

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**

July 6, 2026 6:30 PM

Council Chambers

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

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

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1. **Invocation**
 2. **Pledge of Allegiance**
 3. **Call to Order**
 4. **Announcements**
 5. **Presentations**
 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**
 10. **Public Hearing(s)**
 11. **Consent Agenda**
 - A. **Resolution: Mutual Aid and Assistance Agreement with Cobb County Police**

Consideration for approval of a Resolution authorizing a Mutual Aid and Assistance Agreement between the City of Kennesaw and Cobb County Police for mutual aid and law enforcement assistance.
 - B. **Surplus: Police Department Vehicles**

Approval to sell or dispose of surplus City vehicles.
 - C. **Final Plat Application: 1972, 1994 & 2004 Duncan Dr**

Approval of the final plat application submitted by Gunnin Land Surveying; this plat will revise the lot lines for lot 29 and update the lot-area table to reflect the final as-built locations within the townhome subdivision known as Devin's Shire (Parcel #20013800470, 20013801940, 2001380190). Case #FP2026-03

D.

Minutes: June 15, 2026 Regular Meeting

Approval of the June 15, 2026, City Council regular meeting minutes.

12. General and Administrative

A. Alcohol License: Carni Spirits

Consideration for approval of a Retail Package Alcohol License for Liquor, Beer, Wine, and Sunday Sales for Carni Spirits Corporation D/B/A Carni Spirits located at 2953 Cobb Parkway NW Suite 11/12, Kennesaw, GA 30152.

Applicant: Jeffrey Henley

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: Bill Westenberger, Chief of Police

DATE: July 6, 2026

TITLE: **Resolution: Mutual Aid and Assistance Agreement with Cobb County Police**
Consideration for approval of a Resolution authorizing a Mutual Aid and Assistance Agreement between the City of Kennesaw and Cobb County Police for mutual aid and law enforcement assistance.

Summary:

Approval to authorize agreement signatures to establish a Memorandum of Understanding between Cobb Police and Kennesaw Police for purposes of public safety support when needed.

Recommendation:

Police Chief recommends approval.

Fiscal Impact:

Attachments:

1. RES 2026 - PD and Cobb County PD
2. Kennesaw Cobb PD Mutual Aid Agreement Final

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-__

**RESOLUTION TO APPROVE A MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN
THE CITY OF KENNESAW POLICE DEPARTMENT AND THE COBB COUNTY POLICE
DEPARTMENT FOR MUTUAL AID AND LAW ENFORCEMENT ASSISTANCE**

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

WHEREAS, the City of Kennesaw Police Department and the Cobb County Police Department desire to enter a Memorandum of Understanding (MOU) to provide mutual aid and cooperation in responding to emergencies, special circumstances, and other law enforcement needs; and

WHEREAS, the Constitution of the State of Georgia of 1983 at Article 9, Section 3, Paragraph 1 provides that municipalities, counties, and political subdivisions of this State may enter into agreements with one another for the provision of services by intergovernmental agreements for a period not to exceed fifty years; and

WHEREAS, the Constitution of the State of Georgia of 1983 at Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law or by agreement, cities or counties from exercising Supplementary Powers within each other's boundaries; and

WHEREAS, the Georgia Mutual Aid Act of 1988 (the "GMAA"), O.C.G.A. §§ 36-69-1 *et seq.*, provides for intergovernmental cooperation in the provision of extraterritorial police services and assistance in the event of a local emergency, in the prevention or detection of violation of any law, in the apprehension or arrest of any person who violates a criminal law of the state of Georgia, or in any criminal case; and

WHEREAS, Cobb County and the City of Kennesaw specifically recognize the reciprocal benefits associated with the availability and furnishing of extraterritorial assistance in these certain circumstances.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute the MOU between the City of Kennesaw, by and on behalf of the City of Kennesaw Police Department, and Cobb County, by and on behalf of Cobb County Police Department, as shown as Attachment A.

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

PASSED AND ADOPTED by the Kennesaw City Council on this 6th day of July, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

**MUTUAL AID AND ASSISTANCE AGREEMENT
BY AND BETWEEN
COBB COUNTY, GEORGIA,
AND
CITY OF KENNESAW, GEORGIA**

THIS MUTUAL AID AND ASSISTANCE AGREEMENT ("Agreement") is entered into this _____ day of _____, 202_, by and between COBB COUNTY, GEORGIA ("Cobb County"), and the CITY OF KENNESAW, GEORGIA ("City of Kennesaw"). Cobb County and City of Kennesaw are hereinafter referred to individually as "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia of 1983 at Article 9, Section 3, Paragraph 1 provides that municipalities, counties and political subdivisions of this State may enter into agreements with one another for the provision of services by intergovernmental agreements for a period not to exceed fifty years; and

WHEREAS, the Constitution of the State of Georgia of 1983 at Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law or by agreement, cities or counties from exercising Supplementary Powers within each other's boundaries; and

WHEREAS, the Georgia Mutual Aid Act of 1988 (the "GMAA"), O.C.G.A. §§ 36-69-1 *et seq.*, provides for intergovernmental cooperation in the provision of extraterritorial police services and assistance in the event of a local emergency, in the prevention or detection of violation of any law, in the apprehension or arrest of any person who violates a criminal law of the state of Georgia, or in any criminal case; and

WHEREAS, Cobb County and the City of Kennesaw specifically recognize the reciprocal benefits associated with the availability and furnishing of extraterritorial assistance in these certain circumstances.

NOW, THEREFORE, in consideration of the mutual agreements herein made, Cobb County and the City of Kennesaw do hereby mutually agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

The recitals set forth in this Mutual Aid and Assistance Agreement are, by this reference, incorporated into and deemed a part of this agreement.

ARTICLE II
DEFINITIONS

For purposes of this Agreement, the following terms and expressions shall apply:

(a) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(b) "Assisting Party" means a Participating Party that provides assistance pursuant to this Agreement during an emergency.

(c) "Authorized Representative" means, as to Cobb County, the Chief of the Cobb County Police Department or the Director of the Department of Public Safety and, as to the City of Kennesaw, Chief of the Kennesaw Police Department.

(d) "Local Emergency" means the existence of conditions of extreme peril to the safety or persons and property within the territorial limits of unincorporated Cobb County or the City of Kennesaw caused by natural disaster, riot, civil disturbance, or other situation presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of Cobb County or the City of Kennesaw.

(e) "Participating Party" or "Participating Parties" refers to Cobb County and the City of Kennesaw, which became parties to this Agreement by their approval and execution hereof.

(f) "Requesting Party" means a Participating Party that requests assistance pursuant to this Agreement during an emergency.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Mutual Aid Act, as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE III PARTICIPATING PARTY RESPONSIBILITIES

(a) Upon receipt of a request from a Requesting Party for assistance in a local emergency, the prevention or detection of violation of any law, the apprehension or arrest of any person who violates a criminal law of the state of Georgia, or in any criminal case, the Assisting Party shall take such action as is necessary to provide and make available the public safety resources contemplated by and in accordance with this Agreement. The Assisting Party may withhold or withdraw its resources if, in its sole discretion, to do otherwise would leave its jurisdiction without sufficient personnel or assets to service any incident which might subsequently arise therein. Requests for assistance may be verbal or in writing; provided, however, that verbal requests shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- 1) A description of the emergency service function for which assistance is needed;

- 2) The amount and type of personnel, equipment, materials, and supplies needed, and a reasonable estimate of the length of time they will be needed; and
- 3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

(b) The Assisting Party will:

- 1) Maintain daily personnel time records, material records and a log of equipment hours, or mileage as may be appropriate; and
- 2) Report work progress to the Requesting Party at mutually agreed upon intervals.

(c) The senior officer of the Requesting Party shall be in command as to strategy, tactics, and overall direction of the local emergency operations. All orders or directions regarding the local emergency operation shall be relayed to the senior officer in command of the Assisting Party.

(d) To the extent possible, employees of the Assisting Party shall remain employees of their own agency and operate under the command and control of their regular leaders and with their own equipment.

ARTICLE IV LIMITATIONS AND EXCEPTIONS

(a) The provisions of this Agreement shall not be construed as creating a duty to respond to a request for assistance on the part of any emergency or public safety personnel of a Participating Party. Furthermore, this Agreement shall not be construed to create a duty on the part of any emergency or public safety personnel to remain at the scene of a local emergency for any length of time.

(b) The Assisting Party may at any time recall its assistance when in the best judgment and sole direction of its Authorized Representative, or by order of the governing body of the Assisting Party.

(c) Requests for Cobb County Police Department specialized team services (Marietta, Cobb and Smyrna Organized Crime Unit) are specifically excluded from the scope of this Agreement. These services are governed under a separate intergovernmental agreement.

(d) In accordance with O.C.G.A. § 36-69-10, as amended, the provisions of this Agreement shall not apply to any emergency in which the chief executive officer of a Participating Party assigns or makes available for duty the employees, property or equipment of that party relating to fire-fighting, engineering, rescue, health, medical and related services, and to police, transportation, construction and similar items or services for emergency management purposes outside of the physical limits of the Participating Party as provided by the Georgia Emergency Management Act, O.C.G.A. §§ 38-3-27, *et*

seq., as amended.

ARTICLE V
PRIVILEGES AND IMMUNITIES FROM LIABILITY

(a) In accordance with O.C.G.A. § 36-69-4, as amended, whenever the employees of a Participating Party are rendering aid outside their political subdivision and pursuant to the authority contemplated by this Agreement and GMAA, such employees shall have the same powers, duties, rights privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

(b) In accordance with O.C.G.A. § 36-69-6, as amended, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of Participating Party officers, agents or employees when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to such officers, agents or employees to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the terms of this Agreement and authority of GMAA.

(c) In accordance with O.C.G.A. § 36-69-7, as amended, neither a public safety agency which requests assistance pursuant to this Agreement, nor the political subdivision in which the public safety agency is located shall be liable for any acts or omissions of the employees of an Assisting Party rendering assistance extraterritorially under the terms of this Agreement and authority of GMAA.

(d) No party to this Agreement, nor any officer, employee or agent of any Participating Party, shall be liable to any person on account of failure of any party to furnish its emergency response equipment or personnel in response to a call for assistance.

(e) It is the express intent of the Participating Parties that the immunities specified herein shall be construed in accordance with Georgia law and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VI
REIMBURSEMENT

(a) Assisting Party shall be responsible for the direct cost of replacement or repair of any of its equipment damaged or destroyed while at the Requesting Party's emergency site; provided, however, where the damage or destruction is solely the result of errors, negligent acts or omissions of the Requesting Party or any of its agents, employees or officials, the Requesting Party shall be responsible for such replacement, repair or reimbursement.

(b) Each Participating Party shall provide for the payment of compensation and benefits employees, including for death and injuries, and comply with workers'

compensation laws of the state of Georgia without cost to the other Party.

(c) Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of action arising out of or occurring during travel to or from its own or a Requesting Party's emergency site and no indemnification or hold harmless agreement shall be in effect concerning such claims, demands, suits, actions, damages and causes of action.

ARTICLE VII ASSIGNMENT

No part of this Agreement is assignable to any other person.

ARTICLE VIII VALIDITY

This Agreement shall be construed to effectuate the purposes recited herein. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held to be invalid, the constitutionality of the remainder of this Agreement and applicability thereof to other persons and circumstances shall not be affected thereby.

ARTICLE IX TERM OF AGREEMENT

This Agreement shall be effective as of the date set forth above and shall continue for a term of one (1) year. This Agreement shall automatically renew for additional one-year terms not to exceed forty-nine (49) years unless terminated in accordance with Article X below.

ARTICLE X TERMINATION OF AGREEMENT

Either Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by its governing body, but no such withdrawal shall take effect until thirty (30) days after the governing authority of the withdrawing party has given notice in writing of such withdrawal to the Authorized Representative of the non-withdrawing party. Such action shall not relieve the withdrawing party from obligations assumed hereunder prior to the effective date of withdrawal.

Notice to Cobb County should be mailed to:

Mike Register, Director
Cobb County Department of Public Safety
100 Cherokee St, Ste 460
Marietta, GA 30090

Notice to the City of Kennesaw should be mailed to:

Bill Westenberger
Police Chief, City of Kennesaw
2539 J.O. Stephenson Ave
Kennesaw, GA 30144

ARTICLE XI
MISCELLANEOUS

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

This Agreement shall constitute the entire agreement between the parties, and no modification shall be binding upon the parties unless evidenced in writing and signed by both parties.

This Agreement shall govern in all aspects as to the validity, construction, capacity, performance, or otherwise by the laws of the State of Georgia.

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement as specifically provided by the laws of the State of Georgia.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties set their hands and seal this Mutual Aid and Assistance Agreement.

COBB COUNTY BOARD OF COMMISSIONERS:

Lisa Cupid, Chairwoman

DATE: _____

Attest:

Pamela L. Mabry, Clerk of Cobb County

With the agreement of:

POLICE CHIEF FOR COBB COUNTY, GEORGIA:

James D. Ferrell, Police Chief

DATE: _____

Approved as to form:

Attorney, Cobb County

DATE: _____

CITY OF KENNESAW:

Derek Easterling, Mayor

DATE: _____

Attest:

Nicholas Simpson, Deputy City Clerk of Kennesaw

With the agreement of:

POLICE CHIEF FOR THE CITY OF KENNESAW, GEORGIA:

William E. Westenberger, Police Chief

DATE: _____

Approved as to form:

Attorney, City of Kennesaw

DATE: _____



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: July 6, 2026

TITLE: **Surplus: Police Department Vehicles**
Approval to sell or dispose of surplus City vehicles.

Summary: The Kennesaw Police Department presented a surplus list of thirteen (13) vehicles. Staff will attempt to sell the surplus vehicles on the open market using GovDeals.

Vehicle	Reason for Deadline
Ford Interceptor Sedan	Age/Mileage
Ford Interceptor Sedan	Transmission failure
Ford Explorer	Age/Mileage
Ford Interceptor Sedan	Transmission failure
Ford E-350	Multiple fail points
Ford Interceptor Sedan	Age/Mileage
Ford Interceptor Sedan	Age/Mileage
Chevrolet Tahoe	Transmission problems
Ford Explorer	Engine failure
Ford Explorer	Age/Mileage
Ford Explorer	Age/Mileage
Ford Fusion SE	Age/Mileage
Ford Interceptor Sedan	Age/Mileage

Recommendation:
Police Chief recommends approval.

Fiscal Impact:

Attachments:

1. Vehicles for deadline

VIN #	Vehicle	Year	Miles	Reason for Deadline
1FAHP2MK2KG112112	Ford Interceptor Sedan	2019	107,386	Age/Mileage
1FAHP2MK7FG163630	Ford Interceptor Sedan	2015	93,705	Transmission failure
1FM5K8ARXGGD05398	Ford Explorer	2016	102,118	Age/Mileage
1FAHP2MKOJG115833	Ford Interceptor Sedan	2018	97,524	Transmission failure
1FTSS3ES3BDA25744	Ford E-350	2011	53,884	Multiple fail points (Interior water leaks, charging system failures, equipment failures & general conditions
1FAHP2MK7EG185870	Ford Interceptor Sedan	2014	111,334	Age/Mileage
1FAHP2MKXEG166231	Ford Interceptor Sedan	2014	107,995	Age/Mileage
1GNSKDEC3GR436979	Chevrolet Tahoe	2016	112,254	Transmission problems
1FM5K8AR1HGC07569	Ford Explorer	2017	107,212	Engine failure
1FM5K8ARXFGC68268	Ford Explorer	2015	110,443	Age/Mileage
1FM5K8AR9FGC68472	Ford Explorer	2015	104,146	Age/Mileage
1FA6POH76G5108665	Ford Fusion SE	2016	113,339	Age/Mileage
1FAHP2MK2HG108828	Ford Interceptor Sedan	2017	103,784	Age/Mileage



Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: July 6, 2026

TITLE: **Final Plat Application: 1972, 1994 & 2004 Duncan Dr**
 Approval of the final plat application submitted by Gunnin Land Surveying; this plat will revise the lot lines for lot 29 and update the lot-area table to reflect the final as-built locations within the townhome subdivision known as Devin's Shire (Parcel #20013800470, 20013801940, 2001380190). Case #FP2026-03

Summary:

The application was submitted by Gunnin Land Surveying to revise the final plat previously submitted for the Devin's Shire subdivision. The application was submitted to revise the lot lines for lots 29 and update the lot-area table to reflect the final as-built locations; the development will consist of thirty-five (35) townhomes. The Mayor and Council reviewed and approved the initial submission on September 16, 2024, and the plat was recorded in Plat Book 282, Page 811, on September 17, 2024. A subsequent revision was approved by Mayor and Council on June 16, 2025 and the plat recorded in Plat Book 283 Pg 523. The Plan Review Committee has reviewed the revised final plat and deemed the plat is in compliance and recommends approval.

Recommendation:

Planning and Zoning recommends approval of the final plat.

Fiscal Impact:

Attachments:

1. FP2026-03_Devin's Shire_Application
2. FP2026-03_Devin's Shire_Survey
3. FP2026-03_Devin Shire_PRC Letter



Date Received 04/17/26
Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Preliminary Plat _____ Final Plat X Revised Plat _____ Parcel Combination _____ Parcel Split _____

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

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

Date of Consultation 03/27/26

Staff Initials CMC

DEVELOPMENT NAME

Devin's Shire

Number of Units 35

PURPOSE OF DEVELOPMENT Residential Development

WHAT IS THE REVISION BEING MADE Adding a building - See note sheet on pg 2

ADDRESS OF PROPERTY 1972, 2004 and 1994 Duncan Dr, Kennesaw Dr 30144

Parcel ID 20013800470, 20013801940, 2001380190

Lot Size 3.731 Acres Present Zoning _____

Current Use _____ Proposed Use _____

APPLICANT Charles Meyers

Applicant address _____

(Phone #) _____

Email Address _____

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: [Signature]

Notary

REPRESENTATIVE [Signature]

(Phone #) _____

Representative Signature [Signature]

Signed, sealed and delivered in presence of: [Signature]

Notary

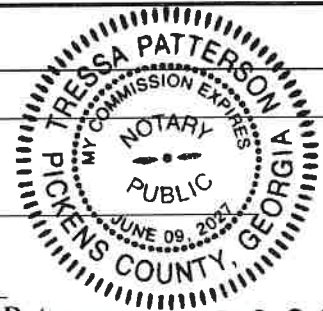
TITLEHOLDER [Signature]

(Phone #) _____

Titleholder Signature [Signature]

Address _____

Signed, sealed and delivered in presence of Notary [Signature]





CAMPAIGN DISCLOSURE REPORT ¹ BY APPLICANT²

A separate form must be completed by each applicant

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

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

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

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

NA

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

NA

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

I certify that the foregoing information is true and correct, this 14 day of April, 2026

Applicants Signature

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

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

Return Recorded Document to:

The Beltrami Law Firm, P.C.
1820 The Exchange
Suite 150
Atlanta, GA 30339

Tax Parcels:

20013800470
20013801900
20013801940

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB

File #: **23-85**

THIS INDENTURE, Made the **1st** day of **May**, in the year **2023**, between **DEVIN RILEY, LLC**, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor, and **JWC KENNESAW, LLC**, a Georgia limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of **TEN and 00/100 (\$10.00)** DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

See Exhibit "A" attached hereto and incorporated herein by reference.

Subject only to those matters set forth and described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions"), incident or appurtenant thereto (hereinafter referred to collectively as the "Property").

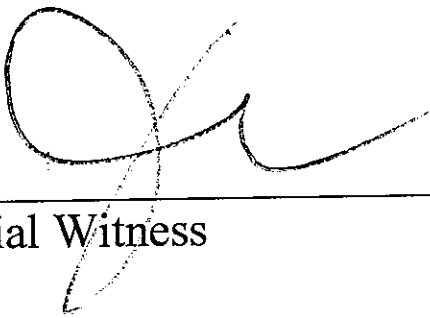
This conveyance is made subject to all covenants, easements and restrictions of record.

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

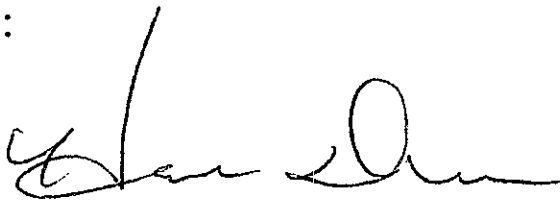
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons owning, holding, or claiming by, through or under the said Grantor.

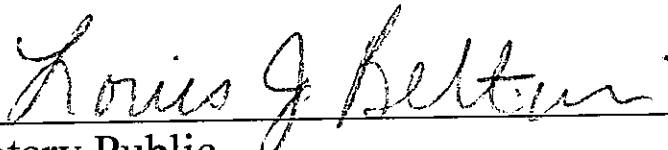
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness

Devin Riley, LLC,
a Georgia limited liability company,
by:


Hank Dudek, Sole Member


Notary Public

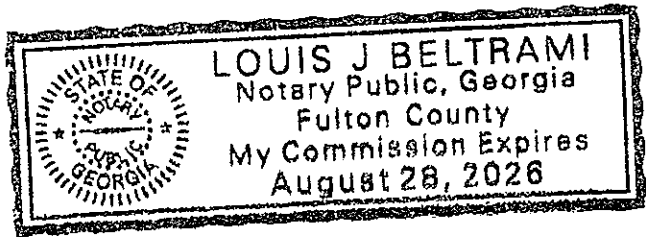


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE EAST LINE OF LAND LOT 138 INTERSECTS WITH THE NORTHERLY RIGHT OF WAY LINE OF DUNCAN DRIVE; RUNNING THENCE ALONG SAID NORTH LINE 173 FEET TO A POINT AND CORNER; RUNNING THENCE NORTHERLY 442.0 FEET TO A POINT AND CORNER; RUNNING THENCE SOUTH 74 DEGREES 12 MINUTES EAST 20 FEET TO AN IRON PIN; THENCE NORTHERLY 16 FEET TO THE CENTER LINE OF A BRANCH MARKED BY AN IRON PIN; RUNNING THENCE SOUTH 73 DEGREES 30 MINUTES EAST ALONG THE CENTER LINE OF SAID BRANCH 143.4 FEET TO THE EAST LINE OF LAND LOT 138; AND RUNNING THENCE DUE SOUTH ALONG SAID LAND LOT LINE 391 FEET TO THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS: 1972 DUNCAN DRIVE NW, KENNESAW, GA 30144.

TAX PARCEL ID #: 20013800470

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, AND BEING A PART OF THE PROPERTY SHOWN ON PLAT PREPARED BY THOMAS E. WILLIAMS, SURVEYOR, DATED NOVEMBER 12, 1971, RECORDED IN PLAT BOOK 53, PAGE 88, COBB COUNTY, GEORGIA, RECORDS, THE PLAT BEING DESIGNATED "PLAT FOR GEORGE E. AND JESSIE MAE TAYLOR", DESIGNATED TRACT FOR TERRY AND DOROTHY AUSTIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AND CORNER LOCATED ON THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY 283 FEET WESTERLY OF THE INTERSECTION OF THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY WITH THE EAST LAND LOT LINE OF LAND LOT 138 AS IS MEASURED ALONG THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY; THENCE RUNNING WESTERLY ALONG THE NORTHERLY SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY FOR A DISTANCE OF 110 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 01 DEGREE 00 MINUTES WEST ALONG THE 20-FOOT PRIVATE DRIVE FOR A DISTANCE OF 196 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 85 DEGREES 50 MINUTES WEST FOR A DISTANCE OF 10 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 10 DEGREES 30 MINUTES EAST FOR A DISTANCE OF 279.9 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 74 DEGREES 12 MINUTES EAST FOR A DISTANCE OF 100 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 03 DEGREES 00 MINUTES WEST FOR A

DISTANCE OF 463.2 FEET TO AN IRON PIN AND CORNER AND THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS: 1994 DUNCAN DRIVE NW, KENNESAW, GA 30144.

TAX PARCEL ID #: 20013801900

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA RECORDS AS SHOWN ON PLAT FOR JAMES AND LAURA SPEARS BY THOMAS E. WILLIAMS & ASSOCIATES, SURVEYORS DATED NOVEMBER 12, 1971, AND BEING RECORDED IN PLAT BOOK 55, PAGE 209, COBB COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNIG AN IRON PIN AND CORNER LOCATED ON THE NORTH SIDE OF DUNCAN DRIVE 173 FEET WESTERLY AS MEASURED ALONG THE NORTH SIDE OF DUNCAN DRIVE FROM THE INTERSECTION OF THE NORTH SIDE OF DUNCAN DRIVE WITH THE EAST LINE OF SAID LAND LOT NO. 138; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY SIDE OF DUNCAN DRIVE 110 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 03 DEGREES 00 MINUTES EAST 463.2 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 74 DEGREES 12 MINUTES EAST 100 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 02 DEGREES 54 MINUTES WEST 442 FEET TO THE NORTHERLY SIDE OF DUNCAN DRIVE AND THE IRON PIN AT THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS 2004 DUNCAN DRIVE, KENNESAW, GA 30144.

TAX PARCEL ID #: 20013801940

EXHIBIT "B"
Permitted Exceptions

1. All taxes for the year 2023 and subsequent years, a lien but not yet due and payable, and the possible lien of additional real estate taxes which may become due and payable by reason of increased or amended assessments, plus any special assessments.
2. All matters affecting captioned property as shown on plat recorded at Plat Book 53, Page 88, Cobb County, Georgia, records.
3. All matters affecting captioned property as shown on plat recorded at Plat Book 55, Page 209, Cobb County, Georgia, records.
4. City of Kennesaw Permanent Drainage Easement dated May 25, 1999, recorded May 26, 2000, in Deed Book 13265, Page 2237, Cobb County, Georgia records.
5. Easement to Georgia Power Company dated August 29, 1973, recorded in Deed Book 1492, Page 209, Cobb County, Georgia records.
6. Easement to Georgia Power Company dated June 26, 1970, recorded in Deed Book 1168, Page 505, Cobb County, Georgia records.
7. Easement to Georgia Power Company dated October 9, 1941, recorded in Deed Book 144, Page 209, Cobb County, Georgia records.



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

2024 Property Tax Bill

Parcel ID	Tax District		Bill #	
20013801940	3/3-BOND - KENNESAW CITY		277725	
Property Owner/Location/Description			Fair Market Value	Taxable Value
JWC KENNESAW LLC 2004 DUNCAN DR NW			493,580	197,432
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	197,432	0	197,432	7.7500000000 \$1,530.10
BOND	197,432	0	197,432	1.5000000000 \$296.15



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

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

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

Parcel ID: 20013801940
Amount Due: \$0.00
Bill#: 277725
Due Date: 12/01/2024

AMOUNT PAID

JWC KENNESAW LLC
2355 LOG CABIN DR
ATLANTA, GA 30339-1514

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



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

2024 Property Tax Bill

Parcel ID	Tax District		Bill #	
20013801900	3/3-BOND - KENNESAW CITY		277703	
Property Owner/Location/Description			Fair Market Value	Taxable Value
JWC KENNESAW LLC 1994 DUNCAN DR NW			641,650	256,660
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	256,660	0	256,660	7.7500000000 \$1,989.12
BOND	256,660	0	256,660	1.5000000000 \$384.99
Exemptions:				
You are receiving this bill due to the finalization of your appeal.				
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate divide the Federal Prime Rate by 12. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).				
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.				
			Current Year Tax	\$2,374.11
			Interest	\$0.00
			Penalty	\$0.00
			Other Fees	\$0.00
			Payments Received	\$2,374.11
			Other Amounts Due	\$0.00
			Total Due	\$0.00
			Due Date	12/01/2024



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

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

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

Parcel ID: 20013801900
Amount Due: \$0.00
Bill#: 277703
Due Date: 12/01/2024

AMOUNT PAID

JWC KENNESAW LLC
2355 LOG CABIN DR
ATLANTA, GA 30339-1514

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



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

2024 Property Tax Bill

Parcel ID	Tax District		Bill #			
20013800470	3/3-BOND - KENNESAW CITY		278657			
Property Owner/Location/Description			Fair Market Value	Taxable Value		
JWC KENNESAW LLC 1972 DUNCAN DR NW			789,730	315,892		
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax		
CITY OF KENNESAW	315,892	0	315,892	7.7500000000 \$2,448.16		
BOND	315,892	0	315,892	1.5000000000 \$473.84		
Exemptions:						
You are receiving this bill due to the finalization of your appeal. Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate divide the Federal Prime Rate by 12. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960). Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.					Current Year Tax	\$2,922.00
					Interest	\$0.00
					Penalty	\$0.00
					Other Fees	\$0.00
					Payments Received	\$2,922.00
					Other Amounts Due	\$0.00
					Total Due	\$0.00
					Due Date	12/01/2024



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

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

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

Parcel ID: 20013800470
Amount Due: \$0.00
Bill#: 278657
Due Date: 12/01/2024

AMOUNT PAID

JWC KENNESAW LLC
2355 LOG CABIN DR
ATLANTA, GA 30339-1514

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



Printed: 5/9/2025

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
TWC KENNESAW LLC

JWC KENNESAW LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20013801940	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$5,952.57	\$0.00	



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



Printed: 5/9/2025

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
TWC KENNESAW LLC

JWC KENNESAW LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20013801900	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$7,738.29	\$0.00	



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mobile phone to view
this bill!!



Printed: 5/9/2025

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
TWC KENNESAW LLC

JWC KENNESAW LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2024	20013800470	10/15/2024	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$9,524.15	\$0.00



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Printed: 4/15/2026

Cobb County Online Tax Receipt

Thank you for your payment!

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

Payer:
DEVINS SHIRE LLC

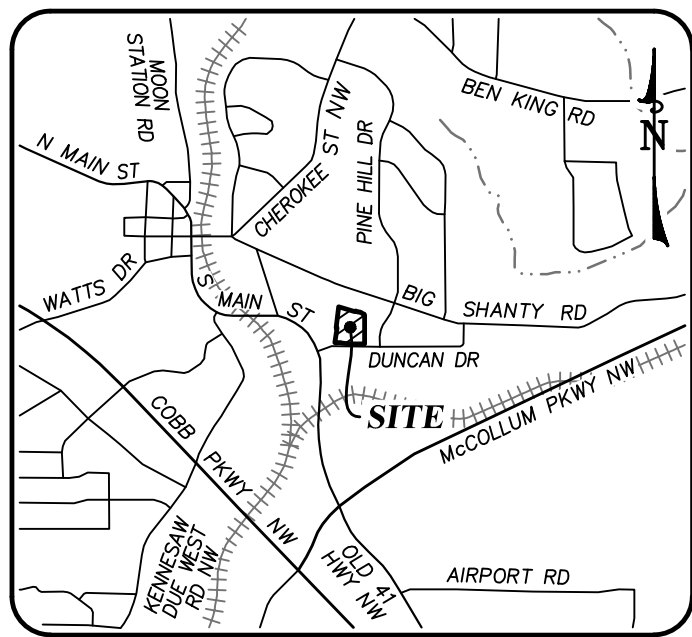
JWC KENNESAW LLC

Payment Date: 10/15/2025

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2025	20013800470	12/15/2025	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,084.68	\$0.00



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



- (A) 25' STATE UNDISTURBED BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- (B) 50' CITY UNDISTURBED VEGETATIVE BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- (C) 75' CITY IMPERVIOUS BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

SURVEYOR:
GUNNIN LAND SURVEYING, LLC
141 RAILROAD STREET, SUITE 116
CANTON, GEORGIA 30114
PHONE: 678.880.7502

ENGINEER:
BGE, INC.
245 TOWNPARK DRIVE, SUITE 470
KENNESAW, GEORGIA 30144
PHONE: 470.705.0885

OWNER:
DEVIN'S SHIRE, LLC
2355 LOG CABIN DRIVE
ATLANTA, GEORGIA 30339
PIN: 20013801810
ZONING: R-20

DEVELOPER:
JW COLLECTION
2355 LOG CABIN DRIVE
ATLANTA, GEORGIA 30339
PIN: 20013801930
ZONING: R-20

24 HR CONTACT:
MR. CHRIS OLSON
PHONE: 404.392.5264

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 1 SECOND PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 48,712. IT HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 113,337.

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S5 ROBOTIC TOTAL STATION. BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VERTICAL REFERENCE STATION NETWORK DEVELOPED BY GPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (HARN)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

DATE OF FIELD WORK: 05.14.2024

ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THE INFORMATION SHOWN ON THIS DRAWING CONCERNING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR NOT INCLUSIVE. THE OWNER, ARCHITECT, CONTRACTOR AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL SIZE, TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 07/22/24, WHICH HEREBY BECOME(S) A PART OF THIS PLAT, RECORDED IN DEED BOOK 16220, PAGE 1238, COBB COUNTY RECORDS AND SIGNED BY THE OWNER.

WATER AND SEWER UTILITIES WITHIN THE A.E./U.E. WILL BE DEDICATED TO COBB COUNTY AFTER THE ONE YEAR MAINTENANCE WARRANTY INSPECTION AND APPROVAL BY COWS.

WATER METERS SHALL NOT BE INSTALLED BEHIND ENCLOSED FENCES, IN PAVED DRIVEWAYS OR IN PAVED PARKING AREAS PER COUNTY CODE SEC. 122-125.

PAVEMENT CUTS BY COWS FOR MAINTENANCE OF WATER AND/OR SEWER LINES WILL BE REPAIRED PER COBB COUNTY STANDARD DETAIL 02510-2.

SITE DATA

TOTAL SITE AREA	3,731.4 ACRES
TOTAL NUMBER OF LOTS	38 LOTS
SITE DENSITY	9.38 LOTS/ACRE
OPEN SPACE AREA	1,090 ACRES
ZONED	CBD (ORD2022-04)
BUILDING SETBACKS	FRONT N/A
	SIDE N/A
	REAR N/A
GUEST PARKING SPACES	12
ADA MAIL KIOSK PARKING SPACE	1

THIS PROPERTY IS SUBJECT TO ALL ZONING REQUIREMENTS AND TO LAND DISTURBANCE PERMIT # SPR-2022-K004.

PER ORD2022-04, THE HOA COVENANTS SHALL LIMIT THE NUMBER OF RENTAL UNITS TO NOT EXCEED 10% OF THE TOTAL NUMBER OF UNITS IN THE COMMUNITY OR SUCH PERCENTAGE AS APPROVED BY THE CITY COUNCIL.

LOT AREA TABLE*

LOT	SQ. FT.	ACRES
1	404	0.009
2	1218	0.028
3	1218	0.028
4	1218	0.028
5	1218	0.028
6	1252	0.029
7	1252	0.029
8	1230	0.028
9	1230	0.028
10	1230	0.028
11	1230	0.028
12	1259	0.029
13	1019	0.023
14	994	0.023
15	968	0.022
16	967	0.022
17	967	0.022
18	967	0.022
19	997	0.023
20	1067	0.024
21	987	0.023
22	987	0.023
23	987	0.023
24	987	0.023
25	987	0.023
26	1004	0.023
27	1287	0.030
28	1287	0.030
29	1287	0.030
30	1287	0.030
31	1287	0.030
32	1491	0.034
33	1476	0.034
34	1376	0.032
35	1491	0.034

* TABLE TO BE REVISED WITH PLAT REVISIONS TO UPDATE AS-BUILT BUILDING LOCATIONS.

BOUNDARY CALL TABLE

LINE	BEARING	DISTANCE
L1	N89°33'08" W	50.34'
L2	S89°56'38" W	42.15'
L3	N89°37'47" W	43.95'
L4	N89°12'47" W	41.51'
L5	N88°15'46" W	8.32'
L6	N88°17'49" W	27.16'
L7	N86°30'53" W	26.50'
L8	N84°20'40" W	36.81'
L9	N84°10'53" W	37.91'
L10	N82°57'39" W	22.13'
L11	S64°08'18" E	40.55'
L12	N79°45'15" E	12.03'
L13	S76°47'41" E	12.66'
L14	S69°20'40" E	21.82'
L15	S33°16'57" E	18.47'
L16	S80°13'37" E	19.17'
L17	S33°14'03" E	16.54'

TOWNHOME TIE LINE TABLE

LINE	BEARING	DISTANCE
T1	N51°08'24" W	49.65'
T2	N80°49'21" W	234.60'
T3	N54°52'47" W	267.86'
T4	N09°01'52" W	152.07'
T5	N35°53'53" W	375.20'
T6	N19°59'35" W	303.52'

ACCESS/UTILITY EASEMENT CALL TABLE

LINE	BEARING	DISTANCE
UE1	N84°21'22" E	27.32'
UE2	S42°56'30" E	27.32'

BOUNDARY CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	55.24'	336.50'	S 88°53'03" E	55.18'

CENTERLINE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C-1	1.86'	100.00'	S 02°47'46" W	1.86'
C-2	8.36'	100.00'	S 05°43'28" W	8.35'

ACCESS/UTILITY EASEMENT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
UC1	18.85'	12.00'	S 41°40'12" E	16.97'
UC2	18.85'	12.00'	S 48°19'48" W	16.97'
UC3	10.45'	125.00'	S 05°43'28" W	10.44'
UC4	18.85'	12.00'	S 36°50'56" E	16.97'
UC5	18.85'	12.00'	N 53°07'04" E	16.97'
UC6	6.27'	75.00'	N 05°43'26" E	6.27'
UC7	18.85'	12.00'	N 41°40'12" W	16.97'
UC8	18.85'	12.00'	N 48°19'48" E	16.97'
UC9	3.24'	22.00'	N 00°59'11" W	3.24'

ABBREVIATIONS

- A.E. ACCESS EASEMENT
- BC BACK OF CURB
- BM BENCHMARK
- C&G BUILDING SETBACK LINE
- C&G CURB AND GUTTER
- C.L. CENTERLINE
- C.L.F. CHAIN LINK FENCE
- C.M.F. CONCRETE MONUMENT FOUND
- CONC. CONCRETE
- CTP CRIMPED TOP PIPE
- DB DEED BOOK
- D.E. DRAINAGE EASEMENT
- EX. EXISTING
- EP. EDGE OF PAVEMENT
- FEN. FENCE
- L.L.L. LAND LOT LINE
- OTF OPEN TOP PIPE
- PB PLAT BOOK
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PROP. PROPOSED
- R/W RIGHT OF WAY
- SS SANITARY SEWER
- S.S.E. SANITARY SEWER EASEMENT
- P.L. PROPERTY LINE
- SSMH SANITARY SEWER MANHOLE
- U.E. UTILITY EASEMENT
- CI CURB INLET
- DI DROP INLET
- DWCB DOUBLE WING CATCH BASIN
- FES FLARED END SECTION
- HW HEADWALL
- JB JUNCTION BOX
- QCS OUTLET CONTROL STRUCTURE
- SWCB SINGLE WING CATCH BASIN
- PI PEDESTAL INLET
- YI YARD INLET
- YI CORRUGATED METAL PIPE
- DIP DUCTILE IRON PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- PVC POLYVINYL CHLORIDE PIPE
- RCF REINFORCED CONCRETE PIPE
- VCP VITRIFIED CLAY PIPE

SYMBOL LEGEND

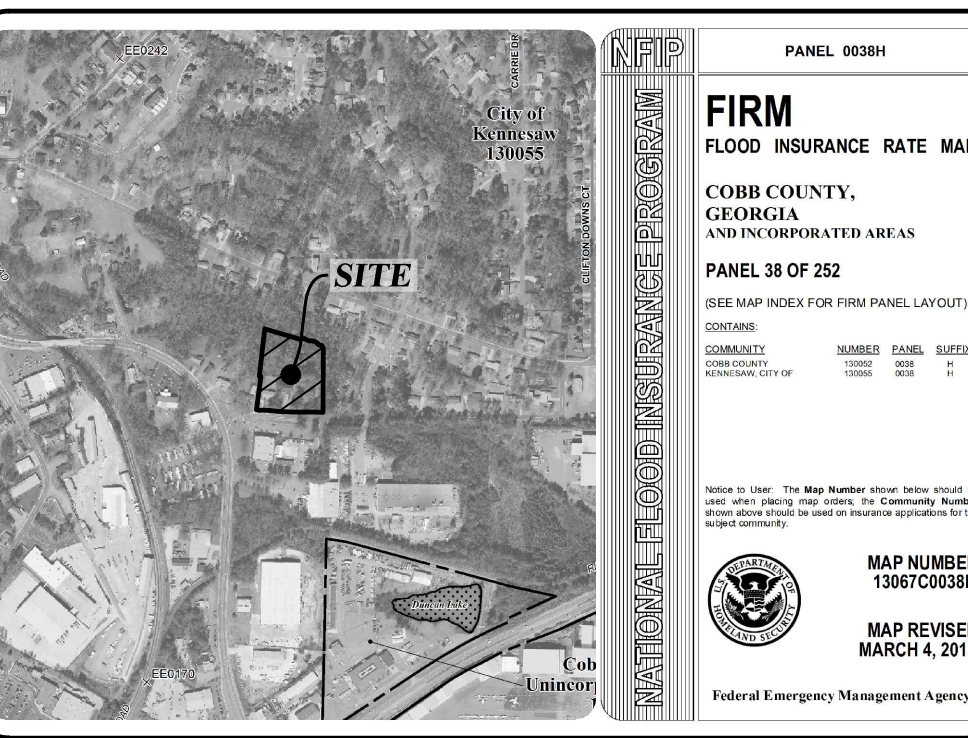
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- RIGHT-OF-WAY MONUMENT FOUND
- ADJOINING LOT NUMBER
- LOT NUMBER
- LAND LOT NUMBER
- AIR CONDITIONING UNIT
- BENCHMARK
- BOLLARD
- HANDICAP PARKING SPOT
- SIGN
- MANHOLE - UNKNOWN TYPE
- CABLE TV BOX
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- GUY WIRE AND ANCHOR
- GUY POLE
- LIGHT POLE
- POWER POLE
- SERVICE POLE
- HIGH VOLTAGE POWER POLE
- TRANSFORMER
- GAS MANHOLE
- GAS VALVE
- GAS METER
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM SEWER CLEAN OUT
- DOUBLE WING CATCH BASIN
- SINGLE WING CATCH BASIN
- CURB INLET
- DROP INLET
- FLARED END SECTION
- HEADWALL
- JUNCTION BOX
- PEDESTAL INLET
- YARD INLET
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- PEDESTAL SIGNAL POLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- IRRIGATION CONTROL VALVE
- POST INDICATOR VALVE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WATER VAULT
- TREE

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
- RIGHT-OF-WAY CENTERLINE
- CREEK CENTERLINE
- LAND LOT LINE
- METAL FENCE
- WIRE FENCE
- WOOD FENCE
- RAILROAD
- RAILROAD TRACK
- OVERHEAD UTILITY LINE
- UNDERGROUND CABLE TV LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS PIPE
- UNDERGROUND SANITARY SEWER PIPE
- UNDERGROUND STORM SEWER PIPE
- UNDERGROUND STREET LIGHTING LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND TRAFFIC LINE
- UNDERGROUND WATER PIPE

COBB COUNTY PROJECT # SPR-2022-K004

NO STREET PARKING HAS BEEN APPROVED FOR THIS DEVELOPMENT OTHER THAN IN DESIGNATED SPACES



FLOOD HAZARD NOTE
BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS SITE ARE SHOWN TO BE WITHIN THE LIMITS OF A 100 YR. FLOOD HAZARD AREA AS PER F.I.R.M. COBB COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 13067C0038H DATED MARCH 4, 2013.

MAYOR AND CITY COUNCIL APPROVAL

PURSUANT TO THE LAND SUBDIVISION SECTIONS OF THIS UDC OF THE CITY OF KENNESAW, GEORGIA, ALL THE REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY THE MAYOR AND COUNCIL OF KENNESAW, GEORGIA ON _____ (DATE).

MAYOR, KENNESAW, GEORGIA _____ DATE _____

PLANNING & ZONING _____ DATE _____

BUILDING & CONSTRUCTION _____ DATE _____

PUBLIC WORKS _____ DATE _____

CITY ENGINEER _____ DATE _____

COBB COUNTY WATER SYSTEM APPROVAL

THIS PLAT, HAVING BEEN SUBMITTED TO THE COBB COUNTY WATER SYSTEM AND HAVING BEEN FOUND TO COMPLY WITH THE COBB COUNTY DEVELOPMENT STANDARDS IS APPROVED FOR RECORDING.

COBB COUNTY WATER SYSTEM _____ DATE _____

OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON SHOWN, WHICH COMPRISES A TOTAL OF 0.903 ACRES, FOR THE PURPOSES THEREIN EXPRESSED.

PROVIDED, HOWEVER, THAT NOTHING HEREIN NOR ACCEPTANCE SHALL CREATE LIABILITY ON THE PART OF THE CITY OF KENNESAW/COBB COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM NATURAL CREEKS OR RIVERS, AND THE CITY OF KENNESAW/COBB COUNTY IS HEREBY SPECIFICALLY RELEASED FROM ANY SUCH LIABILITY OR FROM LIABILITY FOR THE NEGLIGENCE CONSTRUCTION OR MAINTENANCE OF ALL DRAINAGE STRUCTURES, ROADS, SEDIMENT CONTROL FACILITIES AND ALL OTHER WORK PERFORMED BY THE OWNER OR DEVELOPER OF THE PROPERTY, THEIR AGENT, SERVANTS, EMPLOYEES OR CONTRACTORS.

John Wieland *John Wieland* 7/11/24
SUBDIVIDER (SIGNATURE) (PRINT NAME) DATE
John Wieland *John Wieland* 7/11/24
OWNER (SIGNATURE) (PRINT NAME) DATE

ENGINEER & LAND SURVEYOR ACKNOWLEDGEMENT

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEERING REQUIREMENTS OF THE KENNESAW SUBDIVISION REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

Albert W. Gramling 03.11.26
ALBERT W. GRAMLING, G.S. NO. 2983 DATE
Don F. Singer 08.14.2024
DON F. SINGER, G.S. #1621 DATE

STATEMENT OF LIMITATIONS

THE UNDERSIGNED ASSUMES NO RESPONSIBILITY OR LIABILITY FOR STATEMENTS OR CERTIFICATIONS MADE OR IMPLIED ON THIS DOCUMENT OR PLAT EXCEPT THOSE SPECIFICALLY DEFINED BY THE LAWS OF THE STATE OF GEORGIA AND THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS BEING WITHIN THE SCOPE OF TRAINING, EDUCATION, EXPERIENCE AND EXPERTISE NECESSARY FOR PRACTICE AS A REGISTERED LAND SURVEYOR.

Albert W. Gramling 03.11.26
ALBERT W. GRAMLING, G.S. NO. 2983 DATE

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS DEDICATED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Albert W. Gramling 03.11.26
ALBERT W. GRAMLING, G.S. NO. 2983 DATE

REVISION

DATE	REV. #	DESCRIPTION
05/07/25	1	REV. #1 - SEE NOTE SHEET 2
03/11/26	2	REV. #2 - SEE NOTE SHEET 2

FINAL PLAT OF:

DEVIN'S SHIRE
LOCATED IN LAND LOT 138
20TH DISTRICT
CITY OF KENNESAW
COBB COUNTY, GEORGIA
JUNE 5, 2024

G U N N I N
LAND SURVEYING
141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninlandsurveying.com
678.880.7502
Georgia LSF 00033 - Gunnin Land Surveying, LLC



DRAWN BY: KGD
CHECKED BY: AWG

PROJECT NO. 23088

SHEET 1 OF 3



RE: Engineer's Certification of Storm As-Builts for Devin's Shire Townhomes

404-850-3320

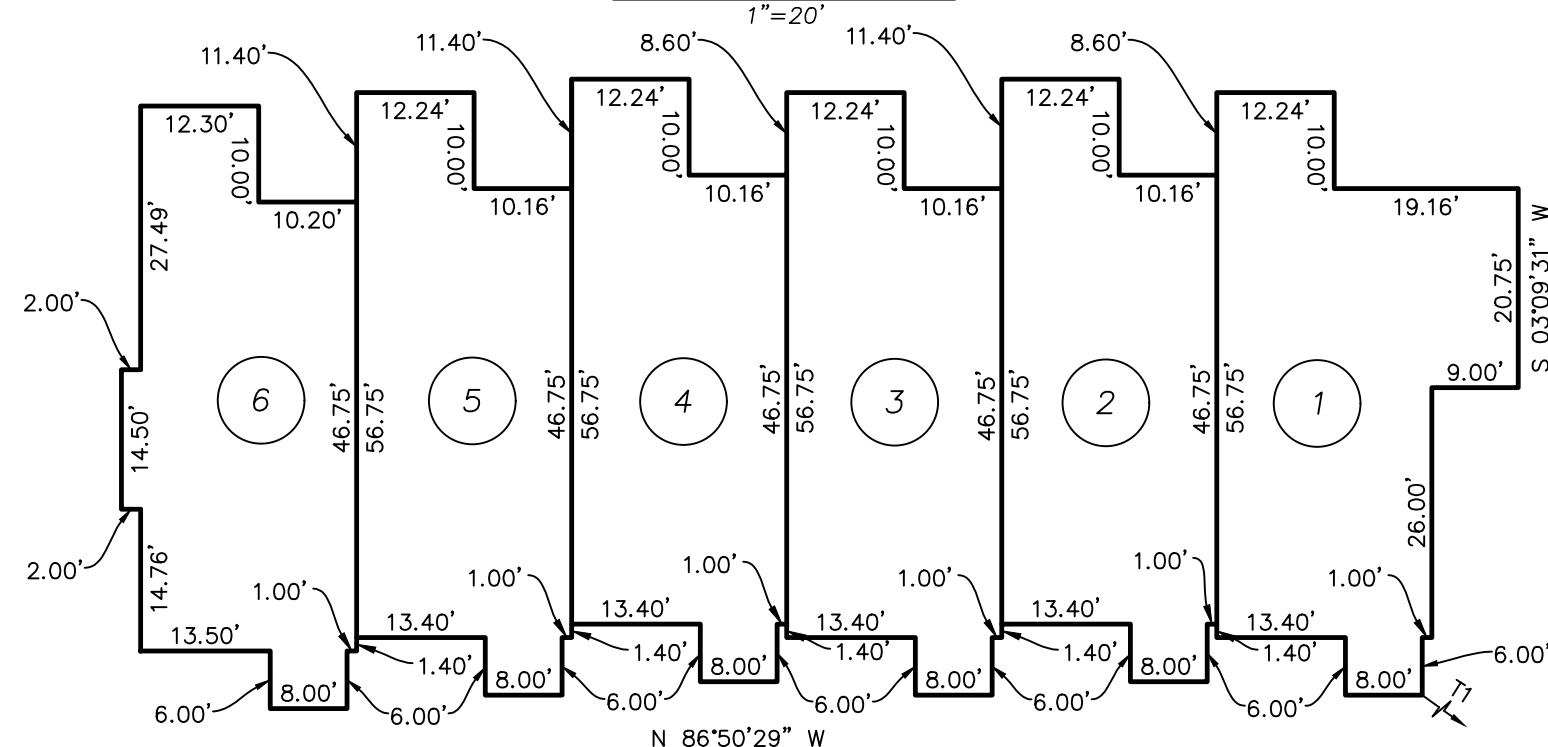
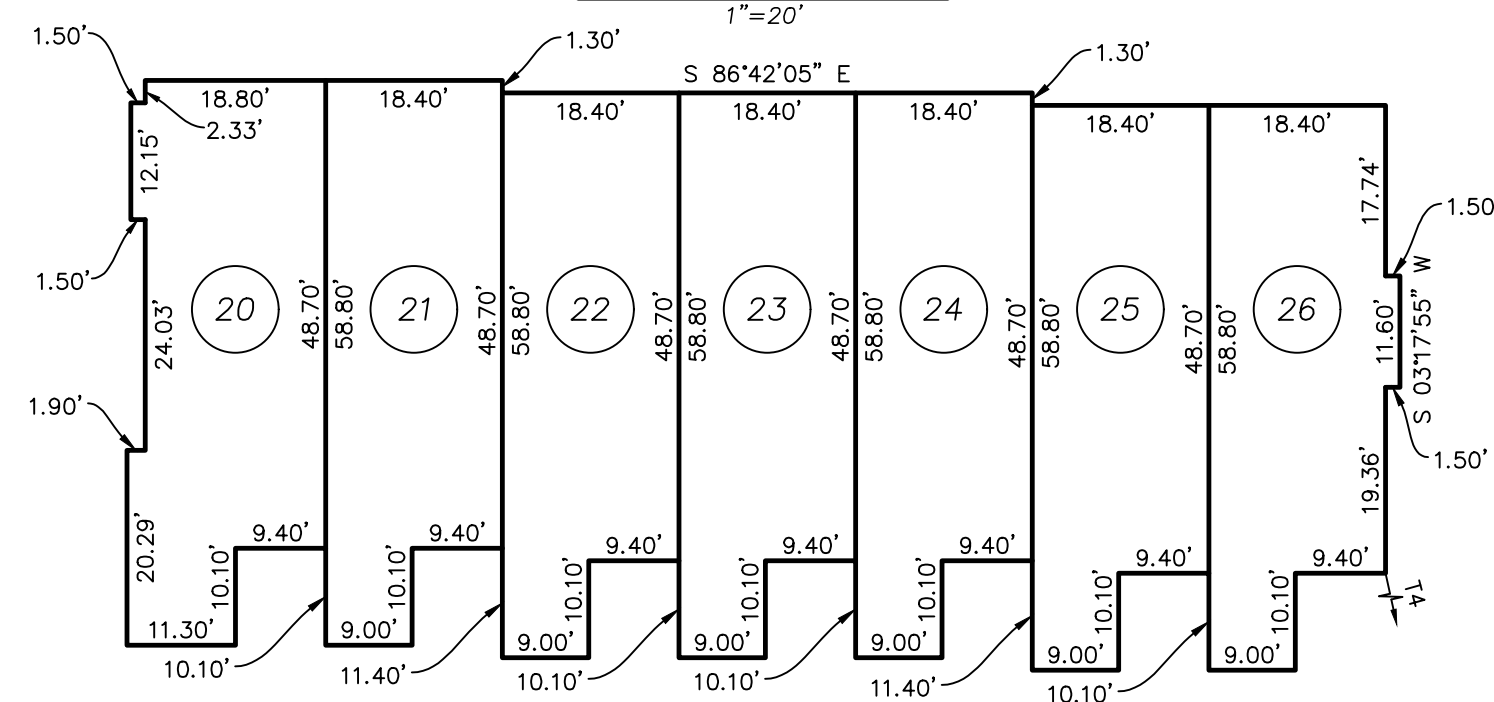
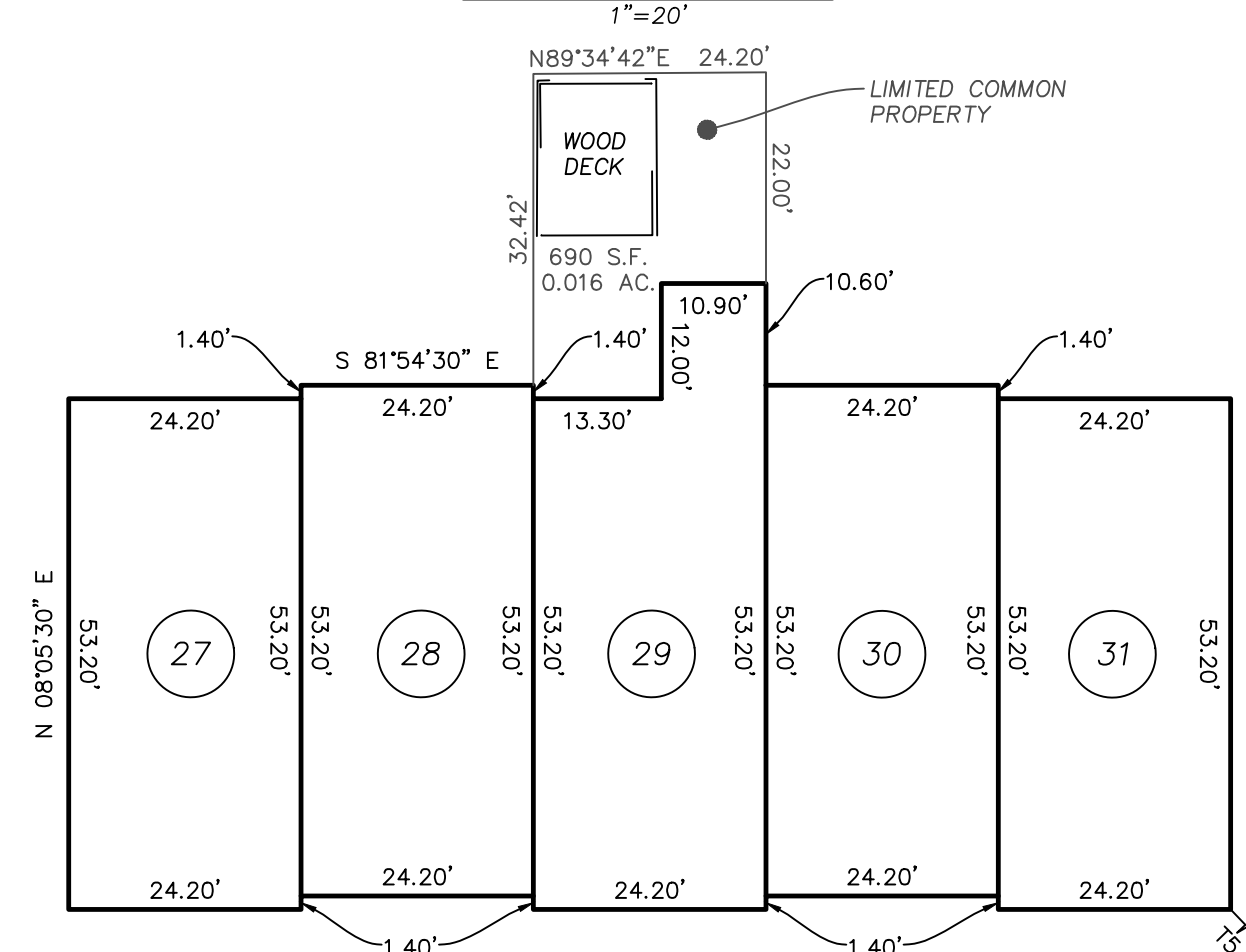
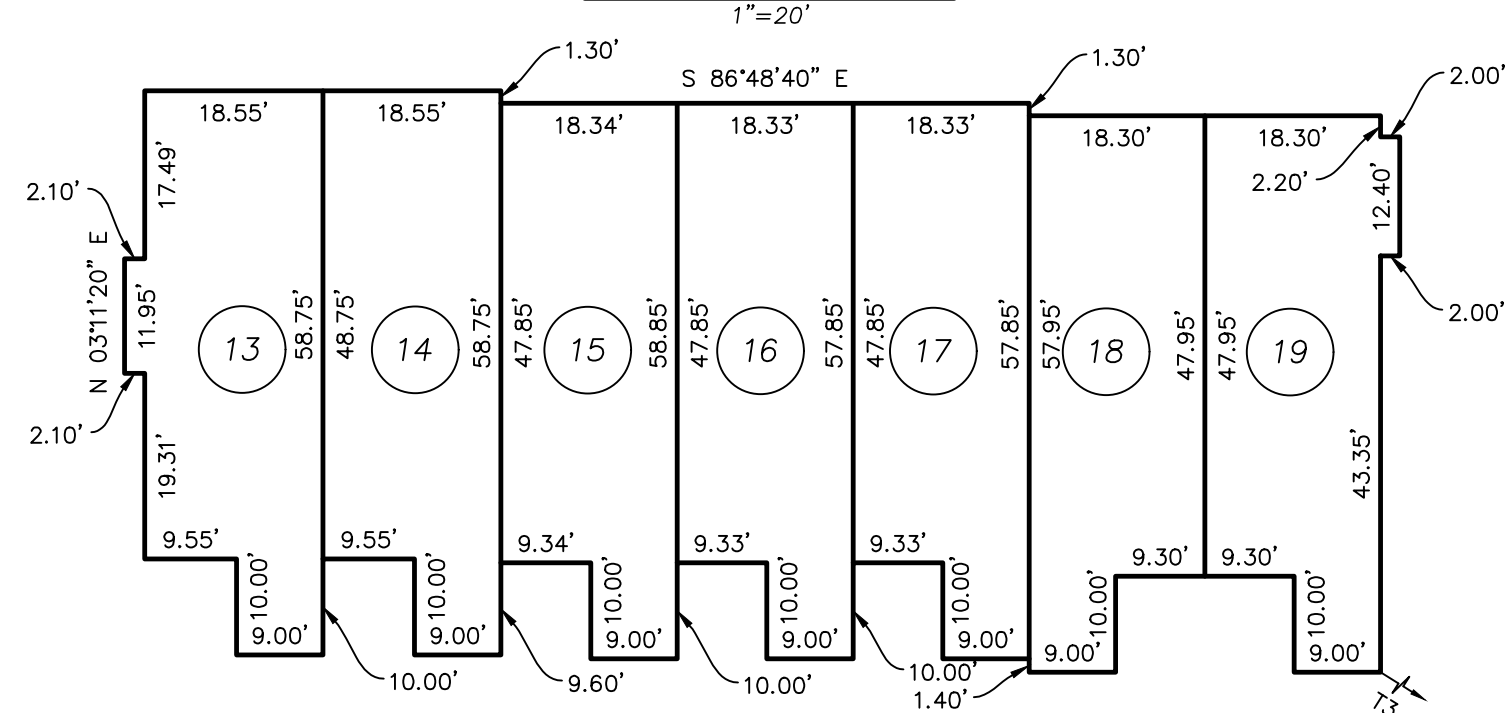
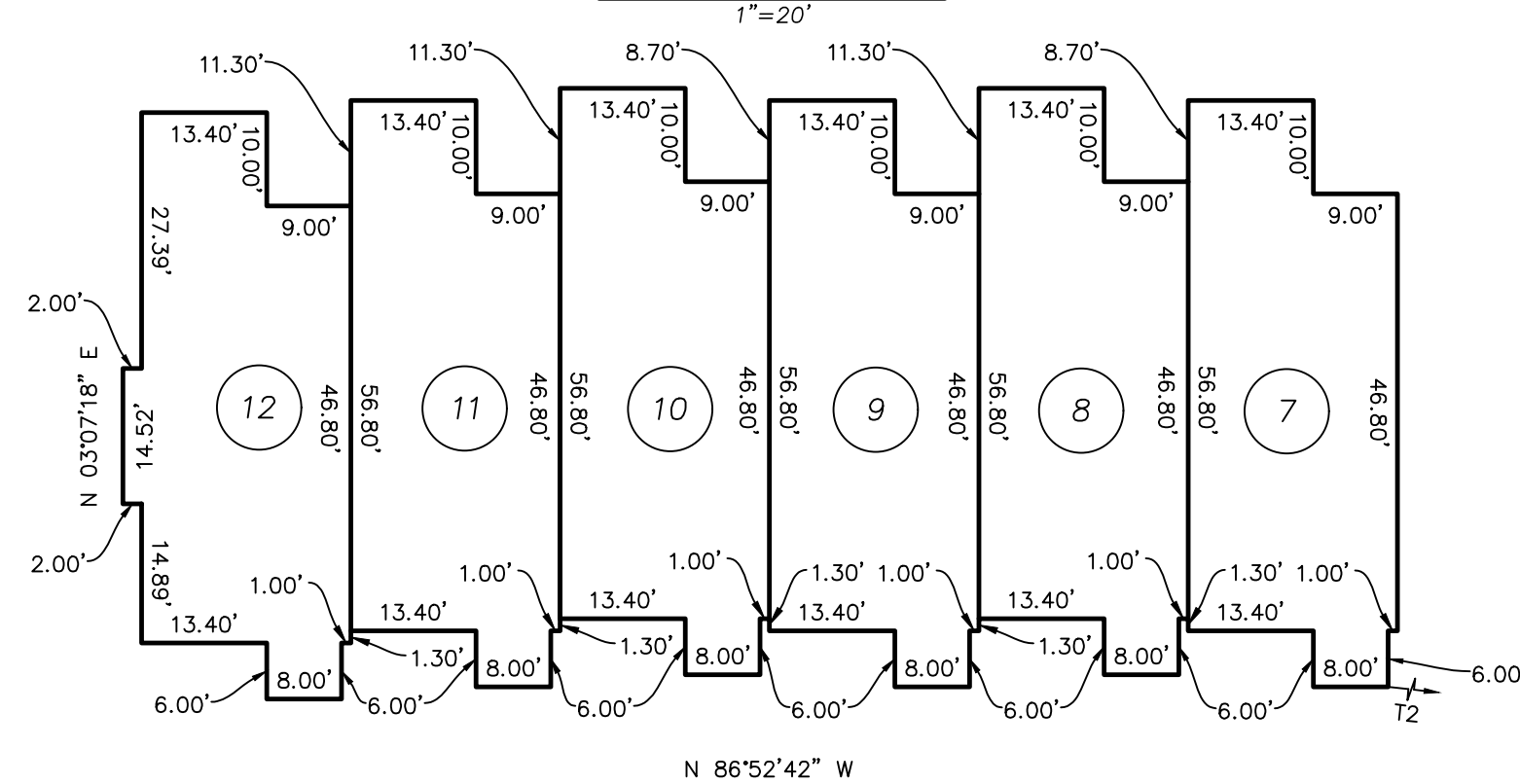


CITY OF KENNESAW
ORDINANCE NO. 2022-04, 2022

CITY OF KENNESAW
ORDINANCE NO. 2022-04, 2022

CITY OF KENNESAW
ORDINANCE NO. 2022-04, 2022

<i>SHEET</i>	<i>OF</i>
2	3

[illegible]

FINAL PLAT OF:

DEVIN'S SHIRE

LOCATED IN LAND LOT 138
20TH DISTRICT

CITY OF KENNESAW
COBB COUNTY, GEORGIA

COUNTY, UTAH
JUNE 5, 2024



UNIVERSITY

141 Railroad Street, Suite 116
Canton, Georgia 30114
www.gunninsurvey.com
678.880.7502

Georgia LSF 001033 - Gunning Land Surveying, LLC



DRAWN BY: KGD
CHECKED BY: AWG

PROJECT NO. 23088

SHEET	OF
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<i>SHEET</i>	<i>OF</i>
3	3



Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official

Plan Review Committee Members
Chanelle Campbell, Planning and Zoning Director
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: July 6, 2026

The final plat (FP2026-03) was submitted by the applicant Gunnin Land Surveying for Devin's Shire Townhome subdivision (Parcel #20013800470, 20013801940, 2001380190) consisting of thirty-five (35) townhomes on 3.731+/- acres of land. The final plat was received and reviewed by the Plan Review Committee.

The submission includes revised boundary lines for Lot 29 and update the lot-area table to reflect the final as-built locations. All members of the Plan Review Committee have verified the plat, and all comments have been addressed. The final plat is in compliance and is now ready for your consideration and approval.

Scott Banks, Plan Review Coordinator



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: July 6, 2026

TITLE:

Minutes: June 15, 2026 Regular Meeting

Approval of the June 15, 2026, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 202-06-15 City Council Meeting Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
June 15, 2026
6:30 PM**

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

The Chamber of Commerce led the invocation.

2. Pledge of Allegiance

The Chamber recited the Pledge of Allegiance led by Municipal Court Clerk Brittany Swiney, and Deputy Court Clerks Caitlin Foster and Amber Massey.

3. Call to Order

4. Announcements

Prior to opening the floor for public comment, Mayor Easterling read Resolution 2025-67, which outlines public meeting procedures as adopted by the City Council. He followed his reading of Resolution 2025-67 with remarks imploring members of the public to respect the hard work done by City personnel. The Mayor's remarks, which were supported by Mayor Pro Tem Antonio Jones, Council member Jonathon Bothers, Council member Anthony Gutierrez-Leon and Council member Tracey Viars, highlighted a small group that has repeatedly harassed, pressured and badgered the City's employees in recent months. The Mayor stated that the harm caused by the group cannot be ignored or minimized, and their conduct has adversely affected employee morale. Easterling affirmed his commitment to stand with those who have earned respect through their actions, and not demanding it through intimidation.

5. Presentations

A.

Recognition: Presentation of a Proclamation recognizing June 8-12, 2026 as Municipal Court Clerks Week.

Mayor Derek Easterling presented a Proclamation acknowledging June 8-12, 2026, as Municipal Court Clerk's Week in Georgia. Brittany Swiney, Clerk of Court; Caitlin Foster, Deputy Court Clerk; and Amber Massey, Deputy Court Clerk were honored for the hard work they do serving the public and maintaining an efficient Municipal Court.

Proclaimed and issued by Governor Brian Kemp on January 27, 2025, the Georgia Municipal Court Clerks Council is excited to announce *Municipal Court Clerks Week* for the State of Georgia. The proclamation recognizes the hard work performed by our Municipal Court Clerks, Brittany Swiney, Clerk of Court; Caitlin Foster and Amber Massey, Deputy Court Clerks; and all Municipal Court Clerks for the vital services they perform and their exemplary dedication to the communities they represent and serve.

6. Public Comment

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

6:38 PM

FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT

6:39 PM

FLOOR CLOSED FOR PUBLIC COMMENT

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. Public Hearing: Updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) 2026-2030

Consideration for approval of a Resolution adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five year period of 2026-2030. Case #MISC2026-07

Planning and Zoning Director Chanelle Campbell presented a Resolution adopting the updates to the Capital Improvement Element and Short-Term Work Plan (CIE/STWP) covering a five-year period from 2026 through 2030.

The City of Kennesaw is required to adopt an annual report on the Capital Improvement Element and the Short Term Work Program. The Atlanta Regional Commission and the Georgia Department of Community Affairs completed the regional review of the 2026 CIE Update for the City of Kennesaw. The Georgia Department of Community Affairs

has determined that the updates conform to the Development Impact Fee Compliance Requirements. Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update. This annual report and adoption is required for all jurisdictions that collect development impact fees.

Planning and Zoning recommends adoption of the annual report on the Capital Improvement Element and Short Term Work Program.

Motion by Council member Madelyn Orochena to approve the Resolution adopting the updates to the Capital Improvement Element and Short-Term Work Plan (CIE/STWP) covering a five-year period from 2026 through 2030 as presented. Motion seconded by Council member Anthony Gutierrez-Leon.

6:42 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENTS

6:43 PM FLOOR CLOSED FOR PUBLIC COMMENT

Vote taken: approved, 5-0. Motion passed by unanimous vote.

B. Land Use Permit: 2687 Summerbrooke Drive

Consideration for approval of a Land Use Permit application for the property located at 2687 Summerbrooke Drive (parcel #20016402420) as submitted by Radoslav Zamborsky. Case # LU2026-03

Planning and Zoning Director Channele Campbell presented a Land Use Permit application for the property located at 2687 Summerbrooke Drive, NW (parcel #20016402420) as submitted by Radoslav Zamborsky (Case # LU2026-03).

Said request is for the purpose of obtaining a home occupation business license to create and sell custom engraved items. The property is zoned Planned Unit Development - Residential, consists of 0.28 +/- acres, and lies in Land Lot 164, Tax Parcel 242, 20th District, 2nd Section, Cobb County, Georgia. This public hearing was advertised in the Marietta Daily Journal on May 15, 2026, and a public notice has been posted onsite. During the June 3, 2026, meeting, the Planning Commission unanimously recommended approval of the Land Use application.

Planning and Zoning recommends approval of the Land Use Application with conditions.

Motion by Council member Tracey Viars to approve the Land Use Permit application for

the property located at 2687 Summerbrooke Drive (parcel #20016402420) as presented. Motion seconded by Council member Madelyn Orochena.

6:44 PM

FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENTS

6:45 PM

FLOOR CLOSED FOR PUBLIC COMMENT

Vote taken: approved, 5-0. Motion passed by unanimous vote.

C. 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 & 20021201560). Case # RZ2026-04

Planning and Zoning Director Chanelle Campbell presented 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 & 20021201560) (Case # RZ2026-04).

Said request to rezone 1600 Old 41 Hwy (parcel # 20021200130) and 0 Old 41 Hwy (20021201560) from General Commercial (GC) and M-12, Multifamily residential respectively to Planned Village Community (PVC) for the development of a multifamily community and office space. The parcel consists of 11.44+/- acres and lies in Land Lot 212 and Tax Parcels 13 & 156. The public hearing was advertised in the Marietta Daily Journal on May 15, 2026, and public notice has been posted onsite. During the June 3, 2026, meeting, the Planning Commission unanimously recommended approval with conditions as outlined by staff, along with an additional condition stating that the existing curb cut on Old 41 Highway may not be used for vehicular access.

Planning and Zoning recommends approval with conditions.

Motion by Council member Tracey Viars to approve the 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. Motion seconded by Council member Madelyn Orochena.

6:49 PM

FLOOR OPEN FOR PUBLIC COMMENT

Kevin Moore, representing Walton Communities, highlighted key facts about the rezoning request for 1600 Old Highway 41 and 0 Old Highway 41 (located near the

intersection of Barrett Parkway and Old Highway 41. The property sat undeveloped for a long time due to its location on a flood plain along Noonday Creek. He added that the topography is fairly extreme and is currently zoned commercial. There have been many ideas for the site, but no development due to the topography and its access to Old Highway 41, which poses a substantial elevation change. Moore believes that Walton Communities has thirty years of development experience that will be instrumental to the proper development of the site. Moore further commented on the need for sidewalk connectivity along the north side of Old Highway 41 does not connect - there is a sidewalk gap of several hundred feet and this affects access for the nearby senior living community. Walton Communities has proposed to make the sidewalk connectivity needed for all residents seeking sidewalk access along Old Highway 41.

6:56 PM

FLOOR CLOSED FOR PUBLIC COMMENT

Vote taken: approved, 4-1. Motion passed with Council member Anthony Gutierrez-Leon voting in opposition.

D. 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 & 20021201560) as submitted by Walton Communities, LLC (Case #ZV2026-02)

Planning and Zoning Director Chanell Campbell presented a Variance application for the properties located at 1600 Old 41 Highway and 0 Old 41 Highway (parcel #20021200130 & 20021201560) as submitted by Walton Communities, LLC (Case #ZV2026-02).

Said request is to vary from the parking requirement as outlined in section 6.06.09 that requires 1.75 parking spaces per unit to 1.5 parking spaces per unit. Parcel contains 11.44 +/- acres, lies in Land Lot 212, Tax Parcel 13 & 156. This public hearing was advertised in the Marietta Daily Journal on May 15, 2026, and a public notice has been posted onsite. During the June 3, 2026, meeting, the Planning Commission unanimously recommended approval of the Variance.

Planning and Zoning recommends approval of the Variance.

Motion by Council member Tracey Viars to approve the variance application for the properties located at 1600 Old 41 Highway and 0 Old 41 Highway (parcel #20021200130 & 20021201560) as submitted by Walton Communities, LLC. Motion seconded by Council member Madelyn Orochena.

7:00 PM

FLOOR OPEN FOR PUBLIC COMMENT

Kevin Moore, representing Walton Communities, commented on the zoning variance request, which is to reduce the minimum required parking ratio from 1.75 spaces per unit to 1.5 spaces per unit. The property is challenged and encumbered, leaving a limited amount of developable land. Per Moore, the 1.75 per unit parking ratio is "too much parking" for the types of developments that have been seen over the last 15 years. A reduction to 1.5 per unit is a more realistic rate and will efficiently meeting parking needs for residents, their guests and other relevant traffic visiting the development.

7:03 PM

FLOOR CLOSED FOR PUBLIC COMMENT

Council member Jonathon Bothers asked how much parking has been utilized for phase one of the project. Moore responded that, even at 98 percent occupancy, there are many parking spaces still available.

Council member Bothers also asked Moore if the phase 1 and phase 2 parking lots would connect. Moore responded that the parking lots in phases 1 and 2 do not connect and are not adjacent, but they are very close in proximity.

Vote taken: approved, 5-0. Motion passed by unanimous vote.

Mayor Easterling praised the sidewalk connectivity of the Walton project.

11. Consent Agenda

- A. **Minutes: May 26, 2026 Work Session**
Approval of the May 26, 2026, City Council work session minutes.
- B. **Minutes: May 26, 2026 Executive Session**
Approval of the May 26, 2026, City Council executive session minutes.
- C. **Minutes: June 1, 2026 Regular Meeting**
Approval of the June 1, 2026, City Council regular meeting minutes.

Motion by Council member Madelyn Orochena to accept the Consent Agenda en gross.

Motion seconded by Council member Anthony Gutierrez-Leon.

Vote taken: approved, 5-0. Motion passed by unanimous vote.

12. General and Administrative

13. Public Safety

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

Kennesaw Police Chief Bill Westenberger presented the May 2026 city crime statistics.

[See Exhibit A]

B. Surplus: Trailers

Based on the condition, age, and lack of operational value of the following assets, approval is requested to declare them surplus property and dispose of them through GovDeals in accordance with applicable surplus property procedures.

- Kustom Signals Radar Trailer (non-operational and no longer supported by the manufacturer)
- Decatur Electronics Radar Trailer (non-operational and no longer supported by the manufacturer)
- 8' x 5' Utility Trailer (Per Fleet Operations, there is no current or foreseeable operational need for this trailer.)

Kennesaw Police Bill Westenberger presented three outmoded speed trailers that the police department plans to auction via GovDeals.

Motion by Council member Madelyn Broche to approve the Kennesaw Police Department's request to auction surplus speed trailers on GovDeals. Motion seconded by Council member Jonathan Bothers.

Vote taken: approved, 5-0. Motion passed by unanimous vote.

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.

7:08 PM

FLOOR OPEN FOR PUBLIC COMMENT

ANDREW BRAMLETT [City Resident]: Mr. Bramlett delivered a presentation on a popular checkers club operating in Kennesaw in the 1930's. On April Fools' Day 1934, Atlanta Journal columnist Morgan Blake spotlighted the club. Bramlett discovered that the cities of Kennesaw and Acworth were checkers rivals. Two former Kennesaw mayors participated in the checker tournaments: J. G. Lewis and B. H. Carrie.

SAMUEL RUSCH [City Resident]: Mr. Rusch stated that he has "escalated" things with the city but indicated that he wanted to "de-escalate." He highlighted notes from a recent City Council retreat where Mayor Easterling commented that the Council's agenda should not be predicated on a "rude, squeaky wheel", and that the Council should advocate for all city residents and all neighborhoods. Rusch commented that he has met with many city officials but has felt ignored by them. He stated that he does not harbor a political agenda but feels he is a victim of retaliation through code enforcement because of his advocacy for his community.

MATTHEW MAYO [City Resident]: Mr. Mayo stated that he lives on Woodland Drive in between the Woodland Acres and Pine Mountain Acres communities. He expressed concern over what he has observed over the past couple of weeks. He voiced his dismay with the Mayor's decision to table any discussion on Woodland Acres Park until November during last week's work session. Mayo believes that there will be no change at the park this summer — during peak use time. He recounted what he considered to be a hostile exchange with City Manager Drobney during last week's work session. According to Mayo, Dr. Drobney advised him that he had been receiving misinformation about work being performed in his neighborhood. Mr. Mayo told the chamber that he hadn't received any information at all concerning improvements to the sidewalk in front of his mother's home. He requested that a town hall be held — now and not in November — to address the remaining issues in the community.

TONY GRAVETT [City Resident]: Mr. Gravett is a 30-year Kennesaw resident and lives adjacent to Woodland Acres park. According to Gravett, living next to the park was a nightmare. "We had drugs, kids running in and out," Gravett said. Gravett commented that people came to the park from DeKalb County, Gwinnett County and Cherokee counties using the park as a hang-out. It was difficult for his two kids to visit the park at certain times. Although he would like a place for kids to recreate in the community, Gravett wants the City to rethink opening the park because it would not be fair to long-time residents. The utilization of the park also strains the available parking in the neighborhood.

JORY LYONS [City Resident]: Lyons thanked Kennesaw City Council members for visiting his community and walking the streets to meet residents and passing out surveys. He thanked the Mayor for highlighting his work bringing attention to the needs of his community during last week's work session. According to Lyons, the City's lack of transparency and unwillingness to have conversations has necessitated the need for [seeclickfix.com](https://www.seeclickfix.com) tickets and open records requests. Mr. Lyons took issue with the City's prioritizing the passage of the fiscal year 2027 municipal budget instead of addressing the needs of his community. Lyons will continue to attend City Council meetings to advocate for his community.

COURTNEY DELGADO [City Resident]: Ms. Delgado lives on Kennesaw Drive behind the park. She asked the Council to open up the floor for communication. She hardly sees people in the park, but it has been maintained better since when she first moved in. She is not aware of any crime. She mostly sees people occasionally walk their

dogs.

MORGAN SIEFERT [City Resident]: Mr. Siefert strolled through Depot Park and did not feel welcomed by the park's design. He felt the only purpose of the park was for concerts only, as opposed to a general-use park. He noted that Depot Park has no pavilion, no shade, no water fountains, and no benches. He commented that there was nothing for the kids either. He called downtown Kennesaw the black sheep compared to its neighbors.

7:24 PM

FLOOR CLOSED FOR PUBLIC COMMENT

19. City Manager's Report

A. Reports, Discussions, and Updates

Kennesaw City Manager Dr. Jeff Drobney commented on the preparation being made for the City's Salute to America Celebration being held on Friday, July 3rd.

20. Mayor's Report

Mayor Derek Easterling asked Mayor Pro Tem Anonio Jones about the surveys mentioned by public commenter Jay Lyons. Jones responded that he visited the Woodland Acres community with Council member Madelyn Orochena and Council member Jonathan Botchers on Saturday, June 13 to meet with residents. He received a lot of positive feedback. He believes that residents are pleased with the services being provided by the city but there are issues that they would like to see addressed. Jones stated that they will visit the neighborhood again at a later date.

Council member Madelyn Orochena stated that it was nice speaking with residents directly. The residents she spoke with had great things to say about the city's public works and parks and recreation personnel. She liked hearing from residents about the future projects that they would like to see in their community.

Mayor Easterling asked Council member Orochena if she had a copy of the survey and Orochena responded, "yes".

Mayor Pro Tem Anonio Jones commented that while the residents in Woodland Acres did not know the City Council members by name, they did know the names of city personnel.

- 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

Mayor Easterling adjourned the meeting at 7:28 p.m. The next work session will be held on Monday, June 29, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

[MIN_SIGNATURES]

DRAFT



Item Report

TO: The Honorable Mayor and City Council

FROM: Kayla Willis, Business License Manager

DATE: July 6, 2026

TITLE: **Alcohol License: Carni Spirits**
 Consideration for approval of a Retail Package Alcohol License for Liquor, Beer, Wine, and Sunday Sales for Carni Spirits Corporation D/B/A Carni Spirits located at 2953 Cobb Parkway NW Suite 11/12, Kennesaw, GA 30152. Applicant: Jeffrey Henley

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. Section 6-42 indicates that Mayor and Council may waive the distance requirement if the granting of such a license shall not have any adverse effect on the private residence.

Recommendation:

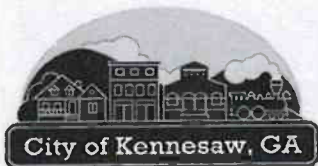
The Finance Director recommends approval.

Fiscal Impact:

100-0000-32-190000-00000: Application Fee \$350.00

Attachments:

1. CARNI SPIRITS APPLICATION ALCOHOL- 2026_Redacted



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

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

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

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

License Type (Choose one):

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

Type of Establishment (Choose one):

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

Business Type (Choose one):

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

Please fill out the below information:

1. Full name of business: Carni Spirits Corporation
Doing Business As (DBA): Carnis Spirits
Anticipated start date of business: 10/01/2025

2. Business location: 2953 Cobb Parkway NW, Suite 11/12, Kennesaw, GA 30152
Email address: [REDACTED]
Phone Number: [REDACTED]
Mailing address: [REDACTED]

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

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

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

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

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

Package Sales Only (Beer or Wine):

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

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

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

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

Number of pool tables:

Number of video game machines:

Size of dance floor:

Amount of cover charge:

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

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

a. Dining area:

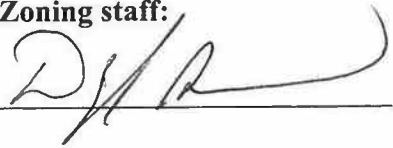
b. Bar area:

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

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

How is the proposed location zoned? HGB / Commercial

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

Zoning verified by City of Kennesaw Zoning Division staff member 

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

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

If Partnership or LLP: N/A

6. Partnership of LLP Name: _____

Partner/Member: _____
Position: _____
Email Address: _____
Phone Number: _____

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

Home Address: _____

City: _____
State: _____
ZIP: _____

Partner/Member: _____
Position: _____
Email Address: _____
Phone Number: _____

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

Home Address: _____

City: _____
State: _____
ZIP: _____

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

If Corporation or LLC:

7. Corporation or LLC Name: Please see attached Exhibit "A"

President/Member:	_____	Social Security #:	_____
Email Address:	_____	Date of Birth:	_____
Phone Number:	_____	% of Ownership:	_____

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

VP/Member:	_____	Social Security #:	_____
Email Address:	_____	Date of Birth:	_____
Phone Number:	_____	% of Ownership:	_____

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

Secretary/Member:	_____	Social Security #:	_____
Email Address:	_____	Date of Birth:	_____
Phone Number:	_____	% of Ownership:	_____

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

Treasurer/Member:	_____	Social Security #:	_____
Email Address:	_____	Date of Birth:	_____
Phone Number:	_____	% of Ownership:	_____

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

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

City of Kennesaw Alcoholic Beverage License Application (New Business) of
Carni Spirits Corporation d/b/a Carnis Spirits
2953 Cobb Parkway NE, Suite 11/12, Kennesaw, GA 30152
Mr. Jeffrey S. Henley, Proposed Licensee

Exhibit "A"

Carni Spirits Corporation

FEIN: [REDACTED]

NAME	POSITION	ADDRESS & CONTACT INFORMATION	SSN	DOB
Jeffrey Stuart Henley	Sole Shareholder and Sole Officer	[REDACTED] [REDACTED] [REDACTED]	***-**- [REDACTED]	[REDACTED]

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
N/A		

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
Please see attached Exhibit "A"				

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. No.

Licensee/Owner Name	Business Name	Address
Mr. Henley is an employee of The Cheesecake Factory, which holds alcohol licenses throughout the United States.		

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

Name/Relationship	Home Address	Business Name/Address
None.		

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

Property Owner: Mack Dobbs Properties LLC

Address: 630 Willeo Road, Roswell, GA 30075

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

\$ [REDACTED]

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

Licensee/Owner \$ [REDACTED]

Other Owners \$ [REDACTED]

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
Third Federal Savings and Loan Association	7007 Broadway Avenue Cleveland, OH 44105		08/20/2025	
Please also see enclosed loan documentation.				
*Only <u> </u> will be used as investment in the business.				

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

Name	Address	Compensation
Jeffrey S. Henley		Salary.

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

Name	Address
Rex Mcinvale CPA	225 Reformation Parkway, Suite 2200
	Canton, GA 30114

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.

N/A

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

Arrested	<u>X</u> Yes	<u> </u> No	Convicted	<u> </u> Yes	<u>X</u> No
Detained	<u>X</u> Yes	<u> </u> No	Indicted	<u> </u> Yes	<u>X</u> No
Pled Guilty	<u> </u> Yes	<u>X</u> No	Pled Nolo Contender	<u> </u> Yes	<u>X</u> No
On Probation	<u> </u> Yes	<u>X</u> No	Any Pending Criminal Charge	<u> </u> Yes	<u>X</u> 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.

[REDACTED]

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

No.

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

All employees are required to complete RASS training for a period of approximately three (3) hours.

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

Written materials and signs.

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Bottle POS software requires swiping of ID which will not permit the sale of alcoholic beverages to anyone under age.
All transactions will be recorded by video. Please also see attached documentation for written procedures and training
for the sale of alcohol.

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

POS scan and video. Please also see Question 25.

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

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

From/To Month/Year	Company	City	State	Position/Salary
<u>04/1998 - Present</u>	<u>The Cheesecake Factory</u>	<u>Various</u>	<u> </u>	<u>Salary.</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

From/To Month/Year	Address	City	State
<u>11/2011 - Present</u>	<u> </u>	<u> </u>	<u>GA</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Carni Spirits – Policies and Procedures – Training

- All identification will need to be a government form of ID. ie. Passport, Military , License and scanned through Bottle POS before any transaction.
- All transactions will be validated during operating hours on VIDEO
- All customers must have a PICTURE f the PERSON on their ID to include height, weight, eye color (our policy)
- WE CARD EVERYONE
- Date of Birth validated every transaction
- We will not ACCEPT (pictures of any sort)
- ALL SALES will be FINAL, returns will never be allowed
- WE will only sell to AGE Customers; all interactions will be conducted with proper ID. Payments will be accepted only from the Validated ID's customer.
- 2 SIGNS will be posted in clear VIEW. WE will not to underage customers and Any women who is pregnant will be aware of the dangers of Alcohol Consumption.
- All members of our team will need to go through RASS training prior to starting their employment.

These policies and procedures will posted in close proximation of our management and staff.

Carni Spirits

KENNESAW, GEORGIA
COBB COUNTY

I, Jeffrey S. Henley 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.

Jeffrey S. Henley
Signature of Applicant

Cassan Henley
Signature of Spouse of Applicant

Sworn to and subscribed before me this
13th day of August, 2025

Dimaris Santos Bonilla
Notary Public



Mindy L. Thompson, Esq.
Sard & Leff, LLC

Mindy L. Thompson/ta
Signature and title of person other than applicant filing out this application

[REDACTED]
Phone Number

Application received in Kennesaw City Hall by:
Margaret Hall

Application to be heard by Mayor & Council
Date & Time: July 6, 2026 at 6:30 pm

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING

Name of spouse's employer: Macy's
 Address of employer: Kennesaw, GA
 U.S. Citizen: Yes. ☒ By Birth ☐ Naturalized
 If a naturalized citizen, provide certificate #: N/A
 and submit original naturalization certificate or U. S. Passport
 If a legal permanent resident, provide alien registration #: N/A
 and submit copy of I-551 card
 Derived Parents Certificate #'s: _____
 Date & Port of Entry: _____

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

Full Name	Address	Age	Birth Place
Please see attached Exhibit "A"			

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

	Full Name	Address
Parents:	Please see attached Exhibit "A"	
Siblings:		
In-Laws:		

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: No.

N/A

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. Yes.

Mr. Jeffrey Henley is employed by The Cheesecake Factory, which is a retail alcohol business.

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>09/1991</u>		<u>06/1994</u>	<u>Morrisville College</u>	<u>80 Eaton St.</u>	<u>Morrisville</u>	<u>NY</u>	<u>Bachelor's</u>
<u>10/1988</u>		<u>12/1996</u>	<u>U.S. Army Drill Sgt. Academy</u>	<u>Ft. Leonard Wood</u>	<u>Waynesville</u>	<u>MO</u>	<u>N/A</u>
<u>09/1984</u>		<u>06/1988</u>	<u>Chittenango High School</u>	<u>150 W. Genesee St.</u>	<u>Chittenango</u>	<u>NY</u>	<u>Diploma</u>

City of Kennesaw Alcoholic Beverage License Application (New Business) of
Carni Spirits Corporation d/b/a Carnis Spirits
2953 Cobb Parkway NE, Suite 11/12, Kennesaw, GA 30152
Mr. Jeffrey S. Henley, Proposed Licensee

Exhibit "A" – Family Members

FULL NAME (FIRST, MIDDLE, LAST)	RELATIONSHIP	ADDRESS	DATE OF BIRTH	PLACE OF BIRTH (CITY & STATE)
Deceased	Father			
Deceased	Mother			
Deceased	Father-in-Law			
Deceased	Mother-in-Law			
Joshua Aaron Henley	Brother			
William Luis Heuschneider	Brother			
Jeremy Robert Heuschneider	Brother			
Jakey Robert Henley	Son			
Zachary Laurence Henley	Son			



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: Jeffrey S. Henley
Social Security #: [REDACTED]
Residence Address: [REDACTED]
City/State/Zip: [REDACTED]
Residence Phone: [REDACTED]

Date of Birth: [REDACTED]
Name of Spouse: Cassan Marie Henley (née Emery)
Business/Organization: Carni Spirits Corporation
Business Phone: [REDACTED]
Partner/Officer in any other business? ☐ Yes ☒ No

Assets

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

Total Assets

Liabilities

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

Total Liabilities & Net Worth

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

Salary [REDACTED]
Dividends -
N/A
-
-
[REDACTED]

Unsatisfied judgments or lawsuits pending?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

Have you ever been declared bankrupt?

☐ Yes ☒ No

Do you have a will?

☒ Yes ☐ No

Who is named as your executor?

Beneficiary: Cassan Henley
Executor: Cassan Henley

As of August 10th 2025

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-record-information-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 CFR 16.30 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.

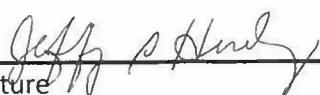
Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 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.

As of 02/04/2021

Applicant Notification and Record Challenge:

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

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


Signature

Jeffrey S. Henley
Print Name

8/10/2025
Date

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-record-information-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 CFR 16.30 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.

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

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

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

As of 02/04/2021

Applicant Notification and Record Challenge:

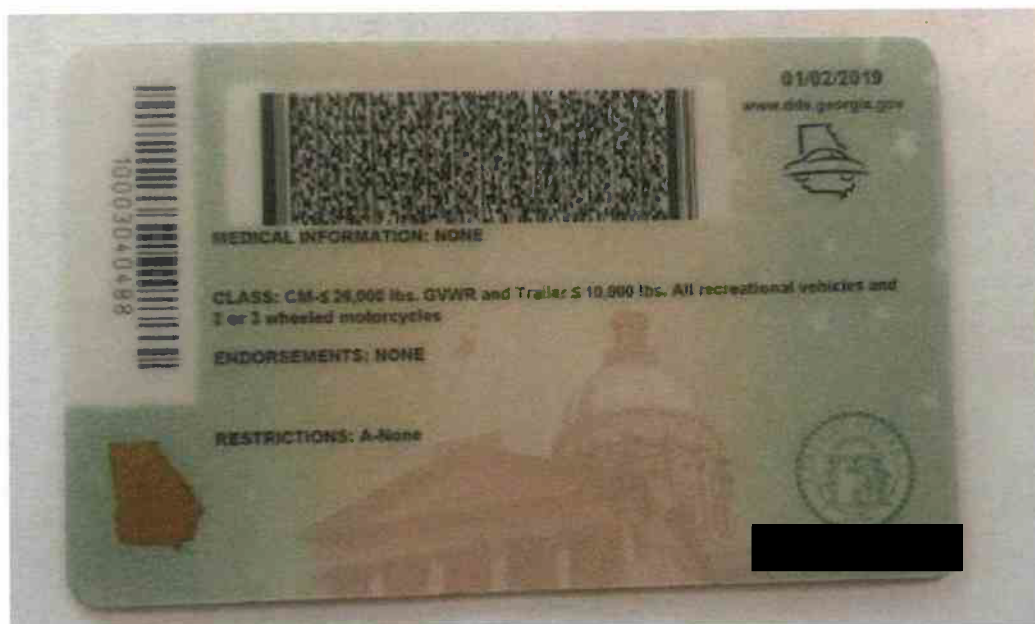
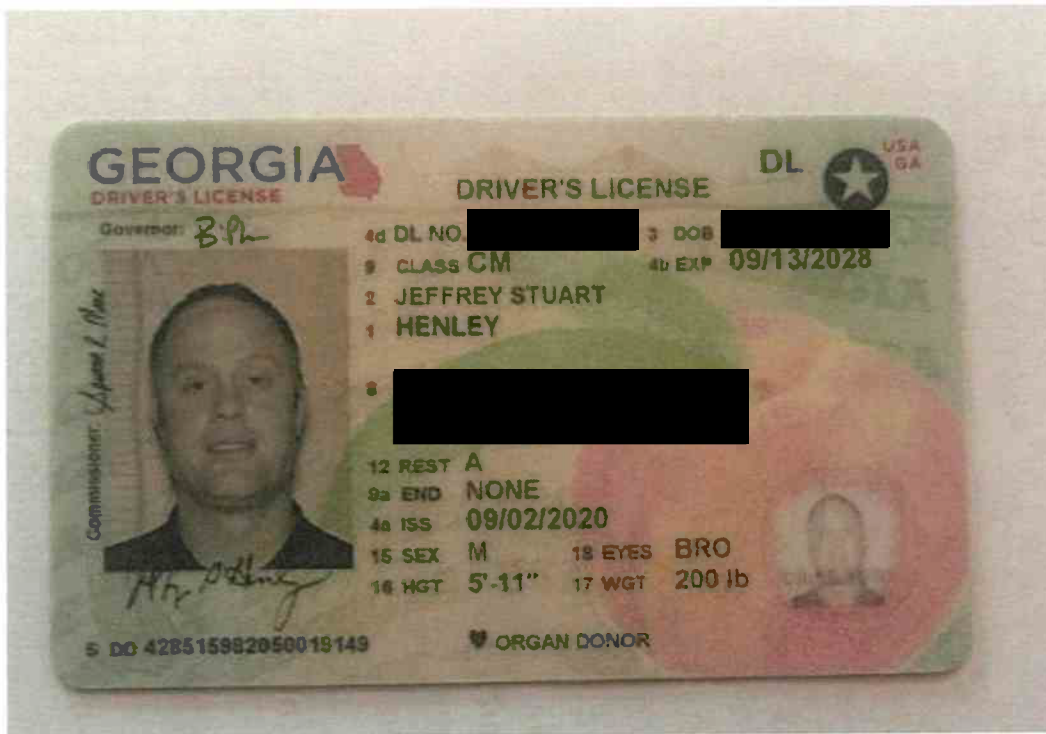
Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set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

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

Cassan Henley
Signature

Cassan Henley
Print Name

8-29-25
Date





Note

08/20/2025
[Note Date]

[City]

[State]

[Property Address]

1. Borrower's Promise to Pay

In return for a loan in the amount of U.S. \$ [Redacted] (the "Principal") that I have received from Third Federal Savings and Loan Association of Cleveland (the "Lender"),

I promise to pay the Principal, plus interest, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. Interest

Interest will be charged on unpaid Principal until the full amount of the Principal has been paid. I will pay interest at a yearly rate of [Redacted]

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. Payments

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. This amount is called my "Monthly Payment."

I will make my Monthly Payment on the 25th day of each month beginning on September 25, 2025. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each Monthly Payment will be applied as of its scheduled due date and will be applied to interest before the Principal. If, on 08/25/2045, I still owe amounts under this Note, I will pay those amounts on that date, which is called the "Maturity Date."

I will make my Monthly Payments at Third Federal Savings and Loan Association, 7007 Broadway Avenue Cleveland, OH 44105 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My Monthly Payment will be in the amount of U.S. \$ [Redacted]. This payment amount does not include any property taxes, insurance, or other charges that I may be required to pay each month.

4. Borrower's Right to Prepay

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will notify the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the Monthly Payments then due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my Monthly Payment unless the Note Holder agrees in writing to those changes.



5. Loan Charges

If applicable law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. Borrower's Failure to Pay as Required

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any Monthly Payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be overdue Monthly Payment.

I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each Monthly Payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of unpaid Principal, all the interest that I owe on that amount, and other charges due under this Note (the "Default Balance"). That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

If I am in default and the Note Holder does not require me to pay the Default Balance immediately as described above, the Note Holder will still have the right to do so if I continue to be in default or if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees and costs.

7. Giving of Notices

(A) Notice to Borrower

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it, or by mailing it by first class mail, to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. I will promptly notify the Note Holder of any change to my physical address and of any change to my mailing address. Unless applicable law requires otherwise, notice may instead be sent by e-mail or other electronic communication if agreed to by me and the Note Holder in writing and if I have provided the Note Holder with my current e-mail address or other electronic address. If I have agreed with the Note Holder that notice may be given by e-mail or other electronic communication, I will promptly notify the Note Holder of any changes to my e-mail address or other electronic address.

(B) Notice to Note Holder

Any notice that I must give to the Note Holder under this Note will be delivered by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. Obligations of Persons Under this Note

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. Waivers

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

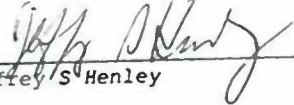
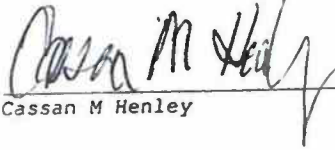
10. Uniform Secured Note

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument also describes how and under what conditions I may be required to make immediate payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)  (Seal)
Jeffrey S. Henley - Borrower Cassan M. Henley - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

____ (Seal) _____ (Seal)
- Borrower - Borrower

(Sign Original Only)

Loan origination organization: Third Federal Savings and Loan Assn. NMLS ID: [REDACTED]

Loan originator: Angela Snedeker

NMLS ID: [REDACTED]

08/13/25
MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Wollers Kluwer Financial Services, Inc.

302594764
Form 3200 07/2021
VMP3M (2107) 00
Page 3 of 3

Training Institute for Responsible Vendors, Inc.

certifies that

Jeffrey Stuart Henley

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 20th day of August, 2025

Seal



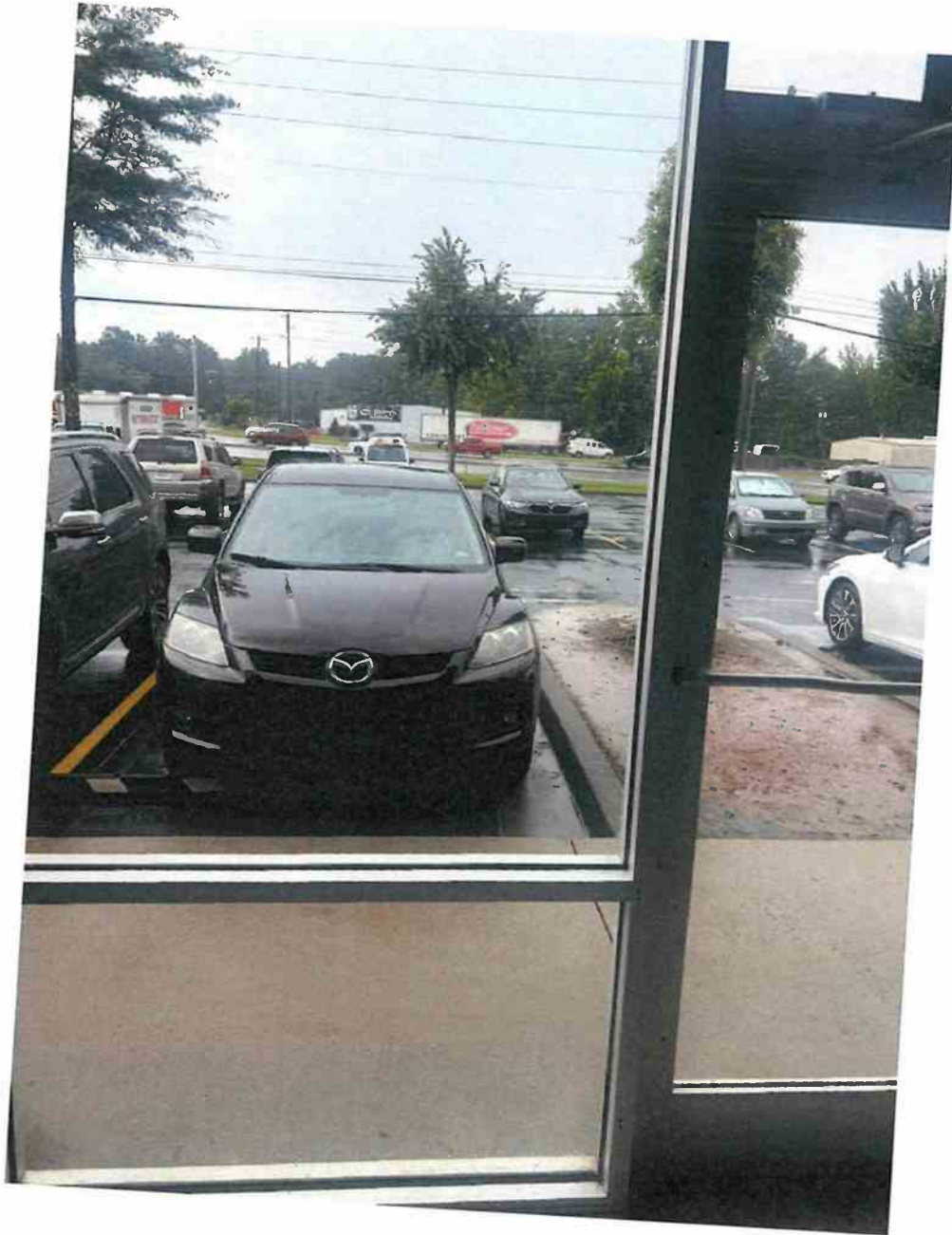

President

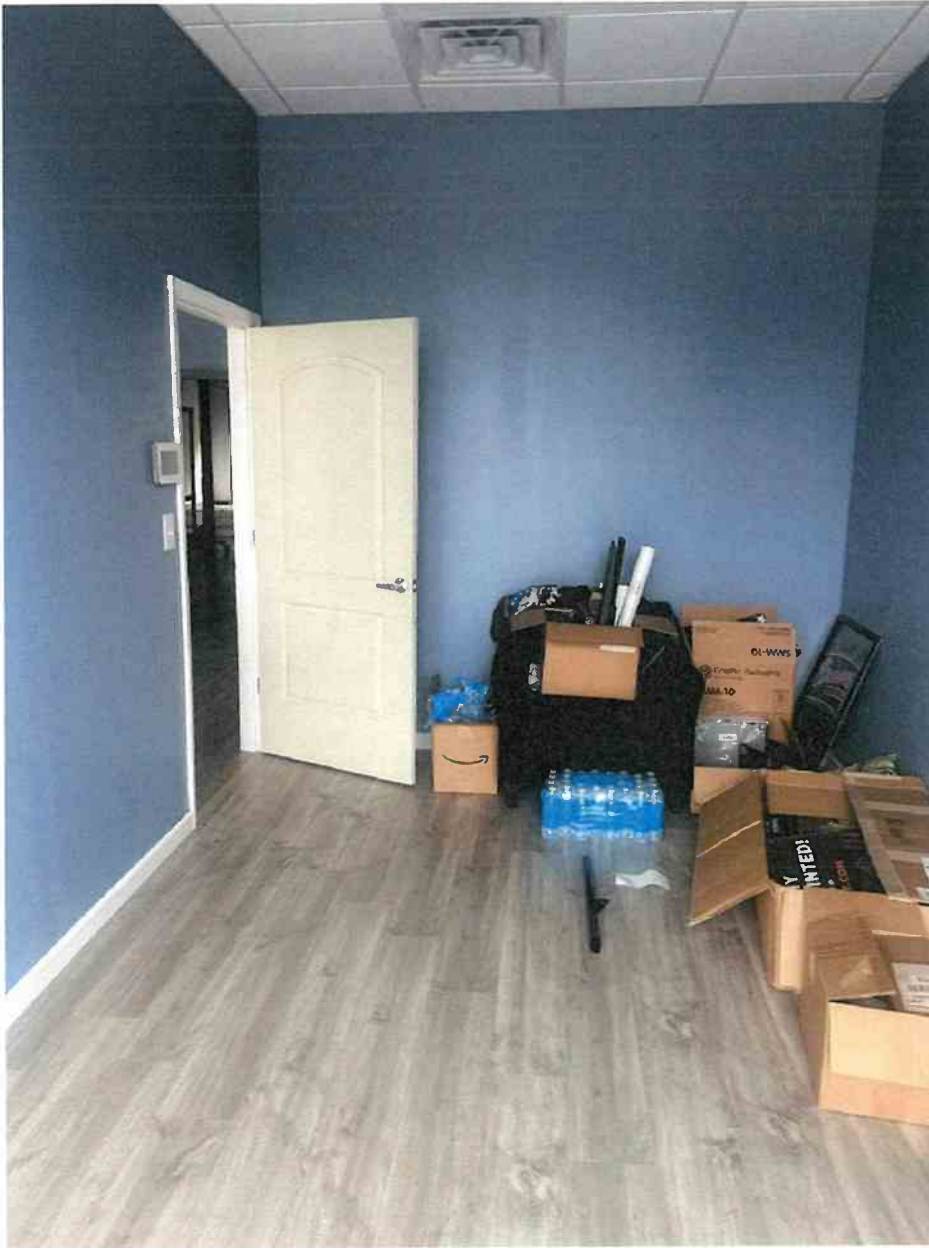














FIRST AMENDMENT to LEASE

This First Amendment to Lease (the "Amendment") is entered into this 12th day of August, 2025 (the "Effective Date") between CARNI SPIRITS CORPORATION, a Georgia corporation ("Tenant") and MARK DOBBS PROPERTIES, LLC, a Georgia limited liability company ("Landlord"). (Tenant and Landlord sometimes referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Landlord and Tenant entered into a commercial Lease Agreement (the "Lease") dated July 17, 2025 for Premises located at 2953 Cobb Parkway NW, Suite 11/12, Kennesaw, Cobb County, Georgia 30152 (the "Premises");

WHEREAS, the Tenant has, in accordance with the terms of the Lease, begun the application process for the necessary and appropriate alcohol licenses and permits for the business to be operated at the Premises (the "Licenses");

WHEREAS, the Parties acknowledge that certain aspects of the final approval of said Licenses may be beyond the actual control of either Party; and

WHEREAS, there are specific timing requirements in the Lease that may be affected by circumstances as described above;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto have agreed as follows:

1. Section 10.31 of the Lease is AMENDED as follows:

(a) The four (4) month window for Tenant to receive its Licenses is extended by thirty (30) days (the "Due Diligence Window");

(b) The Parties further agree that if Tenant has filed its applications and pursued the issuance of the Licenses in accordance with its commitments as described in the Lease, but that delays have occurred through actions of the City of Kennesaw or

others and not the actions or inactions of Tenant, then Tenant's request for a reasonable extension of the Due Diligence Window will not be unreasonably withheld by Landlord.

2. All other terms and conditions of the Lease not in conflict with this Amendment shall remain as written and be binding on the Parties.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Amendment on the day and year first above written.

TENANT:
CARNI SPIRITS CORPORATION

Witness

By: *Jeffrey S. Henley*
Jeffrey S. Henley, President

LANDLORD:
MACK DOBBS PROPERTIES, LLC

Witness

By: *Celestino Venturi*
Celestino Venturi, Managing Member

Carnispirits

front ↓ sidewalk 6' feet

FRONT

↓

↓

↓

↓

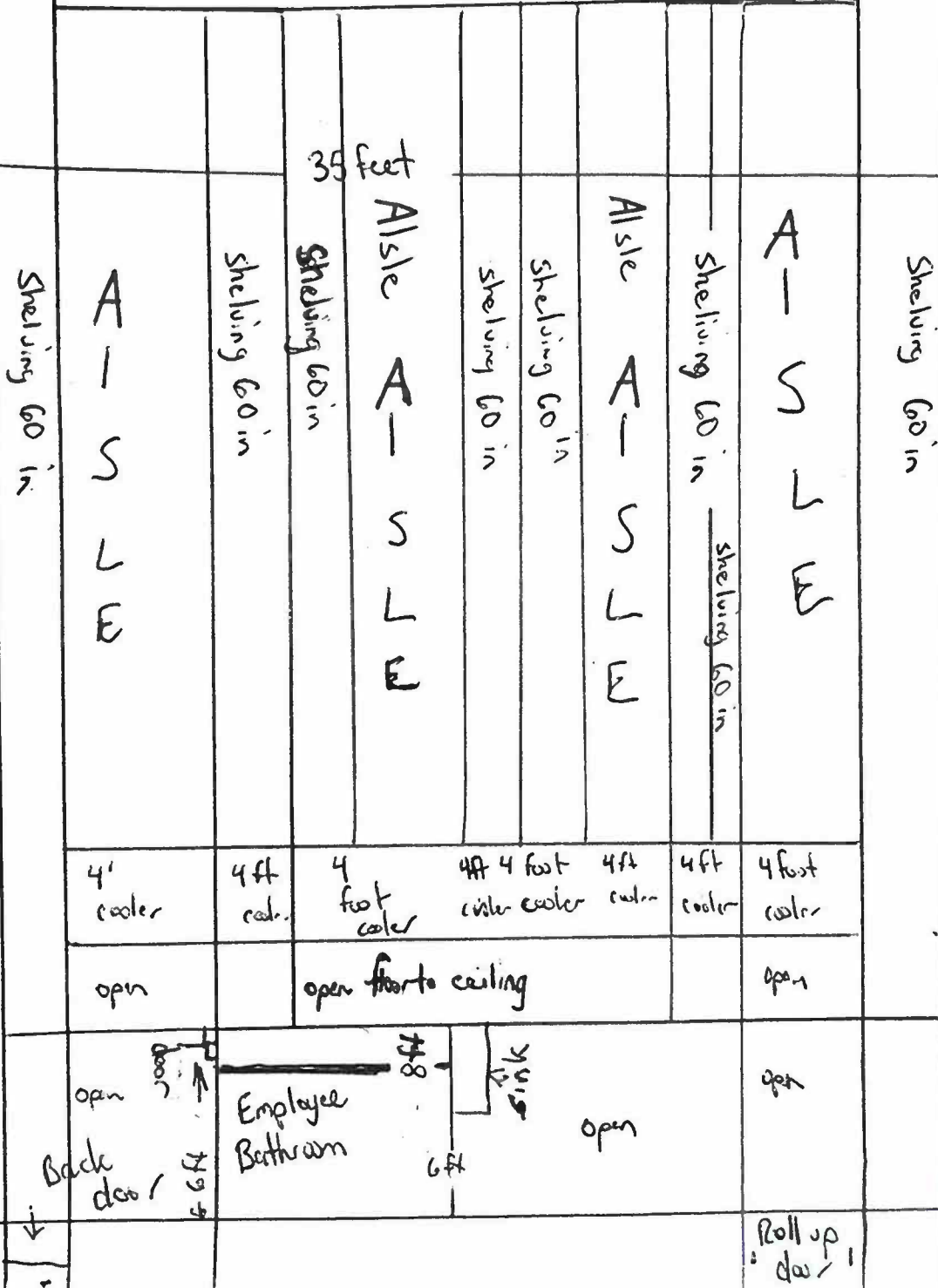
front door



ice machine

POS Counter 2 POS 1

open floor to ceiling



107 ft

107 ft

2953 Cobb Parkway NW, Suite 11/12, Kennesaw, GA 30152



City of Kennesaw Alcoholic Beverage Ordinances Section 6-100(a) provides that the “restriction [identified in Section 6-100(a)] shall not apply where the licensee is a hotel, motel, private club or **is located in a shopping center** or multiple-story business building”. We understand that our client’s property is located within the Mack Dobbs Point shopping center. Therefore, we understand that this restriction does not apply to our client. Please also see enclosed photos of the building and lease agreement.

VIA HAND DELIVERY

Mr. Darryl Simmons
Planning & Zoning Administrator
City of Kennesaw
September 28, 2004
Page 2

2. The total site area is comprised of 2.91 acres which will be utilized for the construction of a retail commercial development, excluding the following otherwise permitted uses under the HGB District:
 - a. Amphitheatres
 - b. Automobile Paint and Body Repair Shops
 - c. Automotive Parking Lots or Garages
 - d. Automotive Upholstery Shops
 - e. Pool Halls
 - f. Breeding and Boarding Kennels
 - g. Bus Stations
 - h. Coliseums and Stadiums
 - i. Community Fairs
 - j. Designated Recycling Collection Locations
 - k. Executive Golf Courses
 - l. Fraternity and Sorority Houses/Residential Halls
 - m. Golf Courses
 - n. Helicopter Landing Areas
 - o. Night Clubs
 - p. Non-Profit Fishing Lakes
 - q. Outdoor Driving Ranges
 - r. Overnight Travel Trailer Parks
 - s. Pawn Shops
 - t. Private Parks
 - u. Recreation Grounds
 - v. Rooming Houses and Boarding Houses
 - w. Taxi Stands and Dispatching Agencies
 - x. Theatres
 - y. Tire Recapping and Re-treading Facilities
 - z. Tattoo or Body Piercing Parlors or any Business which principally features sexually explicit products or drug related paraphernalia.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this date of Jul 17 2025 (the "Lease Execution") by and between **Mack Dobbs Properties LLC**, a Georgia Limited Liability Company ("Landlord"), and **Carni Spirits Corporation**, a Georgia Domestic Profit Corporation ("Tenant").

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, adequacy, and sufficiency, of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS AND FUNDAMENTAL PROVISIONS

1.1 Addresses for Bills & Notices:

Landlord: Mack Dobbs Properties, LLC
630 Willeo Road
Roswell, GA 30075
Email: tinoventuri@aol.com
Phone: (770) 653-1438

Tenant: Carni Spirits Corporation
Jeffrey Henley
Canton, GA 30115
Email: JHenley@TheCheesecakeFactory.com
Phone:

1.2 Common Areas: Those areas, facilities, utilities, improvements, equipment, and installations, in the Shopping Center which are from time to time designated by Landlord for the nonexclusive use or benefit of Landlord and tenants of the Shopping Center, their employees, agents, customers, licensees and invitees.

1.3 Shopping Center: That certain shopping center located at **2953 Cobb Parkway NW, Suite 11/12, Kennesaw, GA 30152** and more particularly depicted on Exhibit "A" attached hereto, as same may be altered, expanded, or reduced, from time to time at the discretion of Landlord.

1.4 Lease Term: [REDACTED] **Lease Term** commencing on the Rental Commencement Date and expiring at 5:00 P.M. (EST) on the last day of the last calendar month of the Lease Year. The first (1st) Lease Year shall consist of twelve consecutive full calendar months plus the partial month, if any, caused by the Rental Commencement Date falling on other than the first day of a calendar month. Each succeeding lease year shall be for a period of twelve (12) full calendar months.

1.5 Rent Schedule: The Tenant agrees to pay rent and operating expenses in accordance with the specified rates outlined in the below chart.

<u>Months</u>	<u>Monthly Base Rent</u>	<u>Monthly Est. OPEX</u>	<u>Rent/SF</u>	<u>Annual Base Rent</u>	<u>Annual Base Rent + OPEX</u>	<u>Annual Escalations</u>
1-3						
4-9						
10-12						
13-24						
25-36						
37-48						
49-60						

1.6 Initial Estimate of Operating Expenses: Landlord and Tenant hereby agree that Tenant's pro rata share of Operating Expenses (as defined in Section 3.3) are initially estimated to be [REDACTED] per square foot of the Premises per annum, and the estimate is itemized as follows:

<u>Operating Expenses</u>	<u>Per Annum</u>	<u>Per Month</u>	<u>Per Square Foot</u>
CAM, Insurance & Property Tax Expenses			

1.7 Intentionally Omitted.

1.8 Permitted Use: Tenant shall use the Premises solely for the following permitted use and for no other purpose whatsoever: **Liquor store sales, including but not limited to mixers, soft drinks and various point of purchase items typically found in such establishments.** Notwithstanding anything contained in this Lease to the contrary, any breach of this provision which is not cured within five (5) days of written notice from Landlord shall constitute a Tenant default. Landlord's failure to notify or provide notice of such default does not constitute an acceptance of such default and Landlord has the right during the entire term of the Lease and any extension periods to notify the Tenant of any default.

1.9 Permitted Trade Name: Carnisspirits

1.10 Premises: That certain space commonly known as **Suite #11/12** of the Shopping Center, consisting of approximately 2800 square feet, as more particularly described on Exhibit "A" attached hereto and made a part hereof by reference. The actual mailing address of Tenant shall be provided to Tenant by Landlord when Landlord receives notice from the appropriate governing authority that said mailing address has been established.

1.11 Advance Rent Deposit: [REDACTED] to be applied as the first month's Minimum Rent and Operating Expenses as due and payable by Tenant hereunder upon execution of this Lease. The Advance Rent Deposit shall be paid to Landlord concurrently with the execution of this Lease. See additional information at section 11.31.

1.12 Lease Commencement Date: The earlier of October 1st, 2025 or upon issuance and receipt of necessary packaged alcoholic beverage sale licensing permitting from the City of Kennesaw

1.13 Rental Commencement Date: Tenant shall have three (3) months of rent abatement and six (6) months of half abated rent upon Lease Commencement.

1.14 Security Deposit: [REDACTED] to be paid to Landlord as Security Deposit in accordance with the provisions of Section 3.4 herein upon Lease Execution. See additional information at section 11.31.

1.15 Option Period: Tenant shall have two (2) successive options to renew this Lease for a period of five (5) years each (each, a "Renewal Term"), upon the same terms and conditions as set forth in this Lease, except that Base Rent during each Renewal Term shall escalate at a rate of [REDACTED] annually. Tenant must provide Landlord with written notice of its intent to exercise each renewal option no later than one hundred eighty (180) days prior to the expiration of the then-current Lease term. Failure to timely deliver such notice shall result in the forfeiture of the applicable renewal option.

ARTICLE II
DEMISE OF PREMISES

2.1 Lease: Landlord hereby leases and demises to Tenant the Premises together with the nonexclusive right to use the Common Areas subject to the Rules and Regulations of the Shopping Center, attached hereto as Exhibit "E". Landlord reserves the right to amend the Rules and Regulations from time to time in its reasonable discretion.

2.2 Acceptance of Premises by Tenant: Notwithstanding Exhibit "B" ("Landlord's Work"), Tenant agrees to accept the Premises in an "ASIS, WHEREIS" condition as tendered by Landlord. Promptly upon the tender of possession of the Premises by Landlord to Tenant, Tenant shall commence and thereafter diligently pursue to completion all of Tenant's Work set forth on Exhibit "C" ("Tenant's Work") in the Premises in strict accordance with plans and specifications approved by Landlord. Tenant must open for business in the Premises within thirty (30) days of the Rental Commencement Date as defined in Section 1.12 above.

2.3 Early Access: Tenant shall be permitted access to the Premises prior to the Rental Commencement Date for the purpose of installing fixtures or for any other purpose permitted by Landlord after Tenant receiving permits and licensing. Such early entry will be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Rental Commencement Date had occurred, except for the payment of Minimum Rent and Operating Expenses shall commence on the Rental Commencement Date; it being specifically agreed and understood that Tenant shall pay all charges for water, heating, cooling and lighting from the date upon which Tenant is notified the Premises are available for Tenant's work or the date of Lease Execution in the event the Premises is accepted in its "AS-IS, WHERE-IS" condition.

2.4 Surrender of Premises: At the expiration, or earlier termination, of the Lease Term, Tenant shall surrender the Premises to Landlord in a good and broom clean condition, reasonable wear and tear excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures, or other personal property, permitted or required by Landlord to be removed by Tenant from the Premises.

ARTICLE III RENT AND OTHER CHARGES

3.1 Minimum Rent: Tenant hereby covenants to pay Minimum Rent, in advance, on a monthly basis on the first (1st) day of each calendar month during the Lease Term, without demand, deduction, or setoff whatsoever; it being specifically agreed and understood that the covenants of Tenant to pay Minimum Rent, Additional Rent, and all other Rent set forth in this Lease, are separate and distinct covenants of Tenant, not contingent upon the performance of any other terms or conditions of this Lease. Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

3.2 Utilities: Tenant shall promptly pay all charges for utilities and other services furnished to the Premises whether by Landlord or the applicable utility company. Landlord shall not be liable for any interruptions or curtailment in utility services whether for alteration, repair, or improvement, of the Premises or the Shopping Center. Tenant shall be responsible for any impact fees, tap fees, connection fees or any other fees imposed by any utility company or any governmental authority. Tenant shall maintain a quarterly HVAC maintenance program through the term of the lease. Landlord will deliver the HVAC system in good, working condition. Tenant will have a maximum liability of [REDACTED] per occurrence on all HVAC repairs and replacements through the first five years of the lease so long as the quarterly maintenance schedule is kept. Tenant shall be 100% responsible for all HVAC repairs and replacements after the first five (5) years of the lease term.

3.3 Operating Expenses: Tenant shall pay to Landlord along with its monthly installment of Minimum Rent, as "Additional Rent", Tenant's monthly share of all costs incurred by Landlord in maintaining, lighting, repairing, replacing, operating, cleaning, painting, sweeping, securing, managing, and insuring the portions of the Shopping Center which are the responsibility of Landlord hereunder, including, without limitation, payment of all insurance premiums (including Worker's Compensation insurance and fidelity bonds for personnel of Landlord [it being agreed and understood that Landlord may self-insure or internally perform other functions relating to the Shopping Center included in Operating Expenses, and, in such event, Landlord may include in Operating Expenses the reasonable and competitive cost of such functions performed internally by Landlord]) and taxes and assessments associated with the Shopping Center (collectively, the "Operating Expenses"). Tenant's annual share of Operating Expenses shall be computed by multiplying Operating Expenses by a fraction, the numerator of which shall be the number of square feet of the Premises and the denominator of which shall be the number of square feet of gross leasable area of the Shopping Center. Adjustments to estimates of Tenant's share of Operating Expenses shall be made on an annual basis, and adjustments shall be made as to underpayment or overpayment of Operating Expenses by Tenant upon the annual determination of the actual Operating Expenses for the Shopping Center. For purposes of calculating Operating Expenses, the maximum increase in the amount of the Operating Expenses that may be included in calculating such Operating Expenses for each calendar year after the calendar year which includes the Commencement Date shall be limited to [REDACTED] per calendar year on a cumulative, compounded basis.

3.4 Security Deposit: Tenant has concurrently with the execution of this Lease deposited with Landlord the Security Deposit which shall serve as security for the full performance of every term and provision of this Lease by Tenant. Landlord may apply all or any part of the Security Deposit to cure any default by Tenant hereunder, and Tenant shall promptly restore to the Security Deposit all amounts so applied upon demand by Landlord. If Tenant shall fully perform each term and provision of this Lease, any portion of the Security Deposit which has not been appropriated by Landlord in accordance with the provisions hereof shall be returned to Tenant, without interest, within thirty (30) days after the expiration of the Lease Term. Landlord may keep such funds in an interest bearing account and has the right to retain the interest earned on such funds.

3.5 Rent: As used herein, the term "Rent" shall include Minimum Rent, Additional Rent, Tenant's share of Operating Expenses and all other additional charges or sums payable to Landlord hereunder. All Rent shall be paid without demand, deduction or setoff whatsoever.

ARTICLE IV PERMITTED USAGE

4.1 Use: Tenant shall use, occupy, and operate in the whole of the Premises solely for the Permitted Use and for no other purpose whatsoever. Tenant covenants to continuously operate in the whole of the Premises solely utilizing the Permitted Use and Trade Name during minimum business hours of 10:00 A.M. to 7:00 P.M., six days per week. Tenant shall not, without Landlord's prior written consent, use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises or the Shopping Center, and Tenant shall pay as Additional Rent the amount of any such increase promptly upon demand by Landlord. Tenant shall observe faithfully and comply strictly with all rules and regulations which Landlord may from time to time adopt for the safety, operation, care, and cleanliness, of the Shopping Center or the preservation of good order therein (the "Rules and Regulations"). Landlord shall not be liable to Tenant for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other tenant in the Shopping Center.

4.2 Control by Landlord: Landlord shall have the right at all times, in its sole discretion, to change the size, location, elevation, nature or use of any portion of the Common Areas, the Shopping Center, or any part thereof, as Landlord may from time to time determine, including the right to change the size of building(s), to erect buildings thereon, to sell or lease part or parts thereof, to change the location, size or scope of the landscaping and buildings, to assign parking spaces, and to make additions to, subtractions from, or rearrangements of, said buildings. During the term hereof, Landlord upon giving at least sixty (60) calendar days prior written notice to Tenant shall have the right to transfer Tenant from the Premises to any other like available space in the Shopping center of substantially equal area, which space shall, once Tenant has been relocated therein, be deemed the "Premises". Landlord agrees to bear the expense of such transfer, as well as the expense of any renovations or alterations necessary to make the new space conform substantially in layout and appointment with the original Premises. Tenant shall have the right to remove all of its leasehold improvements from the Premises pursuant to such relocation provided that Tenant repairs any damage caused by such removal. Failure of Tenant to cooperate shall constitute an event of default pursuant to this Lease. Tenant may, within ten (10) days following its receipt of notice of relocation from Landlord, elect by written notice to Landlord to terminate this Lease effective thirty days after the date of Tenant's notice. In the event of any termination of this Lease by tenant pursuant to this Section, each party shall be relieved of all further rights, duties, liabilities or obligations under and with respect to this Lease, except that no such termination shall relieve Tenant of any liability or obligation, whether for payment of rentals or otherwise, which shall be payable or shall have accrued or be owing prior to the effective date of such termination (such liability to survive any such termination). **However, due to the restrictive nature of the laws governing package stores selling malt beverages, wine, and distilled spirits by the package, no such physical move or change of the dimensions of the Premises shall be permitted unless and until such new location shall receive all necessary and proper governmental licenses and permits necessary to certified to Tenant that such a proposed move or change of the dimensions of the Premises will not keep Tenant from operating its intended business as originally granted by this Lease. Further, all costs associated with this certification, including Tenant's reasonable and actually incurred legal expenses to secure all required governmental licenses and permit necessary to operate its business will be covered by Tenant .**

4.3. Tenant Parking: Tenant shall cause all of its employees to park in the areas designated for such employee parking by Landlord. Landlord may enforce towing of vehicles and/or tagging parking violation stickers or notices to vehicles should Tenant or employees fail to park in designated parking areas.

4.4 Environmental Compliance: Tenant hereby agrees that: (a) Tenant shall conduct all of its operations at the Premises in compliance with all Environmental Laws, which term shall mean federal, state or local law, regulation, ordinance or the like governing, addressing or relating to Substances, as hereinafter defined; (b) Tenant will not permit any Hazardous Substances to be brought into or stored on the Premises, except for the temporary storage in reasonable quantities of materials that are used in the ordinary course of the Permitted Use, provided such materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord, provided that Tenant shall have obtained any required permits and shall pay any fees and provide any testing required by any governmental agency in connection therewith, and provided such materials shall be removed and disposed of by Tenant in accordance with all Environmental Laws and any required cleanup procedures shall be diligently undertaken by Tenant pursuant to all Environmental Laws; (c) Tenant will advise Landlord promptly in writing of any claim raised by any private party or governmental agency or relating to any use, discharge, dumping, spill or storage of any Hazardous Substance in any way affecting the Premises or the surrounding area; (d) no portion of the Premises will be used as a landfill or a dump; (e) Tenant will not install any underground or above-ground storage tanks of any type; (f) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance. Landlord or Landlord's representative shall have the right, but not the obligation, to enter the Premises for the purpose of inspection to ensure compliance with all Applicable Laws, including all Environmental Laws. To the extent that Hazardous Substances are found to exist during any

inspection or sampling event, Tenant shall be responsible for the expense of the inspection and sampling, as well as the expense of remediating the Hazardous Substances. Tenant shall indemnify, defend, and hold harmless Landlord from and against all claims, actions, damages, liability, and expense, of any nature whatsoever, foreseen or unforeseen as may result from Tenant's action or non-action with regard to its obligations under this Section or from Tenant's use of dry-cleaning solvents and dry-cleaning equipment at the Premises, including, without limitation, any claims for personal injury, property damage, or environmental damage that may result from Tenant's operation of a dry-cleaning business at the Premises. The costs for which Landlord is indemnified under this provision shall include, without limitation, legal fees, environmental consulting and engineering fees, and other professional or expert fees, which Landlord shall incur. The provisions of this Section 4.4 shall survive the expiration or early termination of this Lease.

As used herein, the term "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under federal, state, or local laws, including without limitation, as: (i) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (ii) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (iv) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) a material or substance presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. "Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

ARTICLE V ALTERATION, REPAIR, AND MAINTENANCE

5.1 Alterations by Tenant: Tenant shall not make any alterations (including, but not limited to, alterations to the exterior, the storefront, signs and/or utility lines or systems within or serving the Premises), nor secure any fixture or apparatus, to the Premises without Landlord's prior written approval, and Tenant shall promptly remove upon order from Landlord any decoration or alteration made or installed upon the Premises without Landlord's written consent. Landlord shall have the right to run utility lines, pipes, roof drainage pipes, conduit, wire, ductwork, or sprinkler systems, where necessary, through, in, or beneath, the Premises, and maintain same in a manner which does not unduly interfere with Tenant's use thereof. All alterations, fixtures, betterments, and improvements, made to, or installed upon, the Premises shall remain upon the Premises, and shall become Landlord's property upon the expiration or earlier termination of this Lease, unless Landlord shall require Tenant to restore the Premises to its original condition.

Tenant shall ensure that no mechanic's or materialmen's liens attach to the Premises in connection with any alterations. Tenant shall, at its sole cost, promptly discharge or bond over any such lien. Landlord's consent to any alterations does not waive this requirement.

Landlord shall be responsible for maintaining and/or repairing the foundation and the structure of the Shopping Center and replacement of the roof of the Shopping Center, if necessary, only. All other required maintenance, repairs and replacements shall be the sole responsibility of Tenant.

5.2 Repairs by Tenant: Tenant shall keep by routine maintenance, repair, and replacement, at its sole cost and expense, the interior of the Premises, together with the storefront and all door frames, doors, plate glass and windows of the Premises, and all electrical, plumbing (including stoppages outside the Premises caused by the business of, or negligence of Tenant, his agents, employees, or invitees), heating, ventilating, air conditioning, sprinkler systems, and any other mechanical installations serving the Premises or located therein, whether or not in or under the floor slab or on the roof of the Premises, in good condition and working order. Tenant shall contract for any necessary pest control or exterminating services for the Premises. Tenant agrees to employ a suitable contractor approved by Landlord to perform Tenant's obligations for maintenance of the heating,

cooling and ventilating units of the Premises, including at least semiannual inspections and cleaning of the system together with such servicing as each such inspection shall disclose, or as shall otherwise be reasonably required by Landlord. Tenant shall furnish to Landlord, a copy of the service report(s) on an annual basis for the year immediately preceding. In the event Tenant fails to perform its maintenance, repair, or replacement obligations as provided herein, Landlord may, at its option, perform such remedial action on behalf of Tenant, and Tenant agrees to pay to Landlord, as Additional Rent, the cost thereof plus fifteen (15.0%) percent overhead promptly upon demand by Landlord.

5.3 Liens: Tenant hereby indemnifies Landlord against, and shall keep the Premises and the Shopping Center free from, liens for any work performed, material furnished, or obligations incurred, by or on behalf of Tenant and shall discharge or bond any lien filed within ten (10) days after filing. If Tenant fails to do so, Landlord, in addition to all other rights and remedies under this Lease, including the right to declare Tenant in default, may bond or pay the lien or claim for the account of Tenant, without inquiring into the validity thereof, and such bond or payment plus any expenses, including attorney's fees, incurred by Landlord, shall be deemed Additional Rent due from Tenant to Landlord in the same manner as the Rent next due.

5.4 Signs and Displays: Tenant shall not place or have placed and maintained on or within the Premises any sign, awning, or advertising, visible from the exterior of the Premises not first approved in writing by Landlord. Tenant may not tint or cover the display windows or doors of the retail storefront without the express written consent of Landlord. Landlord shall have the exclusive right to use the roof, and Tenant shall not affix any sign or aerial to the roof of the Premises.

ARTICLE VI CASUALTY AND CONDEMNATION

6.1 Casualty: Landlord shall have the right, upon thirty (30) days prior written notice to Tenant, to terminate this Lease in the event

(i) the Premises is damaged by fire or other casualty to the extent of more than ten (10.0%) percent of the replacement cost thereof,

(ii) the Shopping Center is damaged by fire or other casualty to the extent of ten (10.0%) percent or more of the replacement cost thereof, (iii) any damage to the Premises cannot, in Landlord's sole discretion, be repaired within ninety (90) days of the date of such damage, or (iv) the Premises is damaged or destroyed during the last thirty (30%) percent of the Lease Term, or during any renewal or extension term of this Lease. If Landlord should elect to repair or rebuild the Premises because of any damage or destruction, Tenant shall replace all work and improvements originally installed or performed by Tenant at Tenant's expense.

6.2 Condemnation: If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant (as reasonably determined by Landlord), shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Shopping Center is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award, which may be made in such taking or condemnation. In the event of a partial taking, which does not result in the termination of this Lease, Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

ARTICLE VII INSURANCE AND INDEMNIFICATION

7.1 Insurance: Tenant shall maintain at its sole expense, commencing upon the date Tenant takes possession of the Premises and continuing throughout the Lease Term, commercial general liability insurance covering the Premises in a combined single limit amount of not less than [REDACTED] with a [REDACTED] aggregate limit, naming Landlord and any mortgagee(s) of the Shopping Center as additional insureds thereunder. Tenant shall also keep in force, at its sole expense, plate glass, fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, 100% of inventory, 100% of trade fixtures, 100% of furnishings and other personal property, naming Landlord and any mortgagee(s) of the Shopping Center as additional insureds thereunder. The fire and extended coverage insurance maintained by Tenant shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy (Tenant for itself, its successors and assigns, hereby waives any right of recovery against Landlord, its successors or assigns, by virtue of any casualty to the Premises or the Shopping Center). In addition, Tenant shall keep in force workman's compensation or similar insurance to the extent required by law. Tenant shall keep in force Automobile Liability insurance for Owned, Hired, and Non-Owned

vehicles, Business Interruption insurance and any Environmental Insurance necessitated by Tenant's use of the Premises. Tenant shall deliver said insurance policies or certificates thereof to Landlord within ten (10) days of the commencement of the Lease Term; Landlord having the right, at its sole discretion, to approve the insurance carrier utilized by Tenant in connection with the Premises. Should Tenant fail to effect the insurance called for herein, Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended plus fifteen (15.0%) percent as overhead to Landlord, as Additional Rent, immediately upon demand. Each insurer under the policies required hereunder shall agree by endorsement on the policy, or by independent instrument furnished to Landlord, that it will give Landlord at least thirty (30) days prior written notice before any policy or policies affecting the Premises shall be altered or cancelled. Each policy of insurance referred to herein shall be issued by companies rated A+ or better by the most recent issue of Best's Insurance Reports, domiciled in the U.S.A., and authorized to issue such insurance in the state where the Premises are located, and the policies referred to herein shall name as the insured parties thereunder Landlord (including its agents and other parties designated by Landlord) and Tenant, as their interests may appear. The proceeds of such insurance shall not be used, except with the consent of Landlord, for any purpose other than the repair or replacement of property situated within the Premises, and for any third party liability. Any deductible amounts under any insurance policies required hereunder shall not exceed

If the Permitted Use includes sale and/or serving of alcoholic beverages, insurance covering any claims arising under applicable laws relating to the storage, sale, use or giving away of any fermented, alcoholic or other intoxicating liquor or beverage, which claims could be asserted against Landlord, Tenant or the Premises, in amounts and form reasonably acceptable to Landlord. Tenant shall not be permitted to store, sell or give away any such fermented, alcoholic or other intoxicating liquor or beverage on the Premises unless Landlord shall have specifically consented thereto in writing, such use shall be within the Permitted Use, Tenant shall have obtained all required licenses and permits in connection therewith, and such licenses and permits shall be in full force and effect.

7.2 Indemnification: Tenant hereby agrees to indemnify and hold Landlord, and any mortgagee(s) of the Shopping Center, harmless from any and all injury or death, claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Premises or the Shopping Center, (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant, (c) any act, omission or negligence of Tenant, its agents, employees, invitees or contractors. Tenant further releases Landlord from liability for any damages sustained by Tenant or any other person claiming by, through or under, Tenant due to the Premises, the Shopping Center, or any part thereof, or any appurtenances thereto, becoming out of repair, or due to the happening of any accident, including, without limitation, any damage caused by water, snow, windstorm, tornado, broken glass, roof leaks, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus, and from any acts or omissions of cotenants or other occupants of the Shopping Center. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever, except the affirmative acts of proven gross negligence of Landlord, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with Sections 7.1 and 7.2.

ARTICLE VIII DEFAULT AND REMEDIES

8.1 Events of Default: In the event Tenant (i) fails to pay all or any portion of any sum due from Tenant hereunder or pursuant to any exhibit hereto as and when such payment is due; (ii) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (iii) fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions of this Lease; (iv) fails to conduct business in the Premises as herein required; (v) commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any Lease Year; (vi) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets, files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this subsection being deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any guarantor of this Lease); (vii) commits waste to the Premises; or (viii) is otherwise in breach of Tenant's obligations hereunder and shall not have cured such default within ten (10) days following written notice from Landlord; then Tenant shall be in default hereunder and Landlord may, at its option and without further notice to Tenant, terminate Tenant's right to possession of the Premises and without terminating this Lease reenter and resume possession of the Premises and/or declare this Lease terminated, and may thereupon in either event remove all persons and property from the Premises, with or without resort to process of any court, either by force or otherwise. Notwithstanding such

reentry by Landlord, Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage, which Tenant may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Premises abrogate Tenant's agreement to pay Rent for the full Lease Term. Following reentry of the Premises by Landlord, Tenant shall continue to pay all Rent as it becomes due under the terms of this Lease, or at Landlord's option, all Rent for the balance of the Lease Term shall be deemed immediately due and payable by Tenant to Landlord, together with all other expenses incurred by Landlord in regaining possession, including full reimbursement of any and all free rents or abated rents as well as all unamortized, excluding any term associated with free or abated rent, leasing commissions and tenant improvement costs which were incurred by Landlord in connection with this Lease; it being understood that Landlord shall have no obligations to mitigate Tenant's damages by re-letting the Premises. Should Landlord re-let the Premises, Tenant shall also pay Landlord, as liquidated damages for the failure of Tenant to honor its obligations under this Lease, for each month of the period which would otherwise have constituted the balance of the Lease term, any deficiency between (i) the sum of the monthly installment of Minimum Rent and Additional Rent and other charges which would have been due under this Lease for such month and (ii) the net amount, if any, actually collected on account of the lease of the Premises for such month. In computing such liquidated damages, there shall be added to said deficiency such expenses as Landlord may incur in connection with any reletting, such as court costs, reasonable attorney's fees and disbursements, brokerage fees and expenses for preparing the Premises for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the 1st day of each month, and any suit brought to collect the amount of deficiency for any month shall not prejudice the rights of Landlord to pursue similar proceedings regarding subsequent months.

8.2 Rights and Remedies: The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other rights or remedies which Landlord may be entitled to at law or in equity. The exercise of one or more rights or remedies of Landlord shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right, upon notice to Tenant, to cure any breach by Tenant, at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such costs and expenses plus fifteen (15.0%) percent as overhead, immediately upon demand.

ARTICLE IX ASSIGNMENT AND SUBLETTING

9.1 Assignment and Subletting: Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "Transfer"), without the express prior written consent of Landlord, which consent will not be unreasonably withheld or delayed. Tenant shall not be released from, and shall remain principally and primarily liable for, the full and prompt performance of each of the terms and provisions of this Lease following any Transfer. The acceptance by Landlord of Rent following any Transfer shall not be deemed to be a consent by Landlord to any such Transfer, nor shall such acceptance of Rent be deemed a waiver of any right or remedy of Landlord hereunder.

ARTICLE X ATTORNMEN AND SUBORDINATION

10.1 Attornment: Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the Lease Term, as renewed or extended.

10.2 Subordination: This Lease is, and shall be, subordinate to the lien of any mortgage, security deed, deed of trust, or the lien resulting from any other method of financing or refinancing now or hereafter in force in connection with the Shopping Center (collectively, "Mortgages"), and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations, and replacements thereof. The aforesaid provisions shall be selfoperative, and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages as shall be requested by Landlord and any mortgagee(s) of the Shopping Center. Tenant hereby irrevocably appoints Landlord the attorneyin fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice.

ARTICLE XI MISCELLANEOUS

11.1 Attorney's Fees: If any Rent, Additional Rent, Additional Charges or other charges owing under this Lease are collected by or through an attorney at law, the Landlord shall be entitled to recover reasonable attorneys' fees actually incurred, as well as the other costs of such proceedings.

11.2 Late Charges: All Rent not paid when due shall bear interest at the highest legal rate not to exceed eighteen percent (18%) per annum calculated from the due date of such Rent. Tenant shall, in addition, pay as Additional Rent a fee of [REDACTED] for processing of late payments. In the event that any check, bank draft or other instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to Landlord (i) Landlord shall be entitled to make an administrative charge to Tenant of [REDACTED] Dollars per event, (ii) Tenant shall replace such check with a cashier's check within 24 hours of notice (oral or written) to Tenant by Landlord of the dishonor, and (iii) Landlord shall have the right to elect that the next six (6) subsequent monthly installments of Minimum Rent and Additional Rent be paid by cashier's checks.

11.3 Accord and Satisfaction: No payment by Tenant or receipt by Landlord of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment 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 any amounts due hereunder or to pursue any other remedy provided herein.

11.4 Time of Essence: TIME IS OF THE ESSENCE OF THIS LEASE.

11.5 Holding Over: If Tenant holds over at the end of the Lease Term without the written consent of Landlord, Tenant shall be deemed a tenant at sufferance and Tenant shall pay to Landlord, during each month of such holdover period, as liquidated damages, a sum equal to double the highest amount of Rent paid by Tenant to Landlord during any month of the Lease Term; provided, however, acceptance of Rent by Landlord shall not be interpreted as a grant of permission for Tenant to continue in possession of the Premises.

11.6 Severability: In the event any provision of this Lease to any extent shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the Lease and the remaining provisions thereof shall be valid and enforceable to the full extent permitted by law.

11.7 Brokers: Tenant indemnifies Landlord, and Landlord indemnifies Tenant, against any claims for brokerage commissions in connection herewith, except for a brokerage commission due and payable to [Rise Property Group] ("Broker"), which Landlord shall pay pursuant to a separate agreement.

11.8 Waiver: No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision. Landlord's consent to, or approval of, any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent act. No agreement by Landlord to accept Tenant's surrender of the Premises shall be valid unless in writing from Landlord.

11.9 Right of Entry: Landlord shall have free access to the Premises at all reasonable times to inspect the Premises and to make such repairs, additions, improvements, changes, or alterations, to the Premises or the Shopping Center, as Landlord may elect. Landlord may also place "For Lease" or "For Sale" signs on the Premises forty-five (45) days before the termination of this Lease. Landlord or its agents or designees, during the Term of this Lease, or any renewal thereof, may enter the Premises at reasonable hours to exhibit same to prospective purchasers or Tenants, or for any other reasonable purpose.

11.10 Successors and Assigns: Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

11.11 Headings, Captions and References: The Article and Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole, except where noted otherwise.

11.12 Survival of Obligations: The provisions of this Lease with respect to any obligation of Tenant, including, without limitation, any indemnities of Tenant contained in this Lease, and Tenant's covenant to pay Rent, shall specifically survive the expiration or earlier termination of this Lease.

11.13 Landlord and Tenant Relationship: Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. No estate shall pass from Landlord to Tenant, and this Lease shall not be subject to levy or sale.

11.14 Intentionally Omitted.

11.15 Notices: Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery (including, without limitation, any nationally or regionally recognized overnight delivery service such as Federal Express), or by U. S. Certified Mail, postage prepaid, return receipt requested. If notice is to be sent to Landlord, such notice shall be addressed to Landlord, at the address set forth in Section 1.1 of this Lease. If notice is to be sent to Tenant, such notice shall be addressed to Tenant at the address set forth in Section 1.1 of this Lease, or by posting such notice to the Premises. Notices and demands shall be deemed to have been given (i) upon the date of depositing in the U.S. Mail, if sent by Certified Mail, (ii) upon delivery if personally delivered, (iii) upon posting, if posted to the Premises and/or (iv) by courier service or overnight mail.

11.16 Representations: Tenant acknowledges that neither Landlord, nor Landlord's agents, employees, or contractors have made any representations or promises with respect to the Premises, the Shopping Center, or this Lease, except as expressly set forth herein.

11.17 Landlord's Liability: In the event of any alleged default of Landlord, Tenant shall not seek to secure any claim for damages or indemnification by any attachment, levy, judgment, garnishment or other security proceedings against any property of the Landlord other than Landlord's equity in the Shopping Center; it being agreed and understood, however, that the maximum recovery by Tenant against Landlord shall be in an amount equal to the lesser of (i) the net worth of Tenant as of the date of Tenant's claim against Landlord, or (ii) Landlord's equity interest in the Shopping Center. Landlord as used herein, shall include any assignee or other successor of the original Landlord or its successors or assigns.

11.18 Jurisdiction: The laws of the State in which the Shopping Center is located shall govern the interpretation, validity, performance, and enforcement, of this Lease.

11.19 Compliance with Law and Contracts. Tenant shall, at its expense, comply with and shall cause the Premises and Tenant's employees to comply with all Applicable Laws at all times during the Lease Term. Without limiting the foregoing, Tenant covenants and agrees to (a) conduct its operations on the Premises in a way that does not violate the Applicable Laws, and (b) take promptly, at its expense, whatever corrective measures are required by the Applicable Laws in the event of a violation. Tenant shall also, at its expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Premises, and with the provisions of all contracts, agreements and restrictions affecting the Premises or any part thereof or the occupancy or use thereof. In addition, Tenant shall pay, as Rent, any future sales or rent tax or other tax imposed on Rent payments or upon Landlord based upon charges paid by Tenant to Landlord.

"Applicable Laws" shall mean all laws, rules, orders, ordinances and regulations of the municipality, county and state in which the Premises are located, of the federal government, of any department or bureau of any of them, and of any other governmental authority having jurisdiction over the Premises, in effect from time to time during the Lease Term, which shall impose any duty on Landlord or Tenant with respect to the use, occupancy or alteration of the Premises, or Tenant's business conducted therein, including Environmental Laws and the Americans with Disabilities Act.

11.20 Authority and Good Standing. In the event Tenant hereunder is a corporation, limited liability company, partnership, or any other form of entity other than a natural person, the person(s) executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant has been properly formed, is in good standing and is qualified to do business in the state in which the Shopping Center is located; all forms, reports, fees, taxes, and other documents and charges required to establish and maintain Tenant's good standing, qualification to do business and compliance with applicable laws have been and will continue to be filed and paid by Tenant when due; and such person(s) executing this Lease on behalf of Tenant are duly authorized by the appropriate persons or governing body of Tenant to execute and deliver this Lease on behalf of Tenant.

11.21 Estoppel Certificates: Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge, and deliver, to Landlord, or to such other party as may be designated by Landlord, a certificate stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all

conditions and agreements hereunder to be performed by Landlord have been satisfied or performed, except as set forth in said certificate; that Tenant is not in default in the payment of Rent or any of the other obligations required of Tenant hereunder; and that Tenant has paid Rent as of the date set forth in the certificate.

11.22 Entire Agreement: This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party. The submission of this Lease shall not constitute an offer to Lease by Landlord and this Lease shall not be binding unless and until it is signed by Landlord and Tenant.

11.23 Exhibits and Addenda: All exhibits and addenda attached to this Lease are by this reference incorporated into this Lease. Insofar as such exhibits or addenda conflict with any of the terms or provisions contained in the text of this Lease, the terms and provisions of such exhibit or addenda shall govern and control.

11.24 Intentionally Omitted.

11.25 Lease Valid and Binding: Notwithstanding that the Rent Commencement Date shall occur and the Lease Term shall commence after the date of execution of this Lease, upon complete execution by the parties hereto this Lease shall be and is in full force and effect and valid and binding against the parties in accordance with (but always on and subject to) its terms and conditions, except that this Lease shall terminate if for any reason the Rent Commencement Date shall not have occurred prior to the second anniversary of the date hereof.

11.26 No Representations: Nothing contained in this Lease or any exhibit or rider attached hereto shall be construed, deemed or interpreted to be a warranty, representation or agreement on the part of Landlord that any local, regional or national chain store or any other merchant shall open or remain open for or operate a business, or occupy or continue to occupy any premises in or about the Shopping Center parcel during the Lease Term or any renewal or extensions thereof.

11.27 Errors and Omissions: In the event that any inadvertent or unintentional clerical error(s) are made with respect to this Lease including (without limitation) square footage, operating expense estimates and other clear mathematical error(s) with respect to Minimum Rent or Additional Rent due hereunder whether said errors are in Landlord's or Tenant's favor, then both parties hereto agree to cooperate fully in order to correct said error(s) via an amendment to this Lease as required. This provision shall also apply to exclusive use violations, which may inadvertently occur from time to time within the Shopping Center, which must be cured in the same manner as the aforementioned.

11.28 No Presumption Against Drafter: Landlord and Tenant understand, agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) that, in any controversy, dispute, or context over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

11.29 Rights Cumulative; No Waiver. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of such stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of 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 provided in this Lease.

11.30 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

11.31 Lease Contingency. This Lease is contingent upon Tenant obtaining all necessary licensing and permitting, including approval from the City of Kennesaw, to operate its business for the proposed use of selling packaged alcohol on the premises. Tenant shall begin the submission of the required applications for such licensing and permitting within ten (10) days following full execution of this Lease and shall diligently pursue all necessary approvals. Tenant shall provide Landlord with written proof of application submission within two (2) days of such submission. If, after four (4) months, Tenant is unable to obtain the required licensing and permitting or is only offered said license with conditions which are deemed by Tenant to be

unreasonable for its intended operation, despite good faith efforts, this Lease shall be deemed null and void upon Tenant's delivery to Landlord of written documentation evidencing such denial or unreasonable conditions. In such event, the Tenant's Security Deposit will be returned to Tenant. The Tenant's paid "first month's rent" will be retained by Landlord, not as a penalty, but as a fair estimate of liquidated damages due to Landlord. At which point neither party shall have any further obligation to the other.

- 11.32 Exhibits:
- A. Site Plan
 - B. Landlord's Work
 - C. Omitted
 - D. Sign Criteria
 - E. Rules and Regulations
 - F. Guaranty

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal the day and year first above written.

LANDLORD: **MACK DOBBS PROPERTIES LLC**

Witness: _____

Date: _____

By: Celestino Venturi

Name: Celestino Venturi

Its: Managing Member

LANDLORD: **CARNI SPIRITS CORPORATION**

Witness: _____

Date: _____

DocuSigned by:
Jeffrey S. Henley
DDA57F814A634B1...
By: _____
Name: Jeffrey S. Henley
Its: Owner

Exhibit "A"
Site Plan



EXHIBIT "B"
Landlord's Work

Tenant shall take possession of the Premises in As-Is condition.

EXHIBIT "C"

Omitted.

EXHIBIT "D"

Sign Criteria

All signs will be with the approval of the Landlord, such approval not to be unreasonably withheld. The location of the sign will be determined by the Landlord. The construction and erection of the sign will be done at Tenant's sole expense by a sign company recommended by Landlord in order to assure conformity of design, material and final appearance.

A. Primary Signs

1. Each merchant shall be limited to one (1) primary sign consisting of individually illuminated letters mounted to a raceway with painted aluminum channels. The acrylic faces shall be white or other color proposed by the tenant and approved by the Landlord.

Note: Merchants located at the outside corner of the shopping center may have an additional sign if it meets the requirements set forth in this specification and has the approval of the Landlord.

2. The overall size of the sign shall vary with a minimum two feet (2') setback from the adjacent shops on each side or the end of the building. The maximum sign length shall not exceed 70% of the length of the store front. The sign height shall fit within the tenants lease space, the overall size restrictions and be approved by the landlord.

B. Approval

1. All signage shall be reviewed by the Landlord prior to the fabrication and installation. Shop drawings shall be submitted to the Landlord for approval which indicates the following:
 - a. Sign and spacing of letters
 - b. Type and color of materials for letters
 - c. Installation methods (see attached detail)
2. The shop drawing submittal shall include four (4) sets of prints. Sign previously used by merchants must conform to the conditions and limitations of this document. Any re-use of an existing sign must conform to new signage specification and be approved by the Landlord.

C. Permits

1. Permits are required by the county, prior to the erection of any temporary or permanent signs. The Landlord's signature is required on all drawings submitted to the county for permits. After obtaining design approval from the Landlord, each Merchant shall obtain the required permits from the local jurisdiction of the county. The Landlord will require a copy of this permit prior to installation of any sign.

D. Restrictions

1. All shop merchant signs shall consist of the nature of the store only. Sign graphics and colors will be limited to the merchants nationally recognized trademark, logo and/or logotype.
2. The fabrication, installation and operation of all signs shall be subject to the following restrictions:
 - a. No flashing, moving or blinking illumination will be permitted.
 - b. No animation shall be permitted.
 - c. The name and/or stamp of the sign company shall not be exposed to view.
3. The following type of signs are prohibited:
 - a. Outrigger signs
 - b. Moving signs
 - c. Rooftop signs
 - d. Iridescent signs
 - e. Painted signs
 - f. Exterior neon signs (neon shall be permitted on the interior side of storefront glass)
4. No sign will be placed in the final position without approval of the Landlord.

5. All signs shall be fabricated and installed in compliance with all current applicable building codes and the county sign ordinance.
6. Temporary promotional signs require approval of Landlord unless prior approval is conveyed in Merchant's/Tenant's Lease.
7. The term sign shall also apply to balloons, banners, canopies, vehicles, towers, floats, etc.
8. The Landlord reserves the right to remove any sign in the event of major new construction to the buildings.
9. All signs shall be UL listed and comply with requirements of the Georgia
10. Required cut off switches shall be constructed as an integral part of the sign or remotely located as allowable by code. Either configuration shall be located so as not to be visibly obtrusive and approved by the Landlord.

E. Major Merchant Signage

1. All race tracks will be painted a standard color to match the building Service or information signage may be incorporated into major signage.
2. The number and location of signs will be approved by the Landlord and Landlord's Architect.
3. Major merchants may display nationally recognized logo type, signs and trademarks that exceed specified sign limits. These signs may include back-lit awning and/or cabinet type sign. Designs must be submitted to the Landlord for approval. Major merchants may also display a sign which lists services but these signs must conform to the county sign ordinance and this specification.
 - a. The use of neon signage shall be permitted if all neon tubing and equipment is located on the interior side of the storefront and is protected from the public.
 - b. Signs, symbols and/or trademarks must have preliminary approval from Landlord with final approval based on shop drawings showing size, material, color and overall dimensions in relation to the storefront.
 - c. Federal or State registered Trademarks or service marks may be used with approval of the Landlord and employ additional colors if conforming to county requirements.

F. Freestanding Signs

1. The location and design of traffic control signs and handicapped parking signs shall meet county requirements.
2. Outparcel tenants will be allowed a freestanding signs as per the attached drawing provided that the tenant has the Landlord's approval and the sign is in accordance with the county sign ordinance.

EXHIBIT "E"
Rules and Regulations

- (1) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.
- (2) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises and the Shopping Center.
- (3) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. If Tenant shall place any garbage or refuse outside of the Premises other than in compliance with the preceding sentence, after a one-time notice from Landlord that Tenant is not in compliance herewith, on each subsequent occasion that such garbage or refuse is left outside the Premises, and without further notice, Landlord shall be entitled to remove such garbage or refuse and Tenant shall pay to Landlord liquidated damages [REDACTED] for each such violation, with Landlord's right to collect such liquidated damages to be in addition to any and all other remedies of Landlord provided in the Lease for default by Tenant, including the right to collect actual expenses incurred in curing such default by Tenant. Any articles of personal property of any nature whatsoever placed outside of the Premises shall be considered abandoned and shall be deemed to be garbage or refuse which is subject to the terms of the preceding sentence. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. If Tenant arranges for its own garbage and refuse removal, the provider of such service and the schedule for removal must be approved in advance by Landlord, and all garbage and refuse must be removed by the approved provider in accordance with the approved schedule unless and until Landlord agrees to any modification thereof. Tenant shall pay the cost of removal of all of Tenant's garbage or refuse, whether Landlord or Tenant shall arrange for same. Tenant shall not burn any trash or garbage of any kind in or about the Premises or the Shopping Center.
- (4) No aerial or any other device or structure, including television or satellite dish, shall be erected on the roof or exterior walls of the Premises, or on the Shopping Center, without in each instance the prior written consent of Landlord. Any device so installed without such written consent shall be subject to removal without notice at any time. All costs and damages incurred by Landlord related to the violation of this paragraph shall be due and payable as Additional Rent hereunder on demand by Landlord.
- (5) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (6) Tenant shall sweep the sidewalk in front of the store and keep the windows and sills clean. The areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas. No sidewalk sales shall be permitted by Tenant without Landlord's prior written consent in each instance, which consent may be withheld in Landlord's sole and absolute discretion, and if granted, may be subject to any conditions Landlord may deem appropriate.
- (7) Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord. Tenant shall from time to time furnish Landlord with state automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees.
- (8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.
- (9) Tenant shall keep the signs, exterior lights and display window lights on the Premises lighted each and every day of the Lease Term during the hours designated by Landlord.
- (10) Tenant shall operate its business in a manner that does not create a nuisance or cause disturbances on or about the Premises or the surrounding property. Tenant shall not permit any disorderly, disruptive, or unlawful behavior by its customers, employees, agents, or invitees that could interfere with the quiet enjoyment of the property by other tenants or neighbors, or that could negatively impact the reputation, safety, or operations of the Property. Tenant shall take all reasonable measures, including but not limited to security protocols, signage, and staff oversight, to prevent loitering, public intoxication, or other unruly conduct on or around the Premises. Repeated violations of this provision shall constitute a material default under this Lease.
- (11) Landlord may, at Landlord's sole discretion, amend, delete, or add reasonable new rules and regulations for the use and care of the Premises or the Shopping Center.

EXHIBIT F
Guaranty Of Lease

LEASE DATE: Jul 17 2025, 2025

LANDLORD: Mack Dobbs Properties, LLC, a Georgia limited liability company

TENANT: Carni Spirits Corporation, a Georgia Domestic Profit Corporation

GUARANTOR: Jeffrey Henley

ADDRESS: [REDACTED]

SOCIAL SECURITY NUMBER: [REDACTED]

LEASED PREMISES: Approximately 2,800 rentable square feet at 2953 Cobb Pkwy NW, Suite 11/12, Kennesaw, GA 30152.

FOR VALUE RECEIVED, and in consideration of the sum of [REDACTED] in hand paid and as an inducement for the execution and delivery of the Lease referred to above between Landlord and Tenant ("Lease"), the undersigned Guarantor(s), individually, jointly and severally, hereby guarantee to Landlord, the full and prompt payment of all rent, including Base Rent and any contingent or other rent, and any and all other sums and charges payable by Tenant under the Lease, and the full and timely performance and observance of all the covenants, terms, conditions and agreements in the Lease to be performed and observed by Tenant. Guarantor(s) hereby covenants and agrees that if default shall at any time be made by Tenant in the payment of any such rent or any other sums or charges, or in the performance and observance of any of the covenants, terms, conditions or agreements in the Lease, the Guarantor(s) will promptly pay such rent and other sums and charges to Landlord, and perform and fulfill all of such terms, covenants, conditions and agreements, and will pay Landlord all damages and expenses, including attorneys' fees, that may arise in consequence of any default by Tenant under the Lease or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor(s), without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of non-payment, non-performance, non-observance, acceptance of this Guaranty, or of any other notice or demand of which the Guarantor(s) hereby expressly waives. The Guarantor(s) hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor(s) hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion or failure to assert by Landlord against Tenant any of the rights and remedies available to Landlord or by relief of Tenant from any of Tenant's obligations under this Lease by the rejection of the Lease in connection with proceedings under the Bankruptcy Laws now or hereafter in effect or otherwise. In the event any payments pursuant to the Lease by Tenant to Landlord are recovered from Landlord by a bankruptcy trustee, Guarantor(s) shall promptly, upon demand by Landlord, repay to Landlord the full amount so recovered from Landlord. Guarantor(s) hereby waives any right of subrogation against Tenant for any payments made by Guarantor(s) to Landlord pursuant to this Guaranty. Limitations on Tenant's obligations to Landlord pursuant to Bankruptcy Code Section 502(b) shall not apply to Guarantor's obligations to Landlord.

This Guaranty shall be a continuing guaranty and the liability of the Guarantor(s) hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of time that may be granted by Landlord to Tenant, or by reason of a change for different use of the Leased Premises or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant, whether or not the Guarantor(s) has knowledge or notice thereof. Guarantor(s) shall not assign this Guaranty without the prior written consent of Landlord.

The assignment by Landlord of the Lease and/or the rents and other receipts thereof made either with or without the Guarantor's knowledge or notice shall in no manner whatsoever release the Guarantor from any liability as Guarantor(s). This Guaranty may be assigned by Landlord.

All Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be an exclusion or a waiver of any of the others.

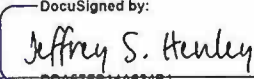
If this Guaranty is made by more than one Guarantor, Landlord agrees to release from this Guaranty the below listed Guarantor(s) at such time as the Guarantor(s) transfer or sell their interest in the ownership of Tenant. Such cancellation of Guaranty is, in any regard, subject to the substitution of Guaranty by an entity or individual of equal credit worthiness to the Guarantor(s) being released. The determination as to the credit worthiness of the substitute Guarantor(s) shall be at the sole discretion of Landlord and Landlord's decision shall be final and not subject to disagreement, arbitration or litigation.

This Guaranty shall be binding upon Landlord and Tenant and their respective successors and assigns.

In the event that the Term of the Lease is extended for the Extension Period, provided that Tenant is not in default beyond any applicable notice/cure period upon the expiration of the initial Term of the Lease, this Guaranty shall automatically expire and become of no further force or effect upon said date convert to a rolling guaranty of one (1) year of obligations at any given time. For purposes of clarification, when the term "one (1) year of obligations" is used herein, such term shall refer to a "rolling" period of twelve (12) consecutive calendar months, which such time period shall accrue either forward or backward, at Landlord's sole option and discretion, from any date Landlord elects.

GUARANTOR:

Jeffrey Henley

By: 
Name: Jeffrey S. Henley
Title: Owner

Date Executed: 7/17/2025, 2025

Note

08/20/2025
[Note Date]

[City]

[State]

[Property Address]

1. Borrower's Promise to Pay

In return for a loan in the amount of U.S. [REDACTED] (the "Principal") that I have received from Third Federal Savings and Loan Association of Cleveland (the "Lender"),

I promise to pay the Principal, plus interest, to the order of the Lender. I will make all payments under this Note in U.S. currency in the form of cash, check, money order, or other payment method accepted by Lender.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. Interest

Interest will be charged on unpaid Principal until the full amount of the Principal has been paid. I will pay interest at a yearly rate of [REDACTED]

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. Payments

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. This amount is called my "Monthly Payment."

I will make my Monthly Payment on the 25th day of each month beginning on September 25, 2025. I will make these payments every month until I have paid all of the Principal and interest and any other charges described below that I may owe under this Note. Each Monthly Payment will be applied as of its scheduled due date and will be applied to interest before the Principal. If, on 08/25/2045, I still owe amounts under this Note, I will pay those amounts on that date, which is called the "Maturity Date."

I will make my Monthly Payments at Third Federal Savings and Loan Association, 7007 Broadway Avenue Cleveland, OH 44105 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My Monthly Payment will be in the amount of U.S. [REDACTED]. This payment amount does not include any property taxes, insurance, or other charges that I may be required to pay each month.

4. Borrower's Right to Prepay

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will notify the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the Monthly Payments then due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my Monthly Payment unless the Note Holder agrees in writing to those changes.



5. Loan Charges

If applicable law sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. Borrower's Failure to Pay as Required

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any Monthly Payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be overdue Monthly Payment.

calendar days
of my

I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each Monthly Payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of unpaid Principal, all the interest that I owe on that amount, and other charges due under this Note (the "Default Balance"). That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

If I am in default and the Note Holder does not require me to pay the Default Balance immediately as described above, the Note Holder will still have the right to do so if I continue to be in default or if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay the Default Balance immediately as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees and costs.

7. Giving of Notices

(A) Notice to Borrower

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it, or by mailing it by first class mail, to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. I will promptly notify the Note Holder of any change to my physical address and of any change to my mailing address. Unless applicable law requires otherwise, notice may instead be sent by e-mail or other electronic communication if agreed to by me and the Note Holder in writing and if I have provided the Note Holder with my current e-mail address or other electronic address. If I have agreed with the Note Holder that notice may be given by e-mail or other electronic communication, I will promptly notify the Note Holder of any changes to my e-mail address or other electronic address.

(B) Notice to Note Holder

Any notice that I must give to the Note Holder under this Note will be delivered by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. Obligations of Persons Under this Note

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. Waivers

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

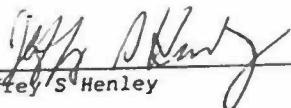
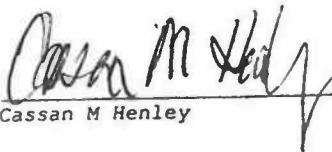
10. Uniform Secured Note

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument also describes how and under what conditions I may be required to make immediate payment of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)  (Seal)
Jeffrey S. Henley - Borrower Cassan M. Henley - Borrower

____ (Seal) ____ (Seal)
- Borrower - Borrower

____ (Seal) ____ (Seal)
- Borrower - Borrower

____ (Seal) ____ (Seal)
- Borrower - Borrower

(Sign Original Only)

Loan origination organization: Third Federal Savings and Loan Assn. NMLS ID: [REDACTED]

Loan originator: Angela Snedeker

NMLS ID: [REDACTED]

08/13/25
MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Watters Kluwer Financial Services, Inc.

302594764
Form 3200 07/2021
VMPSM (2107).00
Page 3 of 3

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

CARNI SPIRITS CORPORATION

has been duly incorporated under the laws of the State of Georgia on **04/02/2025** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **04/04/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 4/2/2025 2:35:30 PM

BUSINESS INFORMATION

CONTROL NUMBER 25067270
BUSINESS NAME CARNI SPIRITS CORPORATION
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 04/02/2025
SHARES 1

PRINCIPAL OFFICE ADDRESS

ADDRESS [REDACTED]

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Jeffrey Henley	[REDACTED]	Cherokee

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Jake Henley	INCORPORATOR	[REDACTED]
Jeffrey Henley	INCORPORATOR	[REDACTED]
Zachary Henley	INCORPORATOR	[REDACTED]

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Jeffrey Henley
AUTHORIZER TITLE Incorporator



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: July 6, 2026
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: July 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.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None