21E77N455822 1A0TNN8 AL
25-L-03029
PETERBILT 2019 579
1XPBD49XXKD272344 VT3459 NC
25-L-03030
TOYOTA 2004 SEQUOIA
5TDZT38A14S212017 CH77BV FL
25-L-03031
VOLVO 2025 VNL 4V4NC9EH2SN680798 P1266729 IL 25-L-03032
HYUNDAI 2023 53FT TRAILER 3H3V532K2PS050170 290706T TN
25-L-03033

12:12,19-2025

MDJ-8583
GPN-5
NOTICE OF LOCATION AND DESIGN APPROVAL
P. I. 0020001
COBB COUNTY

Notice is hereby given in compliance with Georgia Code 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.
The date of location and design approval is: **December 3, 2025**
The proposed project is located in Land District 16 in Cobb County and will improve the intersection of Johnson Ferry Road and Shallowford Road by providing dual westbound through lanes, maintaining dual westbound left turn lanes, and removing one eastbound through lane on Shallowford Road, east of the intersection with Johnson Ferry Road. The west leg of Shallowford Road will be widened to align the eastbound through lanes across the intersection. Shoulder and pedestrian improvements are also proposed throughout the project, including the installation of a 5-ft sidewalk within the widening limits. Raised concrete medians are also proposed to provide additional access control. The overall project length is approximately 0.5 miles. The project is located in unincorporated Cobb County approximately 3 miles west of Roswell, GA. Construction time is estimated to be approximately 12 months.
Cobb County would be responsible for acquiring property rights for this project.
Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at:

Karyn Matthews, P.E.,
Project Manager
Cobb County Department of Transportation
Karyn.Matthews@cobbcounty.gov
1890 County Services Parkway
Marietta, GA 30008
(770) 528-3685

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Kimberly W. Nesbitt
GDOT Office of Program Delivery
Attn: Achor Njoku
INjoku@dot.ga.gov
600 West Peachtree St NW
Atlanta, GA 30308
(404) 631-1550

Any written request or communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice.

12:12,19,26-2025; 1:2-2026

MDJ-8584
GPN-14
NOTICE OF LOCATION AND DESIGN APPROVAL
P. I. 0017989
COBB COUNTY

Notice is hereby given in compliance with Georgia Code 22-2-109 and 32-3-5 that the Georgia Department of Transportation has approved the Location and Design of this project.
The date of location and design approval is: **December 3, 2025**
The proposed project is located between unincorporated Cobb County, the City of Kennesaw, and the Town Center Community Improvement District (TCCID). The total length of the project is approximately 0.6 miles and is in Land Lot 207. The project proposes a 12-foot wide shared-use path beginning at the intersection of Crater Lake Drive/Vaughn Road and Cobb Parkway and travels northwest along the western shoulder. The shared-use path turns south along the southern side of Noonday Creek, crosses the creek with a pedestrian bridge, and turns into a boardwalk headed towards Cobb Parkway. A pedestrian bridge will cross over Cobb Parkway approximately 0.1 miles west of the intersection with Vaughn Road/Crater Lake Drive and continuing north with a proposed boardwalk. The proposed project will tie into the existing Noonday Creek shared-use path, north of Cobb Parkway.
Cobb County would be responsible for acquiring property rights for this project.
Drawings or maps or plats of the proposed project, as approved, are on file and are available for public inspection at:

Scott F. Mann, PMP, Senior Project Manager
Cobb County Department of Transportation
scott.mann@cobbcounty.gov
1890 County Services Pkwy
Marietta, GA 30008
(770) 528-3660

Any interested party may obtain a copy of the drawings or maps or plats or portions thereof by paying a nominal fee and requesting in writing to:

Kimberly W. Nesbitt, State Program Delivery Administrator
Office of Program Delivery
Attn: Shuhui Yang, E.I.T.
syang@dot.ga.gov
600 West Peachtree St NW
Atlanta, GA 30308
(720) 226-2956

Any written request or communication in reference to this project or notice SHOULD include the Project and P. I. Numbers as noted at the top of this notice.

12:12,19,26-2025; 1:2-2026

MDJ-8585
GPN-14
NOTICE

Legal notice to representative/relative for Lewis Williams of Mableton a change to the mortgage for Ivey Rd Mableton, GA 30126 has occurred. Please call for details (404)408-2966.

12:12,19,26-2025;1:2-2026

MDJ-8586
GPN-17
Abandoned Motor Vehicle Advertisement
Marietta Wrecker Service

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at Marietta Wrecker Service, 950 Allgood Rd, Marietta, GA 30062. The vehicles subject to liens as stated above are identified as:
Vehicle Year/ Vehicle Make/ Vehicle Model/ License Plate #/ State/ VIN
2014 INFINITI Q50 CHV4707 GA
JN1AV7AP4EM692132
2019 HYUNDAI SONATA CUP7343 GA
5NPE24AFXKH770190
2015 JEEP COMPASS SIK0263 GA
1C4NJDEB8FD207578
2012 RAM 1500 CYL7816 GA
1C6RD6JT1CS292362
2019 KIA FORTE NONE NONE
3KPF24AD9KE124078
2017 HONDA PILOT CHL6949 GA
5FNYF5H50HB046827
2004 TOYOTA CAMRY TBG7254 GA
4T1BE32K54U907640
2014 HYUNDAI ELANTRA
DDT6464 GA 5NPDH4AEXEH500804
2023 FREIGHTLINER CASCADIA
PWZ1763 OH 3AKJHHDR1RSVD6948
2002 MERCEDES-BENZ M CLASS
NONE NONE 4JGAB54EX2A366381
2023 DODGE DURANGO FP77823 IL
1C4RDJDG3PC617541
2014 LEXUS ES 350 WNG284 GA
JTHBK1GG4E2085124
2013 HYUNDAI VELOSTAR
DEA9266 GA KMHTC6AD3DU162501
2015 HONDA CR-V SJI5190 GA
3CZRM3H57FG708371
2016 FORD EXPEDITION
CUA7982 GA 1FMJU1KT4GEF10625
2015 DODGE DURANGO RBQ7919 GA
1C4RDHAG1FC745109
2021 HYUNDAI PALISADE
TBW8944 GA KM8R74HE0MU321167
2021 KIA FORTE CSG6707 GA
3KPF44AC6ME372454
2013 HONDA CIVIC BTH4926 GA
2HGFG3B56DH530279
2019 JEEP CHEROKEE SMH3617 GA
1C4PJLLB9KD154194
2018 NISSAN SENTRA DEJ1098 GA
3N1AB7AP5JL620174
2021 FORD BRONCO SPORT
CSV3067 GA 3FMCR9A69MRB38681
2012 LEXUS RX 350 RMP3819 GA
JTJBK1BAXC2445401
2019 NISSAN ALTIMA A39XUN AL
1N4BL4BV7KC170833
2014 VOLKSWAGEN JETTA
CZM2836 GA 3VWD07AJXEM363117
2025 NISSAN VERSA DEK5193 GA
3N1CN8FV8SL861080
2015 GMC SIERRA 1500 3DPZ35 MA
1GTV2VEC5FZ362295
2017 HONDA CIVIC CZI6953 GA
2HGFC2F5XHH569897
2004 TOYOTA TUNDRA TEM8954 GA
5TBRT34124S441983
2019 HONDA HR-V CNW9001 GA
3CZRU5H5XKM710994
2010 FORD EDGE 1A0YCBP AL
2FMDK3KC1ABB41739
2017 HONDA ACCORD HYBRID
CUP3638 GA JHMCR6F50HC027667
2009 TOYOTA SIENNA RFB6400 GA
5TDZK23C69S277071
2019 NISSAN KICKS CNE3461 GA
3N1CP5CU4KL565896
2024 DODGE HORNET GIGB57 FL
ZACPDFCW2R3A18097
2007 GMC SIERRA 1500 SHQ7228 GA
1GTEC14C27Z527387
2018 TOYOTA CAMRY RJN3436 GA
4T1B11HK3JU536982
2021 MERCEDES-BENZ C - CLASS
XCX161 GA W1KWJ8HB7MG099110
2022 CHEVROLET SILVERADO 1500 LIMIT GNJ189 GA
1GCPWDEDXNZ101792
2021 TOYOTA TACOMA CZC8133 GA
3TYRX5GN6MT010928
2017 TOYOTA CAMRY CGS4822 GA
4T1BF1FK9HU422175
2023 CHEVROLET CAMARO NONE NONE 1G1FB1RX3P0155963
2017 TOYOTA CAMRY CGS4822 GA
4T1BF1FK9HU422175
2023 CHEVROLET CAMARO NONE NONE 1G1FB1RX3P0155963
2008 HONDA CIVIC NONE NONE
2HGFG11898H532632
2013 BUICK ENCORE AWB6322 GA
KL4CJBSB6DB076623
2019 MAZDA MAZDA 3 CZX2257 GA
JM1BPBJMXK1124453
2014 MAZDA MAZDA 3 SHS1976 GA
JM1BM1W74E1162433
2007 TOYOTA TACOMA XF4585 GA
5TETX22N67Z345251
2013 GMC YUKON NONE NONE
1GKS1KE0XDR294829
2012 BUICK LACROSSE PREMIUM NONE NONE 1G4GH5E31CF245409
2019 SUBARU OUTBACK CPY9975 GA
4S4BSENC4K3284068
2007 VOLKSWAGEN JETTA NONE NONE 3VWSG81K07M008963
2002 TOYOTA SIENNA NONE NONE
4T3ZF13C82U499209
2020 LAND ROVER RANGE ROVER SEY7838 GA SALYK2FV6LA254010
2003 GMC SAVANA SKZ6063 GA
1GDGG31V931903733
2018 BMW 530E TCD4779 GA
WBAJA9C56JB249032
2020 HONDA CIVIC SIR8490 GA
19XFC2F63LE024653
2016 INFINITI QX60 CWI4735 GA
5N1AL0MN0GC508698
2016 CHEVROLET TAHOE
RSI4915 GA 1GNSCCKC5GR120558
2016 HYUNDAI ELANTRA
SDE2988 GA 5NPDH4AE4GH665900
2020 JEEP COMPASS CTL7637 GA
3C4NJCCB4LT187445
2025 TOYOTA CAMRY HYBRID
DCY7934 GA 4T1DAACK2SU595958
1981 FORD F350 SFC3210 GA
F35JRCA0611
2015 FORD FUSION CDD7929 GA
1FA6P0H79F5100882
2011 AUDI A4 TCQ1845 GA
WAUEFAFL5BN014412
2012 FORD EDGE RWV8309 GA
2FMDK3JC3CBA44627
2012 HONDA CIVIC RIT5308 GA
2HGFG3B84CH542777
2006 HONDA CR-V NONE NONE
SHSRD68576U406889
2019 DODGE RAM 1500 NONE NONE
1C6SRFBT1KN833313
2016 UTILITY A&F TRAILER MFG IN NONE NONE 1WHBU1012GM002497
1997 OTHER A&F TRAILER MFG IN TT63Q18 GA 1WHUS0818VM333021
2012 FORD EDGE RWV8309 GA
2FMDK3JC3CBA44627
2009 UTILITY A&F REEFER
YDH628 GA 1UYVS25329M761702
2008 BMW X3 SFT6133 GA
WBXPC93468WJ15397
2019 NISSAN ALTIMA CRA9882 GA
1N4BL4EV1KC250897
2004 FORD F-150 SLQ6631 GA
1FTPW14594KC62828
2024 GMC SIERRA 3500 HD
DBR7304 GA 1GD59SE7XRF285504
2010 BMW 550I NONE NONE
WBASN4C58AC209413
2009 HONDA ACCORD RQD1692 GA
1HGCP26839A192170
2011 HONDA CR-V NONE NONE
5J6RE3H33BL000238
2018 DODGE GRAND CARAVAN
SJR6231 GA 2C4RDGCG3JR360223
2017 HYUNDAI SONATA NONE
NONE 5NPE24AFXHH537127
2015 FORD FIESTA RVB4348 GA
3FADP4BJ4FM150733
2019 GMC TERRAIN TDN3202 GA
3GKALMEV0KL122360
2022 HONDA ACCORD CTQ6889 GA
1HGCV1F33NA031249
2010 HONDA CIVIC CWQ5876 GA
19XFA1F93AE065159
2017 MERCEDES-BENZ CLA-CLASS
BLUR0SE GA WDDSJ4GB1HN428572
2010 LEXUS ES 350 SDV2842 GA
JTHBK1EG3A2346384
2021 JEEP WRANGLER DBI7587 GA
1C4HJXENXMW624114
2006 HONDA ACCORD SLE4741 GA
1HGCM72766A011772
2019 HONDA ACCORD SGX3328 GA
1HGCV1F10KA050416
2014 INFINITI Q50 CHV4707 GA
JN1AV7AP4EM692132
2019 HYUNDAI SONATA CUP7343 GA
5NPE24AFXKH770190
2015 JEEP COMPASS SIK0263 GA
1C4NJDEB8FD207578
2012 RAM 1500 CYL7816 GA
1C6RD6JT1CS292362
2019 KIA FORTE NONE NONE
3KPF24AD9KE124078
2023 HONDA ACCORD GKQ487 GA
1HGCY2F69PA012327
2021 KIA SELTOS DCS9832 GA
KNDETCA21M7166166
2022 MAZDA CX-30 TAS5796 GA
3MVDMBBL7NM408975
2015 HONDA CIVIC BQZ5490 TN
19XFB2F80FE082387
2010 NISSAN CUBE SKG9514 GA
JN8AZ2KR9AT159671
2018 HONDA CIVIC CTX3937 GA
SHHFK7H52JU201137
2010 HONDA ACCORD DCY8398 GA
1HGCP2F86AA048293
2022 HYUNDAI ELANTRA
BQF1532 TN 5NPLM4AG6NH070861
2021 CHEVROLET COLORADO
CF637I GA 1GCGTDEN4M1200526
2023 TOYOTA HIGHLANDER
CWL2195 GA 5TDKDRBHXPS504910
2016 HONDA ACCORD CQA2436 GA
1HGCR2F50GA239748
2023 NISSAN ROGUE DDM1574 GA
5N1BT3AA0PC779025
2015 NISSAN ALTIMA WIV171 GA
1N4AL3AP2FC418954
2021 HYUNDAI TUCSON DBZ2329 GA
KM8J33A42MU287107
2020 MERCEDES-BENZ GLC-CLASS 643BHFH TN W1N0G8EB9LF836243
2017 FORD FUSION SMQ6812 GA
3FA6P0HDXHR341842
2026 KIA K5 NONE NONE
3KPFT4DEXSE176269
2022 RAM 1500 SJE3197 GA
1C6SRFFT9NN160897
2013 NISSAN ALTIMA TBW6350 GA
1N4AL3AP4DC288494
2010 NISSAN ROGUE TGT2904 GA
JN8AS5MT2AW018664
2013 HONDA CBR 600 GKZ892 GA
JH2PC4000DK600516
2016 HYUNDAI ELANTRA NONE
NONE KMHDH4AE1GU649168
2021 HYUNDAI KONA BI94EK FL
KM8K62AA8MU614587
2015 LOAD TRAIL DUMP TRAILER
UBC740 GA 4ZEDT1623F1087978
2000 FREIGHTLINER LONG CONV
NONE NONE 1FUYDDYB1YPF37320
2000 FREIGHTLINER FLD120-Series
NONE NONE 1FUYDDYB1YPF37320
2003 TOYOTA TACOMA TGQ1278 GA
5TESN92N43Z188243
2020 TOYOTA TACOMA CMM5343 GA
3TMCZ5AN7LM291432
2020 HYUNDAI ELANTRA
CWA6612 GA 5NPD84LF1LH591772
2006 LNDR RANGE ROVER SPORT
NONE NONE SALSH23426A969113
2006 TOYOTA COROLLA QAF3738 GA
1NXBR32E46Z651427
2019 FORD ESCAPE RKC6847 GA
1FMCU0GD6KUC19692
2012 MERCEDES-BENZ BENZ NONE
NONE WDDGF4HB5CR195612
2012 TOYOTA CAMRY PF99461 GA
4T1BF1FK9CU105909
2004 GMC YUKON BTC9700 TN
1GKEK13Z44R141501
2016 SUBARU CROSSTREK NONE
NONE JF2GPABC4G8292725
2017 INFINITI QX60 CQJ1587 GA
5N1DL0MN2HC521676
2015 NISSAN ALTIMA CUW3887 GA
1N4AL3AP9FC203359
2025 NISSAN SENTRA SJG4275 GA
3N1AB8CV2SY234205
2010 FORD FUSION SJE1212 GA
3FAHP0HA8AR405722
2020 GENESIS G70 SIV6916 GA
KMTG74LE4LU063707
2014 BMW 435 DB 12497 GA
WBA3R1C50EK192304
2009 BMW X5 SEU4722 GA
5UXFE43599L267755
2013 RAM 1500 SFF0531 GA
1C6RR6FT3DS715700

12:12,19-2025

MDJ-8587
GPN-17
ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta, GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: **01/06/2025**. Answer forms may be found at the Magistrate Court Clerk's office located at:
32 Waddell St SE, Marietta, Ga 30090.
Forms may also be obtained online at www.georgiamagistratecouncil.com.
2018 NISSAN ALTIMA
1N4AL3AP3JC285985 F61WAN NJ
MAGISTRATE COURT CASE NO: 25-L-02592
2005 GMC CANYON 1GTCS136958135256 CPC1341 GA
MAGISTRATE COURT CASE NO: 25-L-02652
2009 UTILITY Reefer
1UYVS25329M761702 YDH628 GA
MAGISTRATE COURT CASE NO: 25-L-03052
2004 FORD F-150 1FTPW14594KC62828 SLQ6631 GA
MAGISTRATE COURT CASE NO: 25-L-03053
2024 GMC SIERRA 3500HD
1GD59SE7XRF285504 DBR7304 GA
MAGISTRATE COURT CASE NO: 25-L-03054
2010 BMW 550I WBASN4C58AC209413 NO TAG
MAGISTRATE COURT CASE NO: 25-L-03055
2009 HONDA ACCORD
1HGCP26839A192170 RQD1692 GA
MAGISTRATE COURT CASE NO: 25-L-03056
2011 Honda Crv 5J6RE3H33BL000238 NO TAG
MAGISTRATE COURT CASE NO: 25-L-03057
2018 DODGE GRAND CARAVAN
2C4RDGCG3JR360223 SJR6231 GA
MAGISTRATE COURT CASE NO: 25-L-03058
2017 HYUNDAI SONATA
5NPE24AFXHH537127 NO TAG
MAGISTRATE COURT CASE NO: 25-L-03059
2015 FORD FIESTA
3FADP4BJ4FM150733 RVB4348 GA
MAGISTRATE COURT CASE NO: 25-L-03060
2019 GMC TERRAIN
3GKALMEV0KL122360 TDN3202 GA
MAGISTRATE COURT CASE NO: 25-L-03061
2022 HONDA ACCORD
1HGCV1F33NA031249 CTQ6889 GA
MAGISTRATE COURT CASE NO: 25-L-03062
2010 LEXUS ES 350
JTHBK1EG3A2346384 SDV2842 GA
MAGISTRATE COURT CASE NO: 25-L-03063
2021 JEEP WRANGLER
1C4HJXENXMW624114 DBI7587 GA
MAGISTRATE COURT CASE NO: 25-L-03064
2006 HONDA ACCORD
1HGCM72766A011772 SLE4741 GA
MAGISTRATE COURT CASE NO: 25-L-03065
2019 HONDA Accord
1HGCV1F10KA050416 SGX3328 GA
MAGISTRATE COURT CASE NO: 25-L-03066

12:12,19-2025

MDJ-8655
GPN-14
Cobb County
Department of Transportation
To Hold
Public Information Open House for
BIG SHANTY ROAD WIDENING ROADWAY IMPROVEMENTS
Project No. B2431/ P.I. 0019616

On January 14, 2026, from 5:00 p.m. to 7:00 p.m. at Childrens Healthcare of Atlanta Town Center, OCC Community Room, located at 625 Big Shanty Road, Kennesaw, GA, the Cobb County Department of Transportation will hold a Public Information Open House for the Big Shanty Road Widening-Roadway Improvements, Project No. B2431 / P.I. 0019616.
The proposed project consists of intersection improvements between Chastain Meadows Parkway and Bells Ferry Road. The primary goal is to increase east-west roadway capacity along both Big Shanty Road and Chastain Road to improve roadway network connectivity and mobility in the project vicinity.
The purpose of this meeting is to provide the public with an opportunity to view the project, ask questions, and comment on the project.
The Open House will be held from 5:00 p.m. to 7:00 p.m. The public is invited to attend anytime during these hours to review the proposed plans for this project. There will be no formal presentation.
Americans with Disabilities Act (ADA) Information:
The meeting site is accessible to persons with disabilities, Accommodations for people with disabilities can be arranged with advance notice by calling Jenny Lee at (770) 528-1637.
Written statements will be accepted concerning this project until February 13, 2026. Written statements may be submitted to:

Cobb County
Department of Transportation
Engineering Division
1890 County Services Parkway
Marietta, Georgia 30008-4014
Attn: Jenny Lee
Jenny.Lee@cobbcounty.gov
12:12,19,26-2025;1:2,9-2026

8001 Juvenile/Youth/Family

MDJ-8179
GPN-10
IN THE JUVENILE COURT OF COBB COUNTY, GEORGIA
IN THE INTEREST OF:
A-K.N.B., a minor child; SEX-F; AGE-3; DOB: 12-17-21;
CASE # 25-CV-0450-09.
Z-M.M.B., a minor child; SEX-F; AGE-3; DOB: 12-17-21;
CASE # 25-CV-0449-09.
NOTICE OF SUMMONS.

TO: Robert Junior Hill and any other person claiming a parental interest in the above referenced children. The biological mother of the above referenced children is Brittany Nicole Baugh. The alleged biological father of the above referenced child (A-K.N.B. and Z-M.M.B.) is Robert Junior Hill.
YOU ARE FURTHER NOTIFIED that a petition for termination of parental rights in regard to the above referenced children was filed in the Juvenile Court of Cobb County, Georgia, on the 17th day of March, 2025, and that by reason of an Order for service by publication entered by the court on the 18th day of November, 2025;
YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County, Georgia, in Marietta, Georgia, on the 15th day of January, 2026, at 9:00 o'clock a.m. The hearing is for the purpose of determining whether parental rights should be terminated. The effect of a termination judgment as set forth under O.C.G.A. § 15-11-284 includes the following: Georgia law provides that you (i.e., a parent) can permanently lose your rights as a parent. A petition to terminate parental rights has been filed requesting the juvenile court of Cobb County, Georgia, to terminate your parental rights to your children (i.e., the above referenced children). If you fail to appear at the hearing on the petition for termination of parental rights, then the court can terminate your parental rights in your absence. If the court at trial finds that the facts set out in the petition are true and that termination of your rights will serve the best interests of your children, the court can enter a judgment ending your rights to your children. If the judgment terminates your parental rights, you will no longer have any rights to your children. This means that you will not have the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's earnings or property. Your children will be legally freed to be adopted by someone else. Even if your parental rights are terminated, you will still be responsible for providing financial support (i.e., child support payments) for your children's care unless and until your children are adopted and your children can still inherit from you unless and until your children are adopted. The petition which seeks to terminate your parental rights is a very serious matter and it is suggested that you contact an attorney immediately so that you can be prepared for the court hearing on such petition. You have the right to hire an attorney and to have the attorney represent you. If you cannot afford to hire an attorney, then the juvenile court of Cobb County, Georgia, will appoint an attorney to represent you if the court finds that you are an indigent person. Whether or not you decide to hire an attorney, you have the right to attend the hearing on such petition, to call witnesses on your behalf, and to question witnesses brought against you.
A copy of the petition for termination of parental rights may be obtained from the clerk of the Juvenile Court of Cobb County, Georgia, 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 children are 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 parental responsibilities and obligations owed by their father have been effectively abandoned.
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 30064, 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

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: February 9, 2026

TITLE: **Ordinance: Rezoning Request for 1600 Old 41 Hwy**
Consideration for approval of an ordinance authorizing a rezoning request submitted by Walton Communities, LLC for the properties located at 1600 Old 41 Hwy (parcel # 20021200130, 20021201560). Case #RZ2026-01

Summary:
Said request is to rezone the properties located at 1600 Old 41 Hwy (Parcel # 20021200130 & 20021201560) from RM-12, Multifamily District and General Commercial (GC) to RM-16, Multifamily Residential. The project consists of 11.68 +/- acres and lies in Land Lot 212 and Tax Parcels 13 & 156. This public hearing was advertised in the Marietta Daily Journal on January 16, 2026 and signs have been posted to the site. The applicant submitted a letter on January 23, 2026 requesting to postpone the case to the March 2026 public hearing. At the February 4, 2026 Planning Commission meeting, the Planning Commission unanimously recommended approval of the request to postpone.

Recommendation:
Planning and Zoning recommends approval of the request to postpone.

Fiscal Impact:

Attachments:
1. RZ2026-01_1600 Old 41 Hwy_Staff Anyalsis
2. RZ2026-01_1600 Old 41 Hwy_Application Packet
3. RZ2026-01_1600 Old 41 Hwy_ Request to Table to 03-2026
4. 02-04-26 Planning Commission Action Minutes
5. 2026-01-16 Zoning Public Hearings

DIRECTOR OF PLANNING & ZONING
CHANELLE CAMPBELL

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

CONTACT US

OFFICE: (770) 590-8268
WEBSITE: www.kennesaw-ga.gov
EMAIL: zoningdept@kennesaw-ga.gov

MAYOR AND COUNCIL
FEBRUARY 16, 2026

PLANNING COMMISSION
FEBRUARY 4, 2026

LEGAL ADVERTISEMENTS
JANUARY 16, 2026

PUBLIC NOTICE SIGN
JANUARY 16, 2026

APPLICATION SUBMITTED
DECEMBER 19, 2025

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

Property Addresses
1600 Old 41 Hwy

Applicant
Walton Communities, LLC

Representative
J. Kevin Moore - Moore, Ingram , Johnson & Steele, LLP

Property Owner
Granite Falls Station, LLC

Current Zoning
General Commercial (GC) and RM-12, Multifamily

Future Land Use Category
Community Activity Center (CAC)

Project Request: Rezone property from General Commercial (GC) and RM-12, Multifamily to RM-16, Multifamily for the development of a multifamily development.



Aerial view of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes
Historic District: No
Cemetery: No **Floodplain:** Yes **Stream:** Yes
Parcel ID #: 20021200130 & 20021201560
Land Lot #: 212 **Tax Parcel #:** 13 & 156
Land Area: 11.68 +/-

RECOMMENDATION

Staff Recommendation:
Approval to postpone the rezoning application

Please see page 12 for basis for recommendation.

ADJACENT PROPERTY DETAILS

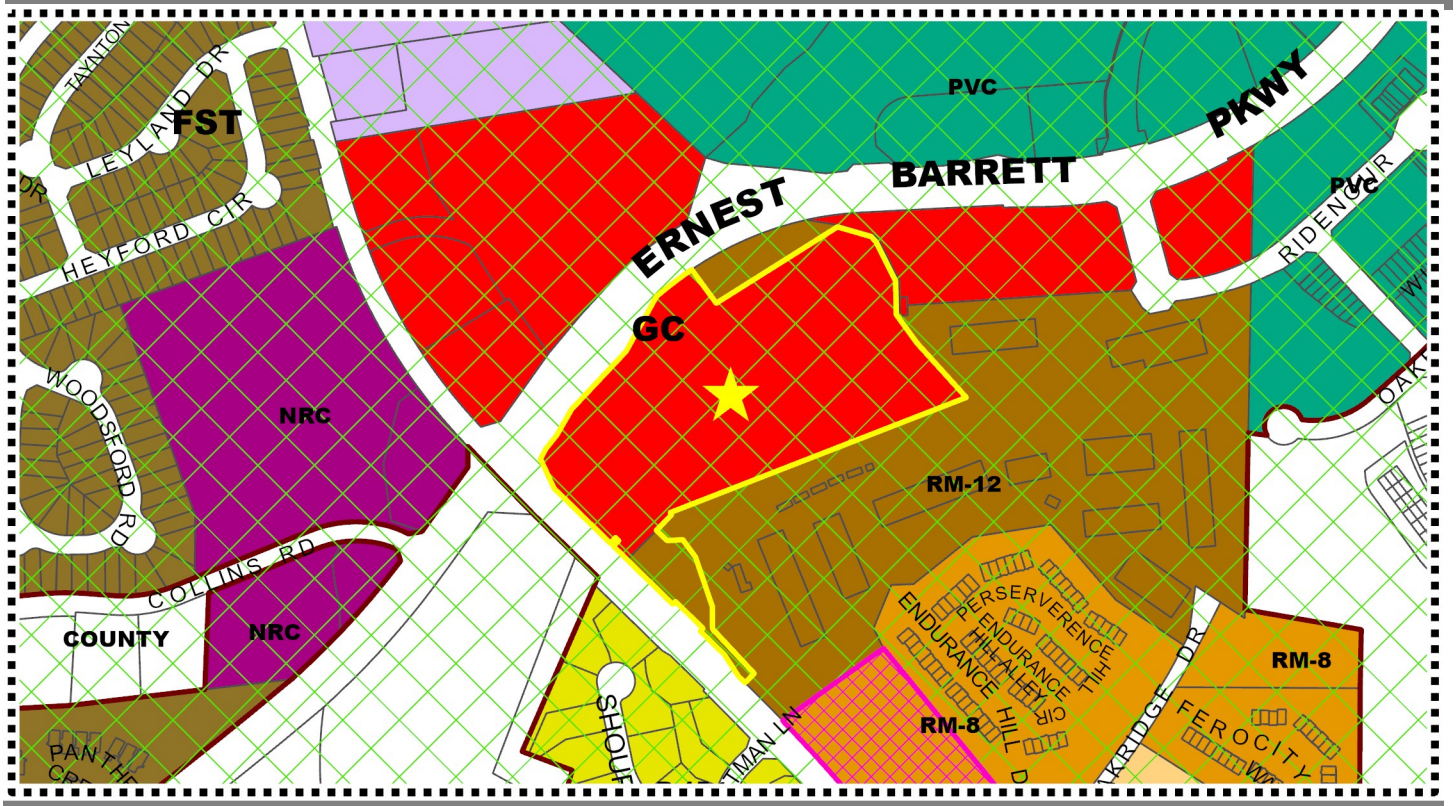
Surrounding Zoning Dist. and Future Land Use

North: Ernest Barrett Pkwy
Zoning: General Commercial (GC)
Future Land Use: Community Activity Center (CAC)
South: No Street
Zoning: RM-12, Multifamily District
Future Land Use: Residential High (RH)
East: Ridenour Blvd
Zoning: RM-12, Multifamily District
Future Land Use: Residential High (RH)
West: Old 41 Hwy
Zoning: County R-20, Single Family Residential
Future Land Use: County Low Density Residential

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

ZONING MAP



LEGEND

Zoning Districts

CBD	HI	OI	R-12	RA-5
CRC	LI	PBSH	R-15	RA-6
FST	MHP	PSC	R-20	RM-8
GC	NRC	PUD-R	R-30	RM-12
HGB	NS	PVC	R-40	RM-16
		R-10	RA-4	UVC

Form Based Code

- Open Space
- T-3
- T-4L
- T-4O
- T-5

Zoning Overlays

- Airport Hazard District
- Conservation Subdivision
- Historic Districts
- Historic Preservation Village
- Senior Living

The subject parcels are currently zoned General Commercial (GC). To the south, it is bordered by multifamily zoning districts designated as RM-12, Multifamily. To the east, the property adjoins parcels zoned General Commercial (GC) and RM-12, Multifamily. Parcels to the north are also zoned General Commercial (GC), while the parcels to the west lie outside the Kennesaw city limits. This mix of adjacent zoning districts reflects a transition area between commercial uses and established multifamily residential development.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

AERIAL MAP

LOCATION:

The 11.68 +/- acre tract is located at the intersection of Old 41 Highway and Barrett Parkway and is surrounded by a diverse mix of commercial, retail, office, and residential uses. To the south is the Walton Ridenour multifamily residential community constructed between 2004 and 2005. To the east is a shopping center that includes a range of retail and office tenants, such as PT Solutions Physical Therapy, Big Peach Running Co., and several restaurant options. To the north, the property is bordered by additional commercial and retail uses, including a car wash, gas station, and a Zaxby's restaurant. This surrounding development pattern reflects a well established activity center with a blend of residential density and commercial services.



BACKGROUND

The subject property is adjacent to the existing Walton Community, which consists of approximately 250 units of affordable housing. In 2020, the Housing Authority of Cobb County assumed ownership, renovation, and ongoing operation of these communities to ensure the long-term preservation of affordable rental housing within the city limits.

The site has remained vacant largely due to physical and logistical development constraints, including significant topographic challenges and limited access opportunities. These conditions have made the property difficult to develop under previous zoning and market conditions, contributing to its prolonged undeveloped status.

ZONING CASE #: RZ2026-01

EXISTING SITE CONDITIONS





STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

DESCRIPTION OF ZONING REQUEST: **REZONING**

REZONING:
The applicant seeks to change the zoning designation from General Commercial (GC) and RM-12, Multifamily to RM-16, Multifamily for the construction of multifamily development.

APPLICATION DETAILS

Pre-Application Meeting
November 5, 2025

Application Submitted
December 19, 2025

Fees Paid
$666.80 (Rezoning)

Certified Letters Mailed
January 15, 2026

PROJECT INTENT

The applicant is requesting to rezone the property to RM-16, Multifamily to construct a development that will consist of 182 apartment units.

Number of units proposed: 182

Unit Mix Building Types I - III		
A - One Bedroom	47	25.82 %
B - Two Bedroom	111	60.99%
C - Three Bedroom	24	13.19%

Proposed Amenities: Amenities will Clubhouse and outdoor amenity space.

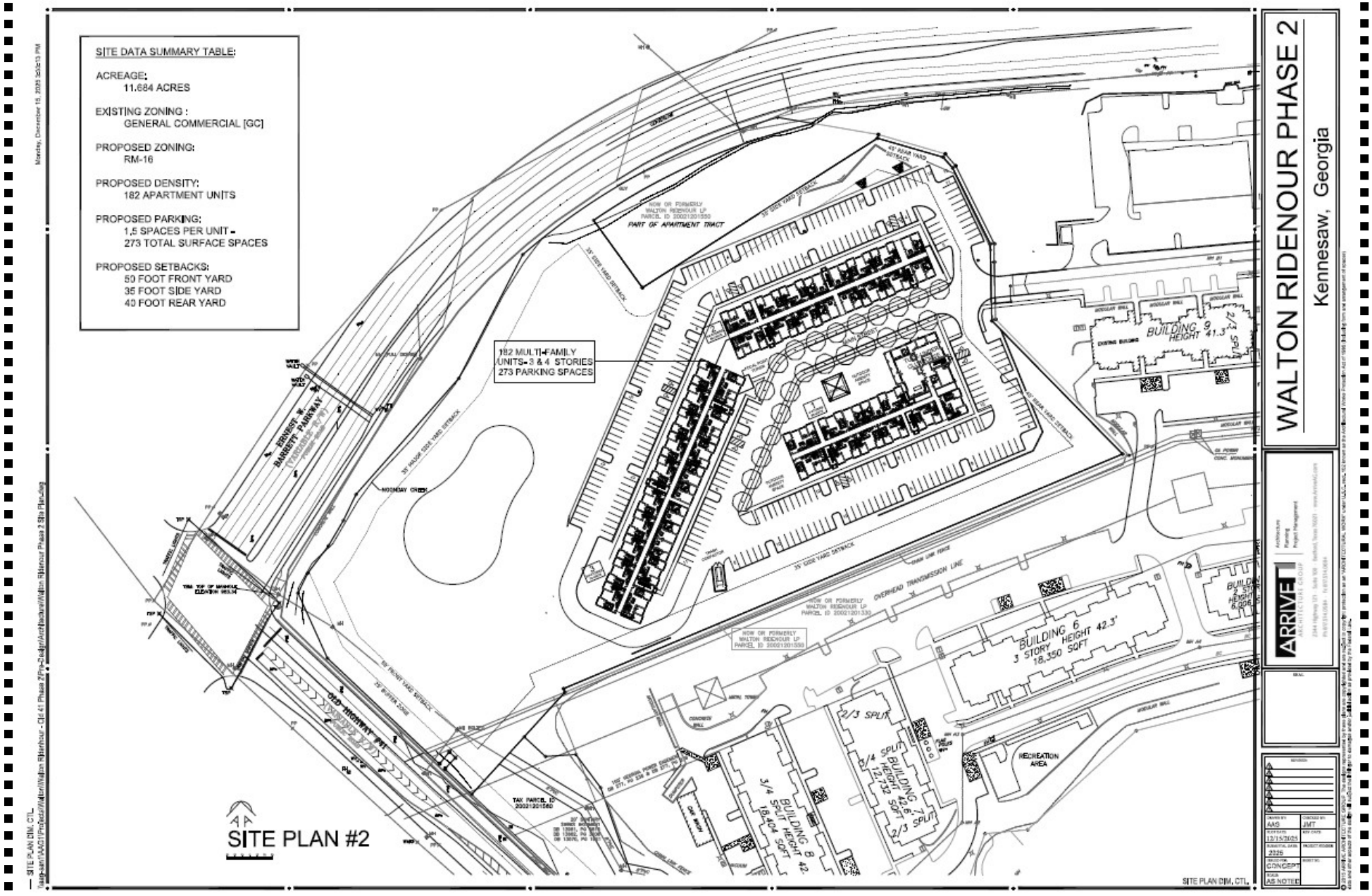
UNIFIED DEVELOPMENT CODE

Section 2.01.03.14 - Lot size, setback and building height requirements for developments within the RM-16, Multifamily Residential zoning district

Minimum lot size:	80, 000 sq. ft.
Maximum Density:	16 units per acre or 6 units per acre for single family dwelling (attached or detached)
Minimum floor area:	(a) 450 square feet: efficiency. (b) 600 square feet: one bedroom. (c) 750 square feet: two bedroom. (d) 900 square feet: three bedroom.
Minimum lot width at front setback line:	75 ft.
Minimum public road frontage:	75 ft.
Maximum cover:	45%
Maximum building height:	40 feet (three and four stories).
Minimum width between buildings:	15 ft.
Minimum building setbacks:	(a) Front yard as measured from arterial: 50 feet. (b) Front yard as measured from collector: 50 feet. (c) Front yard as measured from local: 35 feet. (d) Side yard (aka minor side yard): 35 feet (if not interior portion of development); 15 feet (if interior portion of development). (e) Rear yard: 40 feet. (f) Major side: 35.

PROPOSED SITE PLAN

ZONING CASE #: RZ2026-01



PROPOSED RENDERING

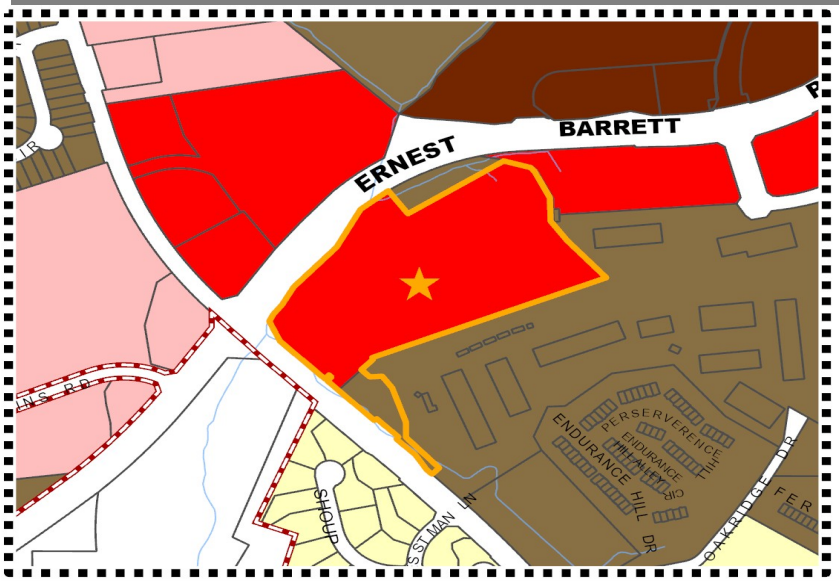
ZONING CASE #: RZ2026-01



STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

FUTURE LAND USE CATEGORY



CAC - COMMUNITY ACTIVITY CENTER

These areas provide services to the community but are not as intense as the Regional Activity Center.

LEGEND

Future Land Use

- CAC - Community Activity Center
- DAC - Downtown Activity Center
- I - Industrial
- NAC - Neighborhood Activity Center
- PI - Public Service/Institutional
- PRC - Park/Recreation/Conservation
- PUD - Planned Unit Development
- RAC - Regional Activity Center
- RH - Residential High
- RL - Residential Low/Medium
- TCU - Transportation Communication Utilities

FUTURE LAND USE ANALYSIS

The Comprehensive Plan designated the subject property as a Community Activity Center (CAC), an area intended to accommodate a balanced mix of commercial, civic, and residential uses. The inclusion of residential units within the Community Activity Center (CAC) is consistent with the Comprehensive Plan's intent to create vibrant, mixed-use environments that support a blend of commercial, civic, and residential uses. Introducing housing into the CAC strengthens the activity center by increasing the local population base, which in turn supports nearby retail, dining, and service establishments. This added residential presence helps sustain businesses throughout the day and evening, contributing to a more active and economically resilient center.

Residential development also promotes land-use efficiency by utilizing underperforming or underutilized parcels and encouraging redevelopment that aligns with the long-term vision for a walkable, mixed-use district. Housing diversity within the CAC provides options for residents seeking proximity to employment, services, and transit, reducing vehicle trips and supporting multimodal transportation goals creating the overall sense of place within the activity center.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

TRANSPORTATION DATA:

AERIAL OF ROAD #1



ROAD #1

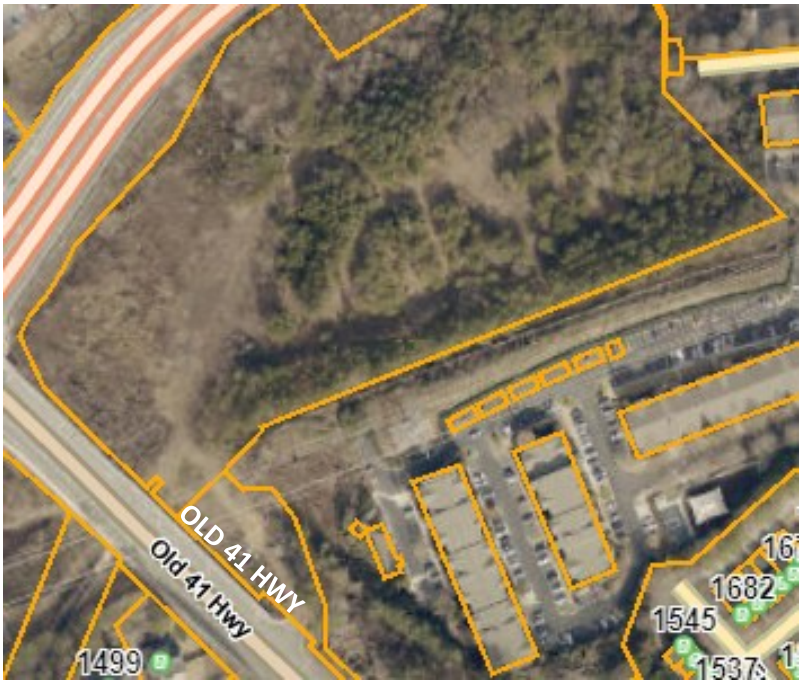
Roadway Name
Ernest Barrett Pkwy

Roadway Classification
Arterials

Speed Limit
45 MPH

Minimum Width of Right-of -Way requirement
100-feet

AERIAL OF ROAD #2



ROAD #2

Roadway Name
Old 41 Hwy

Roadway Classification
Major

Speed Limit
40 MPH

Minimum Width of Right-of-Way requirement
100-feet

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

ENVIRONMENTAL

Floodplain:
- ✓ Yes
- ___ No
- ___ Not Verified

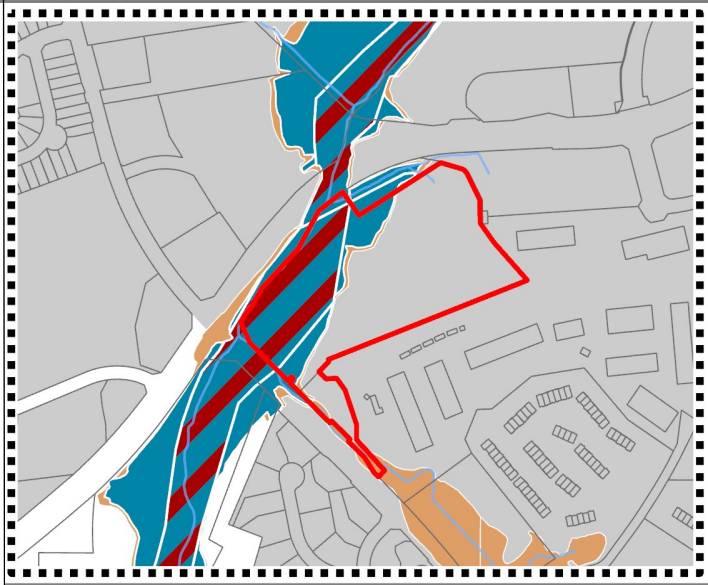
Wetlands:
- ___ Yes
- ___ No
- ✓ Not Verified

Drainage Basin:
- ___ None
- ___ FEMA 100-year floodplain area
- ___ Flood Damage Prevention Ordinance[1]
- ___ Project subject to Cobb County Damage Prevention Requirements
- ___ Dam Breach Zone (Upstream)[2]
- ✓ Owner/Developer is responsible for obtaining any required wetland permits from the United States Army Corps of Engineers

Streams and Creeks:
- ___ Metropolitan River Protection Area[3]
- ___ Chattahoochee River Corridor Tributary Area[4]
- ___ Georgia Erosion-Sediment Control Law and County Ordinance[5]
- ___ Georgia DNR Variance for work being done in 25-foot stream bank buffers (may be required)
- ___ City Stream Buffer Required
- ___ No Stream Buffer Required

1. Designated flood hazard
2. Need to keep residential buildings out of hazard.
3. Within 2000-feet of the Chattahoochee River. ARC review 35-feet undisturbed buffer each side of waterway.
4. Cobb County review (___-feet undisturbed buffer on each side)
5. State of Georgia and Cobb County review.

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

- A
- AE
- AE, Floodway
- X, 0.2 Pct Annual Chance
- Subject Property
- Land Lots
- Kennesaw City Limits

ADDITIONAL COMMENTS REGARDING PROJECT:

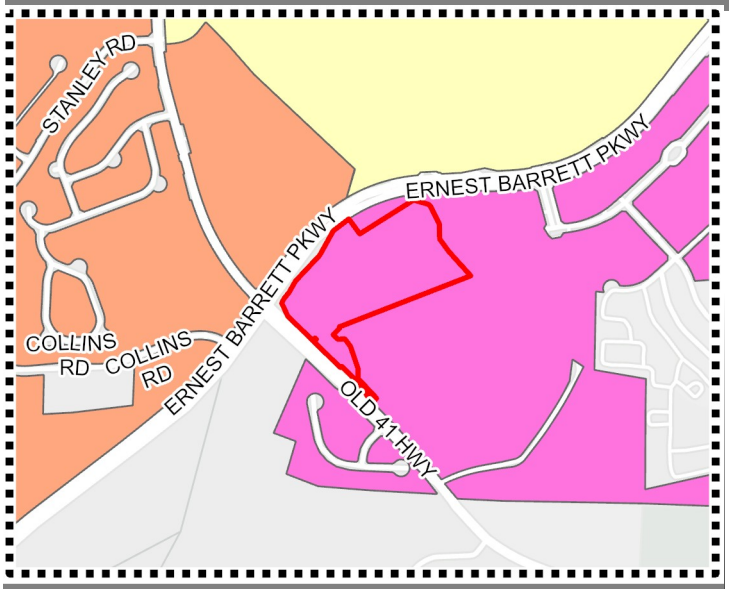
Portions of the subject property are located within FEMA designated Flood Zone AE and the regulatory Floodway. These floodplain conditions reduce the amount of developable acreage on the site and will require the applicant to design the project to avoid the Floodway and comply with all applicable federal, state, and local floodplain regulations. Any future development plans must clearly delineate AE and Floodway boundaries and demonstrate compliance with the City's flood damage prevention ordinance.

Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

AREA DESIGNATION



RIDENOUR

Ridenour is a unique multi-use project that combines four story, multi-family housing, single family housing and retail development. Located along Barrett Parkway between Cobb Parkway and Old Highway 41, this area is characterized most notably by the high-density development, the high elevation of the structures fronting Barrett Parkway and their colorful facades. With limited office and retail uses located within the development on the ground floors, this area suggests a live, work, play concept. Like the Barrett Parkway/Old 41 Highway, the proximity to I-75, Cobb Parkway and Barrett Parkway makes this an attractive location to residents who commute to Marietta, south Cobb County and Metro Atlanta region for employment. Employment centers are also located across Cobb Parkway in the retail and office districts on or adjacent to Barrett Parkway. Residents may also be students at Kennesaw State University who enjoy the short drive to campus and the recreational opportunities provided at Kennesaw Mountain National Battlefield Park.

LEGEND

Kennesaw Areas

- Cobb Parkway Commercial Corridor
- Ridenour
- West Pine Mountain
- East Pine Mountain Revitalization
- Kennesaw Due West
- Cobb International Industrial Corridor
- Kennesaw Marketplace
- Barrett and Old 41
- Jiles and Baker
- Swift-Cantrell
- Campus Living
- Cherokee Street Commercial Corridor
- North Cherokee
- Moon Station Industrial Corridor
- Historic Central Business District
- In-Town Living
- McCollum Industrial Corridor

AREA DESIGNATION ANALYSIS

The site is located within the Ridenour Area. According to the Area Policy Matrix in the Comprehensive Plan, development within this area should prioritize a mix of housing options along with professional office and retail uses. The policy framework emphasizes the preservation of open space and tree canopy, while encouraging an interconnected street network that links new development to surrounding properties. This approach supports inter-parcel access, shared driveways, and coordinated access points to help manage traffic flow and reduce the number of individual curb cuts along major corridors.

The Ridenour Area also promotes a pedestrian-oriented environment by improving sidewalk connectivity and establishing multi-use trail and bicycle routes that link nearby neighborhoods, retail centers, parks, and other key destinations. Higher density residential uses are encouraged in locations with direct access to major roadways and transit facilities, supporting a more compact and accessible development pattern.

The proposed project aligns with these policies by introducing a complementary blend of uses designed to create a dynamic, walkable, and livable environment. The development supports the economic and mobility goals outlined in the Comprehensive Plan and contributes to the long-term vision for the Ridenour Area.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

PLANNING AND ZONING

Site Visit:
☑ Yes
☐ No

Staff Member:
Name: Chanelle Campbell
Date of Visit: 01/29/26

Land Use Recommendation:
Residential development is a compatible use

Historic Preservation:
Not located in the historic district

Cemetery Preservation:
No cemeteries on site

DEPARTMENT COMMENTS

Engineering: No Comments

Public Works: The proposed site requires a Traffic Impact Study (TIS) to evaluate anticipated trip generation, turning movements, and overall impacts to the surrounding roadway network.

Building Services: No Comments

Cobb County Fire: None provided

Cobb County Water: None provided

ZONING ADMINISTRATOR'S RECOMMENDATION: **POSTPONE**

Planning and Zoning staff recommends to postpone the rezoning application. Please note that staff received a letter on January 23, 2026 from the applicant's attorney requesting to postpone the case to the March 2026 public hearing.

BASIS FOR PLANNING AND ZONING'S RECOMMENDATION:

In order to make an informed recommendation to the Planning Commission and Mayor and Council, staff is needing for the applicant to provide more information on this project including:

1. Completion of the Traffic Impact Study (TIS) for staff evaluation
2. Submission of variance application to run concurrent with the rezoning public hearing.

PLANNING COMMISSION RECOMMENDATION:

During the February 4, 2026 meeting, Planning Commission recommended approval to postpone the rezoning application to the March cycle.

MAYOR AND COUNCIL DECISION:

To be determined on February 16, 2026

REZONING APPLICATION

Date Received 12/19/25
Staff's Initials CMC

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

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

Date of Consultation 11/05/2025 Staff's Initials CMC

REZONING PROPERTY ADDRESS Old 41 Highway (unassigned) (1600 Old 41 Hwy)

Land Lot 212 Tax Parcel 20021200130 Lot Size 11.684±
20021201560

Resident Population 0 Housing Units 0 Other Buildings 0

Zoning Request from:

Present Zoning GC, RM-12 To: RM-16

For the purpose of: Multi-Family Residential

APPLICANT EMAIL [redacted]

Applicant Address 2281 Akers Mill Road, S.E., Building 4100, Atlanta, GA 30339

(Phone #) [redacted]

Applicant Signature Walton Communities, LLC BY: Matthew L. Teague, Director of New Development Date December 17, 2025

Signed, sealed and delivered in presence of: _____ Notary December 17th, 2025 Date

REPRESENTIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature BY: J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder Date December 18, 2025

Signed, sealed and delivered in presence of: Carolyn E. Cook Notary Commission Expires 01-10-2027 December 18, 2025 Date

TITLEHOLDER: Granite Falls Station LLC (Phone #) [redacted]

Signature: BY: _____ Address 4963 Tyne Ridge Court, Nashville, TN 37220
Thomas J Brown, Sole Member

Signed, sealed and delivered in presence of: _____ Notary December 16th, 2025 Date

Z\P&Z FORMS\Applications 2025

Page 3

Community Development

Planning & Zoning Department

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate from must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? No.

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 18th day of December, 2025.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

J. Kevin Moore Applicant's Signature

Attorneys for Applicant and Property Owner

Please send completed report and supporting documents to dsimmons@kennesaw-ga.gov in PDF format.

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? No.

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

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

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

Not Applicable.

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

Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 17th d ay of December, 2025

Walton Communities, LLC

XXXXXXXXXXXXX BY:

Matthew L. Teague, Director of New Development

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

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

ATTACHMENT TO REZONING APPLICATION

Application No.: _____
Hearing Dates: **February 4, 2026**
February 16, 2026

Applicant: **Walton Communities, LLC**
Titleholder: **Granite Falls Station LLC**

Tax Parcel Identification Nos.: **20021200130; 20021201560**

LETTER OF INTENT

The property which is the subject of the Application for Variance consists of two tracts, totaling 11.684 acres, more or less, and is located at the intersection of the southeasterly right-of-way of Barrett Parkway and the northeasterly right-of-way of Old 41 Highway, Land Lot 212, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia (hereinafter "Property" or "Subject Property"). Approximately 10.753 acres (shown as Tract 1 on the submitted Survey) is currently zoned General Commercial ("GC"), and the remainder of the Property (shown as Tract 2 on the submitted Survey) is zoned to the RM-12 zoning classification, pursuant to The Unified Development Code City of Kennesaw, Georgia. Applicant, Walton Communities, LLC (hereinafter "Applicant"), proposes rezoning of the Property to the RM-16 zoning classification to allow for a multi-family residential community adjacent to the highly successful Walton Ridenour community.

The proposed development will contain a maximum of one hundred eighty-two (182) units, as more particularly shown on the Zoning Plan prepared for Applicant by Arrive Architecture Group, dated December 15, 2025, and submitted with the Rezoning Application. The building architecture will be complementary to the existing Walton Ridenour community, with exterior consisting of a combination of materials, including, but not limited to brick and hardi-plank siding. The proposed community will have use of the overall amenities of the existing Walton Ridenour community. Access to the proposed community will be internal through the Walton Ridenour community.

Due to topography and flood plain issues, development of the Property is challenging and restrictive. Applicant's proposed community takes into account the restrictions of the Property and utilizes it to its highest and best use. The proposed rezoning to the RM-16 zoning category will provide a more suitable use for the Subject Property than uses allowed under the existing GC zoning classification. Additionally, the proposed multi-family community will be better suited and less intrusive to the area and adjacent properties than uses allowed under the existing GC zoning classification. Applicant's Walton Ridenour development is highly successful and respected in the area and offers an array of benefits to its residents. The proposed development will provide a quality and affordable community, with many of the same benefits as Walton Ridenour, for future residents of the City of Kennesaw. The proposed community will not adversely affect the use or usability of adjacent or nearby properties. Approval of the proposed RM-16 zoning category will provide rezoning which is better suited for the Property and the surrounding area, while having minimal impact on schools, public safety and emergency facilities, wastewater, stormwater facilities, and other public services.

If rezoning is approved, as submitted, Applicant anticipates commencement of the project in 2026, and anticipates substantial completion of the overall development in 2027.

Applicant is very excited about the opportunity of the proposed community adjacent to Walton Ridenour and being able to provide additional quality living areas within the City of Kennesaw. The use of the Property for the proposed community is ideal in light of the surrounding uses and the Property's limitations. Given the project is adjacent to the existing Walton Ridenour, there should be little to no impact on nearby properties and uses.

CITY OF KENNESAW

Section 1908 Standards for Decisions - Rezoning

Section 1908 of the Kennesaw Zoning Code details thirteen [sic] zoning review factors, which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. Please provide responses to the following using additional pages if necessary:

(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objective?

While the proposed rezoning is inconsistent with the City's Future Land Use Map, it would allow for the highest and best use of the property. Further, the proposed multi-family community would be compatible with and complementary to the adjacent Walton Ridenour community. The proposed development would maintain the overall integrity of the surrounding developments.

(2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets?

The proposed rezoning would increase traffic impact; however, access to the proposed multi-family community would be through the existing Walton Ridenour community thereby mitigating potential adverse impacts.

(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers?

The proposed community would meet all public safety and fire requirements and would enable full development of the property as intended without the dangers associated with undeveloped portions.

(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the City?

The proposed rezoning would promote the public health and general welfare of the City by providing a second phase of an established, quality development—Walton Ridenour. Additionally, approval would result in the development of an undeveloped property which has challenges in topography and location, to name a few.

(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air?

The proposed rezoning will have no impact on adequate light or air. The development will be situated toward the interior of the property, allowing buffers toward the exterior and maintaining adequate light and air.

(6) Would the proposed amendment tend to cause, prevent, or have no influence on the overcrowding of land?

The proposed rezoning will have no influence on the overcrowding of land. The proposed community will utilize existing infrastructure for access and other features to mitigate perceived impacts.

(7) Would the proposed amendment tend to cause, prevent, or have no relationship on the population distribution within the City creating any area as dense in population as to adversely affect the health, safety, and general welfare of the City?

The proposed rezoning will have no adverse effect on the distribution of the population within the City.

(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?

The proposed rezoning will have no adverse impact on public services, utilities and facilities.

(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?

The proposed rezoning is compatible to environmental conditions of surrounding properties as the proposal will provide an additional phase of an existing quality development and is consistent with surrounding and adjoining uses.

(10) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds?

The proposed rezoning will require no expenditure of public funds.

(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area?

The proposed rezoning will promote the aesthetics of the surrounding area to allow development of undeveloped and unsightly property in a manner compatible with and complementary to the existing Ridenour mixed-use community.

(12) Would the proposed amendment have measurable adverse economic effect on the value of the surrounding or adjacent property?

The proposed rezoning will have a measurable, positive economic effect on the surrounding property by allowing quality development of property which has limitations due to topography and location, and which will be highly compatible and consistent with adjacent properties.

8/ 2nd
20

BK: 14975 PG: 949-954
Filed and Recorded Aug-24-2012 04:06:56PM
DOC#: D2012-087892
Real Estate Transfer Tax Paid $1,400.00
0332012020361

JAY C. STEPHENSON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

Return Recorded Document to:
Busch, Slipakoff & Schuh, LLP
Attn: Timothy C. Raffa, Esq.
3330 Cumberland Boulevard, Suite 300
Atlanta, Georgia 30339
Telephone: (770) 790 -3550

SPECIAL WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 15 day of August, 2012, by CORNERSTONE PROPERTIES II, LLC, a Georgia limited liability company ("Grantor"), and GRANITE FALLS STATION, LLC, a Georgia limited liability company ("Grantee"):

WITNESSETH

For and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor has bargained, sold and do by these presents bargain, sell, convey and confirm to Grantee, its successors and assigns, all of Grantor right, title, interest, claim or demand in and to the property described on Exhibit "A" incorporated herein and made a part hereof together with all interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances thereto or in anywise appertaining or belonging to the Property described on Exhibit "A" incorporated herein and made a part hereof (the "Property"), subject only to those matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

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

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

IN WITNESS WHEREOF, the said Grantor has hereunto set his hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

Certified, sworn to and subscribed before me this 15th day of August, 2012:

Unofficial Witness

Notary Public

My Commission Expires: August 21, 2012

(NOTARIAL SEAL)

SETH D TALLEY
Notary Public
Cherokee County
State of Georgia
My Commission Expires Aug 21, 2012

GRANTOR: CORNERSTONE PROPERTIES II, LLC, a Georgia limited liability company

By: THE RIDGEVILLE GROUP, LLC, a Georgia limited liability company;
Its: Manager

By:_____(SEAL)
Name: TERENCE SHEAHAN
Its: Member

and

By: NEMCHIK, LLC, a Georgia limited liability company
Its: Manager

By:_____(SEAL)
Name: GEORGE NEMCHIK
Its: Manager

Certified, sworn to & subscribed before me this 10th day of August, 2012.

Notary Public

Ashley Schmitt
Notary Public, Cobb County, GA
My Commission Expires July 16, 2016

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in land lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set (#4 r/b) at the intersection of the Northern most mitre of Old Highway #41 (60 foot right-of-way) with the Southeasterly right-of-way of Barrett Parkway Extension (variable right-of-way) and running thence Northeasterly along the Southeasterly right-of-way of Barrett Parkway Ext. the following courses and distances: North 27 degrees 48 minutes 20 seconds East 29.54 feet to an iron pin set (#4 r/b); North 38 degrees 48 minutes 30 seconds East 45.64 feet to an iron pin set (#4 r/b); North 32 degrees 10 minutes 07 seconds East 39.05 feet to an iron pin set (#4 r/b); North 27 degrees 27 minutes 48 seconds East 38.61 feet to an iron pin set (#4 r/b); North 43 degrees 15 minutes 19 seconds East along the center line of Noon Day Creek 206.85 feet to an iron pin set (#4 r/b); North 28 degrees 59 minutes 45 seconds East 185.24 feet to an iron pin set #4 r/b); Northeasterly along said right-of-way an arc distance of 390.15 feet to an iron pin found (#4 r/b); (said are being subtended by a chord bearing North 63 degrees 21 minutes 21 seconds East 387.10 feet and having a radius of 900.42 feet); thence leaving said right-of-way and running thence South 79 degrees 04 minutes 48 seconds East 137.29 feet to an iron pin set #4 r/b); running thence South 72 degrees 35 minutes 33 seconds East 93.43 to an iron pin set (#4 r/b); running thence South 40 degrees 19 minutes 23 seconds East 21.19 feet to an iron pin set (#4 r/b); running thence South 25 degrees 1.0 minutes 57 seconds East 115.75 feet to an iron pin set (#4 r/b); running thence 01 degrees 31 minutes 11 seconds West 24.13 feet to an iron pin set (#4 r/b); running thence South 00 degrees 07 minutes 55 seconds West 54.78 feet to a point; running thence South 00 degrees 07 minutes 55 seconds West 21.22 feet to an iron pin found (#4 r/b); running thence South 43 degrees 19 minutes 43 seconds East 254.47 feet to an iron pin found; running thence South 68 degrees 51 minutes 57 seconds West 819.58 feet to an iron pin set; (#4 r/b); running thence South 44 degrees 04 minutes 54 seconds West 199.67 feet to an iron pin found (#4 r/b) on the Northeasterly right-of-way of Old Highway 441; running thence North 45 degrees 26 minutes 32 seconds West along the Northeasterly right-of-way of Old Highway #41 229.27 feet to an iron pin set (#4 r/b); running thence North 23 degrees 08 minutes 06 seconds West along the Northeasterly right-of-way of Old Highway #41 133.64 feet to an iron pin set at the point of beginning, being a Tract of 11.99 acres as shown on boundary and limited topographic survey for Cornerstone Properties II LLC by Southeast Engineering dated January 15, 2007.

LESS AND EXCEPT:

That certain 0.89 Acres, more or less, being in Land Lot 212, 20th District, 2nd Section, Cobb County, Georgia, and more fully described and referred to in that Limited Warranty Deed from Cornerstone Properties II, LLC, to Walton Ridenour, L.P., dated 05/21/2010, recorded 06/16/2010, in Deed Book 14778, Page 2249, Cobb County records.

and

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, Cobb county, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at a point being the mitered intersection, of the southerly right of way of Barrett Parkway (variable r/w-80.8 feet from centerline at this point) and the westerly right of way of Ridenour Boulevard (variable r/w -45 feet from centerline at this point); thence along said right of way of Ridenour Boulevard and running the following courses: south 14 degrees 54 minutes 00 seconds east a distance of 199.50 feet to a point; thence south 31 degrees 00 minutes 00 seconds west a distance of 24.94 feet to a point; thence south 30 degrees 32 minutes 28 seconds east a distance of 54.39; thence south 51 degrees 00 minutes 00 seconds east a distance of 25.91 feet to a point; thence north 78 degrees 53 minutes 57 seconds east a distance of 50.87 feet; thence north 35 degrees 00 minutes 00 seconds east a distance of 28.65 feet to a point; thence north 78 degrees 48 minutes 00 seconds east a distance of 83.61 feet to a point; thence along a curve to the left an arc distance of 120.83 feet (said curve having a radius of 500.70 feet; a chord distance of 120.54 feet and a chord bearing of north 72 degrees 31 minutes 50 seconds east) to a point; thence south 00 degrees 09 minutes 46 seconds west a distance of 858.91 feet to an iron pin found (1/2" rebar); thence south 00 degrees 06 minutes 27 seconds east a distance of 26.10 feet to a point; thence north 56 degrees 29 minutes 11 seconds west a distance of 160.48 feet to a point; thence along a curve to the right an arc length of 128.45 feet (said curve having a radius of 122.55 feet; a chord distance of 122.65 feet and a chord bearing of south 03 degrees 20 minutes 13 seconds west) to a point; thence south 32 degrees 53 minutes 26 seconds west a distance of 33.27 feet to a point; thence north 59 degrees 02 minutes 21 seconds west a distance of 219.32 feet to a point; thence north 42 degrees 02 minutes 34 seconds west a distance of 258.84 feet to a point; thence south 75 degrees 47 minutes 17 seconds west a distance of 206.53 feet to a point; thence south 47 degrees 57 minutes 26 seconds west a distance of 196.44 feet to a point; thence south 84 degrees 55 minutes 05 seconds west a distance of 57.38 feet to a point; thence south 19 degrees 40 minutes 19 seconds west a distance of 122.03 feet to a point; thence south 27 degrees 27 minutes 56 seconds east a distance of 50.27 feet to a point; thence south 53 degrees 17 minutes 47 seconds west a distance of 322.97 feet to an iron pin found (5/'8" rebar) on the northerly right of way of Old Highway No. 41 (60' r/w); thence along said right of way north 46 degrees 21 minutes 06 seconds west a distance of 136.19 feet to the TRUE POINT OF BEGINNING, from point thus established and continuing along said right of way the following courses north 46 degrees 21 minutes 06 seconds west a distance of 16.84 feet to a point; thence north 46 degrees 53 minutes 55 seconds west a distance of 142.53 feet to a point; thence north 47 degrees 24 minutes 46 seconds west a distance of 281.49 feet to a point; thence leaving said right of way north 42 degrees 40 minutes 12 seconds east a distance of 119.13 feet to a point; thence south 47 degrees 19 minutes 48 seconds east a distance of 38.66 feet to a point; thence north 86 degrees 07 minutes 17 seconds east a distance of 40.80 feet to a point; thence south 37 degrees 07 minutes 10 seconds east a distance of 55.34 feet to a point; thence south 19 degrees 40 minutes 45 seconds east, a distance of 137.03 feet to a point; thence south 01 degrees 00 minutes 59 seconds east, a distance of 57.65 feet to a point; thence south 46 degrees 53 minutes 55 seconds east a distance of 159.05 feet to a point; thence south 43 degrees 38 minutes 54 seconds west a distance of 33.43 feet to the point of beginning. Said property contains 0.84 acres more or less.

EXHIBIT "B"

1. Any mineral or mineral rights leased, granted or retained by current or prior owners.
2. Riparian rights incident to the property or premises.
3. Zoning laws, ordinances and regulations concerning the use, occupancy, possession and retention of captioned property.
4. That certain Commercial Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases from Cornerstone Properties II, LLC, to Cobb Commercial Bank, dated 10/04/2007, recorded 10/05/2007, in Deed Book 14543, Page 3813, Cobb County records, in the original amount of $4,240,820.00; as Assigned to Crescent Bank at Deed Book 14748, Page 3683; as Assigned to Renasant Bank at Deed Book 14805, Page 1544 and 14807, Page 5674, aforesaid record.
5. That certain Assignment of Rents from Cornerstone Properties II, LLC, to Cobb Commercial Bank, dated 10/04/2007, recorded 10/05/2007, in Deed Book 14543, Page 3822, Cobb County records, in the original amount of $4,240,820.00; as Assigned to Crescent Bank at Deed Book 14748, Page 3683; as Assigned to Renasant Bank at Deed Book 14805, Page 1544 and 14807, Page 5674, aforesaid record.
6. That certain UCC Financing Statement between Cornerstone Properties II, LLC, and Cobb Commercial Bank, a division of Community Bank of West Georgia, recorded at Deed Book 14543, Page 3828, aforesaid records.
7. That certain UCC Financing Statement between Cornerstone Properties II, LLC, and Cobb Commercial Bank, a division of Community Bank of West Georgia, recorded at 033-2007-0947, Continued at 033-2012-003900, aforesaid records.
10. That certain UCC Financing Statement between Cornerstone Properties II, LLC, and Cobb Commercial Bank, a division of Community Bank of West Georgia, recorded at 033-2007-0948, Continued at 033-2012-003901, aforesaid records.
11. That certain Deed to Secure Debt from Cornerstone Properties II, LLC, to Crescent Bank & Trust Company, dated 12/01/2009, recorded 12/23/2009, in Deed Book 14744, Page 6086, in the original amount of $27,300.00, aforesaid records.
12. All matters shown on that plat of survey for Cornerstone Properties, II, LLC, by Engineering, Inc., dated August 9, 2010, recorded in Plat Book 271, Page 827, Cobb County records.
13. Easement for Right of Way from James H. Monti to Georgia Power Company dated May 30, 1968, recorded July 30, 1968, in Deed Book 1050, Page 299, Cobb County.
14. Easement from Cecilia H. Monti to Atlanta Gas Light Company dated July 30, 1986, recorded August 5, 1986, in Deed book 4059, Page 459, Cobb County records.
15. Easements contained in Right of Way Deed from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, Georgia, dated March 10, 1994, recorded March 31, 1994, in Deed Book 8149, Page 526, Cobb County records.
16. Sewer Easement from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to L. Barry Teague and Teague Investments, L.P., a Georgia limited partnership, dated January 22, 1998, recorded January 23, 1998, in Deed Book 10963, Page 190, Cobb County records.

17. Sewer Easement from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, dated December 20, 2002, recorded January 8, 2003, in Deed Book 13662, Page 3208, Cobb County records.
18. Grant of Easement for Sewer and Restrictive Covenant Agreement between L. Barry Teague and Teague Investments, L.P., to Sundial Corporation, dated 4/13/2004 recorded in Deed Book 13982, Page 2918, aforesaid record.[As to Tract II]
19. Grant of Sewer Easement to Cobb County by L. Barry Teague dated 12/4/2002, recorded in Deed Book 13662, Page 3206, aforesaid records.
20. Joinder and Grant of Easement of Sewer between L. Barry Teague and Teague Investments, L.P. and Cobb County dated 12/02/2002, recorded in Deed Book 13961, page 5815, aforesaid records.
21. Sewer Easement from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, dated September 13, 2005, recorded February 17, 2006, in Deed Book 14290, Page 4752, Cobb County records.
22. Encroachment Agreement for Easement between Cornerstone Properties II, LLC, and Georgia Power Company, recorded in Deed Book 14528, Page 1873, Cobb County records.
23. Right of Way Deed from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3201, Aforesaid records.
24. Temporary Construction Easement from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3209, aforesaid records.
25. Permanent Drainage Easement from Cornerstone Properties II, LLC, to Cobb County recorded in Deed Book 14824, Page 3216, aforesaid records.
26. Right of Way Deed from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3223, aforesaid records.
27. Permanent Drainage Easement from Cornerstone Properties II, LLC, to Cobb County recorded in Deed Book 14824, Page 3226, aforesaid records.
28. Temporary Construction Easement for Slopes from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3229, aforesaid records.
29. Temporary Driveway Easement from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3232, aforesaid records.
30. Grant of Easements from Cornerstone Properties II, LLC, to Shoppes at Ridenhour, LLC, dated 05/31/2010, recorded 06/16/2010 in Deed Book 14778, Page 2204, aforesaid records.

Tract 1

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); from point thus established and running along the southeasterly Right of Way of Ernest W. Barrett Parkway the following courses: North 26° 23' 39" East a distance of 29.54 feet to a point; thence North 37° 23' 49" East a distance of 45.64 feet to a point; thence North 30° 45' 26" East a distance of 39.05 feet to a point; thence North 26° 03' 07" East a distance of 38.61 feet to a point; thence North 41° 50' 38" East a distance of 206.85 feet to a point; thence North 27° 35' 04" East a distance of 185.24 feet to a point; thence running along a curve to the right an arc length of 390.14 feet, (said curve having a radius of 900.42 feet, with a chord bearing of North 61° 56' 40" East, and a chord length of 387.10 feet) to an iron pin set; thence leaving said Right of Way South 80° 38' 53" East a distance of 49.71 feet to an iron pin set; thence running along a curve to the left an arc length of 324.14 feet, (said curve having a radius of 870.61 feet, with a chord bearing of South 66° 30' 24" West, and a chord length of 322.28 feet)to an iron pin set; thence South 36° 10' 42" East a distance of 110.83 feet to an iron pin set; thence North 57° 49' 34" East a distance of 372.64 feet to an iron pin set; thence South 74° 00' 06" East a distance of 91.70 feet to an iron pin set; thence South 41° 43' 57" East a distance of 19.08 feet to an iron pin set; thence South 26° 35' 31" East a distance of 112.62 feet to an iron pin set; thence South 01° 16' 47" East a distance of 102.12 feet to an iron pin set; thence South 44° 44' 24" East a distance of 249.02 feet to an iron pin set; thence South 67° 27' 15" West a distance of 812.14 feet to an iron pin set; thence South 21° 58' 58" East a distance of 5.05 feet to an iron pin set; thence South 42° 40' 12" West a distance of 80.54 feet to an iron pin set; thence South 42° 40' 12" West a distance of 98.29 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said Right of Way the following courses: North 47° 08' 07" West a distance of 49.33 feet to an iron pin set; thence North 43° 22' 55" East a distance of 14.98 feet to a Right of Way Monument; thence North 45° 25' 25" West a distance of 11.13 feet to a Right of Way Monument; thence South 39° 48' 21" West a distance of 15.34 feet to an iron pin set; thence North 47° 08' 07" West a distance of 217.11 feet to an iron pin set; thence along a miter North 24° 32' 39" West a distance of 82.30 feet to the TRUE POINT OF BEGINNING. Said tract contains 10.753 Acres (468,391 Square Feet).

Tract 2

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING, commence at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said miter South 24° 32' 39" East a distance of 94.99 feet to a point; thence running along the northeasterly Right of Way of Old Highway #41 the following courses: South 46° 55' 56" East a distance of 205.69 feet to a point; thence North 39° 48' 21" East a distance of 0.89 feet to a Right of Way monument; thence North 39° 48' 21" East a distance of 20.07 feet to a Right of Way monument; thence South 45° 25' 25" East a distance of 11.13 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 19.62 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 1.00 feet to a point; thence South 46° 55' 56" East a distance of 49.40 feet to an iron pin set and the TRUE POINT OF BEGINNING; from point thus established and leaving said Right of Way North 42° 40' 12" East a distance of 104.10 feet to an iron pin set; thence South 47° 19' 48" East a distance of 38.66 feet to an iron pin set; thence North 86° 07' 17" East a distance of 40.80 feet to an iron pin set; thence South 37° 07' 10" East a distance of 55.34 feet to an iron pin set; thence South 19° 40' 45" East a distance of 137.03 feet to an iron pin set; thence South 01° 00' 59" East a distance of 57.65 feet to an iron pin set; thence South 46° 53' 55" East a distance of 159.05 feet to an iron pin set; thence South 43° 39' 50" West a distance of 33.42 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41; thence running along said Right of Way the following courses: North 48° 08' 55" West a distance of 20.10 feet to a point; thence North 34° 28' 42" West a distance of 68.85 feet to a point; thence North 47° 13' 34" West a distance of 88.14 feet to a point; thence North 42° 46' 26" East a distance of 10.00 feet to a point; thence North 47° 13' 34" West a distance of 100.00 feet to a point; thence South 42° 46' 26" West a distance of 10.00 feet to a point; thence North 47° 06' 59" West a distance of 165.49 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.691 Acres (30,098 Square Feet).

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20021201560	3/3-BOND - KENNESAW CITY	301570

Property Owner/Location/Description	Fair Market Value	Taxable Value
GRANITE FALLS STATION LLC OLD 41 HWY	12,370	4,948

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	4,948		0		4,948		7.7500000000		$38.35
BOND	4,948		0		4,948		1.4000000000		$6.93

Exemptions:

Printed December 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$45.28
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$45.28
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20021201560
Amount Due:	$0.00
Bill#:	301570
Due Date:	12/01/2025
	AMOUNT PAID

GRANITE FALLS STATION LLC
4963 TYNE RIDGE CT
NASHVILLE, TN 37220

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20021200130	3/3-BOND - KENNESAW CITY	289076

Property Owner/Location/Description	Fair Market Value	Taxable Value
GRANITE FALLS STATION LLC OLD 41 HWY	1,730,930	692,372

Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate	= Net Tax
CITY OF KENNESAW	692,372	0	692,372	7.7500000000	$5,365.88
BOND	692,372	0	692,372	1.4000000000	$969.32

Exemptions:

Printed December 2, 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$6,335.20
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$6,335.20
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20021200130
Amount Due:	$0.00
Bill#:	289076
Due Date:	12/01/2025
	AMOUNT PAID

GRANITE FALLS STATION LLC
4963 TYNE RIDGE CT
NASHVILLE, TN 37220

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Printed: 12/18/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
THOMAS BROWN

GRANITE FALLS STATION LLC

Payment Date: 10/12/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20021201560	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$149.09	**$0.00**

Scan this code with your mobile phone to view this billl!

Printed: 12/3/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
THOMAS BROWN

GRANITE FALLS STATION LLC

Payment Date: 10/12/2025

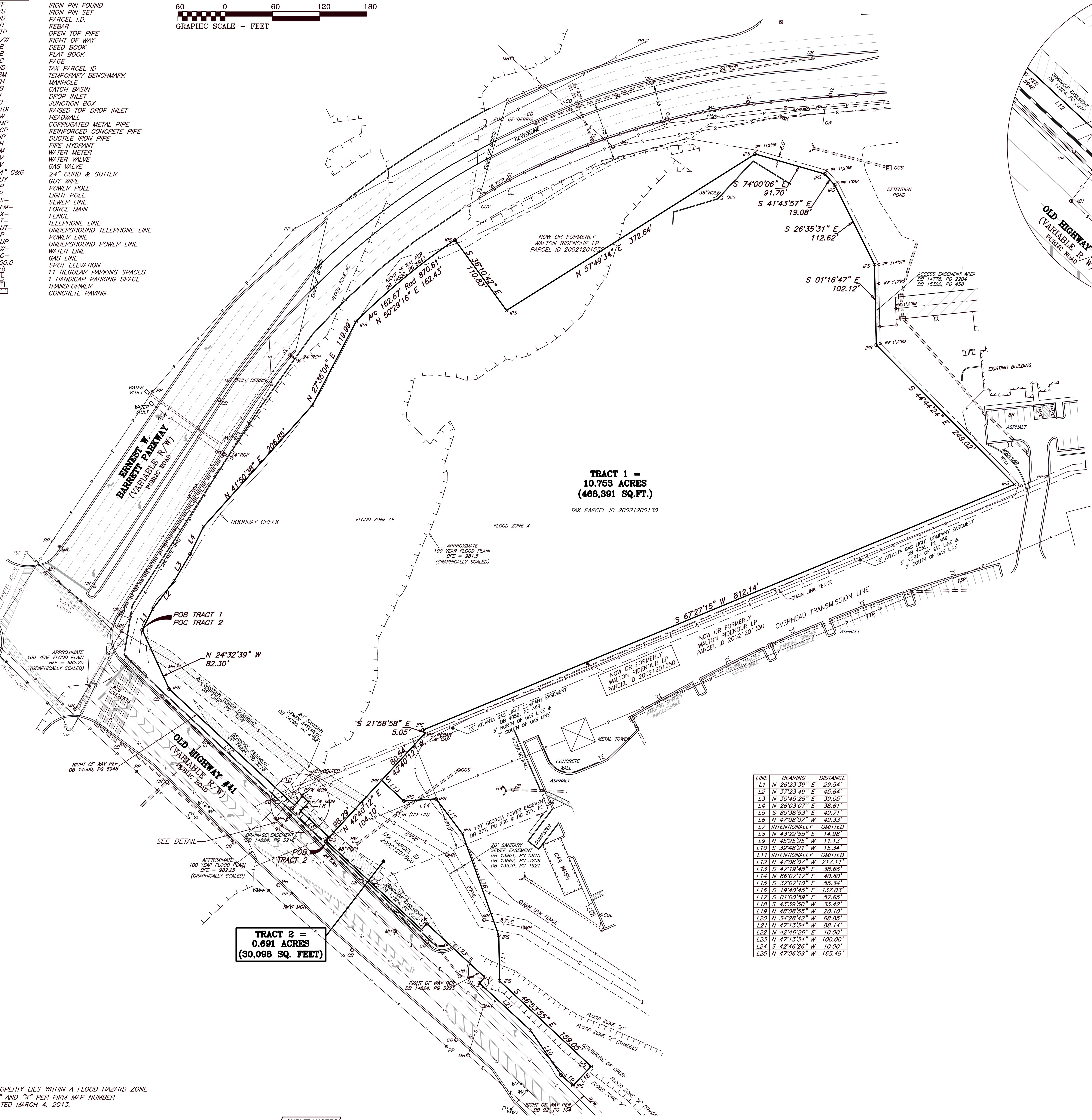
Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20021200130	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$20,861.17	**$0.00**

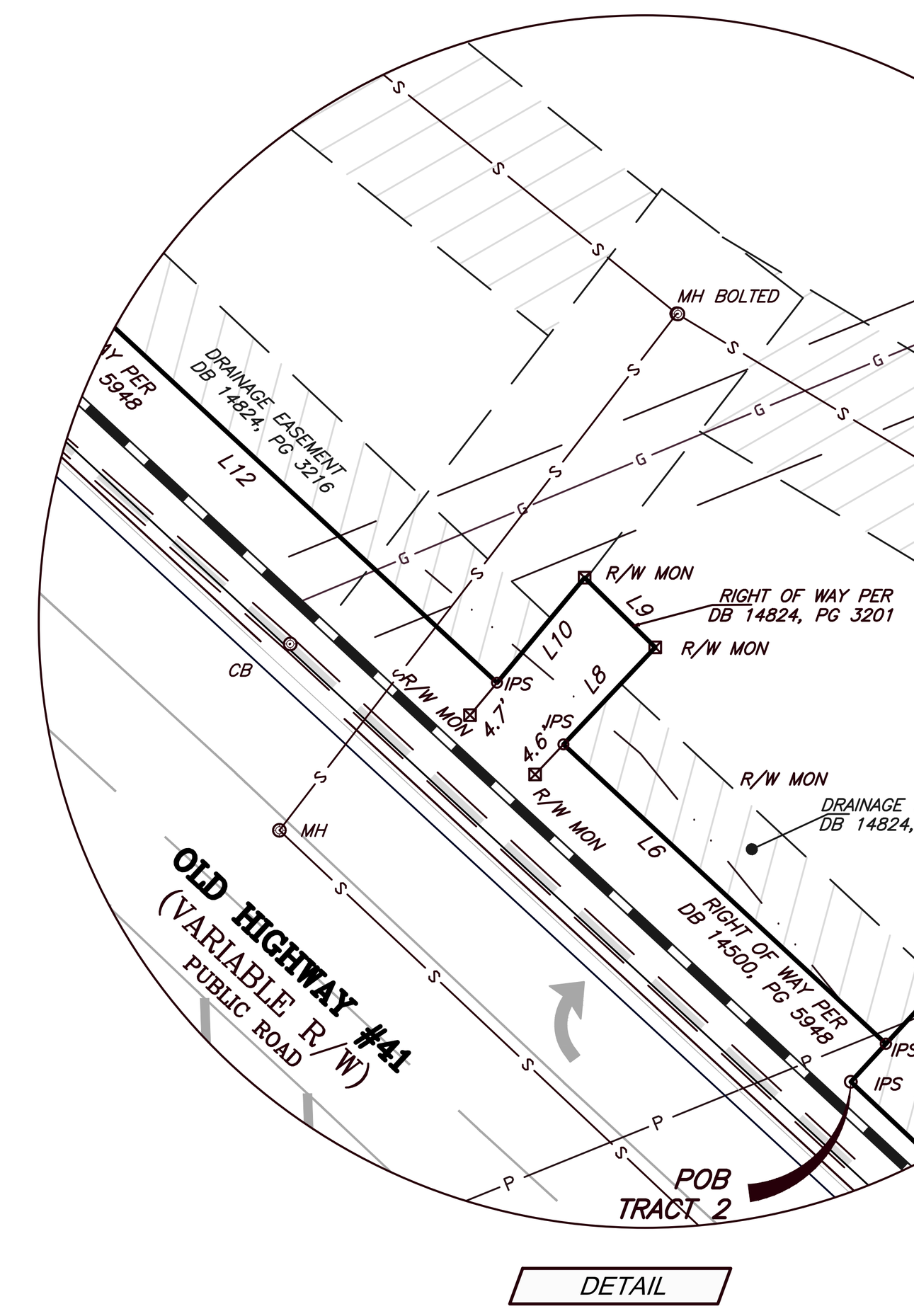
Scan this code with your mobile phone to view this billl!

LEGEND

IPF	IRON PIN FOUND
IPS	IRON PIN SET
PID	PARCEL I.D.
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
PID	TAX PARCEL ID
TBM	TEMPORARY BENCHMARK
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
GV	GAS VALVE
24" C&G	24" CURB & GUTTER
GUY	GUY WIRE
PP	POWER POLE
LP	LIGHT POLE
-S-	SEWER LINE
-FM-	FORCE MAIN
-X-	FENCE
-T-	TELEPHONE LINE
-UT-	UNDERGROUND TELEPHONE LINE
-P-	POWER LINE
-UP-	UNDERGROUND POWER LINE
-W-	WATER LINE
-G-	GAS LINE
900.0	SPOT ELEVATION
11	11 REGULAR PARKING SPACES
	1 HANDICAP PARKING SPACE
T	TRANSFORMER
	CONCRETE PAVING



LINE	BEARING	DISTANCE
L1	N 26°23'39" E	29.54'
L2	N 37°23'49" E	45.64'
L3	N 30°45'26" E	39.05'
L4	N 26°03'07" E	38.61'
L5	S 80°38'53" E	49.71'
L6	N 47°08'07" W	49.33'
L7	INTENTIONALLY	OMITTED
L8	N 43°22'55" E	14.98'
L9	N 45°25'25" W	11.13'
L10	S 39°48'21" W	15.34'
L11	INTENTIONALLY	OMITTED
L12	N 47°08'07" W	217.11'
L13	S 47°19'48" E	38.66'
L14	N 86°07'17" E	40.80'
L15	S 37°07'10" E	55.34'
L16	S 19°40'45" E	137.03'
L17	S 01°00'59" E	57.65'
L18	S 43°39'50" W	33.42'
L19	N 48°08'55" W	20.10'
L20	N 34°28'42" W	68.85'
L21	N 47°13'34" W	88.14'
L22	N 42°46'26" E	10.00'
L23	N 47°13'34" W	100.00'
L24	S 42°46'26" W	10.00'
L25	N 47°06'59" W	165.49'



DETAIL

NOT TO SCALE

VICINITY MAP



FLOOD NOTE

THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD ZONE "AE", "X SHADED" AND "X" PER FIRM MAP NUMBER 13067C0101H DATED MARCH 4, 2013.

CONFORMITY STATEMENT

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN ____178,748______FEET AND AN ANGULAR ERROR OF _0.16"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A ____LEICA TS12_____TOTAL STATION AND AN__CARLSON__DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN ____180,238_____ FEET.

SURVEY NOTES

1. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS
2. NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
3. NO BUILDINGS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PROPERTY.
4. NO STRIPED PARKING WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PROPERTY.
5. THE SUBJECT PROPERTY SHOWN AND DESCRIBED HEREON IS THE SAME PROPERTY AS DESCRIBED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE, FILE NO. GA25010688, WITH A COMMITMENT EFFECTIVE DATE OF OCTOBER 24, 2025 AND LAST REVISED DECEMBER 16, 2025.

ZONING NOTE

THE SUBJECT PROPERTY IS ZONED GC (GENERAL COMMERCIAL)

PARCEL ID

20021200130

LEGAL DESCRIPTION

Tract 1

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); from point thus established and running along the southeasterly Right of Way of Ernest W. Barrett Parkway the following courses: North 26° 23' 39" East a distance of 29.54 feet to a point; thence North 37° 23' 49" East a distance of 45.64 feet to a point; thence North 30° 45' 26" East a distance of 39.05 feet to a point; thence North 26° 03' 07" East a distance of 38.61 feet to a point; thence North 41° 50' 38" East a distance of 206.85 feet to a point; thence North 27° 35' 04" East a distance of 185.24 feet to a point; thence running along a curve to the right an arc length of 390.14 feet, (said curve having a radius of 900.42 feet, with a chord bearing of North 61° 56' 40" East, and a chord length of 387.10 feet) to an iron pin set; thence leaving said Right of Way South 80° 38' 53" East a distance of 49.71 feet to an iron pin set; thence running along a curve to the left an arc length of 324.14 feet, (said curve having a radius of 870.61 feet, with a chord bearing of South 66° 30' 24" West, and a chord length of 322.28 feet)to an iron pin set; thence South 36° 10' 42" East a distance of 110.83 feet to an iron pin set; thence North 57° 49' 34" East a distance of 372.64 feet to an iron pin set; thence South 74° 00' 06" East a distance of 91.70 feet to an iron pin set; thence South 41° 43' 57" East a distance of 19.08 feet to an iron pin set; thence South 26° 35' 31" East a distance of 112.62 feet to an iron pin set; thence South 01° 16' 47" East a distance of 102.12 feet to an iron pin set; thence South 44° 44' 24" East a distance of 249.02 feet to an iron pin set; thence South 67° 27' 15" West a distance of 812.14 feet to an iron pin set; thence South 21° 58' 58" East a distance of 5.05 feet to an iron pin set; thence South 42° 40' 12" West a distance of 80.54 feet to an iron pin set; thence South 42° 40' 12" West a distance of 98.29 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said Right of Way the following courses: North 47° 08' 07" West a distance of 49.33 feet to an iron pin set; thence North 43° 22' 55" East a distance of 14.98 feet to a Right of Way Monument; thence North 45° 25' 25" West a distance of 11.13 feet to a Right of Way Monument; thence South 39° 48' 21" West a distance of 15.34 feet to an iron pin set; thence North 47° 08' 07" West a distance of 217.11 feet to an iron pin set; thence along a miter North 24° 32' 39" West a distance of 82.30 feet to the TRUE POINT OF BEGINNING. Said tract contains 10.753 Acres (468,391 Square Feet).

LEGAL DESCRIPTION

Tract 2

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING, commence at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said miter South 24° 32' 39" East a distance of 94.99 feet to a point; thence running along the northeasterly Right of Way of Old Highway #41 the following courses: South 46° 55' 56" East a distance of 205.69 feet to a point; thence North 39° 48' 21" East a distance of 0.89 feet to a Right of Way monument; thence North 39° 48' 21" East a distance of 20.07 feet to a Right of Way monument; thence South 45° 25' 25" East a distance of 11.13 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 19.62 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 1.00 feet to a point; thence South 46° 55' 56" East a distance of 49.40 feet to an iron pin set and the TRUE POINT OF BEGINNING; from point thus established and leaving said Right of Way North 42° 40' 12" East a distance of 104.10 feet to an iron pin set; thence South 47° 19' 48" East a distance of 38.66 feet to an iron pin set; thence North 86° 07' 17" East a distance of 40.80 feet to an iron pin set; thence South 37° 07' 10" East a distance of 55.34 feet to an iron pin set; thence South 19° 40' 45" East a distance of 137.03 feet to an iron pin set; thence South 01° 00' 59" East a distance of 57.65 feet to an iron pin set; thence South 46° 53' 55" East a distance of 159.05 feet to an iron pin set; thence South 43° 39' 50" West a distance of 33.42 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41; thence running along said Right of Way the following courses: North 48° 08' 55" West a distance of 20.10 feet to a point; thence North 34° 28' 42" West a distance of 68.85 feet to a point; thence North 47° 13' 34" West a distance of 88.14 feet to a point; thence North 42° 46' 26" East a distance of 10.00 feet to a point; thence North 47° 13' 34" West a distance of 100.00 feet to a point; thence South 42° 46' 26" West a distance of 10.00 feet to a point; thence North 47° 06' 59" West a distance of 165.49 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.691 Acres (30,098 Square Feet).

EXCEPTIONS IN TITLE COMMITMENT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
FILE NUMBER: GA25010688
COMMITMENT EFFECTIVE DATE: OCTOBER 24, 2025

13. Easement for Right-of-Way from James H. Monti to Georgia Power Company, dated May 30, 1968, filed July 31, 1968 and recorded in Deed Book 1050, Page 299, records of the Superior Court of Cobb County, Georgia. **(Does affect subject property, not plottable)**
14. Easement from Cecilia H. Monti to Atlanta Gas Light Company, dated July 30, 1986, filed August 5, 1986 and recorded in Deed Book 4059, Page 459, aforesaid records. **(Does affect subject property as Shown Hereon)**
15. Right-of-Way Deed from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, Georgia, dated March 10, 1994, filed March 31, 1994 and recorded in Deed Book 8149, Page 526, aforesaid records. **(May or May not affect, insufficient metes and bounds)**
16. Easement (Sewer) from Rita Monti Burke, as Executrix under the Last Will and Testament of Cecilia Hertel Monti, deceased to L. Barry Teague and Teague Investments, L.P., a Georgia limited partnership, dated January 22, 1998, filed January 23, 1998 and recorded in Deed Book 10962, Page 190, aforesaid records. **(Does affect subject property, Not Plottable)**
17. Grant of Easement Sewer from Barry L. Teague to Cobb County, a political subdivision of the State of Georgia, dated December 4, 2002, filed January 8, 2003 and recorded in Deed Book 13662, Page 3206, aforesaid records. **(Does affect subject property, as shown hereon)**
18. Grant of Easement Sewer from Cecelia Hertel Monti to Cobb County, a political subdivision of the State of Georgia, dated December 20, 2002, filed January 8, 2003 and recorded in Deed Book 13662, Page 3208, aforesaid records. **(Does affect subject property, as shown hereon)**
19. Intentionally Omitted
20. Intentionally Omitted
21. Grant of Easement Sewer from The Estate of Cecelia H. Monti to Cobb County, a political subdivision of the State of Georgia, dated September 13, 2005, filed February 17, 2006 and recorded in Deed Book 14290, Page 4752, aforesaid records. **(Does affect subject property, as shown hereon)**
22. Encroachment Agreement for Easement from Cornerstone Properties II, LLC to Georgia Power Company, dated July 19, 2007, filed August 22, 2007 and recorded in Deed Book 14528, Page 1873, aforesaid records. **(Does affect subject property, not plottable. No evidence of construction of proposed improvements)**
23. Grant of Easements from Cornerstone Properties II, LLC, a Georgia limited liability company to Shoppes at Ridenour, LLC, a Georgia limited liability company, dated May 31, 2010, filed June 16, 2010 and recorded in Deed Book 14778, Page 2204, aforesaid records; as amended by First Amendment to Grant Easement to Correct Scrivener's Error by and between Walton Ridenour, L.P., a Georgia limited partnership and Teague Investments, L.P., a Georgia limited partnership, filed March 23, 2016 and recorded in Deed Book 15322, Page 458, aforesaid records. **(Does affect subject property, as shown hereon)**
24. Easements as contained within that certain Limited Warranty Deed from Walton Ridenour, L.P., a Georgia limited partnership to Cornerstone Properties II, LLC, a Georgia limited liability company, dated May 31, 2010, filed June 16, 2010 and recorded in Deed Book 14778, Page 2254, aforesaid records. **(Does affect subject property, not plottable)**
25. Intentionally Omitted
26. Intentionally Omitted
27. Permanent Drainage Easement from Cornerstone Properties II, LLC to Cobb County, Georgia, dated December 28, 2010, filed December 30, 2010 and recorded in Deed Book 14824, Page 3216, aforesaid records. **(Does affect subject property, as shown hereon)**
28. Right-of-Way Deed from Cornerstone Properties II, LLC, a Georgia limited liability company to Cobb County, Georgia, dated December 28, 2010, filed December 30, 2010 and recorded in Deed Book 14824, Page 3223, aforesaid records. **(Does affect subject property, as shown hereon)**
29. Permanent Drainage Easement from Cornerstone Properties II, LLC, a Georgia limited liability company to Cobb County, Georgia, dated December 28, 2010, filed December 30, 2010 and recorded in Deed Book 14824, Page 3226, aforesaid records. **(Does affect subject property, as shown hereon)**
30. Intentionally Omitted
31. Intentionally Omitted
32. Intentionally Omitted

SURVEYOR'S CERTIFICATION

To **Walton Communities, LLC, a Georgia limited liability company & Old Republic National Title Insurance Company:**

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 11(a), 13, 16, 17, 18 & 19_ of Table A thereof. The fieldwork was completed on _December 3, 2025_.

DRAFT
By aakin@tss-atl.com at 12:10:11 PM, 12/16/2025

Aubrey J. Akin, R.L.S. #3138 _December 3, 2025_ Date of Plat

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Blvd, SW
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

No	Revision	Date
1	REVISED TO REFLECT R/W TAKES AND UPDATED TITLE	12/16/2025

Orig Bndy: 06/17/2022
Field Date: 12/3/2025
Plat Date: 12/3/2025
Scale: 1" = 60'

ALTA/NSPS LAND TITLE SURVEY
FOR
WALTON COMMUNITIES, LLC,

LAND LOT 212 20TH DISTRICT 2ND SECTION
CITY OF KENNESAW, COBB COUNTY, GEORGIA

1
SHEET 1 OF 1

JOB #: 2004-011
CRD: RIDENOUR
DWG: RIDENOUR PH 2
LSV: KAYSOCAL

Monday, December 15, 2025 3:33:13 PM

SITE DATA SUMMARY TABLE:

ACREAGE:
11.684 ACRES

EXISTING ZONING :
GENERAL COMMERCIAL [GC]

PROPOSED ZONING:
RM-16

PROPOSED DENSITY:
182 APARTMENT UNITS

PROPOSED PARKING:
1.5 SPACES PER UNIT -
273 TOTAL SURFACE SPACES

PROPOSED SETBACKS:
50 FOOT FRONT YARD
35 FOOT SIDE YARD
40 FOOT REAR YARD

182 MULTI-FAMILY
UNITS- 3 & 4 STORIES
273 PARKING SPACES

SITE PLAN #2

SITE PLAN DIM. CTL.

WALTON RIDENOUR PHASE 2

Kennesaw, Georgia

ARRIVE ARCHITECTURE GROUP
Architecture
Planning
Project Management
2344 Highway 121 · Suite 100 · Bedford, Texas 76021 · www.ArriveAG.com
Ph 817.514.0584 · Fx 817.514.0694

SEAL

REVISION

DRAWN BY: AAG	CHECKED BY: JMT
PLOT DATE: 12/15/2025	REV. DATE:
SUBMITTAL DATE: 2025	PROJECT NUMBER:
ISSUED FOR: CONCEPT	SHEET NO.
SCALE: AS NOTED	

© 2015 ARRIVE ARCHITECTURE GROUP. The designs represented by these plans are copyrighted and are subject to copyright protection as an "ARCHITECTURAL WORK" under U.S.C. sect. 102 known as the Architectural Works Protection Act of 1990 (including form and arrangement of spaces) date and other aspects of the design will subject the infringer to damages and/or judicial action as provided by the Federal Law.

--- SITE PLAN DIM. CTL.
\\aag-san1\AAG1\Projects\Walton\Walton Ridenhour - Old 41 Phase 2\Pre-Design\Architecture\Walton Ridenour Phase 2 Site Plan.dwg


ARRIVE
ARCHITECTURE GROUP

ATTACHMENT TO REZONING APPLICATION

Application No.: _____
Hearing Dates: **February 4, 2026**
February 16, 2026

BEFORE THE PLANNING COMMISSION AND THE MAYOR AND CITY COUNCIL FOR THE CITY OF KENNESAW, GEORGIA

CONSTITUTIONAL CHALLENGE
ATTACHMENT TO REZONING APPLICATION

COME NOW, Applicant, WALTON COMMUNITIES, LLC (hereinafter referred to as "Applicant"), and Titleholder, GRANITE FALLS STATION, LLC (hereinafter referred to as "Titleholder"), and assert the following:

1.

By Rezoning Application dated and filed December 19, 2025, Applicant and Titleholder applied for rezoning of certain real property, being approximately 11.684 acres, more or less, lying and being located within the City of Kennesaw, Cobb County, Georgia, a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the "Property" or the "Subject Property").

2.

The Rezoning Application of the Property seeks rezoning from the existing zoning categories of General Commercial ("GC") and RM-12 to the proposed zoning category of RM-16, as established by the governing authority of the City of Kennesaw, Georgia, under and pursuant to The Unified Development Code City of Kennesaw, Georgia (hereinafter the "Unified Development Code of the City of Kennesaw" or, alternatively, "Ordinance").

3.

With respect to the Property within the GC zoning classification, Applicant and Titleholder do contend the Unified Development Code of the City of Kennesaw is

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

unconstitutional as applied to the Subject Property in that said Ordinance does not permit the Applicant and Titleholder to utilize the Property to the highest and best use set forth within the Rezoning Application without the necessity of rezoning. However, Applicant and Titleholder do not contend the current zoning category of GC is unconstitutional, per se, only as applied. Thus, the Unified Development Code of the City of Kennesaw deprives Applicant and Titleholder of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. Also violated are the Applicant's and Titleholder's rights to unfettered use of their Property, as stated above, in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are, therefore, confiscatory and void. Further, said Ordinance is unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholder.

4.

With respect to the remainder of the Property within the RM-12 zoning classification, the Unified Development Code of the City of Kennesaw is unconstitutional as applied to the Property in that said Ordinance deprives the Applicant and Titleholder of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The RM-12 zoning category, as it presently exists, together with any

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

intervening zoning categories between the existing RM-12 category and the requested RM-16 category, violates the Applicant's and Titleholder's rights to unfettered use of their property in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void. Further, said Ordinance is unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholder.

5.

To the extent the Unified Development Code of the City of Kennesaw allows or permits the Mayor and City Council to rezone the Subject Property to any category other than as requested, said Ordinance is further unconstitutional in that same violates the Applicant's and Titleholder's constitutionally guaranteed rights to due process, both substantive and procedural. Furthermore, any such action by the Mayor and City Council, or as allowed by the Unified Development Code of the City of Kennesaw, is an unconstitutional use of the zoning power and would constitute an abuse of discretion with no justification or benefit flowing to the public welfare. Accordingly, said Ordinance or action would likewise represent a taking of private property rights without the payment of just and adequate compensation in violation of the Constitutions of the State of Georgia and the United States of America.

6.

The Unified Development Code of the City of Kennesaw is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Rezoning Application also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 19th day of December, 2025.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____
J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Titleholder

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC

City of Kennesaw, GA
Honoring Our Heritage - Forging Our Future

COUNCIL
Mayor Pro Tem Pat Ferris
Antonio Jones
Madelyn Orochena
Tracey Viars
Anthony Gutierrez

December 29, 2025

Pamela Mabry, County Clerk
Cobb County
100 Cherokee Street, #355
Marietta, Georgia 30090-9679

Subject: City of Kennesaw Zoning Applications (Case #RZ2026-01)
1600 Old 41 Hwy, Kennesaw, GA – Parcel ID 20021200130 & 20021201560

Dear Ms. Mabry,

Attached, please find a rezoning application submitted by Moore Ingram Johnson & Steele, LLP – J. Kevin Moore, requesting to rezone approximately 11.684 +/- acres from General Commercial (GC) and RM-12, Multifamily District, to RM-16, Multifamily District. The proposed rezoning would allow for the development of a multifamily residential community at the subject property. Because this case is within a half-mile from unincorporated Cobb County, this letter and enclosed application are being provided in accordance with the House Bill 489 Intergovernmental Agreement on Services Delivery Strategy, Land Use section.

These cases are set to go before the Kennesaw Planning Commission on Wednesday, February 4, 2026 at 6:30 p.m. for public hearing and Mayor and Council on Monday, February 16, 2026 at 6:30 p.m. for public hearing as well.

Thank you for your attention. Should you have any questions, please feel free to contact Planning and Zoning at 770-590-8268 or send an e-mail to ccampbell@kennesaw-ga.gov.

Sincerely,

Chanelle Campbell

Chanelle Campbell
Planning and Zoning Administrator

Enclosure: Zoning Application

cc: **Jessica Guinn, AICP, Community Development Agency Director (Via E-mail)**
Dr. Jackie McMorris, Cobb County Manager (Via E-mail)
Phillip Westbrook, Senior Planner, Cobb County Community Development (Via E-mail)
Donald Wells, Intergovernmental Coordinator/Planner III, Cobb County Community Dev. (Via E-mail)
Dr. Jeff Drobney, City Manager, City of Kennesaw (Via E-mail)
Rebecca Goldstein, Administrative Assistant (Via E-mail)



CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX	RZ 2026-001	GC & RM-12	RM-16
DX			
HBR			
SLUP			
ZV			

AV – Administrative Variance
AX – Annexation
DX – De-annexation
HBR – Historic Board Review
LU – Land Use
RZ – Re-zoning
SLUP – Special Land Use
ZV – Variance

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

1600 Old 41 Hwy

Land Lot 212, Tax Parcels 13 & 156

Subject Property

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling MAYOR
Lan Alvarez CITY CLERK

Scale: 1" = 246 '
Print Date: 12/29/2025
RZ2026_001

REZONING APPLICATION

Date Received 12/19/25
Staff's Initials CMC

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

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

Date of Consultation 11/05/2025 Staff's Initials CMC

REZONING PROPERTY ADDRESS Old 41 Highway (unassigned) (1600 Old 41 Hwy)

Land Lot 212 Tax Parcel 20021200130 Lot Size 11.684±
20021201560

Resident Population 0 Housing Units 0 Other Buildings 0

Zoning Request from:

Present Zoning GC, RM-12 To: RM-16

For the purpose of: Multi-Family Residential

APPLICANT EMAIL [redacted]

Applicant Address 2281 Akers Mill Road, S.E., Building 4100, Atlanta, GA 30339

(Phone #) [redacted]

Applicant Signature Walton Communities, LLC BY: Matthew L. Teague, Director of New Development Date December 17, 2025

Signed, sealed and delivered in presence of: Notary Date December 17th, 2025

REPRESENTIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Fax #) [redacted] (Work#) [redacted] (Cell#) [redacted]

Representative Signature BY: J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder Date December 18, 2025

Signed, sealed and delivered in presence of: Notary Commission Expires 01-10-2027 Date December 18, 2025

TITLEHOLDER: Granite Falls Station LLC (Phone #) [redacted]

Signature: BY: Thomas J Brown, Sole Member Address 4963 Tyne Ridge Court, Nashville, TN 37220

Signed, sealed and delivered in presence of: Notary Date December 16th, 2025

Z\P&Z FORMS\Applications 2025

Community Development

Planning & Zoning Department

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate from must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? No.

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 18th day of December, 2025.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

J. Kevin Moore Applicant's Signature

Attorneys for Applicant and Property Owner

Please send completed report and supporting documents to dsimmons@kennesaw-ga.gov in PDF format.

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? No.

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

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

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

Not Applicable.

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

Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 17th d ay of December, 2025

Walton Communities, LLC

XXXXXXXXXXXXX BY:

Matthew L. Teague, Director of New Development

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

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

ATTACHMENT TO REZONING APPLICATION

Application No.: _____
Hearing Dates: **February 4, 2026**
February 16, 2026

Applicant: **Walton Communities, LLC**
Titleholder: **Granite Falls Station LLC**

Tax Parcel Identification Nos.: **20021200130; 20021201560**

LETTER OF INTENT

The property which is the subject of the Application for Variance consists of two tracts, totaling 11.684 acres, more or less, and is located at the intersection of the southeasterly right-of-way of Barrett Parkway and the northeasterly right-of-way of Old 41 Highway, Land Lot 212, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia (hereinafter "Property" or "Subject Property"). Approximately 10.753 acres (shown as Tract 1 on the submitted Survey) is currently zoned General Commercial ("GC"), and the remainder of the Property (shown as Tract 2 on the submitted Survey) is zoned to the RM-12 zoning classification, pursuant to The Unified Development Code City of Kennesaw, Georgia. Applicant, Walton Communities, LLC (hereinafter "Applicant"), proposes rezoning of the Property to the RM-16 zoning classification to allow for a multi-family residential community adjacent to the highly successful Walton Ridenour community.

The proposed development will contain a maximum of one hundred eighty-two (182) units, as more particularly shown on the Zoning Plan prepared for Applicant by Arrive Architecture Group, dated December 15, 2025, and submitted with the Rezoning Application. The building architecture will be complementary to the existing Walton Ridenour community, with exterior consisting of a combination of materials, including, but not limited to brick and hardi-plank siding. The proposed community will have use of the overall amenities of the existing Walton Ridenour community. Access to the proposed community will be internal through the Walton Ridenour community.

Due to topography and flood plain issues, development of the Property is challenging and restrictive. Applicant's proposed community takes into account the restrictions of the Property and utilizes it to its highest and best use. The proposed rezoning to the RM-16 zoning category will provide a more suitable use for the Subject Property than uses allowed under the existing GC zoning classification. Additionally, the proposed multi-family community will be better suited and less intrusive to the area and adjacent properties than uses allowed under the existing GC zoning classification. Applicant's Walton Ridenour development is highly successful and respected in the area and offers an array of benefits to its residents. The proposed development will provide a quality and affordable community, with many of the same benefits as Walton Ridenour, for future residents of the City of Kennesaw. The proposed community will not adversely affect the use or usability of adjacent or nearby properties. Approval of the proposed RM-16 zoning category will provide rezoning which is better suited for the Property and the surrounding area, while having minimal impact on schools, public safety and emergency facilities, wastewater, stormwater facilities, and other public services.

If rezoning is approved, as submitted, Applicant anticipates commencement of the project in 2026, and anticipates substantial completion of the overall development in 2027.

Applicant is very excited about the opportunity of the proposed community adjacent to Walton Ridenour and being able to provide additional quality living areas within the City of Kennesaw. The use of the Property for the proposed community is ideal in light of the surrounding uses and the Property's limitations. Given the project is adjacent to the existing Walton Ridenour, there should be little to no impact on nearby properties and uses.

8/ 2nd
20

BK: 14975 PG: 949-954
Filed and Recorded Aug-24-2012 04:06:56PM
DOC#: D2012-087892
Real Estate Transfer Tax Paid $1,400.00
0332012020361

JAY C. STEPHENSON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

Return Recorded Document to:
Busch, Slipakoff & Schuh, LLP
Attn: Timothy C. Raffa, Esq.
3330 Cumberland Boulevard, Suite 300
Atlanta, Georgia 30339
Telephone: (770) 790 -3550

SPECIAL WARRANTY DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 15 day of August, 2012, by CORNERSTONE PROPERTIES II, LLC, a Georgia limited liability company ("Grantor"), and GRANITE FALLS STATION, LLC, a Georgia limited liability company ("Grantee"):

WITNESSETH

For and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor has bargained, sold and do by these presents bargain, sell, convey and confirm to Grantee, its successors and assigns, all of Grantor right, title, interest, claim or demand in and to the property described on Exhibit "A" incorporated herein and made a part hereof together with all interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances thereto or in anywise appertaining or belonging to the Property described on Exhibit "A" incorporated herein and made a part hereof (the "Property"), subject only to those matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

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

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

IN WITNESS WHEREOF, the said Grantor has hereunto set his hands and seals, the day and year above written.

Signed, sealed and delivered in the presence of:

Certified, sworn to and subscribed before me this 15th day of August, 2012:

Unofficial Witness

Notary Public

My Commission Expires: August 21, 2012

(NOTARIAL SEAL)

SETH D TALLEY
Notary Public
Cherokee County
State of Georgia
My Commission Expires Aug 21, 2012

GRANTOR: CORNERSTONE PROPERTIES II, LLC, a Georgia limited liability company

By: THE RIDGEVILLE GROUP, LLC, a Georgia limited liability company;
Its: Manager

By:_____(SEAL)
Name: TERENCE SHEAHAN
Its: Member

and

By: NEMCHIK, LLC, a Georgia limited liability company
Its: Manager

By:_____(SEAL)
Name: GEORGE NEMCHIK
Its: Manager

Certified, sworn to & subscribed before me this 16th day of August, 2012.

Notary Public

Ashley Schmitt
Notary Public, Cobb County, GA
My Commission Expires July 16, 2016

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in land lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set (#4 r/b) at the intersection of the Northern most mitre of Old Highway #41 (60 foot right-of-way) with the Southeasterly right-of-way of Barrett Parkway Extension (variable right-of-way) and running thence Northeasterly along the Southeasterly right-of-way of Barrett Parkway Ext. the following courses and distances: North 27 degrees 48 minutes 20 seconds East 29.54 feet to an iron pin set (#4 r/b); North 38 degrees 48 minutes 30 seconds East 45.64 feet to an iron pin set (#4 r/b); North 32 degrees 10 minutes 07 seconds East 39.05 feet to an iron pin set (#4 r/b); North 27 degrees 27 minutes 48 seconds East 38.61 feet to an iron pin set (#4 r/b); North 43 degrees 15 minutes 19 seconds East along the center line of Noon Day Creek 206.85 feet to an iron pin set (#4 r/b); North 28 degrees 59 minutes 45 seconds East 185.24 feet to an iron pin set #4 r/b); Northeasterly along said right-of-way an arc distance of 390.15 feet to an iron pin found (#4 r/b); (said are being subtended by a chord bearing North 63 degrees 21 minutes 21 seconds East 387.10 feet and having a radius of 900.42 feet); thence leaving said right-of-way and running thence South 79 degrees 04 minutes 48 seconds East 137.29 feet to an iron pin set #4 r/b); running thence South 72 degrees 35 minutes 33 seconds East 93.43 to an iron pin set (#4 r/b); running thence South 40 degrees 19 minutes 23 seconds East 21.19 feet to an iron pin set (#4 r/b); running thence South 25 degrees 1.0 minutes 57 seconds East 115.75 feet to an iron pin set (#4 r/b); running thence 01 degrees 31 minutes 11 seconds West 24.13 feet to an iron pin set (#4 r/b); running thence South 00 degrees 07 minutes 55 seconds West 54.78 feet to a point; running thence South 00 degrees 07 minutes 55 seconds West 21.22 feet to an iron pin found (#4 r/b); running thence South 43 degrees 19 minutes 43 seconds East 254.47 feet to an iron pin found; running thence South 68 degrees 51 minutes 57 seconds West 819.58 feet to an iron pin set; (#4 r/b); running thence South 44 degrees 04 minutes 54 seconds West 199.67 feet to an iron pin found (#4 r/b) on the Northeasterly right-of-way of Old Highway 441; running thence North 45 degrees 26 minutes 32 seconds West along the Northeasterly right-of-way of Old Highway #41 229.27 feet to an iron pin set (#4 r/b); running thence North 23 degrees 08 minutes 06 seconds West along the Northeasterly right-of-way of Old Highway #41 133.64 feet to an iron pin set at the point of beginning, being a Tract of 11.99 acres as shown on boundary and limited topographic survey for Cornerstone Properties II LLC by Southeast Engineering dated January 15, 2007.

LESS AND EXCEPT:

That certain 0.89 Acres, more or less, being in Land Lot 212, 20th District, 2nd Section, Cobb County, Georgia, and more fully described and referred to in that Limited Warranty Deed from Cornerstone Properties II, LLC, to Walton Ridenour, L.P., dated 05/21/2010, recorded 06/16/2010, in Deed Book 14778, Page 2249, Cobb County records.

and

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, Cobb county, Georgia and being more particularly described as follows:

To reach the TRUE POINT OF BEGINNING commence at a point being the mitered intersection, of the southerly right of way of Barrett Parkway (variable r/w-80.8 feet from centerline at this point) and the westerly right of way of Ridenour Boulevard (variable r/w -45 feet from centerline at this point); thence along said right of way of Ridenour Boulevard and running the following courses: south 14 degrees 54 minutes 00 seconds east a distance of 199.50 feet to a point; thence south 31 degrees 00 minutes 00 seconds west a distance of 24.94 feet to a point; thence south 30 degrees 32 minutes 28 seconds east a distance of 54.39; thence south 51 degrees 00 minutes 00 seconds east a distance of 25.91 feet to a point; thence north 78 degrees 53 minutes 57 seconds east a distance of 50.87 feet; thence north 35 degrees 00 minutes 00 seconds east a distance of 28.65 feet to a point; thence north 78 degrees 48 minutes 00 seconds east a distance of 83.61 feet to a point; thence along a curve to the left an arc distance of 120.83 feet (said curve having a radius of 500.70 feet; a chord distance of 120.54 feet and a chord bearing of north 72 degrees 31 minutes 50 seconds east) to a point; thence south 00 degrees 09 minutes 46 seconds west a distance of 858.91 feet to an iron pin found (1/2" rebar); thence south 00 degrees 06 minutes 27 seconds east a distance of 26.10 feet to a point; thence north 56 degrees 29 minutes 11 seconds west a distance of 160.48 feet to a point; thence along a curve to the right an arc length of 128.45 feet (said curve having a radius of 122.55 feet; a chord distance of 122.65 feet and a chord bearing of south 03 degrees 20 minutes 13 seconds west) to a point; thence south 32 degrees 53 minutes 26 seconds west a distance of 33.27 feet to a point; thence north 59 degrees 02 minutes 21 seconds west a distance of 219.32 feet to a point; thence north 42 degrees 02 minutes 34 seconds west a distance of 258.84 feet to a point; thence south 75 degrees 47 minutes 17 seconds west a distance of 206.53 feet to a point; thence south 47 degrees 57 minutes 26 seconds west a distance of 196.44 feet to a point; thence south 84 degrees 55 minutes 05 seconds west a distance of 57.38 feet to a point; thence south 19 degrees 40 minutes 19 seconds west a distance of 122.03 feet to a point; thence south 27 degrees 27 minutes 56 seconds east a distance of 50.27 feet to a point; thence south 53 degrees 17 minutes 47 seconds west a distance of 322.97 feet to an iron pin found (5/'8" rebar) on the northerly right of way of Old Highway No. 41 (60' r/w); thence along said right of way north 46 degrees 21 minutes 06 seconds west a distance of 136.19 feet to the TRUE POINT OF BEGINNING, from point thus established and continuing along said right of way the following courses north 46 degrees 21 minutes 06 seconds west a distance of 16.84 feet to a point; thence north 46 degrees 53 minutes 55 seconds west a distance of 142.53 feet to a point; thence north 47 degrees 24 minutes 46 seconds west a distance of 281.49 feet to a point; thence leaving said right of way north 42 degrees 40 minutes 12 seconds east a distance of 119.13 feet to a point; thence south 47 degrees 19 minutes 48 seconds east a distance of 38.66 feet to a point; thence north 86 degrees 07 minutes 17 seconds east a distance of 40.80 feet to a point; thence south 37 degrees 07 minutes 10 seconds east a distance of 55.34 feet to a point; thence south 19 degrees 40 minutes 45 seconds east, a distance of 137.03 feet to a point; thence south 01 degrees 00 minutes 59 seconds east, a distance of 57.65 feet to a point; thence south 46 degrees 53 minutes 55 seconds east a distance of 159.05 feet to a point; thence south 43 degrees 38 minutes 54 seconds west a distance of 33.43 feet to the point of beginning. Said property contains 0.84 acres more or less.

EXHIBIT "B"

1. Any mineral or mineral rights leased, granted or retained by current or prior owners.
2. Riparian rights incident to the property or premises.
3. Zoning laws, ordinances and regulations concerning the use, occupancy, possession and retention of captioned property.
4. That certain Commercial Deed to Secure Debt, Security Agreement and Assignment of Rents and Leases from Cornerstone Properties II, LLC, to Cobb Commercial Bank, dated 10/04/2007, recorded 10/05/2007, in Deed Book 14543, Page 3813, Cobb County records, in the original amount of $4,240,820.00; as Assigned to Crescent Bank at Deed Book 14748, Page 3683; as Assigned to Renasant Bank at Deed Book 14805, Page 1544 and 14807, Page 5674, aforesaid record.
5. That certain Assignment of Rents from Cornerstone Properties II, LLC, to Cobb Commercial Bank, dated 10/04/2007, recorded 10/05/2007, in Deed Book 14543, Page 3822, Cobb County records, in the original amount of $4,240,820.00; as Assigned to Crescent Bank at Deed Book 14748, Page 3683; as Assigned to Renasant Bank at Deed Book 14805, Page 1544 and 14807, Page 5674, aforesaid record.
6. That certain UCC Financing Statement between Cornerstone Properties II, LLC, and Cobb Commercial Bank, a division of Community Bank of West Georgia, recorded at Deed Book 14543, Page 3828, aforesaid records.
7. That certain UCC Financing Statement between Cornerstone Properties II, LLC, and Cobb Commercial Bank, a division of Community Bank of West Georgia, recorded at 033-2007-0947, Continued at 033-2012-003900, aforesaid records.
10. That certain UCC Financing Statement between Cornerstone Properties II, LLC, and Cobb Commercial Bank, a division of Community Bank of West Georgia, recorded at 033-2007-0948, Continued at 033-2012-003901, aforesaid records.
11. That certain Deed to Secure Debt from Cornerstone Properties II, LLC, to Crescent Bank & Trust Company, dated 12/01/2009, recorded 12/23/2009, in Deed Book 14744, Page 6086, in the original amount of $27,300.00, aforesaid records.
12. All matters shown on that plat of survey for Cornerstone Properties, II, LLC, by Engineering, Inc., dated August 9, 2010, recorded in Plat Book 271, Page 827, Cobb County records.
13. Easement for Right of Way from James H. Monti to Georgia Power Company dated May 30, 1968, recorded July 30, 1968, in Deed Book 1050, Page 299, Cobb County.
14. Easement from Cecilia H. Monti to Atlanta Gas Light Company dated July 30, 1986, recorded August 5, 1986, in Deed book 4059, Page 459, Cobb County records.
15. Easements contained in Right of Way Deed from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, Georgia, dated March 10, 1994, recorded March 31, 1994, in Deed Book 8149, Page 526, Cobb County records.
16. Sewer Easement from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to L. Barry Teague and Teague Investments, L.P., a Georgia limited partnership, dated January 22, 1998, recorded January 23, 1998, in Deed Book 10963, Page 190, Cobb County records.

17. Sewer Easement from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, dated December 20, 2002, recorded January 8, 2003, in Deed Book 13662, Page 3208, Cobb County records.
18. Grant of Easement for Sewer and Restrictive Covenant Agreement between L. Barry Teague and Teague Investments, L.P., to Sundial Corporation, dated 4/13/2004 recorded in Deed Book 13982, Page 2918, aforesaid record.[As to Tract II]
19. Grant of Sewer Easement to Cobb County by L. Barry Teague dated 12/4/2002, recorded in Deed Book 13662, Page 3206, aforesaid records.
20. Joinder and Grant of Easement of Sewer between L. Barry Teague and Teague Investments, L.P. and Cobb County dated 12/02/2002, recorded in Deed Book 13961, page 5815, aforesaid records.
21. Sewer Easement from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, dated September 13, 2005, recorded February 17, 2006, in Deed Book 14290, Page 4752, Cobb County records.
22. Encroachment Agreement for Easement between Cornerstone Properties II, LLC, and Georgia Power Company, recorded in Deed Book 14528, Page 1873, Cobb County records.
23. Right of Way Deed from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3201, Aforesaid records.
24. Temporary Construction Easement from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3209, aforesaid records.
25. Permanent Drainage Easement from Cornerstone Properties II, LLC, to Cobb County recorded in Deed Book 14824, Page 3216, aforesaid records.
26. Right of Way Deed from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3223, aforesaid records.
27. Permanent Drainage Easement from Cornerstone Properties II, LLC, to Cobb County recorded in Deed Book 14824, Page 3226, aforesaid records.
28. Temporary Construction Easement for Slopes from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3229, aforesaid records.
29. Temporary Driveway Easement from Cornerstone Properties II, LLC, to Cobb County, recorded in Deed Book 14824, Page 3232, aforesaid records.
30. Grant of Easements from Cornerstone Properties II, LLC, to Shoppes at Ridenhour, LLC, dated 05/31/2010, recorded 06/16/2010 in Deed Book 14778, Page 2204, aforesaid records.

Tract 1

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); from point thus established and running along the southeasterly Right of Way of Ernest W. Barrett Parkway the following courses: North 26° 23' 39" East a distance of 29.54 feet to a point; thence North 37° 23' 49" East a distance of 45.64 feet to a point; thence North 30° 45' 26" East a distance of 39.05 feet to a point; thence North 26° 03' 07" East a distance of 38.61 feet to a point; thence North 41° 50' 38" East a distance of 206.85 feet to a point; thence North 27° 35' 04" East a distance of 185.24 feet to a point; thence running along a curve to the right an arc length of 390.14 feet, (said curve having a radius of 900.42 feet, with a chord bearing of North 61° 56' 40" East, and a chord length of 387.10 feet) to an iron pin set; thence leaving said Right of Way South 80° 38' 53" East a distance of 49.71 feet to an iron pin set; thence running along a curve to the left an arc length of 324.14 feet, (said curve having a radius of 870.61 feet, with a chord bearing of South 66° 30' 24" West, and a chord length of 322.28 feet)to an iron pin set; thence South 36° 10' 42" East a distance of 110.83 feet to an iron pin set; thence North 57° 49' 34" East a distance of 372.64 feet to an iron pin set; thence South 74° 00' 06" East a distance of 91.70 feet to an iron pin set; thence South 41° 43' 57" East a distance of 19.08 feet to an iron pin set; thence South 26° 35' 31" East a distance of 112.62 feet to an iron pin set; thence South 01° 16' 47" East a distance of 102.12 feet to an iron pin set; thence South 44° 44' 24" East a distance of 249.02 feet to an iron pin set; thence South 67° 27' 15" West a distance of 812.14 feet to an iron pin set; thence South 21° 58' 58" East a distance of 5.05 feet to an iron pin set; thence South 42° 40' 12" West a distance of 80.54 feet to an iron pin set; thence South 42° 40' 12" West a distance of 98.29 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said Right of Way the following courses: North 47° 08' 07" West a distance of 49.33 feet to an iron pin set; thence North 43° 22' 55" East a distance of 14.98 feet to a Right of Way Monument; thence North 45° 25' 25" West a distance of 11.13 feet to a Right of Way Monument; thence South 39° 48' 21" West a distance of 15.34 feet to an iron pin set; thence North 47° 08' 07" West a distance of 217.11 feet to an iron pin set; thence along a miter North 24° 32' 39" West a distance of 82.30 feet to the TRUE POINT OF BEGINNING. Said tract contains 10.753 Acres (468,391 Square Feet).

Tract 2

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING, commence at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said miter South 24° 32' 39" East a distance of 94.99 feet to a point; thence running along the northeasterly Right of Way of Old Highway #41 the following courses: South 46° 55' 56" East a distance of 205.69 feet to a point; thence North 39° 48' 21" East a distance of 0.89 feet to a Right of Way monument; thence North 39° 48' 21" East a distance of 20.07 feet to a Right of Way monument; thence South 45° 25' 25" East a distance of 11.13 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 19.62 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 1.00 feet to a point; thence South 46° 55' 56" East a distance of 49.40 feet to an iron pin set and the TRUE POINT OF BEGINNING; from point thus established and leaving said Right of Way North 42° 40' 12" East a distance of 104.10 feet to an iron pin set; thence South 47° 19' 48" East a distance of 38.66 feet to an iron pin set; thence North 86° 07' 17" East a distance of 40.80 feet to an iron pin set; thence South 37° 07' 10" East a distance of 55.34 feet to an iron pin set; thence South 19° 40' 45" East a distance of 137.03 feet to an iron pin set; thence South 01° 00' 59" East a distance of 57.65 feet to an iron pin set; thence South 46° 53' 55" East a distance of 159.05 feet to an iron pin set; thence South 43° 39' 50" West a distance of 33.42 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41; thence running along said Right of Way the following courses: North 48° 08' 55" West a distance of 20.10 feet to a point; thence North 34° 28' 42" West a distance of 68.85 feet to a point; thence North 47° 13' 34" West a distance of 88.14 feet to a point; thence North 42° 46' 26" East a distance of 10.00 feet to a point; thence North 47° 13' 34" West a distance of 100.00 feet to a point; thence South 42° 46' 26" West a distance of 10.00 feet to a point; thence North 47° 06' 59" West a distance of 165.49 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.691 Acres (30,098 Square Feet).

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20021201560	3/3-BOND - KENNESAW CITY	301570

Property Owner/Location/Description	Fair Market Value	Taxable Value
GRANITE FALLS STATION LLC OLD 41 HWY	12,370	4,948

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	4,948		0		4,948		7.7500000000		$38.35
BOND	4,948		0		4,948		1.4000000000		$6.93

Exemptions:

Printed December 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$45.28
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$45.28
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20021201560
Amount Due:	$0.00
Bill#:	301570
Due Date:	12/01/2025
	AMOUNT PAID

GRANITE FALLS STATION LLC
4963 TYNE RIDGE CT
NASHVILLE, TN 37220

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20021200130	3/3-BOND - KENNESAW CITY	289076

Property Owner/Location/Description	Fair Market Value	Taxable Value
GRANITE FALLS STATION LLC OLD 41 HWY	1,730,930	692,372

Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate	= Net Tax
CITY OF KENNESAW	692,372	0	692,372	7.7500000000	$5,365.88
BOND	692,372	0	692,372	1.4000000000	$969.32

Exemptions:

Printed December 2, 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$6,335.20
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$6,335.20
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20021200130
Amount Due:	$0.00
Bill#:	289076
Due Date:	12/01/2025
	AMOUNT PAID

GRANITE FALLS STATION LLC
4963 TYNE RIDGE CT
NASHVILLE, TN 37220

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Printed: 12/18/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
THOMAS BROWN

GRANITE FALLS STATION LLC

Payment Date: 10/12/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20021201560	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$149.09	**$0.00**

Scan this code with your mobile phone to view this billl!

Printed: 12/3/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
THOMAS BROWN

GRANITE FALLS STATION LLC

Payment Date: 10/12/2025

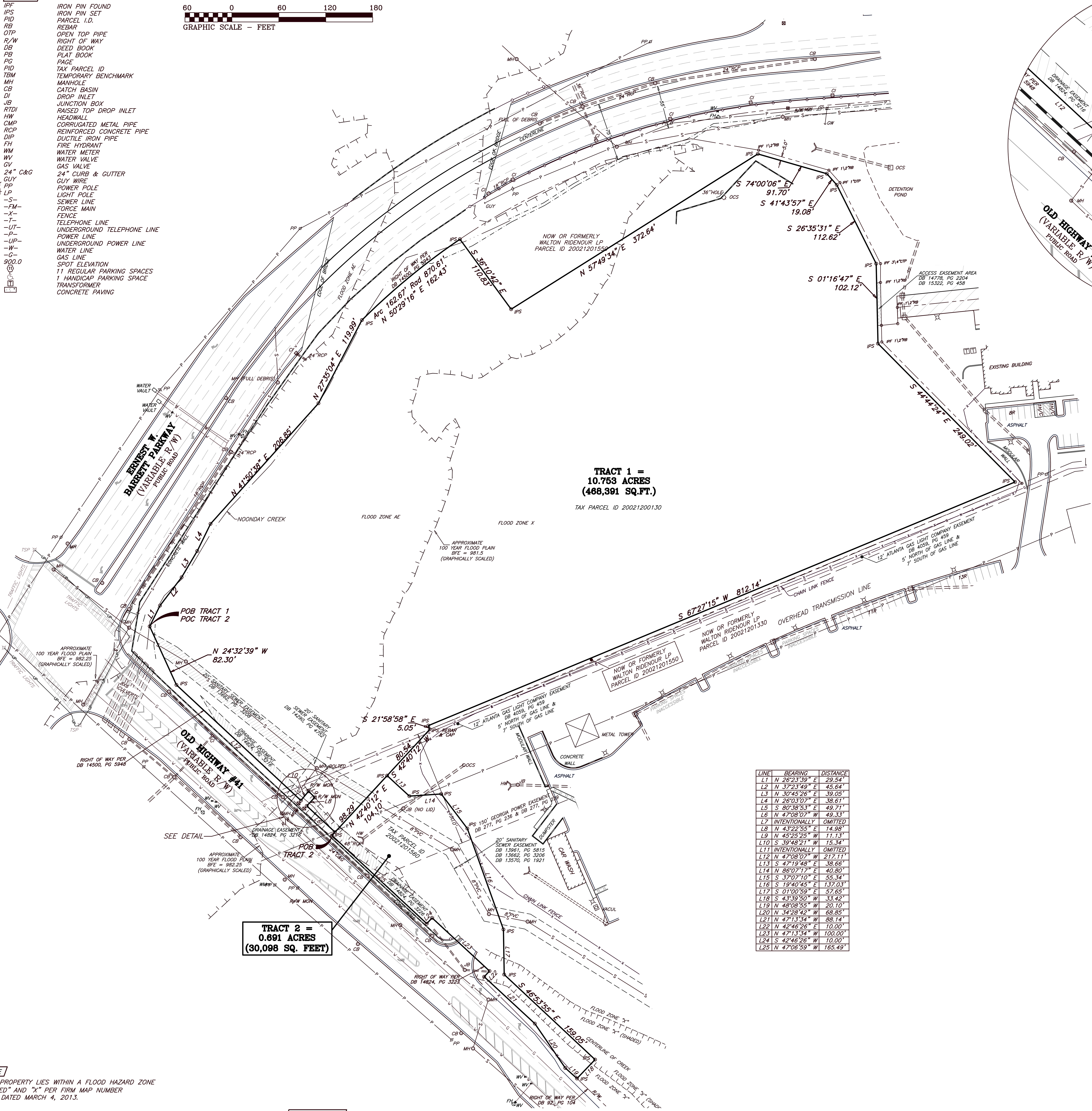
Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20021200130	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$20,861.17	**$0.00**

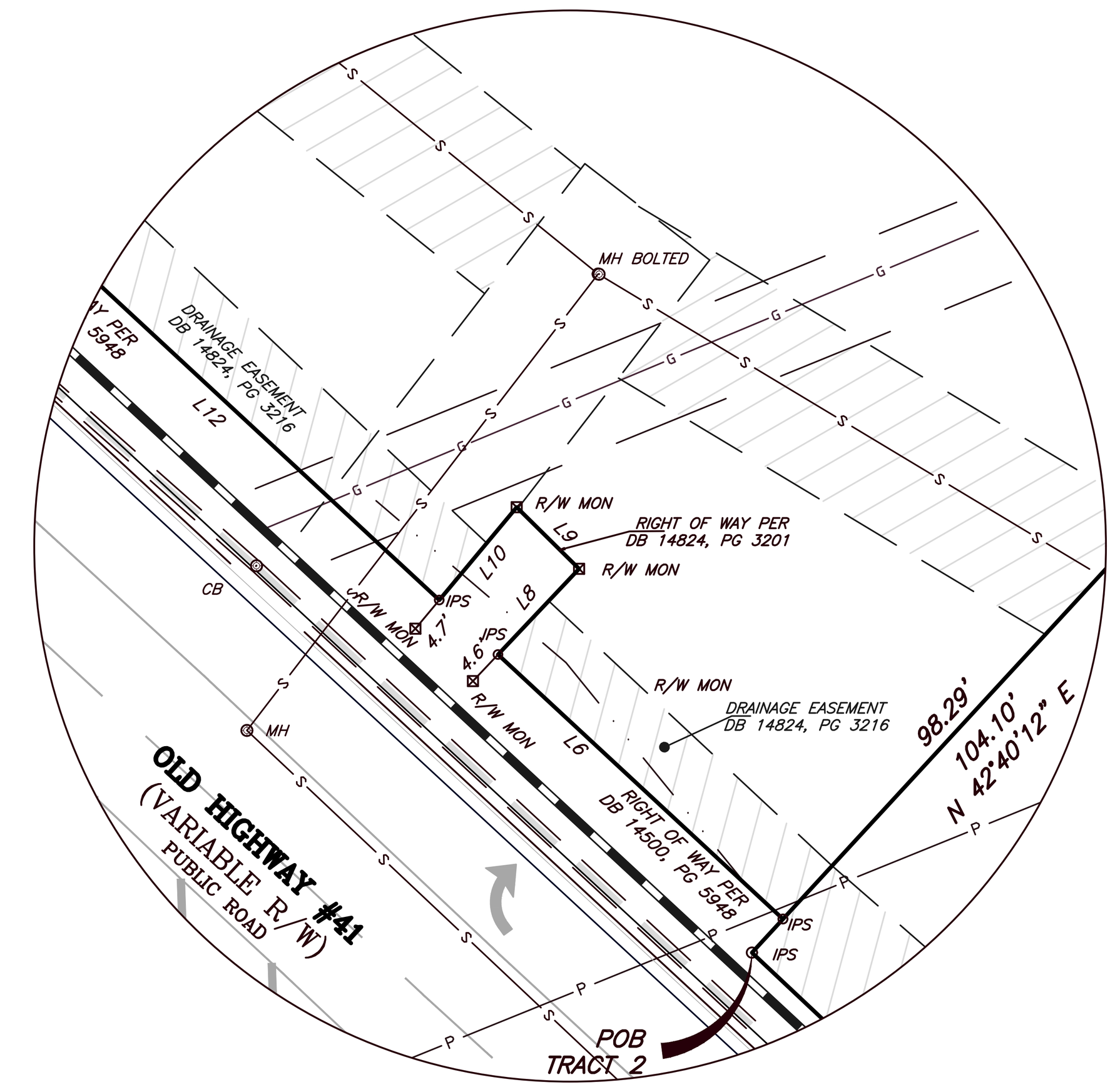
Scan this code with your mobile phone to view this billl!

LEGEND

IPF	IRON PIN FOUND
IPS	IRON PIN SET
PID	PARCEL I.D.
RB	REBAR
OTP	OPEN TOP PIPE
R/W	RIGHT OF WAY
DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
PID	TAX PARCEL ID
TBM	TEMPORARY BENCHMARK
MH	MANHOLE
CB	CATCH BASIN
DI	DROP INLET
JB	JUNCTION BOX
RTDI	RAISED TOP DROP INLET
HW	HEADWALL
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
GV	GAS VALVE
24" C&G	24" CURB & GUTTER
GUY	GUY WIRE
PP	POWER POLE
LP	LIGHT POLE
-S-	SEWER LINE
-FM-	FORCE MAIN
-X-	FENCE
-T-	TELEPHONE LINE
-UT-	UNDERGROUND TELEPHONE LINE
-P-	POWER LINE
-UP-	UNDERGROUND POWER LINE
-W-	WATER LINE
-G-	GAS LINE
900.0	SPOT ELEVATION
11	11 REGULAR PARKING SPACES
	1 HANDICAP PARKING SPACE
T	TRANSFORMER
	CONCRETE PAVING



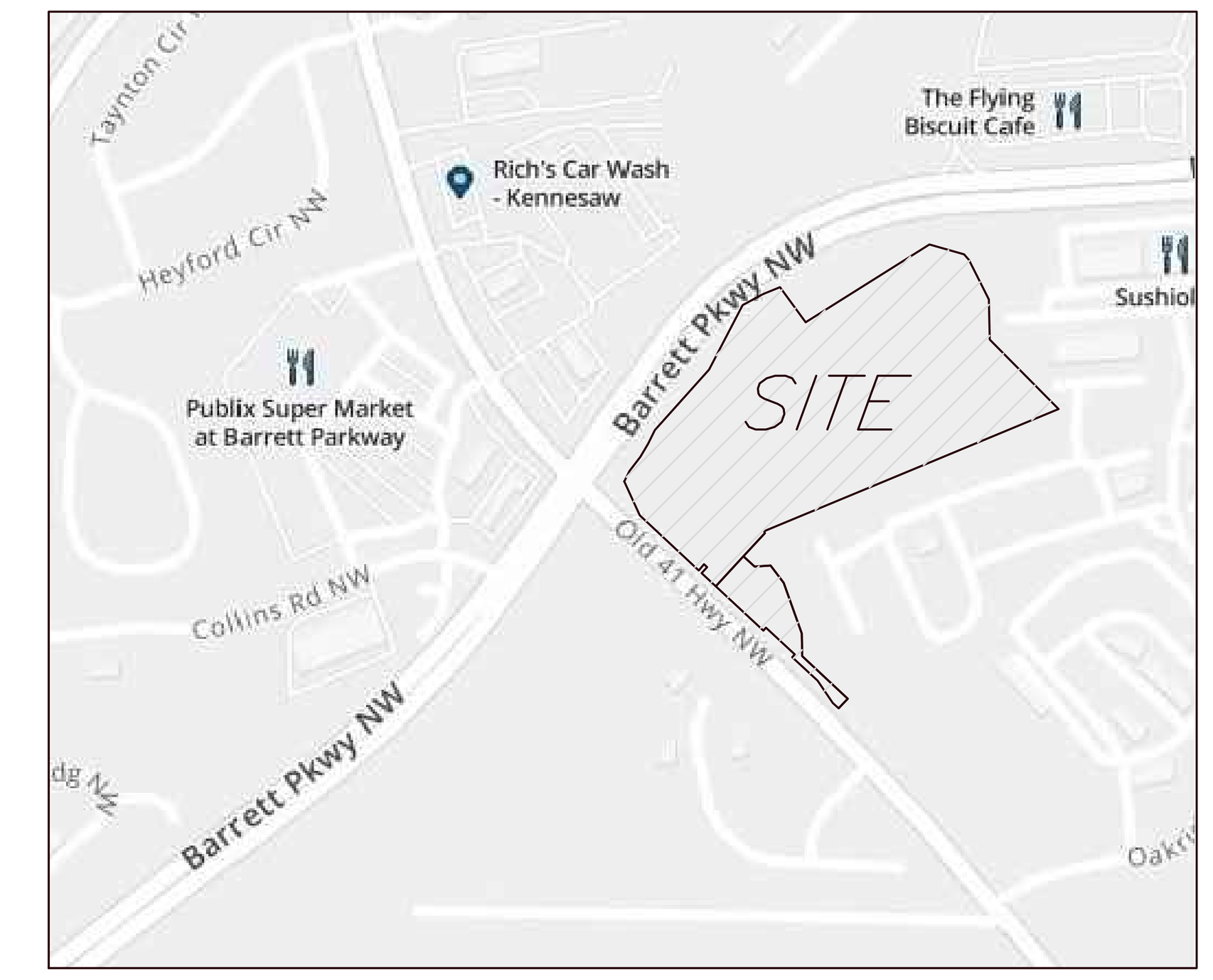
LINE	BEARING	DISTANCE
L1	N 26°23'39" E	29.54'
L2	N 37°23'49" E	45.64'
L3	N 30°45'26" E	39.05'
L4	N 26°03'07" E	38.61'
L5	S 80°38'53" E	49.71'
L6	N 47°08'07" W	49.33'
L7	INTENTIONALLY	OMITTED
L8	N 43°22'55" E	14.98'
L9	N 45°25'25" W	11.13'
L10	S 39°48'21" W	15.34'
L11	INTENTIONALLY	OMITTED
L12	N 47°08'07" W	217.11'
L13	S 47°19'48" E	38.66'
L14	N 86°07'17" E	40.80'
L15	S 37°07'10" E	55.34'
L16	S 19°40'45" E	137.03'
L17	S 01°00'59" E	57.65'
L18	S 43°39'50" W	33.42'
L19	N 48°08'55" W	20.10'
L20	N 34°28'42" W	68.85'
L21	N 47°13'34" W	88.14'
L22	N 42°46'26" E	10.00'
L23	N 47°13'34" W	100.00'
L24	S 42°46'26" W	10.00'
L25	N 47°06'59" W	165.49'



DETAIL

NOT TO SCALE

VICINITY MAP



LEGAL DESCRIPTION

Tract 1

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

BEGINNING at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); from point thus established and running along the southeasterly Right of Way of Ernest W. Barrett Parkway the following courses: North 26° 23' 39" East a distance of 29.54 feet to a point; thence North 37° 23' 49" East a distance of 45.64 feet to a point; thence North 30° 45' 26" East a distance of 39.05 feet to a point; thence North 26° 03' 07" East a distance of 38.61 feet to a point; thence North 41° 50' 38" East a distance of 206.85 feet to a point; thence North 27° 35' 04" East a distance of 185.24 feet to a point; thence running along a curve to the right an arc length of 390.14 feet, (said curve having a radius of 900.42 feet, with a chord bearing of North 61° 56' 40" East, and a chord length of 387.10 feet) to an iron pin set; thence leaving said Right of Way South 80° 38' 53" East a distance of 49.71 feet to an iron pin set; thence running along a curve to the left an arc length of 324.14 feet, (said curve having a radius of 870.61 feet, with a chord bearing of South 66° 30' 24" West, and a chord length of 322.28 feet)to an iron pin set; thence South 36° 10' 42" East a distance of 110.83 feet to an iron pin set; thence North 57° 49' 34" East a distance of 372.64 feet to an iron pin set; thence South 74° 00' 06" East a distance of 91.70 feet to an iron pin set; thence South 41° 43' 57" East a distance of 19.08 feet to an iron pin set; thence South 26° 35' 31" East a distance of 112.62 feet to an iron pin set; thence South 01° 16' 47" East a distance of 102.12 feet to an iron pin set; thence South 44° 44' 24" East a distance of 249.02 feet to an iron pin set; thence South 67° 27' 15" West a distance of 812.14 feet to an iron pin set; thence South 21° 58' 58" East a distance of 5.05 feet to an iron pin set; thence South 42° 40' 12" West a distance of 80.54 feet to an iron pin set; thence South 42° 40' 12" West a distance of 98.29 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said Right of Way the following courses: North 47° 08' 07" West a distance of 49.33 feet to an iron pin set; thence North 43° 22' 55" East a distance of 14.98 feet to a Right of Way Monument; thence North 45° 25' 25" West a distance of 11.13 feet to a Right of Way Monument; thence South 39° 48' 21" West a distance of 15.34 feet to an iron pin set; thence North 47° 08' 07" West a distance of 217.11 feet to an iron pin set; thence along a miter North 24° 32' 39" West a distance of 82.30 feet to the TRUE POINT OF BEGINNING. Said tract contains 10.753 Acres (468,391 Square Feet).

LEGAL DESCRIPTION

Tract 2

All that tract or parcel of land lying and being in Land Lot 212 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING, commence at the northerly most mitered intersection of the southeasterly Right of Way of Ernest W. Barrett Parkway (Variable R/W) and the northeasterly Right of Way of Old Highway #41 (Variable R/W); thence running along said miter South 24° 32' 39" East a distance of 94.99 feet to a point; thence running along the northeasterly Right of Way of Old Highway #41 the following courses: South 46° 55' 56" East a distance of 205.69 feet to a point; thence North 39° 48' 21" East a distance of 0.89 feet to a Right of Way monument; thence North 39° 48' 21" East a distance of 20.07 feet to a Right of Way monument; thence South 45° 25' 25" East a distance of 11.13 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 19.62 feet to a Right of Way monument; thence South 43° 22' 55" West a distance of 1.00 feet to a point; thence South 46° 55' 56" East a distance of 49.40 feet to an iron pin set and the TRUE POINT OF BEGINNING; from point thus established and leaving said Right of Way North 42° 40' 12" East a distance of 104.10 feet to an iron pin set; thence South 47° 19' 48" East a distance of 38.66 feet to an iron pin set; thence North 86° 07' 17" East a distance of 40.80 feet to an iron pin set; thence South 37° 07' 10" East a distance of 55.34 feet to an iron pin set; thence South 19° 40' 45" East a distance of 137.03 feet to an iron pin set; thence South 01° 00' 59" East a distance of 57.65 feet to an iron pin set; thence South 46° 53' 55" East a distance of 159.05 feet to an iron pin set; thence South 43° 39' 50" West a distance of 33.42 feet to an iron pin set on the aforementioned northeasterly Right of Way of Old Highway #41; thence running along said Right of Way the following courses: North 48° 08' 55" West a distance of 20.10 feet to a point; thence North 34° 28' 42" West a distance of 68.85 feet to a point; thence North 47° 13' 34" West a distance of 88.14 feet to a point; thence North 42° 46' 26" East a distance of 10.00 feet to a point; thence North 47° 13' 34" West a distance of 100.00 feet to a point; thence South 42° 46' 26" West a distance of 10.00 feet to a point; thence North 47° 06' 59" West a distance of 165.49 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.691 Acres (30,098 Square Feet).

EXCEPTIONS IN TITLE COMMITMENT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
FILE NUMBER: GA25010688
COMMITMENT EFFECTIVE DATE: OCTOBER 24, 2025

13. Easement for Right-of-Way from James H. Monti to Georgia Power Company, dated May 30, 1968, filed July 31, 1968 and recorded in Deed Book 1050, Page 299, records of the Superior Court of Cobb County, Georgia. **(Does affect subject property, not plottable)**
14. Easement from Cecilia H. Monti to Atlanta Gas Light Company, dated July 30, 1986, filed August 5, 1986 and recorded in Deed Book 4059, Page 459, aforesaid records. **(Does affect subject property as Shown Hereon)**
15. Right-of-Way Deed from Rita Monti Burke, Executrix under the Will of Cecilia Hertel Monti to Cobb County, Georgia, dated March 10, 1994, filed March 31, 1994 and recorded in Deed Book 8149, Page 526, aforesaid records. **(May or May not affect, insufficient metes and bounds)**
16. Easement (Sewer) from Rita Monti Burke, as Executrix under the Last Will and Testament of Cecilia Hertel Monti, deceased to L. Barry Teague and Teague Investments, L.P., a Georgia limited partnership, dated January 22, 1998, filed January 23, 1998 and recorded in Deed Book 10962, Page 190, aforesaid records. **(Does affect subject property, Not Plottable)**
17. Grant of Easement Sewer from Barry L. Teague to Cobb County, a political subdivision of the State of Georgia, dated December 4, 2002, filed January 8, 2003 and recorded in Deed Book 13662, Page 3206, aforesaid records. **(Does affect subject property, as shown hereon)**
18. Grant of Easement Sewer from Cecelia Hertel Monti to Cobb County, a political subdivision of the State of Georgia, dated December 20, 2002, filed January 8, 2003 and recorded in Deed Book 13662, Page 3208, aforesaid records. **(Does affect subject property, as shown hereon)**
19. Intentionally Omitted
20. Intentionally Omitted
21. Grant of Easement Sewer from The Estate of Cecelia H. Monti to Cobb County, a political subdivision of the State of Georgia, dated September 13, 2005, filed February 17, 2006 and recorded in Deed Book 14290, Page 4752, aforesaid records. **(Does affect subject property, as shown hereon)**
22. Encroachment Agreement for Easement from Cornerstone Properties II, LLC to Georgia Power Company, dated July 19, 2007, filed August 22, 2007 and recorded in Deed Book 14528, Page 1873, aforesaid records. **(Does affect subject property, not plottable. No evidence of construction of proposed improvements)**
23. Grant of Easements from Cornerstone Properties II, LLC, a Georgia limited liability company to Shoppes at Ridenour, LLC, a Georgia limited liability company, dated May 31, 2010, filed June 16, 2010 and recorded in Deed Book 14778, Page 2204, aforesaid records; as amended by First Amendment to Grant Easement to Correct Scrivener's Error by and between Walton Ridenour, L.P., a Georgia limited partnership and Teague Investments, L.P., a Georgia limited partnership, filed March 23, 2016 and recorded in Deed Book 15322, Page 458, aforesaid records. **(Does affect subject property, as shown hereon)**
24. Easements as contained within that certain Limited Warranty Deed from Walton Ridenour, L.P., a Georgia limited partnership to Cornerstone Properties II, LLC, a Georgia limited liability company, dated May 31, 2010, filed June 16, 2010 and recorded in Deed Book 14778, Page 2254, aforesaid records. **(Does affect subject property, not plottable)**
25. Intentionally Omitted
26. Intentionally Omitted
27. Permanent Drainage Easement from Cornerstone Properties II, LLC to Cobb County, Georgia, dated December 28, 2010, filed December 30, 2010 and recorded in Deed Book 14824, Page 3216, aforesaid records. **(Does affect subject property, as shown hereon)**
28. Right-of-Way Deed from Cornerstone Properties II, LLC, a Georgia limited liability company to Cobb County, Georgia, dated December 28, 2010, filed December 30, 2010 and recorded in Deed Book 14824, Page 3223, aforesaid records. **(Does affect subject property, as shown hereon)**
29. Permanent Drainage Easement from Cornerstone Properties II, LLC, a Georgia limited liability company to Cobb County, Georgia, dated December 28, 2010, filed December 30, 2010 and recorded in Deed Book 14824, Page 3226, aforesaid records. **(Does affect subject property, as shown hereon)**
30. Intentionally Omitted
31. Intentionally Omitted
32. Intentionally Omitted

FLOOD NOTE

THE SUBJECT PROPERTY LIES WITHIN A FLOOD HAZARD ZONE "AE", "X SHADED" AND "X" PER FIRM MAP NUMBER 13067C0101H DATED MARCH 4, 2013.

CONFORMITY STATEMENT

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN ____178,748______FEET AND AN ANGULAR ERROR OF _0.16"_PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

A _____LEICA TS12_____TOTAL STATION AND AN__CARLSON__DATA COLLECTOR WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN ____180,238_____ FEET.

SURVEY NOTES

1. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS
2. NO KNOWN PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
3. NO BUILDINGS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PROPERTY.
4. NO STRIPED PARKING WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PROPERTY.
5. THE SUBJECT PROPERTY SHOWN AND DESCRIBED HEREON IS THE SAME PROPERTY AS DESCRIBED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE, FILE NO. GA25010688, WITH A COMMITMENT EFFECTIVE DATE OF OCTOBER 24, 2025 AND LAST REVISED DECEMBER 16, 2025.

ZONING NOTE

THE SUBJECT PROPERTY IS ZONED GC (GENERAL COMMERCIAL)

PARCEL ID

20021200130

SURVEYOR'S CERTIFICATION

To **Walton Communities, LLC, a Georgia limited liability company & Old Republic National Title Insurance Company:**

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 11(a), 13, 16, 17, 18 & 19_ of Table A thereof. The fieldwork was completed on _December 3, 2025_.

DRAFT
By aakin@tss-atl.com at 12:10:11 PM, 12/16/2025

___________ ______________
Aubrey J. Akin, R.L.S. #3138

December 3, 2025
Date of Plat

TSS
TECHNICAL SURVEY SERVICES, INC.
1641 Autumn Blvd, SW
Conyers, Georgia 30012
(770) 922-6391 Office
www.tss-atl.com

No	Revision	Date
1	REVISED TO REFLECT R/W TAKES AND UPDATED TITLE	12/16/2025

Orig Bndy: 06/17/2022
Field Date: 12/3/2025
Plat Date: 12/3/2025
Scale: 1" = 60'

ALTA/NSPS LAND TITLE SURVEY
FOR
WALTON COMMUNITIES, LLC,

LAND LOT 212 20TH DISTRICT 2ND SECTION
CITY OF KENNESAW, COBB COUNTY, GEORGIA

1
SHEET 1 OF 1

JOB #: 2004-011
CRD: RIDENOUR
DWG: RIDENOUR PH 2
LSV: KAYSOCAL

Monday, December 15, 2025 3:33:13 PM

SITE DATA SUMMARY TABLE:

ACREAGE:
11.684 ACRES

EXISTING ZONING :
GENERAL COMMERCIAL [GC]

PROPOSED ZONING:
RM-16

PROPOSED DENSITY:
182 APARTMENT UNITS

PROPOSED PARKING:
1.5 SPACES PER UNIT -
273 TOTAL SURFACE SPACES

PROPOSED SETBACKS:
50 FOOT FRONT YARD
35 FOOT SIDE YARD
40 FOOT REAR YARD

182 MULTI-FAMILY
UNITS- 3 & 4 STORIES
273 PARKING SPACES

SITE PLAN #2

SITE PLAN DIM. CTL.

WALTON RIDENOUR PHASE 2

Kennesaw, Georgia

ARRIVE ARCHITECTURE GROUP
Architecture
Planning
Project Management
2344 Highway 121 · Suite 100 · Bedford, Texas 76021 · www.ArriveAG.com
Ph 817.514.0584 · Fx 817.514.0694

SEAL

REVISION

DRAWN BY: AAG	CHECKED BY: JMT
PLOT DATE: 12/15/2025	REV. DATE:
SUBMITTAL DATE: 2025	PROJECT NUMBER:
ISSUED FOR: CONCEPT	SHEET NO.
SCALE: AS NOTED	

© 2015 ARRIVE ARCHITECTURE GROUP. The designs represented by these plans are copyrighted and are subject to copyright protection as an "ARCHITECTURAL WORK" under U.S.C. sect. 102 known as the Architectural Works Protection Act of 1990 (including form and arrangement of spaces) date and other aspects of the design will subject the infringer to damages and/or judicial action as provided by the Federal Law.


ARRIVE
ARCHITECTURE GROUP

ATTACHMENT TO REZONING APPLICATION

Application No.: _____
Hearing Dates: **February 4, 2026**
February 16, 2026

BEFORE THE PLANNING COMMISSION AND THE MAYOR AND CITY COUNCIL FOR THE CITY OF KENNESAW, GEORGIA

CONSTITUTIONAL CHALLENGE
ATTACHMENT TO REZONING APPLICATION

COME NOW, Applicant, WALTON COMMUNITIES, LLC (hereinafter referred to as "Applicant"), and Titleholder, GRANITE FALLS STATION, LLC (hereinafter referred to as "Titleholder"), and assert the following:

1.

By Rezoning Application dated and filed December 19, 2025, Applicant and Titleholder applied for rezoning of certain real property, being approximately 11.684 acres, more or less, lying and being located within the City of Kennesaw, Cobb County, Georgia, a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the "Property" or the "Subject Property").

2.

The Rezoning Application of the Property seeks rezoning from the existing zoning categories of General Commercial ("GC") and RM-12 to the proposed zoning category of RM-16, as established by the governing authority of the City of Kennesaw, Georgia, under and pursuant to The Unified Development Code City of Kennesaw, Georgia (hereinafter the "Unified Development Code of the City of Kennesaw" or, alternatively, "Ordinance").

3.

With respect to the Property within the GC zoning classification, Applicant and Titleholder do contend the Unified Development Code of the City of Kennesaw is

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

unconstitutional as applied to the Subject Property in that said Ordinance does not permit the Applicant and Titleholder to utilize the Property to the highest and best use set forth within the Rezoning Application without the necessity of rezoning. However, Applicant and Titleholder do not contend the current zoning category of GC is unconstitutional, per se, only as applied. Thus, the Unified Development Code of the City of Kennesaw deprives Applicant and Titleholder of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. Also violated are the Applicant's and Titleholder's rights to unfettered use of their Property, as stated above, in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are, therefore, confiscatory and void. Further, said Ordinance is unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholder.

4.

With respect to the remainder of the Property within the RM-12 zoning classification, the Unified Development Code of the City of Kennesaw is unconstitutional as applied to the Property in that said Ordinance deprives the Applicant and Titleholder of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The RM-12 zoning category, as it presently exists, together with any

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

intervening zoning categories between the existing RM-12 category and the requested RM-16 category, violates the Applicant's and Titleholder's rights to unfettered use of their property in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void. Further, said Ordinance is unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholder.

5.

To the extent the Unified Development Code of the City of Kennesaw allows or permits the Mayor and City Council to rezone the Subject Property to any category other than as requested, said Ordinance is further unconstitutional in that same violates the Applicant's and Titleholder's constitutionally guaranteed rights to due process, both substantive and procedural. Furthermore, any such action by the Mayor and City Council, or as allowed by the Unified Development Code of the City of Kennesaw, is an unconstitutional use of the zoning power and would constitute an abuse of discretion with no justification or benefit flowing to the public welfare. Accordingly, said Ordinance or action would likewise represent a taking of private property rights without the payment of just and adequate compensation in violation of the Constitutions of the State of Georgia and the United States of America.

6.

The Unified Development Code of the City of Kennesaw is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Rezoning Application also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 19th day of December, 2025.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____
J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Titleholder

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out on January 15, 2026 in accordance with the application requirements.

MOORE INGRAM JOHNSON & STEELE, LLP

January 23, 2026

Date

BY: _____

~~Applicant~~ Authorized Agent
J. Kevin Moore; GA Bar No. 519728
Attorneys for Applicant and Property Owner

Sworn and subscribed before me this 23rd day of January 2026

Carolyn E. Cook

Notary Public

My Commission Expires January 10, 2027

CAROLYN E COOK NOTARY PUBLIC EXP. JAN. 10, 2027 COBB COUNTY, GA

MOORE INGRAM JOHNSON & STEELE, LLP

Attorneys at Law
326 Roswell Street, Suite 100
Marietta, Georgia 30060
(770) 429-1499

January 15, 2026

RE: NOTIFICATION OF NEARBY ZONING APPLICATION
Property: 1600 Old 41 Highway, Kennesaw, Georgia 30144
Parcel ID Nos.: 20021200130; 20021201560

To Whom It May Concern:

This correspondence is to formally notify you that the City of Kennesaw Planning and Zoning Department has received a Rezoning Application for two parcels of land within two hundred (200) feet of our property. As a nearby property owner, you have the right to be informed of potential zoning changes.

The Application details are as follows:

Applicant:	Walton Communities, LLC
Applicant's Representative:	J. Kevin Moore, Esq., Moore Ingram Johnson & Steele, LLP (770) 429-1499 – jkm@mijs.com
Property:	1600 Old 41 Highway, Kennesaw, Georgia 30144
Parcel Identification Numbers:	20021200130; 20021201560
Description of Proposal:	Request to rezone from General Commercial (GC) and RM-12, Multiple Family District to RM-16, Multiple Family District, to develop a multi-family residential community

The Application will be reviewed and voted on at public hearings by the Planning Commission and the Mayor and City Council. The meeting details are as follows:

Planning Commission Meeting
Date: February 4, 2026
Time: 6:30 p.m.

Mayor and City Council Hearing
Date: February 16, 2026
Time: 6:30 p.m.

Both meetings occur in the City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144. You may appear in person or be represented by an attorney to present any objections you may have. The Application is enclosed for your review. This notice is being sent to you by order of the Planning Commission and Mayor and City Council.

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

J. Kevin Moore
Attorneys for Applicant and Property Owner

Enclosures



CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX	RZ 2026-001	GC & RM-12	RM-16
DX			
HBR			
SLUP			
ZV			

AV – Administrative Variance
AX – Annexation
DX – De-annexation
HBR – Historic Board Review
LU – Land Use
RZ – Re-zoning
SLUP – Special Land Use
ZV – Variance

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

1600 Old 41 Hwy

Land Lot 212, Tax Parcels 13 & 156

Subject Property

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling MAYOR
Lea Mowry CITY CLERK

Scale: 1" = 246'
Print Date: 12/29/2025
RZ2026_001

REZONING APPLICATION

Date Received _____
Staff's Initials _____

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

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

Date of Consultation 11/05/2025 Staff's Initials _____

REZONING PROPERTY ADDRESS Old 41 Highway (unassigned)

Land Lot 212 Tax Parcel 20021200130 Lot Size 11.684±
20021201560

Resident Population 0 Housing Units 0 Other Buildings 0

Zoning Request from:

Present Zoning GC, RM-12 To: RM-16

For the purpose of: Multi-Family Residential

APPLICANT EMAIL [redacted]

Applicant Address 2281 Akers Mill Road, S.E., Building 4100, Atlanta, GA 30339

(Phone #) [redacted]

Applicant Signature Walton Communities, LLC BY: _____ Date December 17, 2025
Matthew L. Teague, Director of New Development

Signed, sealed and delivered in presence of: _____ December 17th, 2025
Notary Date

REPRESENTIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Fax #) [redacted] (World#) [redacted] (Cell#) [redacted]

Representative Signature BY: _____ Date December 18, 2025
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

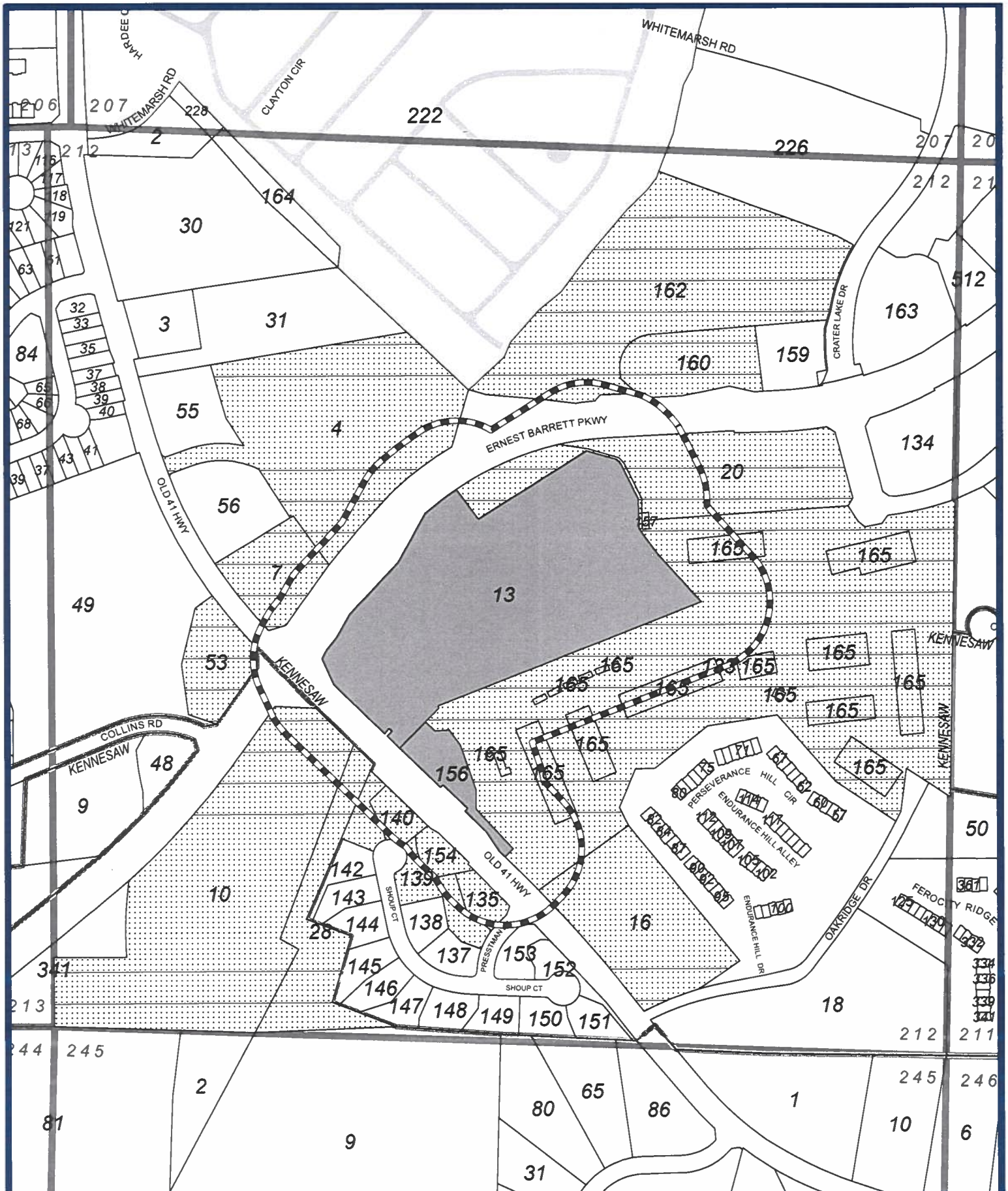
Signed, sealed and delivered in presence of: _____ December 18, 2025
Notary Commission Expires 01-10-2027 Date

TITLEHOLDER: Granite Falls Station LLC (Phone #) [redacted]

Signature: BY: _____ Address 4963 Tyne Ridge Court, Nashville, TN 37220
Thomas J Brown, Sole Member

Signed, sealed and delivered in presence of: _____ December 16th, 2025
Notary Date

Z\P&Z FORMS\Applications 2025



Subject Parcel

200' Radius

Properties Notified

1600 Old 41 Hwy
Land Lot 212,
Tax Parcels 13 & 156

RZ2026-001
200' PROPERTY NOTIFICATION

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Date: 12/29/2025
RZ2026_001

1" = 366'

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: ROSE MILLER — Printed at 01/14/26 14:09 by rmill-tj

Acct #: 110016 — Ad #: 530845 — Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 01/16/2026 — Stop: 01/16/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 2.95 Words: 200
Total LEG 2.95
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-9234 MISC2026-01
Descr Cont: MDJ-9234 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: MISC2026-01
Created: rmill 01/14/26 14:07
Last Changed: rmill 01/14/26 14:09

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	01/16

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ _____
Name (print or type) Name (signature)

.

MDJ-9234
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Walton Communities, LLC. Said request is to rezone two (2) parcels located at 1600 Old 41 Hwy (20021200130 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District to develop a multi-family residential community consisting of one hundred eighty-two (182) dwelling units. The parcels lie in Land Lot 212, Tax Parcels 13 & 156 of the 20th District, 2nd Section, Cobb County Georgia.

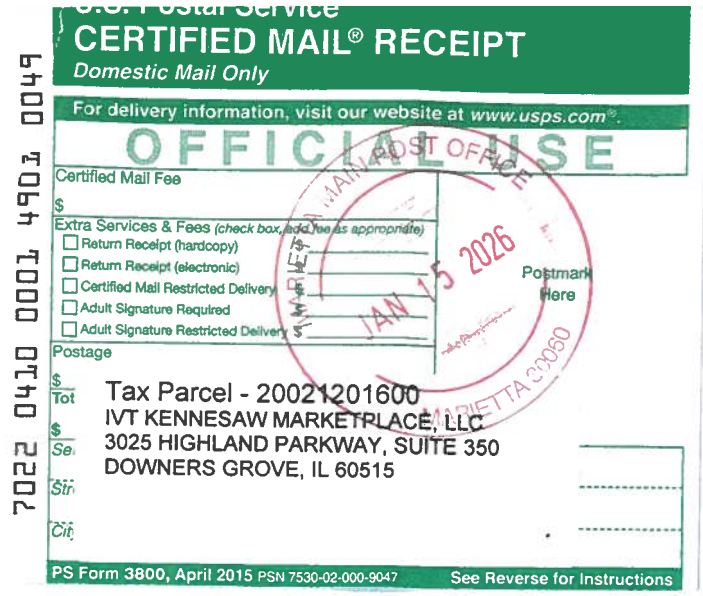
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

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/**

1:16-2026


45
CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # RZ2026-01
PURPOSE Rezone from General Commercial (GC) and RM-12, Multiple Family District to RM-16, Multiple Family District to develop a multi-family residential community.
DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.
For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
01.16.2026 13:48


CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # RZ2026-01
PURPOSE Rezone from General Commercial (GC) and RM-12, Multiple Family District to RM-16, Multiple Family District to develop a multi-family residential community.
DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
01.16.2026 13:45



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

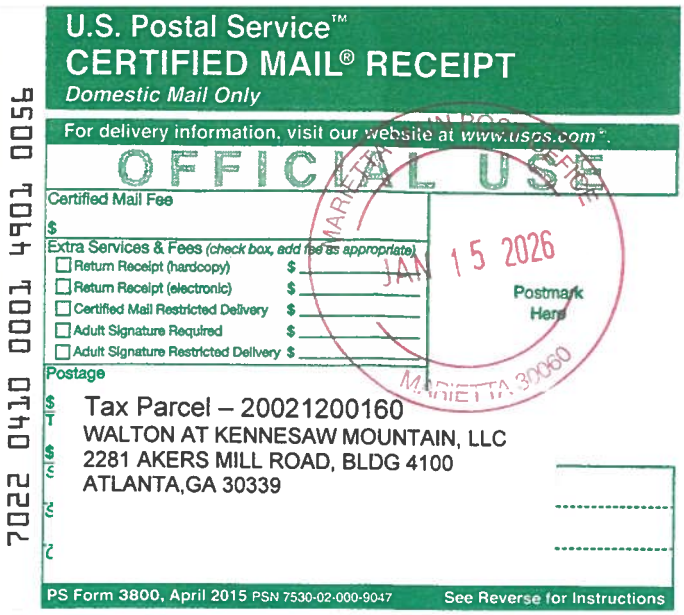
Tot
$
Se
Str
Cit

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel - 20021201600
IVT KENNESAW MARKETPLACE, LLC
3025 HIGHLAND PARKWAY, SUITE 350
DOWNERS GROVE, IL 60515

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0049



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

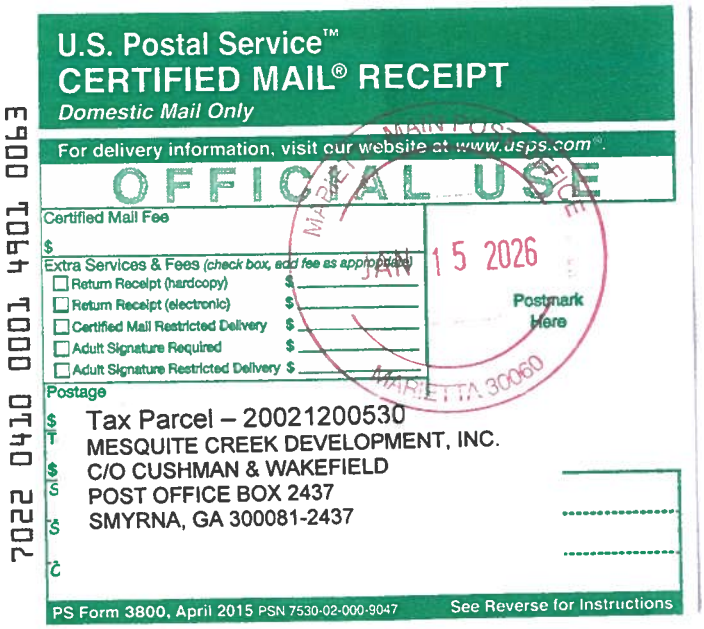
Postage
$

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021200160
WALTON AT KENNESAW MOUNTAIN, LLC
2281 AKERS MILL ROAD, BLDG 4100
ATLANTA,GA 30339

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0056



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021200530
MESQUITE CREEK DEVELOPMENT, INC.
C/O CUSHMAN & WAKEFIELD
POST OFFICE BOX 2437
SMYRNA, GA 300081-2437

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0063



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021201560
GRANITE FALLS STATION, LLC
4963 TYNE RIDGE COURT
NASHVILLE, TN 37220

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0032



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

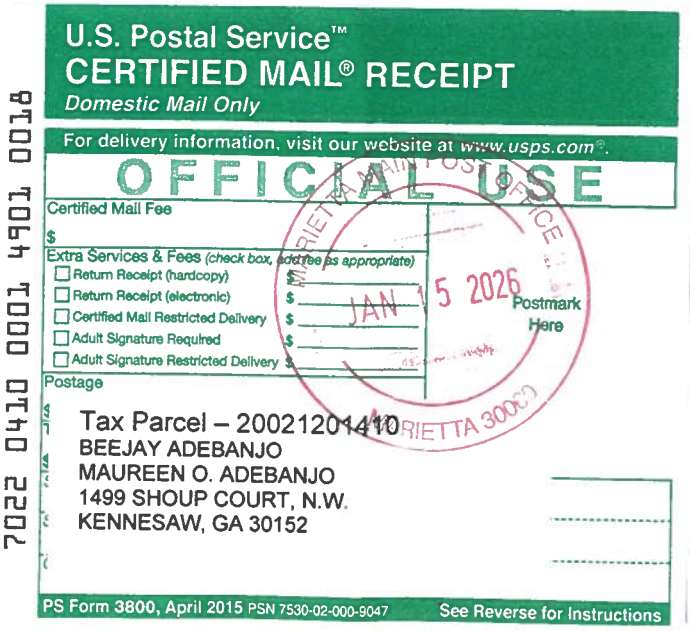
Postage
$

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021201540
PREMIER BANK
817 W. STADIUM BOULEVARD
JEFFERSON CITY, MO 65109

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0025



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021201410
BEEJAY ADEBANJO
MAUREEN O. ADEBANJO
1499 SHOUP COURT, N.W.
KENNESAW, GA 30152

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0018

7022 0410 0001 4900 9982

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Pc
$
Sent To
Street a
City, Sta

MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021201390
LAMARCUS J. DAUGHRITY
CARLY R. DAUGHRITY
1498 SHOUP COURT, N.W.
KENNESAW, GA 30152

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4900 9999

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total
$
Sent
Stree
City,

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel - 20021201350
RANDALL MILDENHALL
KRISTA MILDENHALL
1444 PRESSTMAN LANE, N.W.
KENNESAW GA 30152

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0001

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
To
$
Se
Str
Cit

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021200040
1680 OLD 41 HIGHWAY, LLC
POST OFFICE Box 724506
ATLANTA, GA 31139

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0464 3893 73

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Tot
$
Ser
Stre
City

JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel - 20021201330
HOUSING AUTHORITY OF COBB COUNTY
2950 ATLANTA ROAD
SMYRNA, GA 30080

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4900 9975

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total Pc
$
Sent To
Street a
City, Stu

MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060

Tax Parcel – 20021201620
CRP GREP OVERTURE BARRETT OWNER, LLC
465 MEETING STREET, SUITE 500
CHARLESTON, SC 29403

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0464 3894 10

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$
Total
$
Sent
Stree
City,

MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060

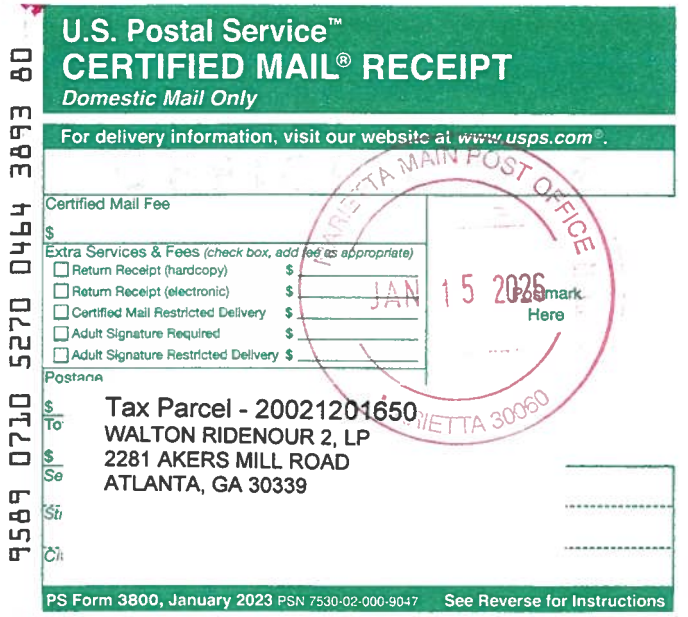
Tax Parcel – 20021200200
FAIRWAY RIDENOUR, LLC
SUITE 210
728 SHADES CREEK PARKWAY
BIRMINGHAM, AL 35223

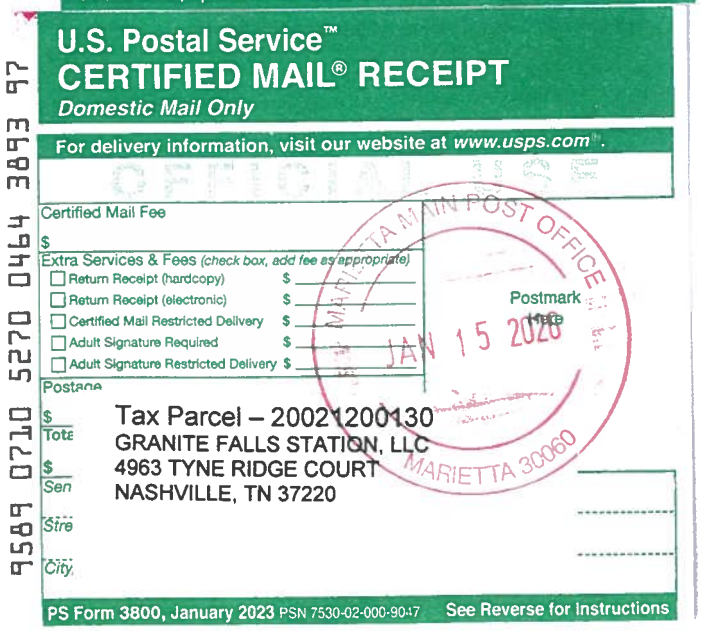
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

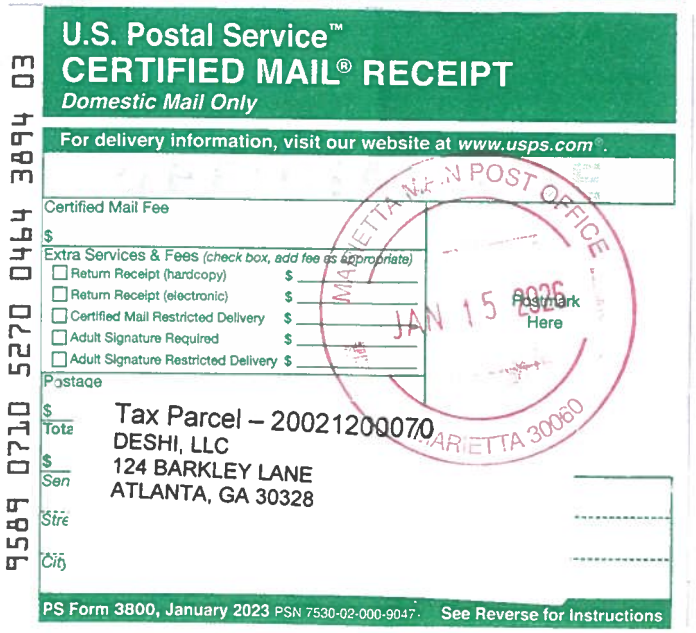

9589 0710 5270 0464 3894 27
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total
Sent
Street
City,
Tax Parcel – 20021201360
SENAD & VERINA CAJIC
1446 PRESSTMAN LANE
KENNESAW, GA 30152
MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060
PS Form 3800, January 2023 PSN 7530-02-000-9047
See Reverse for Instructions


9589 0710 5270 0464 3894 34
U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total
Sent
Street
City,
Tax Parcel – 20021201400
GLORIA A. DOWNEY
1500 SHOUP COURT
KENNESAW, GA 30152
MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060
PS Form 3800, January 2023 PSN 7530-02-000-9047
See Reverse for Instructions


7022 0410 0001 4900 9968
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total
Sent
Street
City,
Tax Parcel – 20021201570
SHOPPES AT RIDENOUR, LLC
2281 AKERS MILL ROAD, BLDG. 4100
ATLANTA, GA 30339
MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions


9589 0710 5270 0464 3893 80
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total
Sent
Street
City,
Tax Parcel - 20021201650
WALTON RIDENOUR 2, LP
2281 AKERS MILL ROAD
ATLANTA, GA 30339
MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060
PS Form 3800, January 2023 PSN 7530-02-000-9047
See Reverse for Instructions


9589 0710 5270 0464 3893 97
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total
Sent
Street
City,
Tax Parcel – 20021200130
GRANITE FALLS STATION, LLC
4963 TYNE RIDGE COURT
NASHVILLE, TN 37220
MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060
PS Form 3800, January 2023 PSN 7530-02-000-9047
See Reverse for Instructions


9589 0710 5270 0464 3894 03
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
Certified Mail Fee
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total
Sent
Street
City,
Tax Parcel – 20021200070
DESHI, LLC
124 BARKLEY LANE
ATLANTA, GA 30328
MARIETTA MAIN POST OFFICE
JAN 15 2026
Postmark Here
MARIETTA 30060
PS Form 3800, January 2023 PSN 7530-02-000-9047
See Reverse for Instructions

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

MARIETTA, GEORGIA
EMERSON OVERLOOK
326 ROSWELL STREET
SUITE 100
MARIETTA, GEORGIA 30060
TELEPHONE (770) 429-1499

KNOXVILLE, TENNESSEE
408 N. CEDAR BLUFF ROAD
SUITE 500
KNOXVILLE, TENNESSEE 37923
TELEPHONE (865) 692-9039

JACKSONVILLE, FLORIDA
10201 CENTURION PARKWAY N.
SUITE 401
JACKSONVILLE, FLORIDA 32256
TELEPHONE (904) 428-1465

BRENTWOOD, TENNESSEE
12 CADILLAC DRIVE
SUITE 200
BRENTWOOD, TENNESSEE 37027
TELEPHONE (615) 425-7347

LEXINGTON, KENTUCKY
2408 SIR BARTON WAY
SUITE 375
LEXINGTON, KENTUCKY 40509
TELEPHONE (859) 309-0026

ORLANDO, FLORIDA
1000 LEGION PLACE
SUITE 701
ORLANDO, FLORIDA 32801
TELEPHONE (407) 367-6233

HARRISBURG, PENNSYLVANIA
101 ERFORD ROAD
SUITE 300
CAMP HILL, PENNSYLVANIA 17011
TELEPHONE (717) 790-2854

FAIRFIELD, NEW JERSEY
165 PASSAIC AVENUE
SUITE 205
FAIRFIELD, NEW JERSEY 07004
TELEPHONE 201-602-4082

January 23, 2026

Via E-mail Only to ccampbell@kennesaw-ga.gov

Ms. Chanelle Campbell
Director of Planning and Zoning
City of Kennesaw, Georgia
3080 Moon Station Road
Kennesaw, Georgia 30144

RE: Application for Rezoning

Application No.:	RZ2026-01
Applicant:	Walton Communities, LLC
Property Owner:	Granite Falls Station, LLC
Property:	11.684 acres, more or less, located at the intersection of the northeasterly side of Old 41 Highway and the southeasterly side of Barrett Parkway, being more particularly identified as Cobb County Tax Parcel Nos. 20021200130 and 20021201560, Land Lot 212, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia

Dear Chanelle:

Please accept this correspondence as the request of Applicant and Owner in the above-referenced Rezoning Application to table the pending Application from the February 2026 hearing agendas before the Planning Commission Hearing and the Mayor and City Council Work Session and Hearing Agenda to the respective agenda dates in March 2026. As we discussed, a parking variance is now required to be submitted and advertised in conjunction with the proposed rezoning and development. The postponement of the hearings until the March 2026 agendas will allow time for the Variance Application to be filed with your office and properly advertised along with the rezoning request.

As always, we appreciate your professional courtesy in the handling of any application and would very much appreciate the opportunity to continue our work to produce a development that achieves the goals of all parties involved.

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP

J. Kevin Moore

JKM:cc
c: Walton Communities, LLC
(Via E-mail Only)

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 4, 2026
6:30 PM

---

1. Call to Order / Roll Call

Vice Chair Vande Zande called the meeting to order at 6:30 p.m.
Roll Call: Rebecca Patterson, Carolyn Greenall, Robert Trim, Todd Vande Zande
Absent: Trey Bodenhamer
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Kevin Moore (Applicant's Representative), Adam Rozen (Applicant's Representative), Cameron Heath (Applicant), Dave Schwickerath (HOA President, The Village at Pine Mountain), Stephen Snow (Representative, Cedar Creek Professional Office Association, Inc.), Charles Barge (President, Cedar Creek Professional Office Association), Al Colcombe (6205 Pine Mountain LLC), Caleb Hydrick (Resident, City of Kennesaw)

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 February 16, 2026.

3. Approval of the Meeting Minutes

A. Approval of meeting minutes: January 7, 2026

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

4. New Business

Vice Chair Vande Zande called for a motion to amend the agenda order.
Commissioner Trim motioned to amend the agenda order to allow case number RZ2026-01 to be heard first
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

A. **RZ2026-01** - Consideration to rezone the properties located at 1600 Old 41 Highway (parcel #20014001380 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District as submitted by Walton Communities, LLC. Said request is to rezone the property for the development of a multi-family residential community. Property consists of 11.684 +/- acres and lies in land lot 140, tax parcels 13 & 156.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

5. Old Business

A. **RZ2025-03** - Consideration to rezone the property located at 6095 Pine Mountain Rd (parcel #20014001380) from Highway General Business (HGB) to Planned United Development – Residential (PUD-R) as submitted by DRB Group Georgia, LLC. Said request is to rezone the property for the development of fee simple town homes. Property consists of 8.823 +/- acres and lies in land lot 140, tax parcel 138.

Vice Chair Vande Zande called for a motion.
Commissioner Trim motioned to approve with the following conditions as outlined by staff:

1. The rezoning of the Subject Property to the Planned Unit Development–Residential (PUD-R) district shall be consistent with the technical and conceptual site plans submitted with the application and shall comply with the proposed minimum front, side, and rear setbacks, as well as the overall density of 10.08 units per acre.
2. The Subject Property shall be developed as maximum of eighty-nine (89) 'For Sale" Fee Simple Townhomes.
3. Applicant agrees the minimum floor area of all residential units shall be 1,400 sq. ft. Applicant also agrees that the maximum height of the overall development will adhere to the development standards outlined in the Unified Development Code.
4. The architectural style and composition of the buildings to be constructed on the Subject Property shall be in reasonable conformity to the architectural renderings/elevations submitted with the rezoning application and should include a mixture of components consisting of brick, stacked stone, and other cementitious components including Hardie plank and Hardie plank shake and

similar products.

5. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director with respect to stormwater management, hydrology and water quality requirements as outlined in the Unified Development Code.
6. Prior to issuance of a land disturbance permit, the applicant shall coordinate with a qualified geotechnical firm and civil engineer to design and implement measures to capture any groundwater encountered on-site associated with the spring ,subject to review and approval by the City Engineer and/or the City's Public Works Director.
7. Subject to review and approval by the City Engineer and the Public Works Department, all stormwater management components shall comply with the recommendations of the City of Kennesaw's Stormwater Management Division, including requirements related to stormwater management, hydrology, and water quality.
8. Applicant agrees to the protection of all required stream buffers affecting the Property; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenant, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units
10. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
12. The applicant agrees to the installation of a privacy fence constructed of solid weather resistant materials such as wood, wrought iron, with a height no greater than 8 ft along the portion of the rezoned parcel adjacent to existing commercial properties.
13. The developer agrees to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the site plan. Additionally, the developer agrees to comply in all respects with the City's specifications concerning such infrastructure improvements which are interior to the subdivision.
14. The proposed development shall include amenities for use and enjoyment of its residents as follows:
    a) Community courtyards, gathering places
    b) Pedestrian connectivity
    c) A dog park
15. Sidewalks shall be provided throughout the subdivision, with all amenity areas connected to the nearest internal sidewalk to ensure continuous pedestrian access.

16. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
17. Compliance with recommendations from Cobb County Fire Marshal's Office with respect to Life Safety and Fire Prevention issues. The development shall also comply with all applicable guest parking regulations, consistent with the parking layout and quantities depicted on the submitted site plan.
18. Entrance signage shall be ground based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the subdivision.
19. All utilities servicing the residences with the proposed community shall be underground.
20. The applicant agrees that construction will begin in 24 months of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning.

Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken. Commissioner Patterson and Commissioner Trim voted in favor.
Commissioner Greenall voted against. Motion approved 2-1. Motion carried.

6. New Business

B. **RZ2026-02** - Consideration to rezone the unassigned right-of-way (ROW) fronting 2995 & 2997 N Main Street (parcel # 20013900140 & 20013900130) to R-15, Single-Family Residential as submitted by Dean Klein. Property consists of 0.11 +/- acres and lies on land lot 139, tax parcels 14 & 13.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

C. **PP2026-01** - Consideration for approval for a preliminary plat submitted by Mark Allen for parcel #20016700640 for the development of a restaurant and distillery. Property consists of 0.61+/- acres and lies in land lot 167, tax parcel 64.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

D. **MISC2026-02** - 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" Chapter 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00

"Nonconforming Uses" of said chapters as submitted by the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

E. **MISC2026-03** - Consideration for approval to adopt the official "2026 Zoning Map" for the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Patterson
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

7. Staff Comment

8. Adjourn

Vice Chair Vande Zande called for a motion.
Motion to adjourn by Commissioner Trim
Seconded by Commissioner Greenall
Vice Chair Vande Zande adjourned the meeting at 8:11 p.m.

8000 Miscellaneous Legals

3FAHP0HA6AR190650
2011 HYUNDAI ELANTRA TOURING
KMHDB8AE4BU105202
2005 FORD F-150 1FTPX14595NB13140
2015 NISSAN ROGUE
5N1AT2MT4FC927596
2007 LEXUS IS JTHBK262272032842
2006 TOYOTA SIENNA
5TDBA22C96S076427
2015 MAZDA MAZDA3
JM1BM1T71F1272555
2016 AUDI A3 WAUA7GFF2G1032342
2013 NISSAN ALTIMA
1N4AL3AP4DC288494
2010 NISSAN ROGUE
JN8AS5MT2AW018664
2021 HYUNDAI KONA
KM8K62AA8MU614587
2020 TOYOTA TACOMA
3TMCZ5AN7LM291432
2020 HYUNDAI ELANTRA
5NPD84LF1LH591772
2006 LNDR RANGE ROVER SPORT
SALSH23426A969113
2006 TOYOTA COROLLA
1NXBR32E46Z651427
2019 FORD ESCAPE
1FMCU0GD6KUC19692
2012 MERCEDES-BENZ Benz
WDDGF4HB5CR195612
2015 NISSAN ALTIMA
1N4AL3AP9FC203359
2010 FORD FUSION
3FAHP0HA8AR405722
2014 BMW 435 WBA3R1C50EK192304
2009 BMW X5 5UXFE43599L267755
2009 TOYOTA COROLLA
JTDBL40E09J037138
2018 NISSAN ALTIMA
1N4AL3APXJC231583
2010 GMC SIERRA
3GTRCVE05AG258533
2008 KIA SORENTO
KNDJD736185812553
2017 NISSAN VERSA
3N1CN7AP1HK407092
2015 FORD FOCUS
1FADP3K28FL244392
2020 HONDA CIVIC
2HGFC2F84LH554430
2014 FORD F-150
1FTFW1ET8EKD22110
2008 FORD FOCUS
1FAHP35N78W108313

1:9,16-2026

MDJ-9106
GPN-17

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1 that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is Henson's Wrecker Service, 1975 Veterans Memorial Hwy, Austell, GA 30168.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **FEBRUARY 13TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St SE, Marietta, GA 30090. Answer forms may also be obtained online at http://www.georgiamagistratecouncil.-com
Vehicle Tag Vin Case #
2012 Mercedes-Benz NOTAG
WDDGF8BBXCR229494 25-L-00049

1:16,23-2026

MDJ-9140
GPN-17
K.O. Towing
344 Kathleen Dr.,
Marietta, GA 30067
Phone: (770)650-1413.

2HNYD2H34CH508435
ACURA MDX 2012 GRAY
WAUCFAFH9BN003772
AUDI A5 2011 BLACK
WBAFR7C55DC828594
BMW 535I 2013 BLUE
WBAFU7C59BC874831
BMW 535xi 2011 WHITE
WBAFR9C5XBC270783
BMW 550i 2011 BLACK
1G6DM577340140106
CADILLAC CTS 2004 GRAY
1G6DG577980200189
CADILLAC CTS 2008 BLACK
1GCEC19WXVE147298
CHEVROLET C/K 1500 1997 GREEN
1G1BC5SM7G7257910
CHEVROLET CRUZE 2016 WHITE
1G1PH5SC0C7303795
CHEVROLET CRUZE 2012 BLUE
2GCEC19T9X1151899
CHEVROLET SILVERADO-1500 1999 GOLD
2C3CDXBG8FH827614
DODGE CHARGER 2015 BLACK
1B8GP34372B560603
DODGE GRANDCARAVAN 2002 SILVER
ZFBCFADH3EZ021139
FIAT 500L 2014 YELLOW
1FMCU0GD0JUC94290
FORD ESCAPE 2018 BURGUNDY
3FADP4BJ7CM153993
FORD FIESTA 2012 BLUE
3FA6P0HD8GR113546
FORD FUSION 2016 GREEN
1HGCP26319A039114
HONDA ACCORD 2009 BLACK
JHMCP26868C057264
HONDA ACCORD 2008 BURGUNDY
5NPE24AF8FH144501
HYUNDAI SONATA 2015 WHITE
5NPE24AF8GH358549
HYUNDAI SONATA 2016 BLACK
JNRBS08W93X400484
INFINITI FX45 2003 WHITE
1C4PJMDX6KD492152
JEEP CHEROKEE 2019 BLACK
1C4RJEBG7EC270974
JEEP GRAND-CHEROKEE 2014 BLACK
1J4PP2GKXBW541127
JEEP LIBERTY 2011 SILVER
KNAFX4A65E5236294
KIA FORTE 2014 SILVER
KNAFU4A23A5823643
KIA FORTE 2010 GRAY
JTHCK262082022459
LEXUS IS 250 2008 BLACK
JTHBE262965002905
LEXUS IS-350 2006 BLACK
2T2HK31U69C119508
LEXUS RX-350 2009 BURGUNDY
5LMJJ2HT7FEJ04016
LINCOLN NAVIGATOR 2015 GRAY
WDDGF8BB5BR147686
MERCEDES-BENZ C-300 2011 BLACK
JA3AJ86E63U006223
MITSUBISHI LANCER 2003 BLACK
1N4BL3AP1DC180080
NISSAN ALTIMA 2013 BLACK
1N4AA5AP7BC805320
NISSAN MAXIMA 2011 BLACK
5N1DR2MMXHC619713
NISSAN PATHFINDER 2017 BLACK
5N1AR2MN3EC604574
NISSAN PATHFINDER 2014 BLUE
3N1AB7AP7HY326983
NISSAN SENTRA 2017 WHITE
3N1CN8DV6ML922576
NISSAN VERSA 2021 BLACK
3N1CN7AP8CL860533
NISSAN VERSA 2012 SILVER
1C6RR7JT1DS572825
RAM RAM 1500 2013 BLACK
JTDBE30K663055671
TOYOTA CAMRY 2006 GREEN
4T1BE32K44U798765
TOYOTA CAMRY 2004 SILVER
5TDKZ3DC6KS997347
TOYOTA SIENNA 2019 GRAY
3VWD07AJ2EM275937
VOLKSWAGEN JETTA 2014 RED

1:16,23-2026

MDJ-9148
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2261 Dixie Ave, Smyrna Ga 30080. The vehicles subject to liens as stated above are identified as:
AUDI 2013 A5 WAULFAFR2DA019797
DDC5513 GA
AUDI 2016 A6 WAUHGAFCXDN125941
SJR1362 GA
BLADE 2021 MOPED
LLPTGKBC5M1010073 NO TAG GA
CHEVROLET 2001 EXPRESS G3500 VANS 1GCHG39R711102702 SMI6766 GA
CHEVROLET 2023 MALIBU
1G1ZD5ST8PF248724 DEP8239 GA
CHEVROLET 2003 MONTE CARLO
2G1WW12E339354539 SGF2760 GA
CHEVROLET 2023 SILVERADO 1500
3GCPDBEK2PG120381 SCA1482 GA
CHEVROLET 2022 TAHOE
1GNSCNKD5NR208723 TFB5913 GA
CHEVROLET 2021 TRAX
KL7CJLSB8MB347674 SLI3025 GA
CHRYSLER 2015 200
1C3CCCAB2FN681459 SFB9775 GA
DODGE 2018 CHALLENGER
2C3CDZAG8JH321514 MAN635 MS
FORD 2010 EDGE
2FMDK3KC3ABA37284 SEQ6362 GA
FORD 2015 FOCUS
1FADP3F23FL214260 CDV8561 GA
FORD 2008 TAURUS X
1FMDK02W88GA11601 SKE2559 GA
FORD 2010 TAURUS
1FAHP2EW5AG107812 S2464288 GA
HONDA 2005 ACCORD
1HGCM56445L005427 SES3349 GA
HONDA 2007 ACCORD
JHMCM56347C020047 RVX7946 GA
HONDA 2010 ACCORD
1HGCP2F32AA023783 NO TAG GA
HONDA 2016 ACCORD
1HGCR2F53GA241851 CZG6424 GA
HYUNDAI 2016 ELANTRA GT
KMHD35LH6GU258397 SCA8382 GA
HYUNDAI 2017 ELANTRA
KMHD74LF3HU109458 CDT3586 NC
HYUNDAI 2024 ELANTRA LIMITED
KMHLP4DG7RU821055 SL1VING AL
JEEP 2016 RENEGADE
ZACCJBBT2GPD26867 ASG4242 WI
KIA 2010 SOUL KNDJT2A22A7137280
S2335523 GA
NISSAN 2004 ALTIMA
1N4BL11DX4C119126 SLT7184 GA
NISSAN 2011 ARMADA
5N1BA0ND0BN608975 SHG2862 GA
NISSAN 2012 MAXIMA
1N4AA5AP1CC814869 SLM5649 GA
NISSAN 2018 ROGUE

KNMAT2MT8JP541558 CZC8639 GA
PETERBILT 2021 579
1XPBDP9X6MD742809 NO TAG UT
WABASH NATIONAL 2008 TRAILER
1JJV532W88L178220 C6070B GA
TOYOTA 2003 CAMRY
4T1BE32K53U224092 SHK0855 GA
TOYOTA 2009 CAMRY
4T1BE46KX9U414169 SBP8843 GA
TOYOTA 2011 CAMRY
4T1BF3EK2BU777094 PTU1110 GA
TOYOTA 2011 SIENNA
5TDYK3DC7BS102379 TDF2651 GA
TOYOTA 2008 YARIS
JTDJT923485201728 RAB6132 GA
VOLKSWAGEN 2013 PASSAT
1VWBP7A3XDC108925 CJA5573 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
BARROW WRECKER SERVICE
2261 DIXIE AVE
SMYRNA GA 30080
770-435-8945
1:16,23-2026

MDJ-9149
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2261 Dixie Ave SE, Smyrna GA 30080.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before, **FRIDAY, FEBRUARY 6TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
BUICK 2013 ENCLAVE
5GAKRCKD3DJ135281 RTS1560 GA
26-L-00040
FORD 2015 TAURUS
1FAHP2D88FG141138 8346AKC KS
26-L-00041
HONDA 2007 CIVIC
2HGFG12617H504240 SLH9768 GA
26-L-00042
HYUNDAI 2011 ELANTRA
5NPDH4AE9BH026646 SJD2827 GA
26-L-00043
LINCOLN 2013 MKX
2LMDJ6JK0DBL03818 SGX2818 GA
26-L-00044
NISSAN 2014 ALTIMA
1N4AL3AP7EC147436 CNA8568 GA
26-L-00045
TOYOTA 2012 COROLLA
2T1BU4EE8CC911082 CTV1656 GA
26-L-00046
VOLKSWAGEN 2007 JETTA
3VWSF71K67M138081 YFK351 GA
26-L-00047
VOLKSWAGEN 2006 NEW BEETLE
3VWRW31C46M408410 CK54QD FL
26-L-00048

1:16,23-2026

MDJ-9150
GPN-17

IN ACCORDANCE WITH OCGA SECTION 40-11-2, THE FOLLOWING VEHICLES HAVE BEEN TOWED AND ARE PRESENTLY BEING STORED AT BARROW WRECKER SERVICE, 2261 DIXIE AVENUE, SMYRNA, GEORGIA 30080, 770-435-8945, AND WILL BE SOLD AT PUBLIC AUCTION ON **THURSDAY, JANUARY 29 TH 2026 AT 11:00 AM**
2005 ACURA MDX 2HNYD18935H529004
2005 ACURA TL 19UUA66275A035552
2010 ACURA TSX JH4CU4F67AC002511
2015 AUDI A6 WAUGFAFC0FN033383
2013 BMW 3 SERIES
WBA3A5C51DJ462028
2015 BMW 3 SERIES
WBA3B5G52FNS17161
2009 CADILLAC CTS
1G6DV57V190127339
2015 CHEVROLET CRUZE
1G1PA5SH7F7270508
2009 CHEVROLET EQUINOX
2CNDL33F896231884
2014 CHEVROLET MALIBU
1G11A5SL4EF264390
2004 CHEVROLET MONTE CARLO
2G1WW12E749380403
2006 CHEVROLET MONTE CARLO
2G1WK151169299906
2007 CHEVROLET TAHOE
1GNFC13J07R216357
2013 DODGE AVENGER
1C3CDZBG0DN719097
2019 DODGE CHALLENGER
2C3CDZAG4KH587355
2022 DODGE CHALLENGER
2C3CDZBT3NH195970
2015 DODGE CHARGER
2C3CDXBG4FH778069
2018 DODGE CHARGER
2C3CDXHG2JH126521
2016 DODGE JOURNEY
3C4PDCAB5GT117977
2010 FORD ESCAPE
1FMCU4K3XAKC46653
2002 FORD EXPLORER
1FMDU64E32UA54799
2008 FORD F-150 1FTRX14W38FB30919
2019 FORD FUSION HYBRID
3FA6P0LU2KR168896
2015 FORD MUSTANG
1FA6P8AM8F5429071
2011 FORD RANGER
1FTKR1ED1BPA07985
2014 FORD TAURUS
1FAHP2E83EG151928
2009 GMC ACADIA
1GKER13D89J136758
2006 GMC ENVOY 1GKDS13S262232339
2006 HONDA CIVIC
2HGFG12836H543136
2008 HONDA CIVIC
JHMFA36278S029026
1998 HONDA CR-V
JHLRD1864WC104771
2008 HONDA PILOT
5FNYF28358B004666
2008 HONDA RIDGELINE
2HJYK162X8H542351
2013 HYUNDAI ELANTRA GT
KMHD35LE6DU096806
2017 HYUNDAI ELANTRA
5NPD84LF0HH151100
2005 HYUNDAI SONATA
KMHWF35H55A097685
2006 INFINITI G35
JNKCV51E56M519387
2013 INFINITI G37 SEDAN
JN1CV6AR7DM756361
2013 INFINITI G37
JN1CV6APXDM718413
2016 INFINITI Q70
JN1BY1AR6GM270893
2003 JAGUAR X-TYPE
SAJEA51D93XD35680
2014 JEEP PATRIOT
1C4NJPBA5ED534385
2014 JEEP PATRIOT
1C4NJPFA3ED600507
2013 KIA FORTE KNAFU4A27D5722223
2012 KIA OPTIMA
5XXGR4A64CG047193
2015 KIA RIO KNADM4A32F6500508
2016 KIA RIO KNADM4A38G6598042
2011 KIA SOUL KNDJT2A24B7271256
2011 MAZDA B-SERIES PICKUP
4F4YR16C4YTM24492
2003 MAZDA PICKUP
4F4YR12D53TM09345
2008 MERCEDES BENZ C-CLASS
WDDGF81X48F099802
2017 NISSAN ALTIMA
1N4AL3AP8HC470026
2014 NISSAN FRONTIER
1N6AD0ER5EN741963
2015 SUBARU WRX
JF1VA1A60F9833108
2021 SUZUKI GSX-R600
JS1GN7FA4M7100103
2004 SUZUKI XL7 JS3TX92V444111558
2007 TAKE THREE VMO TRAILER
1T9TS50367B540184
2024 TAOTAO B200R
L9NLTNBR1R1808556
2002 TOYOTA AVALON
4T1BF28B12U255322
2006 TOYOTA CAMRY
4T1BE32K66U677836
2007 TOYOTA CAMRY
4T1BK46K17U018055
2007 TOYOTA CAMRY HYBRID
4T1BB46K97U021012
2010 TOYOTA CAMRY
4T1BF3EKXAU011760
2011 TOYOTA CAMRY
4T1BF3EKXBU189783
2012 TOYOTA CAMRY
4T4BF1FK2CR208112
2002 TOYOTA COROLLA
1NXBR12E12Z595641
2018 TOYOTA COROLLA
2T1BURHE0JC026459
2011 TOYOTA SIENNA
5TDKK3DC8BS017377
2007 TOYOTA YARIS
JTDBT923571124880
2022 VOLKSWAGEN TAOS
3VVDX7B20NM026074

1:16,23-2026

MDJ-9156
GPN-17
PUBLIC AUCTION
AMERICAN EAGLE TOWING, LLC.
1818 AUSTELL RD.,
MARIETTA, GA 30008
404-409-1795

In accordance with O.C.G.A Section 40-11-2, the following described vehicles have been towed and are presently being stored at American Eagle Towing and will be sold at public auction on **January 31st at 9:00 a.m.** to the highest bidder. All sales are final and sold AS IS. American Eagle Towing, LLC. reserves the right to bid.
25-L-02754
2009 Mercedes-Benz
WDBWK58F49F212029
25-L-02751
2007 Mazda Mazda3
JM1BK32F671652874
25-L-02753
2008 Buick Enclave
5GAER23708J268263
25-L-02755
2008 Ford Edge
2FMDK38C78BA21672
25-L-02757
2013 Hyundai VELOSTER
KMHTC6AD2DU132132
25-L-02758
2016 Jeep Cherokee
1C4PJLCS7GW332230
25-L-02759
2009 Nissan Altima
1N4AL21E59N538183

1:16,23-2026

MDJ-9175
GPN-14
STATE BAR OF GEORGIA
STATE DISCIPLINARY BOARD
NOTICE OF INVESTIGATION
Service by Publication

TO:Charles M. Dalziel, Jr.
Georgia State Bar No. 203730
Re:Office of General Counsel File No. 250144
A Notice of Investigation has been issued in accordance with Bar Rule 4-204.1 based upon a grievance filed against you. Service of a Notice of Investigation by publication is - authorized by Bar Rule 4-204.1 (c).
Pursuant to Bar Rule 4-204.3(a), you are required to file with the State Disciplinary Board member assigned to investigate the grievance filed against you a written response to the Notice of Investigation in the matter within 30 days of January 23, 2026.
Pursuant to Bar Rule 4-204.3(d), your failure to answer the Notice of Investigation may result in your suspension from the practice of law in Georgia until an answer is filed.

1:16,23-2026

MDJ-9176
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2465 Ventura Place Smyrna, Ga 30080. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **02-16-2026**. Answer forms may be found at the Magistrate Court Clerk's office located at: 32 Waddell St SE, Marietta, Ga 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
2021 Ram 3500 Promaster
3C6MRVJGXME580278 TDD0201 GA
Magistrate Court Case No: 26L00062
2009 Chevrolet Aveo
KL1TD56E29B623789 PCQ2651 GA
Magistrate Court Case No: 26L00063
2011 Nissan Altima
1N4AL2AP9BC168794 No Tag
Magistrate Court Case No: 26L00064
2003 Chevrolet Impala
2G1WF52E839387320 RYU3387 GA
Magistrate Court Case No: 26L00065
2011 Hyundai Sonata
5NPEB4AC3BH267879 No Tag
Magistrate Court Case No: 26L00066
2017 Toyota RAV4
2T3YFREV5HW321775 SEU1168 GA
Magistrate Court Case No: 26L00067
2009 Volkswagen Jetta
3VWRJ71K89M091278 SIZ2255 GA
Magistrate Court Case No: 26L00068
2004 Infiniti FX45
JNRBS08W44X403875 RKH1349 GA
Magistrate Court Case No: 26L00069
2005 Mercedes C230
WDBRF40J35F665158 SED9089 GA
Magistrate Court Case No: 26L00070
2003 Ford Explorer
1FMZU64K63UC65573 DDP3769 GA
Magistrate Court Case No: 26L00071
2011 Toyota RAV4
JTMZF4DV7BD029980 SIM6518 GA
Magistrate Court Case No: 26L00072
2007 Ford Edge 2FMDK36CX7BA49709
LBE3501 PA
Magistrate Court Case No: 26L00073
2018 Ford Fusion 3FA6P0LUXJR137927
CUQ9976 GA
Magistrate Court Case No: 26L00074
Howard's Wrecker Service
2465 Ventura Place
Smyrna, Ga 30080 770-432-2613

1:16,23-2026

MDJ-9186
GPN-17
ABANDONED MOTOR VEHICLE
ADVERTISEMENT NOTICE

You are hereby notified, in accordance with OCGA § 40-11-19.1(b)(2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2481 Old Covington Hwy SW Conyers, GA 30012
The vehicles subject to liens as stated above are identified as:
Ford 2011 E250 Vans
1FTNE2EL6BDA18536
TAG# S2480312 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
Quick Drop Impounding, Towing, and Recovery
2481 Old Covington Hwy SW
Conyers GA 30012
678-210-0245
1:16,23-2026

MDJ-9187
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that the references vehicles are subject to a lien and a petition may be filed in the court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The Vehicles are currently located at 2360 Harris Street, Austell, Georgia 30106. Anyone with an ownership interest in these vehicles should contact the following business immediately Business Name:
CSS Transportation
Address 2360 Harris Street,
Austell GA 30106
Telephone #: 770-538-1805
Year / Make Color VIN # Tag # Completed
1 2014 Buick Verano GREY
1G4PR5SK7E4148741 RKL5857 GA
11/26/25
2 1999 Chevrolet Silverado 1500 BROWN 2GCEC19TXX1106499 BSC3973 GA 11/25/25
3 2012 Mazda CX-9 BEIGE JM3TB2BA3C0354731 11/25/25
4 2017 BMW 3 Series white
WBA8F1C50HK825693 JLB7542 OH
11/25/25

1:16,23-2026

MDJ-9188
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta, GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: **02/06/2026**. Answer forms may be found at the Magistrate Court Clerk's office located at:
32 Waddell St SE, Marietta, Ga 30090.
Forms may also be obtained online at www.georgiamagistratecouncil.com.
2022 RAM 3500
3C63RPHL3NG115602 25CINK FL
MAGISTRATE COURT CASE NO:
26-L-00109
2023 KIA FORTE
3KPF24AD5PE600771 SDM5593 GA
MAGISTRATE COURT CASE NO:
26-L-00108
2013 LEXUS IS
JTHCF5C23D5063686 2221KW VA
MAGISTRATE COURT CASE NO:
26-L-00110
2005 TOYOTA CAMRY
4T1BF32KX5U099641 YQE325 GA
MAGISTRATE COURT CASE NO:
26-L-00111
2023 SUBARU CROSSTREK
JF2GTAEC8PH228016 DDY7745 GA
MAGISTRATE COURT CASE NO:
26-L-00113
2013 BUICK VERANO
1G4PP5SK8D4235892 RPX6689 GA
MAGISTRATE COURT CASE NO:
26-L-00112
2008 LINCOLN Mkx
2LMDU88C58BJ33172 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00115
2002 ACURA MDX
2HNYD18612H524725 P9854369 GA
MAGISTRATE COURT CASE NO:
26-L-00114
2010 AUDI A5
WAUWKAFR9AA066488 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00116
2023 VOLKSWAGEN JETTA
3VWBM7BU1PM040470 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00117
2008 BMW 3-SERIES
WBAVA37548NL47087 SGY7630 GA
MAGISTRATE COURT CASE NO:
26-L-00118
2012 JEEP GRAND CHEROKEE
1C4RJEAG6CC217388 ZPM934 GA
MAGISTRATE COURT CASE NO:
26-L-00119
2006 HONDA CIVIC
1HGFA16516L063648 SKB2126 GA
MAGISTRATE COURT CASE NO:
26-L-00120
2023 Ford Edge
2FMPK4K96PBA18972 AW55JW FL
MAGISTRATE COURT CASE NO:
26-L-00121

1:16,23-2026

MDJ-9205
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: CHEVROLET
Year: 2005
Model: Suburban
Vehicle ID #: 3GNEC16Z45G281125
Vehicle License #: NO TAG
Present location of vehicle: **31 Veterans Memorial Hwy SW, Mableton, GA 30126**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9206
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: Nissan
Year: 2021
Model: Rogue
Vehicle ID #: 5N1AT3BA1MC731829
Vehicle License #: NO TAG
Present location of vehicle: **4018 LINDLEY RD, BLDG 300-A, POWDER SPRINGS, GA 30127-2378**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9227
GPN-17
NOTICE OF PRIVATE SALE

The following property will be sold by written bid by 9:00 a.m. MST on **1/23/2026**
2024 Utility VS2DX - 1UYVS2537R3178919
To inquire about this item please call Kerry Hendrickson at 801-624-5193.
Transportation Alliance Bank 4185 Harrison Blvd Ogden, UT 84403

1:16,23-2026

MDJ-9243
GPN-14
COBB COUNTY DOT
SEEKS PUBLIC INPUT AT
PUBLIC OPEN HOUSE FOR
EAST-WEST CONNECTOR
CORRIDOR
IMPROVEMENTS STUDY

The Cobb County Department of Transportation (DOT) will host a Public Open House (POH) on the East-West Connector Corridor Improvements Study. The meeting will be held on January 29, 2026, from 5 p.m. to 7 p.m. at Connection Pointe Church of God (Fellowship Hall), 888 East-West Connector, Austell, GA 30106. **(Attendees should enter the parking lot via Hicks Road and use the side entrance to access the Fellowship Hall).**
The in-person meeting will be held in an open house format, allowing attendees to view exhibits and speak with members of the East-West Connector Corridor Improvements Study project team. **There will be no formal presentation**. Interactive stations will allow the public to provide input on existing conditions and travel needs along the corridor.
Public comments may be submitted in any of the following ways:
1. Complete a Comment Card and place it in the comment box at the meeting.
2. Complete a Comment Card and mail it to:
Cobb County Department of Transportation
1890 County Services Parkway, Marietta, GA 30008
3. Email comments to: **DOTPlanning@cobbcounty.gov**
CCDOT has initiated the Study to evaluate current conditions, identify travel needs, and develop concept alternatives to improve safety, mobility, and operations along the East-West Connector from Powder Springs Road to Cumberland Parkway at the Interstate 285 overpass, including a segment of Atlanta Road between I-285 and Cumberland Parkway.
Visit the project web page to learn more:
https://www.cobbcounty.gov/transportation/transportation-planning/roadway-planning

1:16-2026

8001 Juvenile/Youth/Family

MDJ-9019
GPN-10
IN THE JUVENILE COURT OF
COBB COUNTY, GEORGIA
IN THE INTEREST OF:
M.W.; SEX- F; AGE- 7 mo.;
DOB: 4-20-25; CASE # 25-CV-1307-08
Child under 18 years of age.
NOTICE OF SUMMONS.

TO: the Mother, Tasia Webb, and the unknown unnamed father.
YOU ARE FURTHER NOTIFIED that a petition for guardianship has been filed in the Cobb County Juvenile Court and that by reason of an Order for service by publication entered by the court.
YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County, Georgia, in Marietta, Georgia, on the February 4, 2026, a 9:00 o'clock a.m. The hearing is for the purpose of determining whether a permanent guardian should be appointed over the person and property of the child.
A copy of the petition for permanent guardianship may be obtained from the clerk of the Cobb County Juvenile Court, which is located at 32 Waddle Street, Marietta, 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, the copy will be mailed to you.
The child is in the present temporary custody the department of family and children services.
The general nature of the allegations is that the unknown unnamed father has abandoned the child.
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, Justin M. Schneider, 3600 Dallas Highway, Suite 230, #137, Marietta, Georgia 30064, 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
Wayne E. Grannis,
Judge of said court.
This 5th day of January 2026.
CLERK JOYCE E. HOLMON
JUVENILE COURT OF
COBB COUNTY

1:9,16,23,30-2026

8002 Local Legislation

MDJ-9135
GPN-13
NOTICE OF INTENTION TO
INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the 2026 regular session of the General Assembly of Georgia a bill to amend an Act creating the State Court of Cobb County, approved March 26, 1964 (Ga. L. 1964, p. 3211), as amended; and for other purposes.

1:16-2026

8003 Public Hearing

MDJ-9232
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 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00 "Nonconforming Uses". 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 February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2025, at 6:30 p.m. Both meetings will 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/**

1:16-2026

MDJ-9233
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for the adoption of the official City of Kennesaw 2026 Zoning Map. A copy of the map is on file in the Planning and Zoning office located at 3080 Moon Station Rd, Kennesaw, GA 30144 for viewing during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
Said meeting shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2026, 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/**

1:16-2026

MDJ-9234
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Walton Communities, LLC. Said request is to rezone two (2) parcels located at 1600 Old 41 Hwy (20021200130 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District to develop a multi-family residential community consisting of one hundred eighty-two (182) dwelling units. The parcels lie in Land Lot 212, Tax Parcels 13 & 156 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

MDJ-9235
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Dean Klein. Said request is to rezone approximately 0.11 +/- acres of unassigned right-of-way (ROW) fronting 2995 and 2997 N Main Street (20013900140 & 20013900130) to R-15, Single-Family Residential. The parcels lie in Land Lot 139, Tax Parcels 14 & 13 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

8004 Public Sales/Auctions

MDJ-8938
GPN-17
STORAGE TREASURES AUCTION

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
1897 West Oak Pkwy, Marietta, GA 30062 for January 27, 2026 at 11:30 am.
Rosie Page
Unit# 1534
Household items
Rose Page
Unit# 1608
Household items
Rosie Page
Unit# 2622
Household items
The auction will be listed and advertised on **www.storagetreasures.com**. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

1:9,16-2026

MDJ-9009
GPN-17
NOTICE OF PUBLIC SALE

The following self-storage Cube contents containing household and other goods will be sold for cash by **CubeSmart** Asset Management, LLC as Agent for Owner **[381 Veterans Memorial Hwy SW Mableton Ga 30126]** to satisfy a lien on **[February,12 2026] at approx. [

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: February 9, 2026

TITLE: **Ordinance: Rezoning Request for 2995 & 2997 N Main Street**
Consideration for approval of an ordinance authorizing a rezoning request submitted by Dean Klein for the unassigned right-of-way (ROW) located at 2995 & 2997 N Main Street (parcel # 20013900140, 20013900130). Case #RZ2026-02

Summary:
Said request is to rezone the unassigned right-of-way (ROW) located at 2995 & 2997 N Main Street (Parcel # 20013900140 & 20013900130) to R-15, Single Family Residential. The property consists of 0.11+/- acres and lies in Land Lot 139 and Tax Parcels 14 & 13. This public hearing was advertised in the Marietta Daily Journal on January 16, 2026 and signs have been posted to the site. At the February 4, 2026 Planning Commission meeting, the Planning Commission unanimously recommended approval.

Recommendation:
Planning and Zoning recommends approval.

Fiscal Impact:

Attachments:
1. ORD 2026- 2995 & 2997 N Main St_Unassigned Right of Way
2. RZ2026-02_2995 & 2997 N Main St_Staff Analysis
3. RZ2026-02_2995 & 2997 N Main St_Application Packet
4. 02-04-26 Planning Commission Action Minutes
5. 2026-01-16 Zoning Public Hearing Legal Ad

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2026-__

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM UNASSIGNED RIGHT- OF -WAY TO CITY R-15, SINGLE FAMILY RESIDENTIAL FOR THE PROPERTY LOCATED AT 2995 & 2997 N MAIN STREET

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

WHEREAS, Dean Klein made an application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from **UNASSIGNED RIGHT - OF - WAY to CITY R-15, SINGLE FAMILY RESIDENTIAL;** for unassigned right-of-way fronting 2995 & 2997 N. Main Street (Parcel # 20013900130 & 20013900140), identified as 20th District containing +/- 0.11 (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on January 16, 2026 of a public hearing before the Kennesaw Planning Commission held on February 4, 2026 and the Mayor and Council on February 16, 2026; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held February 4, 2026; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held February 16, 2026; and

WHEREAS, the Mayor and Council have determined that the proposed amendment to the Official Zoning Map is in the public interest and meets the standards established in the Kennesaw Zoning Code.

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from **UNASSIGNED RIGHT-OF-WAY to CITY R-15, SINGLE FAMILY RESIDENTIAL** for the following described property:

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.52' TO A #4 REBAR FOUND AT THE POINT OF BEGINNING; THENCE RUNNING NORTH 21 DEGREES 50 MINUTES 42 SECONDS EAST 25.06' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 90.29' TO APOINT; THENCE RUNNING SOUTH 13 DEGREES 24 MINUTES 40 SECONDS WEST 25.27' TO A NAIL FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 68 DEGREES 09 MINUTES 18 SECONDS WEST 94.00' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.05 ACRES AND PRESENTLY KNOWN UNDER THE CURRENT NUMBERING SYSTEM AS 2995 NORTH MAIN ST.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING NORTH 22 DEGREES 09 MINUTES 49 SECONDS EAST 25.00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.38' TO A POINT; THENCE RUNNING SOUTH 21 DEGREES 50 MINUTES 42 SECONDS WEST 25.27' TO A #4 REBAR FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 09 MINUTES 18 SECONDS WEST 104.52' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.06 ACRES AND PRESENTLY KNOWN UNDER THE CURRENT NUMBERING SYSTEM AS 2997 NORTH MAIN STREET.

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation from **UNASSIGNED RIGHT OF WAY to R-15, SINGLE FAMILY RESIDENTAIL** for **+/-** 0.11.

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and

phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from 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 February 2026.

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW:

_____
Derek Easterling, Mayor

DIRECTOR OF PLANNING & ZONING
CHANELLE CAMPBELL

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

CONTACT US

OFFICE: (770) 590-8268
WEBSITE: www.kennesaw-ga.gov
EMAIL: zoningdept@kennesaw-ga.gov

MAYOR AND COUNCIL
FEBRUARY 16, 2026

PLANNING COMMISSION
FEBRUARY 4, 2026

LEGAL ADVERTISEMENTS
JANUARY 16, 2026

PUBLIC NOTICE SIGN
JANUARY 16, 2026

APPLICATION SUBMITTED
DECEMBER 19, 2025

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-02

Property Addresses
2995 & 2997 N Main St

Applicant
Dean Klein

Representative
N/A

Property Owner
Dean Klein

Current Zoning
Right of Way (ROW)

Future Land Use Category
N/A

Project Request: Rezone property from unassigned Right of Way (ROW) fronting 2995 and 2997 N Main Street to R-15, Single Family Residential.



Aerial view of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: No
Historic District: Yes
Cemetery: No **Floodplain:** No **Stream:** No
Parcel ID #: 20013900130 & 20013900140
Land Lot #: 139 **Tax Parcel #:** 13 & 14
Acres: 0.11 +/-

RECOMMENDATION

Staff Recommendation:
Approval the rezoning application

Please see page 12 for basis for recommendation.

ADJACENT PROPERTY DETAILS

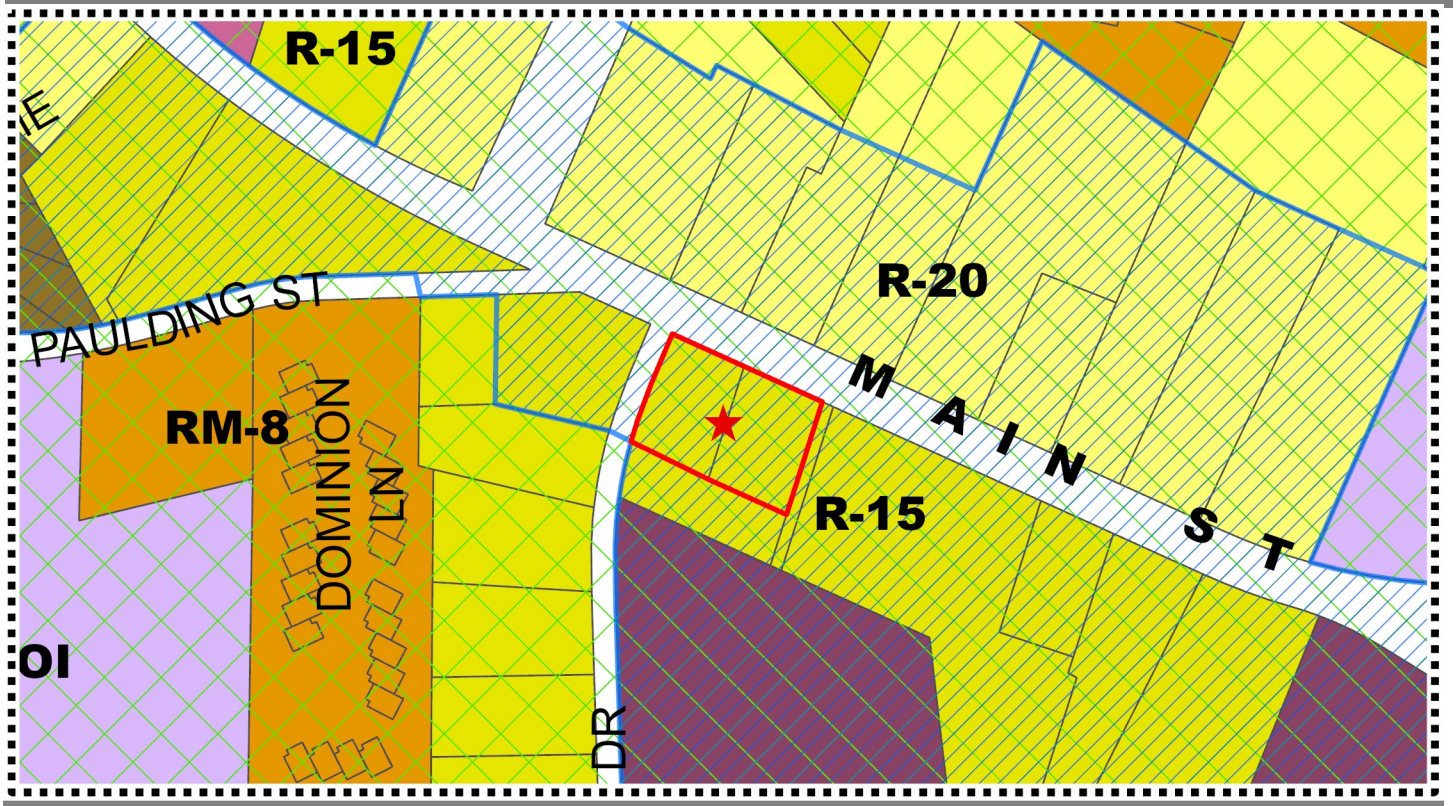
Surrounding Zoning Dist. and Future Land Use

North: N Main St
Zoning: R-20, Single Family Residential
Future Land Use: Residential Low/Medium (RL)
South: No Street
Zoning: R-15, Single Family Residential
Future Land Use: Residential Low/Medium (RL)
East: No Street
Zoning: R-15, Single Family Residential
Future Land Use: Residential Low/Medium (RL)
West: No Street
Zoning: R-15, Single Family Residential
Future Land Use: Residential Low (RL)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-02

ZONING MAP



LEGEND

Zoning Districts

CBD	HI	OI	R-12	RA-5
CRC	LI	PBSH	R-15	RA-6
FST	MHP	PSC	R-20	RM-8
GC	NRC	PUD-R	R-30	RM-12
HGB	NS	PVC	R-40	RM-16
		R-10	RA-4	UVC

Form Based Code

- Open Space
- T-3
- T-4L
- T-4O
- T-5

Zoning Overlays

- Airport Hazard District
- Conservation Subdivision
- Historic Districts
- Historic Preservation Village
- Senior Living

The subject parcels are currently zoned R-15, Single Family Residential, and are surrounded by established single family neighborhoods on three sides. Properties to the west and east share the same R-15 zoning designation, while the parcels to the north are zoned R-20, Single Family Residential, representing a slightly lower density residential pattern. To the south, the adjoining properties are zoned Central Business District (CBD), creating a natural transition from traditional residential uses to a more intensive mixed-use environment that blends commercial, retail, and residential activities.

In addition, the subject parcels are located within the Historic District, specifically the Norh Main Street historic district which emphasizes the early road patterns, “old wagon roads,” and the architectural styling which reflects economic and cultural trends that influenced the community over the last century.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-02

EXISTING SITE CONDITIONS - 2995 N Main St





STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-02

EXISTING SITE CONDITIONS - 2997 N Main St





STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

DESCRIPTION OF ZONING REQUEST: **REZONING**

REZONING:
The applicant is requesting to rezone approximately 0.11 +/- acres of unassigned Right-of-Way (ROW) fronting 2995 and 2997 N Main Street to R-15, Single Family Residential. The purpose of the request is to incorporate the ROW area into the adjoining residential parcels, thereby expanding the existing lots and bringing them into a more consistent configuration for future use and maintenance.

APPLICATION DETAILS

Pre-Application Meeting
November 14, 2025

Application Submitted
December 19, 2025

Fees Paid
$375.00 (Rezoning)

Certified Letters Mailed
January 12, 2026

UNIFIED DEVELOPMENT CODE

Section 2.01.03.04 - Lot size, setback and building height requirements for developments within the R-15, Single Family Residential

Purpose and intent. The R-15 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

Minimum lot size:	15,000 sq. ft. The Zoning Administrator shall not be authorize a recommend a variance for more than 25 percent of the minimum lot size.
Minimum floor area:	1,400 sq. ft.
Minimum lot width at front setback line:	75 ft.; cul-de-sac, 60 ft.
Minimum public road frontage:	75 ft.; cul-de-sac, 50 ft.
Maximum cover:	35%
Maximum building height:	35 ft.
Minimum building setbacks:	(a) Front yard as measured from arterial: 40 feet (b) Front yard as measured from collector: 40 feet (c) Front yard as measured from local: 35 feet (d) Side yard (aka minor side yard): 10 feet (e) Rear yard: 30 feet (f) Major side: 25 feet

PROPOSED SITE PLAN

ZONING CASE #: RZ2026-01

RESERVED FOR THE CLERK OF COURTS

LEGEND AND SYMBOLS USED

- IPF - Iron Pin Found
- IPS - Iron Pin Set (1/2" Capped Rebar)
- RBF - Rebar Found
- OTF - Open Top Pipe Found
- CTF - Crimped Top Pipe Found
- MON - Monument Found
- CMF - Concrete Monument Found
- CP - Calculated Point
- PP - Power Pole
- LP - Light Pole
- PED - Utility Pedestal
- FH - Fire Hydrant
- WM - Water Meter
- WV - Water Valve
- GM - Gas Meter
- SMH - Sewer Manhole
- CB - Catch Basin
- DI - Drop Inlet
- C/O - Cleanout
- PBX - Power Box
- Deciduous Tree
- Coniferous Tree
- CMP - Corrugated Metal Pipe
- RCP - Reinforced Concrete Pipe
- R/W - Right of Way
- N/F - Now or Formerly
- DB, PG - Deed Book and Page
- PB, PG - Plat Book and Page
- POB - Point of Beginning
- P = PLAT
- D =DEED
- M = MEASURED

SURVEYOR'S NOTES:

1. The field data upon which this plat is based has a relative positional accuracy of 0.02 feet.

2. This plat has been calculated for closure and has a mathematical error of 1: 300,000+.

3. Field angles and measurements acquired for the production of this plat were obtained on 10/15/25 using a Leica TCRP 1203 Total Station.

4. This plat was prepared without benefit of a current title examination. Easements or other encumbrances may exist which are not shown hereon. All matters pertaining to title are excepted.

5. No provisions have been made to secure the delineation of any wetlands, historical, or cultural features that may exist on this property.

6. Information regarding the reputed presence, size, character, and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his employees, his consultants, his contractors and/or his agents shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information shown hereon as to such underground installations.

7. The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief; and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.

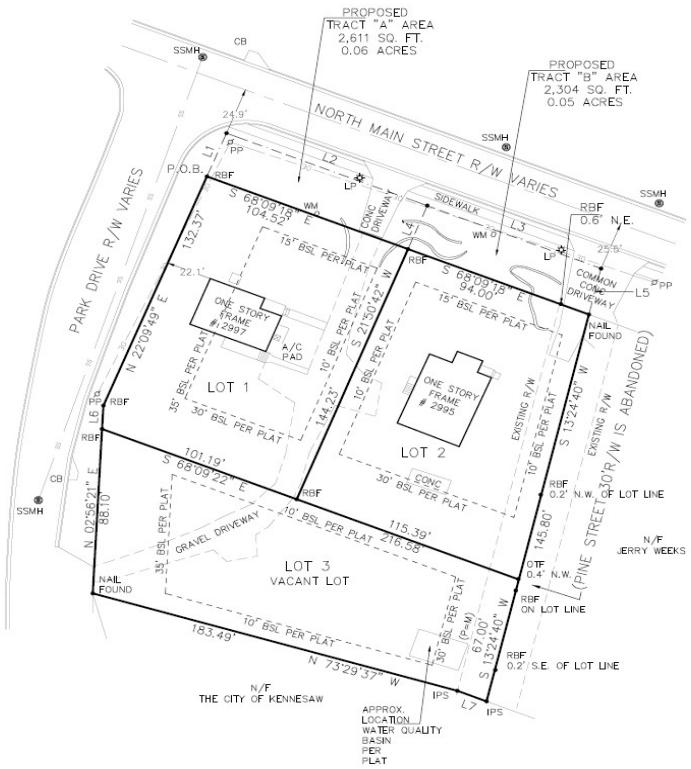
SURVEYOR'S CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

John C.Groves, Jr, RLS 3237

GEORGIA REGISTERED No. 3237 PROFESSIONAL LAND SURVEYOR JOHN C. GROVES JR.

LINE	BEARING	LENGTH
L1	N 22°09'49" E	24.95'
L2	S 68°09'18" E	104.52'
L3	S 68°09'18" E	94.00'
L4	S 21°50'42" W	25.00'
L5	S 13°24'40" W	25.27'
L6	N 02°56'21" E	12.54'
L7	N 68°10'09" W	13.17'



SURVEY BASED LEGAL DESCRIPTIONS

2995 NORTH MAIN ST

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104,52' TO A #4 REABR FOUND AT THE POINT OF BEGINNING; THENCE RUNNING NORTH 21 DEGREES 50 MINUTES 42 SECONDS EAST 25,00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 90,29' TO APOINT; THENCE RUNNING SOUTH 13 DEGREES 24 MINUTES 40 SECONDS WEST 25,27' TO A NAIL FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 68 DEGREES 09 MINUTES 18 SECONDS WEST 94,00' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0,05 ACRES.

2997 NORTH MAIN STREET

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING NORTH 22 DEGREES 09 MINUTES 49 SECONDS EAST 25,00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104,38' TO A POINT; THENCE RUNNING SOUTH 21 DEGREES 50 MINUTES 42 SECONDS WEST 25,27' TO A #4 REBAR FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 09 MINUTES 18 SECONDS WEST 104,52' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0,06 ACRES.

LOT 1 AREA
15,108 SQ. FT.
0.35 ACRES

LOT 2 AREA
15,100 SQ. FT.
0.35 ACRES

LOT 3 AREA
15,554 SQ. FT.
0.36 ACRES

FOOTHILLS LAND SURVEYING
3380 TRICKUM ROAD
BUILDING 300
WOODSTOCK, GA 30188
(678) 533-8637
www.foothillslandsurveying.com
GA LSF #1152

BOUNDARY SURVEY PREPARED FOR
DEAN KLEIN
MARY KLEIN

ROCHWALSKYS CORNER
LOCATED IN LAND LOT 139
20TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

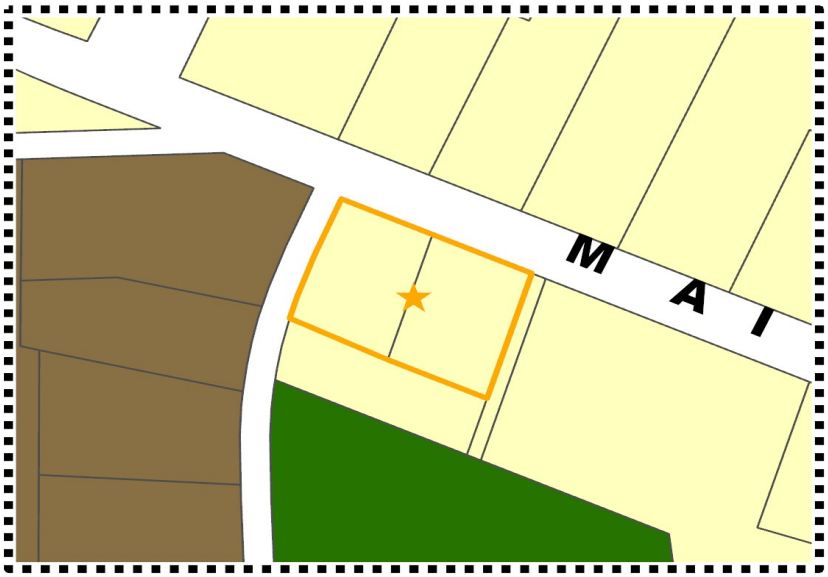
DATE: 10/20/25
SCALE: 1"=40'
DRAWING: 25-305
COORD:
REVISIONS:

SHEET #: 1 of 1

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

FUTURE LAND USE CATEGORY



LEGEND

Future Land Use

- CAC - Community Activity Center
- DAC - Downtown Activity Center
- I - Industrial
- NAC - Neighborhood Activity Center
- PI - Public Service/Institutional
- PRC - Park/Recreation/Conservation
- PUD - Planned Unit Development
- RAC - Regional Activity Center
- RH - Residential High
- RL - Residential Low/Medium
- TCU - Transportation Communication Utilities

RL - RESIDENTIAL LOW/MEDIUM

These are areas of residential land uses within the City. This may be single-family or multi-family housing. New development should reflect the character of the surrounding development.

Recommendations:

- Density: 1-4 units per acre
- internal amenities
- Walkable; Connectivity to adjacent parcels
- Conservation of natural resources
- Percentage of housing dedicated to being affordable*

* Affordable based on the definitions and standards provided by the United States Housing and Urban Development.

FUTURE LAND USE ANALYSIS

The Comprehensive Plan designates the subject property as Residential Low/Medium, a land use category intended to accommodate traditional single-family dwelling units. This designation supports neighborhoods characterized by lower density residential development, reinforcing a stable, predictable pattern of detached housing. The classification also reflects the community's long-term vision for maintaining compatible residential character while allowing for modest infill opportunities that align with surrounding development patterns.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

TRANSPORTATION DATA:

AERIAL OF ROAD #1



ROAD #1

Roadway Name
North Main Street

Roadway Classification
Arterials

Speed Limit
25 MPH

Minimum Width of Right-of -Way requirement
100-feet

AERIAL OF ROAD #2

ROAD #2

Roadway Name

Roadway Classification

Speed Limit

Minimum Width of Right-of-Way requirement

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

ENVIRONMENTAL

Floodplain:
___ Yes
✓ No
___ Not Verified

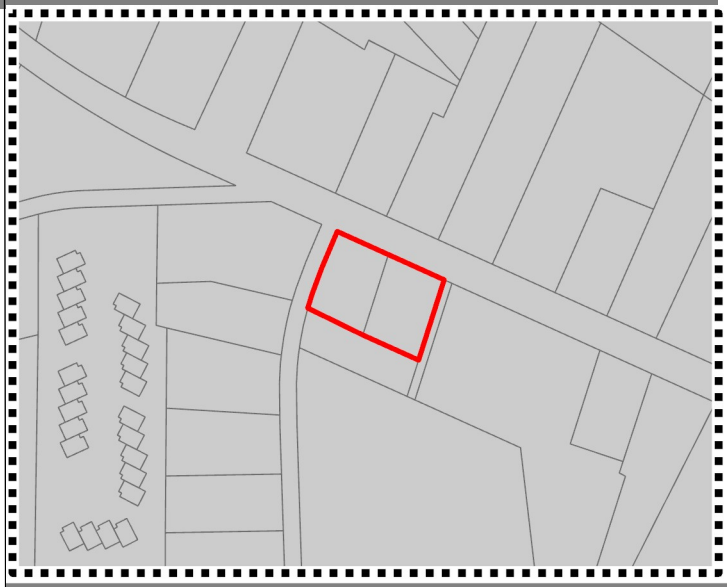
Wetlands:
___ Yes
✓ No
___ Not Verified

Drainage Basin:
___ None
___ FEMA 100-year floodplain area
___ Flood Damage Prevention Ordinance[1]
___ Project subject to Cobb County Damage Prevention Requirements
___ Dam Breach Zone (Upstream)[2]
___ Owner/Developer is responsible for obtaining any required wetland permits from the United States Army Corps of Engineers

Streams and Creeks:
___ Metropolitan River Protection Area[3]
___ Chattahoochee River Corridor Tributary Area[4]
___ Georgia Erosion-Sediment Control Law and County Ordinance[5]
___ Georgia DNR Variance for work being done in 25-foot stream bank buffers (may be required)
___ City Stream Buffer Required
___ No Stream Buffer Required

1. Designated flood hazard
2. Need to keep residential buildings out of hazard.
3. Within 2000-feet of the Chattahoochee River. ARC review 35-feet undisturbed buffer each side of waterway.
4. Cobb County review (___-feet undisturbed buffer on each side)
5. State of Georgia and Cobb County review.

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

- A
- AE
- AE, Floodway
- X, 0.2 Pct Annual Chance
- Subject Property
- Land Lots
- Kennesaw City Limits

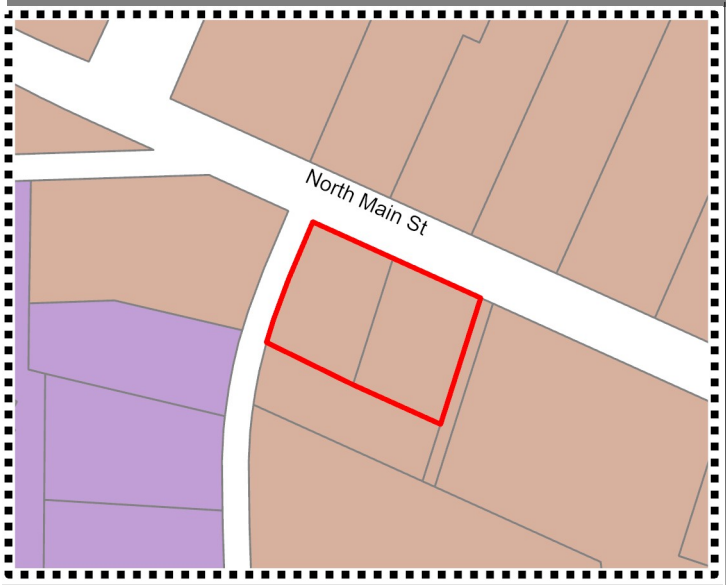
ADDITIONAL COMMENTS REGARDING PROJECT:

- Developer may be required to install/upgrade water mains based on fire flow test results or Fire Department code. This will be resolved in the plan review process.
- Developer will be responsible for connecting to the existing County water and sewer systems, installing and/or upgrading all outfalls and water mains and obtaining on and/or off site easements, dedication of on and/or off site water and sewer to Cobb County, as may be required. Rezoning does not guarantee water/ sewer availability/capacity unless so stated in writing by the Cobb County Water System. Permit issuances subject to continued treatment plant compliance with EPD discharge requirements.
- Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

AREA DESIGNATION



LEGEND

Kennesaw Areas

- Cobb Parkway Commercial Corridor
- Ridenour
- West Pine Mountain
- East Pine Mountain Revitalization
- Kennesaw Due West
- Cobb International Industrial Corridor
- Kennesaw Marketplace
- Barrett and Old 41
- Jiles and Baker
- Swift-Cantrell
- Campus Living
- Cherokee Street Commercial Corridor
- North Cherokee
- Moon Station Industrial Corridor
- Historic Central Business District
- In-Town Living
- McCollum Industrial Corridor

HISTORIC CENTRAL BUSINESS DISTRICT

The Historic CBD area includes the Central Business District, the five historic districts and the study area of the City's Livable Centers Initiative (LCI). The area spans a distance along the northern edge of the Cobb Parkway Commercial Corridor from McCollum Parkway to near Jiles Road, northward to Matlock Drive on Moon Station Road, also northward to Pine Hill Drive on Cherokee Street and to South Main Street at McCollum Parkway. Currently, this area is composed of a mix of land uses, historical and cultural resources, businesses, homes and neighborhoods and architectural styles and elements. Overall, this area is in the process of revitalization and reinvestment.

AREA DESIGNATION ANALYSIS

The site is located within the historic central business district. According to the Area Policy Matrix in the Comprehensive Plan, development within this area should maintain adequate building and landscaping setbacks that promote safety and market visibility that encourages comparable architectural styles that maintain the regional character. The request would align the zoning designation of the ROW with the surrounding residential pattern and support the continued stability of the neighborhood.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-01

PLANNING AND ZONING

Site Visit:
___ Yes
☑ No

Staff Member:
Name: N/A
Date of Visit: N/A

Land Use Recommendation:
Residential development is a compatible use

Historic Preservation:
Located in the historic district

Cemetery Preservation:
No cemeteries on site

DEPARTMENT COMMENTS

Engineering: No Comments

Public Works: No Comments

Building Services: No Comments

Cobb County Fire: None provided

Cobb County Water: None provided

ZONING ADMINISTRATOR'S RECOMMENDATION: **APPROVAL**

Planning and Zoning staff recommends to **approval** of the rezoning request.

BASIS FOR PLANNING AND ZONING'S RECOMMENDATION:

In 2025, the Mayor and Council approved the sale of the right-of-way fronting the properties located at 2995 and 2997 N Main Street. This action authorized the transfer of the unused ROW area to the adjoining property owners, allowing the land to be incorporated into the existing residential parcels and better aligned with current and future land-use needs.

The proposed rezoning and lot expansion are administrative in nature and do not alter the use, intensity, or function of the surrounding properties. The request is consistent with the established residential pattern and does not introduce any changes that would impact adjacent parcels or modify the existing neighborhood character. For these reasons, staff recommends approval of the request to rezone.

PLANNING COMMISSION RECOMMENDATION:

At the February 4, 2026 meeting, the Planning Commission unanimously recommended approval.

MAYOR AND COUNCIL DECISION:

To be determined on February 16, 2026

City of Kennesaw, GA

REZONING APPLICATION

Date Received 12/19/25
Staff's Initials CMC

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

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

Date of Consultation ____ Staff's Initials ____

REZONING PROPERTY ADDRESS LEGAL DESCRIPTION DEFINED BOUNDARIES

Land Lot ____ Tax Parcel ____ Lot Size ____

Resident Population ____ Housing Units ____ Other Buildings ____

Zoning Request from:

Present Zoning NO PRESENT ZONING To: R15

For the purpose of: COMBINE ROW TO EXISTING PARCEL

APPLICANT EMAIL [redacted]

Applicant Address 2995 N. MAIN ST. KENNESAW, GA 30144

(Phone #) [redacted]

Applicant Signature [signature] Date 12-16-25

Signed, sealed and delivered in presence of: [signature]
Notary Date

INDIA E ALDRED NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES 07/04/2027 12/16/25

REPRESENTIVE ____

(Fax #) ____ (Work#) ____ (Cell#) ____

Representative Signature ____ Date ____

Signed, sealed and delivered in presence of: ____
Notary Date

* TITLEHOLDER: Ricky Stewart (Phone #) [redacted]

Signature: [signature] Address 3050 CHEROKEE STATION RD

Signed, sealed and delivered in presence of: [signature]
Notary Date 12/16/2026

KEVIN CHERKWOOD NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 25, 2026



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

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

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

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

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 2053

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate form must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? NO

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

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

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

_____

_____

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

_____

_____

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

I certify that the foregoing information is true and correct, this 16th day of DECEMBER, 2025

_____

Applicants Signature

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

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

Section 1908 Standards for Decisions- Rezoning

Section 1908 of the Kennesaw Zoning Code details thirteen zoning review factors, which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. Please provide responses to the following using additional pages if necessary

	COMMENTS
(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objective?	YES
2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets?	NO IMPACT
(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers?	NO RELATION
(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the city?	NO INFLUENCE
(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air?	NO INFLUENCE
(6) Would the proposed amendment tend to cause, prevent, or have no influence on the overcrowding of land?	NO INFLUENCE
(7) Would the proposed amendment tend to cause, prevent, or have no relationship on the population distribution within the city creating any area as dense in population as to adversely affect the health, safety, and general welfare of the city?	NO RELATION
(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?	NO IMPACT
(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?	NONE
(10) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds?	NO ADDITIONAL
(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area?	NO INFLUENCE
(12) Would the proposed amendment have measurable adverse economic effect on the value of the surrounding or adjacent property?	NO

CERTIFICATION AUTHORIZATION

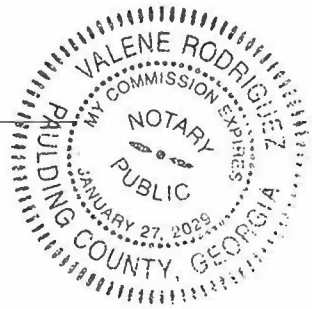
I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out on 1-12-26 in accordance with the application requirements.

1-12-26
Date

Applicant or Authorized Agent

Sworn and subscribed before me this 12th day of January 2026

Valene Rodriguez
Notary Public



RESERVED FOR THE CLERK OF COURTS

LEGEND AND SYMBOLS USED

- IPF - Iron Pin Found
- IPS - Iron Pin Set (1/2" Capped Rebar)
- RBF - Rebar Found
- OTF - Open Top Pipe Found
- CTF - Crimped Top Pipe Found
- MON - Monument Found
- CMF - Concrete Monument Found
- CP - Calculated Point
- PP - Power Pole
- LP - Light Pole
- PED - Utility Pedestal
- FH - Fire Hydrant
- WM - Water Meter
- WV - Water Valve
- GM - Gas Meter
- SMH - Sewer Manhole
- CB - Catch Basin
- DI - Drop Inlet
- C/O - Cleanout
- PBX - Power Box
- Deciduous Tree
- Coniferous Tree
- CMP - Corrugated Metal Pipe
- RCP - Reinforced Concrete Pipe
- R/W - Right of Way
- N~F - Now or Formerly
- DB, PG - Deed Book and Page
- PB, PG - Plat Book and Page
- POB - Point of Beginning
- P = PLAT
- D =DEED
- M = MEASURED

SURVEYOR'S NOTES:

1. The field data upon which this plat is based has a relative positional accuracy of 0.02 feet.

2. This plat has been calculated for closure and has a mathematical error of 1: 300,000+.

3. Field angles and measurements acquired for the production of this plat were obtained on 10/15/25 using a Leica TCRP 1203 Total Station.

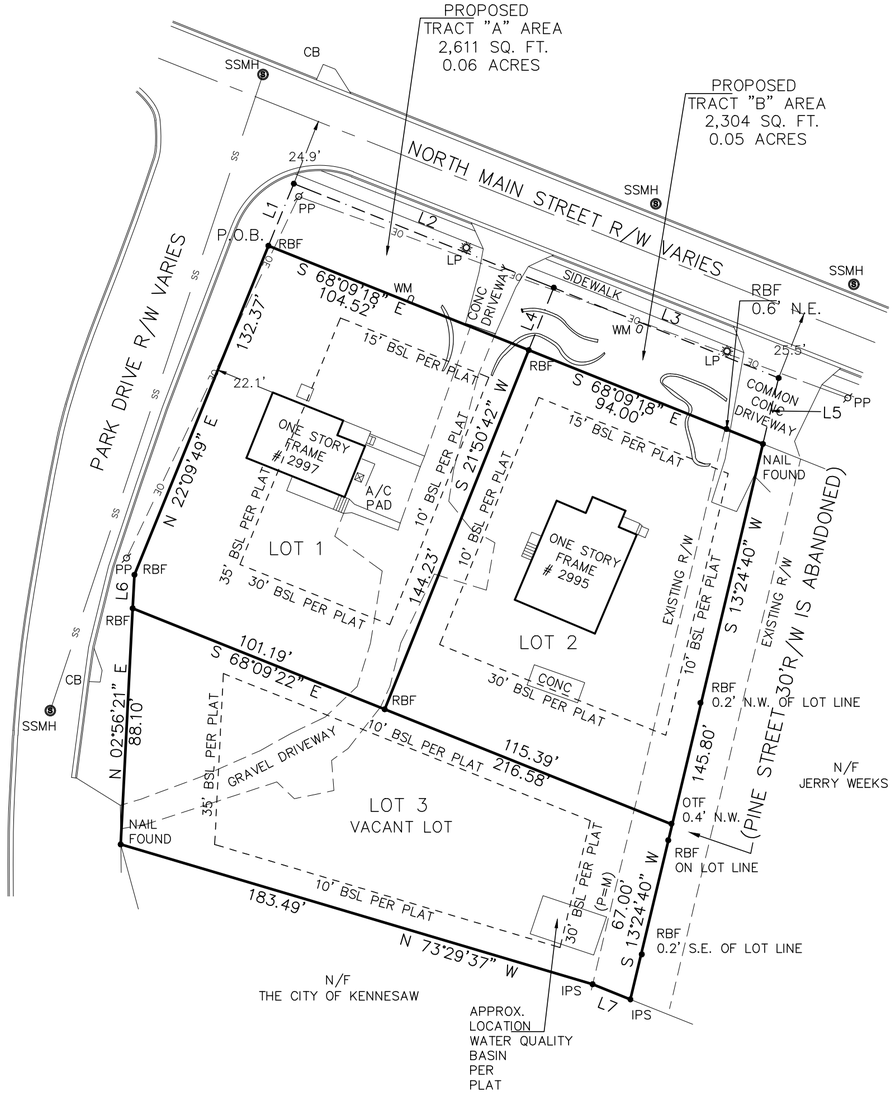
4. This plat was prepared without benefit of a current title examination. Easements or other encumbrances may exist which are not shown hereon. All matters pertaining to title are excepted.

5. No provisions have been made to secure the delineation of any wetlands, historical, or cultural features that may exist on this property.

6. Information regarding the reputed presence, size, character, and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his employees, his consultants, his contractors and/or his agents shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information shown hereon as to such underground installations.

7. The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief; and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.

LINE	BEARING	DISTANCE
L1	N 22°09'49" E	25.00'
L2	S 68°09'18" E	104.38'
L3	S 68°09'18" E	90.29'
L4	S 21°50'42" W	25.06'
L5	S 13°24'40" W	25.27'
L6	N 02°56'21" E	12.54'
L7	N 68°10'09" W	15.17'



SURVEY BASED LEGAL DESCRIPTIONS

2995 NORTH MAIN ST

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.52' TO A #4 REABR FOUND AT THE POINT OF BEGINNING; THENCE RUNNING NORTH 21 DEGREES 50 MINUTES 42 SECONDS EAST 25.06' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 90.29' TO APOINT; THENCE RUNNING SOUTH 13 DEGREES 24 MINUTES 40 SECONDS WEST 25.27' TO A NAIL FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 68 DEGREES 09 MINUTES 18 SECONDS WEST 94.00' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.05 ACRES.

2997 NORTH MAIN STREET

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING NORTH 22 DEGREES 09 MINUTES 49 SECONDS EAST 25.00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.38' TO A POINT; THENCE RUNNING SOUTH 21 DEGREES 50 MINUTES 42 SECONDS WEST 25.27' TO A #4 REBAR FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 09 MINUTES 18 SECONDS WEST 104.52' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.06 ACRES.

LOT 1 AREA
15,108 SQ. FT.
0.35 ACRES

LOT 2 AREA
15,100 SQ. FT.
0.35 ACRES

LOT 3 AREA
15,554 SQ. FT.
0.36 ACRES

SURVEYOR'S CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

John C.Groves, Jr. RLS 3237

GEORGIA REGISTERED No. 3237 PROFESSIONAL LAND SURVEYOR JOHN C. GROVES, JR.

0 40 80 120

FOOTHILLS LAND SURVEYING
3380 TRICKUM ROAD
BUILDING 300
WOODSTOCK, GA 30188
(678) 533-8637
www.foothillslandsurveying.com
GA LSF #1152

BOUNDARY SURVEY PREPARED FOR
DEAN KLEIN
MARY KLEIN

ROCHWALSKYS CORNER
LOCATED IN LAND LOT 139
20TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

DATE: 10/20/25
SCALE: 1"=40'
DRAWING: 25-305
COORD:
REVISIONS:

SHEET #: 1 of 1

January 13, 2026

Subject: Please Take Notice - Notification of Nearby Zoning Application
2995 N Main Street & 2997 N Main Street, Kennesaw, GA 30144
Parcel ID(s): 20013900140, 20013900130

To whom it may concern,

This correspondence is to formally notify you that the City of Kennesaw Planning and Zoning Department has received a zoning application for a parcel of land within two hundred feet of your property. As a nearby property owner, you have the right to be informed of potential zoning changes.

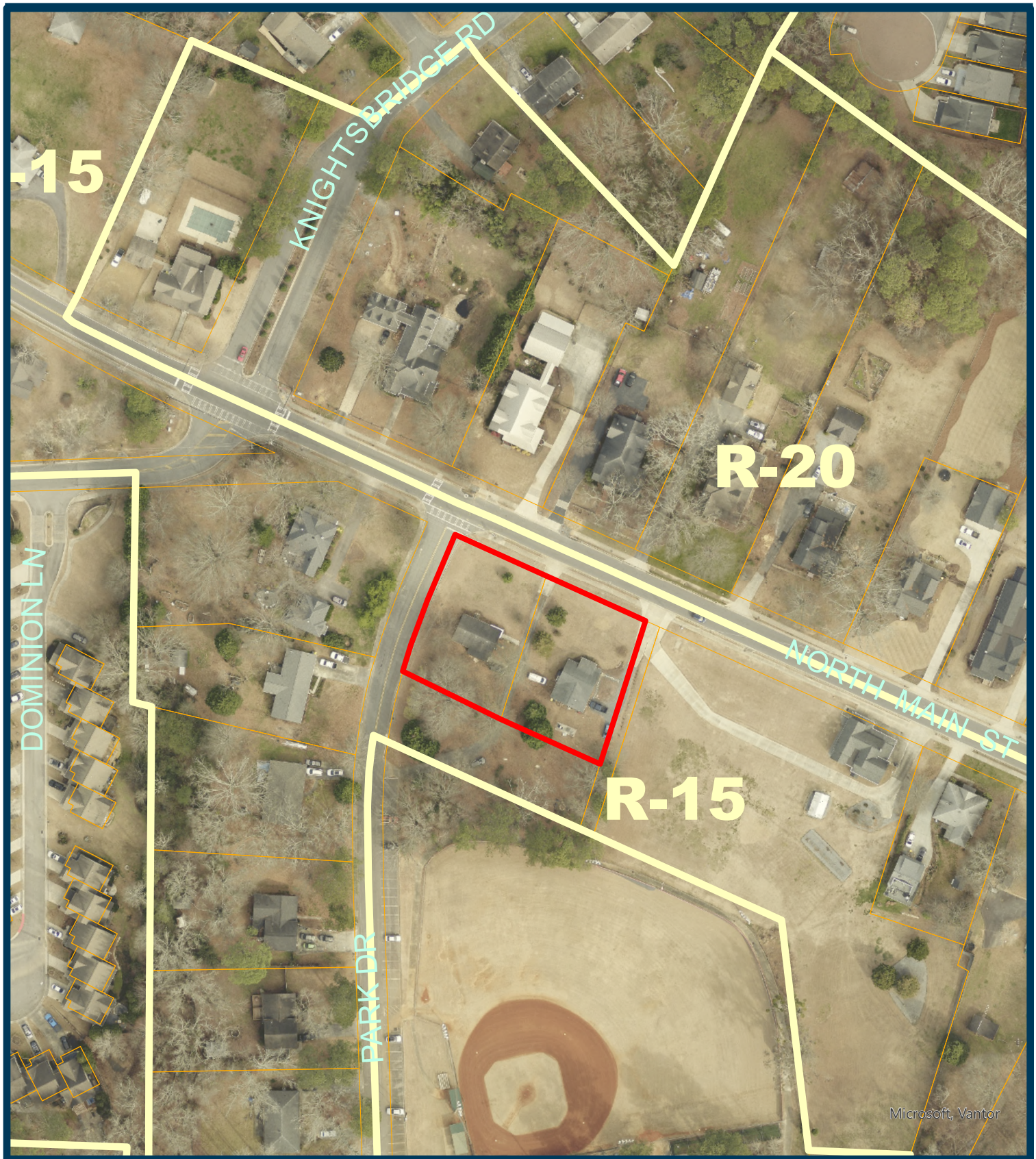
The application details are as follows:
Applicant Name: Dean Klein
Property Address: 2995 N Main Street & 2997 N Main Street
Parcel Identification Number: 20013900140 & 20013900130
Description of Proposal: Request to rezone approximately 0.11 +/- acres of unassigned right-of-way (ROW) fronting 2995 and 2997 N Main Street to R-15, Single-Family Residential.

The application will be reviewed and voted on at public hearings by the Planning Commission and the Mayor and Council. The meeting details are as follows:

Planning Commission Meeting	**Mayor & Council Meeting**
Date: 2/4/26	Date: 2/16/26
Time: 6:30 p.m.	Time: 6:30 p.m.

Both meetings occur in the City Hall Council Chambers located at 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. You may appear in person or be represented by an attorney to present any objections you may have. The application is enclosed for your review. This notice is being sent to you by order of the Planning Commission and the Mayor and Council.

Applicant Signature Dean Klein Date 1-9-26



CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX	RZ 2026-002	Unassigned	R-15
DX			
HBR			
SLUP			
ZV			

AV – Administrative Variance
AX – Annexation
DX – De-annexation
HBR – Historic Board Review
LU – Land Use
RZ – Re-zoning
SLUP – Special Land Use
ZV – Variance

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

2995 & 2997 N Main St

Land Lot 139, Tax Parcels 14 & 13

Subject Property

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling MAYOR
Lea Alvarez CITY CLERK

Scale: 1" = 130 '
Print Date: 12/29/2025
RZ2026_002

City of Kennesaw, GA

REZONING APPLICATION

Date Received 12/19/25
Staff's Initials CMC

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

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

Date of Consultation ____ Staff's Initials ____

REZONING PROPERTY ADDRESS LEGAL DESCRIPTION DEFINED BOUNDARIES

Land Lot ____ Tax Parcel ____ Lot Size ____

Resident Population ____ Housing Units ____ Other Buildings ____

Zoning Request from:

Present Zoning NO PRESENT ZONING To: R15

For the purpose of: COMBINE ROW TO EXISTING PARCEL

APPLICANT EMAIL [redacted]

Applicant Address 2995 N. MAIN ST. KENNESAW, GA 30144

(Phone #) 770-851-8266

Applicant Signature [signature] Date 12-16-25

Signed, sealed and delivered in presence of: [signature]
Notary Date 12/16/25

INDIA E ALDRED NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES 07/04/2027

REPRESENTIVE ____

(Fax #) ____ (Work#) ____ (Cell#) ____

Representative Signature ____ Date ____

Signed, sealed and delivered in presence of: ____
Notary Date

* TITLEHOLDER: Ricky Stewart (Phone #) [redacted]

Signature: [signature] Address [redacted]

Signed, sealed and delivered in presence of: [signature] 12/16/2025
Notary Date

KEVIN CAZORWOOD NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 25, 2026

2995 NORTH MAIN ST

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.52' TO A #4 REABR FOUND AT THE POINT OF BEGINNING; THENCE RUNNING NORTH 21 DEGREES 50 MINUTES 42 SECONDS EAST 25.06' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 90.29' TO APOINT; THENCE RUNNING SOUTH 13 DEGREES 24 MINUTES 40 SECONDS WEST 25.27' TO A NAIL FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 68 DEGREES 09 MINUTES 18 SECONDS WEST 94.00' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

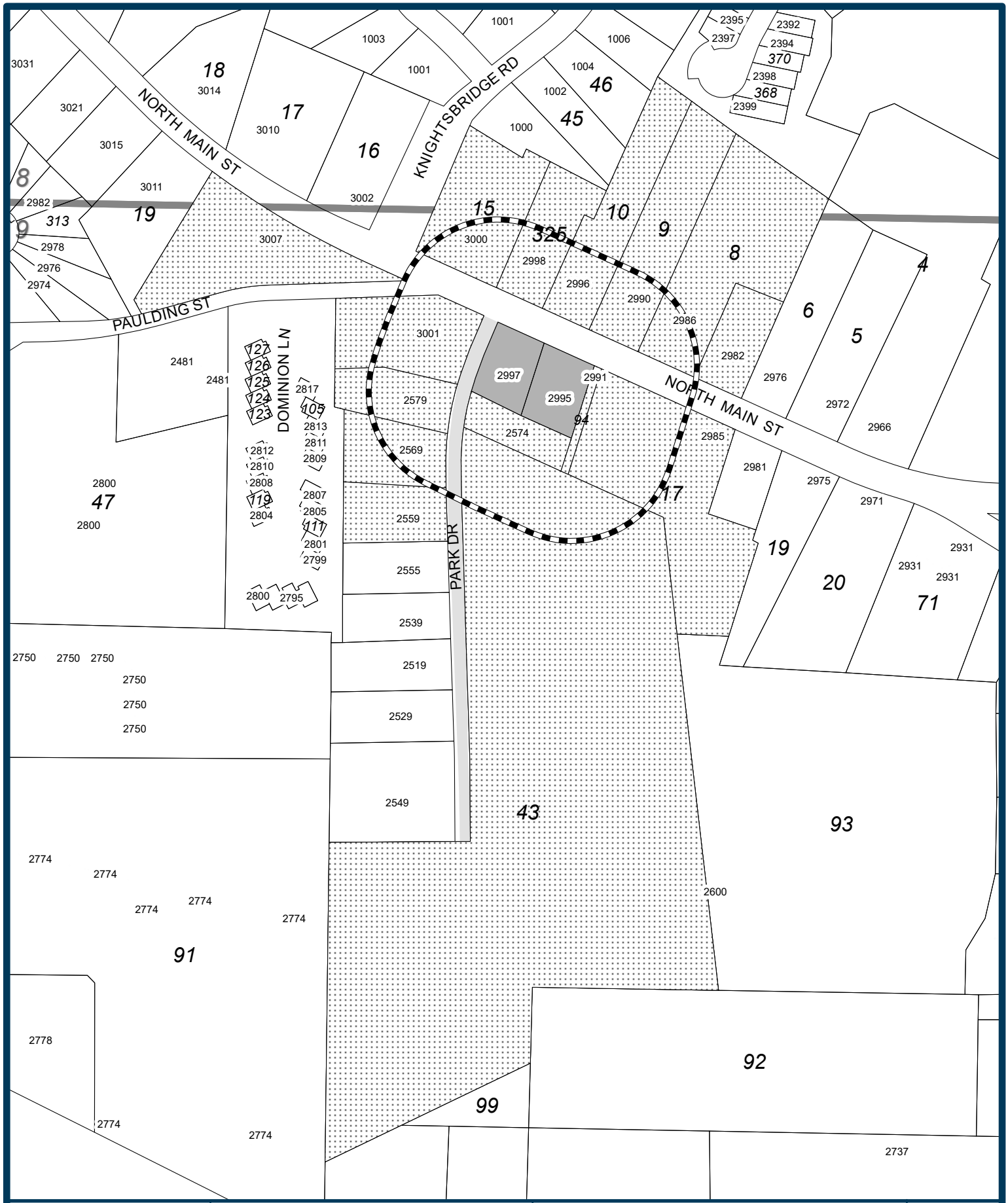
THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.05 ACRES.

2997 NORTH MAIN STREET

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING NORTH 22 DEGREES 09 MINUTES 49 SECONDS EAST 25.00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.38' TO A POINT; THENCE RUNNING SOUTH 21 DEGREES 50 MINUTES 42 SECONDS WEST 25.27' TO A #4 REBAR FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 09 MINUTES 18 SECONDS WEST 104.52' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.06 ACRES.



Subject Parcel

200' Radius

Properties Notified

2995 & 2997 N Main St
Land Lot 139,
Tax Parcels 14 & 13

RZ2026-002
200' PROPERTY NOTIFICATION

CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Derek Easterling, MAYOR
Lea Alvarez, CITY CLERK

Date: 12/29/2025
RZ2026_002

1" = 245'

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Kennesaw, GA 30144

9589 0710 5270 3856 9357 52

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0257 05

JAN 12 2026 Postmark Here

01/12/2026

Sent To: JOHN BRITTANY HAUGEN
Street and Apt. No., or PO Box No.: 2490 N. MAIN ST. NW
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Kennesaw, GA 30144

9589 0710 5270 3856 9357 76

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0257 05

JAN 12 2026 Postmark Here

01/12/2026

Sent To: GURDON COUNTS
Street and Apt. No., or PO Box No.: 2996 N. MAIN ST. NW
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Kennesaw, GA 30144

9589 0710 5270 3856 9357 38

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0257 05

JAN 12 2026 Postmark Here

01/12/2026

Sent To: JERRY WEEKS
Street and Apt. No., or PO Box No.: 2085 N. MAIN ST NW
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Kennesaw, GA 30152

9589 0710 5270 3856 9357 69

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$1.07
Total Postage and Fees	$10.77

0257 05

JAN 12 2026 Postmark Here

01/12/2026

Sent To: The APPS GROUP LLC
Street and Apt. No., or PO Box No.: 2312 LAMINCH CT.
City, State, ZIP+4®: KENNESAW, GA 30152

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Kennesaw, GA 30144

9589 0710 5270 3856 9357 83

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0257 05

JAN 12 2026 Postmark Here

01/12/2026

Sent To: JERRY WEEKS
Street and Apt. No., or PO Box No.: 3179 OLD 41 HWY
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2022 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

Kennesaw, GA 30144

9589 0710 5270 3856 9357 90

Certified Mail Fee	$5.30
Extra Services & Fees (check box, add fee as appropriate)	$4.40
☐ Return Receipt (hardcopy)	$0.00
☐ Return Receipt (electronic)	$0.00
☐ Certified Mail Restricted Delivery	$0.00
☐ Adult Signature Required	$0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
Total Postage and Fees	$10.48

0257 05

JAN 12 2026 Postmark Here

01/12/2026

Sent To: DIANE SLATEN
Street and Apt. No., or PO Box No.: 2079 PARK DR.
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

9589 0710 5270 3856 9358 06

For delivery information, visit our website at www.usps.com®.
Kennesaw, GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	$0.00
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 05
JAN 12 2026 Postmark Here
01/12/2026

Sent To: JO ELLEN RUHLING
Street and Apt. No., or PO Box No.: 2369 PARK DR.
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 9358 20

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
Kennesaw, GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	$0.00
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 05
JAN 12 2026 Postmark Here
01/12/2026

Sent To: CYNTHIA BENSON
Street and Apt. No., or PO Box No.: 3000 N. MAIN ST.
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 9358 44

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
Kennesaw, GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	$0.00
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 05
JAN 12 2026 Postmark Here
01/12/2026

Sent To: COLBIE & JESSICA COLLIE
Street and Apt. No., or PO Box No.: 2986 N. MAIN ST NW
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 9358 13

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
Kennesaw, GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	$0.00
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 05
JAN 12 2026 Postmark Here
01/12/2026

Sent To: MARJORIE MILTON KESNER
Street and Apt. No., or PO Box No.: 3007 N. MAIN ST NW
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 9358 37

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
Kennesaw, GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	$0.00
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 05
JAN 12 2026 Postmark Here
01/12/2026

Sent To: CYNTHIA MICHAEL
Street and Apt. No., or PO Box No.: 2998 N. MAIN ST NW
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 9358 51

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
Kennesaw, GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	$0.00
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 05
JAN 12 2026 Postmark Here
01/12/2026

Sent To: FRED & HELEN MOORE
Street and Apt. No., or PO Box No.: 3001 N. MAIN ST. NW
City, State, ZIP+4®: KENNESAW, GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3856 9357 45

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

Lake Forest, CA 92630

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257
05

JAN 12 2026
Postmark Here
01/12/2026

Sent To: TANOJO FAMILY LIVING TRUST
Street and Apt. No., or PO Box No.: 11 FINCH
City, State, ZIP+4®: LAKE FOREST, CA 92630

PS Form 3800, January 2023 PSN:7530-02-000-9047 See Reverse for Instructions

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: ROSE MILLER — Printed at 01/14/26 14:11 by rmill-tj

Acct #: 110016 — Ad #: 530846 — Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 01/16/2026 — Stop: 01/16/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 2.63 Words: 200
Total LEG 2.63
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-9235 MISC2026-02
Descr Cont: MDJ-9235 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: MISC2026-02
Created: rmill 01/14/26 14:10
Last Changed: rmill 01/14/26 14:11

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	01/16

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ Name (print or type)

_____ Name (signature)

.

MDJ-9235
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Dean Klein. Said request is to rezone approximately 0.11 +/- acres of unassigned right-of-way (ROW) fronting 2995 and 2997 N Main Street (20013900140 & 20013900130) to R-15, Single-Family Residential. The parcels lie in Land Lot 139, Tax Parcels 14 & 13 of the 20th District, 2nd Section, Cobb County Georgia.

Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

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/**

1:16-2026

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # RZ2026-02

PURPOSE Rezone unassigned right-of-way (ROW) fronting 2995 and 2997 N Main Street to R-15, Single-Family Residential.

DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

01.16.2026 08:55

CITY OF KENNESAW

LAND USE NOTICE

APPLICATION # RZ2026-02

PURPOSE Rezone unassigned right-of-way (ROW) fronting 2585 and 2587 N Main Street to R-15, Single-Family Residential.

DATE OF PUBLIC MEETING: 2/4/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 2/16/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

01.16.2026 08:57

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CYNTHIA MICHAEL
2998 N. MAIN ST. NW
KENNESAW, GA 30144

9590 9402 9795 5266 1713 29

2. Article Number *(Transfer from service label)*

9589 0710 5270 3856 9358 37

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C Michael ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Mail Restricted Delivery
00)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

ticle Addressed to:

MARJORIE MILTON KESNER
3007 N. MAIN ST NW
KENNESAW, GA 30144

9590 9402 9795 5266 1713 43

2. Article Number *(Transfer from service label)*

9589 0710 5270 3856 9358 13

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Marjorie Kesner ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Mail
Mail Restricted Delivery
00)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

COMPLETE THIS SECTION

items 1, 2, and 3.
name and address on the reverse
e can return the card to you.
s card to the back of the mailpiece,
front if space permits.

ressed to:

Brittany Haugen
V. Main St. NW
ESAW, GA 30144

9402 9795 5266 1707 42

ber *(Transfer from service label)*

7107 5270 3856 9357 52

11, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
red Mail Restricted Delivery
r $500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GURDON AND BREA COUNTS
2996 N. MAIN ST. NW
KENNESAW, GA 30144

9590 9402 9795 5266 1713 81

2. Article Number *(Transfer from service label)*

9589 0710 5270 3856 9357 76

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
red Mail Restricted Delivery
r $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9795 5266 1713 29

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

Zoning Case #RZ2026-02

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
JAN 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 9795 5266 1713 43

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

Zoning Case #RZ2026-02

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
JAN 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 9795 5266 1707 42

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

ZONING CASE #RZ2026-02

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
JAN 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 9795 5266 1713 81

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

ZONE CASE #RZ 2026-02

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
JAN 2026
CITY OF KENNESAW

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The TANOJO FAMILY LIVING TRUST
11 FINCH
LAKE FOREST, CA 92630

9590 9402 9795 5266 1712 99

2. Article Number (Transfer from service label)

9589 0710 5270 3856 9357 45

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) JOHNSON TANOJO

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

LAKE FOREST CA 92630-9998 JAN 16 2026 USPS

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CYNTHIA BENSON
3000 N. MAIN ST NW
KENNESAW, GA 30144

9590 9402 9795 5266 1713 36

2. Article Number (Transfer from service label)

9589 0710 5270 3856 9358 20

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) William Benson

C. Date of Delivery 1/15/2026

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FRED & HELEN MOORE
3001 N. MAIN ST. NW
KENNESAW, GA 30144

9590 9402 9795 5266 1713 05

2. Article Number (Transfer from service label)

9589 0710 5270 3856 9358 51

COMPLETE THIS SECTION ON DELIVERY

A. Signature X Fred W Moore ☐ Agent ☐ Addressee

B. Received by (Printed Name) Fred W Moore

C. Date of Delivery 1.15.26

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COLBY, JESSICA COLLIE
2986 N. MAIN ST. NW
KENNESAW, GA 30144

9590 9402 9795 5266 1713 12

2. Article Number (Transfer from service label)

9589 0710 5270 3856 9358 44

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9795 5266 1712 99

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Zoning Case # RZ2026-02

United States Postal Service

Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw, Planning, Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
JAN
CITY OF KENNESAW

USPS TRACKING #

ATLANTA GA RPDC 302

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 9795 5266 1713 36

Zoning Case # RZ2026-02

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
JAN
CITY OF KENNESAW

USPS TRACKING #

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 9795 5266 1713 05

Zoning Case # RZ2026-02

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
JAN
CITY OF KENNESAW

USPS TRACKING #

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 9795 5266 1713 12

Zoning Case # RZ2026-02

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning, Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

RECEIVED
CITY OF KENNESAW

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JERRY WEEKS
3199 OLD 41 HWY
KENNESAW, GA 30144



9590 9402 9795 5266 1713 74

2. Article Number *(Transfer from service label)*

9589 0710 5270 3856 9357 83

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Jerry Weeks ☐ Agent ☐ Addressee

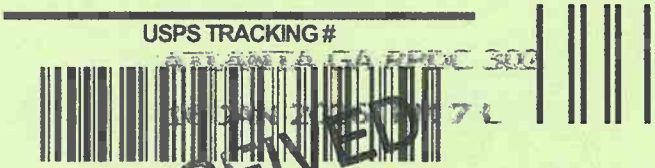
B. Received by *(Printed Name)* Jerry Weeks C. Date of Delivery 7/16/22

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ ...red Mail Restricted Delivery
- ...r $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restric... Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receip...



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Zoning Case # RZ2026-02

United States
Postal Service

RECEIVED
JAN 20 2026
CITY OF KENNESAW

• Sender: Please print your name, address, and ZIP+4® in this box •

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DIANE SLATEN
2579 PARK DR.
KENNESAW, GA 30144

9590 9402 9795 5266 1713 67

2. Article Number *(Transfer from service label)*

9589 0710 5270 3856 9357 90

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Diane R. Slaten

B. Received by *(Printed Name)*

D. Is delivery address different
If YES, enter delivery addre

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ ed Mail Restricted Delivery
  $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricte Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 9725 5266 1713 67

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Zoning Case # RZ2026-02

United States Postal Service

RECEIVED
JAN 15 2026
CITY OF KENNESAW

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw Planning & Zoning
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 4, 2026
6:30 PM

---

1. Call to Order / Roll Call

Vice Chair Vande Zande called the meeting to order at 6:30 p.m.
Roll Call: Rebecca Patterson, Carolyn Greenall, Robert Trim, Todd Vande Zande
Absent: Trey Bodenhamer
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Kevin Moore (Applicant's Representative), Adam Rozen (Applicant's Representative), Cameron Heath (Applicant), Dave Schwickerath (HOA President, The Village at Pine Mountain), Stephen Snow (Representative, Cedar Creek Professional Office Association, Inc.), Charles Barge (President, Cedar Creek Professional Office Association), Al Colcombe (6205 Pine Mountain LLC), Caleb Hydrick (Resident, City of Kennesaw)

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 February 16, 2026.

3. Approval of the Meeting Minutes

A. Approval of meeting minutes: January 7, 2026

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

4. New Business

Vice Chair Vande Zande called for a motion to amend the agenda order.
Commissioner Trim motioned to amend the agenda order to allow case number RZ2026-01 to be heard first
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

A. **RZ2026-01** - Consideration to rezone the properties located at 1600 Old 41 Highway (parcel #20014001380 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District as submitted by Walton Communities, LLC. Said request is to rezone the property for the development of a multi-family residential community. Property consists of 11.684 +/- acres and lies in land lot 140, tax parcels 13 & 156.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

5. Old Business

A. **RZ2025-03** - Consideration to rezone the property located at 6095 Pine Mountain Rd (parcel #20014001380) from Highway General Business (HGB) to Planned United Development – Residential (PUD-R) as submitted by DRB Group Georgia, LLC. Said request is to rezone the property for the development of fee simple town homes. Property consists of 8.823 +/- acres and lies in land lot 140, tax parcel 138.

Vice Chair Vande Zande called for a motion.
Commissioner Trim motioned to approve with the following conditions as outlined by staff:

1. The rezoning of the Subject Property to the Planned Unit Development–Residential (PUD-R) district shall be consistent with the technical and conceptual site plans submitted with the application and shall comply with the proposed minimum front, side, and rear setbacks, as well as the overall density of 10.08 units per acre.
2. The Subject Property shall be developed as maximum of eighty-nine (89) 'For Sale" Fee Simple Townhomes.
3. Applicant agrees the minimum floor area of all residential units shall be 1,400 sq. ft. Applicant also agrees that the maximum height of the overall development will adhere to the development standards outlined in the Unified Development Code.
4. The architectural style and composition of the buildings to be constructed on the Subject Property shall be in reasonable conformity to the architectural renderings/elevations submitted with the rezoning application and should include a mixture of components consisting of brick, stacked stone, and other cementitious components including Hardie plank and Hardie plank shake and

similar products.

5. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director with respect to stormwater management, hydrology and water quality requirements as outlined in the Unified Development Code.
6. Prior to issuance of a land disturbance permit, the applicant shall coordinate with a qualified geotechnical firm and civil engineer to design and implement measures to capture any groundwater encountered on-site associated with the spring ,subject to review and approval by the City Engineer and/or the City's Public Works Director.
7. Subject to review and approval by the City Engineer and the Public Works Department, all stormwater management components shall comply with the recommendations of the City of Kennesaw's Stormwater Management Division, including requirements related to stormwater management, hydrology, and water quality.
8. Applicant agrees to the protection of all required stream buffers affecting the Property; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenant, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units
10. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
12. The applicant agrees to the installation of a privacy fence constructed of solid weather resistant materials such as wood, wrought iron, with a height no greater than 8 ft along the portion of the rezoned parcel adjacent to existing commercial properties.
13. The developer agrees to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the site plan. Additionally, the developer agrees to comply in all respects with the City's specifications concerning such infrastructure improvements which are interior to the subdivision.
14. The proposed development shall include amenities for use and enjoyment of its residents as follows:
    a) Community courtyards, gathering places
    b) Pedestrian connectivity
    c) A dog park
15. Sidewalks shall be provided throughout the subdivision, with all amenity areas connected to the nearest internal sidewalk to ensure continuous pedestrian access.

16. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
17. Compliance with recommendations from Cobb County Fire Marshal's Office with respect to Life Safety and Fire Prevention issues. The development shall also comply with all applicable guest parking regulations, consistent with the parking layout and quantities depicted on the submitted site plan.
18. Entrance signage shall be ground based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the subdivision.
19. All utilities servicing the residences with the proposed community shall be underground.
20. The applicant agrees that construction will begin in 24 months of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning.

Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken. Commissioner Patterson and Commissioner Trim voted in favor.
Commissioner Greenall voted against. Motion approved 2-1. Motion carried.

6. New Business

B. **RZ2026-02** - Consideration to rezone the unassigned right-of-way (ROW) fronting 2995 & 2997 N Main Street (parcel # 20013900140 & 20013900130) to R-15, Single-Family Residential as submitted by Dean Klein. Property consists of 0.11 +/- acres and lies on land lot 139, tax parcels 14 & 13.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

C. **PP2026-01** - Consideration for approval for a preliminary plat submitted by Mark Allen for parcel #20016700640 for the development of a restaurant and distillery. Property consists of 0.61+/- acres and lies in land lot 167, tax parcel 64.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

D. **MISC2026-02** - 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" Chapter 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00

"Nonconforming Uses" of said chapters as submitted by the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

E. **MISC2026-03** - Consideration for approval to adopt the official "2026 Zoning Map" for the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Patterson
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

7. Staff Comment

8. Adjourn

Vice Chair Vande Zande called for a motion.
Motion to adjourn by Commissioner Trim
Seconded by Commissioner Greenall
Vice Chair Vande Zande adjourned the meeting at 8:11 p.m.

8000 Miscellaneous Legals

3FAHP0HA6AR190650
2011 HYUNDAI ELANTRA TOURING
KMHDB8AE4BU105202
2005 FORD F-150 1FTPX14595NB13140
2015 NISSAN ROGUE
5N1AT2MT4FC927596
2007 LEXUS IS JTHBK262272032842
2006 TOYOTA SIENNA
5TDBA22C96S076427
2015 MAZDA MAZDA3
JM1BM1T71F1272555
2016 AUDI A3 WAUA7GFF2G1032342
2013 NISSAN ALTIMA
1N4AL3AP4DC288494
2010 NISSAN ROGUE
JN8AS5MT2AW018664
2021 HYUNDAI KONA
KM8K62AA8MU614587
2020 TOYOTA TACOMA
3TMCZ5AN7LM291432
2020 HYUNDAI ELANTRA
5NPD84LF1LH591772
2006 LNDR RANGE ROVER SPORT
SALSH23426A969113
2006 TOYOTA COROLLA
1NXBR32E46Z651427
2019 FORD ESCAPE
1FMCU0GD6KUC19692
2012 MERCEDES-BENZ Benz
WDDGF4HB5CR195612
2015 NISSAN ALTIMA
1N4AL3AP9FC203359
2010 FORD FUSION
3FAHP0HA8AR405722
2014 BMW 435 WBA3R1C50EK192304
2009 BMW X5 5UXFE43599L267755
2009 TOYOTA COROLLA
JTDBL40E09J037138
2018 NISSAN ALTIMA
1N4AL3APXJC231583
2010 GMC SIERRA
3GTRCVE05AG258533
2008 KIA SORENTO
KNDJD736185812553
2017 NISSAN VERSA
3N1CN7AP1HK407092
2015 FORD FOCUS
1FADP3K28FL244392
2020 HONDA CIVIC
2HGFC2F84LH554430
2014 FORD F-150
1FTFW1ET8EKD22110
2008 FORD FOCUS
1FAHP35N78W108313

1:9,16-2026

MDJ-9106
GPN-17

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1 that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is Henson's Wrecker Service, 1975 Veterans Memorial Hwy, Austell, GA 30168.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **FEBRUARY 13TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St SE, Marietta, GA 30090. Answer forms may also be obtained online at http://www.georgiamagistratecouncil.-com
Vehicle Tag Vin Case #
2012 Mercedes-Benz NOTAG
WDDGF8BBXCR229494 25-L-00049

1:16,23-2026

MDJ-9140
GPN-17
K.O. Towing
344 Kathleen Dr.,
Marietta, GA 30067
Phone: (770)650-1413.

2HNYD2H34CH508435
ACURA MDX 2012 GRAY
WAUCFAFH9BN003772
AUDI A5 2011 BLACK
WBAFR7C55DC828594
BMW 535I 2013 BLUE
WBAFU7C59BC874831
BMW 535xi 2011 WHITE
WBAFR9C5XBC270783
BMW 550i 2011 BLACK
1G6DM577340140106
CADILLAC CTS 2004 GRAY
1G6DG577980200189
CADILLAC CTS 2008 BLACK
1GCEC19WXVE147298
CHEVROLET C/K 1500 1997 GREEN
1G1BC5SM7G7257910
CHEVROLET CRUZE 2016 WHITE
1G1PH5SC0C7303795
CHEVROLET CRUZE 2012 BLUE
2GCEC19T9X1151899
CHEVROLET SILVERADO-1500 1999 GOLD
2C3CDXBG8FH827614
DODGE CHARGER 2015 BLACK
1B8GP34372B560603
DODGE GRANDCARAVAN 2002 SILVER
ZFBCFADH3EZ021139
FIAT 500L 2014 YELLOW
1FMCU0GD0JUC94290
FORD ESCAPE 2018 BURGUNDY
3FADP4BJ7CM153993
FORD FIESTA 2012 BLUE
3FA6P0HD8GR113546
FORD FUSION 2016 GREEN
1HGCP26319A039114
HONDA ACCORD 2009 BLACK
JHMCP26868C057264
HONDA ACCORD 2008 BURGUNDY
5NPE24AF8FH144501
HYUNDAI SONATA 2015 WHITE
5NPE24AF8GH358549
HYUNDAI SONATA 2016 BLACK
JNRBS08W93X400484
INFINITI FX45 2003 WHITE
1C4PJMDX6KD492152
JEEP CHEROKEE 2019 BLACK
1C4RJEBG7EC270974
JEEP GRAND-CHEROKEE 2014 BLACK
1J4PP2GKXBW541127
JEEP LIBERTY 2011 SILVER
KNAFX4A65E5236294
KIA FORTE 2014 SILVER
KNAFU4A23A5823643
KIA FORTE 2010 GRAY
JTHCK262082022459
LEXUS IS 250 2008 BLACK
JTHBE262965002905
LEXUS IS-350 2006 BLACK
2T2HK31U69C119508
LEXUS RX-350 2009 BURGUNDY
5LMJJ2HT7FEJ04016
LINCOLN NAVIGATOR 2015 GRAY
WDDGF8BB5BR147686
MERCEDES-BENZ C-300 2011 BLACK
JA3AJ86E63U006223
MITSUBISHI LANCER 2003 BLACK
1N4BL3AP1DC180080
NISSAN ALTIMA 2013 BLACK
1N4AA5AP7BC805320
NISSAN MAXIMA 2011 BLACK
5N1DR2MMXHC619713
NISSAN PATHFINDER 2017 BLACK
5N1AR2MN3EC604574
NISSAN PATHFINDER 2014 BLUE
3N1AB7AP7HY326983
NISSAN SENTRA 2017 WHITE
3N1CN8DV6ML922576
NISSAN VERSA 2021 BLACK
3N1CN7AP8CL860533
NISSAN VERSA 2012 SILVER
1C6RR7JT1DS572825
RAM RAM 1500 2013 BLACK
JTDBE30K663055671
TOYOTA CAMRY 2006 GREEN
4T1BE32K44U798765
TOYOTA CAMRY 2004 SILVER
5TDKZ3DC6KS997347
TOYOTA SIENNA 2019 GRAY
3VWD07AJ2EM275937
VOLKSWAGEN JETTA 2014 RED

1:16,23-2026

MDJ-9148
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2261 Dixie Ave, Smyrna Ga 30080. The vehicles subject to liens as stated above are identified as:
AUDI 2013 A5 WAULFAFR2DA019797
DDC5513 GA
AUDI 2016 A6 WAUHGAFCXDN125941
SJR1362 GA
BLADE 2021 MOPED
LLPTGKBC5M1010073 NO TAG GA
CHEVROLET 2001 EXPRESS G3500 VANS 1GCHG39R711102702 SMI6766 GA
CHEVROLET 2023 MALIBU
1G1ZD5ST8PF248724 DEP8239 GA
CHEVROLET 2003 MONTE CARLO
2G1WW12E339354539 SGF2760 GA
CHEVROLET 2023 SILVERADO 1500
3GCPDBEK2PG120381 SCA1482 GA
CHEVROLET 2022 TAHOE
1GNSCNKD5NR208723 TFB5913 GA
CHEVROLET 2021 TRAX
KL7CJLSB8MB347674 SLI3025 GA
CHRYSLER 2015 200
1C3CCCAB2FN681459 SFB9775 GA
DODGE 2018 CHALLENGER
2C3CDZAG8JH321514 MAN635 MS
FORD 2010 EDGE
2FMDK3KC3ABA37284 SEQ6362 GA
FORD 2015 FOCUS
1FADP3F23FL214260 CDV8561 GA
FORD 2008 TAURUS X
1FMDK02W88GA11601 SKE2559 GA
FORD 2010 TAURUS
1FAHP2EW5AG107812 S2464288 GA
HONDA 2005 ACCORD
1HGCM56445L005427 SES3349 GA
HONDA 2007 ACCORD
JHMCM56347C020047 RVX7946 GA
HONDA 2010 ACCORD
1HGCP2F32AA023783 NO TAG GA
HONDA 2016 ACCORD
1HGCR2F53GA241851 CZG6424 GA
HYUNDAI 2016 ELANTRA GT
KMHD35LH6GU258397 SCA8382 GA
HYUNDAI 2017 ELANTRA
KMHD74LF3HU109458 CDT3586 NC
HYUNDAI 2024 ELANTRA LIMITED
KMHLP4DG7RU821055 SL1VING AL
JEEP 2016 RENEGADE
ZACCJBBT2GPD26867 ASG4242 WI
KIA 2010 SOUL KNDJT2A22A7137280
S2335523 GA
NISSAN 2004 ALTIMA
1N4BL11DX4C119126 SLT7184 GA
NISSAN 2011 ARMADA
5N1BA0ND0BN608975 SHG2862 GA
NISSAN 2012 MAXIMA
1N4AA5AP1CC814869 SLM5649 GA
NISSAN 2018 ROGUE

8000 Miscellaneous Legals

KNMAT2MT8JP541558 CZC8639 GA
PETERBILT 2021 579
1XPBDP9X6MD742809 NO TAG UT
WABASH NATIONAL 2008 TRAILER
1JJV532W88L178220 C6070B GA
TOYOTA 2003 CAMRY
4T1BE32K53U224092 SHK0855 GA
TOYOTA 2009 CAMRY
4T1BE46KX9U414169 SBP8843 GA
TOYOTA 2011 CAMRY
4T1BF3EK2BU777094 PTU1110 GA
TOYOTA 2011 SIENNA
5TDYK3DC7BS102379 TDF2651 GA
TOYOTA 2008 YARIS
JTDJT923485201728 RAB6132 GA
VOLKSWAGEN 2013 PASSAT
1VWBP7A3XDC108925 CJA5573 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
BARROW WRECKER SERVICE
2261 DIXIE AVE
SMYRNA GA 30080
770-435-8945
1:16,23-2026

MDJ-9149
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2261 Dixie Ave SE, Smyrna GA 30080.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before, **FRIDAY, FEBRUARY 6TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
BUICK 2013 ENCLAVE
5GAKRCKD3DJ135281 RTS1560 GA
26-L-00040
FORD 2015 TAURUS
1FAHP2D88FG141138 8346AKC KS
26-L-00041
HONDA 2007 CIVIC
2HGFG12617H504240 SLH9768 GA
26-L-00042
HYUNDAI 2011 ELANTRA
5NPDH4AE9BH026646 SJD2827 GA
26-L-00043
LINCOLN 2013 MKX
2LMDJ6JK0DBL03818 SGX2818 GA
26-L-00044
NISSAN 2014 ALTIMA
1N4AL3AP7EC147436 CNA8568 GA
26-L-00045
TOYOTA 2012 COROLLA
2T1BU4EE8CC911082 CTV1656 GA
26-L-00046
VOLKSWAGEN 2007 JETTA
3VWSF71K67M138081 YFK351 GA
26-L-00047
VOLKSWAGEN 2006 NEW BEETLE
3VWRW31C46M408410 CK54QD FL
26-L-00048

1:16,23-2026

MDJ-9150
GPN-17

IN ACCORDANCE WITH OCGA SECTION 40-11-2, THE FOLLOWING VEHICLES HAVE BEEN TOWED AND ARE PRESENTLY BEING STORED AT BARROW WRECKER SERVICE, 2261 DIXIE AVENUE, SMYRNA, GEORGIA 30080, 770-435-8945, AND WILL BE SOLD AT PUBLIC AUCTION ON **THURSDAY, JANUARY 29 TH 2026 AT 11:00 AM**
2005 ACURA MDX 2HNYD18935H529004
2005 ACURA TL 19UUA66275A035552
2010 ACURA TSX JH4CU4F67AC002511
2015 AUDI A6 WAUGFAFC0FN033383
2013 BMW 3 SERIES
WBA3A5C51DJ462028
2015 BMW 3 SERIES
WBA3B5G52FNS17161
2009 CADILLAC CTS
1G6DV57V190127339
2015 CHEVROLET CRUZE
1G1PA5SH7F7270508
2009 CHEVROLET EQUINOX
2CNDL33F896231884
2014 CHEVROLET MALIBU
1G11A5SL4EF264390
2004 CHEVROLET MONTE CARLO
2G1WW12E749380403
2006 CHEVROLET MONTE CARLO
2G1WK151169299906
2007 CHEVROLET TAHOE
1GNFC13J07R216357
2013 DODGE AVENGER
1C3CDZBG0DN719097
2019 DODGE CHALLENGER
2C3CDZAG4KH587355
2022 DODGE CHALLENGER
2C3CDZBT3NH195970
2015 DODGE CHARGER
2C3CDXBG4FH778069
2018 DODGE CHARGER
2C3CDXHG2JH126521
2016 DODGE JOURNEY
3C4PDCAB5GT117977
2010 FORD ESCAPE
1FMCU4K3XAKC46653
2002 FORD EXPLORER
1FMDU64E32UA54799
2008 FORD F-150 1FTRX14W38FB30919
2019 FORD FUSION HYBRID
3FA6P0LU2KR168896
2015 FORD MUSTANG
1FA6P8AM8F5429071
2011 FORD RANGER
1FTKR1ED1BPA07985
2014 FORD TAURUS
1FAHP2E83EG151928
2009 GMC ACADIA
1GKER13D89J136758
2006 GMC ENVOY 1GKDS13S262232339
2006 HONDA CIVIC
2HGFG12836H543136
2008 HONDA CIVIC
JHMFA36278S029026
1998 HONDA CR-V
JHLRD1864WC104771
2008 HONDA PILOT
5FNYF28358B004666
2008 HONDA RIDGELINE
2HJYK162X8H542351
2013 HYUNDAI ELANTRA GT
KMHD35LE6DU096806
2017 HYUNDAI ELANTRA
5NPD84LF0HH151100
2005 HYUNDAI SONATA
KMHWF35H55A097685
2006 INFINITI G35
JNKCV51E56M519387
2013 INFINITI G37 SEDAN
JN1CV6AR7DM756361
2013 INFINITI G37
JN1CV6APXDM718413
2016 INFINITI Q70
JN1BY1AR6GM270893
2003 JAGUAR X-TYPE
SAJEA51D93XD35680
2014 JEEP PATRIOT
1C4NJPBA5ED534385
2014 JEEP PATRIOT
1C4NJPFA3ED600507
2013 KIA FORTE KNAFU4A27D5722223
2012 KIA OPTIMA
5XXGR4A64CG047193
2015 KIA RIO KNADM4A32F6500508
2016 KIA RIO KNADM4A38G6598042
2011 KIA SOUL KNDJT2A24B7271256
2011 MAZDA B-SERIES PICKUP
4F4YR16C4YTM24492
2003 MAZDA PICKUP
4F4YR12D53TM09345
2008 MERCEDES BENZ C-CLASS
WDDGF81X48F099802
2017 NISSAN ALTIMA
1N4AL3AP8HC470026
2014 NISSAN FRONTIER
1N6AD0ER5EN741963
2015 SUBARU WRX
JF1VA1A60F9833108
2021 SUZUKI GSX-R600
JS1GN7FA4M7100103
2004 SUZUKI XL7 JS3TX92V444111558
2007 TAKE THREE VMO TRAILER
1T9TS50367B540184
2024 TAOTAO B200R
L9NLTNBR1R1808556
2002 TOYOTA AVALON
4T1BF28B12U255322
2006 TOYOTA CAMRY
4T1BE32K66U677836
2007 TOYOTA CAMRY
4T1BK46K17U018055
2007 TOYOTA CAMRY HYBRID
4T1BB46K97U021012
2010 TOYOTA CAMRY
4T1BF3EKXAU011760
2011 TOYOTA CAMRY
4T1BF3EKXBU189783
2012 TOYOTA CAMRY
4T4BF1FK2CR208112
2002 TOYOTA COROLLA
1NXBR12E12Z595641
2018 TOYOTA COROLLA
2T1BURHE0JC026459
2011 TOYOTA SIENNA
5TDKK3DC8BS017377
2007 TOYOTA YARIS
JTDBT923571124880
2022 VOLKSWAGEN TAOS
3VVDX7B20NM026074

1:16,23-2026

MDJ-9156
GPN-17
PUBLIC AUCTION
AMERICAN EAGLE TOWING, LLC.
1818 AUSTELL RD.,
MARIETTA, GA 30008
404-409-1795

In accordance with O.C.G.A Section 40-11-2, the following described vehicles have been towed and are presently being stored at American Eagle Towing and will be sold at public auction on **January 31st at 9:00 a.m.** to the highest bidder. All sales are final and sold AS IS. American Eagle Towing, LLC. reserves the right to bid.
25-L-02754
2009 Mercedes-Benz
WDBWK58F49F212029
25-L-02751
2007 Mazda Mazda3
JM1BK32F671652874
25-L-02753
2008 Buick Enclave
5GAER23708J268263
25-L-02755
2008 Ford Edge
2FMDK38C78BA21672
25-L-02757
2013 Hyundai VELOSTER
KMHTC6AD2DU132132
25-L-02758
2016 Jeep Cherokee
1C4PJLCS7GW332230
25-L-02759
2009 Nissan Altima
1N4AL21E59N538183

1:16,23-2026

MDJ-9175
GPN-14
STATE BAR OF GEORGIA
STATE DISCIPLINARY BOARD
NOTICE OF INVESTIGATION
Service by Publication

TO:Charles M. Dalziel, Jr.
Georgia State Bar No. 203730
Re:Office of General Counsel File No. 250144
A Notice of Investigation has been issued in accordance with Bar Rule 4-204.1 based upon a grievance filed against you. Service of a Notice of Investigation by publication is - authorized by Bar Rule 4-204.1 (c).
Pursuant to Bar Rule 4-204.3(a), you are required to file with the State Disciplinary Board member assigned to investigate the grievance filed against you a written response to the Notice of Investigation in the matter within 30 days of January 23, 2026.
Pursuant to Bar Rule 4-204.3(d), your failure to answer the Notice of Investigation may result in your suspension from the practice of law in Georgia until an answer is filed.

1:16,23-2026

MDJ-9176
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2465 Ventura Place Smyrna, Ga 30080. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **02-16-2026**. Answer forms may be found at the Magistrate Court Clerk's office located at: 32 Waddell St SE, Marietta, Ga 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
2021 Ram 3500 Promaster
3C6MRVJGXME580278 TDD0201 GA
Magistrate Court Case No: 26L00062
2009 Chevrolet Aveo
KL1TD56E29B623789 PCQ2651 GA
Magistrate Court Case No: 26L00063
2011 Nissan Altima
1N4AL2AP9BC168794 No Tag
Magistrate Court Case No: 26L00064
2003 Chevrolet Impala
2G1WF52E839387320 RYU3387 GA
Magistrate Court Case No: 26L00065
2011 Hyundai Sonata
5NPEB4AC3BH267879 No Tag
Magistrate Court Case No: 26L00066
2017 Toyota RAV4
2T3YFREV5HW321775 SEU1168 GA
Magistrate Court Case No: 26L00067
2009 Volkswagen Jetta
3VWRJ71K89M091278 SIZ2255 GA
Magistrate Court Case No: 26L00068
2004 Infiniti FX45
JNRBS08W44X403875 RKH1349 GA
Magistrate Court Case No: 26L00069
2005 Mercedes C230
WDBRF40J35F665158 SED9089 GA
Magistrate Court Case No: 26L00070
2003 Ford Explorer
1FMZU64K63UC65573 DDP3769 GA
Magistrate Court Case No: 26L00071
2011 Toyota RAV4
JTMZF4DV7BD029980 SIM6518 GA
Magistrate Court Case No: 26L00072
2007 Ford Edge 2FMDK36CX7BA49709
LBE3501 PA
Magistrate Court Case No: 26L00073
2018 Ford Fusion 3FA6P0LUXJR137927
CUQ9976 GA
Magistrate Court Case No: 26L00074
Howard's Wrecker Service
2465 Ventura Place
Smyrna, Ga 30080 770-432-2613

1:16,23-2026

MDJ-9186
GPN-17
ABANDONED MOTOR VEHICLE
ADVERTISEMENT NOTICE

You are hereby notified, in accordance with OCGA § 40-11-19.1(b)(2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2481 Old Covington Hwy SW Conyers, GA 30012
The vehicles subject to liens as stated above are identified as:
Ford 2011 E250 Vans
1FTNE2EL6BDA18536
TAG# S2480312 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
Quick Drop Impounding, Towing, and Recovery
2481 Old Covington Hwy SW
Conyers GA 30012
678-210-0245
1:16,23-2026

MDJ-9187
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that the references vehicles are subject to a lien and a petition may be filed in the court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The Vehicles are currently located at 2360 Harris Street, Austell, Georgia 30106. Anyone with an ownership interest in these vehicles should contact the following business immediately Business Name:
CSS Transportation
Address 2360 Harris Street,
Austell GA 30106
Telephone #: 770-538-1805
Year / Make Color VIN # Tag # Completed
1 2014 Buick Verano GREY
1G4PR5SK7E4148741 RKL5857 GA
11/26/25
2 1999 Chevrolet Silverado 1500
BROWN 2GCEC19TXX1106499 BSC3973
GA 11/25/25
3 2012 Mazda CX-9 BEIGE JM3T-B2BA3C0354731 11/25/25
4 2017 BMW 3 Series white
WBA8F1C50HK825693 JLB7542 OH
11/25/25

1:16,23-2026

MDJ-9188
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta, GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: **02/06/2026.** Answer forms may be found at the Magistrate Court Clerk's office located at:
32 Waddell St SE, Marietta, Ga 30090.
Forms may also be obtained online at www.georgiamagistratecouncil.com.
2022 RAM 3500
3C63RPHL3NG115602 25CINK FL
MAGISTRATE COURT CASE NO:
26-L-00109
2023 KIA FORTE
3KPF24AD5PE600771 SDM5593 GA
MAGISTRATE COURT CASE NO:
26-L-00108
2013 LEXUS IS
JTHCF5C23D5063686 2221KW VA
MAGISTRATE COURT CASE NO:
26-L-00110
2005 TOYOTA CAMRY
4T1BF32KX5U099641 YQE325 GA
MAGISTRATE COURT CASE NO:
26-L-00111
2023 SUBARU CROSSTREK
JF2GTAEC8PH228016 DDY7745 GA
MAGISTRATE COURT CASE NO:
26-L-00113
2013 BUICK VERANO
1G4PP5SK8D4235892 RPX6689 GA
MAGISTRATE COURT CASE NO:
26-L-00112
2008 LINCOLN Mkx
2LMDU88C58BJ33172 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00115
2002 ACURA MDX
2HNYD18612H524725 P9854369 GA
MAGISTRATE COURT CASE NO:
26-L-00114
2010 AUDI A5
WAUWKAFR9AA066488 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00116
2023 VOLKSWAGEN JETTA
3VWBM7BU1PM040470 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00117
2008 BMW 3-SERIES
WBAVA37548NL47087 SGY7630 GA
MAGISTRATE COURT CASE NO:
26-L-00118
2012 JEEP GRAND CHEROKEE
1C4RJEAG6CC217388 ZPM934 GA
MAGISTRATE COURT CASE NO:
26-L-00119
2006 HONDA CIVIC
1HGFA16516L063648 SKB2126 GA
MAGISTRATE COURT CASE NO:
26-L-00120
2023 Ford Edge
2FMPK4K96PBA18972 AW55JW FL
MAGISTRATE COURT CASE NO:
26-L-00121

1:16,23-2026

MDJ-9205
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: CHEVROLET
Year: 2005
Model: Suburban
Vehicle ID #: 3GNEC16Z45G281125
Vehicle License #: NO TAG
Present location of vehicle: **31 Veterans Memorial Hwy SW, Mableton, GA 30126**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9206
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: Nissan
Year: 2021
Model: Rogue
Vehicle ID #: 5N1AT3BA1MC731829
Vehicle License #: NO TAG
Present location of vehicle: **4018 LINDLEY RD, BLDG 300-A, POWDER SPRINGS, GA 30127-2378**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9227
GPN-17
NOTICE OF PRIVATE SALE

The following property will be sold by written bid by 9:00 a.m. MST on **1/23/2026**
2024 Utility VS2DX - 1UYVS2537R3178919
To inquire about this item please call Kerry Hendrickson at 801-624-5193.
Transportation Alliance Bank 4185 Harrison Blvd Ogden, UT 84403

1:16,23-2026

MDJ-9243
GPN-14
COBB COUNTY DOT
SEEKS PUBLIC INPUT AT
PUBLIC OPEN HOUSE FOR
EAST-WEST CONNECTOR
CORRIDOR
IMPROVEMENTS STUDY

The Cobb County Department of Transportation (DOT) will host a Public Open House (POH) on the East-West Connector Corridor Improvements Study. The meeting will be held on January 29, 2026, from 5 p.m. to 7 p.m. at Connection Pointe Church of God (Fellowship Hall), 888 East-West Connector, Austell, GA 30106. **(Attendees should enter the parking lot via Hicks Road and use the side entrance to access the Fellowship Hall).**
The in-person meeting will be held in an open house format, allowing attendees to view exhibits and speak with members of the East-West Connector Corridor Improvements Study project team. **There will be no formal presentation**. Interactive stations will allow the public to provide input on existing conditions and travel needs along the corridor.
Public comments may be submitted in any of the following ways:
1. Complete a Comment Card and place it in the comment box at the meeting.
2. Complete a Comment Card and mail it to:
Cobb County Department of Transportation
1890 County Services Parkway, Marietta, GA 30008
3. Email comments to: **DOTPlanning@cobbcounty.gov**
CCDOT has initiated the Study to evaluate current conditions, identify travel needs, and develop concept alternatives to improve safety, mobility, and operations along the East-West Connector from Powder Springs Road to Cumberland Parkway at the Interstate 285 overpass, including a segment of Atlanta Road between I-285 and Cumberland Parkway.
Visit the project web page to learn more:
https://www.cobbcounty.gov/transportation/transportation-planning/roadway-planning

1:16-2026

8001 Juvenile/Youth/Family

MDJ-9019
GPN-10
IN THE JUVENILE COURT OF
COBB COUNTY, GEORGIA
IN THE INTEREST OF:
M.W.; SEX- F; AGE- 7 mo.;
DOB: 4-20-25; CASE # 25-CV-1307-08
Child under 18 years of age.
NOTICE OF SUMMONS.

TO: the Mother, Tasia Webb, and the unknown unnamed father.
YOU ARE FURTHER NOTIFIED that a petition for guardianship has been filed in the Cobb County Juvenile Court and that by reason of an Order for service by publication entered by the court.
YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County, Georgia, in Marietta, Georgia, on the February 4, 2026, a 9:00 o'clock a.m. The hearing is for the purpose of determining whether a permanent guardian should be appointed over the person and property of the child.
A copy of the petition for permanent guardianship may be obtained from the clerk of the Cobb County Juvenile Court, which is located at 32 Waddle Street, Marietta, 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, the copy will be mailed to you.
The child is in the present temporary custody the department of family and children services.
The general nature of the allegations is that the unknown unnamed father has abandoned the child.
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, Justin M. Schneider, 3600 Dallas Highway, Suite 230, #137, Marietta, Georgia 30064, 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
Wayne E. Grannis,
Judge of said court.
This 5th day of January 2026.
CLERK JOYCE E. HOLMON
JUVENILE COURT OF
COBB COUNTY

1:9,16,23,30-2026

8002 Local Legislation

MDJ-9135
GPN-13
NOTICE OF INTENTION TO
INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the 2026 regular session of the General Assembly of Georgia a bill to amend an Act creating the State Court of Cobb County, approved March 26, 1964 (Ga. L. 1964, p. 3211), as amended; and for other purposes.

1:16-2026

8003 Public Hearing

MDJ-9232
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 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00 "Nonconforming Uses". 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 February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2025, at 6:30 p.m. Both meetings will 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/**

1:16-2026

MDJ-9233
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for the adoption of the official City of Kennesaw 2026 Zoning Map. A copy of the map is on file in the Planning and Zoning office located at 3080 Moon Station Rd, Kennesaw, GA 30144 for viewing during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
Said meeting shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2026, 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/**

1:16-2026

MDJ-9234
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Walton Communities, LLC. Said request is to rezone two (2) parcels located at 1600 Old 41 Hwy (20021200130 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District to develop a multi-family residential community consisting of one hundred eighty-two (182) dwelling units. The parcels lie in Land Lot 212, Tax Parcels 13 & 156 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

MDJ-9235
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Dean Klein. Said request is to rezone approximately 0.11 +/- acres of unassigned right-of-way (ROW) fronting 2995 and 2997 N Main Street (20013900140 & 20013900130) to R-15, Single-Family Residential. The parcels lie in Land Lot 139, Tax Parcels 14 & 13 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

8004 Public Sales/Auctions

MDJ-8938
GPN-17
STORAGE TREASURES AUCTION

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
1897 West Oak Pkwy, Marietta, GA 30062 for January 27, 2026 at 11:30 am.
Rosie Page
Unit# 1534
Household items
Rose Page
Unit# 1608
Household items
Rosie Page
Unit# 2622
Household items
The auction will be listed and advertised on **www.storagetreasures.com**. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

1:9,16-2026

MDJ-9009
GPN-17
NOTICE OF PUBLIC SALE

The following self-storage Cube contents containing household and other goods will be sold for cash by **CubeSmart** Asset Management, LLC as Agent for Owner **[381 Veterans Memorial Hwy SW Mableton Ga 30126]** to satisfy a

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: February 9, 2026

TITLE: **Ordinance: Unified Development Code Text Amendment**
Consideration for approval of an ordinance to amend the Unified Development Code, Appendix A, Section 2.01.03 “Residential Zoning Districts” and Section 9.01.00 “Nonconforming Uses” of said chapter as submitted by the City of Kennesaw. Case #MISC2026-02

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. ORD 2026- MISC2026-02_ Residential Nonconforming
2. MISC2026-02_Residential Nonconforming_Map
3. MISC2026-02_Residential Nonconforming_Legal Ad
4. 02-04-26 Planning Commission Action Minutes
5. 2026-01-16 Zoning Public Hearings Legal Ad

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2026-__

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SECTION 2.01.03 "RESIDENTIAL ZONING DISTRICTS" AND SECTION 9.01.00 "NONCONFORMING USES"

BE IT ORDAINED 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 health, safety, morals, order, prosperity and general welfare of the City of Kennesaw and its individual and corporate citizens; and

WHEREAS, Subdivisions located within various residential zoning districts and established prior to 1996 were legally created; however, many of the lots within these subdivisions no longer meet the current minimum requirements for lot size, width, or setbacks as outlined in the Unified Development Code (UDC); and

WHEREAS, these nonconforming conditions have created challenges for property owners seeking to rebuild or redevelop their properties in a manner consistent with the original character of the neighborhood; and

WHEREAS, the City seeks to establish a clear and equitable process for recognizing legally established residential lots that have become nonconforming, in order to allow for their reasonable use, reduce administrative burdens related to variances, promote consistency in residential development, and uphold the health, safety, and welfare of the community; and

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 as follows:

SECTION 1

THAT SECTION 2.01.03 of the Unified Development Code of the Code of Ordinances for the City of Kennesaw, Georgia, is hereby amended to read as follows:

2.01.03 Residential Zoning Districts

2.01.03.03 The regulations for the R-20 Single-Family residential district (20,000-square-foot lot size) are as follows:

A. *Purpose and intent.* The R-20 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

B. *Uses.* Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed. See Section 4.04.01 for standards associated with Special Exception uses. Any conflict between the standards set forth in this district and those set forth in Section 4.04.01, the standards in Section 4.04.01 shall control for purposes of developing a Special Exception use.

The following uses are permitted:

Clubs or lodges

Community Fairs

Designated Recycling Collection locations

Executive golf courses

Fruit Trees, Nuts and Vegetables for personal consumption (not for commerce)

Golf courses (Par 3)

Golf courses (18-hold regulation; private and public)

Group homes

Limited home occupations

Nonprofit riding stables

Nonprofit (seasonal use) fishing lakes

Private parks

Recreation grounds other than tennis courts and golf courses

Religious assemblies

Single family dwelling units (detached)

Short Term Rentals (STR)

Temporary uses

The following uses are permitted by special exception (refer to section 4.04.01):

Cemeteries

Mausoleum

Private community centers

Private schools of general and special education

The following uses are permitted by land use permit or special land use permit:

Cottage food operator (refer to section 4.04.05 Standards for Home Occupation)

Family childcare learning home (refer to section 4.04.05 Standards for Home Occupation)

Home occupations (refer to section 4.04.05)

Manufactured Homes

Radio, television and other communication towers and antennas (refer to section 4.04.06)

C. *Requirements for certain uses.* The following uses shall have the requirements as ascribed to them in this subsection.

1. *Cottage Food Operators:*

   (a) Cottage food operators shall adhere to all rules and regulations imposed by the Georgia Department of Agriculture.

   (b) There shall be no signage or other exterior evidence of the cottage food operator.

   (c) Deliveries of specialty ingredients such as herbs and spices, etc., limited to those made by the United States Postal Service or other carrier (FedEx, United Parcel Service, etc.) that routinely deliver mail/internet order products to residents.

   (d) No cottage food products prepared by the cottage food operator may be picked up by a commercial carrier.

   (e) There shall be no employees parking on the site unless approved by the Mayor and City Council in accordance with Section 4.04.05.

   (f) A home occupation land use permit shall be required.

2. *Limited Home Occupations:*

   (a) There shall be no exterior evidence of the home occupation, including but not limited to any type of identifying signs.

   (b) No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.

   (c) No mechanical equipment shall be used for such occupation except such equipment as is customary for purely household and hobby purposes.

   (d) Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.

   (e) No more than 25 percent of the dwelling unit may be used for the operation.

   (f) No materials, equipment or business vehicles may be stored or parked on the premises, except that one business vehicle, used exclusively by the resident may be parked in a carport, garage, or rear or side yard.

   (g) The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of the home occupation.

   (h) There shall be no deliveries of supplies for use in the home occupation or pickups of the items produced by the occupant by commercial carriers.

   (i) No clients or customers are allowed on the premises on a regular basis.

   (j) The limited home occupation shall not create a nuisance.

3. *Designated Recycling Collection Locations:*

   (a) Must be maintained in a safe, clean, neat, and sanitary fashion;

   (b) Such location shall be visually screened and maintained;

   (c) Such location shall be within the building setbacks unless otherwise approved by the zoning administrator or his/her designee due to topography, safety, internal traffic flow, site distance, or for other site-related circumstances not created by the property owner.

4. *Group Home:*

   (a) A group home shall be shared by four or fewer persons, excluding resident staff;

(b) The group home must provide the City of Kennesaw with a copy of its scheduled activity plan, a copy of the group home rules, and, if applicable, evidence of active enforcement under the Georgia Association of Recovery Residence standards;

(c) The group home must be under the direction and guidance of a designated managing caregiver that resides at the group home;

(d) The designated managing caregiver or his or her designee shall be available on a 24-hour basis in the event of emergencies or complaints; and

(e) A group home must submit to random inspections by the City Code Enforcement;

(f) A group home shall comply with all applicable regulations by the Board of Behavioral Health and Developmental Disabilities and the Department of Behavioral Health and Developmental Disabilities.

5. *Family childcare learning home:*

(a) Maximum of six children under 13 years of age at one time for pay or not for pay;

(b) For purpose of this section only, children who are related by direct blood kin or adoption to the childcare provider shall not be included in the calculation of the six children limitation;

(c) The childcare shall not create a nuisance to immediately adjacent property owners;

(d) Off-street parking must be provided for childcare pick-up and drop-off; and

(e) No employees;

(f) Proof of a Family child care learning home license under O.C.G.A. § 20-1A-10(v), or as amended from time to time, by the Department of Early Care and Learning or its successor agency;

(g) A home occupation land use permit shall be required.

6. *Temporary Uses:*

(a) An approved temporary use shall not exceed 30 days and may be renewed for not more than one additional 30-day period.

(b) Adequate off-street parking shall be provided.

(c) Application for a temporary use shall be made with the City Business License division.

D. *Dimensional standards for Development.* Setback shall be measured from the property line of the parcel. The property with the shortest amount of road frontage shall be the front setback for determining other setbacks (major side, side, rear).

1. Minimum lot size: 20,000 square feet. The Zoning Administrator shall not be authorized to recommend a variance for more than 25 percent of the minimum lot size.
2. Minimum floor area: 1,500 square feet.
3. Minimum lot width at front setback line: 75 feet; cul-de-sac, 60 feet.
4. Minimum public road frontage: 75 feet; cul-de-sac, 50 feet.
5. Maximum cover: 35%
6. Maximum building height: 35 feet.
7. A basement shall be counted as a story if the ceiling is six feet or more above the grade and is either subdivided or used for dwelling or business purposes. A basement is a portion of the building partly underground which has more than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground.

8. *Minimum building setbacks:*

   (a) Front yard as measured from arterial: 40 feet.

   (b) Front yard as measured from collector: 40 feet.

   (c) Front yard as measured from local: 35 feet.

   (d) Side yard (aka minor side yard): 10 feet.

   (e) Rear yard: 35 feet.

   (f) Major side: 25 feet.

9. *Measuring building setbacks*: The number and type of setbacks is determined based on the number and type of public road frontages for the lot as follows and as shown on the following diagram:

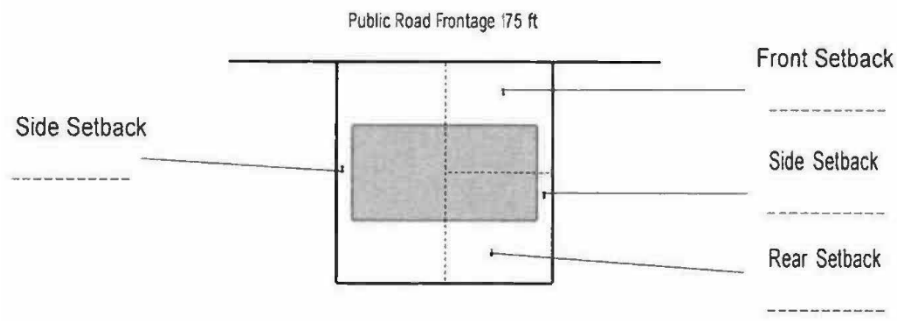
   (a) One public road frontage: The front yard setback is measured from the one public road frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the other two yards are side yards.

   (b) Two public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The major side yard setback is measured from the road with the longer frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the yard opposite the major side yard is the minor side yard.

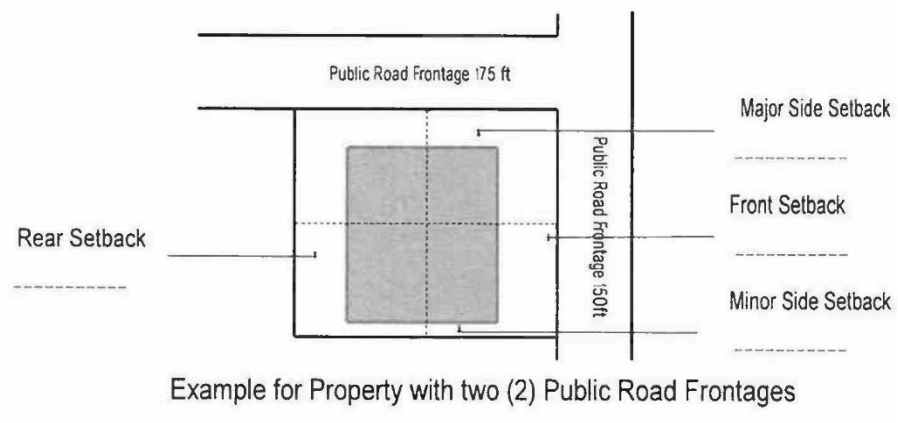
   (c) Three public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The two major side yard setbacks are measured from the other two road frontages (arterial, collector, or local). The remaining yard is a minor side yard.

   (d) Building setbacks apply to both principal and accessory buildings and structure except where it explicitly states otherwise.

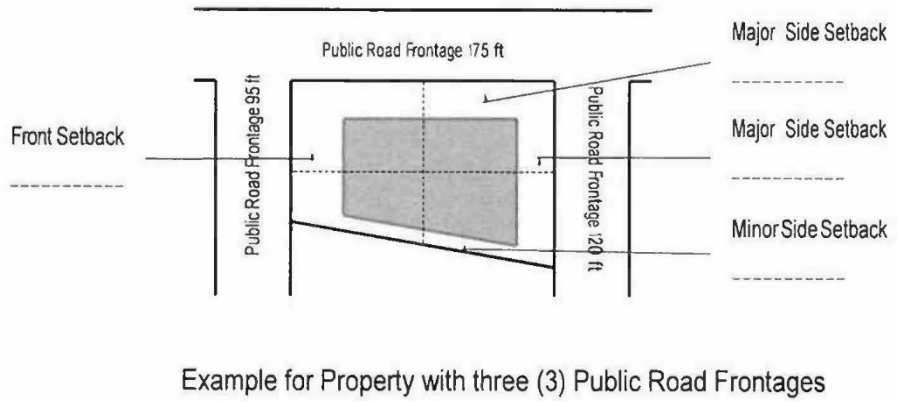
   (e) Irregular shaped lots: The Planning and Zoning Administrator will determine setbacks for irregular shaped lots adhering to the spirit and intent of this section.



Example for Property with one (1) Public Road Frontage



Example for Property with two (2) Public Road Frontages



Example for Property with three (3) Public Road Frontages

10. *Nonconforming Uses*. Any lot with an existing structure that was developed and established in accordance with applicable ordinances prior to March 18, 1996 shall be considered a lawful, conforming use under the Unified Development Code (UDC). In the event of reconstruction, such properties may be rebuilt using the previously established building footprint. The Zoning Administrator or their designee shall have the authority to approve administrative variances to reduce dimensional standards such as setbacks, lot width, coverage for lots identified as nonconforming on the official map referenced in Appendix A, where such standards do not align with current zoning regulations.

Administrative variances may be granted only if:

1. The proposed reconstruction does not adversely impact adjacent properties, and
2. The request remains consistent with the intent and purpose of the Unified Development Code.

2.01.03.04 The regulations for the R-15 Single-Family residential district (15,000-square-foot lot size) are as follows:

A. *Purpose and intent.* The R-15 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

B. *Uses.* Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed. See Section 4.04.01 for standards associated with Special Exception uses. Any conflict between the standards set forth in this district and those set forth in Section 4.04.01, the standards in Section 4.04.01 shall control for purposes of developing a Special Exception use.

The following uses are permitted:

Clubs or lodges

Community Fairs

Designated Recycling Collection locations

Executive golf courses

Golf courses (Par 3)

Golf courses (18-hold regulation; private and public)

Group homes

Limited home occupations

Nonprofit riding stables

Nonprofit (seasonal use) fishing lakes

Private parks

Recreation grounds other than tennis courts and golf courses

Religious assemblies

Single family dwelling units (detached)

Short Term Rentals (STR)

Temporary uses

The following uses are permitted by special exception (refer to section 4.04.01):

Cemeteries

Mausoleum

Private community centers

Private schools of general and special education

The following uses are permitted by land use permit or special land use permit:

Cottage food operator (refer to section 4.04.05 Standards for Home Occupation)

Family childcare learning home (refer to section 4.04.05 Standards for Home Occupation)

Home occupations (refer to section 4.04.05)

Manufactured Homes

Radio, television and other communication towers and antennas (refer to section 4.04.06)

C. *Requirements for certain uses.* The following uses shall have the requirements as ascribed to them in this subsection.

1. *Cottage Food Operators:*

(a) Cottage food operators shall adhere to all rules and regulations imposed by the Georgia Department of Agriculture.

(b) There shall be no signage or other exterior evidence of the cottage food operator.

(c) Deliveries of specialty ingredients such as herbs and spices, etc., limited to those made by the United States Postal Service or other carrier (FedEx, United Parcel Service, etc.) that routinely deliver mail/internet order products to residents.

(d) No cottage food products prepared by the cottage food operator may be picked up by a commercial carrier.

(e) There shall be no employees parking on the site unless approved by the Mayor and City Council in accordance with Section 4.04.05.

(f) A home occupation land use permit shall be required.

2. *Limited Home Occupations:*

(a) There shall be no exterior evidence of the home occupation, including but not limited to any type of identifying signs.

(b) No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.

(c) No mechanical equipment shall be used for such occupation except such equipment as is customary for purely household and hobby purposes.

(d) Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.

(e) No more than 25 percent of the dwelling unit may be used for the operation.

(f) No materials, equipment or business vehicles may be stored or parked on the premises, except that one business vehicle, used exclusively by the resident may be parked in a carport, garage, or rear or side yard.

(g) The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of the home occupation.

(h) There shall be no deliveries of supplies for use in the home occupation or pickups of the items produced by the occupant by commercial carriers.

(i) No clients or customers are allowed on the premises on a regular basis.

(j) The limited home occupation shall not create a nuisance.

3. *Designated Recycling Collection Locations:*

(a) Must be maintained in a safe, clean, neat, and sanitary fashion;

(b) Such location shall be visually screened and maintained;

(c) Such location shall be within the building setbacks unless otherwise approved by the zoning administrator or his/her designee due to topography, safety, internal traffic flow, site distance, or for other site-related circumstances not created by the property owner.

4. *Group Home:*

(a) A group home shall be shared by four or fewer persons, excluding resident staff;

(b) The group home must provide the City of Kennesaw with a copy of its scheduled activity plan, a copy of the group home rules, and, if applicable, evidence of active enforcement under the Georgia Association of Recovery Residence standards;

(c) The group home must be under the direction and guidance of a designated managing caregiver that resides at the group home;

(d) The designated managing caregiver or his or her designee shall be available on a 24-hour basis in the event of emergencies or complaints; and

(e) A group home must submit to random inspections by the City Code Enforcement;

(f) A group home shall comply with all applicable regulations by the Board of Behavioral Health and Developmental Disabilities and the Department of Behavioral Health and Developmental Disabilities.

5. *Family childcare learning home:*

(a) Maximum of six children under 13 years of age at one time for pay or not for pay;

(b) For purpose of this section only, children who are related by direct blood kin or adoption to the childcare provider shall not be included in the calculation of the six children limitation;

(c) The childcare shall not create a nuisance to immediately adjacent property owners;

(d) Off-street parking must be provided for childcare pick-up and drop-off; and

(e) No employees;

(f) Proof of a Family child care learning home license under O.C.G.A. § 20-1A-10(v), or as amended from time to time, by the Department of Early Care and Learning or its successor agency;

(g) A home occupation land use permit shall be required.

6. *Temporary Uses:*

(a) An approved temporary use shall not exceed 30 days and may be renewed for not more than one additional 30-day period.

(b) Adequate off-street parking shall be provided.

(c) Application for a temporary use shall be made with the City Business License division.

D. *Dimensional standards for Development.* Setback shall be measured from the property line of the parcel. The property with the shortest amount of road frontage shall be the front setback for determining other setbacks (major side, side, rear).

1. Minimum lot size: 15,000 square feet. The Zoning Administrator shall not be authorized to recommend a variance for more than 25 percent of the minimum lot size.
2. Minimum floor area: 1,400 square feet.
3. Minimum lot width at front setback line: 75 feet; cul-de-sac, 60 feet.
4. Minimum public road frontage: 75 feet; cul-de-sac, 50 feet.
5. Maximum cover: 35%
6. Maximum building height: 35 feet.
7. A basement shall be counted as a story if the ceiling is six feet or more above the grade and is either subdivided or used for dwelling or business purposes. A basement is a portion of the building partly underground which has more than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground.
8. *Minimum building setbacks:*

(a) Front yard as measured from arterial: 40 feet.

(b) Front yard as measured from collector: 40 feet.

(c) Front yard as measured from local: 35 feet.

(d) Side yard (aka minor side yard): 10 feet.

(e) Rear yard: 30 feet.

(f) Major side: 25 feet.

9. *Measuring building setbacks*: The number and type of setbacks is determined based on the number and type of public road frontages for the lot as follows and as shown on the following diagram:

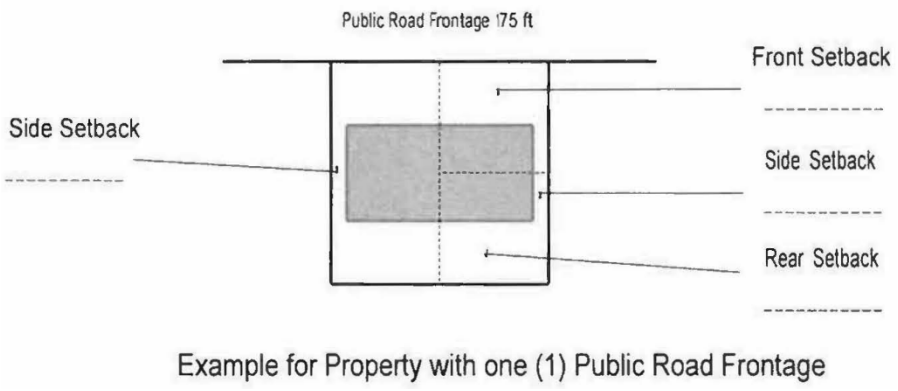
(a) One public road frontage: The front yard setback is measured from the one public road frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the other two yards are side yards.

(b) Two public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The major side yard setback is measured from the road with the longer frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the yard opposite the major side yard is the minor side yard.

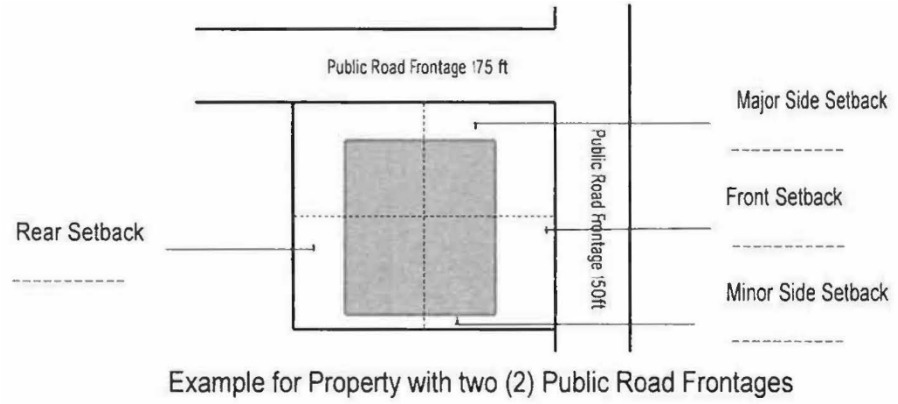
(c) Three public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The two major side yard setbacks are measured from the other two road frontages (arterial, collector, or local). The remaining yard is a minor side yard.

(d) Building setbacks apply to both principal and accessory buildings and structure except where it explicitly states otherwise.

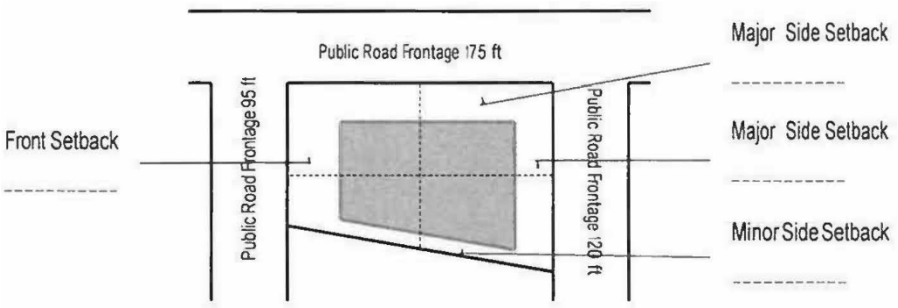
(e) Irregular shaped lots: The Planning and Zoning Administrator will determine setbacks for irregular shaped lots adhering to the spirit and intent of this section.



Example for Property with one (1) Public Road Frontage



Example for Property with two (2) Public Road Frontages



Example for Property with three (3) Public Road Frontages

10. *Nonconforming Uses*. Any lot with an existing structure that was developed and established in accordance with applicable ordinances prior to March 18, 1996 shall be considered a lawful, conforming use under the Unified Development Code (UDC). In the event of reconstruction, such properties may be rebuilt using the previously established building footprint. The Zoning Administrator or their designee shall have the authority to approve administrative variances to reduce dimensional standards such as setbacks, lot width, coverage for lots identified as nonconforming on the official map referenced in Appendix A, where such standards do not align with current zoning regulations.

Administrative variances may be granted only if:

1. The proposed reconstruction does not adversely impact adjacent properties, and
2. The request remains consistent with the intent and purpose of the Unified Development Code.

2.01.03.05 The regulations for the R-12 Single-Family residential district (12,000-square-foot lot size) are as follows:

A. *Purpose and intent.* The R-12 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage.

B. *Uses.* Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed. See Section 4.04.01 for standards associated with Special Exception uses. Any conflict between the standards set forth in this district and those set forth in Section 4.04.01, the standards in Section 4.04.01 shall control for purposes of developing a Special Exception use.

The following uses are permitted:

Clubs or lodges

Community Fairs

Designated Recycling Collection locations

Executive golf courses

Golf courses (Par 3)

Golf courses (18-hold regulation; private and public)

Group homes

Limited home occupations

Nonprofit riding stables

Nonprofit (seasonal use) fishing lakes

Private parks

Recreation grounds other than tennis courts and golf courses

Religious assemblies

Single family dwelling units (detached)

Short Term Rentals (STR)

Temporary uses

The following uses are permitted by special exception (refer to section 4.04.01):

Cemeteries

Mausoleum

Private community centers

Private schools of general and special education

The following uses are permitted by land use permit or special land use permit:

Cottage food operator (refer to section 4.04.05 Standards for Home Occupation)

Family childcare learning home (refer to section 4.04.05 Standards for Home Occupation)

Home occupations (refer to section 4.04.05)

Manufactured Homes

Radio, television and other communication towers and antennas (refer to section 4.04.06)

C. *Requirements for certain uses.* The following uses shall have the requirements as ascribed to them in this subsection.

1. *Cottage Food Operators:*

   (a) Cottage food operators shall adhere to all rules and regulations imposed by the Georgia Department of Agriculture.

   (b) There shall be no signage or other exterior evidence of the cottage food operator.

   (c) Deliveries of specialty ingredients such as herbs and spices, etc., limited to those made by the United States Postal Service or other carrier (FedEx, United Parcel Service, etc.) that routinely deliver mail/internet order products to residents.

   (d) No cottage food products prepared by the cottage food operator may be picked up by a commercial carrier.

   (e) There shall be no employees parking on the site unless approved by the Mayor and City Council in accordance with Section 4.04.05.

   (f) A home occupation land use permit shall be required.

2. *Limited Home Occupations:*

   (a) There shall be no exterior evidence of the home occupation, including but not limited to any type of identifying signs.

   (b) No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.

   (c) No mechanical equipment shall be used for such occupation except such equipment as is customary for purely household and hobby purposes.

(d) Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.

(e) No more than 25 percent of the dwelling unit may be used for the operation.

(f) No materials, equipment or business vehicles may be stored or parked on the premises, except that one business vehicle, used exclusively by the resident may be parked in a carport, garage, or rear or side yard.

(g) The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of the home occupation.

(h) There shall be no deliveries of supplies for use in the home occupation or pickups of the items produced by the occupant by commercial carriers.

(i) No clients or customers are allowed on the premises on a regular basis.

(j) The limited home occupation shall not create a nuisance.

3. *Designated Recycling Collection Locations:*

(a) Must be maintained in a safe, clean, neat, and sanitary fashion;

(b) Such location shall be visually screened and maintained;

(c) Such location shall be within the building setbacks unless otherwise approved by the zoning administrator or his/her designee due to topography, safety, internal traffic flow, site distance, or for other site-related circumstances not created by the property owner.

4. *Group Home:*

(a) A group home shall be shared by four or fewer persons, excluding resident staff;

(b) The group home must provide the City of Kennesaw with a copy of its scheduled activity plan, a copy of the group home rules, and, if applicable, evidence of active enforcement under the Georgia Association of Recovery Residence standards;

(c) The group home must be under the direction and guidance of a designated managing caregiver that resides at the group home;

(d) The designated managing caregiver or his or her designee shall be available on a 24-hour basis in the event of emergencies or complaints; and

(e) A group home must submit to random inspections by the City Code Enforcement;

(f) A group home shall comply with all applicable regulations by the Board of Behavioral Health and Developmental Disabilities and the Department of Behavioral Health and Developmental Disabilities.

5. *Family childcare learning home:*

(a) Maximum of six children under 13 years of age at one time for pay or not for pay;

(b) For purpose of this section only, children who are related by direct blood kin or adoption to the childcare provider shall not be included in the calculation of the six children limitation;

(c) The childcare shall not create a nuisance to immediately adjacent property owners;

(d) Off-street parking must be provided for childcare pick-up and drop-off; and

(e) No employees;

(f) Proof of a Family child care learning home license under O.C.G.A. § 20-1A-10(v), or as amended from time to time, by the Department of Early Care and Learning or its successor agency;

(g) A home occupation land use permit shall be required.

6. *Temporary Uses:*

(a) An approved temporary use shall not exceed 30 days and may be renewed for not more than one additional 30-day period.

(b) Adequate off-street parking shall be provided.

(c) Application for a temporary use shall be made with the City Business License division.

D. *Dimensional standards for Development.* Setback shall be measured from the property line of the parcel. The property with the shortest amount of road frontage shall be the front setback for determining other setbacks (major side, side, rear).

1. Minimum lot size: 12,000 square feet. The Zoning Administrator shall not be authorized to recommend a variance for more than 25 percent of the minimum lot size.

2. Minimum floor area: 1,200 square feet.

3. Minimum lot width at front setback line: 75 feet; cul-de-sac, 60 feet.

4. Minimum public road frontage: 75 feet; cul-de-sac, 50 feet.

5. Maximum cover: 30%

6. Maximum building height: 35 feet.

7. A basement shall be counted as a story if the ceiling is six feet or more above the grade and is either subdivided or used for dwelling or business purposes. A basement is a portion of the building partly underground which has more than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground.

8. *Minimum building setbacks:*

(a) Front yard as measured from arterial: 40 feet.

(b) Front yard as measured from collector: 40 feet.

(c) Front yard as measured from local: 35 feet.

(d) Side yard (aka minor side yard): 10 feet.

(e) Rear yard: 20 feet.

(f) Major side: 25 feet.

9. *Measuring building setbacks*: The number and type of setbacks is determined based on the number and type of public road frontages for the lot as follows and as shown on the following diagram:

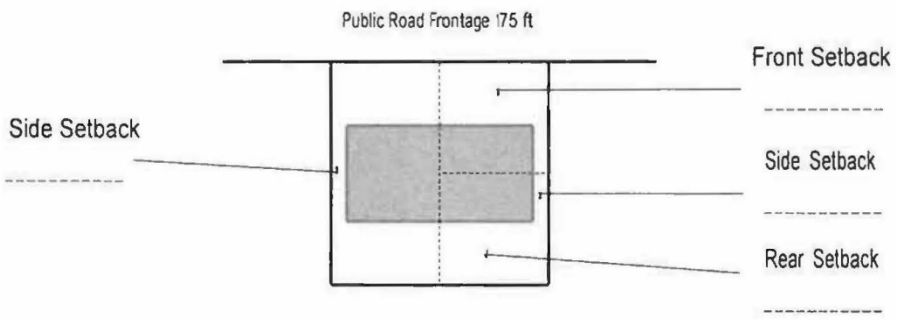
(a) One public road frontage: The front yard setback is measured from the one public road frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the other two yards are side yards.

(b) Two public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The major side yard setback is measured from the road with the longer frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the yard opposite the major side yard is the minor side yard.

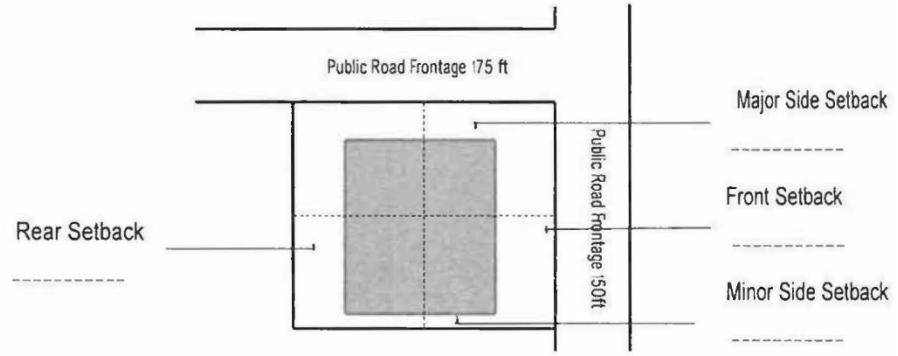
(c) Three public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The two major side yard setbacks are measured from the other two road frontages (arterial, collector, or local). The remaining yard is a minor side yard.

(d) Building setbacks apply to both principal and accessory buildings and structure except where it explicitly states otherwise.

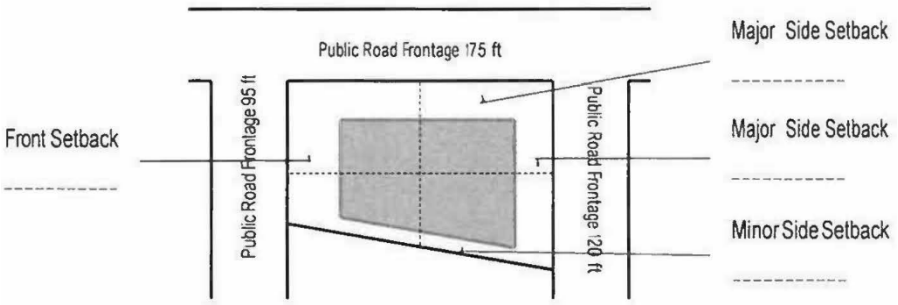
(e) Irregular shaped lots: The Planning and Zoning Administrator will determine setbacks for irregular shaped lots adhering to the spirit and intent of this section.



Example for Property with one (1) Public Road Frontage



Example for Property with two (2) Public Road Frontages



Example for Property with three (3) Public Road Frontages

10. *Nonconforming Uses*. Any lot with an existing structure that was developed and established in accordance with applicable ordinances prior to March 18, 1996 shall be considered a lawful, conforming use under the Unified Development Code (UDC). In the event of reconstruction, such properties may be rebuilt using the previously established building footprint. The Zoning Administrator or their designee shall have the authority to approve administrative variances to reduce dimensional standards such as setbacks, lot width, coverage for lots identified as nonconforming on the official map referenced in Appendix A, where such standards do not align with current zoning regulations.

Administrative variances may be granted only if:

1. The proposed reconstruction does not adversely impact adjacent properties, and

2. The request remains consistent with the intent and purpose of the Unified Development Code.

2.01.03.06 The regulations for the R-10 Single-Family residential district (10,000-square-foot lot size) are as follows:

A. *Purpose and intent.* The R-10 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage. ~~The 289 parcels developed as a 10,000 square foot lot within the Woodland Acres subdivision which met the conditions of the ordinance prior to 1994, shall be deemed to a lawful conforming use and the Official Zoning Map of the City of Kennesaw, shall be amended to reflect that these lots and homes thereon shall be rezoned as lawful and conforming and subject to the regulations contained herein.~~

B. *Uses.* Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed. See Section 4.04.01 for standards associated with Special Exception uses. Any conflict between the standards set forth in this district and those set forth in Section 4.04.01, the standards in Section 4.04.01 shall control for purposes of developing a Special Exception use.

The following uses are permitted:

Clubs or lodges

Community Fairs

Designated Recycling Collection locations

Executive golf courses

Golf courses (Par 3)

Golf courses (18-hold regulation; private and public)

Group homes

Limited home occupations

Nonprofit riding stables

Nonprofit (seasonal use) fishing lakes

Private parks

Recreation grounds other than tennis courts and golf courses

Religious assemblies

Single family dwelling units (detached)

Short Term Rentals (STR)

Temporary uses

The following uses are permitted by special exception (refer to section 4.04.01):

Cemeteries

Mausoleum

Private community centers

Private schools of general and special education

The following uses are permitted by land use permit or special land use permit:

Cottage food operator (refer to section 4.04.05 Standards for Home Occupation)

Family childcare learning home (refer to section 4.04.05 Standards for Home Occupation)

Home occupations (refer to section 4.04.05)

Manufactured Homes

Radio, television and other communication towers and antennas (refer to section 4.04.06)

C. *Requirements for certain uses.* The following uses shall have the requirements as ascribed to them in this subsection.

1. *Cottage Food Operators:*

(a) Cottage food operators shall adhere to all rules and regulations imposed by the Georgia Department of Agriculture.

(b) There shall be no signage or other exterior evidence of the cottage food operator.

(c) Deliveries of specialty ingredients such as herbs and spices, etc., limited to those made by the United States Postal Service or other carrier (FedEx, United Parcel Service, etc.) that routinely deliver mail/internet order products to residents.

(d) No cottage food products prepared by the cottage food operator may be picked up by a commercial carrier.

(e) There shall be no employees parking on the site unless approved by the Mayor and City Council in accordance with Section 4.04.05.

(f) A home occupation land use permit shall be required.

2. *Limited Home Occupations:*

(a) There shall be no exterior evidence of the home occupation, including but not limited to any type of identifying signs.

(b) No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.

(c) No mechanical equipment shall be used for such occupation except such equipment as is customary for purely household and hobby purposes.

(d) Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.

(e) No more than 25 percent of the dwelling unit may be used for the operation.

(f) No materials, equipment or business vehicles may be stored or parked on the premises, except that one business vehicle, used exclusively by the resident may be parked in a carport, garage, or rear or side yard.

(g) The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of the home occupation.

(h) There shall be no deliveries of supplies for use in the home occupation or pickups of the items produced by the occupant by commercial carriers.

(i) No clients or customers are allowed on the premises on a regular basis.

(j) The limited home occupation shall not create a nuisance.

3. *Designated Recycling Collection Locations:*

(a) Must be maintained in a safe, clean, neat, and sanitary fashion;

(b) Such location shall be visually screened and maintained;

(c) Such location shall be within the building setbacks unless otherwise approved by the zoning administrator or his/her designee due to topography, safety, internal traffic

flow, site distance, or for other site-related circumstances not created by the property owner.

4. *Group Home:*

   (a) A group home shall be shared by four or fewer persons, excluding resident staff;

   (b) The group home must provide the City of Kennesaw with a copy of its scheduled activity plan, a copy of the group home rules, and, if applicable, evidence of active enforcement under the Georgia Association of Recovery Residence standards;

   (c) The group home must be under the direction and guidance of a designated managing caregiver that resides at the group home;

   (d) The designated managing caregiver or his or her designee shall be available on a 24-hour basis in the event of emergencies or complaints; and

   (e) A group home must submit to random inspections by the City Code Enforcement;

   (f) A group home shall comply with all applicable regulations by the Board of Behavioral Health and Developmental Disabilities and the Department of Behavioral Health and Developmental Disabilities.

5. *Family childcare learning home:*

   (a) Maximum of six children under 13 years of age at one time for pay or not for pay;

   (b) For purpose of this section only, children who are related by direct blood kin or adoption to the childcare provider shall not be included in the calculation of the six children limitation;

   (c) The childcare shall not create a nuisance to immediately adjacent property owners;

   (d) Off-street parking must be provided for childcare pick-up and drop-off; and

   (e) No employees;

   (f) Proof of a Family child care learning home license under O.C.G.A. § 20-1A-10(v), or as amended from time to time, by the Department of Early Care and Learning or its successor agency;

   (g) A home occupation land use permit shall be required.

6. *Temporary Uses:*

   (a) An approved temporary use shall not exceed 30 days and may be renewed for not more than one additional 30-day period.

   (b) Adequate off-street parking shall be provided.

   (c) Application for a temporary use shall be made with the City Business License division.

D. *Dimensional standards for Development.* Setback shall be measured from the property line of the parcel. The property with the shortest amount of road frontage shall be the front setback for determining other setbacks (major side, side, rear).

1. Minimum lot size: 10,000 square feet. The Zoning Administrator shall not be authorized to recommend a variance for more than 25 percent of the minimum lot size.
2. Minimum floor area: 1,050 square feet.
3. Minimum lot width at front setback line: 75 feet; cul-de-sac, 60 feet.
4. Minimum public road frontage: 75 feet; cul-de-sac, 50 feet.
5. Maximum cover: 30%
6. Maximum building height: 35 feet.

7. A basement shall be counted as a story if the ceiling is six feet or more above the grade and is either subdivided or used for dwelling or business purposes. A basement is a portion of the building partly underground which has more than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground.

8. *Minimum building setbacks:*

   (a) Front yard as measured from arterial: 40 feet.

   (b) Front yard as measured from collector: 40 feet.

   (c) Front yard as measured from local: 35 feet.

   (d) Side yard (aka minor side yard): 10 feet.

   (e) Rear yard: 20 feet.

   (f) Major side: 25 feet.

9. *Measuring building setbacks*: The number and type of setbacks is determined based on the number and type of public road frontages for the lot as follows and as shown on the following diagram:

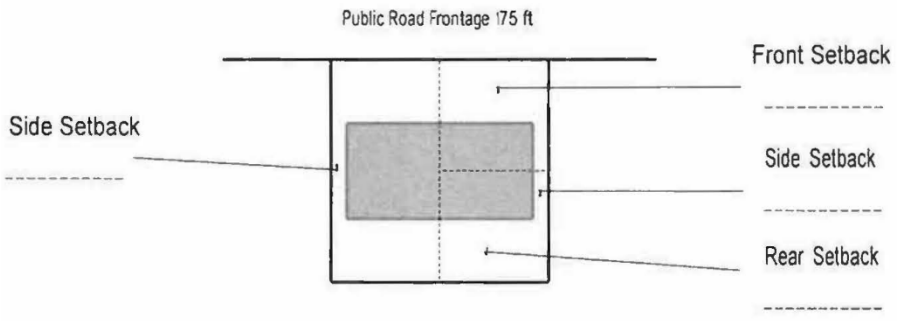
   (a) One public road frontage: The front yard setback is measured from the one public road frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the other two yards are side yards.

   (b) Two public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The major side yard setback is measured from the road with the longer frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the yard opposite the major side yard is the minor side yard.

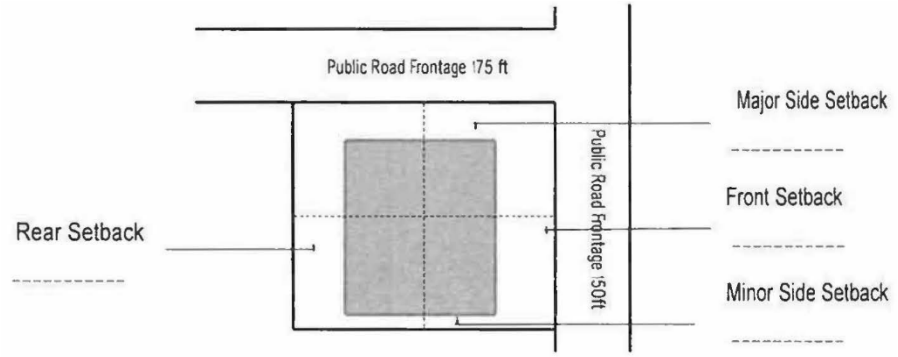
   (c) Three public road frontages: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The two major side yard setbacks are measured from the other two road frontages (arterial, collector, or local). The remaining yard is a minor side yard.

   (d) Building setbacks apply to both principal and accessory buildings and structure except where it explicitly states otherwise.

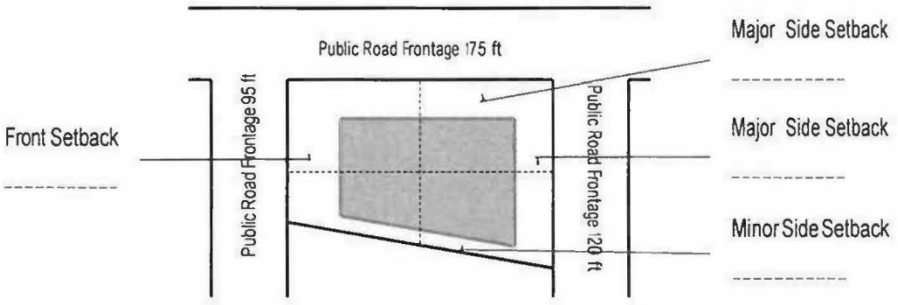
   (e) Irregular shaped lots: The Planning and Zoning Administrator will determine setbacks for irregular shaped lots adhering to the spirit and intent of this section.



Example for Property with one (1) Public Road Frontage



Example for Property with two (2) Public Road Frontages



Example for Property with three (3) Public Road Frontages

10. *Nonconforming Uses*. Any lot with an existing structure that was developed and established in accordance with applicable ordinances prior to March 18, 1996 shall be considered a lawful, conforming use under the Unified Development Code (UDC). In the event of reconstruction, such properties may be rebuilt using the previously established building footprint. The Zoning Administrator or their designee shall have the authority to approve administrative variances to reduce dimensional standards such as setbacks, lot width, coverage for lots identified as nonconforming on the official map referenced in Appendix A, where such standards do not align with current zoning regulations.

Administrative variances may be granted only if:

1. The proposed reconstruction does not adversely impact adjacent properties, and

2. The request remains consistent with the intent and purpose of the Unified Development Code.

SECTION 2

THAT SECTION 9.01.00 of the Unified Development Code of the Code of Ordinances for the City of Kennesaw, Georgia, is hereby amended to read as follows:

9.01.00 Nonconforming Uses

A. The lawful use of any building, structure or land existing at the time of the enactment of this UDC may be continued even though such use does not conform with the provisions of this UDC except that the use of a principal nonconforming building, structure or land shall not be:

Changed to another nonconforming use;

Re-established after discontinuance or abandonment for one (1) year. Discontinuance or abandonment means the failure to devote the property to the permitted nonconforming use evidenced by an overt act or failure to

act (or combination of the two) sufficient to support the implication of an intent to relinquish the right to continue the nonconforming use.

Expanded, enlarged or extended, either on the same or adjoining parcel, except in conformity with this ordinance;

Rebuilt, altered, replaced, or repaired after damage exceeding fifty percent (50%) of its replacement cost at the time of destruction as determined by the building official except in conformity with this ordinance. For those situations where the damage does not exceed fifty percent (50%) of its replacement value, any such rebuilding, alteration, replacement or repair shall be completed within twelve (12) months of such damage;

Altered, except if less than thirty percent (30%) of the floor space of a building or structure is found by the building inspector to be structurally unsafe then a permit may be issued to correct the unsafe condition.

Exception for Established Communities: Residential properties located within established neighborhoods developed and recorded prior to March 18, 1996 shall be considered conforming for the purposes of rebuilding. In the event of damage, such properties may be reconstructed using the previously established building footprint, provided the use remains consistent with the original residential designation and all applicable building codes are met.

B. At the time of the enactment of this UDC, every owner of a nonconforming building or structure shall have sixty (60) days to indicate in writing to the Zoning Administrator which building or structure or group of buildings or structures will be considered the "principal" nonconforming building or structure defined in Section A above. In the event that more than one (1) building or structure is classified as "principal" under this section, said classification must be justified by the owner and accepted in writing by the Zoning Administrator. In the event that multiple buildings or structures are accepted by the Zoning Administrator as being the "principal" nonconforming building or structure as defined in Section A above, then all percentage figures stated in this section will pertain to the total area of the multiple buildings or structures so accepted.

C. All nonconforming buildings, structures and uses (shall be discontinued and made to conform within the time periods set forth below:

1. All nonconforming uses of land where no buildings are involved—Six (6) months from date of adoption of this UDC.
2. All nonconforming uses of land on which are located demountable or portable buildings or structures—twelve (12) months from date of adoption of this ordinance unless approved by the Georgia Department of Community Affairs (DCA).

SECTION 3

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 February 2026.

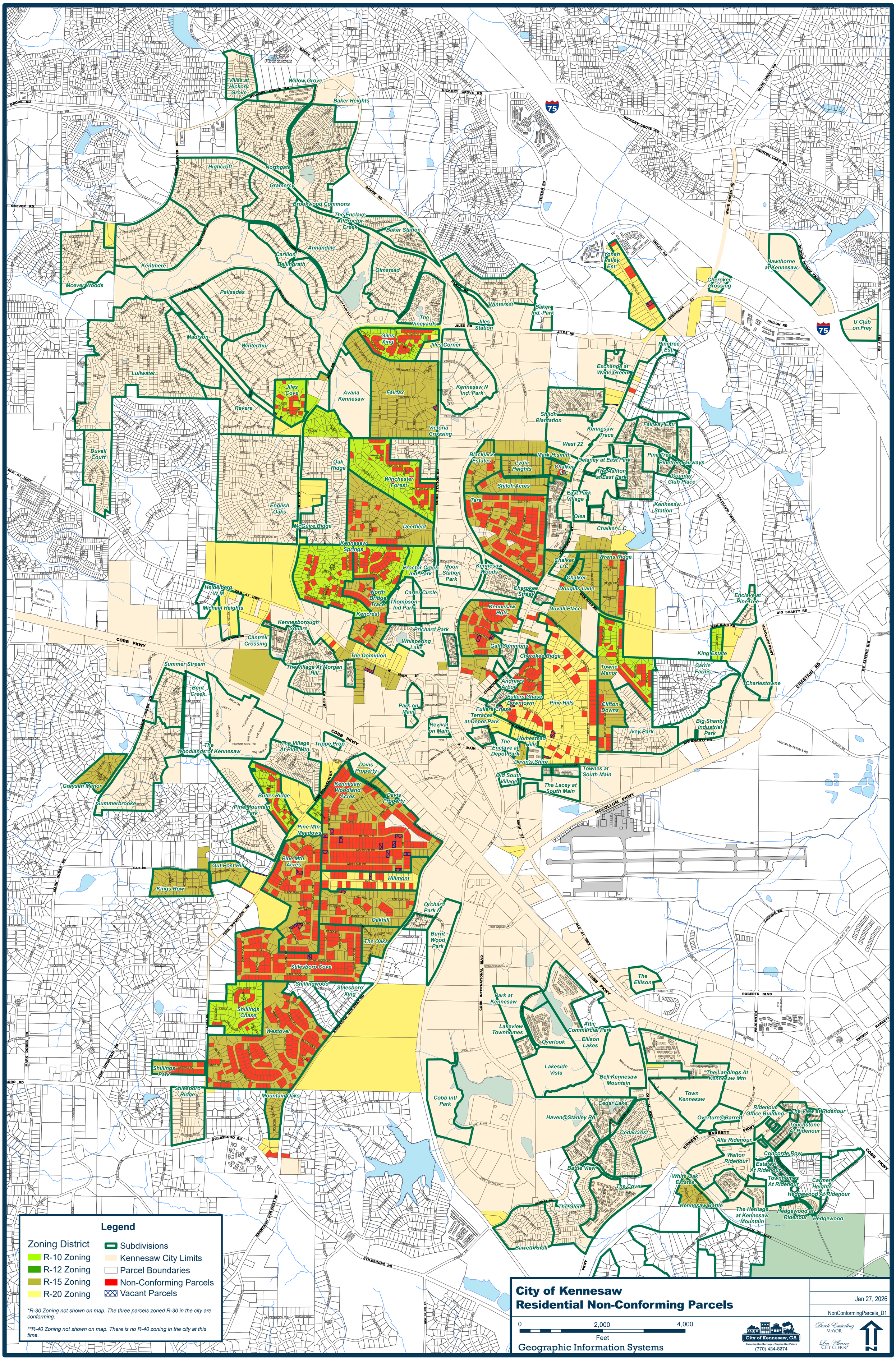
ATTEST: CITY OF KENNESAW:

_____ _____

Lea Alvarez, City Clerk Derek Easterling, Mayor

APPENDIX A

MAP OF RESIDENTIAL NON-CONFORMING PARCEL


Villas at Hickory Grove
Willow Grove
Baker Heights
Highcroft
Northgate
Gramercy
Brookwood Commons
The Enclave At Proctor Creek
Baker Station
Annandale
Carillon
Bellingrath
Kentmere
Mcever Woods
Palisades
Madison
Winterthur
Lullwater
Revere
Duvall Court
Jiles Cove
Avana Kennesaw
Fairfax
Victoria Crossing
Oak Ridge
Winchester Forest
English Oaks
McGuire Ridge
Deerfield
Kennesaw Springs
Proctor Creek Ind. Park
Moon Station Park
Kennesaw Woods
Heidelberg W.M
Michael Heights
North Bridge Trace
Kencrest
Carter Circle
Thompson Ind Park
Kennesborough Square
Cantrell Crossing
Prichard Park
Whispering Lake
The Dominion
The Village At Morgan Hill
Summer Stream
Bent Creek
The Woodlands of Kennesaw
Greysen Manor
Summerbrooke
The Village At Pine Mtn.
Trippe Prop.
Butler Ridge
Pine Mountain Park
Pine Mtn. Meadows
Pine Mtn. Acres
Out Post Hill
Kings Row
Davis Property
Kennesaw Woodland Acres
Hillmont
Oakhill
The Oaks
Orchard Park N
Burnt Wood Park
Stilesboro Cove
Shillingwood
Stilesboro Xing
Shillings Chase
Westover
Shillings Park
Stilesboro Ridge
Mountain Oaks
Park at Kennesaw
Lakeview Townhomes
Overlook
Attic Commercial Park
Ellison Lakes
Lakeside Vista
Bell Kennesaw Mountain
Cobb Intl Park
Haven@Stanley Rd
Cedar Lake
Cedarcrest
Battle View
The Cove
The Glen
Barrett Knoll
The Ellison
Town Kennesaw
"The Landings At Kennesaw Mtn
Overture@Barrett
Ridenour Office Building
The View at Ridenour
Touchstone At Ridenour
Alta Ridenour
Walton Ridenour
Concorde Row
Estates At Ridenour
Townhomes At Ridenour
Carmen Heights
Hedgewood At Ridenour
Hedgewood
White Oak Estates
Kennesaw Battle
The Heritage at Kennesaw Mountain
Yonah Valley Est.
Hawthorne at Kennesaw
Cherokee Crossing
U Club on Frey
Pinetree Est.
Exchange at Wade Green
Shiloh Plantation
Kennesaw Trace
West 22
Blackjack Estates
Lydia Heights
Mark H.smith
Chalker L.C
Delaney at East Park
The Ashton at East Park
Pine Tree
Pinetree Fairways
County Club Place
Shiloh Acres
Tara
East Park Village
Olea
Kennesaw Station
Wrens Ridge
Douglas Lane
Duvall Place
Enclave at Pine Tree
Kennesaw Hgts
Galt Commons
Cherokee Ridge
Andrews Arbor
Fullers Chase Downtown
Fullers Chase Terraces at Depot Park
Pine Hills
Clifton Downs
Towne Manor
King Estate
Carrie Farms
Charlestowne
Ivey Park
Big Shanty Industrial Park
Homestead Hills
The Enclave at Depot Park
Devin's Shire
Townes at South Main
Old South Village
The Lacey at South Main
Jiles Corner
Jiles Station
Baker Ind. Park
Kennesaw N Ind. Park
Winterset
The Vineyards
Giles Xing
Olmstead
Baker Heights
Willow Grove
Villas at Hickory Grove
Baker Rd
Hickory Grove Rd
Wade Green Rd
Wooten Lake Rd
Shiloh Rd
Jiles Rd
Moon Station Rd
Cherokee St
Ben King Rd
Big Shanty Rd
McCollum Pkwy
Cobb Pkwy
Old 41 Hwy
Frey Rd
Chastain Rd
Vaughn Rd
Roberts Blvd
Cobb International Blvd
Pine Mountain Rd
Mark Dobbs Rd
Kennesaw Due West Rd
Stilesboro Rd
Ellis Rd
Trippe Prop.
Davis Property
Orchard Park N
Burnt Wood Park
Oakhill
The Oaks
Hillmont
Pine Mtn. Acres
Pine Mtn. Meadows
Stilesboro Cove
Shillingwood
Stilesboro Xing
Shillings Chase
Westover
Shillings Park
Stilesboro Ridge
Mountain Oaks
Kennesaw Woodland Acres
Davis Property
Butler Ridge
Pine Mountain Park
Out Post Hill
Kings Row
The Village At Pine Mtn.
Trippe Prop.
Greysen Manor
Summerbrooke
The Woodlands of Kennesaw
Bent Creek
Summer Stream
Michael Heights
Heidelberg W.M
Kennesborough Square
Cantrell Crossing
The Dominion
The Village At Morgan Hill
Park on Main
Revival on Main
Whispering Lake
Prichard Park
Carter Circle
Thompson Ind Park
North Bridge Trace
Kencrest
Kentmere
Mcever Woods
Palisades
Madison
Winterthur
Lullwater
Revere
Duvall Court
Jiles Cove
Avana Kennesaw
Fairfax
Victoria Crossing
Oak Ridge
Winchester Forest
English Oaks
McGuire Ridge
Deerfield
Kennesaw Springs
Proctor Creek Ind. Park
Moon Station Park
Kennesaw Woods
Baker Station
Annandale
Carillon
Bellingrath
Highcroft
Northgate
Gramercy
Brookwood Commons
The Enclave At Proctor Creek
Villas at Hickory Grove
Willow Grove
Baker Heights
Giles Xing
Olmstead
Jiles Station
Jiles Corner
Baker Ind. Park
Kennesaw N Ind. Park
Winterset
The Vineyards
Yonah Valley Est.
Hawthorne at Kennesaw
Cherokee Crossing
U Club on Frey
Pinetree Est.
Exchange at Wade Green
Shiloh Plantation
Kennesaw Trace
West 22
Blackjack Estates
Lydia Heights
Mark H.smith
Chalker L.C
Delaney at East Park
The Ashton at East Park
Pine Tree
Pinetree Fairways
County Club Place
Shiloh Acres
Tara
East Park Village
Olea
Kennesaw Station
Wrens Ridge
Douglas Lane
Duvall Place
Enclave at Pine Tree
Kennesaw Hgts
Galt Commons
Cherokee Ridge
Andrews Arbor
Fullers Chase Downtown
Fullers Chase Terraces at Depot Park
Pine Hills
Clifton Downs
Towne Manor
King Estate
Carrie Farms
Charlestowne
Ivey Park
Big Shanty Industrial Park
Homestead Hills
The Enclave at Depot Park
Devin's Shire
Townes at South Main
Old South Village
The Lacey at South Main
Park at Kennesaw
Lakeview Townhomes
Overlook
Attic Commercial Park
Ellison Lakes
Lakeside Vista
Bell Kennesaw Mountain
Cobb Intl Park
Haven@Stanley Rd
Cedar Lake
Cedarcrest
Battle View
The Cove
The Glen
Barrett Knoll
The Ellison
Town Kennesaw
"The Landings At Kennesaw Mtn
Overture@Barrett
Ridenour Office Building
The View at Ridenour
Touchstone At Ridenour
Alta Ridenour
Walton Ridenour
Concorde Row
Estates At Ridenour
Townhomes At Ridenour
Carmen Heights
Hedgewood At Ridenour
Hedgewood
White Oak Estates
Kennesaw Battle
The Heritage at Kennesaw Mountain
Legend
Zoning District
R-10 Zoning
R-12 Zoning
R-15 Zoning
R-20 Zoning
Subdivisions
Kennesaw City Limits
Parcel Boundaries
Non-Conforming Parcels
Vacant Parcels
*R-30 Zoning not shown on map. The three parcels zoned R-30 in the city are conforming.
**R-40 Zoning not shown on map. There is no R-40 zoning in the city at this time.
City of Kennesaw
Residential Non-Conforming Parcels
Jan 27, 2026
NonConformingParcels_D1
0
2,000
4,000
Feet
Geographic Information Systems
City of Kennesaw, GA
Honoring Our Heritage - Forging Our Future
(770) 424-8274
Derek Easterling
MAYOR
Lea Alvarez
CITY CLERK
N

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: ROSE MILLER — Printed at 01/14/26 14:04 by rmill-tj

Acct #: 110016 — Ad #: 530840 — Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 01/16/2026 — Stop: 01/16/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 2.63 Words: 200
Total LEG 2.63
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-9232 MISC2026-02
Descr Cont: MDJ-9232 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: MISC2026-02
Created: rmill 01/14/26 13:59
Last Changed: rmill 01/14/26 14:03

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	01/16

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ Name (print or type)

_____ Name (signature)

.

MDJ-9232
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 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00 "Nonconforming Uses". 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 February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2025, at 6:30 p.m. Both meetings will 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/**

1:16-2026

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 4, 2026
6:30 PM

---

1. Call to Order / Roll Call

Vice Chair Vande Zande called the meeting to order at 6:30 p.m.
Roll Call: Rebecca Patterson, Carolyn Greenall, Robert Trim, Todd Vande Zande
Absent: Trey Bodenhamer
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Kevin Moore (Applicant's Representative), Adam Rozen (Applicant's Representative), Cameron Heath (Applicant), Dave Schwickerath (HOA President, The Village at Pine Mountain), Stephen Snow (Representative, Cedar Creek Professional Office Association, Inc.), Charles Barge (President, Cedar Creek Professional Office Association), Al Colcombe (6205 Pine Mountain LLC), Caleb Hydrick (Resident, City of Kennesaw)

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 February 16, 2026.

3. Approval of the Meeting Minutes

A. Approval of meeting minutes: January 7, 2026

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

4. New Business

Vice Chair Vande Zande called for a motion to amend the agenda order.
Commissioner Trim motioned to amend the agenda order to allow case number RZ2026-01 to be heard first
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

A. **RZ2026-01** - Consideration to rezone the properties located at 1600 Old 41 Highway (parcel #20014001380 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District as submitted by Walton Communities, LLC. Said request is to rezone the property for the development of a multi-family residential community. Property consists of 11.684 +/- acres and lies in land lot 140, tax parcels 13 & 156.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

5. Old Business

A. **RZ2025-03** - Consideration to rezone the property located at 6095 Pine Mountain Rd (parcel #20014001380) from Highway General Business (HGB) to Planned United Development – Residential (PUD-R) as submitted by DRB Group Georgia, LLC. Said request is to rezone the property for the development of fee simple town homes. Property consists of 8.823 +/- acres and lies in land lot 140, tax parcel 138.

Vice Chair Vande Zande called for a motion.
Commissioner Trim motioned to approve with the following conditions as outlined by staff:

1. The rezoning of the Subject Property to the Planned Unit Development–Residential (PUD-R) district shall be consistent with the technical and conceptual site plans submitted with the application and shall comply with the proposed minimum front, side, and rear setbacks, as well as the overall density of 10.08 units per acre.
2. The Subject Property shall be developed as maximum of eighty-nine (89) 'For Sale" Fee Simple Townhomes.
3. Applicant agrees the minimum floor area of all residential units shall be 1,400 sq. ft. Applicant also agrees that the maximum height of the overall development will adhere to the development standards outlined in the Unified Development Code.
4. The architectural style and composition of the buildings to be constructed on the Subject Property shall be in reasonable conformity to the architectural renderings/elevations submitted with the rezoning application and should include a mixture of components consisting of brick, stacked stone, and other cementitious components including Hardie plank and Hardie plank shake and

similar products.

5. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director with respect to stormwater management, hydrology and water quality requirements as outlined in the Unified Development Code.
6. Prior to issuance of a land disturbance permit, the applicant shall coordinate with a qualified geotechnical firm and civil engineer to design and implement measures to capture any groundwater encountered on-site associated with the spring ,subject to review and approval by the City Engineer and/or the City's Public Works Director.
7. Subject to review and approval by the City Engineer and the Public Works Department, all stormwater management components shall comply with the recommendations of the City of Kennesaw's Stormwater Management Division, including requirements related to stormwater management, hydrology, and water quality.
8. Applicant agrees to the protection of all required stream buffers affecting the Property; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenant, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units
10. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
12. The applicant agrees to the installation of a privacy fence constructed of solid weather resistant materials such as wood, wrought iron, with a height no greater than 8 ft along the portion of the rezoned parcel adjacent to existing commercial properties.
13. The developer agrees to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the site plan. Additionally, the developer agrees to comply in all respects with the City's specifications concerning such infrastructure improvements which are interior to the subdivision.
14. The proposed development shall include amenities for use and enjoyment of its residents as follows:
    a) Community courtyards, gathering places
    b) Pedestrian connectivity
    c) A dog park
15. Sidewalks shall be provided throughout the subdivision, with all amenity areas connected to the nearest internal sidewalk to ensure continuous pedestrian access.

16. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
17. Compliance with recommendations from Cobb County Fire Marshal's Office with respect to Life Safety and Fire Prevention issues. The development shall also comply with all applicable guest parking regulations, consistent with the parking layout and quantities depicted on the submitted site plan.
18. Entrance signage shall be ground based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the subdivision.
19. All utilities servicing the residences with the proposed community shall be underground.
20. The applicant agrees that construction will begin in 24 months of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning.

Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken. Commissioner Patterson and Commissioner Trim voted in favor.
Commissioner Greenall voted against. Motion approved 2-1. Motion carried.

6. New Business

B. **RZ2026-02** - Consideration to rezone the unassigned right-of-way (ROW) fronting 2995 & 2997 N Main Street (parcel # 20013900140 & 20013900130) to R-15, Single-Family Residential as submitted by Dean Klein. Property consists of 0.11 +/- acres and lies on land lot 139, tax parcels 14 & 13.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

C. **PP2026-01** - Consideration for approval for a preliminary plat submitted by Mark Allen for parcel #20016700640 for the development of a restaurant and distillery. Property consists of 0.61+/- acres and lies in land lot 167, tax parcel 64.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

D. **MISC2026-02** - 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" Chapter 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00

"Nonconforming Uses" of said chapters as submitted by the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

E. **MISC2026-03** - Consideration for approval to adopt the official "2026 Zoning Map" for the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Patterson
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

7. Staff Comment

8. Adjourn

Vice Chair Vande Zande called for a motion.
Motion to adjourn by Commissioner Trim
Seconded by Commissioner Greenall
Vice Chair Vande Zande adjourned the meeting at 8:11 p.m.

8000 Miscellaneous Legals

3FAHP0HA6AR190650
2011 HYUNDAI ELANTRA TOURING
KMHDB8AE4BU105202
2005 FORD F-150 1FTPX14595NB13140
2015 NISSAN ROGUE
5N1AT2MT4FC927596
2007 LEXUS IS JTHBK262272032842
2006 TOYOTA SIENNA
5TDBA22C96S076427
2015 MAZDA MAZDA3
JM1BM1T71F1272555
2016 AUDI A3 WAUA7GFF2G1032342
2013 NISSAN ALTIMA
1N4AL3AP4DC288494
2010 NISSAN ROGUE
JN8AS5MT2AW018664
2021 HYUNDAI KONA
KM8K62AA8MU614587
2020 TOYOTA TACOMA
3TMCZ5AN7LM291432
2020 HYUNDAI ELANTRA
5NPD84LF1LH591772
2006 LNDR RANGE ROVER SPORT
SALSH23426A969113
2006 TOYOTA COROLLA
1NXBR32E46Z651427
2019 FORD ESCAPE
1FMCU0GD6KUC19692
2012 MERCEDES-BENZ Benz
WDDGF4HB5CR195612
2015 NISSAN ALTIMA
1N4AL3AP9FC203359
2010 FORD FUSION
3FAHP0HA8AR405722
2014 BMW 435 WBA3R1C50EK192304
2009 BMW X5 5UXFE43599L267755
2009 TOYOTA COROLLA
JTDBL40E09J037138
2018 NISSAN ALTIMA
1N4AL3APXJC231583
2010 GMC SIERRA
3GTRCVE05AG258533
2008 KIA SORENTO
KNDJD736185812553
2017 NISSAN VERSA
3N1CN7AP1HK407092
2015 FORD FOCUS
1FADP3K28FL244392
2020 HONDA CIVIC
2HGFC2F84LH554430
2014 FORD F-150
1FTFW1ET8EKD22110
2008 FORD FOCUS
1FAHP35N78W108313

1:9,16-2026

MDJ-9106
GPN-17

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1 that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is Henson's Wrecker Service, 1975 Veterans Memorial Hwy, Austell, GA 30168.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **FEBRUARY 13TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St SE, Marietta, GA 30090. Answer forms may also be obtained online at http://www.georgiamagistratecouncil.-com
Vehicle Tag Vin Case #
2012 Mercedes-Benz NOTAG
WDDGF8BBXCR229494 25-L-00049

1:16,23-2026

MDJ-9140
GPN-17
K.O. Towing
344 Kathleen Dr.,
Marietta, GA 30067
Phone: (770)650-1413.

2HNYD2H34CH508435
ACURA MDX 2012 GRAY
WAUCFAFH9BN003772
AUDI A5 2011 BLACK
WBAFR7C55DC828594
BMW 535I 2013 BLUE
WBAFU7C59BC874831
BMW 535xi 2011 WHITE
WBAFR9C5XBC270783
BMW 550i 2011 BLACK
1G6DM577340140106
CADILLAC CTS 2004 GRAY
1G6DG577980200189
CADILLAC CTS 2008 BLACK
1GCEC19WXVE147298
CHEVROLET C/K 1500 1997 GREEN
1G1BC5SM7G7257910
CHEVROLET CRUZE 2016 WHITE
1G1PH5SC0C7303795
CHEVROLET CRUZE 2012 BLUE
2GCEC19T9X1151899
CHEVROLET SILVERADO-1500 1999 GOLD
2C3CDXBG8FH827614
DODGE CHARGER 2015 BLACK
1B8GP34372B560603
DODGE GRANDCARAVAN 2002 SILVER
ZFBCFADH3EZ021139
FIAT 500L 2014 YELLOW
1FMCU0GD0JUC94290
FORD ESCAPE 2018 BURGUNDY
3FADP4BJ7CM153993
FORD FIESTA 2012 BLUE
3FA6P0HD8GR113546
FORD FUSION 2016 GREEN
1HGCP26319A039114
HONDA ACCORD 2009 BLACK
JHMCP26868C057264
HONDA ACCORD 2008 BURGUNDY
5NPE24AF8FH144501
HYUNDAI SONATA 2015 WHITE
5NPE24AF8GH358549
HYUNDAI SONATA 2016 BLACK
JNRBS08W93X400484
INFINITI FX45 2003 WHITE
1C4PJMDX6KD492152
JEEP CHEROKEE 2019 BLACK
1C4RJEBG7EC270974
JEEP GRAND-CHEROKEE 2014 BLACK
1J4PP2GKXBW541127
JEEP LIBERTY 2011 SILVER
KNAFX4A65E5236294
KIA FORTE 2014 SILVER
KNAFU4A23A5823643
KIA FORTE 2010 GRAY
JTHCK262082022459
LEXUS IS 250 2008 BLACK
JTHBE262965002905
LEXUS IS-350 2006 BLACK
2T2HK31U69C119508
LEXUS RX-350 2009 BURGUNDY
5LMJJ2HT7FEJ04016
LINCOLN NAVIGATOR 2015 GRAY
WDDGF8BB5BR147686
MERCEDES-BENZ C-300 2011 BLACK
JA3AJ86E63U006223
MITSUBISHI LANCER 2003 BLACK
1N4BL3AP1DC180080
NISSAN ALTIMA 2013 BLACK
1N4AA5AP7BC805320
NISSAN MAXIMA 2011 BLACK
5N1DR2MMXHC619713
NISSAN PATHFINDER 2017 BLACK
5N1AR2MN3EC604574
NISSAN PATHFINDER 2014 BLUE
3N1AB7AP7HY326983
NISSAN SENTRA 2017 WHITE
3N1CN8DV6ML922576
NISSAN VERSA 2021 BLACK
3N1CN7AP8CL860533
NISSAN VERSA 2012 SILVER
1C6RR7JT1DS572825
RAM RAM 1500 2013 BLACK
JTDBE30K663055671
TOYOTA CAMRY 2006 GREEN
4T1BE32K44U798765
TOYOTA CAMRY 2004 SILVER
5TDKZ3DC6KS997347
TOYOTA SIENNA 2019 GRAY
3VWD07AJ2EM275937
VOLKSWAGEN JETTA 2014 RED

1:16,23-2026

MDJ-9148
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2261 Dixie Ave, Smyrna Ga 30080. The vehicles subject to liens as stated above are identified as:
AUDI 2013 A5 WAULFAFR2DA019797
DDC5513 GA
AUDI 2016 A6 WAUHGAFCXDN125941
SJR1362 GA
BLADE 2021 MOPED
LLPTGKBC5M1010073 NO TAG GA
CHEVROLET 2001 EXPRESS G3500 VANS 1GCHG39R711102702 SMI6766 GA
CHEVROLET 2023 MALIBU
1G1ZD5ST8PF248724 DEP8239 GA
CHEVROLET 2003 MONTE CARLO
2G1WW12E339354539 SGF2760 GA
CHEVROLET 2023 SILVERADO 1500
3GCPDBEK2PG120381 SCA1482 GA
CHEVROLET 2022 TAHOE
1GNSCNKD5NR208723 TFB5913 GA
CHEVROLET 2021 TRAX
KL7CJLSB8MB347674 SLI3025 GA
CHRYSLER 2015 200
1C3CCCAB2FN681459 SFB9775 GA
DODGE 2018 CHALLENGER
2C3CDZAG8JH321514 MAN635 MS
FORD 2010 EDGE
2FMDK3KC3ABA37284 SEQ6362 GA
FORD 2015 FOCUS
1FADP3F23FL214260 CDV8561 GA
FORD 2008 TAURUS X
1FMDK02W88GA11601 SKE2559 GA
FORD 2010 TAURUS
1FAHP2EW5AG107812 S2464288 GA
HONDA 2005 ACCORD
1HGCM56445L005427 SES3349 GA
HONDA 2007 ACCORD
JHMCM56347C020047 RVX7946 GA
HONDA 2010 ACCORD
1HGCP2F32AA023783 NO TAG GA
HONDA 2016 ACCORD
1HGCR2F53GA241851 CZG6424 GA
HYUNDAI 2016 ELANTRA GT
KMHD35LH6GU258397 SCA8382 GA
HYUNDAI 2017 ELANTRA
KMHD74LF3HU109458 CDT3586 NC
HYUNDAI 2024 ELANTRA LIMITED
KMHLP4DG7RU821055 SL1VING AL
JEEP 2016 RENEGADE
ZACCJBBT2GPD26867 ASG4242 WI
KIA 2010 SOUL KNDJT2A22A7137280
S2335523 GA
NISSAN 2004 ALTIMA
1N4BL11DX4C119126 SLT7184 GA
NISSAN 2011 ARMADA
5N1BA0ND0BN608975 SHG2862 GA
NISSAN 2012 MAXIMA
1N4AA5AP1CC814869 SLM5649 GA
NISSAN 2018 ROGUE
KNMAT2MT8JP541558 CZC8639 GA
PETERBILT 2021 579
1XPBDP9X6MD742809 NO TAG UT
WABASH NATIONAL 2008 TRAILER
1JJV532W88L178220 C6070B GA
TOYOTA 2003 CAMRY
4T1BE32K53U224092 SHK0855 GA
TOYOTA 2009 CAMRY
4T1BE46KX9U414169 SBP8843 GA
TOYOTA 2011 CAMRY
4T1BF3EK2BU777094 PTU1110 GA
TOYOTA 2011 SIENNA
5TDYK3DC7BS102379 TDF2651 GA
TOYOTA 2008 YARIS
JTDJT923485201728 RAB6132 GA
VOLKSWAGEN 2013 PASSAT
1VWBP7A3XDC108925 CJA5573 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
BARROW WRECKER SERVICE
2261 DIXIE AVE
SMYRNA GA 30080
770-435-8945
1:16,23-2026

MDJ-9149
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2261 Dixie Ave SE, Smyrna GA 30080.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before, **FRIDAY, FEBRUARY 6TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
BUICK 2013 ENCLAVE
5GAKRCKD3DJ135281 RTS1560 GA
26-L-00040
FORD 2015 TAURUS
1FAHP2D88FG141138 8346AKC KS
26-L-00041
HONDA 2007 CIVIC
2HGFG12617H504240 SLH9768 GA
26-L-00042
HYUNDAI 2011 ELANTRA
5NPDH4AE9BH026646 SJD2827 GA
26-L-00043
LINCOLN 2013 MKX
2LMDJ6JK0DBL03818 SGX2818 GA
26-L-00044
NISSAN 2014 ALTIMA
1N4AL3AP7EC147436 CNA8568 GA
26-L-00045
TOYOTA 2012 COROLLA
2T1BU4EE8CC911082 CTV1656 GA
26-L-00046
VOLKSWAGEN 2007 JETTA
3VWSF71K67M138081 YFK351 GA
26-L-00047
VOLKSWAGEN 2006 NEW BEETLE
3VWRW31C46M408410 CK54QD FL
26-L-00048

1:16,23-2026

MDJ-9150
GPN-17

IN ACCORDANCE WITH OCGA SECTION 40-11-2, THE FOLLOWING VEHICLES HAVE BEEN TOWED AND ARE PRESENTLY BEING STORED AT BARROW WRECKER SERVICE, 2261 DIXIE AVENUE, SMYRNA, GEORGIA 30080, 770-435-8945, AND WILL BE SOLD AT PUBLIC AUCTION ON **THURSDAY, JANUARY 29 TH 2026 AT 11:00 AM**
2005 ACURA MDX 2HNYD18935H529004
2005 ACURA TL 19UUA66275A035552
2010 ACURA TSX JH4CU4F67AC002511
2015 AUDI A6 WAUGFAFC0FN033383
2013 BMW 3 SERIES
WBA3A5C51DJ462028
2015 BMW 3 SERIES
WBA3B5G52FNS17161
2009 CADILLAC CTS
1G6DV57V190127339
2015 CHEVROLET CRUZE
1G1PA5SH7F7270508
2009 CHEVROLET EQUINOX
2CNDL33F896231884
2014 CHEVROLET MALIBU
1G11A5SL4EF264390
2004 CHEVROLET MONTE CARLO
2G1WW12E749380403
2006 CHEVROLET MONTE CARLO
2G1WK151169299906
2007 CHEVROLET TAHOE
1GNFC13J07R216357
2013 DODGE AVENGER
1C3CDZBG0DN719097
2019 DODGE CHALLENGER
2C3CDZAG4KH587355
2022 DODGE CHALLENGER
2C3CDZBT3NH195970
2015 DODGE CHARGER
2C3CDXBG4FH778069
2018 DODGE CHARGER
2C3CDXHG2JH126521
2016 DODGE JOURNEY
3C4PDCAB5GT117977
2010 FORD ESCAPE
1FMCU4K3XAKC46653
2002 FORD EXPLORER
1FMDU64E32UA54799
2008 FORD F-150 1FTRX14W38FB30919
2019 FORD FUSION HYBRID
3FA6P0LU2KR168896
2015 FORD MUSTANG
1FA6P8AM8F5429071
2011 FORD RANGER
1FTKR1ED1BPA07985
2014 FORD TAURUS
1FAHP2E83EG151928
2009 GMC ACADIA
1GKER13D89J136758
2006 GMC ENVOY 1GKDS13S262232339
2006 HONDA CIVIC
2HGFG12836H543136
2008 HONDA CIVIC
JHMFA36278S029026
1998 HONDA CR-V
JHLRD1864WC104771
2008 HONDA PILOT
5FNYF28358B004666
2008 HONDA RIDGELINE
2HJYK162X8H542351
2013 HYUNDAI ELANTRA GT
KMHD35LE6DU096806
2017 HYUNDAI ELANTRA
5NPD84LF0HH151100
2005 HYUNDAI SONATA
KMHWF35H55A097685
2006 INFINITI G35
JNKCV51E56M519387
2013 INFINITI G37 SEDAN
JN1CV6AR7DM756361
2013 INFINITI G37
JN1CV6APXDM718413
2016 INFINITI Q70
JN1BY1AR6GM270893
2003 JAGUAR X-TYPE
SAJEA51D93XD35680
2014 JEEP PATRIOT
1C4NJPBA5ED534385
2014 JEEP PATRIOT
1C4NJPFA3ED600507
2013 KIA FORTE KNAFU4A27D5722223
2012 KIA OPTIMA
5XXGR4A64CG047193
2015 KIA RIO KNADM4A32F6500508
2016 KIA RIO KNADM4A38G6598042
2011 KIA SOUL KNDJT2A24B7271256
2011 MAZDA B-SERIES PICKUP
4F4YR16C4YTM24492
2003 MAZDA PICKUP
4F4YR12D53TM09345
2008 MERCEDES BENZ C-CLASS
WDDGF81X48F099802
2017 NISSAN ALTIMA
1N4AL3AP8HC470026
2014 NISSAN FRONTIER
1N6AD0ER5EN741963
2015 SUBARU WRX
JF1VA1A60F9833108
2021 SUZUKI GSX-R600
JS1GN7FA4M7100103
2004 SUZUKI XL7 JS3TX92V444111558
2007 TAKE THREE VMO TRAILER
1T9TS50367B540184
2024 TAOTAO B200R
L9NLTNBR1R1808556
2002 TOYOTA AVALON
4T1BF28B12U255322
2006 TOYOTA CAMRY
4T1BE32K66U677836
2007 TOYOTA CAMRY
4T1BK46K17U018055
2007 TOYOTA CAMRY HYBRID
4T1BB46K97U021012
2010 TOYOTA CAMRY
4T1BF3EKXAU011760
2011 TOYOTA CAMRY
4T1BF3EKXBU189783
2012 TOYOTA CAMRY
4T4BF1FK2CR208112
2002 TOYOTA COROLLA
1NXBR12E12Z595641
2018 TOYOTA COROLLA
2T1BURHE0JC026459
2011 TOYOTA SIENNA
5TDKK3DC8BS017377
2007 TOYOTA YARIS
JTDBT923571124880
2022 VOLKSWAGEN TAOS
3VVDX7B20NM026074

1:16,23-2026

MDJ-9156
GPN-17
PUBLIC AUCTION
AMERICAN EAGLE TOWING, LLC.
1818 AUSTELL RD.,
MARIETTA, GA 30008
404-409-1795

In accordance with O.C.G.A Section 40-11-2, the following described vehicles have been towed and are presently being stored at American Eagle Towing and will be sold at public auction on **January 31st at 9:00 a.m.** to the highest bidder. All sales are final and sold AS IS. American Eagle Towing, LLC. reserves the right to bid.
25-L-02754
2009 Mercedes-Benz
WDBWK58F49F212029
25-L-02751
2007 Mazda Mazda3
JM1BK32F671652874
25-L-02753
2008 Buick Enclave
5GAER23708J268263
25-L-02755
2008 Ford Edge
2FMDK38C78BA21672
25-L-02757
2013 Hyundai VELOSTER
KMHTC6AD2DU132132
25-L-02758
2016 Jeep Cherokee
1C4PJLCS7GW332230
25-L-02759
2009 Nissan Altima
1N4AL21E59N538183

1:16,23-2026

MDJ-9175
GPN-14
STATE BAR OF GEORGIA
STATE DISCIPLINARY BOARD
NOTICE OF INVESTIGATION
Service by Publication

TO:Charles M. Dalziel, Jr.
Georgia State Bar No. 203730
Re:Office of General Counsel File No. 250144
A Notice of Investigation has been issued in accordance with Bar Rule 4-204.1 based upon a grievance filed against you. Service of a Notice of Investigation by publication is - authorized by Bar Rule 4-204.1 (c).
Pursuant to Bar Rule 4-204.3(a), you are required to file with the State Disciplinary Board member assigned to investigate the grievance filed against you a written response to the Notice of Investigation in the matter within 30 days of January 23, 2026.
Pursuant to Bar Rule 4-204.3(d), your failure to answer the Notice of Investigation may result in your suspension from the practice of law in Georgia until an answer is filed.

1:16,23-2026

MDJ-9176
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2465 Ventura Place Smyrna, Ga 30080. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **02-16-2026**. Answer forms may be found at the Magistrate Court Clerk's office located at: 32 Waddell St SE, Marietta, Ga 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
2021 Ram 3500 Promaster
3C6MRVJGXME580278 TDD0201 GA
Magistrate Court Case No: 26L00062
2009 Chevrolet Aveo
KL1TD56E29B623789 PCQ2651 GA
Magistrate Court Case No: 26L00063
2011 Nissan Altima
1N4AL2AP9BC168794 No Tag
Magistrate Court Case No: 26L00064
2003 Chevrolet Impala
2G1WF52E839387320 RYU3387 GA
Magistrate Court Case No: 26L00065
2011 Hyundai Sonata
5NPEB4AC3BH267879 No Tag
Magistrate Court Case No: 26L00066
2017 Toyota RAV4
2T3YFREV5HW321775 SEU1168 GA
Magistrate Court Case No: 26L00067
2009 Volkswagen Jetta
3VWRJ71K89M091278 SIZ2255 GA
Magistrate Court Case No: 26L00068
2004 Infiniti FX45
JNRBS08W44X403875 RKH1349 GA
Magistrate Court Case No: 26L00069
2005 Mercedes C230
WDBRF40J35F665158 SED9089 GA
Magistrate Court Case No: 26L00070
2003 Ford Explorer
1FMZU64K63UC65573 DDP3769 GA
Magistrate Court Case No: 26L00071
2011 Toyota RAV4
JTMZF4DV7BD029980 SIM6518 GA
Magistrate Court Case No: 26L00072
2007 Ford Edge 2FMDK36CX7BA49709
LBE3501 PA
Magistrate Court Case No: 26L00073
2018 Ford Fusion 3FA6P0LUXJR137927
CUQ9976 GA
Magistrate Court Case No: 26L00074
Howard's Wrecker Service
2465 Ventura Place
Smyrna, Ga 30080 770-432-2613

1:16,23-2026

MDJ-9186
GPN-17
ABANDONED MOTOR VEHICLE
ADVERTISEMENT NOTICE

You are hereby notified, in accordance with OCGA § 40-11-19.1(b)(2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2481 Old Covington Hwy SW Conyers, GA 30012
The vehicles subject to liens as stated above are identified as:
Ford 2011 E250 Vans
1FTNE2EL6BDA18536
TAG# S2480312 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
Quick Drop Impounding, Towing, and Recovery
2481 Old Covington Hwy SW
Conyers GA 30012
678-210-0245
1:16,23-2026

MDJ-9187
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that the references vehicles are subject to a lien and a petition may be filed in the court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The Vehicles are currently located at 2360 Harris Street, Austell, Georgia 30106. Anyone with an ownership interest in these vehicles should contact the following business immediately Business Name:
CSS Transportation
Address 2360 Harris Street,
Austell GA 30106
Telephone #: 770-538-1805
Year / Make Color VIN # Tag # Completed
1 2014 Buick Verano GREY
1G4PR5SK7E4148741 RKL5857 GA
11/26/25
2 1999 Chevrolet Silverado 1500 BROWN 2GCEC19TXX1106499 BSC3973 GA 11/25/25
3 2012 Mazda CX-9 BEIGE JM3TB2BA3C0354731 11/25/25
4 2017 BMW 3 Series white
WBA8F1C50HK825693 JLB7542 OH
11/25/25

1:16,23-2026

MDJ-9188
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta, GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: **02/06/2026**. Answer forms may be found at the Magistrate Court Clerk's office located at:
32 Waddell St SE, Marietta, Ga 30090.
Forms may also be obtained online at www.georgiamagistratecouncil.com.
2022 RAM 3500
3C63RPHL3NG115602 25CINK FL
MAGISTRATE COURT CASE NO:
26-L-00109
2023 KIA FORTE
3KPF24AD5PE600771 SDM5593 GA
MAGISTRATE COURT CASE NO:
26-L-00108
2013 LEXUS IS
JTHCF5C23D5063686 2221KW VA
MAGISTRATE COURT CASE NO:
26-L-00110
2005 TOYOTA CAMRY
4T1BF32KX5U099641 YQE325 GA
MAGISTRATE COURT CASE NO:
26-L-00111
2023 SUBARU CROSSTREK
JF2GTAEC8PH228016 DDY7745 GA
MAGISTRATE COURT CASE NO:
26-L-00113
2013 BUICK VERANO
1G4PP5SK8D4235892 RPX6689 GA
MAGISTRATE COURT CASE NO:
26-L-00112
2008 LINCOLN Mkx
2LMDU88C58BJ33172 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00115
2002 ACURA MDX
2HNYD18612H524725 P9854369 GA
MAGISTRATE COURT CASE NO:
26-L-00114
2010 AUDI A5
WAUWKAFR9AA066488 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00116
2023 VOLKSWAGEN JETTA
3VWBM7BU1PM040470 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00117
2008 BMW 3-SERIES
WBAVA37548NL47087 SGY7630 GA
MAGISTRATE COURT CASE NO:
26-L-00118
2012 JEEP GRAND CHEROKEE
1C4RJEAG6CC217388 ZPM934 GA
MAGISTRATE COURT CASE NO:
26-L-00119
2006 HONDA CIVIC
1HGFA16516L063648 SKB2126 GA
MAGISTRATE COURT CASE NO:
26-L-00120
2023 Ford Edge
2FMPK4K96PBA18972 AW55JW FL
MAGISTRATE COURT CASE NO:
26-L-00121

1:16,23-2026

MDJ-9205
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: CHEVROLET
Year: 2005
Model: Suburban
Vehicle ID #: 3GNEC16Z45G281125
Vehicle License #: NO TAG
Present location of vehicle: **31 Veterans Memorial Hwy SW, Mableton, GA 30126**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9206
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: Nissan
Year: 2021
Model: Rogue
Vehicle ID #: 5N1AT3BA1MC731829
Vehicle License #: NO TAG
Present location of vehicle: **4018 LINDLEY RD, BLDG 300-A, POWDER SPRINGS, GA 30127-2378**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9227
GPN-17
NOTICE OF PRIVATE SALE

The following property will be sold by written bid by 9:00 a.m. MST on **1/23/2026**
2024 Utility VS2DX - 1UYVS2537R3178919
To inquire about this item please call Kerry Hendrickson at 801-624-5193.
Transportation Alliance Bank 4185 Harrison Blvd Ogden, UT 84403

1:16,23-2026

MDJ-9243
GPN-14
COBB COUNTY DOT
SEEKS PUBLIC INPUT AT
PUBLIC OPEN HOUSE FOR
EAST-WEST CONNECTOR
CORRIDOR
IMPROVEMENTS STUDY

The Cobb County Department of Transportation (DOT) will host a Public Open House (POH) on the East-West Connector Corridor Improvements Study. The meeting will be held on January 29, 2026, from 5 p.m. to 7 p.m. at Connection Pointe Church of God (Fellowship Hall), 888 East-West Connector, Austell, GA 30106. **(Attendees should enter the parking lot via Hicks Road and use the side entrance to access the Fellowship Hall).**
The in-person meeting will be held in an open house format, allowing attendees to view exhibits and speak with members of the East-West Connector Corridor Improvements Study project team. **There will be no formal presentation**. Interactive stations will allow the public to provide input on existing conditions and travel needs along the corridor.
Public comments may be submitted in any of the following ways:
1. Complete a Comment Card and place it in the comment box at the meeting.
2. Complete a Comment Card and mail it to:
Cobb County Department of Transportation
1890 County Services Parkway, Marietta, GA 30008
3. Email comments to: **DOTPlanning@cobbcounty.gov**
CCDOT has initiated the Study to evaluate current conditions, identify travel needs, and develop concept alternatives to improve safety, mobility, and operations along the East-West Connector from Powder Springs Road to Cumberland Parkway at the Interstate 285 overpass, including a segment of Atlanta Road between I-285 and Cumberland Parkway.
Visit the project web page to learn more:
https://www.cobbcounty.gov/transportation/transportation-planning/roadway-planning

1:16-2026

8001 Juvenile/Youth/Family

MDJ-9019
GPN-10
IN THE JUVENILE COURT OF
COBB COUNTY, GEORGIA
IN THE INTEREST OF:
M.W.; SEX- F; AGE- 7 mo.;
DOB: 4-20-25; CASE # 25-CV-1307-08
Child under 18 years of age.
NOTICE OF SUMMONS.

TO: the Mother, Tasia Webb, and the unknown unnamed father.
YOU ARE FURTHER NOTIFIED that a petition for guardianship has been filed in the Cobb County Juvenile Court and that by reason of an Order for service by publication entered by the court.
YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County, Georgia, in Marietta, Georgia, on the February 4, 2026, a 9:00 o'clock a.m. The hearing is for the purpose of determining whether a permanent guardian should be appointed over the person and property of the child.
A copy of the petition for permanent guardianship may be obtained from the clerk of the Cobb County Juvenile Court, which is located at 32 Waddle Street, Marietta, 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, the copy will be mailed to you.
The child is in the present temporary custody the department of family and children services.
The general nature of the allegations is that the unknown unnamed father has abandoned the child.
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, Justin M. Schneider, 3600 Dallas Highway, Suite 230, #137, Marietta, Georgia 30064, 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
Wayne E. Grannis,
Judge of said court.
This 5th day of January 2026.
CLERK JOYCE E. HOLMON
JUVENILE COURT OF
COBB COUNTY

1:9,16,23,30-2026

8002 Local Legislation

MDJ-9135
GPN-13
NOTICE OF INTENTION TO
INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the 2026 regular session of the General Assembly of Georgia a bill to amend an Act creating the State Court of Cobb County, approved March 26, 1964 (Ga. L. 1964, p. 3211), as amended; and for other purposes.

1:16-2026

8003 Public Hearing

MDJ-9232
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 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00 "Nonconforming Uses". 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 February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2025, at 6:30 p.m. Both meetings will 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/**

1:16-2026

MDJ-9233
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for the adoption of the official City of Kennesaw 2026 Zoning Map. A copy of the map is on file in the Planning and Zoning office located at 3080 Moon Station Rd, Kennesaw, GA 30144 for viewing during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
Said meeting shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2026, 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/**

1:16-2026

MDJ-9234
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Walton Communities, LLC. Said request is to rezone two (2) parcels located at 1600 Old 41 Hwy (20021200130 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District to develop a multi-family residential community consisting of one hundred eighty-two (182) dwelling units. The parcels lie in Land Lot 212, Tax Parcels 13 & 156 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

MDJ-9235
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Dean Klein. Said request is to rezone approximately 0.11 +/- acres of unassigned right-of-way (ROW) fronting 2995 and 2997 N Main Street (20013900140 & 20013900130) to R-15, Single-Family Residential. The parcels lie in Land Lot 139, Tax Parcels 14 & 13 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

8004 Public Sales/Auctions

MDJ-8938
GPN-17
STORAGE TREASURES AUCTION

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
1897 West Oak Pkwy, Marietta, GA 30062 for January 27, 2026 at 11:30 am.
Rosie Page
Unit# 1534
Household items
Rose Page
Unit# 1608
Household items
Rosie Page
Unit# 2622
Household items
The auction will be listed and advertised on **www.storagetreasures.com**. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

1:9,16-2026

MDJ-9009
GPN-17
NOTICE OF PUBLIC SALE

The following self-storage Cube contents containing household and other goods will be sold for cash by **CubeSmart** Asset Management, LLC as Agent for Owner **[381 Veterans Memorial Hwy SW Mableton Ga 30126]** to satisfy a lien on **[February,12 2026] at approx. [

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: February 9, 2026

TITLE: **Ordinance: 2026 Zoning Map**
Consideration for approval of an Ordinance to adopt the 2026 Official Zoning Map for the City of Kennesaw. Case # MISC2026-03

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. ORD 2026- MISC2026-03_Zoning Map Adoption
2. MISC2026-03_Rezoning Summary
3. MISC2026-03_2026 Zoning Map
4. MISC2026-03_2026 Zoning Map Adoption_Legal Ad
5. 02-04-26 Planning Commission Action Minutes
6. 2026-01-16 Zoning Public Hearings Legal Ad

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2026-__

AN ORDINANCE TO ADOPT THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW

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

WHEREAS, an Ordinance is necessary to adopt the Official Zoning Map of the City of Kennesaw, Georgia, and;

WHEREAS, notice as advertised in the Marietta Daily Journal on January 16, 2026; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal on February 4, 2026, recommending approval; and

WHEREAS, the Mayor and Council held a public hearing on this proposal on February 16, 2026; and

WHEREAS, the Mayor and Council have determined that the proposed Official Zoning Map is in the best public interest and meets the standards established.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Kennesaw, Cobb County, Georgia, that the Official Zoning Map of the City of Kennesaw, Georgia is hereby adopted to reflect all zoning approvals regarding annexations and rezonings between January 1, 2025, and December 31, 2025; and

BE IT FURTHER ORDAINED THAT this Ordinance and the attached map 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 February 2026.

ATTEST

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW

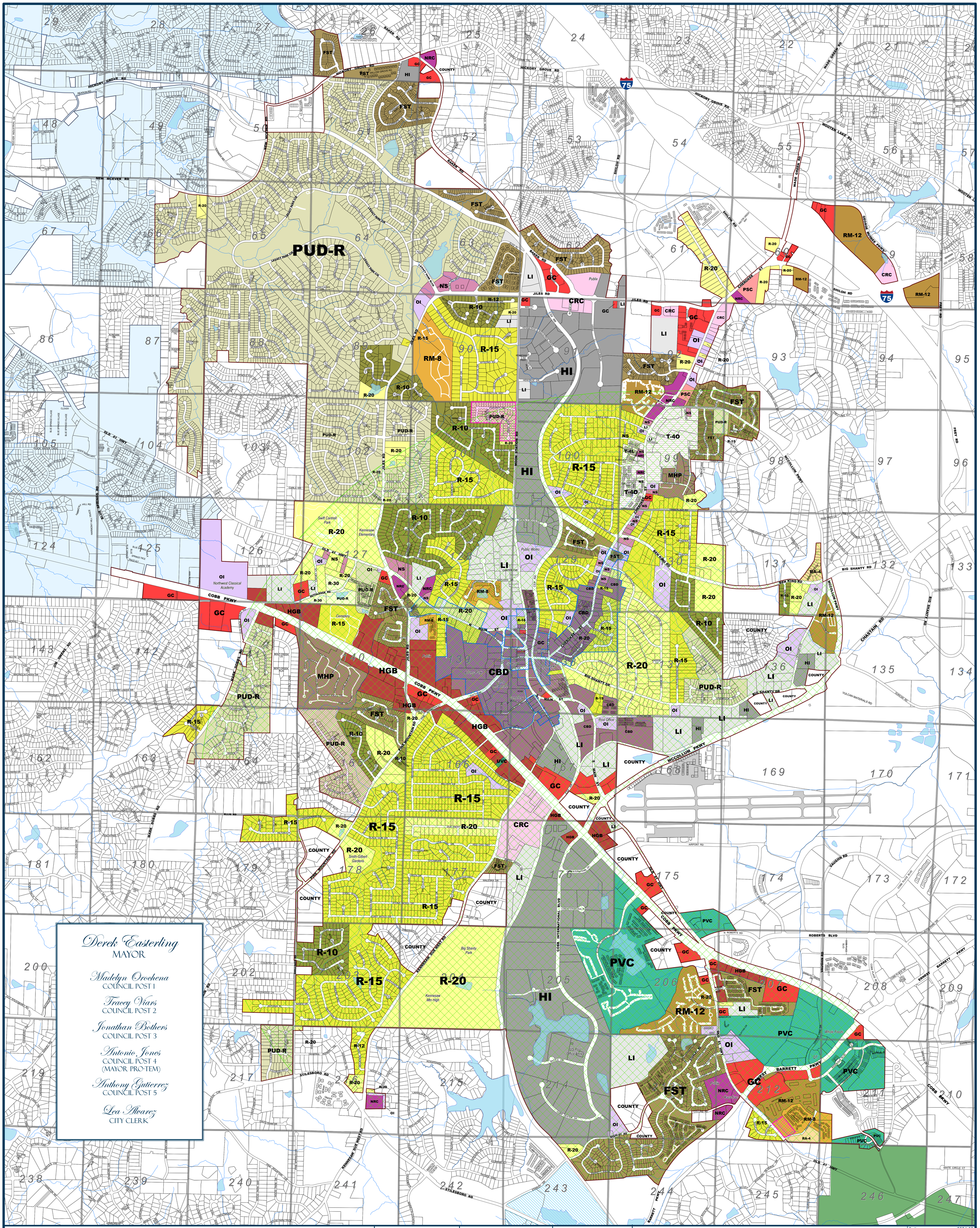
_____
Derek Easterling, Mayor

2025 Rezoning and Annexation Summary

Case No.	Applicant's Name (Property Owner)	Application Type, Project Description	Project Address	Parcel ID#
RZ2025-01	Elliot Van Dyke	Rezoning from Light Industrial (LI) to Central Business District (CBD) to develop multifamily apartments and retail.	2615 South Main Street	20016700990

Zoning Corrections and Updates

1. Oak Ridge Subdivision
2. Mountain Oaks Subdivision
3. Woodland Acres Subdivision



Derek Easterling
MAYOR

Madelyn Orochena
COUNCIL POST 1

Tracey Viars
COUNCIL POST 2

Jonathan Bothers
COUNCIL POST 3

Antonio Jones
COUNCIL POST 4
(MAYOR PRO-TEM)

Anthony Gutierrez
COUNCIL POST 5

Lea Alvarez
CITY CLERK

Zoning Districts

CBD	HGB	NRC	PUD-R	R-20	RA-6	
CRC	HI	NS	PVC	R-30	RM-8	
FST	LI	OI	R-10	R-40	RM-12	
GC	MHP	PBSH	R-12	RA-4	RM-16	
		PSC	R-15	RA-5	UVC	

Form Based Code
- Open Space
- T-3
- T-4L
- T-4O
- T-5

Zoning Overlays
- Airport Hazard District
- Conservation Subdivision
- Historic Districts
- Historic Preservation Village
- Senior Living

- Acworth City Limits
- Kennesaw City Limits
- Kennesaw Mtn Nat'l Battlefield
- 139 Land Lots
- Marietta City Limits

ADOPTED OFFICIAL ZONING MAP

MAYOR DEREK EASTERLING *--- DRAFT ---*

CITY OF KENNESAW
PLANNING & ZONING DEPT.
"ALWAYS PLANNING FORWARD"

Derek Easterling MAYOR
Lea Alvarez CITY CLERK

Ordinance:	2024-03
Adopted:	Feb 19,2024
Revised:	Jan 28, 2026
File:	ZoningMap_ep

1" = 700'

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: ROSE MILLER — Printed at 01/14/26 14:06 by rmill-tj

Acct #: 110016 — Ad #: 530843 — Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 01/16/2026 — Stop: 01/16/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 2.32 Words: 200
Total LEG 2.32
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-9233 MISC2026-03
Descr Cont: MDJ-9233 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: MISC2026-03
Created: rmill 01/14/26 14:04
Last Changed: rmill 01/14/26 14:06

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	01/16

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ Name (print or type)

_____ Name (signature)

.

MDJ-9233
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for the adoption of the official City of Kennesaw 2026 Zoning Map. A copy of the map is on file in the Planning and Zoning office located at 3080 Moon Station Rd, Kennesaw, GA 30144 for viewing during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Said meeting shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2026, 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/**

1:16-2026

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 4, 2026
6:30 PM

---

1. Call to Order / Roll Call

Vice Chair Vande Zande called the meeting to order at 6:30 p.m.
Roll Call: Rebecca Patterson, Carolyn Greenall, Robert Trim, Todd Vande Zande
Absent: Trey Bodenhamer
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Kevin Moore (Applicant's Representative), Adam Rozen (Applicant's Representative), Cameron Heath (Applicant), Dave Schwickerath (HOA President, The Village at Pine Mountain), Stephen Snow (Representative, Cedar Creek Professional Office Association, Inc.), Charles Barge (President, Cedar Creek Professional Office Association), Al Colcombe (6205 Pine Mountain LLC), Caleb Hydrick (Resident, City of Kennesaw)

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 February 16, 2026.

3. Approval of the Meeting Minutes

A. Approval of meeting minutes: January 7, 2026

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

4. New Business

Vice Chair Vande Zande called for a motion to amend the agenda order.
Commissioner Trim motioned to amend the agenda order to allow case number RZ2026-01 to be heard first
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

A. **RZ2026-01** - Consideration to rezone the properties located at 1600 Old 41 Highway (parcel #20014001380 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District as submitted by Walton Communities, LLC. Said request is to rezone the property for the development of a multi-family residential community. Property consists of 11.684 +/- acres and lies in land lot 140, tax parcels 13 & 156.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

5. Old Business

A. **RZ2025-03** - Consideration to rezone the property located at 6095 Pine Mountain Rd (parcel #20014001380) from Highway General Business (HGB) to Planned United Development – Residential (PUD-R) as submitted by DRB Group Georgia, LLC. Said request is to rezone the property for the development of fee simple town homes. Property consists of 8.823 +/- acres and lies in land lot 140, tax parcel 138.

Vice Chair Vande Zande called for a motion.
Commissioner Trim motioned to approve with the following conditions as outlined by staff:

1. The rezoning of the Subject Property to the Planned Unit Development–Residential (PUD-R) district shall be consistent with the technical and conceptual site plans submitted with the application and shall comply with the proposed minimum front, side, and rear setbacks, as well as the overall density of 10.08 units per acre.
2. The Subject Property shall be developed as maximum of eighty-nine (89) 'For Sale" Fee Simple Townhomes.
3. Applicant agrees the minimum floor area of all residential units shall be 1,400 sq. ft. Applicant also agrees that the maximum height of the overall development will adhere to the development standards outlined in the Unified Development Code.
4. The architectural style and composition of the buildings to be constructed on the Subject Property shall be in reasonable conformity to the architectural renderings/elevations submitted with the rezoning application and should include a mixture of components consisting of brick, stacked stone, and other cementitious components including Hardie plank and Hardie plank shake and

similar products.

5. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director with respect to stormwater management, hydrology and water quality requirements as outlined in the Unified Development Code.
6. Prior to issuance of a land disturbance permit, the applicant shall coordinate with a qualified geotechnical firm and civil engineer to design and implement measures to capture any groundwater encountered on-site associated with the spring ,subject to review and approval by the City Engineer and/or the City's Public Works Director.
7. Subject to review and approval by the City Engineer and the Public Works Department, all stormwater management components shall comply with the recommendations of the City of Kennesaw's Stormwater Management Division, including requirements related to stormwater management, hydrology, and water quality.
8. Applicant agrees to the protection of all required stream buffers affecting the Property; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenant, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units
10. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
11. Landscaping for the entrance area, signage areas, amenity and courtyard areas and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
12. The applicant agrees to the installation of a privacy fence constructed of solid weather resistant materials such as wood, wrought iron, with a height no greater than 8 ft along the portion of the rezoned parcel adjacent to existing commercial properties.
13. The developer agrees to construct all of the necessary roadways and infrastructure improvements as more particularly shown and reflected on the site plan. Additionally, the developer agrees to comply in all respects with the City's specifications concerning such infrastructure improvements which are interior to the subdivision.
14. The proposed development shall include amenities for use and enjoyment of its residents as follows:
    a) Community courtyards, gathering places
    b) Pedestrian connectivity
    c) A dog park
15. Sidewalks shall be provided throughout the subdivision, with all amenity areas connected to the nearest internal sidewalk to ensure continuous pedestrian access.

16. The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
17. Compliance with recommendations from Cobb County Fire Marshal's Office with respect to Life Safety and Fire Prevention issues. The development shall also comply with all applicable guest parking regulations, consistent with the parking layout and quantities depicted on the submitted site plan.
18. Entrance signage shall be ground based, monument-style signage with finish, materials and colors being in substantial conformity to the architectural style embodied in the subdivision.
19. All utilities servicing the residences with the proposed community shall be underground.
20. The applicant agrees that construction will begin in 24 months of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning.

Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken. Commissioner Patterson and Commissioner Trim voted in favor.
Commissioner Greenall voted against. Motion approved 2-1. Motion carried.

6. New Business

B. **RZ2026-02** - Consideration to rezone the unassigned right-of-way (ROW) fronting 2995 & 2997 N Main Street (parcel # 20013900140 & 20013900130) to R-15, Single-Family Residential as submitted by Dean Klein. Property consists of 0.11 +/- acres and lies on land lot 139, tax parcels 14 & 13.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Patterson
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

C. **PP2026-01** - Consideration for approval for a preliminary plat submitted by Mark Allen for parcel #20016700640 for the development of a restaurant and distillery. Property consists of 0.61+/- acres and lies in land lot 167, tax parcel 64.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

D. **MISC2026-02** - 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" Chapter 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00

"Nonconforming Uses" of said chapters as submitted by the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

E. **MISC2026-03** - Consideration for approval to adopt the official "2026 Zoning Map" for the City of Kennesaw.

Vice Chair Vande Zande called for a motion.
Motion to approve by Commissioner Patterson
Seconded by Commissioner Greenall
Vice Chair Vande Zande proceeded with a roll call for approval.
Vote taken, motion unanimously approved 3-0. Motion carried.

7. Staff Comment

8. Adjourn

Vice Chair Vande Zande called for a motion.
Motion to adjourn by Commissioner Trim
Seconded by Commissioner Greenall
Vice Chair Vande Zande adjourned the meeting at 8:11 p.m.

8000 Miscellaneous Legals

3FAHP0HA6AR190650
2011 HYUNDAI ELANTRA TOURING
KMHDB8AE4BU105202
2005 FORD F-150 1FTPX14595NB13140
2015 NISSAN ROGUE
5N1AT2MT4FC927596
2007 LEXUS IS JTHBK262272032842
2006 TOYOTA SIENNA
5TDBA22C96S076427
2015 MAZDA MAZDA3
JM1BM1T71F1272555
2016 AUDI A3 WAUA7GFF2G1032342
2013 NISSAN ALTIMA
1N4AL3AP4DC288494
2010 NISSAN ROGUE
JN8AS5MT2AW018664
2021 HYUNDAI KONA
KM8K62AA8MU614587
2020 TOYOTA TACOMA
3TMCZ5AN7LM291432
2020 HYUNDAI ELANTRA
5NPD84LF1LH591772
2006 LNDR RANGE ROVER SPORT
SALSH23426A969113
2006 TOYOTA COROLLA
1NXBR32E46Z651427
2019 FORD ESCAPE
1FMCU0GD6KUC19692
2012 MERCEDES-BENZ Benz
WDDGF4HB5CR195612
2015 NISSAN ALTIMA
1N4AL3AP9FC203359
2010 FORD FUSION
3FAHP0HA8AR405722
2014 BMW 435 WBA3R1C50EK192304
2009 BMW X5 5UXFE43599L267755
2009 TOYOTA COROLLA
JTDBL40E09J037138
2018 NISSAN ALTIMA
1N4AL3APXJC231583
2010 GMC SIERRA
3GTRCVE05AG258533
2008 KIA SORENTO
KNDJD736185812553
2017 NISSAN VERSA
3N1CN7AP1HK407092
2015 FORD FOCUS
1FADP3K28FL244392
2020 HONDA CIVIC
2HGFC2F84LH554430
2014 FORD F-150
1FTFW1ET8EKD22110
2008 FORD FOCUS
1FAHP35N78W108313

1:9,16-2026

MDJ-9106
GPN-17

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1 that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is Henson's Wrecker Service, 1975 Veterans Memorial Hwy, Austell, GA 30168.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **FEBRUARY 13TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St SE, Marietta, GA 30090. Answer forms may also be obtained online at http://www.georgiamagistratecouncil.-com
Vehicle Tag Vin Case #
2012 Mercedes-Benz NOTAG
WDDGF8BBXCR229494 25-L-00049

1:16,23-2026

MDJ-9140
GPN-17
K.O. Towing
344 Kathleen Dr.,
Marietta, GA 30067
Phone: (770)650-1413.

2HNYD2H34CH508435
ACURA MDX 2012 GRAY
WAUCFAFH9BN003772
AUDI A5 2011 BLACK
WBAFR7C55DC828594
BMW 535I 2013 BLUE
WBAFU7C59BC874831
BMW 535xi 2011 WHITE
WBAFR9C5XBC270783
BMW 550i 2011 BLACK
1G6DM577340140106
CADILLAC CTS 2004 GRAY
1G6DG577980200189
CADILLAC CTS 2008 BLACK
1GCEC19WXVE147298
CHEVROLET C/K 1500 1997 GREEN
1G1BC5SM7G7257910
CHEVROLET CRUZE 2016 WHITE
1G1PH5SC0C7303795
CHEVROLET CRUZE 2012 BLUE
2GCEC19T9X1151899
CHEVROLET SILVERADO-1500 1999 GOLD
2C3CDXBG8FH827614
DODGE CHARGER 2015 BLACK
1B8GP34372B560603
DODGE GRANDCARAVAN 2002 SILVER
ZFBCFADH3EZ021139
FIAT 500L 2014 YELLOW
1FMCU0GD0JUC94290
FORD ESCAPE 2018 BURGUNDY
3FADP4BJ7CM153993
FORD FIESTA 2012 BLUE
3FA6P0HD8GR113546
FORD FUSION 2016 GREEN
1HGCP26319A039114
HONDA ACCORD 2009 BLACK
JHMCP26868C057264
HONDA ACCORD 2008 BURGUNDY
5NPE24AF8FH144501
HYUNDAI SONATA 2015 WHITE
5NPE24AF8GH358549
HYUNDAI SONATA 2016 BLACK
JNRBS08W93X400484
INFINITI FX45 2003 WHITE
1C4PJMDX6KD492152
JEEP CHEROKEE 2019 BLACK
1C4RJEBG7EC270974
JEEP GRAND-CHEROKEE 2014 BLACK
1J4PP2GKXBW541127
JEEP LIBERTY 2011 SILVER
KNAFX4A65E5236294
KIA FORTE 2014 SILVER
KNAFU4A23A5823643
KIA FORTE 2010 GRAY
JTHCK262082022459
LEXUS IS 250 2008 BLACK
JTHBE262965002905
LEXUS IS-350 2006 BLACK
2T2HK31U69C119508
LEXUS RX-350 2009 BURGUNDY
5LMJJ2HT7FEJ04016
LINCOLN NAVIGATOR 2015 GRAY
WDDGF8BB5BR147686
MERCEDES-BENZ C-300 2011 BLACK
JA3AJ86E63U006223
MITSUBISHI LANCER 2003 BLACK
1N4BL3AP1DC180080
NISSAN ALTIMA 2013 BLACK
1N4AA5AP7BC805320
NISSAN MAXIMA 2011 BLACK
5N1DR2MMXHC619713
NISSAN PATHFINDER 2017 BLACK
5N1AR2MN3EC604574
NISSAN PATHFINDER 2014 BLUE
3N1AB7AP7HY326983
NISSAN SENTRA 2017 WHITE
3N1CN8DV6ML922576
NISSAN VERSA 2021 BLACK
3N1CN7AP8CL860533
NISSAN VERSA 2012 SILVER
1C6RR7JT1DS572825
RAM RAM 1500 2013 BLACK
JTDBE30K663055671
TOYOTA CAMRY 2006 GREEN
4T1BE32K44U798765
TOYOTA CAMRY 2004 SILVER
5TDKZ3DC6KS997347
TOYOTA SIENNA 2019 GRAY
3VWD07AJ2EM275937
VOLKSWAGEN JETTA 2014 RED

1:16,23-2026

MDJ-9148
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2261 Dixie Ave, Smyrna Ga 30080. The vehicles subject to liens as stated above are identified as:
AUDI 2013 A5 WAULFAFR2DA019797
DDC5513 GA
AUDI 2016 A6 WAUHGAFCXDN125941
SJR1362 GA
BLADE 2021 MOPED
LLPTGKBC5M1010073 NO TAG GA
CHEVROLET 2001 EXPRESS G3500 VANS 1GCHG39R711102702 SMI6766 GA
CHEVROLET 2023 MALIBU
1G1ZD5ST8PF248724 DEP8239 GA
CHEVROLET 2003 MONTE CARLO
2G1WW12E339354539 SGF2760 GA
CHEVROLET 2023 SILVERADO 1500
3GCPDBEK2PG120381 SCA1482 GA
CHEVROLET 2022 TAHOE
1GNSCNKD5NR208723 TFB5913 GA
CHEVROLET 2021 TRAX
KL7CJLSB8MB347674 SLI3025 GA
CHRYSLER 2015 200
1C3CCCAB2FN681459 SFB9775 GA
DODGE 2018 CHALLENGER
2C3CDZAG8JH321514 MAN635 MS
FORD 2010 EDGE
2FMDK3KC3ABA37284 SEQ6362 GA
FORD 2015 FOCUS
1FADP3F23FL214260 CDV8561 GA
FORD 2008 TAURUS X
1FMDK02W88GA11601 SKE2559 GA
FORD 2010 TAURUS
1FAHP2EW5AG107812 S2464288 GA
HONDA 2005 ACCORD
1HGCM56445L005427 SES3349 GA
HONDA 2007 ACCORD
JHMCM56347C020047 RVX7946 GA
HONDA 2010 ACCORD
1HGCP2F32AA023783 NO TAG GA
HONDA 2016 ACCORD
1HGCR2F53GA241851 CZG6424 GA
HYUNDAI 2016 ELANTRA GT
KMHD35LH6GU258397 SCA8382 GA
HYUNDAI 2017 ELANTRA
KMHD74LF3HU109458 CDT3586 NC
HYUNDAI 2024 ELANTRA LIMITED
KMHLP4DG7RU821055 SL1VING AL
JEEP 2016 RENEGADE
ZACCJBBT2GPD26867 ASG4242 WI
KIA 2010 SOUL KNDJT2A22A7137280
S2335523 GA
NISSAN 2004 ALTIMA
1N4BL11DX4C119126 SLT7184 GA
NISSAN 2011 ARMADA
5N1BA0ND0BN608975 SHG2862 GA
NISSAN 2012 MAXIMA
1N4AA5AP1CC814869 SLM5649 GA
NISSAN 2018 ROGUE

8000 Miscellaneous Legals

KNMAT2MT8JP541558 CZC8639 GA
PETERBILT 2021 579
1XPBDP9X6MD742809 NO TAG UT
WABASH NATIONAL 2008 TRAILER
1JJV532W88L178220 C6070B GA
TOYOTA 2003 CAMRY
4T1BE32K53U224092 SHK0855 GA
TOYOTA 2009 CAMRY
4T1BE46KX9U414169 SBP8843 GA
TOYOTA 2011 CAMRY
4T1BF3EK2BU777094 PTU1110 GA
TOYOTA 2011 SIENNA
5TDYK3DC7BS102379 TDF2651 GA
TOYOTA 2008 YARIS
JTDJT923485201728 RAB6132 GA
VOLKSWAGEN 2013 PASSAT
1VWBP7A3XDC108925 CJA5573 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
BARROW WRECKER SERVICE
2261 DIXIE AVE
SMYRNA GA 30080
770-435-8945
1:16,23-2026

MDJ-9149
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2261 Dixie Ave SE, Smyrna GA 30080.
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before, **FRIDAY, FEBRUARY 6TH, 2026.** Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
BUICK 2013 ENCLAVE
5GAKRCKD3DJ135281 RTS1560 GA
26-L-00040
FORD 2015 TAURUS
1FAHP2D88FG141138 8346AKC KS
26-L-00041
HONDA 2007 CIVIC
2HGFG12617H504240 SLH9768 GA
26-L-00042
HYUNDAI 2011 ELANTRA
5NPDH4AE9BH026646 SJD2827 GA
26-L-00043
LINCOLN 2013 MKX
2LMDJ6JK0DBL03818 SGX2818 GA
26-L-00044
NISSAN 2014 ALTIMA
1N4AL3AP7EC147436 CNA8568 GA
26-L-00045
TOYOTA 2012 COROLLA
2T1BU4EE8CC911082 CTV1656 GA
26-L-00046
VOLKSWAGEN 2007 JETTA
3VWSF71K67M138081 YFK351 GA
26-L-00047
VOLKSWAGEN 2006 NEW BEETLE
3VWRW31C46M408410 CK54QD FL
26-L-00048

1:16,23-2026

MDJ-9150
GPN-17

IN ACCORDANCE WITH OCGA SECTION 40-11-2, THE FOLLOWING VEHICLES HAVE BEEN TOWED AND ARE PRESENTLY BEING STORED AT BARROW WRECKER SERVICE, 2261 DIXIE AVENUE, SMYRNA, GEORGIA 30080, 770-435-8945, AND WILL BE SOLD AT PUBLIC AUCTION ON **THURSDAY, JANUARY 29 TH 2026 AT 11:00 AM**
2005 ACURA MDX 2HNYD18935H529004
2005 ACURA TL 19UUA66275A035552
2010 ACURA TSX JH4CU4F67AC002511
2015 AUDI A6 WAUGFAFC0FN033383
2013 BMW 3 SERIES
WBA3A5C51DJ462028
2015 BMW 3 SERIES
WBA3B5G52FNS17161
2009 CADILLAC CTS
1G6DV57V190127339
2015 CHEVROLET CRUZE
1G1PA5SH7F7270508
2009 CHEVROLET EQUINOX
2CNDL33F896231884
2014 CHEVROLET MALIBU
1G11A5SL4EF264390
2004 CHEVROLET MONTE CARLO
2G1WW12E749380403
2006 CHEVROLET MONTE CARLO
2G1WK151169299906
2007 CHEVROLET TAHOE
1GNFC13J07R216357
2013 DODGE AVENGER
1C3CDZBG0DN719097
2019 DODGE CHALLENGER
2C3CDZAG4KH587355
2022 DODGE CHALLENGER
2C3CDZBT3NH195970
2015 DODGE CHARGER
2C3CDXBG4FH778069
2018 DODGE CHARGER
2C3CDXHG2JH126521
2016 DODGE JOURNEY
3C4PDCAB5GT117977
2010 FORD ESCAPE
1FMCU4K3XAKC46653
2002 FORD EXPLORER
1FMDU64E32UA54799
2008 FORD F-150 1FTRX14W38FB30919
2019 FORD FUSION HYBRID
3FA6P0LU2KR168896
2015 FORD MUSTANG
1FA6P8AM8F5429071
2011 FORD RANGER
1FTKR1ED1BPA07985
2014 FORD TAURUS
1FAHP2E83EG151928
2009 GMC ACADIA
1GKER13D89J136758
2006 GMC ENVOY 1GKDS13S262232339
2006 HONDA CIVIC
2HGFG12836H543136
2008 HONDA CIVIC
JHMFA36278S029026
1998 HONDA CR-V
JHLRD1864WC104771
2008 HONDA PILOT
5FNYF28358B004666
2008 HONDA RIDGELINE
2HJYK162X8H542351
2013 HYUNDAI ELANTRA GT
KMHD35LE6DU096806
2017 HYUNDAI ELANTRA
5NPD84LF0HH151100
2005 HYUNDAI SONATA
KMHWF35H55A097685
2006 INFINITI G35
JNKCV51E56M519387
2013 INFINITI G37 SEDAN
JN1CV6AR7DM756361
2013 INFINITI G37
JN1CV6APXDM718413
2016 INFINITI Q70
JN1BY1AR6GM270893
2003 JAGUAR X-TYPE
SAJEA51D93XD35680
2014 JEEP PATRIOT
1C4NJPBA5ED534385
2014 JEEP PATRIOT
1C4NJPFA3ED600507
2013 KIA FORTE KNAFU4A27D5722223
2012 KIA OPTIMA
5XXGR4A64CG047193
2015 KIA RIO KNADM4A32F6500508
2016 KIA RIO KNADM4A38G6598042
2011 KIA SOUL KNDJT2A24B7271256
2011 MAZDA B-SERIES PICKUP
4F4YR16C4YTM24492
2003 MAZDA PICKUP
4F4YR12D53TM09345
2008 MERCEDES BENZ C-CLASS
WDDGF81X48F099802
2017 NISSAN ALTIMA
1N4AL3AP8HC470026
2014 NISSAN FRONTIER
1N6AD0ER5EN741963
2015 SUBARU WRX
JF1VA1A60F9833108
2021 SUZUKI GSX-R600
JS1GN7FA4M7100103
2004 SUZUKI XL7 JS3TX92V444111558
2007 TAKE THREE VMO TRAILER
1T9TS50367B540184
2024 TAOTAO B200R
L9NLTNBR1R1808556
2002 TOYOTA AVALON
4T1BF28B12U255322
2006 TOYOTA CAMRY
4T1BE32K66U677836
2007 TOYOTA CAMRY
4T1BK46K17U018055
2007 TOYOTA CAMRY HYBRID
4T1BB46K97U021012
2010 TOYOTA CAMRY
4T1BF3EKXAU011760
2011 TOYOTA CAMRY
4T1BF3EKXBU189783
2012 TOYOTA CAMRY
4T4BF1FK2CR208112
2002 TOYOTA COROLLA
1NXBR12E12Z595641
2018 TOYOTA COROLLA
2T1BURHE0JC026459
2011 TOYOTA SIENNA
5TDKK3DC8BS017377
2007 TOYOTA YARIS
JTDBT923571124880
2022 VOLKSWAGEN TAOS
3VVDX7B20NM026074

1:16,23-2026

MDJ-9156
GPN-17
PUBLIC AUCTION
AMERICAN EAGLE TOWING, LLC.
1818 AUSTELL RD.,
MARIETTA, GA 30008
404-409-1795

In accordance with O.C.G.A Section 40-11-2, the following described vehicles have been towed and are presently being stored at American Eagle Towing and will be sold at public auction on **January 31st at 9:00 a.m.** to the highest bidder. All sales are final and sold AS IS. American Eagle Towing, LLC. reserves the right to bid.
25-L-02754
2009 Mercedes-Benz
WDBWK58F49F212029
25-L-02751
2007 Mazda Mazda3
JM1BK32F671652874
25-L-02753
2008 Buick Enclave
5GAER23708J268263
25-L-02755
2008 Ford Edge
2FMDK38C78BA21672
25-L-02757
2013 Hyundai VELOSTER
KMHTC6AD2DU132132
25-L-02758
2016 Jeep Cherokee
1C4PJLCS7GW332230
25-L-02759
2009 Nissan Altima
1N4AL21E59N538183

1:16,23-2026

MDJ-9175
GPN-14
STATE BAR OF GEORGIA
STATE DISCIPLINARY BOARD
NOTICE OF INVESTIGATION
Service by Publication

TO:Charles M. Dalziel, Jr.
Georgia State Bar No. 203730
Re:Office of General Counsel File No. 250144
A Notice of Investigation has been issued in accordance with Bar Rule 4-204.1 based upon a grievance filed against you. Service of a Notice of Investigation by publication is - authorized by Bar Rule 4-204.1 (c).
Pursuant to Bar Rule 4-204.3(a), you are required to file with the State Disciplinary Board member assigned to investigate the grievance filed against you a written response to the Notice of Investigation in the matter within 30 days of January 23, 2026.
Pursuant to Bar Rule 4-204.3(d), your failure to answer the Notice of Investigation may result in your suspension from the practice of law in Georgia until an answer is filed.

1:16,23-2026

MDJ-9176
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2465 Ventura Place Smyrna, Ga 30080. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before **02-16-2026**. Answer forms may be found at the Magistrate Court Clerk's office located at: 32 Waddell St SE, Marietta, Ga 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
2021 Ram 3500 Promaster
3C6MRVJGXME580278 TDD0201 GA
Magistrate Court Case No: 26L00062
2009 Chevrolet Aveo
KL1TD56E29B623789 PCQ2651 GA
Magistrate Court Case No: 26L00063
2011 Nissan Altima
1N4AL2AP9BC168794 No Tag
Magistrate Court Case No: 26L00064
2003 Chevrolet Impala
2G1WF52E839387320 RYU3387 GA
Magistrate Court Case No: 26L00065
2011 Hyundai Sonata
5NPEB4AC3BH267879 No Tag
Magistrate Court Case No: 26L00066
2017 Toyota RAV4
2T3YFREV5HW321775 SEU1168 GA
Magistrate Court Case No: 26L00067
2009 Volkswagen Jetta
3VWRJ71K89M091278 SIZ2255 GA
Magistrate Court Case No: 26L00068
2004 Infiniti FX45
JNRBS08W44X403875 RKH1349 GA
Magistrate Court Case No: 26L00069
2005 Mercedes C230
WDBRF40J35F665158 SED9089 GA
Magistrate Court Case No: 26L00070
2003 Ford Explorer
1FMZU64K63UC65573 DDP3769 GA
Magistrate Court Case No: 26L00071
2011 Toyota RAV4
JTMZF4DV7BD029980 SIM6518 GA
Magistrate Court Case No: 26L00072
2007 Ford Edge 2FMDK36CX7BA49709
LBE3501 PA
Magistrate Court Case No: 26L00073
2018 Ford Fusion 3FA6P0LUXJR137927
CUQ9976 GA
Magistrate Court Case No: 26L00074
Howard's Wrecker Service
2465 Ventura Place
Smyrna, Ga 30080 770-432-2613

1:16,23-2026

MDJ-9186
GPN-17
ABANDONED MOTOR VEHICLE
ADVERTISEMENT NOTICE

You are hereby notified, in accordance with OCGA § 40-11-19.1(b)(2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2481 Old Covington Hwy SW Conyers, GA 30012
The vehicles subject to liens as stated above are identified as:
Ford 2011 E250 Vans
1FTNE2EL6BDA18536
TAG# S2480312 GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
Quick Drop Impounding, Towing, and Recovery
2481 Old Covington Hwy SW
Conyers GA 30012
678-210-0245
1:16,23-2026

MDJ-9187
GPN-17

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that the references vehicles are subject to a lien and a petition may be filed in the court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The Vehicles are currently located at 2360 Harris Street, Austell, Georgia 30106. Anyone with an ownership interest in these vehicles should contact the following business immediately Business Name:
CSS Transportation
Address 2360 Harris Street,
Austell GA 30106
Telephone #: 770-538-1805
Year / Make Color VIN # Tag # Completed
1 2014 Buick Verano GREY
1G4PR5SK7E4148741 RKL5857 GA
11/26/25
2 1999 Chevrolet Silverado 1500
BROWN 2GCEC19TXX1106499 BSC3973
GA 11/25/25
3 2012 Mazda CX-9 BEIGE JM3T-B2BA3C0354731 11/25/25
4 2017 BMW 3 Series white
WBA8F1C50HK825693 JLB7542 OH
11/25/25

1:16,23-2026

MDJ-9188
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta, GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: **02/06/2026.** Answer forms may be found at the Magistrate Court Clerk's office located at:
32 Waddell St SE, Marietta, Ga 30090.
Forms may also be obtained online at www.georgiamagistratecouncil.com.
2022 RAM 3500
3C63RPHL3NG115602 25CINK FL
MAGISTRATE COURT CASE NO:
26-L-00109
2023 KIA FORTE
3KPF24AD5PE600771 SDM5593 GA
MAGISTRATE COURT CASE NO:
26-L-00108
2013 LEXUS IS
JTHCF5C23D5063686 2221KW VA
MAGISTRATE COURT CASE NO:
26-L-00110
2005 TOYOTA CAMRY
4T1BF32KX5U099641 YQE325 GA
MAGISTRATE COURT CASE NO:
26-L-00111
2023 SUBARU CROSSTREK
JF2GTAEC8PH228016 DDY7745 GA
MAGISTRATE COURT CASE NO:
26-L-00113
2013 BUICK VERANO
1G4PP5SK8D4235892 RPX6689 GA
MAGISTRATE COURT CASE NO:
26-L-00112
2008 LINCOLN Mkx
2LMDU88C58BJ33172 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00115
2002 ACURA MDX
2HNYD18612H524725 P9854369 GA
MAGISTRATE COURT CASE NO:
26-L-00114
2010 AUDI A5
WAUWKAFR9AA066488 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00116
2023 VOLKSWAGEN JETTA
3VWBM7BU1PM040470 NO TAG
MAGISTRATE COURT CASE NO:
26-L-00117
2008 BMW 3-SERIES
WBAVA37548NL47087 SGY7630 GA
MAGISTRATE COURT CASE NO:
26-L-00118
2012 JEEP GRAND CHEROKEE
1C4RJEAG6CC217388 ZPM934 GA
MAGISTRATE COURT CASE NO:
26-L-00119
2006 HONDA CIVIC
1HGFA16516L063648 SKB2126 GA
MAGISTRATE COURT CASE NO:
26-L-00120
2023 Ford Edge
2FMPK4K96PBA18972 AW55JW FL
MAGISTRATE COURT CASE NO:
26-L-00121

1:16,23-2026

MDJ-9205
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: CHEVROLET
Year: 2005
Model: Suburban
Vehicle ID #: 3GNEC16Z45G281125
Vehicle License #: NO TAG
Present location of vehicle: **31 Veterans Memorial Hwy SW, Mableton, GA 30126**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9206
GPN-17
ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: Nissan
Year: 2021
Model: Rogue
Vehicle ID #: 5N1AT3BA1MC731829
Vehicle License #: NO TAG
Present location of vehicle: **4018 LINDLEY RD, BLDG 300-A, POWDER SPRINGS, GA 30127-2378**
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: **2/16/2026.** Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St Marietta GA 30090 Case # 25-L02437
Forms may also be obtained online at www.georgiamagistratecouncil.com.

1:16,23-2026

MDJ-9227
GPN-17
NOTICE OF PRIVATE SALE

The following property will be sold by written bid by 9:00 a.m. MST on **1/23/2026**
2024 Utility VS2DX - 1UYVS2537R3178919
To inquire about this item please call Kerry Hendrickson at 801-624-5193.
Transportation Alliance Bank 4185 Harrison Blvd Ogden, UT 84403

1:16,23-2026

MDJ-9243
GPN-14
COBB COUNTY DOT
SEEKS PUBLIC INPUT AT
PUBLIC OPEN HOUSE FOR
EAST-WEST CONNECTOR
CORRIDOR
IMPROVEMENTS STUDY

The Cobb County Department of Transportation (DOT) will host a Public Open House (POH) on the East-West Connector Corridor Improvements Study. The meeting will be held on January 29, 2026, from 5 p.m. to 7 p.m. at Connection Pointe Church of God (Fellowship Hall), 888 East-West Connector, Austell, GA 30106. **(Attendees should enter the parking lot via Hicks Road and use the side entrance to access the Fellowship Hall).**
The in-person meeting will be held in an open house format, allowing attendees to view exhibits and speak with members of the East-West Connector Corridor Improvements Study project team. **There will be no formal presentation**. Interactive stations will allow the public to provide input on existing conditions and travel needs along the corridor.
Public comments may be submitted in any of the following ways:
1. Complete a Comment Card and place it in the comment box at the meeting.
2. Complete a Comment Card and mail it to:
Cobb County Department of Transportation
1890 County Services Parkway, Marietta, GA 30008
3. Email comments to: **DOTPlanning@cobbcounty.gov**
CCDOT has initiated the Study to evaluate current conditions, identify travel needs, and develop concept alternatives to improve safety, mobility, and operations along the East-West Connector from Powder Springs Road to Cumberland Parkway at the Interstate 285 overpass, including a segment of Atlanta Road between I-285 and Cumberland Parkway.
Visit the project web page to learn more:
https://www.cobbcounty.gov/transportation/transportation-planning/roadway-planning

1:16-2026

8001 Juvenile/Youth/Family

MDJ-9019
GPN-10
IN THE JUVENILE COURT OF
COBB COUNTY, GEORGIA
IN THE INTEREST OF:
M.W.; SEX- F; AGE- 7 mo.;
DOB: 4-20-25; CASE # 25-CV-1307-08
Child under 18 years of age.
NOTICE OF SUMMONS.

TO: the Mother, Tasia Webb, and the unknown unnamed father.
YOU ARE FURTHER NOTIFIED that a petition for guardianship has been filed in the Cobb County Juvenile Court and that by reason of an Order for service by publication entered by the court.
YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County, Georgia, in Marietta, Georgia, on the February 4, 2026, a 9:00 o'clock a.m. The hearing is for the purpose of determining whether a permanent guardian should be appointed over the person and property of the child.
A copy of the petition for permanent guardianship may be obtained from the clerk of the Cobb County Juvenile Court, which is located at 32 Waddle Street, Marietta, 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, the copy will be mailed to you.
The child is in the present temporary custody the department of family and children services.
The general nature of the allegations is that the unknown unnamed father has abandoned the child.
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, Justin M. Schneider, 3600 Dallas Highway, Suite 230, #137, Marietta, Georgia 30064, 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
Wayne E. Grannis,
Judge of said court.
This 5th day of January 2026.
CLERK JOYCE E. HOLMON
JUVENILE COURT OF
COBB COUNTY

1:9,16,23,30-2026

8002 Local Legislation

MDJ-9135
GPN-13
NOTICE OF INTENTION TO
INTRODUCE LOCAL LEGISLATION

Notice is given that there will be introduced at the 2026 regular session of the General Assembly of Georgia a bill to amend an Act creating the State Court of Cobb County, approved March 26, 1964 (Ga. L. 1964, p. 3211), as amended; and for other purposes.

1:16-2026

8003 Public Hearing

MDJ-9232
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 2, Section 2.01.03 "Residential Zoning Districts" and Chapter 9, Section 9.01.00 "Nonconforming Uses". 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 February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2025, at 6:30 p.m. Both meetings will 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/**

1:16-2026

MDJ-9233
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for the adoption of the official City of Kennesaw 2026 Zoning Map. A copy of the map is on file in the Planning and Zoning office located at 3080 Moon Station Rd, Kennesaw, GA 30144 for viewing during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
Said meeting shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. and the Mayor and Council will hold a public hearing on February 16, 2026, 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/**

1:16-2026

MDJ-9234
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Walton Communities, LLC. Said request is to rezone two (2) parcels located at 1600 Old 41 Hwy (20021200130 & 20021201560) from General Commercial (GC) and RM-12, Multiple-Family District to RM-16, Multiple-Family District to develop a multi-family residential community consisting of one hundred eighty-two (182) dwelling units. The parcels lie in Land Lot 212, Tax Parcels 13 & 156 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

MDJ-9235
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by Dean Klein. Said request is to rezone approximately 0.11 +/- acres of unassigned right-of-way (ROW) fronting 2995 and 2997 N Main Street (20013900140 & 20013900130) to R-15, Single-Family Residential. The parcels lie in Land Lot 139, Tax Parcels 14 & 13 of the 20th District, 2nd Section, Cobb County Georgia.
Said meetings shall be held before the Planning Commission on February 4, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 16, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.
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/**

1:16-2026

8004 Public Sales/Auctions

MDJ-8938
GPN-17
STORAGE TREASURES AUCTION

Extra Space Storage, on behalf of itself or its affiliates, Life Storage or Storage Express, will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
1897 West Oak Pkwy, Marietta, GA 30062 for January 27, 2026 at 11:30 am.
Rosie Page
Unit# 1534
Household items
Rose Page
Unit# 1608
Household items
Rosie Page
Unit# 2622
Household items
The auction will be listed and advertised on **www.storagetreasures.com**. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

1:9,16-2026

MDJ-9009
GPN-17
NOTICE OF PUBLIC SALE

The following self-storage Cube contents containing household and other goods will be sold for cash by **CubeSmart** Asset Management, LLC as Agent for Owner **[381 Veterans Memorial Hwy SW Mableton Ga 30126]** to satisfy a

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: February 9, 2026

TITLE: **Minutes: February 2, 2026 Regular Meeting**
Approval of the February 2, 2026, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-02-02 City Council Draft Meeting 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/
February 2, 2026
6:30 PM

Present	Mayor Derek Easterling Mayor Pro Tem Antonio Jones Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Jonathon Bothers 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

City resident Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

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

4. Announcements

5. Presentations

6. Public Comment

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

6:30 p.m. Floor Open for Public Comments

No comments.

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

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

DRAFT

A. **Ordinance: Chapter 22 Amendments**
Consideration for approval of an Ordinance to amend Chapter 22, entitled, "Businesses" of the Code of Ordinances of the City of Kennesaw, Georgia.

Assistant to the City Manager, Anna Trapp, presented an ordinance amending Chapter 22, “Businesses,” of the Code of Ordinances. The purpose of the amendments is to ensure the City’s continued compliance with Georgia Bureau of Investigation (GBI) and Federal Bureau of Investigation (FBI) requirements related to background checks for certain privileged business licenses.

Ms. Trapp explained that the GBI has advised the City that separate Originating Agency Identifier (ORI) numbers are required for each category of privileged license. The City currently maintains an ORI number for alcohol licenses. The proposed amendments authorize the Business License Department to request additional ORI numbers from the FBI for bail bondsmen, flea markets, and massage therapy businesses. These license categories are considered privileged licenses and require applicants to undergo background checks and fingerprinting.

Upon approval by the Mayor and Council, staff will forward the amended ordinance provisions to the GBI and FBI for review in support of the City’s request for additional ORI numbers.

DRAFT

Assistant Director of Administration Meredith Staton reviewed the ordinance language changes, noting that revisions were made to ensure consistent and accurate terminology throughout the chapter.

City Attorney Sam Hensley thanked staff for their work on the amendments, noting that the prior ordinance contained ambiguity regarding whether applicants would receive a business license or an occupational tax certificate. He explained that the revisions clarify this distinction and ensure the ordinance does not imply that an applicant would receive multiple authorizations to conduct business within the City.

Mayor Pro Tem Jones made a motion to approve **Ordinance No. 2026-01** amending Chapter 22, entitled, "Businesses" of the Code of Ordinances of the City of Kennesaw, Georgia, as presented. Councilmember Viars seconded the motion.

6:36 p.m. Floor Open for Public Comments

No comments.

6:37 p.m. Floor Closed for Public Comments

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

11. Consent Agenda

A. **Minutes: January 12, 2026 Work Session**

Approval of the January 12, 2026, City Council work session minutes.

B. **Minutes: January 20, 2026 Regular Meeting**
Approval of the January 20, 2026, City Council regular meeting minutes.

C. **Cemetery Deed: Section III-71-B**
Authorization for the Mayor to sign a deed for a cemetery lot purchased by Kendra Hughes in the Kennesaw City Cemetery.

Councilmember Gutierrez-Leon made a motion to approve the Consent Agenda engross. Councilmember Viars seconded the motion.

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

12. General and Administrative

A. **Resolution: H-GAC Interlocal Contract**
Consideration for approval of a Resolution authorizing agreement with Houston Galveston Area Council (HGAC) for cooperative purchasing.

911 Director Nikki McGraw presented a resolution authorizing an agreement with the Houston-Galveston Area Council (H-GAC) for cooperative purchasing. Ms. McGraw explained that the agreement allows the City to utilize H-GAC for future purchases, including dispatch consoles, software, vehicles, and related equipment.

DRAFT

She noted that H-GAC conducts a competitive bidding process that allows multiple vendors to submit pricing, which helps the City save time and money while remaining compliant with procurement requirements.

Ms. McGraw also noted that an error in the contract would be corrected prior to execution. The contract term should reflect the fiscal year of October 1, 2025, through September 30, 2026.

Councilmember Orochena made a motion to approve **Resolution No. 2026-05** authorizing an agreement with the Houston Galveston Area Council (H-GAC) for cooperative purchasing, as presented. Councilmember Viars seconded the motion.

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

B. **Alcohol License: One Stop Gas**
Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for One Stop Gas, Inc., located at 2520 Cobb Parkway NW, Kennesaw, GA 30152. Applicant: Dalbag Singh

Assistant Director of Administration Meredith Staton presented a Retail Package Alcohol License application for Beer, Wine, and Sunday Sales for One Stop Gas, Inc., located at 2520 Cobb Parkway NW. Ms. Staton stated that the applicant completed the required alcohol workshop in accordance with Section 6-69. She further noted that public notice requirements were met, with signage posted and the application properly advertised pursuant to Section 6-36.

Ms. Staton advised that the completed application and background check results are on file. A distance survey conducted by a certified surveyor confirmed that the business is not located within the restricted distance of any property line or structure as outlined in Ordinance Sections 6-42 and 6-43.

Councilmember Viars made a motion to approve a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for One Stop Gas, Inc. located at 2520 Cobb Parkway NW, Kennesaw, GA 30152, as presented. Mayor Pro Tem Jones seconded the motion.

Prior to consideration of the next agenda item, Councilmember Viars stated that she was unsure whether recusal was necessary due to a prior professional relationship with the landlord. She noted that she does not currently have any leases or ongoing business relationships with the landlord. Mayor Easterling indicated that no conflict existed, as the relationship was unrelated and occurred on a separate project. City Attorney Sam Hensley, Jr. concurred.

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

C. **Alcohol License: Kennesaw Mart**
Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for Kennesaw Mart 2025, Inc., located at 3055 N. Main Street, Kennesaw, GA 30144. Applicant: Zoheb Bhayani.

DRAFT

Assistant Director of Administration Meredith Staton presented a Retail Package Alcohol License application for Beer, Wine, and Sunday Sales for Kennesaw Mart 2025, Inc., located at 3055 North Main Street.

Ms. Staton stated that the applicant completed the required alcohol workshop in accordance with Section 6-69. She further noted that public notice requirements were met, with signage posted and the application properly advertised pursuant to Section 6-36. The completed application and background check results are on file.

A distance survey prepared by a certified surveyor indicated that the business is located within 300 feet of a private residence and within 600 feet of a religious assembly. Section 6-42 applies to locations within 300 feet of a private residence, and Section 6-43 applies to locations within 600 feet of a religious assembly. Both sections authorize the Mayor and Council to waive the applicable distance requirements if granting the license would not have an adverse effect on the private residence or religious assembly.

Mayor Pro Tem Jones made a motion to approve a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for Kennesaw Mart 2025, Inc., located at 3055 North Main Street, Kennesaw, GA 30144, as presented. Councilmember Orochena seconded the motion.

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

D. **Fiscal Year 2025: Budget Adjustments**

Finance Director Jennifer Gordy presented FY 2025 budget adjustments [see **Exhibit A**].

Councilmember Viars made a motion to accept FY 2025 budget adjustments, as presented. Councilmember Bothers seconded the motion.

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

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

A. **Resolution: Southern Museum Classroom Refresh**
Consideration for approval of a Resolution accepting the proposal presented by Gordian for the Classroom Refresh at the Southern Museum.

Building and Facilities Director Robbie Balenger presented a resolution to accept a proposal from Gordian, through a State contract, to repaint and replace flooring in the classrooms at the Southern Museum at a cost of $24,496.

Mr. Balenger explained that a portion of SPLOST funds was allocated for upgrades to highly used facilities, noting that the Southern Museum classrooms are utilized on a daily basis.

DRAFT

Councilmember Viars made a motion to approve **Resolution No. 2026-06** accepting a proposal from Gordian for the classroom refresh at the Southern Museum, as presented. Seconded by Councilmember Bothers.

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

B. **Resolution: Southern Museum Restroom Flooring Replacement**
Consideration for approval of a Resolution accepting the proposal presented by Gordian for the replacement of restroom flooring at the Southern Museum.

Building and Facilities Director Robbie Balenger presented a resolution to accept a proposal from Gordian, through a State contract, for the replacement of restroom flooring at the Southern Museum at a cost of $42,019.

Motion by Mayor Pro Tem Jones to approve **Resolution No. 2026-07** accepting a proposal from Gordian for the replacement of restroom flooring at the Southern Museum, as presented. Councilmember Viars seconded the motion.

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

C. **Resolution: Ben Robertson Community Center Flooring Replacement**
Consideration for approval of a Resolution accepting the proposal presented by Gordian for the flooring replacement at Ben Robertson Community Center.

Building and Facilities Director Robbie Balenger presented a resolution to accept a proposal from Gordian, through a State contract, for the replacement of flooring in the Ben Robertson Community Center at a cost of $37,815.

Mayor Pro Tem Jones made a motion to approve **Resolution No. 2026-08** accepting a proposal from Gordian for the replacement of flooring in the Ben Robertson Community Center, as presented. Councilmember Bothers seconded the motion.

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

16. Recreation and Culture

A. **Resolution: Gay Construction GMP for Chalker Park**
Consideration for approval of a Resolution amending a contract with Gay Construction as the Construction Manager at Risk (CMAR) for Chalker Park for a Guaranteed Maximum Price (GMP).

Parks and Recreation Director Bill McNair presented a resolution to amend the contract with Gay Construction, serving as Construction Manager at Risk (CMAR) for the Chalker Park project, to establish a Guaranteed Maximum Price (GMP) of $1,254,662.52. Mr. McNair noted that the Mayor and Council previously approved Gay Construction as the CMAR for the Chalker Park project on November 3, 2025.

DRAFT

Councilmember Bothers made a motion to approve **Resolution No. 2026-09** amending a contract with Gay Construction as the Construction Manager at Risk (CMAR) for Chalker Park for a Guaranteed Maximum Price (GMP), as presented. Mayor Pro Tem Jones seconded the motion.

City Manager Jeff Drobney noted that this price does not include the playground equipment as staff is still working through that contract.

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

17. Community Development

18. Public Comment

This section is for general comment.

6:50 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: shared local historical information about Sardis Baptist Church in recognition of Black History Month [See **Exhibit B**].

STEVEN LUITJENS [City Resident]: Mr. Luitjens is the owner of Conservation Landscaping. Last time he spoke, he touched on how current land development practices were removing native plant communities and the ecological cost of that loss. He provided some possible solutions to this issue, including using native plants as infrastructure.

CHRIS DEIMER [City Resident]: Mr. Deimer, a resident near Fairfax Park, requested a sanitary sewer easement through the park to connect his property to the County sewer system. He explained that, without this easement, his family would be required to replace their existing septic system at significant cost. Due to site constraints, there is no practical location on the property to properly replace the system.

Mr. Deimer noted that the proposed easement would be situated in an isolated, wooded area and would not affect the usability of the park.

MARY MILLER [City Resident]: Ms. Miller thanked Chief Westenberger and the Kennesaw Police Department for supporting our high school students last week as they exercised their First Amendment rights. She also requested that the City formally express support for proposed state legislation aimed at curtailing actions by Immigration and Customs Enforcement (ICE) as it operates within the state.

6:51 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney recognized City staff for their efforts and dedication during the weather events that occurred over the past two weeks.

DRAFT

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

Mayor Easterling announced the 2026 Concert Series lineup at the United Bankshares Amphitheater, which will feature Night Ranger, Boy Band Review, Rumors ATL, and Dancing Dream: A Tribute to ABBA.

22. Executive Session

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

23. Adjourn

Mayor Easterling adjourned the meeting at 7:02 p.m. The next work session will be held on Monday, February 9, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

_____
Lea Alvarez, City Clerk
[MIN_SIGNATURES]

DRAFT

City of Kennesaw
ADJUSTMENT TO ANNUAL BUDGET
Fiscal Year Ended September 30, 2025

Fund	Description	Amount	
		DR	CR
General Fund	Group Insurance	205,000	
General Fund	Transfers	422,094	
General Fund	Salaries - various		205,000
General Fund	Various		422,094
Opioid Fund	Opioid Settlement Revenue		12,864
Opioid Fund	Opioid Expenditures	12,864	
Hotel/Motel	Hotel/Motel Expenditures – collected more revenue than expected so more paid out	200	
Hotel/Motel	Hotel/Motel Revenue - collected more revenue than expected		200
ARPA	Sidewalk Improvements and Park Improvements – Chalker Park	551,430	
ARPA	Working Capital Reserves		551,430
TOTAL		**$1,191,588**	**$1,191,588**

DRAFT

JUSTIFICATION AND BACKGROUND:

Fiscal Year End Realignment for Annual Financial Reporting Purposes.

KENNESAW HISTORY

Sardis Missionary Baptist Church

In 1880, three members of Kennesaw's African American community purchased land from Gaspard T. Carrie next to the railroad tracks for use as a new church building. These three men were Deacons Jack Talley, Sam Bostick, and Alexander James Tanner. A small frame church was erected, and the new church was opened that year. It was named Sardis Baptist Church. The first preacher for the church was Reverend W. F. Strickland and he was assisted by Professor B. J. Graves. The site of the original church building is behind the present structure and was painted white and blue. It was next to a large oak tree which is still thriving on the church grounds.

In 1932, in the middle of the Great Depression, the original church building burned. The fire was caused by a faulty stove. The church bible, several pews, and an organ were among the items recovered from the fire. Community members helped to build a new structure by donating materials and labor. The nails were salvaged from the previous building and a carpenter offered his services to build the structure for free. It was soon ready for services to be held but the finishing touches would not be completed until 1945. This structure was used until 1973 when the current building was built.

DRAFT



Sardis Church, 1945-1973

Presented by Andrew J. Bramlett at the February 2, 2026, City of Kennesaw Mayor & Council Meeting

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 Regular Meeting
2/2/2026
Public Comment Sign-in

	Name	Address	Topic
1	Mary Miller	3905 Collier	Trade
2			ICE
3	Andrew Brandett	2990 Summerfield Ct.	Land Heritage
4			
5	Steven Luitjens	3840 Jiles Rd Apt 1304	Native Plant
6			Infrastructure
7	Christopher Diemer	2260 Wysong Sq	Easement
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			

DRAFT

Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: February 9, 2026

TITLE: **Resolution: GovMVMT Purchasing Agreement**
Consideration for approval of a Resolution authorizing an agreement with GovMVMT for cooperative purchasing.

Summary:
The presented contract will allow the City to use GovMVMT for purchases related to Chalker Park, including playground equipment, rubberized surfaces, and shade structures. There are no costs associated with this contract until a service or good is purchased.

GOVMVMT is a national purchasing organization that assists public agencies in reducing the cost of purchased goods and services through strategic sourcing that combines volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high-quality products and services by large and well recognized public agencies known as Lead Public Agencies. The contracts allow usage by the Lead Public Agency and by other Participating Public Agencies. Fairfax County, VA serves as a Lead Public Agency for playground equipment, which would allow the City of Kennesaw to enter this contract as a "Participating Public Agency" in order to secure a competitive price for the playground equipment needed for Chalker Park.

This has completed legal review.

Recommendation:
Staff recommends approval..

Fiscal Impact:

Attachments:
1. RES 2026 - GovMVMT Agreement

2. GovMVMT-MICPA-11.4.24

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-___

RESOLUTION AUTHORIZING INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH GOVMVMT

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

WHEREAS, the City has identified a need for procurement services to complete the Chalker Park project; and

WHEREAS, GovMVMT is a national cooperative purchasing program; and

WHEREAS, pursuant to O.C.G.A. 36-69A, GovMVMT is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the City of Kennesaw wishes to utilize GovMVMT for procuring goods and services on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes the City Manager to sign the contract with GovMVMT as shown in **Exhibit A.**

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of February 2026.

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW

_____
Derek Easterling, Mayor

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies who register to participate in the GovMVMT Purchasing Cooperative ("Participating Public Agencies").

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into awarded agreements ("Master Agreements") with Lead Public Agencies to provide a variety of goods, products and services ("Products and Services") to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products and Services.

2. The Participating Public Agency shall ensure that the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, and "safe harbor" regulations that govern the Participating Public Agency's procurement practices.

3. The cooperative use of Master Agreements obtained by a Participating Public Agency shall be in accordance with the terms and conditions of the applicable Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.

5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.

7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.

8. This Agreement and Master Agreements are made by and between Lead Public Agencies, Contract Suppliers, and Participating Public Agencies, as applicable. As such, GovMVMT shall no liability and expressly disclaim all express or implied representations and warranties regarding any Master Agreements, including any terms, conditions, Products and Services of said Master Agreements. The Participating Public Agency hereby releases GovMVMT of any and all claims arising from any Master Agreement or the Participating Public Agency's participation in GovMVMT, including any acts or omissions by a Contract Supplier or Lead Public Agency.

9. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

10. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.

11. The Agreement shall be effective after execution of the Lead PublicAgency Certificate by the Lead Public Agency and the completed registration of the Participating Public Agency with GovMVMT.

Should any portion of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Agreement shall be interpreted as narrowly as possible and shall be deemed stricken and severed from this Agreement, and all other parts, terms, provisions, and portions of this Agreement shall remain unaffected and shall be given full force and effect.

On behalf of GOVMVMT



Nancy Parrish, Board Chair
IGSA

On behalf of Agency

Name:
Agency:

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Virginia Beach City Public Schools has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Carla Smith (Sep 5, 2023 17:51 EDT)

Authorized Signature, Lead Public Agency

Carla Smith

(Printed Name)

Procurement Director

(Title)

Sep 5, 2023

(Date)

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, University of North Florida has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

Eric Dickey
(Printed Name)

Chief Procurement Officer
(Title)

02/01/2023
(Date)

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Auburn University has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

C A Raville

Authorized Signature, Lead Public Agency

Courtney Raville

(Printed Name)

Director, Strategic Business Operations

(Title)

09/13/2023

(Date)

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, The University of Alabama has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

Kevin R. Stevens
(Printed Name)

Exec. Dir. Procurement
(Title)

1/1/23
(Date)

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Olathe Public Schools, KS has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Lead Public Agency

Scott Carpenter
(Printed Name)

Asst. Director of Business & Finance
(Title)

October 1, 2022
(Date)

DocuSign Envelope ID: 03044384-6FFC-4818-9F48-C08F483BDA5F

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Fairfax County, Virginia has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

DocuSigned by:
Lee Ann Pender
E239B762E600465...

Authorized Signature, Lead Public Agency

Lee Ann Pender

(Printed Name)

Acting Director

(Title)

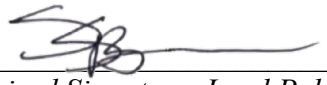
2022 April 4 | 09:04:46 EDT

(Date)

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Chesterfield County, VA has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

Stephanie S Brown

(Printed Name)

Procurement Director

(Title)

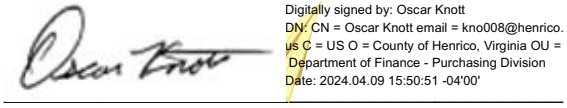
4/17/2024

(Date)

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Henrico County, VA has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

Oscar Knott, CPP, CPPO, VCO

(Printed Name)

Purchasing Director

(Title)

April 9, 2024

(Date)

EXHIBIT E
LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Hillsborough County Public Schools has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

_____
Authorized Signature, Lead Public Agency

Corey A. Murphy
(Printed Name)

General Manager, Procurement Services
(Title)

November 1, 2024
(Date)

Item Report

TO: The Honorable Mayor and City Council

FROM: Meredith Staton, Assistant Finance Director

DATE: February 9, 2026

TITLE: **Alcohol License: Shree Pizzeria D/B/A Johnny's New York Style Pizza**
Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Shree Pizzeria, LLC D/B/A Johnny's New York Style Pizza located at 1635 Old 41 Highway NW, Suite 104, Kennsaw, GA 30152. Applicants: Kinjal Patel and Pratikkumar Patel

---

Summary:
The applicants have completed the required alcohol workshop per Section 6-69. Signs have been posted and this hearing has been properly advertised per Section 6-36. The current application and background checks are on file.

A distance survey was completed by a certified surveyor and indicates that the business is within 300 feet of a private residence. Section 6-42 indicates that Mayor and Council may waive the distance requirement if 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. JOHNNY'S NY STYLE PIZZA-SHREE PIZZERIA LLC ALCOHOL-2026 Redacted

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

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: SHREE PIZZERIA LLC

Doing Business As (DBA): Johnny's New York style Pizza

Anticipated start date of business: NOV 18th 2025

Business Location: Street Address 1635 old US 41 Hwy NW | Suite 104

City, State Kennesaw, GA | Zip 30152

Phone: [redacted] | Email: [redacted]

Mailing Address: Street Address 6 Wesleyan way | Suite

City, State Dallas, GA | Zip 30132

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: Barrett Parkway Hwy 41, LLC

Owner's Address: 35 Johnson Ferry Road | Suite/Apt

City, State Marietta, GA, | Zip 30067

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:

NOT APPLICABLE

Package Sales- **Liquor**:

School or Colle[illegible] ☐ Yes ☐ No

Retail Liquor Pa[illegible] ☐ 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? 2532	
How many square feet is the bar area? 50' Ft	
What % of the total dining space is the bar area? 3-5 %	
Number of pool tables: N/A	Number of video game machines: N/A
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?

Corporation or LLC Information		
Corporation or LLC Name: Shree Pizzeria LLC		
Partner/Member Name: KINJAL PATEL	Partner/Member Name:	
Position: Member	Position:	
% of Ownership: 50 %	% of Ownership:	
SSN: [redacted]	SSN:	
Date of Birth: [redacted]	Date of Birth:	
Phone: [redacted]	Phone:	
Email: [redacted]	Email:	
Home Address: 6 Wesleyan Way	Home Address:	
City, State: Dallas, GA Zip: 30132	City, State:	Zip:
Partner/Member Name: Pratik Kumar Patel	Partner/Member Name:	
Position: Member	Position:	
% of Ownership: 50 %	% of Ownership:	
SSN: [redacted]	SSN:	
Date of Birth: [redacted]	Date of Birth:	
Phone: [redacted]	Phone:	
Email: [redacted]	Email:	
Home Address: 519 Sweet Bay Lane	Home Address:	
City, State: Dallas, GA Zip: 30132	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

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:

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: N/A

Lender	Address of Lender	Amount	Date	Interest Rate

Name of CPA or Accounting Firm: Tax Firm INC

Address of CPA or Accounting Firm: Street Address 104 Whiting way

Suite: 240 | City/State: Warner Robins, GA | Zip: 31088

What is the estimated gross receipts for this location for the remaining calendar year? $ [redacted]

Management Information

Provide the following information for the person(s) who will manage the business:

Name of Manager: Alicia Alvarado | Compensation Amount: [redacted]

Mailing Address: Street Address 3324 Spindletop DR NW | Apt/Suite:

City, State: Kennesaw GA | Zip: 30144

Name of Manager: | Compensation Amount:

Mailing Address: Street Address | Apt/Suite:

City, State: | Zip:

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.

N/A

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: Have all the servers / shift leads and managers get their pouring Permits annually. Posted Signs to be followed and acknowledge the guest when to cut off.

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

- Must check everyone's ID. Posted Signs of Risks of Alcohol Consumption During Pregnancy. Paperwork how to identify / look for fake IDs.

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.

ID check all customers with alcohol purchase

signs

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, signs, POS DOB entry

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
01/2020 - Present	Dhani Pizzeria LLC	Hiram	G.A	owner	[redacted]
02/2017 - 12/2019	Parth Business Inc.	Buckhannon	G.A	store Manager	
02/2013 - 12/2016	Subway	Hastings Canada	Ontario	store manager	

List the previous residences of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Street Address	City	State
09/2018 - Present	6 Wesleyan way	Dallas	G.A
01/2017 - 08/2018	4515 Silver Pointe	Acworth	G.A.
02/2013 - 12/2016	Hastings	Canada	ON

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, KINJAL PATEL 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.

Signature of Applicant

Signature of Spouse of Applicant

Signature and title of person other than applicant filling out this Application

KINJALPATEL [redacted]
Printed Name Phone Number

KENNESAW, GEORGIA
COBB COUNTY
SWORN TO AND SUBSCRIBED BEFORE ME THIS 14 DAY OF November 2025.

Notary Public

KEENN CHECKWOOD NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 25, 2026

Official Use by the City of Kennesaw ONLY
Application received by the City of Kennesaw by: Maxwell
Application to be heard by Mayor & Council on 02/16/2026 (Date) at 6:30pm (Time).
This section is for the Zoning Division of the City of Kennesaw ONLY
How is the proposed location zoned?
Zoning verified by the following Zoning Division staff member:
If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.
If new establishment, parking has been verified by the following Zoning Division staff member:

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, Pratikkumar Patel. 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.

Signature of Applicant

Signature of Spouse of Applicant

KENNESAW, GEORGIA
COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10th DAY OF November, 2025.

O'Shane Chapman
Notary Public

O'SHANE CHAPMAN
NOTARY PUBLIC
Douglas County
State of Georgia
My Comm. Expires Feb. 25, 2028

Signature and title of person other than applicant filling out this Application

Pratikkumar Patel. [redacted]
Printed Name Phone Number

Official Use by the City of Kennesaw ONLY

Application received by the City of Kennesaw by: M. Slade

Application to be heard by Mayor & Council on 02/16/2026 (Date) at 6:30pm (Time).

This section is for the Zoning Division of the City of Kennesaw ONLY

How is the proposed location zoned?
Zoning verified by the following Zoning Division staff member: Please see previous page for signature.
If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.
If new establishment, parking has been verified by the following Zoning Division staff member:

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, Sweetaben Patel 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.

KENNESAW, GEORGIA
COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6 DAY OF November, 2025.

Elizabeth Pointer
Notary Public

ELIZABETH POINTER NOTARY PUBLIC PAULDING COUNTY, GA EXP JUNE 5, 2027

Signature of Applicant

Sweetaben

Signature of Spouse of Applicant

Signature and title of person other than applicant filling out this Application

Sweetaben [redacted]
Printed Name Phone Number

Official Use by the City of Kennesaw ONLY

Application received by the City of Kennesaw by: M. Slaton

Application to be heard by Mayor & Council on 02/16/2026 (Date) at 6:30pm (Time)

This section is for the Zoning Division of the City of Kennesaw ONLY

How is the proposed location zoned?

Zoning verified by the following Zoning Division staff member: Please see previous page for signature.

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

If new establishment, parking has been verified by the following Zoning Division staff member:

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

FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT

Business Information

Name of Establishment: Johnny's New York style Pizza

Address of Establishment: Street Address 1635 old US Hwy 41 NW

Suite	City/State	Zip
104	Kennesaw, GA	30152

Licensee's Name:

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: 01/01/2024 - 12/31/2024
*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] ([redacted]%)

Gross Receipts from Alcoholic Beverage sales this period: $[redacted] ([redacted]%)

Total Food Sales and Alcoholic Beverage Sales this period: $[redacted] ([redacted]%)

Briefly describe the method by which receipts are divided daily into food sales and alcohol sales:
POS is design with all the categories to make it simplify for doing all the reports. Taxes, alcohol and wine sales are seperated.

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

CPA Name (Printed)	Name of CPA Firm	Phone Number of CPA
Hiren Patel	Pax Firm Inc	478 307 0407

CPA Signature

Business Address of CPA: 104 Whiting way, #240, Warner Robins. GA., 31088

SWORN UNDER OATH THIS 24th DAY OF November, 2025.

Signature of Notary Public

SOLOMON LUNGU
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Sept. 29, 2029

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.

Signature of Licensee/Owner

10/17th/25
Date

SWORN UNDER OATH THIS October

DAY OF 17 2025.

Notary Public

KEVIN CHECKWOOD NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 25, 2026

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): KINJAL PATEL



Home Phone: N/A

Cell Phone: [redacted]

Home Address: (Street Address) 6 Wesleyan way

Suite | City, State: Dallas, GA | Zip: 30132

Business Address: (Street Address) 1635 old US 41 Hwy NW

Suite: 104 | City, State: Kennesaw, GA | Zip: 30152

Age: 36 | Sex: Male | Race: Asian | Height: 5"4' | Weight: 150 lbs

Hair Color: Black | Eye Color: Brown

Social Security Number: [redacted] | Date of Birth: [redacted]

Place of Birth: Sinhuj, India

Are you a U.S. Citizen? ☑ Yes ☐ No | If yes: ☐ By Birth ☑ Naturalized

If you are a Naturalized Citizen, please provide your certificate #: Pass # [redacted]

*Provide original naturalization certificate or U.S. Passport

If a legal permanent resident, please provide alien registration #: N/A

*Provide copy of I-551 card

Derived Parents' Certificate #s: N/A

Date and Port of Entry: N/A

How long have you resided in the State of Georgia? 9 years

How many years have you been at your current address? 7 years

Marital Status: ☐ Single ☑ Married ☐ Widowed ☐ Divorced

If married, please complete the following information on your spouse:

Full Name of Spouse: Swetaben Ashwinkumar Patel

Spouse's Maiden Name: Ashwinkumar

Social Security Number: [redacted] Date of Birth: [redacted]

Place of Birth: Ankleshwar, India

Place of Marriage: Peterborough, Canada Date of Marriage: [redacted]

Spouse's Employer: Dhami Pizzeria LLC

Employer's Address: Street Address 66 Hiram Douglasville Hwy

Suite	City, State	Zip
103	Hiram, GA	30141

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 #: Pass # [redacted]

*Provide original naturalization certificate or U.S. Passport

If spouse is a legal permanent resident, please provide alien registration #: N/A

*Provide copy of I-551 card

Derived Parents' Certificate #s: N/A

Date and Port of Entry: N/A

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent	Kanubhai Motibhai Patel	6 Wesleyan way Dallas, GA, 30132
Parent	Kusumben Kanubhai Patel	6 Wesleyan way Dallas, GA, 30132
Sibling	Hemlataben Jaideepkumar Patel	Khandli, Gujarat, India.
Sibling		
In-Law	Ashwinkumar Dhanabhai Patel	4515 Silver Pointe Acworth, GA, 30101
In-Law	Daxaben Ashwinkumar Patel	4515 Silver Pointe Acworth, GA, 30101

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:

Johnny's New York Style Pizza Smyrna

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:

N/A

Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
07/2009 -	Harv's Air Flight School	St. Andrews Airport 601 Club Rd, # 100	private pilot licensce.
05/2010		St. Andrews MB R1A 3P6	
09/2012 - 08/2013	Cambrian college	1400 Barry Downe Rd Sudbury, ON P3A 3V8 Canada	Hotel and Restaurant Management

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.

Signature

10/07th/25

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): PRATIKKUMAR PATEL



Home Phone: N/A

Cell Phone: [redacted]

Home Address: Street Address: 519 SWEET BAY LANE

Suite | City, State: DALLAS,GA | Zip: 30132

Business Address: Street Address: 2911 CHAPEL HILL RD

Suite: 255 | City, State: DOUGLASVILLE, GA | Zip: 30135

Age: 35 | Sex: M | Race: ASIAN | Height: 5'-6" | Weight: 174

Hair Color: BLK | Eye Color: BROWN

Social Security Number: [redacted] | Date of Birth: [redacted]

Place of Birth: INDIA

Are you a U.S. Citizen? ☒ Yes ☐ No | If yes: ☐ By Birth ☒ Naturalized

If you are a Naturalized Citizen, please provide your certificate #: [redacted]

*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: 07/10/2010

How long have you resided in the State of Georgia? 16YR

How many years have you been at your current address? 3YR

Marital Status: ☐ Single ☒ Married ☐ Widowed ☐ Divorced

If married, please complete the following information on your spouse:

Full Name of Spouse: MAULIKABEN PATEL

Spouse's Maiden Name:

Social Security Number: [redacted] | Date of Birth: [redacted]

Place of Birth: INDIA

Place of Marriage: INDIA | Date of Marriage: 02/11/2015

Spouse's Employer: DALLAS COMPREENSIV TREATMENT CENTER

Employer's Address: Street Address 311 WHITE INGRAM PKWY

Suite	City, State	Zip
500	DALLAS, GA	30132

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 #: [redacted]

*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: 07/16/2016

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent	ASHWUNKUMAR D PATEL	4515 SILVER POINTE, ACWORTH GA 30101
Parent	DAXABEN A PATEL	4515 SILVER POINTE, ACWORTH GA 30101
Sibling	SWETABEN PATEL	6 WESLEYAN WAY, DALLAS GA 30132
Sibling	KINJAL PATEL	6 WESLEYAN WAY, DALLAS GA 30132
In-Law	MAHENDRABHAI D PATEL	519 SWEET BAY LANE, DALLAS GA 30132
In-Law	GEETABEN M PATEL	6 WESLEYAN WAY, DALLAS GA 30132

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:

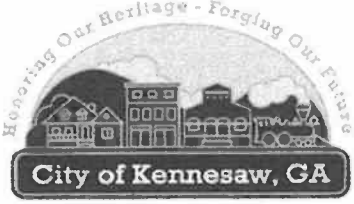
Dates Attended	School Name	School Address	Degree Received
2008	Lions School	Jwdica	High School

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.

Signature

11/25/25
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 FINANCIAL STATEMENT

Owner/Licensee Information	
Name: KINJAL PATEL	
Date of Birth: [redacted]	Social Security Number: [redacted]
Residence Phone: [redacted]	Name of Spouse: Swetaben Patel
Residence Address: (Street Address) 6 Wesleyan way	Suite
City/State: Dallas, GA	Zip: 30132
Business/Organization: Restaurant	Business Phone: (678) 996- 0911
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] Monthly
Accounts Receivable:	[redacted]	Notes payable to banks- Unsecured:	[redacted]
Stocks & Bonds:		Accounts Payable:	
Real Estate:	[redacted]	Unpaid Taxes:	[redacted]
Cash Value of Life Insurance:	[redacted]	Mortgage on Real Estate:	Monthly
Automobiles:	[redacted]	Other Debts (Itemize):	[redacted]
Deposit Accounts:	[redacted]	Total Liabilities:	
Credit with Financial Institutions:	[redacted]	Net Worth:	[redacted]
Other Assets (Itemize):	[redacted]	**Total Assets and Net Worth:**	[redacted]
Total Assets:	[redacted]		

Income Information	
Source of Annual Income: Self employed	Salary: [redacted]
Bonus & Commissions: [redacted]	Dividends: [redacted]
Alimony and Child Suppor [redacted]	Separate Income: [redacted]
Itemize all loan sources and interest: [redacted]	Other Income (Itemize):
Total Income: [redacted]	

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? N/A

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: N/A

Executor: N/A

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.

Signature [redacted]

10/07/25

Date

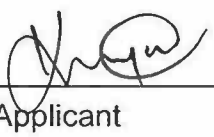
Principle Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or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

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

Applicant Notification and Record Challenge:

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

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



Signature of Applicant

10/07/25

Date

KINJAL PATEL

Printed Name

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

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

Applicant Notification and Record Challenge:

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

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

Patel.PA

Signature of Applicant

11/24/2025

Date

Pratikkumar Patel

Printed Name

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**SHREE PIZZERIA LLC**	Control Number:	**25188603**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Accommodation and Food Services**	NAICS Sub Code:	**Full-Service Restaurants**
Principal Office Address:	**1635 OLD 41 HWY NW STE 104, KENNESAW, GA, 30152, USA**	Date of Formation / Registration Date:	**9/19/2025**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **PRATIKKUMAR PATEL**

Physical Address: **1635 OLD 41 HWY NW STE 104, KENNESAW, GA, 30152, USA**

County: **Cobb**

Back

Filing History Name History

Return to Business Search

© 2015 PCC Technology Group. All Rights Reserved. Version 6.2.19

ALCOHOLIC BEVERAGE LICENSE SURVEY
PREPARED FOR:

JOHNNY'S PIZZA

Suite 104
1635 Old 41 Highway NW, Kennesaw, GA 30152
LAND LOT 212 & 213, 20TH DISTRICT
2ND SECTION, COBB COUNTY
GEORGIA

SURVEY NOTES: NEAREST DISTANCE TO:

Private Residence: 1646 Woodsford Rd, Kennesaw, GA 30152 (160 Feet, To Property Line)

Church: RiverStone Church, 2005 Stilesboro Rd NW, Kennesaw, GA 30152 (5,126 Feet)

Public School: Foundations for the Future School, 1500 Stanley Rd NW, Kennesaw, GA 30152 (2,441 Feet)

Package Store: Monte Cristo - Beer, Wine, & Liquor, 1635 Old 41 Hwy NW #110, Kennesaw, GA 30152 (100 Feet, Front door to Front door)

Public Park: Aviation Park, 2659 Barrett Lakes Blvd, Kennesaw, GA 30144 (9,918 Feet)

Public Library: Switzer Library, 266 Roswell St NE, Marietta, GA 30060 (22,748 Feet)

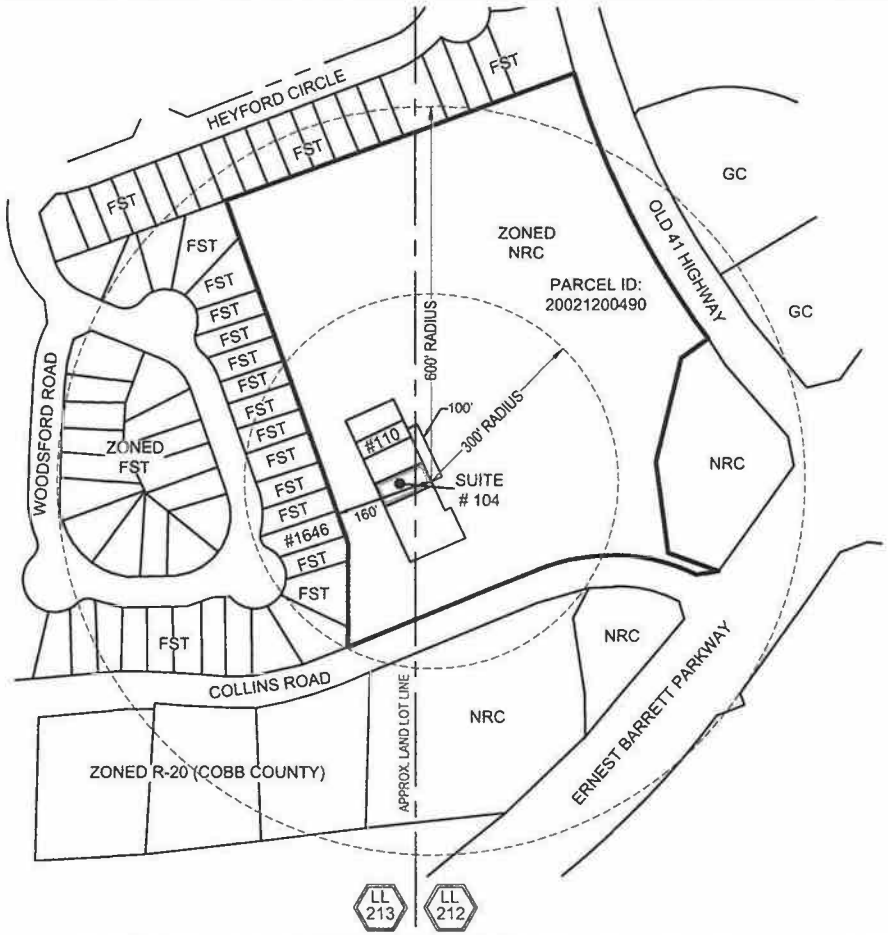
Housing Authority: Marietta Housing Authority, 4173 F J Kienel Dr, Acworth, GA 30101 (36,502 Feet)

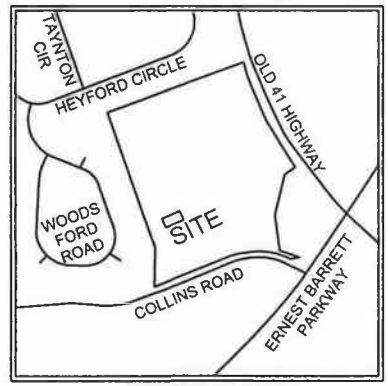
Alcohol Treatment Center: North Georgia Recovery Center, 1690 Roberts Blvd Suite 103, Kennesaw, GA 30144 (3,544 Feet)

Public Hospital: Wellstar Kennestone Regional Medical Center, 677 Church St, Marietta, GA 30060 (17,302 Feet)

College: Kennesaw State University College, 430 Bartow Ave NW, Kennesaw, GA 30144 (16,198 Feet)







VICINITY MAP
N.T.S.

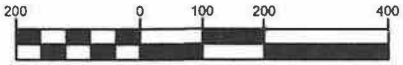
CURRENT ZONING:
PARCEL ID: 20021200490 PROPERTY ZONED: NRC
(CITY OF KENNESAW DISTRICT)

MEASUREMENT METHOD:
DISTANCE IS MEASURED FROM THE NEAREST CUSTOMER ENTRANCE IN A STRAIGHT LINE TO THE NEAREST PROPERTY LINE

-

NO BOUNDARY SURVEYS WERE CONDUCTED IN RELATION TO THE SUBJECT PROPERTY AND ADJOINING PROPERTIES. MEASUREMENTS SHOWN ARE CONSIDERED APPROXIMATE USING GIS TAX BOUNDARY LINES.

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

UNITED LAND SURVEYING, LLC. ALL RIGHTS ARE RESERVED. ANY POSSESSION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT WITHOUT PRIOR WRITTEN PERMISSION FROM UNITED LAND SURVEYING, LLC. IS EXPRESSLY PROHIBITED.

JOB NUMBER: 25-563

GEORGIA REGISTERED NO. 3144 CULLEN PRESTON HARDEE LAND SURVEYOR

PLAT DATE: 11/04/2025
FIELD DATE: 10/27/2025
SCALE: 1"=200'
DRAWN BY: C.E.M
REVIEWED BY: C.P.H

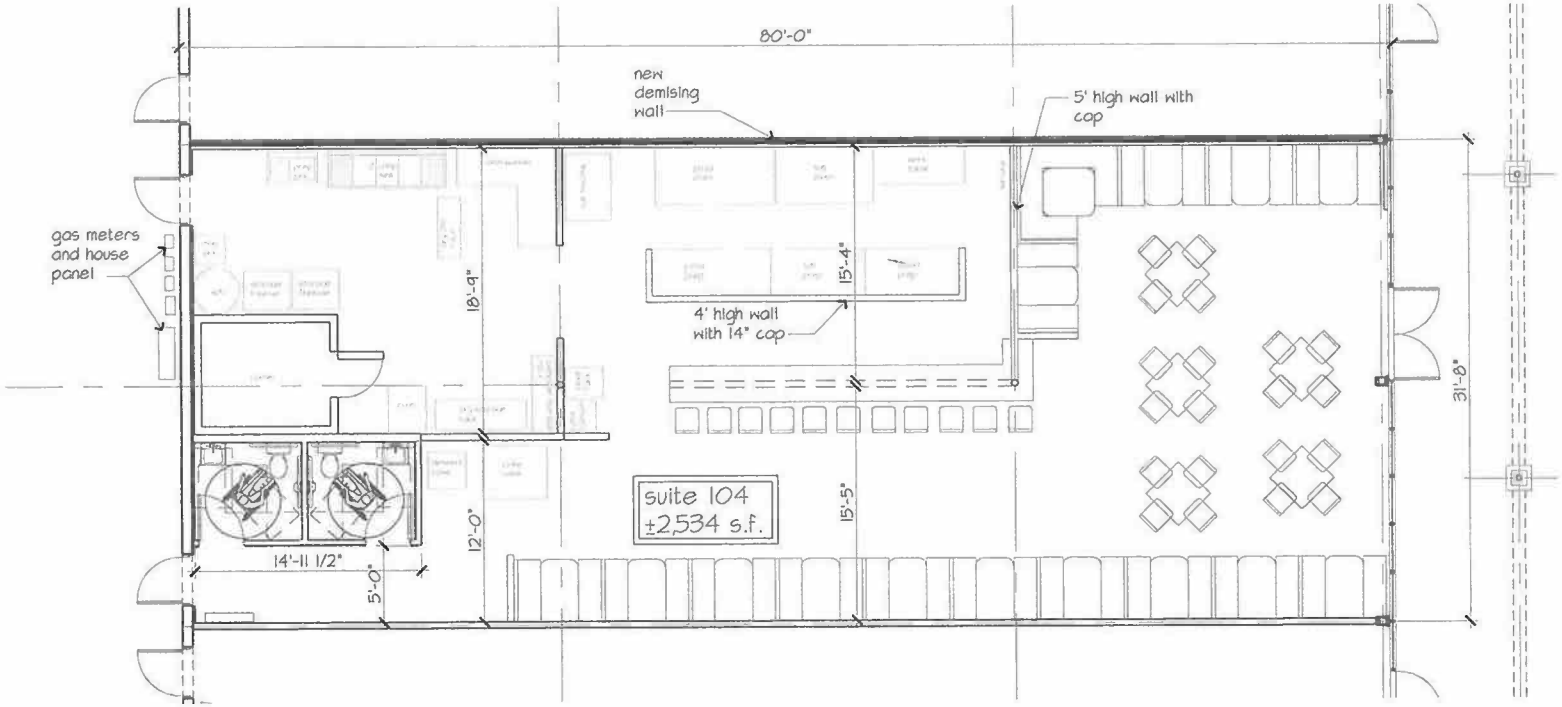
REVISIONS
1.
2.
3.
4.

LEGAL REFERENCE:
DEED BOOK: 13411 PAGE: 2918
PLAT BOOK: N/A PAGE: N/A

SHEET 1 OF 1

ALCOHOLIC BEVERAGE LICENSE SURVEY
JOHNNY'S PIZZA
LAND LOT 212 & 213, 20TH DISTRICT
2ND SECTION, COBB COUNTY
GEORGIA

1258 CONCORD ROAD SE SUITE 103
SMYRNA, GEORGIA 30080
Ph. (678) 293-5232
VISIT US ON OUR WEBSITE:
www.united-uls.com
UNITED LAND SURVEYING
COA NO. LSF 001321



1 floor plan

1/8"=1'-0"

HFR HILLIOLLEY ROSSI & ASSOCIATES
ARCHITECTURE ENGINEERING
3010 Pleasant Hill Road
Suite 200
Duluth, Georgia 30096
p 770.622.9333
f 770.622.9333
www.hilliolleyrossi.com

suite 104
Barrett Parkway Shops

Subject: suite 104 sketch

Date: 11.4.2013

skt5

HFR 01.259.11

H:\CaD_Architectural\-01\01-259 Barrett pkwy rpc\suite 103\10 drawings\tz01-259.11 core.dwg, 11/4/2013 6:48:09 PM, epewitt

GEORGIA DEPARTMENT OF PUBLIC HEALTH

KATHLEEN E. TOOMEY, M.D., M.P.H., COMMISSIONER

FOOD SERVICE PERMIT

01/13/2026
(DATE ISSUED)

FSP-033-007311
(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

SHREE PIZZERIA LLC

to maintain and operate a Permanent (TYPE OF OPERATION) food service establishment named

JOHNNY'S NEW YORK STYLE PIZZA

located at 1635 OLD 41 HWY NW STE 104 (STREET, HIGHWAY, OR RFD) KENNESAW (CITY OR TOWN) COBB (COUNTY) 30152 (ZIP CODE) GEORGIA

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked, or expires.

Eboni Waters

Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY





Johnny's Pizza

NEW YORK STYLE



KENNESAW

678-996-0911
1635 OLD HWY 41
KENNESAW, GA 30152

DINE IN · TAKEOUT · ORDER ONLINE
AT JOHNNYSPIZZA.COM

your neighborhood pizzeria...

JOHNNYSDOUGHREWARDS.COM
Eat Pizza. Get Points. Save Dough.

- *A Johnny's favorite!*

STARTERS

MINI GARLIC KNOTS 120-150 CAL/KNOT — 6.99
Add Cheese + 20 CAL/KNOT 1.19

CHEESE BREAD STIX 940 CAL — 6.99
Folded over pizza dough, stuffed with mozzarella, fresh garlic and butter, baked with mozzarella on top. Served with marinara. 60 CAL

JOHNNY'S BRUSCHETTA 540 CAL — 7.29
Toasted garlic bread topped with diced tomatoes, garlic, olive oil, fresh basil, shaved parmesan and drizzled with balsamic glaze.

INSALATA CAPRESE (FRESH MOZZARELLA) 380 CAL — 8.29
Fresh mozzarella, tomatoes and fresh basil topped with balsamic glaze and olive oil.

BAKED FETA AND MARINARA 760 CAL — 6.99
Crumbled feta baked with marinara sauce and served with toasted bread.

FRIED MOZZARELLA STICKS 740 CAL — 6.99
Served with marinara. 60 CAL

FRIED PICKLES 390 CAL — 5.99
Served with jalapeño ranch dressing. 180 CAL

BASKET OF FRIES 570 CAL — 5.99

GARLIC BREAD 490 CAL — 3.99
Served with marinara. 60 CAL

GARLIC BREAD WITH CHEESE 600 CAL — 4.99
Served with marinara. 60 CAL

WINGS

Served with Celery (30 CAL) and a side of Ranch (170 CAL) or Bleu Cheese (190 CAL).

FLAVORS (10-60 CAL / WING)
- Mild • Medium • Hot • BBQ • Garlic
- Lemon Pepper • Teriyaki
- Jalapeño Ranch • Honey Mustard

10 WINGS 100 CAL / WING — 12.99
10 BONELESS WINGS 70 CAL / WING — 12.99
20 WINGS 100 CAL / WING — 23.99

Extra Dressing 170-210 CAL — .79
All drums or flats per 10 wings — 2.59

SALADS

SMALL | LARGE

GARDEN SALAD 60/140 CAL — 5.49 | 8.49
Iceberg and romaine mix with tomatoes, mushrooms, red onions, cucumber slices and pepperoncini peppers.

GREEK SALAD 120/240 CAL — 6.49 | 8.99
Iceberg and romaine mix with tomatoes, red onions, feta cheese, pepperoncini peppers and Greek olives.

FRESH SPINACH SALAD 190/370 CAL — 7.29 | 9.29
Fresh spinach with fresh mozzarella, bacon and tomatoes.

CHEF SALAD 150/310 CAL — 7.49 | 9.49
Iceberg and romaine mix with tomatoes, mushrooms, red onions, cucumber slices, pepperoncini peppers, ham, turkey and mozzarella cheese.

CAESAR SALAD 110/210 CAL — 5.49 | 8.49
Romaine lettuce with croutons and shaved parmesan cheese.

MEDITERRANEAN SALAD 220/450 CAL — 7.99 | 9.99
Iceberg and romaine mix with tomatoes, red onions, feta cheese, pepperoncini peppers, Greek olives, ham, salami, capicolla and pepperoni.

SALAD ADD-ONS

Add Chicken 100-250 CAL — 3.29
Breaded / Grilled / Fried / Buffalo
Add Tuna 150 CAL — 3.29
Extra Dressing 170-210 CAL — .79

SALAD DRESSINGS

- Johnny's Own Oil & Vinegar 180 CAL • Ranch 170 CAL
- Caesar 210 CAL • Balsamic Vinaigrette 190 CAL
- Creamy Italian 200 CAL • Jalapeño Ranch 180 CAL
- Honey Mustard 210 CAL • Bleu Cheese 190 CAL
- Thousand Island 180 CAL

FLATBREADS

6 slices per flatbread. Calorie count is per slice.

HAWAIIAN BBQ 150 CAL — 9.99
Grilled chicken, bacon, pineapple, red onions and mozzarella cheese drizzled with BBQ sauce on top.

HOUSE 150 CAL — 9.99
Marinara sauce base with ham, salami, capicolla, pepperoni and mozzarella.

MARGHERITA 110 CAL — 9.99
Olive oil base with diced tomatoes, chopped garlic, fresh mozzarella, fresh basil and drizzled with balsamic glaze.

4 CHEESE PEPPERONI 150 CAL — 9.99
Garlic butter base, mozzarella, provolone, asiago and Romano cheese topped with pepperoni.

2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITIONAL ADVICE BUT CALORIE NEEDS VARY.
ADDITIONAL NUTRITIONAL AND ALLERGEN INFO IS AVAILABLE UPON REQUEST.

Oven Baked SUBS & WRAPS

All subs available on an 8 inch sub roll (250 CAL) or whole wheat wrap (260 CAL).

BUFFALO CHICKEN WRAP 640 CAL — 9.49
Grilled chicken, mozzarella, hot sauce and lettuce. Served with ranch (170 CAL) or bleu cheese (190 CAL) on the side.

CHICKEN CAESAR WRAP 770 CAL — 9.49
Grilled chicken, romaine lettuce, parmesan cheese and Caesar dressing.

CHICKEN BACON RANCH WRAP 950 CAL — 9.49
Grilled chicken, bacon, ranch, lettuce, mozzarella and tomatoes.

JOHNNY'S SPECIAL SUB 820 CAL — 9.49
Ham, salami, capicolla, mayo, mustard, lettuce, tomatoes, onions, provolone cheese and Italian dressing.

CLUB SUB 840 CAL — 9.49
Ham, turkey, bacon, mayo, mustard, lettuce, tomatoes, onions, provolone cheese and Italian dressing.

HAM OR TURKEY SUB 720 CAL — 9.49
Your choice of ham or turkey, mayo, mustard, lettuce, tomatoes, onions, provolone cheese and Italian dressing.

STEAK AND CHEESE SUB 870 CAL — 9.49
Tender steak, mozzarella cheese and onions with mayo.

VEGGIE SUB 660 CAL — 9.49
Mushrooms, onions, green peppers, green olives, black olives, lettuce and tomatoes with mayo, mustard, provolone cheese and Italian dressing.

TUNA SUB 860 CAL — 9.49
Tuna, mayo, lettuce, tomatoes, onions, provolone cheese and Italian dressing.

BLT SUB 1,310 CAL — 9.49
Bacon, lettuce and tomatoes with mayo.

PHILLY CHICKEN SUB 870 CAL — 9.49
Tender chicken, mozzarella cheese and onions with mayo.

PARMIGIANA SUBS

Baked with marinara sauce and topped with mozzarella cheese.

MEATBALL 980 CAL	9.49	**EGGPLANT** 780 CAL	9.49
CHICKEN 810 CAL	9.49	**SAUSAGE** 950 CAL	9.49

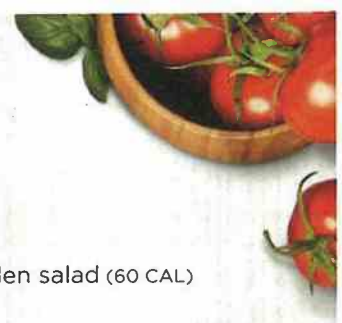
SIDES & ADD ONS

Chips 130-320 CAL	1.49	*Veggies 0-10 CAL	.89
Fries 280 CAL	2.09	Mushrooms	
*Bacon 160 CAL	1.29	Onions	
		Green peppers	
		Banana peppers	

* *Add to any sub or wrap*

2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITIONAL ADVICE BUT CALORIE NEEDS VARY.

JP - *A Johnny's favorite!*



ITALIAN DINNERS

All dinners served with small garden salad (60 CAL) and garlic bread (230 CAL).

LASAGNA *Always a classic!* 930 CAL — 13.99
Layers of seasoned ricotta, mozzarella, sliced meatballs and crumbled sausage baked in our marinara sauce.

CHICKEN PARMIGIANA 770 CAL — 13.99
Breaded chicken baked in our marinara sauce, topped with melted mozzarella. Served on a bed of pasta.

BRONX BOMBER 790 CAL — 12.99
Meatballs, sausage, pepperoni, onions and green peppers baked in marinara sauce, topped with melted mozzarella.

EGGPLANT PARMIGIANA 760 CAL — 12.99
Breaded eggplant baked in our marinara sauce and topped with melted mozzarella cheese. Served on a bed of pasta.

BAKED CHEESE RAVIOLI 900 CAL — 12.49
Cheese stuffed ravioli baked in our marinara sauce and topped with mozzarella.

BAKED PENNE 770 CAL — 12.49
Seasoned ricotta cheese and marinara sauce baked with penne noodles and topped with melted mozzarella.
Add Beef or Sausage + 60-70 CAL 1.39

PENNE ALFREDO 850 CAL — 12.99
Penne noodles covered with creamy Alfredo sauce.
Add Chicken + 250 CAL 3.29

SPAGHETTI WITH MARINARA 690 CAL — 9.99

SPAGHETTI WITH MEATBALLS 1,010 CAL
OR SAUSAGE LINKS 1,050 CAL — 11.99
Meatballs made from our own recipe.

EXTRA MEATBALL OR SAUSAGE LINK 110-200 CAL — 1.49



New York Style

PIZZA CALZONE STROMBOLI

JP - *A Johnny's favorite!*

	CHEESE	REGULAR TOPPINGS	SPECIALTY TOPPINGS	PREMIUM TOPPINGS
SLICE	2.99 350 CAL	.99	1.29	1.49
MEDIUM 12"	12.99 270 CAL	1.89	2.29	2.59
LARGE 16"	15.99 350 CAL	2.59	3.09	3.29
*CAULIFLOWER GF 10"	12.99 80 CAL	1.89	2.29	2.59
CALZONE	8.99 940 CAL	1.19	1.69	1.99
STROMBOLI	8.99 1,030 CAL	1.19	1.69	1.99

CALORIE COUNT IS PER CHEESE SLICE.

** Johnny's is a flour rich environment, our gluten free crust is not recommended for individuals that are extremely gluten intolerant.*



SPECIALTY CALZONES

Served with a side of marinara sauce. 60 CAL
Extra sauce .89

JP **JOHNNY'S ITALIAN SPECIAL** 1,210 CAL — 11.99
Pepperoni, sausage, mushrooms, onions and green peppers with seasoned ricotta and mozzarella cheese.

JOHNNY'S MEAT DELUXE 1,540 CAL — 11.99
Beef, sausage, bacon, Canadian bacon and pepperoni with seasoned ricotta and mozzarella cheese.

JOHNNY'S DELUXE 1,520 CAL — 11.99
Sausage, onions, mushrooms, green peppers, beef, Canadian bacon and pepperoni with seasoned ricotta and mozzarella cheese.

SPECIALTY STROMBOLI

Served with a side of marinara sauce. 60 CAL
Extra sauce .89

TRADITIONAL 1,110 CAL — 11.99
Pepperoni, sausage, onions, green peppers and mozzarella cheese.

JP **HOUSE** 1,260 CAL — 11.99
Ham, salami, capicolla, pepperoni and mozzarella cheese.

SYRACUSE STUFFER 1,130 CAL — 11.99
Steak, onions, green peppers, mushrooms and mozzarella cheese.

Toppings

REGULAR

- Banana Peppers 10-80 CAL
- Black Olives 40-320 CAL
- Canadian Bacon 50-400 CAL
- Extra Thick Crust 690-970 CAL
- Green Olives 40-320 CAL
- Green Peppers 0 CAL
- Ground Beef 70-560 CAL
- Italian Sausage 60-480 CAL
- Jalapeño Peppers 10-80 CAL
- Minced Garlic 30-240 CAL
- Mushrooms 10-80 CAL
- Onions 10-80 CAL
- Pepperoncini 10-80 CAL
- Pepperoni 60-480 CAL
- Sliced Tomatoes 10-80 CAL

SPECIALTY

- Anchovies 50-400 CAL
- Artichoke Hearts 20-160 CAL
- Asiago Cheese 60-480 CAL
- Bacon 160-1,280 CAL
- Eggplant 40-320 CAL
- Extra Cheese 90-720 CAL
- Feta Cheese 70-560 CAL
- Fresh Basil 10-80 CAL
- Fresh Spinach 10-80 CAL
- Ham 10-80 CAL
- Pesto 60-480 CAL
- Pineapple 20-160 CAL
- Red Onions 10-80 CAL
- Sliced Meatball 70-560 CAL
- Sliced Sausage 70-560 CAL
- Sun-Dried Tomatoes 50-400 CAL

PREMIUM

- Breaded Chicken 50-400 CAL
- Fresh Mozzarella 80-640 CAL
- Grilled Chicken 40-320 CAL
- Steak 40-320 CAL

2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITIONAL ADVICE BUT CALORIE NEEDS VARY.

SPECIALTY PIZZAS



	MEDIUM	LARGE
JOHNNY'S DELUXE *Loaded to the max!* 350-480 CAL PER SLICE Sausage, onions, mushrooms, green peppers, beef, Canadian bacon and pepperoni.	18.49	24.49
JOHNNY'S ITALIAN SPECIAL 320-430 CAL PER SLICE Sausage, mushrooms, onions, pepperoni and green peppers.	17.49	23.49
VEGGIE DELUXE 300-400 CAL PER SLICE Onions, green peppers, mushrooms, fresh spinach, sliced tomatoes, green and black olives.	18.49	24.49
QUATTRO FORMAGGIO (FOUR CHEESE) 300-400 CAL PER SLICE A blend of mozzarella, asiago, provolone and parmesan cheeses.	16.49	20.49
MEAT DELUXE 390-530 CAL PER SLICE Canadian bacon, sausage, pepperoni, beef and bacon.	18.49	23.99
STEAK AND CHEESE 300-400 CAL PER SLICE Tender steak cooked with onions, mushrooms and green peppers.	17.49	22.99
HAWAIIAN LUAU 290-380 CAL PER SLICE Canadian bacon and pineapple.	15.49	18.99
THE GOURMET 310-410 CAL PER SLICE Fresh spinach, sun-dried tomatoes, black olives, artichoke hearts and feta cheese.	18.49	23.99
BBQ CHICKEN 310-410 CAL PER SLICE A Southern pizza drizzled with BBQ sauce, red onions and grilled chicken.	17.49	21.99
BUFFALO CHICKEN 340-450 CAL PER SLICE Grilled chicken, red onions and bacon drizzled with hot sauce.	17.49	21.99
JOHNNY'S WHITE 290-400 CAL PER SLICE A blend of ricotta, mozzarella, provolone and parmesan cheeses with minced garlic.	17.49	19.99
THE GREAT WHITE 310-430 CAL PER SLICE Our white pizza with grilled chicken, sliced tomatoes and fresh spinach.	18.49	23.99
MARGHERITA 210-280 CAL PER SLICE Light sauce topped with sliced tomatoes, fresh basil and fresh mozzarella.	17.49	21.99
CHICKEN FLORENTINE 310-480 CAL PER SLICE Made with pesto sauce and topped with fresh spinach, sliced tomatoes and grilled chicken.	17.49	22.99

sizes

MEDIUM 12"

LARGE 16"



2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITIONAL ADVICE BUT CALORIE NEEDS VARY.

JP - *A Johnny's favorite!*

LUNCH SPECIALS



Monday - Friday 11 am - 3 pm
Served with a Soda or Iced Tea (0-140 CAL).

1. **2 SLICES WITH 1 REGULAR TOPPING EACH** 700-840 CAL — 8.99
2. **1 SLICE WITH 1 REGULAR TOPPING + SMALL GARDEN SALAD** 410-480 CAL — 9.99
3. **CALZONE OR STROMBOLI WITH 2 REGULAR TOPPINGS** 940-1,170 CAL — 10.99
4. **ANY SUB OR WRAP WITH CHIPS OR FRIES** 770-1,630 CAL — 9.99
5. **LARGE GARDEN, GREEK OR CAESAR SALAD** 140-240 CAL — 9.99
   Add Chicken + 250 CAL 3.49

KIDS MENU

Age 10 and under. Served with a small drink. (0-140 CAL)

- **CHILD SPAGHETTI** 330 CAL — 5.49
- **CHICKEN BITES WITH FRIES** 470 CAL — 6.89
- **CHILD RAVIOLI** 350 CAL — 6.49
- **CHILD SPAGHETTI WITH A MEATBALL** 440 CAL — 6.49
- **MEATBALL TRIO** 600 CAL — 5.79
  Three meatballs covered in marinara sauce and mozzarella cheese.
- **CHILD PENNE ALFREDO** 420 CAL — 5.79
  Add Chicken + 250 CAL 1.79

DESSERTS

- **CHEESECAKE** 340-500 CAL — 6.99
  Assorted flavors
- JP **CINNAMON KNOTS** 120-150 CAL/KNOT — 6.99
  with icing



BEVERAGES

Coca-Cola 120 CAL · Coke 0 CAL · Coke Zero 0 CAL · Cherry Coke 120 CAL — 2.79

Sprite 110 CAL · Dr Pepper 120 CAL · Barq's 140 CAL · Hi-C 100 CAL

Luzianne Sweet Tea 100 CAL / Unsweet Tea 0 CAL — 2.79

CHILD DRINK 0-140 CAL — 1.69

BEER and WINE

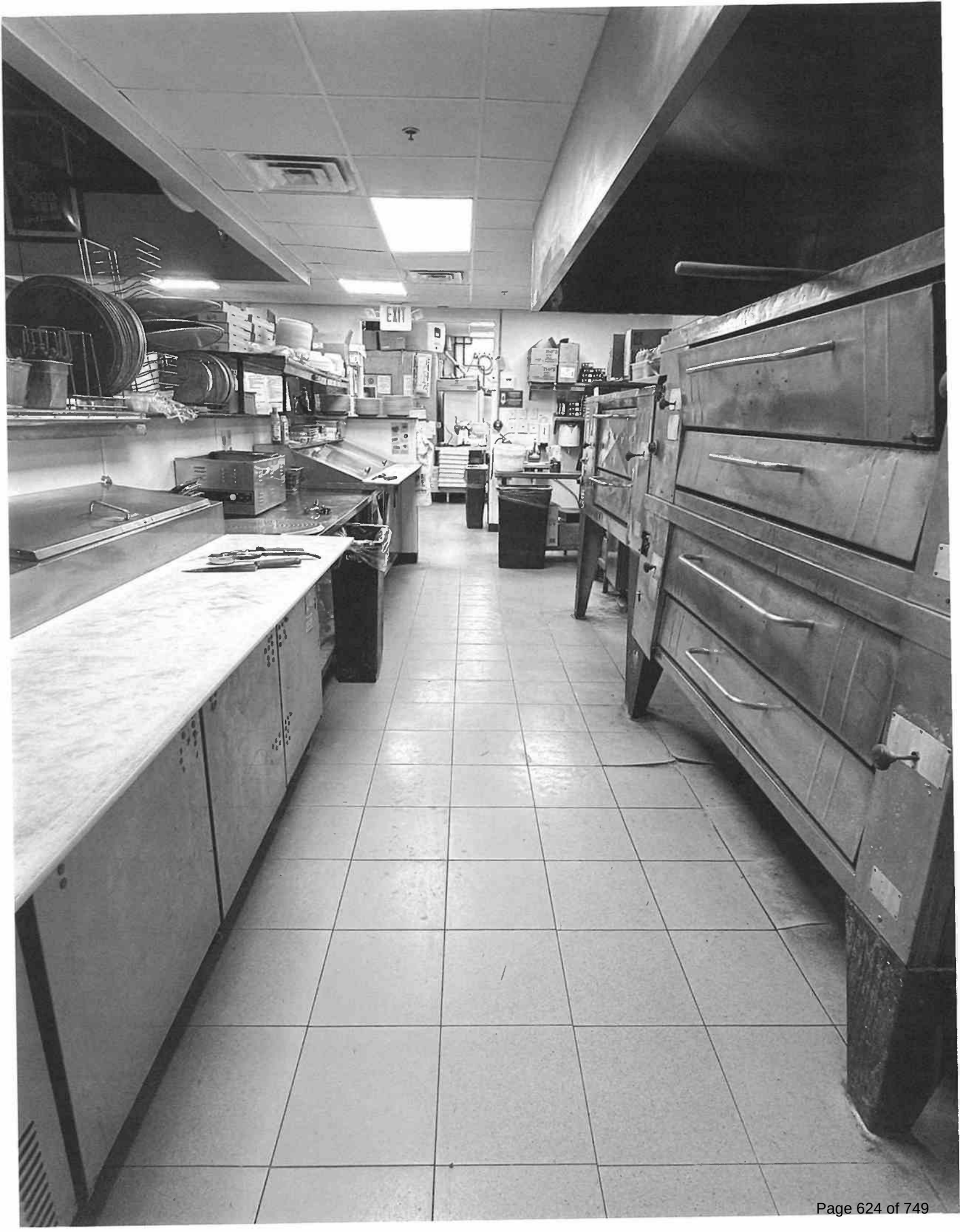


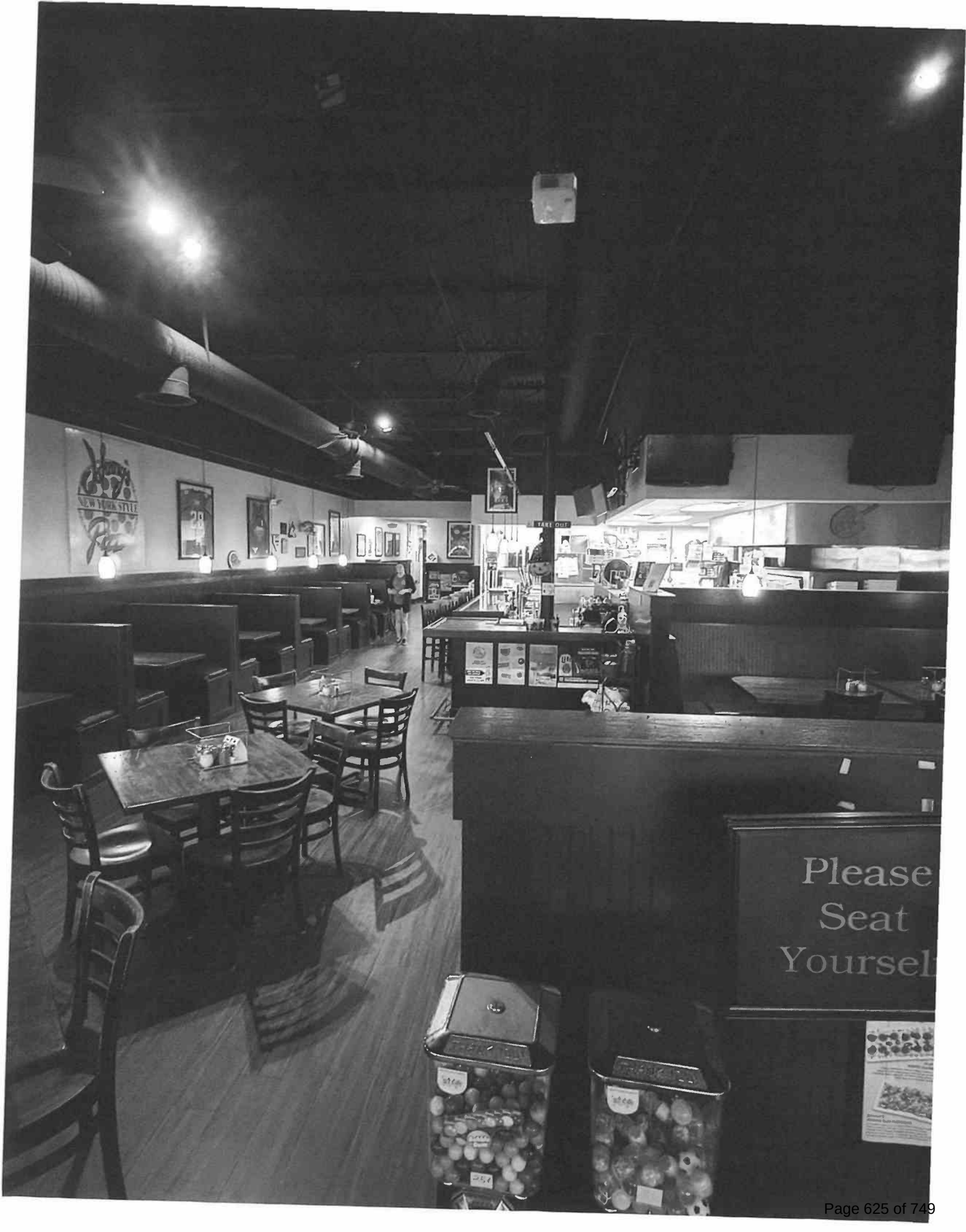
We offer a variety of ice cold draft beer, bottled beer and wine by the glass or bottle. Please refer to our Beer and Wine menu for prices and selection.

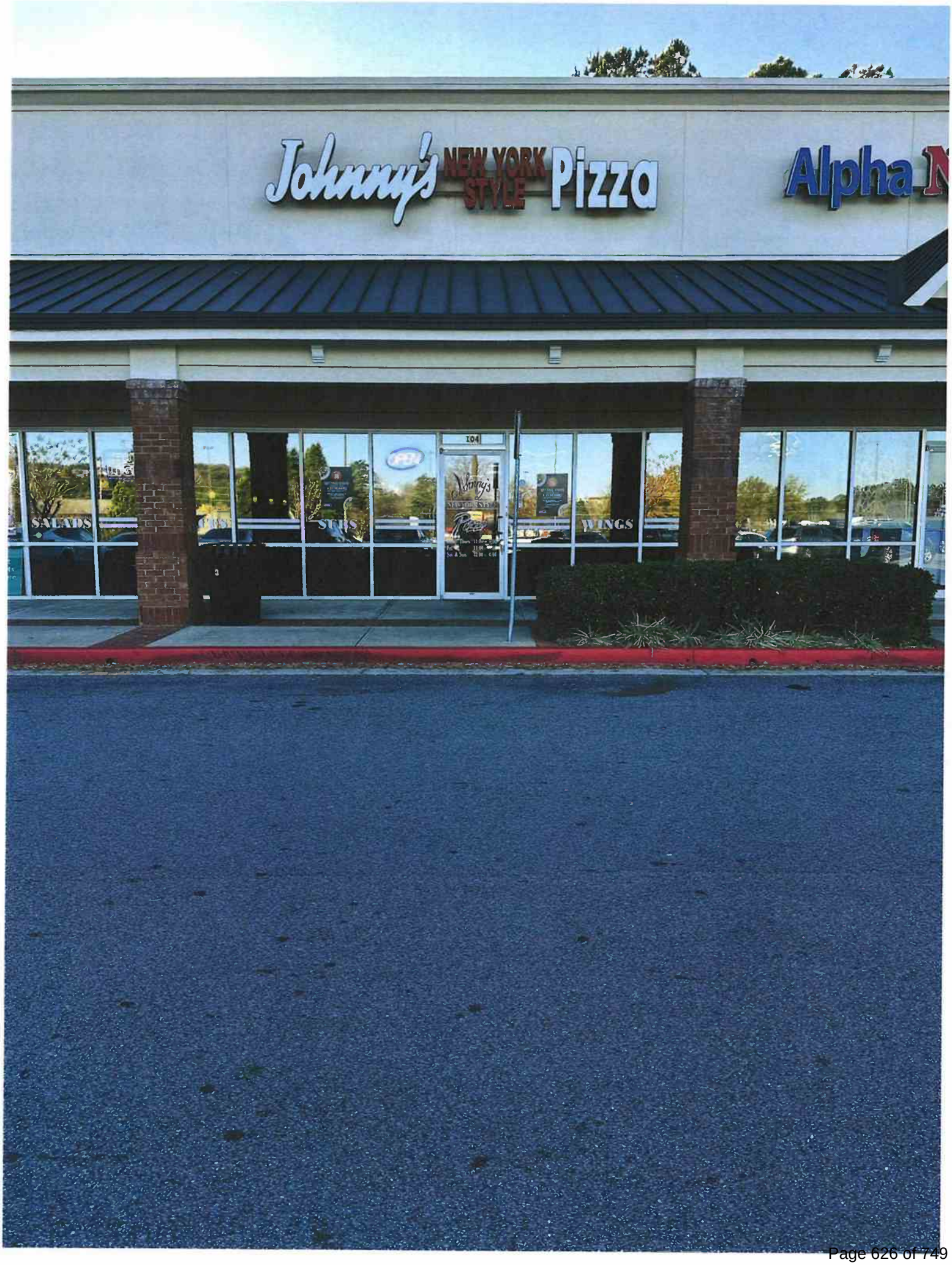
stay in TOUCH — @JOHNNYSNYPIZZA — @JOHNNYSNYPIZZA — FRANCHISES AVAILABLE — WE CATER! SEE YOUR SERVER FOR INFORMATION

2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITIONAL ADVICE BUT CALORIE NEEDS VARY.
ADDITIONAL NUTRITIONAL AND ALLERGEN INFO IS AVAILABLE UPON REQUEST.

REV 10/23


EXIT


TAKE OUT
Please
Seat
Yoursel


Johnny's NEW YORK STYLE Pizza
Alpha
104
SALADS
WINGS

SureSellNow.com

Responsible Alcohol Server Certification

This Certificate of Completion is to Certify that

KINJAL PATEL

has met all training requirements and successfully completed the following course and/or exam

Responsible Alcohol Server Training - Georgia

Certificate Number: 91053

Completion Date: 11/13/2025

Expiration Date: 11/12/2028

Kelly Bailey

Authorized Signature

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613
SureSellNow.com

THE UNITED STATES OF AMERICA

No. [redacted]

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: [redacted]

Sex: **MALE**

Height: **5** *feet* **6** *inches*

Marital status: **MARRIED**

Country of former nationality: **INDIA**



USCIS Registration No. [redacted]

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

(Complete and true signature of holder)

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

at: **ATLANTA, GEORGIA**

The Secretary having found that:

PRATIKKUMAR ASHWINKUMAR PATEL

residing at: **ACWORTH, GEORGIA**

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

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: **ATLANTA, GEORGIA** *on:* **AUGUST 14, 2015**

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

U. S. Citizenship and Immigration Services

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

DEPARTMENT OF HOMELAND SECURITY

FORM N-550 (REV. 10/12)

Scanned with CamScanner


We the People
Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
3
PASSPORT
PASSEPORT
PASAPORTE
USA
UNITED STATES OF AMERICA
Type / Type / Tipo
P
Code / Code / Código
USA
Passport No / No. du Passeport / No. de Pasaporte
[redacted]
Surname / Nom / Apellidos
PATEL
Given Names / Prénoms / Nombres
KINJAL KANUBHAI
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
[redacted]
Place of birth / Lieu de naissance / Lugar de nacimiento
INDIA
Sex / Sexe / Sexo
M
Date of issue / Date de délivrance / Fecha de expedición
14 Apr 2021
Authority / Autorité / Autoridad
United States
Department of State
Date of expiration / Date d'expiration / Fecha de caducidad
13 Apr 2031
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27
USA
P<USAPATEL<<KINJAL<KANUBHAI<<<<<<<<<<<<<<<<<<
6626353711USA9001099M3104138552314704<189368

BARRETT PARKWAY SHOPPING CENTER

SHOPPING CENTER LEASE

INDEX

PAGE

ARTICLE I 1
DEFINITIONS AND ENUMERATION OF EXHIBITS 1
(a) SHOPPING CENTER: 1
(b) THE PREMISES 1
(c) READY FOR OCCUPANCY 1
(d) RENT COMMENCEMENTDATE 1
(e) LEASE TERM OR TERM 1
(f) SCHEDULED COMPLETION DATE 1
(g) MINIMUM GUARANTEED RENT 1
(h) PERCENTAGE RENT RATE 1
(i) ADVANCE DEPOSIT 1
(j) SECURITY DEPOSIT 1
(k) TENANT'S GROSS SALES 1
(l) TENANT'S TRADE NAME 2
(m) TENANT'S WORK 2
(n) LANDLORD'S WORK 2
(o) LANDLORD'S MAILING ADDRESS 2
(p) TENANT'S MAILING ADDRESS 2
(q) USE OF PREMISES 2
(r) ALLOWANCE FOR TENANT'S WORK 2
(s) COMMON AREAS 2
(t) GROSS RENTABLE AREA 2
(u) LEASE YEAR 2
(v) GUARANTOR 2
ARTICLE II 2
CONSTRUCTION AND ACCEPTANCE OF PREMISES 2
ARTICLE III 4
RENT 4
ARTICLE IV 4
SALES REPORTS AND RECORDS 4
ARTICLE V 5
COMMON AREAS 5
ARTICLE VI 6
USE AND CARE OF PREMISES 6
ARTICLE VII 7
TENANT'S COVENANTS 7
ARTICLE VIII 8
MAINTENANCE AND REPAIR OF PREMISES, ALTERATIONS AND LANDLORD'S RIGHT OF ACCESS 8
ARTICLE IX 9
SIGNS, STORE FRONTS AND ROOF 9
ARTICLE X 10
UTILITIES 10
ARTICLE XI 10
INDEMNITY AND NON-LIABILITY 10
ARTICLE XII 11
LIABILITY INSURANCE 11
ARTICLE XIII 11
DAMAGE BY CASUALTY 11
ARTICLE XIV 12
EMINENT DOMAIN 12
ARTICLE XV 13
ASSIGNMENT AND SUBLETTING 13
ARTICLE XVI 13
TAXES 13
ARTICLE XVII 14
DEFAULTS AND REMEDIES 14
ARTICLE XVIII 17
TENANT'S BANKRUPTCY 17
ARTICLE XIX 17
HOLDING OVER 17
ARTICLE XX 17
SUBORDINATION 17
ARTICLE XXI 18
MERCHANTS ASSOCIATION 18
ARTICLE XXII 18
NOTICES 18
ARTICLE XXIII 18
MISCELLANEOUS 18
ARTICLE XXIV 21
LIMITED LIABILITY OF LANDLORD 21
EXHIBITS "A" through "I"

LEASE

THIS INDENTURE OF LEASE (the "Lease"), entered into this 6th day of March, 2014 (the "Effective Date"), by and between **BARRETT PARKWAY-HIGHWAY 41, LLC** , a Georgia limited liability company, hereinafter referred to as "Landlord" and **RISE UP, LLC**, a Georgia limited liability company, hereinafter referred to as "Tenant".

WITNESSETH THAT:

In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, the Premises, as defined in Section 1.1(b).

TO HAVE AND TO HOLD the Premises for the Term, defined in Section 1.1(e).

ARTICLE I
DEFINITIONS AND ENUMERATION OF EXHIBITS

1.1 In addition to other terms which are elsewhere defined in this Lease, the following terms when used in this Lease shall have the meanings set forth in this section, and only such meanings, unless such meanings are expressly limited or expanded elsewhere herein:

(a) SHOPPING CENTER: (i) The real estate outlined in bold black boundary line on Exhibit "A", hereto attached and incorporated herein, as further described on Exhibit "A-1", attached hereto and incorporated herein, excluding any real estate depicted as an outlot or otherwise depicted as excluded; (ii) such contiguous real estate as Landlord may from time to time designate in writing as being included in Shopping Center; (iii) the buildings and improvements constructed on such real estate, together with all alterations and additions thereto; and (iv) such improvements as may be constructed on such real estate after the date hereof. Landlord reserves the right to change the number and location of buildings, building dimensions, and the Common Areas and to make such other changes as are provided in Section 2.7 hereof.

(b) THE PREMISES: That portion of Shopping Center which is crosshatched on Exhibit "A," hereto attached. The Premises are deemed to contain 2,532 square feet of Gross Rentable Area, and known as Suites 104 and 105, extending to the center line of the party walls and to the exterior faces of all other walls, but reserving and except to Landlord the use of the roof and exterior walls (other than store fronts) and the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires, and appurtenant fixtures, leading through the Premises in locations which will not materially interfere with Tenant's use thereof. Notwithstanding the definition or description of the Premises or the method of calculation of the Gross Rentable Area of the Premises, the Premises do not include the right of any usage whatsoever of the exterior walls, roof or the land beneath the Premises, and Tenant shall not attach or place anything on the roof or exterior walls of the Premises, and Tenant shall not have access to the roof. No rights, licenses or easements are created hereunder, except as expressly demised hereunder, and no easement for light or air is leased with or included in the Premises.

(c) READY FOR OCCUPANCY: The Premises shall be Ready for Occupancy as of the date (the "Ready for Occupancy Date") that Landlord delivers notice to Tenant that Landlord's Contribution to Tenant's Work described in Section V of Exhibit "C" hereto attached, has been substantially completed (i.e., completed except for minor finishing operations and punch list items which shall not materially interfere with Tenant's ability to proceed with Tenant's Work). Tenant hereby accepts possession of the Premises as of the Ready for Occupancy Date. **NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, EXCEPT FOR LANDLORD'S CONTRIBUTION TO TENANT'S WORK DESCRIBED IN SECTION V OF EXHIBIT "C", THE PREMISES ARE BEING DELIVERED AND ACCEPTED IN "AS IS" CONDITION, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES FROM LANDLORD TO TENANT AS TO THE CONDITION OF THE PREMISES OR AS TO THE SUITABILITY OF THE PREMISES FOR TENANT'S INTENDED USE. TENANT HAS UNDERTAKEN SUCH INSPECTIONS OF THE PREMISES AS IT DEEMS NECESSARY AND APPROPRIATE, AND IS SATISFIED WITH THE CONDITION THEREOF, SUBJECT TO LANDLORD'S AGREEMENT HEREIN REGARDING LANDLORD'S CONTRIBUTION TO TENANT'S WORK AS SET FORTH ABOVE.**

(d) RENT COMMENCEMENT DATE : The earlier of (i) one hundred twenty (120) days following the Ready for Occupancy Date, or (ii) the date upon which Tenant opens the Premises to the public.

(e) LEASE TERM OR TERM: The period of time commencing with the Effective Date of this Lease and terminating on the last day of the one hundred twentieth (120th) full calendar month following the Rent Commencement Date .

(f) SCHEDULED COMPLETION DATE: Within 5 days after the Effective Date.

(g) MINIMUM GUARANTEED RENT: See Exhibit F

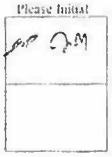
(h) PERCENTAGE RENT RATE: **five percent (5%).**

(i) ADVANCE DEPOSIT: [redacted] applied against Tenant's first full month's Minimum Guaranteed Rent and Tenant's Proportionate Share of Common Area Expense, Taxes, and Insurance Expense.

(j) SECURITY DEPOSIT: [redacted]

(k) TENANT'S GROSS SALES: Defined in Section 3.4.

Please Initial



(l) TENANT'S TRADE NAME: Johnny's Pizza.

(m) TENANT'S WORK: those items described as Tenant's Work in Exhibit "C".

(n) LANDLORD'S WORK: those items described as Landlord's Work in Exhibit "C".

(o) LANDLORD'S MAILING ADDRESS: 35 Johnson Ferry Road, Marietta, Cobb County, Georgia 30068 or such other address as may from time to time be designated by Landlord in a written notice to Tenant.

(p) TENANT'S MAILING ADDRESS: 1635 Old 41 Highway, NW, Suite 104, Kennesaw, GA 30152 or such other address as may from time to time be designated by Tenant in written notice to Landlord.

(q) USE OF PREMISES: The Premises shall be used only for a sit down restaurant offering prepared ready-to-eat pizza pies, bread sticks, soft drinks and ancillary related items including beer and wine (but no other alcoholic beverages), which may offer pick-up and delivery service, but which may not offer any food items that are not prepared and ready-to-eat, and for no other use or purpose. Without expanding the Permitted Use, and notwithstanding any other provision in the Lease to this contrary, in no event shall Tenant use or allow the use of the Premises for any use or purpose set forth in Exhibit H.

(r) ALLOWANCE FOR TENANT'S WORK: [redacted]

(s) COMMON AREAS: Those areas of the Shopping Center, including, but not limited to, all parking areas, which are from time to time open for joint use by the tenants of Shopping Center or by the public, including driveways, truckways, delivery passages, walkways, concourses, malls, planted areas, landscaped areas, and public restrooms and common truck loading and receiving areas which are not leased to or reserved for individual tenants.

(t) GROSS RENTABLE AREA: Floor area designed for tenant occupancy and exclusive use, measured from the exterior of outside walls and store fronts and from the center of party walls and excluding any mezzanines, outside sales areas and other areas for which any tenant thereof does not pay a share of the cost of operation and maintenance of the Shopping Center.

(u) LEASE YEAR: The Term "Lease Year" shall mean, in the case of the first Lease Year, that period from the Rent Commencement Date to the first succeeding December 31; thereafter "Lease Year" shall mean each successive twelve (12) calendar month period following the expiration of the first Lease Year, in each case commencing on January 1 and ending the next succeeding December 31, except that in the event of the termination of this Lease on any day other than December 31, then the last Lease Year shall be the period from the end of the preceding Lease Year to such date of termination.

(v) GUARANTOR: Joseph Adam Paradiso and Jason Mashburn.

1.2 The exhibits enumerated in this section (if used) and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

(a)	Exhibit "A"	Shopping Center building(s), subject to those areas shown as excluded.
	Exhibit "A-1"	Shopping Center Legal Description.
(b)	Exhibit "B"	Estimated charges for those items set forth in Sections 5.3, 5.5 and 16.2.
(c)	Exhibit "C"	Description of Landlord's Work and Tenant's Work.
(d)	Exhibit "D"	Guaranty.
(e)	Exhibit "E"	Rules and Regulations.
(f)	Exhibit "F"	Special Stipulations.
(g)	Exhibit "G"	Sign Criteria.
(h)	Exhibit "H"	Prohibited Uses.
(i)	Exhibit "I"	Acknowledgement of Term.

ARTICLE II
CONSTRUCTION AND ACCEPTANCE OF PREMISES

2.1 Landlord has constructed or will construct those buildings and improvements shown on Exhibit "A". Landlord will complete Landlord's Contribution to Tenant's Work in the Premises, as defined in Exhibit "C", with such minor variations as Landlord may deem advisable. Tenant acknowledges that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives or brokers has made any representations or warranties whatsoever as to the suitability of the Premises for the conduct of Tenant's business or for any other purpose, and that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives or brokers agreed to undertake or cause to be undertaken any alterations or to construct any improvements to the Premises or the Shopping Center except as expressly provided in this Lease. Tenant shall have no right to enter or occupy the Premises until the Premises are Ready for Occupancy. If Landlord shall for any reason fail to complete, prior to the Scheduled Completion Date, that part of Landlord's Contribution to Tenant's Work which is required, Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant nor shall the Term or any provision of this Lease be affected. If Landlord shall for any reason fail to deliver the Premises to Tenant prior to the fifth (5th) day after the Effective Date (the "Final Delivery Date"), Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant, and this Lease shall automatically terminate.

2.2 Tenant agrees to perform as Tenant's Work the work provided for in accordance with the plans and specifications for Johnny's New York Style Pizza, Tenant Build-Out, Suite 104, Barrett Parkway Shops, Kennesaw, Georgia, prepared by Hill Foley Rossi, HFR 01.259.11 ("Tenant's Plans"), which have been approved by Landlord.

Please Initial

Tenant shall submit to Landlord plans and specifications in such detail as Landlord may reasonably request covering any other work which Tenant proposes to do in the Premises. Such plans and specifications shall comply with all requirements set forth in Exhibit "C". Tenant shall not commence any work in the Premises until Landlord has approved the plans and specifications therefor in writing, which approval shall not be unreasonably withheld or delayed.

2.3 When the Premises are Ready for Occupancy. Tenant agrees to accept possession thereof and to proceed with due diligence to perform the work described in such plans and specifications which have been approved by Landlord, and to install its fixtures, furniture, and equipment in the Premises. Tenant shall be responsible for all costs attributable to Tenant's Work, including, but not limited to, costs incurred for all permits, inspections, and the certificate of occupancy, as well as any "impact fees" or off site improvement costs in connection with Tenant's Work at the Premises. Any work Tenant does in the Premises causing venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense. By occupying the Premises, Tenant shall be deemed to have acknowledged that the Landlord has complied with all of its covenants and obligations with respect to the construction of the Premises, except for (a) defects in Landlord's Contribution to Tenant's Work required to be performed under this Lease which are latent at the time the Premises are occupied, which shall in any event be deemed waived by Tenant upon the expiration of one (1) year after the date the Premises are occupied by Tenant, (b) any part of Landlord's Contribution to Tenant's Work that is scheduled to be undertaken after Tenant takes possession of the Premises, and (c) punch list items meaning such unfinished or incorrectly finished items of work that was part of Landlord's Contribution to Tenant's Work, the completion of which times of work would not materially interfere with Tenant's ability to proceed with and timely complete Tenant's Work, such punchlist to be set forth, if at all, in a written notice given by Tenant to Landlord within ten (10) days after the Ready for Occupancy Date. In the event of any dispute concerning work performed or required to be performed in the Premises by Landlord or Tenant, the matter in dispute shall be submitted to Landlord's architect for determination and his certificate with respect thereto shall be binding on Landlord and Tenant.

2.4 (a) Unless delayed in accordance with the provisions of Section 2.8, Tenant agrees to open the Premises to the public for business fully fixtured, stocked and staffed for the Permitted Use within one hundred twenty (120) days after the Ready for Occupancy Date, except that Tenant shall not be obligated to open the Premises to the public for business until Landlord has substantially completed construction of parking facilities complying with the minimum requirements set forth in Section 5.1.

(b) In the event that Tenant fails to open the Premises for business fully fixtured, stocked, and staffed on or before the Rent Commencement Date, then, unless such delay is caused or occasioned by Landlord or force majeure, the Minimum Guaranteed Rent due by Tenant shall increase at the rate of Twenty-five and 00/100 Dollars ($ 25.00) per day for each and every day that Tenant shall fail to commence to do business as herein provided.

(c) At any time after the Rent Commencement Date, within fifteen (15) days after Landlord's written request therefor, Tenant shall execute and deliver to Landlord an Acknowledgement of Term agreement in the form attached hereto as Exhibit "I".

2.5 If in connection with construction or permanent financing of the cost of construction of the Shopping Center, a banking, insurance or other recognized institutional lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the interest hereby created. Further, if Landlord is unable to obtain financing for the construction of the Shopping Center except by modifying the terms and provisions of this Lease and Tenant refuses to agree to such modification, Landlord shall have the right prior to the Ready for Occupancy Date to cancel this Lease if the Tenant refuses to approve in writing any such modification within fifteen (15) days after Landlord's request therefor and Tenant hereby irrevocably appoints Landlord, its successors and assigns, as the attorney in fact of Tenant to execute, seal and deliver such instruments on behalf of Tenant should Tenant refuse and fail to do so within ten (10) days after Landlord shall give notice to Tenant requesting the execution, sealing and delivery of such instrument, which notice shall be accompanied by a draft of such instrument, necessary for removing this Lease or any matter thereof from the real estate records; provided that in no event may this Lease be canceled for failure of Tenant to approve any modifications of Section 1.1(b), 1.1(e), 1.1(g), 1.1(h), 1.1(i), 1.1(j), 1.1(p) or 1.1(q). If such right to cancel is exercised, neither party shall have any further obligations or liabilities hereunder, except that Landlord shall repay to Tenant any Advance Deposit or Security Deposit made by Tenant.

2.6 Tenant shall execute and deliver to Landlord at the expiration or termination of this Lease, on Landlord's request, a quit-claim deed to the Premises, in recordable form, designating Landlord as the grantee, and Tenant hereby irrevocably appoints Landlord, its successors and assigns, as the attorney in fact of Tenant to execute, seal and deliver such quit-claim deed on behalf of Tenant should Tenant refuse or fail to do so within ten (10) days after Landlord shall give notice to Tenant requesting the execution, sealing and delivery of such quit-claim deed.

2.7 Landlord may, from time to time, do any one or more of the following with respect to buildings, or the Common Areas then existing in the Shopping Center or buildings or the Common Areas to be constructed in the Shopping Center: (i) construct alterations therein; (ii) construct additions thereto; (iii) construct additional stories thereon; (iv) construct additional buildings, free-standing or connected to the then-existing buildings; (v) construct deck or elevated parking facilities, freestanding or connected to then-existing buildings; (vi) modify Tenant's storefront; or (vii) rearrange, relocate, build upon or eliminate any buildings or Common Areas, provided that in no event shall there be provided less than the minimum parking facilities as set forth in Section 5.1 hereof (except on a temporary basis as provided in Section 5.2).

2.8 Anything in this Lease to the contrary notwithstanding, neither Tenant nor Landlord shall be deemed in default with respect to the performance of any and all terms, covenants and conditions of the Lease if such failure of performance shall be due to any strike, lock-out, boycott, labor dispute, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulation or control, inability to obtain any material or service, Act of God, adverse weather conditions, energy shortage or any other cause whether similar or dissimilar, beyond the reasonable control of the Tenant or Landlord, as the case may be ("force majeure"); provided (a) such cause is not due to the willful act or omission of the Tenant or Landlord, as the case may be, (b) delays or failures to

perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party, (c) the foregoing shall not relieve the Tenant from its obligation to timely pay rent and other sums due under this Lease, and (d) the party claiming any such excuse for its performance hereunder has given the other party notice of the cause and anticipated duration of such failure of performance.

ARTICLE III
RENT

3.1 Rent and other charges due and payable hereunder shall accrue hereunder from the Rent Commencement Date until the termination of this Lease and shall be payable at the following mailing address unless otherwise directed by Landlord in writing: c/o Retail Planning Corporation, 35 Johnson Ferry Road, Marietta, Georgia 30068 . It shall be the Tenant's responsibility to see that the payments are received by the Landlord at the Landlord's above-specified address on or before the date when such payments are due. Payments mailed by the Tenant are mailed at the Tenant's own risk and, regardless of when a payment is mailed, the payment shall not be deemed received by the Landlord until the payment is actually in the Landlord's possession.

3.2 Tenant shall pay to Landlord the Minimum Guaranteed Rent without demand in twelve (12) equal monthly installments. The first such monthly installment shall be due and payable on or before the Rent Commencement Date (except that if the Rent Commencement Date falls on a day other than the first day of a calendar month, the first payment shall be an amount equal to that percentage of a monthly installment which the number of days from the Rent Commencement Date to the end of such calendar month bears to the total number of days in such month) and a like installment shall be due and payable without notice on or before the first day of each succeeding calendar month during the Term. The covenant of Tenant to pay all rents hereunder is and shall be deemed a separate and independent covenant and Tenant shall have no right of deduction or set-off whatsoever. In addition to Minimum Guaranteed Rent, Percentage Rent and all other payments due and payable by Tenant hereunder, including, but not limited to, Tenant's Proportionate Share of Common Area Expense (as hereinafter defined) , Taxes, and Insurance Expense are known as "Additional Rent" and such sums shall be due and payable on demand, together with interest thereof as provided below. Minimum Guaranteed Rent and Additional Rent are herein sometimes referred to as "Rent" or "Rental".

3.3 In addition to the Minimum Guaranteed Rent, Tenant shall pay to Landlord Percentage Rent for each calendar year or portion thereof during the Term of this Lease in the amount by which (i) the product of the Percentage Rent Rate multiplied by Tenant's Gross Sales during such calendar year or portion thereof, exceeds (ii) the Minimum Guaranteed Rent payable for such calendar year. The Percentage Rent shall be paid without demand in monthly installments as follows: on or before the 15th day following the end of each calendar month, Tenant shall pay to Landlord the amount by which (i) the product of the Percentage Rent Rate multiplied by Tenant's Gross Sales during the preceding calendar month, exceeds (ii) the Minimum Guaranteed Rent payable for such calendar month. If the total of the monthly payments of Percentage Rent made by Tenant for any calendar year exceeds, or is less than the Percentage Rent payable for such calendar year in accordance with the terms of this Lease, then, if there is an excess, Landlord shall refund such excess to Tenant, or if there is a deficiency, Tenant shall pay such deficiency to Landlord, within ten (10) days after delivery by Tenant to Landlord of the certified annual report of Tenant's Gross Sales required by Section 4.1. If this Lease commences on a date other than the first day of a calendar year, or terminates on a date other than the last day of a calendar year, Percentage Rent for the fractional part of the calendar year following the Rent Commencement Date or preceding the termination date, as the case may be, shall be the amount by which (i) the product of the Percentage Rent Rate multiplied by Tenant's Gross Sales during such fractional part of a calendar year, exceeds (ii) the Minimum Guaranteed Rent payable for such calendar year, as prorated for such fractional period, such Percentage Rent to be paid in monthly installments as provided with respect to a full calendar year. The provisions of this Section shall survive the expiration or sooner termination of the Lease.

3.4 The term Tenant's Gross Sales as used herein, shall be deemed to mean the gross proceeds, whether cash or otherwise, from business done in or from the Premises, including the entire sales price of merchandise (including gift and merchandise certificates) sold, charges for services, deposits not refunded to customers, the entire sales price of merchandise sold as a result of orders taken at the Premises but delivered elsewhere, and the entire sales price of merchandise delivered from the Premises as a result of orders taken elsewhere. The gross proceeds from business done by any permitted concessionaire or licensee or otherwise in or from the Premises, gross proceeds from business done through vending machines or other devices located in the Premises, and gross proceeds from business done in or from the Premises with employees shall also be deemed to be a part of Tenant's Gross Sales. An installment sale or a sale on credit shall be treated as a sale at the full sales price in the month during which such sale is made. No deduction from Tenant's Gross Sales shall be allowed for uncollected or uncollectible credit accounts. Tenant's Gross Sales shall be deemed to exclude (a) any sums collected from customers and paid out for a sales or excise tax imposed by any duly constituted governmental authority if the amount of such tax is separately charged to the customer and paid by Tenant directly to the governmental authority, or to a member of the Federal Reserve Bank System for the benefit of the governmental authority; (b) the exchange of merchandise with other stores of Tenant, if such exchange is made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which was made in or from the Premises and if such exchange of merchandise is not for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Premises; (c)the amount of returns to suppliers or manufacturers; (d) the amount of any cash or credit refund made upon any sale if the merchandise sold, or some part thereof, is returned by Tenant's customer and accepted by Tenant; nor (e) sales of Tenant's fixtures not in the ordinary course of Tenant's business.

For purposes of Sections 3.3 and 3.4 hereof, the term "Tenant" shall include any of the Tenant's permitted sub-tenants, concessionaires, and licensees.

ARTICLE IV
SALES REPORTS AND RECORDS

4.1 On or before the 15th day of each calendar month during the Term, Tenant shall prepare and deliver to Landlord a statement of Tenant's Gross Sales (said statement may be in the form of Tenant's State Sales Use Tax Form

if applicable) during the preceding calendar month. In addition, within sixty (60) days after the expiration of each Lease Year, Tenant shall prepare and deliver to Landlord a statement of Tenant's Gross Sales during such Lease Year certified to be correct by an officer of Tenant.

4.2 Tenant shall keep, and shall cause each licensee or concessionaire of Tenant to keep in the Premises or at some other location in the general vicinity of the Premises an accurate set of books reflecting Tenant's Gross Sales and with respect thereto shall preserve all cash register tapes, sales slips, order records, records of transactions with concessionaires and licensees, shipping records, records of merchandise returned, federal, state and city tax returns, banking records, and such other records as may be needed for an effective audit of Tenant's Gross Sales. All such books and records shall be retained for a period of at least twenty-four months after the end of the Lease Year to which they relate, or if Landlord shall have begun a special audit in accordance with Section 4.3, for such longer period as may be required to complete such special audit. All such books and records shall be subject to inspection and audit by Landlord at all reasonable times.

4.3 If Landlord is not satisfied with the statement of Tenant's Gross Sales as submitted by Tenant, Landlord shall have the right to have auditors of Landlord's choice make a special audit of all books and records, wherever located, pertaining to Tenant's Gross Sales. If Tenant's Gross Sales, as so determined by special audit, exceed the figures submitted by Tenant by more than three (3%) percent, then (i) Tenant shall pay the cost of such audit; otherwise the cost of such audit shall be borne by Landlord and (ii) Landlord shall have the option, exercisable within ninety (90) days following such determination, to terminate this Lease upon 30 days' notice to Tenant. Tenant shall promptly pay to Landlord any deficiency in Percentage Rent or Landlord shall promptly refund to Tenant any overpayment in Percentage Rent, as the case may be, which is established by such special audit.

4.4 At any time during the Term, Tenant shall, upon ten (10) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of Tenant and any Guarantor for the two (2) years prior to current financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant or Guarantor, shall be audited by an independent certified public accountant.

ARTICLE V
COMMON AREAS

5.1 Landlord agrees that it will maintain parking facilities in Shopping Center or in reasonable proximity thereto which shall contain at all times after Tenant has opened the Premises to the public for business at least four (4) parking spaces for each one-thousand (1,000) square feet of Gross Rentable Area occupied by tenants of Shopping Center, excluding any space used for a theater; provided, however, that if a portion or portions of the parking area shall be taken for any public or quasi public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase under threat thereof, Landlord shall be relieved of its obligations to provide parking facilities in accordance with this section to the extent that such parking facilities cannot be provided without unreasonable expense, or in reasonable proximity to the Shopping Center.

5.2 Tenant, and its licensees, concessionaires, employees and customers shall have the non-exclusive right to use the Common Areas as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons entitled to use the Common Areas, subject to such reasonable rules and regulations as Landlord may from time to time prescribe, provided that Landlord may require that automobiles owned by Tenant, its licensees, concessionaires and employees be parked in specific portions of the Common Areas or other parking areas outside the Shopping Center which are in reasonable proximity thereto. Upon request by Landlord, Tenant shall furnish to Landlord a complete list of the license numbers of all automobiles operated by Tenant, its licensees, concessionaires and employees. If Tenant, its licensees, concessionaires and employees fail to park their cars in the Common Areas designated by Landlord as employee parking areas, Landlord shall have the right in its sole discretion to (i) charge Tenant [redacted] per day per car parked in any Common Areas other than those designated, or (ii) have such car(s) physically removed from the Shopping Center at Tenant's expense without any liability whatsoever to Landlord, or Landlord may elect both of(i) and (ii). Tenant shall not interfere with the rights of other persons to use the Common Areas. Notwithstanding any provision of this Lease to the contrary, Landlord may temporarily close any part of the parking facilities or other portions of the Common Areas for such periods of time as may be necessary for (i) temporary use as a work area in connection with the construction of buildings or other improvements within the Shopping Center or contiguous property, (ii) repairs or alterations in or to the Common Areas or to any sewers, utility facilities or distribution lines located within the Common Areas, (iii) preventing the public from obtaining prescriptive rights in or to the Common Areas, (iv) security reasons, or (v) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas the Landlord shall elect, including but not limited to using part of the Common Areas for non-customer parking; provided, however, that Landlord shall use reasonable efforts not to unduly interfere with or disrupt Tenant's business.

5.3 Tenant shall pay as Additional Rent, as hereinafter provided, its share (as hereinafter defined and sometimes referred to as "Proportionate Share") of expense incurred by Landlord at its discretion for the operation, management and maintenance of the Common Areas and the Shopping Center and as otherwise provided herein (hereinafter called the "Common Area Expense"), including without limitation management fees paid to a management company, costs incurred for lighting, painting, cleaning, removal of trash, garbage, debris and other refuse central trash disposal (if Landlord elects to provide), traffic control, fire protection, sewerage, or septic system, compliance with governmental and other regulatory authority applicable to the Shopping Center, policing, inspecting, landscaping and repairing and replacing the Common Areas and the Shopping Center, or any part thereof (including, but not limited to, repair, replacement, sweeping and striping of the parking areas, driveways, and sidewalks), costs incurred in the maintenance and repair of the roof, Landlord's share of costs incurred in the maintenance and repair of any offsite retention/detention facilities serving the Shopping Center and any offsite access ways burdened by an easement benefiting the Shopping Center, costs to maintain, repair, replace and light any pylon or monument sign at the Shopping Center, costs to maintain, repair, replace and light any awnings on Shopping Center buildings, depreciation of maintenance equipment, costs of all water and other utilities consumed in the Shopping Center which is not separately

metered to tenants (single or multiple), costs related to seasonal decorations, and an administrative fee of fifteen percent (15%) of the foregoing costs and of the Insurance Expense, defined below, but Common Area Expense shall in no event include: (1) Taxes paid under Article XVI; (2) repairs or replacements to any buildings not a part of the Common Areas; (3) repairs or replacements necessitated by the gross negligence of Landlord; (4) amounts actually reimbursed to Landlord from insurance proceeds, or by Tenant, or by any other tenant in the Shopping Center, other than pursuant to a common area expense provision similar to this paragraph; and (5) the cost of initial construction or expansion of the Shopping Center and the Common Areas. Any expenditures for capital items that are included in operating costs for any year (including, but not limited to, the replacement of the roof and resurfacing the parking areas) shall be only the amortized portion of said expenditures attributable to such year (as amortized over the useful life of the applicable capital item, with generally accepted accounting principles consistently applied). The share to be paid by Tenant shall be that percentage of the Common Area Expense which the Gross Rentable Area of the Premises bears to the Gross Rentable Area of the Shopping Center (the "Proportionate Share"). Landlord may at its option make monthly or other periodic charges based upon the estimated annual Common Area Expense, payable in advance but subject to adjustment after the end of each calendar year on the basis of the actual costs for such year. Within ninety (90) days after the close of each calendar year, Landlord will furnish to Tenant a detailed statement of the Common Area Expense for such year, such statement to be prepared in accordance with generally accepted accounting practices and to include Tenant's Proportionate Share of Common Area Expense computed as herein provided. Any necessary adjustments shall be made thirty (30) days after delivery of such statement.

Notwithstanding anything herein to the contrary, Landlord may elect to furnish trash disposal services to Tenant, and in such event, Tenant shall purchase such services as are tendered by Landlord and shall purchase such services from Landlord at the rates established therefor by Landlord, provided that such rates shall not exceed the rates which would be charged for the same service if furnished to Tenant directly by the service provider then furnishing such service.

5.4 Notwithstanding the provisions of Section 5.3 of this Lease as to any expense (such as, for example, parking lot electricity) which is paid directly by the occupant of any space in the Shopping Center, and which would have been, if paid by the Landlord, a Common Area Expense, the following rules apply; (a) the Landlord shall not include in the Common Area Expense the amount paid directly by such occupant; (b) to the extent that the Landlord incurs any other Common Area Expense in the same category as the expense directly paid by such occupant, Tenant's Proportionate Share of such category of Common Area Expense shall be computed by multiplying the amount of Common Area Expense in that category by a fraction, the numerator of which shall be the Gross Rentable Area of the Premises and the denominator of which shall be the Gross Rentable Area of the Shopping Center, exclusive of the Gross Rentable Area of such occupant; and (c) except as to the specific expenses (if any) that are paid directly by an occupant, Tenant's Proportionate Share for all other Common Area Expense shall be determined in Section 5.3 of this Lease.

5.5 (a) Tenant shall pay as Additional Rent, as hereinafter provided, its Proportionate Share of expense incurred by Landlord, at its discretion, for insurance for the Common Areas and the Shopping Center ("Insurance Expense"), including any hazard, public liability and property insurance, and business interruption or rent insurance, as Landlord shall reasonably deem appropriate with respect to the Shopping Center, including appraisals and consultants' fees and premiums in connection with such insurance. Tenant shall pay its Proportionate Share of Insurance Expense monthly, based upon Landlord's estimate of such Expense. Within ninety (90) days after the close of each calendar year, Landlord will furnish to Tenant a detailed statement of the Insurance Expenses for such year, and within thirty (30) days of the receipt of such statement, Tenant shall pay to Landlord any underpayment, or vice versa.

(b) In the event an occupant of any space in the Shopping Center pays directly for any insurance that would have been, if paid by the Landlord, Insurance Expense, the following rules apply: (a) the Landlord shall not include in the Insurance Expense the amount paid directly by such occupant; (b) to the extent that the Landlord incurs any other Insurance Expense in the same category as the expense directly paid by such occupant, Tenant's Proportionate Share of such category of Insurance Expense shall be computed by multiplying the amount of Insurance Expense in that category by a fraction, the numerator of which shall be the Gross Rentable Area of the Premises and the denominator of which shall be the Gross Rentable Area of the Shopping Center, exclusive of the Gross Rentable Area of such occupant; and (c) except as to the specific expenses (if any) that are paid directly by an occupant, Tenant's Proportionate Share for all other Insurance Expense shall be determined as set forth in Section 5.3 above.

5.6 In the event Tenant is not billed directly by the appropriate authority for water consumed on the Premises or for sewer rents or charges, the bill rendered by Landlord for the above shall be based upon Tenant's prorated share of such service as determined by Landlord and shall be payable by Tenant within five (5) days of receipt of Landlord's bill as Additional Rent.

5.7 Notwithstanding the provisions of Section 5.3 of this Lease, Landlord shall have the right to include in Common Area Expense costs in connection with maintenance of common areas of property adjoining the Shopping Center that Landlord maintains in the same manner as the Shopping Center so long as the Gross Rentable Area of the buildings on such areas is included in the denominator of the calculation of Tenant's Proportionate Share for such Common Area Expense.

ARTICLE VI
USE AND CARE OF PREMISES

6.1 Tenant shall in good faith continuously throughout the Term of this Lease conduct and carry on in the entire Premises the type of business described in Section 1.1(q) using Tenant's Trade Name, and the Premises shall not be used for any other purpose. Tenant shall not sell, display or solicit sales in the Common Areas. Tenant shall not use or permit the use of any vending machines or public telephones on, at or about the Premises without the prior written consent of Landlord. Tenant shall not commit waste, perform any acts or carry on any practices which may injure the Shopping Center or be a nuisance or menace to other tenants in the Shopping Center. Tenant shall operate its business in a dignified manner and in accordance with high standards of store operation so as to maintain a character in keeping with the rest of Shopping Center, and so as to produce the maximum Tenant's Gross Sales and shall, at all times when

the Premises are open for business with the public, keep the Premises properly equipped with fixtures, stocked with an adequate supply of merchandise and attended by adequate personnel.

6.2 In the use and occupancy of the Premises and with respect to conditions created at Tenant's request or as a result of Tenant's performance or breach of any of its obligations hereunder or any fault of Tenant, Tenant shall, at Tenant's expense, comply with all laws and ordinances and all valid rules and regulations and all directives, orders and citations of federal, state, county and municipal authorities having jurisdiction over the Premises, including without limitation the Americans with Disabilities Act and all requirements of any insurance company and any public or private agency having authority over insurance rates.

6.3 Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.

ARTICLE VII
TENANT'S COVENANTS

7.1 Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of bankruptcy or of competent jurisdiction, or conduct or permit any fictitious "Going Out of Business" sale; (ii) use, or permit to be used, the malls or sidewalks adjacent to such Premises, or any other area outside the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment, (iii) use or permit to be used, any sound broadcasting or amplifying device which can be heard outside of the Premises; (iv) operate or cause to be operated any "elephant trains" or similar transportation devices;(v) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business; (vi) use the Premises for or conduct therein activities, the purpose for which is not included within the purpose for which the Premises may be used according to Section 1.1(q) of this Lease, or (vii) use, operate or maintain the Premises in such manner that any of the rates for any insurance carried by Landlord, or the occupant of any premises within the Shopping Center, shall thereby be increased, unless Tenant shall pay to Landlord or such occupant within the Shopping Center, as the case may be, an amount equal to any such increase in rates, such payment to be made promptly on demand as each premium which shall include such increase shall become due and payable.

7.2 Tenant (i) will not represent or advertise that it regularly or customarily sells merchandise at "manufacturers", "distributor's", or "wholesale", "warehouse", "fire sale", "bankruptcy sale", or similar prices or other than at retail prices; (ii) will keep all mechanical apparatus free of vibration or noise which may be transmitted beyond the confines of the Premises; (iii) will not cause or permit odors to emanate from the Premises; (iv) will not load or unload or permit the loading or unloading of merchandise, supplies or other property except within the area designated by Landlord from time to time; and (v) will not permit the parking or standing, outside of such designated area, of trucks, trailers or other vehicles or equipment engaged in such loading or unloading.

7.3 Tenant (i) will keep clean the inside and outside of all glass in the doors and windows of the Premises; (ii) will replace promptly at its own expense with glass of like kind and quality any broken plate or window glass; (iii) will replace doors or door hardware of the Premises which may for any reason become cracked or broken, (iv) will maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; (v) will not permit undue accumulation of garbage, trash, rubbish or other refuse in the Premises; and (vi) will contract for refuse removal services (if not provided by Landlord as part of Common Area Expense) and shall keep any refuse in proper containers until such time as same is called for to be removed by the trash collection service. Tenant will maintain plate glass insurance reasonably satisfactory to Landlord if any plate glass is contained in the storefront of the Premises.

7.4 Unless the hours during which Shopping Center shall be open for business with the public shall have been otherwise determined by a merchant's association, if in operation, or Landlord if not, Tenant shall keep the Premises open for business with the public on each business day at least during the hours indicated below or such extensions of the minimum as shall be determined by vote of a merchant's association if in operation, or Landlord, if not.

	STORE HOURS	
	Open	Close
Monday	10:00 a.m.	Midnight
Tuesday	10:00 a.m.	Midnight
Wednesday	10:00 a.m.	Midnight
Thursday	10:00 a.m.	Midnight
Friday	10:00 a.m.	Midnight
Saturday	10:00 a.m.	Midnight
Sunday	10:00 a.m.	Midnight

Notwithstanding the provisions of this Section, no Tenant shall be required to keep its Premises open for business at any time prohibited by applicable law, ordinance or governmental regulations, and Tenant shall be permitted to close the Premises during reasonable periods for repairing, cleaning or decorating the Premises, with written permission from Landlord. In the event that Tenant elects to operate its business within the Premises beyond the normal operating hours of the Shopping Center and Tenant determines that additional security is needed, Tenant, at its sole cost and expense, may after prior notice of same to Landlord (a) install additional lighting, as may be necessary, at the front and rear of the exterior of the Premises (at locations mutually agreeable to Landlord and Tenant and as may be permitted by any applicable local government code) and shall illuminate said lighting from 9:00 p.m. until 6:00 a.m., or (b) employ a security guard about the Premises from the hours of 11:00 p.m. until 6:00 a.m.

7.5 In the event that at any time during the Term, or any extension or renewal thereof, Tenant should vacate, abandon, or desert the Premises or cease operating the store therein fully fixtured, stocked and staffed for the Permitted Use, then, in any such event, Tenant shall be in default hereunder and Landlord shall have, in addition to all rights and

Please Initial

BP DM

remedies provided under Section 17.4 hereof, the right to collect not only the Minimum Guaranteed Rent and other rent otherwise provided for herein, but also Additional Rent at the rate of [redacted] per day for each and every day that Tenant shall fail to do business within the Premises in accordance with the terms of Section 6.1 hereof; provided, however, that such Additional Rent shall not accrue during any period when the Premises are rendered untenantable by reason of fire, casualty, or cause beyond Tenant's control and not resulting from the intentional or negligent acts or omissions of Tenant, its assignees, sublessees, servants, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invitees, licensees, or concessionaires of Tenant's assignees or sublessees, and the failure to operate Tenant's store during such period shall not be deemed a default hereunder. Said Additional Rent is intended to contribute to the expense of monitoring the occupancy of the Premises and shall not be deemed a penalty or liquidated damages.

7.6 If Tenant is engaged in retail sales, then Tenant shall install and maintain at all times displays of merchandise in display windows in the Premises. Tenant will light any electric signs and keep the display windows in the Premises well lighted during such times as the level of light outside the Premises is less than ten (10) foot candles of natural light, except that Tenant shall not be required to keep its electric signs and windows lighted more than one hour following the store closing hour.

7.7 The rules and regulations as shown on Exhibit "E" are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.

ARTICLE VIII
MAINTENANCE AND REPAIR OF PREMISES, ALTERATIONS AND LANDLORD'S RIGHT OF ACCESS

8.1 Landlord shall keep the foundation, the roof and the exterior walls of the Premises (except plate glass, doors, door closures, door frames, store fronts, windows and window frames located in exterior building walls) and as a part of Common Area Expense, the common utilities serving more than one tenant, in good repair, and Tenant shall pay, as Additional Rent, the cost of any such repairs occasioned by the act or neglect of Tenant, its assignees, sublessees, servants, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invitees, licensees, or concessionaires of Tenant's assignees or sublessees, and the cost to repair any damage caused by or as a result of Tenant's occupancy of Premises, or any damage caused by break-in, burglary, or other similar acts in or to the Premises, within five (5) days after demand for payment by Landlord. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after the giving of such written notice. If Landlord elects by giving notice thereof to Tenant, Tenant shall, within a reasonable time and at Tenant's expense, make any repairs that Landlord is required to make at Tenant's expense under this Section 8.1, in which event Tenant shall not be required to pay the cost thereof to Landlord as Additional Rent.

8.2 Tenant shall, at its sole cost and expense, keep the Premises in a safe, sightly, and serviceable condition and free from any infestation by insects, rodents, or other pests, and, except as provided in Section 8.1, 13.1, 13.2 and 14.5 hereof, make all needed maintenance, repairs, and replacements for the proper operation of Tenant's business within the Premises, including all maintenance, repairs, and replacements to (i) the heating, ventilating, and air conditioning systems serving the Premises; (ii) the exterior and interior portion of all doors, windows, window frames, plate glass, door closures, door frames and store fronts; (iii) all plumbing and sewage facilities within the Premises, including free flow up to the connection to the main sewer line; (iv) all fixtures within the Premises; (v) all electrical systems serving the Premises (whether or not located within the Premises); (vi) all sprinkler systems serving the Premises; (vii) all interior walls, floors, and ceilings; (viii) any of the Tenant's Work; (ix) all repairs, replacements, or alterations required by any governmental authority, including without limitation the Americans with Disabilities Act; and (x) all necessary repairs and replacements of Tenant's trade fixtures required for the proper conduct and operation of Tenant's business. If at any time and from time to time during the Term, and any extensions and renewals thereof, Tenant shall fail to make any maintenance, repairs, or replacements in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises and to make such maintenance, repairs, and replacements for and on behalf of Tenant, and all sums expended by Landlord for such maintenance, repairs, and replacements, as well as reasonable costs for administration and supervision of same, shall be deemed to be Additional Rent hereunder and shall be payable to Landlord upon demand. Tenant shall surrender the Premises by the end of the last day of the Lease Term or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris and in good operating order, condition and state of repair, reasonable wear and tear excepted. "Reasonable wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. Tenant shall keep in force a standard maintenance agreement on all heating, ventilating, and air conditioning systems serving the Premises with a reputable heating and air conditioning service organization which shall be subject to Landlord's approval and shall provide a copy of said maintenance agreement to Landlord for its approval.

8.3 Tenant shall not make any alterations, additions, or replacements to the Premises, or any repairs required of Landlord under Section 8.1 of this Lease, without the prior written consent of Landlord, except for Tenant's Work and the installation of unattached moveable fixtures within the Premises which may be installed without drilling, cutting, or otherwise defacing the Premises. All alterations, additions, and improvements made in and to the Premises and all floor covering that is cemented or adhesively fixed to the floor and all fixtures (other than trade fixtures) which are installed in the Premises shall remain in and be surrendered with the Premises and shall become the property of Landlord at the expiration or sooner termination of this Lease. So long as Tenant is not in default hereunder, prior to the expiration or

sooner termination of this Lease, Tenant shall have the right to remove its trade fixtures that were installed by Tenant (specifically excluding the HVAC equipment, lighting or plumbing fixtures) from the Premises, provided that Tenant shall repair and restore any damage to the Premises, caused or occasioned by such removal. In no event shall Tenant make any alterations, additions, or replacements to any portion of the Shopping Center outside of the Premises.

8.4 All Tenant's Work and all repairs, alterations, additions and improvements done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as will cause a minimum of interference with other construction in progress and with the transaction of business in Shopping Center. Whenever Tenant proposes to do any construction work within the Premises, Tenant shall first furnish to Landlord plans and specifications covering such work in such detail as Landlord may reasonably request. Such plans and specifications shall comply with such requirements as Landlord may from time to time prescribe for construction within the Shopping Center. In no event shall any construction work be commenced within the Premises without Landlord's written approval of such plans and specifications.

8.5 Landlord shall have the right, but not the duty, to enter upon the Premises at any time for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations, or additions to adjacent property, or of showing the Premises to lenders or to prospective purchasers or tenants.

8.6 Tenant shall not suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed or exist against the land or building of which the Premises are a part, or Tenant's interest in Premises by reason of work, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under the Tenant, and nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements, alterations or repairs of or to the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of a materialmen's, mechanics' or other lien against the Premises. If any such lien should, at any time, be filed, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing the same. If Tenant shall fail to discharge or bond such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by posting a bond. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, and all reasonable expenses of Landlord in defending any such action or in procuring the discharge of such lien, shall be deemed Additional Rent hereunder and shall be repaid by Tenant to Landlord on demand.

8.7 Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused Tenant or Tenant's assignees, sublessees, customers, invitees, employees, licensees or concessionaires in the Premises on account of Landlord's performance of any repair, maintenance or replacement in the Premises or any other work therein pursuant to Landlord's rights or obligations under this Lease so long as such work is being conducted by Landlord in accordance with the terms of this Lease and without gross negligence or gross disregard for Tenant's business operations.

8.8 As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State in which the Shopping Center is located or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Act (33 U.S.C. Sec. 1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 6901) ("CERCLA"), (iv) asbestos or asbestos containing material, (v) petroleum and petroleum-based products, (vi) urea formaldehyde foam insulation, (vii) polychlorinated byphenyls (PCBs), and (viii) freon and other chlorofluorocarbons.

Tenant covenants and agrees that (i) neither Tenant nor any of Tenant's agents, employees, contractors, invitees, assignees or sublessees shall cause any Hazardous Materials to be brought upon, kept, stored or used in or on the Premises or any other portion of Shopping Center without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion, provided that Landlord may not unreasonably withhold its consent to the incidental storage and use of Hazardous Material in the Premises in a manner reasonably necessary or appropriate to Tenant's business and in a manner that fully complies with all laws, rules, statutes, ordinances, orders and requirements or policies of any governmental agency or authority or any insurance underwriter and would not substantially increase the risk of fire or other casualty to the Premises or the Shopping Center, and (ii) neither Tenant nor any of Tenant's agents, employees, contractors, invitees, assignees or sublessees shall cause any Hazardous Materials to be disposed of, or released, in, on or from the Premises or any other portion of the Shopping Center.

Tenant shall and does hereby indemnify, protect, defend and save harmless Landlord and its partners, officers, directors, shareholders, employees and agents from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses and expenses, including reasonable attorneys' fees, court costs, consultants' fees and expert fees, arising during or after the Term of this Lease as a result of any breach of the covenants contained in this section or any discharge or release of any Hazardous Materials from or on the Premises during the Term of this Lease. This indemnification includes costs incurred in connection with the investigation of site conditions or any clean up, repair, removal or detoxification work required by any federal, state or local governmental agency or political subdivision. This indemnification shall survive the expiration or termination of the Term of this Lease.

ARTICLE IX
SIGNS, STORE FRONTS AND ROOF

9.1 Tenant shall not, without the prior written consent of Landlord, (i) paint, decorate or make any changes to the store front of the Premises; (ii) install any exterior lighting, awning, or protrusions, or any exterior signs, advertising matter, decoration or painting; (iii) install any drapes, blinds, shades or other coverings on exterior windows and doors; (iv) affix any window or door lettering, sign decoration or advertising matter to any window or door glass; or (v) erect or install any signs, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, excepting only dignified displays of customary type in store windows. Tenant shall, if requested by Landlord, install at Tenant's expense an exterior sign conforming to the general appearance of other signs in Shopping Center and the Sign Criteria set forth in Exhibit "G" (if used). Tenant shall at all times keep all signs in good condition, in proper operating order and in accordance with all applicable government regulations. Use of the roof of the Premises is reserved to Landlord, and only Landlord may install upon the roof equipment, signs, antenna, displays, and other objects and may construct additional stories above the Premises, provided any such use does not unreasonably interfere with Tenant's occupancy of the Premises.

Any penetrations of or attachments to any part of the roof or any exterior wall of the building in which the Premises are located may be made only with Landlord's prior written approval, and if such approval is obtained, only by a contractor approved by Landlord in writing. If Tenant makes any unauthorized roof or wall penetrations or attachments at any time during the Term, then notwithstanding any provision of this Lease to the contrary, an event of default shall be deemed to have occurred without the requirement for Landlord to give Tenant any notice or opportunity to cure the same, and in addition to any other right which Landlord may have pursuant to the Lease, Landlord shall have the right to immediately remove or repair any such penetrations or attachments, at Tenant's sole cost, and Tenant shall promptly pay such cost to Landlord and also pay Landlord a service fee of [redacted] to reimburse Landlord for its time incurred in repairing the damage.

If Landlord should undertake any remodeling or renovation of the Shopping Center which requires modification of Tenant's signs, then Tenant shall, if required by Landlord, conform to the standard Sign Criteria used for such remodeling or renovation.

ARTICLE X
UTILITIES

10.1 Landlord agrees to cause to be provided such mains, conduits and other facilities necessary to supply electricity, water, sewer, telephone and gas (if available) to the Premises, in accordance with and subject to any special provisions contained in Exhibit "C".

10.2 Tenant shall promptly pay all charges for electricity, water, sewer, telephone, gas (where applicable), and chilled water service (where applicable) furnished to the Premises, to the provider of the service and shall indemnify Landlord in the event that Landlord pays any of such charges on behalf of Tenant. Landlord may, if it so elects, furnish one or more of such services to Tenant, and, in such event, Tenant shall purchase such services as are tendered by Landlord and shall pay for such services at the rates established therefor by Landlord, provided that such rates shall not exceed the rates which would be charged for the same service if furnished directly to Tenant by the applicable public utility then furnishing such service. In the event that at any time during the Term, or any extensions and renewals thereof, Tenant shall fail to promptly pay any of the foregoing charges, Landlord shall have the right, but not the obligation, to pay such charge or charges for and on behalf of Tenant and such amounts so paid shall be deemed to be Additional Rent hereunder and shall be payable by Tenant to Landlord upon demand.

10.3 Landlord has advised Tenant that presently Cobb EMC ("Electric Service Provider") is the utility company selected by Landlord to provide electricity service for the Shopping Center. Notwithstanding the foregoing, if permitted by Law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service (each company shall hereinafter be referred to as an "Alternate Service Provider" or continue to contract for service from the Electric Service Provider.

10.4 Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to Electric Service Provider's electric lines, feeders, risers, wiring, and any other machinery within the Premises.

10.5 Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises 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.

ARTICLE XI
INDEMNITY AND NON-LIABILITY

11.1 Subject to Section 11.4 hereinbelow, except to the extent caused by Landlord's negligence, Tenant shall and does hereby indemnify, protect, defend and save harmless Landlord and its partners, officers, directors, shareholders, employees and agents from and against any and all liability for any injury to or death of any person or persons or any damage to property and any other claims, judgments, penalties, fines, liabilities, loss, damages or expenses in any way arising out of or connected with the condition, maintenance, use or occupancy of the Premises or any occurrence in the Premises, or in any way arising out of the activities in the Premises, Common Areas or other portions of the Shopping Center, of the Tenant or its assigns or sublessees or their respective agents, employees,

Please Initial

AP GM

licensees, concessionaires or invitees, and from all costs, expenses and liabilities, including court costs and reasonable attorneys' fees, incurred by Landlord or any other indemnified party in connection therewith. This indemnification shall survive the expiration or earlier termination of the Term of this Lease.

11.2 Tenant covenants and agrees that Landlord shall not be liable to Tenant for any injury to or death of any person or persons or for damage to any property of Tenant, or any person claiming through Tenant, or for any other loss, damages or expenses arising out of any accident or occurrence on the Premises or any other portion of Shopping Center, whether due to Landlord's negligence or otherwise, including injury, death or damage caused by the Premises or other portions of Shopping Center becoming out of repair or caused by any defect in or failure of equipment, pipes, or wiring, or caused by broken glass, or caused by the backing up of drains, or caused by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Premises, or caused by fire or smoke, or caused by the acts or omissions of other tenants of Shopping Center.

11.3 Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building in the Shopping Center or any of the equipment, machinery, utilities, appliances or apparatus therein.

11.4 Notwithstanding any other provision of this Lease, each of Landlord and Tenant hereby releases and covenants not to sue the other and its partners, officers, directors, shareholders, employees and agents from liability for any loss or damage to the releasing party's property or business, including property of others within the releasing party's care, custody and control, and Tenant hereby releases and covenants not to sue each other tenant of premises in the Shopping Center who grants the same release and covenant not to sue of Tenant and its partners, officers, directors, shareholders, employees and agents from liability for any loss or damage to Tenant's property or business. The releases and covenants not to sue contained or provided for in this section shall apply notwithstanding the fault or negligence of Landlord or Tenant or any other tenant of premises in the Shopping Center or anyone for whom any of them may be responsible. Each of Landlord and Tenant agrees that its insurance policies with respect to the Premises or the Shopping Center will contain a waiver by the insurer of subrogation against the other party to this Lease and any tenant of premises in the Shopping Center and any of their respective partners, officers, directors, shareholders, employees and agents. For purposes of this Section 11.4, Tenant's Work shall be considered to be the property of Tenant.

ARTICLE XII
LIABILITY INSURANCE

12.1 Tenant shall, at its sole cost and expense, procure and maintain throughout the Term (i) commercial general liability insurance written on an occurrence basis including personal injury, bodily injury, broad form contingent, fire, legal liability, personal injury of employees, products completed operations, care, custody and control and, if alcoholic beverages are to be sold, gifted, distributed or used in the Premises, dram shop liability, and contractual liability with a cross liability clause and a severability of interests clause to cover Tenant's indemnity and including an endorsement if necessary to provide coverage of personal injury and defense for a third party, all in limits of not less than $2,000,000.00 inclusive per occurrence or, upon Landlord's request, such higher limits as shall become customary under new leases of comparable premises, (ii) Worker's Compensation and Employer's Liability Insurance, with a waiver of subrogation endorsement, in form and substance required by applicable law, and (iii) in the event Tenant performs any improvements or alterations to the Premises, Builder's Risk insurance on an "All Risk" basis (including collapse) on a completed value (non-reporting) form for full replacement value covering all work incorporated in the Premises and all materials and equipment in or about the Premises, (iv) Improvements and Betterments Insurance covering Tenant's Work, (v) Business Interruption insurance sufficient to reimburse Tenant for rent in the event of a casualty to, or temporary taking of, the Premises, and (vi) upon Landlord's request, any other coverages that become customary under new leases of comparable premises. Such policies shall be written by an insurance company or companies reasonably satisfactory to Landlord. Such policies shall name Landlord and any designee of Landlord as an additional insured, including coverage of the partners, officers, directors, shareholders, employees and agents of each additional insured, and shall be considered as primary coverage and not as excess or contributing to any other insurance that may be available to the additional insured. Such policies shall be non-cancelable and non-amendable except after ten (10) days' written notice to Landlord and designees of Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord, together with evidence of payment of the premium therefor, prior to the Rent Commencement Date and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms.

12.2 Notwithstanding the foregoing, Tenant shall submit all certificates of insurance to Landlord, for Landlord's approval, at the time Tenant executes this Lease.

ARTICLE XIII
DAMAGE BY CASUALTY

13.1 Tenant shall give immediate written notice to Landlord of any damage to the Premises caused by fire or other casualty, and if Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises, provided that such casualty was not caused by the actions of Tenant. Notwithstanding the foregoing, in the event that (i) the insurance proceeds payable in connection with such damage and destruction shall be insufficient to make such restoration, (ii) the building in which the Premises are located shall be destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (iii) said building shall be destroyed or rendered untenantable by any casualty to the extent of at least fifty percent (50%) of the Gross Rentable Area of said building, (iv) Landlord shall not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, or (v) the holder of any mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof which encumbers Landlord's interest hereunder or in the Premises shall require that such proceeds shall be applied against any indebtedness owed to such holder, Landlord shall have the right to terminate this Lease by written notice of termination to Tenant given within ninety (90) days after the date occurrence of such casualty. In addition to Landlord's rights as set forth in the preceding sentence, in the event the Premises are partially or totally damaged or destroyed by a casualty at

any time during the last twelve (12) months of the initial Term, or within the last twelve (12) months before the expiration of any Option Period, and in either event, the cost of repair exceeds the product of one thousand (1,000) times the number of months remaining in the Term, Landlord or Tenant may elect to terminate this Lease by giving notice to the other within thirty (30) days after the occurrence of such casualty; provided, however, Landlord's termination pursuant to this sentence will be cancelled automatically if Tenant elects to exercise its next succeeding Renewal Option, if any, within ten (10) days following Landlord's election to terminate and the deadline by which Tenant could otherwise exercise the Renewal Option has not previously expired

13.2 Landlord's obligation to rebuild and repair the Premises under this Article XIII shall in any event be limited to restoring Landlord's Work, as set forth in Exhibit "C," to substantially the condition in which the same existed prior to the casualty, and Tenant agrees that promptly after the completion of such work by Landlord, Tenant will proceed with reasonable diligence and at its sole cost and expense to restore Tenant's Work and all alterations, additions and improvements done by Tenant within the Premises to substantially the condition in which the same existed prior to the casualty.

13.3 Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent practicable. During the period from the occurrence of a casualty until Landlord's repairs are completed, the Minimum Guaranteed Rent (but not Percentage Rent) shall be reduced and abated in proportion to the amount of Gross Rentable Area of the Premises which is rendered untenantable as a result of such casualty; provided, however, that if such damage or destruction is caused by the intentional or negligent acts or omissions of Tenant, its assignees, sublessees, servants, agents, employees, invitees, licensees, or concessionaires, or the servants, agents, employees, invitees, licensees, or concessionaires of Tenant's assignees or sublessees, then, and in that event, the Minimum Guaranteed Rent shall not abate. Tenant shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

13.4 Tenant agrees at all times at its expense to keep its merchandise, fixtures, Tenant's Work, all alterations, additions and improvements done by Tenant within the Premises and Tenant's other property situated within its Premises insured by "All Risk" insurance in an amount equal to its full replacement value. Such insurance shall be carried with companies reasonably satisfactory to Landlord. Such insurance shall be non-cancelable and non-amendable except after ten (10) days written notice to Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord, together with evidence of payment of the premium therefor, prior to the Rent Commencement Date and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. The proceeds of such insurance shall be payable to Landlord and Tenant, jointly, for use by Tenant only, except with the consent of Landlord, for the repair or replacement of merchandise, fixtures, Tenant's Work, or other property which was situated within the Premises.

13.5 In the event that fifty (50%) percent or more of the Gross Rentable Area of the Shopping Center shall be destroyed or substantially damaged by any casualty, notwithstanding that the Premises may be unaffected by such casualty, Landlord may, terminate this Lease by giving to Tenant thirty (30) days prior written notice of Landlord's election to do so, which notice shall be given, if at all, within ninety (90) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XIV
EMINENT DOMAIN

14.1 If more than ten (10%) percent of the Gross Rentable Area of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall terminate upon the election of either party effective on the date possession of a portion of the Premises is taken by the condemning authority.

14.2 If less than ten (10%) percent of the Gross Rentable Area of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall not terminate, or if more than (10%) ten percent of the Gross Rentable Area of the Premises is so taken and this Lease is not terminated in accordance with Section 14.1, then in either of such events the Minimum Guaranteed Rent (but not Percentage Rent) payable hereunder during the unexpired portion of the Term shall be reduced by the percentage which the area taken bears to the area of the Premises prior to the date possession of such portion of the Premises is taken by the condemning authority.

14.3 If any portion of the Common Areas should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall not terminate, nor shall the rent payable hereunder be reduced, nor shall Tenant be entitled to any part of the award made for such taking, except that either Landlord or Tenant may terminate this Lease if the area of the Common Areas remaining following such taking, plus any additional parking area provided within a reasonable time by Landlord in reasonable proximity to Shopping Center, shall be less than seventy (70%) percent of the original area of the Common Areas.

14.4 Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the date by which both Landlord and Tenant are notified of such taking or such sale, and, in the event that neither Landlord nor Tenant shall so exercise such election to terminate this Lease, then this Lease shall continue in full force and effect.

14.5 If this Lease is not terminated following any condemnation, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work necessary to make the Premises an architectural whole, and Tenant agrees that promptly after completion of such work by Landlord, Tenant will proceed with reasonable diligence and at its sole cost and expense to make all necessary repairs or alterations within the scope of Tenant's Work and all alterations,

additions and improvements done by Tenant within the Premises necessary to make the Premises an architectural whole.

14.6 All compensation awarded for any taking (or the proceeds of private sale under threat thereof), whether for the whole or a part of the Premises, shall be the property of Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the taking of Tenant's fixtures and personal property within the Premises if a separate award for such items is made to Tenant.

ARTICLE XV
ASSIGNMENT AND SUBLETTING

15.1 Tenant shall not assign or transfer all or any portion of its interest in this Lease or in the Premises, or sublet all or any portion of the Premises, without the prior written consent of Landlord. Any assignment or sublease without Landlord's prior written consent shall be voidable, and, at Landlord's election, shall constitute a default of Tenant hereunder. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights with respect to any subsequent assignment or subletting. If Tenant or the owner of any controlling percentage of ultimate beneficial ownership of Tenant is a partnership, a withdrawal or change (voluntary, involuntary, or by operation of law) of any partner owning twenty percent (20%) or more of the partnership, or the dissolution or liquidation of the partnership, shall be deemed an assignment of this Lease. If Tenant consists of more than one person, a purported assignment (voluntary, involuntary, or by operation of law) from any of such persons to any other person or entity shall be deemed an assignment of this Lease. If Tenant or the owner of any controlling percentage of ultimate beneficial ownership of Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of the corporation, or the sale or other transfer of the controlling percentage of the capital stock of the corporation, or the sale of fifty-one percent (51%) of the value of the assets of the corporation, shall be deemed an assignment of this Lease. The phrase "controlling percentage" means with respect to a partnership, 20% or more of the partnership, and with respect to a corporation, the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of the corporation's capital stock issued, outstanding and entitled to vote for the election of directors. The foregoing provision shall not apply to corporations, the stock of which is regularly traded through an exchange or over the counter. The term "sublet" shall be deemed to include the granting of licenses, concessions, and any other rights of occupancy of any portion of the Premises, excepting only customary leased department arrangements under which such leased department is not operated under a separate name and is held out to the public as an integral part of the Premises. The gross sales of each such leased department shall be deemed a part of Tenant's Gross Sales for the purpose of determining percentage rent payable by Tenant to Landlord.

15.2 Tenant shall not mortgage, pledge or otherwise encumber its interest under this Lease. **IT IS THE EXPRESS INTENT OF THE PARTIES THAT A LANDLORD/TENANT RELATIONSHIP IS ESTABLISHED BY THIS LEASE, THAT TENANT HAS A USUFRUCT PURSUANT TO THIS LEASE, AND THAT NO ESTATE FOR YEARS OR OTHER ESTATE SHALL PASS OUT OF LANDLORD AS A RESULT OF THIS LEASE.**

15.3 In no case may Tenant assign any options granted to Tenant hereunder, all such options being deemed personal to Tenant and exercisable by Tenant only.

15.4 Any request by Tenant for approval to sell or sublet the Premises or to transfer or assign Tenant's interest in this Lease, shall be accompanied by a processing charge in the amount of [redacted] Any consent by Landlord to an assignment, sublease or other transfer of this Lease shall be deemed conditioned upon the following: (i) at the time of the assignment or subletting, any default of Tenant hereunder shall be cured, and (ii) delivery to Landlord of a writing in form and substance reasonably satisfactory to Landlord pursuant to which any assignee expressly assumes all obligations of Tenant hereunder or any sublessee expressly acknowledges that it is subject to all terms of this Lease. If the rents or other charges to be paid by such assignee or sublessee for or under such assignment or sublease exceed the rents payable hereunder, Tenant shall pay the excess to Landlord when such rent or other charge is paid by the assignee or sublessee, as Additional Rent. Notwithstanding Landlord's consent to any sublease or assignment, Tenant and Guarantor and any predecessor to Tenant that has not been expressly released from liability hereunder shall remain fully liable under this Lease and shall not be relieved of any of the obligations or covenants of the tenant hereunder. Tenant shall not in any way modify a sublease previously consented to without Landlord's prior written consent.

ARTICLE XVI
TAXES

16.1 Tenant shall be liable for and shall pay all taxes levied against personal property, fixtures, and Tenant's Work in the Premises as Additional Rent; if such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of any such items and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand, as Additional Rent, that part of such taxes for which Tenant is liable hereunder.

16.2 Tenant shall pay as Additional Rent, its Proportionate Share of all real estate or equivalent taxes and assessments, regardless of how designated, including but not limited to, any general or special assessments, water and sewer rents and other governmental impositions imposed, levied and/or assessed upon the Shopping Center of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the Term be levied, assessed or imposed on or against the Shopping Center or any portion for each calendar year beginning with the Rent Commencement Date and during the Lease Term and any renewals or extensions thereof, together with Tenant's Proportionate Share of the reasonable cost of any contest of such taxes, assessments and charges or the assessed valuation of the Shopping Center that Landlord may pursue in its sole discretion, including fees and disbursements of attorneys, tax consultants, arbitrators, appraisers, experts and other witnesses (hereinafter called the "Taxes"). The Taxes shall be appropriately pro-rated during the first and last years of the Lease Term if such years are less than full calendar years. The Proportionate Share to be paid by Tenant shall be

the percentage computed by dividing the Gross Rentable area (expressed in square feet) of the Premises by the Gross Rentable Area (expressed in square feet) of the buildings located in the Shopping Center; provided, however, in the event that any tenant or other occupant is separately assessed for Taxes, then for purposes of determining Tenant's proportionate Share of Taxes, the denominator of the fraction described in this sentence shall be the Gross Rentable Area (expressed in square feet) of the buildings located in the Shopping Center less the Gross Rentable Area (expressed in square feet) of buildings which are separately assessed. Tenant shall make monthly or other periodic payments, as billed by Landlord, based upon the estimated annual Taxes, payable in advance but subject to adjustment after receipt of the tax statement by Landlord. Taxes shall also include Tenant's Proportionate Share of the real estate taxes, assessments, and governmental charges attributable to the offsite (i.e. not on the Shopping Center) retention/detention facilities serving the Shopping Center and any offsite access ways that are burdened by an easement benefiting the Shopping Center.

16.3 In addition to Taxes, Tenant shall pay as Additional Rent, with each installment of Fixed Minimum Rent, any applicable sales, use, or rent tax or other tax imposed upon rent or other payments under this Lease or imposed upon Landlord based upon rent or other payments by Tenant to Landlord; however Tenant shall not be required to pay any income tax of Landlord.

ARTICLE XVII
DEFAULTS AND REMEDIES

17.1(a) If Tenant fails to keep or perform any covenant or provision of this Lease (except payment of any installment of rent or other charge or money obligation herein required to be paid by Tenant) or violates any such covenant or provision, Landlord may without notice and in addition to any other remedies at law or in equity or elsewhere in this Lease provided, enjoin Tenant from any such failure or violation hereunder.

(b) If, except as otherwise provided in Sections 8.2, 8.6 and 10.2 hereof, Tenant fails to keep or perform any covenant or provision of this Lease (except the payment of any installment of rent or other charge or money obligation herein required to be paid by Tenant) or violates any covenant or provision, and such failure or violation shall continue for a period of ten (10) days after written notice by Landlord, or in case of a failure or violation which cannot with due diligence be cured within a period of ten (10) days, if Tenant fails to cure such failure or violation promptly after the service of such notice and with all due diligence, then Landlord may in addition to any other remedies at law or in equity or elsewhere in this Lease provided, cure or prosecute the curing of such failure or violation at reasonable expense, which expense shall be deemed to be Additional Rent hereunder and shall be paid to Landlord by Tenant on demand. Tenant agrees that in the event of any failure or violation covered by this Section 17.1 and Landlord's failure to give notice or to exercise any rights under this Section 17.1, all rights of Landlord under this Section 17.1 may be exercised by persons acting on behalf of Landlord, under authority granted by Landlord, with full right of reimbursement as provided hereunder. Tenant agrees that neither Landlord nor any such person acting on Landlord's behalf shall be liable for any loss or damage suffered by Tenant resulting from the exercise of the rights granted under this section.

17.2 Any installment of rent or any other charge or money obligation herein required to be paid by Tenant which is not received by Landlord by 5:00 p.m. on the date when due shall bear interest at the rate of eighteen (18%) percent per annum or at the maximum rate allowed by law, whichever is less, from the due date until paid, and Landlord may treat any such charge or money obligation as Additional Rent hereunder. If Tenant fails to pay any installment of Rent of any other charge or money obligation herein required to be paid by Tenant that is not received by Landlord within five (5) days after the due date, then Tenant shall, in addition, pay a service charge of $10.00 per day for each day thereafter that such sum remains past due, and Landlord may treat such charge as Additional Rent hereunder. However, the provision in this lease for interest and service charge in no way extends the deadline for Tenant to pay rent. In addition, Tenant shall pay to Landlord as Additional Rent $25.00 for each check presented to Landlord in payment of any obligation hereunder that is not paid when first presented to the bank upon which such check is drawn. If Tenant is late in paying any installment of rent(s) more often than two (2) times in any calendar year or if any check tendered by Tenant is not honored when first presented, Landlord shall have the right to require Tenant to make all further payments by wire transfer or cashier's check.

17.3 The happening of any one or more of the following shall be deemed to be an event of default under this Lease:

(a) Tenant or any Guarantor shall cease doing business as a going concern; Tenant or any Guarantor shall make an assignment for the benefit of its creditors; Tenant or any Guarantor shall generally not pay its debts before they become due or admit in writing its inability to pay its debt as they become due;

(b) The levying of a writ of execution or attachment on or against the property of Tenant within the Premises and the same not being released or discharged within fifteen (15) days thereafter;

(c) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant or a Guarantor, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant or a Guarantor, and said proceedings not being dismissed, and any receiver, trustee or liquidator appointed therein not being discharged within fifteen (15) days after the institution of such proceedings;

(d) The doing, or permitting, of any act by Tenant which creates a lien against the land or building of which the Premises are a part and the same not being released within fifteen (15) days after the lien is filed;

(e) Failure of Tenant to cause Landlord to receive payment of any installment of rent or other charge or money obligation herein required to be paid by Tenant to Landlord by 5:00 p.m. on the date when such payment is due and payable;

(f) Default for failure to operate the Premises as provided in Section 7.4 hereinabove;

Please Initial



(g) Except as otherwise provided in this Section 17.3, failure of Tenant to comply with any covenant or provision of this Lease (except payment of any installment of rent or other charge or money obligation herein required to be paid by Tenant to Landlord) within thirty (30) days after written notice of such failure to comply is given by Landlord, or if it is not feasible to cure such failure within such period, to begin performance of such covenant within such period and to diligently pursue performance to completion in a reasonable time thereafter;

(h) Any representation, warranty, or statement made by Tenant, in this Lease or in any other information provided by Tenant or any Guarantor to Landlord with respect to the identity, net worth, liabilities, assets, business or financial condition of Tenant or any Guarantor, or any other matter, shall prove to be untrue or misleading; or

(i) Any transfer of any interest of Tenant prohibited under this Lease by operation of law.

(j) Failure to provide a new guarantor satisfactory to Landlord, in its sole discretion, within thirty (30) days after the death of any Guarantor; or

(k) The violation by Tenant or any Guarantor (or any affiliate of Tenant or any Guarantor) under any other lease or agreement (to include a guaranty) with Landlord that is not cured within the permitted period, if any, provided by such lease or agreement. As used herein, "affiliate" shall mean shall mean any entity that is Tenant's or Guarantor's parent company, subsidiary company, or affiliated company. As used herein, (i) "parent company" shall mean a company which owns a majority of Tenant's or Guarantor's voting equity, (ii) "subsidiary company" shall mean a company at least a majority of whose voting stock is owned by Tenant or Guarantor, and (iii) "affiliated company" shall mean a company at least a majority of whose voting stock is owned by the parent company.

For purposes of subsections (a), (c) and (h) hereinabove, Tenant shall be deemed to include any predecessor to Tenant's interest under this Lease that has not been expressly released from its obligations under this Lease.

17.4 Upon the occurrence of any of such events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease by giving Tenant notice of the termination, in which event this Lease shall terminate on the date specified in the notice of termination, and Tenant shall surrender the Premises to Landlord on the date specified in the notice. Landlord may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and expel and remove any and all property located in or about the Premises, all by force, if necessary. Landlord may recover from Tenant all amounts previously due under this Lease and all damages Landlord may incur by reason of Tenant's breach, including the cost of recovering the Premises, reasonable attorneys' fees, and the worth at the time of such termination (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds or, if such rate is no longer available, a comparable rate designated by Landlord) of the excess, if any, of the amount of all Minimum Guaranteed Rent and other rent to be paid under this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remaining portion of the Term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

(b) With or without terminating this Lease (disregarding whether the Lease terminates as a matter of law) enter upon and take possession of the Premises, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and expel and remove any and all property located in or about the Premises, all by force, if necessary, and, if Landlord so elects, make such alterations (including alterations of locks and security devices) and repairs as may be necessary to relet the Premises and, if Landlord so elects, relet the Premises or any part thereof, in Landlord's name, at such rent and for such term and subject to such terms and conditions as Landlord may deem advisable in its sole discretion. Upon any such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any damages by reason of Tenant's breach other than as described below and any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and reasonable attorneys' fees and reasonable costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Tenant agrees to pay to Landlord on demand any deficiency in payment of the rent payable hereunder after application of any rentals received from any reletting. Actions to collect amounts payable by Tenant may be brought from time to time, on one or more occasions for rent that has accrued up to that time, without waiting until expiration of the Term. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach, but Tenant shall remain liable following such termination as set forth in this Section 17.4(b).

(c) Not terminate this Lease and declare immediately due and payable, in addition to all amounts previously due, the worth at the time (discounted at a rate equal to the then average rate of Moody's "AAA" rated corporate bonds or, if such rate is no longer available, a comparable rate designated by Landlord) of all Minimum Guaranteed Rent and other rent to be paid under this Lease for the remainder of the Term; provided that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of the Term.

In determining the rent which would have been payable by Tenant hereunder through the Term upon termination on account of a default, the Minimum Guaranteed Rent shall be payable in the amount provided in this Lease, Tenant's monthly shares of the Common Area Expense and the Taxes shall be deemed equal to the shares for the month prior to the default and the annual amount of Percentage Rent shall be deemed to be equal to the average annual Percentage Rent paid by Tenant from the Rent Commencement Date to the time of default, or during the preceding two (2) calendar years, whichever period is shorter.

(d) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, or in equity, including an action for specific performance requiring Tenant to perform any or all of its obligations hereunder, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the

Please Initial



violation of any of the covenants and provisions herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord's acceptance of rent following a default hereunder shall not be construed as a waiver of such default. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting after any event of default to Landlord's exercise of dominion over Tenant's property within or about the Premises. All claims for damages by reason of such re-entry or repossession or alteration of locks or other security devices are hereby waived by Tenant, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to a judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings as Landlord may elect, and Landlord shall not be liable in trespass or otherwise with respect to any re-entry. No custom or practice between Landlord and Tenant shall be construed to waive Landlord's right to insist upon strict performance of the terms of this Lease.

17.5 If, because of any breach or default by Tenant in Tenant's obligations hereunder, Landlord shall employ an attorney to enforce or defend any of the Landlord's rights or remedies hereunder, Tenant agrees to pay reasonable attorneys' fees in the amount of fifteen percent (15%) of the principal and interest due.

17.6 To the extent permitted by laws, Landlord and Tenant each hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Lease or relating to this Lease and agrees that any such action or proceeding shall be tried before a court and not before a jury. Tenant hereby waives any right to defend an action for nonpayment of rent by a tender of past-due rent. Tenant covenants and agrees that Tenant shall not interpose any counterclaim or claim for offset or deduction in any summary proceeding brought by Landlord to recover possession of the Premises. These waivers are made freely and voluntarily, without duress, and only after each of the Landlord and Tenant has had the benefit of advice from legal counsel.

17.7 Landlord hereby acknowledges receipt from Tenant of the Advance Deposit set forth in Section 1.1(i). which shall be applied to the first accruing installments of rent. Landlord further acknowledges receipt from Tenant of the Security Deposit as set forth in Section 1.1(j) which shall be held by Landlord without interest as security for this Lease, it being expressly understood that such deposit is not an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein, or provided by law, use the Security Deposit to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease.

17.8 If Tenant is in default of its obligations under this Lease more than two (2) times within any twelve (12) month period, irrespective of whether or not such default is timely cured, then, without limiting Landlord's other rights and remedies provided for in this Lease or at law or equity, the Security Deposit shall automatically be increased by an amount equal to the greater of (a) three (3) times the original Security Deposit; or (b) three (3) month's Minimum Guaranteed Rent, which shall be paid by Tenant to Landlord forthwith on demand.

17.9 For valuable consideration and as security for the payment of Rent and other payments required to be made by Tenant and the obligations to be performed by Tenant under this Lease, Tenant hereby grants to Landlord a security interest in Tenant's merchandise, inventory, trade fixtures and Tenant's other equipment, fixtures, and personality now or hereafter placed in the Premises, liquor licenses and all Tenant's future accounts receivable generated by Tenant's business in the Premises during the Term of this Lease and all renewals and extensions thereof. The security interest granted in this Section 17.9 shall also apply to the proceeds of any of the above described collateral. Tenant covenants that the security interest granted to Landlord herein is superior to (and not subject to) all other security interests in the aforementioned collateral, and Tenant covenants that it has not previously granted to anyone a security interest in any of the described collateral and that such collateral is solely owned by Tenant. Tenant further covenants not to remove any of its trade fixtures or other property covered by this security agreement from the Premises without the prior written consent of the Landlord, except for inventory, which may be removed by means of bona fide sales of such inventory in the ordinary course of business. Upon the occurrence of any event of default by Tenant under this Lease, Landlord shall have the remedies of a secured party under the laws of the State in which the Shopping Center is located, including, without limitation, the right to take possession of the collateral, and for that purpose Landlord may enter upon the Premises and remove said collateral therefrom. Landlord shall give Tenant at least five (5) days prior written notice of any public sale thereof or of the date after which any private sale of any other intended disposition is to be made, and at any such public or private sale, Landlord may purchase the collateral. Tenant acknowledges that this Lease shall constitute a security agreement which creates a security interest in favor of Landlord and which may be perfected by the filing of a financing statement. Tenant hereby authorizes Landlord to so file any such financing statement without any notice, and within ten (10) days of written request from Landlord, Tenant shall execute and deliver to Landlord such other documents that may be required to perfect the security interest of Landlord granted herein. This Section 17.9 and the security interests in the collateral created hereby shall be terminated when all of the Rent and other payments and all obligations of Tenant becoming due during the Term of this Lease, and all renewals or extensions thereof, shall have been fully paid and performed. The provisions of this Section 17.9 shall survive the expiration or sooner termination of this Lease.

17.10 Landlord shall in no event be in default of the performance of any of its obligations under this Lease unless Landlord has failed to perform such obligation or commence and diligently pursue performance of such obligation within thirty (30) days after written notice of an alleged failure to perform is given by Tenant.

Please Initial



17.11 Tenant further waives any right to remove any summary proceeding brought by Landlord to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to such summary proceeding.

ARTICLE XVIII
TENANT'S BANKRUPTCY

18.1 Tenant acknowledges that this Lease is a commercial lease of premises in a shopping center. Tenant agrees that Tenant, as the debtor in possession, or the trustee for Tenant (the "Trustee"), in any proceeding under the United States Bankruptcy Code (the "Bankruptcy Code") shall not seek or request any extension of time to assume or reject this Lease or to perform any obligations of this Lease which arise from and after an order of relief.

18.2 If the Trustee proposes to assume or to assign this Lease or sublet the Premises to any person which shall have made a bona fide offer to accept an assignment of this Lease or a subletting on terms acceptable to the Trustee, then the Trustee shall give Landlord written notice setting forth an address of such person and the terms and conditions of such offer, no later than twenty days after receipt of such offer, but in any event no later than ten days prior to the date on which the Trustee makes application to the bankruptcy court for authority and approval to enter into the assumption and assignment or subletting. Landlord shall have the prior right and option, to be exercised by written notice to the Trustee given any time prior to the effective day of such proposed assignment or subletting, to accept an assignment of this Lease and subletting of the Premises upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment or subletting of this Lease.

18.3 The parties agree that for the purposes of the Bankruptcy Code relating to (i) the obligation of the Trustee to provide adequate assurance that the Trustee will "promptly" cure defaults and compensate for actual pecuniary loss, the word "promptly" shall mean that cure of defaults and compensation will occur no later than sixty (60) days following the filing of any motion or application to assume this Lease; and (ii) the obligation of the Trustee to compensate or to provide adequate assurance that the Trustee will promptly compensate Landlord for "actual pecuniary loss," the term "actual pecuniary loss" shall mean, in addition to any other provisions contained herein relating to Landlord's damages upon default, payments of rent, including interest at the rate provided for herein on all unpaid rent and obligations of Tenant to pay money under this Lease, all attorneys' fees and related costs and expenses of Landlord incurred in connection with any default of Tenant and in connection with Tenant's bankruptcy proceedings.

18.4 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising out of this Lease and each of the conditions and provisions hereof on or after the date of such assignment. Any such assignee shall upon the request of Landlord forthwith execute and deliver to Landlord an instrument in form and substance acceptable to Landlord confirming such assumption.

ARTICLE XIX
HOLDING OVER

19.1 If Tenant remains in possession of the Premises after the termination of this Lease and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance at a rent equal to all rent herein provided (including monthly Minimum Guaranteed Rent deemed to be the greater of the amount payable hereunder if the Lease had not been terminated or if the Lease had been extended pursuant to an option contained herein, or twice the amount payable for the last month prior to the termination) and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a tenant at sufferance and in no event shall there be any renewal of this Lease by operation of law.

ARTICLE XX
SUBORDINATION

20.1 This Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof which may now or hereafter affect Landlord's fee title to the Premises or Landlord's interest hereunder and to any modifications, renewals, consolidations, extensions, or replacements of any of the foregoing. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, Tenant, shall, upon demand at any time or times, execute, seal and deliver to Landlord, without expense to Landlord, any and all instruments in recordable form that may be requested by Landlord to confirm or evidence the subordination of this Lease and all rights hereunder to the lien of any such mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof, and each renewal, modification, consolidation, replacement, and extension thereof, and if Tenant shall fail at any time to execute, seal and deliver any such instrument, Landlord in addition to any other remedies available to it in consequence thereof, may execute, seal and deliver the same as the attorney in fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors and assigns, as such attorney in fact for that purpose.

In addition, Tenant shall, upon Landlord's request, at any time or times, execute, seal and deliver to Landlord without expense to Landlord, any and all instruments that may be necessary to make this Lease superior to the lien of any such mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof, and each renewal, modification, consolidation, replacement, and extension thereof, and, if Tenant shall fail at any time to execute, seal and deliver such instrument, Landlord in addition to any other remedies available to it in consequence thereof, may execute, seal and deliver the same as the attorney in fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors and assigns, such attorney in fact for that purpose.

20.2 (a) If the holder of any mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure

action or delivery of a new lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment.

(b) Upon the attornment provided for in subsection (a) above, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant, subject to all the terms, covenants, and conditions of this Lease; provided, however, that such holder, as successor landlord, shall not be liable for returning to Tenant, nor crediting against any rent due hereunder, any advance rentals previously paid by Tenant to Landlord or the Security Deposit unless such holder has acknowledged the receipt of the Security Deposit.

ARTICLE XXI
MERCHANTS ASSOCIATION

21.1 In the event that a merchants association is formed for the Shopping Center, Tenant agrees that it will join and maintain membership in such association. The objectives of such association shall be to advance the civic, social, commercial and economic welfare of its members and the general interest of the Shopping Center and its trade area. Tenant will pay such dues and assessments as may be fixed and determined from time to time by such association. Tenant shall also comply with such other by-laws, rules, and regulations as may be adopted from time to time by such association, and shall take such actions as may be necessary to remain in good standing in such association and shall cooperate in all of the activities of such association.

ARTICLE XXII
NOTICES

22.1 Whenever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be given to Landlord hereunder shall be deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or sent by nationally recognized overnight courier service, addressed to the Landlord at the address specified in Section 1.1(o). Any such notice or document required or permitted to be given to Tenant hereunder shall be delivered to the Premises or deposited in the United States Mail deemed effective when mailed or sent, postage prepaid, certified mail, return receipt requested, or sent by nationally recognized overnight courier service, addressed to Tenant at the address specified in Section 1.1(p).

ARTICLE XXIII
MISCELLANEOUS

23.1 Tenant agrees that upon the request of either Landlord or the holder of any first priority mortgage, deed to secure debt, deed of trust, or other security instrument in the nature thereof encumbering Landlord's interest hereunder or in the Premises, Tenant shall send to such holder copies of all notices sent to Landlord, such copies to be forwarded to such holder as and when such notices are sent to Landlord and at the mailing address from time to time provided to Tenant by either Landlord or such holder. In addition, Tenant agrees that it may not exercise any of its remedies on account of a default by Landlord under this Lease unless and until such holder shall have received written notice of such default from Tenant and a period of thirty (30) days after receipt of such notice for curing such default shall thereafter have elapsed.

23.2 The captions and the table of contents used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. Whenever the singular number is used the same shall include the plural, and words of any gender shall include each other gender. Wherever a listing is included in a provision of this Lease it shall be deemed to be included without limitation. Landlord and Tenant acknowledge that each of them has had an opportunity to review this Lease and agree that this Lease shall not be construed against Landlord merely because this Lease was prepared by Landlord's counsel.

23.3 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

23.4 Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed on the part of Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Premises; subject, however, to all of the terms, conditions and provisions of any and all deeds to secure debt, mortgages, restrictive covenants, easements and other encumbrances now or hereafter affecting the Shopping Center.

23.5 This Lease contains the entire agreement between the parties and no agreement, representation or inducement shall be effective to change, modify or terminate this Lease in whole or in part unless in writing and signed by the parties.

23.6 Tenant warrants that it has had no dealings with any broker other than Retail Planning Corporation, in connection with the negotiations or execution of this Lease, and Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any broker or agent other than Retail Planning Corporation, acting for Tenant with respect to this Lease. Retail Planning Corporation has acted as agent for Landlord with respect to this Lease and has not acted as agent for Tenant.

23.7 At any time and from time to time, Tenant, on or before the date specified in a request made by Landlord, which date shall not be earlier than ten (10) days from the making of such request, shall execute, acknowledge and deliver to Landlord or any person specified by Landlord a certificate evidencing whether or not:

(a) Tenant is in possession of the Premises;

(b) This Lease is in full force and effect;

(c) This Lease has been amended in any way (identifying any amendment with a true and correct copy attached);

(d) There are any existing defaults hereunder to the knowledge of Tenant and specifying the nature of such default, if any;

(e) Tenant contends there are any existing set-offs or defenses against enforcement of any right or remedy of Landlord or any duty or obligation of Tenant under this Lease (identifying such matter); and

(f) The date to which rent, including Percentage Rent, if any, has been paid.

Each certificate delivered pursuant to this Section 23.7 may be relied on by any prospective purchaser or transferee of the Shopping Center or of Landlord's interest hereunder or by any mortgagee of the Shopping Center or of Landlord's interest hereunder or by any assignee of any such mortgagee.

23.8 The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, assigns, successors in interest and legal representatives except as otherwise herein expressly provided.

23.9 Time is of the essence in this agreement.

23.10 The laws of the state where the Premises are located shall govern the interpretation, validity, performance, and enforcement of this Lease. If any provision of this Lease shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23.11 Tenant shall, on or before the last day of the Term hereof, or on the sooner termination hereof, peaceably and quietly leave, surrender and yield up unto Landlord the Premises, together with all alterations, additions, improvements, fixtures and equipment including air conditioning equipment, electrical equipment and plumbing fixtures, but excluding trade fixtures and other personal property of Tenant. Such alterations, additions, improvements, fixtures, and equipment to be in good order and repair, reasonable wear and tear, obsolescence, damage by fire or other casualty, acts of God, condemnation, civil riot and commotion excepted. Subject to Section 8.3 hereof, Tenant's trade fixtures and other personal property shall be removed by Tenant on or before the earlier of the last day of the Term hereof or the day Landlord takes possession of the Premises as Tenant's agent as permitted under Article XVII of this Lease. Upon the expiration of this Lease, or if the Premises should be abandoned by Tenant, or if this Lease should terminate for any cause, or if Tenant should be dispossessed after default, if at the time of any such expiration, abandonment, termination or dispossession, Tenant should leave any property of any kind or character in or on the Premises, the fact of such leaving of property in or upon the Premises shall be conclusive evidence of the intent by Tenant to abandon such property so left, and such leaving shall constitute abandonment of the property. Landlord, its agents or attorneys, shall have the right and authority without notice to Tenant to remove and destroy, store, sell, use, or otherwise dispose of, such property, or any part thereof, without being in any way liable to Tenant. The provisions of this subsection shall survive the expiration or earlier termination of the Term of this Lease.

23.12 Notwithstanding anything to the contrary contained in this Lease, Landlord shall have the right on one or more occasions to require that Tenant relocate from the Premises to a location in the Shopping Center designated by Landlord ("Relocated Premises") which shall contain approximately the same number of square feet as currently contained within the Premises (i.e. not more than 10% larger or smaller than the Premises), such relocation to be implemented in accordance with the terms and conditions set forth below. Landlord shall advise Tenant in writing as to the location of the Relocated Premises and the date on which Landlord will require that Tenant vacate the Premises and open for business in the Relocated Premises. Within thirty (30) days after receipt by Tenant of Landlord's notice, Tenant shall advise Landlord in writing whether Tenant agrees to relocate to the Relocated Premises in accordance with the provisions hereof. In the event Tenant notifies Landlord that Tenant is not willing to relocate within such thirty (30) day period, or fails to notify Landlord of its decision with respect to such relocation within such thirty (30) days, then at any time thereafter Landlord may cancel this Lease upon fifteen (15) days' prior written notice to Tenant, in which event this Lease will terminate on such date as though the date set forth in the letter of cancellation was fixed as the expiration date hereof, and Landlord shall have no further liability to Tenant as a result of such early termination. If Tenant timely agrees to so relocate after the above described notice from Landlord, then Landlord shall, at its sole cost and expense, commence and diligently proceed to complete all interior work as required to make the Relocated Premises similar to Tenant's existing Premises. As soon as such construction work is substantially completed in the Relocated Premises, Tenant shall physically relocate to such Relocated Premises and commence business therein not later than thirty (30) days after delivery of said Relocated Premises. Landlord shall reimburse Tenant's reasonable cost to move Tenant's equipment and inventory, as well as the costs to relocate Tenant's phone service and to replace any existing stationary, promotional and advertising materials if required. All other costs associated with the relocation shall be born by Tenant.

In any event, not later than the date specified in Landlord's above described notice, and regardless of whether Tenant shall be ready to move or to commence business in the Relocated Premises, Tenant shall vacate the Premises and peaceably surrender possession thereof to Landlord in accordance with the provisions hereof. Commencing as of the last day by which such relocation must be completed, or if sooner, the day Tenant commences business in the Relocated Premises, all of Tenant's right, title and interest in and to the Premises originally demised hereby shall cease and terminate and from and after such date the Relocated Premises shall be deemed demised hereunder in lieu of the Premises. In the event of a relocation, the parties shall enter into an amendment to this Lease which shall confirm the area and size of the Relocated Premises. The Minimum Guaranteed Rent and Percentage Rent shall automatically be amended to bear the same relationship to the Minimum Guaranteed Rent and Percentage Rent presently set forth in the Lease as the existing area of the Premises bears to the area of the Relocated Premises.

Please Initial



23.13 If any term, covenant, or condition 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, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23.14 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

23.15 In connection with any request from Tenant for Landlord execution of or consent to any document or instrument in connection with this Lease (other than in connection with any assignment of this Lease or subletting of the Premises pursuant to Article XV hereof), upon making the request, Tenant shall pay to Landlord a fee in the amount of [redacted] as reimbursement to Landlord for its internal costs and expenses incurred with respect to the review of such instrument. If Landlord, in its sole discretion, deems it necessary for any third party consultant or attorney to review such proposed instrument on its behalf, Tenant shall immediately deposit with Landlord the additional sum of [redacted] to cover Landlord's out-of-pocket costs and expenses incurred with respect to the review of such instrument. Tenant shall pay such fees to Landlord, as additional rent, whether or not Landlord approves or executes such instrument. Landlord's duty to approve the foregoing instrument presented by Tenant is in Landlord's sole discretion except to the extent this Lease expressly provides to the contrary.

23.16 Neither this Lease nor any memorandum thereof shall be filed or recorded in any public records without Landlord's express prior written consent.

23.17 As used in this Section, the following defined terms shall have the following meanings:

"**Anti-Money Laundering Laws**" shall mean laws, regulations and sanctions, state and federal, criminal and civil, that (i) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (ii) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; or (iii) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the "**Patriot Act**"), the Bank Secrecy Act, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

"**Antiterrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act.

"**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism".

"**Lists**" mean any lists published by OFAC, (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC) including the Specially Designated Nationals and Blocked Persons list.

"**OFAC**" is the Office of Foreign Assets Control, Department of the Treasury.

A "**Person**" is an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

"**Prohibited Person**" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control as its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list.

A "**U.S. Person**" is a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories.

"**USA Patriot Act**" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

"**Tenant**" shall mean Tenant, and its employees, principals, partners, subsidiaries, beneficial owners, members, managers, officers, directors, shareholders, agents, and contractors.

(a) Tenant hereby represents, warrants, and certifies to Landlord as follows:

(i) Tenant is not under investigation by any governmental authority for, nor has Tenant been indicted, arraigned, custodially detained, arrested for, charged with, or convicted of (A) money laundering, drug trafficking, or terrorist related activities, (B) any crimes which in the U.S. would be predicate crimes to money laundering, or (C) any violation of any Anti-Money Laundering Laws; Tenant has not been assessed civil or

Please Initial

GP JM

criminal penalties under any Anti-Money Laundering Laws; and Tenant has not had any of its funds seized or forfeited in any action under any Anti-Money Laundering Laws;

(ii) Tenant is not in violation of any Anti-Terrorism Law;

(iii) Tenant is not conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods, or services to or for the benefit of any Prohibited Person;

(iv) Tenant is not dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224;

(v) Tenant is not engaging in or conspiring to engage in any transaction that evades or avoids, or had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law;

(vi) Tenant is not a Prohibited Person, nor are any of its partners, members, managers, officers, or directors a Prohibited Person;

(vii) Tenant is in compliance with any and all applicable provisions of the Patriot Act;

(viii) Tenant is not listed on the Lists or engaged in illegal activities;

(ix) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and

(x) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

(b) Tenant shall immediately notify Landlord in writing should Tenant become aware any change in the truth and accuracy of the representations and warranties set forth herein. Upon Tenant becoming aware that any employee or contractor of Tenant is listed on the Lists or is engaged in illegal activities (including without limitation those set forth in subsection (a) hereinabove), Tenant, Tenant shall immediately remove such employee or contractor from employment at or in connection with the Premises.

(c) In addition to and without limitation of any restrictions on subleasing and assignment of the Premises contained herein, Tenant shall not sublease or assign the Premises or any portion thereof to any Person who is listed on the Lists or who is engaged in illegal activities (including without limitation those set forth in subsection (a) hereinabove). All subtenants and assignees of the Premises shall make the representations, warranties, and certifications contained in this Section to Landlord, and shall indemnify Landlord for all from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties by the indemnifying party.

(d) Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing representations, warranties, certifications and covenants.

23.18 Except as expressly set forth in the Lease, Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord shall determine in the exercise of its sole business judgment. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or occupant or number of tenants or occupants shall occupy any space in the Shopping Center.

23.19 In consideration of the Landlord's entry into this Lease, Guarantor shall guaranty payment and performance under the terms of the Lease by executing, contemporaneously with Tenant's execution of this Lease, a guaranty in the form attached hereto as Exhibit "D".

23.20 To the extent that the Special Stipulations set forth in Exhibit "F" conflict with any of the printed provisions of this Lease, such Special Stipulations shall control.

23.21 Any obligation which by its nature is due after this Lease expires or is terminated, shall survive the Lease's expiration or earlier termination.

23.22 The submission of this Lease for examination does not constitute an offer to lease. This Lease shall be effective only upon the occurrence of both (i) the execution and delivery of this Lease by both Landlord and Tenant, and (ii) the execution and delivery of a Guaranty in the form attached hereto as Exhibit "D" by the Guarantor(s), if any, identified in Section 1.1(v) of this Lease,.

ARTICLE XXIV
LIMITED LIABILITY OF LANDLORD

24.1 (a) **THE TERM "LANDLORD" AS USED IN THIS LEASE MEANS ONLY THE OWNER OR ENTITY FROM TIME TO TIME OWNING THE SHOPPING CENTER, SO THAT IN THE EVENT OF ANY SALE OR SALES THEREOF, THE LANDLORD WHO IS A GRANTOR IN ANY SUCH SALE SHALL BE AND HEREBY IS, WITHOUT FURTHER AGREEMENT, ENTIRELY FREED AND RELIEVED OF ALL THE OBLIGATIONS OF LANDLORD HEREUNDER ACCRUING AFTER THE DATE OF SUCH SALE. ANY SUCH SALE OR SALES OF THE PREMISES, UNLESS PURSUANT TO A FORECLOSURE SALE OR DEED IN LIEU OF FORECLOSURE, SHALL BE SUBJECT TO THIS LEASE AND IT SHALL BE DEEMED AND CONSTRUED WITHOUT FURTHER AGREEMENT THAT THE PURCHASER AT ANY SUCH SALE HAS ASSUMED AND AGREED TO CARRY OUT ANY AND ALL OBLIGATIONS OF LANDLORD UNDER THIS LEASE SO LONG AS SUCH PURCHASER SHALL BE THE OWNER OF THE SHOPPING CENTER.**

(b) IN ANY ARBITRATION, ADMINISTRATIVE PROCEEDING, OR OTHER LITIGATION COMMENCED AT LAW, IN EQUITY, OR OTHERWISE, PURSUANT TO, OR RELATING TO, THE PROVISIONS OF THIS LEASE, OR TENANT'S OCCUPANCY OF THE PREMISES, TENANT'S SOLE AND EXCLUSIVE REMEDY SHALL BE AGAINST THE OWNERSHIP INTEREST OF LANDLORD IN THE PREMISES AND THE SHOPPING CENTER, AND TENANT SHALL HAVE NO RECOURSE WHATSOEVER TO ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES. TENANT HEREBY COVENANTS THAT IT SHALL NEVER SUE, OR OTHERWISE PROSECUTE IN ANY WAY THE LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, WITH RESPECT TO ANY AND EVERY CLAIM, SUIT, CONTROVERSY, DEMAND, ACTION, OR CAUSE OF ACTION SEEKING THE RECOVERY OF ASSETS OWNED PERSONALLY AND INDIVIDUALLY BY LANDLORD OR THE GENERAL PARTNERS, MEMBERS OR SHAREHOLDERS OF LANDLORD, ITS MANAGING AGENT, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, OTHER THAN THE OWNERSHIP INTEREST OF LANDLORD IN THE PREMISES AND THE SHOPPING CENTER. THIS PROVISION APPLIES TO ANY CLAIM, OR COUNTERCLAIM BY THE TENANT, AND SUPERCEDES ANY MORE PERMISSIVE STATUTES, CASE LAW, RULES OR REGULATIONS IN THE APPLICABLE JURISDICTION.

IN WITNESS WHEREOF the parties have caused this Lease to be executed and sealed by themselves or their duly authorized representatives the day and year first above written.

Signed in the presence of

Witness

LANDLORD:

BARRETT PARKWAY HIGHWAY 41, LLC,
a Georgia limited liability company

By: Retail Planning Corporation, a Georgia corporation, its manager

By: _____
G. Owen Brown, President

(SEAL)

Witness

TENANT:

RISE UP, LLC, a Georgia limited liability company

By: _____
Its: Owner

[SEAL]

Please Initial

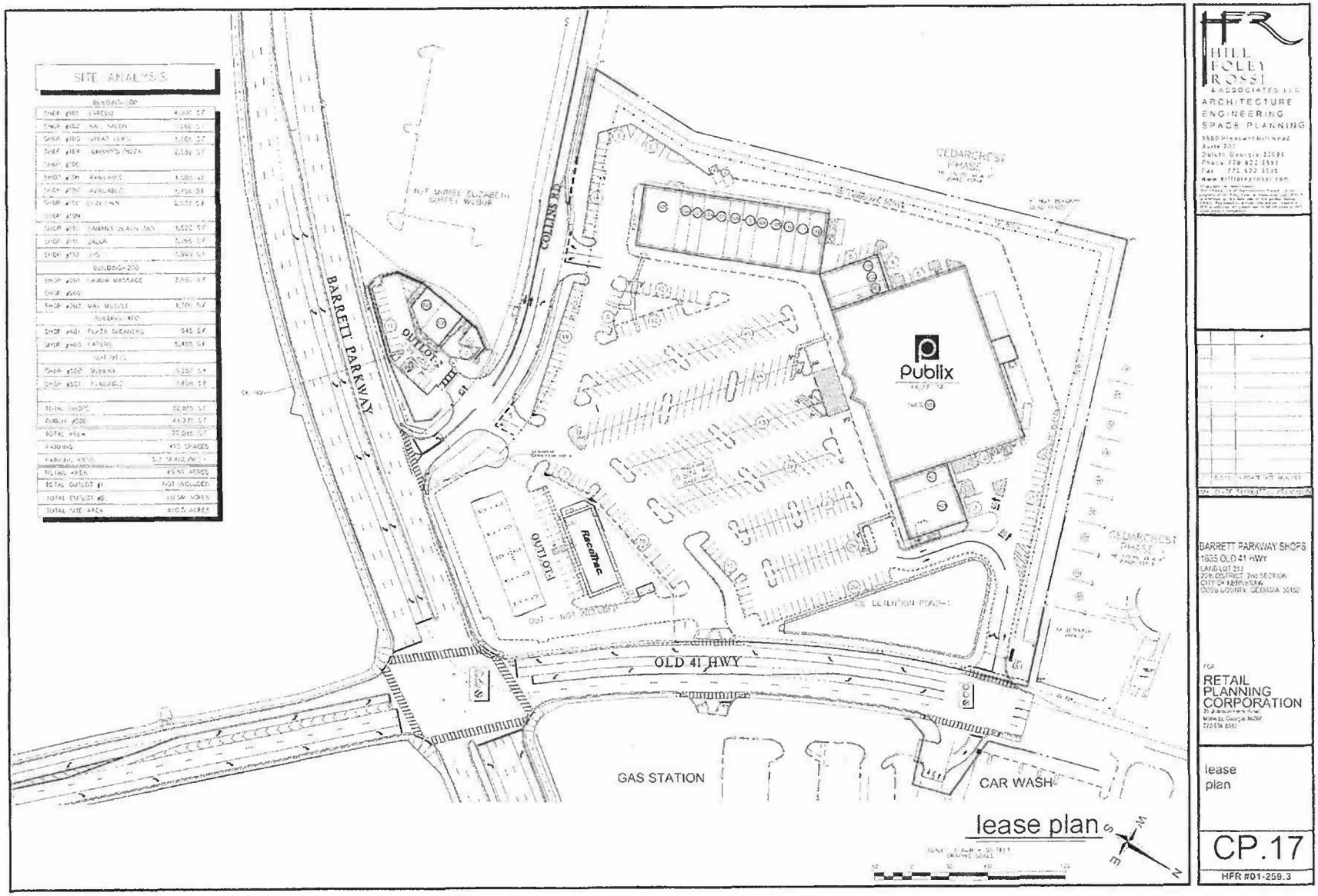
JM

EXHIBIT "A"

SHOPPING CENTER SITE PLAN

Please Initial





HILL FOLEY ROSSI & ASSOCIATES LLC
ARCHITECTURE
ENGINEERING
SPACE PLANNING

BARRETT PARKWAY SHOPS
1635 OLD 41 HWY
LAND LOT 313
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA 30152

for
RETAIL PLANNING CORPORATION

lease plan

CP.17

HFR #01-259.3

EXHIBIT "A-1"
SHOPPING CENTER LEGAL DESCRIPTION

SHOPPING CENTER: PUBLIX AT BARRETT PARKWAY

PUBLIX AT BARRETT PARKWAY

Shopping Center Tract Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Kennesaw in Land Lots 212 and 213 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN at a concrete monument found at the southern point of the mitered intersection of the western right of way line of Old U.S. Highway 41 (variable width right-of-way) and the northwestern right-of-way line of Barrett Parkway (109-foot right-of-way) and run along said right-of-way line of Barrett Parkway South 35 degrees 21 minutes 46 seconds West a distance of 207.88 feet to the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING, continue along said right-of-way line of Barrett Parkway South 35 degrees 21 minutes 46 seconds West a distance of 6.23 feet to a concrete monument found at the eastern point of the mitered intersection of said right of way line of Barrett Parkway and the northern right-of-way line of Collins Road (50-foot right-of-way); thence run along said mitered intersection South 74 degrees 45 minutes 54 seconds West a distance of 19.99 feet to a concrete monument found at the western point of said mitered intersection; thence run along said right-of-way line of Collins Road the following courses and distances: along the arc of a curve to the left an arc distance of 120.53 feet to a point (said arc having a radius of 311.48 feet and being subtended by a chord bearing North 80 degrees 26 minutes 33 seconds West a chord distance of 119.86 feet); along the arc of a curve to the left an arc distance of 31.89 feet to a point (said arc having a radius of 311.48 feet and being subtended by a chord bearing South 79 degrees 04 minutes 16 seconds West a chord distance of 31.88 feet); South 76 degrees 08 minutes 23 seconds West a distance of 55.61 feet to a point; along the arc of a curve to the left an arc distance of 135.80 feet to a point (said arc having a radius of 1613.52 feet and being subtended by a chord bearing South 67 degrees 19 minutes 58 seconds West a chord distance of 135.76 feet); along the arc of a curve to the right an arc distance of 61.24 feet to a point (said arc having a radius of 1012.56 feet and being subtended by a chord bearing South 66 degrees 39 minutes 15 seconds West a chord distance of 61.23 feet); and South 68 degrees 23 minutes 12 seconds West a distance of 118.68 feet to an iron pin found; thence leave said right-of-way line and run North 01 degree 35 minutes 26 seconds West a distance of 155.31 feet to an iron pin set; thence North 19 degrees 34 minutes 55 seconds West a distance of 247.98 feet to an iron pin set; thence North 19 degrees 34 minutes 52 seconds West a distance of 334.77 feet to an iron pin set; thence North 69 degrees 07 minutes 12 seconds East a distance of 598.30 feet to an iron pin set on the western right of way line of Old U.S. Highway 41; thence run along said right of way line of Old U.S. Highway 41 the following courses and distances: along the arc of a curve to the left an arc distance of 122.80 feet to a point (said arc having a radius of 1530.72 feet and being subtended by a chord bearing South 19 degrees 22 minutes 55 seconds East a chord distance of 122.77 feet); along the arc of a curve to the left an arc distance of

EXHIBIT "B"

ESTIMATED CHARGES FOR THOSE ITEMS
SET FORTH IN SECTIONS 5.3, 5.5 and 16.2

COMMON AREA MAINTENANCE [redacted]

TAXES

INSURANCE

It is understood that these charges are estimates only and are subject to change as provided for in the body of this Lease.

Please Initial

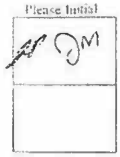


EXHIBIT "C"
DESCRIPTION OF LANDLORD'S WORK & TENANT'S WORK

I LANDLORD'S WORK

Landlord's Work shall be done in accordance with the specifications set forth below, shall be limited to the work set forth in this Section I below and shall exclude all other work on the Premises or elsewhere.

A. PUBLIC AREAS

1. Clearing, grading and landscaping of public areas in Shopping Center.

2. Paving, marking and lighting of the roadway and parking areas of Shopping Center.

3. Providing open sidewalks.

B. STRUCTURE

1. The foundation, columns, structural frames, beams and floors shall be designed to carry loads in accordance with governing building codes.

2. Any walls which are below the finished grades and which are in contact with the soil shall receive damp proofing.

3. The roof of the Premises shall be an insulated, built-up, bondable roof.

C. UTILITIES

1. Electricity. Landlord shall provide, or cause to be provided, electrical conduits to the boundary line of the Premises, with a capacity of 150 amps and any additional capacity needed shall be provided by Tenant as Tenant's Work, at Tenant's expense.

Landlord shall not provide or pay for the cost of any other electrical facilities required by Tenant such as, but not necessarily limited to: panels, conduits, wiring, signs, sign transformers, burglar alarms, intercommunications systems, TV installations, light fixtures or appurtenances. All of such items shall be furnished and installed by Tenant as Tenant's Work.

2. Water and Sewer. Water pipe and sewer pipe shall be brought to the boundary of the Premises by Landlord. All other plumbing facilities shall be furnished and installed by Tenant as Tenant's Work. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay for water consumed, as shown on said meter as and when bills are rendered, and on default in making such payment Landlord may pay such charges and collect the same from Tenant.

3. Telephone Conduit. Tenant shall provide all telephone conduit and wire within the Premises as Tenant's Work.

II TENANT'S WORK

All work on the Premises other than Landlord's Work as hereinabove defined shall be Tenant's Work all of which shall be undertaken at Tenant's sole cost. Tenant shall secure all necessary licenses and permits prior to commencement of Tenant's Work and shall secure the certificate of occupancy before opening for business at the Premises.

Tenant's Work includes, but is not limited to the following:

A. Providing and installing all electric fixtures, equipment and distribution equipment, except as specifically above described as Landlord's Work.

B. Providing and installing all conduit and wire and paying service charges for telephone lines within the Premises.

C. Providing and installing all interior partitions, coves, ceilings, and doors and the relocation of lights, HVAC, and sprinkler required for such installations.

D. Providing and installing all interior painting floor cover and decorating.

E. Providing and installing all show window backgrounds, show window floors, show window ceilings, show window light fixtures and special lighting requirements.

F. Providing and installing all mechanical equipment including all heating, air conditioning and ventilating fans, ducts, and controls; all elevators, escalators, conveyors and their shafts and doors located within the Premises; and all other mechanical or electrical equipment or fixtures required by the Tenant.

G. If Tenant provides Landlord the necessary written information prior to Landlord's order for the structural steel, then the cost of framing the openings and curbs for penetration of Tenant's equipment through the roof of the Premises shall be the Landlord's obligation. In the event Tenant shall fail, not have an opportunity, or be unable for any reason to supply necessary information to Landlord regarding roof openings and curbs required by Tenant for Tenant's

Please Initial



equipment prior to Landlord's order for the fabrication of the structural steel of the roof, then Tenant shall do its own framing, cutting of the roof deck and roofing, and Tenant shall use the roofer employed by Landlord in order to continue the roofer's guarantee.

H. Temporary electric service shall be provided each building on the Premises by Landlord, but Tenant shall have its own electrical contractor install a meter, and Tenant shall pay for current consumed during Tenant's construction period. Temporary lines during construction shall be run from this meter at Tenant's expense.

I. Provide facilities for water, sewer, and vents within the Premises for Tenant's use; and provide automatic sprinkler system main line as required by Landlord and other fire protection systems required by Tenant.

J. Fire resistant perimeter walls of the Premises shall be either of metal stud and plaster board construction or of block construction. Fireproof partitions shall be provided between units of the building in which the Premises are located as required by the governing building code and the fire underwriters' requirements. Double partitions may be provided at all expansion joints in the building.

K. Storefronts shall be designed by Landlord's architect in conformity with the architectural design of Shopping Center, and approved by Landlord.

L. Providing all concrete floors in the Premises which shall be 4" minimum smooth troweled finish.

M. Store fixtures, etc.

N. Supply and install hot water heater if desired.

O. Supply and install fire extinguisher.

P. Obtaining final certificates of occupancy from any required governmental agency.

III. ALLOWANCE FOR TENANT'S WORK - REIMBURSEMENT CONDITIONS

A. Subject to Tenant's timely and strict compliance with the conditions set forth below, Landlord shall reimburse Tenant up to the amount stated in Section 1.1(r) of the Lease ("Allowance for Tenant's Work") for Tenant's cost of making permanent improvements in the Premises (specifically not to be used for trade fixtures) which will become Landlord's property on the termination of the Lease and which are necessary to complete Tenant's Work in the Premises.

Upon completion of 50% of Tenant's Work required by Tenant's Plans, Tenant shall notify Landlord and Landlord shall inspect the Premises and either approve or object to Tenant's Work within fifteen (15) days after receipt of Tenant's notice of completion. Landlord shall pay Tenant [redacted] of the Allowance for Tenant's Work when Landlord has received the items listed in (i)-(ii) below and as of such date, items (iii)-(iv) are accurate statements:

(i) A draw request accompanied by itemized paid invoices therefore for all costs for fifty percent (50%) of Tenant's Work referred to in such invoices;
(ii) Waivers of liens and affidavits, in form and substance reasonably acceptable to Landlord, for all persons performing labor and/or supplying materials in connection with such work showing that all of said persons have been compensated in full for work completed to date, and such other evidence as Landlord may reasonably request to evidence that no liens can arise from Tenant's Work;
(iii) there are no liens or preliminary notices of lien rights filed with respect to Tenant's Work; and
(iv) there is no default by Tenant under the terms of this Lease; and

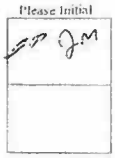
Upon completion of Tenant's Work required by Tenant's Plans, Tenant shall notify Landlord and Landlord shall inspect the Premises and either approve or object to Tenant's Work within fifteen (15) days after receipt of Tenant's notice of completion. Landlord shall not be required to make any other payment of the balance of the Allowance for Tenant's Work until it has received the items listed in (i)-(iii) below and as of such date, items (iv)-(vi) are accurate statements:

(i) A draw request accompanied by itemized paid invoices therefore for all costs for Tenant's Work referred to in such invoices;
(ii) Final waivers of liens and affidavits, in form and substance reasonably acceptable to Landlord, for all persons performing labor and/or supplying materials in connection with such work showing that all of said persons have been compensated in full, and such other evidence as Landlord may reasonably request to evidence that no liens can arise from Tenant's Work;
(iii) Tenant's submission to Landlord of all permits and certificates necessary for Tenant's construction and occupancy of the Premises;
(iv) there are no liens or preliminary notices of lien rights filed with respect to Tenant's Work;
(v) there is no default by Tenant under the terms of this Lease; and
(vi) Tenant has opened the Premises for business to the public.

B. Landlord may issue joint checks in its sole discretion. In no event shall Landlord be required to pay Tenant any of the Allowance for Tenant's Work unless the conditions set forth in subsection III.A. above are fulfilled within ninety (90) days after the Rent Commencement Date.

C. If at any time prior to the normal expiration of this Lease at the date stated on page 1 hereof, this Lease is terminated or placed in default by Landlord as a result of Tenant's failure to comply with any of its obligations under the Lease, then in such event, Tenant shall pay to Landlord as additional damages (and not in lieu of any other damages to

Please Initial



which Landlord may be entitled pursuant to this Lease), the unamortized part of the cost of any Landlord's Contribution to Tenant's Work (hereafter defined) and any Allowance for Tenant's Work paid by Landlord to or on behalf of Tenant as provided herein. Such amortization shall be monthly, on a straight line basis, over the initial Term of the Lease, beginning with the Rent Commencement Date hereof, with interest on such unamortized portion at the rate of ten (10%) percent per annum from the Rent Commencement Date.

Tenant's obligation for Minimum Guaranteed Rent accruing each month after the event of default shall be reduced by the amount of Tenant's payment to Landlord pursuant to this subparagraph III.C., divided by the number of full calendar months remaining in the original Term as of the event of default. By way of example, if Tenant's obligation to pay Landlord under this subparagraph III.C. [redacted], and 50 full calendar months remain in the original Term at the time of the event of default, upon payment of [redacted] by Tenant to Landlord pursuant to this subparagraph III.C, Tenant's obligation for Minimum Guaranteed Rent accruing during the remainder of the original Term after the event of default shall be reduced by [redacted] each month.

IV. ARCHITECTURAL AND CONSTRUCTION STANDARDS

All Landlord's Work and all Tenant's Work under all classifications shall conform to the following architectural and construction standards:

A. Signs. Signs on the Premises shall be restricted in accordance with the sign criteria reasonable for a shopping center of comparable size, type and quality as developed by Landlord's architect. Signs shall have no exposed lighting source, no flashing or scintillating or moving lights. All Tenant's signs must be approved by the Landlord in writing, and are subject to Exhibit "G" (if used).

B. Store Fronts and Entrances. Landlord may, at its option, require coordinated treatment of the fascia or facade of the store front or of the fascia of the marquee. Tenant's store front shall be designed and constructed pursuant to Section I.K. of this Exhibit C. All swinging or sliding doors must be recessed in such manner that any door opening to the public walk will not cross the general store line.

C. Projection Beyond Lines. No store front or any part thereof shall project beyond the exterior perimeter of the Premises, with the exception of signs approved by Landlord.

D. Heating, Air Conditioning and Ventilating. Heating, air conditioning and ventilating work shall be designed and constructed to maintain the following standards during store hours:

1. Heating Season: A prevailing minimum temperature of approximately 70 degrees Fahrenheit with outside temperatures ranging to 10 degrees Fahrenheit.

2. Cooling Season: A prevailing maximum temperature of 76 degrees Fahrenheit and a relative humidity of 50 percent.

3. The air conditioning design standards are subject to the following requirements and conditions:

(a) An outside dry bulb temperature of 95 degrees coincident with a wet bulb temperature of 76 degrees Fahrenheit.

(b) An installed electric load of 9 watts per square foot of conditioned space.

(c) A maximum occupancy load of one person per fifty square feet of conditioned space.

(d) An outside air requirement of .05 c.f.m. per square foot of space, plus an amount equal to that exhausted by mechanical means or other exhaust conditions which may from time to time exist in the Premises.

4. In all service areas and storage areas, a prevailing minimum temperature of approximately 60 degrees Fahrenheit shall be provided during heating season and in the cooling season adequate ventilation shall be provided.

V. LANDLORD'S CONTRIBUTION TO TENANT'S WORK

The following Tenant's Work, if any, shall be performed by Landlord at Landlord's expense (the "Landlord's Contribution to Tenant's Work"):

1. One (1) 1,500 gallon grease traps stubbed to the rear of the Premises.

The Landlord's Work shall be performed in accordance with plans prepared by Landlord at Landlord's expense. Landlord will relocate Tenant's existing equipment from Tenant's current premises, at Landlord's expense. Tenant shall relocate its furniture and other personal property and low voltage lines and install any new equipment at Tenant's expense.

Please Initial

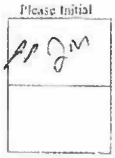


EXHIBIT "D"

STATE OF GEORGIA
COUNTY OF _____

GUARANTY

In consideration of and as an inducement for the letting by **BARRETT PARKWAY HIGHWAY 41, LLC**, a Georgia limited liability company ("Landlord") to **RISE UP, LLC**, a Georgia limited liability company ("Tenant"), as tenant, pursuant to a lease (the "Lease") for premises located in the Shopping Center known as Barrett Parkway, which is located in the City of Kennesaw, Cobb County, Georgia, as further described therein, and the sum of [redacted] and other good and valuable consideration paid by Landlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged by the undersigned (hereinafter collectively called the "Guarantor"), Guarantor does hereby unconditionally guarantee the full, prompt and complete performance by Tenant of all of the terms, covenants, conditions, obligations and agreements contained in the Agreement, hereafter defined, on the part of Tenant to be performed, including specifically, without limitation, the obligation to pay all rents and all other charges or obligations therein set forth, together with any and all renewals, extensions, modifications thereof, substitutions therefor, and assignments thereof (all such terms, covenants, conditions, obligations and agreements being hereinafter called the "Obligations"). Guarantor further agrees to pay on demand any cost, claim, liability, damage or expense which Landlord incurs relative to the enforcement of the Guaranty in the event Guarantor does not punctually pay, perform and fulfill all of the Obligations, and if Landlord employs an attorney to collect any amount due hereunder, Guarantor shall also pay Landlord's attorney's fees in the amount of fifteen percent (15%) of the amount due by Guarantor pursuant to the Guaranty.

1. Any capitalized term used in this Guaranty shall have the same meaning as such term has in the Agreement. The term "Agreement" as used herein means the Lease, as it may be modified, supplemented, assigned, extended or renewed from time to time. Notwithstanding any provision of this Guaranty to the contrary, the term "Tenant" whenever used in this Guaranty refers to and means the Tenant specifically named in the Lease and also any assignee or sublessee of the Tenant's interest in the Lease, whether by assignment, sublease or otherwise.

2. Guarantor waives presentment, demand, dishonor, notice of dishonor, non-payment, non-performance, protest, and all other notices of any nature whatsoever, including, without limitation, notices of acceptance hereof, of the existence or creation of the Obligations, and of all defaults, disputes or controversies with Tenant, and of the settlement, compromise or adjustment thereof.

3. This Guaranty is absolute and is not conditioned in any way upon the genuineness, validity, regularity or enforceability of the Agreement or the Obligations.

4. Landlord shall have full authority in its sole and absolute discretion, without obtaining the consent of, giving notice to, or affecting the liability of Guarantor, to make changes of terms, to extend time to pay, to release the whole or any part of the Obligations, to settle or compound differences for less than the full amount owing under the Agreement, to accept notes, trade acceptances or any other form of obligation for the Obligations, to make arrangements or settlements in or out of court in the case of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or an assignment for the benefit of creditors and to do anything, whether or not herein specified, which may be done or waived by or between Landlord and Tenant. The making of such arrangements, settlements, compromises, adjustments, extensions of time and so forth shall not diminish, discharge, modify, reduce, extinguish or otherwise affect the liability of Guarantor hereunder for the full amount owing under the Agreement. Guarantor further agrees that no act or omission on the part of Landlord shall in any way affect, impede or impair this Guaranty.

5. This Guaranty shall be enforceable without Landlord having (i) to proceed first against Tenant (any right to require Landlord to take action against Tenant as required by O.C.G.A. §10-7-24 being hereby expressly waived) or against any security for any payments due under the Agreement, or (ii) to exercise any of Landlord's remedies under the Agreement; and shall be effective regardless of the solvency or insolvency of Tenant, any reorganization, merger or consolidation of Tenant, any change in the composition, nature, personnel or location of Tenant, or any bankruptcy, receivership, liquidation, reorganization or other proceeding involving Tenant.

6. This Guaranty may be executed by one or more individuals, and, if executed by only one individual, he or she has done so with the express understanding that there will be only one guarantor, even though this document may contain printed language suggesting that more than one person or entity will be a guarantor.

7. This Guaranty shall be binding upon and enforceable against each person and entity executing this Guaranty and upon the respective heirs, legal representatives and successors of each such person and entity. The liability of each person and entity executing this Guaranty, and the heirs, legal representatives and successors of each such entity and person hereunder, is joint and several, primary and unconditional, and shall not be subject to any claim of offset, counterclaim or defense of Tenant. Guarantor shall not assign this Guaranty.

Please Initial



8. This Guaranty shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to Guarantor until such time as all of the Obligations shall have been paid or satisfied in full. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. This Guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Agreement, or by reason of any summary or other proceedings against Tenant, or by the amendment, modification or assignment of the Agreement with or without notice to, or consent of, the Guarantor.

9. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other government authority. Guarantor further waives all specific statutory defenses available under Georgia law to the enforcement of its obligations under this Guaranty. Without in any way limiting the foregoing, Guarantor hereby specifically waives the provisions of O.C.G.A. ¶¶ 10-7-20, 10-7-21, 10-7-22, 10-7-24, and 10-7-25.

10. This Guaranty shall remain in full force and effect, and Guarantor shall continue to be liable for the payment of all amounts owing under the Agreement in accordance with the original terms of the documents and instruments evidencing the same, notwithstanding the commencement of any bankruptcy, reorganization or other debtor relief proceeding by or against Tenant, (including, but not limited to, Chapters 7 or 11 bankruptcy proceedings or other reorganization proceeding under Title 11 of the United States Code) or other insolvency proceeding, or by the rejection or disaffirmance of the Agreement in any such proceeding and notwithstanding any modification, discharge, release or extension of the Obligations, any modification or amendment of any document or instrument evidencing any of the Obligations, any stay of the exercise by Landlord of any of its rights and remedies against Tenant with respect to any of the Obligations, or any cure of any default by Tenant under any document or instrument evidencing any of the Obligations, which may be effected in connection with any such proceeding, whether permanent or temporary, and notwithstanding any assent thereto by Landlord.

11. For the purposes of this Guaranty, the Obligations shall survive the termination of the Agreement in accordance with its terms, by operation of law or by reason of an Event of Default or default by Tenant, whether or not the Obligations actually survive such termination, and Guarantor shall remain bound to perform its obligations under this Guaranty notwithstanding such termination.

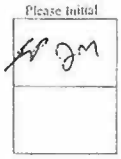
12. Notwithstanding any provision of this Guaranty to the contrary, Landlord may, without notice of any kind, sell, assign or transfer the Agreement, and in such event each and every immediate and successive assignee, transferee or holder of the Agreement shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such person were herein by name specifically given such rights, powers and benefits, but Landlord shall have an unimpaired right to enforce this Guaranty for its benefit as to so much of the Obligations as Landlord has not sold, assigned, or transferred.

13. This Guaranty has been made and delivered in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Guarantor hereby consents to the exercise of personal jurisdiction over Guarantor by any federal or state court in the State of Georgia and consents to the laying of venue in any such court. Nothing contained herein shall prevent Landlord from bringing any action or exercising any rights against any security given to Landlord by Tenant or Guarantor, or against Guarantor personally, or against any property of Guarantor, within any other state. Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement that the laws of the State of Georgia shall govern the rights and obligations of Guarantor and Landlord hereunder or of the submission made by Guarantor to personal jurisdiction within the State of Georgia.

14. Guarantor warrants and represents to Landlord that any financial statements heretofore delivered by Guarantor to Landlord were true and correct in all respects as of the date delivered to Landlord. At any time this Guaranty is in effect, Guarantor shall, upon seven (7) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year and such other financial information as Landlord may reasonably request (including, without limitation, copies of Guarantor's filed federal and state income tax returns for the most recent taxable year). Landlord agrees to keep confidential and not use such financial statements and information, except in connection with the administration or enforcement of the Lease or this Guaranty, a proposed sale of the Shopping Center, or the consummation or administration of loan transactions. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant.

15. Guarantor covenants that Guarantor shall have no right to recover against Tenant by way of subrogation to the rights of Landlord on account of any payment by Guarantor to Landlord hereunder until all of the Obligations

Please Initial



have been paid and satisfied in full, and Guarantor hereby waives, releases, covenants not to sue, and relinquishes any such rights of subrogation to such extent. Any indebtedness of Tenant to Guarantor, now or hereafter existing, is and shall be deferred, postponed, and subordinated to any and all amounts due under this Guaranty.

16. If Guarantor is a corporation, company, partnership or other entity, Guarantor and the persons executing this Guaranty as officers, members, or partners of the Guarantor, as applicable, represent that Guarantor has full authority to execute this Guaranty and that the individuals executing this Guaranty are duly authorized to execute this Guaranty on behalf of the entity, and that there is no provision in its charter or bylaws or operating agreement, partnership agreement or other entity governance document that in any way conflicts with or prevents the execution, delivery or performance of this Guaranty by Guarantor.

17. Guarantor covenants and represents that there is no provision in any other agreement by which Guarantor is bound that in any way conflicts with or prevents the execution, delivery or full and timely performance of this Guaranty by Guarantor. Guarantor warrants and represents that Guarantor has a direct financial interest in the making of said Agreement.

18. All of Landlord's rights and remedies under the Agreement or under this Guaranty are distinct, separate and cumulative, and no such right or remedy therein mentioned is to be in exclusion of or a waiver of any of the others. In addition, none of the provisions of this Guaranty shall be construed to limit any other provisions or any rights which Landlord may have at law, in equity or otherwise. None of the waivers by Guarantor made in this Guaranty shall be construed to preclude or limit any others.

19. This Guaranty sets forth all the covenants, provisions, agreements, conditions and understandings between Landlord and Guarantor concerning the Obligations, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Guarantor except those therein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Guaranty shall be binding upon Landlord or Guarantor unless reduced to writing and signed by them.

IN WITNESS WHEREOF, Guarantor has executed, sealed and delivered this Guaranty, all this 6th day of March, 2014.

GUARANTOR:

Signed and sealed in the presence of:

Nancy Renee Black
Witness

_____(SEAL)
JOSEPH ADAM PARADISO

Residence Address:

Wanda Burden
Notary Public

217 Grace Lane
Villa Rica, GA 30180

My commission expires: March 4, 2017

Soc. Sec. No.: [redacted]

[NOTARY SEAL]

WANDA BURDEN NOTARY PUBLIC COBB COUNTY, GEORGIA My Comm. Expires March 4, 2017

Signed and sealed in the presence of:

Nancy Renee Black
Witness

_____(SEAL)
JASON MASHBURN

Residence Address:

Wanda Burden
Notary Public

30 Kades Cove Drive
Dallas, GA 30132

My commission expires: March 4, 2017

Soc. Sec. No.: [redacted]

[NOTARY SEAL]

WANDA BURDEN NOTARY PUBLIC COBB COUNTY, GEORGIA My Comm. Expires March 4, 2017

SIGNATURE TO BE WITNESSED BY AN INDIVIDUAL (AS UNOFFICIAL WITNESS) AND BY A NOTARY PUBLIC WHO SHOULD AFFIX HIS OR HER NOTARIAL SEAL AND INDICATE THE EXPIRATION DATE OF HIS OR HER COMMISSION BELOW THE SIGNATURE LINE

Please Initial

EXHIBIT "E"

RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Premises including loading of goods, shall be made by way of the rear of the Premises or at any other location designated by Landlord, and only at such time designated for such purpose by Landlord.

2. Tenant shall not use the public or common areas in the shopping center for business purposes or special events unless prior approval in writing has been granted by Landlord.

3. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.

4. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require, but no less often than once annually.

5. Tenant shall not place or permit:

a. Displays, decorations or shopping carts on the sidewalk in front of the Premises or upon any of the common area of the shopping center;
b. anything to be displayed, stacked, hung from the ceiling, racked, stored, etc. on the sidewalks outside the shops unless Tenant: (i) obtains Landlord's prior written approval; (ii) acquires adequate insurance coverage; and (iii) accepts all liability for the sidewalk outside the shops;
c. any bicycles, motorized and non-motorized vehicles to park on the sidewalks and only in designated places in common areas.

6. Prior to installation, Landlord must approve in writing all signs of any type which are to be installed or displayed in the common areas. Unauthorized signs will be removed by Landlord without notice.

7. Soliciting for any reason in the common areas requires prior written approval from Landlord.

8. Distribution of sales flyers, pamphlets, or any type of advertising literature in the common areas, on parked cars, etc. is only permitted with prior written approval of Landlord. Distribution of sales flyers, pamphlets, or any type of advertising literature by anyone other than the tenants in the center is not permitted.

9. Landlord reserves the right to change Landlord's sign criteria so long as the new sign criteria is uniformly enforced by Landlord.

10. Tenant agrees to participate in trash pick-up as directed by Landlord.

11. Unless directly related to business, as stated in the body of the Lease, no animals will be allowed on Common Areas.

12. During the six (6) months prior to the expiration of this Lease or any renewal term, Landlord may place upon the Premises "For Lease" signs, size to be 27" x 41", or other such signs in the storefront window, which Tenant shall permit to remain thereon.

13. Any damage caused to the roof of the Premises by repair/service personnel contracted by Tenant will be the responsibility of Tenant. Tenant should caution all repair/service personnel to avoid stepping on blisters, leaving foreign objects on roof, etc. All objects left on roof by Tenant contracted repair/service personnel causing damage to the roof will be the sole responsibility of Tenant.

14. Tenant shall not, without prior written consent of Landlord, affix or install any type of sunscreen, tinting film, solar screen or similar product to any window or door glass of the Premises.

Please Initial



EXHIBIT "F"
SPECIAL STIPULATIONS

To the extent that the following Special Stipulations conflict with any of the printed provisions of this Lease, the Special Stipulations shall control.

1. MINIMUM GUARANTEED RENT: Minimum Guaranteed Rent shall be as follows:

Rent Commencement Date Through 12th full calendar month thereafter	[redacted]
Months 13 through 24	
Months 25 through 36	
Months 37 through 48	
Months 49 through 60	
Months 61 through 72	
Months 73 through 84	
Months 85 through 96	
Months 97 through 108	
Months 109 through 120	

3. RENEWAL OPTION:

Tenant shall have an option ("Renewal Option") to extend the Term of this Lease for one (1) additional term of five (5) years. Such five (5) year period, hereinafter referred to as the "Option Period", shall commence immediately upon the expiration of the initial Lease Term. If Tenant timely exercises the Renewal Option, the initial Lease Term together with the Option Period shall be deemed to be the Lease Term.

The Renewal Option shall be upon the same terms, covenants and conditions as during the initial Lease Term except that (a) Tenant shall have no option to renew this Lease beyond the expiration of the Option Period; (b) Landlord shall have no obligation to construct or install any improvements to the Premises or to provide an allowance therefore; and c) the annual Minimum Guaranteed Rent for the first (1st) year of the Option Period (Year 11) shall be the greater of (i) the amount set forth in the schedule below for that year, or (ii) the amount of Minimum Guaranteed Rent for the first (1st) year of the initial Lease Term plus the percentage of such amount equal to the aggregate percentage change in the CPI (hereinafter defined) from the first (1st) month of the initial Lease Term to the last month of the initial Lease Term. The annual Minimum Guaranteed Rental for the second (2nd) through fifth (5th) years during the Option Period (years 12-15) shall be the amount of Minimum Guaranteed Rent for the prior year plus three (3%) of such amount.

Months 121 through 132	[redacted]
Months 133 through 144	
Months 145 through 156	
Months 157 through 168	
Months 169 through 180	

The Renewal Option shall be exercised by Tenant giving Landlord notice in writing of its election, which writing must be received by Landlord, at least one hundred eighty (180) days, but no more than two hundred forty (240) days prior to the expiration of the initial Lease Term, or Tenant shall be deemed to have waived the Renewal Option.

The Renewal Option may not be exercised if: (a) Tenant is not occupying and conducting business from the Premises, for the Permitted Use as set forth in Article 1.1(q) of the Lease at the time the option is exercised; or (b) Tenant is in monetary default under this Lease; or (c) Tenant has assigned this Lease or sublet all or any part of the Premises.

As used herein "Consumer Price Index" shall mean the Consumer Price Index For All Urban Consumers specified for all items, U.S. City Average (1982-84 = 100) published on the date nearest to each such date by the Bureau of Labor Statistics of the United States Department of Labor; or, if such index is not then in use, by the index most nearly comparable thereto, as selected by Landlord.

Please Initial

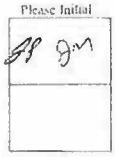


EXHIBIT "G"
SIGN CRITERIA

Each Tenant shall provide signage packages for his space including signs at each of the three locations described below:

1. Building Facade Tenant Sign
2. Undercanopy Tenant Sign
3. Rear Door Sign

1. BUILDING FACADE SIGN

Building Facade Tenant signage shall consist of individual letters mounted on a raceway attached to the facade above the tenant's space.

All individual letters shall be fabricated with .063 gauge aluminum returns, 5" deep, and .090 aluminum gauge backs, painted Dark Bronze #313E "Gripguard" paint by Wyandotte products. Provide a routed exterior finished edge. Interior seam shall be filled and caulked to seal from water penetration. The 5" aluminum returns of the channel letters shall be painted dark bronze #313E "Gripguard" paint by Wyandotte products. Wire holes shall be 7/8" opening and mounting holes shall be 1/4" opening. Channel letter faces shall be fabricated from 3/16" translucent colored plexiglass as approved by Retail Planning Corporation. Provide one (1) inch high black plastic ("jewelite") trim cap band all around. Screws shall be painted to match the trim edge band.

All exposed aluminum joints shall be welded and ground smooth. All signs shall have concealed, aluminum attachment devices, concealed electrical wiring, and shall be designed and fabricated in accordance with the local sign ordinances and UL construction requirements. Each letter of the sign units shall be internally illuminated with 15mm neon tubing wired through watertight flex material conduit to a transformer box. A raceway box enclosure shall be .090 gauge 6" x 6" aluminum painted to match the area of attachment to the facade and mounted to the facade. A junction box will be supplied at each tenant space by landlord and all wiring to junction boxes shall be concealed and enclosed in metal conduit.

The signage raceways shall be painted Matthews Aztec Gold to match copper accent sign band in stucco facade, Wyandotte Grip Guard 109-D5 or Pantone 471C on brick facades and Wyandotte 122-B1 or Pantone 454C on dryvit facades.

The building facade tenant signage shall be centered between demising walls of the Premises and shall be four (4) feet shorter than the tenant's shop frontage, but shall conform to the allowable square footage set by local sign ordinances. The actual letter height for the front wall signage shall not exceed 30".

Tenant shall coordinate color choices with The Retail Planning Corporation to provide an equal mix and arrangement of sign colors.

All raceways with letters attached shall be mounted to the sign band area of the building facade with concealed fasteners. Attachment shall be by means of aluminum sign brackets attached to the aluminum raceway panel and the facade with aluminum fasteners. Bracket attachment screws shall be sealed into background with clear silicone sealant. No signage panel shall attach directly to the facade.

Each sign package submitted for approval must contain a permittable electrical connection drawing fully complying with local codes.

This drawing must contain the following notes:

1. All wiring in conduit to be routed inside tenant space.

2. No roof penetrations will be made unless agreed to in writing by The Retail Planning Corporation.

3. Tenant and/or Tenant's contractor obtain and pay for permits required for the installation, electrical hookup, and use of the sign.

4. Name, address and telephone number of the licensed electrical contractor that will be making the installation.

2. UNDERCANOPY SIGN

(BY LANDLORD)

The undercanopy signs, which are to be furnished and installed by Landlord, locate the shop to shoppers walking under the canopies.

Tenant's graphics must be submitted to and approved by Retail Planning Corporation for application onto Tenant's undercanopy sign.

The signage panel shall be located in the undercanopy area, wall mounted and centered over Tenant's entrance.

3. REAR DOOR SIGN

Please Initial



Rear entrance signage panels are provided to identify the shop from the rear service drive. Signage panels shall have tenant name and "SERVICE ENTRANCE" on the panel.

The typography of the tenant name shall be "Helvetica Light and the typography of the "SERVICE ENTRANCE" shall be "Helvetica Medium". The tenant name shall be 3" high upper case letters and "SERVICE ENTRANCE" shall be 1 1/2" high upper case letters.

The signage panels shall be 6" high by 20" wide and constructed of 3/16" plexiglas with the corners of the panel square and ground smooth. The letters shall be 3-M brand, 2 mil., pressure sensitive die cut letters.

Each panel shall be Plexiglas Rohmhaas #2146 ivory. The tenant's name and "SERVICE ENTRANCE" shall be Duranodic #3630-69 Dark Bronze die cut letters.

Each panel shall be mounted on the door of the rear entrance, as shown in figure B. The sign panel is to be attached to the rear door with clear silicone. The mastic is to be installed continuous around the back of the sign one half inch (minimum) from the edges.

GENERAL NOTES:

All signage shall be purchased as a complete package and shall be manufactured and installed by a signage contractor approved by the Landlord and licensed to operate in the State of Georgia. All work shall be fully guaranteed for one year upon the completion of installation by the respective manufacturer.

Installation shall be within 20 working days from receiving final approval and deposit. The final installation must meet the approval of the Landlord.

If sign raceways are not painted the Wyandotte color specified herein, the signs will be repainted by Landlord, and cost plus 25% will be deducted from Tenant's allowance or charged to Tenant if no allowance is available.

If signs are not mounted and attached properly, they will be reinstalled by Landlord and cost plus 25% will be deducted from Tenant's allowance or charged to Tenant if no allowance is available.

Undercanopy signs will be manufactured and installed by Landlord's sign contractor. Cost of the undercanopy sign cabinet will be deducted from Tenant's allowance or charged to Tenant if no allowance is available.

Each tenant shall submit a signage package for his shop to the Landlord for approval prior to fabrication and installation. The following constitutes the minimum data required:

1. Layout for building facade, undercanopy and rear door tenant signs and graphics.
2. Color selection.
3. Signs drawn on the building elevation, front and rear of the shop. These drawings must be to scale.

If the drawings are not complete and do not include all three required signs, they will be returned to the Tenant unapproved.

Three (3) copies of the signage package shall be submitted to the Landlord and approved in writing, prior to the sign being fabricated. Submit package to:

Mr. Jim Ezell
Retail Planning Corporation
35 Johnson Ferry Road
Marietta, GA 30068
770/956-8383 Phone
770/956-9092 Fax

Please Initial

JE JM

EXHIBIT "H"

BARRETT PARKWAY SHOPPING CENTER
PROHIBITED USES

The Premises shall not be used for any use or purpose which is contrary to or in violation of any of the following, and to the extent the Permitted Use, as defined by the Lease, conflicts with any of the following, this Exhibit shall control. If any use prohibited in any one section below is permitted in any other section of this Exhibit, such use shall be deemed prohibited.

1. No portion of the Premises shall be used for a church, school, child care facility or other use that would restrict the sale of alcoholic beverages in the Shopping Center, or the sale, rental or distribution of prerecorded video cassettes, video tapes, video discs, laser discs, video games (including, without limited, CD-1), DVD's or other video software (including, without limitation, CD-Rom) and/or any substitutes for, or items which are a technological evolution of, any of the foregoing items. (REA)

2. No portion of the Premises may be used for a dry cleaning plant, cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room (except any restaurant may include pinball or electronic games of a bar or any combination thereof), health spa, adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria similar in nature to Morrison's or Piccadilly as operated in October 1999, sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers (involving parking such vehicles in the Common Area), or car wash (other than in connection with a gas station), a day care center, or a restaurant or cocktail lounge, focusing on social encounters rather than dining, such as Bennigan's, T.J. Applebee's, and T.G.I. Friday's. (Publix)

3. No portion of the Premises may be used to (i) operate a grocery supermarket, bakery, delicatessen, and fish market; (ii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist; and (iii) engage in retail sales of items of food for "off-premises" consumption , except that the following will be permitted:

(a) a full service restaurant offering prepared, ready-to-eat food for on or off-premises consumption;
(b) a delicatessen or sandwich shop type restaurant (with no bakery items) which offers incidental, take-out and uses at least seventy percent (70%) of its gross floor area (excluding kitchen) for seated dining;
(c) a health food store or nutrition center, ice cream parlor or frozen yogurt store, a franchise doughnut store equivalent to Dunkin' Donuts or Krispy Kreme, a candy store, or a pizza or Chinese pick-up or delivery outlet;
(d) a gas station and convenience food store that uses less than 2,500 square feet of floor area for food sales; and
(e) a store with incidental food sales for off-premises consumption so long as the lesser of 500 square feet or 5% the such premises floor area is used for such incidental sales. (Publix)

4. No portion of the Premises may be used to operate a full service hair salon. (Salon Silhouette)

5. No portion of the Premises may be used to operate a non-appointment hair salon or non-appointment barber shop. (Great Clips)

6. No portion of the Premises may be used as a tanning salon (Banana Beach Tanning)

7. No portion of the Premises may be used to operate a Chinese/Asian restaurant. (Chin Chin)

8. No portion of the Premises may be used as a Mexican restaurant. (Laredo)

9. No portion of the Premises shall be used to operate a dry cleaning service. (Plaza Cleaners)

10. No portion of the Premises may be used to perform facials or massages, or both.

11. No portion of the Premises may be used for the primary purpose of the operation of a painting studio that allows patrons to bring and consume alcoholic and non-alcoholic beverages

12. No portion of the Premises may be used for any use that violates a restriction of record applicable to the Shopping Center.

Please Initial

JM

EXHIBIT "I"

ACKNOWLEDGMENT OF TERM

This Acknowledgment of Term (this "Acknowledgment") is attached to and made a part of the Lease Agreement, dated the _____ day of _____, 20___ , by and between Barrett Parkway Highway 41, LLC, as "Landlord", and Rise Up, LLC, a Georgia limited liability company , as "Tenant" (the "Lease") doing business as Johnny's Pizza.

1. Landlord and Tenant hereby agree that:
   (a) The Lease Commencement Date ("Effective Date") of the Lease is _____.
   (b) The Rent Commencement Date is _____.
   (c) The expiration date of the Lease Term of the Lease is _____ [or, if Tenant exercises its Renewal Option for the Option Period, the Expiration Date shall be _____, 20_____].
   (d) The Premises is known as Space ____ consisting of approximately _____ square feet
2. Tenant hereby confirms the following:
   (a) That it has accepted possession of the Premises pursuant to the terms of the Lease;
   (b) To its actual knowledge, that Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to the date of this Acknowledgment;
   (c) That Tenant has no existing right of setoff or credits against any rentals, nor has any security deposit been paid except as provided by the terms of the Lease; and
   (d) That the Lease is in full force and effect as of the date of this Acknowledgment.
3. This Acknowledgment, and each and all of the provisions hereof, shall inure to the benefit, or bind, as the case may require, the parties hereto, and their respective successors and assigns, subject to the restrictions upon assignment and subletting contained in the Lease.

LANDLORD:

Signed in the presence of:

BARRETT PARKWAY HIGHWAY 41, LLC,
a Georgia limited liability company

By: Retail Planning Corporation, a Georgia corporation, its manager

_____
Witness

By:_____
G. Owen Brown, President

(SEAL)

TENANT:

Signed in the presence of:

RISE UP, LLC, a Georgia limited liability company

By:_____
Its:_____

_____
Witness

[SEAL]

Please Initial



Form Letter 1

112FIRST AMENDMENT AND ASSIGNMENT OF LEASE

"LANDLORD": **BARRETT PARKWAY-HIGHWAY 41, LLC**, a Georgia limited liability company
Address for Notices:
c/o Retail Planning Corporation
35 Johnson Ferry Road
Marietta, Georgia 30067
Attn: Property Management

"CURRENT TENANT": **RISE UP, LLC**, a Georgia limited liability company
Address for Notices:
590 Graves Road
Acworth, Georgia 30101
Email: [redacted]
Or [redacted]

"NEW TENANT/ASSIGNEE": **SHREE PIZZERIA LLC**, a Georgia limited liability company
Address for Notices:
1635 Old 41 Highway NW
Suite 104
Kennesaw, Georgia 30152
Email: [redacted]

"EXISTING GUARANTOR": **JOSEPH ADAM PARADISO** and **JASON MASHBURN**, individual residents of Georgia, jointly and severally

Address for Notices (for Paradiso):
517 Grace Lane
Villa Rica, Georgia 30180
Email: [redacted]

Address for Notices (for Mashburn):
590 Graves Road
Acworth, Georgia 30101
Email: [redacted]

"NEW GUARANTOR": **KINJAL K. PATEL** and **SWETABEN A. PATEL**, individual residents of Georgia, jointly and severally
Address for Notices:
6 Wesleyan Way
Dallas, Georgia 30132
Email: [redacted]

THIS FIRST AMENDMENT AND ASSIGNMENT OF LEASE ("**First Amendment**") is made and entered into as of the First Amendment Effective Date (defined below) by and among Landlord, Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor, to wit:

WHEREAS, Landlord, as landlord, and Current Tenant, as tenant, entered into a Lease dated March 6, 2014 (the "**Lease**") for premises consisting of approximately 2,532 rentable square feet of gross rentable area designated as Suites 104 and 105 (the "**Premises**") located in the Barrett Parkway Shopping Center in Kennesaw, Cobb County, Georgia (the "**Shopping Center**");

WHEREAS, to induce Landlord to enter the Lease, Existing Guarantor signed and delivered in favor of landlord a Guaranty of the Lease dated March 6, 2014 (the "**Existing Guaranty**");

WHEREAS, Current Tenant now desires to assign its interest under the Lease to New/Tenant Assignee and New Tenant/Assignee desires to assume each and every obligation of the Current Tenant under the Lease, and the parties also desire to amend the Lease;

NOW, THEREFORE, in consideration of the sum of [redacted] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor do hereby agree as follows:

1. Recitals.

The above recitals are incorporated herein by reference and made a part hereof as if fully repeated verbatim herein. Terms which are not defined in this First Amendment but which have an initial

capital letter indicating that they may be defined elsewhere shall have the same meaning as described in the Lease.

2. Effective Date.

This First Amendment shall be effective on and as of ~~November~~ December 15th 2025 (the "**First Amendment Effective Date**").

3. Assignment and Assumption.

A. Current Tenant hereby transfers and assigns to New Tenant/Assignee all of Current Tenant's right, title and interest in, to and under the Lease, and New Tenant/Assignee hereby assumes each and every obligation, condition, term, covenant and agreement of the Lease to be kept and performed by the "tenant" thereunder, and agrees that from and after the First Amendment Effective Date, New Tenant/Assignee shall, for all intents and purposes, be deemed the "tenant" under the Lease. Without limiting the foregoing, New Tenant/Assignee covenants to assume responsibility for the payment to Landlord of any and all items of Minimum Guaranteed Rent, Percentage Rent, Common Area Expense, Taxes, Insurance, Additional Rent and all other charges due under the Lease and applicable to any part of the entire Term, including any part of the Term that is prior to and any part of the Term that is subsequent to the First Amendment Effective Date.

B. Current Tenant hereby transfers and assigns to New Tenant/Assignee all of Current Tenant's right, title and interest in, to the security deposit currently held by Landlord in the amount of [redacted] (the "**Security Deposit**"). Landlord shall retain possession of the Security Deposit and be entitled to use and apply same in accordance with the Lease.

C. Notwithstanding anything contained herein to the contrary, in no event shall this First Amendment effectuate a release of Current Tenant for obligations and liabilities arising pursuant to the Lease or otherwise for matters first arising or occurring on and prior to the First Amendment Effective Date and Current Tenant shall remain liable for its obligations and liabilities arising pursuant to the Lease through and including the First Amendment Effective Date.

4. Estoppel and Release of Landlord.

Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor each covenant and warrant that (a) Landlord is not in default under any of the terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by Landlord have been satisfied; (c) no event has occurred which, with the passage of time or the giving of notice or both, would constitute an event of default by Landlord under the Lease; and (d) none of Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor have any current defenses or claims against Landlord or rights of offset against any rents or other sums payable to Landlord under the Lease, Existing Guaranty or New Guaranty (defined below), and each of them. Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor hereby release and discharge Landlord, its employees, its agents, property managers and contractors, and their successors and assigns, from any and all claims, suits, actions or causes of action in law or in equity arising directly or indirectly out of or pursuant to or relating to the Lease or the use and occupancy of the Premises and Shopping Center arising prior to the First Amendment Effective Date.

5. Warranty and Representation.

A. Current Tenant and each person signing this First Amendment on behalf of Current Tenant represents and warrants to Landlord as follows: (i) Current Tenant is validly existing under the laws of the State of Georgia; (ii) Current Tenant is qualified to do business in the State of Georgia; (iii) Current Tenant has the full right and authority to enter into this First Amendment; (iv) each person signing on behalf of Current Tenant was and continues to be authorized to do so; (v) if Current Tenant is a franchisee, its franchisor ("**Franchisor**") has approved of this First Amendment; and (vi) there is no other party whose consent or approval is required in order to make effective and binding on Current Tenant this First Amendment.

B. New Tenant/Assignee and each person signing this First Amendment on behalf of New Tenant/Assignee represents and warrants to Landlord as follows: (i) New Tenant/Assignee is validly existing under the laws of the State of Georgia; (ii) New Tenant/Assignee is qualified to do business in Georgia; (iii) New Tenant/Assignee has the full right and authority to enter into this First Amendment; (iv) each person signing on behalf of Current Tenant was and continues to be authorized to do so; (v) if New Tenant/Assignee is a franchisee, its Franchisor has approved of this First Amendment; and (vi) there is no other party whose consent or approval is required in order to make effective and binding on New Tenant/Assignee this First Amendment.

C. Existing Guarantor and each person signing this First Amendment on behalf of Existing Guarantor represents and warrants to Landlord as follows: (i) Existing Guarantor is a Georgia resident; (ii) Existing Guarantor has the full right and authority to enter into this First Amendment; (iii) each of the representations made by Current Tenant is accurate; and (iv) there is no other party whose

consent or approval is required in order to make effective and binding on Existing Guarantor this First Amendment.

D. New Guarantor and each person signing this First Amendment on behalf of New Guarantor represents and warrants to Landlord as follows: (i) New Guarantor is a Georgia resident; (ii) New Guarantor has the full right and authority to enter into this First Amendment; (iii) each of the representations made by New Tenant/Assignee is accurate; and (iv) there is no other party whose consent or approval is required in order to make effective and binding on New Guarantor this First Amendment and the New Guaranty.

6. Landlord's Consent; Conditions.

A. Assignment Fees. Landlord's entry into this First Amendment is conditioned upon Landlord's receipt from Current Tenant or New Tenant/Assignee of an assignment fee of [redacted] to be received by Landlord on or before the First Amendment Effective Date. If such fee is not received by Landlord timely and in full, Landlord shall have the option to declare this First Amendment null and void and, in such event, this First Amendment shall be deemed null and void and the Lease shall remain in full force as written notwithstanding any execution and delivery of this instrument by all or any parties hereto.

B. Future Assignments. Landlord's consent and entry to this First Amendment does not waive Landlord's right to accept or reject further assignments of the Lease or subletting of the Premises described in the Lease and there shall be no further assignments of the Lease or subletting without the express written consent of the Landlord, except as otherwise permitted by the Lease.

C. Cure of Rental Arrearage. [Intentionally Omitted – Not Applicable].

D. New Guaranty. Landlord's entry into this First Amendment is further conditioned upon New Guarantor signing and delivering to Landlord, contemporaneously with Current Tenant's delivery of this First Amendment, a Guaranty in the form attached hereto as **Exhibit A** (the "**New Guaranty**"). If such New Guaranty is not received by Landlord timely and in full, Landlord shall have the option to declare this First Amendment null and void and, in such event, this First Amendment shall be deemed null and void and the Lease shall remain in full force as written notwithstanding any execution and delivery of this instrument by all or any parties hereto.

7. Guarantors.

A. Existing Guarantor and New Guarantor each hereby consents to all provisions of this First Amendment, and ratify and reaffirm their guaranties with respect to the Lease, as amended hereby.

8. Acceptance of Premises.

A. New Tenant/Assignee accepts the Premises (including all systems serving the Premises such as HVAC, electrical and plumbing) in "AS-IS" condition with all faults, and New Tenant/Assignee agrees that Landlord is not responsible for the current condition thereof and Landlord has no duty to perform any repairs thereto. New Tenant/Assignee shall immediately occupy the Premises. New Tenant/Assignee shall solely be responsible for any alterations to the Premises (to include repairs, alterations, upgrades or the like to the systems serving the Premises) that New Tenant/Assignee deems necessary for the conduct of its business therein and, subject to Landlord's prior approval thereof, New Tenant/Assignee shall perform all work in the Premises in accordance with the Lease and any applicable laws, rules, regulations or ordinances, including, but not limited to, the Americans with Disabilities Act.

B. Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor each covenants and warrants that as of the First Amendment Effective Date the New Tenant/Assignee owns and shall be deemed to own all equipment, unattached trade fixtures and unattached leasehold improvements on the Premises, free and clear of any liens, claims or other encumbrances other than any interests of Landlord pursuant to the Lease.

9. Amendments to Lease.

A. Extension of Term. The Term of the Lease is hereby extended for three (3) months, with the new expiration date of the Term now being November 30, 2029 ("**New Expiration Date**").

B. Six Month Rental Abatement - Minimum Guaranteed Rent. For the six (6) month period commencing December 1, 2025 and ending May 31, 2026 ("**Partial Abatement Period**"), all provisions of the Lease shall remain the same and intact, including the obligation to pay Additional Rent and Percentage Rent; provided, Minimum Guaranteed Rent during such Partial Abatement Period shall be payable at fifty percent (50%) the rate specified in the Lease; provided further, such partial abatement shall apply only if New Tenant/Assignee performs and completes the following work in the Premises

during the Partial Abatement Period: (i) repainting of the dining area of the Premises; (ii) updating the lighting on the Premises storefront; and (iii) renovating/updating the bathrooms in the Premises.

10. No Improvements By Landlord.

Notwithstanding anything to the contrary contained in the Lease, except as expressly set forth in this First Amendment, Landlord shall have no obligation to construct or install any improvements to the Premises or provide any allowance for improvements therefor.

11. Notices.

All written notices, requests, demands, invoices or other communications shall hereafter be given at the applicable addresses stated above (or at any other address which may be provided in writing to all other parties), including by e-mail.

12. Entire Agreement; Severability.

There exist no understandings, agreements or promises pertaining to Landlord's acceptance of this First Amendment and the assignment of the Lease other than those expressly set forth in this First Amendment. The Lease, as herein amended by this First Amendment, sets forth the entire agreement of the parties respecting the Lease, Premises and assignment of the Lease to New Tenant/Assignee. Any provision in this First Amendment which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

13. Ratification.

Except as otherwise provided herein, all terms, covenants and conditions of the Lease, as amended and assigned, remain unchanged and are in full force and effect and are hereby ratified and confirmed by each signatory thereto.

14. No Broker.

Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor each warrant that they have had and there have been no dealings with any broker or agent in connection with this First Amendment other than Retail Planning Corporation, and each covenants to pay, hold harmless, indemnify and defend Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent other than Retail Planning Corporation utilized with respect to this instrument or the negotiation thereof.

15. Governing Law.

This First Amendment shall be governed by and interpreted in accordance with the laws of the State of Georgia. This First Amendment shall be deemed executed and delivered in the State of Georgia. Each of Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor irrevocably consents to the exercise of personal jurisdiction over it by any federal, superior or state court for or located in the State of Georgia and irrevocably consents to the laying of venue in any such court and irrevocably waives all defenses relating to the inconvenience of a forum in Georgia.

16. No Modification.

This First Amendment can be modified only in a writing signed by all parties, and the Lease, as amended, can be modified only in a writing signed by Landlord and Assignee. The parties expressly agree that any oral modification to the Lease, as amended, shall be of no force or effect.

17. Counterparts.

This First Amendment may be executed in separate counterparts. It shall be fully effective when each party hereto has signed at least one counterpart, even though no one counterpart contains the signatures of all parties. Signature pages signed and delivered electronically as a .pdf or via a software program (such as Docusign) shall be fully binding.

18. Time is of the Essence.

Time is of the essence of all obligations set forth herein.

19. Confidentiality.

THE AGREEMENTS SET FORTH HEREIN ARE CONFIDENTIAL, AND CURRENT TENANT, NEW TENANT/ASSIGNEE, AND ALL GUARANTORS COVENANT THAT NEITHER THE EXISTENCE OF THIS AMENDMENT NOR ITS TERMS SHALL BE DISCLOSED OR DIVULGED TO ANY PERSON OR ENTITY NOT A PARTY HERETO OR THEIR RESPECTIVE OFFICERS, AGENTS, SHAREHOLDERS, MANAGERS, MEMBERS, DIRECTORS OR EMPLOYEES WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LANDLORD. THE RESTRICTIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO ANY INFORMATION, TERMS, CONDITIONS, OR DOCUMENTATION THAT: (A) IS RECEIVED FROM A FIRST PARTY, EXCLUDING LANDLORD OR ITS AGENTS, WITHOUT AN OBLIGATION OF CONFIDENTIALITY; (B) IS INDEPENDENTLY DEVELOPED; (C) IS OR BECOMES GENERALLY KNOWN OR AVAILABLE TO THE PUBLIC OTHER THAN AS A RESULT OF A DISCLOSURE IN VIOLATION OF THIS SECTION; (D) IS REQUIRED TO BE DISCLOSED BY LAW OR PURSUANT TO ANY SUBPOENA, ORDER, CIVIL INVESTIGATIVE DEMAND OR SIMILAR DEMAND OR REQUEST OF ANY COURT, REGULATORY AUTHORITY, SELF-REGULATORY ORGANIZATION, CONTRACT MARKET, ARBITRATOR OR TRIBUNAL; (E) IS REQUIRED TO BE INCLUDED IN ANY FILINGS WITH GOVERNMENTAL AUTHORITIES; (F) IS DISCLOSED IN CONNECTION WITH THE ENFORCEMENT OF RIGHTS UNDER THE LEASE OR IN DEFENSE OF ANY CLAIM MADE UNDER THIS LEASE; OR (G) IS REASONABLY DISCLOSED TO A PARTY'S AGENTS, ACCOUNTANTS, ATTORNEYS, CONSULTANTS AND/OR PROFESSIONAL ADVISORS, DIRECTORS OR EMPLOYEES.

20. Submission of Amendment Not Offer.

The submission of this First Amendment by Landlord shall have no binding force or effect, shall not constitute an option, and shall not confer any rights upon Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor, or impose any obligations upon Landlord irrespective of any reliance thereon, change of position, or partial performance. This First Amendment is effective and binding on Landlord only upon the execution and delivery of this First Amendment and timely satisfaction of all conditions set forth herein, in accordance with the terms hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE – FIRST AMENDMENT]

IN WITNESS WHEREOF, the Current Tenant, New Tenant/Assignee, Existing Guarantor and New Guarantor have executed this instrument as of the First Amendment Effective Date.

CURRENT TENANT:

RISE UP, LLC, a
Georgia limited liability company

By: _____
(signature)

Name: Jason Mashburn
(print)

Title: Its Manager

[Company Seal]

NEW TENANT/ASSIGNEE:

SHREE PIZZERIA LLC, a
Georgia limited liability company

By: _____
Kinjal K. Patel
Its: Manager

[Corporate Seal]

EXISTING GUARANTORS:

_____(Seal)
JOSEPH ADAM PARADISO

_____(Seal)
JASON MASHBURN

NEW GUARANTORS:

_____(Seal)
KINJAL K. PATEL

_____(Seal)
SWETABAN A. PATEL

LANDLORD:

BARRETT PARKWAY-HIGHWAY 41, LLC, a
Georgia limited liability company

By: Retail Planning Corporation, a Georgia corporation, as its Manager

By: _____

Name: G. Owen Brown

Its: CEO/President

[Company Seal]

EXHIBIT A
New Guaranty

GUARANTY

In consideration of and as an inducement for (i) BARRETT PARKWAY-HIGHWAY 41, LLC, a Georgia limited liability company ("**Landlord**") approving an assignment by RISE UP, LLC, a Georgia corporation ("**Assignor**") to SHREE PIZZERIA, LLC, a Georgia limited liability company ("**Assignee**" or "**Tenant**") of all of Assignor's interests as a "tenant" under the lease agreement between Landlord, as landlord, and Assignor, as tenant, originally dated March 6, 2014, as thereafter amended and assigned (the "**Lease**") for premises consisting of approximately 2,532 rentable square feet of retail space designated as Suite 104 (the "**Premises**") located in the Barrett Parkway Shopping Center in Kennesaw, Cobb County, Georgia (the "**Shopping Center**"); and (ii) Landlord agreeing to allow Assignee to be a "tenant" under the Lease, and (iii) the sum of [redacted] and (iv) other good and valuable consideration, the receipt, adequacy and sufficiency of all such consideration being hereby acknowledged by the undersigned (hereinafter called "**Guarantor**"), Guarantor does hereby unconditionally guarantee the full, prompt and complete performance by Tenant of all of the terms, covenants, conditions, obligations and agreements contained in the Lease on the part of the "tenant" thereunder to be performed, including specifically, without limitation, the obligation to pay all rents and all other charges or obligations therein set forth, together with any and all renewals, extensions, modifications thereof, substitutions therefor, and assignments thereof (all such terms, covenants, conditions, obligations and agreements being hereinafter called the "**Obligations**"). Guarantor further agrees to pay on demand any cost, claim, liability, damage or expense which Landlord incurs relative to the enforcement of the Guaranty in the event Guarantor does not punctually pay, perform and fulfill all of the Obligations, and if Landlord employs an attorney to collect any amount due hereunder, Guarantor shall also pay Landlord's attorney's fees in the amount of fifteen percent (15%) of the amount due by Guarantor pursuant to the Guaranty.

1. Any capitalized term used in this Guaranty shall have the same meaning as such term has in the Agreement. The term "**Agreement**" as used herein means the Lease, as it may be modified, supplemented, assigned, extended or renewed from time to time. Notwithstanding any provision of this Guaranty to the contrary, the term "**Tenant**" whenever used in this Guaranty refers to and means the Tenant specifically named in the Lease, Assignee and also any assignee or sublessee of the Tenant's interest in the Lease, whether by assignment, sublease or otherwise.

2. Guarantor waives presentment, demand, dishonor, notice of dishonor, non-payment, non-performance, protest, and all other notices of any nature whatsoever, including, without limitation, notices of acceptance hereof, of the existence or creation of the Obligations, and of all defaults, disputes or controversies with Tenant, and of the settlement, compromise or adjustment thereof.

3. This Guaranty is absolute and is not conditioned in any way upon the genuineness, validity, regularity or enforceability of the Agreement or the Obligations.

4. Landlord shall have full authority in its sole and absolute discretion, without obtaining the consent of, giving notice to, or affecting the liability of Guarantor, to make changes of terms, to extend time to pay, to release the whole or any part of the Obligations, to settle or compound differences for less than the full amount owing under the Agreement, to accept notes, trade acceptances or any other form of obligation for the Obligations, to make arrangements or settlements in or out of court in the case of receivership, liquidation, readjustment, bankruptcy, reorganization, arrangement or an assignment for the benefit of creditors and to do anything, whether or not herein specified, which may be done or waived by or between Landlord and Tenant. The making of such arrangements, settlements, compromises, adjustments, extensions of time and so forth shall not diminish, discharge, modify, reduce, extinguish or otherwise affect the liability of Guarantor hereunder for the full amount owing under the Agreement. Guarantor further agrees that no act or omission on the part of Landlord shall in any way affect, impede or impair this Guaranty.

5. This Guaranty shall be enforceable without Landlord having (i) to proceed first against Tenant (any right to require Landlord to take action against Tenant as required by O.C.G.A. § 10724 being hereby expressly waived) or against any security for any payments due under the Agreement, or (ii) to exercise any of Landlord's remedies under the Agreement; and shall be effective regardless of the solvency or insolvency of Tenant, any reorganization, merger or consolidation of Tenant, any change in the composition, nature, personnel or location of Tenant, or any bankruptcy, receivership, liquidation, reorganization or other proceeding involving Tenant.

6. This Guaranty may be executed by one or more individuals, and, if executed by only one individual, he or she has done so with the express understanding that there will be only one guarantor, even though this document may contain printed language suggesting that more than one person or entity will be a guarantor.

7. This Guaranty shall be binding upon and enforceable against each person and entity executing this Guaranty and upon the respective heirs, legal representatives and successors of each such person and entity. The liability of each person and entity executing this Guaranty, and the heirs, legal representatives and successors of each such entity and person hereunder, is joint and several, primary and unconditional, and shall not be subject to any claim of offset, counterclaim or defense of Tenant. Guarantor shall not assign this Guaranty.

8. This Guaranty shall be irrevocable, absolute and unconditional and shall remain in full force and effect as to Guarantor until such time as all of the Obligations shall have been paid or satisfied in full. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Landlord of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. This Guaranty shall not be affected by reason of assertion by Landlord against Tenant of any rights or remedies reserved to Landlord in the Agreement, or by reason of any summary or other proceedings against Tenant, or by the amendment, modification or assignment of the Agreement with or without notice to, or consent of, the Guarantor.

9. Guarantor hereby expressly waives any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other government authority. Guarantor further waives all specific statutory defenses available under Georgia law to the enforcement of its obligations under this Guaranty. Without in any way limiting the foregoing, Guarantor hereby specifically waives the provisions of O.C.G.A. §§ 10-7-20, 10-7-21, 10-7-22, 10-7-24, and 10-7-25.

10. This Guaranty shall remain in full force and effect, and Guarantor shall continue to be liable for the payment of all amounts owing under the Agreement in accordance with the original terms of the documents and instruments evidencing the same, notwithstanding the commencement of any bankruptcy, reorganization or other debtor relief proceeding by or against Tenant, (including, but not limited to, Chapters 7 or 11 bankruptcy proceedings or other reorganization proceeding under Title 11 of the United States Code) or other insolvency proceeding, or by the rejection or disaffirmance of the Agreement in any such proceeding and notwithstanding any modification, discharge, release or extension of the Obligations, any modification or amendment of any document or instrument evidencing any of the Obligations, any stay of the exercise by Landlord of any of its rights and remedies against Tenant with respect to any of the Obligations, or any cure of any default by Tenant under any document or instrument evidencing any of the Obligations, which may be effected in connection with any such proceeding, whether permanent or temporary, and notwithstanding any assent thereto by Landlord.

11. For the purposes of this Guaranty, the Obligations shall survive the termination of the Agreement in accordance with its terms, by operation of law or by reason of an Event of Default or default by Tenant, whether or not the Obligations actually survive such termination, and Guarantor shall remain bound to perform its obligations under this Guaranty notwithstanding such termination.

12. Notwithstanding any provision of this Guaranty to the contrary, Landlord may, without notice of any kind, sell, assign or transfer the Agreement, and in such event each and every immediate and successive assignee, transferee or holder of the Agreement shall have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such person were herein by name specifically given such rights, powers and benefits, but Landlord shall have an unimpaired right to enforce this Guaranty for its benefit as to so much of the Obligations as Landlord has not sold, assigned, or transferred.

13. This Guaranty has been and shall be conclusively deemed made and delivered in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Guarantor hereby consents to the exercise of personal jurisdiction over Guarantor by any federal or state court in the State of Georgia and consents to the laying of venue in any such court. Nothing contained herein shall prevent Landlord from bringing any action or exercising any rights against any security given to Landlord by Tenant or Guarantor, or against Guarantor personally, or against any property of Guarantor, within any other state. Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement that the laws of the State of Georgia shall govern the rights and obligations of Guarantor and Landlord hereunder or of the submission made by Guarantor to personal jurisdiction within the State of Georgia.

14. Guarantor warrants and represents to Landlord that any financial statements heretofore delivered by Guarantor to Landlord were true and correct in all respects as of the date delivered to

Landlord. At any time this Guaranty is in effect, Guarantor shall, upon seven (7) days prior written notice from Landlord, provide Landlord with a current financial statement and financial statements of the two (2) years prior to the current financial statement year and such other financial information as Landlord may reasonably request (including, without limitation, copies of Guarantor's filed federal and state income tax returns for the most recent taxable year). Landlord agrees to keep confidential and not use such financial statements and information, except in connection with the administration or enforcement of the Lease or this Guaranty, a proposed sale of the Shopping Center, or the consummation or administration of loan transactions. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant.

15. Guarantor covenants that Guarantor shall have no right to recover against Tenant by way of subrogation to the rights of Landlord on account of any payment by Guarantor to Landlord hereunder until all of the Obligations have been paid and satisfied in full, and Guarantor hereby waives, releases, covenants not to sue, and relinquishes any such rights of subrogation to such extent. Any indebtedness of Tenant to Guarantor, now or hereafter existing, is and shall be deferred, postponed, and subordinated to any and all amounts due under this Guaranty.

16. If Guarantor is a corporation, company, partnership or other entity, Guarantor and the persons executing this Guaranty as officers, members, or partners of the Guarantor, as applicable, represent that Guarantor has full authority to execute this Guaranty and that the individuals executing this Guaranty are duly authorized to execute this Guaranty on behalf of the entity, and that there is no provision in its charter or bylaws or operating agreement, partnership agreement or other entity governance document that in any way conflicts with or prevents the execution, delivery or performance of this Guaranty by Guarantor.

17. Guarantor covenants and represents that there is no provision in any other agreement by which Guarantor is bound that in any way conflicts with or prevents the execution, delivery or full and timely performance of this Guaranty by Guarantor. Guarantor warrants and represents that Guarantor has a direct financial interest in the making of said Agreement.

18. All of Landlord's rights and remedies under the Agreement or under this Guaranty are distinct, separate and cumulative, and no such right or remedy therein mentioned is to be in exclusion of or a waiver of any of the others. In addition, none of the provisions of this Guaranty shall be construed to limit any other provisions or any rights which Landlord may have at law, in equity or otherwise. None of the waivers by Guarantor made in this Guaranty shall be construed to preclude or limit any others.

19. This Guaranty sets forth all the covenants, provisions, agreements, conditions and understandings between Landlord and Guarantor concerning the Obligations, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Guarantor except those therein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Guaranty shall be binding upon Landlord or Guarantor unless reduced to writing and signed by them.

20. Guarantor hereby acknowledges and agrees that electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Guaranty had been delivered. Guarantor (i) intends to be bound by the signatures (whether original, faxed or electronic) on any document sent by facsimile or electronic mail, (ii) are aware that Landlord will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Guaranty based on the foregoing forms of signature.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE - NEW GUARANTY]

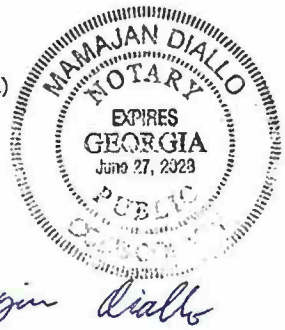
IN WITNESS WHEREOF, Guarantor has executed, sealed and delivered this New Guaranty, all as of the First Amendment Effective Date (as defined in the First Amendment to the Lease).

GUARANTOR:

_____(SEAL)
KINJAL K. PATEL

Residence Address:
6 Wesleyan Way
Dallas, Georgia 30132
Email: [redacted]

Soc. Sec. No.: On File

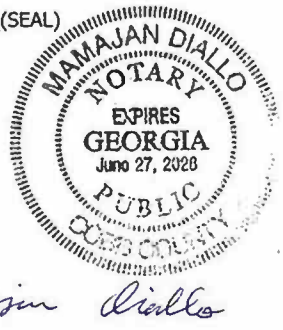


GUARANTOR:

_____(SEAL)
SWETABAN A. PATEL

Residence Address:
6 Wesleyan Way
Dallas, Georgia 30132
Email: [redacted]

Soc. Sec. No.: On File



Item Report

TO: The Honorable Mayor and City Council

FROM: Nikki McGraw, 911 Director

DATE: February 9, 2026

TITLE: **Resolution: Purchase of 911 Dispatch Consoles**
Consideration for approval of a Resolution authorizing the purchase of dispatch consoles for the Kennesaw/Acworth 911 Disptach Center from Evans Consoles Incorporated.

Summary:
Staff requests approval of a Resolution to accept the proposal from Evans Consoles Incorporated through the HGAC Cooperative agreement for the purchase and installation of four (4) dispatch consoles.

The total cost is **$116,372.49**, which includes transportation, offload, installation, debris removal of four (4) consoles, and three (3) years of the EvansCare Preventative Maintenance and Cleaning Agreement.

These consoles are a critical part of 911's daily operations and directly impact dispatcher safety, efficiency, and the long-term durability of our workspace.

Recommendation:
911 Director recommends approval.

Fiscal Impact:
Account Code: 215-3800-54-241600-00000
Total Cost: $116,372.49

Attachments:
1. RES 2026- 911 Dispatch Consoles
2. Exhibit A - 911 Dispatch Console Estimate
3. Kennesaw 911 Center Drawings

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-__

RESOLUTION TO AWARD PROJECT TO EVANS CONSOLES INCORPORATED FOR REPLACEMENT OF THE DISPATCH CONSOLES AT KENNESAW ACWORTH 911

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

WHEREAS, the current dispatch consoles in the Kennesaw Acworth 911 center are approaching their end of usable life; and

WHEREAS, Evans Console Incorporated has provided a proposal and estimate for replacing the dispatch consoles; and

WHEREAS, the scope of work includes all material and labor necessary for replacing the four (4) Dispatch Consoles at Kennesaw Acworth 911, to include installation and debris removal; and

WHEREAS, Evans Console Incorporated's pricing is based off current Houston-Galveston Area Council (HGAC) pricing, the proposal is for $116,372.49 and will be paid from the budget-approved Equipment Line on FY Budget 2025-2026.

NOW, THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes the Mayor to accept the proposal and award the project to Evans Console Incorporated for the Dispatch Consoles Replacement at Kennesaw Acworth 911 as presented in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of February 2026.

ATTEST:

CITY OF KENNESAW

_____
Lea Alvarez, City Clerk

_____
Derek Easterling, Mayor

EVANS

PRICE QUOTATION

Kennesaw County

Project Name: Kennesaw County - 911 Center
Project Location: Kennesaw, Georgia, United States

Project Number: 25-5411 Phase 1 Revision 7
Submittal Date: January 9, 2026

Sales Lead: Megan Koehler

Project Manager: Zach Mudryk

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
Console	RSPNG-C	85,314.09	1	85,314.09
			Sub-Total	85,314.09
Services				
Console Preventative Maintenance and Cleaning Agreement Contract with EvansCare - 3 Year		1,485.00	4	5,940.00
			Sub-Total	5,940.00
Logistics				
Packaging				Included
Transportation, Offload, Transfer to Room of Rest, Debris Removal				12,872.20
Install				12,246.20
			Sub-Total	25,118.40
Project Total (USD, All Sales Taxes Excluded)				**116,372.49**

Note: Products on H-GAC Contract are marked as 'H'. Items without an 'H' are open market items. H-GAC Contract No. EC07-23

Shipping UCC Terms: FOB Destination to Kennesaw, Georgia, United States

Payment Terms:
100% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.
Quote validity period: 120 days for product; 120 days for freight and install within North America; 30 days for freight and install outside of North America. See Evans Terms & Conditions document for more details.
Prices will be valid for shipment six (6) months after receipt of purchase order. Any orders that have not been manufactured and shipped within this time frame may be subject to a price adjustment.
Evans accepts all major credit cards subject to service fees.

Accepted by (Title/Name): _____

Signature: _____ Date: _____

By signing this document, the signatory acknowledges that this represents a Purchase Agreement between the client and Evans Consoles with the stated scope of supply, pricing and Terms and Conditions.

MANUFACTURED PRODUCT
PROJECT DETAILS

Services			
Description	Unit Price	Qty	Extended Price
Console Preventative Maintenance and Cleaning Agreement Contract with EvansCare - 3 Year Preventative maintenance and cleaning will be performed once per year on any brand of console. Consoles will be inspected and preventative maintenance such as hinge adjustments, tightening screws, leveling, and minor touch ups will be performed to lessen the likelihood of a possible breakdown, ensuring that consoles function at their optimum level of performance. Cleaning is performed on-site while the control center stays live. All surfaces are touched a minimum of three times. Service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. All keyboards, monitors, mice, and computers (outside case only) units cleaned and wiped down with specialty cleaners. Low scent cleaning products are used to avoid disruption of the control center with harsh chemical smells and odors. Priced per operator position.	1,485.00 **H**	4	5,940.00

Shipment / Installation A	
Includes all product	
Packaging	Price
Blanket Wrapped	Included
Transportation	
Transportation by Truck (LTL) to Kennesaw, Georgia, United States	12,872.20
Evans Offload to Room of Rest	Included
Debris Removal	Included
Transit Time: 10 Days Evans' standard transportation and offload pricing assumes a single shipping activity at a non-union site, during weekdays, regular work hours, site accommodates a 53 ft. (16 m) trailer with loading dock, main floor delivery, clear access (i.e., hallways, doors, and corners with minimum 36 in. (1 m) clearance) from loading dock to room of delivery using furniture dollies with a maximum offload travel to room of 150 ft. (50 m). Please note that there are additional charges for remote locations (e.g., Islands, extreme regions, non-major highway access, or other site conditions), cross dock, cube van or lift gate, forklift, pallet jack, crane, or other offload requirements, any delivery above a main floor, stair carry, multiphase delivery, prevailing wage requirements, off hours (i.e., prior to 8:00 a.m.), evening (i.e., after 3:00 p.m.), and weekend delivery, military base/secure site/specific citizenship requirements, and union rates as specified.	
Install	
Evans Installation	12,246.20
Evans' pricing assumes a single installation activity at non-union sites, during weekdays, regular work hours, and room is free of construction and clear of operations and other trades or contractors. Please note that there are additional charges for remote locations (200 miles/300 km from an international airport); drug & alcohol testing; safety training; security or background checks (ex. TWICS, Military); phased install; multiphase installation; live operations cut over; prevailing wage requirements; off hours (prior to 8:00 AM), evening (after 5:00 PM), and weekend install; union rates as specified, and any onsite scope changes. The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report). Failure to provide such a contact assumes the activity as reported has been accepted. Assumes that site preparedness has been met in accordance with the attached contract terms and conditions.	

Console Qty: 1

Response NextGen

	Part Number	Description	Measure	Unit Price	Qty	Extended Price
PRODUCT STRUCTURE						
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	Included	1	Included
2	RSPNG-ETB	Extended Technology Bridge	Units	661.52 H	22	14,553.44
3	RSPNG-SLE-L	Large Support Leg Enclosure (end support legs)	Each	741.33 H	8	5,930.64
4	CO-WS-HPL-40	HPL Work Surface with Flat PVC Edge; 40" (1016mm) to 50" (1270mm) depth	Units	169.93 H	36.5	6,202.45
5	CO-WS-U-ESUN	Upgrade Work Surface Edge from Flat PVC to Ergonomic Soft Urethane Nosing	Units	113.14 H	23.5	2,658.79
6	CO-WLS-LC-HD-2	Two heavy duty lift columns with a single equipment controller and switch	Each	1,653.78 H	4	6,615.12
7	CO-WLS-WSSC	Work surface support cage kit	Units	61.55 H	36.5	2,246.58
8	CO-WLS-CSTS	Contact safety tape switch option for main platform	Units	120.60 H	35.5	4,281.30
9	CO-SR-S	Standard Slatrail system	Units	167.18 H	35	5,851.30
10	RSPNG-EE-FD	Full Depth Equipment Enclosure	Units	550.26 H	8	4,402.08
11	RSPNG-EE-RD	Reduced Depth Equipment Enclosure	Units	279.36 H	20	5,587.20
EQUIPMENT/ACCESSORIES						
12	CO-ESS-BFS	Base Fixed Shelf	Each	239.33 H	8	1,914.64
13	CO-EC-W	Wide Energy Chain with upper and lower mounting brackets	Each	106.43 H	14	1,490.02
14	CO-MA-E-SW-DT-KN	Double Tier Monitor Arm with a Knuckle Only; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	353.12	4	1,412.48
15	CO-MA-E-SW-DT-SL	Double Tier Monitor Arm with a Single Link; Includes Slatwall/Slatrail mount (max 40 lbs. (18.1 kg))	Each	402.68	8	3,221.44
16	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	119.09 H	12	1,429.08
17	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	180.41 H	8	1,443.28
18	CO-PDG-DT-4P-UUPP	Desktop Mounted Pop-Up Power and Data Grommet with 4 Ports; 2 USB-A+C Charging, 2 Power Receptacles (NEMA 5-15)	Each	431.26 H	4	1,725.04
19	CO-HT-C-FI-400-EL	Single Front Intake Ceramic Forced Air Heater; EnviroLinc compatible, 400W total, 110V	Each	355.07 H	4	1,420.28
20	CO-TL-SW-ZB	Z-Bar task light by Koncept with Slatwall mount (refer to drawing for plug type)	Each	249.81 H	4	999.24
21	CO-EL-CCS	EnviroLinc core control system (power module not included)	Each	1,230.17 H	4	4,920.68
22	CO-EL-PM-AC	EnviroLinc AC power module; 110V, 3' power cord, NEMA 5-15 (Type B plug)	Each	350.29 H	4	1,401.16
23	CO-EL-TSC	EnviroLinc touch screen controller	Each	342.97 H	4	1,371.88
24	CO-EL-DF	EnviroLinc desktop fans (pair)	Each	128.73 H	4	514.92
25	CO-PL-H-3X3-NC	PowerLinc Hub; 3 circuits with 3 outlets each (3x3), no cable	Each	661.64 H	4	2,646.56
26	CO-PL-JB-3R	PowerLinc Junction Box (3R)	Each	202.07 H	1	202.07
27	CO-PL-EC-12-06	6' (1.8m) PowerLinc Extender Cable; 12 AWG	Each	186.71 H	1	186.71
28	CO-PL-EC-12-10	10' (3m) PowerLinc Extender Cable; 12 AWG	Each	228.57 H	3	685.71
					Sub-Total (single unit)	85,314.09

TERMS AND CONDITIONS

The following standard terms and conditions apply to the attached quotation (the "Quotation"), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/or Evans Consoles Incorporated (collectively, "Evans") to the purchaser (the "Buyer") of the products and/or services (the "Work").

1.0 Quotation

1.1 Unless otherwise stated in the Quotation, the Quotation prices are valid within North America for ninety (90) days for product, freight, and installation. Outside of North America, prices for freight and installation are valid for thirty (30) days from the date of the Quotation.

1.2 The prices in the Quotation are valid for Work shipped or completed within six (6) months from the date of the confirmed order (the "Purchase Order") or date of the signed Quotation received by Evans. Evans reserves the right to revise or adjust pricing, at their sole discretion, on orders not shipped or completed within the six (6) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation and transportation Quotation.

2.0 Price and Payment

2.1 Except as otherwise agreed in writing by the parties or otherwise stated in the front page of the Quotation, the price of the Work must be paid as per the following payment terms:

- 2.1.1 Thirty percent (30%) progress payment net thirty (30) due upon Sign Off, as herein defined in clause 3.1;
- 2.1.2 Seventy percent (70%) net thirty (30) upon shipment of the Work;
- 2.1.3 A one-point five percent (1.5%) late payment penalty must be applied per calendar month per payment if payment is not received within 30 days of invoice issuance.

2.2 Pay When Paid Clause. Buyer must NOT withhold payment to Evans for reasons unrelated to the Work of Evans. Buyer must not unreasonably withhold authorization for payment.

2.3 For Purchase Orders which require the Work to be shipped and or installed outside of the United States or Canada, credit approval from a third-party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans at their sole discretion. Payment must be provided through an Irrevocable Letter of Credit (the "ILC"). The terms of the ILC must be:

- 2.3.1 The ILC must be in the English language and all supporting or related documents requiring execution must also be in English;
- 2.3.2 The ILC must be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
- 2.3.3 The expiry of the ILC must extend at minimum six (6) months past the installation or shipping date set out in the Quotation, whichever is later. If the project is delayed or rescheduled, then the ILC expiry date will need to be extended; and
- 2.3.4 All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, and statement of compliance to product specification.

2.4 It is recognized that an Evans console solution is a one -of-a-kind, custom-made product specifically designed to meet the Buyer's equipment and ergonomic requirements, hence:

- 2.4.1 Once design and production have started or the product has been shipped, the order is non-cancelable, non-returnable, and non-refundable.
- 2.4.2 Third party buyouts (where there is no Evans manufacturing component) will have a minimum restocking charge of 25%, plus freight. This will be confirmed at the time of return request based on the policies in place from our third-party suppliers.

2.5 The Quotation price includes all transportation, carriage, and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.

2.6 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order and may result in an amendment to the Quotation to consider any additional costs incurred.

2.7 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada, Evans is required by law to collect the appropriate state, provincial, and municipal sales and use taxes at the time of invoice, for the products supplied. If applicable to this procurement, Evans will require a certificate of tax exemption prior to the time of invoicing. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes, or any other taxes at the shipping destination are the sole responsibility of the Buyer.

2.8 Evans is required by United States federal law to provide a federal tax identification number on all shipments delivered within the United States. This information must be included in the Purchase Order prior to shipment of any Work.

3.0 Scheduling

3.1 Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in clause 2.1.1, and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".

3.2 Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope, and shipping destination will affect the project schedule.

3.3 All the detailed information required to complete the design of the consoles must be provided to Evans by the Buyer at the time of project Sign Off. All of the product dimensions shown on the Sign Off drawings are considered final. Any changes to these dimensions by the Buyer after project Sign Off may have an impact on pricing and/or schedule.

3.4 In the case where there are further questions following project Sign Off, or there are clarifications or missing information that are identified during the detailed design and manufacturing stage of the project, the Buyer must respond to these questions within forty-eight (48) hours of the request being sent by Evans. If Evans does not receive a request within the timeframe, the scheduled project delivery and/or cost may be impacted.

3.5 Room dimensions that are provided to Evans by the Buyer and which are shown on the Sign Off drawings, are assumed to be the correct onsite dimensions. In the case there is a discrepancy between the onsite conditions and the Sign Off drawings, the Sign Off drawings will be considered as correct, and any adjustment required may have an impact on pricing and/or schedule.

4.0 Packing

4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces, and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.

4.2 At the Buyer's request, Evans can supply rugged crating for general freight, ocean freight, air freight, or Less Than Truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (i.e., plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or Change Order for any additional services.

5.0 Shipment and Storage

5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments, or off-site storage of the product, Evans will provide a revised Quotation or Change Order for the additional services. Freight (i.e., transportation) pricing is subject to adjustment due to fuel cost changes. Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the ship date. Any last-minute changes from the client may have a cost/schedule impact.

5.2 Evans follows the international trade terms under Incoterms 2020 and Uniformed Commercial Code (UCC).

5.3 When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms must be Carriage, Insurance Paid To (CIP) named destination point. Title and risk must pass to the Buyer when the Work is delivered to the carrier by Evans who pays for transportation and insurance to the named destination.

5.4 If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. Evans packaging uses Shockwave indicators to assess potential impacts and rough handling

during shipping. When the customer receives the product from an Evans shipment or is responsible for handing or offloading, when the crate/crates are received inspect the Shockwatch 2 indicator and follow the following process (a) check serial number of the indicator. Confirm that it matches the serial number on the shipping document (b) review indicator windows for activation. If red, the sensitivity threshold was exceeded by an impact. If indicator window is red, accept the shipment. However, note on the bill of lading the indicator was activated and inspect the shipment for damage. Take pictures of the damaged crate before opening it. Open the crate and inspect parts for damage. If there are damaged parts take pictures and notify your Evans Consoles Project Manager.

5.5 In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor must determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.

5.6 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.

5.7 If the Buyer is responsible for shipping the Work, the shipping terms will be Ex Works (EXW) (named place of delivery) as defined in Incoterms 2020 or the Uniformed Commercial Code (UCC). Evans will place the Work on Evans' loading dock, suitably packaged for export shipment and advise the Buyer in writing it is available for pickup. If pickup does not occur within three (3) working days, additional costs may apply. The Buyer must communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for all damages during loading, transport, and off-loading.

5.8 The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five degrees Celsius (15°C to 25°C) (i.e., sixty to seventy degrees Fahrenheit (60°F-75°F)) and between forty-five to fifty-five percent (45% to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

6.0 Site Preparation and Installation

6.1 The Buyer must make the destination and/or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way affect or impact the installation of the Work must be complete.

6.2 The Buyer must appoint a representative who will be available at the Site to direct Evans installation team regarding security, site safety, and Work placement.

6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.

6.4 Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the installation activity. Any last-minute changes from the client may have a cost/schedule impact.

6.5 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by Evans at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.

6.6 All installations of the Work must be performed by an authorized Evans Representative or an Evans' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that Evans products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by Evans, they must execute an Installation Waiver in favor of Evans. If the Buyer is a dealer not certified by Evans to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Change Order").

7.2 All changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue a Change Order to the Purchase Order. If any change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates, or both, and Evans will provide a revised Quotation or Change Order for the adjustment.

8.0 Buyer Acceptance

8.1 Upon completion of the installation, the Buyer must arrange for the Buyer's representative to receive a product demonstration and training on the operation and maintenance of the installed Work.

8.2 Upon completion of the installation of the Work, a report will be produced by the Installer, and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office within forty-eight (48) hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

9.0 Evans Warranty

9.1 Unless otherwise stated in the quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:

a. Lifetime warranty on all fixed structural frame components;
b. Lifetime warranty on all static exterior panels and work surface components parts; with five (5) years for labor;
c. Lifetime warranty on all adjustable, sliding or hinged mechanisms or parts; with five (5) years for labor;
d. Five (5) year warranty on the Evans branded E-Arm family;
e. Five (5) year warranty on electrical actuated lift columns;
f. Three (3) year product warranty on Evans' PowerLinc™ system;
g. Three (3) year product warranty on Evans' EnviroLinc™ system with Evans Ceramic heater;
h. Three (3) year product warranty on Evans' LumiLinc™ system;
i. Original Equipment Manufacturer (OEM) warranty on all third-party buyouts.

9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site in the form of a signed Project Completion Report (PCR). If the product goes into storage for more than three months, warranty period will start on the first day of the fourth month. If Evans is not providing installation services for the consoles, Evans' Lifetime Limited Warranty does not apply to damage resulting from improper installation. Notification of any defect or failure must be in writing to Evans within the applicable warranty period. If a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans must not be obligated to provide any warranty for the Work.

9.3 If the Buyer executes an EvansCare Maintenance contract within one (1) year of project final acceptance, as long as the contract is maintained on an annual basis, Evans will provide a lifetime warranty on all elements of the Work. Failure to maintain an annual EvansCare Maintenance contract (with no breaks allowed) will revert warranty back to standard terms as outlined in clause 9.1.

9.4 At Evans' option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If

Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 12.0 below, the decision is binding and final upon the Buyer.

9.5 The warranty periods must not be extended or modified due to any warranty claims, repairs, or replacements made under section 9.0.

9.6 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.

9.7 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia-based cleaners are used on the nosing and/or worksurface.

9.8 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third-party software.

9.9 The provision of installation labor is at the sole discretion of Evans, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of Evans' custom-fabricated products.

9.10 Rights and benefits of this section are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.

9.11 a. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Texas and exclusive jurisdiction of the regional district courts of Texas, and the United States District Court for the Northern District of Texas, Fort Worth Division, as appropriate, must have exclusive jurisdiction regarding any related disputes.

b. All Purchase Orders entered into by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

10.0 Confidentiality

10.1 The Buyer agrees to maintain confidentiality with regard to confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and must require the similar undertaking from any employees, subcontractors, representatives, or agents. Any drawings, plans, and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, must be confidential and must not be used for any purpose other than performing this contract. Such confidential information must not be reproduced or copied by the Buyer without Evans' written consent and must remain the sole property of Evans, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Texas and exclusive jurisdiction of the regional district courts of Texas, and the United States District Court for the Northern District of Texas, Fort Worth Division, as appropriate, must have exclusive jurisdiction regarding any related disputes.

11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury, or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.

12.2 Evans does not provide professional architectural, electrical engineering, mechanical engineering, or structural engineering services. Evans must be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.

12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT MUST Evans' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

13.1 If, by reason of a Force Majeure, either party hereto must be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party must give notice and full particulars of such Force Majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such Force Majeure, must be suspended during the continuance of the event then claimed, and such party must endeavor to remove or overcome such inability with all reasonable diligence. The term Force Majeure as employed herein, must mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the Force Majeure.

13.2 Each party must take all commercially reasonable steps to mitigate any loss or damages as a result of the Force Majeure.

13.3 The Buyer must pay for the portion of the Work completed and/or delivered up until the point of delay by Force Majeure.

14.0 Termination

14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within ten (10) days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and the Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.

14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

15.0 Waiver

15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival and Severability

16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9.0, 10.0, 11.0, 12.0, 15.0, and 17.0.

16.2 If any provision of these Terms and Conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms and Conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 Duties

17.1 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and EVANS acknowledge and agree that the price does not include any duties, tariffs, levies, import charges or assessments levied or imposed by the relevant Government authorities upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government upon the importation shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by EVANS, they shall be reimbursed by the Buyer to EVANS upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from EVANS' manufacturing facilities to the designated place or places for delivery specified in the Quotation.

Rev. Oct, 2025

COLORS SHOWN ARE REPRESENTATIONAL AND MAY VARY ON FINISHED PRODUCT.
COLOR SAMPLES ARE AVAILABLE IF REQUIRED FOR FINAL APPROVAL.



PRODUCT
RESPONSE NEXTGEN

E
VA
NSC
ONSO
LESES
TABLIS
HED1980

ISO 11064
CONSIDERATIONS IN CONTROL ROOM DESIGN

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

GREENGUARD

FSC www.fsc.org FSC® C124220

ONLY PRODUCTS / PROJECTS IDENTIFIED AS SUCH ARE FSC® CERTIFIED

intertek intertek intertek

ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

www.evansonline.com
EVANS

DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF EVANS, AND CAN ONLY BE USED OR REPRODUCED WITH THE COMPANY'S WRITTEN PERMISSION

GENERAL NOTES:
- **DO NOT SCALE DRAWINGS**
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT (±2.5mm PER 1m LINEAR)

REV	COMMENT	DATE	BY
D	FOURTH RELEASE	1/13/2026	YJ
C	THIRD RELEASE	01/02/2026	BM
B	SECOND RELEASE	8/19/2025	EVA
A	FIRST RELEASE	6/27/2025	WZ

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

KENNESAW COUNTY
911 CENTER

LOCATION: KENNESAW,GA

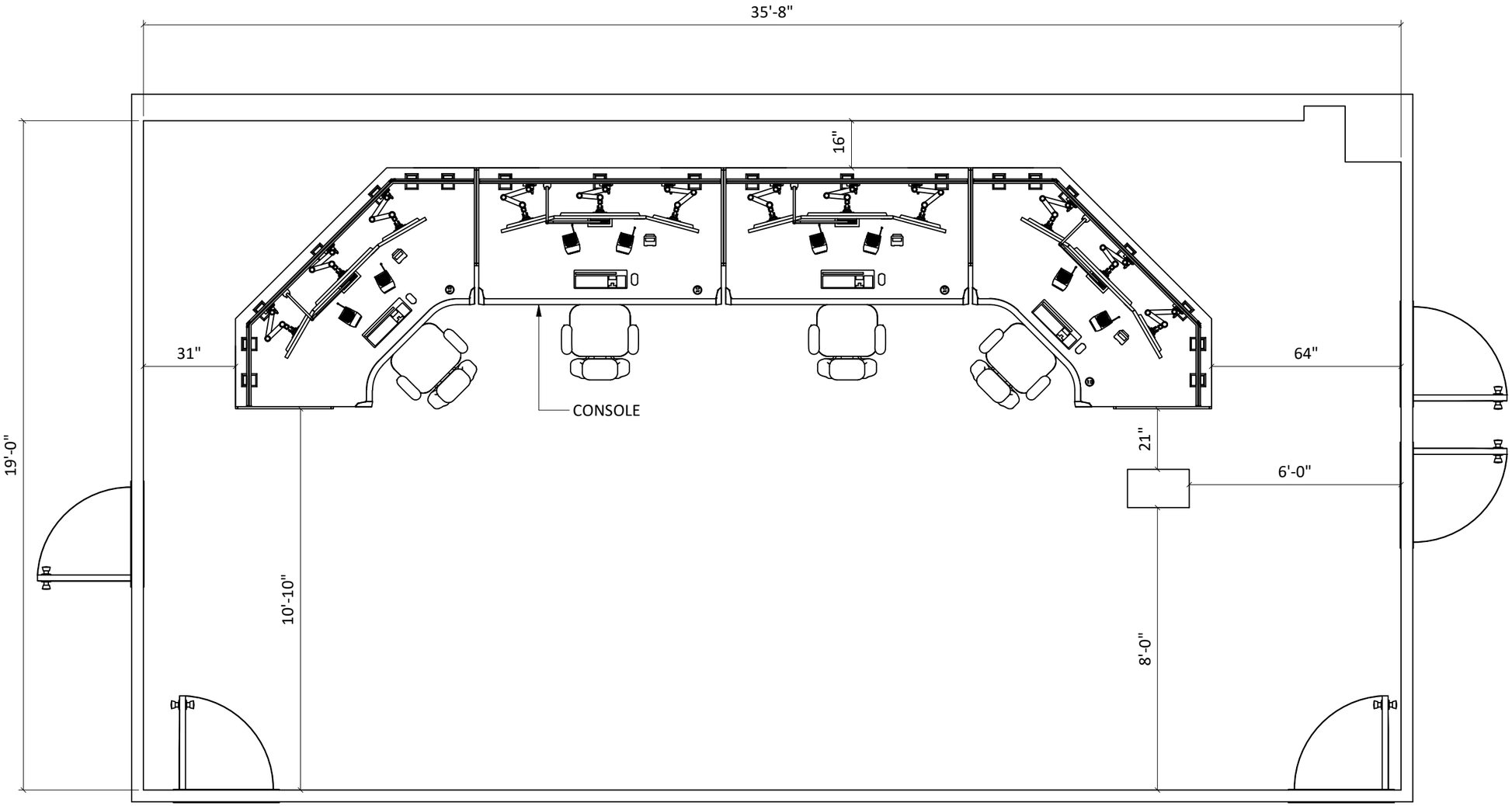
DRAWING

ROOM RENDERING

DATE	DRAWING NUMBER	REV
1/13/2026	1 OF 6	D
SCALE: AS SHOWN		

EVANS PROJECT NUMBER

25-5411-301



ROOM LAYOUT
SCALE NTS

THE ROOM DIMENSIONS AND LAYOUT SHOWN ON THIS DRAWING HAVE BEEN PROVIDED TO EVANS. THIS CONSOLE DESIGN ASSUMES A MINIMUM 34 3/4" CLEAR PATH OF TRAVEL INTO THE CONTROL ROOM. EVANS HAS NOT PERFORMED A SITE INSPECTION TO VERIFY ROOM DIMENSIONS OR FLOOR PLAN LAYOUT. WE REQUEST THAT THE DIMENSIONS AND LAYOUT SHOWN ARE VERIFIED BY THE END USER PRIOR TO THE APPROVAL OF THIS DRAWING.

PRODUCT
RESPONSE NEXTGEN

E
VA
NSC
ONSO
LESES
TABLIS
HED1980

ISO 11064
CONSIDERATIONS IN CONTROL ROOM DESIGN

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

GREENGUARD

FSC www.fsc.org FSC® C124220

ONLY PRODUCTS / PROJECTS IDENTIFIED AS SUCH ARE FSC® CERTIFIED

intertek intertek intertek

ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

www.evansonline.com
EVANS

DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF EVANS, AND CAN ONLY BE USED OR REPRODUCED WITH THE COMPANY'S WRITTEN PERMISSION

GENERAL NOTES:
- **DO NOT SCALE DRAWINGS**
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT (±2.5mm PER 1m LINEAR)

REV	COMMENT	DATE	BY
D	FOURTH RELEASE	1/13/2026	YJ
C	THIRD RELEASE	01/02/2026	BM
B	SECOND RELEASE	8/19/2025	EVA
A	FIRST RELEASE	6/27/2025	WZ

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

KENNESAW COUNTY
911 CENTER

LOCATION: KENNESAW,GA

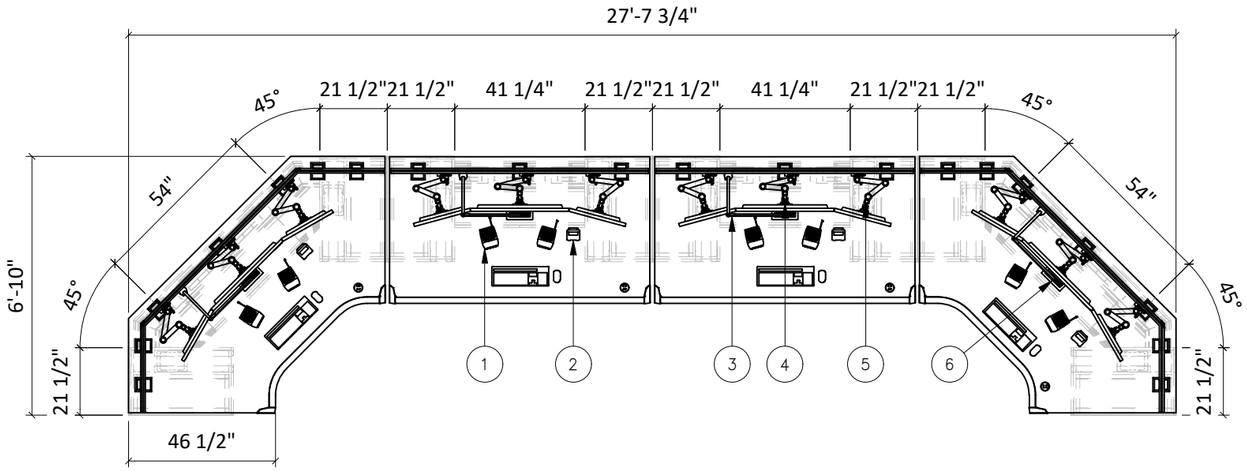
DRAWING

ROOM LAYOUT

DATE	DRAWING NUMBER	REV
1/13/2026	2 OF 6	D
SCALE AS SHOWN		

EVANS PROJECT NUMBER

25-5411-301



CONSOLE PLAN - 1 REQ

SCALE 1/4" = 1'-0"

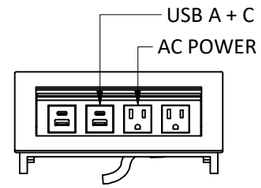


CONSOLE PERSPECTIVE

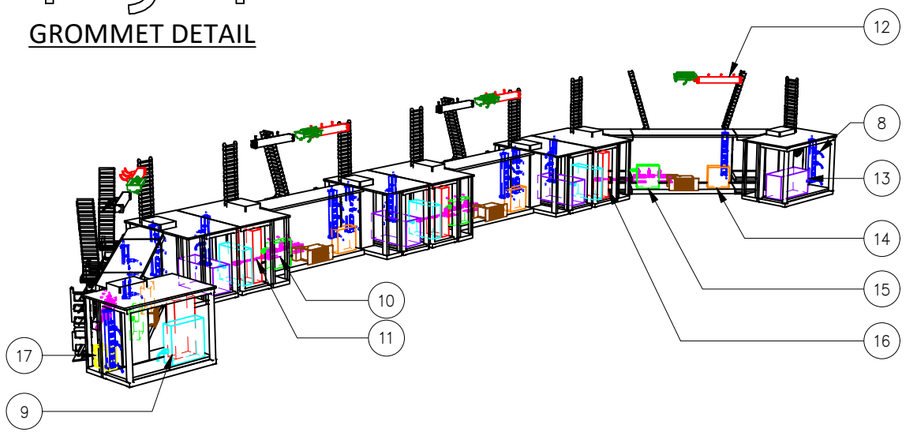
COMBINED POWER DRAW	
DISCLAIMER	POWER DRAW
THIS CONSOLE CONTAINS ELECTRICAL COMPONENTS OTHER THAN CLIENT INSTALLED DEVICES. THESE COMPONENTS HAVE A COMBINED POWER DRAW RATING REQUIRED TO FUNCTION AS DESIGNED. VARIANCES IN POWER DRAW CANNOT BE ENTIRELY PREDICTED DUE TO UNCONTROLLED CHANGES IN CLIENT LOADS. ENSURE LOCAL ELECTRICAL CODES PERTAINING TO POWER DISTRIBUTION ARE FOLLOWED WHEN ADDING LOADS TO ANY CONNECTED CONSOLE CIRCUITS.	2370 WATTS

LEGEND

ITEM	QTY	DESCRIPTION
1	8	ENVIROLINC DESKTOP FAN
2	4	ENVIROLINC TOUCH SCREEN CONTROLLER
3	4	SLATWALL/SLATRAIL Z BAR TASKLIGHT BY KONCEPT
4	4	SLATWALL/SLATRAIL DOUBLE TIER MONITOR ARM MAX EQ: 40 LBS (18.1 KG) VESA MOUNT: 75X75, 100X100 BLACK
5	8	SLATWALL/SLATRAIL SINGLE TIER MONITOR ARM MAX EQ: 40 LBS (18.1 KG) VESA MOUNT: 75X75, 100X100 BLACK
6	4	DESKTOP POWER GROMMET; 2 POWER RECEPTACLES (NEMA 5-15), 2 USB A+C CHARGING, 180" CORD, BLACK
7	4	CERAMIC HEATER 400W FRONT INTAKE (POWER MODULE CABLE TO BUILDING POWER SOURCE SHALL NOT EXCEED 3FT)
8	12	NORTH AMERICA POWER BAR; 120V/15A, 6 OUTLETS, 6' POWER CORD, CSA/UL
9	4	DELL PC 7020 OPTIPLEX (NOT BY EVANS)(MAX DIM W 3.65 in x D 11.53 in x H 11.42 in)
10	4	POWERLINC HUB; 3X2, NO CABLE(OPTIONAL)
11	4	10' (3M) POWERLINC EXTENDER CABLE; 12 AWG(OPTIONAL)
12	8	NORTH AMERICA POWER BAR; 120V/15A, 8 OUTLETS, 15' POWER CORD, CSA/UL
13	4	CYBERPOWER PR1500LCD (DIM: 17" L x 6.7" W x 8.7"H)(NOT BY EVANS)
14	4	WEST PHONE (NOT BY EVANS)(DIM:8"D x 8"H x 3"W)
15	4	MOTOROLA RADIO 2, DIM: 2.7"W x 8.3"H x 8.6"D (NOT BY EVANS)
16	4	MOTOROLA RADIO 1, DIM: 3.5"W x 17"H x 7.2"D (NOT BY EVANS)
17	1	POWERLINC JUNCTION BOX (3R)



GROMMET DETAIL



BASE EQUIPMENT

PRODUCT

RESPONSE NEXTGEN

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818
GREENGUARD
FSC www.fsc.org FSC® C124220
ONLY PRODUCTS / PROJECTS IDENTIFIED AS SUCH ARE FSC® CERTIFIED
intertek intertek intertek
ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

www.evansonline.com

EVANS

DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF EVANS, AND CAN ONLY BE USED OR REPRODUCED WITH THE COMPANY'S WRITTEN PERMISSION

GENERAL NOTES:
- **DO NOT SCALE DRAWINGS**
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT (±2.5mm PER 1m LINEAR)

REV	COMMENT	DATE	BY
D	FOURTH RELEASE	1/13/2026	YJ
C	THIRD RELEASE	01/02/2026	BM
B	SECOND RELEASE	8/19/2025	EVA
A	FIRST RELEASE	6/27/2025	WZ

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

KENNESAW COUNTY 911 CENTER

LOCATION: KENNESAW,GA

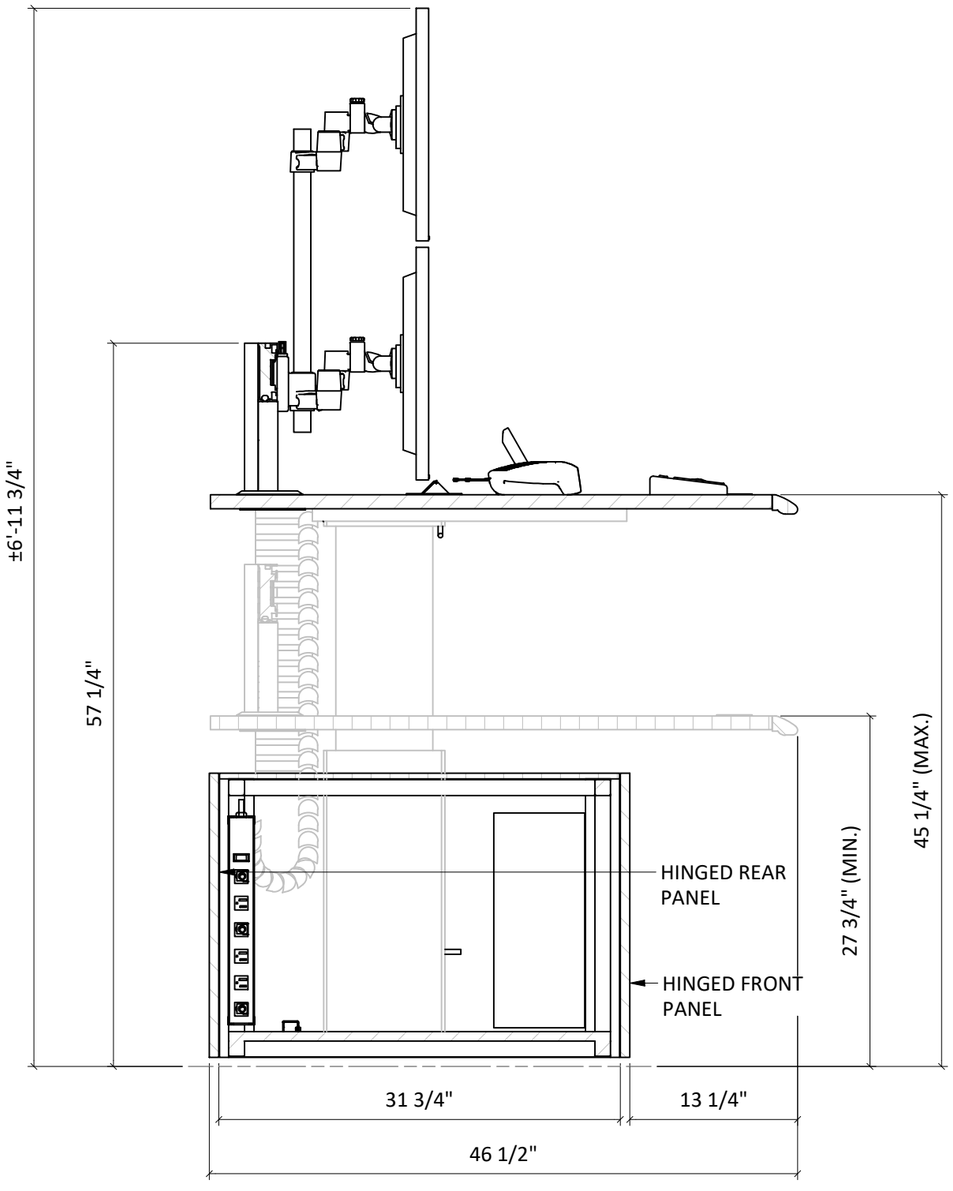
DRAWING

CONSOLE DETAILS

DATE	DRAWING NUMBER	REV
1/13/2026	3 OF 6	D
SCALE AS SHOWN		

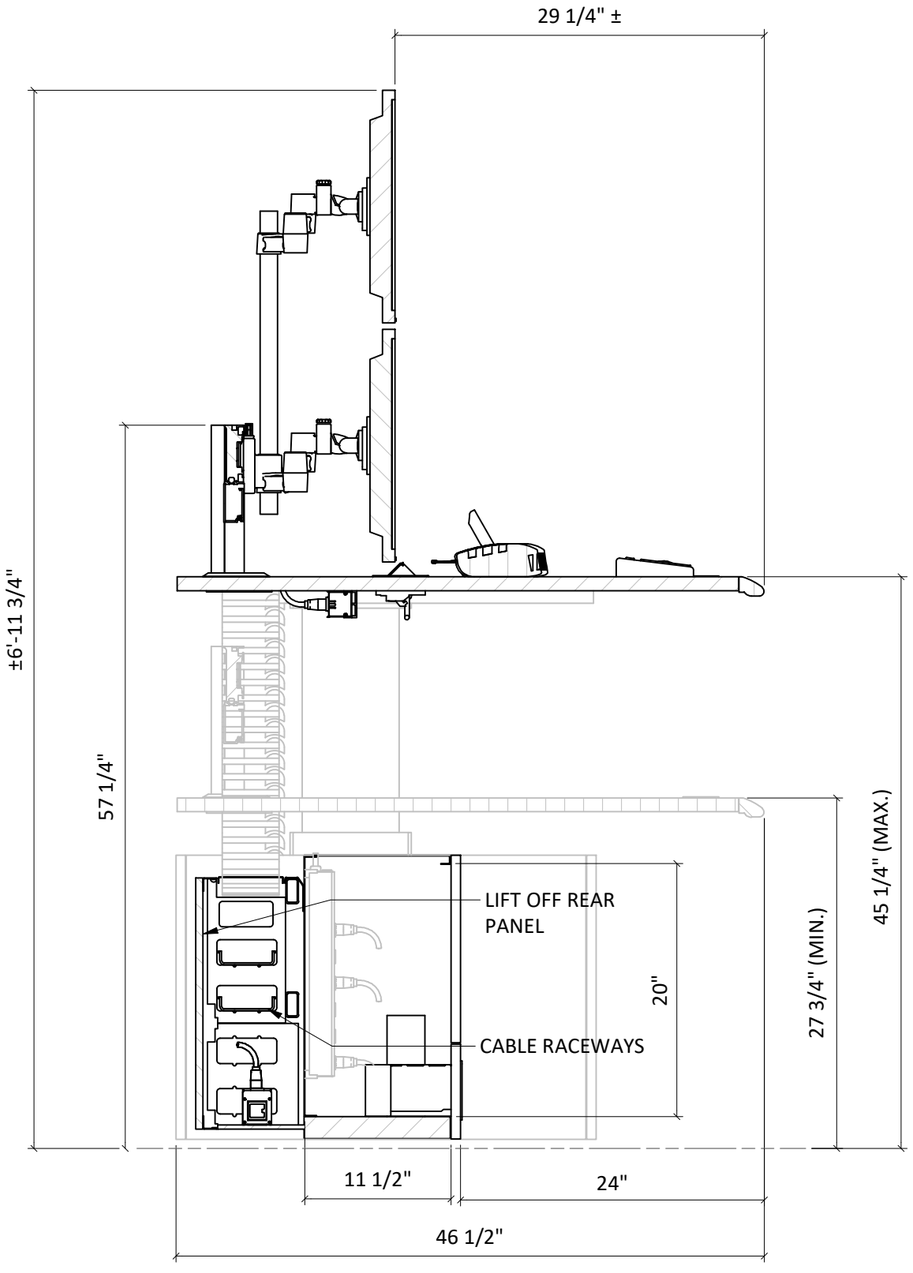
EVANS PROJECT NUMBER

25-5411-301



SECTION AT FULL DEPTH ENCLOSURE

SCALE 1" = 1'-0"



SECTION AT REDUCED DEPTH ENCLOSURE

SCALE 1" = 1'-0"

PRODUCT

RESPONSE NEXTGEN

EVA
NSC
ONSO
LESES
TABLIS
HED1980

ISO 11064
CONSIDERATIONS IN CONTROL ROOM DESIGN

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

GREENGUARD

FSC www.fsc.org FSC® C124220

ONLY PRODUCTS / PROJECTS IDENTIFIED AS SUCH ARE FSC® CERTIFIED

intertek intertek intertek

ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

www.evansonline.com

EVANS

DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF EVANS, AND CAN ONLY BE USED OR REPRODUCED WITH THE COMPANY'S WRITTEN PERMISSION

GENERAL NOTES:

- **DO NOT SCALE DRAWINGS**
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT (±2.5mm PER 1m LINEAR)

REV	COMMENT	DATE	BY
D	FOURTH RELEASE	1/13/2026	YJ
C	THIRD RELEASE	01/02/2026	BM
B	SECOND RELEASE	8/19/2025	EVA
A	FIRST RELEASE	6/27/2025	WZ

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

KENNESAW COUNTY 911 CENTER

LOCATION: KENNESAW,GA

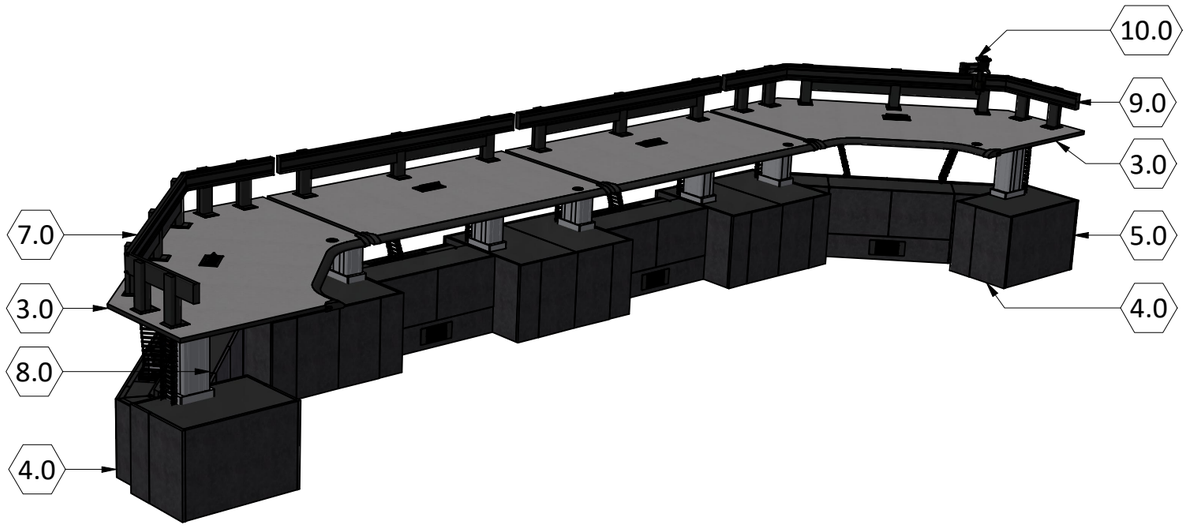
DRAWING

CONSOLE SECTION

DATE	DRAWING NUMBER	REV
1/13/2026	4 OF 6	D
SCALE AS SHOWN		

EVANS PROJECT NUMBER

25-5411-301

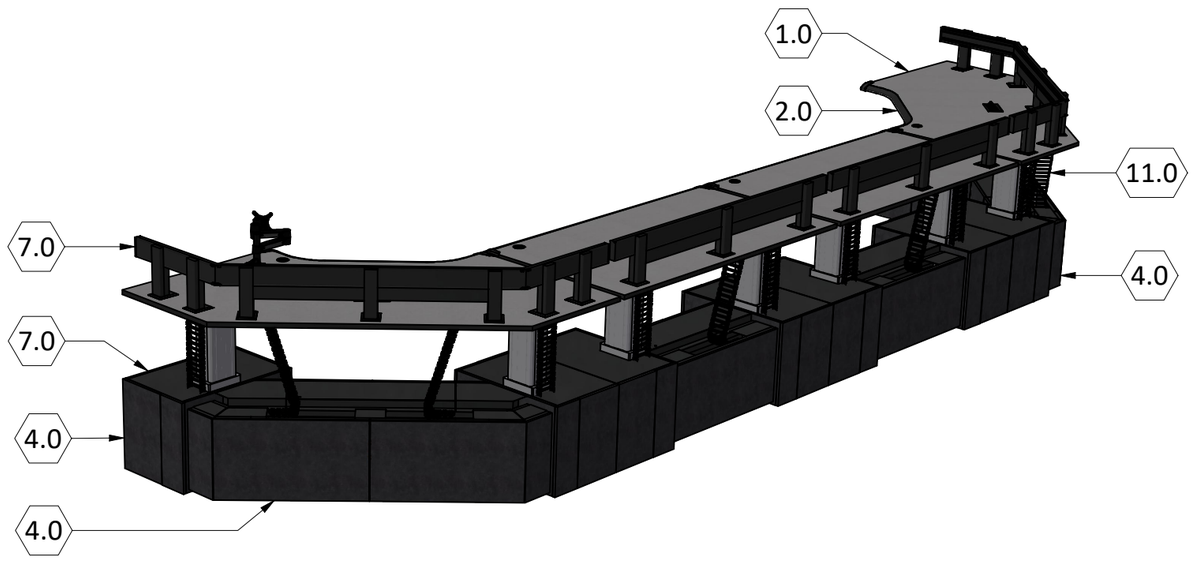


FINISH SCHEDULE

ITEM	NAME	SELECTED FINISH
1.0	WORK SURFACES	HPL - Wilsonart Misted Zephyr 4843-60
2.0	WORK SURFACE NOSING	Black Soft Urethane
3.0	WORK SURFACE PVC EDGING	Black
4.0	FRONT & REAR PANELS	HPL - Wilsonart Oiled Soapstone 4882-38
5.0	END PANELS	HPL - Wilsonart Oiled Soapstone 4882-38
6.0	PANELS PVC EDGING	Black
7.0	EXTERNAL METAL SURFACES	XP Black Sandtex
8.0	LIFT COLUMNS	Silver
9.0	SLATRAIL INSERT	HPL - Wilsonart Black 1595-60
10.0	E-ARMS	Black
11.0	E-CHAINS	Black
NOTE:	INTERNAL FRAME AND ACCESSORIES	XP Black Sandtex & Natural Aluminum

ALL REFERENCED CONSOLE ELECTRICAL COMPONENTS ARE RECOGNIZED FOR USE IN ASSEMBLIES UNDER NRTL STANDARDS. A QUOTE FOR COMPLETE ASSEMBLY CERTIFICATION IS AVAILABLE UPON REQUEST.

ELECTRICAL COMPONENTS ARE BASED ON:
120V/60Hz
TYPE: NEMA 5-15



COLORS SHOWN ARE REPRESENTATIONAL AND MAY VARY ON FINISHED PRODUCT.
COLOR SAMPLES ARE AVAILABLE IF REQUIRED FOR FINAL APPROVAL.

PRODUCT
RESPONSE NEXTGEN

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

ONLY PRODUCTS / PROJECTS IDENTIFIED AS SUCH ARE FSC® CERTIFIED

www.evansonline.com
EVANS
DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF EVANS, AND CAN ONLY BE USED OR REPRODUCED WITH THE COMPANY'S WRITTEN PERMISSION

GENERAL NOTES:
- **DO NOT SCALE DRAWINGS**
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT (±2.5mm PER 1m LINEAR)

REV	COMMENT	DATE	BY
D	FOURTH RELEASE	1/13/2026	YJ
C	THIRD RELEASE	01/02/2026	BM
B	SECOND RELEASE	8/19/2025	EVA
A	FIRST RELEASE	6/27/2025	WZ

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

KENNESAW COUNTY
911 CENTER

LOCATION: KENNESAW,GA

DRAWING

FINISH SCHEDULE

DATE	DRAWING NUMBER	REV
1/13/2026	5 OF 6	D
SCALE: AS SHOWN		

EVANS PROJECT NUMBER

25-5411-301

COLORS SHOWN ARE REPRESENTATIONAL AND MAY VARY ON FINISHED PRODUCT.
COLOR SAMPLES ARE AVAILABLE IF REQUIRED FOR FINAL APPROVAL.



PRODUCT

RESPONSE NEXTGEN

E
VA
NSC
ONSO
LESES
TABLIS
HED1980

ISO 11064
CONSIDERATIONS IN CONTROL ROOM DESIGN

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

GREENGUARD

FSC www.fsc.org FSC® C124220

ONLY PRODUCTS / PROJECTS IDENTIFIED AS SUCH ARE FSC® CERTIFIED

intertek intertek intertek

ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

www.evansonline.com

EVANS

DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

PROPRIETARY STATEMENT:
DRAWINGS AND DESIGNS ARE THE PROPERTY OF EVANS, AND CAN ONLY BE USED OR REPRODUCED WITH THE COMPANY'S WRITTEN PERMISSION

GENERAL NOTES:
- **DO NOT SCALE DRAWINGS**
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT (±2.5mm PER 1m LINEAR)

REV	COMMENT	DATE	BY
D	FOURTH RELEASE	1/13/2026	YJ
C	THIRD RELEASE	01/02/2026	BM
B	SECOND RELEASE	8/19/2025	EVA
A	FIRST RELEASE	6/27/2025	WZ

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

KENNESAW COUNTY 911 CENTER

LOCATION: KENNESAW,GA

DRAWING

CONSOLE RENDERING WITH SLATWALL

DATE	DRAWING NUMBER	REV
1/13/2026	6 OF 6	D
SCALE: AS SHOWN		

EVANS PROJECT NUMBER

25-5411-301

Item Report

TO: The Honorable Mayor and City Council

FROM: Bill Westenberger, Chief of Police

DATE: February 9, 2026

TITLE: **Crime Stats: January 2026**
Consideration for the acceptance of the January 2026 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. M&C Report January 2026

January 2026 Crime Statistics

Group A Crimes	Jan 2026	Jan 2025	YTD 2026	YTD 2025
AGGRAVATED ASSAULT	7 (+2)	5	7 (+2)	5
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	0 (+0)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	4 (-2)	6	4 (-2)	6
DRUG/ NARCOTICS OFFENSES	35 (+4)	31	35 (+4)	31
EMBEZZLEMENT	0 (+0)	0	0 (+0)	0
EXTORTION	0 (+0)	0	0 (+0)	0
FORGERY	0 (-3)	3	0 (-3)	3
FRAUD OFFENSES	20 (+4)	16	20 (+4)	16
HOMICIDE OFFENSES	0 (+0)	0	0 (+0)	0
INTIMIDATION	7 (-7)	14	7 (-7)	14
KIDNAPPING	1 (+0)	1	1 (+0)	1
LARCENY/ THEFT OFFENSES	10 (-5)	15	10 (-5)	15
MOTOR VEHICLE THEFT	1 (-3)	4	1 (-3)	4
PORNOGRAPHY OBSCENE MATERIAL	0 (+0)	0	0 (+0)	0
ROBBERY	1 (+1)	0	1 (+1)	0
SEX OFFENSES	3 (+0)	3	3 (+0)	3
SIMPLE ASSAULT	16 (+3)	13	16 (+3)	13
STOLEN PROPERTY OFFENSES	1 (-2)	3	1 (-2)	3
VANDALISM	3 (-4)	7	3 (-4)	7
WEAPONS LAW VIOLATIONS	4 (+0)	4	4 (+0)	4
Totals	**113**	**125**	**113**	**125**

	Jan 2026	Jan 2025	YTD 2026	YTD 2025
Dispatched Calls for Service	693 (-2)	695	693 (-2)	695
Self-Initiated Activity	1,587 (+239)	1,348	1,587 (+239)	1,348
Traffic Citations	813 (+253)	560	813 (+253)	560
Traffic Warnings*	784 (+2)	782	784 (+2)	782
Arrests**	86 (+0)	86	86 (+0)	86

	Jan 2026	Jan 2025	YTD 2026	YTD 2025
Auto Accidents	98 (+11)	87	98 (+11)	87
Accident w/ Injury	7 (-10)	17	7 (-10)	17
Hit and Run	11 (+2)	9	11 (+2)	9
Hit and Run w/ Injury	0 (-1)	1	0 (-1)	1
Person Hit by Auto w/ Injury	0 (+0)	0	0 (+0)	0

* Warnings do not include verbal warnings

** Arrests do not include juvenile arrests

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: February 9, 2026

TITLE: **Resolution: Playground Equipment and Shade Structures for Chalker Park**
Consideration for approval of a Resolution authorizing a proposal by Play South Playground Creators for the purchase and installation of playground equipment, rubberized surface, and shade structures for Chalker Park.

Summary:
This resolution is for the approval of a contract with Play South Playground Creators for the purchase and installation of playground equipment, rubberized surface, and shade structures at the Chalker Park project. Play South Playground Creators pricing is based on governmental contract pricing through the cooperative purchasing agency, GovMVMT, as permitted by O.C.G.A § 36-69A. The total of the proposal is $191,561.20.

Recommendation:
The Parks and Recreation Director recommends approval.

Fiscal Impact:

Traton Homes/ Reserves	100-1055-54-14530-00000
Impact Fees	276-4225-54-145000-00000

Attachments:
1. RES 2026 - Chalker Park Playground Equipment
2. Chalker_Park_132-181030-8_Proposal_1.26.1

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-___

RESOLUTION TO APPROVE PROJECT PROPOSAL WITH PLAY SOUTH PLAYGROUND CREATORS FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT, RUBBERIZED SURFACE, AND SHADE STRUCTURES AT THE CHALKER PARK PROJECT

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

WHEREAS, the scope of work includes all material and labor necessary to install playground equipment, rubberized surfacing, and shade structures; and

WHEREAS, Play South Playground Creators pricing is based on governmental contract pricing through the cooperative purchasing agency, GovMVMT, as permitted by O.C.G.A. 36-69A. The proposals total $191.561.20.

NOW THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes the Mayor to execute the proposal with Play South Playground Creators to perform described work as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this _____ day of February 2026.

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW:

_____
Derek Easterling, Mayor

3419 Cherokee St NW | Kennesaw, GA 30144-1907

January 22, 2026

Lea Alvarez
City of Kennesaw
2753 Watts Dr
Kennesaw, GA 30144

Dear Lea Alvarez:

PlaySouth Playground Creators is delighted to provide City of Kennesaw with this playground equipment proposal.

This design was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. PlaySouth Playground Creators is confident that this proposal will satisfy City of Kennesaw's functional, environmental, and safety requirements -- and most importantly -- bring joy and excitement to the children and families directly benefiting from your new playground.

You have our personal commitment to support this project and your organization in every manner possible, and we look forward to developing a long-standing relationship with City of Kennesaw. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,

Peter Jezerinac
Sales Representative

PlaySouth Playground Creators
PO Box 492467
Atlanta, GA 30349www.bciburke.com

Phone: 770-719-9005
Fax: 770-719-9005
Email: peterj@playsouth.net

Play South
PLAYGROUND CREATORS

PO Box 492467
Atlanta, GA 30349
(770) 719-9005

Date: 1/22/2026
Quote #: KSAWPARKS1.26#1
Rep: Peter Jezerinac
Direct: **(470) 306-8653**

QUOTATION

	Bill to:	**Ship to:**
Name	Kennesaw Parks and Recreation	
Address	3140 Old 41 Highway	
City, State Zip	Kennesaw, GA 30144	
Contact & Phone	Bill McNair 770-422-9714	
Email	bmcnair@kennesaw-ga.gov	County: Cobb

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
				$ -
1	132-181030-8	Composite play structure with 16 play events and a total user capacity of 114, for ages 2-12	101,632.00	$ 101,632.00
				$ -
		Less GOVMOVMT Discount		**$ (15,244.80)**

NOTES:

This quote is valid for 30 days. Please allow 16-18 weeks for project completion. Colors must be filled in below. The balance is due in full within 30 days after installation. Underground utilities must be located and marked prior to our crew's arrival. All jobsite trash will be placed in a customer-provided receptacle. Although every effort will be made to minimize any accidental damage during this construction project, PlaySouth is not liable for any repairs to landscaping. Due to recent COVID-19 issues around the country, production times of any or all of this equipment may be affected and unfortunately are out of the control of PlaySouth Playground Creators so the listed projected completion times may vary. Price does not include any grading or site work. Any and all site work will be the responsiblity of the customer. Price does not include any safety surfacing, customer is responsible for providing safety surfacing per ASTM and CPSC standards.

SubTotal		$ 86,387.20
Freight		$ 4,429.00
Sales Tax Rate	0.00%	
Installation Svcs.		$ 35,569.00
GRAND TOTAL		**$ 126,385.20**

COLORS:

Posts _____
Metal Accessories _____
Roto-Plastic Slides _____
Roto-Plastic Panels _____
Sheet Plastic Panels _____
2-Color Sheet Plastic _____
Coated Decks/Steps _____

Authorized signature & date:

A deposit payment of 50% deposit of the Grand Total amount is required before an order can be placed.
Your signature, date and color selections must be completed above for order acceptance.
Full payment is due within 15 days after completion. Standard rock clause will apply to installation services.

Play South
PLAYGROUND CREATORS

PO Box 492467
Atlanta, GA 30349
(770) 719-9005

Date: 1/22/2026
Quote #: KSAWPARKS1.26#2
Rep: Peter Jezerinac
Direct: **(470) 306-8653**

QUOTATION

	Bill to:	**Ship to:**
Name	Kennesaw Parks and Recreation	
Address	3140 Old 41 Highway	
City, State Zip	Kennesaw, GA 30144	
Contact & Phone	Bill McNair 770-422-9714	
Email	bmcnair@kennesaw-ga.gov	County: Cobb

Qty	Model Number	Description	Unit Price	TOTAL AMOUNT
				$ -
2500	EPDM	Approximate square footage of Poured in place EPDM rubber with stone base. Color 50/50 standard/black	24.75	$ 61,875.00
				$ -
				$ -
2	DRAIN	French drain in stone base	1,200.00	$ 2,400.00

NOTES:

This quote is valid for 30 days. Please allow 16-18 weeks for project completion. Colors must be filled in below. The balance is due in full within 30 days after installation. Underground utilities must be located and marked prior to our crew's arrival. All jobsite trash will be placed in a customer-provided receptacle. Although every effort will be made to minimize any accidental damage during this construction project, PlaySouth is not liable for any repairs to landscaping. Due to recent COVID-19 issues around the country, production times of any or all of this equipment may be affected and unfortunately are out of the control of PlaySouth Playground Creators so the listed projected completion times may vary. Price does not include any grading or site work. Any and all site work will be the responsiblity of the customer. Price does not include any safety surfacing, customer is responsible for providing safety surfacing per ASTM and CPSC standards.

SubTotal		$ 64,275.00
Freight		$ 901.00
Sales Tax Rate	0.00%	
Installation Svcs.		$ -
GRAND TOTAL		**$ 65,176.00**

COLORS:

Posts _____
Metal Accessories _____
Roto-Plastic Slides _____
Roto-Plastic Panels _____
Sheet Plastic Panels _____
2-Color Sheet Plastic _____
Coated Decks/Steps _____

Authorized signature & date:

A deposit payment of 50% deposit of the Grand Total amount is required before an order can be placed.
Your signature, date and color selections must be completed above for order acceptance.
Full payment is due within 15 days after completion. Standard rock clause will apply to installation services.

Item Report

TO: The Honorable Mayor and City Council

FROM: Elizabeth Weaver, Parks & Recreation Assistant Director

DATE: February 9, 2026

TITLE: **Resolution: 2026 RCS Productions Contract**
Consideration for approval of a Resolution executing a contract with RCS Productions Inc. for the 2026 Concert Series.

Summary:
Parks & Recreation is presenting a contract with RCS Productions Inc. for services to execute the 2026 Kennesaw Concert Series and Salute to America for a fee totaling $135,900. Services will include artist booking and technical support as shown in Attachment A.

Recommendation:
The Parks and Recreation Director recommends the approval of the 2026 RCS Productions Inc. contract.

Fiscal Impact:
100-6100-52-600000-00000 Special Events/Concerts, Salute

Attachments:
1. RES 2026- RCS Contract
2. Attachment A - RSC 2026 Contract

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-___

RESOLUTION TO APPROVE 2026 RCS PRODUCTION CONTRACT INC.

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

WHEREAS, the City of Kennesaw promotes the activation of the United Bankshares Amphitheater at Depot Park; and

WHEREAS, the City has selected four (4) acts to perform during the 2026 Concert Series and one (1) act to perform during the 2026 Salute to America; and

WHEREAS, RSC Productions Inc. has agreed to provide services to execute the proposed schedule with the selected artists for the Concert Series for a fee totaling $135,900.

THEREFORE, BE IT RESOLVED the City Council hereby authorizes the Mayor to execute the 2026 RSC Productions contract as shown in Attachment A.

PASSED AND ADOPTED by the Kennesaw City Council on this __day of February 2026.

ATTEST:

_____
Lea Alvarez, City Clerk

CITY OF KENNESAW

_____
Derek Easterling, Mayor

CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: January 21, 2026

By Mutual Agreement RCS Productions Inc. herein referred to as PRODUCER has engaged the services of:

Date	Artists		
Saturday, March 28, 2026	**Night Ranger**	**8:00-9:30**	
	Support TBD	**6:30-7:30**	
Saturday May 2, 2026	**Boy Band Review**	**8:00-9:30**	
	Support TBD	**6:30-7:30**	
Friday July 3, 2026	**Ruperts Orchestra**	**8:00-9:30**	
	Support TBD	**6:30-7:30**	
Saturday August 22, 2025	**Rumours ATL**	**8:00-9:30**	
	Support TBD	**6:30-7:30**	
Saturday Sept 20, 2025	**Dancing Dream**	**8:00-9:30**	
	Support TBD	**6:30-7:30**	
		SERIES TOTAL	**$135,900.00**

EVENT: Kennesaw Summer Concerts

VENUE: Kennesaw Depot Park
2828 Cherokee St. NW, Kennesaw, GA

PURCHASER: City Of Kennesaw, GA

CONTACT: Elizabeth Weaver

MOBILE: 404-423-1919

PERFOMANCE TIMES: Per above

REPORT TIME: TBA

MERCHANDISE RATE: 100% Artist Sells

RIDER ATTACHED: Yes

PLEASE READ/SIGN THE RIDER AS IT IS AN IMPORTANT PART OF THIS AGREEMENT

FEE: $ 135,900.00 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: $67,950.00 **DUE BY: February 15, 2026**
PAYABLE TO: RCS PRODUCTIONS

BALANCE: $67,950.00 **DUE BY: May 2, 2026**
PAYABLE TO: RCS PRODUCTIONS

ARTIST TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Artist, Artist Travel, & Backline Gear
RCS PRODUCTIONS TO SUPLLY: Sound, Lights, Stagehands, S&L Techs, Trucking,
On Site Production/Show Coordinator under separate invoice
PURCHASER TO SUPPLY: Stage, Stage Motors, Power, Permitting & Green Room & Hospitality/Meals

PURCHASER: City Of Kennesaw, GA
NAME: Derek Easterling

x_____DATE_____

AGENCY/PRODUCER: RCS Productions
NAME: Stephen Moore

x Stephen Moore DATE 1.21.2026

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below

□ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.

□ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.

□ Check here if RCS PRODUCTIONS is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.

2.. PURCHASER agrees to provide the show site and other areas as reasonably necessary for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.

3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to ~~pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to~~ obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of $1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of $1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for reimbursing PRODUCER for any documented out of pocket costs associated with such purchase of insurance coverage. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until March 25, 2022.

4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees, to the extent allowable by law, to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and reasonable attorneys' fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be reasonably required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.

5. PRODUCER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the PURCHASER, its officials, officers, directors, agents, employees, and insurers, from and against all liability, claims, demands, suits, actions, or proceedings of any kind, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, attorneys' fees, or any loss of any kind whatsoever, which arise out of or are in any manner connected with PRODUCER'S negligence, this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the PRODUCER, its employees, agents, or subcontractors, or others for whom PRODUCER is legally liable, under this Agreement.

6. PURCHASER shall use best efforts to ensure that no part of the Performance shall be professionally recorded, reproduced, or transmitted in any manner or by any means whatsoever in the absence of a specific written agreement with PRODUCER and PERFORMER relating to and permitting such recording, reproduction or transmission. (audience cell/mobile phones are acceptable)

7. PRODUCER agrees to contract with the PERFORMER for a performance as described in this Agreement (the "Performance"), which shall occur as a part of the event described above in this Agreement (the "Event"). PRODUCER shall at all times have complete control and supervision over the services of its personnel and contractors as well as the content of the Performance to fulfill the requirements of this Agreement. PRODUCER reserves the right to make reasonable adjustments to the Performance time in coordination with PURCHASER, including but not limited due to inclement weather, unexpected delays, circumstances outside of PRODUCER's control and delays caused or contributed to by the PERFORMER, subject to the terms of this Agreement.

8. It is expressly agreed the RCS PRODUCTIONS., herein acts as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents, except as provided herein.

9. To the extent allowable by law, PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.

10. This Agreement may only be terminated for cause. In the event of termination for cause, without limiting any other remedies available at law or in equity, the terminating party shall be entitled to payment for services rendered or actual costs expended in reliance thereof, or refund of payments for services not rendered or costs expended in reliance thereof. If PURCHASER postpones the performance without cause, PURCHASER agrees to use its best efforts to reschedule the performance for a mutually agreeable date and will reimburse PRODUCER for any documented out of pocket expenses incurred by such a postponement such as, but not limited to, travel expenses. If a performance is cancelled by PURCHASER without cause, and is not rescheduled to a mutually agreeable date, the PURCHASER agrees to pay the full contracted fee for such performance. As used herein, the term "without cause" shall include any postponement or cancellation by PURCHASER that is not caused by force majeure or PRODUCER'S material breach of this Agreement.

11. "Force Majeure" shall mean state of emergency due to weather; illness, death or incapacitation of a key member of the PERFORMER or death or life threatening illness of an immediate family member of a key member of the PERFORMER; any present or future statute, laws, ordinance, regulation, order, judgment or decree; act of God; earthquake; flood; fire; epidemic; accident; explosion; casualty; lockout, boycott, strike, or labor controversy (including, but not limited to, threat of lockout, boycott or strike); riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, or act or threat

of terrorism; delay of a common carrier; disruption of air traffic; any inability without fault on the PURCHASER'S part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business or services; or any other similar or dissimilar cause or causes outside the reasonable control of a party hereto. In the event that the performance of any of the covenants, duties, or obligations of this Agreement on the part of the PRODUCER or the PURCHASER shall be prevented, interrupted, delayed or suspended by any force majeure event, as defined herein, either party may terminate this Agreement without any liability on either party for any damages arising from such termination. Termination for a force majeure event shall not be deemed a breach of the Agreement. In the event of the cancellation of the performance(s) for a force majeure event, PURCHASER shall use its best efforts to re-engage PRODUCER within a twelve month period on the same terms and conditions set forth herein.

12. Weather shall not be considered a Force Majeure event for an outdoor performance. In the event of inclement weather an alternate location must be selected. If an alternate location is not selected and the Purchaser cancels the performance, the Purchaser agrees to pay the full contracted fee for said performance. In such case, there will be no claim for damages by either party, and any other cancellation of the Event by PERFORMER will result in the deposit being refunded in full to PURCHASER or a comparable PERFORMER will be provided by PRODUCER upon PURCHASER approval.

13. This Agreement may not be assigned or transferred by a party without the prior written consent of the other party. This Agreement may not be assigned or transferred by a party without the consent of the other party. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Georgia, regardless of place of performance. Venue and jurisdiction for any lawsuits arising from or relating to this Agreement shall be in Fulton County, Georgia, or the federal district court for the Northern District of Georgia. This Agreement may not be altered or amended except in writing and signed by all the parties hereto. This Agreement, including but not limited to the initial page entitled "Contract", these Additional Terms and Conditions and any additional written Rider or other attachment(s) (collectively the "Agreement") constitute the entire agreement of the parties hereto. This Agreement represents the jointly bargained for agreement of the parties and no presumption or rule in favor of or against either party shall apply to any term or provision of this Agreement on the basis of that party having been deemed to have drafted such term or provision.

14. In the event any of the terms of this Agreement conflict, the terms of any Rider or other attachment shall control, and if there are multiple Riders or attachments, they shall govern based on their dates, with the most recent Rider or attachment governing over any earlier Riders or attachments; thereafter, the Additional Terms and Conditions shall control; and thereafter the initial page entitled "Contract" shall control.

15. To the Extent of Georgia Law, All indemnification provisions, warranty provisions, and all other provisions contained in this Agreement which, by their terms, may extend beyond the termination, rescission, or revocation of this Agreement shall survive the termination, rescission, or revocation of this Agreement. The parties hereto agree that in the event any provision of this Agreement is deemed illegal or unenforceable by any court or tribunal of competent jurisdiction then such provision shall be deemed not to be a part of this Agreement and shall be deemed to be automatically modified and reformed so as to comply with any applicable law and so as to carry out the intent of the parties hereto to the greatest extent possible; however, if such modification is not possible, then such provision shall be deemed to be void and stricken in its entirety from this Agreement, with all other remaining provisions of this Agreement remaining in full force and effect. The waiver by either party of any breach or default by the other party shall not constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision hereof. Any captions or head notes herein are intended for convenience and for reference purposes only, and shall in no way define or limit the scope or intent of this Agreement or any portion thereof. Nothing contained in this Agreement shall be deemed to create any contractual or third party beneficiary relationship between any parties other than PRODUCER and PURCHASER.

16. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties hereto stipulate that facsimile signatures shall be deemed originals.

17. Any notice which may be required or permitted to be given under any provisions to this Agreement shall be deemed to have been duly given upon the earlier of (i) 5 days after deposit in the U.S. mail by registered or certified, postage prepaid, or (ii) actual receipt by confirmed facsimile, hand delivery or overnight delivery services, to the PRODUCER or PURCHASER at their respective addresses indicated in this Agreement, or if none is indicated, to the last known address for such party.

PURCHASER:

By: _____

Name: Derek Easterling

Title: City of Kennesaw

KENNESAW 2026 CONCERTS RIDER HIGHLIGHTS

In addition to the performance fee the purchaser agrees to provide the following at their cost to meet the contract requirements and insure a successful and enjoyable performance:

PRODUCTION SERVICES:
Sound, lights, techs, stage hands and an DOS RCS Rep will be invoiced separately for each show.

LODGING:
Lodging for Boy Band Review and Dancing Dream are included in agreement fee

PARKING:
Access for band and crew trucks.

SECURITY:
Per venue/city

Ground Transportation:
12-15 passenger vehicle with driver/runner available from load in through load out (Night Ranger Only)

MERCHANDISING AREA:
Merch tent with power, tables, chairs, & light for artist merch sales where applicable

Dressing Rooms:
Please provide a climate controlled dressing area and or green room area for the artist with power washrooms tables chairs etc…

Hospitality:
Meal Buyout or catered dinner is acceptable for all artists & crew. Night Ranger Lunch & Dinner
Basic refreshments at stage- cooler; bottle water, sodas, etc..from load in through load out
Basic refreshments in green room; bottled water, sodas, coffee & tea, etc..

Snacks and any particular dressing room requests RCS will communicate for each show.

X_____	X_____	X Stephen Moore	X 1.21.2026
Derek Easterling– City of Kennesaw, Ga	Date	Stephen Moore of RCS Productions	Date

Item Report

TO: The Honorable Mayor and City Council

FROM: Elizabeth Weaver, Parks & Recreation Assistant Director

DATE: February 9, 2026

TITLE: **Road Closures: 2026 Parks and Recreation Events**
Consideration for approval of road closures to support 2026 Parks and Recreation events including: Touch a Truck, Gran Prix 5K Race Series, Concert Series, and Salute to America.

Summary:
Parks & Recreation requests road closures for 2026 scheduled events including time and location for Touch a Truck, Grand Prix 5K Race Series, Kennesaw Concert Series, and Salute to America as outlined in Attachment A.

Recommendation:
Parks & Recreation Director recommends approval.

Fiscal Impact:
100-6100-52-600000-00000 Special Events

Attachments:
1. Attachment A: Road Closures 2026, TaT, Concerts, Races

2026 Road Closures for Touch a Truck, Grand Prix, Salute, and Concerts

Touch a Truck

- Event Timeline
    - 8:00am – Vendor/Sponsor Load In Begins
    - 9:00am – Vendor/Sponsor Load In Ends
    - 10:00am – Event Begins
    - 2:00pm – Event Ends

The following road closures support the Kennesaw Touch a Truck on Saturday, March 7:

- Park Drive, 7:00am – 3:00pm

Grand Prix

- Event Timeline
    - 6:30am - Race Day Packet Pickup and Day of Registration Begins
    - 7:30am - 1 Mile Fun Run Start
    - 8:00am - Wheelchair Start
    - 8:05am – 5K Start
    - 8:55am - Tot Trot
    - 9:15am - Awards Ceremony

The following road closures support the Kennesaw Grand Prix Race Series on the following Saturdays; April 11, June 6, September 19, October 31:

Main Street will be closed from Watts Drive to Cherokee Street from 6:00am – 10:00am

The following Roads will be closed at Main Street from 7:00am – 9:30am:

- J.O. Stephenson Avenue
- Cherokee Street
- Lewis Street
- Moon Station Road
- Dallas Street
- Whitfield Place
- Park Drive
- Knightsbridge Road
- Paulding Street
- Jiles Road
- Rutledge Road NW
- Cathey Lane

Kennesaw Police will be on-site to monitor traffic and allow cross traffic at Knightsbridge and Jiles Road while ensuring the safety of runners and walkers.

Concert Series

Dates: March 28th, May 2nd, August 22nd, September 26th

Event Timeline:

7 am - Chair Drop Off Begins

10:30am - Tech load in
4pm - Sound Check
4:30pm - Vendor and Sponsor Load In
5:30pm - Sponsors and Vendors Ready to Go
7pm - Opener Takes the stage
8pm Headliner takes the stage
10:30pm Event Ends

The following road closures support the 2026 concert series at United Bankshares Amphitheater.
Cherokee Street will be closed from Big Santy Drive to Main Street from 4 pm – 11 pm
The Depot Park parking lot will be closed by 6am the Friday night before each concert.

Salute to America 250 Celebration

- Event Timeline
    - 12:30pm - Vendor/Sponsor Load In Begins
    - 2:30pm - Vendor/Sponsor Load In Ends
    - 4:00pm - Event Begins
    - 9:30pm - Fireworks
    - 10:00pm - Event Ends
- The following road closures support the Salute to America, July 3rd event:
    - The following roads will be closed from 11:00am – 12:00 Midnight on Friday, July 3:
        - Main Street closed from Lewis St. to Summers Street
        - Cherokee Street from Big Shanty Drive to Main Street
        - J.O. Stephenson Ave. from Main St. to Dallas St.
        - Watts Dr. from Main Street to Dallas Street
    - The parking lots at Tunnel Plaza and Main Street Eats will be closed 11:00am – 12:00 Midnight on Friday, July 3
    - Shirley Drive will be closed from Cherokee Street to Carruth Street from 3:00pm - 10:30pm for fireworks
    - Depot Park parking lot will be closed at 6am on Tuesday, July 2
    - City Hall parking lot will close at 5:00pm Wednesday, July 3

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: February 9, 2026

TITLE: **Final Plat Application: 1992, 2026, 2036 & 2046 Maple Dr**
Approval of the final plat application submitted by Lynne Watts; this plat will consolidate six (6) lots into one tract consisting of 3.66 +/- acres (Parcel numbers #20010003300, 20010003310, 20010002990 & 20010000980). Case# PC2025-01

Summary:
The application was submitted Lynn Watts to consolidate six (6) lots into one tract consisting of 3.66 +/- acres. The Plan Review Committee has reviewed the final plat and deemed the plat is in compliance and recommends approval.

Recommendation:
Planning and Zoning recommends approval of the final plat.

Fiscal Impact:

Attachments:
1. PC2025-01_1992, 2026, 2036 & 2046 Maple Dr_Survey
2. PC2025-01_1992, 2026, 2036 & 2046 Maple Drive_Application Packet
3. PC2025-01_1992, 2026, 2036 & 2046 Maple Drive_PRC Letter

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE LOTS 5, 6, 7, 8, 9, AND 10 INTO A SINGLE TRACT.
ADDRESS 2036 MAPLE DRIVE PARCEL ID: 20010002990

THIS PLAT SUPERSEDES THE PREVIOUS PLATS RECORDED IN PLAT BOOK 28, PAGE 32 (LOTS 5–7), AND PLAT BOOK 28, PAGE 33 (LOTS 8–10), AS RECORDED IN THE COBB COUNTY CLERK OF SUPERIOR COURT.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

PROPERTY LINE LEGEND

PROPERTY LINE FOR LOT CONSODILATION

PROPERTY LINE TO BE ABANDONED

PROPERTY LINE TO BE ABANDONED

ZONING/SETBACKS:
CITY OF KENNESAW
R-15 ZONING (SINGLE-FAMILY RESIDENTIAL)
FRONT: ARTERIAL 40 FT
COLLECTOR 40 FT
LOCAL 35 FT
SIDE: 10 FT
MAJOR SIDE: 25 FT
REAR: 30 FT
MAX HEIGHT: 35 FT
MIN LOT AREA: 15,000 SF
MIN LOT WIDTH: 75 FT AT FRONT SETBACK
60 FT ON CUL-DE-SAC
MIN PUBLIC ROAD FRONTAGE: 75 FT
50 FT ON CUL-DE-SC
MIN FLOOR AREA 1400 SQ FT
MAX IMPERVIOUS: 35%

REFERENCES:
1) DEED BOOK 13333 PAGE 2274 DATED 02-26-2001.
2) DEED BOOK 13333 PAGE 2275 DATED 02-26-2001.
3) DEED BOOK 13333 PAGE 2276 DATED 02-26-2001.
4) DEED BOOK 13333 PAGE 2277 DATED 02-26-2001.
5) DEED BOOK 13333 PAGE 2278 DATED 02-26-2001.
6) DEED BOOK 13333 PAGE 2279 DATED 02-26-2001.
7) PLAT BOOK 28 PAGE 33 DATED 02-20-1964. (LOTS 10,9,8)
8) PLAT BOOK 28 PAGE 32 DATED 02-20-1964. (LOTS 7,6,5)
9) PLAT BOOK 28 PAGE 34 DATED 02-20-1964. (LOTS 4,3)
10) PLAT BOOK 23 PAGE 23 DATED 09-22-1961. (LOT 2)
11) PLAT BOOK 23 PAGE 68 DATED 09-11-1961. (LOT 1)
12) DEED BOOK 16258 PAGE 4755 DATED 01-29-2025.
13) SEWER EASEMENT – DEED BOOK 13333 PAGE 2274 & 2275

ADDRESS	LOT	PARCEL ID#
1992 MAPLE DRIVE	5&6	20010003300
2026 MAPLE DRIVE	7&8	20010003310
2036 MAPLE DRIVE	9	20010002990
2046 MAPLE DRIVE	10	20010000980

LOT NO	SQUARE FEET	ACRES
LOT 5	26,710.24	0.61
LOT 6	26,659.72	0.61
LOT 7	26,579.42	0.61
LOT 8	26,572.04	0.61
LOT 9	26,376.44	0.61
LOT 10	26,411.42	0.61
TOTAL	159,309.28	3.66

LOT CONSODILATION SURVEY FOR:

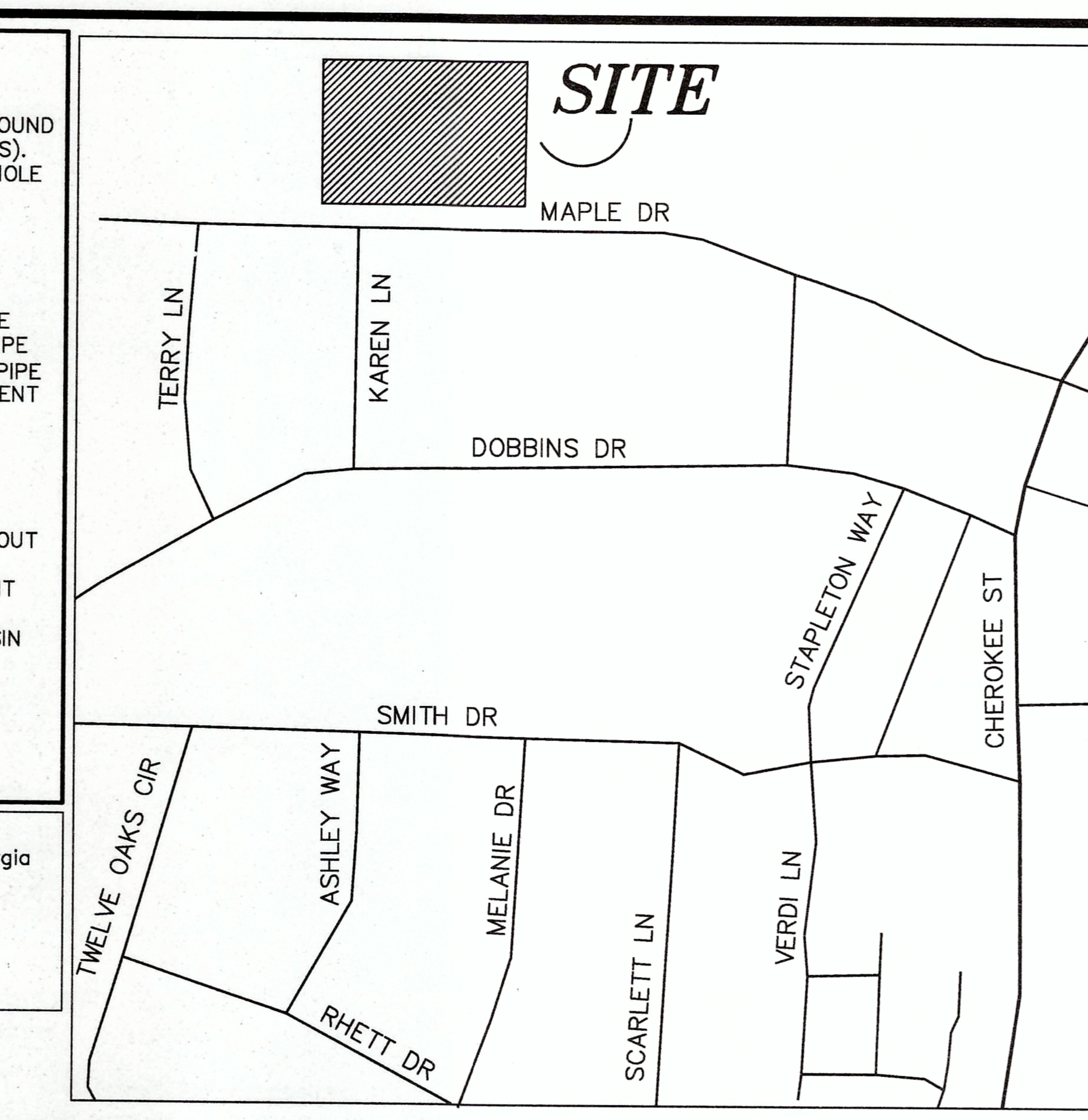
LYNNE WATTS

2036 MAPLE DRIVE
LAND LOT 100
20th DISTRICT – 2ND SECTION
COBB COUNTY, GEORGIA
CITY OF KENNESAW
EXISTING ZONING: R-15
PARCEL ID: 20010002990
TOTAL AREA
159,309 SQ FT
3.66 ACRES

NO STREET PARKING HAS BEEN APPROVED FOR THIS DEVELOPMENT

LEGEND:

IPS	IRON PIN SET	BSL	BUILDING SETBACK LINE
IPF	IRON PIN FOUND	HC	HANDI-CAP
OT	OPEN TOP PIN	B	BOLLARD
CT	CRIMP TOP PIN	CMF	CONCRETE MONUMENT FOUND
RB RE-BAR	REINFORCING BAR	—Z——Z—	OVERHEAD UTILITY LINE(S).
CRB	CAPPED RE-BAR	SSMH	SANITARY SEWER MAN HOLE
CL	CENTERLINE	MHT	MAN HOLE TELEPHONE
R/W	RIGHT-OF-WAY	DWCB	CATCH BASIN
LLL	LAND LOT LINE	JB	JUNCTION BOX
L	LINE	DI	DROP INLET
R	RADIUS	HW	HEAD WALL
CONC	CONCRETE	CMP	CORRUGATED METAL PIPE
C	CURVE	CPP	CORRUGATED PLASTIC PIPE
PP	POWER POLE	RCP	REINFORCED CONCRETE PIPE
GV	GAS VALVE	SSE	SANITARY SEWER EASEMENT
GM	GAS METER	FH	FIRE HYDRANT
LP	LAMP POLE	DE	DRAINAGE EASEMENT
——SS——	SANITARY SEWER	WV	WATER VALVE
FC	FENCE CORNER	PIV	POST INDICATOR VALVE
—X——X—	FENCE	WM	WATER METER
AE	ACCESS EASEMENT	CO C/O	SANITARY SEWER CLEANOUT
PROP	PROPOSED	POB	POINT OF BEGINNING
AC	AIR-CONDITIONER	POC	POINT OF COMMENCEMENT
GP	GA POWER MANHOLE	NTS	NOT TO SCALE
PB	POWER BOX	SWCB	SINGLE WING CATCH BASIN
CATV	CABLE TELEVISION JUNCTION BOX	UE	UTILITY EASEMENT
TB	TELEPHONE JUNCTION BOX	PM	POWER METER
APP	ABANDONED POWER POLE	OEP	OPEN ENDED PIPE
		CLF	CHAIN-LINK FENCE
		CTW	CROSS-TIE WALL
		HCS	HANDI-CAP SIGN



VICINITY MAP
N.T.S

NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF THIS PROPERTY. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY. THESE DOCUMENTS, AS INSTRUMENTS OF SERVICE REMAIN THE PROPERTY OF FRONTLINE SURVEYING & MAPPING, INC. AND NO PART THEREOF MAY BE USED , COPIED OR REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION. COPYRIGHT ©2025 FRONTLINE SURVEYING AND MAPPING, INC.
*** ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED ***

FRONTLINE SURVEYING & MAPPING, INC.
3595 Canton Road
SUITE 312 – 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
www.frontlinesurveying.com

Pursuant to the Land Subdivision sections of this UDC of the City of Kennesaw, Georgia, all the requirements of approval having been fulfilled, this final plat was given final approval by the Mayor and Council of Kennesaw, Georgia on __________ (Date).

Mayor, Kennesaw, Georgia

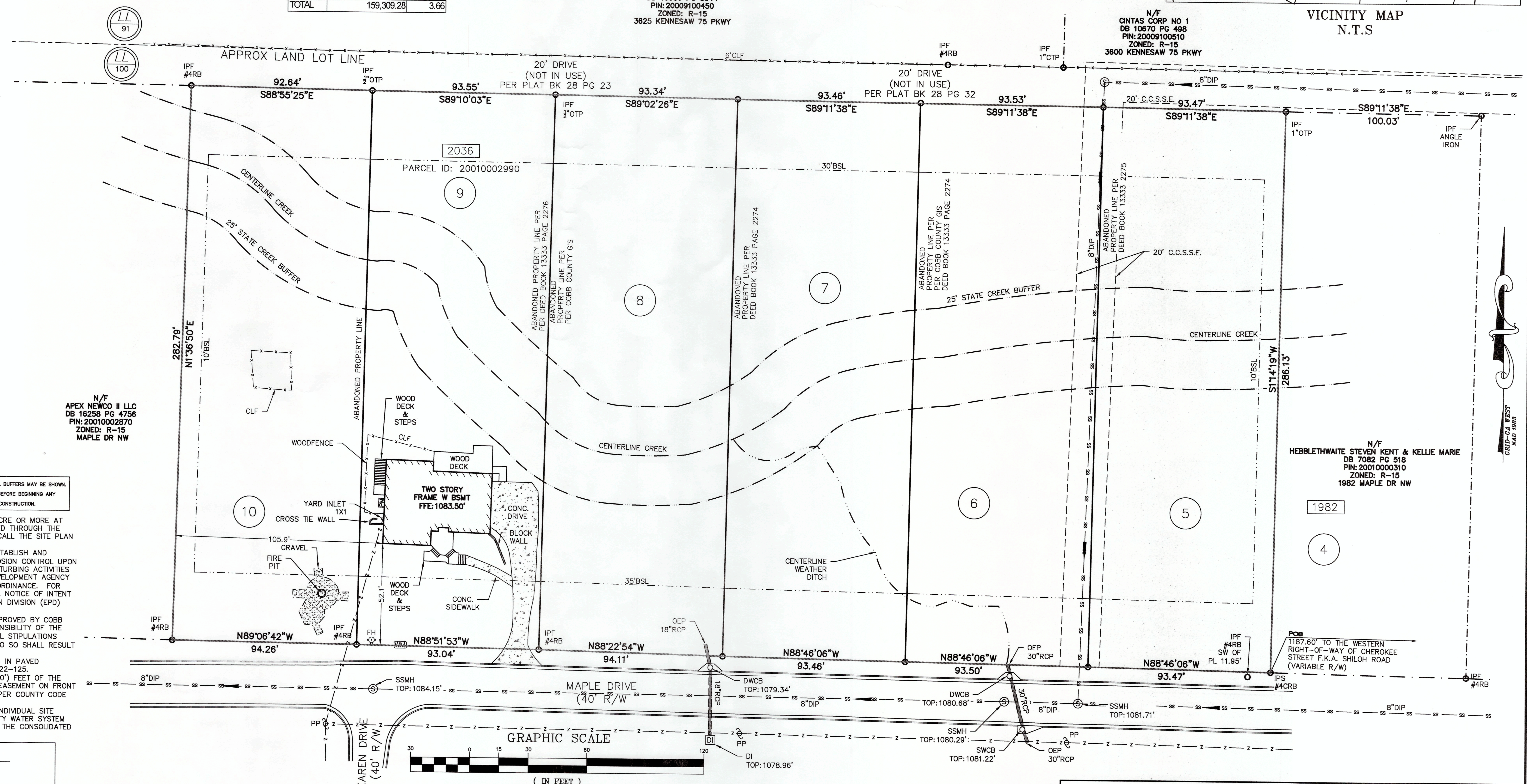
SURVEY NOTES:

1) HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83)
2) VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
3) ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURT'S OFFICE OF COBB COUNTY, GEORGIA. SUBJECT AND ADJACENT PROPERTY OWNER'S DEED REFERENCES ACCESSED VIA SUPERIOR COURT RECORD SOURCES AND APPLICABLE MUNICIPALITY GIS REFERENCES AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
5) STRUCTURES VISIBLE WITHIN THE SUBJECT PROPERTY BOUNDARIES ON THE DATE OF SURVEY ARE SHOWN HEREON.
6) LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONED.
7) DISTANCES SHOWN ON THE PLAT ARE HORIZONTAL GROUND DISTANCES.
8) THIS PROPERTY MAY CONTAIN WETLANDS. ALL WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS ARE SUBJECT TO PENALTY OF LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT THE PROPER PERMIT APPLICATION AND APPROVAL.
9) THIS PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD AREA PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP No. 13067C0036H; EFFECTIVE DATE: 10-05-2018 ZONE X
10) THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
11) DEED/PLAT DISCLAIMER: THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC MEASURING DEVICES, MORE PRECISE ANGULAR MEASUREMENTS AND THE ADVENT OF SATELLITE SURVEYING TECHNIQUES USING "GPS" AND "GLONASS" SATELLITE CONSTELLATIONS. SURVEYS USING SATELLITE OBSERVATIONS ARE CORRECTED TO THE GEORGIA WEST STATE PLANE COORDINATE SYSTEM AND USE "GEODETIC" OR "GRID" NORTH AS OPPOSED TO "MAGNETIC" NORTH.
12) INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
13) RIGHT-OF-WAYS ARE BASED ON CENTERLINES OF EXISTING PATHS OF TRAVEL, UNLESS NOTED OTHERWISE.
14) ALL PROPERTY CORNERS FOR LOTS TO BE SET IN FIELD AS 1/2" (#4) REBAR WITH PINK CAPS MARKED "FLS CORNER LSF 631" UNLESS OTHERWISE STATED.
15) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.
16) BOUNDARY FIELD WORK PERFORMED ON 10-07-2025 BY FRONTLINE SURVEYING & MAPPING, INC.
EQUIPMENT USED: GEOMAX ZOOM 90 ROBOTIC ELECTRONIC TOTAL STATION & GEOMAX ZENITH 60 PRO.
17) ANGULAR ERROR: 4 SECONDS PER ANGLE.
18) RAW FIELD PRECISION: 1:32,653.
19) ADJUSTED BY LEAST SQUARES.
20) PLAT CLOSURE: 1:402,562'.

CREEK NOTE: NOT ALL MUNICIPAL BUFFERS MAY BE SHOWN. COORDINATE WITH MUNICIPALITY BEFORE BEGINNING ANY LAND DISTURBING ACTIVITIES OR CONSTRUCTION.

COBB COUNTY NOTES:

1) IF THE CUMULATIVE DISTURBED AREA ON THESE LOTS EQUAL ONE ACRE OR MORE AT ANY POINT IN TIME, A LAND DISTURBANCE PERMIT MUST BE OBTAINED THROUGH THE COBB COUNTY COMMUNITY DEVELOPMENT AGENCY. FOR QUESTIONS, CALL THE SITE PLAN REVIEW SECTION MANAGER.
2) IT IS THE OWNER'S/ DEVELOPER'S/ BUILDER'S RESPONSIBILITY TO ESTABLISH AND MAINTAIN ADEQUATE BEST MANAGEMENT PRACTICES (BMPS) FOR EROSION CONTROL UPON COMMENCEMENT OF ANY LAND DISTURBING ACTIVITIES. ALL LAND DISTURBING ACTIVITIES ARE SUBJECT TO INSPECTION BY THE COBB COUNTY COMMUNITY DEVELOPMENT AGENCY TO DETERMINE COMPLIANCE WITH THE EROSION/SEDIMENT CONTROL ORDINANCE. FOR ANY PROJECT WITH A DISTURBED AREA OF ONE ACRE OR LARGER, A NOTICE OF INTENT (NOI) MUST BE FILED WITH THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION (EPD) AND THE LOCAL ISSUING AUTHORITY (COBB COUNTY).
3) PROPOSED DRIVEWAY ACCESS FOR LOT SHALL BE REVIEWED AND APPROVED BY COBB DOT PRIOR TO BUILDING PERMIT APPROVAL. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/ENGINEER TO RESEARCH AND INCORPORATE ANY AND ALL STIPULATIONS AND/OR COVENANTS MADE IN THE ZONING PROCESS. FAILURE TO DO SO SHALL RESULT IN TERMINATION OF THIS DEPARTMENTS APPROVAL.
4) WATER METERS SHALL NOT BE INSTALLED BEHIND ENCLOSED FENCES, IN PAVED DRIVEWAYS OR IN PAVED PARKING AREAS PER COUNTY CODE SEC. 122-125.
5) NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED WITHIN TEN (10') FEET OF THE EDGE OF A PERMANENT COBB COUNTY WATER OR SANITARY SEWER EASEMENT ON FRONT OR REAR SETBACKS, OR WITHIN TWO (2') FEET ON SIDE SETBACKS, PER COUNTY CODE 122-133.
6) TO ENSURE COMPLIANCE WITH WATER/SEWER EASEMENT SETBACKS, INDIVIDUAL SITE PLANS MUST BE SUBMITTED TO AND APPROVED BY THE COBB COUNTY WATER SYSTEM FOR THE FOLLOWING LOTS PRIOR TO ISSUANCE OF BUILDING PERMIT: THE CONSOLIDATED LOT.



Building and Construction Division	Date
Planning and Zoning Division	Date
Public Works Division	Date
City Engineer	Date
Mayor and City Council	Date

"Nothing herein shall be construed to mean that the City of Kennesaw has accepted the dedication of any rights-of-way, easements or other area as being dedicated to public use."

PLAT FILED IN OFFICE______________________,

RECORDED IN PLAT BOOK__________, PAGE__________.

CLERK, COBB COUNTY SUPERIOR COURT DATE

Owner's Acknowledgment

The owner of the land shown on this plat whose name is subscribed thereto, and in person or through duly authorized agents, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever all streets, parks, drains, easements and public grounds thereon shown, which comprises a total of ____0____ acres, for the purposes therein expressed.

Provided, however, that nothing herein nor acceptance shall create liability on the part of Cobb County and the City of Kennesaw, its officers, agents or employees for flooding or erosion from storm drains or from flooding from high water of natural creeks or rivers, and Cobb County and the City of Kennesaw are hereby specifically released from any such liability or from liability for the negligent construction or maintenance of all drainage structures, roads, sediment control facilities and all other work performed by the owner or developer of the property, their agent, servants, employees or contractors.

Lynne Watts — Subdivider — Lynne Watts (Printed Name) — 1-16-26 (Date)

Lynne Watts — Owner — Lynne Watts (Printed Name) — 1-16-26 (Date)

Cobb County Water & Sewer Signature Block:

This plat, having been submitted to the Cobb County Water System and having been found to comply with Cobb County Development Standards, is approved for recording.

[signature] COBB COUNTY WATER SYSTEM — 1/16/26 DATE

Surveyor's Acknowledgment

I hereby certify that the plan shown and described hereon is a true and correct survey made on the ground under my supervision, that the monuments have been placed as shown hereon, and is to the accuracy and specifications required by the Cobb County Development Standards.

[signature] Signature — THOMAS E. PEAY III. Printed Name — 12/31/25 Date
Registered Ga. Land Surveyor No. 3281

SURVEYOR'S CERTIFICATION:

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED No. 3281 PROFESSIONAL LAND SURVEYOR THOMAS EDWARD PEAY, III
FOR THE FIRM FRONTLINE SURVEYING & MAPPING, INC. LSF#000631

By: [signature] 12/31/25
Thomas E. Peay, III., Registered Ga. Land Surveyor #3281 Date
Frontline Surveying & Mapping, Inc.
3595 Canton Rd.
Suite 116, PMB-272
Marietta, Ga. 30066

SHEET 1 OF 1

DATE OF FIELD SURVEY: 10-07-2025
SCALE 1" = 30'
COBB COUNTY, GEORGIA
REVISION | BY: | DATE:

LOT CONSOLIDATION SURVEY FOR: LYNNE WATTS
LAND LOT 100 — 20TH DISTRICT — 2ND SECTION
LOT 5–10 — BLOCK – — UNIT –
SUBDIVISION L.C. CHALKER — PHASE –
PB 28 PG 32 & 33
DB 13333 PG 2274

I HAVE THIS DATE EXAMINED THE "FIA OFFICIAL FLOOD HAZARD MAP" AND FOUND THAT BY GRAPHIC PLOTTING ONLY THE REFERENCE PARCEL (IS NOT) IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
MAP ID 13607C0036H EFFECTIVE DATE: 10-05-25

GEORGIA REGISTERED No. 3281 PROFESSIONAL LAND SURVEYOR THOMAS EDWARD PEAY, III — 12/31/25
FOR THE FIRM FRONTLINE SURVEYING & MAPPING, INC. LSF#000631

JOB # 86398

Z:\dwg 80000 - 89999\86398.dwg, 1/6/2026 12:34:31 PM, AutoCAD PDF (General Documentation).pc3,

Date Received 11/20/25
Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Preliminary Plat _____ *Final Plat* _____ *Revised Plat* _____ *Parcel Combination* X *Parcel Split* _____

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

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

Date of Consultation 09/04/25 (Plan Review Committee Meeting) **Staff Initials** _____

DEVELOPMENT NAME Number of Units

L.C. CHALKER Lots 5-10. Lot COMBINATION

PURPOSE OF DEVELOPMENT Parcel Combination

WHAT IS THE REVISION BEING MADE lot combination of four (4) Lots

ADDRESS OF PROPERTY 1992, 2026, 2036, 2046 Maple Drive

Parcel ID 20010003300 Lot Size 3.66 Acres Present Zoning R-15

20010003310, ~~20010003311~~, 20010029 90, 20010000980

Current Use Residential R-15 Proposed Use Residential R-15

APPLICANT LYNNE WATTS

Applicant address 2036 Maple Drive, Kennesaw, Ga, 30144

(Phone #) [redacted] Email Address [redacted]

Applicant Signature Lynne Watts

Signed, sealed and delivered in presence of: Janet B Cronwell 11/19/25

Notary Date

Janet B Cronwell
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 07/14/20

Janet B Cronwell
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 07/14/2027

REPRESENTATIVE Thomas E. Peay (Phone #) [redacted] Address [redacted]

Representative Signature [signature]

Signed, sealed and delivered in presence of: Janet B Cronwell 11/19/25

Notary Date

TITLEHOLDER Lynne Watts (Phone #) [redacted]

Titleholder Signature Lynne Watts Address 2036 Maple Drive, Kennesaw, Ga, 30144

Signed, sealed and delivered in presence of Notary Janet B Cronwell Date 11/19/25

Janet B Cronwell
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 07/14/2027

CAMPAIGN DISCLOSURE REPORT [1] BY APPLICANT [2]

A separate form must be completed by each applicant

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

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

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

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

N/A

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

N/A

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

I certify that the foregoing information is true and correct, this 17th day of November, 2025

Lynne Watts

Applicants Signature

LYNNE WATTS

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

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

Deed Book 13333 Pg 2275
Filed and Recorded Feb-26-2001 09:10am
2001-0027463
Real Estate Transfer Tax $0.00

DEED PREPARATION ONLY

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 12 day of February, in the year two thousand one, between

ALTON E. WATTS,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LYNNE C. WATTS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

ONE-HALF OF ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot 5, Lydia Heights, and being more particularly described as follows:

Beginning at a point 397.8 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W. (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.465 feet to a point; running thence north 00 degrees 19 minutes 42 seconds west a distance of 285.34 feet to a point; located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.46 to an iron pin; running thence south 00 degrees 19 minutes 49 seconds east a distance of 286.23 feet to an iron pin and the point of beginning; containing .615 acres according to a plat of survey for Hayley A. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sr., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference; said property being presently known and designated as 1992 Maple Drive, Kennesaw, Georgia 30144.

This deed is made subject to a sewer easement in favor of the City of Kennesaw from Ralph E. Watts, dated April 11, 1988.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, their heirs and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or it appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal the day and year above written.

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY PUBLIC

Susan M Bandrowsky
Notary Public, Cobb County, Georgia
My Commission Expires October 12, 2004

N.P. SEAL

ALTON E. WATTS

Unofficial Copy

Deed Book 13333 Pg 2278
Filed and Recorded Feb-26-2001 09:10am
2001-0027466
Real Estate Transfer Tax $0.00

DEED PREPARATION ONLY

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 12 day of February, in the year two thousand one, between

ALTON E. WATTS,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LYNNE C. WATTS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

ONE-HALF OF ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot 8, Lydia Heights, and being more particularly described as follows:

Beginning at a point 771.72 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W. (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence north 00 degrees 19 minutes 34 seconds west a distance of 284.44 feet to an iron pin located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.49 feet to an iron pin; running thence south 00 degrees 19 minutes 42 seconds east a distance of 285.34 feet to a point; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.495 feet to an iron pin and the point of beginning; containing .61 acres according to a plat of survey for Laura E. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sr., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference; said property being presently known and designated as 2026 Maple Drive, Kennesaw, Georgia 30144.

This deed is made subject to a sewer easement in favor of the City of Kennesaw, from Ralph E. Watts, dated April 11, 1988.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, their heirs and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or it appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal the day and year above written.

Signed, sealed and delivered in the presence of:

WITNESS

ALTON E. WATTS

NOTARY PUBLIC

Susan M Bandrowsky
Notary Public, Cobb County, Georgia
My Commission Expires October 12, 2004

Unofficial Copy

Deed Book 13333 Pg 2276
Filed and Recorded Feb-26-2001 09:10am
2001-0027464
Real Estate Transfer Tax $0.00

DEED PREPARATION ONLY

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 12 day of February, in the year two thousand one, between

ALTON E. WATTS,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LYNNE C. WATTS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being more particularly described on plat of survey by James E. Carter dated July 27, 1984 as follows:

BEGINNING at an an iron pin located on the north right of way of Maple Drive (having a 40-foot right of way) 772.5 feet west from the intersection of the west right of way of North Avenue and the north right of way of Maple Drive; running thence south 89 degrees 40 minutes 33 seconds west along the north right of way of Maple Drive 93 feet to an iron pin; running thence north 0 degrees 00 minutes east 282.79 feet to an iron pin; running thence north 89 degrees 15 minutes east 93 feet to an iron pin; running thence south 0 degrees 00 minutes west 283.48 feet to an iron pin on the north right of way of Maple Drive and the point of beginning.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, their heirs and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or it appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal the day and year above written.

Signed, sealed and delivered in the presence of:

WITNESS

ALTON E. WATTS

NOTARY PUBLIC

Susan M Bandrowsky
Notary Public, Cobb County, Georgia
My Commission Expires October 12, 2004

N.P. SEAL

Unofficial Copy

mail: Randal Akers
Box 156
Kennesaw, Ga. 30144

Deed Book 13333 Pg 2274
Filed and Recorded Feb-26-2001 09:10am
2001-0027462
Real Estate Transfer Tax $0.00

10.00

DEED PREPARATION ONLY

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 12 day of February, in the year two thousand one, between

ALTON E. WATTS,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LYNNE C. WATTS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to one-half of the following described property:

ONE-HALF OF ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot 6, Lydia Heights, and being more particularly described as follows:

Beginning at a point 584.73 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W. (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence north 00 degrees 19 minutes 42 seconds west a distance of 285.34 feet to an iron pin located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.46 feet to a point; running thence south 00 degrees 19 minutes 49 seconds east a distance of 286.23 feet to a point; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.465 feet to an iron pin and the point of beginning; containing .615 acres according to a plat of survey for Hayley A. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sir., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference; said property being presently known and designated as 2008 Maple Drive, Kennesaw, Georgia 30144.

This deed is made subject to a sewer easement in favor of the City of Kennesaw from Ralph E. Watts, dated April 11, 1988.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, their heirs and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or it appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal the day and year above written.

Signed, sealed and delivered in the presence of:

WITNESS

ALTON E. WATTS

NOTARY PUBLIC

Susan M Bandrowsky
Notary Public, Cobb County, Georgia
My Commission Expires October 12, 2004

Unofficial Copy

Mr. Randal Akers
Box 156
Kennesaw, Ga. 30144

Deed Book 13333 Pg 2274
Filed and Recorded Feb-26-2001 09:10am
2001-0027462
Real Estate Transfer Tax $0.00

10.00

DEED PREPARATION ONLY

QUITCLAIM DEED

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 12 day of February, in the year two thousand one, between

ALTON E. WATTS,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LYNNE C. WATTS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to one-half of the following described property:

ONE-HALF OF ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot 6, Lydia Heights, and being more particularly described as follows:

Beginning at a point 584.73 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W. (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence north 00 degrees 19 minutes 42 seconds west a distance of 285.34 feet to an iron pin located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.46 feet to a point; running thence south 00 degrees 19 minutes 49 seconds east a distance of 286.23 feet to a point; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.465 feet to an iron pin and the point of beginning; containing .615 acres according to a plat of survey for Hayley A. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sir., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference; said property being presently known and designated as 2008 Maple Drive, Kennesaw, Georgia 30144.

This deed is made subject to a sewer easement in favor of the City of Kennesaw from Ralph E. Watts, dated April 11, 1988.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, their heirs and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or it appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal the day and year above written.

Signed, sealed and delivered in the presence of:

WITNESS

ALTON E. WATTS

NOTARY PUBLIC

Susan M Bandrowsky
Notary Public, Cobb County, Georgia
My Commission Expires October 12, 2004

Unofficial Copy

Deed Book 13333 Pg 2277
Filed and Recorded Feb-26-2001 09:10am
2001-0027465
Real Estate Transfer Tax $0.00

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

DEED PREPARATION ONLY

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 12 day of February, in the year two thousand one, between

ALTON E. WATTS,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LYNNE C. WATTS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

ONE-HALF OF ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot 7, Lydia Heights, and being more particularly described as follows:

Beginning at a point 584.73 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W. (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.495 feet to a point; running thence north 00 degrees 19 minutes 34 seconds west a distance of 284.44 feet to an iron pin located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.49 feet to an iron pin; running thence south 00 degrees 19 minutes 42 seconds east a distance of 285.34 feet to an iron pin and the point of beginning; containing .61 acres according to a plat of survey for Laura E. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sr., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference; said property being presently known and designated as 2016 Maple Drive, Kennesaw, Georgia 30144.

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, their heirs and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or it appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal the day and year above written.

Signed, sealed and delivered in the presence of:

WITNESS

ALTON E. WATTS

NOTARY PUBLIC

Susan M Bandrowsky
Notary Public, Cobb County, Georgia
My Commission Expires October 12, 2004

N.P. SEAL

Unofficial Document

Deed Book 13333 Pg 2279
Filed and Recorded Feb-26-2001 09:10am
2001-0027467
Real Estate Transfer Tax $0.00

DEED PREPARATION ONLY

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made the 12 day of February, in the year two thousand one, between

ALTON E. WATTS,

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

LYNNE C. WATTS,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quit-claim to the said party of the second part, their heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in the Land Lot 100, of the 20th District, 2nd Section of Cobb County, Georgia, according to a plat made by albert M. Wynn, Jr., Surveyor, dated February 19, 1982. Said plat is hereby adopted as a more complete description and further described as follows:

Beginning at a point marked by an iron pin located on the North side of the right of way of Maple Drive, N.W., said point being 958.8 feet West from the intersection of the North side of Maple Drive, N.W., with the West side of North Avenue extended; thence running North 89 degrees, 24 minutes, 18 seconds West along the North side of Maple Drive, N.W., 275 feet; thence running North 1 degree, zero minutes, 12 seconds East 281.07 feet to a point located on the South side of a 20 foot drive; thence running South 89 degrees, 45 minutes East along the South side of said 20 foot drive 275 feet to an iron pin located on the South side of said 20 foot drive; thence running South 1 degree, zero minutes West 282.73 feet to an iron pin located on the North side of the Maple Drive right of way which is also the point of beginning.

Unofficial Copy

TO HAVE AND TO HOLD the said described premises unto the said party of the second part, their heirs and assigns, so that neither the said party of the first part nor its successors, nor any other person claiming under it shall at any time, claim or demand any right, title or interest to the aforesaid described premises or it appurtenances.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and affixed their seal the day and year above written.

Signed, sealed and delivered in the presence of:

WITNESS

NOTARY PUBLIC

N.P. SEAL

Susan M Bandrowsky
Notary Public, Cobb County, Georgia
My Commission Expires October 12, 2004

ALTON E. WATTS

Deed Book 15376 Pg 1550
Filed and Recorded Sep-20-2016 10:39am
2016-0113278
Real Estate Transfer Tax $0.00
033201602071 2

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Return Recorded Document to:
Shafritz & Dean, LLC - Suwanee Office
1138 SATELLITE BLVD NW, SUITE 200
Suwanee, GA 30024
Deed prep only, no title search

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, Made the **11th** day of **August, 2016**, between **HALEY A. WATTS A/K/A HAYLEY A. WATTS,** as party or parties of the first part, hereinafter called Grantor, and **LYNNE C. WATTS**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All that tract or parcel of land lying and being in the Land Lot 100 of the 20'h District, 2"4 Section of Cobb County, Georgia, being Lot 6, Lydia Heights, and being more particularly described as follows:

Beginning at a point 584.73 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W. (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence north 00 degrees 19 minutes 42 seconds west a distance of 285.34 feet to an iron pin located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.46 feet to a point; running thence south 00 degrees 19 minutes 49 seconds east a distance of 286.23 feet to a point; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.465 feet to an iron pin and the point of beginning; containing .615 acres according to a plat of survey for Haley A. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sr., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference; said property being presently known and designated as 2008 Maple Drive, Kennesaw, Georgia 30144.
This deed is made subject to a sewer easement in favor of the City of Kennesaw from Ralph E. Watts, dated April 11, 1988.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

Amy Beck
(Unofficial witness)

(Notary Public)

MATTHEW H. SCHUURMAN NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 20, 2020

Haley Watts aka Hayley A. Watts (Seal)
HALEY A. WATTS A/K/A HAYLEY A. WATTS

(Seal)

2025089048 Deed Book 16315 Page 3339
Filed and Recorded: 10/14/2025 10:54:00 AM
Real Estate Transer Tax: $0.00
Connie Taylor
Clerk of Superior Court
Cobb County, Georgia

Parcel ID: 20010003310
Return Recorded Document to:
SHAFRITZ & DEAN, LLC
5825 GLENRIDGE DRIVE,
BLDG 2, STE 102
ATLANTA, GA 30328
(404) 255-8183
Deed Prep Only, No Title Exam

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

This Indenture made this **3rd day of October, 2025** between **Lynne C. Watts and Laura E. Watts,** as party or parties of the first part, hereinafter called Grantor, and **Lynne C. Watts,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

See Exhibit "A" Attached HERETO AND INCORPORATED HEREIN BY REFERENCE

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary

MATTHEW H. SCHUURMAN
My Commission Expires
NOTARY PUBLIC
April 20, 2028
COBB COUNTY, GEORGIA

Lynne C. Watts
Lynne C. Watts

Laura E. Watts
Laura E. Watts

2025089048 Deed Book 16315 pg 3340
Connie Taylor
Clerk of Superior Court
Cobb County, Georgia

EXHIBIT A

Property 1:
All that tract or parcel of land lying and being in the Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot 8, Lydia Heights, and being more particularly described as follows:

Beginning at a point 771.72 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W., (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence north 00 degrees 19 minutes 34 seconds west a distance of 284.44 feet to an iron pin located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.49 feet to an iron pin; running thence south 00 degrees 19 minutes 42 seconds east a distance of 285.34 feet to a point; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.495 feet to an iron pin and the point of beginning; containing 0.61 acres, more or less, according to a plat of survey for Laura E. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sr., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference.

This deed is made subject to a sewer easement in favor of the City of Kennesaw from Ralph E. Watts, dated April 11, 1988.

AND ALSO

All that tract or parcel of land lying and being in Land Lot 100 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot 7, Lydia Heights, and being more particularly described as follows:

Beginning at a point 584.73 feet west of the west side of the right-of-way of North Avenue, N.W., said point being located on the north side of the right-of-way of Maple Drive, N.W. (having a 40' right-of-way), marked by an iron pin and being the point of beginning; running thence south 89 degrees 31 minutes 31 seconds west a distance of 93.495 feet to a point; running thence north 00 degrees 19 minutes 34 seconds west a distance of 284.44 feet to an iron pin located on the south side of a 20 foot drive (unopened); running thence north 89 degrees 15 minutes 00 seconds east along the south side of said 20 foot drive a distance of 93.49 feet to an iron pin; thence south 00 degrees 19 minutes 42 seconds east a distance of 285.34 feet to an iron pin and the point of beginning; containing 0.61 acres, more or less, according to a plat of survey for Laura E. Watts and Alton E. Watts prepared by Thomas M. Ginn, Sr., Georgia Registered Land Surveyor #1549, dated March 12, 1998, which plat of survey is incorporated herein by reference.

Tax ID#: 20010003310

Subject to any Easements or Restrictions of Record

FRONTLINE
SURVEYING & MAPPING, INC.
3595 Canton Road
Suite 116, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
www.frontlinesurveying.com

LEGAL DESCRIPTION – 2036 Maple Drive – Lot Consolidation of 4 Parcels – 3.66 ACRES.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 100 of the 16th District, 2nd Section, of Cobb County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of the Western Right-of-Way of Cherokee Street (Formerly known as Shiloh Road, Variable Right-of-Way) and the Northern Right-of-Way of Maple Drive (40' Right-of-Way), proceed westerly along the Northern Right-of-Way of Maple Drive 1187.60 feet to a point (Iron Pin Set #4 Capped Rebar); said point being the TRUE POINT OF BEGINNING.

THENCE, from said Point of Beginning thus established and along said Right-of-Way of Maple Drive, proceed North 88°46'06" West, a distance of 93.47 feet to a point; thence continue Westerly along said line, a distance of 93.50 feet to a point; thence continue Westerly along said line, a distance of 93.46 feet to a point; Thence proceed, North 88°22'54" West, a distance of 94.11 feet to a point (Iron Pin Found, #4 Rebar); Thence proceed, North 88°51'53" West, a distance of 93.04 feet to a point (Iron Pin Found #4 Rebar); Thence proceed, North 89°06'42" West, a distance of 94.26 feet to a point (Iron Pin Found #4 Rebar); Thence leaving said Right-of-Way of Maple Drive, proceed North 01°36'50" East, a distance of 282.79 feet to a point (Iron Pin Found #4 Rebar); Thence proceed, South 88°55'25" East, a distance of 92.64 feet to a point (Iron Pin Found ½" Open Top Pipe); Thence proceed, South 89°10'03" East, a distance of 93.55 feet to a point (Iron Pin Found ½" Open Top Pipe); Thence proceed, South 89°02'26" East, a distance of 93.34 feet to a point; Thence proceed, South 89°11'38" East, a distance of 93.47 feet to a point; thence continue Easterly along said line, a distance of 93.53 feet to a point; thence continue Easterly along said line, a distance of 93.47 feet to a point (Iron Pin Found 1" Open Top Pipe); Thence proceed, South 01°14'19" West, a distance of 286.13 feet to a point (Iron Pin Set, #4 Capped Rebar) along the Northerly Right-of-Way of Maple Drive, said point being the TRUE POINT OF BEGINNING.

Together with and subject to all covenants, easements, and restrictions of record.

Tract described herein containing 3.66 acres of land (159,309.28 Square feet), more or less, described as a Lot Consolidation Survey by Frontline Surveying & Mapping Inc. dated 11/19/2025. Also being known as Lots 5, 6, 7, 8, 9, and 10 of the L.C. Chalker Subdivision, recorded in Platbook 28 Page 23 and Platbook 28 Page 32, Cobb County Clerk of Superior Court.

GEORGIA REGISTERED LS 003281 LAND SURVEYOR THOMAS EDWARD PEAY, III

Thomas E. Peay, III. Ga. RLS 3281
For the Firm of Frontline Surveying & Mapping, Inc. 11/20/25

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20010000980	3/3-BOND - KENNESAW CITY	298386

Property Owner/Location/Description	Fair Market Value	Taxable Value
WATTS LYNNE CONNELLY 2046 MAPLE DR NW	79,300	31,720

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	31,720		0		31,720		7.7500000000		$245.83
BOND	31,720		0		31,720		1.4000000000		$44.41

Exemptions:

Printed November 20, 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$290.24
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$290.24
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20010000980
Amount Due:	$0.00
Bill#:	298386
Due Date:	12/01/2025
	AMOUNT PAID

WATTS LYNNE CONNELLY
2036 MAPLE DR
KENNESAW, GA 30144

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill
TEMPORARY

Parcel ID	Tax District	Bill #
20010002990	3/3-BOND - KENNESAW CITY	293524

Property Owner/Location/Description	Fair Market Value	Taxable Value
WATTS LYNNE C 2036 MAPLE DR NW	354,350	120,479

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	120,479		120,479		0		7.7500000000		$0.00
BOND	120,479		120,479		0		1.4000000000		$0.00

Exemptions:
413 - Age 65

Printed November 20, 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$0.00
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$0.00
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20010002990
Amount Due:	$0.00
Bill#:	293524
Due Date:	12/01/2025
	AMOUNT PAID

WATTS LYNNE C
2036 MAPLE DR
KENNESAW, GA 30144-1829

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20010003300	3/3-BOND - KENNESAW CITY	293536

Property Owner/Location/Description	Fair Market Value	Taxable Value
WATTS LYNNE C 1992 MAPLE DR NW	135,000	54,000

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	54,000		0		54,000		7.7500000000		$418.50
BOND	54,000		0		54,000		1.4000000000		$75.60

Exemptions:

Printed November 20, 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$494.10
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$494.10
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20010003300
Amount Due:	$0.00
Bill#:	293536
Due Date:	12/01/2025
	AMOUNT PAID

WATTS LYNNE C
2036 MAPLE DR
KENNESAW, GA 30144

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20010003310	3/3-BOND - KENNESAW CITY	299314

Property Owner/Location/Description	Fair Market Value	Taxable Value
WATTS LYNNE C & LAURA E 2026 MAPLE DR NW	135,000	54,000

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	54,000		0		54,000		7.7500000000		$418.50
BOND	54,000		0		54,000		1.4000000000		$75.60

Exemptions:

Printed November 20, 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$494.10
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$494.10
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20010003310
Amount Due:	$0.00
Bill#:	299314
Due Date:	12/01/2025
	AMOUNT PAID

WATTS LYNNE C & LAURA E
2036 MAPLE DR
KENNESAW, GA 30144

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Printed: 11/19/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
LYNNE C WATTS

WATTS LYNNE C

Payment Date: 10/8/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20010003300	12/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$617.22	**$0.00**

Scan this code with your mobile phone to view this billl!

Printed: 11/19/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
LYNNE C WATTS

WATTS LYNNE C & LAURA E

Payment Date: 10/8/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20010003310	12/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$617.22	**$0.00**

Scan this code with your mobile phone to view this billl!

Printed: 11/20/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
Lynne Watts

WATTS LYNNE C

Payment Date: 11/19/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20010002990	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$1.16	$3.16	$0.00	$0.00	$719.12	**$0.00**

Scan this code with your mobile phone to view this billl!

Printed: 11/19/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
LYNNE C WATTS

WATTS LYNNE CONNELLY

Payment Date: 10/8/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20010000980	12/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$362.56	**$0.00**

Scan this code with your mobile phone to view this billl!

Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official
Chanelle Campbell, Planning and Zoning
Plan Review Committee Members
Chanelle Campbell, Planning and Zoning
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: February 16, 2026

The plat application (PC2025-01) was submitted by the applicant Lynne Wyatt (Parcel numbers 20010003300, 20010003310, 20010002990 & 20010000980) with a request consolidate six (6) into one tract consisting of 3.66 +/- acres. The final plat was received and reviewed by the Plan Review Committee.

All members of the Plan Review Committee have verified the plat, and all comments have been addressed. The final plat is in compliance and is now ready for your consideration and approval.

Scott Banks, Plan Review Coordinator

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: February 9, 2026

TITLE: **Final Plat Application: 2995 & 2997 N Main St (Unassigned Right-of-Way)**
Approval of the final plat application submitted by Dean Klein; this plat will consolidate 0.11 +/- acres of unassigned right-of-way into the existing residential tracts located at 2995 & 2997 N Main St. (Parcel numbers #20013900130 & 20013900140). Case #PC2026-01

Summary:
The application was submitted by Dean Klein to consolidate the unassigned right-of-way consisting of 0.11 +/- acres into the existing residential parcels located at 2995 & 2997 N Main St. The Plan Review Committee has reviewed the final plat and deemed the plat is in compliance and recommends approval.

Recommendation:
Planning and Zoning recommends approval of the final plat.

Fiscal Impact:

Attachments:
1. PC2026-01_2995 & 2997 N Main St _Application Packet_Redacted
2. PC2026-01_2995 & 2997 N Main St_Survey
3. PC2026-01_2995 & 2997 N Main St _PRC Letter

Date Received 12/19/25
Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Preliminary Plat _____ *Final Plat* X *Revised Plat* _____ *Parcel Combination* _____ *Parcel Split* _____

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

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

Date of Consultation _____ **Staff Initials** _____

DEVELOPMENT NAME Number of Units

PURPOSE OF DEVELOPMENT NA

WHAT IS THE REVISION BEING MADE COMBINE ORIGINAL PARCEL W/ ROW PURCHASE

ADDRESS OF PROPERTY 2995 & 2997 NORTH MAIN ST. KENNESAW, GA 30144

Parcel ID 20013900140 / 20013900130 Lot Size .35 AC / .35 AC Present Zoning R 15

Current Use RESIDENTIAL Proposed Use RESIDENTIAL

APPLICANT DEAN KLEIN

Applicant address 2995 NORTH MAIN ST. KENNESAW GA 30144

(Phone #) [redacted] Email Address [redacted]

Applicant Signature _____

Signed, sealed and delivered in presence of: _____ **Notary** **Date** 12/16/25

INDIVIDUAL NOTARY PUBLIC EXPIRES GEORGIA 07.04.2027 COBB COUNTY

REPRESENTATIVE _____ (Phone #) _____ Email Address _____

Representative Signature _____

Signed, sealed and delivered in presence of: _____ **Notary** **Date**

* **TITLEHOLDER** Ricky Stewart (Phone #) 770-421-8512

Titleholder Signature _____ Address 308 Moon [illegible]

Signed, sealed and delivered in presence of Notary _____ Date 1/6/2026

KEVIN CHECKWOOD NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 25, 2026

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

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

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars ($250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars ($250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? NO

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

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

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

X

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

/

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

I certify that the foregoing information is true and correct, this 16th day of DECEMBER, 2025

Applicants Signature

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

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

2995 NORTH MAIN ST

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.52' TO A #4 REABR FOUND AT THE POINT OF BEGINNING; THENCE RUNNING NORTH 21 DEGREES 50 MINUTES 42 SECONDS EAST 25.06' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 90.29' TO APOINT; THENCE RUNNING SOUTH 13 DEGREES 24 MINUTES 40 SECONDS WEST 25.27' TO A NAIL FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 68 DEGREES 09 MINUTES 18 SECONDS WEST 94.00' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.05 ACRES.

2997 NORTH MAIN STREET

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING NORTH 22 DEGREES 09 MINUTES 49 SECONDS EAST 25.00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.38' TO A POINT; THENCE RUNNING SOUTH 21 DEGREES 50 MINUTES 42 SECONDS WEST 25.27' TO A #4 REBAR FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 09 MINUTES 18 SECONDS WEST 104.52' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.06 ACRES.

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20013900140	3/3-BOND - KENNESAW CITY	282240

Property Owner/Location/Description	Fair Market Value	Taxable Value
KLEIN DEAN 2995 N MAIN ST	265,340	106,136

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	106,136		0		106,136		7.7500000000		$822.56
BOND	106,136		0		106,136		1.4000000000		$148.59

Exemptions:

Printed December 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$971.15
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$971.15
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20013900140
Amount Due:	$0.00
Bill#:	282240
Due Date:	12/01/2025
	AMOUNT PAID

KLEIN DEAN
2995 N MAIN ST NW
KENNESAW, GA 30144

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20013900130	3/3-BOND - KENNESAW CITY	281688

Property Owner/Location/Description	Fair Market Value	Taxable Value
KLEIN DEAN 2997 N MAIN ST	210,660	84,264

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	84,264		0		84,264		7.7500000000		$653.05
BOND	84,264		0		84,264		1.4000000000		$117.97

Exemptions:

Printed December 2025 | Settled Value Bill: You are receiving this bill due to the finalization of your appeal.

For properties under appeal with Cobb County, an initial temporary bill was issued based on 85% of the estimated tax value due 12/1/2025. Now that your appeal has been finalized, this bill reflects the full amount due for 2025.

If your taxes are paid through escrow, please forward the attached bill to your mortgage company for prompt processing.

Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.

Current Year Tax	$771.02
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$771.02
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to : City of Kennesaw Property Tax Division and include the Parcel ID on your check.

For your convenience, you may pay by check, money order, Discover, Mastercard, AMEX, VISA.
3% fee and $3.50 per transaction fee added to debit/credit card payments. $1.25 fee per ECheck transaction paid online.

Parcel ID:	20013900130
Amount Due:	$0.00
Bill#:	281688
Due Date:	12/01/2025
	AMOUNT PAID

KLEIN DEAN
2995 N MAIN ST NW
KENNESAW, GA 30144

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Printed: 12/29/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
VALON MORTGAGE INC

KLEIN DEAN

Payment Date: 10/7/2025

Tax Year	Parcel ID	Due Date				Taxes Due
2025	20013900130	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$2,538.87	**$0.00**

Scan this code with your mobile phone to view this billl!

Printed: 12/29/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
VALON MORTGAGE INC

KLEIN DEAN

Payment Date: 10/7/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20013900130	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$2,538.87	**$0.00**

Scan this code with your mobile phone to view this billl!

After Recording, please return to
Bentley, Bentley & Bentley
241 Washington Avenue
Marietta, GA 30060

[SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA]

PARCEL ID:
20013900140
20013900130

QUITCLAIM DEED

State of Georgia
County of COBB

THIS INDENTURE is made this _____ day of _____, 2025, by and between CITY OF KENNESAW, GEORGIA, a political subdivision of the State of Georgia (hereinafter "Grantor") and DEAN KLEIN (hereinafter "Grantee") (the words Grantor and Grantee to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold ,and does by these presents, bargain, sell, remise, release, and forever QUITCLAIM to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the follow described Property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.52' TO A #4 REBAR FOUND AT THE POINT OF BEGINNING; THENCE RUNNING NORTH 21 DEGREES 50 MINUTES 42 SECONDS EAST 25.06' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 90.29' TO APOINT; THENCE RUNNING SOUTH 13 DEGREES 24 MINUTES 40 SECONDS WEST 25.27' TO A NAIL FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH

68 DEGREES 09 MINUTES 18 SECONDS WEST 94.00' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.05 ACRES AND PRESENTLY KNOWN UNDER THE CURRENT NUMBERING SYSTEM AS 2995 NORTH MAIN ST.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING NORTH 22 DEGREES 09 MINUTES 49 SECONDS EAST 25.00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.38' TO A POINT; THENCE RUNNING SOUTH 21 DEGREES 50 MINUTES 42 SECONDS WEST 25.27' TO A #4 REBAR FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 09 MINUTES 18 SECONDS WEST 104.52' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.06 ACRES AND PRESENTLY KNOWN UNDER THE CURRENT NUMBERING SYSTEM AS 2997 NORTH MAIN STREET.

TO HAVE AND TO HOLD the said conveyed property or property interest in fee simple and any rights Grantor has or may have in and to the channel improvement easements are hereby quit-claimed and conveyed unto the Grantee so that neither Grantor or its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said channel improvement easements as they may apply to Grantee's Property or its appurtenances in same.

IN WITNESS WHEREOF, Grantor has signed and sealed this quit claim deed on the day and year first above written.

Print Name Signed, sealed and delivered in our presence:

This _____ day of _____, 2025.

Unofficial Witness: _____
Print Name: _____

CITY OF KENNESAW, a political subdivision of the State of Georgia

by:_____
Derek Easterling, Mayor

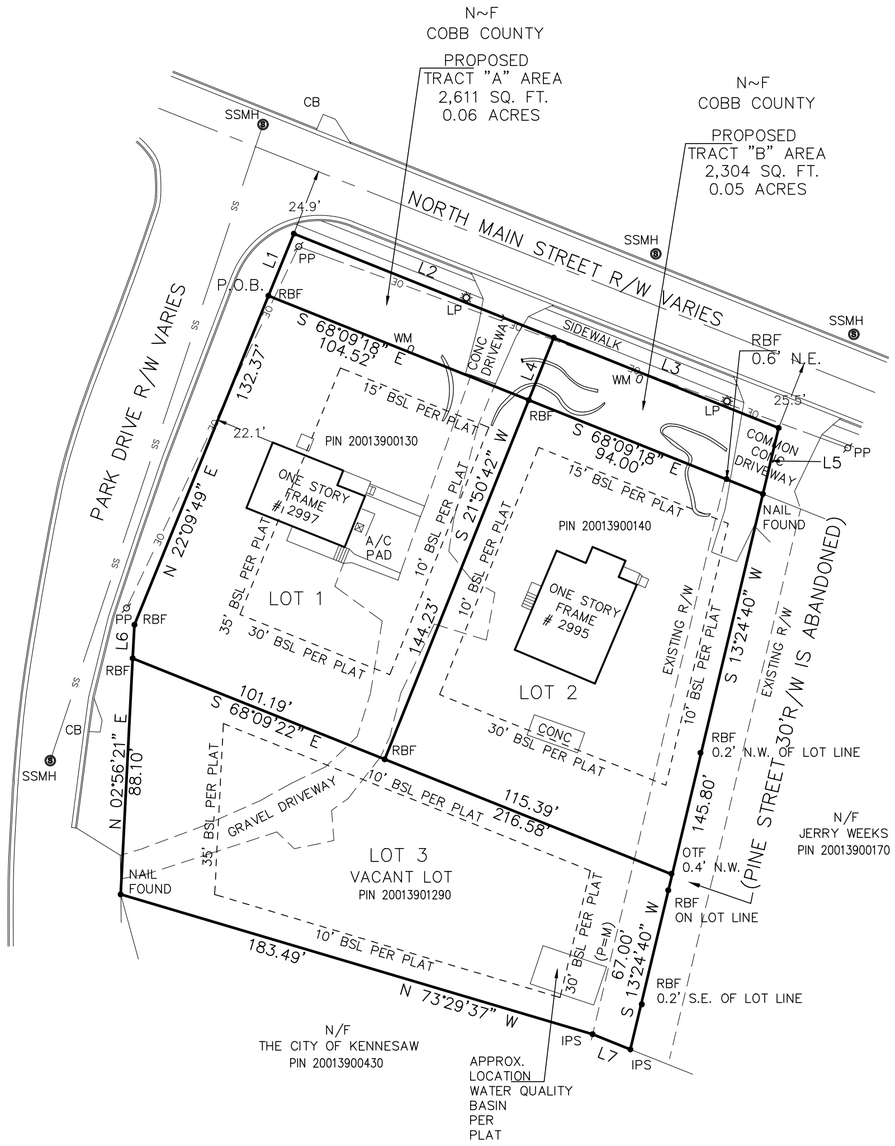
_____
Notary Public (SEAL)

RESERVED FOR THE CLERK OF COURTS

LEGEND AND SYMBOLS USED

- IPF - Iron Pin Found
- IPS - Iron Pin Set (1/2" Capped Rebar)
- RBF - Rebar Found
- OTF - Open Top Pipe Found
- CTF - Crimped Top Pipe Found
- MON - Monument Found
- CMF - Concrete Monument Found
- CP - Calculated Point
- PP - Power Pole
- LP - Light Pole
- PED - Utility Pedestal
- FH - Fire Hydrant
- WM - Water Meter
- WV - Water Valve
- GM - Gas Meter
- SMH - Sewer Manhole
- CB - Catch Basin
- DI - Drop Inlet
- C/O - Cleanout
- PBX - Power Box
- Deciduous Tree
- Coniferous Tree
- CMP - Corrugated Metal Pipe
- RCP - Reinforced Concrete Pipe
- R/W - Right of Way
- N~F - Now or Formerly
- DB, PG - Deed Book and Page
- PB, PG - Plat Book and Page
- POB - Point of Beginning
- P = PLAT
- D =DEED
- M = MEASURED

THE PURPOSE OF THIS PLAT IS TO TRANSFER OWNERSHIP OF PROPOSED TRACTS "A" AND "B" FROM COUNTY MAINTAINED RIGHT OF WAY TO THE OWNERS OF LOTS 1 AND 2 RESPECTIVELY



SURVEY BASED LEGAL DESCRIPTIONS

2995 NORTH MAIN ST

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.52' TO A #4 REABR FOUND AT THE POINT OF BEGINNING; THENCE RUNNING NORTH 21 DEGREES 50 MINUTES 42 SECONDS EAST 25.06' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 90.29' TO APOINT; THENCE RUNNING SOUTH 13 DEGREES 24 MINUTES 40 SECONDS WEST 25.27' TO A NAIL FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 68 DEGREES 09 MINUTES 18 SECONDS WEST 94.00' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.05 ACRES.

2997 NORTH MAIN STREET

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 139 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR FOUND AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF PARK DRIVE WITH THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING NORTH 22 DEGREES 09 MINUTES 49 SECONDS EAST 25.00' TO A POINT; THENCE RUNNING SOUTH 68 DEGREES 09 MINUTES 18 SECONDS EAST 104.38' TO A POINT; THENCE RUNNING SOUTH 21 DEGREES 50 MINUTES 42 SECONDS WEST 25.27' TO A #4 REBAR FOUND ON THE PROPOSED SOUTHERN RIGHT OF WAY OF NORTH MAIN STREET; THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY NORTH 09 MINUTES 18 SECONDS WEST 104.52' TO THE #4 REBAR FOUND AT THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OR PARCEL OF LAND CONTAINS 0.06 ACRES.

NOTE: NO STREET PARKING HAS BEEN APPROVED FOR THIS DEVELOPMENT

SURVEYOR'S NOTES:

1. The field data upon which this plat is based has a relative positional accuracy of 0.02 feet.

2. This plat has been calculated for closure and has a mathematical error of 1: 300,000+.

3. Field angles and measurements acquired for the production of this plat were obtained on 10/15/25 using a Leica TCRP 1203 Total Station.

4. This plat was prepared without benefit of a current title examination. Easements or other encumbrances may exist which are not shown hereon. All matters pertaining to title are excepted.

5. No provisions have been made to secure the delineation of any wetlands, historical, or cultural features that may exist on this property.

6. Information regarding the reputed presence, size, character, and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his employees, his consultants, his contractors and/or his agents shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information shown hereon as to such underground installations.

7. The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief; and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.

8.Nothing herein shall be construed to mean that the City of Kennesaw has accepted the dedication of any rights-of-way, easements or other area as being dedicated to public use.

SURVEYOR'S CERTIFICATION

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist or are marked as "future," and their location, size, type and material are correctly shown; and that all engineering requirements of the Kennesaw Subdivision Regulations have been fully complied with.

SURVEYOR'S CERTIFICATION

As required by Subsection (C) of OCGA Section 15-6-67, the Registered Land Surveyor hereby certifies that this map, plat or plan has been approved for filing in writing by any and all applicable municipal, county or municipal-county planning commissions or municipal or county governing authorities or that such governmental bodies have affirmed in writing that approval is not required.

The following governmental bodies have approved this map, plat or plan for recording:

Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser as to the intended use of any parcel. The Registered Land Surveyor further certifies that this map, plat or plan complies with the minimum standards and specifications of the State Board of Registration for Professional Engineers and Land Surveyors and the Georgia Superior Court Clerks' Cooperative Authority. The Approval signatures above were not in place when this survey was issued, and are to be properly obtained prior to recording.

John C. Groves, Jr. GA RLS 3237 date

GEORGIA REGISTERED No. 3237 PROFESSIONAL LAND SURVEYOR JOHN C. GROVES, JR.

MAYOR / CITY COUNCIL APPROVAL

Pursuant to the Land Subdivision sections of this UDC of the City of Kennesaw, Georgia, all the requirements of approval having been fulfilled, this final plat was given final approval by the Mayor and Council of Kennesaw, Georgia on _____ (Date).

Mayor, Kennesaw, Georgia

OWNER'S ACKNOWLEGEMENT

The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through duly authorized agents, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever all streets, parks, drains, easements and public grounds thereon shown, which comprises a total of 0 acres, for the purposes therein expressed. Provided, however, that nothing herein nor acceptance shall create liability on the part of the City of Kennesaw, its officers, agents or employees for flooding or erosion from storm drains or from flooding from high water of natural creeks or rivers, and the City of Kennesaw is hereby specifically released from any such liability or from liability for the negligent construction or maintenance of all drainage structures, roads, sediment control facilities and all other work performed by the owner or developer of the property, their agent, servants, employees or contractors

Property Owner date

DEPARTMENTAL APPROVAL

Nothing herein shall be construed to mean that the City of Kennesaw has accepted the dedication of any rights-of-way, easements or other area as being dedicated to public use.

Planning and Zoning

Building and Construction

Public Works

City Engineer

This plat, having been submitted to the Cobb County Water System and having been found to comply with Cobb County Development Standards, is approved for recording.

CCWS

LOT 1 AREA
15,108 SQ. FT.
0.35 ACRES

LOT 2 AREA
15,100 SQ. FT.
0.35 ACRES

LOT 3 AREA
15,554 SQ. FT.
0.36 ACRES

LINE	BEARING	DISTANCE
L1	N 22°09'49" E	25.00'
L2	S 68°09'18" E	104.38'
L3	S 68°09'18" E	90.29'
L4	S 21°50'42" W	25.06'
L5	S 13°24'40" W	25.27'
L6	N 02°56'21" E	12.54'
L7	N 68°10'09" W	15.17'

0 40 80 120

FOOTHILLS LAND SURVEYING
3380 TRICKUM ROAD
BUILDING 300
WOODSTOCK, GA 30188
(678) 533-8637
www.foothillslandsurveying.com
GA LSF #1152

BOUNDARY SURVEY PREPARED FOR
DEAN KLEIN
MARY KLEIN

ROCHWALSKYS CORNER
LOCATED IN LAND LOT 139
20TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

DATE: 10/20/25
SCALE: 1"=40'
DRAWING: 25-305
COORD:
REVISIONS:

SHEET #: 1 of 1

Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official
Chanelle Campbell, Planning and Zoning
Plan Review Committee Members
Chanelle Campbell, Planning and Zoning
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: February 16, 2026

The plat application (PC2026-01) was submitted by the applicant Dean Klein (Parcel numbers 20013900130 & 20013900140) with a request consolidate 0.11 +/- acres of right of way fronting 2995 & 2997 N Main Street into the existing parcels. The final plat was received and reviewed by the Plan Review Committee.

All members of the Plan Review Committee have verified the plat, and all comments have been addressed. The final plat is in compliance and is now ready for your consideration and approval.

Scott Banks, Plan Review Coordinator

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 9, 2026

TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 9, 2026

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

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 9, 2026

TITLE: **Discussion: Natural Playground in Depot Park**
Discussion item as requested by Councilmember Orochena regarding the addition of a "natural playground" or "playscape" area in Depot Park.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None