

**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**

**Meeting Agenda**

**April 6, 2026 6:30 PM**

**Council Chambers**

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

**Livestream: [www.kennesaw-ga.gov/publicmeetings/](http://www.kennesaw-ga.gov/publicmeetings/)**

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1. **Invocation**
  2. **Pledge of Allegiance**
  3. **Call to Order**
  4. **Announcements**
  5. **Presentations**
    - A. **Recognition: Promotion of Kennesaw Police Department Sergeants**
  6. **Public Comment**

This section is for comment on any item on the agenda.
  7. **Old Business**
  8. **New Business**
  9. **Committee and Board Reports**
    - A. **SPLOST: 2028 Projects List**

Consideration for approval of the proposed projects for the 2028 Special Purpose Local Option Sales Tax (SPLOST) referendum.
  10. **Public Hearing(s)**
  11. **Consent Agenda**
    - A. **Minutes: March 9, 2026 Work Session**

Approval of the March 9, 2026, City Council work session minutes.
    - B. **Minutes: March 9, 2026 Executive Session**

Approval of the March 9, 2026 City Council executive session minutes.

- C. **Minutes: March 16, 2026 Regular Meeting**  
Approval of the March 16, 2026 City Council regular meeting minutes.
- D. **Minutes: March 16, 2026 Executive Session**  
Approval of the March 16, 2026 City Council executive session minutes.
- E. **Certification of Estimated Rollback Rate for 2026 Notice of Assessment**  
Certification of the estimated rollback rate for 2026 Notice of Assessment in compliance with HB 581 and HB 92.
- F. **Surplus: Zebra RW420 Printers**  
Approval to sell surplus ZebraRW420 Printers on GovDeals.
- G. **Surplus: Public Works Vehicles and Equipment**  
Approval to sell or dispose of surplus City vehicles and equipment.
- H. **Resolution: Guardrail Installation at Baker Road**  
Consideration for approval of a Resolution approving the proposal from Gracie Gray Contractors, Inc. for a guardrail installation along Baker Road.
- I. **Resolution: Reallocation of Impact Fees to Kennesaw Station Park Expansion**  
Consideration for approval of a Resolution authorizing the reallocation of surplus Impact Fees from the Adams Park baseball field lighting project to the Kennesaw Station Park Expansion project.
- J. **Resolution: Professional Planning Services for the City of Kennesaw 2027 Comprehensive Plan**  
Consideration for approval of a Resolution accepting Inspire Placemaking Collective, Inc's proposal to provide professional planning services for the City of Kennesaw's Comprehensive Plan update.

## 12. General and Administrative

- A. **Alcohol License: Smash Hit Burgers**  
Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Smash Hit Catering, LLC D/B/A Smash Hit Burgers located at 2921 Cherokee Street NW Kennesaw, GA 30144. Applicant: Cynthia Daniel
- B. **Alcohol License: Las Tejitas 2 LLC**  
Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Las Tejitas 2 LLC located at 2090 Baker Road Suite 504, Kennesaw, GA 30144. Applicant: Howard Myers
- C. **Alcohol License: Fuego Azul Tequila LLC**  
Consideration for approval of a Wholesale Alcohol License for Fuego Azul Tequila LLC D/B/A Fuego Azul Tequila located at 3635 Kennesaw N Industrial Pkwy Suite A Kennesaw, GA 30144. Applicant: Ricardo Kelly

**13. Public Safety**

**14. Information Technology**

**15. Public Works and Building Maintenance**

**16. Recreation and Culture**

**17. Community Development**

**18. Public Comment**

This section is for general comment.

**19. City Manager's Report**

A. Reports, Discussions, and Updates

**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**

**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**



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Marty Hughes, Assistant City Manager

**DATE:** April 6, 2026

**TITLE:** **SPLOST: 2028 Projects List**  
 Consideration for approval of the proposed projects for the 2028 Special Purpose Local Option Sales Tax (SPLOST) referendum.

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### Summary:

The appointed 2028 SPLOST committee, consisting of both City council members and staff, have created the attached list of projects for the 2028 Special Purpose Local Option Sales Tax (SPLOST) referendum, which Cobb County has scheduled for a November 2026 vote with the public. Per the committee's evaluations, with public review on 10 March and 19 March, the proposed projects reflect the City's priority of needs for the next six years.

Due to legal timelines, Cobb County is requesting submittal of the City's approved project list for publication in the SPLOST guidebook.

### Recommendation:

The 2028 SPLOST Committee recommends approval.

### Fiscal Impact:

### Attachments:

1. 2028 SPLOST Projects

<b>TIER 1 City of Kennesaw Projects</b>	<b>Estimated Project Cost</b>
Sardis St extension and overpass - Elevate the overall performance of the transportation network and strategic re-development of the downtown district and mitigate traffic congestion on Main St and its arteries. Additional efforts include securing essential rights-of-way and conducting coordinated planning with CSX Railroad to ensure effective project progression and long-term transportation predictability.	\$10,500,000
Main St improvements - Improve walkability, pedestrian safety, and roadway crossings in and around Depot Park and the greater downtown Kennesaw area, while elevating the overall streetscape to create a more accessible and cohesive urban environment.	\$3,000,000
Summers St - Improve Summers St and Kennesaw Due West Rd at Cobb Parkway to enhance overall traffic operations and transportation efficiency.	\$2,000,000
Neighborhood improvements - Implement comprehensive neighborhood infrastructure enhancements, including street resurfacing, stormwater system upgrades, and expanded sidewalk connectivity, to strengthen overall safety and quality of life for residents.	\$2,000,000
Depot Park - Establish a pedestrian-friendly zone along Cherokee Street adjacent to the museum and its surrounding area, complemented by the expansion of the Depot Park parking to improve accessibility and accommodate increased visitor demand with the increased park activation.	\$3,000,000
Facilities improvements - Optimize space utilization to accommodate current and future staff growth, advancing HVAC, lighting and plumbing efficiencies, and strengthening access control and camera security measures to protect personnel and visitors.	\$4,771,381
Property acquisition - Secure strategically located land that supports city-wide facility growth needs, storage capacity, and long-term operational improvements.	\$3,000,000
Design and construct a new community center	\$14,000,000
Parks improvements - Enhance and improve Adams, Swift, Commemorative, and Depot Parks through targeted upgrades/expansion and strategic investment to ensure these public spaces continue to serve the community with high-quality amenities, accessibility and equipment; long-term functionality of the dog and skate parks; and an elevated standard of environmental and recreational value of the trails as well as the ballfields and associated buildings	\$3,500,000
Public Safety vehicles and equipment	\$1,000,000
<b>Total</b>	<b>\$46,771,381</b>

<b>TIER 2 City of Kennesaw Projects (if funding becomes available)</b>	<b>Estimated Project Cost</b>
Cobb International Blvd - Upgrade and resurface road to handle heavy truck traffic as well as more commercial and personal vehicles for the industrial park businesses.	\$10,000,000
Old 41 Highway - Establish a fourth travel lane between Barrett Parkway and Hardee Circle to optimize traffic flow, reduce congestion, and enhance overall roadway safety for motorists.	\$3,500,000
Design and construct a new city hall	\$16,000,000
Public Safety vehicles and equipment	\$1,000,000
Total	\$30,500,000



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Lea Alvarez, City Clerk  
**DATE:** April 6, 2026  
**TITLE:** **Minutes: March 9, 2026 Work Session**  
Approval of the March 9, 2026, City Council work session minutes.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. 2026-03-09 City Council Work Session Draft Minutes

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

**Livestream: [www.kennesaw-ga.gov/publicmeetings/](http://www.kennesaw-ga.gov/publicmeetings/)  
March 9, 2026  
6:30 PM**

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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**
- 2. Pledge of Allegiance**
- 3. Call to Order**

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

**4. Announcements**

**5. Presentations**

**6. Old Business**

**7. New Business**

**A. Resolution: Master Fee Schedule Updates**

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

City Clerk Lea Alvarez presented a resolution to update portions of the Master Fee Schedule. She briefed the Council on several changes, including increasing the Kennesaw Police Department's fingerprinting fee from \$15 to \$35 to align with Cobb County; adding a Licensing Agreement or Publication Policy at the Southern Museum for researchers and organizations wishing to publish duplications from the Museum's collection and correcting the rental timeframe for the Cobb EMC Gallery; and adding a \$50 deposit at Smith-Gilbert Gardens to reserve group activities such as tours, workshops, and presentations.

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

## 8. Committee and Board Reports

## 9. Public Hearing(s)

### A. Ordinance: Rezoning Request for 1600 Old 41 Hwy & 0 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 and 0 Old 41 Hwy (parcel #20021200130 & 2002120156). Case #RZ2026-01

Planning and Zoning Director Chanelle Campbell presented an ordinance for a rezoning request submitted by Walton Communities, LLC for the properties located at 1600 Old 41 Highway and 0 Old 41 Highway. The request seeks to rezone approximately 11.44 acres from General Commercial and RM-12 (Multiple-Family District) to RM-16 (Multiple-Family District) to allow for the construction of a multi-family residential community. In addition to the rezoning, the applicant requested a variance to reduce the required parking ratio from 1.75 spaces per unit to 1.5 spaces, which is the subsequent agenda item.

Ms. Campbell stated that staff received a request from the applicant's attorney earlier that day to defer both applications in order to continue discussions with staff, as additional information regarding the property's flood zone area had been identified. A new public hearing date has not yet been established. She also noted that staff received a letter of opposition on February 5, 2026. Because public notice had already been issued, the Council was required to proceed with the public hearings for the rezoning and variance applications.

### B. Zoning Variance: 1600 Old 41 Hwy & 0 Old 41 Hwy

Consideration for approval of a variance application for the properties located at 1600 Old 41 Hwy and 0 Old 41 Hwy (parcel #20021200130 & 2002120156) as submitted by Walton Communities, LLC. Case #ZV2026-01

This item was discussed during item 9. A.

### C. Ordinance: Rezoning Request for 6095 Pine Mountain Road

Consideration for approval of an ordinance authorizing a rezoning request submitted by Cedar Creek Professional Office Association, Inc for the property located at 6095 Pine Mountain Rd (parcel #20014001470). Case #RZ2026-03

Planning and Zoning Director Chanelle Campbell presented an ordinance regarding a rezoning request submitted by Cedar Creek Professional Office Association, Inc. for the property located at 6095 Pine Mountain Road. The request seeks to amend zoning conditions approved under Ordinance No. 2006-20 by eliminating Condition No. 14, which requires interparcel access and a shared access drive.

At the March 4, 2026, Planning Commission meeting, the applicant requested to withdraw the application. The Planning Commission and staff recommended approval of the withdrawal.

## 10. Consent Agenda

- A. **Minutes: February 23, 2026 Work Session**  
Approval of the February 23, 2026, City Council work session minutes.
- B. **Minutes: February 23, 2026 Executive Session**  
Approval of the February 23, 2026, City Council executive session minutes.
- C. **Minutes: March 2, 2026 Regular Meeting**  
Approval of the March 2, 2026, City Council regular meeting minutes.

**11. General and Administrative**

- A. **Alcohol License: Hooters of Kennesaw 2025 LLC D/B/A Hooters of Kennesaw**

Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Hooters of Kennesaw 2025, LLC D/B/A Hooters of Kennesaw located at 2102 Old 41 Highway NW, Kennesaw, GA, 30144.  
Applicant: Matthew Floyd

Business License Manager Kayla Willis presented a Retail Pouring Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Hooters of Kennesaw 2025, LLC d/b/a Hooters of Kennesaw, located at 2102 Old 41 Highway NW. She noted that the applicant completed the required alcohol workshop in accordance with Section 6-69 of the Kennesaw Code of Ordinances. The application and background check are on file, and the required signage and public notice were completed in accordance with Section 6-36.

Mayor Pro Tem Jones asked whether the application was due to a change in ownership. Ms. Willis stated that it was a name change.

**12. Public Safety**

- A. **Crime Stats: February 2026**  
Consideration for the acceptance of the February 2026 crime statistics.

Chief Bill Westenberger presented the February 2026 crime statistics (see **Exhibit A**).

- B. **Resolution: Memorandum of Understanding with Kennesaw State University for the assignment of law enforcement officers.**  
Consideration for approval of a Resolution authorizing a Memorandum of Understanding (MOU) between the City of Kennesaw and Kennesaw State University for mutual aid and law enforcement assistance.

Chief Westenberger presented a resolution authorizing a MOU between the City of Kennesaw and Kennesaw State University for mutual aid and law enforcement assistance.

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

- C. **Resolution: Agreement with Semotus, Inc. dba Hiplink Software**

Consideration for approval of a Resolution authorizing the agreement with Hiplink Software for critical communication services.

911 Director Nikki McGraw presented a resolution authorizing an agreement with HipLink Software for critical communication services. The first-year cost is \$15,330, which includes installation, setup, and training.

Mayor Pro Tem Jones asked whether the system would be used internally or for mass public communication. Ms. McGraw stated that this portion of the software will be for internal use only. The system will integrate with the 911 Computer Aided Dispatch system and allow communication with law enforcement officers in the field and staff.

Councilmember Bothers asked about the cost of the software. Ms. McGraw stated that the first-year cost is \$15,330, with an annual cost of \$12,230 for each subsequent year.

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

### **13. Information Technology**

### **14. Public Works and Building Maintenance**

### **15. Recreation and Culture**

### **16. Community Development**

### **17. Public Comments**

6:40 p.m. Floor Open for Public Comments

CHRISTA THOMAS [Owner of The Artful Rabbit]: Ms. Thomas expressed support for the proposed natural playscape at Depot Park. She stated that projects like this are more than an added amenity; they are an investment in children and the type of community the City aims to build. She added that prioritizing spaces for children and families demonstrates the City's commitment to people, wellness, and community connection.

PALMA RHOADES [City Resident]: Ms. Rhoades stated that she served on the original committee that helped determine the locations of parks in the City and echoed Ms. Thomas's sentiments. She added that she does not believe anyone has ever regretted establishing a park.

KIMBERLY WATKINS (City Resident): Ms. Watkins expressed support for the proposed playscape. She stated that she has had multiple conversations with Parks and Recreation over the years about pursuing a playground and has worked closely with the Moms Club of Kennesaw, whose members are also very interested. She added that a nature-based playscape would be a wonderful addition to the community and

expressed hope that the Council will support the proposal.

6:43 p.m. Floor Closed for 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 Playscape in Depot Park**

Discussion item requested by Councilmember Orochena regarding a natural playscape in Depot Park.

Councilmember Orochena requested that Council revisit the discussion regarding a natural playscape at Depot Park to reach a clearer consensus on direction. She stated that while she initially believed the idea was positive, she was pleasantly surprised by the amount of public support it received. She added that a natural playground would be unique compared to other playgrounds in the City and that locating it in Depot Park could attract pedestrians from the surrounding downtown residential density.

Mayor Pro Tem Jones stated that he believed Council had generally been in agreement during the previous discussion and that the next step would be for staff to begin evaluating the project.

Councilmember Viars, noting that she served on the amphitheater committee, emphasized that the City is not opposed to parks, children, or families. She explained that Depot Park was originally envisioned as an entertainment space. After walking the park to consider potential locations, she suggested that the area near the bird art installation might be the only feasible location but expressed concern about the limited space and the potential need to modify existing landscaping. She added that she is not opposed to the idea but believes the project should be planned and funded through the budget rather than using reserve funds.

Mayor Easterling stated that Depot Park was designed as the City's town green and was not originally planned to include a playground. He agreed that the project should first be considered during the upcoming budget process.

Mayor Pro Tem Jones suggested the area behind the amphitheater as a possible location and noted that he would support enclosing the space with a fence.

Councilmember Orochena stated that the location referenced by Councilmember Viars could be a natural fit and that the playscape would enhance, rather than detract from, the character of Depot Park.

Councilmember Bothers stated that Council must consider funding and timing for the project. While he supports the concept and the proposed location, he emphasized that the City must determine whether the project should be funded in the upcoming budget or in a future year, noting that reserve funds cannot be used for every desired project.

Councilmember Orochena clarified that she was not proposing moving forward without funding but wanted Council to agree on a plan, so the project could be considered during the budget process.

Councilmember Bothers added that he has heard support as well as concerns from residents and noted that there are other needs that must also be addressed in the budget.

Mayor Easterling also noted that potential impacts related to House Bill 1116 and project cost estimates remain unknown.

Councilmember Gutierrez expressed support for adding a playscape at Depot Park and thanked those who provided a packet of public comments supporting the project (see **Exhibit B**).

City Manager Dr. Drobney reviewed the submitted comments and noted that projects of this nature require careful financial planning, design, and engineering. He explained that Depot Park was designed by previous Councils with the intention of serving as an entertainment-focused space and that the original playground was intended to be temporary. He also noted the City's continued investment in parks, including the development of a new park on Cherokee Street. Dr. Drobney stated that the project could be considered as part of the Fiscal Year 2027 budget process, beginning with preliminary cost estimates for design and engineering. He also noted that park expansion funding may be available through the upcoming SPLOST program.

Following discussion, Council agreed to submit the proposed playscape as a supplemental request for consideration in the Fiscal Year 2027 budget.

## **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.

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

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

7:08 p.m. Recess to Executive Session

Mayor, City Council, City Manager, Assistant City Manager, Economic Development Director, City Clerk, Deputy City Clerk and City Attorney attended Executive Session.

7:25 p.m. Reconvene to Open Session

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

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

## **22. Adjourn**

Mayor Easterling adjourned the meeting at 7:26 p.m. The regular meeting will be held on Monday, March 16, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

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Lea Alvarez, City Clerk

**DRAFT**

# February 2026 Crime Statistics



Group A Crimes	Feb 2026	Feb 2025	YTD 2026	YTD 2025
AGGRAVATED ASSAULT	5 (+2)	3	11 (+3)	8
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	0 (+0)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	2 (+0)	2	6 (-2)	8
DRUG/NARCOTICS OFFENSES	42 (+15)	27	77 (+19)	58
EMBEZZLEMENT	0 (-1)	1	0 (-1)	1
EXTORTION	0 (-3)	3	0 (-3)	3
FORGERY	1 (+1)	0	1 (-2)	3
FRAUD OFFENSES	20 (+6)	14	37 (+7)	30
HOMICIDE OFFENSES	0 (+0)	0	0 (+0)	0
INTIMIDATION	9 (-2)	11	16 (-9)	25
KIDNAPPING	1 (+0)	1	2 (+0)	2
LARCENY/ THEFT OFFENSES	9 (-6)	15	18 (-12)	30
MOTOR VEHICLE THEFT	1 (-1)	2	2 (-4)	6
PORNOGRAPHY/OBSCENE MATERIAL	0 (+0)	0	0 (+0)	0
ROBBERY	0 (-2)	2	1 (-1)	2
SEX OFFENSES	3 (+2)	1	6 (+2)	4
SIMPLE ASSAULT	6 (-6)	12	23 (-2)	25
STOLEN PROPERTY OFFENSES	2 (+0)	2	5 (+0)	5
VANDALISM	3 (+1)	2	6 (-3)	9
WEAPONS LAW VIOLATIONS	6 (+0)	6	10 (+0)	10
<b>Totals</b>	<b>110</b>	<b>104</b>	<b>221</b>	<b>229</b>

	Feb 2026	Feb 2025	YTD 2026	YTD 2025
Dispatched Calls for Service	601 (-89)	690	1,294 (-91)	1,385
Self-Initiated Activity	1,574 (+366)	1,208	3,161 (+605)	2,556
Traffic Citations	741 (+159)	582	1,553 (+411)	1,142
Traffic Warnings*	656 (-16)	672	1,444 (-10)	1,454
Arrests**	76 (-9)	85	162 (-9)	171

	Feb 2026	Feb 2025	YTD 2026	YTD 2025
Auto Accidents	78 (-17)	95	176 (-6)	182
Accident w/ Injury	5 (-8)	13	12 (-18)	30
Hit and Run	18 (+3)	15	29 (+5)	24
Hit and Run w/ Injury	1 (+0)	1	1 (-1)	2
Person Hit by Auto w/ Injury	1 (+0)	1	1 (+0)	1

\* Warnings do not include verbal warnings

\*\* Arrests do not include juvenile arrests

**Comments from Petition Submissions:**

The Depot Park area has been lacking a draw for young children since the old playground was demolished. This would give us reason to consider downtown Kennesaw more of a destination. Families need an active area for kids rather than just dining establishments.

If you look at neighboring Woodstock, you can clearly see the positive impact that family-focused parks and gathering spaces have had on their downtown area. Those spaces have become a hub for families, bringing people together while also supporting local businesses and community events. Kennesaw has the opportunity to create something similar that would benefit residents and visitors alike.

With the new Reformation and growth coming to downtown, adding a natural playscape would be an incredible addition for families. It would encourage more people to walk, gather, and spend time in the heart of our city. Investing in spaces designed for children sends a strong message that our community values families, connection, and a vibrant downtown that everyone can enjoy.

The children need more nature play areas!

Our family enjoys the implementation in Woodstock. It provides a unique experience for our children I would like to see closer to home (Kennesaw).

We love visiting downtown Kennesaw, but it needs a “third place” for young families to hang out for longer periods of time. Downtown Woodstock has a really nice natural playscape that we like going to.

I don't walk to depot park unless there is an event but If there were a park I would be more inclined to walk to the park with my children . I love the idea of walking to grab some food or ice cream and have somewhere to entertain my children on a nice day.

Would be a great addition to the community and downtown area

Local city of Kennesaw resident with a 1.5 year old son that would greatly benefit from this playground

As a mother to a toddler boy I think Kennesaw would thrive off of nature-based playscapes. It would bring in more families and bring more business to the downtown area. I love my town and want to see it thrive!

We need a natural playground!

As a family of two young children we are always looking for family friendly and especially nature centered activities. We know many families in the area and would like to have more places to meet and socialize. Spending time outside is our favorite activity. For Kennesaw it would mean to offer its residents and visitors something different and unique.

Seeing improvements and ways to have more people come out and interact with the downtown area is always a good thing and should be supported.

# DRAFT

This project is a no-brainer! It's an investment into the heart and future of our city and communities; the kids that will create adventures and memories on this playscape will one day be adults whose children will then go on to build similar memories as they once did. Talk about generational connection!

A natural playscape would be a major addition to the growing area of Kennesaw. With the downtown already trying to host events throughout the year for kids it only makes sense to have a permanent fixture that feels wild and natural as the town continues to build and develop. Creating a space unique from the typical playgrounds would make it a travel destination as we travel for playgrounds like this. It would be beneficial to the businesses around depot park not only on the weekend, but during the week!

Natural play space will be great for kids! Another fun place to take the kids for some nice physical activity in a beautiful location.

The kids need something like this 

Have littles who'd love another play area!

I have a toddler who would love this. There are so many young families in Kennesaw. We really need more family friendly options.

We need more of this in downtown! We lost a great amenity when they took down the playground.

Need more kid friendly spaces in Kennesaw

I believe would be a wonderful addition to enhance depot park for kids

This is simply a great idea!!!!

Excellent idea

Have kids would love a playground there

I have young children who would thrive with something like this. I love how downtown Woodstock has a nature based playground and would love to have one in Kennesaw for my children.

I am an early childhood educator and mom of children in Kennesaw. Nature play is 1000 percent necessary

DRAFT

Play and outdoor time is essential. Safe places for families to spend time outside and for children to play are important. It will be a positive addition to the downtown space.

An area like this would inspire children to explore and care for nature, while giving them a safe place to grow and learn.

My daughter greatly benefited from outdoor wilderness play camps as a youngster and I truly believe in this digital age that we should continue to provide opportunities for children to be outdoors and play in nature, especially for at critical growth and development periods in early childhood.

It would be a welcome and unique addition to that area. A great way to get kids outside and moving around in nature.

Would love to bring my kids here

We really miss the playground that used to be in the location of depot park.

We need more natural spaces for kids to explore and be creative!

Need more places where kids can be kids!

With a bustling community our children need a space to freely explore their surroundings safely, without limitations or expectations on how to play. Naturescapes are a great way for the city to build back a safe play area for kids that live and visit the depot.

Would be such a great place for families with children

**DRAFT**

We need something suitable for littles, like toddlers and a little older. Swift is so overwhelming when I bring both of my kids, I'm chasing them the entire time and it'd be nice to have a smaller natural (non-chemical) playscape for them and a chance for me to chill while watching them!

This would be an excellent way to add a positive attraction to the park.

I believe this will be a wonderful opportunity for local children to experience and learn to appreciate nature!

Kids need outdoor space to play and explore

6 grandchildren within walking distance of

I have small kids, and spending time in nature is important to us.

We live in Kennesaw with 3 small children. We love nature playgrounds and think it's time for Kennesaw to invest in one.

Nature based play areas are amazing for child development. I have a child with special needs that absolutely loves these types of play areas

We need more protected nature areas for our community!

I have children that would use this weekly. We specifically look for nature based activities.

Kids need as much outside/nature time as possible. Have 2 grandkids that would love this. Have taught Pre K for almost 30 years and know how much something like this is needed for kids today.

I see a lot of value in having a dedicated nature based play and exploratory area for families in the heart of our downtown community.

I grew up in Kennesaw, beginning around the age of 7. I moved away for school, got married, had children. And God's path has brought me back to Kennesaw with my littles. Though the city has some exciting things that were not around about 30 years ago, it would be amazing to have a nature based playground. It's something all ages and genders can enjoy, and allows for connection within the community, which is great for new(er) neighbors like ourselves. Please consider this unique experience!!

Resident and parent looking to be more involved in the community  
I'm a kid and we need a place to play.

I believe this will be a much needed addition to our downtown. Kids need a play to play in this area that gets them outside, away from screens, and interacting with nature.

I currently teach at the KMCA preschool off Ben King Rd and have my son at Depot Park after school downtown quite a bit. We would love to have this safe space to play!

I want my kid to be able to play in a nature park close to home in down town kennesaw

Because all children should have a space for creative play in nature.  
This is such an important addition for families!

I'm a mom of 3 - 8 and younger. I'm a PreK teacher. I've lived in our city for over ten years now. Our family loves it here. We were sad to see the playground at Depot Park go for the amphitheater and while we respect it now being here, it would be wonderful for the kids in our area to have a fun nature escape. It's beautiful to see how kids develop when they have outdoor play and how big their imaginations can get when they have the right space and play tools to use to make their imaginations come to life.

I have two young children and live within walking distance of Depot Park. I was upset when the playground was not replaced as had been mentioned. It was a selling point for our home when we bought it. This would encourage us to be in downtown more often!

Grandchildren!

# DRAFT

As a mom I would love more natural, outdoor places for my daughter to play & explore. Our parks & playgrounds are amazing, but watching a child play in nature taps into a different part of their imagination. This would be a great addition to our city!!

Grandkids need this park

My kiddo would love a outdoor place spot near our home

I worked in a child development lab school and had a small but natural playground put in and it was awesome to watch the children play! Unfortunately, budget cuts hut the college and we were closed 😞

I have a 4 year old girl and 1 year old boy and would love to use this space for them. It's important for our children to have outdoor free play space.

Nature is everything!

This would be an amazing addition to our community!

Great location for outdoor play. There are some similar features (slides built into hills) and mounds at parks in downtown Woodstock and in Canton. These are some of our family's favorites and they also look terrific as a landscape feature compared to other plastic play areas.

Outdoor play, especially in a natural playscape setting, is so beneficial for development. I would love to see this in my community.

Nature and playgrounds are a perfect match! It's proven that being outside is SO beneficial for our mental and physical wellbeing, so creating an inviting space for the community to play is amazing! I can imagine the new friendships formed, creativity sparked, trepidations overcome, and community connections made at the nature park. I think it is essential to provide safe spaces for children to play, and having it in Depot park puts it in the heart of our community. Build it and Kennesaw will come!

I fully support natural play spaces for children and believe this area is a \*great\* location to include one!

It is extremely important and beneficial for children to spend time outdoors, learning and exploring through play. It supports brain development, pre-academic and social-emotional learning. As an educator and parent, I love this!

We miss there being a play area in downtown Kennesaw!

I have a child who would benefit from this!

Children only benefit from exploration and nature spaces. A well kept space like this in Depot Park would benefit the communities children for decades to come and set it apart from others that lack such a beneficial feature.

I have 2 children that would love a space to climb and play when we go downtown after getting pizza and ice cream on our weekend nights out as a family  
Would love to see downtown kennesaw more kid friendly!!

Raising young kids in Kennesaw!

Children thrive in nature! This world needs more beautiful things!

I have 2 young children who love to play outside! It's so important that children get to play in nature and learn about our world.

This is a wonderful supportive way for the community to provide children with screen free, outdoor activities.

The best place for learning is outside in the sunshine and fresh air!! Discovering the beautiful world we live in!!

This would be a terrific idea to have an all inclusive space for families that promotes togetherness, learning and fun outdoors.

Kennesaw needs a playground downtown!  
It's good for children.

I absolutely want this and will utilize for my children!

Such a great idea!  
Children need safe outdoor spaces to play, be creative and just be kids!

Children need this kind of play space!

Children would benefit so much from a nature playground!!

As the owner of. Nature inspired preschool, I understand the importance of getting kids outside! Open play in a natural setting is so important to all aspects of development. I believe kids need more places to explore in nature. So many kids are exposed to electronics and not enough nature. This would be a beautiful and natural space to add to the Kennesaw area.

Nature play is fundamental for children and a safe space for exploration provides this access!

I support people getting in touch with nature

I have 2 young children and we would absolutely visit downtown more often if there was a nature-based playscape. We would love to support the local businesses in conjunction with our visits as well!

Outdoor play is essential for children's development, and having an easily accessible, nature-based play space in downtown Kennesaw would be a huge benefit to families wanting to frequent and support small local businesses downtown.

I love nature play and learning for kids. So much learning happens out in nature. Definitely would send my kids if there was a nature school or hangout there for day time play while homeschooling.

Would love more hands-on get your feet dirty kind of activities for my Littles!

There is no better method of learning for children than in the outdoors! As a Kennesaw native (30+ years) now raising our babies in the same place, this would be amazing to have as an addition to a much loved park.

A great place for kids to play

My kids would love this!

Great for community

My family has a townhouse next to depot park. A play structure would be amazing.

Playing outside is wonderful activity for kids and adults. Having a safe space to do this in would be great. I have a 3 year old grandson and I'm looking forward to bringing him!

Would love for my children to experience a beautiful play space like this in the town where I was raised.

I have two kids and I've seen the demand for something like this whenever I go downtown and see all of the young families. The downtown renovations have been great, in my opinion, but I do miss the old playground.

My toddler would love this

More natural play for our area

As a parent of a 5 year old who loves living in the Kennesaw community, this addition would only add to the family friendly environment that downtown Kennesaw is known for.

The playground that was in downtown was taken away and when we go eat and walk downtown now there is nothing for the kids to play on other than the stage and some benches. They would love this!!

All children would benefit from this! Especially my three kids they love getting dirty  
Investing in our children is an investment for the future! We want to nurture creative citizens, and facilitating family friendly environments will only further improve our community  
It would be amazing for the kids in the area now and in the future.

We love walking the shops and eating in this downtown area, but we really miss having a playground for the kids! A nature based one would look great, and be the perfect place for the kids to play while I drink a coffee from the local shop!

We NEED spaces like these!

DRAFT

As a parent of a 3 and 5 year old- this was absolutely transcend the downtown area. We love depot park but we miss the play area. A nature park would be the perfect addition for this currently beautiful space. I think it would attract other young families to the area as well. Please consider this!

Nature based play is crucial for children! This would be a game changer to have in our community!!! I support it times a million!!!!

We homeschool and prioritize unstructured, nature based play daily! We would love to see this come to fruition.

Kids need to be outside more!!!

Kids learn through play and exploring their environment! An area like this would be so welcome in a time when too many kids are inside on devices and don't have a place to explore outside.

Nature is the best play space

I live near downtown kennesaw and would love to see more kid friendly activities My children love frequenting the train museum and Frozen Cow. We were sad when the playground was removed, but have also enjoyed the work put into the depot park. A natural play scape would be an amazing addition. We would have many more family days in the downtown area if this idea is implemented!

I have a 3 year old who would love to have a place to play in downtown kennesaw. Having green spaces for our children to play in are vital, and much more important than blank green lawn. The benefits of playing outdoors and meeting other members of our community are vital to the health and wellbeing of our children, and will only benefit the growth of Kennesaw.

These types of playgrounds are so important for children & their growth I have young children and think it will be a wonderful space for all kids to learn and play!

It's the right thing to do. Our kids need a safe natural playground. Our students already disassociate with nature. It's up to us to help them to understand the importance of our natural resources. This is an opportunity to serve the next generations.

My young kids would love something like this! Nature play is so important for growing minds.

Fantastic initiative to get kids engaged with nature opposed to their ipads!!

Children need a safe, structural way to play in downtown. The previous playground in Depot Park was constantly utilized. If we want families to congregate in downtown, we need to provide the amenities not only for adults, but children, to create the vibrant community we all desire.

As someone who doesn't have the backyard that I want for my kids, having a park with a play Space like this essentially in my backyard would be huge! It would be a huge reason for me to stay living in the area and we would be there every week. This is exactly the kind of childhood that I want my kids to have.

I have two small children and would love more places to take my children in the area.

I am a huge supporter of nature based play! It enhances child development in so many ways.

Nowadays, children are so attached to their iPads, video games, televisions, etc. They need to be given opportunities to play outside. As an educator at Dunwoody Nature Center and a science teacher at Haygood Preschool, I try and give my students ample opportunities to play outside and connect with nature. If Depot Park provides a nature based play area, they would be giving ample opportunities for children in the Kennesaw area to play and connect with nature

I have 2 tweens who love to play outside. It's been very disheartening to not have a playspace in downtown Kennesaw anymore. We utilized the previous playground many times while my kids were small. A new playground is a must.

As a mother that enjoys frequenting shops and services in DT Kennesaw, I think a natural play space is one of the only things missing from this wonderful new downtown area. I bring my children to run around and play in the green and on the stage, but we can spend so much more of our day in the area if there was a play space to keep them busy longer and then go visit the ice cream shop or The Artful Rabbit or go have lunch. The natural space will be absolutely perfect for kids of all ages.

Children need to be outside, enjoying the wonders nature has to offer. A safe, family centered area is perfect for that. This area would provide that, and encourage more people to come to Kennesaw, leading to more opportunities for local businesses to thrive. What a wonderful space that would be for children and their families! We need more nature, all of us. Please make this a reality 🙏

Advocate for kids getting out and thriving in nature. Less screen time, more green time!  
I believe in nature play!

I was sad they took it down - I have small kids.

My grandchild resides in Kennesaw and I would love to see a nature play space for us to access.

Children grow and develop best with natural, organic spaces.

My own children (now 10 and 14) have benefited so much from outdoor, nature-based play.

Having a central and public place for children to explore and play in nature would be an excellent addition to the community.

Outdoor nature school was the single most distinctive factor for my child's health, growth and wellbeing when she was younger. She learned and grew so much of what is missing in our youth these days. There are less and less spaces that are just safe nature zones for body movement and exploration— especially with the obsession of screens to pacify children. A natural play space encourages humans of all ages to enjoy the outdoors, movement, playfulness, etc. it is not the same as a playground at all and would be perfect in this spot. Keep children moving, balancing, playing! Not sitting behind screens!

Having spaces for families and people to gather among businesses is so important. I've read it referred to as in between spaces. They foster community and human connection, which is something we desperately need more of.

I would love to have a nature play space for my son! We love to hang out in downtown Kennesaw but have to go elsewhere for a playground. We frequently go all the way to downtown Woodstock to have a playground in close proximity to other downtown entertainment/restaurants/breweries. We would love to have this so close to home!!

The Depot Park lacks appropriate play space for kids and a natural way to incorporate it would be beneficial for hands-on experiences

My kids love playing outside and would love having something like this to do! They enjoy these kind of play areas more than a typical playground

The little playground was fantastic and I was bummed when it got removed when the amphitheater went in. Let the little frolic!!!

I believe playing in and exploring nature is a fundamental need for kids - especially in this digital world they're forced to grow up in.

I live in Kennesaw with my husband and two kids, and we would love to have an opportunity for our family to utilize a natural playscape. While we love the improvements that have been made to downtown Kennesaw, my kids miss the playground that was removed to make room

for the amphitheater. Also, their grandparents live in Woodstock, which has a more natural playscape, and that is by far their favorite playground around.

Mother of 2 small children and we would enjoy the depot so much more with a natural space designed for their play

We love visiting downtown Kennesaw and walking around the park but it would be so much better if there was a playground for my child to play at.

Children/grandchildren need their own playground to channel their energy & while parents/grandparents are close by and/or watching a show/performance..

Our family misses the playground that used to exist at depot park! It was so convenient to have right across from the train museum.

Would love this for our community.

More beneficial for children than conventional playgrounds. Encourages families to go to the town center and spend more time there.

As a Kennesaw resident with three children, I feel Kennesaw could do a lot more to support the inclusion of our children in the community. Thank you for your consideration!

We come here all the time and would love a nature playscape to make more family memories here!

There needs to be a playground for kids while we use the downtown spaces in Kennesaw.

The amphitheater is not sufficient to support families.

I have children and long for a way to connect with other families outdoors.

We have littles and would love a park for them

There aren't enough playgrounds in Kennesaw. Swift Cantrell is too large for some people.

And it would be nice to be able to just show up to Depot Park and enjoy it without having to pack sports balls, bubbles, chalk, etc.

I see many children playing in front of the amphitheater, so I believe a play scape will be welcome.

I live 5 minutes walking distance from Depot Park and have a three-year-old who loves to run and play outside. I used to walk with him there when he was an infant, but now that he's up and running, I've had to run after him multiple times to keep him away from oncoming cars on Cherokee Street. So now I've stopped taking him there because there is no area with boundaries to keep him safe. I'd love for that to change.

I have 3 children under 10yrs old and we live downtown. We use depot park weekly. A playground would be a great addition

Perfect for kids

The lack of a play area walkable to local downtown businesses is a huge loss for the city and causes families to visit other neighboring towns that do feature spaces for children in their downtown area. The original plans for depot park actually did include grass mounds, a train cart, interactive art, interactive fountains, bocce ball, and even a "train park playground" but unfortunately none of this seems to have made the cut.

Keeping politicians accountable, and restoration to what depot had prior to the amphitheater.

As a mother of 3 that lives downtown

Mom of 2 kids that love downtown Kennesaw and exploring nature that would absolutely put this to use!

it would be great for the community

Resident of Kennesaw with grandchildren who visit frequently...

Will add value to all homes & businesses in Kennesaw...

We need the return of a playground to the center of downtown

Future kids

I have kids and live near Depot Park.

I have a young child who love to play outside in nature. She lives the nature playground in Woodstock and would love to have one closer to home. It would be a welcome addition to our downtown.

I have so many friends with children who live nearby and would love a park like this! Play is so important and natural playground have been shown to support imagination, curiosity, problem-solving thinking, and more!

We need a play area within downtown!

Children need safe nature based play. It will support community cohesion.

We claim to be a "Family Centered" community. Our children need a play space in the downtown center. The Nature Playscape is a perfect way to fill this need.

There is no reason not to! It would be all around beneficial for the community and our children.

Kids need dirt and not microplastics!

I believe nature playgrounds support healthy child development and offer a unique opportunity for childhood play to flourish.

**Instagram: 141 likes, 59 shares ,18.4K views**

Poll Results – 57 votes in support

Comments:

- That would be Awesome
- I absolutely love this!!
- Signed and shared!
- Nature play is so important!!!
- This is such a great idea! Its so important for all children to experience and learn to appreciate nature! Thank you for having this vision! I have voted and shared!
- Support it 100%
- Perfect!
- Absolutely! Done!
- This would be amazing for your community! Thank you for spotlighting this!
- Signed and shared! Thank you so much!
- Oh I love thi! We were so sad when the playground was removed, so having an area for play that is also nature-based!!! Perfection!!
- Thank you for continuing to be a voice for our community! This would be incredible for our downtown!
- Signed!!!
- Depot Park used to have a playground before the aphitheater was installed. We were sad to see it go. The possibility of a nature based play scape seems really cool! As a mom and preK teacher and almost 11 years resident of the city, I fully support this.
- I would be there every single week
- Signed and shared
- Signed – thank you!!! Let’s keep advocating
- This makes me weepy. I wish I could have kept her in outdoor nature school through 12<sup>th</sup> grade. I absolutely love you and what you did for our babies. I will always advocate for outdoor nature play! Signing and sharing right now!!!

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**Facebook** – 104 like, 37 shares

Comments:

- It's a great idea. Keep in mind kids with special needs
- Much needed!!! Especially since they decided to just rip out the old playground and replace it with NOTHING for children. If Kennesaw wants to be like downtown Woodstock (which was mentioned as part of the goal with the big downtown changes) then this would be a great way to go.
- That would be amazing! Signed!
- I love that this is a possibility!! Creative free play outside – hooray!
- Signed!
- I love this!! Commented and signed!
- This is the best idea!
- Looks like the petition is full but we would like to sign
- Supported and shared! Appreciate you supporting our communities and our kids!!
- It says the petition is full! I fully support this!
- Signed Would love for Kennesaw to do something that would actually benefit the community.
- Yessssssss making the area more friendly for families downtown Kennesaw would be amazing
- Awesome! I signed it too!
- Yes! I so hope this goes through! I'll pass this on.
- Signed
- Signed and shared
- Love it! Thanks for advocating for this!
- Done!
- This is fantastic. I hope they follow through! I signed the petition.
- Great Idea! I'm all in!!
- Done!
- Signed and shared!
- Done!
- Signed!
- Signed!
- I love this idea!
- Done!!

State of Georgia  
County of Cobb

**AFFIDAVIT**

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 9<sup>th</sup> day of March, 2026.

2.

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

3.

The subject matter of the closed meeting or closed portion of the meeting held on the 9<sup>th</sup> day of March, 2026 which was closed for the purpose(s) of land as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

4.

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

This the 9<sup>th</sup> day of March, 2026.

[Signature]  
Mayor/Presiding Officer

[Signature]  
Councilmember

[Signature]  
Councilmember

MD  
Councilmember

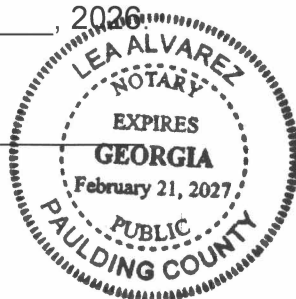
[Signature]  
Councilmember

ag  
Councilmember

Sworn to and subscribed before me this the

9<sup>th</sup> day of March, 2026

[Signature]  
Notary Public



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

**PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR**

City Council Work Session

3/9/2026

Public Comment Sign-in

	Name	Address	Topic
1	Christa Thomas	2839 Cherokee St.	Nature Playground
2	Kimberly Watkins	2975 N Main St NW	Nature Playground
3	Palma Rhoader	3725 Valley Rd	11
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DRAFT



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Lea Alvarez, City Clerk  
**DATE:** April 6, 2026  
**TITLE:** **Minutes: March 9, 2026 Executive Session**  
Approval of the March 9, 2026 City Council executive session minutes.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. 03-09 Executive Session Affidavit

**AFFIDAVIT**

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

This the 9<sup>th</sup> day of March, 2026.

[Signature]  
Mayor/Presiding Officer

[Signature]  
Councilmember

[Signature]  
Councilmember

MD  
Councilmember

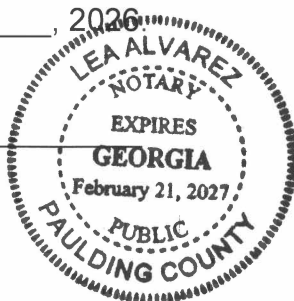
[Signature]  
Councilmember

ag  
Councilmember

Sworn to and subscribed before me this the

9<sup>th</sup> day of March, 2026.

[Signature]  
Notary Public





## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:**  
**DATE:** April 6, 2026  
**TITLE:** **Minutes: March 16, 2026 Regular Meeting**  
Approval of the March 16, 2026 City Council regular meeting minutes.

---

**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. 2026-03-16 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/](http://www.kennesaw-ga.gov/publicmeetings/)  
March 16, 2026  
6:30 PM**

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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  
Assistant City Manager Marty Hughes  
City Attorney Sam Hensley, Jr.

**1. Invocation**

Mayor Derek 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.

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

No comments.

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

**7. Old Business**

**8. New Business**

**9. Committee and Board Reports**

**10. Public Hearing(s)**

- A. **Ordinance: Rezoning Request for 1600 Old 41 Hwy & 0 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 and 0 Old 41 Hwy (parcel #20021200130 & 2002120156). Case #RZ2026-01

Planning and Zoning Director Chanelle Campbell presented a rezoning request from Walton Communities, LLC for properties at 1600 Old 41 Highway and 0 Old 41 Highway. The request proposes rezoning approximately 11.44 acres from General Commercial and RM-12 (Multiple-Family) to RM-16 (Multiple-Family) to allow for a multifamily residential development.

The applicant's proposal included 182 units. However, based on UDC Section 1.09.02, the maximum allowable number of units under the requested zoning would differ significantly. As a result, the applicant has requested additional discussions with staff to review and revise the proposal.

Mayor Easterling noted that no postponement date had been provided. Ms. Campbell explained that after meeting with staff and determining a revised plan, the applicant will resubmit or return to the Mayor and Council. She also noted that any significant changes to the application will require review by the Planning Commission.

Motion by Councilmember Viars to defer an ordinance authorizing a rezoning request submitted by Walton Communities, LLC for the properties located at 1600 Old 41 Highway and 0 Old 41 Highway, as presented. Seconded by Councilmember Gutierrez-Leon.

6:33 p.m. Floor Open for Public Comments

No comments.

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

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

- B. **Zoning Variance: 1600 Old 41 Hwy & 0 Old 41 Hwy**  
Consideration for approval of a variance application for the properties located at 1600 Old 41 Hwy and 0 Old 41 Hwy (parcel #20021200130 & 2002120156) as submitted by Walton Communities, LLC. Case #ZV2026-01

Ms. Campbell presented a variance application for the properties located at 1600 Old 41 Highway and 0 Old 41 Highway, submitted by Walton Communities, LLC. Because this request is being considered concurrently with the rezoning application, which has been deferred, the variance application will also be deferred.

Motion by Councilmember Orochena to defer the variance application for the properties

located at 1600 Old 41 Highway and 0 Old 41 Highway as submitted by Walton Communities, LLC, as presented. Seconded by Councilmember Bothers.

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

No comments.

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

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

**C. Ordinance: Rezoning Request for 6095 Pine Mountain Road**

Consideration for approval of an ordinance authorizing a rezoning request submitted by Cedar Creek Professional Office Association, Inc for the property located at 6095 Pine Mountain Rd (parcel #20014001470). Case #RZ2026-03

Ms. Campbell presented an ordinance for a rezoning request submitted by Cedar Creek Professional Office Association, Inc. for the property at 6095 Pine Mountain Road.

She noted that, in the previous month, the Mayor and Council approved a separate rezoning application from DRB Group Georgia for the development of a townhome subdivision on the property, with a condition requiring two access points.

At the March 4, 2026, Planning Commission meeting, the applicant for Cedar Creek Professional Office Association, Inc. requested to withdraw their application. The Planning Commission unanimously approved the withdrawal.

Motion by Councilmember Viars to accept the withdrawal of an ordinance authorizing a rezoning request submitted by Cedar Creek Professional Office Association, Inc. for the property located at 6095 Pine Mountain Road, as presented. Seconded by Councilmember Orochena.

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: February 23, 2026 Work Session**

Approval of the February 23, 2026, City Council work session minutes.

**B. Minutes: February 23, 2026 Executive Session**

Approval of the February 23, 2026, City Council executive session minutes.

- C. **Minutes: March 2, 2026 Regular Meeting**  
Approval of the March 2, 2026, City Council regular meeting minutes.
- D. **Resolution: Master Fee Schedule Updates**  
Approval of a Resolution updating various portions of the Master Fee Schedule.

**Resolution No. 2026-18**

- E. **Resolution: Memorandum of Understanding with Kennesaw State University for the assignment of law enforcement officers.**  
Consideration for approval of a Resolution authorizing a Memorandum of Understanding (MOU) between the City of Kennesaw and Kennesaw State University for mutual aid and law enforcement assistance.

**Resolution No. 2026-19**

- F. **Resolution: Agreement with Semotus, Inc. dba Hiplink Software**  
Consideration for approval of a Resolution authorizing the agreement with Hiplink Software for critical communication services.

**Resolution No. 2026-20**

Motion by Councilmember Orochena to approve the Consent Agenda engross.  
Seconded by Councilmember Bothers.

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

**12. General and Administrative**

- A. **Alcohol License: Hooters of Kennesaw 2025 LLC D/B/A Hooters of Kennesaw**

Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Hooters of Kennesaw 2025, LLC D/B/A Hooters of Kennesaw located at 2102 Old 41 Highway NW, Kennesaw, GA, 30144.  
Applicant: Matthew Floyd

Business License Manager Kayla Willis presented a Retail Pouring Alcohol License application for beer, wine, liquor, and Sunday sales for Hooters of Kennesaw 2025, LLC, doing business as Hooters of Kennesaw, located at 2102 Old 41 Highway NW.

The applicant, Matthew Floyd, was present with legal counsel, Lizzie Mahoney of Sard & Leff, LLC. The applicant has completed the required alcohol workshop in accordance with Section 6-69. Required signage has been posted, and the hearing was properly advertised in compliance with Section 6-36. The application and background check are on file, and a certified distance survey confirms the business meets all requirements outlined in Sections 6-42 and 6-43.

Motion by Councilmember Viars to approve a Retail Pouring Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Hooters of Kennesaw 2025, LLC d/b/a Hooters of Kennesaw located at 2102 Old 41 Highway NW, as presented. Seconded by

Councilmember Orochena.

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

### **13. Public Safety**

#### **A. Crime Stats: February 2026**

Consideration for the acceptance of the February 2026 crime statistics.

Chief Bill Westenberger presented the February 2026 crime statistics [See **Exhibit A**].

Motion by Councilmember Gutierrez-Leon to accept the February 2026 crime statistics, as submitted. Seconded by Councilmember Bothers.

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

### **14. Information Technology**

### **15. Public Works and Building Maintenance**

### **16. Recreation and Culture**

### **17. Community Development**

### **18. Public Comment**

This section is for general comment.

6:41 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett shared an interesting connection between Kennesaw and *Star Trek: Voyager* [See **Exhibit B**].

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

### **19. City Manager's Report**

#### **A. Reports, Discussions, and Updates**

Assistant City Manager Marty Hughes reported on severe weather that occurred overnight and thanked Public Works for their prompt efforts in clearing downed trees in the Tara area early that morning. He also noted that the city held a joint SPLOST meeting with the county last week, which was well attended, and announced an upcoming SPLOST meeting scheduled for this Thursday at the Ben Robertson Community Center.

### **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**

## **22. Executive Session**

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

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

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

6:43 p.m. Recess to Executive Session

Mayor, City Council, Assistant City Manager, Economic Development Director, City Clerk, Deputy City Clerk and City Attorney attended Executive Session.

6:52 p.m. Reconvene to Open Session

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

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

## **23. Adjourn**

Mayor Easterling adjourned the meeting at 6:53 p.m. The next work session will be held on Monday, March 30, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

---

Lea Alvarez, City Clerk

# February 2026 Crime Statistics



Group A Crimes	Feb 2026	Feb 2025	YTD 2026	YTD 2025
AGGRAVATED ASSAULT	5 (+2)	3	11 (+3)	8
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	0 (+0)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	2 (+0)	2	6 (-2)	8
DRUG/NARCOTICS OFFENSES	42 (+15)	27	77 (+19)	58
EMBEZZLEMENT	0 (-1)	1	0 (-1)	1
EXTORTION	0 (-3)	3	0 (-3)	3
FORGERY	1 (+1)	0	1 (-2)	3
FRAUD OFFENSES	20 (+6)	14	37 (+7)	30
HOMICIDE OFFENSES	0 (+0)	0	0 (+0)	0
INTIMIDATION	9 (-2)	11	16 (-9)	25
KIDNAPPING	1 (+0)	1	2 (+0)	2
LARCENY/ THEFT OFFENSES	9 (-6)	15	18 (-12)	30
MOTOR VEHICLE THEFT	1 (-1)	2	2 (-4)	6
PORNOGRAPHY/OBSCENE MATERIAL	0 (+0)	0	0 (+0)	0
ROBBERY	0 (-2)	2	1 (-1)	2
SEX OFFENSES	3 (+2)	1	6 (+2)	4
SIMPLE ASSAULT	6 (-6)	12	23 (-2)	25
STOLEN PROPERTY OFFENSES	2 (+0)	2	5 (+0)	5
VANDALISM	3 (+1)	2	6 (-3)	9
WEAPONS LAW VIOLATIONS	6 (+0)	6	10 (+0)	10
<b>Totals</b>	<b>110</b>	<b>104</b>	<b>221</b>	<b>229</b>

	Feb 2026	Feb 2025	YTD 2026	YTD 2025
Dispatched Calls for Service	601 (-89)	690	1,294 (-91)	1,385
Self-Initiated Activity	1,574 (+366)	1,208	3,161 (+605)	2,556
Traffic Citations	741 (+159)	582	1,553 (+411)	1,142
Traffic Warnings*	656 (-16)	672	1,444 (-10)	1,454
Arrests**	76 (-9)	85	162 (-9)	171

	Feb 2026	Feb 2025	YTD 2026	YTD 2025
Auto Accidents	78 (-17)	95	176 (-6)	182
Accident w/ Injury	5 (-8)	13	12 (-18)	30
Hit and Run	18 (+3)	15	29 (+5)	24
Hit and Run w/ Injury	1 (+0)	1	1 (-1)	2
Person Hit by Auto w/ Injury	1 (+0)	1	1 (+0)	1

\* Warnings do not include verbal warnings

\*\* Arrests do not include juvenile arrests

# KENNESAW HISTORY

## Pine Mountain

The Battle of Pine Mountain took place on June 14 and 15, 1864, just two weeks before the Battle of Kennesaw Mountain. Pine Mountain (sometimes called Pine Knob in contemporary accounts) is at the end of Pine Mountain Road, just south of Kennesaw. The battle is best remembered as the site where Confederate General Leonidas Polk was killed by artillery fire.

One of the soldiers at Pine Mountain was a New York officer named Lewis Stegman. He was serving as a colonel, and led his troops as they skirmished the Confederate earthworks near the mountain. Stegman was shot in the thigh, and was forced to resign from the army. Once he healed, he reenlisted, served until the end of the war, and became the sheriff of Kings County, New York. He died in 1923.

So why is he famous? While he was recuperating, Stegman was photographed on crutches. This image was later used in a 1996 episode of *Star Trek: Voyager* to depict Thaddeus Riker, an ancestor of USS *Enterprise* first officer William T. Riker. The fictional Thaddeus Riker was a colonel in the same regiment as Stegman, and was also wounded at Pine Mountain. While many in our area know of Kennesaw's Hollywood part in the *Great Locomotive Chase*, fewer know that we play a small but interesting role in the Star Trek universe.



Lewis R. Stegman

Presented by Andrew J. Bramlett at the March 5, 2026, City of Kennesaw Mayor & Council Meeting

State of Georgia  
County of Cobb

**AFFIDAVIT**

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 16<sup>th</sup> day of March, 2026.

2.

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

3.

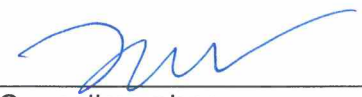
The subject matter of the closed meeting or closed portion of the meeting held on the 16<sup>th</sup> day of March, 2026 which was closed for the purpose(s) of land as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

4.


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

This the 16<sup>th</sup> day of March 2026.

  
\_\_\_\_\_  
Mayor/Presiding Officer

  
\_\_\_\_\_  
Councilmember

  
\_\_\_\_\_  
Councilmember

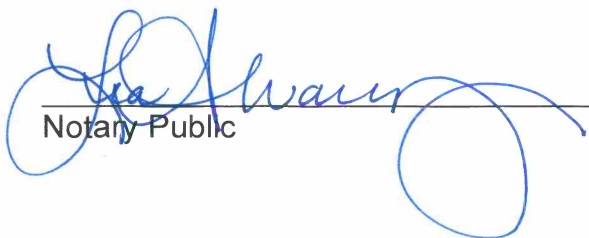
  
\_\_\_\_\_  
Councilmember

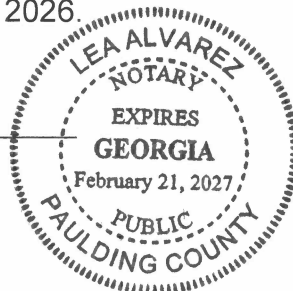
  
\_\_\_\_\_  
Councilmember

  
\_\_\_\_\_  
Councilmember

Sworn to and subscribed before me this the

16<sup>th</sup> day of March, 2026.

  
\_\_\_\_\_  
Notary Public



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

**PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR**

City Council Regular Meeting  
3/16/2026  
Public Comment Sign-in

Name	Address	Topic
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DRAFT



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Lea Alvarez, City Clerk  
**DATE:** April 6, 2026  
**TITLE:** **Minutes: March 16, 2026 Executive Session**  
Approval of the March 16, 2026 City Council executive session minutes.

---

**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. 03-16 Executive Session Affidavit

**AFFIDAVIT**

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 16<sup>th</sup> day of March, 2026.

2.

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

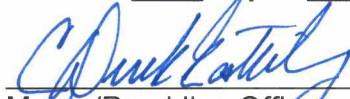
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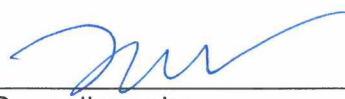
The subject matter of the closed meeting or closed portion of the meeting held on the 16<sup>th</sup> day of March, 2026 which was closed for the purpose(s) of land as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

4.


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

This the 16<sup>th</sup> day of March 2026.

  
\_\_\_\_\_  
Mayor/Presiding Officer

  
\_\_\_\_\_  
Councilmember

  
\_\_\_\_\_  
Councilmember

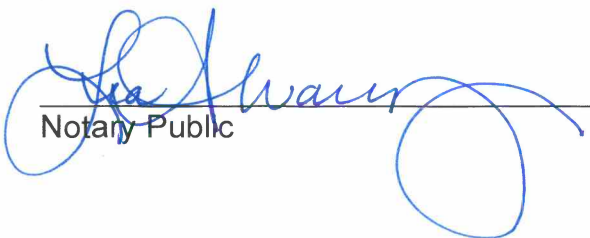
  
\_\_\_\_\_  
Councilmember

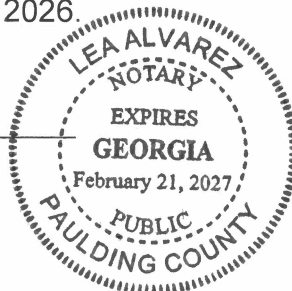
  
\_\_\_\_\_  
Councilmember

  
\_\_\_\_\_  
Councilmember

Sworn to and subscribed before me this the

16<sup>th</sup> day of March, 2026.

  
\_\_\_\_\_  
Notary Public





## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Jennifer Gordy, Finance Director

**DATE:** April 6, 2026

**TITLE:** **Certification of Estimated Rollback Rate for 2026 Notice of Assessment**  
 Certification of the estimated rollback rate for 2026 Notice of Assessment in compliance with HB 581 and HB 92.

---

### Summary:

The estimated roll-back rate is a new concept that became law in 2025. It was created by HB 581 (November 2024) and revised by HB 92 (April 2025). HB 581 created the estimated roll-back rate, designed to provide local governments with more flexibility in accurately previewing that year's millage rate to the property owner on their Notice of Assessment. HB 92 added a deadline by which the estimated roll-back rate must be provided and added a fallback provision if a jurisdiction fails to certify and provide an estimated roll-back rate. Association County Commissioners of Georgia (ACCG) and Georgia Municipal Association (GMA) guidance recommend conservative estimates, considering budget discussions have not occurred, and 2026 Digest numbers have not been provided. Adoption of the millage rate will occur on August 3, 2026.

### Recommendation:

Finance Director recommends certifying the current adopted M&O millage rate of 7.75 to provide our taxpayers with the most accurate Notice of Assessment. The estimated rollback rate does not apply to the Bond Millage rate.

### Fiscal Impact:

### Attachments:

1. Estimated\_Rollback\_Rate\_Best\_Practices

---

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION**

**Estimated Roll-Back Rate Guidance and Best Practices**

The estimated roll-back rate is a new concept that became law in 2025. It was created by [HB 581 \(2024\)](#) and revised by [HB 92 \(2025\)](#). Under prior law, a property owner's annual notice of assessment (NOA) automatically included the previous year's millage rate for each authority and an estimated tax liability based on that rate. HB 581 created the estimated roll-back rate, designed to provide local governments with more flexibility in accurately previewing that year's millage rate to the property owner on their NOA. HB 92 added deadline by which the estimated roll-back rate must be provided and added a fallback provision if a jurisdiction fails to certify and provide an estimated roll-back rate.

**Guidance in Providing the Estimated Roll-Back Rate**

Under HB 581 and HB 92, local governments are provided two options concerning the information that appears on property owner's NOA:

Option 1: A local government may certify an estimated roll-back rate to be included on the NOA. The estimated rollback rate is defined as "the current year's estimated millage rate for general maintenance and operations minus the millage equivalent of the total net assessed value added by reassessments." The levying or recommending authority must certify this rate by a formal vote and provide the rate to the county board of assessors and tax commissioner no less than 15 days prior to the postmark on the annual NOA. If the estimated roll-back rate is certified by the deadline, then the NOA for that taxing jurisdiction will show the current year's value, value of exemptions, net taxable value after exemptions have been applied, and the estimated roll-back rate. The NOA will **not** include the estimate of taxes owed.

Option 2: If a local government fails to certify and provide an estimated roll-back rate by the deadline, then the NOA for that specific jurisdiction will state the previous year's millage rate and provide an estimate of taxes owed based upon the property's current assessed value and the prior year's millage, which is similar to how NOA's were prepared prior to HB 581.

**Practical Considerations and Best Practices for the Estimated Roll-Back Rate**

**Procedure and Timeline to Certify the Estimated Roll-Back Rate**

O.C.G.A. § 48-5-306.2 provides "Each levying or recommending authority shall annually calculate its estimated roll-back rate for the current year and shall certify such rate to the county board of tax assessors and the county tax commissioner no less than 15 days prior to the postmark of the annual notice of assessment."

Although 'certify' in this instance is not a defined term in statute, 'levying authority' refers to the county board of commissioners (BOC) and the city council; 'recommending authority' refers to the school board. It is recommended that staff members of these bodies do not make an independent decision for their local government, and neither does the chairman. The decision to certify the estimated roll-back rate must be made via a vote of the entire board or city council; the only exception is in the case of a sole commissioner.

For jurisdictions that have submitted an estimated roll-back rate via the chairman or a staff member (such as the CFO), it is strongly encouraged to ratify that decision via a formal vote in a public meeting. It may be necessary to advertise and hold a special-called meeting of your elected body to certify the estimated roll-back rate to meet the deadline. If your jurisdiction has not yet submitted an estimated roll-back rate and wishes to do so, you are encouraged to communicate with your chief appraiser and BOA and hold a vote in a public meeting before the deadline 15 days prior to the postmark of the NOA.

#### Calculating the Estimated Roll-Back Rate

For guidance on setting an estimated roll-back rate, it is recommended to contact the county chief appraiser to obtain the most current preliminary data on how the digest may change in your community. Once the values have been updated and the NOA document mailed, the values may only be lowered upon appeal, never raised.

Accordingly, you may wish to be conservative when calculating your estimated roll-back rate and take into consideration current budget discussions and early estimates of reassessment growth which can change before you set your actual millage rate later in the year. Please keep in mind that if you do decide to certify an estimated roll-back rate and you later set a millage rate higher than the estimated roll-back rate published on the NOA, there will be a disclaimer added to the tax bill stating "the name of the governing authority that exceeded the estimated roll-back rate and that this will result in an increase of taxes owed." Please keep in mind that the estimated roll-back rate applies only to the general fund M&O (maintenance and operations) rate and not any special service district millage levies or other levies.

#### Estimated Roll-Back Compared to Taxpayer Bill of Rights Rollback

Note that the estimated roll-back rate is a new concept that became law in 2025 and is completely separate and distinct from the actual roll-back rate calculation you are already used to on the PT 32.1 form when submitting your tax digest; if you exceed your actual roll-back rate, you will still have to advertise this as a tax increase and hold the three advertised public meetings. This means that depending on your estimated roll-back rate, actual roll-back rate, and final adopted millage rate, it is possible to have no advertised tax increase and no disclaimer on the tax bill, have either of them, or have both in any given year.



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Bill Westenberger, Chief of Police  
**DATE:** April 6, 2026  
**TITLE:** **Surplus: Zebra RW420 Printers**  
 Approval to sell surplus ZebraRW420 Printers on GovDeals.

---

**Summary:**

The Kennesaw Police Department has twenty-nine (29) Zebra RW420 mobile printers, including associated mounting brackets and connection cables, that are no longer in operational use. These devices were previously utilized for mobile printing applications but have since been phased out as part of a technology upgrade to newer equipment. As a result, the printers are no longer required to support current agency operations.

**Recommendation:**

The Chief of Police recommends approval.

**Fiscal Impact:**

**Attachments:**

None



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Ricky Stewart, Public Works Director  
**DATE:** April 6, 2026  
**TITLE:** **Surplus: Public Works Vehicles and Equipment**  
 Approval to sell or dispose of surplus City vehicles and equipment.

---

**Summary:** With Council's approval to purchase new vehicles, the City now has surplus vehicles that need to be disposed of. Staff will attempt to sell the surplus items in the open market. However, if no bids are received, then the items will be sold as scrap metal. The surplus items are as follows:

Year	Make / Model	VIN Number / Serial Number	Department
2008	GMC Yukon	1GKFC16068J213592	Public Works
2015	Ford Explorer	1FM5K8B88FGB61189	Building Services
2010	Ford Escape	1FMCUOC77AKB76202	Public Works
2001	Ford F-250	1FTNF2OL21EA96423	Public Works

**Recommendation:**

The Public Works Director recommends declaring the vehicles as surplus.

**Fiscal Impact:**

**Attachments:**

None



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Ricky Stewart, Public Works Director  
**DATE:** April 6, 2026  
**TITLE:** **Resolution: Guardrail Installation at Baker Road**  
Consideration for approval of a Resolution approving the proposal from Gracie Gray Contractors, Inc. for a guardrail installation along Baker Road.

---

**Summary:**

Public Works has identified an area along Baker Road that requires the need for guardrail protection. Because they are a State Contract vendor, Gracie Gray Contractors, Inc. was contacted to provide an estimate to perform the work. Their proposal is for the sum of \$27,092.13.

**Recommendation:**

The Public Works Director recommends approval of the proposal.

**Fiscal Impact:**

100-4200-52-125000-00000 Other Professional Services

**Attachments:**

1. RES 2026 - Baker Road Guardrail
2. Baker Road Guardrail Proposal

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2026-\_\_**

**RESOLUTION TO APPROVE PROPOSAL TO GRACIE GRAY CONTRACTORS, INC  
FOR GUARDRAIL INSTALLATION**

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

**WHEREAS**, Public Works identified an area on Baker Road that requires guardrail; and

**WHEREAS**, Gracie Gray Contractors, Inc has the ability to install guardrail; and

**WHEREAS**, Gracie Gray Contractors, Inc is a vendor on Georgia's state contracts; and

**WHEREAS**, Public Works has received a proposal from Gracie Gray Contractors, Inc for the work needed.

**BE IT RESOLVED** the Kennesaw City Council authorizes the Mayor to approve and sign the proposal for the amount of \$27,092.13.

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

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_\_ day of April, 2026.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

# GRACIE GRAY

CONTRACTORS, INC.

FENCING — GUARDRAILS — BARRIERS

PO Box 5282  
Canton, GA. 30114

678-493-8128  
matt@graciegrayinc.com

## Estimate

Date	Estimate #
3/2/2026	3328

Name/Address
CITY OF KENNESAW 2529 J.O. STEPHENSON AVE KENNESAW, GA 30144

Ship To
CITY OF KENNESAW BAKER RD KENNESAW, GA

Project Name	Project #

Item	Description	Qty	U/M	Rate	Total
150-1000	TRAFFIC CONTROL	1.0	LS	2,500.00	2,500.00
151-1000	MOBILIZATION	1.0	LS	1,500.00	1,500.00
641-1100	GUARDRAIL TP T	262.5		47.65002	12,508.13
641-4509	GUARDRAIL POST, 9FT	32.0	EA	132.00	4,224.00
641-5001-T	GUARDRAIL ANCHORAGE, TP 1, T-BEAM, COMPLETE	1.0		2,385.00	2,385.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY ABSORBING	1.0		3,975.00	3,975.00

<b>Total</b>	<b>\$27,092.13</b>
--------------	--------------------

- ALL ESTIMATES ARE TO BE CONSIDERED NULL AND VOID IF THE ATTACHED TERMS AND CONDITIONS ARE NOT INCLUDED AS PART OF THE CONTRACT/ SUBCONTRACT. GGC T&C WILL BE SENT AS A SEPERATE ATTACHMENT ACCOMPANYING THE ESTIMATE.

- Prices subject to change if GGC is not awarded the complete job quoted
- All metal posts are to be installed by mechanical force
- All utility conflicts are to be resolved by the prime contractor
- Does not include any earthwork, grading, grassing, or concrete work unless noted above
- Does not include any coring, drilling, patching or sealing unless noted above
- Does not include bond. Bond may be included for an additional fee
- Does not include traffic control unless noted above
- Does not include removal of any kind unless noted above

Signature \_\_\_\_\_



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Bill McNair, Parks & Recreation Director

**DATE:** April 6, 2026

**TITLE:** **Resolution: Reallocation of Impact Fees to Kennesaw Station Park Expansion**  
 Consideration for approval of a Resolution authorizing the reallocation of surplus Impact Fees from the Adams Park baseball field lighting project to the Kennesaw Station Park Expansion project.

---

### Summary:

The estimated cost to install new playground equipment and complete the expansion at Kennesaw Station Park is approximately \$125,000. Currently, \$70,000 in Impact Fees is allocated for this playground project, along with \$20,000 contributed by the developers of the Ross Pointe subdivision. This results in \$90,000 of available funds and leaves approximately a \$35,000 shortfall to complete the project as planned.

The Adams Park baseball field lighting project came in under budget, leaving approximately an \$80,000 surplus in Impact Fees. Staff requests \$35,000 of those surplus funds be reallocated to allow the contractor to properly complete the playground expansion at Kennesaw Station Park. The remaining surplus is to remain in the Impact Fees fund.

### Recommendation:

Staff recommends approval.

### Fiscal Impact:

Impact Fees: 276-4225-54-145000-00000

### Attachments:

1. RES 2026 - Impact Fees Re-Allocation Kennesaw Station Park
2. Kennesaw Station - Rev.6 - Updated Quote
3. Kennesaw Station - Rev.4 - Package

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2026-\_\_**

**RESOLUTION TO APPROVE THE RE-ALLOCATION OF IMPACT FEES TO  
KENNESAW STATION PARK EXPANSION PROJECT.**

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

**WHEREAS**, Mayor and Council approved \$320,000 of Impact Fees to be spent on the Adams Park baseball field lights project as part of the fiscal-year 2026 budget; and

**WHEREAS**, the total cost for the Adams Park project came in approximately \$80,000 under the estimated budget; and

**WHEREAS**, the Kennesaw Station Park Expansion estimate is approximately \$35,000 over the available allotted funds; and

**WHEREAS**, City staff recommends the use of the surplus Impact Fees to supplement the Kennesaw Station Park Expansion budget to properly grade the playground area and expand the park.

**NOW, THEREFORE, BE IT RESOLVED** the Kennesaw City Council authorizes the re-allocation of \$35,000 of Impact Fees to the Kennesaw Station Park Expansion Project.

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_ day of April, 2026.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

# QUOTE

105938-01-08 • 03/24/2026



A PLAYCORE Company

## Kennesaw Station - Rev.6

**Customer:**  
 Kennesaw Parks & Recreation Department  
 3506 Lee Ct, Kennesaw, GA 30144  
 Kennesaw, GA 30144  
 United States  
**Ship to Zip: 30144**

**Prepared for:**  
 Bill McNair  
 bmcnair@kennesaw-ga.gov

**Prepared by:**  
 GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

Quantity	Part #	Description	Unit Price	Amount
<p>~~~~~</p> <ul style="list-style-type: none"> <li>• <b>Customer responsible for -</b></li> <li>◦ Providing access to site</li> <li>◦ Providing site plan</li> <li>◦ Marking all private underground utility locates</li> </ul>				
1	INSTALL	<b>5-Star Plus - Removal and Disposal of Existing Equipment and Wooden Borders</b> <ul style="list-style-type: none"> <li>• Remove Border</li> <li>◦ Labor to remove/dispose:                             <ul style="list-style-type: none"> <li>▪ Existing wooden border</li> <li>▪ (1) Play Structure</li> </ul> </li> <li>• Dumpster</li> <li>◦ Disposal/Haul Fees</li> </ul>	\$5,600.00	\$5,600.00
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	RDU	GameTime - 2-5 PrimeTime System	\$28,470.00	\$28,470.00
1	Replace	<b>DRP Promo - DRP Replacement Playground Promotion</b> Discount offer valid until <del>June 30, 2025</del> June 30, 2026 See terms and conditions at <a href="http://www.playdrp.com/replace">www.playdrp.com/replace</a>	(\$14,235.00)	(\$14,235.00)
1	RDU	GameTime - T-Swing Frame w/ Seats	\$3,317.00	\$3,317.00
1	6256	GameTime - Sensory Dome - Medium	\$14,684.00	\$14,684.00
1	6280I	GameTime - Fox Spring Rider	\$1,459.00	\$1,459.00
1	6278I	GameTime - Bunny Spring Rider	\$1,459.00	\$1,459.00
1	6376	GameTime - Duo Spinner	\$2,751.00	\$2,751.00
1	5371	GameTime - Mini Orchard Climber	\$10,211.00	\$10,211.00
1	6223	GameTime - Merry Musical	\$7,157.00	\$7,157.00
1	RDU	GameTime - Panel Wall	\$4,041.00	\$4,041.00
1	28009	GT-Site - 6' P/S Bench W/Back Inground	\$1,061.00	\$1,061.00
1	28024	GT-Site - Receptacle W/Dome Top Inground	\$1,832.00	\$1,832.00
61	4850	GameTime - 8" Playcurb Pkg	\$87.94	\$5,364.34

# QUOTE

105938-01-08 • 03/24/2026



A PLAYCORE Company

1	4854	<b>GameTime - Accessible Playcurb</b>	\$597.00	\$597.00
1	INSTALL	<b>5-Star Plus - Five Star Plus Playground Installation Services</b> <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$27,700.00	\$27,700.00
3180	Loose-6	<b>GT-Impax - Loose Fill Rubber Surfacing</b> <i>6" Compacted Depth - ASTM Compliant</i>	\$7.00	\$22,260.00
3180	SR	<b>5-Star Plus - Spreading of Shredded Rubber</b> <i>Shredded Rubber will be delivered by large truck and dumped in staging area. (possibly even arrive in large super sacks, each weighing about a ton). Installer will use bob-cat or similar to move shredded rubber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$0.78	\$2,480.40

Sub Total	\$126,300.82
Discount	(\$10,802.50)
Freight	\$7,027.51
<b>Grand Total</b>	<b>\$122,525.83</b>

Prepared by: **Veronica Salles | Project Manager**

☎ 800-432-0162 ext. 100 ✉ [veronica.salles@gametime.com](mailto:veronica.salles@gametime.com)

**All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.**

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Orders from **governmental agencies, school districts, municipalities, and other public entities** may be accepted with a purchase order, signed quotation, or written authorization. Payment terms are Net 30 unless otherwise stated. Deposit requirements may apply for **custom or made-to-order products**, including Landmark Designs items.

When installation is included as a **turn-key project**, payment for installation-related work is due **upon completion and acceptance of the work**, unless otherwise stated. For larger or extended projects, **progress invoices may be issued** based on work completed or materials delivered to the site. GameTime reserves the right to invoice for **materials manufactured, shipped, or received on site**.

Installation Terms: Installation, when included, is performed by an **independent, certified installer** and is based on **standard installation conditions**. Installation assumes suitable soil, normal excavation conditions, proper sub-base, and unrestricted site access. The following are **excluded unless expressly stated**: drainage design or correction; soil remediation or import/export; rock, roots, debris, or concealed conditions; dewatering; erosion control; sod replacement; landscaping; irrigation repair; and site restoration. If unsuitable soil, drainage issues, high water table, or concealed conditions are encountered, **additional costs may apply**. The owner is responsible for site readiness, utility marking, site access, and protection of the work area before, during, and after installation.

# QUOTE

105938-01-08 • 03/24/2026



A PLAYCORE Company

## Billing Information

## Shipping Information

📄 (bill to): \_\_\_\_\_

📄 (ship to): \_\_\_\_\_

🏠 (address): \_\_\_\_\_

🏠 (address): \_\_\_\_\_

👤 (contact): \_\_\_\_\_

👤 (contact): \_\_\_\_\_

📞 (phone): \_\_\_\_\_

📞 (phone): \_\_\_\_\_

✉️ (email): \_\_\_\_\_

✉️ (email): \_\_\_\_\_

Sales Tax Exemption Certificate Number # : \_\_\_\_\_ Please provide a verifiable certificate

**Quote Validity** : Pricing is firm for 60 days from the date of quotation unless otherwise stated.

**Pricing Basis** : Quotes are based on shipment of all items at one time to a single destination unless noted. Changes to scope, quantities, delivery conditions, or site requirements may result in price adjustments.

**Exclusions** : This quotation excludes off-loading and unloading of materials; lift-gate service; storage of materials prior to installation; site security; acceptance of deliveries; removal of existing equipment; site work; landscaping; drainage; utility relocation; fencing; signage; lighting; and any work not expressly described or included on this proposal.

**Shipping Terms** : All equipment ships F.O.B. factory unless stated. Title and risk of loss transfer in accordance with standard shipping terms.

**Taxes** : Sales, use, and similar taxes are not included unless expressly stated. Applicable taxes will be added at time of invoicing unless a valid tax-exempt certificate is provided prior to order entry.

**Production & Shipment** : Manufacturing, fabrication, and shipment will not begin until all required approvals and deposits are received.

### Acceptance of quotation:

Accepted By (name): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Purchase Amount: **\$122,525.83**



7/10/25

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



A PLAYCORE Company

www.gametime.com



www.playdrp.com



Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

7/10/25  
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



www.gametime.com



www.playdrp.com



Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 7/10/25

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 7/10/25

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

7/10/25  
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



A PLAYCORE Company  
www.gametime.com



www.playdrp.com  
Page 66 of 366



Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 7/10/25

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 7/10/23

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



Playpalette: Discovery  
Uprights: Azure  
Plastics: Periwinkle

7/10/25  
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

# Kennesaw Station ~ Revision 4

## Kennesaw, GA



A PLAYCORE Company

www.gametime.com



www.playdrp.com

NOT TO SCALE  
 CONEPTUAL DRAWING ONLY



ISO 9001  
 ISO 14001  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

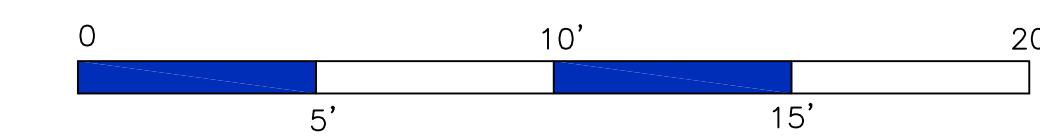
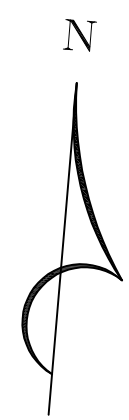
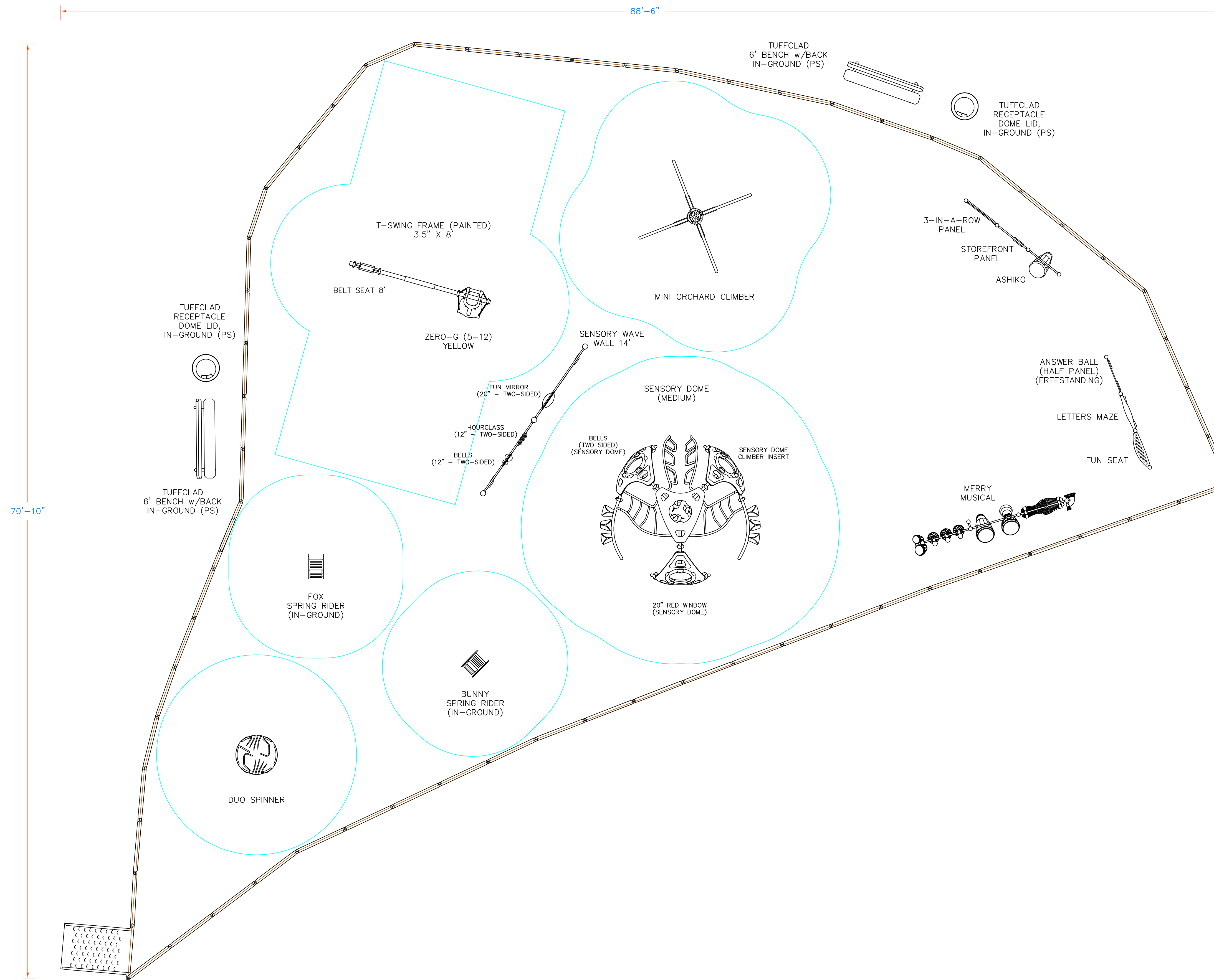
Minimum Area Required:	See Drawing
------------------------	-------------

This play equipment is recommended for children ages 2-12	DRAWING NO.: 1
	DATE: 07/14/2025
	DRAWN BY: Veronica S.

PROJECT TITLE:	Kennesaw Parks and Rec Kennesaw Station - Rev.4 Kennesaw, GA
REPRESENTATIVE:	DRP

SHEET NO: 1

**NOT TO SCALE**  
**CONCEPTUAL DRAWING ONLY**



ISO 9001  
 ISO 14001  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Minimum Area Required:  
 See Drawing

This play equipment is recommended for children ages 2-12

DRAWING NO.: 1

DATE: 07/14/2025

PROJECT TITLE:  
 Kennesaw Parks and Rec  
 Kennesaw Station - Rev.4  
 Kennesaw, GA

REPRESENTATIVE:  
 DRP  
 DRAWN BY:  
 Veronica S.

SHEET NO:

1



GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

07/14/2025  
 Quote #  
 105938-01-05

## Kennesaw Station Swings - Rev.4

Kennesaw Parks & Recreation Department  
 Attn: Britt McGill  
 3506 Lee Ct, Kennesaw, GA 30144  
 Kennesaw, GA 30144  
 United States  
 Phone: 404-392-0917  
[bmcgill@kennesaw-ga.gov](mailto:bmcgill@kennesaw-ga.gov)

Ship to Zip 30144

Quantity	Part #	Description	Unit Price	Amount
~~~~~				
		<ul style="list-style-type: none"> <li>• <b>Customer responsible for -</b> <ul style="list-style-type: none"> <li>◦ Providing access to site</li> <li>◦ Providing site plan</li> <li>◦ Marking all private underground utility locates</li> </ul> </li> </ul>		
1	INSTALL	5-Star Plus - Removal and Disposal of Existing Wooden Borders- <ul style="list-style-type: none"> <li>• Remove Border               <ul style="list-style-type: none"> <li>◦ Labor to remove/dispose existing wooden border</li> </ul> </li> <li>• Dumpster               <ul style="list-style-type: none"> <li>◦ Disposal/Haul Fees</li> </ul> </li> </ul>	\$2,864.00	\$2,864.00
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	RDU	GameTime - Swing	\$3,317.00	\$3,317.00
1	6280I	GameTime - Fox Spring Rider	\$1,459.00	\$1,459.00
1	6278I	GameTime - Bunny Spring Rider	\$1,459.00	\$1,459.00
1	6376	GameTime - Duo Spinner	\$2,751.00	\$2,751.00
1	RDU	GameTime - Sensory Dome	\$17,993.00	\$17,993.00
1	5371	GameTime - Mini Orchard Climber	\$10,211.00	\$10,211.00
1	RDU	GameTime - Sensory Wave Wall	\$9,946.00	\$9,946.00
1	6223	GameTime - Merry Musical	\$7,157.00	\$7,157.00
1	RDU	GameTime - Panel Wall A	\$6,045.00	\$6,045.00
1	RDU	GameTime - Panel Wall B	\$5,011.00	\$5,011.00
2	28009	GT-Site - 6' P/S Bench W/Back Inground	\$1,061.00	\$2,122.00
2	28024	GT-Site - Receptacle W/Dome Top Inground	\$1,832.00	\$3,664.00
61	4850	GameTime - 8" Playcurb Pkg	\$87.94	\$5,364.34
1	4854	GameTime - Accessible Playcurb	\$597.00	\$597.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$26,000.00	\$26,000.00
3180	Loose-6	GT-Impax - Loose Fill Rubber Surfacing- <i>6" Compacted Depth - ASTM Compliant</i>	\$7.00	\$22,260.00
3180	SR	5-Star Plus - Spreading of Shredded Rubber- <i>Shredded Rubber will be delivered by large truck and dumped in staging area. (possibly even arrive in large super sacks, each weighing about a ton). Installer will use bob-cat or similar to move shredded rubber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$0.78	\$2,480.40



GameTime  
 c/o Dominica Recreation Products, Inc.  
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 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

07/14/2025  
 Quote #  
 105938-01-05

## Kennesaw Station Swings - Rev.4

Quantity	Part #	Description	Unit Price	Amount
			<b>Sub Total</b>	\$130,792.82
			<b>Discount</b>	(\$14,972.54)
			<b>Freight</b>	\$6,113.55
			<b>Total</b>	<b>\$121,933.83</b>

This quote was prepared by Veronica Salles, Project Manager.  
 For questions or to order please call - 800-432-0162 ext. 100 [veronica.salles@gametime.com](mailto:veronica.salles@gametime.com)

**All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.**  
 All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.  
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

**Payment Terms: Governmental Purchase Order.**  
**Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.**  
 Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.  
**Multiple Invoices:** Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.  
 This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.  
 Pricing: Firm for 60 days from date of quotation.  
 Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.  
 Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.  
 Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

**ORDER INFORMATION**

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)



GameTime  
 c/o Dominica Recreation Products, Inc.  
 P.O. Box 520700  
 Longwood, FL 32752-0700  
 800-432-0162 \* 407-331-0101  
 Fax: 407-331-4720  
[www.playdrp.com](http://www.playdrp.com)

07/14/2025  
 Quote #  
 105938-01-05

## Kennesaw Station Swings - Rev.4

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Purchase Amount: **\$121,933.83**



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Chanelle Campbell, Planning and Zoning Director

**DATE:** April 6, 2026

**TITLE:** **Resolution: Professional Planning Services for the City of Kennesaw 2027 Comprehensive Plan**  
 Consideration for approval of a Resolution accepting Inspire Placemaking Collective, Inc's proposal to provide professional planning services for the City of Kennesaw's Comprehensive Plan update.

---

### Summary:

Inspire Placemaking Collective, Inc has submitted a proposal to the City to provide professional planning services for completing the updates to the Comprehensive Plan. The State of Georgia requires all local governments to maintain a current Comprehensive Plan in accordance with the Minimum Planning Standards established by the Georgia Department of Community Affairs (DCA). Inspire Placemaking Collective, Inc has proposed a budget of \$248,896.

### Recommendation:

Planning and Zoning recommends approval.

### Fiscal Impact:

100-7400-52-126000-00000 General Fund

### Attachments:

1. RES 2026 - Inspire Placemaking Collective, Inc Comprehensive Plan Update
2. 2027 Comprehensive Plan Contract\_Inspire Placemaking Collective, Inc
3. Exhibit A - Inspire Placemaking Collective, Inc\_Proposal
4. Exhibit B- Inspire Placemaking Collective, Inc\_Fee Schedule

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2026 - \_\_\_\_**

**RESOLUTION TO APPROVE A PROPOSAL WITH INSPIRE PLACEMAKING  
COLLECTIVE FOR PROFESSIONAL PLANNING SERVICES TO COMPLETE THE  
UPDATES TO THE COMPREHENSIVE PLAN**

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

**WHEREAS**, the State of Georgia enacted the Georgia Planning Act of 1989, which requires each local governments to maintain a current Comprehensive Plan in accordance with the Minimum Planning Standards established by the Georgia Department of Community Affairs (DCA); and

**WHEREAS**, the Comprehensive Plan serves as the City's guiding policy document for land use, housing, transportation, economic development, community facilities, and quality of life initiatives; and

**WHEREAS**, the City seeks to engage a qualified and experienced planning and engineering consultant to provide professional planning services necessary to complete the updates to the City's Comprehensive Plan; and

**WHEREAS**, Inspire Placemaking Collective, Inc has represented to the City that it is qualified and experienced to perform the required services in accordance with the standards of the Georgia Department of Community Affairs (DCA) and has the personnel and resources necessary to complete the work within the required time frame; and

**WHEREAS**, the scope of work, as outlined in Exhibit A, includes preparation of robust public engagement, coordination with regional partners, and analysis of existing conditions to ensure the plan reflects the community's vision and long-term goals; and

**WHEREAS**, Inspire Placemaking Collective, Inc has proposed providing these professional planning and engineering services for a total cost of \$248,896, as detailed in Exhibit B; and

**NOW, THEREFORE, BE IT RESOLVED** the Kennesaw City Council authorizes the Mayor to execute a contract with Inspire Placemaking Collective, Inc for the completion of the updates to the City's Comprehensive Plan as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_ day of April 2026.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

## PROFESSIONAL PLANNING SERVICES AGREEMENT

THIS PROFESSIONAL PLANNING SERVICES AGREEMENT (“Agreement”), made and entered into on this the 6th day of April, 2026 (“Effective Date”), by and between the CITY OF KENNESAW, GEORGIA, a municipal corporation under the laws of the State of Georgia (“City”) and INSPIRE PLACEMAKING COLLECTIVE, INC, a corporation existing under the laws of the State of Georgia (“Consultant”).

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**I. CONTRACT TERM:** This contract shall commence upon execution of contract.

- a. This Agreement shall commence on the Effective Date and terminate automatically upon completion of the Work to be performed by **Consultant** or issuance of the final payment owed to **Consultant**.
- b. **Consultant** shall complete the Work no later than March 26, 2027 (“Completion Date”).

**II. DESCRIPTION OF PROJECT:** City and **Consultant** agree that the Project is as described in Exhibit A, which is attached to and incorporated herein by reference, and entitled the "Scope of Work," City and **Consultant** recognize that, during the course of performing the services under this Agreement, the Project may need to be reduced, expanded, or otherwise modified.

**III. SCOPE OF CONSULTING SERVICES:** Copies of the Consultant's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") are attached hereto (Exhibit A and Exhibit B) and are specifically incorporated herein by reference. **Consultant** agrees to perform those services described in Exhibit A. In the event of a conflict between the City's contract documents and the Bid Proposal, the City's contract documents shall control.

- A. Change of Scope of Consulting Services. If the scope of the Project is changed resulting in **Consultant's** cost of performing any part of its obligations under this Agreement, the parties agree to renegotiate the compensation subject to approval of the Mayor and Council of the City. No additional services shall be performed until written authorization is received from **City**. Nothing in this

subparagraph shall excuse **Consultant** from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

**IV. SCOPE OF CITY SUPPORT:** City agrees to provide the following:

- A. All criteria and full information as to **City's** requirements for the Project.
- B. Available information and data pertinent to the Project.
- C. Timely reviews of work product.
- D. **City** shall appoint a **City's** representative with respect to work to be performed under this Agreement. Said **City's** representative shall have complete authority to transmit instructions, receive information, and interpret and define **City's** policies. **Consultant** shall be entitled to rely on representations made by said **City's** representative unless otherwise directed in writing by **City**.

**V. COMPENSATION:**

As full compensation for the performance of this Contract, the **City** shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed **\$ 248,896**. The fees for the work to be performed under this Contract shall be charged to the **City** in accordance with the rate schedule referenced in the Bid Proposal (Exhibit B). The **City** agrees to pay the Consultant following receipt by the **City** of a detailed invoice, reflecting the actual work performed by the **Consultant**.

**VI. RESPONSIBILITY OF CONSULTANT:**

- A. Professional Services. **Consultant** is employed to render professional services only, and any payments made to **Consultant** are compensation solely for such services rendered and recommendations made in carrying out the Work. **Consultant** shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. **Consultant** shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time **Consultant's** Services are rendered. No review of **Consultant's** professional work product, including, but not limited to any plans and specifications, by any of **City's** employees or agents shall relieve **Consultant** of any responsibility with respect to such professional work product.

**VII. INDEMNIFICATION:**

- A. To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless **City**, and its elected officials, officers, directors, partners, employees, from and against third party claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the **Consultant**'s performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of **Consultant**, any subcontractor, or any individual or entity directly or indirectly employed by **Consultant** or subcontractor to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against **City** or any of its elected officials, officers, directors, partners, employees, or agents by any employee (or the survivor or personal representative of such employee) of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by **Consultant** or subcontractor to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A of this Article VII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Consultant** or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

**VIII. SUBCONTRACTS:** **Consultant** shall be entitled, to the extent determined appropriate by **Consultant**, to subcontract any portion of the Work to be performed under this Agreement. **Consultant** shall be responsible for all work products and actions of all subcontractors. Before employing or retaining any such subcontractor, **Consultant** shall inform **City** in writing of its decision to employ or otherwise retain any subcontractor and shall obtain **City**'s written approval of such decision.

**IX. SUSPENSION OF WORK:** **City** may suspend, in writing, all or a portion of the Work. **Consultant** may request that the Work be suspended by notifying **City**, in writing, of circumstances that are interfering with the normal progress of work.

**Consultant** may suspend work on Project in the event **City** does not pay any invoice when due. The time for completion of the work shall be extended by the number of days work is suspended. If any period of suspension exceeds 90 days, the parties are granted the option to terminate work on the suspended portion of Project in accordance with Article X.

- X. TERMINATION OF WORK:** **City** or **Consultant** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing fifteen (15) calendar days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, **Consultant** shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or unfinished documents, maps, studies, work papers and reports prepared by **Consultant** under this Agreement shall be the sole property of **City**. The time spent on such additional work shall not exceed five percent (5%) of the time expended on Project prior to the effective date of termination. **Consultant** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.

**XI. CONFLICT OF INTEREST:**

- A. **Consultant** certifies that, to the best of its knowledge, no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no official or employee of **City**, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of **Consultant** or its subcontractors and that no person associated with **Consultant** or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
- B. Should **Consultant** become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, **Consultant** shall immediately notify **City**. If **City** determines that a conflict of interest exists, **City** may require that **Consultant** take action to remedy the conflict of interest or terminate the Agreement without liability. **City** shall have the right to recover any fees paid for services rendered by **Consultant** which were performed while a conflict of interest existed if **Consultant** had knowledge of the conflict of interest and did not notify **City** within one week of becoming aware of the existence of the conflict of interest.
- C. **Consultant** warrants that **Consultant** and **Consultant's** subcontractor(s) have not

employed or retained any company or person other than a bona fide employee, working solely for **Consultant** or its subcontractor(s) to solicit or secure this Agreement and that **Consultant** and **Consultant's** subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **Consultant** or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, **City** shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

## XII. OWNERSHIP OF DOCUMENTS:

- A. Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder, subject to full payment for all services performed, belong to and remain the property of **City**. **Consultant** may retain reproducible copies of such documents. **City** hereby releases **Consultant** from all damages, claims, and losses arising out of any use of such original documents by **City** other than for information and reference in connection with the use, operating and occupancy of the Project by **City** and others. **City** further agrees that **City** will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by **City** or a wholesale customer of **City**. Nothing stated herein shall prevent **Consultant** from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of **City** is disclosed to such other client or any other party.
- B. **Consultant** agrees that any electronic documents provided to the **Consultant** by the **City** for the **Consultant's** use on the Project belong to and remain the property of the **City**. The **Consultant** will not disseminate any such documents to third parties without the **City's** written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The **City** takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the **Consultant** is implied.

- XIII. CONSULTANT TO COOPERATE:** If **City** undertakes or awards other contracts for additional related work, **Consultant** shall fully cooperate with such other consultants or other independent contractors of **City** and the **City's** employees, and carefully fit its own work to such additional work as may be directed by **City**. **Consultant** shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of **City** or any employee of **City**.
- XIV. FEDERAL LAW REQUIREMENTS:** In addition to the provisions in the Article VIII, **Consultant** agrees to use competitive procedures and to follow the applicable Federal regulations in 2 C.F.R. Part 200.318 through 200.326 in employing or retaining any subcontractor to perform Work under this Agreement. **Consultant** also agrees to comply with the applicable provisions in 2 C.F.R. Part 200.318 through 200.326 as to accounting and financial requirements, records maintenance and administration of contracts. **Consultant** further agrees to comply with the Disadvantaged Business Enterprise requirements contained in 49 C.F.R. Part 26.
- XV. PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM:** **Consultant** shall participate in the federal work authorization program throughout the contract period, as provided in OCGA 13-10-91. **Consultant** shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Such forms are attached hereto and incorporated herein as Exhibit A.
- XVI. AUDITS AND INSPECTORS:**
- A. At any time during normal business hours and as often as **City** may deem necessary, the **Consultant** shall make available to **City** and/or employees and representatives of **City** for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **City** and/or employees and representatives of **City** to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating

to all matters covered by this Agreement. **City's** right to audit and inspect **Consultant's** records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

- B. **Consultant** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **City** or any reviewing agencies, and **Consultant** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

**XVII. INDEPENDENT CONTRACTOR:** **Consultant** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to establish **Consultant** or any of its employees as the agent, employee, or representative of **City**, except that the Scope of Consulting Services described in Exhibit A may include having employees of **Consultant** serve as a representative of **City** during the Project.

**XVIII. ASSIGNMENT:** This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **City** or **Consultant** without prior written consent of the other.

**XIX. INTEGRATION:** This Agreement represents the entire understanding of **City** and **Consultant** as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in a writing signed by both parties.

**XX. JURISDICTION:** This Agreement shall be administered and interpreted under the laws of the State of Georgia. Any dispute, claim, or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Cobb County, Georgia, which shall serve as the proper venue and jurisdiction for such matters. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.

**XXI. NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

**City**

City of Kennesaw  
 Attention: City Manager  
 2529 J.O. Stephenson Avenue  
 Kennesaw, GA 30144

**Consultant**

Inspire Placemaking Collective, Inc  
 Attention: Elena, Oertel, Project Manager  
 817 W. Peachtree Street NW, Suite A-145,  
 Atlanta, GA 30308

**XXII. CAPTIONS:** All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

**XXIII. REFERENCES:** All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

**XXIV. INTERPRETATION:** Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

**XXV. EXHIBITS:** The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

[SIGNATURES CONTINUED TO NEXT PAGE]

City:

CITY OF KENNESAW

DEREK EASTERLING

By (Typed Name)

MAYOR

Title

Signature

[SEAL]

Attest:

LEA ALVAREZ

CITY CLERK

Consultant:

Inspire Placemaking Collective, Inc

George Kramer

By (Typed Name)

President

Title

Signature

[SEAL]

Attest:



Erik A. Bredfeldt

Erik Bredfeldt

Atlanta Office Lead

**City of**  
**KENNESAW**

**Georgia**

**Inspire Placemaking Collective, Inc.**  
**February 20, 2026 3:00 P.M.**

**Request for Professional Service**  
**Comprehensive Plan Updates**



# Cover

# LETTER

## **Re: Request for Professional Service Comprehensive Plan Updates**

February 20, 2026  
City of Kennesaw, GA  
Nicholas Simpson  
Deputy City Clark  
2529 J.O Stephenson Avenue  
Kennesaw, GA 30144

## Dear members of the selection committee,

Kennesaw has an incredible opportunity to further its unique identity through the update of its comprehensive plan. The City's desirable location, robust recreational opportunities, numerous community events, employment opportunities, and charming downtown contribute to Kennesaw's small-town charm and high quality of life. A public engagement-focused initiative is crucial to understand the vision of the residents as the City continues to grow and redevelop. Inspire will use a tailored, in-depth process to engage the public while crafting an update to the Comprehensive Plan that will meet state statutes. Our team will help develop a vision for the future which balances expected growth with Kennesaw's community character. Our goal is to listen and learn from the people of Kennesaw and tell their story in a compelling and actionable way.

**Inspire Placemaking Collective, Inc. (Inspire)** was founded in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions which operated for more than 20 years. With a team of over 44 planners, designers, and other professionals that possess more than 400 years of collective experience, Inspire offers a traditional city planning practice, with a depth and breadth that is unique within today's marketplace.

Our practice focuses on comprehensive planning, land development code updates, form-based codes, design guidelines, community redevelopment, economic development, historic preservation, and small area studies. We have assisted numerous cities and counties with the preparation of streamlined, user-friendly land use plans, comprehensive plans, land development regulations, form-based codes, design standards, and technical manuals. Our current and previous clients range from rural counties to fast-growing urban communities.

Placemaking, a design perspective that recognizes the relationship between transportation, private development, and civic spaces is the foundation of all our work. We think beyond project site boundaries and plan for the people and experiences of the larger place and community. **Inspire is committed to creating great places, safe streets, and thriving communities.**

Thank you for this opportunity to present our qualifications for your consideration. We hope to have the opportunity to expand upon our ideas and experience through the interview process.

Sincerely,  
Inspire Placemaking Collective, Inc.



Elena Oertel, AICP  
Project Manager  
Inspire Placemaking Collective, Inc.  
817 W. Peachtree Street NW, Suite A-145,  
Atlanta, GA 30308  
336.684.7758  
eoertel@inspireplacemaking.com



George Kramer, AICP  
Authorized Representative  
Inspire Placemaking Collective, Inc.  
4767 New Broad Street,  
Orlando, FL 32814  
407.202.8387  
gkramer@inspireplacemaking.com



## **Kennesaw, GA**

is a welcoming city known for its strong sense of community, family-friendly neighborhoods, and abundant outdoor recreation, including the popular trails and green spaces around Kennesaw Mountain.

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# 001



# TEAM ORGANIZATION



# FIRM PROFILE



*Inspire partners with local governments to create great places, safe streets, and thriving communities.*

For cities and counties focused on results — protecting community character, enhancing quality of life, and fostering high-wage jobs —Inspire offers a different approach to consulting. Building a team of the best and brightest and fostering long-term partnerships with local governments is about more than winning the next contract. This unique model provides a foundation for transformational change. Focusing on people and communities, Inspire has built a shared work ethos that is mission-driven, interdisciplinary, and focused on implementation.

Long-range visioning and planning provides cities and counties with a clear direction for the future. It starts with a thorough analysis of quantitative data, by experienced specialists utilizing information from trusted sources. Numbers must be supplemented by community input gathered through a robust, inclusive and transparent engagement process. The final deliverable should be a community plan, not a technical paper. Concise language complemented by clear and compelling visuals are a hallmark of Inspire’s work.

## Mission-driven

Serving the public interest is paramount.

## Interdisciplinary

Extensive collaboration across disciplines leads to holistic solutions.

## Focused on Implementation

Bold ideas and compelling designs must be tested for workability and strategically positioned for approval and funding.

**69**

**Comprehensive  
Planning  
Projects**

**72**

**Land  
Development  
Code Projects**

**55**

**Redevelopment  
Projects**

**09**

**Development  
Review  
Projects**



## The primary contacts for this project are:

**George Kramer, AICP**  
Authorized Representative  
407.202.8387  
[gkramer@inspireplacemaking.com](mailto:gkramer@inspireplacemaking.com)

**Elena Oertel, A**  
Project Manager  
336.684.7758  
[eoertel@inspireplacemaking.com](mailto:eoertel@inspireplacemaking.com)

Inspire Placemaking Collective, Inc. is a corporation that has been providing similar services for over 27 years under different names (S&ME, Inc., Littlejohn, Land Design Innovations), and over three years under the current business name. The offices where most of the work will be performed are located at:

- 817 W. Peachtree Street NW, Suite A-145, Atlanta, GA 30308 (Local)
- 4767 New Broad Street, Orlando, FL 32814 (Headquarters)

# MEET THE TEAM

## Organizational Chart



**Elena Oertel**  
**AICP**  
*Project Manager*

Elena is an urban planner who integrates analytical thinking into every stage of the planning process, supporting comprehensive planning, economic development, sustainable urban design, trail planning, grant applications, and community engagement. By leveraging spatial analyses and market analytics, she delivers data-driven insights that help clients make informed decisions to foster vibrant, thriving communities.



**Erik Bredfeldt**  
**AICP, PhD.**  
*Deputy Project Manager  
& Atlanta Office Lead*



**Sarah Sinatra**  
**AICP, CZO**  
*Principal-in-Charge*



**Nakesichea Smith**  
**AICP**  
*Senior Reviewer*

## Planning | Engagement

- Pat Tyjkesi, AICP
- Chris Dougherty, AICP
- David Henning, AICP
- Jay McLeod, AICP
- Jessica Hays, AICP
- Jeremy Griffith, AICP
- Erin Anderson, AICP Candidate
- Julia Clark, AICP Candidate
- Alex Kozela

## Graphic Design | Urban Design

- Addie Sherman
- Soobin An
- Jeel Patel



# ELENA OERTEL

## Project Manager

Elena is an urban planner who integrates analytical thinking into every stage of the planning process, supporting comprehensive planning, economic development, sustainable urban design, trail planning, grant applications, and community engagement. By leveraging spatial analyses/market analytics, she delivers data-driven insights to foster vibrant, thriving communities.

AICP #370035

### Education

- Master of City & Regional Planning, Georgia Institute of Technology
- Bachelor of Sustainability Science, Furman University

### Skills

- Spatial Analysis
- GIS Mapping
- Comprehensive Planning
- Economic Development
- Sustainable Urban Design
- Trail Planning
- Grant Applications
- Community Engagement

### Software

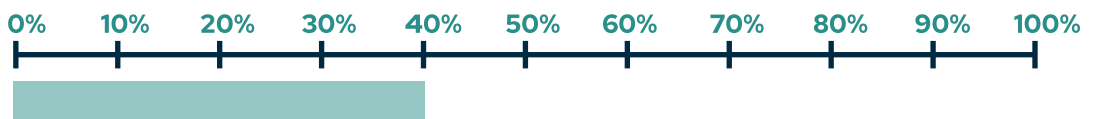
- Microsoft Office
- Adobe Creative Suite
- Power BI
- Bluebeam
- Tableau
- SketchUp
- Lumion

### Memberships

- American Planning Association (APA)
- Emerging Planners of Georgia (EPG)

### Availability

Elena Oertel  
(40% Availability)



## Experience

### Strategic Plan Development

Deputy Project Manager | Watkinsville, GA

- Led the planning and execution of a two-day design charrette, coordinating three stakeholder workshops and a public open house, along with all associated outreach and engagement materials
- Conducted analysis of downtown existing conditions, real estate market dynamics, and key physical and economic assets
- Contributed to implementation strategies focused on activating the downtown core, attracting businesses, identifying funding opportunities, and fostering public-private partnerships

### Comprehensive Plan

Land Use Planner | Stonecrest, GA

- Developed the existing conditions sections for demographic, economic, housing, land use, and transportation trends, including the development of supporting graphics and maps to illustrate key findings

### Comprehensive Plan

Land Use Planner | Clayton County, GA

- Developed the existing conditions sections for demographic, economic, housing, land use, and transportation trends, including the development of supporting graphics and maps to illustrate key findings
- Analyzed real estate inventory and trends to identify potential areas of retail re-investment for the County

### Comprehensive Plan

Land Use Planner | Riverdale, GA

- Developed the existing conditions sections for demographic, economic, housing, land use, and transportation trends, including the development of supporting graphics and maps to illustrate key findings

### Comprehensive Plan

Land Use Planner | Peachtree Corners, GA

- Led the existing conditions section for demographic, economic, housing, land use, and transportation trends, including the development of supporting graphics and maps to illustrate key findings

### Old National Highway Livable Centers Initiative (LCI)

Land Use Planner | South Fulton, GA

- Developed the existing conditions sections for demographic, economic, housing, land use, and transportation trends, including the development of supporting graphics and maps to illustrate key findings.

### 2030 Strategic Plan Update

Land Use Planner | Decatur, GA

- Updated the demographic and economic data to reflect 2020 trends

### Downtown Comprehensive Plan Update

Land Use Planner | Powder Springs, GA

- Led the GIS tax base zoning analysis
- Updated the demographic and economic data from the 2017 plan to reflect 2021 trends

### 2030 Comprehensive Plan

Land Use Planner | Braselton, GA

- Updated the demographic and economic data to reflect 2020 trends



# ERIK BREFELDT

## Deputy Project Manager

Erik has experience in administrative and project management, with a focus on community planning and economic development. Activities include urban planning/development services, community/economic development, and project management through an internal/external partnership philosophy emphasizing the balance between community and markets. **AICP #011971**

### Education

- Doctor of Philosophy in Urban & Regional Planning, University of Florida
- Master of Arts in Urban & Regional Planning, University of Florida
- Bachelor of Arts in Economics, Muhlenberg College

### Skills

- Project Management
- Facilitative Approach
- Economic Development
- Business/Real Estate Development
- Urban Planning

### Software

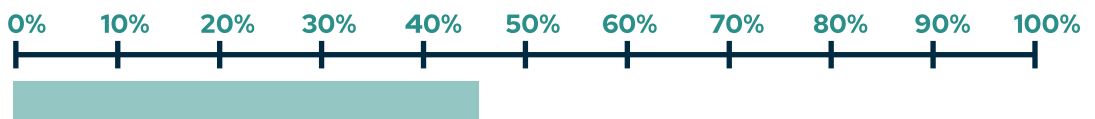
- Microsoft Office

### Memberships

- American Planning Association (APA)
- Urban Land Institute (ULI)

### Availability

**Erik Bredfeldt**  
(45% Availability)



## Experience

### Strategic Plan Development

Project Manager | Watkinsville, GA

- Worked on technical analysis and data collections associated with the Plan
- Led the Community Engagement effort consisting of a project website, stakeholder meetings and general community public interaction

### Zoning Ordinance and Overlay Re-write

Senior Reviewer | City of Stonecrest, GA

- Provided staff support for engagement efforts at stakeholder meeting and public outreach meetings and reviewed materials for the latter.

### Comprehensive Plan & Land Development Code

Planning Director | Gainesville, FL

- Worked with staff and various stakeholders on updates inclusive of Plan Board and City Commission on final adoption

### Comprehensive Plan Update

Economic Development Director | St. Johns County, FL

- Supporting/assisting the team with the economic development elements of the Comprehensive Plan Update
- Attend Kick-Off Meeting; County Commissioner briefings; and County Director's Meeting

### Comprehensive Plan Update

Economic Development Director | Flagler County, FL

- Supported/assisted the team with the economic development elements of the Comprehensive Plan Update
- Attended Community Engagement session associated with Plan Update and Land Development Codes

### Comprehensive Plan Update

Director of Economic Development | Auburndale, FL

- Perform review and analysis associated with assigned Comprehensive Plan elements

### North Okaloosa Planning Study

Project Manager | Okaloosa County, FL

- Work on all mechanical aspects of the project regarding resourcing of engagement and coordination of the analysis with Inspire and County staff

### Comprehensive Plan Update

Senior Reviewer | Polk County, FL

- Perform review and analysis associated with assigned Comprehensive Plan elements

### Comprehensive Plan Update

Director of Economic Development | Port St. Lucie, FL

- Reviewed and assisted in preparation of Economic Element Data and Analysis
- Provided proposed Smart City policy language for client's consideration in Comprehensive Plan GOP's

### Community Redevelopment Plan Update

Project Manager | Tarpon Springs, FL

- Worked on developing a consolidated character area/transect regulatory framework for future development
- Provided an analysis and assessment on Community Redevelopment Area performance as well as proposed future programmatic/project direction

### Downtown Strategic Plan

Project Co-Lead | Gainesville, FL

- Worked on developing the Downtown Strategic Plan and worked with multiple parties in the Plan development



# SARAH SINATRA GOULD

## Principal-in-Charge

Sarah has served as a planning director for numerous jurisdictions throughout her career. She understands the need to actively engage the public through a variety of platforms to truly gauge a community’s needs. Sarah’s work products include innovative plans based on community feedback and collaboration.

**AICP #021533; CZO**

### Education

- Master of Urban & Regional Planning, Florida Atlantic University
- Bachelor of Arts in Political Science, Florida Atlantic University

### Skills

- Land Development Codes
- Comprehensive Planning
- Community Engagement
- Corridor Analyses
- Development Review
- Sign Codes
- Supplemental Planning Support

### Software

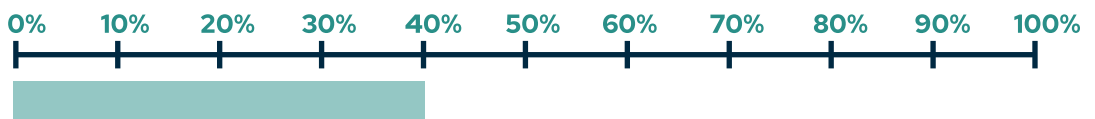
- Microsoft Office

### Memberships

- American Planning Association (APA)
- NC Planning Association
- North Carolina Association and Zoning Officials (NCAZO)

### Availability

**Sarah Sinatra**  
(40% Availability)



## Experience

### Comprehensive Plan Update

Project Manager | Effingham County, GA

- Facilitated public engagement sessions including stakeholder meetings and community workshops
- Coordinated update of character area descriptions and map

### Comprehensive Plan Update

Project Manager | Weddington, NC

- Facilitated multiple public engagement sessions including steering committees and open houses
- Crafted an implementation strategy for managing growth

### Comprehensive Growth Plan Update

Project Manager | Blount County, TN

- Moderated both a stakeholder meeting and public workshop
- Evaluated school projections for purposes of understanding some of the growth
- Prepared a future land use map including the urban growth boundary

### Comprehensive Land Use Plan & UDO Update

Project Manager | Kenly, NC

- Structured an open house for engagement
- Project management and guidance on policy creation

### Unified Development Ordinance

Project Manager | Rincon, GA

- Facilitated stakeholder meetings and collaborated on dedicated project website
- Coordinated public open house to garner feedback on uses and design
- Prepared updated ordinance text in strike through and underline format

### Land Use Plan

Project Manager | Cedar Hill, TN

- Workshop to discuss locations for growth
- Goals and policies through a rural preservation and growth management lens

### Comprehensive Plan Update & Amendments

Project Manager | Weston, FL

- Identified items of concern and provided consistency with state statutes
- Prepared a matrix of changes required under the statutes
- Provided updates to Capital Facilities Plan and Water Supply Plan

### Comprehensive Plan Update & Amendments

Project Manager | Surfside, FL

- Identified items of concern
- Evaluated potential density changes and revised thresholds
- Provided an analysis on tourist/hotel uses
- Added resiliency and sea level rise initiatives

### Comprehensive Plan & Update

Project Manager | West Park, FL

- Crafted initial Comprehensive Plan after the City's incorporation with a focus on redevelopment
- Moderated public engagement sessions
- Updated the goals, objectives, and policies to be consistent with state statutes and local changes since the initial adoption of the Plan



# NAKEISCHEA SMITH

## Senior Reviewer

Nakeischea brings extensive planning experience, having led major public engagement efforts and overseen high-impact regional projects. Her work reflects strong collaboration skills with a focus on economic development and long-range planning.

**AICP #024308**

### Education

- Master of City Planning, Massachusetts Institute of Technology (MIT)
- Bachelor of Arts, Northeastern University

### Skills

- Comprehensive Planning
- Land Development Codes
- Development Review
- Community Redevelopment
- Community Engagement

### Software

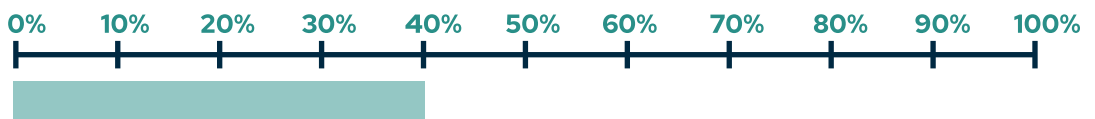
- Microsoft Office

### Memberships

- American Planning Association (APA)

### Availability

**Nakesichea Smith**  
(40% Availability)



## Experience

### Comprehensive Plan Update

Project Manager | College Park, GA

- Review previous plan updates and other relevant planning studies
- Assess existing planning challenges and issues
- Identify public infrastructure projects and future infrastructure needs
- Analyze existing land use patterns and zoning designations
- Facilitate stakeholder meetings and community Open House

### Zoning Ordinance Rewrite

Project Manager | East Point, GA

- Restructure awkward and confusing format
- Clarify contradictory language and definitions
- Incorporate design guidelines for commercial overlay districts
- Strengthen review procedures and permitting requirements
- Add explanatory graphics and illustrations

### Zoning Ordinance & Overlay Districts Update

Project Manager | Stonecrest, GA

- Update and modernize table of permitted uses
- Incorporate graphics and images to complement and visualize standards
- Robust public participation to include branding, website, surveys, workshops, open house and steering committee engagement
- Reorganize regulations into a user-friendly format

### Comprehensive Plan Update

Project Manager | Miami Gardens, FL

- Analyzed demographic, economic, and environmental data
- Developed existing conditions for demographic, economic, housing, land use, and transportation trends
- Update Water Supply Facilities Work Plan
- Presented the proposed changes to the City Council

### Comprehensive Plan Update

Project Manager | Weston, FL

- Completed Evaluation and Appraisal update to meet statutes
- Reviewed the Goals, Objectives, and Policies
- Prepared visioning strategies

### Land Development Code Administration

Project Manager | Miami Gardens, FL

- Prepared code modifications to the S-Stadium district focused on the areas in and around the Hard Rock Stadium for economic development and redevelopment initiatives
- Oversaw the redevelopment application process of the Calder Casino Horse Track

### Landscape Ordinance

Project Manager | Miami Gardens, FL

- Created a trust fund to provide a mechanism for applicants to pay into a fund for required trees
- Prepared ordinance text and a process to allow residents to request tree permits directly from the City

### Land Development Code Assessment & Update

Senior Planner | Pensacola, FL

- Assisted with public engagement activities



# PATRICIA TYJESKI

## Principal Planner

Pat has extensive experience with long range comprehensive planning, land development regulations, zoning, historic preservation, and development review. Over the course of her career, Pat has worked with over 30 jurisdictions on numerous comprehensive planning projects. **AICP #069720**

### Education

- Master of Regional Planning, Cornell University
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia

### Skills

- Comprehensive Planning
- Land Development Codes
- Historic Preservation
- Development Review
- Public Engagement
- Small Area Plans

### Software

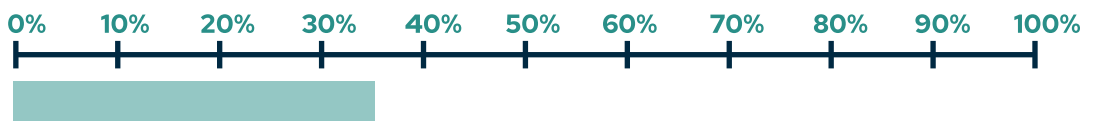
- Microsoft Office

### Memberships

- American Planning Association (APA)
- Florida Planning & Zoning Association (FPZA)

### Availability

**Pat Tyjeski**  
(35% Availability)



## Experience

### Comprehensive Plan Update

Project Manager | Green Cove Springs, FL

- Managed the preparation of the future land use and transportation elements and coordinated the update of other elements with staff
- Developed policies to revitalize the downtown, protect historic sites, improve urban form along major transportation corridors, and apply complete streets principles
- Utilized Social Pinpoint to facilitate public input through a survey, an interactive map, and a virtual meeting portal

### Comprehensive Plan Update

Project Manager | Wildwood, FL

- Managed the update of eight elements, including data and analysis, goals, objectives, and policies, and map series
- Utilized Social Pinpoint, a web-based community engagement tool, to facilitate public input through a survey, an idea wall, and a virtual meeting portal
- Facilitated public workshops and presented the update at adoption hearings

### Comprehensive Plan Update

Project Manager | Mascotte, FL

- Managed the update of eight elements, including data & analysis, goals, objectives, & policies, and map series
- Updated plan policies to allow development flexibility as well as remove the requirement to rezone to planned unit development
- Facilitated public workshops and presented the update at adoption hearings

### Hillsborough County Commercial Locational Criteria (CLC)

Project Manager | Hillsborough County City-County Planning Commission, FL

- Managed the background research and preparation of the text amendments
- Facilitated numerous public input sessions
- Utilized Social Pinpoint, a web-based community engagement tool, to facilitate public input through a survey and idea wall

### Comprehensive Growth & Development Plan

Planner | Robertson County, TN

- Worked on the proposed future land use and vision maps, the growth policies, and the implementation plan
- Developed the description of each of the proposed character/land use areas and corresponding maximum density and intensity for each

### Comprehensive Plan Update-Support Documentation

Principal-in-Charge | Melbourne, FL

- Facilitated workshops and scoping meetings
- Updated population projections and housing demand and supply tables
- Managed the update of all maps in GIS, particularly those needed to address the peril of flood requirements
- Evaluated the effectiveness of the transportation concurrency exception areas

### Comprehensive Plan Update

Principal-in-Charge | Fort Pierce, FL

- Oversaw the completion of the project within schedule and budget
- Provided Senior Review of deliverables
- Presented the proposed changes to the City Commission



# CHRIS DOUGHERTY

## Principal Planner

With experience in providing private and public sector planning services, Chris's career has focused on helping clients create unique places. Chris has a passion for developing community-driven plans and excels at comprehensive planning, land development code writing, visioning/public engagement, parks and recreation planning, GIS, and entitlements. **AICP #026356**

### Education

- Master of Arts in Urban & Regional Planning, University of Florida
- Bachelor of Arts in Criminology, University of Florida

### Skills

- Comprehensive Planning
- Land Development Codes
- Development Review
- Redevelopment Planning
- GIS Analysis
- Parks & Recreation System Planning
- Community Engagement
- Visioning
- Land Use Entitlements
- Grant Writing
- Small Area Plans

### Software

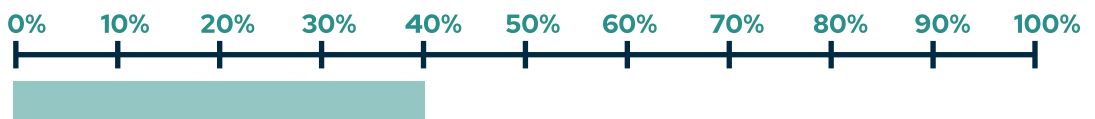
- Microsoft Office
- ArcGIS

### Memberships

- American Planning Association (APA)
- Florida Planning and Zoning Association (FPZA)

### Availability

**Chris Dougherty**  
(40% Availability)



## Experience

### Greater Lacoochee Community Plan

Project Manager | Pasco County, FL

- Managed the project delivery and schedule
- Prepared and/or reviewed the existing conditions analysis, proposed strategies, and community engagement plan and activities

### Comprehensive Plan Update (Unincorporated)

Project Manager | Sumter County, FL

- Managed the project delivery and schedule
- Reviewed and prepared data and analysis
- Facilitated three live and simulcasted in Zoom public workshops

### Comprehensive Plan Update

Project Manager | Lake Wales, FL

- Managed the project delivery and schedule
- Prepared and/or reviewed each element's data and analysis, and goals, objectives, and policies
- Facilitated three virtual public workshops

### Comprehensive Plan Amendment Reviews

Project Manager | Volusia County Growth Management Commission (VGMC), FL

- Manage the scheduling, QC, and delivery of each review/planning report
- Attend meetings, present at hearings, and coordinate with planning staff as needed
- Participated in the charter review commission and VGMC rules update

### Comprehensive Plan Update

Senior Planner | Wildwood, FL

- Assisted with GIS analysis and future land use map series
- Assisted with the transportation analysis
- Advised the team on statute requirements

### Comprehensive Plan Update

Senior Planner | Effingham County, GA

- Assisted with the analysis of zoning districts in GIS
- Assisted with public engagement plan and project website

### Comprehensive Plan Update

Project Manager | Fort Pierce, FL

- Managed the project delivery and schedule
- Prepared and/or reviewed each element's data and analysis and goals, objectives, and policies
- Presented the proposed changes to the Local Planning Agency and the City Commission

### Comprehensive Plan Update

Project Manager | Cocoa, FL

- Managed the project delivery and schedule
- Prepared and/or reviewed each element's data and analysis and goals, objectives, and policies
- Presented the proposed changes to the Local Planning Agency and City Commission

### Comprehensive Plan Update

Project Manager | Hawthorne, FL

- Wrote a Technical Assistance Grant that was awarded to the City
- Managed the grant, project delivery, and schedule
- Prepared and/or reviewed each element's data and analysis and goals, objectives, and policies
- Presented the proposed changes to the Local Planning Agency and the City Commission



# DAVID HENNING

## Senior Planner

David has extensive experience that includes crafting and analyzing comprehensive plan updates, strategic plans, land development code updates, and affordable housing studies. His projects have been tailored to meet the needs of client communities, which can include extensive public engagement, detailed scenario planning, and coordination with regional entities. **AICP #31045; Esq.**

### Education

- Master of Urban Planning, Harvard Graduate School of Design
- Juris Doctor, Florida State University College of Law
- Bachelor of Science in Civil Engineering, Northwestern University

### Skills

- Comprehensive Planning
- Strategic Planning
- Land Development Codes
- Affordable Housing Studies

### Software

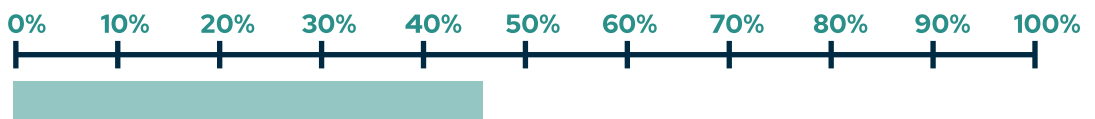
- Microsoft Office

### Memberships

- Florida Bar Member, Admitted 2013
- American Planning Association (APA)

### Availability

**David Henning**  
(45% Availability)



## Experience

### Comprehensive Plan Update

Project Manager | Auburndale, FL

- Leading comprehensive plan update with anticipated land development code update to follow
- Identified policies to achieve community quality of life upgrades

### 2045 Horizon Plan

Lead Project Planner | Iredell County, NC

- Identified issues and opportunities
- Led plan drafting and response to public engagement
- Coordinated feedback from local steering committee

### Grow With Us Comprehensive Plan

Lead Project Planner | Lexington County, SC

- Coordinated extensive scenario planning
- Led plan drafting and response to public engagement
- Led pandemic-era in-person distanced and virtual public engagement

### One Mooresville Comprehensive Plan

Project Planner | Mooresville, NC

- Assisted with plan drafting including chapters on guiding growth, promoting a vibrant economy, investing in a sustainable future, and implementing the plan
- Developed mapping tools including a town framework, a tiered growth map, and a future character and land use map
- Led public engagement meetings

### Build One Portsmouth Comprehensive Plan

Project Planner | Portsmouth, VA

- Provided peer review of the work of other professional firms
- Evaluated content and actions for sustainability
- Developed additional actions and tools for a “toolkit” within the plan

### Statesville 2045 Land Development Plan

Project Planner | Statesville, NC

- Assisted with plan drafting including chapters on prioritizing reinvestment and supporting the local economy
- Led public engagement events and coordination of the local steering committee
- Assisted with production of the UDC Analysis report

### Horizons 2026 Comprehensive Plan

Project Planner | Greenville, NC

(earlier project phases began 2015)

- Drafted plan chapters including Maintaining Fiscal Responsibility, Growing the Economic Hub, Fostering a Resilient City, and Growing a Healthy City
- Assisted with GIS/ Mapping production and edits
- Assisted with public engagement work and theming
- Managed document production

### 2045 Comprehensive Plan

Project Planner | Suffolk, VA

- Developed housing related existing conditions information and the Housing Element of the comprehensive plan
- Conducted stakeholder interviews and guided the steering committee on housing-related issues



# JAY MCLEOD

## Project Manager/Senior Planner

Jay leads planners and designers in the creation of comprehensive plans, development ordinances, and small area plans. With a background as both a public planner and planning consultant, he learns a community by listening to stakeholders and local leadership, analyzing existing conditions and benchmarking local priorities and values. **AICP #027482**

### Education

- Master of Urban & Regional Planning, University of Florida
- Master of Science in Urban Ecology, University of Louisville
- Bachelor of Science in Biology, Florida State University

### Skills

- Urban Planning
- Master Land Planning
- Comprehensive Planning
- Development Ordinance Planning
- Park System Master Planning
- GIS Mapping
- Community Engagement

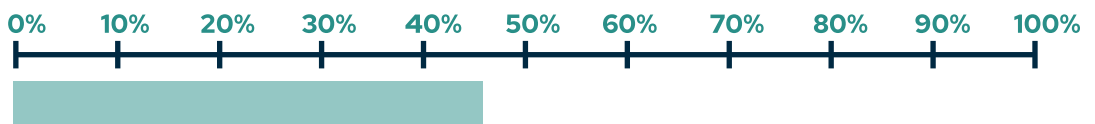
### Software

- Microsoft Office

### Memberships

- American Planning Association (APA)

### Availability



## Experience

### Comprehensive Plan Update & Interim Evaluation & Appraisal Review

Project Manager | Nassau County, FL

- Led the team in the submission of a state compliant 7-year Evaluation and Appraisal Report with supporting documentation and revised Goals, Objectives, and Policies
- Led the development of a GIS-based 3D visualization of existing and proposed conditions in order to implement the preferred Future Land Use Scenario from the County's adopted Vision Plan
- Ensured the project met the tight timelines and budgetary constraints necessary to remain compliant with state comprehensive planning requirements
- Led the development of the new 2050 Comprehensive Plan and implemented the Vision Plan in revised Goals, Objectives, and Policies

### Comprehensive Plan Update

Senior Reviewer | Polk County, FL

- Acted as Senior Reviewer of Data and Analysis and Goals, Objectives, and Policies

### Comprehensive Plan Update

Senior Reviewer | Winter Springs, FL

- Acted as Senior Reviewer of Data and Analysis and Goals, Objectives, and Policies

### Comprehensive Plan

Project Manager and Director-in-Charge | Wilson County, NC

- Project management, senior QAQC, and public presentation
- Crafting unique future land use character areas relevant to the rural setting

### CAMA Comprehensive Plan Update

Project Manager | Washington, NC

- Led the project and coordinated or executed all aspects of technical analysis, public communication, and plan development

### CAMA Comprehensive Plan

Project Manager | Duck, NC

- Led the project and coordinated or executed all aspects of technical analysis, public communication, plan development, and adoption

### CAMA Comprehensive Plan

Project Manager | Kitty Hawk, NC

- Led the project and coordinated or executed all aspects of technical analysis, public communication, and plan development

### Comprehensive Plan

Project Manager | Pasquotank County, NC

- Led the project and coordinated or executed all aspects of technical analysis, public communication, plan development, and adoption

### CAMA Comprehensive Plan

Project Manager | Beaufort, NC

- Led the project and coordinated or executed all aspects of technical analysis, public communication, plan development, and adoption

### Comprehensive and CAMA Land Use Plan

Project Manager | Manteo, NC

- Led the project and coordinated or executed all aspects of technical analysis, public communication, plan development, and adoption



# ERIN ANDERSON

## Planner

Erin is passionate about creating strong communities through equitable community development and planning. She has experience in community engagement, data collection and analysis, and working closely with local governments. **AICP Candidate**

### Education

- Master of City & Regional Planning, University of North Carolina at Chapel Hill
- Bachelor of Arts in Economics, Wake Forest University

### Skills

- Comprehensive Planning
- Land Development Codes
- Community Engagement
- Data Collection/Analysis

### Software

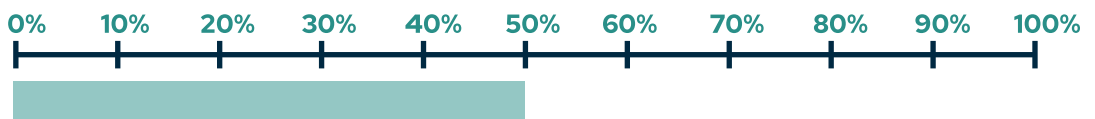
- Microsoft Office

### Memberships

- American Planning Association (APA)

### Availability

**Erin Anderson**  
(50% Availability)



## Experience

### Comprehensive Plan & Downtown Master Plan

Planning Intern | Weddington, NC

- Hosted design workshop for public input
- Developed public engagement summaries

### Comprehensive Plan Update

Planning Intern | Weddington, NC

- Facilitated community engagement session
- Developed community engagement summaries

### Comprehensive Plan

Planning Intern | Blount County, TN

- Developed public engagement materials for open house event
- Developed steering committee summaries
- Collected data on school enrollment and capacity

### Comprehensive Land Use Plan & Unified Development Ordinance Update

Planner | Kenly, NC

- Developed an updated and streamlined use table

### Comprehensive Plan Update

Planning Intern | Trinity, NC

- Reviewed final comprehensive plan for consistency and accuracy

### Comprehensive Plan Update

Planner | Port St. Lucie, FL

- Updated the Data and Analysis chapters for the Economic Development and Housing Elements
- Updated the Goals, Objectives, and Policies chapters for the Economic Development and Housing Elements

### CAMA Land Use Plan Update

Planner | Ocean Isle Beach, NC

- Researched and analyzed existing conditions related to population, socioeconomics, and the environment
- Developed permanent and seasonal population projections

### Comprehensive Plan Update

Planner | Winter Garden, FL

- Drafted data and analysis portions of the Housing and Public Schools elements
- Drafted goals, objectives, and policies for the Housing and Public Schools elements

### Land Development Regulations

Planning Intern | Effingham County, GA

- Prepared updated land use table and land use definitions
- Ensured that adopted ordinances and amendments were integrated into the code
- Reviewed updated code for consistency

### Unified Development Ordinance

Planning Intern | Rincon, GA

- Proposed a structure for the reorganization of the Ordinance
- Developed an updated and streamlined use table

### Community Redevelopment Plan Update (2023)

Planner | Lake Wales, FL

- Proofread plan update for accuracy and consistency



# JULIA CLARK

## Planner

Julia is passionate about environmental and hazard mitigation planning and community resilience. Julia’s work is driven by her desire to understand more about the world and to improve community wellbeing. She hopes to apply her experience in urban planning and hazard mitigation to address the complex urban challenges that arise in our changing environment. **AICP Candidate**

### Education

- Master of Urban & Regional Planning, University of New Orleans
- Bachelor of Business Administration in Economics & International Business, University of Georgia
- International Studies in Business & Culture, Universidad Autónoma de Barcelona, Spain

### Skills

- Qualitative & Quantitative Data Analysis & Visualization
- Community Resilience
- Comprehensive Planning
- Urban Planning

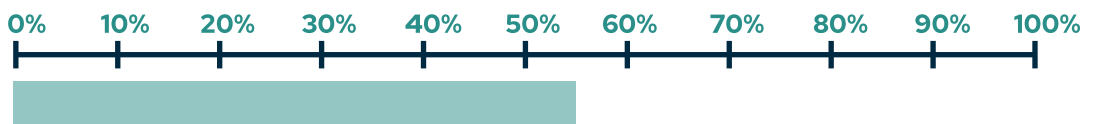
### Software

- Microsoft Office
- SPSS
- Stata
- Dedoose
- ArcGIS
- Adobe InDesign

### Memberships

- American Planning Association (APA)

### Availability



**Julia Clark**  
(55% Availability)

## Experience

### Zoning Ordinance & Overlay District Rewrite

Deputy Project Manager-Miami Office | Stonecrest, GA

- Prepared project timeline; monitored budget; and delegated tasks to facilitate timely project completion

### Evaluation & Appraisal Review & Comprehensive Plan Update

Planner/GIS Specialist | Highland Beach, FL

- Revised the Coastal Management & Conservation, Housing, Infrastructure, and Recreation and Open Space Elements of the Comprehensive Plan to ensure that all F.S.S. are met and the City's unique challenges/goals are addressed
- Produced GIS maps for the Coastal Management & Conservation Element of Comprehensive Plan

### Comprehensive Plan Update

Planner | Polk County, FL

- Revised the Conservation Elements of the Comprehensive Plan to ensure that all F.S.S. are met and that input from community engagement is reflected in the Goals, Objectives and Policies

### Vulnerability Assessment

Planner | Wellington, FL

- Developed a comprehensive public engagement plan for project partners and stakeholders, outlining key timelines, communication strategies, and actionable steps
- Prepared outreach materials and content, including GIS maps and engagement activities, and helped facilitate a public workshop to educate the community about the Vulnerability Assessment, while gathering input on flood-prone areas and community assets

- Synthesized community feedback to produce an engagement summary that informed project priorities

### Comprehensive Plan Update

Planner | Winter Garden, FL

- Revised the Intergovernmental Element of the Comprehensive Plan to ensure that all F.S.S. are met and that input from community engagement is reflected in the Goals, Objectives and Policies

### Redevelopment Plan for the Goulds CRA

Planner | Miami-Dade County, FL

- Conducted a comprehensive site tour to evaluate physical conditions within the Community Redevelopment Area (CRA), including housing stock and infrastructure, and developed an inventory of new and ongoing development projects
- Analyzed existing conditions, demographic trends, and community feedback to inform the development of projects and programs for inclusion in the CRA Plan
- Performed a Tax Increment Financing (TIF) analysis using property appraiser data to forecast future revenue for the CRA Trust Fund
- Developed a 10-year action plan and budget to guide CRA fund expenditures, with a strategic focus on improving critical infrastructure, mitigating displacement risks, and enhancing the community's sense of place



# JESSICA HAYS

## Planner

Jessica has a strong background in GIS mapping and data management. She leverages these tools to drive innovative data-driven solutions in adaptation planning, land development, and comprehensive planning. **AICP Candidate**

### Education

- Master of Urban & Regional Planning, University of Florida
- Bachelor of Science in Sustainability & the Built Environment, University of Florida

### Skills

- Comprehensive Planning
- GIS Mapping
- Data Management
- Adaptation Planning
- Land Development

### Software

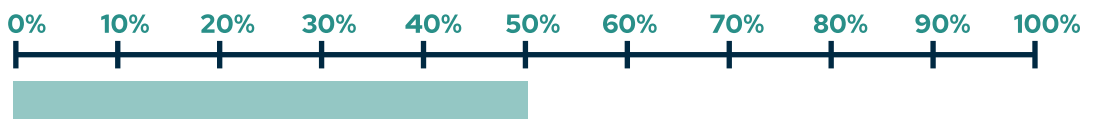
- Microsoft Office
- ArcGIS

### Memberships

- American Planning Association (APA)

### Availability

**Jessica Hays**  
(50% Availability)



## Experience

### Comprehensive Land Use Plan & Unified Development Ordinance Update

Planner | Kenly, NC

- Assisting with coordination on public engagement
- Preparing code work to modernize uses and provide consistency
- Writing the transportation element of the comprehensive plan

### Comprehensive Land Use Plan

Planner | Kenly, NC

- Assisting with coordination on public engagement
- Writing the transportation element of the comprehensive plan

### Comprehensive Plan Update

Planner | Pasco County, FL

- Advancing the future land use map series and performing various spatial analyses to advance the Data & Analysis portion of the Plan

### Comprehensive Plan Update

Planner | St. Johns County, FL

- Updating and reorganizing the Goals, Objectives, and Policies of Coastal Management and Infrastructure elements

### Comprehensive Plan Update

Planner | Flagler County, FL

- Assisted with updates to and organization of Goals, Objectives, and Policies in the Coastal Management element to advance resiliency efforts in the County

### Comprehensive Plan Update

Planner | Winter Springs, FL

- Created map templates, assisted in the creation of the future land use map series, and performed various spatial analyses to advance the Data & Analysis portion of the Plan
- Compared population projections, planned improvements, and facility capacity against level of service standards, and drafted recommendations to meet future needs
- Assisted with updates to and organization of Goals, Objectives, and Policies in the Future Land Use and Housing Elements

### Comprehensive Plan Update

Planner | Polk County, FL

- Created map templates, assisted in the creation of the future land use map series, and performed various spatial analyses to advance the Data & Analysis portion of the Future Land Use, Infrastructure, and Recreation & Open Space Elements
- Assisted with updates to and organization of Goals, Objectives, and Policies in the Infrastructure and Recreation & Open Space Elements

### Comprehensive Plan Update

Planner | Port St. Lucie, FL

- Created map templates, assisted in the creation of the future land use map series, and performed various spatial analyses to advance the Data & Analysis portion of the Recreation and Open Space and Conservation & Coastal Management elements
- Updated and reorganized the Goals, Objectives, and Policies in the Recreation and Open Space and Conservation & Coastal Management elements



# JEREMY GRIFFITH

## Planner

Jeremy is an Atlanta-based Planning Analyst specializing in transit strategy, transportation planning, and GIS spatial analytics. His experience ranges from site selection and transit development plans to major finance and policy initiatives, including referendum support and mobility studies. He is proficient in travel demand modeling and safety analyses, utilizing Activity-Based Models and Replica data to deliver data-driven infrastructure and regional mobility solutions. **AICP #36608**

### Education

- Master of Urban & Regional Planning, University of Florida
- Bachelor of Arts in Sustainability & the Built Environment, Specialization: Geodesign, University of Florida

### Skills

- GIS and Other Spatial Analyses
- Econometric Analysis
- Transit Planning (Service and Operations, Conceptual)
- Transportation Planning
- Travel Demand Modeling
- Stakeholder Communication & Outreach
- Policy Research
- Academic Writing

### Software

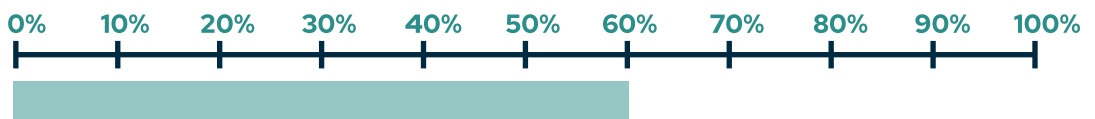
- ArcGIS
- ArcGIS City Engine
- Tableau/Power BI
- Remix
- Replica
- Python
- FME Workbench
- Adobe Creative Suite
- NVIVO
- Qualtrics
- SPSS
- SketchUp
- PTV Visum
- TransCAD
- CUBE

### Memberships

- American Planning Association (APA)

### Availability

**Jeremy Griffith**  
(60% Availability)



## Experience

### Forsyth County Comprehensive Transportation Plan (CTP)

Planner | Forsyth County, GA

- Managed and produced GIS maps and analyses for the final report, including those on demographics, roadway characteristics and performance, land use, travel patterns, and traffic projections, amongst others
- Performed Travel Demand Modeling using ARC's Activity Based Model (ABM) to produce traffic projections, identify changes in origin destination patterns, and provide input for the analysis of projected level of traffic stress
- Assisted in the formatting, material production, and staffing of public engagement events including pop-ups and open houses

### McFarland Mobility Hub LCI Study

Planner | Forsyth County, GA

- Produced service plans for transit alternatives connecting the Mobility Hub location in South Forsyth to the proposed northern terminus of the GA 400 BRT
- Compiled research on potential emerging transportation applications for the South Forsyth area, including autonomous and connected vehicles

### Beltline Transit Study

Planner | Atlanta, GA

- Led production of multiple reports and memorandum throughout the two-year period of production, including reports for each stage of the alternatives analysis and technical memoranda on traffic impacts, identification of station locations, ridership potential, and transit performance
- Developed public-facing presentation materials and maps in assistance for ongoing public outreach

### Paulding County Major Corridor Plan

Planner | Paulding County, GA

- Led production and analysis of roadway performance, including the integration of DRI impacts to traffic projections from ARC's Activity Based Model
- Assisted in internal and external stakeholder outreach, staffing pop ups and open houses and producing public facing maps and documents
- Performed Travel Demand Modeling using ARC's Activity Based Model (ABM) to produce traffic projections, identify changes in origin destination patterns, and provide input for the analysis of projected level of traffic stress

### Beltline Transit Study

Planner | Atlanta, GA

- Led production of multiple reports and memorandum throughout the two-year period of production, including reports for each stage of the alternatives analysis and technical memoranda on traffic impacts, identification of station locations, ridership potential, and transit performance
- Developed public-facing presentation materials and maps in assistance for ongoing public outreach

### WMATA Better Bus Network Redesign

Planner | Atlanta, GA

- Assisted with coordination, scheduling, material development, and attendance of multiple rounds of operator engagement events
- Assisted in refining subsidy allocation formulas for WMATA and partner agencies



# ALEX KOZELA

## Planner

Alex is an urban planner who advances sustainable placemaking by integrating land use planning, environmental systems, and urban design. He applies a data-driven, human-scale approach to comprehensive planning, land development, and community engagement to create safer, healthier, and more livable neighborhoods, towns, and cities.

### Education

- Master of City & Regional Planning, Georgia Institute of Technology
- Bachelor of Arts in Communication, Saint Mary's College of California

### Skills

- Comprehensive Planning
- Land Development Codes
- Redevelopment Planning
- Urban Design
- Community Engagement
- Spanish

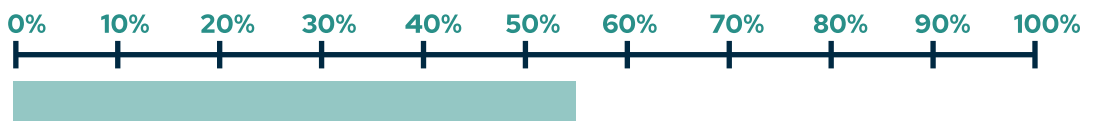
### Software

- ArcGIS Pro
- Microsoft Office
- RStudio
- Final Cut Pro

### Memberships

- American Planning Association (APA)

### Availability



Alex Kozela  
(55% Availability)

## Experience

### Strategic Plan Development

Planner | Watkinsville, GA

- Oversaw comprehensive editing of the Downtown Strategic Plan to ensure clarity, consistency, and alignment with the DDA's vision
- Mapped and analyzed real estate inventories to highlight redevelopment opportunities and guide strategic investment decisions

### Zoning Ordinance & Overlay District Rewrite

Community Outreach Coordinator | Stonecrest, GA

- Led steering committee meetings and managed community engagement efforts for the City of Stonecrest, including public workshops and stakeholder coordination
- Drafted planning materials and produced engagement tools, including a project website, videos, and visual content to support public understanding of zoning changes

### Comprehensive Plan Update

Planning Intern | Polk County, FL

- Developed a detailed community profile, analyzing demographic, economic, and environmental data to inform strategic planning decisions

### Comprehensive Plan Update

Planning Intern | Flagler County, FL

- Developed best-practice planning guidance, conducted data analysis, and facilitated a public planning workshop as part of the comprehensive plan update

### Urban Service Boundary Study

Planning Intern | Indian River County, FL

- Organized and facilitated public engagement workshops, utilizing GIS, RStudio, and Adobe Illustrator to create visualizations and gather community input

- Performed comparative analysis with peer jurisdictions to benchmark best practices and inform policy recommendations

### Evaluation & Appraisal Report (EAR) & Comprehensive Plan Update

Planner | Gulf Breeze, FL

- Conducted data collection and analysis for recreation and open space and historic resources
- Supporting drafting of comprehensive plan policies and amendments to ensure consistency with state statutes, best practices, and local planning goals

### Finding of Necessity Study & Community Redevelopment Plan Update

Planner | Lake City, FL

- Led drafting of the Lake City Community Redevelopment Area (CRA) Plan, including analysis, narrative content, and core plan components
- Developed maps, graphics, and TIF revenue projections to support the redevelopment framework

### Development Review

Planner | Minneola, FL

- Reviewed site plans, plats, rezonings, and other development applications for consistency with the City's Land Development Code and comprehensive plan

### Unified Development Ordinance

Planner | Shelby, NC

- Developed best practice recommendations that align with the City's Comprehensive Plan
- Updated language for various code chapters, including Zoning, Landscaping, and Parking



# JEEL PATEL

## Urban Designer

Jeel is an award-winning urban designer and Georgia Tech graduate with international experience in the US and India. She specializes in master planning, public-realm design, and urban architecture, with a diverse portfolio spanning large-scale community projects to adaptive reuse research. She remains active in academic mentorship and research.

### Education

- Master of Science in Urban Design, Georgia Institute of Technology
- Bachelor of Architecture (BArch), Rachana Sansad’s Academy of Architecture

### Skills

- Urban Design/Public Realm
- Master Planning
- Landscape Design
- Community Engagement
- Architecture Design & Construction Drawings
- Urban Research & Spatial Analysis
- Visualization & Graphic Communication
- 3D modelling/Rendering

### Software

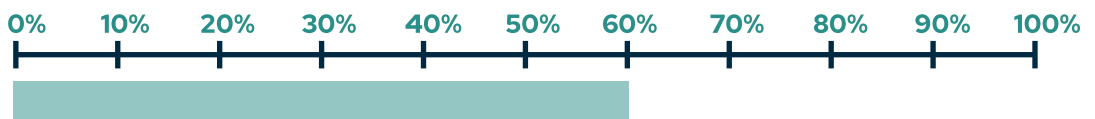
- Adobe Creative Suite
- AutoCAD
- Rhinoceros 3D
- Sketchup 3D
- ArcGIS
- Vray/Twinmotion
- Microsoft Office

### Awards

- SARA NY Design Awards 2025 – Student Merit Award
- National Town Builders Association (NTBA) Scholarship
- Charles Brown Fellowship
- HKS Southeast Design Fellowship 2025

### Availability

**Jeel Patel**  
(60% Availability)



## Experience

### Omni CRA Site Studies

Urban Designer | Miami, FL

- Conducted detailed analysis of street corridors and site conditions, including land-use patterns, mobility networks, right-of-way conditions, and public-realm edges
- Produced detailed axonometric graphics and 3D street-type diagrams illustrating conditions and opportunities
- Assisted in narrative sections of the report, synthesizing analysis into clear frameworks for street typologies, public-realm strategies, and redevelopment priorities
- Assisted in preparing engagement materials for community meetings, including boards, visual summaries

### Downtown Marina Park

Urban Designer | Fort Pierce, FL

- Developed conceptual design frameworks, program diagrams, and multiple site layout alternatives for review and refinement
- Produced visual graphics, site analysis, and illustrative master plan materials across the conceptual design package
- Assisted in design development of the preferred master plan, including circulation, programming, and open-space strategies
- Created engagement materials for City Council review and public communication
- Synthesized community input, design decisions, and program strategies into a clear, visually cohesive conceptual report

### Cordova Conceptual Streetscape Master Plan

Urban Designer | St. Augustine, FL

- Supported community-engagement process, including preparation of presentation boards, visuals, and outreach materials
- Participated in engagement session, documenting feedback and communicating design intent with infographics

### Downtown CRA Master Plan

Urban Designer | Tarpon Spring, FL

- Conducted existing-conditions analysis, including walkability, land-use patterns, connectivity, housing, destinations, and environmental resilience
- Produced maps, diagrams, and visual graphics for the document, and spatial axometrics for catalyst sites
- Assisted in developing planning goals and implementation strategies for mobility, housing, public realm, character districts, and catalyst sites
- Synthesized data, community feedback, and design recommendations into an actionable framework



# SOOBIN AN

## Landscape Designer

SooBin is a recent Landscape Architecture graduate of the University of Landscape Architecture is where her passion in art, community development, and environmental sustainability come together to form a commitment to create functional and aesthetically-pleasing places.

### Education

- Bachelor of Landscape Architecture, University of Georgia

### Skills

- Photography
- Hand Drawing/Sketches
- Landscape Architecture
- Urban Design

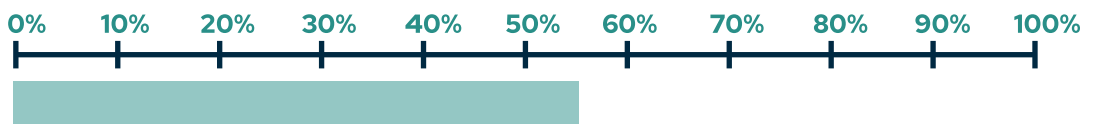
### Software

- Microsoft Office
- Adobe Creative Suite
- AutoCAD
- SketchUp
- LandFX
- ArcGIS
- Vectorworks

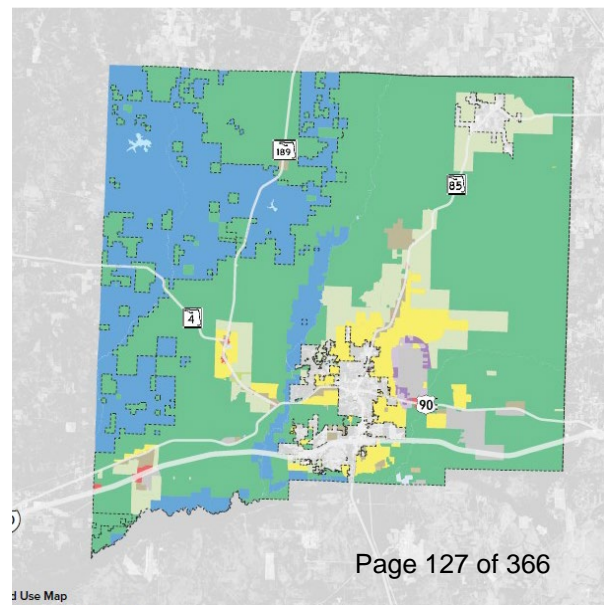
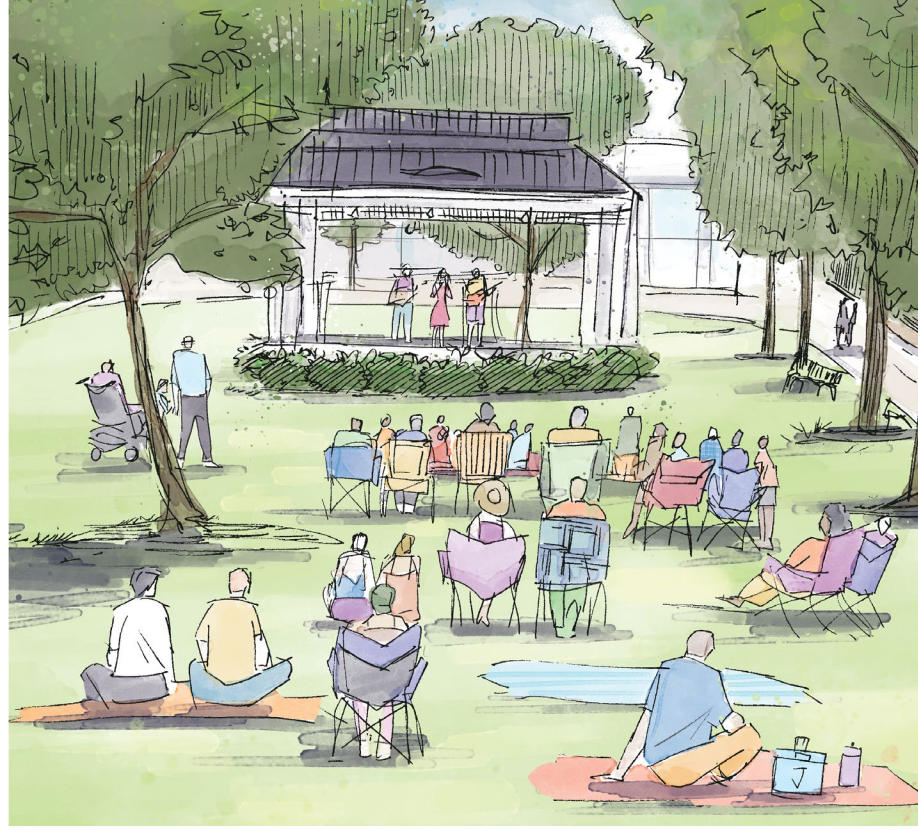
### Memberships

- LEED Green Associate
- 2024 Olmsted Scholar
- American Society of Landscape Architects (ASLA)

### Availability



**Soobin An**  
(55% Availability)





# ADDIE SHERMAN

## Senior Graphic Designer

Addie has expertise in website design, project branding, 3D renderings, document design, and other types of informational graphics. With a background in urban planning, she brings a diverse skill set that allows her to approach design challenges with a unique perspective. Her expertise allows her to bridge the gap between technical planning concepts and community understanding.

### Education

- Graphic Design Continuing Education, Rhode Island School of Design
- Bachelor of Urban Planning, University of Cincinnati

### Skills

- Urban Planning
- Graphic Design
- Code Graphics
- Layout Design
- Digital Photography

### Software

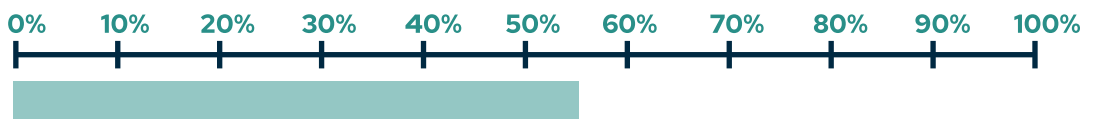
- Adobe Creative Suite
- SketchUp
- Wix
- Squarespace
- Hootsuite
- Microsoft Office
- Basic knowledge of HTML & CSS

### Awards

- Buncombe County Comprehensive Plan 2043 – APA NC 2023 Marvin Collins Award, APA National Outstanding Small Town or Rural Plan
- FrameworkOP Comprehensive Plan – APA Kansas 2024 Meadowlark Award Pioneer Award

### Availability

**Addie Sherman**  
(55% Availability)





# SCULPT SHELBY

UNIFIED DEVELOPMENT ORDINANCE



# 02



# CONSULTANT CAPABILITY



# TEAM ROLES

## **Elena Oertel, AICP**

***PROJECT MANAGER | LAND USE PLANNER***

Elena is an urban planner and Project Manager with experience leading comprehensive planning projects across Georgia. She manages multidisciplinary teams through existing conditions analysis, community engagement, policy development, and implementation, with a strong focus on translating plans into actionable strategies. Elena's advanced spatial and technical skills allow her to deeply understand local conditions, evaluate development capacity, and connect land use, infrastructure, and economic priorities. Known for delivering complex projects efficiently, she brings a practical, data driven approach that helps communities move from vision to implementation.

## **Erik Bredfeldt, AICP**

***DEPUTY PROJECT MANAGER | DIRECTOR OF ECONOMIC DEVELOPMENT***

Erik's work on Comprehensive Planning for the firm focuses on production of data and analysis and policy language for various Plan elements with a particular concentration on economic development. Erik assists with engagement efforts with community staff and the public in reviewing various aspects of the Comprehensive Planning process and works with project colleagues to determine community governance dynamics that dictate Plan contents and the Plan's approval path. During his career, Erik has worked on Comprehensive Plan projects both from a public and now private perspective, which lends experience to these endeavors.

## **Sarah Sinatra, AICP**

***PRINCIPAL-IN-CHARGE | PRINCIPAL PLANNER***

Sarah has led comprehensive planning efforts throughout the southeast for the past 20 years. From tailored amendments to full updates, Sarah has worked on all aspects of long-range planning projects. Her approach is to listen first. While codes and land development regulations are the implementing arm of planning, comprehensive plans are the vision. Vision-based planning needs to come from the public which requires strong facilitation skills for workshops, stakeholder interviews, and focus group meetings to shape the roadmap for the Plan. A transparent, engaging process will lead to an implementable plan for the community.

## **Nakeischea Smith, AICP**

**SENIOR REVIEWER | PLANNER**

Nakeischea's comprehensive planning experience spans a broad spectrum of communities—from small towns to major metropolitan areas—allowing me to bring adaptable, forward-thinking solutions tailored to each jurisdiction's unique context. She excels at assessing community needs and opportunities and translating them into actionable goals that guide sound development and redevelopment efforts. As Senior Reviewer, she is committed to ensuring that in-depth analysis of demographic, economic, housing, land use, and transportation trends meaningfully inform the plan in a manner that contributes to a more cohesive urban fabric.

## **Chris Dougherty, AICP**

**PRINCIPAL PLANNER**

Chris is a Certified Planner with nearly 20 years of experience in comprehensive planning. Throughout his career, he has contributed to over 60 comprehensive plans across the southeast. He currently oversees evaluations and appraisals of plans, developing custom community engagement strategies, rewriting comprehensive plans, and helping communities establish and implement visions through updated plans. Chris specializes in GIS. His responsibilities include developing workflows for complex functions, assigning mapping and analysis tasks, managing the organization's ESRI footprint. GIS plays a critical role in the comprehensive planning practice, enabling the analysis of spatial data across large geographies and synthesizing information into user-friendly formats. His career has primarily focused on serving the public sector, making his skill set particularly unique. Over the past eight years Chris has managed the successful completion of 12 comprehensive plan update projects. These projects have included full updates based on visioning, evaluation and appraisal-based amendments, crafting new elements, updating plans through state grants, and addressing resiliency in coastal communities.

## **David Henning, AICP, Esq.**

**SENIOR PLANNER**

David uses his legal and planning skills to produce comprehensive plans driven by community vision while grounded in implementable reality. For the past 10 years he has worked with interdisciplinary teams consolidating lessons from public surveys, other creative public engagement, scenario exercises, transportation plans, and housing and economic studies through the entire process of starting and producing comprehensive plans across the Southeast. His clients have included everything from large counties straddling productive agriculture and swiftly growing cities, small towns producing their first ever guiding documents since incorporating, or their first plan revisions in decades. Every planning process is different, but the best combine lessons learned from a career looking across many cities combined with the passionate local knowledge and values of the host community.

## **Jay Mcleod, AICP**

**SENIOR PLANNER**

Jay brings the analytical, opinion polling, and GIS skills built during his time in the ecology space to deeply understand and document local conditions and priorities. In over 15 years as a planner, he has worked on municipal, county, and regional / state projects in Florida and the Carolinas. He currently leads teams of planners in long-range and comprehensive planning projects that support local governments in achieving their vision for success. His passion involves helping communities of all sizes navigate change through quantifiable, spatial analysis leading to focused, achievable placemaking and design solutions that reinforce local values and character.

## **Pat Tjyeski, AICP**

**PRINCIPAL PLANNER**

Pat brings extensive experience in long-range comprehensive planning, land development regulations, zoning, historic preservation, and development review, having supported more than 30 jurisdictions on a wide range of planning initiatives. Her approach integrates strong analytical work with meaningful public engagement, using tools like Social Pinpoint to gather input through surveys, interactive maps, and idea walls. Across all projects, Pat brings a thoughtful, solution-oriented perspective that results in clear, implementable, and community-focused comprehensive plans.

## Erin Anderson, AICP Candidate

### PLANNER

Erin has experience in analyzing both qualitative and quantitative data for planning projects and organizing this data to tell a story about the community. She helps to facilitate community engagement with staff, steering committee members, and the general public and can categorize and analyze feedback received to understand the community vision. She also organizes and analyzes sociodemographic data to support the vision, goals, and policies of the community. Using this data, she can help craft a coherent narrative, including intuitive charts and graphics.

## Julia Clark, AICP Candidate

### PLANNER

Julia's role in comprehensive planning ranges from executing the Data and Analysis sections to revising the Goals, Objectives and Policies. Her approach for the Data and Analysis focuses on consolidating complete information to provide an understanding of where the community sits today. Julia uses the feedback gathered through community engagement, in addition to Staff communications, to determine where the community wants to go in the future. With this information, she consolidate, clarify, and reorganize policies to clearly reflect current processes to be maintained and future initiatives to be pursued.

## Jessica Hays, AICP

### PLANNER | GIS LEAD

Jessica has contributed to most steps of comprehensive plan development, including conducting spatial analyses and visualizing data through GIS, drafting Data & Analysis sections for multiple elements (such as conservation, coastal management, recreation and open space, infrastructure, housing, future land use, and capital improvements), refining goals, objectives, and policies based on data and analysis findings, creating community outreach materials, and participating in public engagement events.

## **Jeremy Griffith, AICP**

**PLANNER**

Jeremy has extensive experience developing comprehensive transportation plans and transit development plans, and has also contributed TOD-related components to various land-use-oriented projects. While his background is primarily in transportation, he is skilled in conducting GIS-based analyses and has worked across multiple planning areas—including land use, environmental, housing, and recreational analyses—as part of broader transportation planning efforts. Jeremy is fully comfortable with public engagement and has prior experience both leading and participating in a wide range of outreach activities.

## **Alex Kozela**

**PLANNER**

Alex has contributed to comprehensive planning efforts through leading and supporting public engagement initiatives, as well as conducting research and analysis for recreation, open space, and historic resources elements. His work included GIS mapping and spatial analysis to help inform planning recommendations and visualize community priorities. This experience has strengthened his ability to connect public input, data, and long-range planning goals.

## **Addie Sherman**

**SENIOR GRAPHIC DESIGNER**

Addie has lead the visual and experiential components of planning projects, including community engagement materials, presentation decks, interactive content, and outreach collateral. she developed cohesive branding for each plan, including logo design, visual identity, websites, and final documents that reflect the community’s vision. She ensures every graphic element supports clarity, engagement, and a strong, unified narrative.

## SooBin An

*URBAN DESIGNER*



SooBin assists in the design, analysis, and visual aspects of Comprehensive Plans, which includes making maps, diagrams, and infographics to clearly illustrate existing-conditions analyses at the neighborhood and site scale, as well as creating visually engaging reports. She identifies possible opportunity sites for redevelopment based on data synthesis and community engagement. SooBin renders and designs urban design concepts to address community, economic, and environmental needs. She helps plan and participate in community engagement workshops, create materials, and prepare reports.

## Jeel Patel

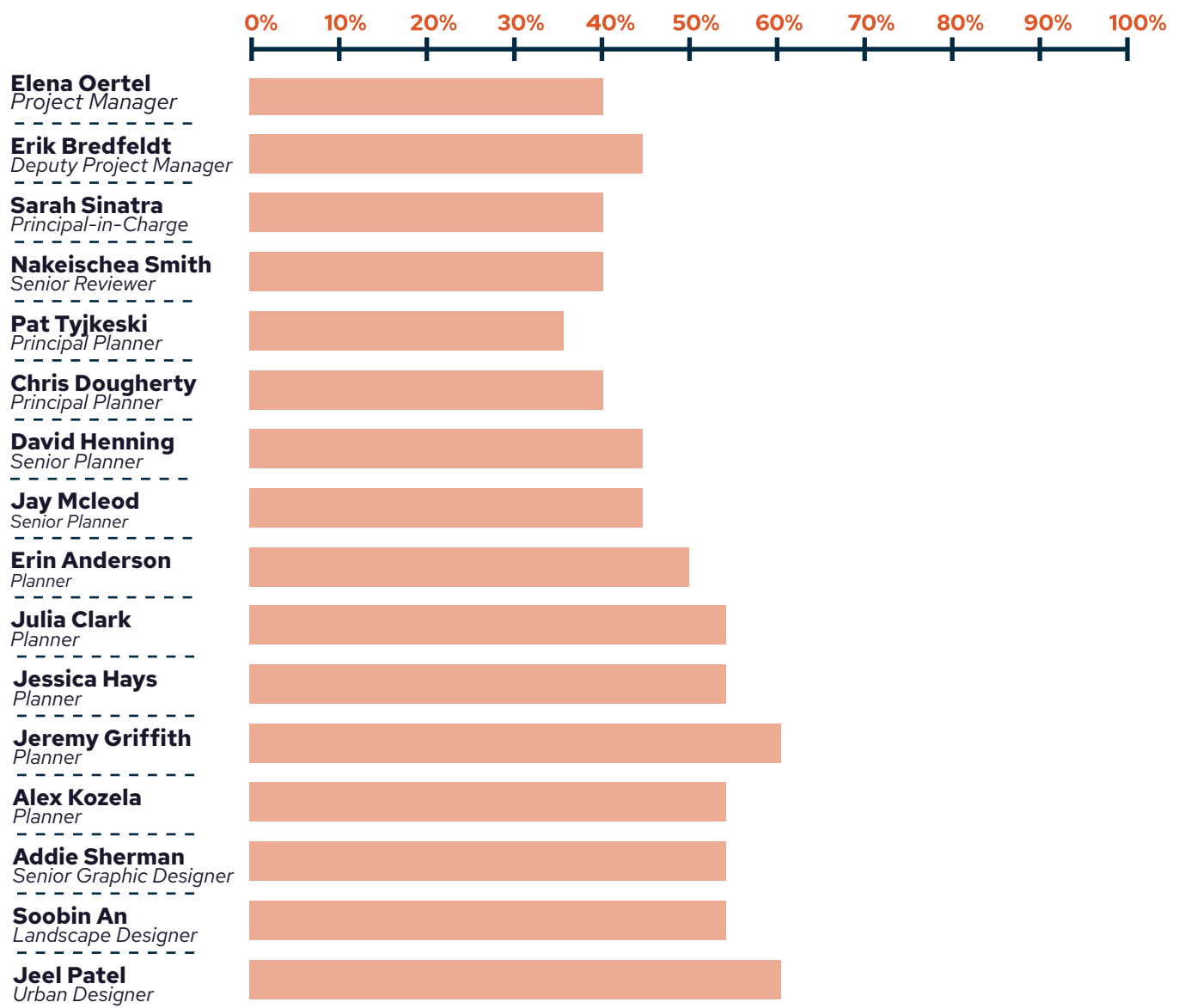
*URBAN DESIGNER*



Jeel has contributed to multiple stages of Comprehensive Plan development, including conducting existing-conditions and corridor analyses; performing spatial and design analyses at the district and site scale; developing public-realm frameworks; and translating data and planning concepts into clear, graphic-driven diagrams, maps, and illustrations. She has also assisted with drafting and refining plan narratives and implementation strategies, compiling visually cohesive reports, and creating materials for community outreach.

# WORK AVAILABILITY & MAN HOURS

Our team is fully aware that the City places a high priority on the delivery of quality work within budget and on schedule. To meet these expectations, we have carefully assessed our Team’s availability.



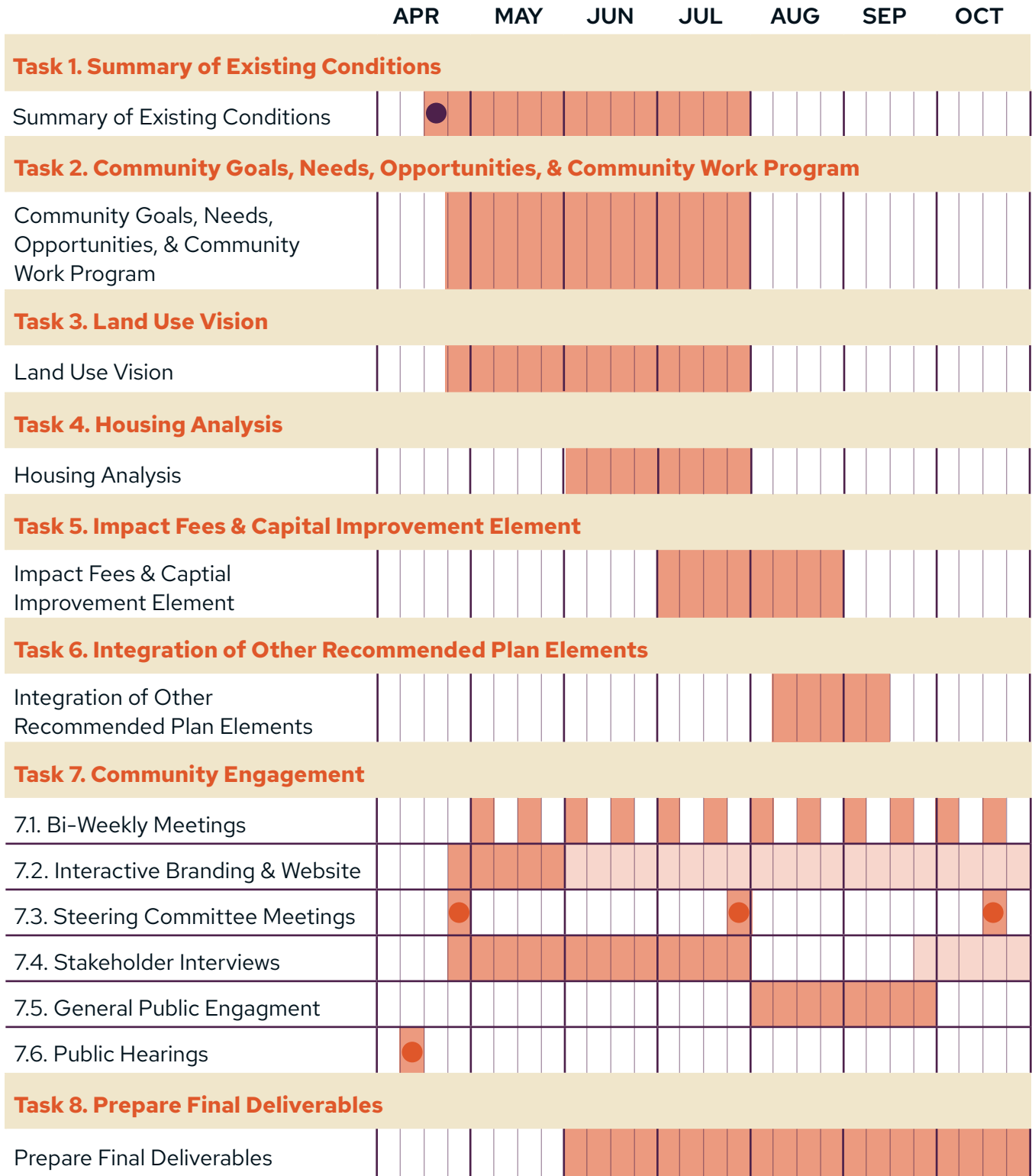
<b>Job Classification</b>	<b>Man Hours</b>
Principal/Director	4
Project Manager	158
Deputy Project Manager	408
Senior Landscape Architect/Senior Planner	0
Senior Graphic Designer	0
Landscape Architect/Urban Designer/Planner	846.5
Landscape Designer/Planning Technician	0
Graphic Designer	281
Professional Interns	0
Administrative	0

<b>Tasks</b>	<b>Man Hours</b>
Task 1. Summary of Existing Conditions	297
Task 2. Community Goals, Needsn & Opportunities & Community Work Program	192
Task 3. Land Use Vision	135
Task 4. Housing Analysis	70
Task 5. Impact Fees & a Capital Improvements Element	80
Task 6. Integration of Other Recommended Plan Elements	80
Task 7. Community Engagement	548.5
Task 8. Prepare Final Deliverables	295
<b>Total</b>	<b>1,697.5</b>

# SCHEDULE

- Kick-Off In-Person
- In-Person Meetings
- Production & Staff Review
- On-Going Tasks
- Adoption

## Months 1-7



# SCHEDULE Continued

## Months 8-15

NOV      DEC      JAN      FEB      MAR      APR      MAY      JUN

### Task 1. Summary of Existing Conditions

Summary of Existing Conditions

### Task 2. Community Goals, Needs, Opportunities, & Community Work Program

Community Goals, Needs, Opportunities, & Community Work Program

### Task 3. Land Use Vision

Land Use Vision

### Task 4. Housing Analysis

Housing Analysis

### Task 5. Impact Fees & Capital Improvement Element

Impact Fees & Capital Improvement Element

### Task 6. Integration of Other Recommended Plan Elements

Integration of Other Recommended Plan Elements

### Task 7. Community Engagement

7.1. Bi-Weekly Meetings

7.2. Interactive Branding & Website

7.3. Steering Committee Meetings

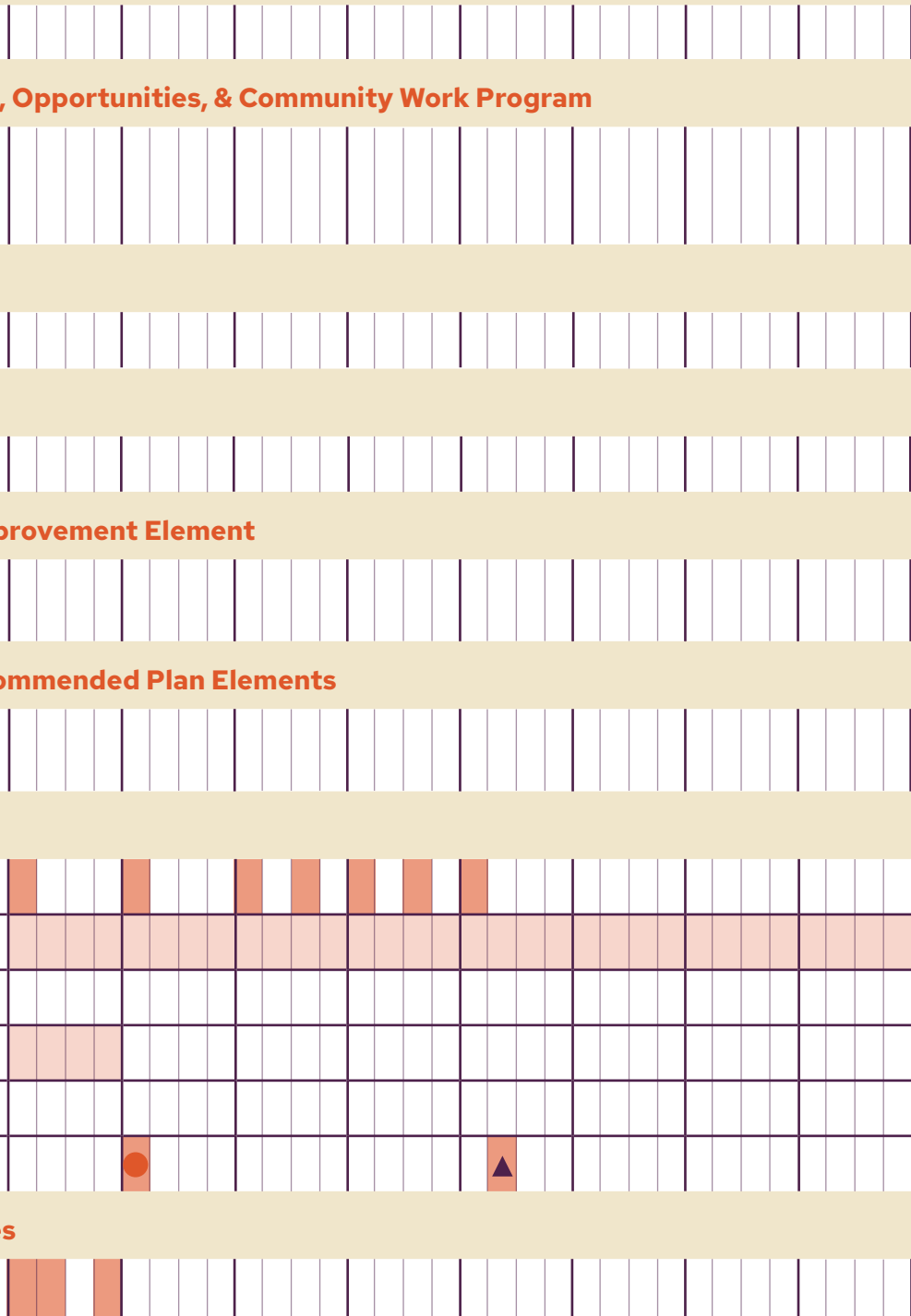
7.4. Stakeholder Interviews

7.5. General Public Engagement

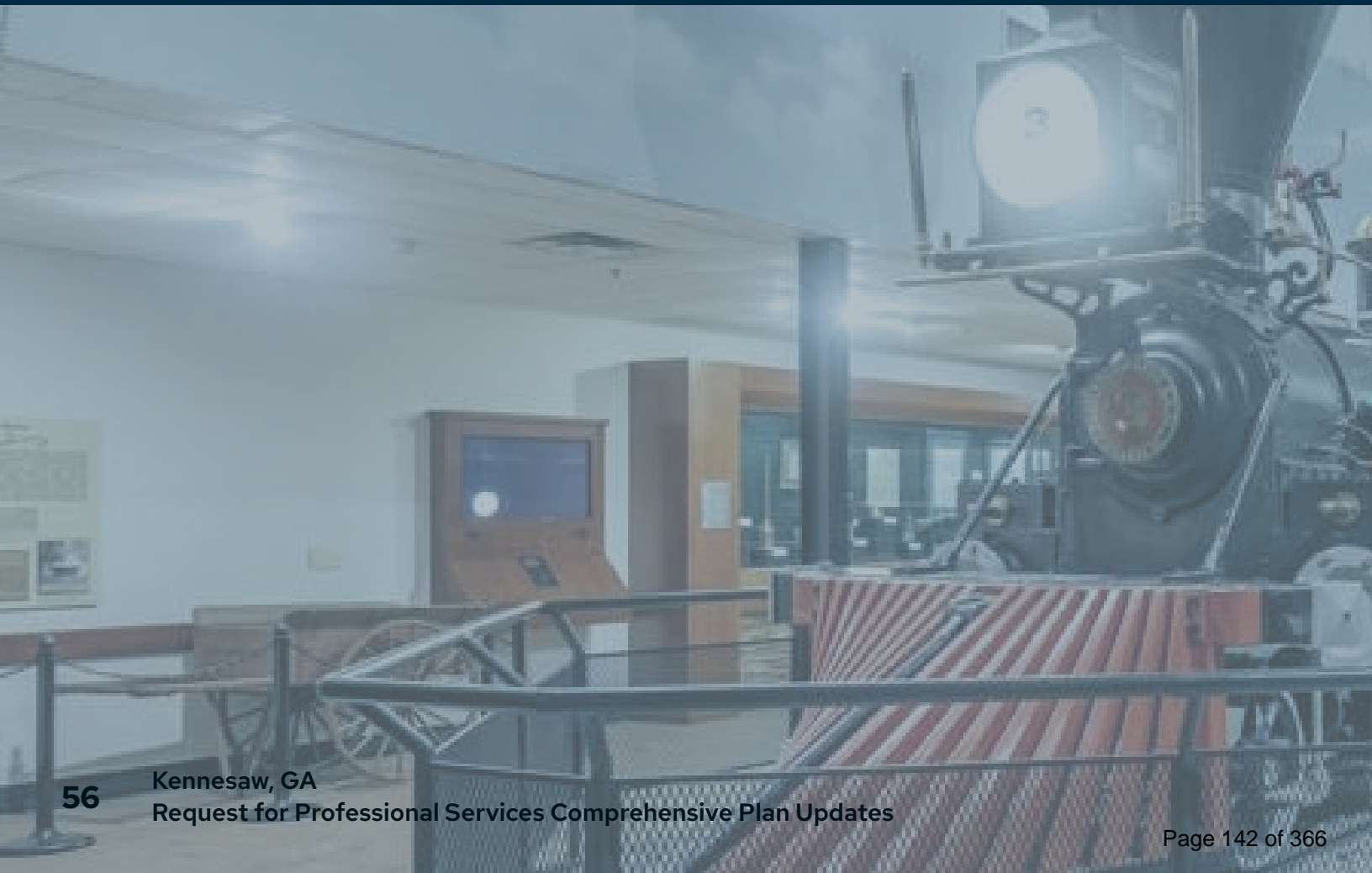
7.6. Public Hearings

### Task 8. Prepare Final Deliverables

Prepare Final Deliverables



# 03



# PROJECT METHOD & APPROACH



# PROJECT APPROACH

The City of Kennesaw is in an enviable position. A City with a rich heritage and the proven ability to balance the best attributes the region has to offer, Kennesaw provides a historic, local feel, while still providing a high quality of life for residents. Kennesaw's geographic location within the region, vibrant downtown, and proximity to major regional amenities, such as Kennesaw State University, the Cobb County International Airport, and Kennesaw Mountain National Battlefield Park, have all contributed to substantial growth in Kennesaw and the region. The City has made it clear, through vision-setting and demonstration through implementation, it has the ambition to become even better by building upon its proven track record to enhance what makes Kennesaw a preeminent community within the region.

The 2027 Comprehensive Plan Update represents a major opportunity to take stock of its successes, strengthen current policies, and address emerging opportunities, as well as identify threats, that have emerged since the last update was performed in 2022. Additionally, this update also provides an opportunity to address the Future Land Use Map, which have not been significantly modified in over ten years, since the 2012 Comprehensive Plan.

Inspire will work alongside the City of Kennesaw to prepare the 2027 Comprehensive Plan Update that will update and replace the 2022 Comprehensive Plan, in line with the rules and regulations set forth by the Georgia Department of Community Affairs. Inspire understands and anticipates this Comprehensive Plan Update to be a significant advancement from to previous updates (2017, 2022) and is committed to providing a document that fully captures the collective vision of the Kennesaw community. As a firm, Inspire is committed to implementation,

not as a visionary statement, but as a practice. The 2027 Comprehensive Plan Update will be a document that provides clear, grounded, and actionable policies and strategies. It will serve as a living document that both sets the vision and provides the exact path required to get there.

Our approach integrates three core components: data driven technical analysis to evaluate planning issues and develop solutions; co creative and innovative stakeholder and public engagement; and a strong focus on actionable, implementation ready outcomes. These components are mutually reinforcing, with technical findings informing engagement strategies and community input shaping analytical priorities, all grounded in what is achievable for Kennesaw over the next 20 years. The result is a Comprehensive Plan Update that not only meets Georgia Department of Community Affairs requirements, but also provides a robust technical foundation for local decision making, demonstrates clear community support, and translates analysis into policy guidance that supports implementation.



The process will begin with a project kick off meeting, during which the Inspire team will collaborate with the project management team to confirm project goals, scope, schedule, budget, and key milestones. Data needs and existing planning challenges will be reviewed, followed by an initial discussion of the public engagement strategy, including digital platforms, project branding, and community outreach materials. Inspire will work closely with Kennesaw's project management team, steering committee, and community partners to design and implement an inclusive engagement process that reaches residents across income levels, backgrounds, ages, and abilities. A combination of in-person and digital engagement tools will ensure the Comprehensive Plan reflects the voices and values of the entire community. Recurring bi-weekly coordination meetings will be established to support ongoing communication, alignment, and project momentum.

In parallel, Inspire's in-house graphic design team will develop a cohesive project brand and visual identity to be applied throughout the planning process. This includes creation of a project logo, tagline, and branded outreach materials. Working collaboratively with City staff and the project management team, we will establish a brand that reflects the City's character, design aesthetic, and project objectives, creating a consistent and recognizable presence for the Comprehensive Plan within the community.

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**"Our approach to planning focuses on robust public engagement and visioning informed by analysis of the latest economic and demographic data."**

*-Inspire Placemaking*



## Task 1. Summary of Existing Conditions

The Inspire team will conduct a focused inventory and assessment of existing conditions to establish a clear baseline understanding for the Comprehensive Plan Update. This will include a thorough review of relevant plans, policies, and data to understand current conditions, progress to date, and key issues and opportunities that will inform future recommendations.

Our team will conduct a detailed literature review of the planning documents identified in Appendix A (page 13) of the Request for Proposal, including the 2022 Comprehensive Plan, adopted ordinances, regional and state planning documents, and other plans related to transportation, economic development, housing, historic and cultural resources, natural resources, infrastructure, and parks and open space. Additional documents provided by the City will be incorporated into this review. A particular emphasis will be placed on evaluating the implementation of the 2022 Comprehensive Plan and identifying areas where the City can continue to build on its success.

The Inspire team will utilize current data sources, best practice tools, and advanced analytical methods to prepare a current and comprehensive picture through documentation and evaluation. This includes looking at area data that describes Kennesaw residents (including socio-demographic information), the physical conditions of the City (including an inventory of existing and planned infrastructure, natural resources, and other amenities), and other major trends and performance indicators (like travel patterns and housing data). Data sources will include, but are not limited to, ArcGIS Pro, U.S. Census and American Community Survey data, ESRI Business Analyst, CoStar, the Atlanta Regional Commission, and City of Kennesaw and Cobb County datasets. This assessment will help highlight trends, disparities, and emerging issues that should be addressed through the Plan Update.

### Key activities will include:

- Collection, review, organization, analysis, and mapping of demographic, spatial, economic, housing, transportation, infrastructure, natural resources, and community facilities data.
- Review, analysis, and summary of City provided planning documents, dating back to 2004.
- GIS-based analysis and mapping to identify development patterns, constraints, and opportunities.
- Identification and summarization of trends, challenges, and emerging issues. Findings will be summarized in a concise, and visual-focused Existing Conditions and Socio-Demographic Profile, of the community. This task will set a basis of understanding for subsequent tasks, providing a snapshot of where the City and its people currently stand, how and why that may have changed over time, and the major trends to keep an eye on when making decisions for the next 20-years.



## Task 2. Community Goals, Needs, Opportunities, & Community Work Program

The Inspire Team will partner with Kennesaw to develop a Community Goals, Needs, and Opportunities Assessment and an implementation focused Community Work Program. Building on the technical analysis completed in Task 1, this effort incorporates a structured SWOT (strengths, weaknesses, opportunities, and threats) framework informed by steering committee, stakeholder, and public input.

This combined technical and community driven process will establish a clear set of priorities reflecting current conditions, long term aspirations, and emerging needs. The approach allows the team to validate priorities carried forward from previous plans, refine those requiring adjustment, and identify new focus areas not previously addressed.

In parallel, Inspire will review existing policies, programs, and development patterns using Quality Community Objectives and guidance from the Georgia Department of Community Affairs to ensure alignment with state expectations and planning best practices. The outcome will be a concise set of community goals and a five-year Community Work Program that translates priorities into actionable projects, implementation of responsibilities, timelines, and potential funding strategies.

### Key activities will include:

- Identification of community needs and opportunities based on outcomes from a review of data and public and stakeholder SWOT analyses.
- Development of a clear set of community goals aligned with Kennesaw’s vision and DCA requirements.
- Preparation of a five-year Community Work Program outlining priority projects, responsible parties, timeframes, and potential funding sources.
- Coordination with City departments to ensure feasibility and alignment with capital planning.

Palm Bay, FL, Visioning & Comprehensive Plan Update Workshop



### Task 3. Land Use Vision

The Inspire team will support Kennesaw in developing a refined Land Use Vision that strengthens community identity, while guiding desired, future growth. This work will focus on updating the City’s character area framework to better reflect existing conditions, anticipated development patterns, and community priorities, while integrating environmental resources, parks and greenspace, and multimodal connectivity.

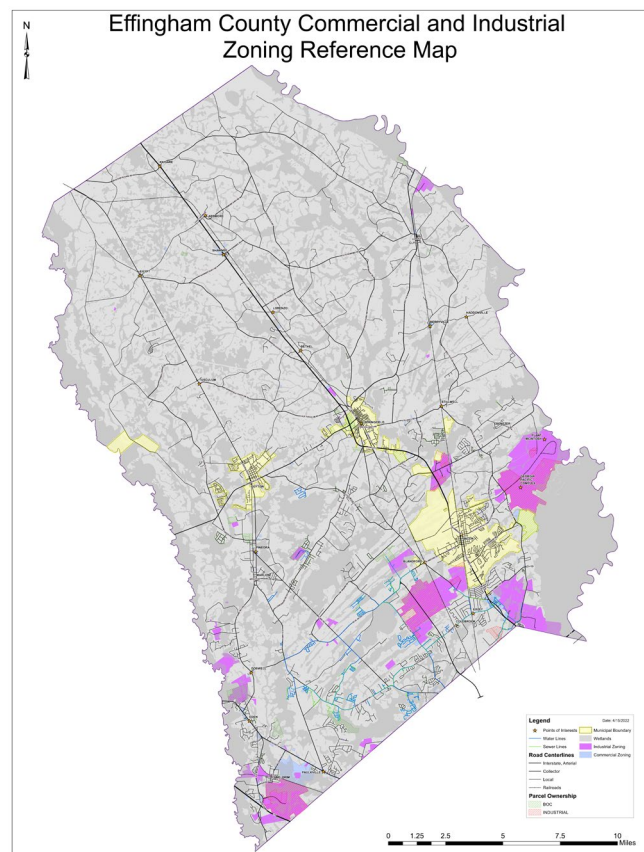
Character areas will be refined and expanded to account for watershed boundaries, historic areas, community nodes, corridors, and business or industrial districts. Within this framework, future land use classifications will be evaluated and adjusted as needed to respond to the context of each character area. Clear descriptions supported by graphics will illustrate desired development character and intensity, and recommendations for zoning and other planning tools will be provided to support implementation.

The Land Use Vision will also emphasize preservation and enhancement of parks, greenspaces, and natural amenities, along with improved connectivity between major destinations through a multi-use path network.

Importantly, the Land Use Vision will provide policy guidance for zoning decisions and development review and within this Task, the Kennesaw UDC will be evaluated for both consistency and alignment with the character areas and future land use with the analysis highlighting areas of misalignment and recommend targeted updates.

#### Key activities will include:

- Evaluation of current land use patterns and development capacity.
- Review of incompatibilities and focus areas from existing character area framework.
- Identification of key opportunity areas, redevelopment corridors, and activity centers.
- Development of a Future Land Use Map that reflects desired development character and intensity.
- Alignment of land use recommendations with transportation, housing, and infrastructure considerations.



Effingham County, GA, Commercial and Industrial Zoning Reference Map

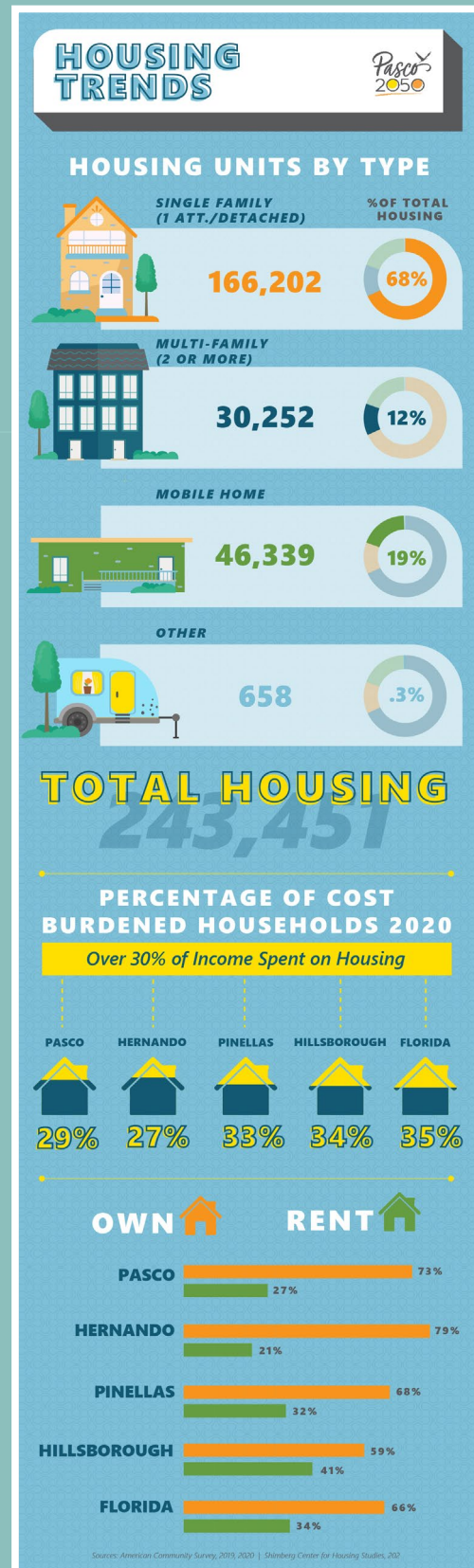
## Task 4. Housing Analysis

To support a diverse and resilient community, the Inspire team will conduct an assessment of current and future housing needs. This analysis will serve as a technical foundation to ensure the Comprehensive Plan Update provides realistic and actionable strategies for housing choice and neighborhood stability.

The Inspire team views housing as one of the most essential elements to the health of a community. Our approach to the housing element focuses on grounding future land use and policy recommendations in market reality and community character. By assessing market conditions, diagnosing the “missing-middle,” and taking a close look at the alignment between jobs and housing. We will deliver a strategy that supports residents through every stage of life. Key activities will include analysis of housing supply, demand, affordability, tenure, and condition; evaluation of demographic trends impacting housing needs (e.g., aging population, workforce housing); and identification of gaps in housing types and price points.

Inspire will prepare a housing analysis that supports the plan recommendations and ensures the proposed plan is realistic. The focus of the analysis will include at minimum:

- An evaluation of the current housing stock, including type, condition, occupancy and affordability.
- Project housing needs over the planning horizon based on demographic forecasts, economic trends, and land availability.
- Identify housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and the missing-middle in the study area. These should align with the Regional Housing Strategy recommendations and the Regional Housing Demand Forecast.
- Provide actionable policy recommendations, programs, and tools to address identified housing needs and support longterm community.



Pasco County, FL, Comprehensive Plan Website Infographic

## Task 5. Impact Fees and a Capital Improvement Element

Many members of our team have served as a Director of Planning, Community Development, and/or Economic Development Departments in local governments throughout the southeast. Through our experience, we understand that a direct alignment between Kennesaw's planning aspirations and its capital foundation is essential for a fiscally sound and stable approach to implementation.

The Inspire team will deliver an updated Capital Improvements Element (CIE) and Impact Fee Analysis that moves beyond simple compliance to serve as a strategic roadmap for growth-related investment. This effort will be fully integrated with the 2027 Comprehensive Plan Update and will adhere strictly to the requirements of the Georgia Development Impact Fee Act and the Department of Community Affairs (DCA).

### Key activities will include:

- Assessment of the City's current CIE, project lists, and cost assumptions to evaluate the efficacy of the existing impact fee structure.
- Update of required service area inventories and performance of a technical evaluation of both existing and projected levels of service for all eligible public facilities.
- Preparation of updated impact fee calculations backed by rigorous documentation, ensuring all figures represent the maximum allowable fees consistent with statutory requirements.
- Production of all necessary CIE components, including the Short-Term Work Program (STWP), financial summaries, and official compliance forms required for DCA submittal.

*Inspire Team Pre-Planning Meeting*



## Task 6. Integration of Other Recommended Plan Elements

The Inspire Team will ensure that Transportation, Economic Development, and Broadband recommendations are fully integrated into the 2027 Comprehensive Plan Update, consistent with the requirements of the Georgia Department of Community Affairs Rules, Chapter 110-12-1, Standards and Procedures for Local Comprehensive Planning.

Our approach will align these elements with existing City and County plans, including the 2021 Strategic Economic Development Plan and the 2022 CobbForward Comprehensive Transportation Plan, to maintain continuity, reinforce priorities, and identify opportunities for synergy across initiatives. Each element will be evaluated for its impact on the updated Land Use Vision, ensuring that recommendations support Kennesaw's character areas, future land use classifications, and overall development goals.

This integrated approach ensures that all recommended plan elements reinforce Kennesaw's long-term vision, promote cohesive growth, and support practical, implementable strategies.

### Key activities will include:

- Reviewing existing Transportation, Economic Development, and Broadband plans for alignment with community priorities and the Land Use Vision.
- Integrating recommendations to ensure consistency across plan elements, including land use, infrastructure, and economic strategies.
- Identifying potential conflicts or gaps between plan elements and providing actionable recommendations to resolve them.
- Coordinating with City departments and stakeholders to confirm feasibility and support implementation.



*Indian River County, FL, Urban Service Boundary Study*

## Task 7. Community Engagement

Inspire is committed to designing a robust engagement process that ensures every resident in Kennesaw has a meaningful opportunity to participate in shaping this plan update. Our approach goes beyond traditional outreach to intentionally include residents across all income levels, racial and ethnic backgrounds, ages, and abilities. We will work with the Ccity and trusted community partners to meet people where they are, using a range of accessible tools and formats that reflect the diverse needs of Kennesaw’s neighborhoods. This includes steering committee meetings, targeted outreach, and a digital website platform with the ability to translate to over 15 languages. Our goal is to ensure that the voices reflected in the Comprehensive Plan truly represent the full Kennesaw community, while meeting the minimum requirements of the Rules of the Georgia Department of Community Affairs, Chapter 110-12-1, Standards and Procedures for Local Comprehensive Planning.

### 7.1 Bi-Weekly Project Management Team meetings

Inspire will routinely hold bi-weekly project management team meetings for the duration of the project (anticipated to be held virtually or via conference call) and will schedule those at project outset.

### 7.2 Interactive Project Branding & Website

As part of the public outreach process Inspire’s graphic design team will collaborate with City staff to develop a unique project brand. The project branding will strengthen communication throughout the development of the Comprehensive Plan update.

Inspire will generate up to two design concepts based on an initial meeting with the City and will further provide two rounds of edits to finalize.

The selected brand will then be utilized on all planning related documents and community outreach materials. In addition, Inspire will develop a project website, which will serve as an online community engagement platform. The website will highlight project milestones and provide real-time updates and relevant project documents throughout the comprehensive plan process. Inspire utilizes Social Pinpoint as our website platform, and we have created over 40 website tools, such as interactive mapping, surveys, before/after visualizations and videos.

In addition to these many features, it also provides a powerful data summary tool whereby all the data gathered on the site can be neatly summarized and organized with the click of a button at the close of the engagement process. Furthermore, the Social Pinpoint website is available in over 15 languages, allowing users to view and interact with the website in the language of their choice.



*Effingham Land Use Plan & Land Development Code Update Engagement Website*





Stonecrest, GA, Steering Committee Meeting #2

### **7.3 Steering Committee Meetings (4-6)**

Our Inspire team has extensive experience working with Steering Committees and has a proven track record of successful facilitations. We understand the City will identify members of the Steering Committee prior to the kickoff meeting. We anticipate meetings with the Steering Committee being in-person and facilitated by the Inspire Team with support from City staff. Steering Committee meetings are most effective when there is a clear purpose, therefore, we propose a minimum four meetings, not exceeding six meetings:

1. A kick-off of the project that includes project overview, goal setting, key dates, and discussion of public input opportunities.
2. Needs and opportunities (SWOT) and plan element drafts in progress.
3. Draft Plan advancement sessions (up to three); and presenting the final draft, including adjustments to the plan based on the final public workshop.

### **Stakeholder Interviews (up to 25)**

Targeted virtual stakeholder interviews (up to 25) will be conducted to gather qualitative input from key leaders, community representatives, and subject matter experts. In coordination with the City's Project Management Team, Inspire will leverage existing stakeholder relationships, including business and property owners, civic leaders, HOA presidents, and apartment community representatives.

The majority of interviews will occur early in the process (April through July) to inform project direction and establish a strong foundation for success. As the project progresses, additional interviews may be scheduled at key milestones to gather feedback on emerging recommendations, ensuring stakeholder perspectives continue to shape the plan.

### General Public Engagement (3)

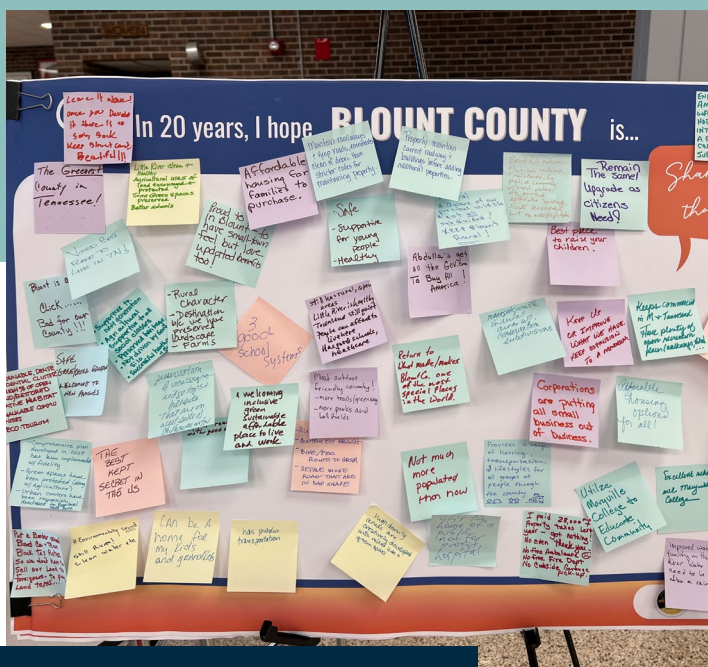
The Open House workshops will provide a platform for the community to discuss findings and give in-person feedback in an informal setting that encourages engagement. Each Workshop will be strategically located and advertised for the maximum amount of public engagement possible. Our team will have facilitators and note-takers on hand to guide participants through the activities, answer questions and capture comments. The three proposed Open Houses will focus on answering:

#### Open House #1:

The first workshop will be designed to introduce the project, goals, key dates, and familiarize and educate participants on the comprehensive planning process and their role. We will prepare several activities and boards to engage community members and to answer the questions: Where are we now? Where do we want to go? Our team has experience creating engaging events and creating meaningful deliverables from the information gathered at these events. Public meetings need to bolster a base level of shared knowledge about existing and future conditions as well as receive and gather the thoughts and ideas of the attendees. Interactive activity stations are key.

#### Open House #2:

The second workshop will focus on gathering residents' opinions on strengths, weaknesses, opportunities, and threats. The SWOT analysis will focus on the priorities set forth in Task 1.



Blount County, TN, Comprehensive Plan Engagment Idea Wall



Stonecrest, GA, Workshop #1

### Open House #3:

Once the preliminary draft is composed, reviewed by both the project management team and the steering committee, and edited by the Inspire team, a third community Open House will be held. This Workshop #3 will summarize Where are We Now; Where are We Going; and How Do We Get There. The community will have the opportunity to provide feedback on the draft document with newly incorporated strategies and implementation priorities. We will work with City's Project Management Team and the Steering Committee to further co-create a strategic engagement plan, building off of our proposal.



Effingham County, GA, Workshop #1



Watkinsville, GA, Public Engagement

# Task 8. Prepare Final Deliverables

The final task will synthesize all components into a refined, accessible, and fully DCA-compliant 2027 Comprehensive Plan Update. The final document will not only meet statutory requirements but will provide a practical, implementation-focused guide to support policy decisions, capital investments, and development over the planning horizon.

Kenly, NC  
Comprehensive Plan

## Key activities will include:

- Preparation of the final Comprehensive Plan document, incorporating maps, graphics, illustrations, and implementation tools.
- Review and revisions based on feedback from City staff, the Planning Commission, and City Council.
- Development of adoption-ready materials in compliance with State of Georgia DCA, Chapter 110-12-1, Standards and Procedures for Local Comprehensive Planning.
- Delivery of digital and print-ready files suitable for long-term use.

### COMMUNITY SNAPSHOT 1

**DEMOGRAPHICS**

**GENDER & RACE OF HOUSEHOLD RESIDENTS**

**TOTAL ONLY OCCUPIED RESIDENTS: 2,527**

**Age:** 0-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65-74, 75+

### HOUSEHOLD INCOME OF OWNER VS RENTER OCCUPIED HOUSEHOLDS

**EDUCATIONAL ATTAINMENT OF RESIDENTS AGES 25+ RELATIVE COMPARED TO COUNTIES STATE**

### LAND USE 2

**INTRODUCTION**

**LAND USE DATA, INVENTORY, & ANALYSIS**

**Single Family Residential (SFR) (R-1, R-2, R-3)**

**Office/Professional (O/P) (O-1, O-2, O-3)**

**Manufacturing (M) (M-1, M-2, M-3)**

### Public/Professional (P) (P-1, P-2, P-3)

**Industrial (I) (I-1, I-2)**

**Low-density (L) (L-1, L-2, L-3)**

**High-density (H) (H-1, H-2, H-3)**

**Office/Professional (O) (O-1, O-2, O-3)**

**Manufacturing (M) (M-1, M-2, M-3)**

**LAND USE DISTRIBUTION**

### HOUSING 3

**INTRODUCTION**

**HOUSING TYPES**

**609** (Single-Family Detached)

**168** (Single-Family Attached)

**170** (Multi-Family Units)

**TOTAL = 947**

### NUMBER OF RESIDENTIAL STRUCTURES BUILT BY DECADE

**31.7% OF RESIDENTS SPEND MORE THAN \$50,000**

**30% OF FAMILIES REPORT ON HOMEOWNERSHIP**

**TOTAL RESIDENTS 160,764**

**724** (Total Residences 1900-2020)

### The final deliverables will include:



Four (4) printed and bound color copies of the Comprehensive Plan and appendices



All electronic files in their native formats (e.g., Word, Excel, InDesign) with supporting graphics



All original GIS shapefiles



One PDF of the full report and all appendices



The final Land Use Vision will exceed minimum requirements, providing clear guidance for zoning, development, and community investment while visually and analytically supporting all plan components.

# W044



# COLLABORATION & PUBLIC PARTICIPATION



# COLLABORATION & PUBLIC PARTICIPATION

Public engagement is the foundation of a successful comprehensive plan. Our approach is designed to support informed decision-making, capture the essence of experiences across Kennesaw, and translate community input into clear, actionable policy direction.

We approach engagement with three core beliefs:

1

*Meaningful input requires education.*

Residents are better equipped to offer constructive feedback when they understand trade-offs, constraints, and opportunities.

2

*Participation should be accessible, flexible, and relevant to daily life.*

Engagement must meet people where they already are: physically, socially, and cognitively.

3

*Individual comments are not the end product.*

Patterns of shared experience, priorities, and concerns are synthesized into policy direction that guides the Comprehensive Plan.

This philosophy ensures that engagement is effective and successful, functioning as civic infrastructure that strengthens both the plan and the community.

Building on these core beliefs, our public engagement program lays out a comprehensive, multi-platform approach aligned with Kennesaw's expectations for transparent, well-documented, and professionally facilitated engagement.

All engagement activities are education-forward and supported by clear, non-technical materials. We will provide steering committee meetings, stakeholder interviews, public open houses, and digital tools to ensure we are gaining input from a range of participants that suits their time, interest, and comfort level.



Watkinsville, GA, Public Engagement

Innovative and creative engagement tactics are paired with professional facilitation and adequate staffing. Our experienced team will support public discussions, manage group dynamics, and ensure productive dialogue at all major meetings. Our team goes beyond just presentations and boards. We like incorporating tactile elements into our engagement. We have used Legos to help the public visual massing and volume. We have also designed games, such as using a Plinko board, as a way to demonstrate preferences. Our team recently employed a “speed dating” concept where our team asked small groups at a workshop to prioritize concepts and/or design preferences for a 15 minute group discussion. Then each group would get another topic for another 15 minutes. All of the feedback from the groups was collected and ranked. We even have used building blocks for children’s activities to spark discussion on the built environment. Our team has gone beyond the presentation style of outreach, which can be intimidating, and has found ways to foster authentic input.

Throughout the process, we foster continuous communication between the public, project team, and City staff. Multiple feedback loops, both in person and online, ensure residents can easily provide input and clearly see how their perspectives are influencing the plan.

Engagement activities are conducted through a mix of in-person and digital formats. All input is systematically documented and analyzed, with individual comments noted. These findings are shared with the City’s Project Management Team and the Steering Committee through clear, accessible summary materials that communicate

what was heard and why it matters. Then, the findings are turned into actionable policies and recommendations within the plan document, designed strategically for implementation.

Targeted stakeholder interviews will be conducted to gather qualitative input from key leaders, community representatives, and subject matter experts. This feedback will help shape the details in the Goals, Objectives, and Policies.

A key component of the engagement process is transparently communicating how engagement input may shape final outcomes. Engagement results may lead to one of several outcomes, including:

- Draft recommendations are adopted and advanced as proposed;
- Draft recommendations are adopted but modified based on community input, feasibility considerations, or policy direction; or
- Draft recommendations are not advanced, with clear explanation provided regarding constraints, trade-offs, or decision rationale.

By clearly articulating these potential outcomes, the process reinforces trust, manages expectations, and demonstrates how public input meaningfully informs policy decisions.



## Outreach and Awareness Strategies

Successful engagement relies on coordinated, clear communication. We will work closely with City communication staff to align messaging, branding, and distribution across official channels. Our approach combines traditional and nontraditional methods:

### Project Website

As mentioned previously, the Inspire team will develop a project website, which will serve as an online community engagement platform. The website will highlight project milestones and provide real-time updates and relevant project documents throughout the comprehensive plan process. Inspire utilizes Social Pinpoint as our website platform, and we have created over 40 website tools, such as interactive mapping, surveys, before/after visualizations and videos. In addition to these many features, it also provides a powerful data summary tool whereby all the data gathered on the site can be neatly summarized and organized with the click of a button at the close of the engagement process. Furthermore, the Social Pinpoint website is available in over 15 languages, allowing users to view and interact with the website in the language of their choice. If the City desires the website to be integrated with the existing website, we will collaborate with City staff and IT support to determine the most effective approach for integration, ensuring alignment with current web standards, branding, accessibility requirements, and City communication protocols.

### Creative Branding

As part of the public outreach process Inspire’s graphic design team will collaborate with City staff to develop a unique project brand. The project branding will strengthen communication throughout the development of the Comprehensive Plan update. Inspire will generate up to 2 design concepts based on an initial meeting with the City and will further provide 2 rounds of edits to finalize. The selected brand will then be utilized on all planning related documents and community outreach materials.

### Digital and Social Media

Short videos, polls, and graphics are used to share updates, highlight participation opportunities, and close the feedback loop.



Watkinsville, GA, Website







# REFERENCES



# WATKINSVILLE, GA

## Downtown Development Authority Strategic Plan

### Project Dates:

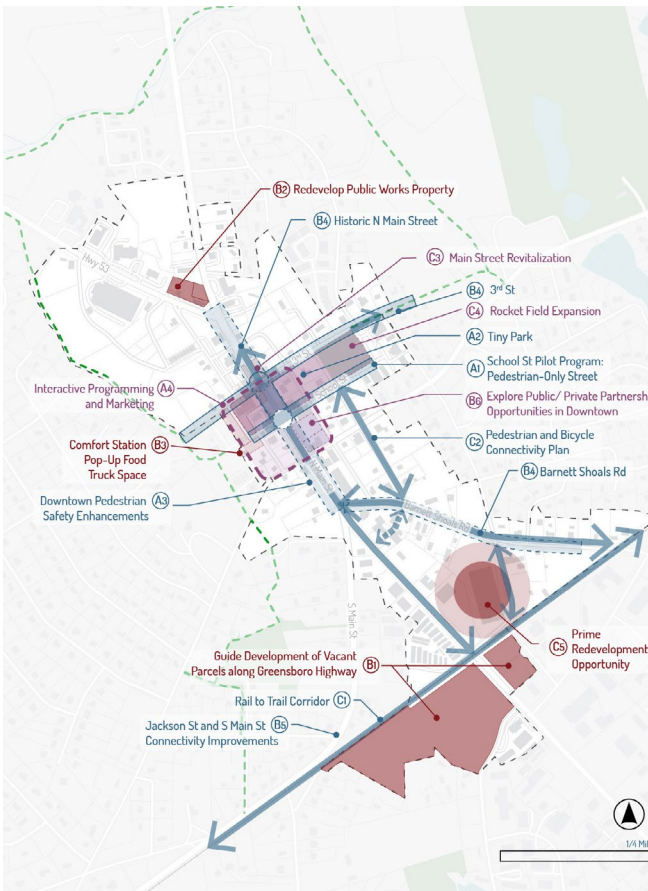
05/2025 - 10/2025

### Client Information:

Watkinsville Downtown Development Authority  
 Jan Watson-Greer, DDA Director  
 706.621.2803  
 jwatsongreer@cityofwatkinsville.com  
 191 VFW Drive, PO Box 27  
 Watkinsville, GA 30677

### Project Description:

The City of Watkinsville’s Downtown Development Authority hired Inspire to create a Downtown Strategic Plan designed to be a short-term road map for economic development and revitalization. The Downtown Strategic Plan focused on developing implementation strategies to be pursued within the 3–5-year planning horizon and will build off the solid community foundation currently in place within the City of Watkinsville generally, and more specifically Downtown. The implementation strategies addressed activity generation, business attraction, funding, public-private partnerships, struck the balance between retaining and accentuating the authenticity and quality of life in, and surrounding, Downtown Watkinsville. Inspire completed this effort in cognizant of the existing Rural Zone designation that was awarded to Watkinsville in November 2023 and what bearing that could have on project implementation.



# WEDDINGTON, NC

## Comprehensive Plan Update

### Project Dates:

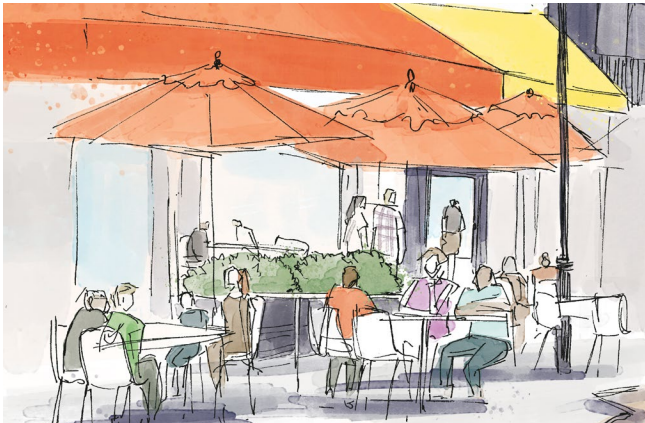
01/2023 - 07/2024

### Client Information:

Town of Weddington, NC  
Karen Dewey, Town  
Administrator  
704.846.2709  
kdewey@townofweddington.com  
1924 Weddington Road  
Weddington, NC 28104

### Project Description:

Weddington has experienced significant growth over the last 30 years. Once a rural area, today it is a suburban community of nearly 14,000 residents located just outside the 485 Beltway. The concerns over growth led the Town to solicit an update to the Comprehensive Plan. Inspire led this effort, rooted in community engagement, to prepare the vision for the community.



# PALM BAY, FL

## Visioning & Comprehensive Plan Update

### Project Dates:

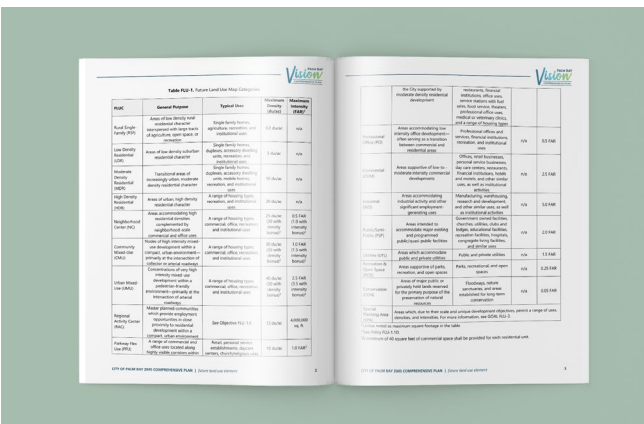
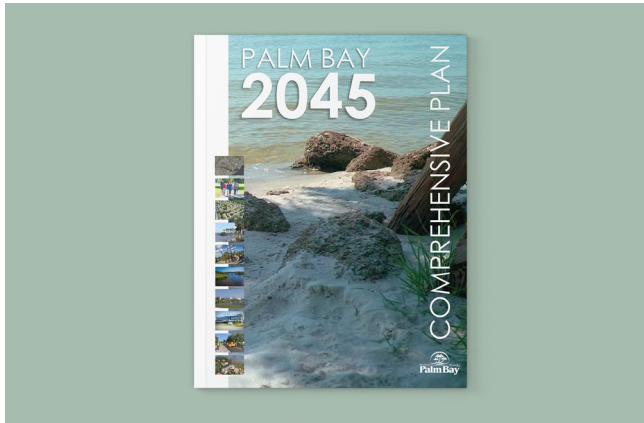
09/2020 - 05/2023

### Client Information:

City of Palm Bay, FL  
Joan Junkala-Brown,  
Melbourne Deputy City  
Manager (formerly with  
Palm Bay)  
321.493.1414  
joan.junkala@mlbfl.org  
120 Malabar Road  
Palm Bay, FL 32907

### Project Description:

Inspire completed a 12-month community visioning effort, as a precursor to the Comprehensive Plan update, for this fast-growing City of more than 125,000 residents. Public engagement efforts included an interactive website, stakeholder interviews, focus groups, and public workshops. The final vision plan included existing conditions, recommendations, and a vision statement. This successful visioning effort provided residents with the first cohesive community vision in Palm Bay's 63-year history. The team fully updated the Comprehensive Plan to implement the community's vision and align the Plan with the desired growth in Palm Bay.



# **FLAGLER COUNTY, FL**

## Comprehensive Plan Update

### Project Dates:

06/2023 - Ongoing

### Client Information:

Flagler County, FL  
 Adam Mengel,  
 Growth Management Director  
 386.313.4065  
 amengel@flaglercounty.gov  
 1769 E. Moody Boulevard  
 Building 2, Bunnell, FL 32110

### Project Description:

From 2020-2023, Flagler County was the fourth-fastest growing county in Florida. In 2023, Inspire commenced an update to the County's Comprehensive Plan. The primary objectives of this update were to maintain consistency with recent changes to Florida Statutes, to implement a shared community vision derived from in-person and online input opportunities, and to address the issues and opportunities identified during the extensive Data & Analysis process. The results of these efforts cumulated in an updated Plan that set the stage for future growth within Flagler County through the 2050 planning horizon.



**PURPOSE**  
 The intent of Flagler Forward is to identify and promote the shared community vision for the future of Flagler County. This vision was developed over the course of eight-month public engagement process undertaken as part of the Flagler County 2050 Comprehensive Plan Update project. The results of this public engagement included:

**THE COMMUNITY VISION**  
 The resulting community vision contained in Flagler Forward is comprised of two parts. The first is the 2050 Community Vision Statement that provides an aspirational framework for the future of Flagler County by the year 2050. The second is Vision Directives, which are eleven actionable, community-driven strategies that can be implemented within the Flagler County 2050 comprehensive plan to help reach the future identified in the vision statement.

<b>1,990</b> Visitors to the Project Website	<b>1,142</b> Surveys Taken*
<b>10</b> Meetings**	<b>17</b> Targeted Input Activities**

\*Flagler results from the Flagler County Survey, Community Vision Exercise, & the Participation Vision Project Survey  
 \*\*Includes both in-person and virtual meetings, as well as community workshops  
 \*\*\*Includes the activities on the project website, held activities at the first community workshop, and the activities of the second community workshop.

**2050 COMMUNITY VISION STATEMENT:**  
 In the year 2050, Flagler County will represent the best Florida has to offer: scenic waterfronts, working farmlands, and charming rural communities preserved through the strategic cultivation and growth of walkable and vibrant neighborhoods served by resilient and sustainable infrastructure.

**VISION DIRECTIVES:**

- Increase resiliency against Natural Disasters
- Improve Ongoing Drainage Systems
- Diversify Local Industry & Employment Opportunities
- Conserve and Encourage Growth in Existing Urban Areas
- Cultivate a More Affordable & Climate-Housing Market
- Ensure a Sufficient & Clean Water Supply
- Conserve the Natural Environment
- Maintain & Improve Public Facilities & Services
- Support Working Agricultural Operations & Industries
- Establish a Connected & Safe Bicycle, E-Bike, & Trail Network
- Preserve the Charm and Character of Rural Communities

A significant amount of input was received during the public engagement process for the Flagler 2050 Comprehensive Plan Update. Although some of the issues and opportunities identified by the public during this process may not be directly related to the Vision Directives listed above, a wide range of topics will still be addressed as part of the update to the Comprehensive Plan. These topics include, but are not limited to, improving the recreation and open space system, increasing access to natural areas, enhancing scenic corridors, protecting historic and cultural resources, expanding transportation options, and much more!

# RINCON, GA

## Unified Development Ordinance

### Project Dates:

12/2023 - 02/2025

### Client Information:

City of Rincon, GA  
 Teri Lewis, AICP,  
 Director of Planning  
 912.826.5996 Ext. 113  
 tlewis@rinconga.gov  
 302 South Columbia Avenue  
 Rincon, GA 31326

### Project Description:

Rincon is a high growth area within Effingham County, GA. The City has a joint Comprehensive Plan with character areas which it intended to incorporate into the ordinance. The existing ordinances were outdated and not unified. The City requested a Unified Development Ordinance which created a more user-friendly, visually intuitive code. Public engagement and feedback were critically important to the City, resulting in a community engagement plan that included stakeholder meetings, a dedicated project website, and a public open house.



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# LITIGATION HISTORY



# LITIGATION STATUS

Inspire Placemaking Collective, Inc. has not been involved with any litigation in the last ten years.





# 2017



# FORMS



**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

72760

EEV/Basic Pilot Program\* User Identification Number

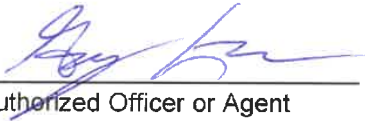
Inspire Placemaking Collective, Inc.

BY: Authorized Officer or Agent Date  
(Contractor Name)

President

Title of Authorized Officer or Agent of Contractor

George Kramer



Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS 17<sup>th</sup> DAY OF February, 2026

Nancy A Pfaff  
Notary Public

My Commission Expires: 3/23/27



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

**RFP: City of Kennesaw Comprehensive Plan Update**


ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date</u>	<u>Acknowledge Receipt (initial)</u>
#1	2/13/2026	GK
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: Inspire Placemaking Collective, Inc.  
(Name of Firm)

  
\_\_\_\_\_  
Signature of Authorized Representative

George Kramer  
Name (Print or Type)

President  
Title

2/17/26  
Date

# FEE STATEMENT

<b>Tasks</b>	<b>Cost</b>
Task 1. Summary of Existing Conditions	\$41,063
Task 2. Community Goals, Needsn & Opportunities & Community Work Program	\$28,013
Task 3. Land Use Vision	\$19,788
Task 4. Housing Analysis	\$11,063
Task 5. Impact Fees & a Capital Improvements Element	\$11,013
Task 6. Integration of Other Recommended Plan Elements	\$11,013
Task 7. Community Engagement	\$86,809
Task 8. Prepare Final Deliverables	\$40,138
<b>Total</b>	<b>\$248,896</b>

# HOURLY RATES

<b>Job Classification</b>	<b>Hourly Rates</b>
Principal/Director	\$200 - \$350
Project Manager	\$165 - \$225
Deputy Project Manager	\$130 - \$165
Senior Landscape Architect/ Senior Planner	\$145 - \$210
Senior Graphic Designer	\$135 - \$185
Landscape Architect/Urban Designer/Planner	\$100 - \$165
Landscape Designer/Planning Technician	\$90 - \$130
Graphic Designer	\$75 - \$90
Professional Interns	\$70 - \$85
Administrative	\$55 - \$85

**SUBMIT COST PROPOSAL IN SEPARATE SEALED ENVELOPE**

**COST PROPOSAL**

- I. TOTAL FIXED PRICE for ALL Requirements  
\$ 248,896 \_\_\_\_\_ (Numbers)  
Two-hundred forty-eight thousand eight-hundred ninety-six dollars \_\_\_\_\_ (Words)

**This is the fixed price that will be used in the evaluation.**

II. ADDITIONAL

State Hourly Rate for Key Positions:

PROJECT TEAM POSITIONS	HOURLY RATE
1. Principal-in-Charge _____	\$ 325 _____
2. Project Manager _____	\$ 213 _____
3. Deputy Project Manager _____	\$ 180 _____
4. Urban Planner and/or Designer _____	\$ 138 _____
5. Graphic Designer _____	\$ 88 _____

6. Other Personnel may be submitted on an additional sheet

Certification of Non-Collusion in Proposal Preparation

 \_\_\_\_\_  
Signature Date 2/12/26

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the City Council within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted.

Legal Business Name Inspire Placemaking Collective, Inc. \_\_\_\_\_

Federal Tax ID 92-1495717 \_\_\_\_\_

Address 4767 New Broad Street, Orlando, FL 32814 \_\_\_\_\_

Representative Signature \_\_\_\_\_

Printed Name George Kramer \_\_\_\_\_

Telephone Number 407.202.8387 \_\_\_\_\_ Fax Number N/A \_\_\_\_\_

E-mail address gkramer@inspireplacemaking.com \_\_\_\_\_



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Kayla Willis, Business License Manager  
**DATE:** April 6, 2026  
**TITLE:** **Alcohol License: Smash Hit Burgers**  
 Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Smash Hit Catering, LLC D/B/A Smash Hit Burgers located at 2921 Cherokee Street NW Kennesaw, GA 30144. Applicant: Cynthia Daniel

---

### Summary:

The applicant has 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 check 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 and within 600 feet of a public building. Sec. 6-42 refers to all locations within 300 feet of a private residence. Sec 6-43 refers to all locations within 600 feet of a public building. Both sections 6-42 and 6-43 indicate 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 or public building.

### Recommendation:

The Finance Director recommends approval.

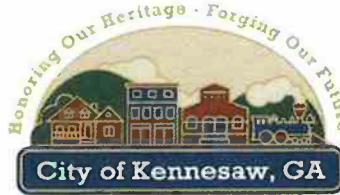
### Fiscal Impact:

100-0000-32-190000-00000: Application Fee \$350.00

### Attachments:

1. SMASH HIT BURGER ALCOHOL REDACTED-2026 final\_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):	
<input type="checkbox"/> Liquor <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Growler <input checked="" type="checkbox"/> Sunday Sales	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retail Package <input checked="" type="checkbox"/> Retail Pouring	<input checked="" type="checkbox"/> Restaurant <input type="checkbox"/> Night Club <input type="checkbox"/> Grocery Store <input type="checkbox"/> Lounge <input type="checkbox"/> Private Club	<input type="checkbox"/> Bottle House <input type="checkbox"/> Convenience Store <input type="checkbox"/> Indoor Entertainment Hall <input type="checkbox"/> Hotel/Motel <input type="checkbox"/> Package Store
Business Information			
Full Name of Business: SMASH HIT CATERING, LLC			
Doing Business As (DBA): SMASH HIT BURGERS			
Anticipated start date of business: FEBRUARY 1, 2026			
Business Location: <small>Street Address</small> 2921 CHEROKEE STREET, NW			<small>Suite</small>
<small>City, State</small> KENNESAW, GA		<small>Zip</small> 30144	
Phone: [REDACTED]		Email: info@smashhitburgertruck.com	
Mailing Address: <small>Street Address</small> 139 HIDDEN LAKE CIRCLE			<small>Suite</small>
<small>City, State</small> CANTON, GA		<small>Zip</small> 30114	
Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC			
If Partnership or LLP, fill out page 3. If Corporation or LLC, fill out page 4.			
Location Information			
Property Owner of Business Location: DALE HUGHES			
Owner's Address: 2950 CHEROKEE STREET, BUILDING 400			<small>Suite/Apt</small>
<small>City, State</small> KENNESAW, GA		<small>Zip</small> 30144	
This location is: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Pre-existing			
Do you have a certified survey of the location of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Does the certified survey indicate that the business is outside of the designated distance of the following?			
Private Residence.....300 feet radius	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
School or College.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Church.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Public Building.....600 feet radius	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Hospital.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Public Park.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Day Car Center*.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Alcohol or Drug Treatment Center...600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.			



**Additional Limitations for Package Stores:**

**Package Sales- Liquor:**

- School or College.....300 feet radius  Yes  No
- Retail Liquor Package Store.....1500 feet radius  Yes  No
- Church.....300 feet radius  Yes  No
- Day Care Center\*.....300 feet radius  Yes  No
- Alcohol or Drug Treatment Center.....300 feet radius  Yes  No



\*Must accept GA PreK or Head Start Program and provide for the purchase of Membership 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? **2510**

How many square feet is the bar area? **336**

What % of the total dining space is the bar area? **13.3%**

Number of pool tables: **0**

Number of video game machines: **0**

Size of the dance floor: **0**

Amount for cover charge: **\$ 0**

Will the location have a DJ?  Yes  No

If yes, how many times per week?

### Corporation or LLC Information

Corporation or LLC Name: <b>SMASH HIT CATERING, LLC</b>	
Partner/Member Name: <b>CYNTHIA DANIEL</b>	Partner/Member Name:
Position: <b>REGISTERED AGENT</b>	Position:
% of Ownership: <b>100%</b>	% of Ownership:
SSN: [REDACTED]	SSN:
Date of Birth: [REDACTED]	Date of Birth:
Phone: [REDACTED]	Phone:
Email: <b>info@smashhitburgertruck.com</b>	Email:
Home Address: [REDACTED]	Home Address:
City, State: [REDACTED] <b>GA</b> Zip: <b>30066</b>	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:
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: [REDACTED]

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

Lender	Address of Lender	Amount	Date	Interest Rate

Name of CPA or Accounting Firm: **B&B ACCOUNTING & TAX SERVICES**

Address of CPA or Accounting Firm: Street Address **913 N TENNESSEE STREET**

Suite **103**      City/State **CARTERSVILLE, GA**      Zip **30120**

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: **ZACHARY PATTERSON**      Compensation Amount: [REDACTED]

Mailing Address: Street Address [REDACTED]      Apt/Suite

City, State [REDACTED], **GA**      Zip **30114**

Name of Manager:      Compensation Amount:

Mailing Address: Street Address [REDACTED]      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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Convicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Detained	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Indicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Pled Guilty	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Pled Nolo Contender	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
On Probation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Any Pending Criminal Charges	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.

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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.

**N/A**

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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:

**SERVE SAFE ; 4 HOURS**

**ANNUAL TRAINING WILL BE REQUIRED FOR 2-4 HOURS**

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

**CERTIFICATE**

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## 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.

**Every patron who purchases alcohol will be asked to provide a valid ID stating their legal age of 21 or over**

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:

**Signs indicating Photo ID Required for All Alcoholic Beverage Sales**

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
10/2013-6/2024	Carmen V. Porreca, P.C.	Marietta	GA	Office Manager	

List the previous residences of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Street Address	City	State
11/1998 to present		Marietta	GA

City of Kennesaw  
2529 J.O. Stephenson Avenue  
Kennesaw, GA 30144  
(770) 424-8274  
www.kennesaw-ga.gov



Business License Office  
3080 Moon Station Road  
Kennesaw, GA 30144  
(770) 429-4540  
businesslicense@kennesaw-ga.gov

## Application Agreement

I, Cynthia Daniel 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 17 DAY OF  
NOVEMBER, 2025

\_\_\_\_\_  
Notary Public



Cynthia Daniel  
Signature of Applicant  
Richard Daniel  
Signature of Spouse of Applicant

\_\_\_\_\_  
Signature and title of person other than applicant filling out this Application

\_\_\_\_\_  
Printed Name Phone Number

\*\*Official Use by the City of Kennesaw ONLY\*\*

Application received by the City of Kennesaw by: Meredith Staton  
Application to be heard by Mayor & Council on 04/06/2026 at 6:30pm  
Date Time

\*\*This section is for the Zoning Division of the City of Kennesaw ONLY\*\*

How is the proposed location zoned? Central Business District (CBD)

Zoning verified by the following Zoning Division staff member: CMC

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

If new establishment, parking has been verified by the following Zoning Division staff member: N/A

**2921 CHEROKEE ST,  
KENNESAW, GA 30144  
PID: 20013801180**

THERE ARE NO SCHOOLS, COLLEGES,  
CHURCHES, LIBRARIES, PARKS,  
ALCOHOL TREATMENT CENTERS, OR  
PUBLIC HOUSING AUTHORITY  
PROPERTY LOCATED WITHIN A 300'  
RADIUS OF ENTRANCE TO THIS SITE  
OTHER THAN INDICATED ON THIS  
MAP.

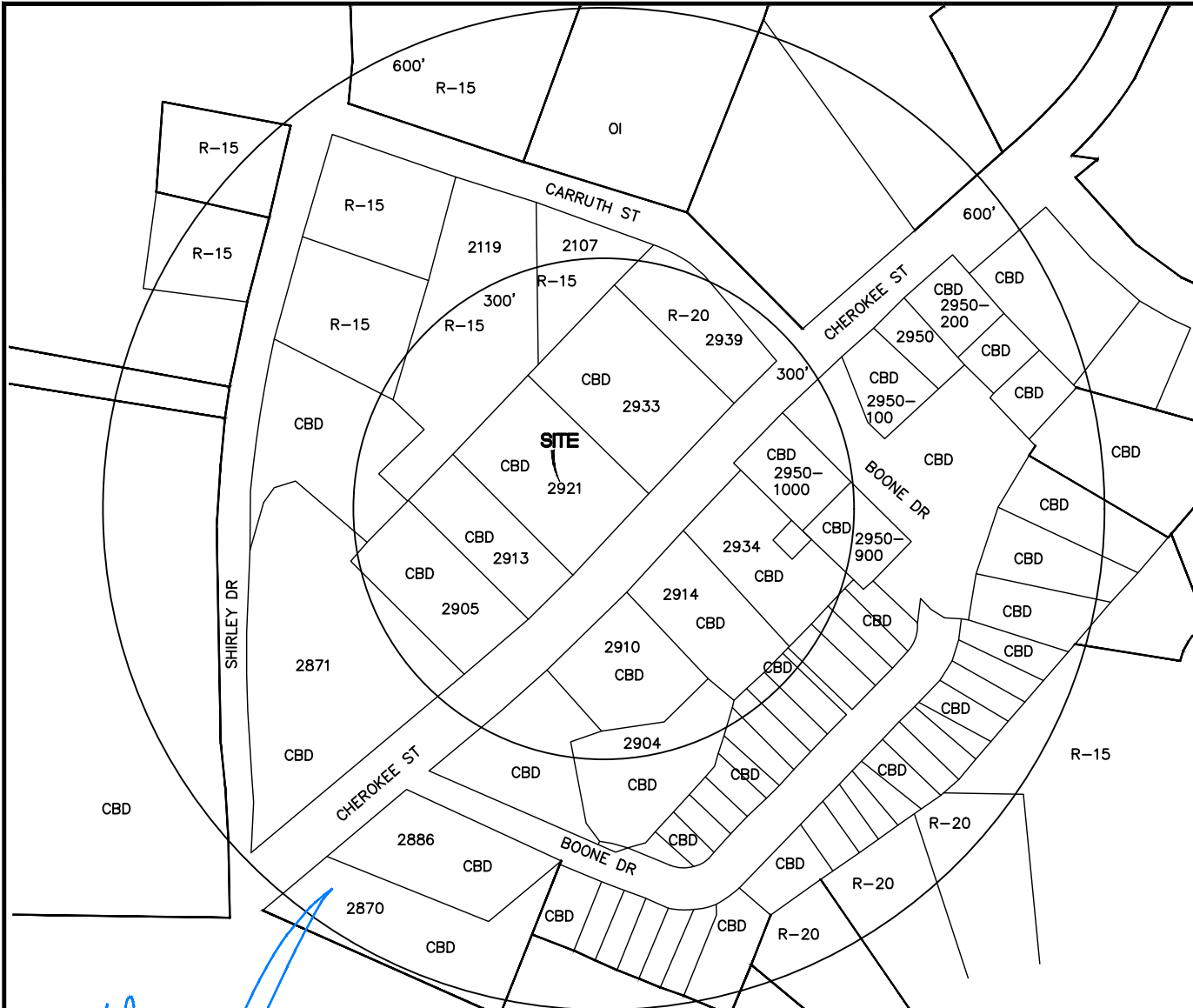
ALL DISTANCES MEASURED  
FROM MAIN ENTRANCE OF  
SUBJECT PROPERTY.  
(STRAIGHT LINE DISTANCE  
TO NEAREST PROPERTY LINE)

- 212 FEET TO THE NEAREST  
RESIDENCE 2939 CHEROKEE ST  
ZONED R-20
- 137 FEET TO THE NEAREST  
RESIDENCE 2913 CHEROKEE ST  
ZONED CBD
- 134 FEET TO THE POLICE ANNEX  
BUILDING
- 2,001 FEET TO KENNESAW FIRST  
BAPTIST CHURCH
- 1,821 FEET PRINCETON PREPARATORY  
SCHOOL
- 9,134 FEET NORTH GEORGIA RECOVERY  
CENTER
- 9,768 FEET KSU HORACE W  
STURGIS LIBRARY
- 961 FEET TO PIEDMONT BANK  
AMPHITHEATER AND KENNESAW  
DEPOT PARK

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 200 ft.



FOR THE FIRM OF FRONTLINE  
SURVEYING & MAPPING, INC.  
JOB #: 87084

**ALCOHOLIC BEVERAGE LICENSE SURVEY  
SMASH HIT BURGERS  
RESTAURANT**

CITY OF KENNESAW

DATE	01/29/26
REV	
REV	

LAND LOT 138 20TH DISTRICT 2ndSECTION COBB COUNTY, GEORGIA

AN ELECTRONIC TOTAL STATION AND A 100' CHAIN WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT. 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 © 2026 FRONTLINE SURVEYING AND MAPPING, INC. \*\*\* ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED \*\*\*

3595 Canton Road  
Suite 312, PMB 272  
Marietta, GA 30066  
Ph. (678) 355-9905  
Fax (678) 355-9805  
www.frontlinesurveying.com

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: <b>SMASH HIT BURGERS</b>		
Address of Establishment: <small>Street Address</small> <b>2921 CHEROKEE STREET, NW</b>		
Suite	City/State <b>KENNESAW, GA</b>	Zip <b>30144</b>
Licensee's Name: <b>CYNTHIA DANIEL</b>		
<b>FOOD SALES AND ALCOHOLIC BEVERAGE SALES:</b> 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: <b>November 2024 - November 2025</b>		
<i>*If existing business, must be a 12 month period. If new business, must be 12 months estimate.*</i>		
Gross Receipts from Food Sales this period:	\$ <b>[REDACTED]</b>	( <b>100</b> % )
Gross Receipts from Alcoholic Beverage sales this period:	\$ <b>[REDACTED]</b>	( <b>0</b> % )
Total Food Sales and Alcoholic Beverage Sales this period:	\$ <b>[REDACTED]</b>	( <b>100</b> % )
Briefly describe the method by which receipts are divided daily into food sales and alcohol sales: <b>We currently do not sell alcohol</b>		

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.

Kelli Westbrook                      B&B Income Tax & Accounting      678-654-6171  
 \_\_\_\_\_  
 CPA Name (Printed)                      Name of CPA Firm                      Phone Number of CPA  
*Kelli Westbrook*                      913 N Tennessee St. Suite 103, Cartersville, GA 30120  
 \_\_\_\_\_  
 CPA Signature                      Business Address of CPA

SWORN UNDER OATH THIS 16<sup>th</sup>  
 DAY OF December, 20 25.

*Cynthia Daniel*  
 Signature of Notary Public



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.

Cynthia Daniel  
Signature of Licensee/Owner

11/17/25  
Date



SWORN UNDER OATH THIS 17  
DAY OF NOVEMBER, 2025.

[Signature]  
Notary Public

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

<b>OWNER/LICENSEE PERSONAL STATEMENT</b>					
Full name of licensee (no initials): <b>CYNTHIA ANN DANIEL</b>					
Home Phone: <b>N/A</b>					
Cell Phone: [REDACTED]					
Home Address: <small>Street Address</small> [REDACTED]					
Suite		<small>City, State</small> [REDACTED], <b>GA</b>		Zip <b>30066</b>	
Business Address: <small>Street Address</small> <b>2921 CHEROKEE STREET NW</b>					
Suite		<small>City, State</small> <b>KENNESAW, GA</b>		Zip <b>30144</b>	
Age: <b>56</b>		Sex: <b>F</b>	Race: <b>WHITE</b>	Height: <b>5' 6"</b>	Weight: <b>150</b>
Hair Color: <b>BROWN</b>			Eye Color: <b>BROWN</b>		
Social Security Number: [REDACTED]			Date of Birth: [REDACTED]		
Place of Birth: <b>ATLANTA, GEORGIA</b>					
Are you a U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			If yes: <input checked="" type="checkbox"/> By Birth <input type="checkbox"/> Naturalized		
If you are a Naturalized Citizen, please provide your certificate #: _____ <small>*Provide original naturalization certificate or U.S. Passport</small>					
If a legal permanent resident, please provide alien registration #: _____ <small>*Provide copy of I-551 card</small>					
Derived Parents' Certificate #s: _____					
Date and Port of Entry: _____					
How long have you resided in the State of Georgia? <b>56 YEARS</b>					
How many years have you been at your current address? <b>27 YEARS</b>					
Marital Status: <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced					



If married, please complete the following information on your spouse:

Full Name of Spouse: **KIMBALL G DANIEL**

Spouse's Maiden Name:

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Place of Birth: **DALTON, GA**

Place of Marriage: **CHARLESTON, SC** Date of Marriage: **11/19/1999**

Spouse's Employer: **RETIRED**

Employer's Address: Street Address

Suite City, State Zip

Is your spouse a U.S. Citizen?  Yes  No If yes:  By Birth  Naturalized

If your spouse is a Naturalized Citizen, please provide your certificate #: \_\_\_\_\_

\*Provide original naturalization certificate or U.S. Passport

If spouse is a legal permanent resident, please provide alien registration #: \_\_\_\_\_

\*Provide copy of I-551 card

Derived Parents' Certificate #s: \_\_\_\_\_

Date and Port of Entry: \_\_\_\_\_

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent	<b>ORLANDA MCLUCAS</b>	[REDACTED] <b>DOUGLASVILLE, GA 30134</b>
Parent		
Sibling	<b>JOHN MCLUCAS</b>	<b>DALLAS, GA</b>
Sibling		
In-Law	<b>KENDALL DANIEL</b>	<b>MARIETTA, GA</b>
In-Law	<b>KELSEY MCLUCAS</b>	<b>DALLAS, GA</b>

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:

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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:

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Please fill out the following information concerning your education:

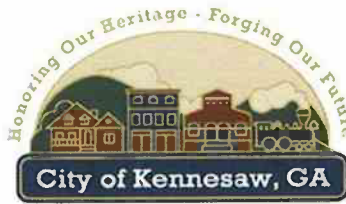
Dates Attended	School Name	School Address	Degree Received
1983-1987	DOUGLAS COUNTY HIGH SCHOOL	DOUGLASVILLE, GA	HIGH SCHOOL DIPOLMA
1987-1990	GA STATE UNIVERSITY	ATLANTA, GA	N/A

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.

Cynthia Daniels  
Signature

11/17/25  
Date

City of Kennesaw  
 2529 J.O. Stephenson Avenue  
 Kennesaw, GA 30144  
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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: <b>CYNTHIA A DANIEL</b>	
Date of Birth: [REDACTED]	Social Security Number: [REDACTED]
Residence Phone: [REDACTED]	Name of Spouse: <b>KIMBALL G DANIEL</b>
Residence Address: <small>Street Address</small> [REDACTED] <small>Suite</small>	
<small>City/State</small> <b>MARIETTA, GA</b>	<small>Zip</small> <b>30066</b>
Business/Organization: <b>SMASH HIT CATERING, LLC</b>	Business Phone: <b>678-557-7727</b>
Are you a Partner or Officer in any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Assets	Liabilities
Cash on hand in banks: [REDACTED]	Notes payable to banks- Secured: [REDACTED]
Accounts Receivable:	Notes payable to banks- Unsecured:
Stocks & Bonds: [REDACTED]	Accounts Payable:
Real Estate: [REDACTED]	Unpaid Taxes:
Cash Value of Life Insurance:	Mortgage on Real Estate: [REDACTED]
Automobiles: [REDACTED]	Other Debts (Itemize):
Deposit Accounts:	Total Liabilities: [REDACTED]
Credit with Financial Institutions: [REDACTED]	Net Worth:
Other Assets (Itemize):	<b>Total Assets and Net Worth:</b> [REDACTED]
<b>Total Assets:</b> [REDACTED]	

Income Information	
Source of Annual Income: <b>PAYCHECK</b>	Salary: [REDACTED]
Bonus & Commissions:	Dividends:
Alimony and Child Support:	Separate Income:
Itemize all loan sources and interest: _____ _____ _____ _____	Other Income (Itemize): <b>SPOUSES SOCIAL SECURITY</b> [REDACTED] _____ _____ _____
<b>Total Income:</b>	
Additional Information Requested	
Do you have any unsatisfied judgments or lawsuits pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are any of your prior income tax returns bring contested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, what do you estimate your additional payment to be? _____	
Are any assets pledged or in joint names other than as described above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever declared bankruptcy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have a will? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, please fill out the following:	
Beneficiary: _____	
Executor: _____	

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Cynthia Daniel  
Signature

11/17/25  
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.

Cynthia Daniel  
Signature of Applicant

11/17/25  
Date

CYNTHIA DANIEL  
Printed Name

GEORGIA  
DRIVER'S LICENSE

DRIVER'S LICENSE

DL



Governor: *B. Perdue*

4d DL NO. [REDACTED] 3 DOB [REDACTED]  
9 CLASS C 4b EXP 10/22/2032

Commissioner: *Stephanie R. Nunez*



2 CYNTHIA ANN  
1 DANIEL

6 [REDACTED]  
MARIETTA, GA 30066-3454  
COBB

12 REST A  
9a END NONE  
4a ISS 10/16/2024

15 SEX F 18 EYES BRO  
16 HGT 5'-06" 17 WGT 140 lb [REDACTED]


*Cynthia Daniel*

5 DD 579110973040020000

♥ ORGAN DONOR

10010675392

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

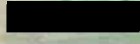




MEDICAL INFORMATION: NONE

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

ENDORSEMENTS: NONE

RESTRICTIONS: A-None



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about how to serve alcohol responsibly.

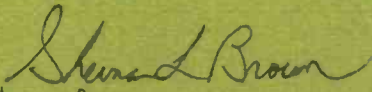
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

**ServSafe**

ID # 28055608  
CARD # 28337430

**ServSafe Alcohol® CERTIFICATE**

CYNTHIA DANIEL

NAME  
12/2/2025

DATE OF EXAMINATION  
Card expires three years from the date of examination. Local laws apply.



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**Sherman Brown**  
Executive Vice President, National Restaurant Association Solutions

*Sherman Brown*

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122, ext. 6703

NATIONAL RESTAURANT ASSOCIATION

238 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.715.1010 in the Chicago area  
[ServSafe.com](http://ServSafe.com)

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**LEASE**

THIS LEASE (the "Lease"), is made and entered into effective as of October 22, 2025 (the "Execution Date"), by and between **2921 CHEROKEE STREET LLC**, a Georgia limited liability company and **2927 CHEROKEE STREET LLC**, a Georgia limited liability company (hereinafter collectively referred to as "Landlord"), and **SMASH HIT CATERING LLC**, a Georgia Limited Liability Company, operating under the trade name of Smash Hit Burgers (hereinafter referred to as "Tenant").

**WITNESSETH:**

In consideration of the obligation of Tenant to pay Rent, as more fully defined below in Article I, and in consideration of the other terms, covenants, and conditions hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, as more fully defined below in Article I, which Premises are commonly known as 2921 and 2927 Cherokee Street, Kennesaw, Georgia 30144.

TO HAVE AND TO HOLD the Premises for the Lease Term, as more fully defined below in Article I.

**ARTICLE 1. DEFINITIONS**

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 Article, and only such meanings, unless such meanings are expressly limited or expanded elsewhere herein:

**1.1 ADDITIONAL RENT.** The estimated total Additional Rent at the Lease Execution Date is [REDACTED] monthly which is estimated as follows:

Operating Costs ("CAM"):	not applicable
Real Estate Tax:	[REDACTED]
Property and Liability Insurance:	[REDACTED]

The Premises are "single user" for Tenant. Base Rent shall be "triple net", so this definition sets forth the estimated Additional Rent applicable under the concept of "triple net." Any Common Areas outside the interior space at the Premises will be maintained and controlled by Tenant as part of its operations. Landlord shall not manage nor charge for their maintenance. In addition, Landlord will work with Tenant to purchase a "Lessor's Risk Policy" for Landlord pursuant to Section 3.2 of this Lease that best fits with Tenant's insurance policy required by Section 13.1 of this Lease to minimize the insurance expense upon Tenant while eliminating any gaps in coverage to the mutual benefit and protection of both Landlord and Tenant. Tenant will pay that Lessor's Risk Policy monthly or annually (in full). Tenant will also pay the real estate taxes for the Premises evenly disbursed throughout the calendar year as an addition to monthly Base Rent. Additional Rent shall adjust as the cost of insurance and/or property taxes increases during the Lease Term.

Landlord and Tenant agree, for up to 24 months, that the Real Estate Tax and Property and Liability Insurance will be paid by Landlord. Tenant will pay 10.5% of Gross Revenue from the Premises to Landlord on a Quarterly basis, to be reviewed by both Tenant and Landlord every 6 months. Failure of Tenant to pay the percentage of Gross Revenue for 3 quarters will result in a Default and Eviction, unless Tenant agrees to convert the Lease to absolute NNN and pay in full the balance past due. The base rent will remain at [REDACTED] during this revenue sharing period but will revert back to the Base Rent referenced below in Section 1.3 on or before Year 3.

**1.2 ADVANCE RENT PAYMENT.** Tenant shall pay the first month's Rent upon the Execution Date of this Lease in the amount of [REDACTED]

**1.3 BASE RENT.** The Base Rent for the initial Lease Term shall be the following monthly amounts:

Year 1:	[REDACTED]	monthly
Year 2:	[REDACTED]	monthly
Year 3:	[REDACTED]	monthly
Year 4:	[REDACTED]	monthly
Year 5:	[REDACTED]	monthly
Year 6:	[REDACTED]	monthly
Year 7:	[REDACTED]	monthly
Year 8:	[REDACTED]	monthly
Year 9:	[REDACTED]	monthly
Year 10:	[REDACTED]	monthly
Last 6 months of Initial Term:	[REDACTED]	monthly

**1.4 BROKER.** Landlord and Tenant acknowledge and affirm to the other that no brokers other than Atlanta Communities Real Estate Brokerage ("Landlord's Broker") has been involved in this transaction. Landlord's Broker is collectively referred to as the "Broker." The Broker shall be paid by Landlord according to the terms of a separate agreement between Landlord and the Broker.

**1.5 BUILDING.** The term "Building" shall mean those two buildings identified in the definition of Premises.

**1.6 EXPIRATION DATE.** Ten (10) years and six (6) months after the Execution Date of this Lease unless terminated due to default or unless the then expiring Lease Term is extended pursuant to an Option Term(s) extension.

**1.7 GUARANTORS and GUARANTY.** Zac Patterson ("Guarantor") shall guarantee payment and performance of Tenant under the Lease pursuant to the form of Guaranty attached as Exhibit "A" to this Lease (the "Guaranty"). The Guaranty covers commissions payable by Landlord to the Broker (if Tenant defaults), Base Rent, Additional Rent and the obligations of Tenant under this "triple net" Lease. If Tenant defaults, Guarantor shall pay to Landlord all commissions paid by Landlord to or payable by Landlord to Broker. The Guaranty burns off at twenty percent (20%) of the total exposure of Guarantor per year after the Rent Commencement Date so long as Tenant is not in default. Assuming no defaults, the Guaranty would expire in five (5) years after the Rent Commencement Date.

**1.8 LAND.** A lot of approximately 0.61 acres as shown on Exhibit "B" attached to this Lease.

**1.9 LEASE TERM.** The initial Lease Term is ten (10) years and six (6) months commencing on the Execution Date of this Lease and terminating at midnight on the Expiration Date.

**1.10 LANDLORD'S MAILING ADDRESS.** 2950 Cherokee Street, Building 400, Kennesaw, Georgia 30144 (Attention: Dale Hughes) or such other address as Landlord, from time to time, may designate in a written Notice (as defined herein below) to Tenant.

**1.11 OPTION TERM(S).** So long as Tenant has not been in default under the Lease, Tenant shall have two options to extend the Lease Term by 5 years. Tenant must notify Landlord of its intent to extend the Lease Term by providing at least 180 days prior written notice. Base Rent during the renewal terms shall increase by three percent (3%) each year during the renewal term over the prior year's Base Rent.

- 1.12 PERMITTED USE.** Premises shall be used for a hamburger and milkshake establishment with a sample menu similar to that attached as Exhibit "C" to this Lease in accordance with City of Kennesaw, County of Cobb, State of Georgia laws and for no other use whatsoever.
- 1.13 PREMISES.** The Premises consists of approximately 5,099 of useable space located in the buildings at 2921 Cherokee Street and 2927 Cherokee Street along with the covered porches between those buildings along with the Land which includes a front yard area and rear parking for the Premises as approximately depicted on Exhibit "B" attached to this Lease. Landlord will remove any of the FF&E currently in the Premises that Tenant does not want. Tenant will provide a list of the items not wanted within 5 business days of the Execution Date of the Lease.
- 1.14 RENT.** The Base Rent and the Additional Rent.
- 1.15 RENT COMMENCEMENT DATE.** Tenant's obligation to pay Base Rent and Additional Rent shall commence 180 days after the Execution Date of the Lease. Any "free rent" is solely a function of Tenant opening earlier than its anticipated 180-day buildout period. Tenant shall be responsible for procuring its business license and a certificate of occupancy for Tenant's buildout of the Premises per Tenant's plans which shall be approved by Landlord in advance ("Tenant's Work"). Landlord is responsible for Landlord's Work as set forth in Exhibit "D" to this Lease.
- 1.16 SECURITY DEPOSIT.** In exchange for a Security Deposit, Tenant will repair the floor in the kitchen where the icemaker leaked. Tenant to provide written proof of work upon completion. If Tenant defaults at any point in Months 7-12 of the Lease, Landlord will require a Security Deposit in the amount of [REDACTED]
- 1.17 TENANT'S MAILING ADDRESS.** 2921 Cherokee Street, Kennesaw, Georgia 30144 (Attention: Zac Patterson) or such other address as may from time to time be designated by Tenant in a written Notice to Landlord.

## ARTICLE 2. ACCEPTANCE OF PREMISES; RENT

2.1 Landlord's Work. Landlord is having the work described in Exhibit "D" performed to the Premises (hereinafter referred to as "Landlord's Work"). Excepting for completion of Landlord's Work, Tenant accepts the Premises in its "as is" condition and Tenant shall take possession of the Premises "as is." The taking of possession by Tenant shall be deemed conclusively to establish that Landlord's Work and the Building are in good and satisfactory condition to Tenant as of when possession was so taken. Landlord will allow early possession of the Premises by Tenant to commence Tenant's Work provided that the utilities are moved into Tenant's name/responsibility and that the insurance requirements imposed on Tenant are satisfied. During any such early occupancy, Tenant will not interfere with work of Landlord's contractors in executing the Landlord's Work.

2.2 Rent Accrual. Rent and other charges due and payable hereunder shall accrue from the Rental Commencement Date until the termination of this Lease and shall be payable at the Landlord's Mailing Address.

2.3 Base Rent Payments. Tenant shall pay to Landlord the Base Rent in monthly installments. The first installment shall be due and payable without Notice on or before the first day of the seventh (7<sup>th</sup>) calendar month during the Lease 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 setoff whatsoever.

2.4 Additional Rent. All other sums payable including, without limitation, Additional Rent under this Lease by Tenant to Landlord, shall be deemed to be "Additional Rent" regardless of whether any such sum is expressly so denominated elsewhere in this Lease.

### **ARTICLE 3. REAL ESTATE TAXES AND PROPERTY INSURANCE CHARGES**

3.1 Taxes. Tenant shall pay the monthly estimated amount for all state, county and city property taxes for the Land and the Building (including but not limited to, special assessments and any other governmental charges) provided by Landlord and calculated as 1/12 (one-twelfth) of the annual tax assessments received by Landlord. Landlord will provide copies of the property tax assessments to Tenant for verification. The initial monthly Additional Rent attributable to property taxes has been estimated based upon the 2024 tax bills.

3.2 Property Insurance. Landlord will procure a "Lessor's Risk Policy" for the full replacement value of the Building (with general liability in an amount of not less than \$ [REDACTED] per occurrence) with the coverages (and deductibles) as customarily found in a triple net lease (hereinafter referred to as the "Premises Insurance"). The policy for the Premises Insurance shall be noncancellable except after thirty (30) days' prior Notice to Landlord and designees of Landlord. The Premises Insurance shall be maintained through the Lease Term. Tenant shall pay the cost of the Premises Insurance in equally monthly installments. Independent of the aforesaid "Lessor's Risk Policy," Tenant will procure its own policy of insurance as further discussed in Section 13.1 of this Lease.

### **ARTICLE 4. SECURITY DEPOSIT**

4.1 Security Deposit. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit shall not constitute any advance payment of Base Rent or any Additional Rent or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any Event of Default under this Lease, Landlord, from time to time and without prejudice to any other remedy, may use, but shall not be obligated to use, all or any portion of the Security Deposit to the extent Landlord deems necessary or appropriate to pay any amount owed by Tenant to Landlord. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied 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. If Landlord transfers its interest in the Premises during the Lease Term, Landlord may assign the Security Deposit to the transferee provided Landlord requests that the transferee hold the Security Deposit in a segregated account and, upon assumption by said transferee of liability to Tenant for said Security Deposit, the transferring Landlord shall have no further liability to Tenant with respect to the Security Deposit. Landlord shall not be required to maintain the Security Deposit in a segregated account; Landlord may hold the Security Deposit in an account commingled with security deposit(s) of any other Tenant(s) of the Building and/or with funds of Landlord.

### **ARTICLE 5. UTILITIES AND SERVICES**

5.1 Utilities and Services. Tenant shall directly procure all utilities as necessary to operate the Premises for its use. Tenant shall promptly pay the applicable utility company for all such charges for utilities and other services furnished to the Premises including but not limited to fees assessed by the City of Kennesaw for stormwater and for garbage removal. During the winter months and periods when temperatures are expected to be below freezing, Tenant shall provide sufficient heat to the Premises to prevent water pipes from freezing.

5.2 Disruption of Utilities Services. Landlord shall not be liable in the event of any interruption in the supply of any utilities, including, but not limited to, any heating and/or air-conditioning. Tenant agrees

that it will not install any equipment that 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 6. TENANT'S USE**

6.1 Use. The Premises may be used only for the Permitted Use in compliance with Legal Requirements (as defined in Section 6.2 of this Lease). Without the prior written approval of the Landlord, the Premises may not be used for any other purpose whatsoever. By way of example and not limitation, Landlord's approval would require that Tenant provide a written plan for Landlord to evaluate that includes an analysis of the risk of said operations to the Premises, the Tenant and the Landlord.

6.2 Compliance With Legal Requirements. In the use and occupancy of the Premises, Tenant shall comply with all now or hereafter existing laws, ordinances, rules and regulations of the United States, the city, county and state in which the Premises are located and any other applicable government or agency thereof (the foregoing being collectively referred to as "Legal Requirements", and separately referred to as a "Legal Requirement") and all now or hereafter existing requirements of any public or private agency having authority over insurance rates. As noted in Article I of this Lease, Tenant shall be responsible to procure its own business license and certificate of occupancy for Tenant's Work at the Premises.

6.3 Negative Covenants. Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to: (a) 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 in any manner which would constitute a public or private nuisance; or (b) use the Premises for any purpose which is excluded from or inconsistent with or not included within the purpose for which the Premises may be used according to Section 6.1 of this Lease; or (c) use, operate or maintain the Premises in such manner that any of the rates for any insurance carried by Landlord would increase unless Tenant pays to Landlord an amount equal to any such increase in rates, such payment to be made promptly on demand as each premium which includes such increase becomes due and payable.

6.4 Opening and Operating Covenant. Tenant agrees to open its business to the public for the Permitted Use no later than the Rent Commencement Date. Tenant shall operate throughout the Lease Term for at least a minimum of 7 days per week and 8 hours per day.

6.5 Abandonment. In the event that at any time during the Lease Term or any extension or renewal thereof, Tenant should vacate, abandon, or desert the Premises, then, in any such event, Tenant shall be in default hereunder, unless the Premises are rendered untenable 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 servants, agents, employees, contractors or invitees.

#### **ARTICLE 7. SIGNAGE AND EXTERIOR OF PREMISES**

7.1 Signage and Exterior of Premises. Tenant, without the prior written consent of Landlord not to be unreasonably withheld, shall not do, cause to be done, or permit any of the following: (a) decorate or make any changes to the exterior of the Premises or of the Building; (b) install any lighting, awning, protrusion, sign, advertising matter, decoration or painting on the exterior of the Premises or of the Building; (c) affix any lettering, sign decoration or advertising matter to any window or door glass; or (d) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type that can be viewed from the exterior of the Premises or of the Building.

7.2 Historic Nature of Premises. Tenant acknowledges that the Premises is under historic designation by the City of Kennesaw. Consequently, Tenant agrees not to undertake any alterations, additions, replacements or work to the Premises without the prior written approval of Landlord which shall

include the Historic Preservation Council approvals in addition to all approvals required by the terms of this Lease.

7.3 Signage in front of Building. Tenant shall be allowed to put a sign in front of the Building. For any sign placed in front of the Building, Tenant must first obtain the approval by Landlord and any City of Kennesaw approvals (if any). Tenant shall be responsible for all costs associated with the creation of the sign and its maintenance.

**ARTICLE 8. LANDLORD'S RIGHT OF ACCESS; RESERVATION OF RIGHTS; TRANSFERS**

8.1 Landlord's Access to Premises. Upon twenty-four (24) hours prior notice and during normal business hours, Landlord, and Landlord's officers, members, employees, agents, contractors and other representatives, shall have the right to enter and pass through the Premises to examine the Premises and to show the Premises to contractors, consultants, prospective purchasers, mortgagees, tenants or insurers, and to make such repairs or changes in or to the Premises or the Building as may be provided for or permitted by this Lease or as Landlord may be required to make by Legal Requirements. The aforesaid prior notice and normal business hours requirements shall not apply in emergency situations where immediate attention is needed to protect the Premises and/or the financial investment of Landlord. Tenant shall not be entitled to any abatement or reduction of rent by reason of any such entry, nor shall any such entry be deemed to be an actual or a constructive eviction.

**ARTICLE 9. REPAIRS AND MAINTENANCE**

9.1 Landlord's Obligations.

9.1.1 Landlord shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the structural components of the Building which shall mean the roof, the foundation, and the structural components of the exterior walls of the Premises. If Tenant becomes aware of the need for any such repairs, Tenant shall give prompt Notice thereof to Landlord, and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time has elapsed after receipt by Landlord of such Notice.

9.1.2 Landlord shall not be liable to Tenant for any interruption of or inconvenience to Tenant's use of 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 operations.

9.2 Tenant's Obligations. Tenant, at its sole cost and expense, shall keep and maintain in good repair and working order, the interior walls, interior ceiling, and doors and all equipment (including HVAC, electrical and plumbing) servicing the Premises at Tenant's expense. Tenant shall keep the Premises in first class condition during the Lease Term. The cost and expense of any maintenance or repair to the Building necessary due to the acts or omissions of Tenant or Tenant's servants, agents, employees, contractors or invitees shall be deemed to be Additional Rent payable by Tenant to Landlord upon demand.

9.3 Substituted Performance By Landlord. If at any time and from time to time during the Lease Term and any extensions and renewals thereof, Tenant shall fail to perform or cause to be performed any maintenance or to make any repairs, replacements, alterations, or additions in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises to perform any such maintenance and to make such repairs, replacements, alterations, or additions for and on behalf of Tenant, and all sums expended by Landlord for such maintenance, repairs, replacements, alterations, and additions shall be deemed to be Additional Rent hereunder payable by Tenant to Landlord upon demand.

9.4 Condition on Termination. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by insured fire or other insured casualty alone excepted.

#### **ARTICLE 10. ALTERATIONS BY TENANT; TENANT'S PROPERTY**

10.1 Alterations By Tenant. Tenant shall not make any alterations, additions or replacements to the Premises or any repairs required of Landlord under Section 9.1 of this Lease, without the prior written consent of Landlord. All alterations, additions and improvements made in and to the Premises, all floor coverings which are 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; provided, however, Landlord reserves the right to require Tenant to remove any alteration, improvement or addition made to the Premises by Tenant, and to repair and restore the Premises to a condition substantially equivalent to the condition of the Premises prior to any such alteration, addition or improvement.

10.2 Tenant's Property. So long as Tenant is not in default hereunder, on or prior to the Expiration Date or any earlier termination of this Lease, but subject to the limitations set forth elsewhere in this Lease, Tenant shall remove all of Tenant's property from the Premises and repair any damage to the Premises caused by such removal. All property of Tenant remaining on the Premises after the expiration of the Lease Term of this Lease shall be deemed to have been abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal.

10.3 Historic Nature of Premises. Tenant acknowledges that the Premises is under historic designation by the City of Kennesaw. Consequently, Tenant agrees not to undertake any alterations, additions, replacements or work to the Premises without the prior written approval of Landlord which shall include the Historic Preservation Council approvals in addition to all approvals required by the terms of this Lease.

#### **ARTICLE 11. WORK ON THE PREMISES**

11.1 Standards of Performance. All repairs, replacements, alterations, additions and improvements done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all Legal Requirements, shall utilize only new and first quality materials and supplies, and at such times and in such manner as will cause a minimum of interference with other construction in the Building. Tenant shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to such work, and the Landlord shall have no duty or obligation to inspect any of such work, but shall have the right to do so.

11.2 Approval of Work. 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 from time to time may prescribe for construction within the Building. In no event shall any construction work be commenced within the Premises without Landlord's prior written approval of such plans and specifications and of any contractor proposed by Tenant to perform any such work.

11.3 Completion of Work. Whenever Tenant is permitted to perform any work upon the Premises, Tenant shall promptly commence the work and, once commenced, diligently and continually pursue the work and complete the work within a reasonable time. Tenant shall supervise and direct the work utilizing its best efforts and reasonable care, and shall assign such qualified personnel to the work as may be necessary to cause the work to be completed in an expeditious fashion.

11.4 Payment of Costs and Expenses. Tenant shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of any work permitted to be performed by Tenant with respect to the Premises. Tenant shall pay promptly, when due, all costs and expenses incurred in connection with all such work. Tenant shall not suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed against or to exist with respect to the Land or Building of which the Premises are a part, or Tenant's interest in the 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, repairs, replacements, or additions 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 which would give rise to the filing of a materialman's, mechanic's or other lien against the Premises, the Building, or any other part of the Building. If any such lien should be filed at any time, 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 such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may discharge, but shall not be obligated to discharge, 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 (including, but not limited to, attorneys' fees and expenses and court costs) in defending any such action or in procuring the discharge of such lien, shall be deemed to be Additional Rent hereunder payable by Tenant to Landlord on demand.

11.5 Protection of Persons, Property. Tenant shall be responsible for the acts and omissions of all of its employees and all other persons performing any work permitted to be performed by Tenant with respect to the Premises. Tenant shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with such work, and shall take all reasonable precautions to prevent damage, injury or loss to, such work, all persons performing any such work on the Premises, all other persons who may be involved in or affected by such work, all materials and equipment to be incorporated in such work, and all other property on the Premises or adjacent thereto or elsewhere in the Building.

11.6 Insurance. Tenant shall purchase and maintain in full force and effect, and shall cause its contractors and subcontractors to purchase and maintain in full force and effect, such insurance (if any) in addition to that otherwise required of Tenant under this Lease as may be necessary to protect Tenant from claims under workers compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damage to property which arise out of performance of any work related to the Premises. Such additional insurance policies, if any, shall meet the requirements set forth elsewhere herein with respect to the insurance policies otherwise required to be obtained and maintained by Tenant under this Lease.

11.7 Historic Nature of Premises. Tenant acknowledges that the Premises is under historic designation by the City of Kennesaw. Consequently, Tenant agrees not to undertake any alterations, additions, replacements or work to the Premises without the prior written approval of Landlord which shall include the Historic Preservation Council approvals in addition to all approvals required by the terms of this Lease.

## **ARTICLE 12. INDEMNITY AND NON-LIABILITY**

12.1 Indemnification. Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its members, officers, directors, shareholders, employees, and agents from and against any and all losses, claims, damages, liabilities, actions, fines, judgments, penalties, civil penalties, consent orders, other orders, settlements, and all other costs and expenses (including, but not limited to, reasonable

attorneys' fees and expenses incurred at both trial and appellate levels, as well as all such fees and expenses incurred outside the context of any judicial action or administrative proceeding, and fees and expenses of other professionals and consultants) arising out of or related to any work related to the Premises and performed or caused to be performed by Tenant, any injury to or death of any person or persons or any damage to property arising out of or related to the condition, use or occupancy of the Premises or any activity on the Premises or any other part of the Building caused by Tenant, its agents, employees, contractors or invitees of Tenant, excepting, however, liability caused by Landlord's willful misconduct or gross negligence. This Section shall survive the expiration or any earlier termination of this Lease.

12.2 Defects In Improvements. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property; and Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Building or any of the equipment, machinery, utilities, appliances or apparatus therein.

### **ARTICLE 13. TENANT'S INSURANCE**

13.1 Tenant's Insurance. Tenant, at its sole cost and expense, shall procure and maintain throughout the Lease Term a policy or policies of insurance, insuring Tenant, Landlord, Landlord's mortgagees (if any), and any other persons designated by Landlord against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition of the Premises, the use or occupancy of the Premises or any construction work being done on the Premises by Tenant. Tenant shall maintain a commercial general liability policy in an amount of not less than \$2,000,000 per occurrence and a Tenant improvements and property insurance full replacement policy covering all the items included in Tenant's Work and Tenant's leasehold improvements in accordance with the terms of the Lease, naming Tenant as the certificate holder and Landlord and its designees as "named insureds" and any other coverage reasonably required by Landlord. Tenant or Tenant's contractor shall also provide for builder's risk coverage, which will be required for Tenant's Work. Such policies shall be noncancellable except after thirty (30) days' prior Notice to Landlord and designees of Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord 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.

### **ARTICLE 14. DAMAGE BY CASUALTY**

14.1 Landlord's Restoration Election. 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. Notwithstanding the foregoing, in the event that: (a) the insurance proceeds payable in connection with such damage and destruction are insufficient to restore all parts of the Building damaged by the same casualty, (b) the Building in which the Premises are located is destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (c) said building is destroyed or rendered untenable by any casualty to the extent of at least fifty percent (50%) of the square footage of said Building, (d) Landlord does not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (e) 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 and/or in the rest of the Building requires such proceeds to be applied against any debt owed to such holder, (f) there are fewer than two (2) years remaining in the Lease Term, or any extension or renewal thereof, or (g) in Landlord's sole judgment, the reconstruction, restoration and repair of the Building cannot be completed within one hundred eighty (180) days after the date of such casualty, then, in any of such events, Landlord may elect to terminate this Lease

or to rebuild and repair the Premises. Landlord shall give Notice to Tenant of such election within ninety (90) days after the occurrence of such casualty.

14.2 Base Rent Abatement. Tenant agrees that, during any period of reconstruction or repair of the Premises, it will continue its use within the Premises to the extent reasonably practicable. During the period from the occurrence of a casualty until Landlord's repairs are substantially completed, the Base Rent shall be reduced and abated in proportion of the amount of square footage of the Premises which is rendered untenable 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 servants, agents, employees contractors or invitees, then, and in that event, the Base 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.

14.3 Casualty Insurance. Tenant agrees at all times at its expense to keep its fixtures, and its other property situated within the Premises insured against fire, with extended coverage, to the extent of the full insurable value thereof. Such insurance shall be carried with companies reasonably satisfactory to Landlord. Such insurance shall be noncancellable except after thirty (30) days' prior Notice to Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord 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 prior written consent of Landlord, for the repair or replacement of fixtures or other property that was situated within the Premises.

#### **ARTICLE 15. EMINENT DOMAIN**

15.1 Substantial Taking. If such part of the Premises as would render the balance thereof untenable or unusable for the purposes set forth in this Lease 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, or if the entire Premises are taken as aforesaid, this Lease shall terminate automatically, which termination in either of such events will be effective on the date possession of the Premises, or affected part thereof, is taken by the condemning authority.

15.2 Partial Taking. In the case of any taking 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, other than a taking of the type described in Section 15.1 above, this Lease shall not terminate, or if this Lease is not terminated in a taking of the type described in Section 15.1 above, then, in either of such events, the Base Rent payable hereunder during the unexpired portion of the Lease 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.

15.3 Notice of Termination. Any election to terminate this Lease following condemnation shall be evidenced by Notice of termination delivered to the other party within thirty (30) days after the date on which both Landlord and Tenant are notified of such taking or such sale, and, if neither Landlord nor Tenant exercises such election to terminate this Lease, then this Lease shall continue in full force and effect.

15.4 Restoration. If this Lease is not terminated following any condemnation, Landlord shall make all necessary repairs or alterations within the scope of Landlord's responsibility necessary to make the then remaining part of the Premises an architectural whole, and, promptly after completion of such work by Landlord, Tenant shall proceed with reasonable diligence and at its sole cost and expense to make all

necessary repairs or alterations within the scope of Tenant's responsibility necessary to make the Premises an architectural whole.

15.5 Condemnation Award. 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 Tenant's loss of use and/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 16. ASSIGNMENT AND SUBLETTING**

16.1 Approval of Landlord Required. 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 an Event of Default hereunder by Tenant. 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 is a partnership, a change (voluntary, involuntary or by operation of law), in a single transaction or cumulatively, as a result of one or more transactions, in the ownership of 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, any 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 is a corporation or limited liability company, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer (voluntary, involuntary or by operation of law), in a single transaction or cumulatively, as a result of one or more transactions, in the ownership of the controlling percentage of the capital stock of Tenant, or the sale of fifty-one percent (51%) of the value of the assets of Tenant, shall be deemed an assignment of this Lease. The phrase "controlling percentage" means 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 Tenant'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.

16.2 Consideration. If Landlord approves any such assignment or subletting, Landlord shall receive all consideration paid by any such assignee or subtenant, directly or indirectly related to such assignment or subletting.

16.3 Tenant's Liability. No assignment or subletting shall relieve Tenant of Tenant's obligations under this Lease.

16.4 No Encumbrance of Usufruct. Tenant shall not mortgage, pledge or otherwise encumber its interest under this Lease. Tenant has only a usufruct, not subject to levy, sale or other transfer, either voluntary or by operation of law, except in accordance with this Article 16.

16.5 Sale By Landlord. The term "Landlord" as used in this Lease means only the owner or entity from time to time owning the Building, so that, in the event of any sale thereof, the Landlord who is a grantor in any such sale shall be and hereby is, without further agreement, entirely released and relieved of all the obligations of Landlord hereunder. Any such sale of the Building, unless pursuant to a foreclosure sale or deed in lieu of such foreclosure, shall be subject to this Lease, and, without the necessity of any further agreement, the purchaser at any such sale shall be deemed to have assumed, and to have agreed to carry out, any and all obligations of Landlord under this Lease so long as such purchaser shall be the owner of the Building.

#### **ARTICLE 17. PERSONAL PROPERTY AND RENT TAXES**

17.1 Taxes on Tenant's Property. Tenant shall be liable for and shall pay all taxes levied against personal property, fixtures, and Tenant's improvements to the Premises. If such taxes for which Tenant is liable are levied against Landlord or Landlord's property and 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 that part of such taxes for which Tenant is liable hereunder, which part shall be deemed to be Additional Rent.

17.2 Rent Tax. Tenant agrees to pay as Additional Rent any rent tax or other tax imposed upon rent payments or imposed upon Landlord based upon rent payments by Tenant to Landlord; however, Tenant shall not be required to pay any income tax of Landlord.

#### **ARTICLE 18. EVENTS OF DEFAULT**

Each of the following events shall be an Event of Default by Tenant under this Lease:

18.1 Nonpayment of Rent. Failure of Tenant to pay when due any Base Rent, Additional Rent, charges or other monetary obligations payable by Tenant hereunder if not cured within five (5) days after Notice from Landlord .

18.2 Nonperformance of Other Covenants. Failure of Tenant to comply with or observe any other term, covenant, or provision of this Lease, if said failure continues uncured for twenty (20) days or longer after Landlord has given Notice thereof to Tenant, or, if said failure cannot with due diligence be cured within twenty (20) days, if Tenant fails to begin to cure said failure within said twenty (20) days or fails to pursue diligently the curing of said failure to completion within a reasonable time after the giving of said Notice of default, which time shall not exceed the reasonable period necessary to cure or sixty (60) days.

18.3 Breach of Warranty. If any representation or warranty made by Tenant in this Lease is untrue in any material respect.

18.4 Assignment For Creditors. The making of an assignment for the benefit of creditors by Tenant.

18.5 Bankruptcy. The filing by Tenant of any petition under any section or chapter of the federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof; the filing against Tenant of any petition under any section or chapter of the federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof, if said petition is not dismissed within thirty (30) days after filing, or if Tenant consents to or fails to object to said filing; or the adjudication as bankrupt or insolvent of Tenant in any proceedings filed thereunder.

18.6 Appointment of Receiver. The appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any Guarantor of Tenant's obligations hereunder, if said appointment is not terminated within thirty (30) days after the date of appointment.

18.7 Abandonment. The desertion, vacation, or abandonment of all or any part of the Premises by Tenant.

18.8 Levy of Execution. The levy of any writ of execution, attachment or garnishment against any interest of Tenant in this Lease, the Premises or any property located on the Premises, if said levy remains in effect for thirty (30) days or more.

18.9 Other Event of Default. The occurrence or existence of any other fact, event, circumstance, or condition which is characterized elsewhere in this Lease as a "default" or as an "Event of Default".

#### ARTICLE 19. REMEDIES ON DEFAULT

If Tenant defaults under this Lease, without any Notice or demand whatsoever being required, Landlord shall have the right, but not any duty, to exercise, on a cumulative basis, any or all of the following remedies:

19.1 Continuation of Lease. Landlord may continue this Lease in full force and effect, and proceed to collect all rent when due.

19.2 Entry and Reletting. Landlord may continue this Lease in full force and effect and may enter the Premises and relet all or any part of same to other parties for Tenant's account. Tenant shall be liable to pay on demand to Landlord all costs Landlord incurs in entering and reletting the Premises, including, but not limited to, broker's commissions, expenses of repairs and remodeling, reasonable attorneys' fees, and all other actual costs. Reletting may be for a period shorter or longer than the remaining Lease Term of this Lease. During the term of any reletting, Tenant shall pay to Landlord the rent due under this Lease on the dates due, less any net rents Landlord receives from any reletting. Any net rents from any such reletting (in excess of rents payable hereunder) shall inure to the benefit of, and be the property of, Landlord, and not the Tenant.

19.3 Termination of Lease. Landlord, without any Notice or demand whatsoever, may terminate Tenant's rights under this Lease at any time. On termination, Landlord shall have the right to recover from Tenant all costs, expenses, losses and damages caused by said default and termination, including, but not limited to:

19.3.1 An amount equal to all unpaid Rent that has accrued at the time of termination of this Lease; plus

19.3.2 An amount equal to (a) the amount of Rent that would have accrued under this Lease between (i) the date of termination of this Lease and (ii) the date the calculation is made under this Section if this Lease had not been prematurely terminated; less (b) any net amounts of Rent actually received by Landlord with respect to such time period; plus

19.3.3 An amount equal to (a) the present value of all Rent which would have accrued under this Lease if this Lease had not been terminated, for the period of time between (i) the date of calculation of Rent under Section 19.3.2, and (ii) the Expiration Date (when the Lease Term would have ended if this Lease had not been prematurely terminated) subject to clawback for rentals actually received upon exercise of our duty to reasonably mitigate damages; plus

19.3.4 An amount equal to (a) all actual costs and expenses, including, but not limited to, reasonable attorneys' fees, that have at that time been incurred by Landlord, plus the present value of all actual costs and expenses, including, but not limited to, reasonable attorneys' fees at both the trial and appellate levels, which with reasonable certainty are likely to be incurred thereafter by Landlord and are reasonably necessary to compensate Landlord for all economic losses proximately caused by any Event of Default hereunder.

In computing the present value of amounts for purposes of this Section 19.3, Landlord will utilize a discounted cash-flow methodology on future payments that are being factored into the damages calculations bringing those future payments to a present value using an interest rate factor equivalent to what Landlord could achieve through its normal banking relationships for investments of monies so pre-paid.

19.4 Appointment of Receiver. Without any showing of need or the presence of any statutory or common law grounds, all of which are hereby expressly waived, Landlord may have a receiver appointed to take possession of the Premises and relet in accordance with Section 19.2.

19.5 Curing of Defaults. Landlord may cure any default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum to cure any default, the sum so paid by Landlord shall be Additional Rent payable by Tenant to Landlord on demand, and shall bear interest from the date paid by Landlord until Landlord shall have been reimbursed by Tenant.

19.6 Application of Security Deposit. Landlord may apply all or part of the Security Deposit to pay any sums owed by Tenant to Landlord.

19.7 Other Legal or Equitable Remedies. Landlord may exercise any or all other rights or remedies available at law or equity, including, but not limited to, the right to restraining orders, injunctions and decrees of specific performance.

#### **ARTICLE 20. ATTORNEYS' FEES**

20.1 Landlord's Attorneys' Fees. If Landlord should bring any action under this Lease or consult, or place this Lease, or any amount payable by Tenant hereunder, with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord all reasonable attorneys' fees and expenses incurred or paid by Landlord in connection therewith.

#### **ARTICLE 21. WAIVER OF SUBROGATION**

21.1 Waiver Of Subrogation. Each party to this Lease (the "Waiving Party") hereby waives any cause of action it might have against the other party hereto (the "Beneficiary") on account of any loss or damage to the extent that said loss or damage is covered by any insurance policy that names the Beneficiary as a party insured, except to the extent of the applicable deductible on said policy or that any such waiver would violate any applicable Legal Requirement or would adversely affect or impair the right of the Waiving Party to coverage under any such policy. Landlord and Tenant will request their insurance carriers, which provide fire and extended coverage insurance covering losses arising out of destruction of or damage to the Premises or its contents or to other portions of the Building, to endorse all applicable policies, to the extent that such endorsement is reasonably obtainable, to provide for waiver of the carrier's rights of recovery under subrogation or otherwise against Landlord or Tenant. Evidence of the existence of such waiver will be furnished by either party to the other party on request.

#### **ARTICLE 22. HOLDING OVER**

22.1 Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier 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 the rent (including any percentage rent) herein provided plus fifty percent (50%) percent of such amount 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 23. SUBORDINATION**

23.1 Subordination. This Lease and all rights of Tenant hereunder are, and shall be, subject and subordinate to the lien of, or security title conveyed by, as the case may be, any first priority 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 and all modifications, renewals, consolidations, extensions, or replacements of any of the foregoing. The foregoing subordination is, and shall be, self-operative, and no further instrument of subordination shall be required by Tenant.

23.2 Confirming Agreement. Notwithstanding any contrary provision in Section 23.1 above, in confirmation of such subordination, Tenant, upon demand at any time or times, shall execute, seal and deliver to Landlord, without expense to Landlord, any and all instruments in recordable form which may be requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien, security title, and/or encumbrance 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 fails to execute, seal and deliver any such instrument, in addition to any other remedies available to it in consequence thereof, Landlord 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 (which agency is coupled with an interest).

23.3 Lease Superiority. In addition, upon Landlord's request, Tenant, at any time or times, shall execute, seal and deliver to Landlord, without expense to Landlord, any and all instruments in recordable form which Landlord deems necessary or appropriate to make this Lease superior to the lien, security title, and/or encumbrance 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 fails at any time to execute, seal and deliver such instrument, in addition to any other remedies available to it in consequence thereof, Landlord 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 (which agency is coupled with an interest).

23.4 Attornment. 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, foreclosure 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 which may be necessary to evidence such attornment. Upon attornment provided for in this Section 23.4, 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, or crediting against any rent due hereunder, any advance rents previously paid by Tenant to Landlord or the Security Deposit unless such holder has acknowledged the receipt of such advance rents or the Security Deposit.

## ARTICLE 24. NOTICES

24.1 Notices. Any notice, request, demand, instruction or other communication (a "Notice") to be given to any party with respect to this Lease may be given either by the party or its counsel, shall be in writing, and shall be deemed to have been properly delivered when sent by certified mail, return receipt requested, or by reputable courier service. If sent by certified mail, a Notice shall be deemed to have been given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. If sent by courier service, a Notice shall be deemed to have been given when delivered to said courier service with the proper address and delivery charges either prepaid or properly charged to an account in good standing, and shall be deemed to have been received when actually delivered to addressee by said courier service. The addresses to which Notices shall be sent are the mailing addresses set forth in Sections 1.10 and 1.17 of this Lease. Each party shall have the right to change the address to which Notices are to be sent pursuant to this Section by giving to the

other party written Notice of such change of address in accordance with the provisions of this Section. If any Notice shall not be actually received by the addressee due to said addressee's failure or refusal to furnish to the other party an accurate current address or due to addressee's failure or refusal to accept a delivery tendered at the address specified in or pursuant to this Article, then, in such event, said Notice shall conclusively be deemed to have been received by addressee on the earlier of (a) said third (3rd) business day or (b) the date on which a delivery attempt was made to the address specified in or pursuant to this Article.

## ARTICLE 25. HAZARDOUS MATERIALS

25.1 Compliance With Environmental Laws. Tenant hereby warrants, represents, covenants and agrees that with respect to the Premises, it has not violated any, and at all times in the future will comply with all, applicable codes, laws, statutes, ordinances, rules, regulations, orders, decrees, policies and rules of common law now or hereafter in effect and, in each case, as amended, of any Governmental Authority (as defined below), and judicial or administrative interpretations thereof, including, but not limited to, any judicial or administrative order, consent decree or judgment relating to the health or safety of persons or to the Environment (as defined below) (collectively referred to as the "Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation And Liability Act, 42 U.S.C. §9601, et seq. ("CERCLA") and regulations thereunder. For purposes hereof, "Hazardous Material(s)" shall be deemed to mean and refer to: petroleum and fractions thereof and petroleum products (including, but not limited to, waste or used oil); xylene, toluene, benzene and ethylbenzene, regardless of whether contained in any petroleum product or fraction as a constituent component or as a contaminant; asbestos, asbestos-containing materials; polychlorinated biphenyls ("PCBs"); urea formaldehyde foam insulation; radon gas; any substance defined as or included in the definition of "pollutants", "contaminants", "toxic substances", "hazardous wastes", "extremely hazardous wastes", "restricted hazardous wastes", "hazardous material" or "hazardous substances" or words of similar import under any now or hereafter existing Environmental Laws; any other substances exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority (any of the foregoing being herein referred to as a "Governmental Authority") or which, even if not so regulated, are toxic, ignitable, corrosive, reactive, carcinogenic, infectious, radioactive or are otherwise dangerous or harmful to humans, plants, animals and/or the Environment. "Environment" means and includes any surface water, subterranean aquifer, groundwater, stream sediment, land surface, soil or subsurface strata, ambient air, and any other environmental medium.

25.2 Presence Of Hazardous Materials. Without the Landlord's prior written consent, which may be withheld or granted in Landlord's sole discretion, Tenant shall not cause or permit any Hazardous Materials, whether used or intended to be used as building materials in connection with the construction, alteration or renovation of any improvements on the Premises or otherwise, to be placed, located, generated, used, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, processed, maintained or "released" [as said term is now defined by CERCLA which definition (exclusive of exclusions contained therein) is incorporated herein by this reference; provided, however, that if said term "release" is now or hereafter more broadly defined in CERCLA, as same may be hereafter amended, or in any other Environmental Law, such broader definition shall control] in, on, about, from, onto, or into the Premises, or elsewhere on, or in the vicinity of, the Building, by Tenant, its agents, employees, contractors, assignees, sublessees, invitees, or (only as to the Premises) by any other person(s) other than Landlord. By way of illustration only and not by way of limitation, the disposal of Hazardous Material by discharge of same into any sanitary sewerage system shall be deemed, for purposes hereof, to constitute an unauthorized release of same.

25.3 Indemnification. Tenant hereby covenants and agrees to indemnify, defend and hold harmless the Landlord and the Landlord's mortgagees, members, partners, officers, directors, shareholders, agents, employees, legal counsel, and other professionals and consultants from and with respect to any and all losses, claims, damages (including, but not limited to, diminution of fair market value of the Building, diminution in rental value of the Premises or of any other area in the Building, damages caused by loss or

restriction of rentable or usable space in the Premises or elsewhere in the Building, and damages caused by adverse impact on marketing of the Premises or of any other area in the Building), liabilities, actions, environmental investigation expenses, remediation or cleanup costs (including, but not limited to, such costs related to the interior of the Premises, any other part of the Building, groundwater, or other real property), fines, judgments, penalties, civil penalties, consent orders, other orders, settlements, and all other costs and expenses (including, but not limited to, attorneys' fees and expenses incurred at both trial and appellate levels, as well as all such fees and expenses incurred outside the context of any judicial action or administrative proceeding, and fees and expenses of other professionals or consultants), arising out of or related to: (a) any breach of any of Tenant's warranties, representations, covenants or agreements contained in this Article, (b) the presence, disposal, release or alleged or threatened release of any Hazardous Material in, on, about, from or onto the Premises, or any other violation of any Environmental Law related to the Premises, to the business operations of Tenant thereon, or to any other activity thereon (any of the foregoing herein referred to as a "Violation"), which presence, disposal, release, alleged or threatened release or Violation occurs at any time during the Lease Term or any renewal or extension thereof or thereafter prior to the later of (i) the time at which this Lease expires or is terminated, or (ii) the date on which Tenant surrenders possession of the Premises or any portion thereof to Landlord, or (iii) if caused by or within the control of Tenant, at any later date, (c) any personal injury (including, but not limited to, wrongful death) or property damage (real or personal) arising out of or related to any such presence, disposal, release or alleged or threatened release of any Hazardous Material or any Violation, which presence, disposal, release or alleged or threatened release or Violation occurs during any time period described hereinabove in this Section, or (d) any lawsuit or administrative proceeding brought or threatened by any Governmental Authority or private party, settlement reached with any Governmental Authority or any private party, or administrative order of any Governmental Authority, and, in the case of any of the foregoing, related to any such presence, disposal, release or alleged or threatened release of any Hazardous Material, or to any Violation, which presence, disposal, release, alleged or threatened release or Violation occurs during any time period described hereinabove in this Section. The provisions of this Section shall be in addition to any and all other obligations and liabilities Tenant may owe to Landlord under any Environmental Law, under any other statutory or common law or in equity, and, notwithstanding any contrary provision contained elsewhere in this Lease, shall survive the expiration or any earlier termination of this Lease.

25.4 Exception to Tenant's obligations. Tenant shall not be responsible for Hazardous Materials that were present at the Premises prior to Tenant's occupancy because of a prior owner/Tenant. The assumption shall be that such Hazardous Materials existed prior to Tenant's occupancy if they are found at the Premises and involved chemicals used by a prior owner/Tenant in its occupancy of the Premises and are not chemicals used by Tenant. However, this is a rebuttable presumption meaning that Tenant will be responsible if Tenant allowed the entry of those Hazardous Materials during its occupancy (regardless that the Hazardous Materials were not used in Tenant's production). As an example, an employee, guest, invitee or contractor of Tenant bringing any Hazardous Materials onto the Premises would be the responsibility of Tenant even if they were never intended to be used by Tenant at the Premises or in Tenant's production.

## **ARTICLE 26. MISCELLANEOUS**

26.1 Mortgagee's Notice And Cure Rights. 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, in the Premises, and/or in the Building, 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 thereafter shall have elapsed and neither Landlord, nor such mortgagee, shall have cured such default within such thirty (30) day period, Tenant hereby acknowledging and agreeing that such mortgagee shall have the right, but no obligation or duty, to cure any such default.

26.2 Consents And Approvals. Whenever the consent or approval of Landlord is required for any purpose, such consent or approval may be granted or withheld for any reason whatsoever at the sole discretion of the Landlord, unless the relevant provision of this Lease expressly requires that such particular consent or approval shall not be unreasonably withheld, conditioned or delayed. This Lease transaction is a commercial transaction between parties both of whom have extensive experience in commercial real estate matters. Where any consent or approval is not to be unreasonably withheld, conditioned or delayed, the parties hereto intend that the reasonableness standard to be implemented shall be an objective standard, instead of a subjective one, and shall be based on fairness, good faith and commercial reasonableness standards, which standards the parties hereto expressly acknowledge and agree are sufficiently certain, ascertainable, definite, commonly acknowledged and commonly utilized in commercial real estate transactions in the area in which the Building is located to be enforceable under applicable law of the State in which the Building is located. The concept of reasonableness does not include or comprehend arbitrary or capricious reasons or considerations based on such factors as race or religion or pecuniary gain or mere personal preferences. The parties thereto, for and in behalf of themselves, and of their respective successors and assigns, hereby agree that neither party hereto, nor any of their respective successors or assigns, will hereafter assert or raise, as a defense, the legal theory that any agreement not to unreasonably withhold, delay, and/or condition consent as to any particular subject matter is so uncertain, indefinite and/or vague as to be an unenforceable contract. The agreement of the parties in the preceding sentence is acknowledged to be a material inducement to each of the parties hereto to execute this Lease.

26.3 Headings. 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.

26.4 Waivers. 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 waiver or render unnecessary consent to or approval of any subsequent similar act.

26.5 Quiet Enjoyment. 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, subject to the terms of this Lease, at all times during the continuance of this Lease, shall have the peaceable and quiet enjoyment and possession of the Premises.

26.6 Entire Agreement; Modifications. 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 same is in writing and is signed by the parties.

26.7 Brokers. Except for Tenant's Broker (who will be paid by Landlord pursuant to a separate written agreement), Tenant warrants that it has not engaged any other broker in connection with the negotiation or execution of this Lease and Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all costs, expenses and liabilities for commissions or other compensation or charges claimed by any broker or agent, acting with respect to this Lease who claims that Tenant engaged them for said purposes. Except for Landlord's Broker (who will be paid by Landlord pursuant to a separate written agreement), Landlord warrants that it has not engaged any broker in connection with the negotiation or execution of this Lease and Landlord agrees to indemnify, defend, and hold Tenant harmless from and against any and all costs, expenses and liabilities for commissions or other compensation or charges claimed by any other broker or agent, acting with respect to this Lease who claims that Landlord engaged them for said purposes. This Section 26.7 shall survive the expiration or any earlier termination of this Lease.

26.8 Estoppel Certificates. At any time and from time to time, 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, Tenant shall execute, acknowledge and deliver to Landlord a certificate evidencing whether:

26.8.1 This Lease is in full force and effect;

26.8.2 This Lease has been amended in any way;

26.8.3 There are any existing defaults on the part of either Landlord or Tenant hereunder, to the knowledge of Tenant, and specifying the nature of such default, if any; and

26.8.4 The date to which Base Rent, including Additional Rent, has been paid.

Each certificate delivered pursuant to this Section may be relied on by any prospective purchaser or transferee of the Building or of Landlord's interest hereunder, or by any existing or prospective mortgagee of the Building or of Landlord's interest hereunder, or by any existing or prospective assignee of any such mortgagee.

26.9 Binding Effect. 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; provided, however, that all claims, demands or causes of action which Tenant at any time hereafter may have against Landlord because of Landlord's failure to comply with any provisions hereof shall be enforceable solely against Landlord's right, title and interest in the Building, and no other property of Landlord shall be subject to any such claim, demand or cause of action.

26.10 Time Of Essence. Except as provided herein to the contrary, time is of the essence with respect to each and every provision in this Lease.

26.11 Governing Law. The laws of the State in which the Building is located shall govern the interpretation, validity, performance, and enforcement of this Lease.

26.12 Surrender Of Premises. On or before the last day of the Lease Term hereof, or on the sooner termination hereof, peaceably and quietly, Tenant shall leave, surrender and yield up unto Landlord the Premises, together with all alterations, additions, replacements, improvements, fixtures and equipment, including air conditioning equipment, but excluding trade fixtures and other personal property of Tenant, any lessee, sublessee, licensee or concessionaire of Tenant, or any other occupant of the Premises. Such alterations, additions, replacements, improvements, fixtures and equipment shall be in good order and repair, ordinary wear and tear, obsolescence, damage by fire or other casualty, acts of God, condemnation, civil riot and commotion excepted. Except as otherwise expressly provided in this Lease, all such trade fixtures and other personal property shall be removed by Tenant on or before the last day of the Lease Term hereof, and all such property not so removed shall be deemed abandoned by Tenant and conveyed to Landlord, unless Landlord shall give Notice to Tenant to remove all or any part thereof, in which event Tenant, promptly and at its expense, shall remove same, or Landlord may do so at Tenant's expense.

26.13 Severability. 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 be unaffected thereby, and each term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by applicable law.

26.14 Landlord/Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, or 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 provisions 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.

26.15 Confidentiality. Landlord and Tenant hereby agree that they will keep the terms and provisions of this Lease confidential and will not disclose the same to any party except as reasonably necessary in the ordinary course of their respective businesses. Neither Landlord, nor Tenant, shall attempt to record this Lease in any public real estate records.

26.16 Late Payments. If any payment owed by Tenant to Landlord under this Lease is not received by Landlord within five (5) days after the due date thereof, without in any way implying Landlord's consent to such late payment, Tenant agrees to pay, in addition to all other payments due under this Lease, a late payment charge equal to five percent (5%) of the amount of the payment that is past due. Tenant acknowledges that said late payment charge shall constitute liquidated damages for the purpose of reimbursing Landlord for the additional administrative costs and expenses that Landlord presently expects to incur in connection with the special handling and processing of late payments. Landlord and Tenant expressly covenant and agree that, in the event of any such late payment by Tenant, the damages resulting therefrom to Landlord will be difficult, if not impossible, to determine, and the late payment charge constitutes a reasonable and good faith estimate by the parties of the extent of such damages, and shall not be deemed to be a penalty or to constitute interest. All sums owed by Tenant to Landlord pursuant to this Lease shall constitute rent. All rent due hereunder shall bear interest from the due date until paid in full at a rate equal to eighteen (18%) percent per annum of the amount past due. No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or to pursue any other remedy.

26.17 Force Majeure. When a period of time is herein prescribed for any action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, laws, regulations or restrictions or any other causes of any kind whatsoever that are beyond the control of Landlord.

26.18 Joint And Several Liability. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there are any Guarantors of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such Guarantors, and Landlord need not first proceed against Tenant before proceeding against any such Guarantors, nor shall any such Guarantors be released from such Guarantors' Guaranty for any reason whatsoever, including, but not limited to, any amendments hereto, waivers hereof or failure to give such Guarantors any Notices hereunder.

26.19 Exhibits. All exhibits, attachments, riders and addenda referred to in this Lease are incorporated into this Lease and made a part hereof for all intents and purposes.

26.20 Authority. If Tenant is other than a natural person, Tenant shall deliver to Landlord such legal documentation as Landlord may request to evidence the authority of those signing this Lease to bind the Tenant. Tenant hereby represents and warrants to Landlord that: (a) Tenant has the right, power and authority to execute and deliver this Lease and to perform the provisions hereof, and is, to the extent required, qualified to transact business and in good standing under the laws of the State in which the Building is located; and (b) the execution of this Lease by Tenant, or by the persons or other entities executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligations under the Lease in

accordance with the provisions hereof, have been, to the extent required, duly authorized by all necessary action of Tenant, all in accordance with all of Tenant's organizational documents.

26.21 Usufruct. Landlord and Tenant hereby agree that a usufructuary interest shall be created by virtue of this agreement and that no estate in land capable of being transferred by Tenant has been granted to Tenant under this Lease.

26.22 Independent Covenants. Each covenant of Landlord and Tenant under this Lease is independent of each other covenant under this Lease, and no default by either party in performance of any covenant shall excuse the other party from the performance of any other covenant.

26.23 Right of First Refusal. If Landlord elects to accept an offer for the sale of the entirety of the Premises (an "Acceptable Offer"), then Tenant shall have the first right of refusal to purchase the Premises (the "ROFR") provided that (1) Tenant must sign a contract that matches the Acceptable Offer within five (5) business days of Landlord providing a written copy of the Acceptable Offer to Tenant, and (2) Tenant must demonstrate the ability to fund the money and close within the same time periods set forth in the Acceptable Offer.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed, under seal, as of the day and year first above written.

**LANDLORD:**

2921 CHEROKEE STREET LLC, a Georgia limited liability company

By: Kennesaw Prosperity Project LLC, a Georgia limited liability company, as Managing Member

By: Dale Hughes dotloop verified  
10/22/25 11:13 AM EDT  
NALM-NJN6-HHNR-ENRG  
Title: Managing Member

2927 CHEROKEE STREET LLC, a Georgia limited liability company

By: Kennesaw Prosperity Project LLC, a Georgia limited liability company, as Managing Member

By: Dale Hughes dotloop verified  
10/22/25 11:16 AM EDT  
NALM-NJN6-HHNR-ENRG  
Title: Managing Member

**TENANT:**

SMASH HIT CATERING LLC, a Georgia Limited Liability Company.

By: Zac Patterson dotloop verified  
10/22/25 12:00 PM EDT  
BQid-UYAG-i19P-MQZL  
Title: Executive Chef/Owner

**EXHIBIT "A" to Lease**

GUARANTY

This Guaranty is being executed and delivered by Zac Patterson, the "**Guarantor**" in connection with that certain Lease ("**Lease**") made and entered into effective as of September \_\_, 2025, by and between 2921 Cherokee Street LLC, a Georgia limited liability company and 2927 Cherokee Street LLC, a Georgia limited liability company ("**Landlord**"), and SMASH HIT CATERING LLC, a Georgia Limited Liability Company, operating under the trade name of Smash Hit Burgers ("**Tenant**"). Terms not otherwise defined herein shall have the definitions set forth in the Lease.

WHEREAS, in connection with and as an inducement to Landlord to enter into the Lease with Tenant, Guarantor is required to deliver this Guaranty;

WHEREAS, the Guarantor is the owner of Tenant;

WHEREAS, the Guarantor has agreed to execute and deliver this Guaranty to Landlord; and

WHEREAS, Guarantor affirms that this Guaranty is in the Guarantor's best interests and is being delivered voluntarily and knowingly.

NOW, THEREFORE, as an inducement to Landlord to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby guarantees to Landlord the full and punctual payment and performance of all obligations due Landlord under the Lease and all other amounts now or hereafter owed by Tenant to Landlord thereunder (the "**Obligations**"). The liability of Guarantor with respect to the Obligations shall be primary and Guarantor agrees that Guarantor may be joined in any action against Tenant in connection with the Obligations and that recovery may be had against Guarantor in such action or in any independent action against Guarantor without Landlord first pursuing or exhausting any remedy or claim against Tenant under the Lease.
2. This Guaranty is unconditional and represents a continuing payment and performance guaranty with regard to the Obligations and not of their collectability only and is in no way conditioned upon any requirement that Landlord first attempt to collect such amounts due from Tenant. Upon any default by Tenant in the payment or performance of the Obligations, the liabilities and obligations of Guarantor hereunder shall, at the option of the Landlord, become forthwith due and payable to such Landlord without presentment, demand, protest, or notice of any nature, all of which are expressly waived by Guarantor. Guarantor expressly waives notice of non-payment, non-performance, or non-observance by Landlord under this Guaranty, and further waives all other notices and all demands and suretyship defenses and all other defenses in the nature thereof. The obligations of Guarantor under this Guaranty shall in no way be affected or limited by reason of the granting by Landlord of any advances, extensions, settlements, compromises, favors, or indulgences to Tenant, or by Landlord's pursuit or failure to pursue against Tenant or any other party any remedy available to Landlord at law or in equity.
3. No failure by Landlord to assert any right, no matter how long such failure may continue, shall constitute a waiver of such right. Landlord shall not be deemed to have waived any of Landlord's rights unless such waiver is set forth in a written instrument signed by the Landlord, and then only to the extent specifically set forth therein. No provision of this Guaranty can be changed,

waived, discharged, or terminated except by an instrument in writing signed by the Landlord and Guarantor expressly referring to the provision of this Guaranty to which such instrument relates.

4. Guarantor waives any right to require marshalling or exhaustion of any right or remedy against any person, collateral, or other property.
5. Guarantor shall be liable for and shall indemnify Landlord from all costs and expenses in connection with the enforcement of this Guaranty, including, without limitation, court costs and reasonable attorneys' fees, in addition to any other amounts that may be due under the terms of this Guaranty.
6. **Guarantor hereby waives any present or future right to a trial by jury in connection with any matter arising under or relating to the enforcement of Landlord's rights under this Guaranty.**
7. This Guaranty is intended to take effect as a sealed instrument to be governed by and construed in accordance with the laws of the State of Georgia, without application of principles of conflict of laws. The provisions of this Guaranty shall be binding upon Guarantor and its representatives, heirs and beneficiaries, and shall inure to the benefit of Landlord and its successors and assigns.
8. This Guaranty covers commissions payable by Landlord to the Brokers (if Tenant defaults), Base Rent, Additional Rent and the obligations of Tenant under this "triple net" Lease. If Tenant defaults, Guarantor shall pay to Landlord all commissions paid by Landlord to or payable by Landlord to Brokers. This Guaranty burns off at twenty percent (20%) of the total exposure of the Guarantor per year after the Rent Commencement Date so long as Tenant is not in default. Assuming no defaults, this Guaranty would expire in five (5) years after the Rent Commencement Date.

EXECUTED under seal this <sup>22nd</sup> day of October, 2025.

By: 
*Zac Patterson*  
dotloop verified  
10/22/25 12:00 PM EDT  
C4AB-1MX8-VRO6-I40L

Zac Patterson

By: \_\_\_\_\_



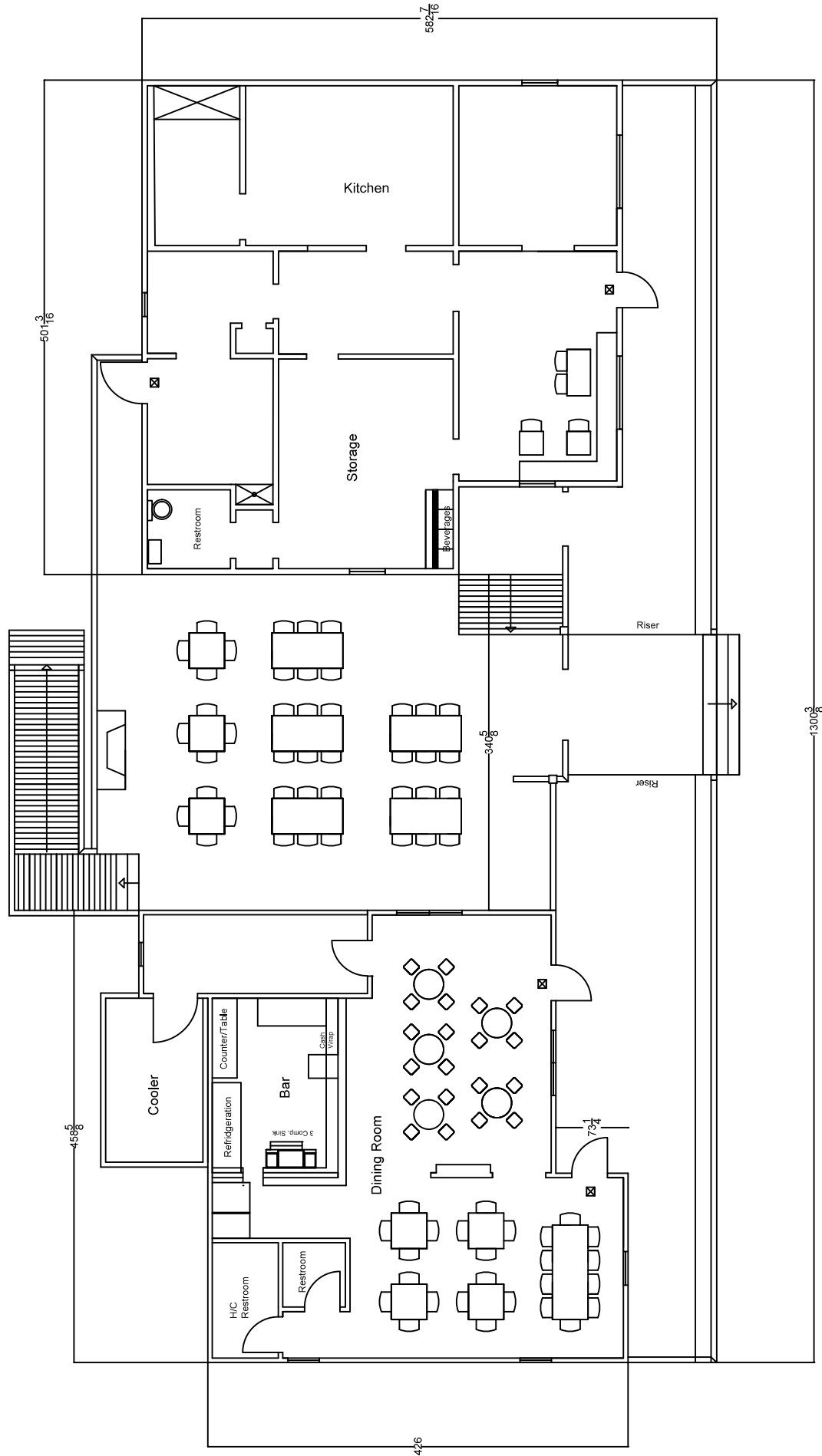
**Exhibit C to the Lease  
(Permitted Use – Attach copy of Menu)**

**Exhibit D to the Lease  
(Landlord's Work)**

- Landlord will confirm that all systems (HVAC, plumbing, electrical and toilets) are in working order upon turnover for Tenant's buildout work. Upon confirmation, Tenant shall be responsible thereafter under the terms of the Lease.







# SMASH HIT BURGERS

## Smash Hit Burger Menu

**Burgers:** (All Burgers Are Made with Certified Black Angus Beef & Served on a Toasted Brioche Bun.)

**House Smash Burger:** Tillamook Cheddar Cheese, Caramelized Vidalia Onions, Shredded Lettuce, House Made Pickles, Steakhouse Aioli.

**Cowboy Smash Burger:** Brisket Burnt Ends, Candied Jalapenos, Caramelized Vidalia Onions, Fried Egg, Pepperjack Cheese, Cherry Moonshine BBQ Sauce.

**Smokehouse Smash Burger:** White Oak Smoked Pulled Pork, Red Cabbage Slaw, Pickled Jalapeno, Caramelized Vidalia Onions, Tillamook Cheddar Cheese, Cherry Moonshine BBQ Sauce.

**Pimento Cheese Smash Burger:** Tillamook Pimento Cheese, Shredded Lettuce, Sliced Tomato, Sweet Onion & Bacon Jam.

**Reuben Smash Burger:** Sliced Pastrami, IPA Beer Kraut, Fried Pickles, Melted Swiss Cheese, Texas Pete Remoulade.

**Oscar Style Smash Burger:** Softshell Crab, Fried Asparagus, Charred Lemon Bearnaise Sauce, Baby Arugula.

**Brisket Chili Cheese Smash Burger:** Smoked Brisket Chili, Guinness Stout Beer Cheese, Fried Jalapeno Straws, Served on a Vidalia Onion Bun.

### **Creative Burger Alternatives:**

**The Gobbler:** Turkey Smash Burger, Chili Dusted Bacon, Melted Brie Cheese, Cranberry Chutney, Baby Arugula. (Served on a Toasted Cracked Wheat Bun)

**Hot Cheetos Fried Chicken Sandwich:** Hot Cheeto crusted Chicken Breast, House Made Pickles, Texas Pete Mayo, Shredded Lettuce.

**General Tso Fried Chicken Sandwich:** Crispy Fried Chicken, Homemade General Tso, Sesame Ginger Napa Slaw, Pickled Japanese Cucumbers, Sambal Mayo.

**Korean BBQ Philly:** Shaved Ribeye, Shimeji Mushrooms, Sauteed Red Peppers, Caramelized Onions, Melted Pepperjack Cheese, Spicy Kimchi.

**Deep Fried Lobster Roll:** Tempura Battered Lobster Tail, New England Style Top split Bun, Old Bay Garlic Butter.

### **Sides:**

Sweet Potato Crinkle Fries: Mayhem Maple Butter

Hand Cut Fries

White Truffle Fries

## Smash Hit Burger Menu

Fried Mac and Cheese: Red Pepper Jelly

Hot Cheeto Street Corn

Lump Crab Queso Fries

### **Loaded Tot Basket:**

Smoked Brisket, Jalapeno Queso, Cherry Moonshine BBQ,

Brisket Chili, Guinness Stout Beer Cheese, Fried Jalapeno Straws,

### **Gourmet Milkshakes:**

Strawberry Bunch Crunch

Butterfinger Brownie

Cinnamon Toast Crunch Cereal Milk

G.A. Peach Cobbler

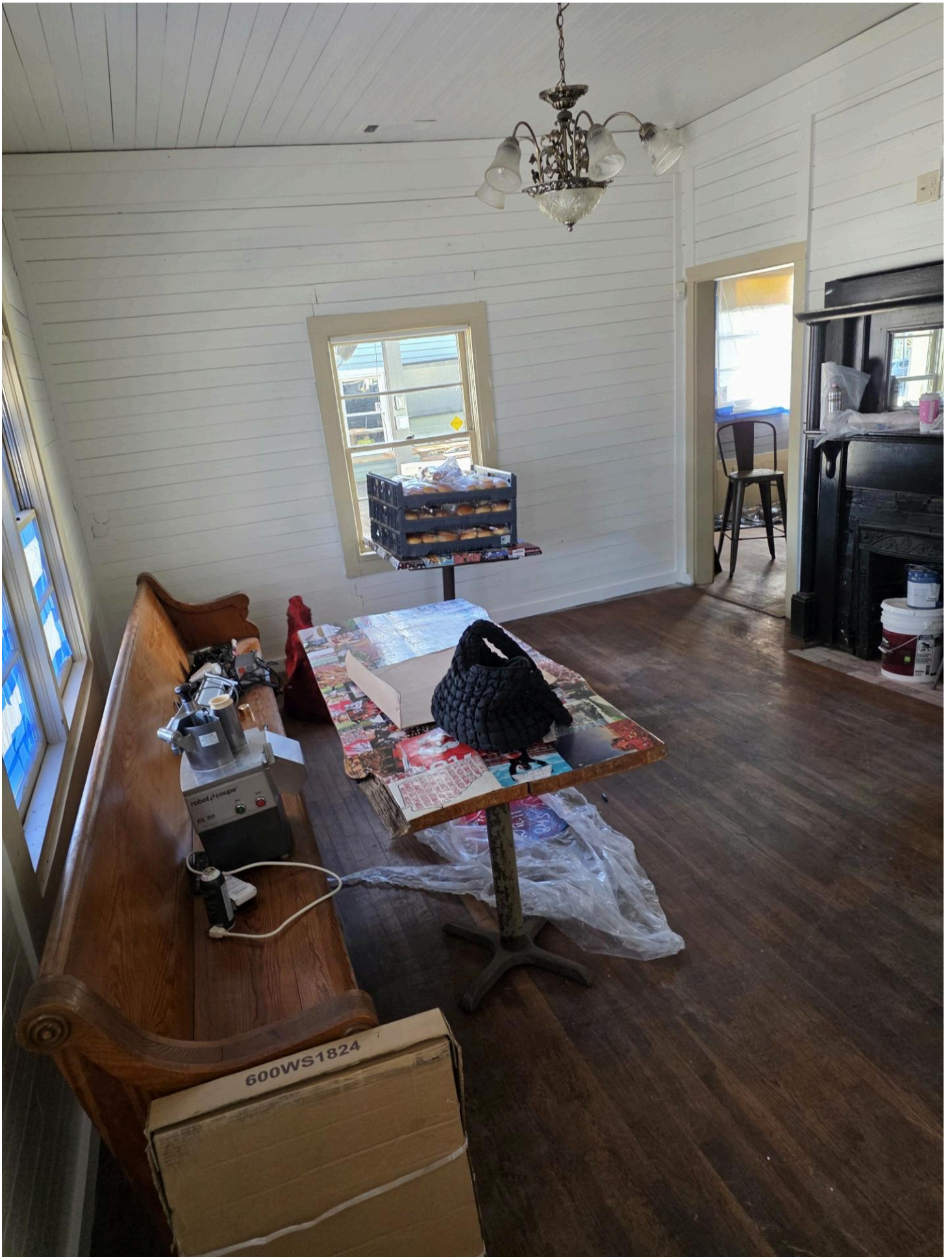
Madagascar Vanilla Crème Brulé

Blueberry Bo Nut



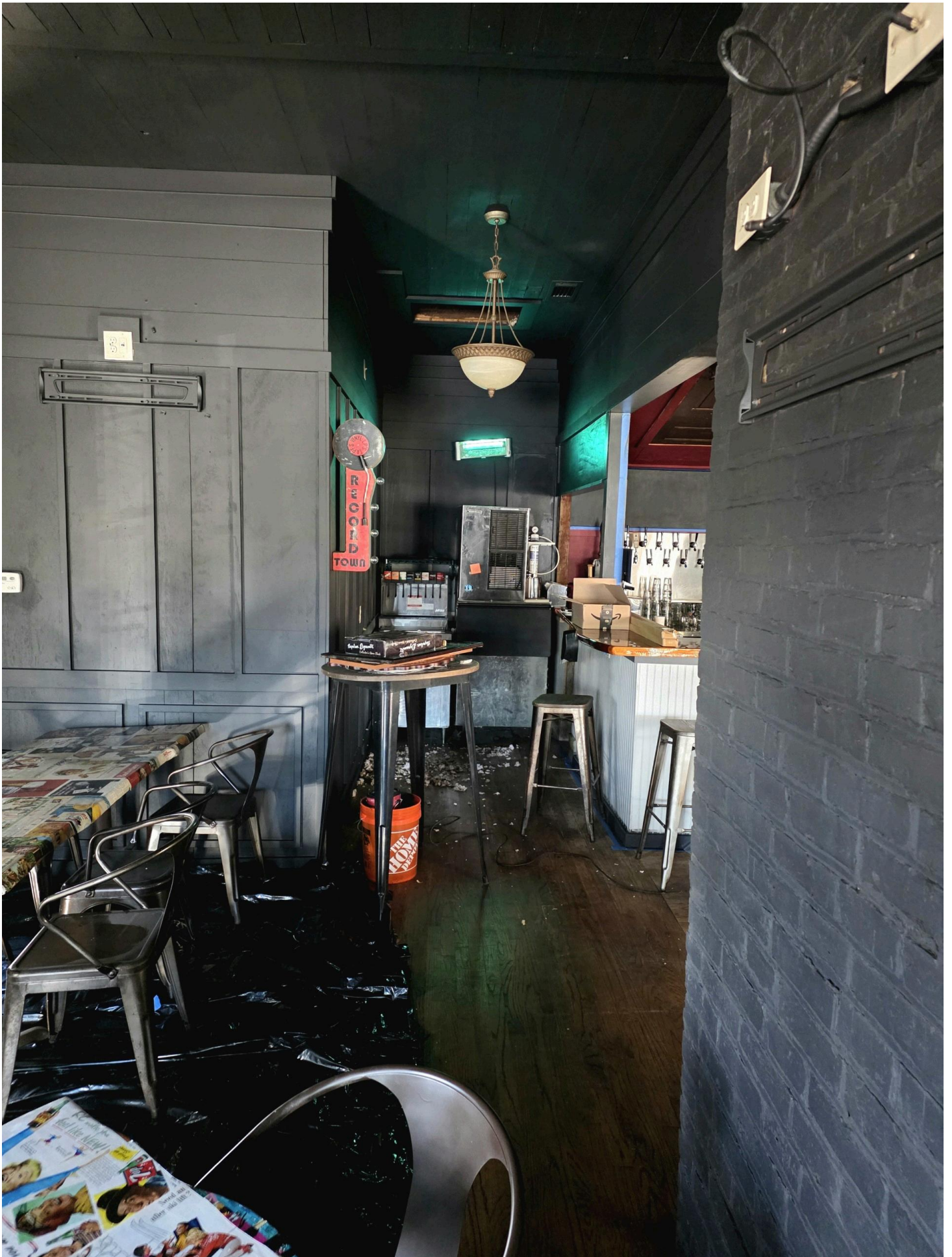




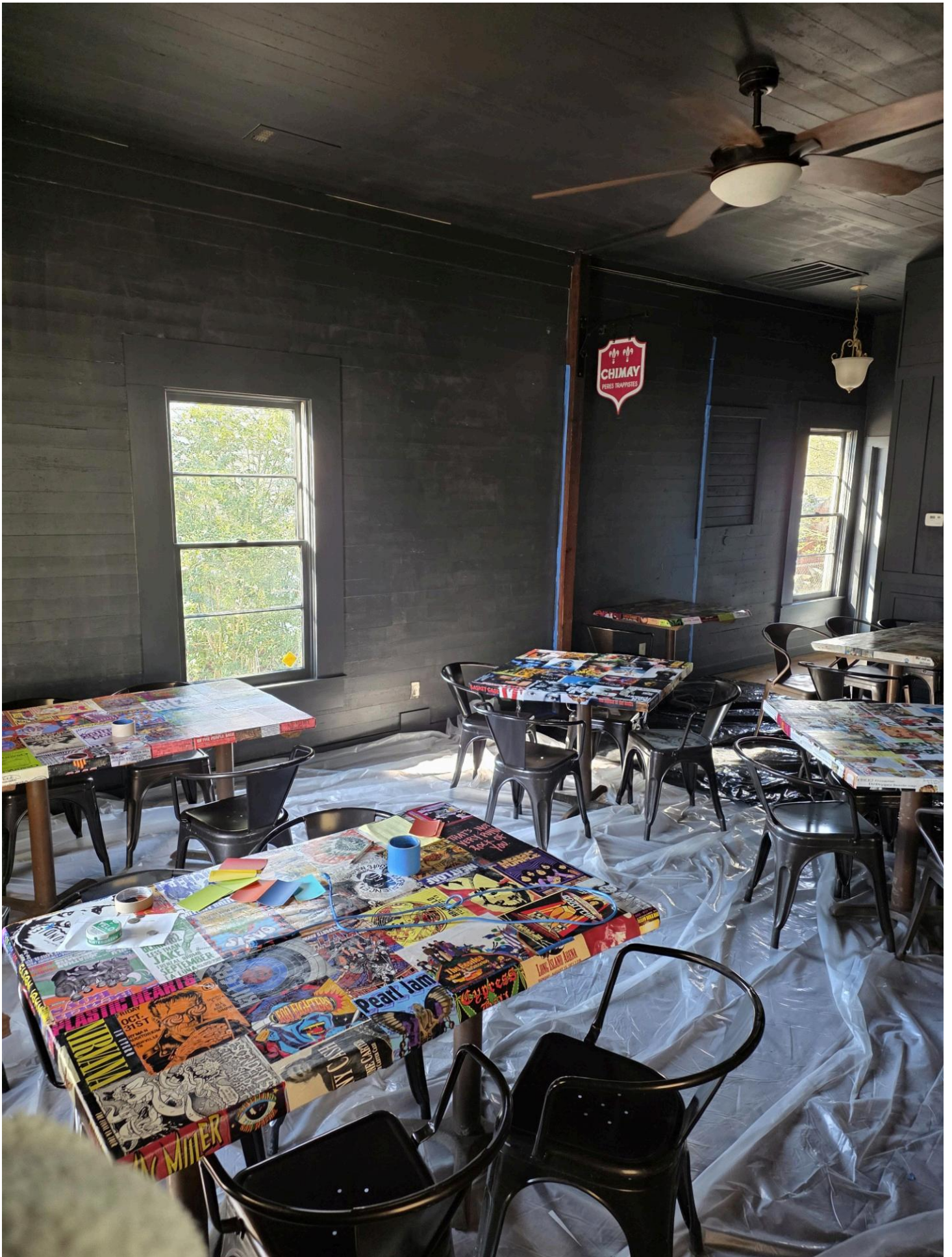






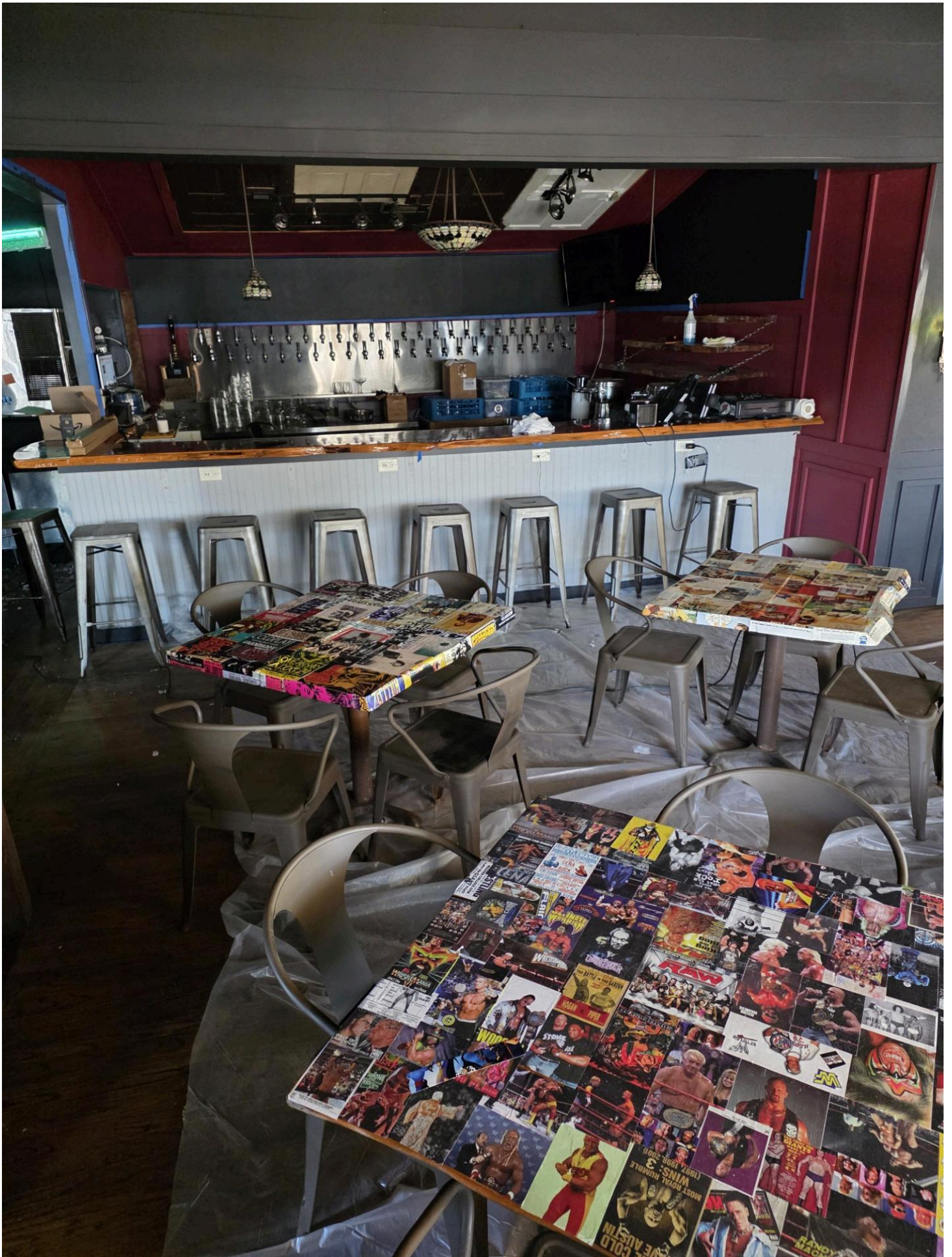


















GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

Establishment Name: !!SMASH HIT BURGERS - MOBILE
Address: 2921 CHEROKEE ST SW

City: KENNESAW Time In: 09 : 00 AM Time Out: 11 : 30 AM

Inspection Date: 03/09/2026 CFSM: Zac Patterson (11-12-2027)

Purpose of Inspection: Routine Followup Initial Issued Provisional Permit Temporary

Risk Type: 1 2 3 Permit#: FSP-033-007363

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health Interventions are control measures to prevent illness or injury.

Table with columns: Last Score, Grade, Date, Prior Score, Grade, Date

CURRENT SCORE CURRENT GRADE
100 A
SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U=69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points

Table with columns: Compliance Status, COS, R, and item descriptions for Supervision, Employee Health, Approved Source, Protection From Contamination, Cooking and Reheating, Holding of TCS Foods, Highly Susceptible Populations, Chemicals, and Conformance with Approved Procedures.

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)
Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Table with columns: Compliance Status, COS, R, and item descriptions for Safe Food and Water, Food Temperature Control, Prevention of Food Contamination, Postings and Compliance with Clean Air Act, Proper Use of Utensils, Utensils, Equipment and Vending, Water, Plumbing and Waste, Physical Facilities, and Pest and Animal Control.

Person in Charge (Signature) (Print) Zac Patterson Date: 03/09/2026
Inspector (Signature) Follow-up: YES NO Follow-up Date:

# Food Establishment Inspection Report Addendum

Violations cited in this report must be corrected within the time frames specified below, or as stated in the Georgia Department of Public Health Rules and Regulations Food Service Chapter 511-6-1, Rule .10 subsections (2)(h) and (i).

**Establishment**  
!!SMASH HIT BURGERS - MOBILE

**Permit #**  
FSP-033-007363

**Date**  
03/09/2026

**Address**  
2921 CHEROKEE ST SW

**City/State**  
KENNESAW GA

**Zipcode**  
30144

Item  
Number

## OBSERVATIONS AND CORRECTIVE ACTIONS

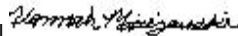
Remarks  
No TCS food onsite.  
1 hand sink and 3 compartment sink  
Approved Water Heater: Rinnai RE140iP; 2.5 GPM at 100F Rise.  
RECOMMEND PERMIT

Person in Charge (Signature)



Date: 03/09/2026

Inspector (Signature) HANNAH MACIEJEWSKI



Date: 03/09/2026



GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

Establishment Name: !!SMASH HIT BURGER
Address: 2921 CHEROKEE ST SW

City: KENNESAW Time In: 09 : 00 AM Time Out: 11 : 30 AM

Inspection Date: 03/09/2026 CFSM: Zac Patterson (11-12-2027)

Purpose of Inspection: Routine Followup Initial Issued Provisional Permit Temporary

Risk Type: 1 2 3 Permit#: FSP-033-007361

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health Interventions are control measures to prevent illness or injury.

Table with columns: Last Score, Grade, Date, Prior Score, Grade, Date

CURRENT SCORE CURRENT GRADE
100 A
SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U=69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points

Main table for Foodborne Illness Risk Factors and Public Health Interventions with multiple columns for compliance status and scores.

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)
Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Main table for Good Retail Practices with multiple columns for compliance status and scores.

Person in Charge (Signature) (Print) Zac Patterson Date: 03/09/2026
Inspector (Signature) Follow-up: YES NO Follow-up Date:

# Food Establishment Inspection Report Addendum

Violations cited in this report must be corrected within the time frames specified below, or as stated in the Georgia Department of Public Health Rules and Regulations Food Service Chapter 511-6-1, Rule .10 subsections (2)(h) and (i).

**Establishment**  
!!SMASH HIT BURGER

**Permit #**  
FSP-033-007361

**Date**  
03/09/2026

**Address**  
2921 CHEROKEE ST SW

**City/State**  
KENNESAW GA

**Zipcode**  
30144

Item  
Number

## OBSERVATIONS AND CORRECTIVE ACTIONS

No TCS Food while onsite.

Main kitchen Area: 3 hand sinks, 1 mop sink, 3 compartment sink, and 2 prep sinks; Bar Area: 3 hand sinks, 1 prep sink.

Remarks Dish Machines: CMA GL-X ; American Standard HT-25;

Approved Water Heaters: Main Kitchen Area (X3) Rheem ECOH200DVELN-3; 3GPM @100F RISE; Bar Area (x1) Rheem ECOH200DVELN-3; 3GPM @100F RISE

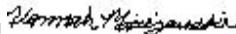
RECOMMEND PERMIT

Person in Charge (Signature)



Date: 03/09/2026

Inspector (Signature) HANNAH MACIEJEWSKI



Date: 03/09/2026



GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

Establishment Name: !!SMASH HIT BURGER - BASE

Address: 2921 CHEROKEE ST SW

City: KENNESAW Time In: 09 : 00 AM Time Out: 11 : 30 AM

Inspection Date: 03/09/2026 CFSM: Zac Patterson (11-12-2027)

Purpose of Inspection: Routine Followup Initial Issued Provisional Permit Temporary

Risk Type: 1 2 3 Permit#: FSP-033-007362

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health Interventions are control measures to prevent illness or injury.

Table with columns: Last Score, Grade, Date, Prior Score, Grade, Date

CURRENT SCORE CURRENT GRADE
100 A
SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U=69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points

Main table for Foodborne Illness Risk Factors and Public Health Interventions with multiple columns for compliance status and scores.

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)
Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Main table for Good Retail Practices with multiple columns for compliance status and scores.

Person in Charge (Signature) (Print) Zac Patterson Date: 03/09/2026
Inspector (Signature) Follow-up: YES NO Follow-up Date:

# Food Establishment Inspection Report Addendum

Violations cited in this report must be corrected within the time frames specified below, or as stated in the Georgia Department of Public Health Rules and Regulations Food Service Chapter 511-6-1, Rule .10 subsections (2)(h) and (i).

**Establishment**  
!!SMASH HIT BURGER - BASE

**Permit #**  
FSP-033-007362

**Date**  
03/09/2026

**Address**  
2921 CHEROKEE ST SW

**City/State**  
KENNESAW GA

**Zipcode**  
30144

Item  
Number

## OBSERVATIONS AND CORRECTIVE ACTIONS

No TCS Food while onsite.


Main Kitchen Area: 3 hand sinks, 1 mop sink, 3 compartment sink, and 2 prep sinks; Bar Area: 3 hand sinks, 1 prep sink.

Remarks Dish Machines: CMA GL-X ; American Standard HT-25;

Approved Water Heaters: Main Kitchen Area (X3) Rheem ECOH200DVELN-3; 3GPM @100F RISE; Bar Area (x1) Rheem ECOH200DVELN-3; 3GPM @100F RISE

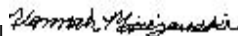
RECOMMEND PERMIT

Person in Charge (Signature)



Date: 03/09/2026

Inspector (Signature) HANNAH MACIEJEWSKI



Date: 03/09/2026



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Kayla Willis, Business License Manager

**DATE:** April 6, 2026

**TITLE:** **Alcohol License: Las Tejitas 2 LLC**  
 Consideration for approval of a Retail Pouring Alcohol License for Beer, Wine, and Sunday Sales for Las Tejitas 2 LLC located at 2090 Baker Road Suite 504, Kennesaw, GA 30144. Applicant: Howard Myers

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**Summary:**

The applicant has 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 meets all distance requirements per Sections 6-42 and 6-43.

**Recommendation:**

The Finance Director recommends approval.

**Fiscal Impact:**

100-0000-32-190000-00000: Application Fee \$350.00

**Attachments:**

1. LAS TEJITAS ALCOHOL\_Redacted\_Redacted

**LICENSE FEES**

Business license fees/occupational taxes are in addition to the annual alcohol license fees stated below:

	<u>POURING</u>	<u>PACKAGE</u>
LIQUOR	\$3000	\$2000
BEER	\$550	\$300
WINE	\$550	\$300
GROWLER	\$200	\$200
SUNDAY SALES	\$550	\$300
OFF PREMISE	\$500	N/A
MANUFACTURER	N/A	\$3000
WHOLESALE	N/A	\$100
BOTTLE HOUSE	N/A	\$2000

ALCOHOL LICENSES APPROVED AND ISSUED AFTER JULY 1st WILL BE PRORATED FOR ½ YEAR.

The Mayor and City Council will initially consider the application on the Wednesday prior to the scheduled City Council meeting. The final decision will be made in a public hearing and a representative from the business must be present at the public hearing. **The Business License Department may make a recommendation but has no authority in the decision regarding the license.** Hearings are held at 6:30 PM the first and third Mondays of each month, with exceptions of holidays when the hearing is moved to Tuesday. Hearings are held in the Council Chambers located at the rear entrance of Kennesaw City Hall at 2529 J.O. Stephenson Ave, Kennesaw, Georgia 30144. If there are any questions regarding the alcoholic beverage application, please contact the Business License Department at (770) 424-8274.



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

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

**License Application:**  
 Alcoholic Beverage

## APPLICATION

### Applying For (Check All That Apply):

- Liquor
- Beer
- Wine
- Growler
- Sunday Sales

### License Type (Choose one):

- Manufacturer
- Wholesaler
- Retail Package
- Retail Pouring

### Type of Establishment (Choose one):

- |                                                |                                                    |
|------------------------------------------------|----------------------------------------------------|
| <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Bottle House              |
| <input type="checkbox"/> Night Club            | <input type="checkbox"/> Convenience Store         |
| <input type="checkbox"/> Grocery Store         | <input type="checkbox"/> Indoor Entertainment Hall |
| <input type="checkbox"/> Lounge                | <input type="checkbox"/> Hotel/Motel               |
| <input type="checkbox"/> Private Club          | <input type="checkbox"/> Package Store             |

### Business Type (Choose one):

- Sole Proprietor
- Corporation
- LLC
- Partnership
- LLP

### Please fill out the below information:

1. Full name of business: Las Tejitas 2 LLC  
 Doing Business As (DBA): Not Applicable  
 Anticipated start date of business: Business opened 8/21/2025
  
2. Business location: 2090 Baker Road, Ste. 504, Kennesaw, GA, 30144  
 Email address: LasTejitasKennesaw@gmail.com  
 Phone Number: (770) 672-7793  
 Mailing address: 2090 Baker Road, Ste. 504, Kennesaw, GA, 30144

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

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

- |                                     |                 |                              |                                        |
|-------------------------------------|-----------------|------------------------------|----------------------------------------|
| a. Private residence                | 300 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| b. School or college                | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| c. Church                           | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| d. Public building                  | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| e. Hospital                         | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| f. Public park                      | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| g. Day care center*                 | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| h. Alcohol or drug treatment center | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

**Package Sales have additional distance limitations as follows:**

Package Sales Only (Liquor):

- |                                     |                  |                          |     |                          |    |
|-------------------------------------|------------------|--------------------------|-----|--------------------------|----|
| a. School or college                | 300 feet radius  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| b. Retail Liquor Package            | 1500 feet radius | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| c. Church                           | 300 feet radius  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| d. Day care center*                 | 300 feet radius  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| e. Alcohol or drug treatment center | 300 feet radius  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

Package Sales Only (Beer or Wine):

- |                                     |                 |                          |     |                          |    |
|-------------------------------------|-----------------|--------------------------|-----|--------------------------|----|
| a. School or college                | 300 feet radius | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| b. Alcohol or drug treatment center | 300 feet radius | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

\* Must accept GA Pre-K or HOPE Scholarship Monies

\* Must follow a prescribed state curriculum

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

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

- |                                                                   |                       |
|-------------------------------------------------------------------|-----------------------|
| Number of pool tables:                                            | <u>Not Applicable</u> |
| Number of video game machines:                                    | <u>Not Applicable</u> |
| Size of dance floor:                                              | <u>Not Applicable</u> |
| Amount of cover charge:                                           | <u>Not Applicable</u> |
| Will the location have a DJ, and if so, number of times per week: | <u>Not Applicable</u> |

5. How many square feet are the following:

- |                                                |                  |
|------------------------------------------------|------------------|
| a. Dining are:                                 | <u>1,000sqft</u> |
| b. Bar area:                                   | <u>100sqft</u>   |
| c. % of total dining space that is a bar area: | <u>10%</u>       |

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

How is the proposed location zoned? Retail

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

Zoning verified by City of Kennesaw Zoning Division staff member CMC

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

If new establishment, parking verified by the Zoning Division staff member N/A

**If Partnership or LLP:**

6. Partnership of LLP Name: Not Applicable

Partner/Member: Not Applicable  
Position: Not Applicable  
Email Address: Not Applicable  
Phone Number: Not Applicable

Social Security #: Not Applicable  
Date of Birth: Not Applicable  
% of Ownership: Not Applicable

Home Address: Not Applicable  
Not Applicable

City: Not Applicable  
State: Not Applicable  
ZIP: Not Applicable

Partner/Member: Not Applicable  
Position: Not Applicable  
Email Address: Not Applicable  
Phone Number: Not Applicable

Social Security #: Not Applicable  
Date of Birth: Not Applicable  
% of Ownership: Not Applicable

Home Address: Not Applicable  
Not Applicable

City: Not Applicable  
State: Not Applicable  
ZIP: Not Applicable

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

**If Corporation or LLC:**

7. Corporation or LLC Name: Las Tejitas 2 LLC

President/Member: Pedro Pineda  
Email Address: [REDACTED]  
Phone Number: [REDACTED]

Social Security #: [REDACTED]  
Date of Birth: [REDACTED]  
% of Ownership: 80%

Home Address: [REDACTED]

City: [REDACTED]  
State: Georgia  
ZIP: [REDACTED]

VP/Member: Howard Myers  
Email Address: [REDACTED]  
Phone Number: [REDACTED]

Social Security #: [REDACTED]  
Date of Birth: [REDACTED]  
% of Ownership: 20%

Home Address: [REDACTED]

City: [REDACTED]  
State: Georgia  
ZIP: [REDACTED]

Secretary/Member: Not Applicable  
Email Address: Not Applicable  
Phone Number: Not Applicable

Social Security #: Not Applicable  
Date of Birth: Not Applicable  
% of Ownership: Not Applicable

Home Address: Not Applicable

City: Not Applicable  
State: Not Applicable  
ZIP: Not Applicable

Treasurer/Member: Not Applicable  
Email Address: Not Applicable  
Phone Number: Not Applicable

Social Security #: Not Applicable  
Date of Birth: Not Applicable  
% of Ownership: Not Applicable

Home Address: Not Applicable

City: Not Applicable  
State: Not Applicable  
ZIP: Not Applicable

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

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

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

Corporate Name	Business Name	% Owned
Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable

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

Name	Position	SSN	Home Address	% Owned
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

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

Licensee/Owner Name	Business Name	Address
Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable

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

Name/Relationship	Home Address	Business Name/Address
Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable
Not Applicable	Not Applicable	Not Applicable

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

Property Owner: Las Tejitas 2 LLC  
 Address: 2090 Baker Road, Ste. 504, Kennesaw, GA 30144

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

\$ Not Applicable - Operating business

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

Licensee/Owner \$ ██████████  
 Other Owners \$ 0

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

Name of Lender	Address	Amount	Date	Interest Rate
<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>
<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>
<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>	<u>Not Applicable</u>

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

Name	Address	Compensation
<u>Howard Myers</u>	<u>[REDACTED] GA, [REDACTED]</u>	<u>\$ [REDACTED]/year</u>
<u>Vanessa Pineda</u>	<u>[REDACTED] GA, [REDACTED]</u>	<u>\$ [REDACTED]/year</u>

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

Name	Address
<u>Grace Williams, CPA</u>	<u>5195 Jimmy Carter Blvd #200, Norcross, GA 30093</u>

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

If yes, give full details.

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

Arrested	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Convicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Detained	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Indicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Pled Guilty	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Pled Nolo Contender	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
On Probation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Any Pending Criminal Charge	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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

Not Applicable

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

Not Applicable

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

Owners, managers, and employees selling alcoholic beverages will undergo a 4-hour ServSafe course.

Training will be given to all new employees as hired that work where alcohol is sold.

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

Written materials are provided to all employees while being trained during Serve Safe course and hiring process.

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

Yes  No

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

Yes  No



KENNESAW, GEORGIA  
COBB COUNTY

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

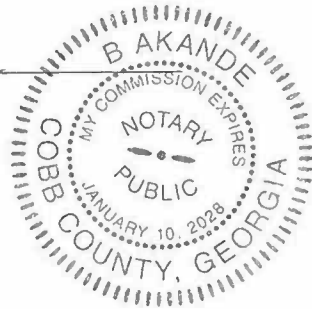
I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.

Howard R. Myers III  
Signature of Applicant

Vanessa Willis  
Signature of Spouse of Applicant

Sworn to and subscribed before me this  
21 day of October, 2015

B. Akande  
Notary Public



Melinda Forester / Manager  
Signature and title of person other than applicant filing out this application

678-833-7034  
Phone Number

Application received in Kennesaw City Hall by:  
Kayla M. Willis

Application to be heard by Mayor & Council  
Date & Time: April 6, 2026 at 6:30 pm

**A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING**



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

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

**License Application:**  
Alcoholic Beverage

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

NAME OF ESTABLISHMENT: Las Tejitas 2 LLC  
ADDRESS OF ESTABLISHMENT: 2090 Baker Road, Suite 504, Kennesaw, GA, 30144  
LICENSEE'S NAME: Howard Myers

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

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

Gross Receipts from Food sales this period: \$            ( 100 % )  
Gross Receipts from Alcoholic Beverage sales this period: \$ 0 ( 0 % )  
Total Food sales and Alcoholic Beverage sales this period: \$            ( 100 % )

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:  
Receipts are categorized in our point-of-sale system and sorted into different categories for reporting

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.

<u>Grace Williams</u>	<u>Grace Williams, CPA</u>	<u>(678) 446-3685</u>
CPA NAME (PRINTED)	NAME OF CPA FIRM	PHONE
<u>Grace M. Lopez Williams</u>	<u>5195 Jimmy Carter Blvd, Ste. 200</u>	<u>Norcross, GA 30093</u>
CPA SIGNATURE	BUSINESS ADDRESS	CITY/STATE ZIP

Maliq Williams  
SIGNATURE OF NOTARY PUBLIC

SWORN UNDER: OATH THIS 21st DAY OF October, 20 25

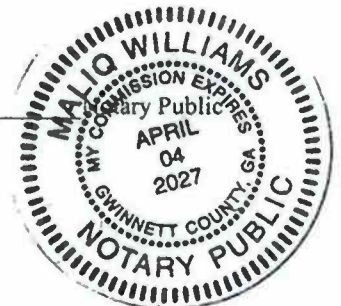
I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday from 12:30 p.m. until Monday 2:55 p.m. requires valid alcoholic beverage pouring license, valid Sunday Sales pouring license and that at least 50% of the licensed establishment's annual gross food and alcoholic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

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

Howard R. Myers  
Signature of Licensee/Owner

Sworn under oath this 21st day of October, 2025.

Maliq Williams





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

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

**License Application:**  
 Alcoholic Beverage

**OWNER/LICENSEE PERSONAL STATEMENT INFORMATION**

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

2. Phone Numbers:  
 a. Business: (770) 672-7793  
 b. Cell: [REDACTED]  
 c. Home: Not Applicable

3. Home Address: [REDACTED]  
 4. Business Address: 2090 Baker Road, Ste. 504, Kennesaw, GA 30144



5. Please fill out the following:  
 Age: 29 Sex: Male Height: 5'5 Color of Hair: Black  
 Race: Black Weight: 180 Color of Eyes: Black

6. Social Security #: [REDACTED]  
 7. Place of Birth: [REDACTED] PA Date of Birth: [REDACTED]

U.S. Citizen:  X  By Birth  Naturalized  
 If a naturalized citizen, provide certificate #: Not Applicable

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: Not Applicable  
 and submit copy of I-551 card

Derived Parents Certificate #'s: Not Applicable  
 Date & Port of Entry: Not Applicable

8. How long have you resided in the State of Georgia? 6 Years  
 9. Number of years at this present address? 2 Years

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

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

Full Name of Spouse: Vanessa Myers  
 Social Security #: [REDACTED] Spouse's Maiden Name: Pineda  
 Place of Birth: [REDACTED] GA Date of Birth: [REDACTED]  
 Place of Marriage: Ball Ground, GA Date of Marriage: 11/25/2022

Name of spouse's employer: Las Tejitas

Address of employer: 2090 Baker Road, Ste. 504, Kennesaw, GA, 30144

U.S. Citizen:  x   By Birth  Naturalized

If a naturalized citizen, provide certificate #: Not Applicable  
 and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: Not Applicable  
 and submit copy of I-551 card

Derived Parents Certificate #'s: Not Applicable

Date & Port of Entry: Not Applicable

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

Full Name	Address	Age	Birth Place
<u>Howard Myers</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED] GA</u>
<u>Mariah Myers</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>[REDACTED] GA</u>

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

	Full Name	Address
Parents:	<u>Dage Henry</u>	<u>[REDACTED]</u>
Siblings:	<u>Not Applicable</u>	<u>Not Applicable</u>
In-Laws:	<u>Pedro Pineda</u>	<u>[REDACTED]</u>

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

Not Applicable

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

Not Applicable

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

<u>M/YR</u>	<u>to</u>	<u>M/YR</u>	<u>School</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Degree</u>
<u>August 2014</u>		<u>May 2018</u>	<u>East Carolina University</u>	<u>E. 5th Street</u>	<u>Greenville</u>	<u>NC</u>	<u>Bachelor's</u>
<u>_____</u>		<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>		<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

Bachelor's



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

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

**License Application:**  
 Alcoholic Beverage

**OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT**

Name: Howard Myers  
 Social Security #: [REDACTED]  
 Residence Address: [REDACTED]  
 City/State/Zip: [REDACTED] GA, [REDACTED]  
 Residence Phone: [REDACTED]

Date of Birth: [REDACTED]  
 Name of Spouse: Vanessa Pineda  
 Business/Organization: Las Tejitas  
 Business Phone: (770) 672-7793  
 Partner/Officer in any other business?  Yes  No

**Assets**

Cash on hand in banks [REDACTED]  
 Accounts Receivable \$0  
 Stocks & Bonds \$0  
 Real Estate \$0  
 Cash value of Life Insurance \$0  
 Automobiles [REDACTED]  
 Deposit Accounts \$0  
 Credit w/ Financial Institutions [REDACTED]  
 Other Assets (Itemize) \$0

**Total Assets** [REDACTED]

**Liabilities**

Notes payable to banks - Secured \$0  
 Notes payable to banks - Unsecured \$0  
 Accounts Payable \$0  
 Unpaid Taxes \$0  
 Mortgage on Real Estate \$0  
 Other Debts (itemize) \$0  
 Total Liabilities \$0  
 Net Worth \$0

**Total Liabilities & Net Worth** [REDACTED]

Source of Annual Income Las Tejitas 2 LLC  
 Bonus & Commissions [REDACTED]  
 Alimony, Child Support, or Separate Income \_\_\_\_\_  
 Itemize all loan sources & Interest \_\_\_\_\_  
 Other Income (Itemize) \_\_\_\_\_  
**Total Income** \_\_\_\_\_

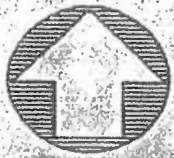
Salary [REDACTED]  
 Dividends [REDACTED]  
 Not Applicable \_\_\_\_\_  
 Not Applicable \_\_\_\_\_  
 Not Applicable \_\_\_\_\_  
 Not Applicable \_\_\_\_\_

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

Beneficiary: Not Applicable  
 Executor: Not Applicable

As of \_\_\_\_\_ 20\_\_\_\_

# EXAMPLE OF SURVEY



Nearest Residential Property - 136' (Cemetery)  
 Nearest Church - 872' (Door-Door Shiloh UMC)  
 Nearest School - Greater Than 600'  
 Nearest Library - Greater Than 600'  
 Nearest Alcoholic Treatment Center - Greater Than 600'

## ALCOHOLIC BEVERAGE SURVEY - CONSUMPTION ON PREMISES

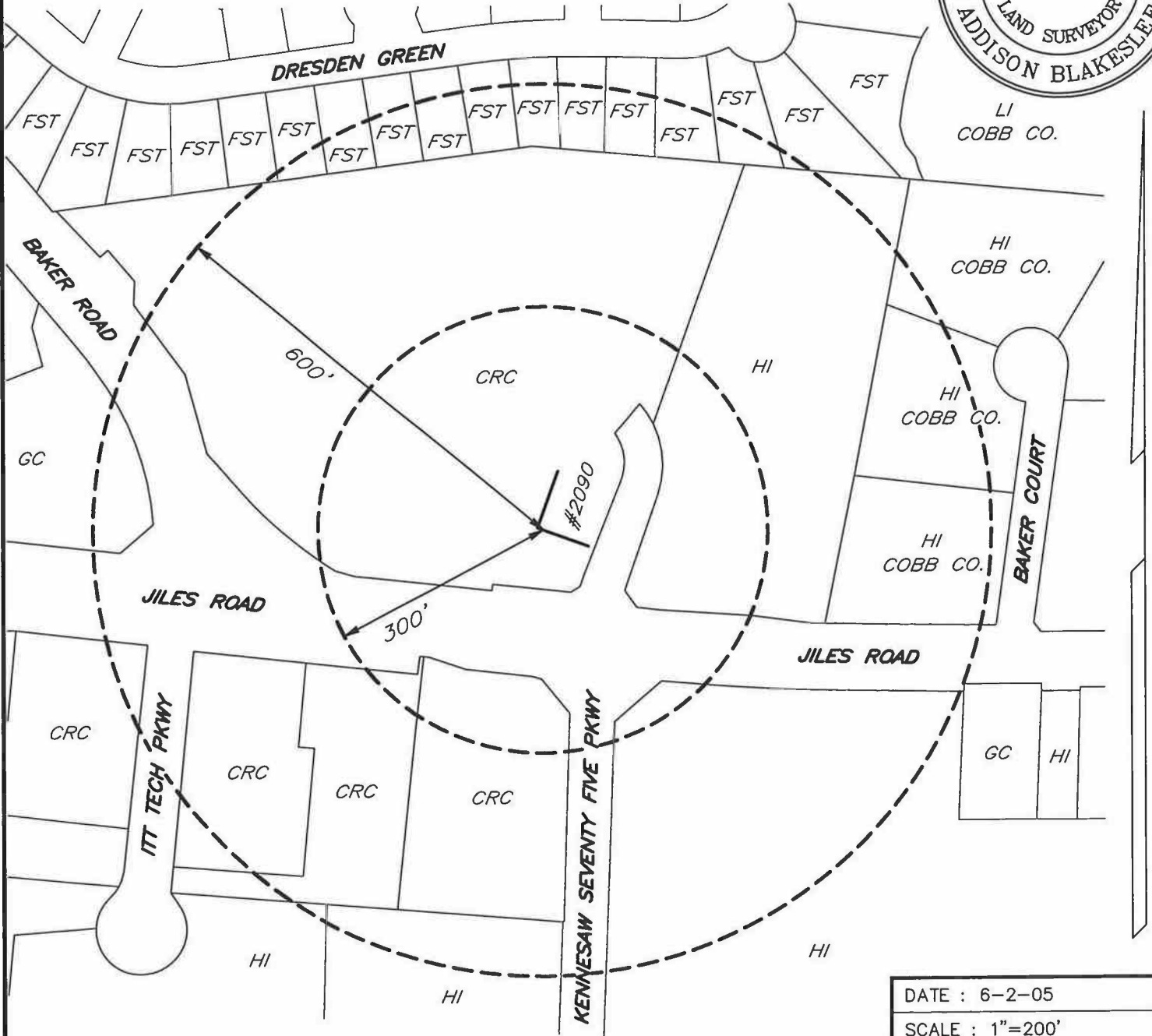
~~████████████████████ CHEROKEE STREET, DUNWOODY~~  
~~████████████████████~~

Land Lot █ of the █ District, █ Section  
 Cobb County, City of Kennesaw, Georgia

LOCATED IN  
 LAND LOTS  
 DISTRICT  
 SECTION  
 Cobb COUNTY,  
 CITY OF KENNESAW  
 GEORGIA

JOB NO.	3784	REVISIONS	DATE
DRAWN BY:	JD		
CHECKED BY:	DLP		
DATE	3-10-04		
SCALE	1" = 200'		
FIELD DATE	3-09-04		

~~████████████████████~~  
~~████████████████████~~  
 SMYRNA, GEORGIA 30080  
 FAX: ~~████████████████████~~  
  
 ALL TYPES OF SURVEYS AND ENGINEERING AND LAND SURVEYING

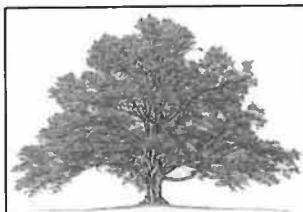


NAD 83-GA. WEST

- NEAREST RESIDENCE:
- NEAREST CHURCH: 3,100'± (SHILOH UNITED METHODIST)
- NEAREST PARK: 2,200'± (FAIRFAX PARK)
- NEAREST SCHOOL: 2,700'± (MOUNTAIN VIEW PREP)
- NEAREST LIBRARY: 8,000'± (KSU HORACE W. STURGIS LIBRARY)

BUSINESS: LAS TEJITAS  
 ADDRESS: 2090 BAKER ROAD, SUITE 504  
 KENNESAW, GA. 30144  
 OWNER: HOWARD MYERS  
 PHONE: [REDACTED]  
 EMAIL: LASTEJITASKENNESAW@GMAIL.COM

DATE : 6-2-05
SCALE : 1"=200'
DRAWN BY : DAS
CHECKED BY : DOR
DRAWING NAME : BANJEE.DWG
PROJECT NO. : 2005273.40

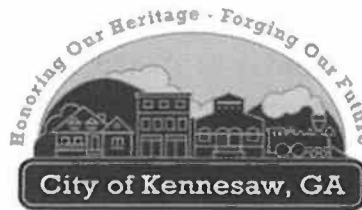


**PRISTINE**  
 LAND SERVICES  
 Land Surveyors • Landscapes • Environmental  
 4131 Bollingbrook Dr.  
 Marietta, Georgia 30062  
 Phone 404.787.1012  
 www.pristinelandservices.com

ALCOHOLIC BEVERAGE SURVEY FOR :  
**COBB COUNTY**

LOCATED IN LAND LOT 62 - 20TH DISTRICT - 2ND SECTION  
 CITY OF KENNESAW  
 COBB COUNTY, GEORGIA

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

### Appeal Process

The applicant is provided an opportunity to appeal an adverse decision that was based on criminal history record information provided from the fingerprint-based background check.

The procedures for the appeal process are as follows:

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

### Applicant Privacy Rights

As an applicant who is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a non-criminal justice purpose (such as an application for criminal justice or non-criminal justice employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or explained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your criminal history record (if you have such a record).

- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the criminal history record.
- If agency policy permits, the officials may provide you with a copy of your criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may find information regarding how to obtain a copy of your Georgia criminal history record at the GBI website: <https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions>. Information regarding how to obtain a copy of your FBI criminal history record is located at the FBI website: <https://www.edo.cjis.gov>.
- If you decide to challenge the accuracy or completeness of your criminal history record, you should contact and send your challenge to the agency that contributed the questioned information. If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at <https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-asked-questions>. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenge entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR16.30 through 16.34).
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

#### Privacy Act Statement

This privacy act statement is located on the back of the (blue) FD-258 fingerprint card. Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include: Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

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

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

**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.

Howard R. Myers III  
Signature of Applicant

3/5/2026  
Date

Howard Myers  
Printed Name



# THE ENTREES



**MUCHA QUESADILLA (\$11.95)**

Quesadilla with your choice of meat, and served with a side of rice and beans



**TRADITIONAL TORTA (\$11.95)**

Traditional Mexican sandwich that comes with mayo, beans, lettuce, tomatoes, and avocado



**HOMEY HUARACHE (\$12.45)**

Hand-made flat tortilla covered with your choice of meat, beans, lettuce, pico de gallo, avocado, queso fresco, and sour cream



**SUPER BURRITO/BOWL (\$11.95)**

Burrito filled with your choice of meat, rice, beans, cheese, lettuce, pico de gallo, avocado, and sour cream



**FIESTA NACHOS (\$12.95)**

Freshly-made tortilla chips, topped with melted queso, your choice of meat, pico de gallo, your cream, and guacamole



**STREET TACOS (\$3.75 EACH)**

Authentic Mexican street tacos pecked with your choice of meat, and topped with fresh cilantro and onions

Specialty Meats - Chorizo, Cecina, Barbacoa, and Carnitas +\$1.00/Tacos +\$0.25  
Premium Meats - Buche, Camaron, Lengua, Cabeza (Entrees +\$1.50/Tacos +\$0.50)



# THE EXTRAS

## FAJITAS

- ASADA (STEAK) FAJITAS (\$15.95)
- POLLO (CHICKEN) FAJITAS (\$15.95)
- CAMARON (SHRIMP) FAJITAS (\$15.95)
- TEJITAS FAJITAS (\$19.95)

## FAVORITES

- CARNE ASADA PLATILLO (\$16.95)
- BISTEC A LA MEXICANA (\$15.95)
- FAJITA QUESADILLA (+\$1.95)
- CHICKEN FINGERS AND FRIES (\$11)

## SIGNATURE BIRRIA COMBO

filled tacos filled with your choice of barbacoa or shredded chicken, cheese, cilantro, and onion. Comes with a side of dipping consomé broth.

- THREE COUNT COMBO (\$13.95)
- FIVE COUNT COMBO (\$17.65)

## SIDES

- RICE AND BEANS \$4.25
- RICE ONLY \$3.25
- BEANS ONLY \$3.25
- GRILLED JALAPEÑO \$2.75
- CONSUMÉ \$4.25

## MORE SIDES

- CHIPS & GUAC (REG/LRG) \$4.95/\$7.95
- CHIPS & QUESO (REG/LRG) \$4.95/\$7.95
- CHIPS & SALSA (REG/LRG) \$3.95/\$6.95
- CHIPS & PICO (REG/LRG) \$3.75/\$6.75
- CHIPS (REG/LRG) \$2.25/\$3.25
- FRENCH FRIES (REG/LRG) \$3.45/\$6.25
- ESQUITES (STREET CORN) \$5.25

## DRINKS

- PIÑA CON NARANJA (REG/LRG) \$3.85/\$6.35
- PEPINO CON LIMON (REG/LRG) \$3.85/\$6.35
- MARACUYÁ (REG/LRG) \$3.85/\$6.35
- HORCHATA (REG/LRG) \$3.85/\$6.35
- LEMONADE (REG/LRG) \$3.85/\$6.35
- SODA \$2.95
- WATER \$1.65

## DESSERTS

- CHURROS (3) \$3.65
- FLAVORED CHURROS \$4.85
- CAKE SLICES \$4.65



 GEORGIA DEPARTMENT OF PUBLIC HEALTH	<b>GEORGIA DEPARTMENT OF PUBLIC HEALTH</b> <b>Food Service Establishment Inspection Report</b>	<b>CURRENT SCORE</b> <span style="font-size: 48pt; font-weight: bold;">100</span>	<b>CURRENT GRADE</b> <span style="font-size: 48pt; font-weight: bold;">A</span>
	Establishment Name: <u>LAS TEJITAS #2</u> Address: <u>2090 BAKER RD NW STE 504</u> City: <u>KENNESAW</u> Time In: <u>11</u> : <u>10</u> AM Time Out: <u>12</u> : <u>45</u> PM Inspection Date: <u>09/08/2025</u> CFSM: <u>Howard Myers (02-9-2029)</u>		<div style="font-size: 24pt; font-weight: bold;">SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U≤69</div>
Purpose of Inspection: Routine <input checked="" type="radio"/> Followup <input type="radio"/> Initial <input type="radio"/> Issued Provisional Permit <input type="radio"/> Temporary <input type="radio"/>		Last Score: <span style="font-size: 24pt; font-weight: bold;">100</span> Grade: <span style="font-size: 24pt; font-weight: bold;">A</span> Date: <span style="font-size: 18pt;">02/11/25</span>	
Risk Type: 1 <input type="radio"/> 2 <input checked="" type="radio"/> 3 <input type="radio"/> Permit#: <u>FSP-033-006565</u>		Prior Score: <span style="font-size: 24pt; font-weight: bold;">100</span> Grade: <span style="font-size: 24pt; font-weight: bold;">A</span> Date: <span style="font-size: 18pt;">08/14/24</span>	

**FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS**  
 (Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)  
 IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points

Compliance Status					COS	R	Compliance Status					COS	R								
1	IN	OUT	NA	NO	Supervision		4 points	5	IN	OUT	NA	NO	Cooking and Reheating of TCS Foods, Consumer Advisory		9 points						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1-2A. PIC present, demonstrates knowledge, performs duties		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	5-1A. Proper cooking time and temperatures		<input type="radio"/> <input type="radio"/>						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	1-2B. Certified Food Protection Manager		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	5-1B. Proper reheating procedures for hot holding		<input type="radio"/> <input type="radio"/>						
2	IN	OUT	NA	NO	Employee Health, Good Hygienic Practices, Preventing Contamination by Hands		9 points		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	5-2. Consumer advisory provided for raw and undercooked foods		<input type="radio"/> <input type="radio"/>						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-1A. Proper use of restriction & exclusion		<input type="radio"/> <input type="radio"/>	6	IN	OUT	NA	NO	Holding of TCS Foods, Date Marking of TCS Foods		9 points						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-1B. Hands clean and properly washed		<input type="radio"/> <input type="radio"/>		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	6-1A. Proper cold holding temperatures		<input type="radio"/> <input type="radio"/>						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-1C. No bare hand contact with ready-to-eat foods or approved alternate method properly followed		<input type="radio"/> <input type="radio"/>		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	6-1B. Proper hot holding temperatures		<input type="radio"/> <input type="radio"/>						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-2A. Management knowledge, responsibilities, reporting		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	6-1C. Proper cooling time and temperature		<input type="radio"/> <input type="radio"/>						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-2B. Proper eating, tasting, drinking, or tobacco use		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	6-1D. Time as a public health control: procedures and records		<input type="radio"/> <input type="radio"/>						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-2C. No discharge from eyes, nose, and mouth		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	6-2. Proper date marking and disposition		<input type="radio"/> <input type="radio"/>						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-2D. Adequate handwashing facilities supplied & accessible		<input type="radio"/> <input type="radio"/>	7	IN	OUT	NA	NO	Highly Susceptible Populations		9 points						
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	2-2E. Response procedures for vomiting & diarrheal events		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	7-1. Pasteurized foods used: Prohibited foods not offered		<input type="radio"/> <input type="radio"/>						
3	IN	OUT	NA	NO	Approved Source		9 points		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	8		IN	OUT	NA	NO	Chemicals		4 points
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3-1A. Food obtained from approved source		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	8-2A. Food additives: approved and properly used		<input type="radio"/> <input type="radio"/>						
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3-1B. Food received at proper temperature		<input type="radio"/> <input type="radio"/>		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	8-2B. Toxic substances properly identified, stored, used		<input type="radio"/> <input type="radio"/>						
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	3-1C. Food in good condition, safe, and unadulterated		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	9		IN	OUT	NA	NO	Conformance with Approved Procedures		4 points
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3-1D. Required records: shellstock tags, parasite destruction		<input type="radio"/> <input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	9-2. Compliance with variance, specialized process and HACCP plan		<input type="radio"/> <input type="radio"/>						
4	IN	OUT	NA	NO	Protection From Contamination		9 points		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>									
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4-1A. Food separated and protected		<input type="radio"/> <input type="radio"/>														
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4-1B. Proper disposition of returned, previously served, reconditioned, and unsafe food		<input type="radio"/> <input type="radio"/>														
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4-2A. Food stored covered		<input type="radio"/> <input type="radio"/>														
	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	4-2B. Food-contact surfaces: cleaned & sanitized		<input type="radio"/> <input type="radio"/>														

**GOOD RETAIL PRACTICES**  
 (Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)  
 Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Compliance Status					COS	R	Compliance Status					COS	R
10	OUT	Safe Food and Water, Food Identification			3 points	14	OUT	Proper Use of Utensils			1 point		
	<input type="radio"/>	10A. Pasteurized eggs used where required			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	14A. In-use utensils: properly stored			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	10B. Water and ice from approved source			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	14B. Utensils, equipment and linens: properly stored, dried, handled			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	10C. Variance obtained for specialized processing methods			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	14C. Single-use/single-service articles: properly stored, used			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	10D. Food properly labeled; original container			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	14D. Gloves used properly			<input type="radio"/> <input type="radio"/>		
11	OUT	Food Temperature Control			3 points	15	OUT	Utensils, Equipment and Vending			1 point		
	<input type="radio"/>	11A. Proper cooling methods used: adequate equipment for temperature control			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	11B. Plant food properly cooked for hot holding			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	15B. Warewashing facilities: installed, maintained, used; test strips			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	11C. Approved thawing methods used			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	15C. Nonfood-contact surfaces clean			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	11D. Thermometers provided and accurate			<input type="radio"/> <input type="radio"/>	16	OUT	Water, Plumbing and Waste			2 points		
12	OUT	Prevention of Food Contamination			3 points		<input type="radio"/>	16A. Hot and cold water available; adequate pressure			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	12A. Contamination prevented during food preparation, storage, display			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	16B. Plumbing installed; proper backflow devices			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	12B. Personal cleanliness			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	16C. Sewage and waste water properly disposed			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	12C. Wiping cloths: properly used and stored			<input type="radio"/> <input type="radio"/>	17	OUT	Physical Facilities			1 point		
	<input type="radio"/>	12D. Washing fruits and vegetables			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	17A. Toilet facilities: properly constructed, supplied, cleaned			<input type="radio"/> <input type="radio"/>		
13	OUT	Postings and Compliance with Clean Air Act			1 point		<input type="radio"/>	17B. Garbage/refuse properly disposed; facilities maintained			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	13A. Posted: Permit/Inspection/Choking Poster/Handwashing			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	17C. Physical facilities installed, maintained, and clean			<input type="radio"/> <input type="radio"/>		
	<input type="radio"/>	13B. Compliance with Georgia Smoke Free Air Act			<input type="radio"/> <input type="radio"/>		<input type="radio"/>	17D. Adequate ventilation and lighting; designated areas used			<input type="radio"/> <input type="radio"/>		
						18	OUT	Pest and Animal Control			3 points		
							<input type="radio"/>	18. Insects, rodents, and animals not present			<input type="radio"/> <input type="radio"/>		

Person in Charge (Signature) <i>Howard Myers</i>	(Print) Howard Myers	Date: 09/08/2025
Inspector (Signature) <i>Howard Myers</i>	Follow-up: YES <input type="radio"/> NO <input checked="" type="radio"/>	Follow-up Date:

**BUSINESS NAME:** LAS TEJITAS #2 LLC  
**PROJECT NAME:** 2090 BAKER RD SUITE 504  
**PROJECT LOCATION:** KENNESAW GA 30144

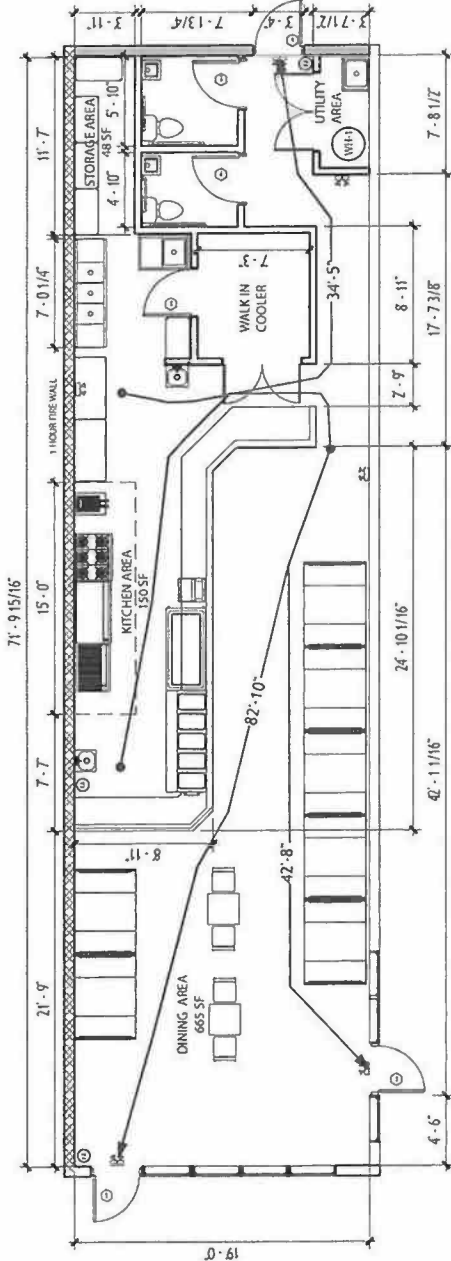
**OCCUPANCY CLASSIFICATION:** CONSTRUCTION CLASSIFICATION:  
 ASSEMBLY YES-B  
 FIRE ALARMS NO  
 BUILDING HEIGHT & DESIGN LOAD  
 NUMBER OF STORIES 1  
 FLOOR LEVEL LOCATION 1  
 MINIMUM FLOOR LIVE LOADS (PSF) N/A  
 MINIMUM ROOF LIVE LOADS (PSF) N/A

**49 OCCUPANTS PER NFPA101**  
**TOTAL AREA :1368 SF**

\* CALCULATED OCCUPANCY LOAD  
 - NFPA 101 TABLE 7.3.1.2. & SECTION 7.3.3.1

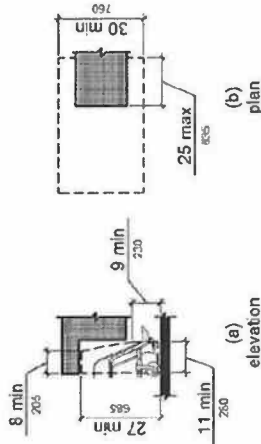
TOTAL GROSS AREAS / OCCUPANT LOADS		CALCULATIONS		EGRESS	
SQUARE FOOTAGE					
DINING AREA	665 SF	15 SF/PERSON = 45	45 X 0.2 IN = 9 IN.		
STORAGE AREA	48 SF	300SF/PERSON = 1	1 X 0.2 IN = 0.2 IN.		
KITCHEN AREA	423 SF	150 SF/PERSON = 3	3 X 0.2 IN = 0.6 IN.		
TOTAL OCCUPANCY:		45 + 1 + 3 = 49 OCCUPANTS			
TOTAL EGRESS REQUIRED:		9 + 0.2 + 0.6 = 9.8 IN.			
		- 1 EXISTS TOTALING 108 IN. PROVIDED			

OCCUPANCY GROUP : ASSEMBLY



1 LIFE SAFETY PLAN  
 1/8" = 1'-0"

LIFE SAFETY LEGEND	
	EXISTING 1HR FIRE WALL
	EXISTING NON RATED WALL
	FIRE EXTINGUISHER, LOCATED PER NFPA-10 REFER TO SPECIFICATIONS
	EMERGENCY LIGHT
	EXIT LIGHT COMBO



EXISTING DOOR SCHEDULE	
NO.	SIZE
MD1	3'-0" x 6'-8" x 1-3/4"
AD1	3'-0" x 7'-0" x 1-3/4"
GD1	3'-0" x 7'-0" x 1-3/4"
MD1	3'-0" x 7'-0" x 2"

DOOR NO.	TYPE	FINISH	FRAME MATERIAL	SIZE	FINISH	CLOSER	HARDWARE FUNCTION	REMARK
MD1	A	PAINT	WOOD		PAINT YES	YES	W/ LATCH	
AD1	A	PAINT	WOOD		PAINT YES	YES	W/ LATCH, EXISTING	
GD1	A	PAINT	METAL		PAINT YES	YES	W/ LATCH, EXISTING	
MD1	A	PAINT	METAL		PAINT YES	YES	W/ LATCH, EXISTING	

No.	Description	Date

LIFE SAFETY PLAN		
Project number	Project Number	
Date	Issue Date	
Drawn by	Author	
Checked by	Checker	
	LSP-01	
	Scale 1/8" = 1'-0"	

**LAS TEJITAS #2 LLC**  
 2090 BAKER RD SUITE 504  
 KENNESAW GA 30144

WWW.PONARQ3D.COM  
 TEL. 678-467-7198

# STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF ORGANIZATION

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

**Las Tejitas 2 LLC**

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **02/09/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **02/13/2024**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

**Amended Annual Registration**

\*Electronically Filed\*

Secretary of State

Filing Date: 2/26/2026 2:20:34 PM

### BUSINESS INFORMATION

**BUSINESS NAME** : Las Tejitas 2 LLC  
**CONTROL NUMBER** : 24029991  
**BUSINESS TYPE** : Domestic Limited Liability Company  
**FILING TYPE** : Amended Annual Registration

### CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS AND REGISTERED AGENT

**PRINCIPAL OFFICE ADDRESS** : 2175 Old Concord Rd, Ste C, Smyrna, GA, 30080, USA  
**REGISTERED AGENT NAME** : Pedro Pineda  
**REGISTERED OFFICE ADDRESS** : [REDACTED]  
**REGISTERED OFFICE COUNTY** : Gwinnett

### CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

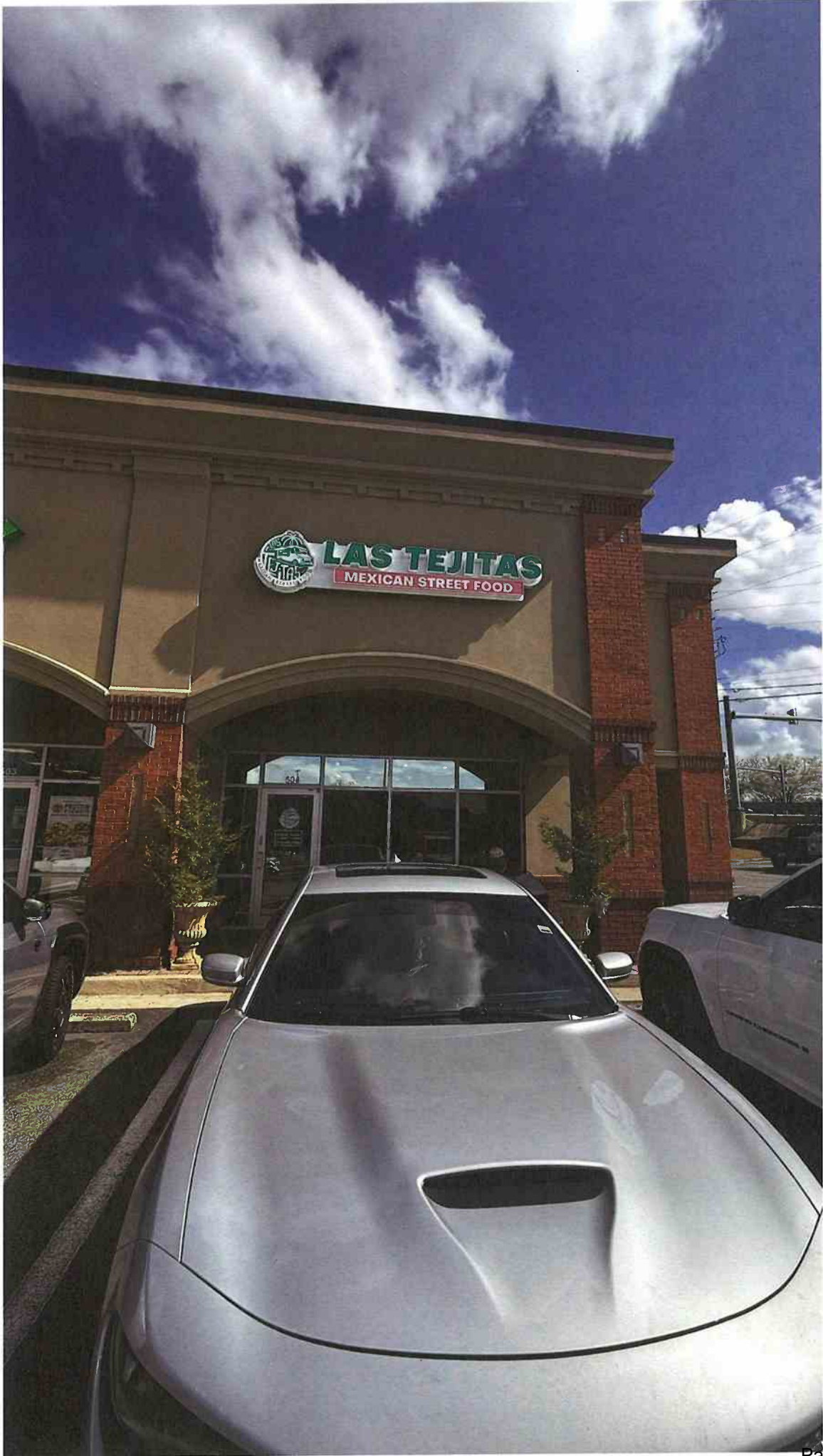
**PRINCIPAL OFFICE ADDRESS** : 2090 Baker Road, Ste 504, Kennesaw, GA, 30144, USA  
**REGISTERED AGENT NAME** : Pedro Pineda  
**REGISTERED OFFICE ADDRESS** : [REDACTED]  
**REGISTERED OFFICE COUNTY** : Cobb

### AUTHORIZER INFORMATION

**AUTHORIZER SIGNATURE** : Pedro Pineda  
**AUTHORIZER TITLE** : Organizer

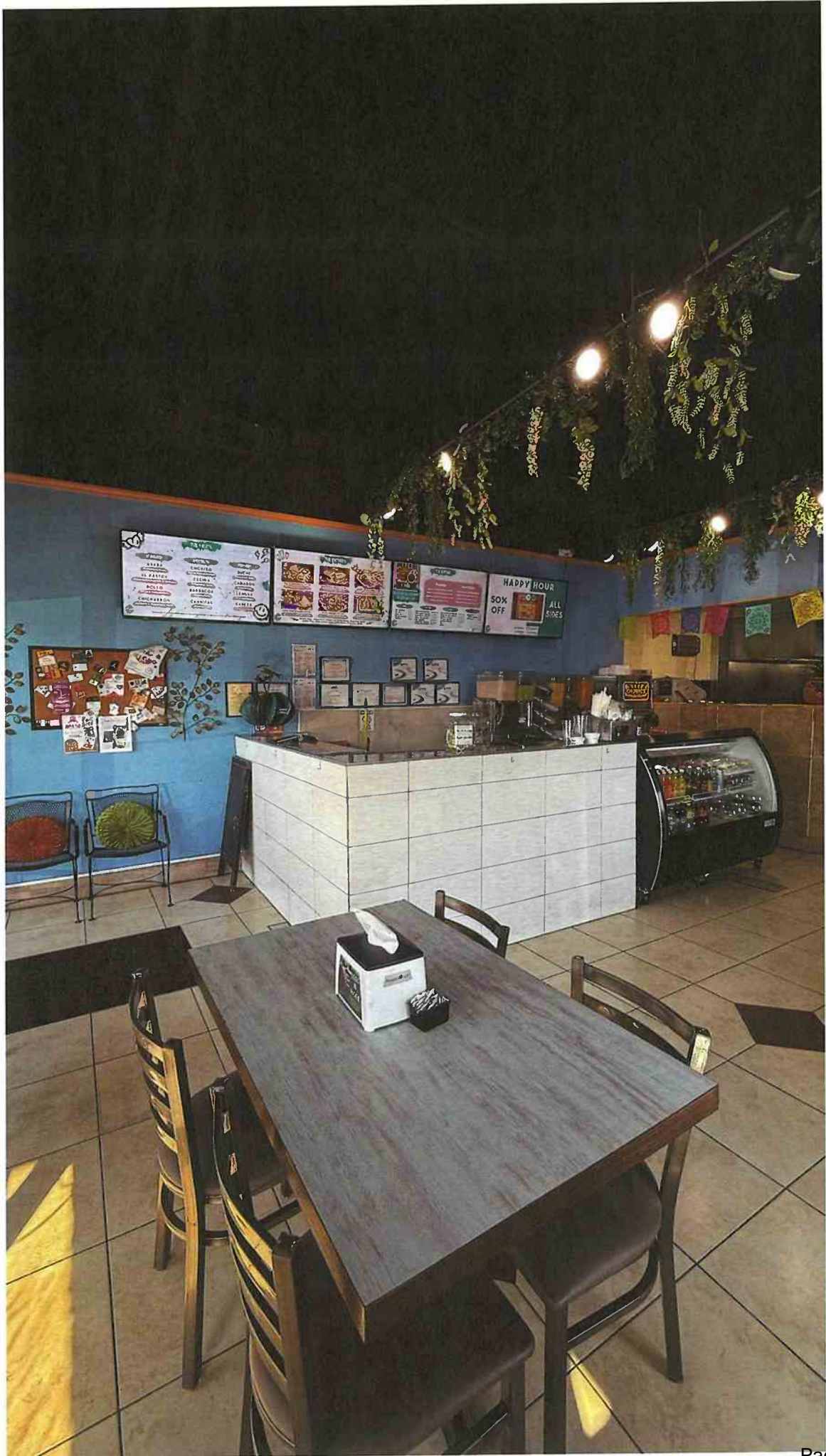















USA  
GA

**GEORGIA**  
DRIVER'S LICENSE


DL 

Governor: *B. Perdue*

4a DL NO. [REDACTED] 3 DOB [REDACTED]  
9 CLASS C 4b EXP 05/28/2028


2 HOWARD RAYFIELD  
1 MYERS  
3 [REDACTED]

Commissioner: *John C. Stimpert*

  
*Howard R. Myers III*

12 REST B  
9a END NONE  
4b ISS 10/08/2024  
15 SEX M 18 EYES BRO  
16 HGT 5'-05" 17 WGT 155 lb

5 0D \$783 10 13 19 10020000



## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Assignment”) is entered into on 4/10/2024 | 8:28 AM EDT (“Effective Date”), by and among SO-KENNESAW WALK JV, LLC, a Delaware limited liability company (“Landlord”), MIKE & YOON, INC., a Georgia corporation (“Assignor”), and LAS TEJITAS 2 LLC, a Georgia limited liability company (“Assignee” or “Tenant”).

Landlord and Assignor are parties to that certain Shopping Center Lease dated January 1, 2012, as amended by a First Amendment to Shopping Center Lease dated October 20, 2017, a Second Amendment to Lease Agreement dated May 12, 2020, and a Third Amendment to Lease dated August 18, 2022 (collectively, the “Lease”) pursuant to which Landlord leases to Tenant certain premises consisting of approximately 1,440 square feet in the shopping center known as Kennesaw Walk in Kennesaw, Georgia. Capitalized terms used but not defined in this Assignment have the meanings assigned to them in the Lease.

Assignor desires to assign, transfer, and convey to Assignee, and Assignee desires to assume, all of Assignor’s right, title, and interest in, to, and under the Lease.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. As of the Effective Date, Assignor assigns, transfers, and conveys to Assignee all of Assignor’s right, title, and interest in, to, and under the Lease. As of the Effective Date, Assignee accepts the assignment by Assignor of Assignor’s right, title, and interest in, to, and under the Lease and agrees to perform all obligations of the “Tenant” under the Lease from and after the Effective Date. Assignor and Assignee represent and warrant to Landlord, as of the Effective Date, as follows: (a) the Lease is in full force and effect and constitutes the legal, valid, and binding obligations of Assignee; (b) there are no existing defaults by Landlord under the Lease; (c) all obligations and conditions under the Lease to be performed by Landlord have been satisfied, free of defenses and set-offs; and (d) neither Assignor nor Assignee has any defense to the enforcement of the Lease or any counterclaim or right of offset against Landlord.

2. Landlord Consent. Landlord consents to Assignor’s assignment of all of Assignor’s right, title, and interest in, to, and under the Lease to Assignee. Nothing contained in this Assignment will be construed as relieving or releasing Assignor from any obligations of the “Tenant” under the Lease whether arising before, on, or after the Effective Date, and Assignor acknowledges and agrees that Assignor will remain liable for all obligations of “Tenant” arising under the Lease from and after the Effective Date notwithstanding this Assignment or any subsequent amendments, assignments, subleases, or other transfers of the “Tenant’s” interest under the Lease. Landlord’s consent under this Section 2 does not constitute a waiver of Assignor’s obligations under the Lease to obtain Landlord’s consent to any subsequent, assignment, sublease, or other transfer of the Premises or Lease, as applicable.

3. Assignment Fee. On or before the Effective Date, in consideration of Landlord’s review and approval of the assignment set forth in Section 1 above, Assignor and Assignee shall pay to Landlord an assignment fee in the aggregate amount of \$ [REDACTED]

4. Security Deposit. Assignor and Assignee acknowledge and agree that (a) the amount of Assignor’s security deposit previously deposited with and held by Landlord is \$ [REDACTED] (the “Security Deposit”), (b) Landlord shall continue to hold the Security Deposit as security for Assignee’s obligations under the Lease in accordance with Article 3 of the Lease, and (c) Assignor assigns to Assignee all of Assignor’s right, title, and interest in to and to the Security Deposit to Assignee.

5. Guaranty. As a condition to Landlord's consent provided in Section 2 above, Tenant shall deliver to Landlord a guaranty, in the form of attached Exhibit A, from Pedro Pineda Salgado and Carolina Pineda ("Guarantors"), pursuant to which Guarantors will unconditionally and irrevocably guaranty the performance of all of Tenant's obligations under the Lease.

6. Notices. The parties' addresses for notices under the Lease will be as follows:

If to Landlord:

SO-Kennesaw Walk JV, LLC  
10100 Waterville Street  
Whitehouse, Ohio 43571  
Attn: Lease Administrator

With a copy to:

SO-Kennesaw Walk JV, LLC  
c/o Shop One JV REIT, LLC  
60 East 42<sup>nd</sup> Street, Suite 464  
New York, New York 10165  
Attn: Chief Operating Officer

If to Assignee:

Las Tejitas 2 LLC

Georgia

If to Assignor:

Mike & Yoon, Inc.

Mike K. Lee

Yoon H. Lee

7. Miscellaneous. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. Delivery of an executed copy of this Assignment by electronic mail will be legal and binding and will have the same full force and effect as if an original executed copy of this Assignment had been delivered. Execution and delivery of this Assignment through an electronic signature platform (e.g., docusign) will be legal and binding and will have the same full force and effect as if an original executed copy of this Assignment had been delivered.

**[SIGNATURE PAGE FOLLOWS]  
[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

The parties have executed this Assignment as of the date first set forth above.

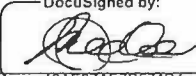
**LANDLORD**

**SO-KENNESAW WALK JV, LLC**

By: DocuSigned by:  
Michael Makinen  
FEA12C22492744D...  
Name: Michael Makinen  
Title: Authorized Representative

**ASSIGNOR**

**MIKE & YOON, INC.**

By: DocuSigned by:  
  
ADAEB7AE70574D4...  
Name: Mike Lee  
Title: Owner

**ASSIGNEE**

**LAS TEJITAS 2 LLC**

By: DocuSigned by:  
Pedro Pineda Salgado  
328E0D4EA98E4D7...  
Name: Pedro Pineda Salgado  
Title: Owner

## EXHIBIT A

### GUARANTY OF LEASE

**THIS GUARANTY OF LEASE** (this "Guaranty") is made on 4/9/2024 | 5:54 PM EDT, by Pedro Pineda Salgado and Carolina Pineda, each an individual resident in the State of Georgia (individually and collectively, "Guarantor"), to and for the benefit of SO-KENNESAW WALK JV, LLC ("Landlord").

Landlord, as landlord, and MIKE & YOON, INC., a Georgia corporation, as assignor ("Assignor"), and LAS TEJITAS 2 LLC, a Georgia limited liability company, as assignee and tenant ("Assignee" or "Tenant"), have entered into, or are about to enter into, a certain Assignment and Assumption of Lease Agreement ("Assignment") dated on or about the date of this Guaranty, pursuant to which Assignor will assign to Assignee all of Assignor's right, title, and interest in and to that certain Shopping Center Lease dated January 1, 2012, as amended by a First Amendment to Shopping Center Lease dated October 20, 2017, a Second Amendment to Lease Agreement dated May 12, 2020, and a Third Amendment to Lease dated August 18, 2022, as amended by a First Amendment to Lease dated September 29, 2021 (collectively, the "Lease"), for Assignee's lease from Landlord of certain premises in the shopping center known as Kennesaw Walk, located in Kennesaw, Georgia, all as more particularly described in the Lease. All capitalized terms used but not defined in this Guaranty have the meanings assigned to such terms in the Lease.

As a condition to Landlord's consent to the Assignment, Landlord requires that Guarantor execute and deliver this Guaranty pursuant to which Guarantor will guaranty all of the obligations of Assignee, as tenant, arising under the Lease and all sums due by Assignee, as tenant, under the Lease. The execution and delivery of this Guaranty by Guarantor is a material inducement to Landlord for consent to the Assignment.

Guarantor has a financial interest in Assignee and will be benefited by the Lease and, accordingly, Guarantor has agreed to execute, deliver and perform this Guaranty.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of Landlord consent to the Assignment and performing its obligations under the Lease and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, Guarantor agrees as follows:

1. Guaranty. For the term of the Lease, Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord:

(a) the full and prompt payment when due, whether upon acceleration or otherwise, and at all times thereafter, of any and all rentals, debts and obligations of Tenant for the payment of money, however created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, due or to become due, known or unknown to Guarantor at the time of the execution of this Guaranty, including, without limitation, all Rent, late fees, payments in respect of real estate taxes, assessments, governmental charges, premiums for insurance policies, amounts required to discharge mechanics' and materialmen's liens and claims therefor, and any other sums which may now be or hereafter become due by Tenant under the Lease;

(b) the payment of all Enforcement Costs (defined below); and

(c) the full, complete and punctual observance, performance and satisfaction of all covenants, terms, conditions, obligations, duties and agreements of Tenant under the Lease.

All amounts due and debts, liabilities, and payment obligations described in subparagraphs (a) and (b) above are referred to in this Lease as the “Liabilities”. All obligations described in subparagraph (c) above are referred to in this Lease as the “Obligations”. During the term of this Guaranty, Guarantor shall maintain a net worth value of no less than its net worth as presented to Landlord as of the date of execution of the Lease (the “Guarantor Net Worth”). Guarantor shall not (x) sell or convey a controlling interest in Guarantor’s stock or membership interest, or (y) sell assets out of the ordinary course of Guarantor’s business without notifying Landlord of the same.

2. Landlord’s Remedies.

(a) This Guaranty is an absolute, irrevocable, present, and continuing guaranty of payment and performance and not merely a guaranty of collection. In the event of any default by Tenant under the Lease or under any other obligation to Landlord, after the expiration of any cure period applicable thereto, Guarantor shall, on demand by Landlord, pay all Liabilities then due under this Guaranty. If Tenant defaults in the due and timely performance and observance of the Obligations or any of them after the expiration of any cure period applicable thereto, then, in such event, Guarantor agrees, on demand by Landlord: (i) to perform the Obligations; and (ii) to indemnify and hold Landlord and the other Indemnified Parties (defined below) harmless from and against any and all loss, damage, cost, expense, injury or liability Landlord or the Indemnified Parties may suffer or incur in connection with the exercise of the rights under the Lease, this Guaranty or otherwise in respect of the Premises. If Guarantor fails to commence and pursue diligently the performance of the Obligations after the expiration of any cure period applicable thereto as provided in the immediately preceding sentence and if such failure continues for 5 days after receipt by Guarantor of written notice from Landlord demanding the performance of Guarantor, then, either before or after pursuing any other remedy of Landlord against Guarantor or Tenant and regardless of whether Landlord shall ever pursue any such other remedy, Landlord shall have the right (but not the obligation) to perform the Obligations or to call upon any other reputable parties to perform the Obligations, and shall have the right to expend such sums as Landlord in its reasonable discretion deems proper in order so to complete the performance of the Obligations. During the course of the performance of any Obligations undertaken by Landlord or by any other party on behalf of Landlord, Guarantor shall pay on demand any amounts due to third parties in connection therewith. All amounts required to be paid by the terms hereof shall be included within the term “Liabilities”, and all obligations required to be performed by the terms hereof shall be included within the term “Obligations”.

(b) Notwithstanding anything to the contrary herein contained, in any action to enforce any of the liabilities or obligations of the Guarantor under this Guaranty, Landlord, at its election, may proceed against the Guarantor with or without: (i) joining Tenant in any such action; (ii) commencing any action against or obtaining any judgment against Tenant; or (iii) commencing any proceeding to enforce or realize upon any collateral or other security (including, without limitation, any security deposit or other guaranties) which may be given to secure Tenant’s obligations under the Lease, or to obtain any judgment, decree or foreclosure sale with respect thereto. Nevertheless, the maintenance of any action or proceeding by Landlord to recover any sum or sums that may be or become due under the Lease or to secure the performance of any of the other terms, covenants and conditions of the Lease shall not preclude Landlord from demanding and receiving the payment of such sums and the performance of such other terms, covenants and conditions from Guarantor, or from thereafter instituting and maintaining subsequent actions or proceedings for any subsequent default or defaults of Tenant under the Lease. Guarantor does hereby consent that, without affecting the liability of Guarantor under this Guaranty and without notice to Guarantor, time may be given by Landlord to Tenant for payment of rent and such other sums and performance of said other terms, covenants and conditions, or any of them, and such time extended and indulgence granted from time to time, or Tenant may be dispossessed or Landlord may avail itself of or exercise any or all of the rights and remedies against Tenant provided by law or by the Lease, and may

proceed either against Tenant alone or jointly against Tenant and Guarantor or against Guarantor alone without first proceeding or exhausting any remedy or claim against Tenant.

3. Return of Payments. If at any time all or any part of any payment applied by Landlord to any Liabilities is rescinded or returned by Landlord for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), such Liabilities shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by Landlord, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities, all as though such application by Landlord had not been made. With respect to any payments made by Guarantor under this Guaranty, Guarantor will not have any rights based on suretyship, subrogation, or otherwise to stand in the place of Landlord so as to compete with Landlord as a creditor of Tenant, and Guarantor waives all such rights to the fullest extent permitted by law.

4. No Discharge. Guarantor agrees that the obligations, covenants and agreements of Guarantor under this Guaranty shall not be affected or impaired by any act of Landlord, or any event or condition except the full, final and unavoidable performance of all Obligations and payment of all Liabilities and any other sums due hereunder. Guarantor agrees that the liability of Guarantor under this Guaranty will not be discharged by, and Guarantor irrevocably consents to: (i) any subsequent change, modification or amendment of the Lease in any of its terms, covenants, and conditions, or in the Rent or any other sums payable under the Lease, or in the term of the Lease, or in the Premises demised under the Lease (whether the Premises be expanded, contracted, relocated, substituted or otherwise altered), and to any assignments of the Lease and to any sublettings of the Premises, and to any extensions or renewals of the Lease or the term of the Lease; (ii) the renewal or extension of time for the payment of the Liabilities or performance of the Obligations under the Lease or any other agreement relating to the Premises; (iii) any failure, omission, delay or inadequacy, whether entire or partial, of Landlord to exercise any right, power or remedy regarding the Lease or to enforce or realize upon (or to make any guarantor a party to the enforcement or realization upon) any of Landlord's security for the Lease, including, but not limited to, any impairment or release of such security by Landlord; (iv) the existence of any set off, claim or counterclaim or the reduction or diminution of the Liabilities, or any defense of any kind or nature, which Guarantor may have against Tenant or which any party other than Tenant has against Landlord; (v) the application of payments received from any source to the payment of any obligation other than the Liabilities, even though Landlord might lawfully have elected to apply such payments to any part or all of the Liabilities; (vi) the addition or release of any and all other guarantors, obligor and other persons liable for the payment of the Liabilities and/or performance of the Obligations, and the acceptance or release of any and all other security for the payment of the Liabilities and/or performance of the Obligations; or (vii) any distress or reentry by Landlord or dispossession of Tenant or any action or remedy taken by Landlord under the Lease, or any failure to notify Guarantor of any default by Tenant; all whether or not Guarantor shall have had notice or knowledge of any act or omission referred to in the foregoing clauses (i) through (vii) inclusive of this Paragraph.

If the Lease is modified, renewed, or extended in any respect by agreement between Landlord and Tenant either pursuant to an option granted in the Lease or otherwise, or if Tenant holds over beyond the term of the Lease, then the obligations of Guarantor under this Guaranty will extend to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any such modification, renewal, or extension thereof and Guarantor will remain liable under this Guaranty as a principal until the full, final, and unavoidable performance of all of the Obligations and the full, final, and unavoidable payment of all Liabilities, notwithstanding any fact, act, event, or occurrence which might otherwise operate as a legal or equitable discharge of a surety or guarantor.

SHOPPING CENTER LEASE

This Shopping Center Lease (this "Lease") is made as of the 1st day of January, 2013, by and between PRU KENNESAW, LLC, a Delaware limited liability company ("Landlord"), and MIKE & YOON, INC., a Georgia corporation ("Tenant").

This Lease consists of this paragraph, the Basic Lease Provisions, the Supplemental Lease Provisions and each exhibit, rider, schedule and addendum attached to the Basic Lease Provisions and Supplemental Lease Provisions. Each capitalized term used, but not defined, in the Supplemental Lease Provisions shall have the meaning assigned to such term in the Basic Lease Provisions.

BASIC LEASE PROVISIONS

- 1. Shopping Center: The property known as Kennesaw Walk Shopping Center and described on Exhibit B attached hereto, as said property may be enlarged, reduced or reconfigured from time to time, together with all improvements now or hereafter constructed thereon. A site plan of the Shopping Center is attached hereto as Exhibit A. Notwithstanding anything to the contrary contained herein, the term "Shopping Center" does not include anything outside of the boundaries of the land described in Exhibit B attached hereto, it being understood that the site plan attached hereto as Exhibit A may depict more than the Shopping Center.
- 2. Premises: An area in the Shopping Center containing approximately 1,440 square feet in area (computed from measurements to the exterior of outside walls of the building and to the center of the interior walls), known as Store No. D-504 in a building (the "Building") located at 2090 Baker Road NW, Kennesaw, Cobb County, Georgia 30144. The parties agree that the site plan attached to this Lease as Exhibit A is attached solely for the purpose of locating the Premises within the Shopping Center and that no representation, warranty or covenant is to be implied by any other information shown on the exhibit. If any discrepancy exists between the location of the Premises or the size or location of the Building, as shown on Exhibit A, and the location of the actual demising walls of the Premises and the actual size or location of the Building (as such walls and the Building presently exist or as they are hereafter constructed in accordance with the terms hereof), the actual location of the demising walls and the actual size and location of the Building shall control.
- 3. Minimum Rent:

<u>Rental Period</u>	<u>Rate Per Square Foot</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
Months 1 – 12			
Months 13 – 24			
Months 25 – 36			
Months 37 – 48			
Months 49 – 60			

For purposes of determining Minimum Rent periods, the first "Month" shall begin on the Commencement Date and extend until the last day of the first full calendar month thereafter, and each succeeding Month shall be each calendar month thereafter.

4. Percentage Rent Rate: None.  
Percentage Rent Breakpoint: Not Applicable.
5. Tenant's Pro Rata Share: See subsection 2.302(a) of the Supplemental Lease Provisions.
6. Term: Sixty (60) months; provided that if the Commencement Date is a date other than the first day of a calendar month, the Term shall be extended for the number of days remaining in the calendar month in which the Commencement Date occurs in addition to said number of months so that the expiration date of the Term (the "Expiration Date") shall be the last day of a calendar month.
7. Commencement Date: January 1, 2013.
8. Security Deposit: [REDACTED]
9. Prepaid Rent: [REDACTED] being an estimate of the Minimum Rent, Tenant's Pro Rata Share of Common Area Expenses and Tenant's Pro Rata Share of Real Estate Taxes for the first full month of the Term, such prepaid rent being due and payable upon the execution of this Lease.
10. Tenant's Broker: None.
11. Permitted Use: Operation of a Mexican style restaurant and for no other use or purpose.
12. Tenant's Trade Name: Chilito's.
13. Payments: All payments shall be sent to Landlord at the address below or such other place as Landlord may designate in writing from time to time. All payments shall be in the form of check until otherwise designated by Landlord, provided that payment by check shall not be deemed made if the check is not duly honored with good funds.

Payment Address: PRU Kennesaw, LLC  
c/o The Shopping Center Group, LLC  
300 Galleria Parkway, 12<sup>th</sup> Floor  
Atlanta, GA 30339

14. Notice Addresses: Addresses for notices due under this Lease:

Landlord:

PRU Kennesaw, LLC  
33 S.E. 4th Street  
Suite 100  
Boca Raton, Florida 33432

AND IF NOTICE OF DEFAULT, COPY TO:  
The Prudential Insurance Company of America  
7 Giralda Farms  
Madison, New Jersey 07940  
Attention: Legal Department

Tenant:

PRIOR TO COMMENCEMENT DATE:  
1731 Holcomb Lake Road  
Marietta, Georgia 30062  
Attn: Mike Lee  
Fax: \_\_\_\_\_

ON AND AFTER COMMENCEMENT DATE:  
The Premises.

15. Initial Monthly Rent Payment: The following schedule is provided as an estimate of Tenant's initial monthly payment broken down into its components. This schedule does not supersede the specific provisions contained elsewhere in this Lease.

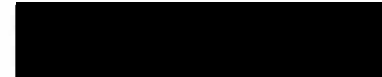
Initial Minimum Rent:  
(see Item 3 above and Section 2.1 of the Lease)



Initial Estimated Common Area Expenses:  
(see Section 2.3 of the Lease)



Initial Estimated Real Estate Taxes:  
(see Section 2.3 of the Lease)



16. Guarantor: Mike Ket Khong Lee and any other party that agrees in writing to guarantee Tenant's obligations under the Lease. Concurrent with Tenant's execution and delivery of this Lease, Tenant shall cause each Guarantor to execute and deliver a guaranty in favor of Landlord in the form attached hereto as Rider 2.

17. Property Manager: The Shopping Center Group, LLC.

References to the "Basic Lease Provisions" are references to the information set out above. If a conflict exists between the Basic Lease Provisions and the provisions set forth in the Supplemental Lease Provisions, the provisions in the Supplemental Lease Provisions will control.

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LIST OF EXHIBITS AND RIDERS TO SUPPLEMENTAL LEASE PROVISIONS

Exhibit A	Site Plan of Shopping Center
Exhibit B	Legal Description of Shopping Center
Exhibit C	Intentionally Omitted
Exhibit D	Intentionally Omitted
Exhibit E	Rules and Regulations
Exhibit F	Prohibited Uses and Exclusives
Rider 1	Renewal Options
Rider 2	Guaranty
Rider 3	Exclusive Use Right

SUPPLEMENTAL LEASE PROVISIONS

ARTICLE 1  
TERM AND POSSESSION

SECTION 1.1 LEASE OF PREMISES, COMMENCEMENT AND EXPIRATION.

- 1.101 Lease of Premises. In consideration of the mutual covenants herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to all the terms and conditions of this Lease, the portion of the Shopping Center (as described in Item 1 of the Basic Lease Provisions) described as the Premises in Item 2 of the Basic Lease Provisions.
- 1.102 Leasable Area and Shopping Center. Subject to adjustment for actual construction and other modifications as provided below, the leasable area of the Premises is hereby stipulated to be the leasable area of the Premises set forth in Item 2 of the Basic Lease Provisions. The leasable area of all of the buildings in the Shopping Center on the date of this Lease is hereby stipulated to be the leasable area of such buildings set forth in Item 1 of the Basic Lease Provisions. Nothing contained herein shall be deemed to be a warranty, representation or agreement by the Landlord that the Shopping Center will be, or will continue to be as indicated on Exhibit B without change. Landlord may demolish buildings and improvements, build additional buildings, add additional floors, change the layout and otherwise change or reduce the Shopping Center buildings, the parking areas or Common Areas (hereinafter defined) at any time, as the Landlord deems necessary or desirable. Landlord reserves the right to place in, under, over or through the Premises pipes, wires, lines, and facilities serving other areas of the Shopping Center and adjacent properties owned by the Landlord.
- 1.103 Initial Term and Commencement. The initial Term of this Lease shall be the period of time specified in Item 6 of the Basic Lease Provisions. The initial Term shall commence on the Commencement Date set forth in Item 7 of the Basic Lease Provisions and, unless sooner terminated pursuant to the terms of this Lease, the initial Term of this Lease shall expire, without notice to Tenant, on the Expiration Date (herein so called) set forth in Item 6 of the Basic Lease Provisions.

SECTION 1.2 INSPECTION AND DELIVERY OF PREMISES, CONSTRUCTION OF LEASE SPACE IMPROVEMENTS AND POSSESSION.

- 1.201 Delivery. Tenant acknowledges that Tenant has inspected the Premises and the Common Areas and hereby (i) accepts the Common Areas in "AS IS" condition for all purposes and (ii) Tenant hereby accepts the Premises (including the suitability of the Premises for the Permitted Use) in "AS IS" condition for all purposes. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE BEING LEASED "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY LANDLORD EXCEPT AS EXPRESSLY SET FORTH HEREIN. LANDLORD HAS NOT MADE (EXCEPT AS EXPRESSLY SET FORTH HEREIN) ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, ITS CONDITION (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING SUITABILITY, HABITABILITY, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE), ENVIRONMENTAL CONDITION OR COMPLIANCE WITH**

**ENVIRONMENTAL OR OTHER APPLICABLE LAWS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ITS OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND TENANT HAS NOT RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT TENANT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES PRIOR TO THE EXECUTION OF THIS LEASE.** If this Lease is executed before the Premises is completed or becomes vacant, or if any present tenant or occupant of the Premises holds over and Landlord cannot acquire possession of the Premises prior to the Commencement Date of this Lease, Landlord shall not be deemed to be in default under this Lease; and in such event Tenant agrees to accept possession of the Premises at such time as Landlord is able to tender the same. In such event, Landlord will waive the payment of rent and other charges covering any period prior to Landlord's tender of possession of the Premises to Tenant. The adjustment of the Commencement Date and, accordingly, the postponement of Tenant's obligation to pay Minimum Rent and other sums due under the Lease shall be Tenant's sole remedy that Tenant might otherwise have against Landlord by reason of any delay in the Delivery Date.

1.202 Early Occupancy. Any occupancy of the Premises by Tenant prior to the Commencement Date (which shall in all events be subject to Landlord's prior written approval) shall be subject to all of the terms and provisions of this Lease other than the obligation to pay Rent (as defined in Section 2.4).

1.203 Failure of Tenant to Open. If Tenant fails to open the Premises for business by the Commencement Date, fully fixtured, stocked and staffed, Tenant shall pay as liquidated damages for such failure and not as a penalty, [REDACTED] per month (without reduction for partial months) until the earlier of thirty (30) days after the Commencement Date or the date Tenant opens the Premises for business. If Tenant fails to open the Premises for business by the date which is thirty-one (31) days after the Commencement Date, fully fixtured, stocked and staffed, Tenant shall pay as liquidated damages for such failure and not as a penalty, [REDACTED] per month (without reduction for partial months) until the earlier of sixty (60) days after the Commencement Date or the date Tenant opens the Premises for business. If Tenant fails to open the Premises for business by the date which is sixty-one (61) days after the Commencement Date, fully fixtured, stocked and staffed, Tenant shall pay as liquidated damages for such failure and not as a penalty, [REDACTED] per month (without reduction for partial months) until the date Tenant opens the Premises for business and Landlord shall have the right to immediately terminate this Lease and/or Tenant's right to possession hereunder upon written notice to Tenant.

### SECTION 1.3 REDELIVERY OF THE PREMISES.

1.301 Obligation to Redeliver. Upon the expiration or earlier termination of this Lease or upon the exercise by Landlord of its right to re-enter the Premises without terminating this Lease, Tenant shall immediately deliver to Landlord the Premises free of offensive odors and in a safe, clean, neat, sanitary and operational condition, together with all keys and access cards. Tenant shall, by the Expiration Date or, if this Lease or Tenant's right of possession is earlier terminated, within seven (7) days after the termination or re-entry by Landlord, at the sole expense of Tenant: (i) remove from the Premises (unless Landlord is asserting its lien rights therein) any equipment, machinery, trade fixtures and personalty installed or placed in the Premises by or on behalf of Tenant and (ii) if requested by Landlord, (a) remove from the Premises all or any part of the improvements (other than improvements approved by Landlord without the requirement

that same be removed upon expiration or earlier termination of the Lease) made to the Premises by or on behalf of Tenant and (b) restore the Premises to the condition existing immediately prior to the installation of such improvements. All removals and work described above shall be accomplished in a good and workmanlike manner and shall be conducted so as not to damage the Premises or the Shopping Center or the plumbing, electrical lines or other utilities serving the Shopping Center. Tenant shall, at its expense, promptly repair any damage caused by any such removal or work. If Tenant fails to deliver the Premises in the condition aforesaid, then Landlord may restore the Premises to such a condition at Tenant's expense. All property required to be removed pursuant to this subsection 1.301 not removed within time period required hereunder shall thereupon be conclusively presumed to have been abandoned by Tenant and Landlord may, at its option, take over possession of such property and either (a) declare the same to be the property of Landlord by written notice to Tenant at the address provided herein or (b) at the sole cost and expense of Tenant, remove and store and/or dispose of the same or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or any other person.

1.302 Failure to Deliver. Notwithstanding any provision or inference to the contrary herein contained, in the event that Tenant fails to deliver to Landlord (and surrender possession of) all of the Premises upon the expiration or earlier termination of this Lease (or the applicable portion of the Premises if this Lease expires or terminates as to only a portion of the Premises) on the date of expiration or earlier termination, then Landlord may, without judicial process and without notice of any kind, immediately enter upon and take absolute possession of the Premises or applicable portion thereof, expel or remove Tenant and any other person or entity who may be occupying the Premises or applicable portion thereof, change the locks to the Premises or applicable portion thereof (in which event, Tenant shall have no right to any key for the new locks), limit elevator access to the Premises or applicable portion thereof, and take any other actions as are necessary for Landlord to take absolute possession of the Premises or applicable portion thereof. The foregoing rights are without prejudice and in addition to, and shall not in any way limit Landlord's rights under, Section 1.4. **TENANT HEREBY INDEMNIFIES AND AGREES TO DEFEND AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF THIRD PARTIES WITH RESPECT TO ANY PROPERTY ABANDONED BY TENANT IN THE PREMISES INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES AND COURT COSTS, EVEN IF SUCH CLAIMS ARISE FROM LANDLORD'S NEGLIGENCE OR LANDLORD WOULD BE STRICTLY LIABLE THEREFOR.**

SECTION 1.4 HOLDING OVER. In the event Tenant or any party under Tenant claiming rights to this Lease, retains possession of the Premises after the expiration or earlier termination of this Lease, such possession shall constitute and be construed as a tenancy at will only, subject, however, to all of the terms, provisions, covenants and agreements on the part of Tenant hereunder; Tenant or any such party shall be subject to immediate eviction and removal and Tenant or any such party shall pay Landlord as rent for the period of such holdover an amount (on a per month basis without reduction for any partial months during any such holdover) equal to two (2) times the Minimum Rent and Additional Rent (as hereinafter defined) in effect immediately preceding expiration or termination, as applicable. Tenant shall also pay any and all damages sustained by Landlord as a result of such holdover. The rent during such holdover period shall be payable to Landlord from time to time on demand; provided, however, if no demand is made during a particular month, holdover rent accruing during such month shall be paid in accordance with the provisions of Article 2. Tenant will vacate the Premises and deliver same to Landlord immediately upon Tenant's receipt of notice from Landlord to so vacate. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the Term of this Lease; no payment of money by Tenant to Landlord after the expiration or earlier termination of this Lease shall reinstate, continue or extend the Term of this

Lease; and no extension of this Lease after the expiration or earlier termination thereof shall be valid unless and until the same shall be reduced to writing and signed by both Landlord and Tenant. If Landlord elects to cause Tenant to be ejected from the Premises through judicial process, and without in any way limiting Landlord's rights under subsection 1.302, Tenant agrees that Landlord will not be required to deliver Tenant more than one (1) days' notice to vacate prior to Landlord's filing of a forcible detainer suit. In addition, Tenant agrees that Landlord shall be entitled to the payment of its reasonable legal fees in the event that Landlord prevails in a forcible detainer action brought by Landlord.

## ARTICLE 2 RENT

SECTION 2.1 MINIMUM RENT. Tenant shall pay to Landlord as annual rent for the Premises the applicable Annual Minimum Rent shown in Item 3 of the Basic Lease Provisions ("Minimum Rent"). The Annual Minimum Rent shall be payable in monthly installments equal to the applicable Monthly Minimum Rent shown in Item 3 of the Basic Lease Provisions in advance, without demand, offset or deduction, which monthly installments shall commence on the Commencement Date and shall continue on the first (1st) day of each calendar month thereafter. If the Commencement Date occurs on a day other than the first day of a calendar month or the Expiration Date occurs on a day other than the last day of a calendar month, the Monthly Minimum Rent for such partial month shall be prorated.

### SECTION 2.2 SALES REPORTS.

#### 2.201 Definitions.

- (a) For purposes hereof, the first "Lease Year" shall begin on the Commencement Date, and extend thereafter until the 31st day of December next succeeding; each succeeding Lease Year shall extend for a period of twelve (12) consecutive calendar months from January 1 through December 31; provided however, the last Lease Year shall mean the period of time commencing on January 1 that immediately precedes the Expiration Date to and including the Expiration Date.
- (b) The term "Gross Sales" shall include the entire amount of the sales price, whether for cash, credit or otherwise (including the full purchase price of purchases in whole or in part by means of gift certificates, advertising certificates or trade-ins), of all sales of merchandise and services, and other receipts whatsoever, of all business conducted in or from the Premises by Tenant or by any subtenant, licensee, franchisee, or concessionaire, including, by way of illustration (but in no way limited to), internet, catalog, mail or telephone orders received or filled at the Premises, "lay-aways" and other deposits (offset by such sums refunded to purchasers), orders taken (although such orders may be filled elsewhere), sales to employees, sales through vending machines, electronic games or other devices, and sales by any sublessee, concessionaire, franchisee or licensee or otherwise (as well as licensee fees, franchise fees and similar fees) in or from the Premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which the sale was made, irrespective of the time when Tenant (or subtenant, licensee or concessionaire, if applicable) receives payment from its customer. No deduction shall be allowed for uncollected credit accounts. Gross Sales shall not include, however, any sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority, nor shall it include the exchange of merchandise between the stores of Tenant, if any, where such exchanges are made solely for the convenient

operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made in or from the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Premises, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale when the merchandise sold, or some part thereof, is thereafter returned by purchaser and accepted by Tenant, nor sales of Tenant's fixtures.

- 2.202. Sales Reports. Within sixty (60) days after the expiration of each Lease Year, Tenant shall prepare and deliver to Landlord at the place where rent is then payable a statement of Gross Sales made from the Premises during the preceding Lease Year (or partial Lease Year), certified to be correct by the chief financial officer of Tenant or by an independent certified public accountant. Tenant shall furnish similar statements for its licensees, concessionaires and subtenants, if any. All such statements shall be in such form as Landlord may reasonably require. Tenant acknowledges Landlord's concern for prompt, accurate sales records, inasmuch as those records enable Landlord to monitor the success of the Shopping Center.

### SECTION 2.3 TENANT'S RESPONSIBILITY FOR TAXES, INSURANCE AND COMMON AREA EXPENSES

- 2.301 Personal Property Taxes. Tenant shall be liable for all taxes levied against personal property and trade fixtures placed by Tenant in the Premises. If any such taxes 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 personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes attributable to such personal property and fixtures.
- 2.302 Additional Rent. Tenant shall be liable for, as additional rent, "Tenant's Pro Rata Share" (as defined below) of all "Common Area Expenses" (as defined below) plus Tenant's Pro Rata Share of "Real Estate Taxes" (as defined below) (collectively, "Additional Rent").
- (a) Tenant shall pay Landlord monthly, on the same date as and in addition to each installment of Minimum Rent, one-twelfth of the amount estimated by Landlord from time to time to be Tenant's Pro Rata Share of the Common Area Expenses and Real Estate Taxes. Tenant's obligations under this subsection 2.302 shall be prorated during any partial year (i.e., the first year and the last year of the Lease Term). "Tenant's Pro Rata Share" shall be calculated, after deducting contributions made by Major Tenants (hereinafter defined), by multiplying the applicable charge for the year then under consideration, by a fraction, the numerator of which is the total floor area (all of which is deemed "leasable") of the Premises and the denominator of which shall be the total leasable floor area of all buildings in the Shopping Center on which such charges were calculated. However, the denominator of the fraction shall not include any space within the buildings now or hereafter constructed within the areas designated as Major Tenant. The term "Major Tenant" for purposes of this Lease shall refer to any tenant occupying more than 10,000 square feet of building area.
- (b) "Real Estate Taxes" shall include ad valorem taxes, general and special assessments, parking surcharges, any rental, excise, franchise, margin, sales, transaction, privilege

or other tax or levy, however denominated, imposed upon or measured by the rental reserved hereunder or on Landlord's business of leasing the Shopping Center, and any tax or charge for governmental services (such as street maintenance or fire protection) payable with respect to the Shopping Center, and any other tax or charge that is in lieu of or a substitute for any of such taxes or charges; provided, however, that "Real Estate Taxes" shall not be deemed to include any estate, inheritance or general income tax. Real Estate Taxes shall also include the costs and expenses of a tax consultant, if any, or of contesting the validity or amount of such real estate or other taxes. If any rent tax becomes payable on the Rent required by this Lease, Tenant shall pay such rent tax. Should the state in which the Shopping Center is located or any political subdivision thereof or any government authority having jurisdiction thereover, impose a tax and/or assessment (other than a net income tax) upon or against the rental payable to Landlord in respect of the Shopping Center, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this Section 2.302 and shall be included in the Real Estate Taxes for the Shopping Center. Notwithstanding anything herein to the contrary, (1) Tenant shall have no claim whatsoever to any funds received by Landlord pursuant to any development agreement with any governmental or quasigovernmental entity, and (2) in the event Landlord is eligible for any tax incentives, reductions, credits or reimbursements resulting from the development and operation of the Shopping Center, such incentives, reductions, credits and reimbursements shall accrue to the sole benefit of Landlord and shall not be deducted from, or used to reduce, the total amount of the Real Estate Taxes on which Tenant pays Tenant's Pro Rata Share. Tenant may request that Landlord protest the appraised value for ad valorem tax purposes of any portion of the Shopping Center (provided that any such request must be made by Tenant in writing and at least 30 days prior to any deadline by which Landlord must file any such protest), but Landlord shall have the right to determine in its sole discretion that it may not be in the best interest of the Shopping Center and other tenants to so protest because of the costs to do so and the risk of an increase in the valuation of the Shopping Center or a portion thereof. Without the prior written consent of Landlord, which consent Landlord shall have no obligation to grant, Tenant agrees that it will neither protest nor authorize any other party to protest the appraised value for ad valorem tax purposes of any portion of the Shopping Center nor appeal any order of any appraisal review board with respect to same, and to the extent permitted by Applicable Law (hereinafter defined), Tenant hereby waives any and all rights that it may have to protest such appraised value or appeal such an order. If Tenant protests the appraised value for ad valorem tax purposes of the Shopping Center or appeals any order of any appraisal review board with respect to same, Tenant shall be solely responsible for, and shall pay, all costs of such protest and Tenant shall not be entitled to obtain any information from Landlord regarding the rents paid by other tenants in the Shopping Center in connection with any such protest. If as a result of any protest filed by Tenant, the appraised value of the Shopping Center is increased by the appraisal board, Tenant shall be solely responsible for, and shall pay upon demand by Landlord, all taxes (not only Tenant's Pro Rata Share of Real Estate Taxes) assessed against the Shopping Center in excess of the taxes which would have been payable in the absence of the protest. Tenant shall continue to pay such excess taxes until the determination of appraised value of the Shopping Center is changed by the appraisal review board, *regardless of whether the increased taxes are incurred during the Term of the Lease or thereafter*. Landlord agrees, upon

request by Tenant, to provide to Tenant a copy of the determination of appraised value for any year. The payment obligations of Tenant under this subsection 2.302(b) shall survive the expiration or other termination of this Lease.

- (c) "Common Area Expenses" shall include all costs and expenses of operating, maintaining, managing and owning the Shopping Center and Common Areas that are incurred by Landlord in its discretion, including, among other costs, those for painting, cleaning, inspecting, repairing, replacing, managing, security (if and to the extent Landlord provides security), advertising, seasonal decorations, landscaping, irrigation, resurfacing, restriping, repainting, bumpers, directional signs and other markers, lighting and other utilities, cleaning, sewage and garbage disposal, exterminating (including termite treatment, if any), depreciation (in accordance with generally accepted accounting principles) of equipment used in and about the Shopping Center, purchase, construction and maintenance of refuse receptacles, fire protection, elevators, escalators, shuttle buses, insurance deductibles, wages and related benefits payable to employees and personnel engaged in connection with the operation, maintenance or management of the Shopping Center, including taxes and insurance relating thereto, the cost of onsite management and maintenance offices for the Shopping Center, costs of domestic water and wastewater used in the Shopping Center (excluding any domestic water and wastewater expenses separately metered and paid directly by specific tenants of the Shopping Center and excluding excess usage by any specific tenant(s)), all premiums and other expenses incurred by Landlord for insurance related to the Shopping Center (including whatever endorsements or special coverages that Landlord, in Landlord's sole discretion, may consider appropriate), including an allocation of any risk retention programs and/or of a portion of the cost of blanket insurance policies maintained by Landlord and/or its affiliates; and all costs for repairs and replacements to the extent Landlord is not reimbursed by proceeds from insurance. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Areas, Landlord and Tenant agree that roof maintenance, repair and replacement costs with respect to the building comprising the Premises shall be included in Common Area Expenses to the extent not specifically allocated to Tenant under this Lease or to another tenant pursuant to its lease. With regard to capital expenditures, the cost of the original construction of the Shopping Center shall not be included in Common Area Expenses, but a reasonable depreciation or amortization (including interest accruals commensurate with Landlord's interest costs) for subsequent improvements and replacements to the Common Areas, to the extent capitalized on Landlord's records, shall be included. During any time that Tenant's Pro Rata Share is calculated with respect to less than the entire Shopping Center, only those expenses applicable to the area(s) included in the denominator of Tenant's Pro Rata Share, as the same are reasonably determined by Landlord, shall be included in Common Area Expenses for purposes of calculating Additional Rent. If Landlord is not supplying services to all of the leased area of any buildings in the Shopping Center which are included in the determination of Tenant's Pro Rata Share during any calendar year, actual Common Area Expenses for purposes hereof shall, at Landlord's option, be determined as if Landlord had been supplying services to all of the leased area of the buildings during such year.
- (d) Landlord shall determine Tenant's Pro Rata Share of the actual amount of Common Area Expenses and Real Estate Taxes incurred for every calendar year or partial calendar year during the Term within one hundred twenty (120) days (or such

additional time as may be required) after the close of such calendar year, and Landlord will deliver a statement to Tenant setting out the calculation. Within fifteen (15) days from Tenant's receipt from Landlord of such statement, Tenant shall pay Landlord the excess, if any, of Tenant's Pro Rata Share of the actual amount of such charges shown therein over the estimated amount of such charges theretofore paid by Tenant during the prior calendar year or partial calendar year. If, however, Tenant's Pro Rata Share of the actual amount of such charges for the prior calendar year or partial calendar year is less than the estimated amount of such charges theretofore paid by Tenant, the excess amount of such charges paid by Tenant shall (i) be credited against the next maturing installments of Rent due from Tenant, and (ii) to the extent not offset against amounts then due or to be due in the future from Tenant under this Lease, be refunded by Landlord to Tenant. The provisions of this subsection 2.302(d) shall survive the expiration or earlier termination of this Lease. Notwithstanding the foregoing provisions of this Section 2.302(d) to the contrary, Landlord agrees that Tenant's Pro Rata Share of Common Area Expenses shall not increase by more than three percent (3%) per calendar year over Tenant's Pro Rata Share of the immediately preceding calendar year's Common Area Expenses, on a cumulative and compounding basis (hereinafter referred to as the "CAM Cap"). Notwithstanding the foregoing sentence to the contrary, (i) all uncontrollable expenses incurred by Landlord as a Common Area Expense (including, but not limited to, all utilities, management fees, insurance, taxes, employment costs based upon the minimum wage (including benefits), any costs Landlord is required to incur to comply with any rule, code, law, regulation, or ordinance adopted or promulgated after the date hereof (or new or different interpretations of any of the foregoing adopted or promulgated after the date hereof) of any governmental authority or agency with jurisdiction over the Shopping Center, or any expense increase arising from the unionization of any service rendered to the Shopping Center. etc.) shall be excluded from the CAM Cap calculation, and (ii) Tenant's Pro Rata Share of Common Area Expenses shall adjust to the actual charges at the beginning of any renewal or extension term.

- (e) If there exists any dispute as to (i) the amount of Additional Rent, (ii) whether a particular expense is properly included in Additional Rent or (iii) Landlord's calculation of Additional Rent (each an "Additional Rent Dispute"), the events, errors, acts or omissions giving rise to such Additional Rent Dispute shall not constitute a breach or default by Landlord under this Lease and even if a judgment resolving the Additional Rent Dispute is entered against Landlord, this Lease shall remain in full force and effect and Landlord shall not be liable for any consequential damages resulting from the event, error, act or omission giving rise to such Additional Rent Dispute. Notwithstanding the existence of an Additional Rent Dispute, Tenant shall pay timely the amount of Additional Rent which is in dispute and will continue to make all subsequent payments of Additional Rent as and when required under this Lease, provided that the payment of such disputed amount and other amounts shall be without prejudice to Tenant's position. If an Additional Rent Dispute is resolved in favor of Tenant, Landlord shall forthwith pay to Tenant the amount of Tenant's overpayment of Additional Rent.

SECTION 2.4 RENT DEFINED AND NO OFFSETS. Minimum Rent, Additional Rent and all other sums (whether or not expressly designated as rent) required to be paid to Landlord by Tenant under this Lease (including, without limitation, any sums payable to Landlord under any addendum, exhibit, rider or schedule attached hereto) shall constitute rent and are sometimes collectively referred to as "Rent". Each

payment of Rent shall be paid by Tenant when due, without prior demand therefor and without deduction or setoff. If Tenant fails in two consecutive months to make Rent payments within ten (10) days after due, Landlord, in order to reduce its administrative costs, may require, by giving written notice to Tenant (and in addition to any Late Charge or interest accruing pursuant to Section 2.5 and Section 15.10, as well as any other rights and remedies accruing pursuant to Section 13.2, or any other provision of this Lease or at law), that Minimum Rent be paid quarterly in advance instead of monthly and/or that all future rent payments be made on or before the due date by cash, cashier's check, or money order and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rent as provided in this Lease. Any acceptance of a monthly rent payment or of a personal or corporate check thereafter by Landlord shall not be construed as a subsequent waiver of such rights.

**SECTION 2.5 LATE CHARGES.** If any installment of Minimum Rent or Additional Rent or any other payment of Rent under this Lease shall not be paid within five (5) days of the date due, a "Late Charge" equal to five percent (5%) of the amount of the late payment may be charged by Landlord to defray Landlord's administrative expense incident to the handling of such overdue payments. Each Late Charge shall be payable on demand. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed on Landlord by the terms of any mortgage or deed of trust covering the Premises. The parties hereby agree that any Late Charge imposed pursuant to this Lease does not represent interest, but rather represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Landlord's acceptance of any such Late Charge shall not constitute a waiver of any default by Tenant with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. If any rent is paid by check that is returned for insufficient funds, Tenant shall immediately make the required payment to Landlord in good funds; moreover, Tenant shall also pay Landlord the amounts specified above in this Section 2.5, plus an additional fee of [REDACTED] to compensate Landlord for its expense and effort in connection with the dishonored check.

### ARTICLE 3 SECURITY DEPOSIT

Tenant will pay Landlord on the date this Lease is executed by Tenant the Security Deposit set forth in Item 8 of the Basic Lease Provisions as security for the performance of the terms hereof by Tenant. Tenant shall not be entitled to interest thereon and Landlord may commingle such Security Deposit with any other funds of Landlord. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, from time to time, without prejudice to any other remedy, use, apply or retain all or any part of this Security Deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including, without limitation, costs and attorneys' fees incurred by Landlord to recover possession of the Premises. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit shall be returned to Tenant within thirty (30) days after the Expiration Date. Tenant agrees that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as the Security Deposit and that Landlord and its successors and assigns shall not be bound by any such actual or attempted assignment or encumbrance. Regardless of any assignment of this Lease by Tenant, Landlord may return the Security Deposit to the original Tenant, in the absence of evidence satisfactory to Landlord of an assignment of the right to receive the Security Deposit or any part of the balance thereof.

**ARTICLE 4  
OCCUPANCY AND USE**

**SECTION 4.1 USE OF PREMISES.**

- 4.101 General. The Premises shall, subject to the remaining provisions of this Section 4.1, be used solely for the Permitted Use (herein so called) specified in Item 11 of the Basic Lease Provisions. Without in any way limiting the foregoing, Tenant will not use, occupy or permit the use or occupancy of the Premises for any purpose (and the Permitted Use shall not include any use) which is forbidden by or in violation of any law, ordinance or governmental or municipal regulation, order, or certificate of occupancy, or which may be dangerous to life, limb or property; or permit the maintenance of any public or private nuisance; or do or permit any other thing which may disturb the quiet enjoyment of any other tenant of the Shopping Center; or keep any substance or carry on or permit any operation which might emit offensive odors or conditions from the Premises; or commit or suffer or permit any waste in or upon the Premises; or use any apparatus which might make undue noise or set up vibrations in the Shopping Center; or permit anything to be done which would increase the fire and extended coverage insurance rate on the Shopping Center or Shopping Center contents and, if there is any increase in such rate by reason of acts of Tenant, then Tenant agrees to pay such increase upon demand therefor by Landlord. Payment by Tenant of any such rate increase shall not be a waiver of Tenant's duty to comply herewith. Tenant shall keep the Premises neat and clean at all times. Tenant shall comply with, and promptly correct any violation of, each and every governmental law, rule or regulation relating to the Premises. Tenant shall comply with any direction of any governmental authority having jurisdiction which imposes any duty upon Tenant or Landlord with respect to the Premises or with respect to the occupancy or use thereof.
- (a) Tenant shall commence business operations in the Premises on or immediately after the Commencement Date and shall operate its business in an efficient, high class and reputable manner so as to produce the maximum amount of sales from the Premises. Tenant shall not at anytime leave the Premises vacant, but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the entire Premises the type of business for which the Premises is leased. Tenant shall keep the Premises open to the public for business with adequate personnel in attendance on all days (including, if designated by Landlord, Sundays and holidays (other than Christmas Day and Thanksgiving Day)) and during all hours (including, if designated by Landlord, evenings) established by Landlord from time to time as business days and store hours for the Shopping Center (including, if designated by Landlord, reasonable extended days and hours during the shopping season prior to Christmas and at other times, provided that a majority of the retail tenants in the Shopping Center are open for business during such extended days or hours, or both), except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation.
- (b) The Premises may be used only for the purpose or purposes specified in Item 11 of the Basic Lease Provisions, and only under the trade name specified in Item 12 of the Basic Lease Provisions (or, if such Item 12 is not filled in, any trade name approved in advance by Landlord), and for no other purpose and under no other trade name, it being understood and acknowledged that Landlord has entered into this Lease in

large part because it believes that such use and trade name will benefit the Shopping Center as a whole.

- (c) Tenant shall include the name of the Shopping Center and the address and identity of Tenant's business activities in the Premises in all advertisements made by Tenant in which the address and identity of any similar local business activity of Tenant is mentioned.
- (d) Tenant shall take good care of the Premises, shall keep the Premises secure and shall keep the same free from waste at all times. Tenant shall not overload the floors in the Premises, nor deface or injure the Premises. Tenant shall keep the Premises and sidewalks, service-ways and loading areas adjacent to the Premises neat, clean and free from dirt, rubbish, ice or snow at all times. Tenant shall store all trash and garbage within the Premises or in a trash dumpster or similar container approved by Landlord as to type, location and screening. Landlord shall contract for trash disposal at the Shopping Center for the common use of tenant and other tenants of the Shopping Center, and the cost of said trash disposal shall be paid for by Tenant through inclusion in Common Area Expenses (except with respect to excess usage as described below). In the event Tenant's trash disposal exceeds the standard amount of trash disposal for the Shopping Center (based on the standard number of pick-ups for the square footage of the Premises), Tenant shall pay the cost of the required additional pick-ups as Additional Rent. Landlord shall have the right to designate the type, size and location of all dumpsters used at the Shopping Center and Tenant agrees that so long as Landlord elects to contract for trash disposal at the Shopping Center, Tenant shall not place or cause the placement of any trash dumpsters on the Shopping Center or any part thereof. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center.
- (e) Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Premises lit from dusk until 10:00 p.m., everyday, including Sundays and holidays (or any other hours established by Landlord for the Shopping Center).
- (f) Tenant shall be solely responsible for the maintenance of any grease traps and connecting pipes thereto serving the Premises and any equipment installed therein. Tenant, at its sole cost and expense, shall procure and maintain in full force and effect a contract for the maintenance of any grease traps solely serving the Premises (or alternatively shall implement a routine maintenance program by Tenant's employees), including the treatment, emptying and flushing thereof, in a manner reasonably acceptable to Landlord. Tenant shall follow all reasonable recommendations of said contractor, if such contractor is so engaged, for the maintenance of the grease traps, including any recommended chemical treatments and any recommended intervals for the emptying and/or hydrojetting of the grease traps and connecting pipes. The contractor or Tenant, as applicable, shall empty the grease trap and perform such other necessary maintenance at an interval of not less than one (1) time per each consecutive three (3) month period during the Term. Landlord shall have the right to oversee any work performed by such contractor or Tenant's employees. Tenant, as Additional Rent, shall be liable for the cost of any

maintenance to or repairs of any of the building pumps and pipes as a result of Tenant's failure to comply with the terms and conditions of this provision or as a result of any grease, garbage or other abnormal disposal through the Shopping Center drain system by Tenant.

- 4.102 Prohibited Uses. Tenant shall not use or permit the Premises to be used for any purpose that conflicts with any existing leases or restrictions affecting the Shopping Center or for any other use Landlord finds offensive or disruptive to other tenants in the Shopping Center. Tenant shall not conduct within the Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease" or similar sale; nor shall Tenant operate within the Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as a "discount house." The purpose for this restriction is the maintenance of a first-class shopping center image, not price regulation; therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at discounted prices as long as Tenant complies with all Applicable Laws (hereinafter defined) and maintains an image consistent with a first-class shopping center. Further, in no event shall Tenant use the Premises for any of the uses set forth on Exhibit F attached hereto. Tenant shall not permit any objectionable noises or odors to emanate from the Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the building; nor place any antenna, equipment, awning or other projection on the exterior of the Premises; nor take any other action that would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises; nor permit any unlawful or immoral practice to be carried on or committed in the Premises; nor do anything that would tend to injure the reputation of the Shopping Center.

#### SECTION 4.2 COMPLIANCE WITH LAWS AND RULES AND REGULATIONS

- 4.201 Tenant shall use and maintain the Premises in compliance with all laws, ordinances, building codes, rules and regulations, present or future, of all federal, state, municipal and other governmental authorities and their authorized agencies, including all of the foregoing pertaining to health, safety, disabled persons and the environment ("Applicable Laws"). Without limiting the foregoing, Tenant shall be responsible for determining that its proposed use of the Premises is permitted by Applicable Laws and Tenant shall procure at its sole expense any permits and licenses required for its use of the Premises. At Landlord's request, Tenant shall deliver to Landlord copies of all such permits and licenses and proof of Tenant's compliance with all Applicable Laws.

- (a) Tenant warrants and represents that Tenant's intended use of the Premises will not violate any Applicable Laws pertaining to health or the environment ("Applicable Environmental Laws"). Tenant shall not knowingly incorporate into, or use or otherwise place or dispose of any hazardous or toxic materials at or on the Premises or the Shopping Center except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (i) such materials are in small quantities, properly labeled and contained, (ii) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal, (iii) notice of and a copy of the current material safety data sheet is provided to Landlord for each such hazardous or toxic material and (iv) such materials are used, transported, stored, handled and disposed of in accordance with all Applicable Laws. Tenant shall not cause or permit the Premises or Tenant to be in violation of, or do anything or permit anything to be done that will subject the Landlord or the

Premises or the Shopping Center to any remedial obligations under, any Applicable Environmental Laws, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Premises, the Shopping Center and Tenant. Tenant shall promptly notify Landlord in writing of any existing, pending or, to the knowledge of Tenant, threatened investigation or inquiry by any governmental authority in connection with any violation of Applicable Environmental Laws by Tenant or the Premises. Tenant shall take all steps necessary to determine during the Term of this Lease that no hazardous substances or solid wastes are being disposed of or otherwise released on or to or from the Premises. Landlord may enter upon the Premises at any reasonable time following reasonable notice to verify compliance with this subsection 4.201 if Landlord believes in good faith that a violation of this subsection 4.201 may have occurred or be threatened. Any violation of this subsection 4.201 by Tenant shall constitute a default under this Lease that cannot be cured. Tenant hereby agrees to assume liability for and to pay, indemnify, defend, protect and hold harmless Landlord and its affiliates, officers, directors, partners, employees, agents and servants from any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees and expenses and court costs and expenses and court costs), costs of settlement and disbursements of any kind and nature whatsoever imposed, incurred or asserted in any way relating to or arising out of (a) a violation of Applicable Environmental Laws by the Premises (except for a violation resulting from a condition that existed in the Premises prior to Tenant's occupancy, unless the violation results from Tenant's disturbance or exacerbation of such condition) or by Tenant during the Term of this Lease or during any period of holdover by Tenant after the Term of this Lease, or (b) a disposal or other release of any hazardous substance or solid waste on, to or from the Premises during the Term of this Lease or during any such period of holdover, even if the same results from Landlord's negligence or Landlord would be strictly liable therefor. This indemnity shall survive the termination or expiration of this Lease.

- (b) Tenant shall cause its owners, officers, managers, and employees to park their cars, trucks, and other vehicles only in parking areas designated from time to time by Landlord for employee parking. Landlord shall have the right to tow vehicles parked in areas other than those designed by Landlord for employee parking at the expense of the owner of the vehicle, and to fine Tenant up to \$100 per violation of Landlord's parking policy by Tenant and/or its owners, officers, managers, and employees, and any such fine shall be considered additional rent hereunder. Tenant shall furnish Landlord the state automobile license numbers assigned to Tenant's car or cars and the cars of Tenant's employees within 5 days of Landlord's request and shall thereafter notify Landlord of any changes within five (5) days after such changes occur.

#### SECTION 4.3 SIGNS AND AWNINGS.

- 4.301. Landlord's Approval Rights. Tenant shall not, without Landlord's prior written consent, (a) make any changes to the store front, or (b) install any exterior lighting, decorations, paintings, awnings, canopies or the like, or (c) erect or install any signs, window or door lettering, placards, awnings, decorations, banners, portable signs or advertising media of any type that can be viewed from the exterior of the Premises, except only dignified displays of customary type for its display windows. All signs, lettering, placards, awnings, decorations and advertising media (including, without limitation, the sign required by subsection 4.302

below) shall conform in all respects to the criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion and shall be subject to Landlord's requirements as to construction, method of attachment, size, shape, height, lighting, color and general appearance (provided, Tenant's initial sign shall not be subject to future changes in Landlord's sign criteria or requirements unless such sign is otherwise modified or replaced by Tenant).

4.302 Installation of Tenant's Sign. Subject to subsection 4.301, Tenant agrees to install, on or prior to the Commencement Date, a first-class sign on the front of the Premises and to maintain such sign in good condition and proper operating order at all times during the Term of this Lease. Notwithstanding the foregoing, Landlord hereby approves the signage previously installed on the exterior of the Premises pursuant to the lease between Landlord and Existing Tenant (defined in Section 15.28).

4.303 Signage Restrictions. The following restrictions shall apply to all signs in the Shopping Center: (i) there shall be no flashing, rotating or moving signs or markers of any type (other than an electronic reader board on the bottom of any pylon sign); (ii) there shall be no rooftop signs; (iii) there shall be no signs painted on the exterior masonry surface of any building; (iv) there shall be no signs which are constructed or made of cloth material, paper or cardboard, except temporary promotional signs, and (v) there shall be no signs advertising businesses other than those carried on within the Shopping Center.

**SECTION 4.4 RULES AND REGULATIONS.** Tenant will comply with such rules and regulations (the "Rules and Regulations") generally applying to tenants in the Shopping Center as may be adopted from time to time by Landlord for the management, safety, care and cleanliness of, and the preservation of good order and protection of property in, the Premises and the Shopping Center. All such Rules and Regulations are hereby made a part hereof. The Rules and Regulations in effect on the date hereof are attached hereto as Exhibit E. All changes and amendments to the Rules and Regulations sent by Landlord to Tenant in writing and conforming to the foregoing standards shall be carried out and observed by Tenant. Landlord hereby reserves all rights necessary to implement and enforce the Rules and Regulations and each and every provision of this Lease. Landlord shall not be liable to Tenant for the failure of any other tenant or other person to comply with the Rules and Regulations.

**SECTION 4.5 ACCESS.** Without being deemed guilty of an eviction of Tenant and without abatement of Rent, Landlord and its authorized agents shall have the right to enter the Premises, upon reasonable notice, to inspect the Premises, to show the Premises to prospective lenders, purchasers or tenants and to fulfill Landlord's obligations or exercise its rights (including without limitation Landlord's Reserved Right [as hereinafter defined]) under this Lease. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock the doors to and within the Premises, excluding Tenant's vaults and safes. Landlord shall have the right to use any and all means which Landlord may deem proper to enter the Premises in an emergency without liability therefor.

**SECTION 4.6 QUIET POSSESSION.** Provided Tenant timely pays Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have the quiet possession of the Premises for the entire Term hereof free from all claims arising by, through or under Landlord, but not otherwise, subject to all of the provisions of this Lease and all laws, easements, rights of way, and restrictive covenants to which the Shopping Center is subject.

SECTION 4.7 PERMITS. Tenant shall obtain the certificate of occupancy, if any, required for occupancy of the Premises. Tenant shall pay for the cost of any such certificate of occupancy. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business in the Premises or any part thereof, Tenant, at its expense, shall procure and thereafter maintain such license or permit. Additionally, if any alteration or improvement made to the Premises by Tenant or Tenant's use of the Premises require any modification or amendment of any certificate of occupancy for the Shopping Center or the issuance of any other permit of any nature whatsoever, Tenant shall, at its expense, take all actions required to procure any such modification or amendment or additional permit.

## ARTICLE 5 UTILITIES AND TELECOMMUNICATION EQUIPMENT

SECTION 5.1 UTILITIES. Landlord agrees to cause to be provided to the Shopping Center the necessary mains, conduits and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewage service to the building in which the Premises are located. Tenant shall pay all utility charges incurred by it in the use of the Premises whether supplied by Landlord or directly to Tenant by a utility company. Tenant shall also be required prior to taking possession of the Premises to pay to Landlord or to the utility company, as the case may be, any and all water and sewer hookup charges, connection fees, impact fees and deposits. If any such charges are not paid when due, Landlord may pay the same and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant. Regardless of whether Landlord supplies Tenant with any utility services, Landlord shall not be responsible for any problems whatsoever with respect to the quality, quantity or interruption of such services, and failure or interruption of services shall not entitle Tenant to terminate this Lease or to any abatement or reduction of Rent. Landlord shall have the right to control all exterior lighting at the Shopping Center.

SECTION 5.2 TELECOMMUNICATION EQUIPMENT. In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Shopping Center, no such provider shall be permitted to install its lines or other equipment within the Shopping Center without first securing the prior written approval of the Landlord, which approval shall include, without limitation, approval of the plans and specifications for the installation of the lines and/or other equipment within the Shopping Center. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the provider. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval: (i) Landlord shall incur no expense whatsoever with respect to any aspect of the provider's provision of its services, including without limitation, the costs of installation, materials and services; (ii) prior to commencement of any work in or about the Shopping Center by the provider, the provider shall supply Landlord with such written indemnities, evidence of insurance, financial statements, and such other items as Landlord determines to be necessary to protect its financial interests and the interests of the Shopping Center relating to the proposed activities of the provider; (iii) the provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are determined by Landlord to be necessary to protect the interests of the Shopping Center, the tenants in the Shopping Center and Landlord, in the same or similar manner as Landlord has the right to protect itself and the Shopping Center with respect to proposed alterations as described in subsection 6.303 of this Lease; (iv) Landlord determines that there is sufficient space in the Shopping Center for the placement of all of the provider's equipment and materials; (v) the provider agrees to abide by Landlord requirements, if any, that the provider use existing Shopping Center conduits and pipes or use Shopping Center contractors (or other contractors approved by Landlord); (vi) Landlord receives from the provider such compensation as is determined by Landlord to compensate it for space used in the Shopping Center for

the storage and maintenance of the provider's equipment, for the fair market value of the provider's access to the Shopping Center, and the costs which may reasonably be expected to be incurred by Landlord; (vii) the provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the provider's equipment is complete; and (viii) all of the foregoing matters are documented in a written license agreement between Landlord and the provider, the form and content of which are reasonably satisfactory to Landlord.

**ARTICLE 6**  
**MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS**

**SECTION 6.1 LANDLORD'S OBLIGATION TO MAINTAIN AND REPAIR.** Landlord shall (subject to Section 7.1, Section 7.4, and Article 8 and Landlord's rights under Section 2.3 and except for ordinary wear and tear) keep the foundation, the exterior walls (except plate glass; windows, doors and other exterior openings; awnings if installed by Tenant or Landlord; window and door frames, molding, closure devices, locks and hardware; special store fronts; lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installations, equipment and fixtures; signs, placards, decorations or other advertising media of any type; and interior painting or other treatment of interior walls, which items shall be the responsibility of Tenant) and roof (subject to the second sentence in subsection 2.302(c)) of the Premises in good repair. Landlord, however, shall not be required to repair any damage occasioned by any act or negligence of Tenant, its agents, employees, subtenants, invitees, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration), except and to the extent such damage is covered by the insurance required to be carried by Landlord under this Lease (provided, in any event, Tenant shall be responsible for the payment of any deductible applicable to the insurance coverage for such damage). Landlord shall not be liable to Tenant for any damage to merchandise, trade fixtures or personal property of Tenant in the Premises caused by water leakage from roof, water lines, sprinkler or heating and cooling equipment, even if the same is caused by or results from the negligence of Landlord (but not the gross negligence or willful misconduct of Landlord) or Landlord would be strictly liable therefor. If 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 have a reasonable time after receipt by Landlord of such written notice, in which to make such repairs. Notwithstanding the foregoing, Landlord shall not have to make any repairs required of it by this Lease until Tenant gives Landlord written notice of the need therefor. Furthermore, except with respect to those items to be repaired by Landlord as set forth in the first sentence of this Section 6.1, Landlord shall not be required to repair any damage to the Premises caused by burglary, robbery, vandalism or other criminal activity.

**SECTION 6.2 TENANT'S OBLIGATION TO MAINTAIN AND REPAIR.**

6.201 Tenant's Obligation. Tenant shall keep the Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 6.1, Section 7.1 and Article 8. Without limiting the previous sentence, it is understood that Tenant's responsibilities shall include the repair and replacement of all lighting, heating, air conditioning, plumbing (including fire protection equipment and systems), and other electrical, mechanical and electromotive installations, equipment and fixtures within and serving the Premises, perimeter sidewalks of the Premises, and all signage and awnings and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Premises, regardless of when or how the defect or other cause for repair or replacement occurred or became apparent.

Tenant shall be responsible for preventive maintenance on the heating, ventilation and air conditioning equipment (HVAC) for the Premises. Without limiting the generality of the immediately preceding sentence: (a) Tenant shall replace all filters in the HVAC system at least once every six weeks; and (b) Tenant shall have the entire heating, ventilation and air conditioning equipment inspected by a qualified or licensed HVAC contractor at least once a year. The inspection specified in item (b) immediately above shall be completed between March 1st and May 31st of each year. Tenant shall provide Landlord with a copy of the invoice or report from the inspecting company, giving evidence that the system has been inspected. If Landlord has not received from Tenant by June 15th of each year a copy of the inspection report, then Landlord shall have the right to have the heating, ventilation and air conditioning equipment inspected by a company to be selected by Landlord. Landlord shall bill Tenant for the cost of this inspection and such costs shall be paid on demand by Tenant as Rent. Notwithstanding the foregoing, provided that Tenant maintains the required maintenance service contract for the HVAC systems serving the Premises as required herein, and except for any replacements necessitated by the gross negligence or willful misconduct of Tenant or its agents, employees, Landlord and Tenant agree that if a heating and air conditioning unit serving the Premises requires replacement during the initial Term of this Lease, as reasonably determined by Landlord, Landlord shall perform such replacement at Landlord's sole cost and expense. If Tenant fails to maintain the required maintenance service contract in effect at any time during the Term of this Lease, Landlord's obligation to pay for the replacement costs of any HVAC units shall terminate and be of no force or effect.

6.202 Rights of Landlord. Landlord shall have the same rights with respect to repairs performed by Tenant as Landlord has with respect to improvements and alterations performed by Tenant under subsection 6.303. In the event Tenant fails, in the reasonable judgment of Landlord, to maintain the Premises in good order, condition and repair, or otherwise satisfy its repair and replacement obligations under subsection 6.201, Landlord shall have the right to perform such maintenance, repairs and replacements at Tenant's expense. Tenant shall pay to Landlord within ten (10) days after demand any such cost or expense incurred by Landlord, plus a fifteen percent (15%) administrative fee, together with interest thereon at the rate specified in Section 15.10 from the date of demand until paid.

### SECTION 6.3 IMPROVEMENTS AND ALTERATIONS.

6.301 Landlord's Construction Obligation. Landlord shall have no obligation to construct leasehold improvements or provide any improvement allowance to Tenant in connection with this Lease.

6.302 Alteration of Shopping Center. Landlord hereby reserves the right and at all times shall have the right to repair, change, redecorate, alter, improve, modify, renovate, enclose or make additions to any part of the Shopping Center (including, without limitation, structural elements and load bearing elements within the Premises) and to enclose and/or change the arrangement and/or location of driveways or parking areas or landscaping or other Common Areas of the Shopping Center, all without being held guilty of an actual or constructive eviction of Tenant or breach of the implied warranty of suitability and without an abatement of Rent (the "Reserved Right"). Without in any way limiting the generality of the foregoing, Landlord's Reserved Right shall include, but not be limited to, the right to do any of the following: (i) erect and construct scaffolding, pipe, conduit and other structures on and within and outside of the Premises where reasonably required by the nature of the changes, alterations, improvements, modifications, renovations and/or additions being performed, (ii) perform within and outside of the Premises all work and other activities associated with such changes, alterations, improvements, modifications, renovations and/or additions being performed, (iii) repair,

change, renovate, remodel, alter, improve, modify or make additions to the arrangement, appearance, location and/or size of entrances or passageways, doors and doorways, corridors, elevators, elevator lobbies, stairs, toilets or other Common Areas, (iv) temporarily close any Common Area and/or temporarily suspend Shopping Center services and facilities in connection with any repairs, changes, alterations, modifications, renovations or additions to any part of the Shopping Center, (v) repair, change, alter or improve plumbing, pipes and conduits located in the Shopping Center, including without limitation, those located within the Premises, the Common Areas, and the Service Corridors of the Shopping Center and (vi) repair, change, modify, alter, improve, renovate or make additions to the Shopping Center central heating, ventilation, air conditioning, electrical, mechanical or plumbing systems. When exercising the Reserved Right, Landlord will interfere with Tenant's use and occupancy of the Premises as little as is reasonably practicable.

6.303 Alterations, Additions, Improvements and Installations by Tenant. Tenant shall not, without the prior written consent of Landlord, make any changes, modifications, alterations, additions or improvements to, or install any equipment or machinery (other than office equipment and unattached personal property) on, the Premises (all such changes, modifications, alterations, additions, improvements and installations approved by Landlord are herein collectively referred to as "Installations") if any such Installations would (i) affect any structural or load bearing portions of the Shopping Center, (ii) affect areas of the Premises which can be viewed from Common Areas, or (iii) violate any provision in Article 4. As to Installations not covered by the preceding sentence, Tenant will not perform same without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. All Installations shall be at Tenant's sole cost and expense. Without in any way limiting Landlord's consent rights, Landlord shall not be required to give its consent until (a) Landlord approves the contractor or person making such Installations and approves such contractor's insurance coverage to be provided in connection with the work, (b) Landlord approves final and complete plans and specifications for the work and (c) the appropriate governmental agency, if any, has approved the plans and specifications for such work. All work performed by Tenant or its contractor relating to the Installations shall conform to Applicable Laws. Upon completion of the Installations, Tenant shall deliver to Landlord "as built" plans. All Installations that constitute improvements constructed within the Premises shall be surrendered with the Premises at the expiration or earlier termination of this Lease, unless Landlord requests that same be removed pursuant to Section 1.3. Tenant shall indemnify and hold Landlord harmless from and reimburse Landlord for and with respect to, any and all costs, expenses (including reasonable attorneys' fees and expenses and court costs), demands, claims, causes of action and liens, arising from or in connection with any Installations performed by or on behalf of Tenant, even if the same is caused by the negligence of Landlord or Landlord is strictly liable for such costs, expenses or claims. All Installations performed by or on behalf of Tenant will be performed diligently and in a first-class workmanlike manner and in compliance with all Applicable Laws. Landlord will have the right, but not the obligation, to inspect periodically the work on the Premises and may require changes in the method or quality of the work.

6.304 Approvals. Any approval by Landlord (or Landlord's architect and/or engineers) of any of Tenant's contractors or Tenant's drawings, plans or specifications which are prepared in connection with any construction of improvements in the Premises shall not in any way be construed as or constitute a representation or warranty of Landlord as to the abilities of the contractor or the adequacy or sufficiency of such drawings, plans or specifications or the improvements to which they relate, for any use, purpose or condition.

**ARTICLE 7**  
**INSURANCE, FIRE AND CASUALTY**

**SECTION 7.1 TOTAL OR PARTIAL DESTRUCTION OF THE SHOPPING CENTER OR THE PREMISES.** In the event that the Shopping Center should be totally destroyed by fire or other casualty or in the event the Shopping Center or the Premises (or any portion thereof) should be so damaged that rebuilding or repairs cannot be completed, in Landlord's reasonable opinion, within one hundred eighty (180) days after commencement of repairs to the Shopping Center or the Premises, Landlord may, at its option, terminate this Lease, in which event Minimum Rent and Additional Rent shall be abated during the unexpired portion of this Lease effective with the date of such termination if the damage does not involve the Premises and the date of such damage if the damage involves the Premises. Landlord shall exercise the termination right pursuant to the preceding sentence, if at all, by delivering written notice of termination to Tenant within ten (10) days after determining that the repairs cannot be completed within such one hundred eighty (180) day period. In the event that the Premises should be so damaged by fire or other casualty that rebuilding or repairs cannot be completed, in Landlord's reasonable opinion, within one hundred eighty (180) days after the commencement of repairs to the Premises, Tenant may, at its option, terminate this Lease, in which event Minimum Rent and Additional Rent shall be abated during the unexpired portion of this Lease, effective the date of termination. Tenant shall exercise the termination right pursuant to the preceding sentence, if at all, by delivering written notice of termination to Landlord within ten (10) days after being advised by Landlord that the repairs cannot be completed within such one hundred eighty (180) day period. In the event the Shopping Center or the Premises should be damaged by fire or other casualty and, in Landlord's reasonable opinion, the rebuilding or repairs can be completed within one hundred eighty (180) days after the commencement of repairs to the Shopping Center or Premises, as applicable, or if the damage should be more serious but neither Landlord nor Tenant elect to terminate this Lease pursuant to this Section 7.1, in either such event Landlord shall, within sixty (60) days after the date of such damage, commence (and thereafter pursue with reasonable diligence) repairing the Shopping Center and the Premises, but only to the extent of insurance proceeds actually received by Landlord for such repairs, to substantially the same condition which existed immediately prior to the happening of the casualty. In no event shall Landlord be required to rebuild, repair or replace any part of the furniture, equipment, fixtures, inventory, supplies or any other personalty or any other improvements which may have been placed by Tenant within the Shopping Center or at the Premises. Landlord shall allow Tenant a fair diminution of Minimum Rent and Additional Rent during the time the Premises are unfit for occupancy during such rebuilding and repair; provided, that if such casualty was caused by Tenant, its agents, employees, licensees or invitees, Minimum Rent and Additional Rent shall be abated only to the extent Landlord is compensated for such Minimum Rent and Additional Rent by loss of rents insurance, if any. Notwithstanding Landlord's restoration obligation, in the event any mortgagee under a deed of trust, security agreement or mortgage on the Shopping Center should require that the insurance proceeds be used to retire or reduce the mortgage debt or if the insurance company issuing Landlord's fire and casualty insurance policy fails or refuses to pay Landlord the proceeds under such policy, Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice by Landlord to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the Shopping Center or to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

**SECTION 7.2 TENANT'S INSURANCE.**

**7.201 Types of Coverage.** Tenant covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the insurance set forth in paragraphs (a), (b) and (c) of this subsection 7.201.

- (a) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Premises and Tenant's use thereof against claims for personal or bodily

injury or death or property damage occurring upon, in or about the Premises (including contractual indemnity and liability coverage), such insurance to insure both Tenant and, as additional named insureds, Landlord and the Property Manager, and to afford protection to the limit of not less than [REDACTED] combined single limit, in respect to injury or death to any number of persons, including "liquor liability" or "dram shop" coverage if alcoholic beverages are served in the Premises, and all property damage arising out of any one (1) occurrence, with a deductible acceptable to Landlord. All insurance coverage required under this subparagraph (a) shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease. Additionally, each policy evidencing the insurance required under this subparagraph shall expressly insure both Tenant and, as additional named insureds, Landlord and the Shopping Center Property Manager, **IT BEING THE INTENT THAT SUCH POLICIES AFFORD INSURANCE COVERAGE TO LANDLORD AND THE PROPERTY MANAGER AGAINST CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH OR PROPERTY DAMAGE OCCURRING UPON, IN OR ABOUT THE PREMISES AS THE RESULT OF THE NEGLIGENCE OF LANDLORD OR THE PROPERTY MANAGER**, whether or not required by the other provisions of this Lease.

- (b) Property Insurance. Property insurance on a causes of loss – special form basis (including coverage against fire, wind, tornado, vandalism, malicious mischief, water damage and sprinkler leakage) covering all fixtures, equipment and personalty located in the Premises and endorsed to provide one hundred percent (100%) replacement cost coverage. Such policy will be written in the names of Tenant, Landlord and any other parties reasonably designated by Landlord from time to time, as their respective interests may appear. The property insurance may, with the consent of the Landlord, provide for a reasonable deductible.
- (c) Worker's Compensation and Employer's Liability Insurance. Worker's compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the worker's compensation laws of the State of Georgia, together with employer's liability insurance in an amount not less than [REDACTED] per employee and [REDACTED] per occurrence. The insurance required by this part (c) shall include provisions waiving all subrogation rights against Landlord.

7.202

Other Requirements of Insurance. All such insurance will be issued and underwritten by companies reasonably acceptable to Landlord and will contain endorsements that (a) such insurance may not lapse with respect to Landlord or Property Manager or be canceled or amended with respect to Landlord or Property Manager without the insurance company giving Landlord and Property Manager at least thirty (30) days' prior written notice of such lapse, cancellation or amendment, (b) Tenant will be solely responsible for payment of premiums, (c) in the event of payment of any loss covered by such policy, Landlord or Landlord's designees will be paid first by the insurance company for Landlord's loss and (d) Tenant's insurance is primary in the event of overlapping coverage which may be carried by Landlord. All such insurance shall name Landlord, Property Manager, and any mortgagee, as additional insureds on a form that does not limit the coverage provided under such policy to any additional insured (i) by reason of such additional insured's negligent acts or omissions (sole or otherwise), (ii) by reason of other insurance available to such additional insured, or (iii) to claims for which a primary insured has agreed to indemnify the additional insured.

7.203 Proof of Insurance. Tenant shall deliver to Landlord prior to taking possession of the Premises, duplicate originals of all policies of insurance required by this Section 7.2 or duly executed originals of the evidence of such insurance (on ACORD Form 25 or 27, as applicable, or similar forms) evidencing in-force coverage, stating that Landlord is an additional insured under Tenant's Commercial General Liability policy and agreeing to give Landlord at least thirty (30) days' written notice prior to lapse, non-renewal, termination, cancellation or modification adversely affecting Landlord. Further, Tenant shall deliver to Landlord renewals thereof at least thirty (30) days prior to the expiration of the respective policy terms.

### SECTION 7.3 LANDLORD'S INSURANCE.

7.301 Types of Coverage. Landlord covenants and agrees that from and after the date of delivery of the Premises from Landlord to Tenant, Landlord will carry and maintain, at its sole cost and expense (subject to reimbursement through Common Area Expenses), the insurance set forth in paragraphs (a) and (b) of this subsection 7.301.

(a) Commercial General Liability Insurance. Commercial General Liability Insurance covering the Shopping Center and all Common Areas, but excluding the Premises, insuring against claims for personal or bodily injury or death or property damage occurring upon, in or about the Shopping Center or Common Areas to afford protection to the limit of not less than [REDACTED] combined single limit in respect to injury or death to any number of persons and property damage arising out of any one (1) occurrence.

(b) Property Insurance. Landlord shall at all times during the Term hereof maintain in effect a policy or policies of property insurance covering the Shopping Center (excluding property required to be insured by Tenant) endorsed to provide full replacement cost coverage and providing protection against such risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time determine.

7.302 Self Insurance. Any insurance provided for in subsection 7.301 may be effected by self-insurance or by a policy or policies of blanket insurance covering additional items or locations or assureds, provided that the requirements of this Section 7.3 are otherwise satisfied. Tenant shall have no rights in any policy or policies maintained by Landlord.

SECTION 7.4 WAIVER OF SUBROGATION. Notwithstanding any provision to the contrary contained herein, each party hereto hereby releases any and every claim which arises or may arise in favor of such party and against the other party hereto and/or such other party's officers, directors, partners, members, managers, employees and agents during the Term or any extension or renewal thereof for any and all loss of or damage to any of its property (regardless of whether such loss or damage is the result of or caused by the negligent acts or omissions of the released party or any strict liability) arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried hereunder, or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder. Said waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties hereto. Each party hereto agrees immediately to give to each insurance company which has issued to it policies of property insurance written notice of the terms of said mutual waivers, if necessary, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers. For the purpose of the foregoing waiver, the

amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by the insured under the insurance policy to which such deductible relates.

**SECTION 7.5. INDEMNITY.** Subject to the limitation and exclusions set forth below in this Section 7.5, Tenant will indemnify, defend and hold harmless Landlord, Property Manager, their respective officers, directors, partners, members, managers and employees and any other parties for whom Landlord and/or Property Manager are responsible (each a "Landlord Indemnified Party") from, and shall reimburse each Landlord Indemnified Party for and with respect to, any and all costs, expenses (including, without limitation, reasonable attorneys' fees and expenses and court costs), claims, demands, actions, proceedings, judgments, hearings, damages, losses and liabilities brought or asserted by or payable to any third party, on account of personal injury, death, property damage or any other form of injury or damage (each a "Claim" and collectively, the "Claims") arising out of or relating to (A) an incident or event which occurred within or on the Premises, (B) the use or occupancy of the Premises or (C) any breach of this Lease by Tenant and which resulted in a Claim, even if the claim is the result of or caused by the negligent acts or omissions of any Landlord Indemnified Party or the Landlord Indemnified Party is strictly liable for such claim. The indemnification and reimbursement obligations of Tenant to a Landlord Indemnified Party under this Section 7.5 shall not apply to a Claim arising out of the gross negligence or intentional misconduct of the Landlord Indemnified Party. If a third party files a lawsuit or brings any other legal action asserting a Claim against a Landlord Indemnified Party and that is covered by the above Tenant's indemnity, then Tenant, upon notice from the Landlord Indemnified Party, shall resist and defend such Claim at Tenant's sole cost and expense through counsel reasonably satisfactory to the Landlord Indemnified Party. Tenant's obligations under this Section 7.5 shall survive the termination of this Lease.

## ARTICLE 8 CONDEMNATION

**SECTION 8.1 CONDEMNATION RESULTING IN CONTINUED USE NOT FEASIBLE.** If the Shopping Center or any portion thereof that, in Landlord's reasonable opinion, is necessary to the continued efficient and/or economically feasible use of the Shopping Center shall be taken or condemned in whole or in part for public purposes, or sold to a condemning authority in lieu of taking, then the Term of this Lease shall, at the option of Landlord, forthwith cease and terminate.

**SECTION 8.2 TOTAL CONDEMNATION OF PREMISES.** In the event that all or substantially all of the Premises is taken or condemned or sold in lieu thereof or Tenant will be unable to use a substantial portion of the Premises for a period of one hundred eighty (180) consecutive days by reason of a temporary taking, either Landlord or Tenant may terminate this Lease by delivering written notice thereof to the other within ten (10) business days after the taking, condemnation or sale in lieu thereof.

**SECTION 8.3 CONDEMNATION WITHOUT TERMINATION.** If upon a taking or condemnation or sale in lieu of the taking of all or less than all of the Shopping Center which gives either Landlord or Tenant the right to terminate this Lease pursuant to Section 8.1 or 8.2 and neither Landlord nor Tenant elect to exercise such termination right, or if such taking does not allow termination of this Lease, then this Lease shall continue in full force and effect, provided that, if the taking, condemnation or sale includes any portion of the Premises, the Minimum Rent and Additional Rent shall be redetermined on the basis of the remaining square feet of leasable area of the Premises. Landlord, at Landlord's sole option and expense, shall restore and reconstruct the Shopping Center to substantially its former condition to the extent that the same may be reasonably feasible, but such work shall not be required to exceed the scope of the work done by Landlord in originally constructing the Shopping Center, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation or damages (over and above

amounts going to the mortgagee of the property taken) for the part of the Shopping Center or the Premises so taken.

**SECTION 8.4 CONDEMNATION PROCEEDS.** Landlord shall receive the entire award (which shall include sales proceeds) payable as a result of a condemnation, taking or sale in lieu thereof. Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in and to any such award. Tenant shall, however, have the right to recover from such authority through a separate award which does not reduce Landlord's award, any compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation to and removal of Tenant's physical property.

## **ARTICLE 9 LIENS**

Tenant shall keep the Premises and the Shopping Center free from all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant and Tenant shall indemnify, defend and hold harmless Landlord from and against, and reimburse Landlord for and with respect to, any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and expenses and court costs), arising from or in connection with any such liens. In the event that Tenant shall not, within ten (10) days following notification to Tenant of the imposition of any such lien, cause the same to be released of record by payment or the posting of a bond in amount, form and substance acceptable to Landlord, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All amounts paid or incurred by Landlord in connection therewith shall be paid by Tenant to Landlord on demand and shall bear interest from the date of demand until paid at the rate set forth in Section 15.10. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the Shopping Center or 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 any mechanic's or other liens against the interest of Landlord in the Shopping Center or the Premises.

## **ARTICLE 10 TAXES ON TENANT'S PROPERTY**

Tenant shall be liable for and shall pay, prior to their becoming delinquent, any and all taxes and assessments levied against, and any increases in Real Estate Taxes as a result of, any personal property or trade or other fixtures placed by Tenant in or about the Premises and any improvements constructed in the Premises by or on behalf of Tenant. In the event Landlord pays any such additional taxes or increases, Tenant will, within ten (10) days after demand, reimburse Landlord for the amount thereof.

## **ARTICLE 11 SUBLETTING AND ASSIGNING**

**SECTION 11.1 SUBLEASE AND ASSIGNMENT.** Tenant shall not (either voluntarily or by operation of law) assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof or grant any license, concession or other right of occupancy of any portion of

the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. In no event shall any assignment or sublease ever release Tenant from any obligation or liability hereunder. In determining whether or not to grant its consent, Landlord may take into consideration such factors as Landlord deems appropriate, including Landlord's desired tenant mix, the reputation and net worth of the proposed transferee, the experience of the proposed transferee in operating retail stores, and the then current market conditions (including market rents).

**SECTION 11.2 TENANT'S CONTINUING OBLIGATIONS.** Without limiting Landlord's consent rights and as a condition to obtaining Landlord's consent, (i) each assignee must assume all obligations under this Lease and (ii) each sublessee must confirm that its sublease is subject and subordinate to this Lease. In addition, each assignee and sublessee shall agree to cause the Premises to comply at all times with all requirements of all Applicable Laws, including, but not limited to, obligations arising out of or associated with such assignee's or subtenant's use of or activities or business operations conducted within the Premises. No assignee or sublessee of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and/or sublettings. Tenant shall deliver to Landlord a copy of each assignment or sublease entered into by Tenant promptly after the execution thereof, whether or not Landlord's consent is required in connection therewith. Any assignment made by Tenant shall be in recordable form and shall contain a covenant of assumption by the assignee running to Landlord. All reasonable legal fees and expenses incurred by Landlord in connection with any assignment or sublease proposed by Tenant will be the responsibility of Tenant and will be paid by Tenant within five (5) days of receipt of an invoice from Landlord. In addition, Tenant will pay to Property Manager an administrative overhead fee of [REDACTED] in consideration for Landlord's review of any requested assignment or sublease.

**SECTION 11.3 LANDLORD'S RIGHTS.**

**11.301 Landlord's Termination and Consent Rights.**

- (a) If Tenant desires to sublease any portion of the Premises or assign this Lease, Tenant shall submit to Landlord (a) in writing the name of the proposed subtenant or assignee, the nature of the proposed subtenant's or assignee's business and, in the event of a sublease, the portion of the Premises which Tenant desires to sublease (if the proposed sublease space is less than all of the Premises, such portion is herein referred to as the "Proposed Sublease Space"), (b) a current balance sheet and income statement for such proposed subtenant or assignee, (c) a copy of the proposed form of sublease or assignment, and (d) such other information as Landlord may reasonably request (collectively, the "Required Information").
- (b) Landlord shall, within fifteen (15) days after Landlord's receipt of the Required Information deliver to Tenant a written notice (each such notice, a "Landlord Response") in which Landlord either (i) terminates this Lease, if Tenant desires to sublease all of the Premises or assign this Lease, (ii) terminates this Lease only as to the Proposed Sublease Space, if the Proposed Sublease Space is less than the entire Premises, (iii) consents to the proposed sublease or assignment, or (iv) withholds its consent to the proposed sublease or assignment.
- (c) If Landlord does not timely exercise its termination right with respect to the proposed sublease or assignment within the required fifteen (15) days period, then Landlord shall be deemed to have waived its right to terminate this Lease with respect to the applicable assignment or sublease, but Landlord shall have the right to consent or withhold its consent to the applicable proposed assignment or sublease, by delivering

written notice thereof to Tenant within such fifteen (15) day period. If Landlord does not exercise its right to consent or withhold its consent in respect of a proposed assignment or sublease within the required fifteen (15) day period, then Landlord shall be deemed to have withheld its consent to the proposed assignment or sublease.

11.302 Effect of Termination. If Landlord timely exercises its option to terminate this Lease as to the entire Premises as provided in subsection 11.301, then this Lease shall terminate on a date specified by Landlord in the Landlord Response (the "Specified Termination Date"), which Specified Termination Date shall not be sooner than 30 days after the date of Landlord's Response, nor later than 90 days after the date of Landlord's Response, and the Minimum Rent and Additional Rent shall be paid and apportioned to the Specified Termination Date. If Landlord timely exercises its option to terminate this Lease as to only the Proposed Sublease Space, then (i) this Lease shall end and expire with respect to the Proposed Sublease Space on the applicable Specified Termination Date, (ii) from and after the applicable Specified Termination Date, the Basic Rent shall be reduced by the amount of Basic Rent that was being paid in respect of the Proposed Sublease Space as of the applicable Specified Termination Date, (iii) Tenant's Pro Rata Share shall be recalculated based on the square feet of rentable area included in the Premises (exclusive of such Proposed Sublease Space), (iv) Tenant's estimated payments of Additional Rent shall be recalculated on the basis of the revised Tenant's Pro Rata Share, and (v) if the Proposed Sublease Space adjoins another portion of the Premises, Tenant shall, at Tenant's sole cost and expense, construct and finish such demising walls as are necessary to physically separate the Premises from the Proposed Sublease Space, and perform such work as is required to separate utilities and otherwise separate such spaces. The alterations performed by Tenant pursuant to this paragraph shall be deemed Installations and therefore subject to the provisions of subsection 6.303.

SECTION 11.4 LANDLORD'S RIGHTS RELATING TO ASSIGNEE OR SUBTENANT. To the extent the rentals or income derived from any sublease or assignment exceed the rentals due hereunder for the portion of the Premises subject to such sublease or assignment, such excess rentals (the "Excess Sublease Rentals") shall be the property of and paid over to Landlord in consideration for Landlord's consent to the applicable assignment or sublease. Landlord may at its option collect directly from such assignee or sublessee all rents becoming due to Tenant under such assignment or sublease. Tenant hereby authorizes and directs any such assignee or sublessee to make such payments of rent direct to Landlord upon receipt of notice from Landlord and Tenant agrees that any such payments made by an assignee or sublessee to Landlord shall, to the extent of the payments so made, be a full and complete release and discharge of rent owed to Tenant by such assignee or sublessee. No direct collection by Landlord from any such assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any guarantor of Tenant from the further performance of its obligations hereunder. Receipt by Landlord of rent from any assignee, sublessee or occupant of the Premises or any part thereof shall not be deemed a waiver of the above covenant in this Lease against assignment and subletting or a release of Tenant under this Lease. In the event that, following an assignment or subletting, this Lease or Tenant's right to possession of the Premises is terminated for any reason, including without limitation in connection with default by or bankruptcy of Tenant (which, for the purposes of this Section 11.4, shall include all persons or entities claiming by or through Tenant), Landlord may, at its sole option, consider this Lease to be thereafter a direct lease to the assignee or subtenant of Tenant upon the terms and conditions contained in this Lease, in which event all rentals payable under such lease after the termination of this Lease or Tenant's right to possession of the Premises shall be deemed the property of Landlord.

SECTION 11.5 ASSIGNMENT AND BANKRUPTCY.

- 11.501 Assignments after Bankruptcy. If, pursuant to applicable bankruptcy law (as hereinafter defined in subsection 13.104), Tenant (or its successor in interest hereunder) is permitted to assign this Lease in disregard of the restrictions contained in this Article 11 (or if this Lease shall be assumed by a trustee for such person), the trustee or assignee shall cure any default under this Lease and shall provide adequate assurance of future performance by the trustee or assignee, including (i) the source of payment of Minimum Rent and performance of other obligations under this Lease (for which adequate assurance shall mean the deposit of cash security with Landlord in an amount equal to the sum of one (1) year's Minimum Rent, Additional Rent and other Rent then reserved hereunder for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, for the balance of the Term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed and that any such assignee of this Lease shall have a net worth exclusive of goodwill, computed in accordance with generally accepted accounting principles, equal to at least ten (10) times the aggregate of the Minimum Rent reserved hereunder); and (ii) that the use of the Premises shall be in accordance with the requirements of Article 4 and, further, shall in no way diminish the reputation of the Shopping Center as a first-class Shopping Center or impose any additional burden upon the Shopping Center or increase the services to be provided by Landlord. If all defaults are not cured and such adequate assurance is not provided within sixty (60) days after there has been an order for relief under applicable bankruptcy law, then this Lease shall be deemed rejected, Tenant or any other person in possession shall immediately vacate the Premises, and Landlord shall be entitled to retain any Minimum Rent, Additional Rent and any other Rent, together with any security deposit previously received from the Tenant, and shall have no further liability to Tenant or any person claiming through Tenant or any trustee.
- 11.502 Bankruptcy of Assignee. If Tenant assigns this Lease to any party and such party or its successors or representatives causes termination or rejection of this Lease pursuant to applicable bankruptcy law, then, notwithstanding any such termination or rejection, Tenant (i) shall remain fully liable for the performance of all covenants, agreements, terms, provisions and conditions contained in this Lease, as though the assignment never occurred and (ii) shall, without in any way limiting the foregoing, in writing ratify the terms of this Lease, as same existed immediately prior to the termination or rejection.

**ARTICLE 12**  
**TRANSFERS BY LANDLORD, SUBORDINATION AND**  
**TENANT'S ESTOPPEL CERTIFICATE**

SECTION 12.1 SALE OF THE SHOPPING CENTER. In the event of any transfer of title to the Shopping Center, the transferor shall automatically be relieved and freed of all obligations of Landlord under this Lease accruing after such transfer, provided that if a Security Deposit has been made by Tenant, Landlord shall not be released from liability with respect thereto unless Landlord transfers the Security Deposit to the transferee.

SECTION 12.2 SUBORDINATION, ATTORNMEN AND NOTICE. This Lease is subject and subordinate to (i) any lease wherein Landlord is the tenant and to the liens of any and all mortgages and deeds of trust, regardless of whether such lease, mortgage or deed of trust now exists or may hereafter be created with regard to all or any part of the Shopping Center, (ii) any and all advances (including interest thereon) to be made under any such lease, mortgage or deed of trust and (iii) all modifications, consolidations, renewals, replacements and extensions of any such lease, mortgage or deed of trust;

provided that the foregoing subordination in respect of any mortgage or deed of trust placed on the Shopping Center after the date hereof shall not become effective until and unless the holder of such mortgage or deed of trust delivers to Tenant a non-disturbance agreement (which may include Tenant's agreement to attorn as set forth below) permitting Tenant, if Tenant is not then in default under, or in breach of any provision of, this Lease, to remain in occupancy of the Premises in the event of a foreclosure of any such mortgage or deed of trust. Tenant also agrees that any lessor, mortgagee or trustee may elect (which election shall be revocable) to have this Lease superior to any lease or lien of its mortgage or deed of trust and, in the event of such election and upon notification by such lessor, mortgagee or trustee to Tenant to that effect, this Lease shall be deemed superior to the said lease, mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said lease, mortgage or deed of trust. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises (except in a sale-leaseback financing transaction), or in the event of the termination of any lease in a sale-leaseback financing transaction wherein Landlord is the lessee, attorn to and recognize such purchaser, assignee or mortgagee as Landlord under this Lease. Tenant shall, in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under, any mortgage or deed of trust covering the Premises, attorn to and recognize the purchaser at such sale, assignee or mortgagee, as the case may be, as Landlord under this Lease. The above subordination and attornment clauses shall be self-operative and no further instruments of subordination or attornment need be required by any mortgagee, trustee, lessor, purchaser or assignee. In confirmation thereof, Tenant agrees that, upon the request of Landlord, or any such lessor, mortgagee, trustee, purchaser or assignee, Tenant shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this Section 12.2.

**SECTION 12.3 TENANT'S ESTOPPEL CERTIFICATE.** Tenant shall, within ten (10) days after receipt of a request by Landlord or any mortgagee of Landlord, without additional consideration, deliver an estoppel certificate, consisting of reasonable statements required by Landlord, any mortgagee or purchaser of any interest in the Shopping Center, which statements may include but shall not be limited to the following: this Lease is in full force and effect with rent paid through a specified date; this Lease has not been modified or amended; Landlord is not in default and Landlord has fully performed all of Landlord's obligations hereunder; and such other statements as may reasonably be required by the requesting party. If Tenant is unable to make any of the statements contained in the estoppel certificate because the same is untrue, Tenant shall with specificity state the reason why such statement is untrue. Tenant shall, if requested by Landlord or any such mortgagee, deliver to Landlord a fully executed instrument in form reasonably satisfactory to Landlord evidencing the agreement of Tenant to the mortgage or other hypothecation by Landlord of the interest of Landlord hereunder. **TENANT ACKNOWLEDGES AND AGREES THAT TENANT'S AGREEMENT TO EXECUTE AND DELIVER AN ESTOPPEL CERTIFICATE WITHIN THE TIME PERIOD SET FORTH ABOVE IS A MATERIAL CONSIDERATION FOR LANDLORD'S ENTERING INTO THIS LEASE. IN ADDITION TO ANY OTHER REMEDIES LANDLORD MAY HAVE FOR TENANT'S FAILURE TO COMPLY WITH THIS SECTION 12.3, TENANT SHALL PAY TO LANDLORD THE SUM OF \$1,000.00 PER DAY FOR EACH DAY AFTER THE TEN (10) DAY PERIOD SET FORTH ABOVE THAT TENANT FAILS TO DELIVER AN ESTOPPEL CERTIFICATE TO LANDLORD.**

## **ARTICLE 13 DEFAULT**

**SECTION 13.1 DEFAULTS BY TENANT.** The occurrence of any of the events described in subsections 13.101 through 13.108 shall constitute a default by Tenant under this Lease.

**13.101 Failure to Pay Rent.** With respect to the first two payments of Rent not made by Tenant when due in any twelve (12) month period, the failure by Tenant to make either such payment to

Landlord within three (3) business days after Tenant receives written notice specifying that the payment was not made when due. With respect to any other payment of Rent, the failure by Tenant to make such payment of Rent to Landlord when due, no notice of any such failure being required.

- 13.102 Failure to Perform. Except for a failure covered by subsection 13.101, 13.103 or 13.106, or as provided in Section 14 of Exhibit E (Rules and Regulations), any failure by Tenant to observe and perform any provision of this Lease to be observed or performed by Tenant where such failure continues for thirty (30) days after written notice to Tenant, provided that if such failure can be cured but is not capable of being cured within said thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences curative action within such thirty (30) day period, diligently and continuously pursues the curative action and fully and completely cures the failure within sixty (60) days after such written notice to Tenant.
- 13.103 Continual Failure to Perform. The third failure by Tenant in any twelve (12) month period to perform and observe a particular provision of this Lease to be observed or performed by Tenant (other than the failure to pay Rent, which in all instances will be covered by subsection 13.101), no notice being required for any such third failure.
- 13.104 Bankruptcy, Insolvency, Etc. Tenant or any guarantor of Tenant's obligations hereunder (hereinafter called "Guarantor", whether one (1) or more), (i) cannot meet its obligations as they become due, (ii) becomes or is declared insolvent according to any law, (iii) makes a transfer in fraud of creditors according to any applicable law, (iv) assigns or conveys all or a substantial portion of its property for the benefit of creditors or (v) Tenant or Guarantor files a petition for relief under the Federal Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar law (collectively, "applicable bankruptcy law"); a receiver or trustee is appointed for Tenant or Guarantor or its property; the interest of Tenant or Guarantor under this Lease is levied on under execution or under other legal process; any involuntary petition is filed against Tenant or Guarantor under applicable bankruptcy law; or any action is taken to reorganize or modify Tenant's or Guarantor's capital structure if either Tenant or Guarantor be a corporation or other entity (provided that no such levy, execution, legal process or petition filed against Tenant or Guarantor shall constitute a breach of this Lease if Tenant or Guarantor shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within ninety (90) days from the date of its creation, service or filing).
- 13.105 Abandonment. The abandonment of the Premises by Tenant.
- 13.106 Vacation. If Tenant shall fail to move into or take possession of the Premises within ten (10) days after the date on which Rent is to commence under the terms of this Lease or if Tenant fails to comply with the terms of subsection 4.101(a).
- 13.107 Loss of Right to do Business. If Tenant is a corporation, limited liability company, or limited partnership, Tenant fails to maintain its right to do business in the State of Georgia or fails to pay any applicable annual franchise taxes as and when same become finally due and payable.
- 13.108 Dissolution or Liquidation. If Tenant is a corporation, limited liability company, or general or limited partnership, Tenant dissolves or liquidates or otherwise fails to maintain its entity structure, as applicable.

With respect to the defaults described in subsections 13.104 through 13.108, Landlord shall not be obligated to give Tenant notices of default and Tenant shall have no right to cure such defaults.

SECTION 13.2 REMEDIES OF LANDLORD.

13.201 Termination of the Lease. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, terminate this Lease by giving written notice thereof to Tenant (whereupon all obligations and liabilities of Landlord hereunder shall terminate) and, without further notice, demand or liability, enter upon the Premises or any part thereof, take absolute possession of the same, by picking or changing locks if necessary, and lockout, and expel or remove Tenant and any other person or entity who may be occupying the Premises. Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including without limitation, the following (without duplication of any element of damages):

- (a) accrued Rent to the date of termination and Late Charges, plus interest thereon at the rate established under Section 15.10 from the date due through the date paid or date of any judgment or award by any court of competent jurisdiction, the unamortized cost of brokers' fees and commissions, attorneys' fees, moving allowances and any other costs incurred by Landlord in connection with making or executing this Lease, the cost of recovering the Premises and the costs of reletting the Premises (including, without limitation, advertising costs, brokerage fees, leasing commissions, reasonable attorneys' fees and expenses and court costs and refurbishing costs and other costs in readying the Premises for a new tenant);
- (b) the present value of the Rent (discounted at a rate of interest equal to eight percent [8%] per annum [the "Discount Rate"]) that would have accrued under this Lease for the balance of the Lease Term but for such termination, reduced by the present value (discounted at the Discount Rate) of the reasonable fair market rental value of the Premises for such balance of the Lease Term;
- (c) plus any other costs or amounts necessary to compensate Landlord for its damages.

If such termination is caused by the failure to pay Rent and/or the abandonment of all or any substantial portion of the Premises, Landlord may elect, by sending written notice thereof to Tenant, to receive liquidated damages in an amount equal to Minimum Rent payable hereunder for the month during which this Lease is terminated times the lesser of (A) eighteen (18) or (B) the number of full calendar months remaining in the Term at the time of such termination. Such liquidated damages shall be in lieu of the payment of loss and damage Landlord may suffer by reason of such termination as provided above but shall not be in lieu of or reduce in any way any amount (including accrued Rent) or damages due to breach of covenant (whether or not liquidated) payable by Tenant to Landlord which accrued prior to the termination of this Lease. Nothing contained in this Lease shall limit or prejudice the right of Landlord to provide for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

13.202 Repossession and Re-Entry. Upon the occurrence of a default by Tenant hereunder, Landlord may, without judicial process, immediately terminate Tenant's right of possession of the Premises (whereupon all obligations and liability of Landlord hereunder shall terminate), but not terminate this Lease, and, without notice, demand or liability, enter upon the Premises or

any part thereof, take absolute possession of the same, by picking or changing locks if necessary, and lockout, expel or remove Tenant and any other person or entity who may be occupying the Premises. If Landlord terminates Tenant's possession of the Premises under this subsection 13.202, (i) Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed in the Premises, (ii) Tenant shall have no further right to possession of the Premises and (iii) Landlord will have the right to relet the Premises or any part thereof on such terms as Landlord deems advisable, taking into account the factors described in subsection 13.206. Any rent received by Landlord from reletting the Premises or a part thereof shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord (in such order as Landlord shall designate), second, to the payment of any cost of such reletting, including, without limitation, refurbishing costs, reasonable attorneys' fees, advertising costs, brokerage fees and leasing commissions and third, to the payment of Rent due and unpaid hereunder (in such order as Landlord shall designate), and Tenant shall satisfy and pay to Landlord any deficiency upon demand therefor from time to time. Landlord shall not be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting. No such re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant pursuant to subsection 13.201. If Landlord relets the Premises, either before or after the termination of this Lease, all such rentals received from such lease shall be and remain the exclusive property of Landlord and Tenant shall not be, at any time, entitled to recover any such rental. Landlord may at any time after a reletting elect to terminate this Lease.

- 13.203 Cure of Default. Upon the occurrence of a default hereunder by Tenant, Landlord may, without judicial process and without having any liability therefor, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, including damages caused by the negligence of Landlord or strict liability.
- 13.204 Continuing Obligations. No repossession of or re-entering upon the Premises or any part thereof pursuant to subsection 13.202 or 13.203 or otherwise and no reletting of the Premises or any part thereof pursuant to subsection 13.202 shall relieve Tenant or any Guarantor of its liabilities and obligations hereunder, all of which shall survive such repossession, re-entering or reletting. In the event of any such repossession of or re-entering upon the Premises or any part thereof by reason of the occurrence of a default, Tenant will continue to pay to Landlord all Rent required to be paid by Tenant.
- 13.205 Cumulative Remedies. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy set forth herein or otherwise available to Landlord at law or in equity and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to the other remedies provided in this Lease and without limiting the preceding sentence, Landlord shall be entitled, to the extent permitted by applicable law, to seek injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to seek a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

13.206 Mitigation of Damages. With respect to any laws which require that Landlord use reasonable efforts to relet the Premises, or any agreement of Landlord to mitigate its damages in the event of a Tenant default, it is understood and agreed that:

- (a) Landlord may elect to lease other available space in the Shopping Center, if any, before reletting the Premises.
- (b) Landlord may decline to incur out-of-pocket costs to relet the Premises, other than customary leasing commissions and legal fees for the negotiation of a lease with a new tenant.
- (c) Landlord may decline to relet the Premises at rental rates below then prevailing market rental rates.
- (d) Before reletting the Premises to a prospective tenant, Landlord may require the prospective tenant to demonstrate the same financial wherewithal that Landlord would require as a condition to leasing other space in the Shopping Center to the prospective tenant.
- (e) Landlord may elect to consent to an assignment or sublease by an existing tenant of the Shopping Center before reletting the Premises.
- (f) Landlord may decline to relet the Premises to a prospective tenant, the nature of whose business may have an adverse impact upon the manner in which the Shopping Center is operated or with the high reputation of the Shopping Center even though in each of said circumstances such prospective tenant may have a good credit rating.
- (g) Landlord may decline to relet the Premises to a prospective tenant if the nature of such prospective tenant's business is not consistent with the tenant mix of the Shopping Center or with any other tenant leases containing provisions against the Landlord leasing space in the Shopping Center for certain uses.
- (h) Listing the Premises with a broker in a manner consistent with parts (a) through (g) above constitutes reasonable efforts on the part of Landlord to relet the Premises.

**SECTION 13.3 DEFAULTS BY LANDLORD.** Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after Tenant delivers written notice thereof to Landlord (to each of the addresses required by this Section 13.3) and each mortgagee who has a lien against any portion of the Shopping Center and whose name and address has been provided to Tenant, provided that if such failure cannot reasonably be cured within said thirty (30) day period, Landlord shall not be in default hereunder if the curative action is commenced within said thirty (30) day period and is thereafter diligently pursued until cured. In no event shall (i) Tenant claim a constructive or actual eviction or that the Premises have become unsuitable hereunder or (ii) a constructive or actual eviction or breach of the implied warranty of suitability be deemed to have occurred under this Lease, prior to the expiration of the notice and cure periods provided under this Section 13.3. Any notice of a failure to perform by Landlord shall be sent to Landlord at the addresses and to the attention of the parties set forth in the Basic Lease Provisions. Any notice of a failure to perform by Landlord not sent to Landlord at all addresses and/or to the attention of all parties required under this Section 13.3 and to each mortgagee who is entitled to notice or not sent in compliance with Article 14 shall be of no force or effect. All obligations of Landlord hereunder will be construed as independent

covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Shopping Center and not thereafter.

#### SECTION 13.4 LANDLORD'S LIABILITY.

13.401 Tenant's Rights in Respect of Landlord Default. Tenant is granted no contractual right of termination by this Lease, except to the extent and only to the extent set forth in Sections 7.1 and 8.2. If Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Shopping Center as the same may then be encumbered and Landlord shall not be liable for any deficiency. If Landlord is found to be in default hereunder by reason of its failure to give a consent that it is required to give hereunder, Tenant's sole remedy will be an action for specific performance or injunction. The foregoing sentence shall in no event be construed as mandatorily requiring Landlord to give consents under this Lease. In no event shall Landlord be liable to Tenant for consequential or special damages (including without limitation lost profits) by reason of a failure to perform (or a default) by Landlord hereunder or otherwise. In no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Shopping Center as hereinbefore expressly provided.

13.402 Certain Limitations on Landlord's Liability. Unless caused by Landlord's gross negligence or willful misconduct and without limiting the provisions of Section 7.4, Landlord shall not be liable to Tenant for any claims, actions, demands, costs, expenses, damage or liability of any kind (i) arising out of the use, occupancy or enjoyment of the Premises by Tenant or any person therein or holding under Tenant or by or through the acts or omissions of any of their respective employees, officers, agents, invitees or contractors, (ii) caused by or arising out of fire, explosion, falling sheetrock, gas, electricity, water, rain, snow or dampness, or leaks in any part of the Premises, (iii) caused by or arising out of damage to the roof, pipes, appliances or plumbing works or any damage to or malfunction of heating, ventilation or air conditioning equipment, (iv) caused by tenants or any persons either in the Premises or elsewhere in the Shopping Center or by occupants of property adjacent to the Shopping Center or Common Areas or by the public or by the construction of any private, public or quasi-public work or (v) caused by any act, neglect or negligence of Tenant. In no event shall Landlord be liable to Tenant for any loss of or damage to property of Tenant or of others located in the Premises or any other part of the Shopping Center by reason of theft or burglary.

SECTION 13.5 LANDLORD'S LIEN. Tenant grants to Landlord an express contract lien on and security interest in and to all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Tenant attached or affixed to or used in and about the Premises on the date of this Lease or at any time after the date of this Lease or otherwise located in the Premises and all renewals or replacements or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to the Premises and intended to be installed in the Premises and all security deposits and advance rentals under lease agreements on the date of this Lease or at any time after the date of this Lease covering or affecting the Premises and held by or for the benefit of Tenant and all proceeds of the foregoing (including by way of illustration, but not limitation, proceeds of any insurance which may accrue to Tenant by reason of damage or destruction of any such property). Tenant hereby authorizes Landlord to file financing statement(s) in form sufficient to perfect the security interest granted hereunder. Any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Premises after the time, place and method of sale and a general description of the types of property to be sold have been advertised for ten (10) consecutive days prior to the date of sale in a daily newspaper published in the county where the Shopping Center is located.

**ARTICLE 14  
NOTICES**

Any notice or communication required or permitted in this Lease shall be given in writing, sent by (a) personal delivery, with proof of delivery, (b) expedited delivery service, with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as provided in Item 14 of the Basic Lease Provisions and Section 13.3 or to such other address or to the attention of such other person as shall be designated from time to time in writing by the applicable party and sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein.

**ARTICLE 15  
MISCELLANEOUS PROVISIONS**

**SECTION 15.1 SHOPPING CENTER NAME AND ADDRESS.** In no event shall Tenant acquire any rights in or to the name of the Shopping Center. Landlord shall have the right at any time to change the name, street address, number or designation by which the Shopping Center is known.

**SECTION 15.2 TENANT'S CONTRIBUTION.** Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of rents) and Tenant's general contribution to commerce within the Shopping Center (also important in Landlord's determination to execute this Lease with Tenant) will be substantially reduced if, during the Term of this Lease, either Tenant or any person, corporation, or other entity, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Shopping Center. Accordingly, Tenant agrees that if during the Term of this Lease, either Tenant or any person, corporation, or other entity, directly or indirectly controlling, controlled by or under common control with Tenant (and also, in the event Tenant is a corporation or other entity, if any officer or director thereof or shareholder or other owner owning more than ten percent of the outstanding stock or other ownership thereof, or any parent, subsidiary or related or affiliated corporation) either directly or indirectly commences operation of any store selling or otherwise sells or offers for sale any merchandise or services of the type to be sold by Tenant in the Premises as provided in Item 11 of the Basic Lease Provisions or similar or related items, or in any manner competes with the business provided herein to be conducted by Tenant at the Premises, within three miles of the Shopping Center measured from the nearest outside boundary of the Shopping Center, which Tenant acknowledges is a reasonable area for the purpose of this provision, then in such event, the rent payable by Tenant hereunder shall be adjusted as follows: thereafter the Minimum Rent shall be one hundred ten percent (110%) of the amount stipulated in Item 3 of the Basic Lease Provisions. The above adjustment in Rent reflects the estimate of the parties as to the damages that Landlord would be likely to incur by reason of the diversion of business and customer traffic from the Premises and Shopping Center to such other store within such radius, as the proximate result of the establishment of such other store. This provision shall not apply to any existing store presently being operated by Tenant as of the date hereof, provided there is no increase in the size, change in merchandise mix or trade name of such commercial establishment.

**SECTION 15.3 NO WAIVER.** No waiver by Landlord or by Tenant of any provision of this Lease shall be deemed to be a waiver by either party of any other provision of this Lease. No waiver by Landlord of any breach by Tenant shall be deemed a waiver of any subsequent breach by Tenant of the same or any other provision. No waiver by Tenant of any breach by Landlord shall be deemed a waiver of any subsequent breach by Landlord of the same or any other provision. The failure of Landlord or Tenant to

insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant. Tenant's consent to or approval of any act by Landlord requiring Tenant's consent or approval shall not be deemed to render unnecessary the obtaining of Tenant's consent to or approval of any subsequent act of Landlord. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, unless done in writing signed by Landlord. The delivery of the keys to any employee or agent of Landlord shall not operate as a termination of this Lease or a surrender of the Premises. The acceptance of any Rent by Landlord following a breach of this Lease by Tenant shall not constitute a waiver by Landlord of such breach or any other breach. The payment of Rent by Tenant following a breach of this Lease by Landlord shall not constitute a waiver by Tenant of any such breach or any other breach. No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to have been made unless such waiver is expressly stated in writing signed by the waiving party. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of Rent due under this Lease shall be deemed to be other than on account of the earliest Rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy which may be available to Landlord.

SECTION 15.4 APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia and is to be performed in Cobb County, Georgia.

SECTION 15.5 COMMON AREAS. The term "Common Areas" is defined for all purposes of this Lease as that part of the Shopping Center intended for the common use of all tenants, including among other facilities (as such may be applicable to the Shopping Center), parking areas, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, and the like, but excluding (i) space in buildings (now or hereafter existing) designated for rent for commercial purposes, as the same may exist from time to time, (ii) streets and alleys maintained by a public authority, (iii) areas within the Shopping Center which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Premises), and (iv) areas leased to a single-purpose user (such as a bank or fast-food restaurant) where access is restricted. In addition, although the roof(s) of the building(s) in the Shopping Center are not literally part of the Common Area, they will be deemed to be so included for purposes of (i) Landlord's ability to prescribe rules and regulations regarding same and (ii) their inclusion for purposes of Common Area Expenses. Landlord reserves the right to alter from time to time the dimensions and location of the Common Area, as well as the dimensions, identities, locations and types of any buildings, parking areas, streets, drives, alleys, signs or other improvements in the Shopping Center. This Lease does not guarantee, nor does Landlord make any representation or warranty to Tenant as to, the configuration of the Shopping Center and the Common Areas, and any reference herein made to any site plan setting forth the general layout of buildings, parking areas, streets, drives, alleys and other improvements shall not be deemed to be a warranty or representation.

Tenant and its employees and customers, and when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have a license to use the Common Area (excluding roofs of buildings in the Shopping Center) as constituted from time to time, such use to be in common with Landlord, other tenants in the Shopping Center and other persons permitted by Landlord to use the same, and subject to all Applicable Laws and such reasonable rules and regulations governing use as Landlord may from time to time prescribe. Landlord shall at all times during the Term of this Lease be

entitled to control the Common Areas, and may restrain any use or occupancy thereof as authorized by this Lease and by the Rules and Regulations for the use of such areas. Tenant shall keep the Common Areas free and clear of any obstructions created by Tenant or resulting from Tenant's operations in the Premises. If, in the opinion of Landlord, unauthorized persons are using any of the Common Areas because of the presence of Tenant in the Shopping Center, Tenant shall restrain such unauthorized use by appropriate legal proceedings. Nothing herein shall affect the right of Landlord to prohibit the use of any of the Common Areas by unauthorized persons. Landlord may temporarily close any part of the Common Areas for such periods of time as may be necessary to make repairs, alterations or improvements or to prevent the public from obtaining prescriptive rights. Landlord shall be responsible for the operation, management and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord, but to be generally in keeping with similar shopping centers within the same geographical area as the Shopping Center. Without limiting the generality of the immediately preceding sentence, Tenant acknowledges that LANDLORD MAKES AND HAS MADE NO REPRESENTATION OR WARRANTY THAT LANDLORD WILL PROVIDE OR CONTINUE TO PROVIDE SECURITY SERVICES.

SECTION 15.6 SUCCESSORS AND ASSIGNS. Subject to Article 11, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

SECTION 15.7 BROKERS. Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, excepting only the broker, if any, named in Item 10 of the Basic Lease Provisions and that it knows of no other real estate brokers or agents who are or might be entitled to a commission in connection with this Lease. Tenant agrees to indemnify and hold harmless Landlord from and against any liability or claim, whether meritorious or not, arising in respect to brokers and/or agents not so named. Landlord has agreed to pay the fees of the broker (but only the broker) named in Item 10 of the Basic Lease Provisions to the extent that Landlord has agreed to do so pursuant to a written agreement with such broker.

SECTION 15.8 SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the application of such provisions to other persons or circumstances and the remainder of this Lease shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 15.9 EXAMINATION OF LEASE. Submission by Landlord of this instrument to Tenant for examination or signature does not constitute a reservation of or option for lease. This Lease will be effective as a lease or otherwise only upon execution by and delivery to both Landlord and Tenant and receipt by Landlord of an executed Continuing Lease Guaranty from Mike Ket Khong Lee in the form of guaranty attached hereto as Rider 2.

SECTION 15.10 INTEREST ON TENANT'S OBLIGATIONS. Any amount due from Tenant to Landlord which is not paid within thirty (30) days after the date due shall bear interest at the lower of (i) eighteen percent (18%) per annum or (ii) the highest rate from time to time allowed by applicable law, from the date such payment is due until paid, but the payment of such interest shall not excuse or cure the default.

SECTION 15.11 TIME. Time is of the essence in this Lease and in each and all of the provisions hereof. Whenever a period of days is specified in this Lease, such period shall refer to calendar days unless otherwise expressly stated in this Lease.

SECTION 15.12 DEFINED TERMS AND MARGINAL HEADINGS. The words "Landlord" and "Tenant" as used herein shall include the plural as well as singular. If more than one person is named as

Tenant, the obligations of such persons are joint and several. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them. The headings and titles to the articles, sections and subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

**SECTION 15.13 AUTHORITY OF TENANT.** Tenant and each person signing this Lease on behalf of Tenant represents to Landlord as follows: Tenant, if Tenant is a corporation, limited liability company, partnership, limited partnership, limited liability partnership, or joint venture, is duly formed and legally existing under the laws of the state of its formation and is duly qualified to do business in the State of Georgia. Tenant has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and other documentation to lease the Premises and to carry on its business as now conducted and as contemplated to be conducted. Each person signing on behalf of Tenant is authorized to do so. The foregoing representations in this Section 15.13 shall also apply to any corporation, limited liability company partnership, joint venture, limited partnership, or limited liability partnership which is a general partner or joint venturer of Tenant.

**SECTION 15.14 FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, the party taking the action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of such party; provided, however, in no event shall the foregoing apply to the financial obligations of either Landlord or Tenant to the other under this Lease, including Tenant's obligation to pay Minimum Rent, Additional Rent or any other amount payable to Landlord hereunder.

**SECTION 15.15 RECORDING.** This Lease shall not be recorded. However, Landlord shall have the right to record a short form or memorandum hereof, at Landlord's expense, at any time during the Term hereof and, if requested, Tenant agrees (without charge to Landlord) to join in the execution thereof.

**SECTION 15.16 NO REPRESENTATIONS.** Landlord and Landlord's agents have made no warranties, representations or promises (express or implied) with respect to the Premises, the Building or any other part of the Shopping Center (including, without limitation, the condition, use or suitability of the Premises, the Building or the Shopping Center), except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease.

**SECTION 15.17** Intentionally omitted.

**SECTION 15.18 ATTORNEYS' FEES.** In the event of any legal action or proceeding brought by either party against the other arising out of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action (including, without limitation, all costs of appeal) and such amount shall be included in any judgment rendered in such proceeding.

**SECTION 15.19 NO LIGHT, AIR OR VIEW EASEMENT.** Any diminution or shutting off of light, air or view by any structure which may be erected on the Shopping Center or lands adjacent to the Shopping Center shall in no way affect this Lease or impose any liability on Landlord (even if Landlord is the adjacent land owner).

**SECTION 15.20 RELOCATION.** Upon written notice to Tenant (the "Relocation Notice"), Landlord shall have the right to relocate Tenant to other space in the Shopping Center (the "Substitute Premises") provided such other space is substantially the same size as the Premises. Landlord shall pay all reasonable

out-of-pocket expenses of any such relocation, including the expenses of moving and construction of improvements substantially similar to the existing improvements in the Premises as of the date of this Lease and other improvements installed with the written consent of Landlord and prior to the date of the Relocation Notice, subject to the condition that Landlord shall have the right to use all or any then existing improvements in connection with the construction of the improvements in the Substitute Premises. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or other conditions, except that the Substitute Premises shall be the Premises. If requested by Landlord, Tenant shall execute an amendment to this Lease evidencing the foregoing.

**SECTION 15.21 COUNTERCLAIM AND JURY TRIAL. IN THE EVENT THAT THE LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NON-PAYMENT OF RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING OR ACTION. TENANT AND LANDLORD HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM, BROUGHT BY ONE PARTY AGAINST THE OTHER OR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT CREATED HEREBY, THE TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM FOR INJURY OR DAMAGE. LANDLORD AND TENANT ARE EACH HEREBY AUTHORIZED BY THE OTHER TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER.**

**SECTION 15.22 SURVIVAL OF INDEMNITIES.** Each indemnity agreement and hold harmless agreement contained herein shall survive the expiration or termination of this Lease.

**SECTION 15.23 ENTIRE AGREEMENT.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease and no prior agreement, understanding or representation pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

**SECTION 15.24 TENANT'S ANTI-TERRORISM REPRESENTATIONS.** Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "Prohibited Persons"). To the best of its knowledge, Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Tenant will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises. Breach of these representations constitutes a default under this Lease without further notice and shall entitle Landlord to any and all remedies available thereunder, or at law or in equity, including without limitation the right to immediately terminate this Lease.

**SECTION 15.25 ERISA MATTERS.** It is understood that from time to time during the Term, Landlord may be subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and as a result may be prohibited by law from engaging in certain transactions. Tenant represents and warrants after due inquiry that at the time this Lease is entered into and at any time thereafter when its terms are amended or modified, neither Tenant nor its "affiliates" (as defined in Part VI(c) of Department of

Labor Prohibited Transaction Exemption 84-14 ("PTE 84-14"), as amended) has the authority to appoint or terminate The Prudential Insurance Company of America ("Prudential") as an investment manager to any employee benefit plan invested in PRISA III Fund LP, nor the authority to negotiate the terms of any management agreement between Prudential and any such employee benefit plan for its investment in PRISA III Fund LP. Further, Tenant is not "related" to Prudential within the meaning of Part VI(h) of PTE 84-14.

**SECTION 15.26 CONSTRUCTION OF LEASE.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being recognized that both Landlord and Tenant and their respective legal counsel have contributed substantially and materially to the preparation of this Lease.

**SECTION 15.27 FINANCIAL STATEMENTS.** Tenant acknowledges that the financial capability of Tenant to perform its obligations hereunder is material to Landlord and that Landlord would not enter into this Lease but for its belief, based on its review of Tenant's financial statements, that Tenant is capable of performing such financial obligations. Tenant hereby represents, warrants and certifies to Landlord that its financial statements previously furnished to Landlord were at the time given true and correct in all material respects and that there have been no material subsequent changes thereto as of the date of this Lease. Tenant, within fifteen (15) days after request, but no more than once per year during the Term, and only if requested by Landlord in connection with a sale, financing or refinancing of the Shopping Center, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease.

**SECTION 15.28 LANDLORD'S TERMINATION RIGHT.** Landlord and Tenant acknowledge that Chilitos II, Inc., a Georgia corporation (the "Existing Tenant") currently leases the Premises. Notwithstanding anything to the contrary set forth in this Lease, Landlord's obligations hereunder are subject to the Existing Tenant's termination of its lease with respect to the Premises. In the event the Existing Tenant has not executed a termination agreement in form and substance satisfactory to Landlord in its sole and absolute discretion by the Commencement Date of this Lease, Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant, and upon such termination, neither Landlord nor Tenant shall have any obligations hereunder.

[SIGNATURES ON FOLLOWING PAGE]



GEORGIA DEPARTMENT OF PUBLIC HEALTH

KATHLEEN E. TOOMEY, M.D., M.P.H., COMMISSIONER

FOOD SERVICE PERMIT
FOR BASE OF OPERATION

02/19/2025
(DATE ISSUED)

FSP-033-006838
(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

LAS TEJITAS #2 LLC (PERMIT HOLDER) to maintain and operate a mobile food service base of operation

Base of Operation: LAS TEJITAS #2 - BASE (NAME OF BASE OF OPERATION)

Location of Base of Operation: 2090 BAKER RD NW STE 504 KENNESAW (STREET, HIGHWAY, OR RFD) (CITY OR TOWN)

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.

[Signature]
Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY

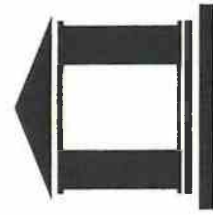
# Training Institute for Responsible Vendors, Inc.

certifies that

## Howard Rayfield Myers

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

In witness thereof the undersigned have affixed their names  
this 18th day of March, 2026



President

Seal



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:**

**DATE:** April 6, 2026

**TITLE:** **Alcohol License: Fuego Azul Tequila LLC**  
 Consideration for approval of a Wholesale Alcohol License for Fuego Azul Tequila LLC  
 D/B/A Fuego Azul Tequila located at 3635 Kennesaw N Industrial Pkwy Suite A  
 Kennesaw, GA 30144. Applicant: Ricardo Kelly

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**Summary:**

The applicant has completed all required documentation for a wholesale license. The current application and background check are on file. Signs have been posted and this hearing has been properly advertised per Section 6-36.

A distance survey was not required pursuant to Sections 6-42 and 6-43, which exempts wholesalers from the distance requirements imposed in these sections.

**Recommendation:**

The Finance Director recommends approval.

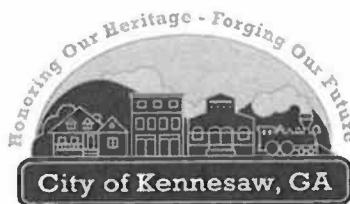
**Fiscal Impact:**

100-0000-32-190000-00000: Application Fee \$350.00

**Attachments:**

1. FUEGO AZUL TEQUILA WHOLESALE ALCOHOL- 2026 Redacted\_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):	
<input checked="" type="checkbox"/> Liquor	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Bottle House
<input type="checkbox"/> Beer	<input checked="" type="checkbox"/> Wholesaler	<input type="checkbox"/> Night Club	<input type="checkbox"/> Convenience Store
<input type="checkbox"/> Wine	<input type="checkbox"/> Retail Package	<input type="checkbox"/> Grocery Store	<input type="checkbox"/> Indoor Entertainment Hall
<input type="checkbox"/> Growler	<input type="checkbox"/> Retail Pouring	<input type="checkbox"/> Lounge	<input type="checkbox"/> Hotel/Motel
<input type="checkbox"/> Sunday Sales		<input type="checkbox"/> Private Club	<input type="checkbox"/> Package Store

#### Business Information

Full Name of Business: Fuego Azul Tequila LLC

Doing Business As (DBA): Fuego Azul Tequila

Anticipated start date of business: 2/1/2026

Business Location: Street Address 3635 Kennesaw N Industrial Pkwy Suite A

City, State Kennesaw, Georgia Zip 30144

Phone: [REDACTED] Email: [REDACTED]

Mailing Address: Street Address [REDACTED] Suite [REDACTED]

City, State [REDACTED] Zip [REDACTED]

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: Dennis Seeber

Owner's Address: 3635 Kennesaw N Industrial PKwy Suite/Apt

City, State Kennesaw Georgia Zip 30144

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	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
School or College.....	600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Church.....	600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Public Building.....	600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Hospital.....	600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Public Park.....	600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Day Car Center*.....	600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Alcohol or Drug Treatment Center....	600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

\*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

**Additional Limitations for Package Stores:**

**Package Sales- Liquor:**

- School or College.....300 feet radius  Yes  No
- Retail Liquor Package Store.....1500 feet radius  Yes  No
- Church.....300 feet radius  Yes  No
- Day Care Center\*.....300 feet radius  Yes  No
- Alcohol or Drug Treatment Center....300 feet radius  Yes  No

\*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

**Package Sales-Beer and/or Wine:**

- School or College.....300 feet radius  Yes  No
- Alcohol or Drug Treatment Center....300 feet radius  Yes  No

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

**For Retail Pouring License Applicants:**

How many square feet is _____	<b>NOT APPLICABLE</b>	
How many square feet is _____		
What % of the total dining space is the bar area?		
Number of pool tables:	Number of video game machines:	
Size of the dance floor:	Amount for cover charge: \$	
Will the location have a DJ? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, how many times per week?

### Corporation or LLC Information

Corporation or LLC Name: Fuego Azul Tequila LLC

Partner/Member Name: Ricardo W Kelly	Partner/Member Name:
Position: Owner	Position:
% of Ownership: [REDACTED]	% of Ownership:
SSN: [REDACTED]	SSN:
Date of Birth: [REDACTED]	Date of Birth:
Phone: [REDACTED]	Phone:
Email: [REDACTED]	Email:
Home Address: [REDACTED]	Home Address:
City, State: [REDACTED] Zip: [REDACTED]	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:
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: [REDACTED]

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

Lender	Address of Lender	Amount	Date	Interest Rate

**Name of CPA or Accounting Firm:** Ricardo Kelly

Address of CPA or Accounting Firm: Street Address [REDACTED]

Suite [REDACTED] City/State [REDACTED] Zip 30102

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: Ricardo W Kelly Compensation Amount: [REDACTED]

Mailing Address: Street Address 3635 Kennesaw N Industrial Pkwy Apt/Suite A

City, State 3635 Kennesaw N Industrial pkwy 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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Convicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Detained	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Indicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Pled Guilty	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Pled Nolo Contender	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
On Probation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Any Pending Criminal Charges	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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

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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

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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:

No Training. We do not sell alcohol direct to consumers.

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

N/A

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## 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.

N/A We do not sell alcohol direct to consumers.

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:

N/A We do not sell alcohol direct to consumers.

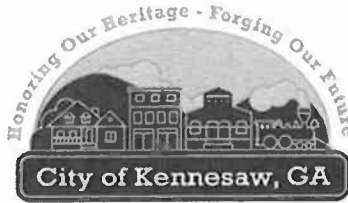
List the occupations of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Employer Name (Company)	City	State	Position Held	Salary
11/2021-5/2023	Leidos	Atlanta (Remote)	GA	Area Service manager	████████
8/2019-11/2021	Packsize	Atlanta (Remote)	GA	District Service Manager	████████
03/2015-7/2019	Spacelabs Healthcare	Atlanta (Remote)	GA	Regional Service Manager	████████

List the previous residences of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Street Address	City	State
11/2020-Present	322 Liberty Dr	Acworth	GA
03/2015-11/2020	4635 Mcguire Dr	Kennesaw	GA

City of Kennesaw  
 2529 J.O. Stephenson Avenue  
 Kennesaw, GA 30144  
 (770) 424-8274  
 www.kennesaw-ga.gov



Business License Office  
 3080 Moon Station Road  
 Kennesaw, GA 30144  
 (770) 429-4540  
 businesslicense@kennesaw-ga.gov

## Application Agreement

I, Ricardo W Kelly 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.

*Ricardo W Kelly*  
 Ricardo W Kelly

Signature of Applicant

KENNESAW, GEORGIA  
 COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 14<sup>th</sup> DAY OF  
January, 2026.

Signature of Spouse of Applicant

Notary Public

**ELI TERCERO**  
 NOTARY PUBLIC  
 Union County  
 State of Georgia  
 My Commission Expires May 24, 2029

Signature and title of person other than applicant filling out this Application

Ricardo W Kelly

Printed Name

Phone Number

### \*\*Official Use by the City of Kennesaw ONLY\*\*

Application received by the City of Kennesaw by: Kayla M. Willis

Application to be heard by Mayor & Council on April 6, 2026 at 6:30 pm  
Date Time

### \*\*This section is for the Zoning Division of the City of Kennesaw ONLY\*\*

How is the proposed location zoned? Heavy Industrial (HI)

Zoning verified by the following Zoning Division staff member: CMC

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

If new establishment, parking has been verified by the following Zoning Division staff member:

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday requires a valid alcoholic beverage license and the appropriate Sunday Sales permit under Sec. 6-33 of the City of Kennesaw Code of Ordinances.

I understand that:

**For pouring/on-premise consumption:**

Licensed establishments that derive at least 50% of their total annual gross food and beverage sales from the sale of prepared meals or food may apply for a Sunday Sales (Pouring) Permit.

The permitted hours for Sunday alcoholic beverage sales for on-premise consumption are 11:00 a.m. Sunday until 2:55 a.m. Monday.

**For package sales:**

Licensed package establishments may apply for a Sunday Sales (Package) Permit.

The permitted hours for Sunday package sales of alcoholic beverages are 12:30 p.m. to 11:30 p.m. on Sundays.

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 is cause for denial or revocation of the alcoholic beverage license, including Sunday sales permits. I further affirm that I understand that the City of Kennesaw Business License Division may audit these records at its discretion.

Signature of Licensee/Owner

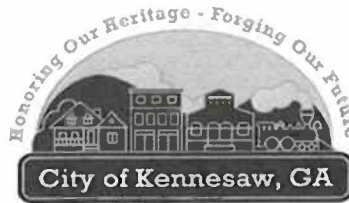
1/14/2026  
Date

SWORN UNDER OATH THIS 14<sup>th</sup>  
DAY OF January, 2026.

  
Notary Public

**ELI TERCERO**  
NOTARY PUBLIC  
Union County  
State of Georgia  
My Commission Expires May 24, 2029

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

<b>OWNER/LICENSEE PERSONAL STATEMENT</b>					
Full name of licensee (no initials): Ricardo Winfred Kelly					
Home Phone:					
Cell Phone: [REDACTED]					
Home Address: <small>Street Address</small> [REDACTED]					
Suite		City, State Kennesaw Georgia		Zip 30102	
Business Address: <small>Street Address</small> 3635 Kennesaw N Industrial Pkwy					
Suite A		City, State Kennesaw Georgia		Zip 30144	
Age: 56		Sex: Male	Race: Black	Height: 6.0	Weight: 200
Hair Color: Bald			Eye Color: Brown		
Social Security Number: [REDACTED]			Date of Birth: [REDACTED]		
Place of Birth: Goldsboro, North Carolina					
Are you a U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			If yes: <input checked="" type="checkbox"/> By Birth <input type="checkbox"/> Naturalized		
If you are a Naturalized Citizen, please provide your certificate #: _____ <small>*Provide original naturalization certificate or U.S. Passport</small>					
If a legal permanent resident, please provide alien registration #: _____ <small>*Provide copy of I-551 card</small>					
Derived Parents' Certificate #s: _____					
Date and Port of Entry: _____					
How long have you resided in the State of Georgia? 17 YEARS					
How many years have you been at your current address? 6 YEARS					
Marital Status: <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced					





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:

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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:

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Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
1985-1987	Eastern Wayne H.S	1135 E New Hope Rd, Goldsboro, NC 27534	HS Diploma
1998-2000	ECPI	5555 Greenwich Rd, Virginia Beach, VA 23462	B.S Degree

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.

*Ricardo W Kelly*

Signature

01/09/2026

Date

City of Kennesaw  
 2529 J.O. Stephenson Avenue  
 Kennesaw, GA 30144  
 (770) 424-8274  
 www.kennesaw-ga.gov



Business License Office  
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 Kennesaw, GA 30144  
 (770) 429-4540  
 businesslicense@kennesaw-ga.gov

## OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Owner/Licensee Information			
Name: Ricardo W Kelly			
Date of Birth: [REDACTED]		Social Security Number: [REDACTED]	
Residence Phone:		Name of Spouse:	
Residence Address: <small>Street Address</small> [REDACTED]			<small>Suite</small>
<small>City/State</small> Acworth Georgia		<small>Zip</small> 30102	
Business/Organization: Fuego Azul Tequila LLC		Business Phone: [REDACTED]	
Are you a Partner or Officer in any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Assets		Liabilities	
Cash on hand in banks: [REDACTED]		Notes payable to banks- Secured: [REDACTED]	
Accounts Receivable: [REDACTED]		Notes payable to banks- Unsecured: [REDACTED]	
Stocks & Bonds: [REDACTED]		Accounts Payable: [REDACTED]	
Real Estate: [REDACTED]		Unpaid Taxes: [REDACTED]	
Cash Value of Life Insurance: [REDACTED]		Mortgage on Real Estate: [REDACTED]	
Automobiles: [REDACTED]		Other Debts (Itemize): [REDACTED]	
Deposit Accounts: [REDACTED]		Total Liabilities: [REDACTED]	
Credit with Financial Institutions: [REDACTED]		Net Worth: [REDACTED]	
Other Assets (Itemize):		<b>Total Assets and Net Worth:</b> [REDACTED]	
<b>Total Assets:</b> [REDACTED]			

Income Information	
Source of Annual Income: [REDACTED]	Salary: [REDACTED]
Bonus & Commissions: [REDACTED]	Dividends: [REDACTED]
Alimony and Child Support: [REDACTED]	Separate Income: [REDACTED]
Itemize all loan sources and interest: N/A _____ _____ _____ _____	Other Income (Itemize): N/A _____ _____ _____ _____
<b>Total Income:</b> [REDACTED]	
Additional Information Requested	
Do you have any unsatisfied judgments or lawsuits pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are any of your prior income tax returns bring contested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, what do you estimate your additional payment to be? _____	
Are any assets pledged or in joint names other than as described above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have a will? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If so, please fill out the following:	
Beneficiary: <u>Kira Ameya Kelly</u>	
Executor: <u>Kira Ameya Kelly</u>	

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.

Ricardo W Kelly  
Signature

1/11/2026  
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.

*Ricardo W Kelly*

Signature of Applicant

Ricardo W Kelly

Printed Name

1/11/2026

Date

- The zoning of the proposed location must be noted on the application and must be verified by a City of Kennesaw Zoning staff member. The Planning and Zoning Department is located at 3080 Moon Station Road, Kennesaw, GA 30144.

**For Pouring License Only:**

- Submit a copy of the floor plan of the entire location.
- Provide a copy of the structural plan indicating dining area, tables, bar area, kitchen, dance area, pool tables, games, and other entertainment.
- Submit a copy of the complete menu.
- Provide pictures of the location that shows both inside and out.
- A copy of the health department certificate.

**For Liquor Package Only:**

- Submit drawings or snapshots of the location of the existing building to show compliance with Section 6-100 of the Alcoholic Beverage Code.
- All fees must be paid within 14 days of the license being approved or the license will be void. All alcoholic beverage license fees must be paid with a certified check, cash, or debit/credit card.
- All employees must comply with obtaining an alcohol server's permit. Failure to do so will result in prosecution and possible suspension or revocation of the business owner's alcoholic business license (see Section 6-69 and 6-70).
- All alcoholic beverage establishments must apply for and receive a State Alcoholic Beverage License prior to stocking and selling alcoholic beverages. A State Application can be obtained by contacting the Georgia Department of Revenue Alcohol Division at 404-417-4900.

I acknowledge that I have read and completed the checklist for the Alcoholic Beverage License Application.

*Ricardo W Kelly*

Signature

Ricardo W Kelly

Printed Name

1/9/2026

Date

# STATE OF GEORGIA

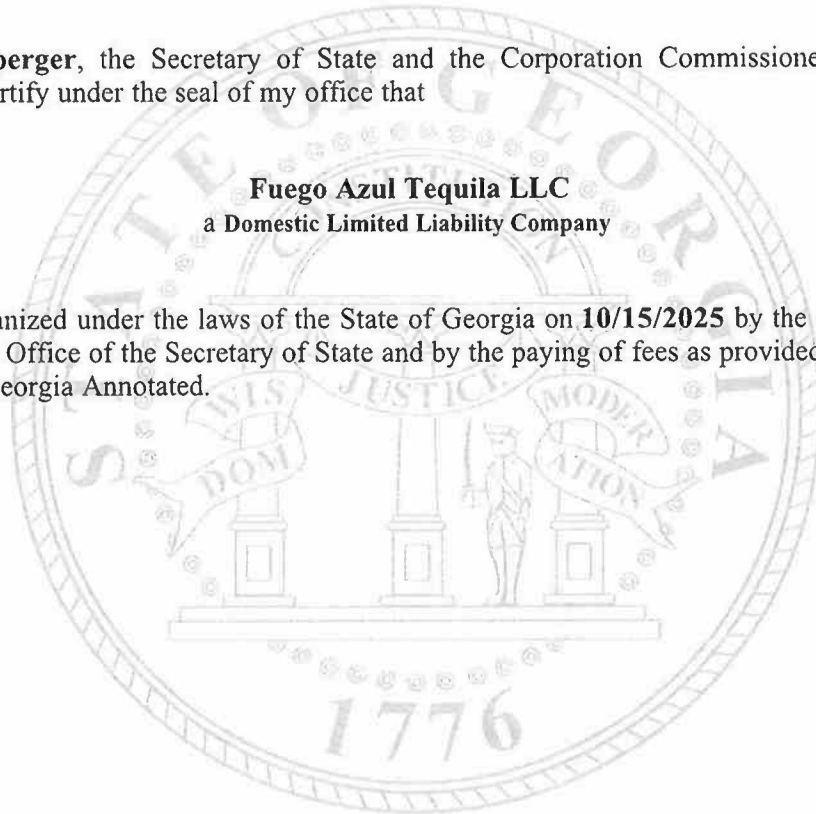
Secretary of State  
Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Dr.  
Atlanta, Georgia 30334-1530

## CERTIFICATE OF ORGANIZATION

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

**Fuego Azul Tequila LLC**  
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/15/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.




WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/22/2025**.



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

**GEORGIA**  
DRIVER'S LICENSE

DL 

Governor: *Bill*

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

8 CLASS C 4b EXP 11/06/2029

2 RICARDO WINFRED  
1 KELLY

8 [REDACTED]


12 REST A  
9a END NONE  
4a ISS 12/13/2021  
15 SEX M 18 EYES BRO  
16 HGT 6'-00" 17 WGT 200 lb [REDACTED]

5 DD 475327467260020000


VETERAN

Commissioner: *April E. Mack*

*Richard Kelly*



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





MEDICAL INFORMATION: BLOOD TYPE B+

CLASS: C-S 26,000 lbs. GVWR and Trailer S 15,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: A-None

10005229775

## COMMERCIAL LEASE AGREEMENT

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) and is entered into this date of between **Fun-Tastic Promotions**, (hereinafter "Landlord") and **Fuego Azul Tequila** (hereinafter "Tenant") Landlord leases to Tenant, One office within Suite A at a rate of \$250.00 per month of our commercial office/warehouse space (Suite A) contained within a 14,300 SF office/warehouse with the following address:

3635 Kennesaw North Industrial Blvd, Kennesaw, Georgia 30144.

**Legal Description.** The full legal description of the Property is:

Land Lot(s) 91 of the 20th District, 2<sup>nd</sup> Section, Cobb County, Georgia .

**Term.** The renewal term of this Lease shall be for 1 year's (12) months beginning 1 February 2026.

**2. Rent.** Tenant shall pay rent to Landlord without demand, deduction, or setoff in advance in the sum of

**1<sup>st</sup> Year** [REDACTED] **1 February 2026**

Rent is due on the first day of each month during the term of each year's Lease or any renewals thereof, at the following address:

3635 Kennesaw N Industrial Pkwy Ste A, Kennesaw, Georgia, 30144

(or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.

### 2.1. Real Estate Broker Commission

**Late Payment: Service Charge for Returned Checks.** If the Rent is not paid in full by the fifth day of the month, Tenant shall owe a late fee. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of [REDACTED] amount and, if applicable, a service charge for any returned check of [REDACTED]. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

### 3. Security Deposit. Not required.

Any item not mentioned herein but existing on Property (other than furniture, fixtures and equipment of Tenant shall be maintained by Landlord.

### 4. Utilities. Paid for by landlord.

**5. Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent due to an amount that is based upon current market conditions upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant. The landlord reserves the right to list and show prospective tenants this leased space 60 days prior to the end of the term.

**A.** Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

**6. Use.** Property shall only be used for the purposes set out as follows: Alcohol Distribution.

Property shall be used to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants, or which otherwise creates a nuisance.

## **7. DEFAULT.**

**A. Event of Default.** Each of the following events shall be deemed to be an event of default by Tenant under this Lease:

**A.1.** Tenant shall fail to pay any Rents, including any installment of Fixed Minimum Rent, when due.

**A.1.2.** Tenant shall pay any other sums due Landlord within thirty (30) days after invoice or demand. Such sums are additional Rent.

**A.1.3.** Tenant shall fail to comply with any obligation of Tenant under this Lease (other than the payment of any Rent or other sums due Landlord) and shall not cure such failure within thirty (30) days after written notice thereof to Tenant.

**A.1.4.** Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

**A.1.5.** Tenant shall file as a debtor a petition under the Bankruptcy Code or any similar statute of the United States or any State; or proceedings shall be filed against Tenant as a debtor thereunder.

**A.1.6.** A receiver or trustee shall be appointed for the Premises or for all or substantially all the assets of Tenant.

**A.1.7.** Tenant shall fail to take possession and open for business within the time required by this Lease, fail to operate within the Premises as required by this Lease, or vacate or abandon the Premises.

**A.1.8.** Tenant shall do or permit to be done anything which creates a lien upon the Premises which is not removed by Tenant within fifteen (15) days after notice thereof.

**B. Landlord Remedies.** Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand whatsoever.

**B.1.** Revoke Tenant's right to pay Fixed Minimum Rents and Additional Rents in monthly installments; require immediate payment of the balance of Fixed Minimum Rents and Additional Rent for the then-current Lease Year in full; and require payment of Fixed Minimum Rents and Additional Rent for each subsequent Lease Year in full in advance on the first day of such Lease Year.

**If the Tenant defaults on this lease during the first year, the landlord has the right to collect any balance still due.**

## **8. Rules and Regulations.**

**A.** Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord.

**B.** Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

**C.** No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

**D.** Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property.

**E.** No outside storage or equipment or material is permitted without written consent from the landlord. No tractor trailer or storage units are allowed on property with the exception on normal delivers of equipment and materials.

Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

**9. Abandonment.** If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.

**10. Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property unless such damage is caused by Landlord's gross negligence or willful misconduct.

**A.** If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged, and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.

**B.** Rent shall not abate, nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.

Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.

**11. Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction there from for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

## **12. Other Provisions.**

**A. Time of Essence:** Time is of the essence of this Lease.

**B. No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

**C. Definitions:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies, or individuals, as may fit the circumstances.

The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease. "Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property or any legal or equitable interest of Landlord in Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.

**D. Entire Agreement:** This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.

**E. Attorneys' Fees.** Tenant shall pay the greater of the reasonable attorney's fees incurred by Landlord, or fifteen percent (15%) of the amount sought by Landlord against Tenant, in the event Landlord is required to use the services of an attorney for the enforcement against Tenant of this Lease.

**E.1** Without terminating this Lease, Landlord is authorized to enter upon the Premises, by force if necessary, and, at under any available process, and do whatever Tenant is obligated to do under the Lease Terms of this Lease.

Tenant shall pay Landlord promptly upon invoice any expenses, including reasonable attorney's fees, which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease. No such entry or action by Landlord shall relieve Tenant of the liability for Rents or other sums then accrued or which thereafter accrue.

**E.2 Pursue any other available remedies provided or permitted by law.**

**E.3 Retention of Rights.** Pursuit of any remedy shall not constitute a forfeiture or waiver of any Rent or other sums due to Landlord or of any loss or damages accruing to Landlord by reason of any violation of this Lease theretofore accrued or which thereafter accrue except as provided in this Lease. Forbearance by Landlord to enforce a remedy available upon an event of default shall not be a waiver of such default or of the right to pursue any remedy during the continuance of such event of default or upon any subsequent or other event of default.

**E.4 Legal Proceedings.** If Landlord is permitted to retake possession of the Premises, Landlord may enforce such right by summary proceedings or otherwise.

**F. Indemnification:** Tenant agrees to indemnify and hold harmless Landlord against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or to Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord and Tenant covenants not to sue Landlord with respect to any of these matters.

**G. No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venture, or a member of any joint enterprise with Landlord.

**H. No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

**I. Notices:**

**1. All Notices Must Be In Writing.** All notices, including, but not limited to, offers, counteroffers, acceptances, amendments, notices to terminate and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either: (a) in person; (b) by an overnight delivery service; prepaid (c) by facsimile transmission (FAX); (d) electronic email or (e) texted to cell phone; or (f) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or by email.

**2. Where Notices Should be Sent.** All FAX notices to Tenant or Landlord shall be sent to the following facsimile numbers: Landlord: (770) 420-2649 or texted to (404) 328-8542. Email notices should be sent to [dseeber@msn.com](mailto:dseeber@msn.com). Notices other than by FAX shall be sent to Tenant at the address of Property and to Landlord at the address set forth below or such other address as may be specified by Landlord in a notice to Tenant:

3635 Kennesaw N Industrial Pkwy, Ste A, Kennesaw, Georgia 30144

Miscellaneous: except as may be provided below, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed. Notice sent by FAX shall be deemed to be given and received as of the date and time it is transmitted provided that the sending FAX products a written confirmation showing the correct date and time of the transmission and the telephone number reference herein to which the notice should have been sent. Any notice sent by FAX shall be sent to such other Fax number as the receiving party may from time to time specify by notice to the party sending the FAX. Any party sending notice by FAX shall send an original copy of the notice if so requested by the other party. A faxed signature of a party shall constitute an original signature binding upon the party.

**J. Governing Law:** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

**13. Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

**There are no Additional Special Stipulations as part of this lease.**

**Witness WHEREOF**, the parties hereto have set their hand and seal the day and year first written above.

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Tenant Signature     *Ricardo W Kelly*     Date   2/2/2026    
Ricardo M. Kelly, Representative  
Fuego Azul Tequila

Landlord's Signature \_\_\_\_\_ Date 15 January 2026

Print or type Name **Dennis M. Seeber**

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# City of Kennesaw Building and Fire Certificate of Occupancy

DISTRICT: 20 LAND LOT: 000B BUILDING PERMIT NUMBER: 260133

NAME OF BUILDING OR SPACE FUEGO AZUL TEQUILA LLC

LOCATION 3635 KENNESAW NORTH INDUSTRIAL PKWY, SUITE A, KENNESAW, GA 30144

OCCUPANCY BUSINESS OCCUPANCY LOAD LIMITATION 2 BUILDING CODE ICC

TYPE CONSTRUCTION NUMBER OF STORIES 1 FLOOR AREA 140

COMMENTS ALCOHOL WHOLESALE-ADMINISTRATIVE OFFICE USE ONLY

This certifies that to the best of the city's knowledge and belief at the time of issuance the structure has been erected in substantial compliance with applicable city codes. No oversight by the office of the Building Inspector shall excuse violation of any ordinance of Kennesaw.

This certificate of occupancy certifies the facility listed hereon to the best of the city's knowledge complies with the minimum standards required by Standard Fire Laws as enforced by the city governing authority and the 101 Life Safety Code and Cobb County Fire Prevention Code on the date issued. This certificate of occupancy shall run for the life of the building, provided the internal or external features of the building are not materially altered, the types of occupancy remains unchanged or there has been no fire or serious consequence or other hazard, discovered, or unless voided by any future law.

  
BUILDING OFFICIAL

  
ZONING OFFICIAL

NICK DAWE, COBB COUNTY FIRE MARSHAL  
FIRE OFFICIAL OR AUTHORIZED REPRESENTATIVE

02/27/20  
DATE



## OCCUPATIONAL TAX

FUEGO AZUL TEQUILA  
3635 KENN N IND PKWY STE A  
KENNESAW GA 30144

No.: 31798  
Date of Issue: 1/20/2026  
FUEGO AZUL TEQUILA LLC

In consideration of which City of Kennesaw, Georgia, has granted a certificate for carrying on the business of: WINE AND DISTILLED ALCOHOLIC B

This Certificate Expires On: 12/31/2026

1/20/2026

*Witness my hand and seal with day and year above written*

Mariyah Nall - Business License Manager

Kevin Checkwood - Business License Clerk

**This Certificate is not transferable and is subject to be revoked if abused.**



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:**  
**DATE:** April 6, 2026  
**TITLE:** Reports, Discussions, and Updates

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**  
None



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:**

**DATE:** April 6, 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.

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**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**  
None