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

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

City Council Work Session
Meeting Agenda
August 10, 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**

   A. **Recognition: Southern Museum Awarded the 2025 National Medal for Museum and Library Service**
   Recognizing the Southern Museum of Civil War and Locomotive History as one of five museum recipients of the 2025 National Medal for Museum and Library Service conferred by the Institute of Museum and Library Services.

5. **Presentations**
6. **Old Business**
7. **New Business**
8. **Committee and Board Reports**
9. **Public Hearing(s)**

   A. **Land Use Permit: 3786 North Hampton Drive**
   Consideration for approval of a Land Use Permit application for the property located at 3786 North Hampton Drive (Parcel # 20009000170) as submitted by Gregory Miller. Case #LU2026-04

   B. **Ordinance: Annexation request for 3227 Old 41 Highway & 3137 Robin Drive**
   Consideration for approval of an ordinance authorizing an annexation request submitted by Traton, LLC for the properties located at 3227 Old 41 Highway &

3137 Robin Drive (Parcel # 20012600270 & 20012600260). Case# AX2026-01

C. **Ordinance: Rezoning request for 3227 Old 41 Highway & 3137 Robin Drive**
Consideration for approval of an ordinance authorizing a rezoning request submitted by Traton, LLC for the properties located at 3227 Old 41 Highway & 3137 Robin Drive (Parcel # 20012600270 & 20012600260). Case# RZ2026-05

D. **Zoning Variance: 3227 Old 41 Highway & 3137 Robin Drive**
Consideration for approval of a variance application submitted by Traton, LLC for the properties located at 3227 Old 41 Highway & 3137 Robin Drive (Parcel # 20012600270 & 20012600260). Case# ZV2026-03

10. Consent Agenda

A. **Minutes: July 27, 2026 First Millage Rate Hearing**
Approval of the July 27, 2026, City Council millage rate hearing minutes.

B. **Minutes: July 27, 2026 Work Session**
Approval of the July 27, 2026, City Council work session minutes.

C. **Minutes: August 3, 2026 Second Millage Rate Hearing**
Approval of the August 3, 2026, City Council millage rate hearing minutes.

D. **Minutes: August 3, 2026 Regular Meeting**
Approval of the August 3, 2026, City Council regular meeting minutes.

E. **Minutes: August 3, 2026 Executive Session**
Approval of the August 3, 2026, City Council executive session minutes.

11. General and Administrative

A. **Alcohol License: Haley & Thea LLC**
Consideration for approval of a Retail Package License for Beer, Wine and Sunday Sales for Haley & Thea LLC D/B/A Chevron Food Mart located at 2057 N Cobb Pkwy Kennesaw, GA 30152. Applicant: Ashish Patel

B. **Alcohol License: Ignite Lounge**
Consideration for approval of a Retail Pouring License for Liquor, Beer, Wine and Sunday Sales for PAZ Group LLC D/B/A Ignite Lounge located at 2655 Cobb Pkwy NW Suite 109 Kennesaw, GA 30152. Applicant: Kayode Jawo

C. **Alcohol License: Smash Hit Catering, LLC**
Consideration for approval of a Retail Pouring Alcohol License for Liquor, Beer, Wine, and Sunday Sales for Smash Hit Catering, LLC D/B/A Smash Hit Burgers located at 2921 Cherokee Street NW Kennesaw, GA 30144. Applicant: Cynthia Daniel

12. Public Safety

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

B. **Surplus: Besser Industrial Tools "The Green Machine"**
Approval to surplus "The Green Machine," a nitrogen machine used for filling vehicle tires. The devices is no longer operational. Staff will attempt to auction the machine on GovDeals.

13. Information Technology

14. Public Works and Building Maintenance

A. **Resolution: Additional Construction Administration Services for Public Safety Facility**
Consideration for approval of a Resolution accepting a proposal from Patterson & Dewar Engineers, Inc. for additional construction administration services for the new Public Safety Facility.

15. Recreation and Culture

A. **Road Closure: 2026 Holly Days**
Consideration to approve road closures on December 5, 2026, and December 13, 2026, for the Holiday Parade, Concert, and Drone Show.

16. Community Development

A. **Final Plat Application: 2926 Lewis Street & 0 North Main Street**
Approval of the final plat application submitted by Vazco Properties, LLC for 2926 Lewis Street & 0 North Main Street (Parcel # 20013900250 & 20013900240); this plat will consolidate two (2) lots into one tract consisting of 1.346 +/- acres. Case# PC2026-02

17. Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

19. Mayor's Report

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

20. Council Reports & Discussions

21. Executive Session
Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session

to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

22. Adjourn

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: August 10, 2026

TITLE: **Land Use Permit: 3786 North Hampton Drive**
Consideration for approval of a Land Use Permit application for the property located at 3786 North Hampton Drive (Parcel # 20009000170) as submitted by Gregory Miller. Case #LU2026-04

Summary:
Said request is for the purpose of obtaining a home occupation business license to operate a home embroidery business. Property is zoned R-15, Single Family Residential, consists of 0.48 +/- acres, and lies in Land Lot 90, Tax Parcel 17, 20th District, 2nd Section, Cobb County, Georgia. This public hearing was advertised in the Marietta Daily Journal on July 17, 2026, and public notice has been posted on the property. During the August 5, 2026, meeting, the Planning Commission unanimously recommended approval with conditions as outlined by staff.

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

Fiscal Impact:

Attachments:
1. LU2026-04_3786 N Hampton_ Staff Analysis
2. LU2026-04_3786 N Hampton Dr_Application Packet
3. 08-05-26 Planning Commission Action Minutes

PLANNING AND ZONING DIRECTOR
CHANELLE CAMPBELL

ASSISTANT ZONING ADMINISTRATOR/PLANNER
PRISCILLA COLEY

CONTACT US

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

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

MAYOR AND COUNCIL
AUGUST 17, 2026

PLANNING COMMISSION
AUGUST 5, 2026

LEGAL ADVERTISEMENTS
JULY 17, 2026

PUBLIC NOTICE SIGN
JULY 17, 2026

APPLICATION SUBMITTED
JUNE 22, 2026

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

Property Addresses
3786 N Hampton Drive

Applicant
Gregory Miller

Representative
N/A

Property Owner
Same as Applicant

Current Zoning
R-15 Single-Family residential district

Future Land Use Category
Residential Low/Medium (RL)

Project Request: Land use permit to acquire a business license for home occupation.

Please see page 2 for project request description.

AREA MAP

Aerial Map of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes
Historic District: No
Cemetery: No **Floodplain:** No **Stream:** No
Parcel ID #: 20009000170
Land Lot #: 90 **Tax Parcel #:** 17
Land Area: 20,909 sq. ft. or 0.48 +/- acre
Proposed Building SQFT: N/A
Proposed Streets: N/A

RECOMMENDATION

Staff Recommendation
Approval with conditions

Planning Commission Recommendation
Approval with conditions as recommended by staff

Please see page 11 for basis for recommendation.

ADJACENT PROPERTY DETAILS

Surrounding Zoning Dist. and Future Land Use

North: No Street
Zoning: R-10 Single-Family residential district
Future Land Use: Residential Low/Medium (RL)
South: North Hampton Drive NW
Zoning: R-15 Single-Family residential district
Future Land Use: Residential Low/Medium (RL)
East: No Street
Zoning: R-10 Single-Family residential district
Future Land Use: Residential Low/Medium (RL)
West: North Hampton Drive NW
Zoning: R-10 Single-Family residential district
Future Land Use: Residential Low/Medium (RL)

Please see pages 3 for zoning map.

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

DESCRIPTION OF ZONING REQUEST

This is a land use permit request for a home occupational business license. The applicant is requesting approval to operate a home-based business for the embroidering of items intended for retail sale. Inventory will be stored within the residence, however no on-site sales or customer traffic are proposed.

Please see page 8 for photos of the equipment used

Please see page 9 for examples of products

- **Pre-Application Meeting:** June 22, 2026
- **Application Submitted:** June 22, 2026
- **Fees Paid:** $250.00
- **Certified Letters Mailed:** July 10, 2026

4.04.05 HOME OCCUPATION

- Home Occupation are allowed in dwelling units on the basis that such uses are incidental to the use of the premises as a residence. They have special regulations that apply to ensure that home occupations will not be a detriment to the character and livability of the surrounding neighborhood.
- There are two (2) types of home occupations, Type A and Type B. Permit requirements and uses allowed in each type vary and are allowed only if they comply with all of the requirements of this ordinance.
    1. In Type A home occupations, resident(s) use their home as a Virtual *Home* Office only. Employees, clients, or customers are prohibited from coming to the residence.
    2. In Type B home occupations resident(s) use their home for work, home office, sales, deliveries, or business mailing address results in one (1) additional employee, consultant, agent, subcontractor, customer, or delivery personnel coming to the residence. Type B home occupation are also required for any activity that involves the physical production or creation of a product at subject residential property. Type B home occupations must obtain a land use permit from the City Council due to their greater possible impact on the surrounding neighborhood as a result of individuals and visitors from outside the neighborhood coming to the property.

Site Visit:
☐ Yes
☑ No

Staff Member:
Name: N/A
Date of Visit: N/A

Land Use Recommendation:
Home occupational use is compatible

Historic Preservation:
Not in a historic district

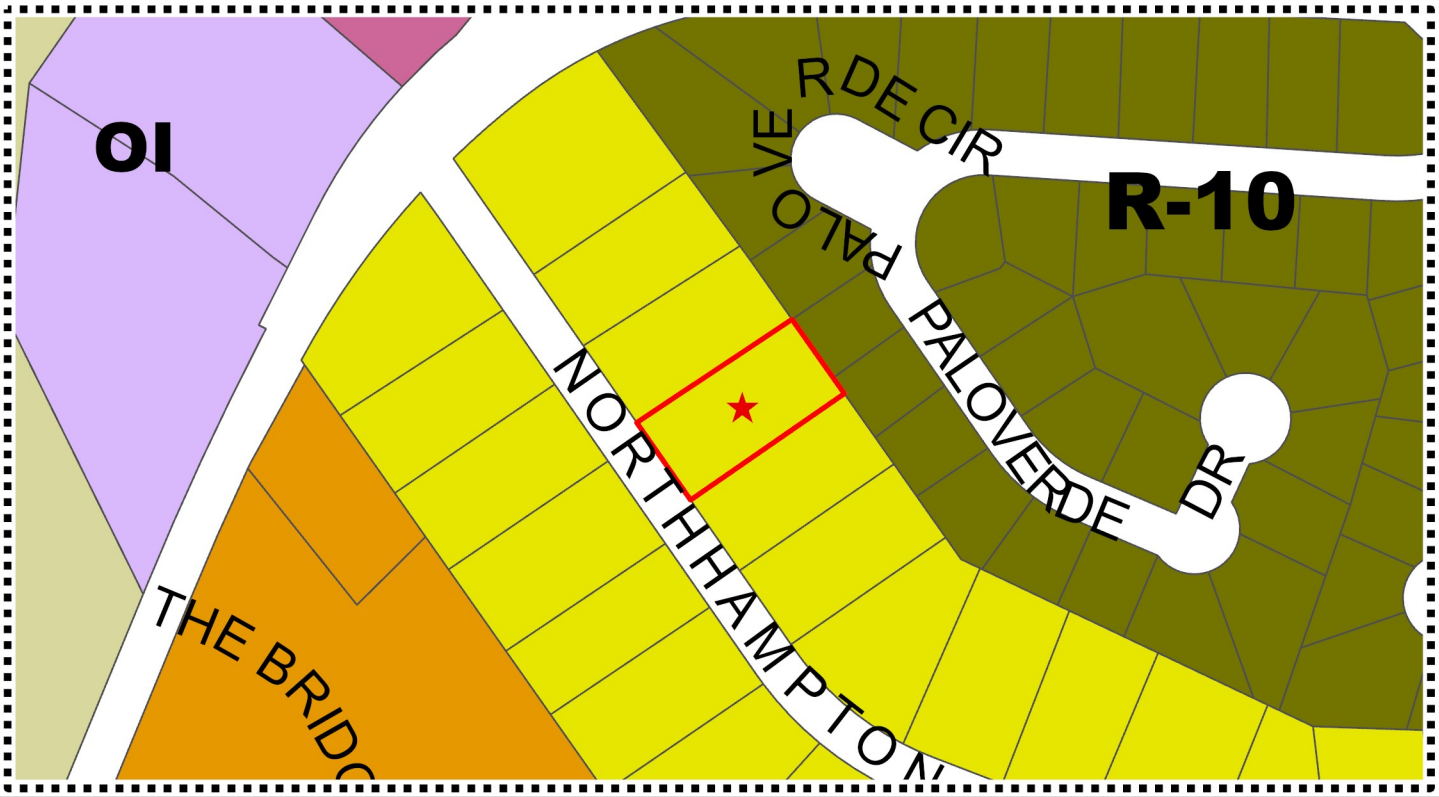
Cemetery Preservation:
No cemeteries on site

GOOGLE STREET VIEW OF THE RESIDENCE

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

ZONING MAP



LEGEND

Zoning Districts

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

Form Based Code

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

Zoning Overlays

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

BACKGROUND

The site is currently zoned R-10, Single-Family Residential District and is surrounded similar residential zoning districts, R-10 & R-15. The property is located on Lot 3 within the subdivision and contains a detached single-family home situated on approximately 0.48 +/- acres (20,909 sq. ft.). The lot was recorded in 1980 as part of Fairfax.

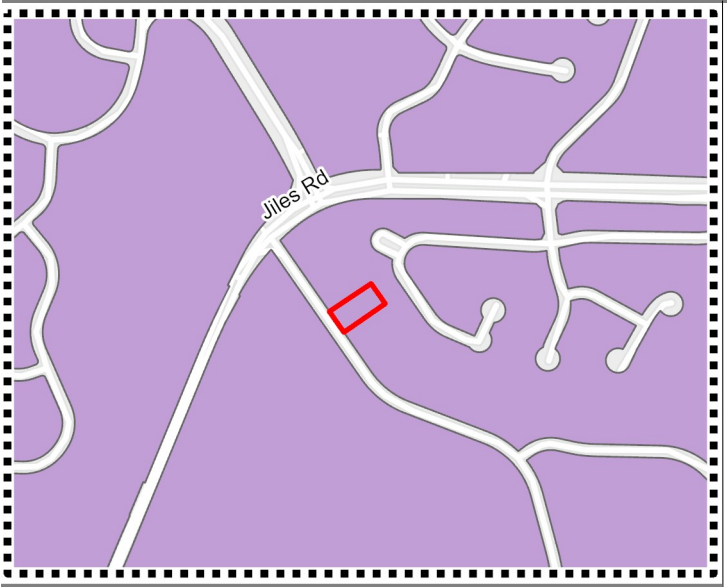
The property was built according to the outlined development standards:

- Minimum Lot Area: 15,000 sq. ft.
- Setbacks:
  - Front: 35’
  - Rear: 30’
  - Side: 10’

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

2022 COMPREHENSIVE PLAN UPDATE



Residential Low/Medium (RL)

These are areas of residential land uses within the City. This may be single-family or multi-family housing. New development should reflect the character of the surrounding development.

Recommendations:

- Density: 1-4 units per acre
- Internal amenities
- Walkable; Connectivity to adjacent parcels
- Conservation of natural resource
- Percentage of housing dedicated to being affordable*

LEGEND

Kennesaw Areas

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

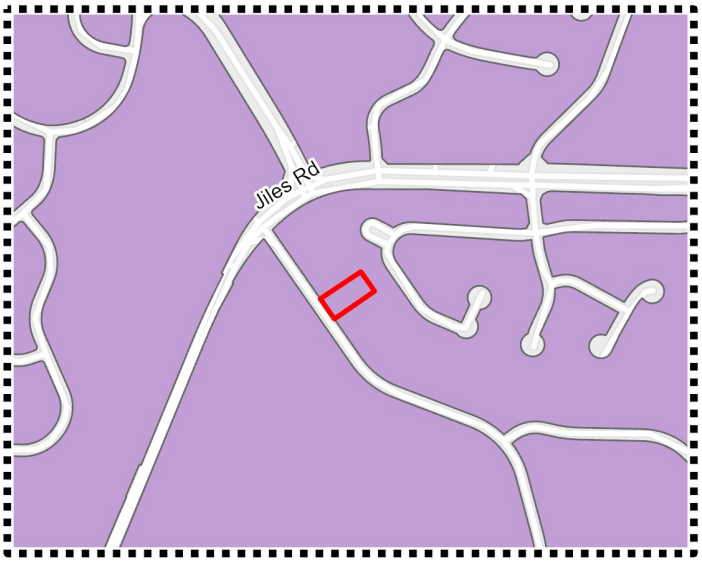
FUTURE LAND USE ANALYSIS

The Comprehensive Plan designates the future land use for the property as **Residential Low/Medium (RL).** The intent of the **Residential Low/Medium** Land Use is to support the growth, stability, and preservation of the character of existing residential neighborhoods while accommodating compatible residential development. The applicant's property will adhere to the Comprehensive Plan as there are no intentions to change the zoning or the external appearance of the property, which could potentially alter the character of the neighborhood or the overall density. Staff finds that the request aligns with the goals of the Comprehensive Plan.

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

COMPREHENSIVE PLAN | AREAS



LEGEND

Kennesaw Areas

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

COMPATIBLE FUTURE LAND USE

- Neighborhood Activity Center (NAC)
- Park/Recreation/Conservation (PRC)
- Planned Unit Development (PUD)
- Residential Low (RL)

In addition to the established Future Land Use Map, the City would like to further define an appropriate development atmosphere to ensure compatible and unified development within specified areas of the City.

Furthermore, please refer to the Policy Matrix which should be used for new development within each of the described areas.

JILES AND BAKER

The Jiles and Baker area is a unique blend of older and newer housing developments mixed wit neighborhood-compatible retail. This is the largest of the residential character areas in land area and population.

Located in the northwest quadrant of the City, the area spans from Moon Station Road west to near the Acworth city limits and from Main Street north to Baker Road. Single-family detached residential is the predominant land use. Most of the homes are part of a neighborhood or planned unit developments. Notable public features of the area include the Kennesaw Community Trail and being adjacent to Swift-Cantrell Park.

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

ENVIRONMENTAL

Floodplain:
___ Yes
__✓__ No
___ Not Verified

Wetlands:
___ Yes
__✓__ No
___ Not Verified

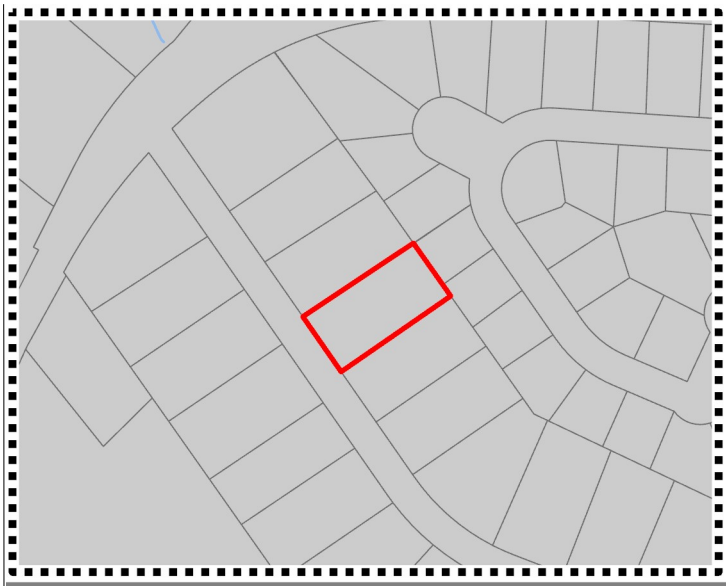
Drainage Basin:
__✓__ None
___ FEMA 100-year floodplain area
___ Flood Damage Prevention Ordinance[1]
___ Project subject to Cobb County Damage Prevention Requirements
___ Dam Breach Zone (Upstream)[2]

___ Owner/Developer is responsible for obtaining any required wetland permits from the United States Army Corps of Engineers

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

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

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

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

ADDITIONAL COMMENTS REGARDING PROJECT:

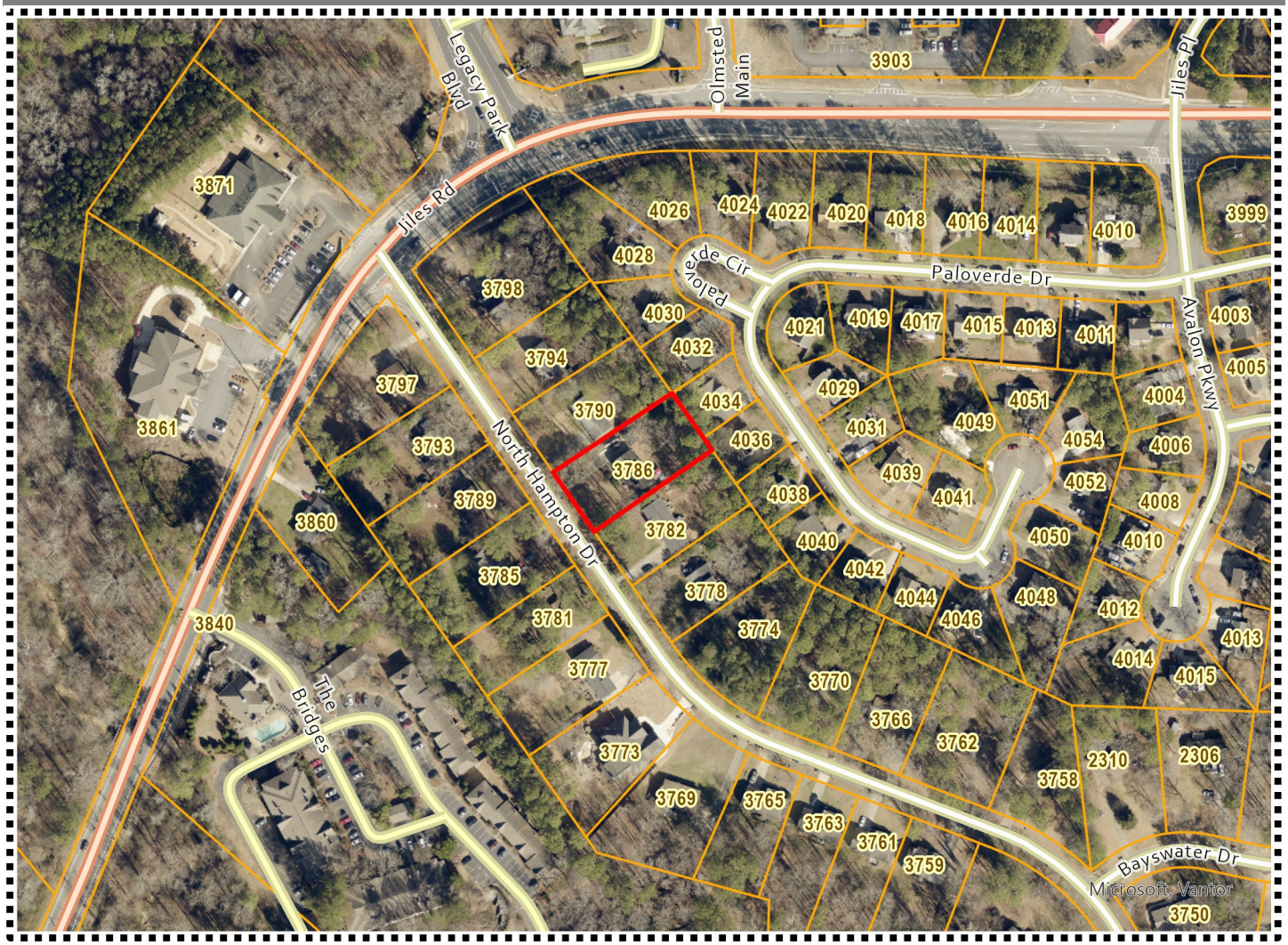
Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve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

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

TRANSPORTATION DATA

AERIAL OF ROAD #1



Roadway Name
North Hampton Drive NW

Roadway Classification
Local

Speed Limit
25-MPH

Minimum Right-of-Way Requirement
50-feet minimum

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

TYPE OF EQUIPMENT USED - PHOTOS PROVIDED BY THE APPLICANT

Embroidery Room

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

PRODUCT EXAMPLES | PHOTOS PROVIDED BY THE APPLICANT

Example 1

Example 2

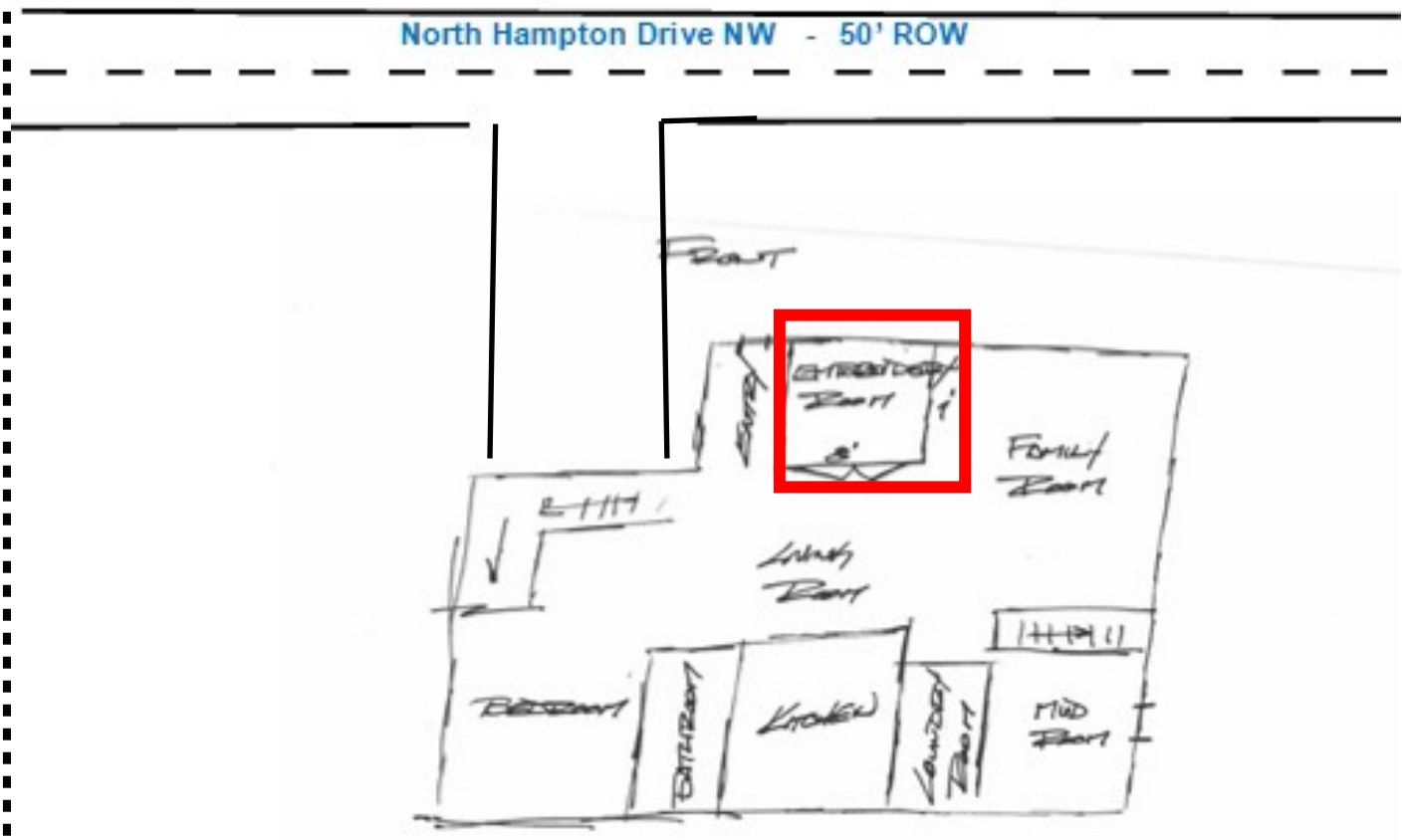
Example 3

Example 4

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

PROPOSED FLOOR PLAN OF WORKSPACE LOCATED IN THE HOME



STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

STAFF ANALYSIS:

The applicant, Gregory Miller, is requesting a Land Use Permit for the operations of a home occupation at the property located at 3786 North Hampton Drive NW zoned R-15 Single-Family Residential District . The applicant has applied for a Land Use Permit to design and produce embroidered textiles and goods for sale.

Under current regulation, ***Section 4.04.05* Standards for Home Occupations**, home occupations are permitted with the approval of a Land Use Permit by Mayor and Council. "*Home occupation*" is defined as being those occupations which can ordinarily be carried on out of a residence or other structure without having any significant effect on the neighborhood or area from which such home occupation is carried on.

Staff has analyzed the request based on the standards for decision outlined in section 4.04.05 with the following observations:

1. **Safety, health, welfare, and moral concerns involving the surrounding neighborhood**
   The proposed use will not generate excessive noise, nor will it emit smoke, odor, dust or vibrations detectable to the normal senses outside the dwelling unit that will affect the safety, health, welfare and moral concerns of the surrounding property owners.
2. **Parking and traffic consideration**
   No additional traffic shall be generated by the home occupation other than would normally be expected in a residential neighborhood, products will be sold online or at craft markets.
3. **Number of nonrelated employees**
   The applicant will be the only on site employee connected to the functioning of the business.
4. **Number of commercial and business deliveries**
   There will be minimal traffic increase due to business related deliveries.
5. **The city's general presumption that residential neighborhoods should not allow non-compatible business uses**
   Staff finds that the residential nature of the community will not be adversely affected, as there will be no clients visiting the property or external indication that a business is operating.
6. **Compatibility of the business use to the neighborhood**
   Staff finds that if granted the land use permit, the business will not be detrimental to the character or livability of the surrounding homes and the residential viability of the dwelling is maintained with the home occupation being minor to the use of the premises as a residence. There will be no foot traffic or exterior indication of the home occupation or variation from the residential character of the principal use that would indicate the presence of a business.
7. **Hours of operation**
   The applicant plans to operate during traditional working hours, creating no visible or audible impact to any neighboring property.
8. **Existing business uses in the vicinity**
   The property is zoned R-15 Single-Family Residential (R-15) and is surrounded exclusively by single-family residential homes.

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

STAFF ANALYSIS:

9. **Effect on property values of surrounding property**
   The proposed home occupation is not expected to adversely affect the value of surrounding properties. No significant alterations to the exterior of the dwelling are proposed, and the property's residential zoning designation will remain unchanged.

10. **Circumstances surrounding neighborhood complaints**
    Staff has not identified any anticipated adverse impacts that would be expected to generate complaints from surrounding property owners. To ensure the proposed use complies with the standards of the Unified Development Code, staff has included recommended conditions of approval, which are outlined in the recommendation section of this report.

11. **Intensity of the proposed business use**
    The proposed home occupation is a low-intensity use that is compatible with the character and development pattern of the surrounding R-10 and R-15 Single-Family Residential zoning districts.

12. **Location of use within the neighborhood**
    Staff finds that the proposed home occupation will be conducted entirely within an enclosed building. The use will be limited to the designated embroidery room and office space within the principal residential structure and will not extend beyond the dwelling or create impacts on the surrounding neighborhood.

Staff finds that approval of the request for a land use permit will not affect the current zoning and will continue to align with the goal outlined in the Comprehensive Plan. The property will maintain its residential nature and the character of the neighborhood and surrounding properties will go unchanged.

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

Based on the analysis completed by Staff, the Zoning Administrator, recommends **approval with the following conditions** for case #LU2026-04.

Conditions:

1. The land use permit is limited to, exclusive for and only valid for the current applicant and the life of this particular business and use, and it is not transferrable. Any changes would require additional review and approval.
2. There shall be no clients, customers or employees at this location. Nor shall there be any evidence of a home based business visible from the public right-of-way including no signs and no more than one commercial vehicle dedicated to this business.
3. No activity on the property shall produce noise, vibration, odors, fumes, smoke, dust, or other emissions that are reasonably likely to create a nuisance or materially impact the health, safety, comfort, or welfare of occupants of surrounding properties.
4. The land use permit is valid for 24-months starting from the date of approval.

STAFF ANALYSIS REPORT

ZONING CASE #: LU2026-04

PLANNING COMMISSION RECOMMENDATION:

During the August 5, 2026, meeting, the Planning Commission unanimously recommended approval with conditions as outlined by staff.

MAYOR AND COUNCIL DECISION:

To be determined on August 17, 2026

Date Received 06/22/26
Staff's Initials CMC

City of Kennesaw, GA

LAND USE & SPECIAL LAND USE APPLICATION

☑ LAND USE APPLICATION — **Required Fee $250.00**

☐ SPECIAL LAND USE APPLICATION

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

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.
(Applicant or agent must be present at all public hearings)

Date of Consultation 6/22/26 Staff's Initials _____

PURPOSE OF LAND USE REQUEST Operating Home Embroidery Business

LAND USE PROPERTY ADDRESS 3786 NorthHampton Drive Kennesaw 30144

Land Lot 90 Tax Parcel 20009000170 Lot Size .48 Acre Current Zoning R15

APPLICANT Gregory Miller

APPLICANT EMAIL [redacted]

Applicant address 3786 NorthHampton Drive Kennesaw 30144

(Home#) ✓ (Fax#) ✓ (Work#) ✓

(Cell#) [redacted]

Applicant Signature Gregory H. Miller

Signed, sealed and delivered in presence of: Samantha Rainey 6/22/2026
Notary Date

SAMANTHA RAINEY NOTARY PUBLIC GEORGIA CHEROKEE COUNTY EXPIRES September 11, 2026 W-00574124

REPRESENTIVE _____

(Fax #)_____ (Work#)_____ (Cell#) _____

Representative Signature _____

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

TITLEHOLDER: Gregory Miller **Telephone** [redacted]

Signature: Gregory H. Miller **Address:** 3786 NorthHampton Drive Kennesaw 30144

Signed, sealed and delivered in presence of: Samantha Rainey 6/22/2026
Notary Date

SAMANTHA RAINEY NOTARY PUBLIC GEORGIA CHEROKEE COUNTY EXPIRES September 11, 2026 W-00574124

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate form must be completed by each applicant).

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

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

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

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

_____

_____

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

_____

_____

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

I certify that the foregoing information is true and correct, this 22ND day of JUNE, 2026

GREGORY MILLER

Applicant's 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.

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out on 07/10/2024 in accordance with the application requirements.

07/10/2024
Date

Applicant or Authorized Agent

Sworn and subscribed before me this 10th day of July 2024

Notary Public

INDIA E ALDRED
NOTARY
EXPIRES
GEORGIA
07/04/2027
PUBLIC
COBB COUNTY

FRONT

ENTRY
EMBROIDERY ROOM
FAMILY ROOM
LIVING ROOM
BEDROOM
BATHROOM
KITCHEN
LAUNDRY ROOM
MUD ROOM

The Walker
School

FiberGard
PLUS!
FABRIC PROTECTION

TMS

Deed Book 16064 Page 2789
Filed and Recorded 06/14/22 9:33:00 AM
2022-0070086
Georgia Intangible Tax Paid $375.00
Connie Taylor
Clerk of Superior Court
Cobb County, GA
Participant IDs: 4463180301
7067927936

When recorded, return to:
First American Mortgage Solutions
Attn: Final Document Department
C/O: Homebridge Financial Services, Inc.
1795 International Way
Idaho Falls, ID 83402
208-528-9895

Escrow No.: 76686DB
LOAN #: 8010277303

[Space Above This Line For Recording Data]

SECURITY DEED

MIN: 1002882-0200650337-2
MERS PHONE #: 1-888-679-6377

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DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **June 8, 2022,** together with all Riders to this document.
(B) "Borrower" is **GREGORY H MILLER AND MARY K MILLER, HUSBAND AND WIFE.**

Borrower is the grantor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the grantee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is **Homebridge Financial Services, Inc..**

Lender is **a Corporation,** organized and existing under the laws of **New Jersey.**
Lender's address is **194 Wood Ave., South, 9th Floor, Iselin, NJ 08830.**

(E) "Note" means the promissory note signed by Borrower and dated **June 8, 2022.** The Note states that Borrower owes Lender **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100*** * * *

LOAN #: 8010277303

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2052.**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
☐ Balloon Rider ☐ Planned Unit Development Rider ☐ 1-4 Family Rider
☐ Biweekly Payment Rider ☐ V.A. Rider
☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the **County**

[Type of Recording Jurisdiction]

of **Cobb**

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A"
APN #: 20-0090-0-017-0

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LOAN #: 8010277303

which currently has the address of **3786 North Hampton Drive, Kennesaw,**
[Street] [City]

Georgia **30144** ("Property Address"):
[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage

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Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the

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payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Initials: _____

LOAN #: 8010277303

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which 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 shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check

Unofficial Document

is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Initials: _____

LOAN #: 8010277303

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

Unofficial Copy

GREGORY H MILLER — 6.8.22 (Seal) DATE

MARY K MILLER — 6/8/22 (Seal) DATE

Unofficial Witness

Notary Public,
COBB County

JENNIFER H HENNINGER NOTARY PUBLIC PAULDING COUNTY EXPIRES GEORGIA 08/29/2025

Lender: Homebridge Financial Services, Inc.
NMLS ID: 6521
Loan Originator: Ben Bell
NMLS ID: 1450064

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 90 of the 20th District, 2nd Section, Cobb County, Georgia, being Lot 4, Fairfax Subdivision, as per plat recorded in Plat Book 82, Page 15, Cobb County, Georgia records

Unofficial Copy

OWNER'S ACKNOWLEDGEMENT:

The owner of the land shown on this plat and who in person or through a duly authorized agent acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places hereon shown for the purpose and consideration herein expressed.

OWNER: [signature] DATE: December 17, 1979
for: REGENTS LAND CORP.

SURVEYOR'S ACKNOWLEDGEMENT:

I hereby certify that the plan shown and described hereon is a true and correct survey made on the ground under my supervision, that the monuments have been placed as shown hereon, and is to the accuracy and specifications required by the Cobb County Subdivision Regulations.

[signature]
Registered Georgia Land Surveyor # 1549

GEORGIA REGISTERED No. 1549 LAND SURVEYOR THOMAS M. GINN, SR.

COBB COUNTY CERTIFICATION:

This plat having been submitted to Cobb County and having been found to comply with the Master Plan, the Cobb County Subdivision Regulations and the Cobb County Zoning Regulations is approved subject to the installation and dedication of all streets, utilities, easements, and other improvements in accordance with the Standard DEsigh Specifications.

2-26-80 Date — [signature] Engineering Department

2-26-80 Date — [signature] Zoning Dept./Planning Commission

2-26-80 Date — [signature] Board of Commissioners

CERTIFICATION OF THE COUNTY HEALTH OFFICERS:

This plat has been approved for individual septic tank systems, and individual septic tank permits will be issued upon receipt of individual plot plans, shownig the septic tank system in a suitable place on the lot. (Not binding after 3 years)

Dated this 14th day of Feb., 1979.

W.C. Heath
Cobb County Health Officer

LOT	AREA (SQ.FT.)	LOT	AREA (SQ.FT.)	LOT	AREA (SQ.FT.)
1	27,225	40	21,816	79	20,305
2	20,000	41	21,605	80	20.391
3	20,000	42	20,103	81	20,477
4	20,000	43	20,000	82	20, 563
5	20,000	44	20,000	83	20,649
6	20,000	45	20,202	84	20, 735
7	22,708	46	24,986	85	21, 808
8	21,179	47	21,622	86	22, 846
9	20,056	48	20,330	87	42,593
10	24,083	49	21,517	88	33,096
11	21, 641	50	31,193	89	22,120
12	23,480	51	31,698	90	21,607
13	21,867	52	20,393	91	20,480
14	25,409	53	21, 357	92	20,480
15	30,000	54	24,981	93	20,480
16	21,021	55	46,729	94	20,755
17	24,348	56	27,148	95	20,940
18	22,020	57	21,779	96	21,750
19	22, 383	58	24,583	97	21,755
20	26,257	59	20,300	98	30,000
21	23,353	60	20,465	99	20,000
22	23,084	61	25,165	100	20,000
23	21, 773	62	37,725	101	20,000
24	36,126	63	37,056	102	20,000
25	28,813	64	26,671	103	20,927
26	31,099	65	20,000	104	± 40,800
27	33,617	66	20,000		
28	± 45,300	67	20,000	106	± 84,600
29	44,100	68	20,000	107	39,449
		69	20,000	108	41,786
31	± 31,100	70	20,035	109	24,936
32	26,097	71	21,488	110	28,790
33	27,907	72	25,835	111	27,411
34	30,491	73	24,402	112	21,978
35	46,450	74	21,873	113	21,966
36	35,675	75	21,365	114	21,957
37	27,910	76	20,607	115	21,948
38	20,671	77	20,133	116	21,938
39	20,122	78	20,210	117	27,302

SQ. FT. OUTSIDE FLOOD PLAIN
SQ. FT. WITHIN FLOOD PLAIN

VICINITY MAP
NO SCALE

CURVE DATA					
CURVE	Δ	RADIUS	TANGENT	LENGTH	CHORD
#1	34°13'15"	357.33	110.00	213.42	210.26
#2	54°01'24"	338.03	172.32	318.72	307.04
#3	16°00'00"	711.54	100.00	198.70	198.05
#4	90°00'00"	810.00	810.00	329.87	296.98
#5	45°37'23"	285.31	120.00	227.18	221.23
#6	59°00'00"	194.42	110.00	200.21	191.48
#7	62°00'00"	166.43	100.00	180.09	171.43
#8	14°08'57"	578.22	71.14	141.56	141.20
#9	42°55'13"	279.82	110.00	209.61	204.76
#10	50°19'41"	212.86	100.00	186.97	181.02

FINAL PLAT FOR
FAIRFAX
LOCATED IN L.L. 90, 20TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA
SCALE: 1"=100' DATE: JUNE 29, 1979

0 1 2 3 4 5

Lots #14, 15, 25, 33, 35, 36, 57 & 77 - 3BR's only

Lots #31 & 32; 108 & 109; 33 & 34; OK Combined as indicated.

Disapproved lots:

Steep:	Low:
31	24
32	
34	
88	107
104	108
22	109

RECORDED IN PLAT BOOK 75, PAGE 65
ON 2-29, 1980 AT 4:4 PM
Jack L. Graham
CLERK, COBB SUPERIOR COURT

NOTE:
PROTECTIVE COVENANTS RECORDED IN DEED BOOK 2123, PAGE 367.

Date of boundary field work completion - November 14, 1978. Error of Closure of original traverse exceeds 10,000:1. Angular error per point on original traverse = 0° 00' 03". Equipment used - Wild T-16 theodolite and DI-10 Distance meter. No point on this plat is within 500' of a National Geodetic Survey monument.

--------- 20' Drainage Easement
--------- 10' Drainage Easement

o Denotes Iron Pin # 4 Rebar

Area of Tract = 80.21 acres

Variable drainage easements shall be 10' from center of ditch line or 5' from center of drain pipe on each side.

SOUTHERN SURVEYING & MAPPING CO, INC.
4076 EBENEZER ROAD, N.E.
MARIETTA, GEORGIA 30066 PH 926-7759

E 366-78

2025 COBB COUNTY PROPERTY TAX BILL

Pay online at **www.cobbtax.gov/property** or **(866) 535-2622**
See the back of this bill for more important information

PO Box 100127 • Marietta, GA 30061-7027
(770) 528-8600 • tax@cobbtax.org

CARLA JACKSON
TAX COMMISSIONER

HEATHER WALKER
CHIEF DEPUTY

PAID IN FULL

PAYMENT DUE: 2025-10-15

Payment must be received or USPS Postmarked by the due date. Metered or kiosk postmarks are not proof of timely mailing.

Property Owner(s)	Address	Due Date	Amount
MILLER GREGORY L & MARY K	3786 N HAMPTON DR	2025-10-15	$ 1,059.69

Parcel ID	Fair Market Value	Assessed Value	Acreage	Tax District	Homestead Exemption
20009000170	$ 490,760.00	$196,304	0	3 -KENNESAW	yes; Basic, School

Taxing Authority	Assessed Value	- Exemption	= Net Assessment	x Millage Rate	= Taxes Due
SCHOOL	$196,304	$ 196,304.00	$0	0.0187	$ 0.00

•The adopted millage rate exceeds the estimated roll-back rate as stated in the annual notice of assessment that you previously received for this taxable year, which will result in an increase in the amount of property tax that you will owe.
•Cobb County Board of Education chose to opt out of property tax relief for homeowners related to HB 581 (2024). If you have concerns about that decision, please call (770) 426-3300.

Levied by the **Cobb County Board of Education** representing approximately 0.00% of your taxes due.

COUNTY GENERAL	$196,304	$ 139,960.00	$56,344	0.00846	$ 476.67

•The adopted millage rate exceeds the estimated roll-back rate as stated in the annual notice of assessment that you previously received for this taxable year, which will result in an increase in the amount of property tax that you will owe.

COUNTY FIRE	$196,304	$ 0.00	$196,304	0.00297	$ 583.02

Levied by the **Board of Commissioners** representing approximately 100.00% of your taxes due.

$ 0.00

Tax Year	Parcel ID	Due Date		Appeal Amount		Total Taxes Due
2025	20009000170	2025-10-15	Pay:	0	or	$ 1,059.69

Payment must be received or **USPS Postmarked** by the due date. Metered or kiosk postmarks are not accepted as proof of timely mailing.

Tax Year	Parcel ID	Due Date		Appeal Amount		Total Taxes Due	Amount Enclosed
2025	20009000170	2025-10-15	Pay:	0	or	$ 1,059.69	

Late fees apply after 2025-10-15
(See back)

RE20252000900017O

2025 Cobb County Property Tax Bill

MILLER GREGORY L & MARY K

or Current Property Owner
3786 NORTH HAMPTON DR

KENNESAW GA 30144-1173

IS YOUR INFORMATION UP TO DATE?

☐ My mailing address has changed.

☐ I no longer own this property.

Date Moved: _____

New Mailing Address:

_____

_____

Signature : _____

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

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20009001700	3/3-BOND - KENNESAW CITY	297922

Property Owner/Location/Description	Fair Market Value	Taxable Value
SHELTON PAUL & LEWIS AMELIA 4006 AVALON PKWY	364,600	145,840

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	145,840		0		145,840		7.7500000000		$1,130.26
BOND	145,840		0		145,840		1.4000000000		$204.18

Exemptions:

Printed June 8, 2026,

Settled Value Bill: You are receiving this bill due to a value correctoion from the Cobb County Tax Assessors for tax years 2022 - 2025.

This bill reflects the remaining balance due by 8/31/2026.

If applicable, this bill should be forwarded to the mortgage company.

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	$1,334.44
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$1,334.44
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

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

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

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

Parcel ID:	20009001700
Amount Due:	$0.00
Bill#:	297922
Due Date:	12/01/2025
	AMOUNT PAID

SHELTON PAUL & LEWIS AMELIA
4006 AVALON PKWY
KENNESAW, GA 30144

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

Date Received 06/22/26
Staff's Initials CMC

LAND USE & SPECIAL LAND USE APPLICATION

☑ **LAND USE APPLICATION** **Required Fee $250.00**

☐ **SPECIAL LAND USE APPLICATION**

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

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.
(Applicant or agent must be present at all public hearings)

Date of Consultation 6/22/26 Staff's Initials _____

PURPOSE OF LAND USE REQUEST Operating Home Embroidery Business

LAND USE PROPERTY ADDRESS 3786 NorthHampton Drive Kennesaw 30144

Land Lot 90 Tax Parcel 20009000170 Lot Size .48 Acre Current Zoning R15

APPLICANT Gregory Miller

APPLICANT EMAIL [redacted]

Applicant address 3786 NorthHampton Drive Kennesaw 30144

(Home#) ✓ (Fax#) ✓ (Work#) ✓

(Cell#) [redacted]

Applicant Signature Gregory M. Miller

Signed, sealed and delivered in presence of: Samantha Rainey 6/22/2026
Notary **Date**

SAMANTHA RAINEY NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES September 11, 2026 W-00574124

REPRESENTIVE _____

(Fax #)_____(Work#)_____(Cell#) _____

Representative Signature _____

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

TITLEHOLDER: Gregory Miller **Telephone:** [redacted]

Signature: Gregory Miller **Address:** 3786 NorthHampton Drive Kennesaw 30144

Signed, sealed and delivered in presence of: Samantha Rainey 6/22/2026
Notary **Date**

SAMANTHA RAINEY NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES September 11, 2026 W-00574124

CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU 2026-004	R-10	Home-based Business
AX	RZ		
DX			
HBR			
SLUP			
ZV			

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

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

3786 N Hampton Drive

Land Lot 90, Tax Parcel 17

Subject Property

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

Derek Easterling MAYOR
Lea Alvarez CITY CLERK

Scale: 1" = 123 '
Print Date: 6/24/2026
LU2026_004

July 13, 2026

Subject: Please Take Notice - Notification of Nearby Zoning Application
3786 North Hampton Drive, Kennesaw, GA, 30144 – 20009000170

To whom it may concern,

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

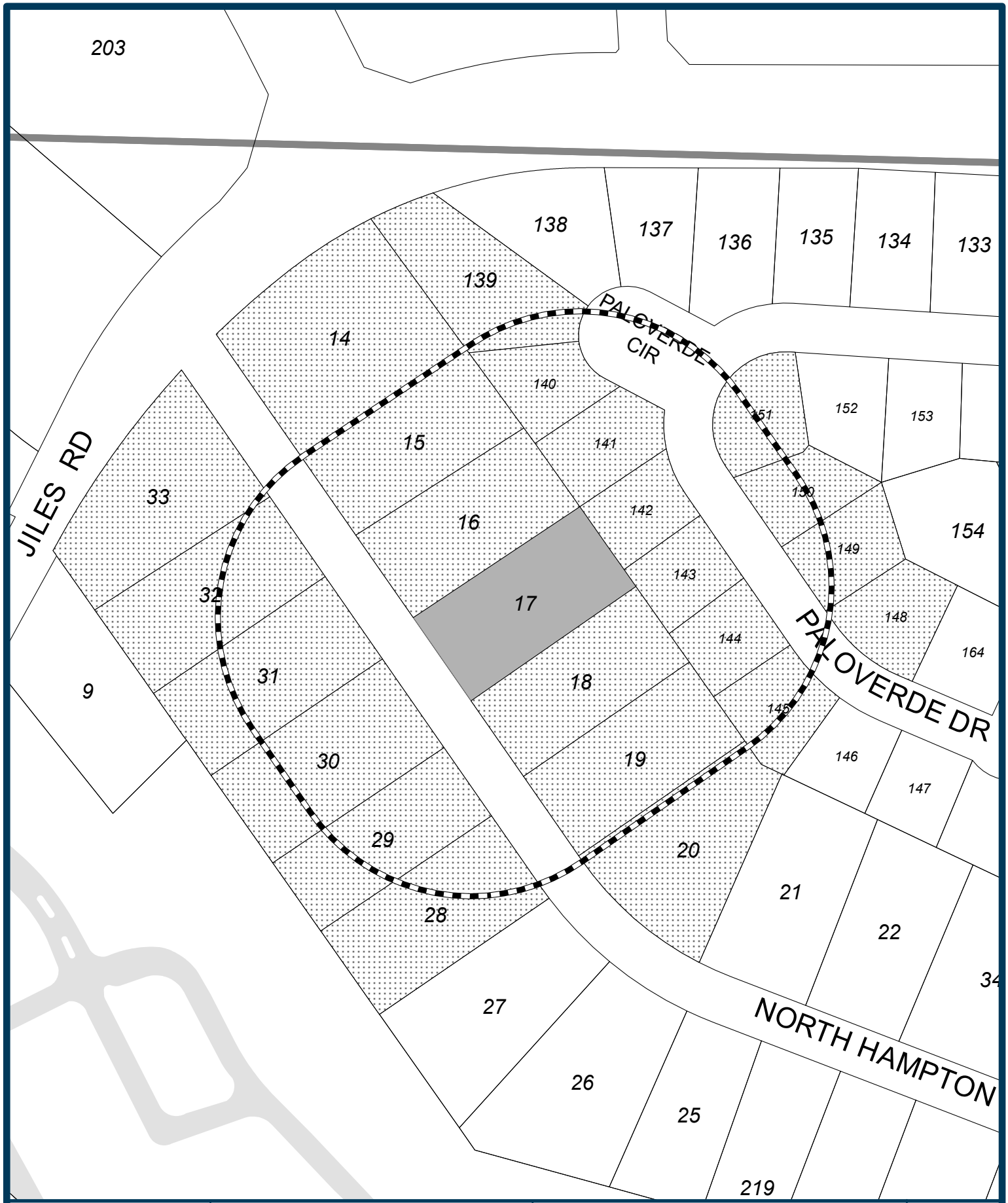
The application details are as follows:
Applicant Name: Gregory Miller
Property Address: 3786 North Hampton Drive
Parcel Identification Number: 20009000170
Description of Proposal: Consideration for approval of a land use request to obtain a home occupation business license to operate an embroidery business.

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

Planning Commission Meeting	**Mayor & Council Meeting**
Date: 8/5/26	Date: 8/17/26
Time: 6:30 p.m.	Time: 6:30 p.m.

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

Applicant Signature GREGORY MILLER Date 7/3/2026



Subject Parcel

200' Radius

Properties Notified

3786 N Hampton Dr
Land Lot 90,
Tax Parcel 17

LU2026-004
200' PROPERTY NOTIFICATION

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

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

Derek Easterling, MAYOR
Lea Alvarez, CITY CLERK

Date: 6/24/2026
LU2026_004

N
1" = 129'

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Street and Apt. No., or PO Box No.: 2359 Morgan Rd NE 1
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Street and Apt. No., or PO Box No.: 3781 N Hampton Dr
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City, State, ZIP+4®: Kennesaw GA 30144-6104

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Sent To: Mantooth Mianna T & Smith Gregory M
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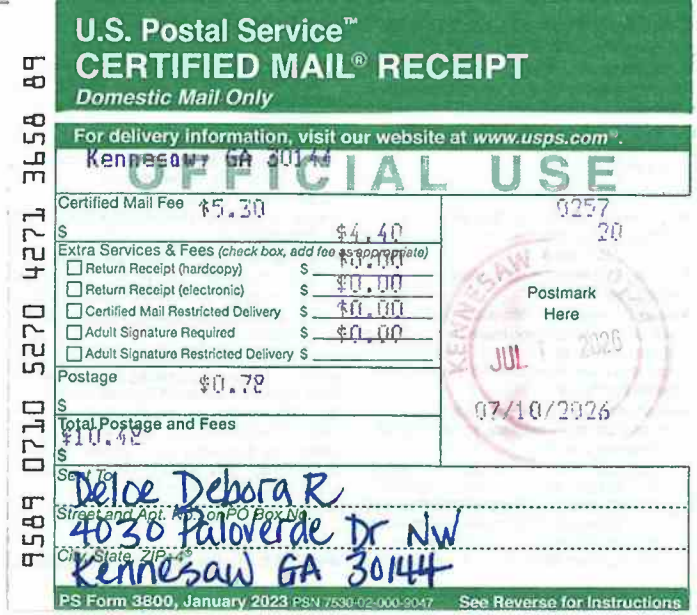

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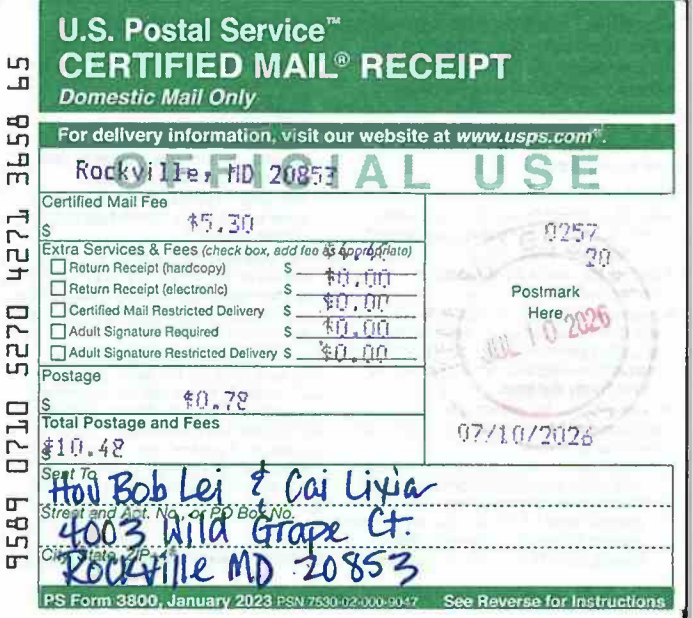

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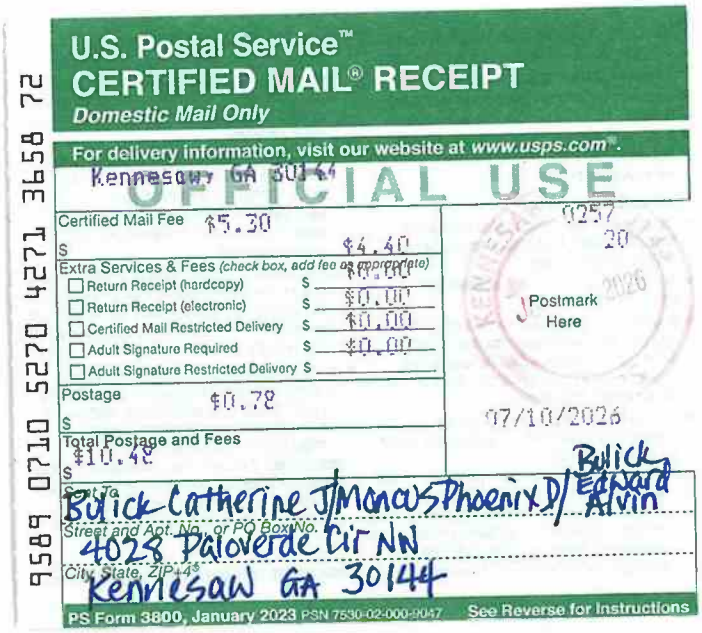

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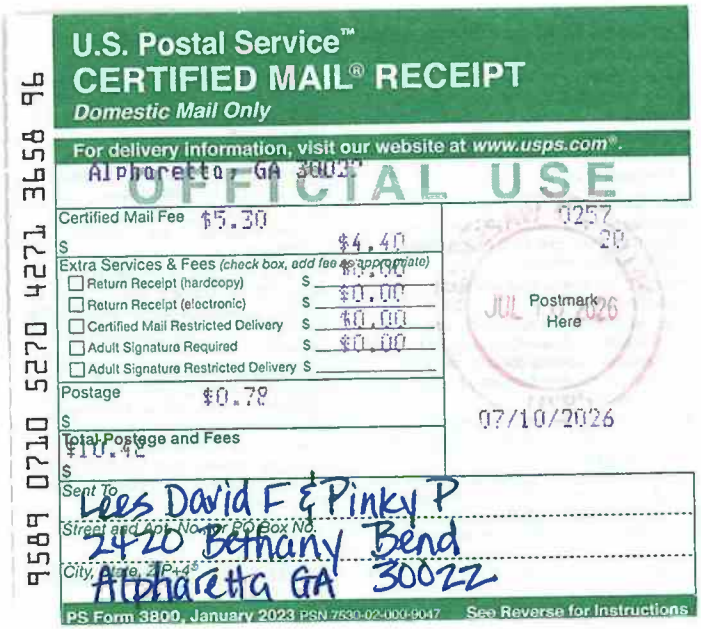

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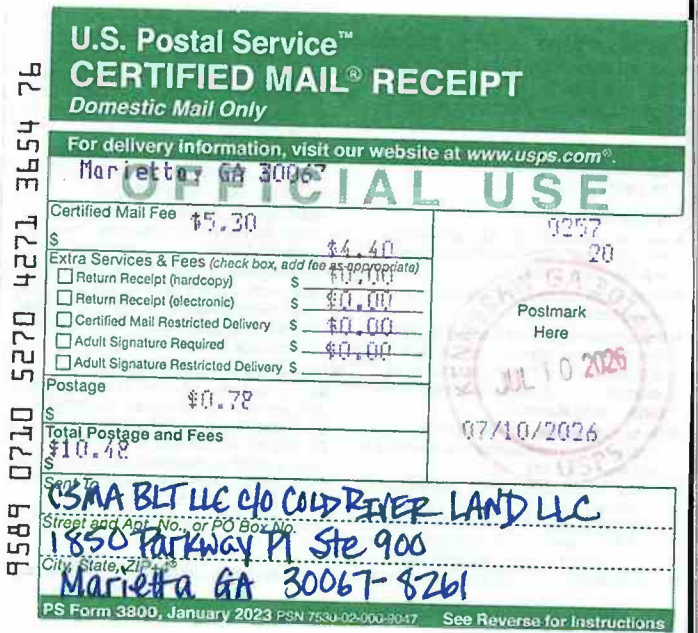

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City, State, ZIP+4®: Marietta GA 30067-8261

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City, State, ZIP+4®: Kennesaw GA 30144-1185

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City, State, ZIP+4®: Marietta GA 30067-8261

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City, State, ZIP+4®: Kennesaw GA 30144-1185

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City, State, ZIP+4®: Kennesaw GA 30144

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☐ Adult Signature Restricted Delivery	$
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Street and Apt. No., or PO Box No.: 3785 N Hampton Dr NW
City, State, ZIP+4®: Kennesaw GA 30144

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☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 20

Postmark Here
JUL 10 2026
07/10/2026

Sent To: Irvine Jacob
Street and Apt. No., or PO Box No.: 3797 N Hampton Dr NW
City, State, ZIP+4®: Kennesaw GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 4271 3660 08

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
Kennesaw GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 20

Postmark Here
JUL 10 2026
07/10/2026

Sent To: Isaacs Claud L & Betty Bernice
Street and Apt. No., or PO Box No.: 3798 North Hampton Dr
City, State, ZIP+4®: Kennesaw GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 4271 3659 64

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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Kennesaw GA 30144

OFFICIAL USE

Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 20

Postmark Here
JUL 10 2026
07/10/2026

Sent To: Bazzani Gianfranco
Street and Apt. No., or PO Box No.: 4032 Paloverde Dr NW
City, State, ZIP+4®: Kennesaw GA 30144

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 4271 3659 95

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.
Lilburn GA 30047

OFFICIAL USE

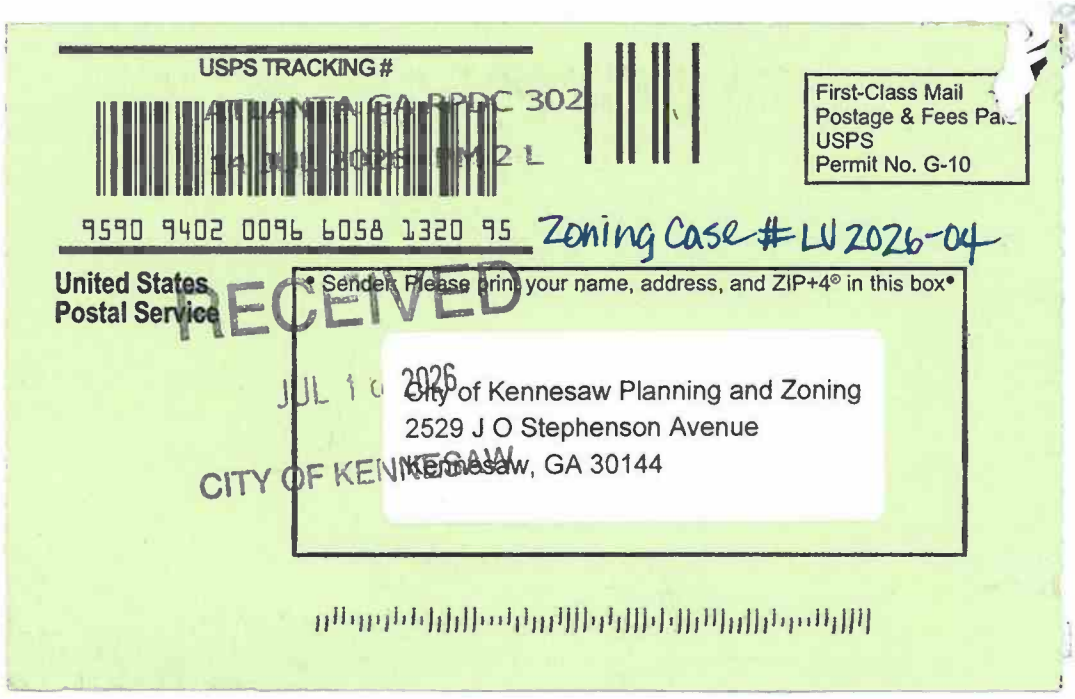
Certified Mail Fee	$5.30
$	$4.40
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	$ $0.00
☐ Return Receipt (electronic)	$ $0.00
☐ Certified Mail Restricted Delivery	$ $0.00
☐ Adult Signature Required	$ $0.00
☐ Adult Signature Restricted Delivery	$
Postage	$0.78
$	
Total Postage and Fees	$10.48
$	

0257 20

Postmark Here
07/10/2026

Sent To: Tait Hugh John & Karen Kinnick
Street and Apt. No., or PO Box No.: 5160 Amsterdam Ct
City, State, ZIP+4®: Lilburn GA 30047

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions


USPS TRACKING #
9590 9402 0096 6058 1320 95
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
Zoning Case #LU2026-04
United States
Postal Service
RECEIVED
JUL 1 0 2026
CITY OF KENNESAW
• Sender: Please print your name, address, and ZIP+4® in this box•
City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

Relz

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20009001440
HORTON PATRICK A & CAROLE K
4038 PALOVERDE DR
KENNESAW GA 30144-1185

9590 9402 0096 6058 1320 95

2. Article Number *(Transfer from service label)*
9589 0710 5270 4271 3659 19

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
Date

C. Date of Delivery

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

ax Parcel - 20009000150
TAIT HUGH JOHN & KAREN KINNICK
5160 AMSTERDAM CT
LILBURN GA 30047

9590 9402 0096 6058 1320 19

2. Article Number *(Transfer from service label)*
9589 0710 5270 4271 3659 95

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

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

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

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

Restricted Delivery

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20009001420
LEES DAVID F & PINKY P
2420 BETHANY BEND
ALPHARETTA GA 30022

9590 9402 0096 6058 1321 18

2. Article Number *(Transfer from service label)*
9589 0710 5270 4271 3658 96

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20009001410
BAZZANI GIANFRANCO
4032 PALOVERDE DR NW
KENNESAW GA 30144

9590 9402 0096 6058 1320 40

2. Article Number *(Transfer from service label)*
9589 0710 5270 4271 3659 64

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* GIANFRANCO BAZZANI C. Date of Delivery 07/15/26

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20009001500
STERKEN GARRETT & SONIA
4029 PALOVERDE DR NW
KENNESAW GA 30144

9590 9402 0096 6058 1321 01

2. Article Number *(Transfer from service label)*
9589 0710 5270 4271 3659 02

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Garrett Sterken C. Date of Delivery 07/15/26

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #

9590 9402 0096 6058 1320 19

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

RECEIVED
JUL 21 2026
CITY OF KENNESAW

Zoning Case#LV2026-04

United States Postal Service

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

City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302

9590 9402 0096 6058 1321 18

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

RECEIVED
JUL 17 2026
CITY OF KENNESAW

Zoning Case# LV2026-04

United States Postal Service

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

City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

USPS TRACKING #

ATLANTA GA RPDC 302

9590 9402 0096 6058 1320 40

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

RECEIVED
JUL 17 2026
CITY OF KENNESAW

Zoning Case#LV2026-04

United States Postal Service

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

City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

USPS TRACKING #

9590 9402 0096 6058 1321 01

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

RECEIVED
JUL 17 2026
CITY OF KENNESAW

Zoning Case#LV2026-04

United States Postal Service

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

City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

ER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20009001480
WELDETATYOS TADELECH H
4039 PALOVERDE DR NW
KENNESAW GA 30144

9590 9402 0096 6058 1320 57

2 Article Number *(Transfer from service label)*
9589 0710 5270 4271 3659 57

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
Tadeleen

C. Date of Delivery
7-16-20

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
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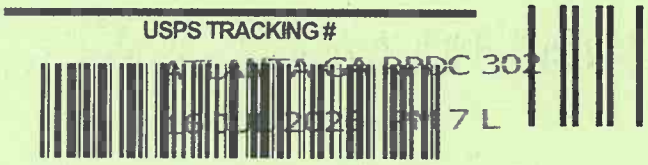
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



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

Zoning Case #LV2026-04

RECEIVED
JUL 20 2026
CITY OF KENNESAW

United States Postal Service

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

City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

CERTIFIED MAIL®

City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

ATLANTA GA RPDC
JUL 10 2026 PM 6 L

RDC 99

30144

U.S. POSTAGE
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KENNESAW, GA
JUL 10, 2026

$10.48
S2324H500394-20

9589 0710 5270 4271 3654 52

RECEIVED
JUL 21 2026
CITY OF KENNESAW

Tax Parcel - 20009000310
MANTOOTH MIANNA T & SMITH GREGORY M
3789 NORTH HAMPTON DR NW
KENNESAW GA 30144

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NIXIE 326 DE 1 0007/17/26
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 30144278029 *0871-04234-10-43

CERTIFIED MAIL®

City of Kennesaw Planning and Zoning
2529 J O Stephenson Avenue
Kennesaw, GA 30144

ATLANTA GA RPDC
JUL 10 2026 PM 6 L

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U.S. POSTAGE
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KENNESAW, GA
JUL 10, 2026

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RECEIVED
JUL 20 2026
CITY OF KENNESAW

Tax Parcel - 20009001390
BULICK CATHERINE J & MONCUS PHOENIX D &
BULICK EDWARD ALVIN
4028 PALOVERDE CIR NW
KENNESAW GA 30144

UTF

30144-1180
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NIXIE 326 FE 1 0007/16/26
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 30144278029 *0871-04239-10-43

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

Retail

ning Case#LU2026-04

. COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20009000310

MANTOOTH MIANNA T & SMITH GREGORY M
3789 NORTH HAMPTON DR NW
KENNESAW GA 30144

9590 9402 0096 6058 1321 87

2. Article Number (Transfer from service label)

9589 0710 5270 4271 3654 52

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

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

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

Retail

NDER: COMPLETE THIS SECTION

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

Tax Parcel - 20009001390

BULICK CATHERINE J & MONCUS PHOENIX D &
BULICK EDWARD ALVIN
4028 PALOVERDE CIR NW
KENNESAW GA 30144

9590 9402 0096 6058 1321 32

2. Article Number (Transfer from service label)

9589 0710 5270 4271 3658 72

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Addressee

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

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
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- ☐ Priority Mail Express®
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- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: KELLY HICKS — Printed at 07/15/26 09:18 by khick-tj

Acct #: 110016 — Ad #: 567702 — Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 07/17/2026 — Stop: 07/17/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 2.47 Words: 200
Total LEG 2.47
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-4276 3786 N HAMPTON DR
Descr Cont: MDJ-4276 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: 3786 N HAMPTON DR
Created: khick 07/15/26 09:14
Last Changed: khick 07/15/26 09:18

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV, ns
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	07/17

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ _____
Name (print or type) Name (signature)

.

MDJ-4276
GPN-16
CITY OF KENNESAW
Land Use Permit Request

Notice is hereby given that the City of Kennesaw shall hold a public hearing to give consideration for a land use permit request submitted by Gregory Miller for the property located at 3786 North Hampton Drive. Said request is to obtain a home occupational business license to operate a home embroidery business. Property consists of 0.48 +/- acres, lies in Land Lot 90, Tax Parcel 17 and is zoned R-15, Single Family Residential.

Said meetings shall be held before the Planning Commission on August 5, 2026 at 6:30 p.m. and the Mayor and Council will hold a public hearing on August 17, 2026 at 6:30 p.m. Both meetings will be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via
the following link: https://www.kennesaw-ga.gov/publicmeetings/

7:17-2026

3186
CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # LU2026-04
PURPOSE Home based business license to operate a home embroidery business
DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
07.17.2026 07:46

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
August 5, 2026
6:30 PM

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1. Call to Order / Roll Call

Chairman Bodenhamer called the meeting to order at 6:30 p.m.
Roll Call: Trey Bodenhamer, Rebecca Patterson, Carolyn Greenall, Robert Trim, Douglas Butler
Absent: Todd Vande Zande
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), Priscilla Coley (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Gregory Miller (Applicant), Kevin Moore (Attorney, Traton Representative), Jose Solis, Jerry Weeks, Helen Daugherty, Mary Kelly, Myriam Solis, James Baughman, Patricia White, Lisa Leavell, and Alan Daugherty

2. Announcements

A. All interested parties may attend the meeting at the City Hall Council Chambers. For those unable to attend in person, the meeting may be accessed using the following link: https://www.kennesaw-ga.gov/publicmeetings/. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.

B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: https://arcg.is/1q1ubX0.

C. New business items on this agenda will be heard by the Mayor and Council on August 17, 2026

3. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: June 3, 2026

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

4. New Business

A. **LU2026-04** - Consideration of approval of a land use request submitted by Gregory Miller for the property located at 3786 North Hampton Drive (20009000170). Said request is to obtain a home occupation business license to operate a home embroidery business. Property is zoned R-15, Single Family Residential, consists of 0.48 +/- acres and lies in Land Lot 90, Tax Parcel 17.

Chairman Bodenhamer called for a motion
Motion by Commissioner Trim to approve with the following conditions:
1. The land use permit is limited to, exclusive for and only valid for the current applicant and the life of this particular business and use, and it is not transferable. Any changes would require additional review and approval.
2. There shall be no clients, customers or employees at this location. Nor shall there be any evidence of a home based business visible from the public right-of-way including no signs and no more than one commercial vehicle dedicated to this business.
3. No activity on the property shall produce noise, vibration, odors, fumes, smoke, dust, or other emissions that are reasonably likely to create a nuisance or materially impact the health, safety, comfort, or welfare of occupants of surrounding properties.
4.The land use permit is valid for 24-months starting from the date of approval.
Seconded by Commissioner Greenall
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

B. **AX2026-01** - Consideration to annex property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and County R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 26 and 27.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

C. **RZ2026-05** - Consideration to rezone property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion by Commissioner Butler to approve with the following conditions:
1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.

2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/elevations submitted with the application. Exterior materials shall consist of high quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.
7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken. Commissioner Patterson, Commissioner Trim, and Commissioner Butler voted in favor. Commissioner Greenall voted against. 3-1. Motion carried.

D. **ZV2026-03** - Consideration for approval of a variance application submitted by

Traton, LLC for the properties located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260). Said request is to reduce the minimum front setback required for RA-6, Residential district from forty (40) feet to twenty (20) feet. Property consists of 12.216 +/- acres and lies in Land Lot 26, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

5. Staff Comment

6. Adjourn

Chairman Bodenhamer called for a motion to adjourn
Motion to adjourn by Commissioner Butler
Seconded by Commissioner Greenall
Chairman Bodenhamer adjourned the meeting at 8:09 p.m.

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: August 10, 2026

TITLE: **Ordinance: Annexation request for 3227 Old 41 Highway & 3137 Robin Drive**
Consideration for approval of an ordinance authorizing an annexation request submitted by Traton, LLC for the properties located at 3227 Old 41 Highway & 3137 Robin Drive (Parcel # 20012600270 & 20012600260). Case# AX2026-01

Summary:
Said request is to annex 3227 Old 41 Hwy (20012600270) and 3137 Robin Dr (200123600260) from County Neighborhood Shopping (NS) and County, R-20, Single Family Residential respectively to City RA-6, Residential District for the development of a single family detached community. The parcel consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 27 & 26. The public hearing was advertised in the Marietta Daily Journal on July 17, 2026, and public notice has been posted onsite. During the August 5, 2026, meeting, the Planning Commission unanimously recommended approval.

Recommendation:
Planning and Zoning recommends approval.

Fiscal Impact:

Attachments:
1. 2026 _Annexation Ordinance
2. AX2026-01 & RZ2026-05 _3227 Old 41 Hwy & 3137 Robin Dr_Staff Analysis
3. AX2026-01 & RZ2026-05_3227 Old 41 Hwy & 3137 Robin Dr_Annexation & Rezoning Application Packet
4. 08-05-26 Planning Commission Action Minutes

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2026-__

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO ANNEX PROPERTY INTO THE CORPORATE LIMITS OF THE CITY OF KENNESAW, GA AND TO CHANGE THE CITY BOUNDAY LIIMTS ON THE OFFICIAL ZONING MAP PROPERTIES LOCATED AT 3227 OLD 41 HWY AND 3137 ROBIN DRIVE (LAND LOT 126 AND TAX PARCELS 26 & 27)

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

WHEREAS, TRATON, LLC made an application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to be annexed into the corporate limits of the City of Kennesaw according to Article 1 of Chapter 36, Title 36, O.C.G.A 36-36-92 of approximately 12.216 +/- acre parcels located at 3227 Old 41 Hwy and 3137 Robin Drive identified as 20th District, Land Lot 126 Tax Parcel 26 & 27 (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on July 17, 2026 of a public hearing before the Kennesaw Planning Commission held on August 5, 2026 and the Mayor and Council on August 17, 2026; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held August 5, 2026; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held August 17, 2026; and

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

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from **COUNTY R-20, SINGLE-FAMILY RESIDENTIAL AND COUNTY NEIGHBORHOOD SHOPPING (NS) to CITY RA-6, RESIDENTIAL DISTRICT** for the following described property:

3227 OLD 41 HWY & 3137 ROBIN DRIVE

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail set at the centerline intersection of Robin Drive (50’ public right of way) and Wren Circle (50’ public right of way);
thence N35°41'53"W for a distance of 29.33 feet to a 1/2” rebar found at the westerly right of way of Robin Drive (50’ public right of way), said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence along the said right of way of Robin Drive the following courses and distances:
149.98 feet along the arc of a curve to the left, said curve having a radius of 238.53 feet and being subtended by a chord of S28°58'08"W, 147.52 feet to a 1/2" rebar set;
S06°30'58"W for a distance of 189.04 feet to a 1/2" rebar found;
thence leaving said right of way N66°17'54"W for a distance of 348.42 feet to a 1/2" rebar found (bent);
thence S10°37'02"W for a distance of 223.91 feet to a 1-1/2” crimped top pipe found;
thence N87°39'27"W for a distance of 315.70 feet to a 1-1/4” crimped top pipe found;
thence N01°18'41"W for a distance of 1050.87 feet to a 1/2" rebar set;
thence S88°56'55"E for a distance of 321.92 feet to a 1/2” rebar found at the southerly right of way of Old 41 Highway (apparent 60’ width public right of way);
thence along said right of way S63°51'43"E for a distance of 136.42 feet to a 1/2" rebar found;
thence leaving said right of way S19°51'21"W for a distance of 323.01 feet to a 3/4” rebar found;
thence S67°00'57"E for a distance of 98.78 feet to a 1/2” rebar found;
thence S70°35'00"E for a distance of 149.97 feet to a 1” crimped top pipe found;
thence S22°21'27"E for a distance of 151.79 feet to a 1/2" rebar found;
thence S67°57'38"E for a distance of 181.17 feet to a 1/2” rebar found at the westerly right of way of Robin Drive, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 12.216 acres.

TAX PARCEL IDs: 20012600270 & 20012600260

SECTION 2. BE IT FURTHER ORDAINED THAT the above-described property is to be hereby annexed into the corporate limits of the City of Kennesaw, Georgia with the zoning for 12.216 +/- acres as **CITY RA-6, RESIDENTIAL DISTRICT.**

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is

declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this 17th day of August, 2026.

ATTEST:

_____
Nicholas Simpson, Deputy City Clerk

CITY OF KENNESAW:

_____
Derek Easterling, Mayor

PLANNING AND ZONING DIRECTOR
CHANELLE CAMPBELL

ASSISTANT ZONING ADMINISTRATOR/PLANNER
PRISCILLA COLEY

CONTACT US

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

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

MAYOR AND COUNCIL
AUGUST 17, 2026

PLANNING COMMISSION
AUGUST 5, 2026

LEGAL ADVERTISEMENTS
JULY 17, 2026

PUBLIC NOTICE SIGN
JULY 17, 2026

APPLICATION SUBMITTED
JUNE 25, 2026

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

Property Addresses
3227 Old 41 Hwy & 3137 Robin Drive

Applicant
Traton, LLC

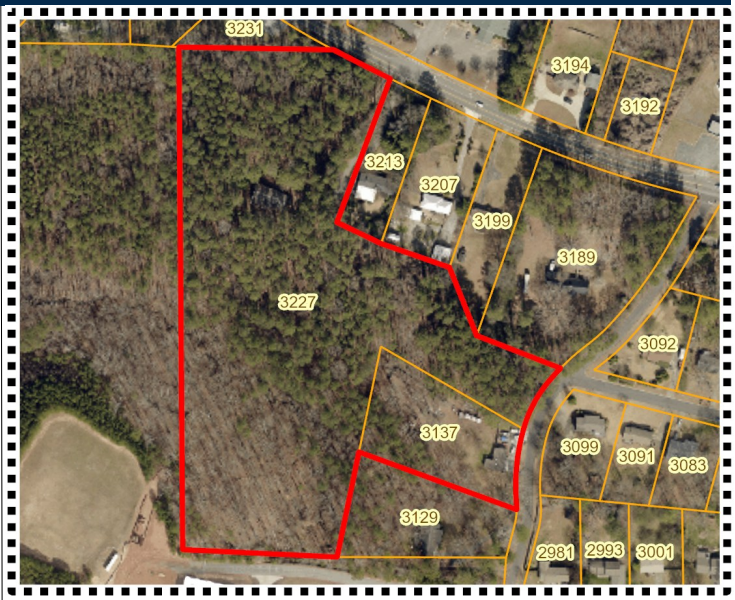
Representative
J. Kevin Moore - Moore, Ingram, Johnson & Steele, LLP

Property Owners
Rosemary James Strickland & Victor Torres

Current Zoning
County R-20, Single Family & County Neighborhood Shopping (NS)

Future Land Use Category
County Low Density Residential

Project Request: Annex and rezone property from County R-20, Single Family and NS, Neighborhood Shopping to City RA-6 , Residential district for the construction of subdivision consisting of 35 single family detached units.



Aerial view of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes
Historic District: No
Cemetery: No **Floodplain:** No **Stream:** Yes
Parcel ID #: 20012600270 & 20012600260
Land Lot #: 126 **Tax Parcel #:** 27 & 26
Land Area: 12.216+/-

RECOMMENDATION

Staff Recommendation:
Approval with conditions of the annexation/ rezoning and **approval** of the variance request.

ADJACENT PROPERTY DETAILS

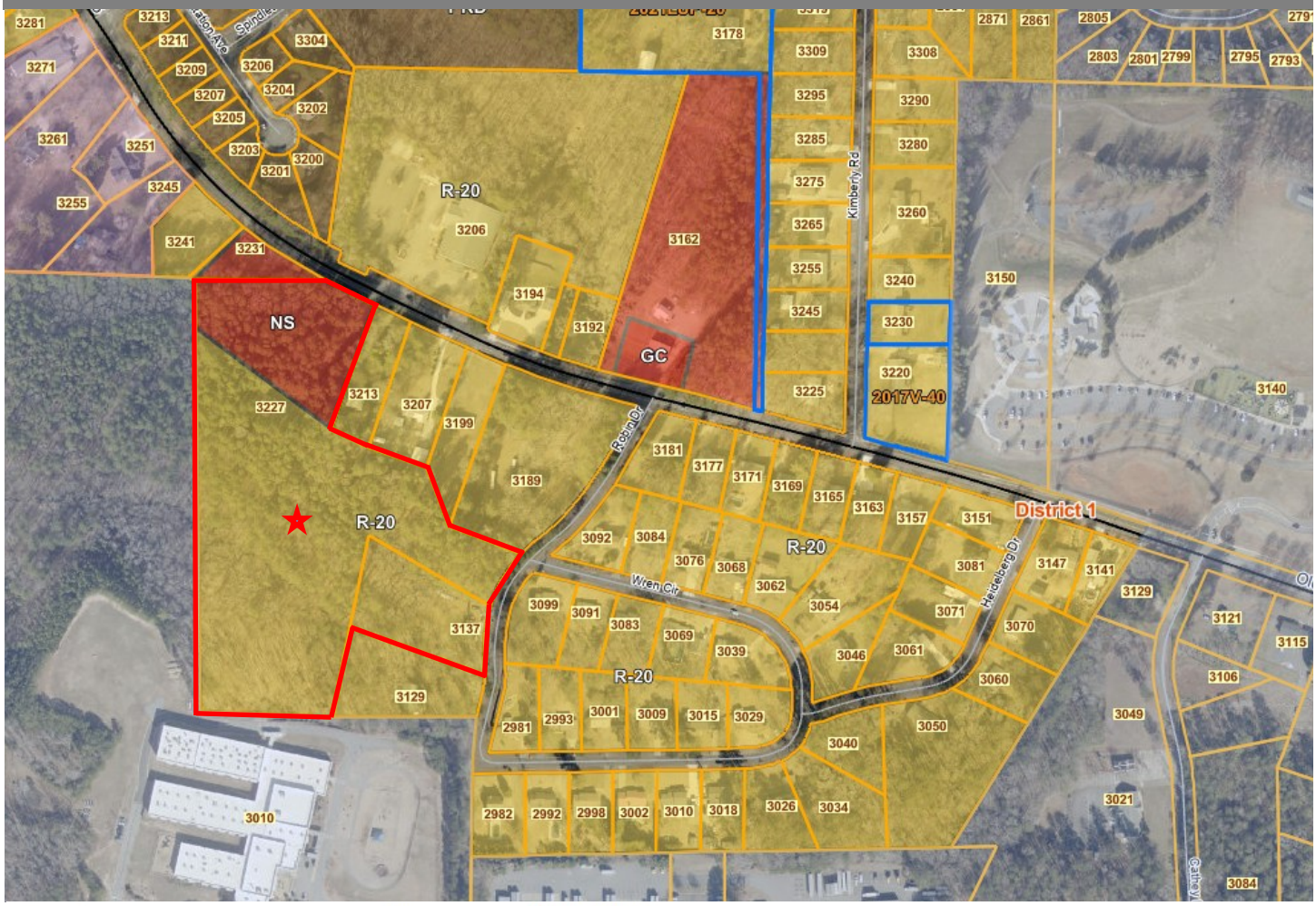
Surrounding Zoning Dist. and Future Land Use

North: Old 41 Hwy
Zoning: County R-20, Single Family Residential
Future Land Use: County Low Density Residential
South: No Street
Zoning: OI, Office/Institutional
Future Land Use: Public Service/Institutional (PI)
East: Robin Drive
Zoning: County R-20, Single Family Residential
Future Land Use: County Low Density Residential
West: No Street
Zoning: OI, Office/Institutional
Future Land Use: Public Service/Institutional (PI)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY ZONING MAP



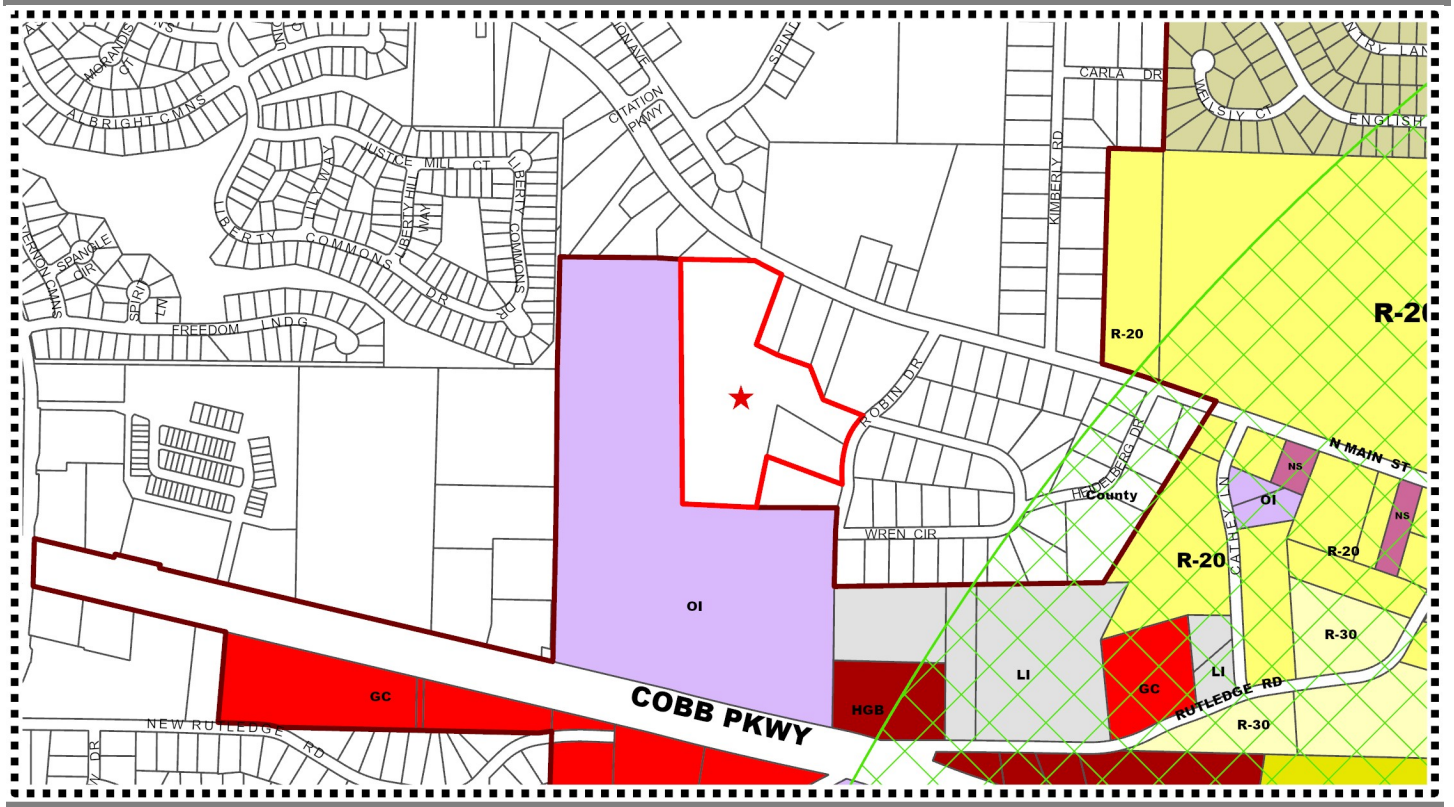
LOCATION:

The combined 12.216+/- acre tract is located off Old 41 Highway and Robin Drive and currently lies within unincorporated Cobb County. The surrounding area includes a mix of residential uses with limited commercial activity. To the east and north, the adjacent properties consist of various residential zoning classifications, including County R-20, Single Family Residential, and PRD, Planned Residential Development, characterized by single family detached homes. To the west and south, the property is bordered by a City zoned Office Institutional (OI) district, occupied by Northwest Classical Academy, a public charter school serving students in grades K–12.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

ZONING MAP



LEGEND

Zoning Districts

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

Form Based Code

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

Zoning Overlays

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

The subject parcels are located in unincorporated Cobb County and are bordered to the south and west by City zoned parcels designated Office Institutional (OI). The parcels adjacent to the subject property to the north and east are also outside the City limits and are zoned County Neighborhood Shopping (NS) and R-20, Single Family Residential, creating a transition between City zoned institutional uses and County zoned commercial and residential districts.

Both subject properties are developed with older single-family homes. The property located at 3227 Old 41 Highway contains an approximately 1,874 sq. ft. single family dwelling constructed in 1964 on roughly 10.97 +/- acres, while the property located at 3137 Robin Drive is accessed from Robin Drive and includes an approximately 1,280 sq. ft. ranch-style dwelling built in 1955.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

2022 COMPREHENSIVE PLAN UPDATE - CITY OF KENNESAW

Kennesaw Areas

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

AREA DESIGNATION

COBB PARKWAY CORRIDOR

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

SWIFT- CANTRELL PARK AREA

This area is defined by its proximity to Swift-Cantrell Park. Creating neighborhood-friendly retail and services that complement the park with future residential housing is the goal of this area. Future development in this area should be developed in a way that incorporates and promotes both motorized and non motorized access to the park. The recent investments within the park will spur redevelopment of this character area.

AREA DESIGNATION ANALYSIS

The subject parcels are located near both the Cobb Parkway Commercial Corridor and the Swift-Cantrell Park area. Although Cobb Parkway is designed to accommodate higher-intensity commercial uses along the corridor, the parcels in question function more closely as part of the Swift-Cantrell transition area due to their proximity to the park and surrounding residential neighborhoods.

This transition area is intended to support neighborhood-serving retail and service uses that complement Swift-Cantrell Park while also accommodating future residential development. The long-term vision for this area includes creating a walkable and connected environment that provides both motorized and non-motorized access to the park, enhancing overall connectivity and improving access for residents and visitors.

Future development within this area should include a variety of housing options rooted in single-family residential concepts to maintain consistency with nearby neighborhoods. Any infill development should be designed to ensure compatibility with existing homes and adjacent businesses. Architectural styles should be comparable to those found in the surrounding area to reinforce community character and maintain a cohesive development pattern.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY FUTURE LAND USE MAP

FUTURE LAND USE LEGEND

RR	Rural Residential
VLDR	Very Low Density Residential
LDR	Low Density Residential
MDR	Medium Density Residential
HDR	High Density Residential
NAC	Neighborhood Activity Center
CAC	Community Activity Center
RAC	Regional Activity Center (Note: Sub-Categories)
IC	Industrial Compatible
IND	Industrial
PIA	Priority Industrial Area
TCU	Transportation/Communication/Utilities
PRC	Park/Recreation/Conservation
PI	Public Institutional

The Future Land Use Map does not categorize any land as Undeveloped or Agriculture/Forestry; development is anticipated throughout the county.

LOCATION:

The parcels are located in unincorporated Cobb County and carry a Future Land Use (FLU) designation of Low Density Residential (LDR). According to the Cobb County Comprehensive Plan, the LDR category identifies areas appropriate for low-density housing between one (1) and two and one-half (2.5) dwelling units per acre, with the option for non-supportive senior living housing to reach up to five (5) dwelling units per acre under specific circumstances. Allowable residential density is influenced by factors such as product type and mix, building height, tract size, topography, and overall compatibility with adjacent residential uses.

Under the HB 489 Intergovernmental Agreement between the City and Cobb County, any annexation and rezoning of County parcels with an LDR future land use designation into the City limits is subject to a maximum allowable density of 3 dwelling units per acre (DUA). This density cap ensures compatibility with surrounding County zoned neighborhoods while allowing the City to provide urban-level services and maintain consistent development patterns along jurisdictional boundaries.

Together, these parcels form a large, contiguous tract that establishes a strong foundation for the future development of a single-family subdivision. Their size, configuration, and existing residential character make them well- suited for a coordinated subdivision layout and compatible density transitions between County and City zoning districts.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY SCHOOL DISTRICT

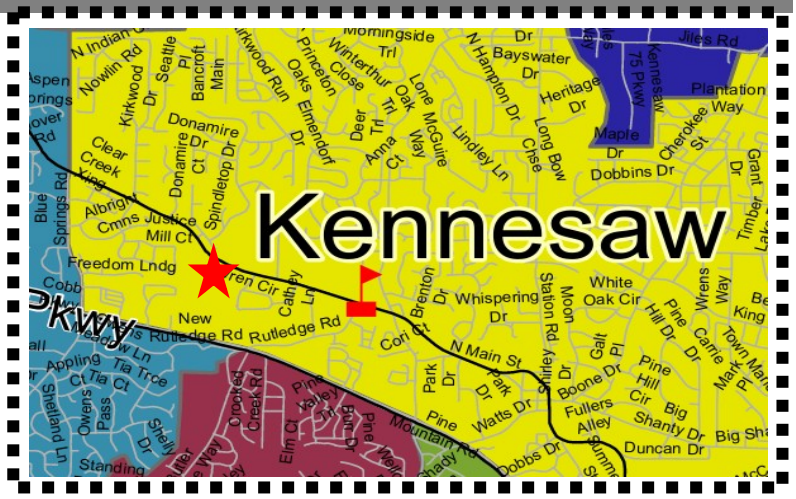
ELEMENTARY SCHOOL

School Name
Kennesaw Elementary School

Distance to School
1.1 miles

School Population
606 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP



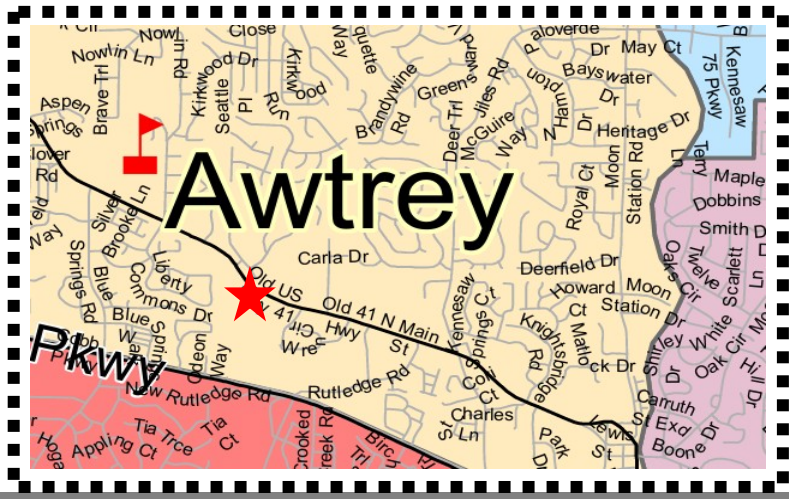
MIDDLE SCHOOL

School Name
Awtrey Middle School

Distance to School
0.9 miles

School Population
580 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP



HIGH SCHOOL

School Name
North Cobb High School

Distance to School
0.7 miles

School Population
2332 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP

★ = Proposed project location

Source: Georgia Department of Education

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

EXISTING SITE CONDITIONS - 3227 OLD 41 HWY

EXISTING SITE CONDITIONS - 3137 ROBIN DRIVE

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

DESCRIPTION OF ZONING REQUEST: **ANNEXATION/REZONING AND VARIANCE**

This is a annexation/rezoning and concurrent variance request submitted for 3227 Old 41 Hwy and 3137 Robin Drive.

REZONING:
The applicant seeks to annex the parcels into city limits and change the zoning designation from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential consisting of 35 single family dwelling units.

VARIANCE:
Request to reduce the front setback from forty (40) feet to twenty (20) feet as required by section 2.01.03.10 of the Unified Development Code (UDC).

PROJECT INTENT

The applicant is requesting to annex and rezone the property to city RA-6, Single Family district.

- Number of Units: 35 units (2.90 units/acres)
- Maximum Density: 6 units/acres
- Setbacks:
  - Front: 20 feet
  - Side: 5 feet
  - Rear: 30 feet
- Maximum Building height: 35 feet

PROPERTY DETAILS

1. **Address: 3227 Old 41 Hwy**
   Parcel ID#: 20012600270
   Total Land Acres: 10.653 +/- acres
   Property Owner: Strickland Rosemary James
   Cemeteries, Architectural, Archeological landmarks: Not apparent on this property
   State Water: Yes

2. **Address: 3137 Robin Dr**
   Parcel ID#: 20012600260
   Total Land Acres: 1.563 +/- acres
   Property Owner: Torres Victor
   Cemeteries, Architectural, Archeological landmarks: Not apparent on this property
   State Water: No

UNIFIED DEVELOPMENT CODE

Section 2.01.03.10 - Lot size, setback and building height requirements for developments within the RA-6 Residential district.

The RA-6 district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units including the combination of duplexes, triplexes, and quadraplexes, with access to both public water and sewerage for medium to high density residential classifications as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time.

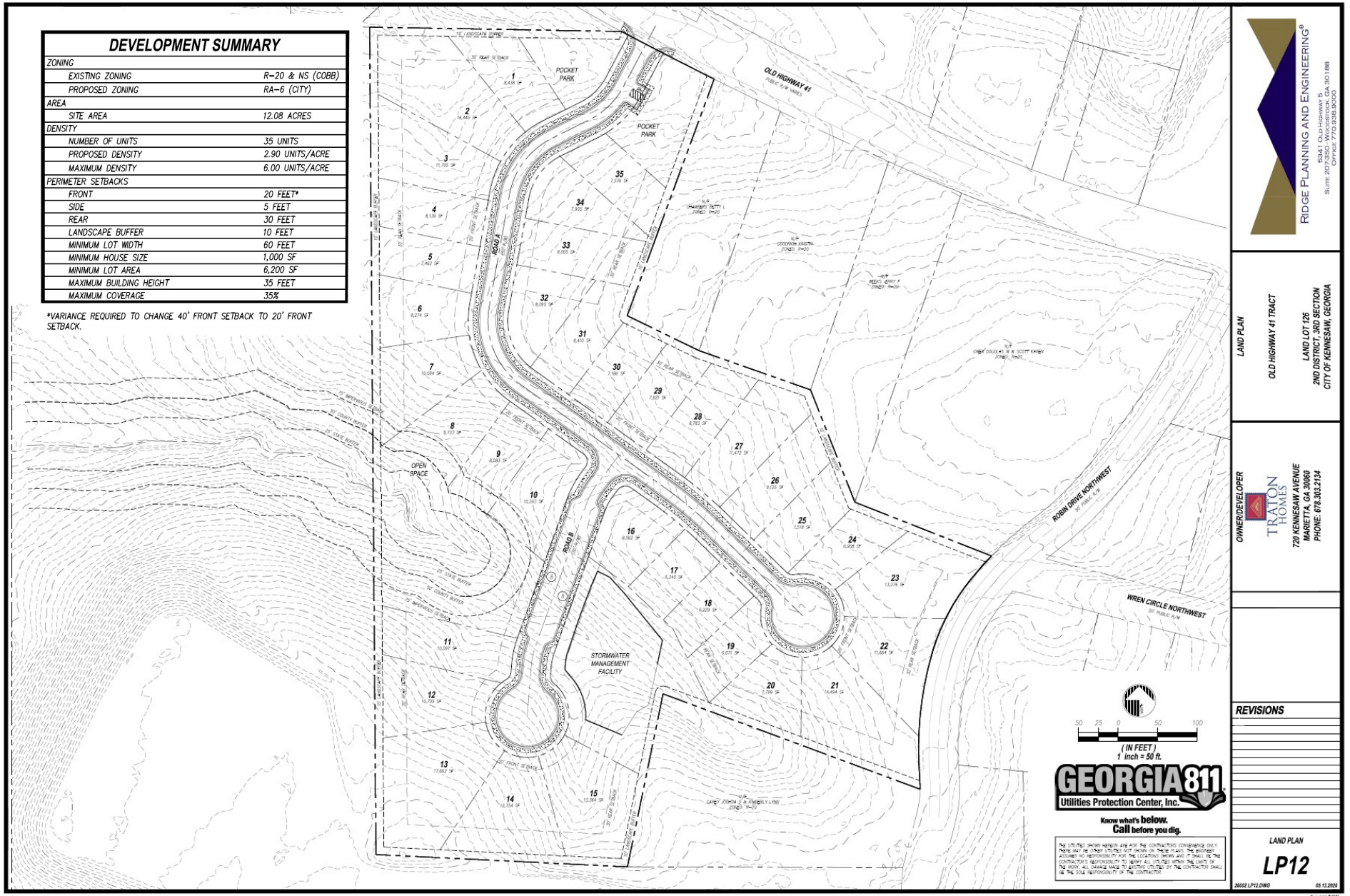
Minimum lot size	6,200 sq. ft.
Minimum acreage required	80,000 sq. ft.
Maximum acreage required	20 acres
Maximum Density	6 units per acre
Minimum floor area	1,000 sq. ft
Minimum lot width at front setback line	60 ft; cul-de-sac, 60
Minimum public road frontage	70 feet; cul-de-sac, 35 feet; 50 feet minimum public road frontage if interior to development
Maximum cover	35%
Maximum building height	35 ft
Minimum building setback	(a) Front yard as measured from arterial: 50 feet. (b) Front yard as measured from local: 40 feet. (c) Side yard (aka minor side yard): 10 feet (if not interior portion of development); 5 feet (if interior portion of development). (d) Rear yard: 30 feet (if not interior portion of development); 30 feet (if interior portion of development). (e) Major side: 25 feet

PROPOSED SITE PLAN

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.



PROPOSED SITE PLAN

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

PROPOSED ELEVATIONS & RENDERINGS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

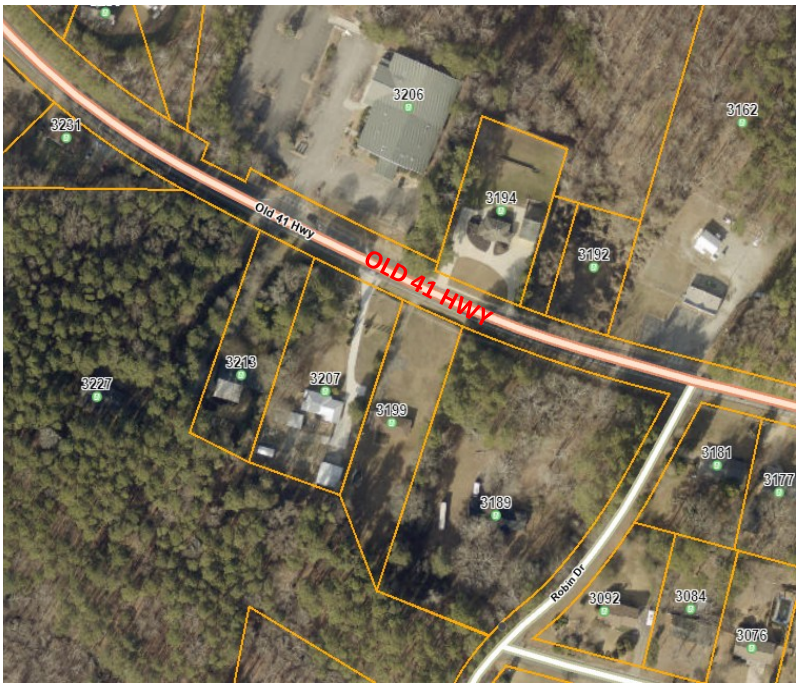
PROPOSED ELEVATIONS & RENDERINGS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

TRANSPORTATION DATA:

AERIAL OF ROAD #1



ROAD #1

Roadway Name
Old 41 Hwy

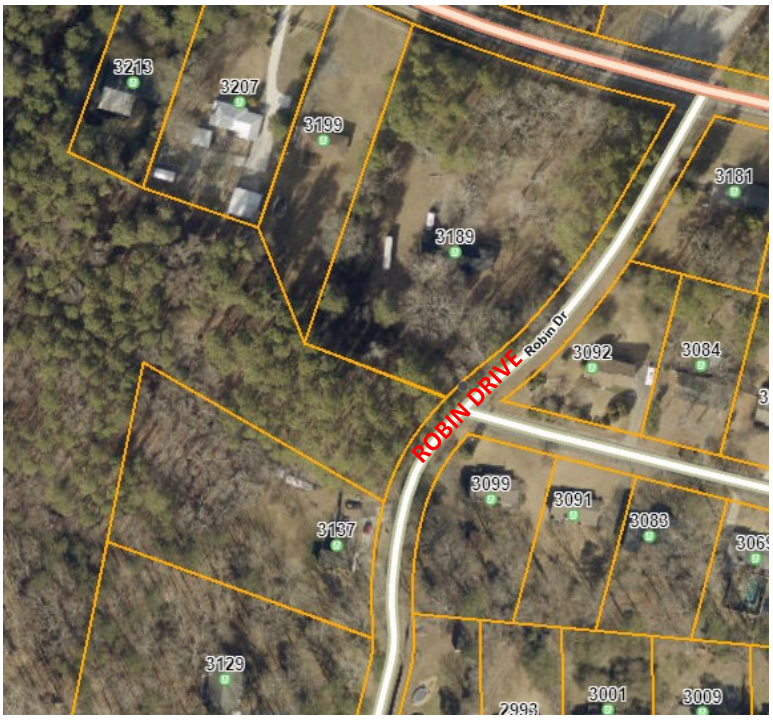
Roadway Classification
Arterials

Speed Limit
45 MPH

Jurisdictional Control
Cobb County

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

AERIAL OF ROAD #2



ROAD #2

Roadway Name
Robin Drive

Roadway Classification
Local

Speed Limit
25 MPH

Jurisdictional Control
Cobb County

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

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

ENVIRONMENTAL

Floodplain:
___ Yes
✓ No
___ Not Verified

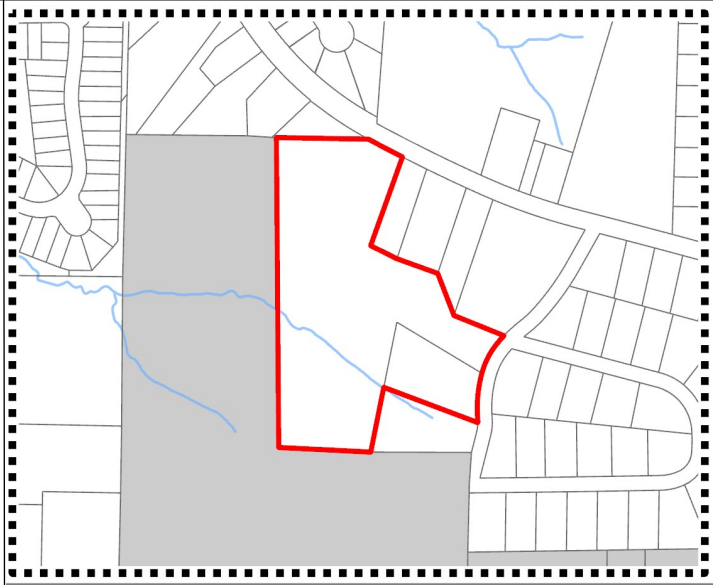
Wetlands:
___ Yes
✓ No
___ Not Verified

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

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

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

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

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

ADDITIONAL COMMENTS REGARDING PROJECT:

A stream is located along the western portion of the property, which will require compliance with all applicable stream buffer regulations and environmental protection standards during development. Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

JUL 13 2026
CITY CLERK
CITY OF KENNESAW

COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

Jessica Guinn, AICP
Director

P.O. Box 649
Marietta, GA 30061-0649
Phone (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.gov

CERTIFIED MAIL
7020 0090 0000 6545 3519

July 6, 2026

RECEIVED
JUL 13 2026
CITY CLERK
CITY OF KENNESAW

The Honorable Derek Easterling
Mayor
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

Dear Mayor Easterling:

We are in receipt of the above-referenced annexation request. The subject property has the required contiguity with the existing Kennesaw boundary for annexation. No unincorporated islands will be created or extended; in fact, this annexation will reduce an existing unincorporated island created by the Acworth and Kennesaw city boundary. There are no county buildings or facilities on this property. Most of this property is zoned R-20 (Single Family Residential), with approximately 2.22 acres designated as NS (Neighborhood Shopping). Cobb County's Future Land Use Plan (FLU) designates this area as Low Density Residential (LDR). The applicant proposes 35 single-family detached homes, pocket parks, and designated open space. Based on our HB 489 Intergovernmental Agreement, this request is not objectionable.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the Cobb County departments below. Should you have any questions or need any additional information, please contact Donald Wells, Intergovernmental Coordinator, at (770) 528-2199 or donald.wells@cobbcounty.gov.

County Staff Comments and Recommendations

Southside of Old 41 Highway, West of Robin Drive
City of Kennesaw

Water System- Chris Duggan

Water service for the proposed annexed properties will be provided by the existing CCWS water mains on Old 41 Hwy

Wastewater for the parcels will be treated at the Northwest treatment plant where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water in public rights-of-way and public easements, there would be no infrastructure loss

Planning- Historic Preservation-Mandy Elliott

No comment

Cobb County Fire Marshal's Office-Rock Toler

No Comment

GIS- Brad Gordon

No comment

Cobb DOT-Wilson Collins

Old 41 Highway and Wren Circle are located within the existing right-of-way and will continue to be owned and maintained by Cobb County. If additional adjacent parcels are annexed into the City of Kennesaw, Cobb DOT will reevaluate ownership and maintenance responsibilities at that time.

No known drainage infrastructure has been identified by Cobb DOT within or adjacent to Parcel PIN: 20012600270. Any existing or proposed drainage infrastructure located within the parcel will become the responsibility of the City of Kennesaw upon annexation, transferring ownership and maintenance obligations accordingly.

Since Cobb DOT will retain ownership and maintenance responsibility for the existing right-of-way and no county-maintained drainage infrastructure is present, no infrastructure loss is anticipated at this time.

Cemetery Preservation Committee- Helga Hong

No comment

ANN-8-2026

COMMUNITY INPUT AND STAFF FINDINGS

Staff has received numerous comments from community members regarding the proposed development. Based on the emails and calls received, the primary concerns relate to density and traffic congestion. Staff has reviewed these concerns with the following findings:

Traffic Congestion:

Both Old 41 Highway and Robin Drive are under the jurisdiction of Cobb County Department of Transportation (Cobb DOT). While the City does not have authority over roadway improvements or traffic control measures along these corridors, the application was transmitted to Cobb DOT for review as part of the intergovernmental coordination process.

Cobb DOT did not identify any objections to the proposed development and did not request additional off-site improvements. The subdivision proposes a single access point onto Old 41 Highway, which aligns with Cobb DOT's access management standards for developments of this scale.

A trip generation memo was conducted for the development to better understand the impacts of the development with access from Old 41 Hwy with findings that the proposed residential development is projected to generate 8 entering and 21 exiting trips during the AM peak hour and 23 entering and 14 exiting trips during the PM peak hour, equating to less than one vehicle per minute entering or exiting the site.

Density:

Based on the application, the applicant is requesting to rezone the property to City RA-6, which permits low to medium density single family detached and attached residential uses. The proposed 35 single-family detached homes fall within the allowable density range for RA-6 and are consistent with the HB 489 Intergovernmental Agreement, which caps density at 3 dwelling units per acre (DUA) for annexed parcels originating from Cobb County with a Low Density Residential (LDR) Future Land Use designation that is suitable for low-density housing between one (1) and two and one-half (2.5) dwelling units per acre, and non-supportive senior living housing that in certain circumstances may reach five (5) dwelling units per acre. Allowable residential density is dependent upon factors, such as product type and mix, structure/building height, tract size, topographic conditions and the like, in order to provide compatibility with adjacent residential uses.

The proposed development achieves a density of approximately 2.9 DUA, which complies with the HB 489 density limitation and maintains compatibility with surrounding County zoned neighborhoods. The lot sizes, ranging from 6,200 sq. ft. to 17,662 sq. ft., further support a transitionary density pattern appropriate for this location.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

PLANNING AND ZONING

Site Visit:
✓ Yes
___ No

Staff Member:
Name: Chanelle Campbell
Date of Visit: 07/29/26

Land Use Recommendation:
Residential development is a compatible use

Historic Preservation:
Not located in the historic district

Cemetery Preservation:
No cemeteries on site

DENSITY ANALYSIS

RESIDENTIAL: 35 Units (Single Family Detached)

Total Land Area: 12.216 +/- acres
Maximum Density: 6.0 Units/Acres
Proposed Density: 2.90 Units/Acres

Parking Requirement: 2 spaces per dwelling unit minimum, plus .35 parking spaces per new unit for overall new development = 35 X 2.35 =82 parking

- Proposed: 2 car garage per unit = 70 parking
- Guest parking = 16
- Total = 86 parking spaces

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **ANNEXATION & REZONING**

The applicant, Traton, LLC, represented by J. Kevin Moore of Moore, Ingram, Johnson & Steele, LLP, is requesting annexation and rezoning of approximately 12.216 +/- acres from County R-20, Single Family Residential, and NS, Neighborhood Shopping, to City RA-6, Residential. The request is intended to accommodate a new subdivision consisting of 35 single-family detached homes on lots ranging from 6,200 sq. ft. to 17,662 sq. ft.

The subject parcels are located in unincorporated Cobb County off Old 41 Highway and Robin Drive, surrounded primarily by residential uses with limited commercial activity. To the north is Cobb Vineyard Church, and to the south is Northwest Classical Academy, a public charter school serving grades K–12. This area reflects a transitional pattern of established residential neighborhoods supported by civic and institutional uses. The proposed homes are anticipated to be priced around $400,000, with the development intended to support workforce housing, providing attainable homeownership opportunities for households employed within the community.

The site plan features a cohesive residential layout supported by community oriented amenities, including pocket parks and dedicated open space gathering areas. Each home will include a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk, allowing two additional vehicles to park without obstructing pedestrian access. The subdivision will be served by a single point of access from Old 41 Highway.

Exterior materials will consist of high-quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten ensuring visual compatibility with surrounding development patterns and maintaining a consistent architectural character throughout the neighborhood.

A copy of the application was transmitted to Cobb County for review in accordance with the HB 489 Intergovernmental Agreement. Staff subsequently received the County's formal notice of non-objection to the proposed annexation and rezoning. No additional concerns were identified regarding the development's impact on existing public infrastructure or County provided services, indicating that the request is consistent with the coordination procedures outlined in HB 489.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **VARIANCE**

The applicant has submitted a concurrent variance application to deviate from section 2.01.03.10 of the Unified Development Code. The applicant is requesting to:

1. Request to reduce the front setback from forty (40) feet to twenty (20) feet.

The applicant has submitted a variance request to reduce the required minimum front setback from forty (40) feet to twenty (20) feet. Due to the irregular shape of the tract and the resulting limitations on building placement, the reduced setback provides necessary flexibility for the subdivision layout. This adjustment allows the homes to be sited appropriately while ensuring the land is efficiently utilized and that functional, adequately sized backyards remain available to future homeowners.

The request has been reviewed based on the standards outlined in *Section 9.02.00* of the Unified Development Code which states that variances may be granted using the following criteria:

A. There is extraordinary and exceptional conditions pertaining to the property because of its size, shape or topography;

B. The application of the UDC standards to property creates practical difficulty or unnecessary hardship.

C. The practical difficulty and/or unnecessary hardship are conditions which are peculiar to the property involved; and

D. Relief, if granted, would not cause substantial detriment to the public good or impede the purposes and intent of the UDC

The proposed site is encumbered by an on-site stream along the western boundary and has an irregular overall shape, both of which significantly constrain the developable area and limit the placement of homes in the development. These physical conditions create challenges for establishing a uniform lot layout and meeting standard setback requirements while still providing functional yards and maintaining compatibility with surrounding residential development.

Taken together, these extraordinary physical conditions create limitations that are unique to this parcel and not commonly found on surrounding properties. Because these constraints directly impair the reasonable use of the land under standard zoning requirements, the circumstances meet the threshold for considering a variance, as the hardship arises from the inherent characteristics of the property rather than from actions of the applicant.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **RECOMMENDATIONS**

Staff has evaluated the applicant's request in accordance with the standards for decision outlined in Section 10.01.02, Rezoning Procedures, as well as the requirements of Section 2.01.03.10, RA-6 Residential District, Section 4.01.02, Development Standards for Development, and Section 9.02.00 of the Unified Development Code (UDC), with the following observations:

According to the UDC, the RA-6 Residential District is established to provide locations for the development of affordable single-family detached or attached residential dwelling units, including duplexes, triplexes, and quadraplexes, with access to public water and sewer. The district supports medium to high density residential classifications as defined by the City of Kennesaw Comprehensive Land Use Plan, as amended.

The proposed project aligns with the intent of the RA-6 district by introducing affordable, single-family detached homes within a density framework that supports attainable housing options. The subdivision layout, lot sizes, and anticipated price point further reinforce the district's purpose of expanding housing opportunities for a range of household types while maintaining compatibility with surrounding residential development patterns.

ZONING ADMINISTRATOR'S RECOMMENDATION:

Based on the findings outlined in the analysis section of the staff report, City Staff recommends:

1. **Approval** of the request to annex the property into the city limits
2. **Approval with conditions** of the rezoning request from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential consisting of 35 single-family dwelling units.
3. Further more City Staff recommends **approval** of the following variance request:
    1. Request to reduce the front setback from forty (40) feet to twenty (20) feet.

PROPOSED ZONING CONDITIONS:

1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.
2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/ elevations submitted with the application. Exterior materials shall consist of high quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.

7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development.

PLANNING COMMISSION RECOMMENDATION:

During the August 5,2026, meeting the Planning Commission recommended the following:

- Approval of the request to **annex** the property into the city limits.
- Approval of the request to **rezone** from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential with conditions as outlined by staff with the addition that " Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development."
- Approval of the **variance** request to reduce the front setback from forty (40) feet to twenty (20) feet.

MAYOR AND COUNCIL RECOMMENDATION:

To be determined on August 17, 2026.

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION

(Page 1 of 2)
(Amended)

Date Received 6/25/26
Staff's Initials RG

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Parcel ID 20012600270 Lot Size 12.216 (Overall)
10.653 (Strickland Tract)

Resident Population 1 Housing Units 1 Other Buildings 0

Zoning Request from:

Present Zoning R-20, NS (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: Carolyn E. Cook
Notary

May 15, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA EXP. JAN 10, 2027

TITLEHOLDER Rosemary James Strickland **(Phone#)** [redacted]

Titleholder Address 3227 Old 41 Highway, N.W. Kennesaw, GA 30144 **Email** [redacted]

Signature Rosemary James Strickland
Rosemary James Strickland

Signed, sealed and delivered in presence of: Carolyn E. Cook
Notary

April 9, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA EXP. JAN 10, 2027

Z\P&Z FORMS\Applications 2025

Page

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION
(Page 2 of 2)
(Amended)

Date Received 6/25/26
Staff's Initials RG

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3137 Robin Drive

Parcel ID 20012600260 Lot Size 12.216 (Overall)
1.563 (Torres Tract)

Resident Population 4 Housing Units 1 Other Buildings 2

Zoning Request from:

Present Zoning R-20 (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 1, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Victor Torres (Phone#) [redacted]

Titleholder Address 3137 Robin Drive Kennesaw, GA 30144 **Email** [redacted]

Signature: _____
Victor Torres

Signed, sealed and delivered in presence of: _____ 6/25, 2026
Notary Date

CILIA RODRIGUEZ BARTOW COUNTY GEORGIA NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 08, 2030

Z\P&Z FORMS\Applications 2025

Page 3

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate form must be completed by each applicant

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

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 6th day of May, 2026

Traton, LLC

BY: _____

Applicants Signature

William C. Poston, Jr., Authorized Signatory

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

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:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 15th day of May, 2026

Moore Ingram Johnson & Steele, LLP

BY: _____

Applicants Signature

J. Kevin Moore; GA Bar No. 519728

Attorneys for Applicant and Titleholders

[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.

CITY OF KENNESAW

Section 1908 Standards for Decisions – Annexation/Rezoning

Section 1908 of the Kennesaw Zoning Code details thirteen [sic] zoning review factors, which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. Please provide responses to the following using additional pages if necessary:

(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objective?

The proposed rezoning is consistent with the City's Future Land Use Map, and would allow for the highest and best use of the property. Further, the proposed residential community would be compatible with and complementary to the surrounding area.

(2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets?

The proposed rezoning will have minimal traffic impact given the existing traffic volumes on Old Highway 41.

(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers?

The proposed community would meet all public safety and fire requirements and would enable full development of the property as intended without the dangers associated with undeveloped portions.

(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the City?

The proposed rezoning would promote the public health and general welfare of the City by providing additional, quality homeownership in close proximity to parks and downtown Kennesaw.

(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air?

The proposed rezoning will have no impact on adequate light or air.

(6) Would the proposed amendment tend to cause, prevent, or have no influence on the overcrowding of land?

The proposed rezoning will have no influence on the overcrowding of land. The proposed community fully protects all sensitive streams and stream buffers as well as includes multiple areas for community parks and open space.

(7) Would the proposed amendment tend to cause, prevent, or have no relationship on the population distribution within the City creating any area as dense in population as to adversely affect the health, safety, and general welfare of the City?

The proposed rezoning will have no adverse effect on the distribution of the population within the City.

(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?

The proposed rezoning will have no adverse impact on public services, utilities and facilities.

(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?

The proposed rezoning is compatible to environmental conditions of surrounding properties as the proposal fully protects streams and stream buffers; as well as, includes multiple areas for community parks and open space.

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

The proposed rezoning will require no expenditure of public funds.

(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area?

The proposed rezoning will promote the aesthetics of the surrounding area by adding quality, new homes proximate to existing parks and downtown Kennesaw.

(12) Would the proposed amendment have measurable adverse economic effect on the value of the surrounding or adjacent property?

The proposed rezoning will have a measurable, positive economic effect on the surrounding property by allowing quality development of property for further homeownership opportunities within the City of Kennesaw.

RE: AX2026-01/RZ2026-05 &
ZV2026-03

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out on July 10, 2026 in accordance with the application requirements.

MOORE INGRAM JOHNSON & STEELE, LLP

July 14, 2026
Date

BY: _____
~~Applicant~~ Authorized Agent
J. Kevin Moore; GA Bar No. 519728
Attorneys for Applicant and Property Owners

Sworn and subscribed before me this 14th day of July 2026

Carolyn E. Cook
Notary Public

My Commission Expires January 10, 2027

CAROLYN E COOK NOTARY PUBLIC EXP. JAN. 10, 2027 COBB COUNTY, GA

Independent Probate

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to Official Code of Georgia Annotated § 53-3-11)
Estate No.: 06-0267
GEORGIA, COBB COUNTY

DATE ORDER GRANTED: March 21, 2006

GRANTOR: (NAME OF DECEDENT) **HERSHEL EDWARD STRICKLAND**

GRANTEE: (FULL NAME OF SURVIVING SPOUSE, ~~AND EACH MINOR CHILD, AND DATE OF BIRTH OF EACH MINOR~~)
ROSEMARY JAMES STRICKLAND

Legal Description of Real Property and Interest Therein:
All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section of Cobb County, Georgia, and being 10.97 acres as per plat of survey by Robert T. Weaver, Surveyor, dated June 3, 1964, and being more particularly described as follows:

BEGINNING at a point on the westerly side of Robin Drive, which point is located 459 feet south of the southwest intersection of Old U. S. Highway No. 41 and Robin Drive, at a point and corner marked by an iron pin; thence north 72 degrees 32 minutes west 181.5 feet to a point and corner marked by an iron pin; thence north 15 degrees 01 minutes east 173.8 feet to a point and corner marked by an iron pin; thence north 82 degrees 48 minutes west 101.9 feet to a point and corner marked by an iron pin; thence south 15 degrees 17 minutes west 45 feet to a point and corner marked by an iron pin; thence north 75 degrees 26 minutes west 149.3 feet to a point and corner marked by an iron pin; thence north 68 degrees 51 minutes west 101 feet to a point and corner marked by an iron pin; thence north 15 degrees 12 minutes east 319.4 feet to a point and corner on Old U.S. Highway No. 41; thence north 68 degrees 10 minutes west 135 feet to a point and corner marked by an iron pin; thence south 86 degrees 33 minutes west 322.4 feet to a point and corner marked by an iron pin; thence south 5 degrees 45 minutes east 1052.5 feet to a point and corner marked by an iron pin; thence north 87 degrees 55 minutes east 316 feet to a point and corner marked by an iron pin; thence north 6 degrees 42 minutes east 449 feet to a point and corner marked by an iron pin; thence south 64 degrees 23 minutes east 351.6 feet to a point and corner marked by an iron pin on the west side of Robin Drive; thence north 14 degrees east along Robin Drive 100 feet to a point and corner marked by an iron pin; thence north 33 degrees 35 minutes east 50 feet to the point of beginning.

Also land in _____ Count(y)(ies).

Certificate prepared by:

I do certify that the information herein is true and correct.

SEN

JUDGE OF THE PROBATE COURT

Signature of Attorney **Donald D. Smith**
State Bar No. 655800

By: _____
Clerk, Probate Court of **Cobb** County

Delivered to **Cobb County** Superior Court, April 6, , **2006.**

Deed Book 14311 Pg 1936
Filed and Recorded Apr-06-2006 09:59am
2006-0054737
Real Estate Transfer Tax $0.00

Clerk of Superior Court Cobb Cty. Ga.

Deed Book 12926 Pg 393
Filed and Recorded Sep-24-1999 08:02am
1999-0160512
Real Estate Transfer Tax $93.90

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RETURN TO:
MORRIS & SCHNEIDER, P.C.
2781 WHITLEY ROAD
ATLANTA, GEORGIA 30339
89P0502M

10.00

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

This Indenture made this **31st** day of **August,** in the year **One Thousand Nine Hundred Ninety-Nine**, between **JEFFREY M. BALL and DEBORAH M. BALL**, of the County of COBB, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **VICTOR TORRES**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING 1.582 ACRES AS PER PLAT OF SURVEY PREPARED FOR JEFFREY M. BALL, DATED FEBRUARY 20, 1992, AND PREPARED BY ANASTASIOS COSTARIDES, GEORGIA REGISTERED LAND SURVEYOR NO. 2448, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH CRIMP TOP IRON PIN LOCATED ON THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE, WHICH IRON PIN IS 646.00 FEET SOUTH OF THE INTERSECTION OF THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE; RUNNING THENCE SOUTH 07 DEGREES 18 MINUTES 22 SECONDS WEST ALONG THE WESTERLY SIDE OF THE RIGHT OF WAY OR ROBIN DRIVE FOR A DISTANCE OF 185.14 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 68 DEGREES 23 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 348.39 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 08 DEGREES 33 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 224.83 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE SOUTH 61 DEGREES 59 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 355.66 FEET TO AN IRON PIN AT THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY IS IMPROVED PROPERTY WITH A HOUSE LOCATED THEREON KNOWN AS 3137 ROBIN DRIVE, KENNESAW, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN COBB COUNTY, GEORGIA, AND IS ALSO SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN PLAT BOOK 68, PAGE 165, COBB COUNTY, GEORGIA RECORDS.

Subject to all 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 whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

CYNTHIA MARX NOTARY PUBLIC EXPIRES GEORGIA DEC. 20, 1999 COBB COUNTY STATE OF GEORGIA

Jeffrey M. Ball (Seal)
JEFFREY M. BALL

Deborah M. Ball (Seal)
DEBORAH M. BALL

Written Description: Old 41 Highway and Robin Drive Overall

All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail set at the centerline intersection of Robin Drive (50’ public right of way) and Wren Circle (50’ public right of way);
thence N35°41'53"W for a distance of 29.33 feet to a 1/2” rebar found at the westerly right of way of Robin Drive (50’ public right of way), said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence along the said right of way of Robin Drive the following courses and distances:
149.98 feet along the arc of a curve to the left, said curve having a radius of 238.53 feet and being subtended by a chord of S28°58'08"W, 147.52 feet to a 1/2" rebar set;
S06°30'58"W for a distance of 189.04 feet to a 1/2" rebar found;
thence leaving said right of way N66°17'54"W for a distance of 348.42 feet to a 1/2" rebar found (bent);
thence S10°37'02"W for a distance of 223.91 feet to a 1-1/2” crimped top pipe found;
thence N87°39'27"W for a distance of 315.70 feet to a 1-1/4” crimped top pipe found;
thence N01°18'41"W for a distance of 1050.87 feet to a 1/2" rebar set;
thence S88°56'55"E for a distance of 321.92 feet to a 1/2” rebar found at the southerly right of way of Old 41 Highway (apparent 60’ width public right of way);
thence along said right of way S63°51'43"E for a distance of 136.42 feet to a 1/2" rebar found;
thence leaving said right of way S19°51'21"W for a distance of 323.01 feet to a 3/4” rebar found;
thence S67°00'57"E for a distance of 98.78 feet to a 1/2” rebar found;
thence S70°35'00"E for a distance of 149.97 feet to a 1” crimped top pipe found;
thence S22°21'27"E for a distance of 151.79 feet to a 1/2" rebar found;
thence S67°57'38"E for a distance of 181.17 feet to a 1/2” rebar found at the westerly right of way of Robin Drive, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 12.216 acres.

Printed: 4/16/2026

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:
TORRES VICTOR

TORRES VICTOR

Payment Date: 12/5/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600260	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$39.41	$107.24	$0.00	$0.00	$2,291.35	**$0.00**

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

Printed: 3/20/2026

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:
Rosemary Strickland

STRICKLAND ROSEMARY JAMES

Payment Date: 9/4/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600270	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$1,570.21	**$0.00**

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

TOTAL AREA= 12.216 ACRES

RESERVED FOR PLAT FILING

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 34,881. IT HAS BEEN ADJUSTED USING THE COMPASS METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF
1 IN 615,104 (OVERALL)
1 IN 1,627,382 (TRACT 1)
1 IN 136,173 (TRACT 2)

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 VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS 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: 5–4–2026

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

BY GRAPHIC PLOTTING ONLY, NO PORTIONS 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 13067C0017H DATED 10/05/2018 AND 13067C0019H DATED 10/5/2018.

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. THE UNDERGROUND UTILITIES ARE SHOWN HEREON BASED ON LOCATION OF MARKINGS PROVIDED BY:

RHD SERVICES
P.O. BOX 813399
SMYRNA, GEORGIA 30081
TEL. (404.874.8585)

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE) WERE LOCATED BY RHD SERVICES UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON–METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES NOT PROVIDED TO SURVEYOR AND CANNOT BE VERIFIED.

LOCATION OF JURISDICTIONAL WATERS NOT INCLUDED IN THE SCOPE OF THIS SURVEY. SUCH WATERS MAY EXIST THAT ARE NOT SHOWN HEREON.

REFERENCE:
1) PB 47, PG 138

SYMBOL LEGEND

- IPF 1/2" REBAR FOUND
- IPS 1/2" REBAR SET
- RIGHT–OF–WAY MONUMENT FOUND
- (42) ADJOINING LOT NUMBER
- (26) LOT NUMBER
- (175) LAND LOT NUMBER
- AIR CONDITIONING UNIT
- BENCHMARK
- BOLLARD
- HANDICAP PARKING SPOT
- SIGN
- MANHOLE – UNKNOWN TYPE
- HANDHOLE
- CABLE TV BOX
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELEC ELECTRIC PEDESTAL
- GUY WIRE AND ANCHOR
- GUY POLE
- LIGHT POLE (LP)
- POWER POLE (PP)
- SERVICE POLE
- HIGH VOLTAGE POWER POLE (HVPP)
- 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
- PEDESTRIAN 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
- W WATER VAULT
- TREE

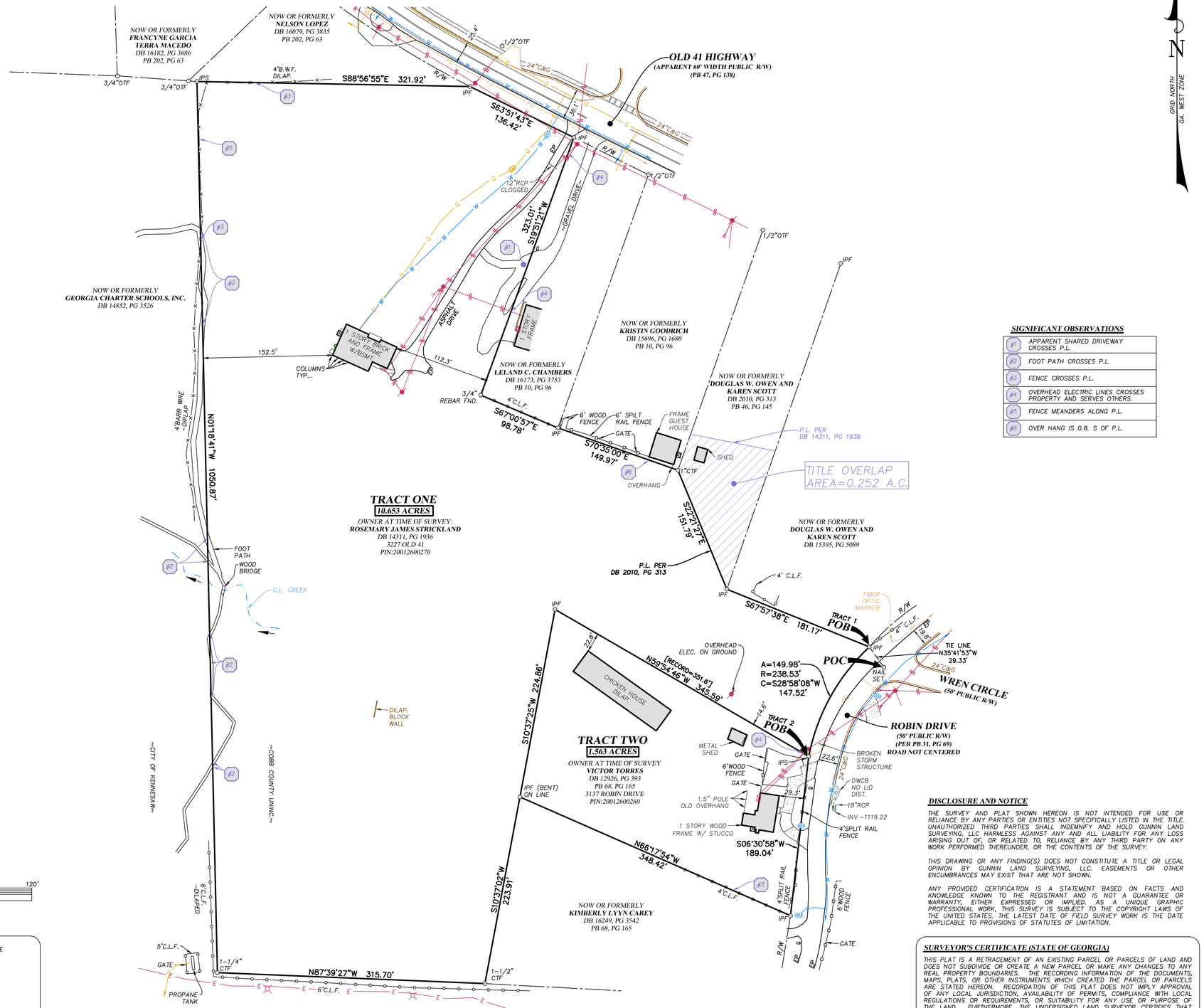
ABBREVIATIONS

A.E.	ACCESS EASEMENT
BC	BACK OF CURB
BM	BENCHMARK
BSL	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
C.L.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CONC.	CONCRETE
CTF	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
OCS	OUTLET CONTROL STRUCTURE
SWCB	SINGLE WING CATCH BASIN
PI	PEDESTAL INLET
YI	YARD INLET
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE

60' 0 60' 120'
1"=60'
SCALE IN FEET

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
- RIGHT–OF–WAY CENTERLINE
- CREEK CENTERLINE
- LAND LOT LINE
- METAL FENCE
- WIRE FENCE
- WOOD FENCE
- GUARDRAIL
- RAILROAD TRACK
- OHU OVERHEAD UTILITY LINE
- TV UNDERGROUND CABLE TV LINE
- E UNDERGROUND ELECTRIC LINE
- FO UNDERGROUND FIBER OPTIC LINE
- G UNDERGROUND GAS PIPE
- SS UNDERGROUND SANITARY SEWER PIPE
- UNDERGROUND STORM SEWER PIPE
- SL UNDERGROUND STREET LIGHTING LINE
- T UNDERGROUND TELEPHONE LINE
- TR UNDERGROUND TRAFFIC LINE
- W UNDERGROUND WATER PIPE



TRACT ONE
10.653 ACRES

OWNER AT TIME OF SURVEY:
ROSEMARY JAMES STRICKLAND
DB 14311, PG 1936
3227 OLD 41
PIN:20012600270

TRACT TWO
1.563 ACRES

OWNER AT TIME OF SURVEY
VICTOR TORRES
DB 12926, PG 393
PB 68, PG 165
3137 ROBIN DRIVE
PIN:20012600260

SIGNIFICANT OBSERVATIONS

#1	APPARENT SHARED DRIVEWAY CROSSES P.L.
#2	FOOT PATH CROSSES P.L.
#3	FENCE CROSSES P.L.
#4	OVERHEAD ELECTRIC LINES CROSSES PROPERTY AND SERVES OTHERS.
#5	FENCE MEANDERS ALONG P.L.
#6	OVER HANG IS 0.8. S OF P.L.

DISCLOSURE AND NOTICE

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

THIS DRAWING OR ANY FINDING(S) DOES NOT CONSTITUTE A TITLE OR LEGAL OPINION BY GUNNIN LAND SURVEYING, LLC. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN.

ANY PROVIDED CERTIFICATION IS A STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. AS A UNIQUE GRAPHIC PROFESSIONAL WORK, THIS SURVEY IS SUBJECT TO THE COPYRIGHT LAWS OF THE UNITED STATES. THE LATEST DATE OF FIELD SURVEY WORK IS THE DATE APPLICABLE TO PROVISIONS OF STATUTES OF LIMITATION.

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15–6–67.

JESSE R. GUNNIN, GA RLS NO. 3079 — DATE 5–13–26

GRID NORTH
GA. WEST ZONE

REVISION	DATE

BOUNDARY SURVEY FOR:
TRATON HOMES

LOCATED IN LAND LOT 126
20th DISTRICT, 2nd SECTION
COBB COUNTY, GEORGIA
MAY 13, 2026

GUNNIN SURVEY
www.gunninsurvey.com
678.880.7592
141 Railroad Street, Suite 116
Canton, Georgia 30114
Georgia LSF 000533 - Gunnin Land Surveying, LLC

GEORGIA REGISTERED No. 3079 LAND SURVEYOR JESSE R. GUNNIN

DRAWN BY: PRW
CHECKED BY: JRG

PROJECT NO. **26032**

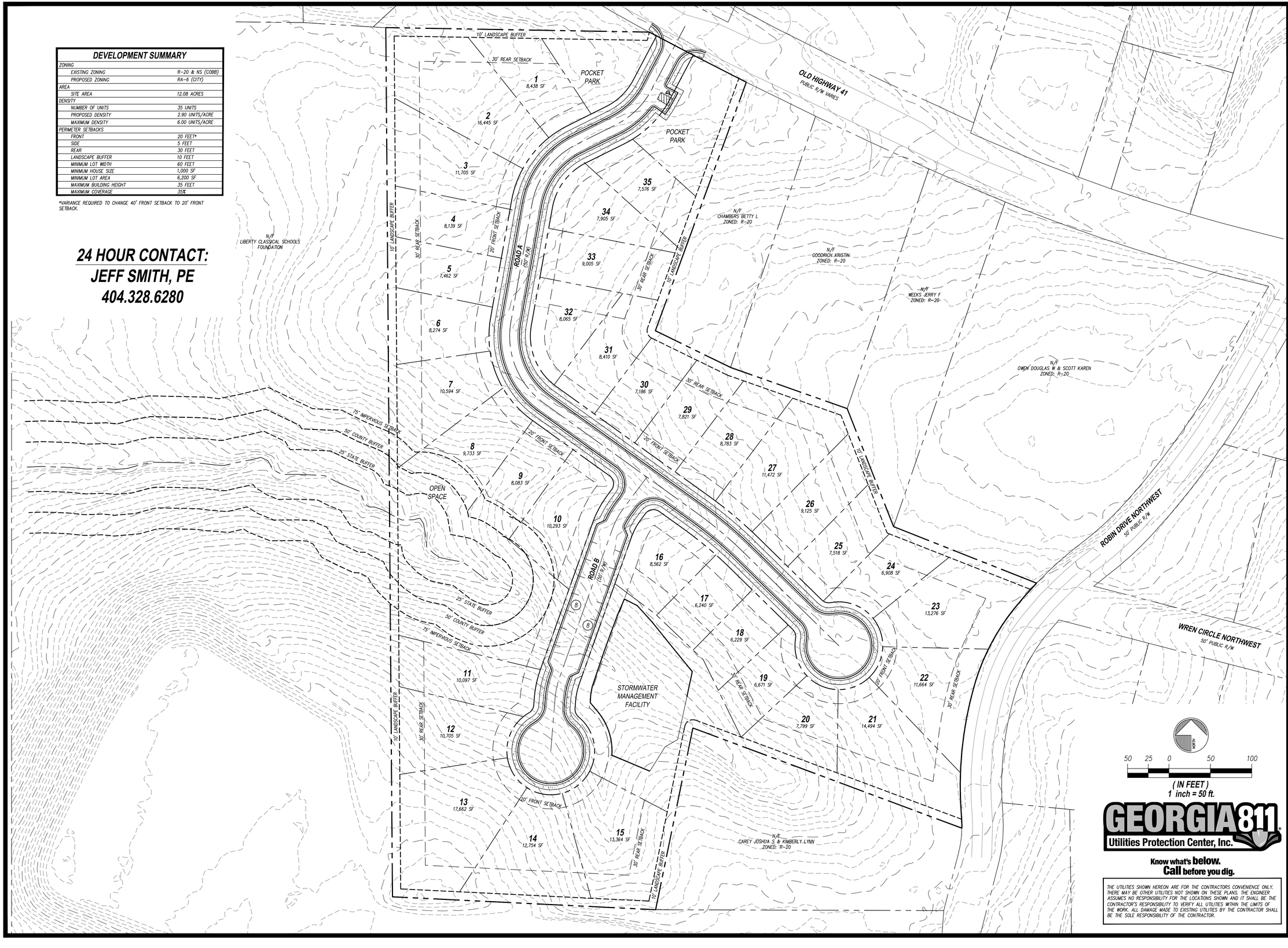
SHEET	OF
1	1

FILENAME: 26032 Old 41 Highway 3227.dwg PLOT DATE: 05.13.2026

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.

24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280



GEORGIA 811
Utilities Protection Center, Inc.
Know what's **below.**
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING®
5341 OLD HIGHWAY 5
SUITE 207,350 - WOODSTOCK, GA 30188
OFFICE 770.938.9000

LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA

OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134

REVISIONS

LAND PLAN
LP12

26002 LP12.DWG 05.13.2026

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DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.

24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280

LEGEND
- Single-Family Lots (35 lots, 7.77 ac)
- Open Space / Common Area (2.5 ac)
- Right-of-Way (1.9 ac)
- Pavement

OLD HIGHWAY 41
PUBLIC R/W VARIES

ROBIN DRIVE NORTHWEST
50' PUBLIC R/W

WREN CIRCLE NORTHWEST
50' PUBLIC R/W

ROAD A
(50' R/W)

ROAD B
(50' R/W)

POCKET PARK

POCKET PARK

OPEN SPACE

STORMWATER MANAGEMENT FACILITY

1 8,438 SF
2 16,445 SF
3 11,705 SF
4 8,139 SF
5 7,462 SF
6 8,274 SF
7 10,594 SF
8 9,733 SF
9 8,083 SF
10 10,293 SF
11 10,097 SF
12 10,705 SF
13 17,662 SF
14 12,754 SF
15 13,364 SF
16 8,562 SF
17 6,240 SF
18 6,229 SF
19 6,671 SF
20 7,799 SF
21 14,494 SF
22 11,664 SF
23 13,276 SF
24 6,908 SF
25 7,518 SF
26 9,125 SF
27 11,472 SF
28 8,783 SF
29 7,821 SF
30 7,186 SF
31 8,410 SF
32 8,065 SF
33 9,005 SF
34 7,905 SF
35 7,576 SF

30' REAR SETBACK
20' FRONT SETBACK
10' LANDSCAPE BUFFER
25' STATE BUFFER
50' COUNTY BUFFER
75' IMPERVIOUS SETBACK

N/F
LIBERTY CLASSICAL SCHOOLS FOUNDATION

N/F
CHAMBERS BETTY L
ZONED: R-20

N/F
GOODRICH KRISTIN
ZONED: R-20

N/F
WEEKS JERRY F
ZONED: R-20

N/F
OWEN DOUGLAS W & SCOTT KAREN
ZONED: R-20

N/F
CAREY JOSHUA S & KIMBERLY LYNN
ZONED: R-20

50 25 0 50 100
(IN FEET)
1 inch = 50 ft.

GEORGIA811
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THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

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OFFICE 770.938.9000

LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA

OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134

REVISIONS

LAND PLAN
LP12

26002 LP12.DWG 05.13.2026

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ATTACHMENT TO ANNEXATION/REZONING APPLICATION

(Amended June 25, 2026)

Application Nos.:	**AX2026-001; RZ2026-005**
Hearing Dates:	**August 5, 2026** **August 10, 2026** **August 17, 2026**
Applicant:	**Traton, LLC**
Titleholders:	**Rosemary James Strickland;** **Victor Torres**
Tax Parcel Identification Nos.:	**20012600270; 20012600260**

AMENDED LETTER OF INTENT

(Amended June 25, 2026)

The property which is the subject of the Rezoning Application consists of two tracts, totaling 12.216 acres, more or less, and is located along the southerly side of Old 41 Highway and the westerly side of Robin Circle, Land Lot 126, 20th District, 2nd Section, unincorporated Cobb County, Georgia (hereinafter "Property" or "Subject Property"). A small portion of the Property located along Old 41 Highway is zoned Neighborhood Shopping ("NS"), with the remainder of the Property being zoned R-20, per the Cobb County Zoning Ordinance. Applicant seeks annexation of the Subject Property into the City of Kennesaw and rezoning to the City's RA-6 zoning classification to allow for development of a single-family detached community.

The proposed single-family detached community will contain a maximum of thirty-five (35) homes; as well as, an amenity area, together with open space areas surrounding the overall development and pocket park areas among the residences. The architecture of the residences will be traditional and cottage style with exteriors consisting of brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten, and combinations thereof. The residences will be a maximum of two-stories in height and contain approximately 2,500 square feet. Access to the community will be from Old 41 Highway.

Due to the location of creek and flood plain issues, development of the Property is restrictive. Applicant's proposed single-family detached community takes into account the restrictions of the Property and utilizes it to its highest and best use. The proposed rezoning to the City's RA-6 zoning category will provide a more suitable use for the Subject Property than uses allowed under Cobb County's existing NS and R-20 zoning classifications. Additionally, the proposed community will be better suited and less intrusive to the area and adjacent properties than uses allowed under the existing NS and R-20 zoning classifications. The proposed residential development will provide a quality and affordable community for future residents of the City of Kennesaw. The community is within walking distance of Swift Cantrell Park and other parks, venues, and businesses. The proposed community will not adversely affect the use or usability of adjacent or nearby properties. Approval of the proposed annexation and RA-6 zoning category will provide rezoning which is

better suited for the Property and the surrounding area, while having minimal impact on schools, public safety and emergency facilities, wastewater, stormwater facilities, and other public services.

Applicant is very excited about the opportunity of the proposed community and being able to provide additional quality living areas within the City of Kennesaw. The use of the Property for the proposed community is ideal in light of the surrounding uses and the Property's limitations. Given the project is adjacent to the existing residential areas, there should be little to no impact on nearby properties and uses.

ATTACHMENT TO ANNEXATION/REZONING APPLICATION
(Amended June 25, 2026)

Application Nos.: **AX2026-001; RZ2026-005**
Hearing Dates: **August 5, 2026**
August 10, 2026
August 17, 2026

BEFORE THE PLANNING COMMISSION AND THE MAYOR AND CITY COUNCIL FOR THE CITY OF KENNESAW, GEORGIA

AMENDED CONSTITUTIONAL CHALLENGE
ATTACHMENT TO ANNEXATION/REZONING APPLICATION

COME NOW, Applicant, TRATON, LLC (hereinafter referred to as "Applicant"), and Titleholders, ROSEMARY JAMES STRICKLAND and VICTOR TORRES (hereinafter collectively referred to as "Titleholders"), and assert the following:

1.

By Annexation/Rezoning Application dated and submitted on May 15, 2026, Applicant and Titleholders applied for annexation and rezoning of certain real property, being approximately 12.216 acres, more or less, lying and being in unincorporated Cobb County, Georgia, a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the "Property" or the "Subject Property").

2.

By amendment to the Annexation/Rezoning Application submitted contemporaneously, Applicant and Titleholders seek rezoning of the Property from the existing zoning categories of Neighborhood Shopping ("NS") and R-20, as established by the governing authority of Cobb County, under and pursuant to Ga. Laws 1956, p. 2006 (hereinafter the "Zoning and Planning Ordinance of Cobb County"), as amended, to the

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proposed zoning category of RA-6, as established by the governing authority of the City of Kennesaw, Georgia, under and pursuant to The Unified Development Code City of Kennesaw, Georgia (hereinafter the "Unified Development Code of the City of Kennesaw").

3.

With respect to the Property within the NS zoning classification (Cobb County), Applicant and Titleholders do contend the Zoning and Planning Ordinance of Cobb County and the Unified Development Code of the City of Kennesaw (hereinafter collectively "Ordinances") are unconstitutional as applied to the Subject Property in that said Ordinances do not permit the Applicant and Titleholders to utilize the Property to the highest and best use set forth within the Annexation/Rezoning Application without the necessity of rezoning. However, Applicant and Titleholders do not contend the current zoning category of NS (Cobb County) is unconstitutional, per se, only as applied. Thus, the Ordinances deprive Applicant and Titleholders of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. Also violated are the Applicant's and Titleholders' rights to unfettered use of their Property, as stated above, in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are, therefore, confiscatory and void. Further, said Ordinances are unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholders.

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4.

With respect to the remainder of the Property within the R-20 (Cobb County) zoning classification, the Ordinances are unconstitutional as applied to the Property in that said Ordinances deprive the Applicant and Titleholders of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The R-20 (Cobb Couty) zoning category, as it presently exists, together with any intervening zoning categories between the existing R-20 (Cobb County) category and the requested RA-6 (City of Kennesaw) category, violates the Applicant's and Titleholders' rights to unfettered use of their Property in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void. Further, said Ordinances are unconstitutional in that they are arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholders.

5.

To the extent the Unified Development Code of the City of Kennesaw allows or permits the Mayor and City Council to rezone the Subject Property to any category other than as requested, said Ordinance is further unconstitutional in that same violates the Applicant's and Titleholders' constitutionally guaranteed rights to due process, both substantive and procedural. Furthermore, any such action by the Mayor and City Council, or as allowed by the Unified Development Code of the City of Kennesaw, is an unconstitutional use of the

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zoning power and would constitute an abuse of discretion with no justification or benefit flowing to the public welfare. Accordingly, said Ordinance or action would likewise represent a taking of private property rights without the payment of just and adequate compensation in violation of the Constitutions of the State of Georgia and the United States of America.

6.

The Unified Development Code of the City of Kennesaw is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Annexation/Rezoning Application also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 25th day of June, 2026.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Titleholders

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MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC

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

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

June 25, 2026

Pamela Mabry, County Clerk
Cobb County
100 Cherokee Street, #355
Marietta, Georgia 30090-9679

Subject: City of Kennesaw Zoning Applications (Case #RZ2026-05 & AX2026-01)
3227 Old 41 Hwy & 3137 Robin Dr, Kennesaw, GA – Parcel IDs 20012600270 & 2001200260

Dear Ms. Mabry,

Attached, please find an annexation and rezoning application submitted by Traton LLC, with legal representation by J. Kevin Moore of Moore, Ingram, Johnson & Steele, LLP requesting to annex and rezone approximately 12.216 +/- acres from County R-20, Single Family Residential and County Neighborhood Shopping (NS), to City RA-6, Residential District. The proposed annexation and rezoning would allow for the development of residential community consisting of single family detached units at the subject property. This letter and enclosed application are being provided in accordance with the House Bill 489 Intergovernmental Agreement on Services Delivery Strategy, Land Use section.

This case is set to go before the Kennesaw **Planning Commission on Wednesday, August 5, 2026,** at 6:30 p.m. and **Mayor and Council on Monday, August 17, 2026,** at 6:30 p.m. for public hearing as well.

Thank you for your attention. Should you have any questions, please feel free to contact Planning and Zoning at 770-590-8268 or send an e-mail to ccampbell@kennesaw-ga.gov.

Sincerely,

Chanelle Campbell

Chanelle Campbell
Director of Planning and Zoning

Enclosure: Annexation and Rezoning Application Packet

cc: **Jessica Guinn, AICP, Community Development Agency Director (Via Certified Mail)**
Dr. Jackie McMorris, Cobb County Manager (Via Certified Mail)
Phillip Westbrook, Senior Planner, Cobb County Community Development (Via Certified Mail)
Donald Wells, Intergovernmental Coordinator/Planner III, Cobb County Community Dev. (Via Certified Mail)
Dr. Jeff Drobney, City Manager, City of Kennesaw (Via Certified Mail)
Priscilla Coley, Assistant Zoning Administrator/ City Planner (Via Certified Mail)

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION

(Page 1 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Parcel ID 20012600270 Lot Size 12.216 (Overall)
10.653 (Strickland Tract)

Resident Population 1 Housing Units 1 Other Buildings 0

Zoning Request from:

Present Zoning R-20, NS (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____
Notary

May 12, 2026
Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 03, 2026

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

TITLEHOLDER Rosemary James Strickland (Phone#) [redacted]

3227 Old 41 Highway, N.W.
Titleholder Address Kennesaw, GA 30144 **Email** [redacted]

Signature _____
Rosemary James Strickland

Signed, sealed and delivered in presence of: _____
Notary

April 9, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

Z\P&Z FORMS\Applications 2025

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION
(Page 2 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3137 Robin Drive

Parcel ID 20012600260 Lot Size 12.216 (Overall)
1.563 (Torres Tract)

Resident Population 4 Housing Units 1 Other Buildings 2

Zoning Request from:

Present Zoning R-20 (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 1, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Victor Torres (Phone#) [redacted]

3137 Robin Drive
Titleholder Address Kennesaw, GA 30144 **Email** [redacted]

Signature: _____
Victor Torres

Signed, sealed and delivered in presence of: _____ 04/25, 2026
Notary Date

CILIA RODRIGUEZ BARTOW COUNTY GEORGIA NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 08, 2030

ATTACHMENT TO ANNEXATION/REZONING APPLICATION

(Amended June 25, 2026)

Application Nos.:	**AX2026-001; RZ2026-005**
Hearing Dates:	**August 5, 2026** **August 10, 2026** **August 17, 2026**
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4.

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Respectfully submitted, this 25th day of June, 2026.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Titleholders

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Independent Probate

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to Official Code of Georgia Annotated § 53-3-11)
Estate No.: 06-0267
GEORGIA, COBB COUNTY

DATE ORDER GRANTED: March 21, 2006

GRANTOR: (NAME OF DECEDENT) **HERSHEL EDWARD STRICKLAND**

GRANTEE: (FULL NAME OF SURVIVING SPOUSE, ~~AND EACH MINOR CHILD, AND DATE OF BIRTH OF EACH MINOR~~)
ROSEMARY JAMES STRICKLAND

Legal Description of Real Property and Interest Therein:
All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section of Cobb County, Georgia, and being 10.97 acres as per plat of survey by Robert T. Weaver, Surveyor, dated June 3, 1964, and being more particularly described as follows:

BEGINNING at a point on the westerly side of Robin Drive, which point is located 459 feet south of the southwest intersection of Old U. S. Highway No. 41 and Robin Drive, at a point and corner marked by an iron pin; thence north 72 degrees 32 minutes west 181.5 feet to a point and corner marked by an iron pin; thence north 15 degrees 01 minutes east 173.8 feet to a point and corner marked by an iron pin; thence north 82 degrees 48 minutes west 101.9 feet to a point and corner marked by an iron pin; thence south 15 degrees 17 minutes west 45 feet to a point and corner marked by an iron pin; thence north 75 degrees 26 minutes west 149.3 feet to a point and corner marked by an iron pin; thence north 68 degrees 51 minutes west 101 feet to a point and corner marked by an iron pin; thence north 15 degrees 12 minutes east 319.4 feet to a point and corner on Old U.S. Highway No. 41; thence north 68 degrees 10 minutes west 135 feet to a point and corner marked by an iron pin; thence south 86 degrees 33 minutes west 322.4 feet to a point and corner marked by an iron pin; thence south 5 degrees 45 minutes east 1052.5 feet to a point and corner marked by an iron pin; thence north 87 degrees 55 minutes east 316 feet to a point and corner marked by an iron pin; thence north 6 degrees 42 minutes east 449 feet to a point and corner marked by an iron pin; thence south 64 degrees 23 minutes east 351.6 feet to a point and corner marked by an iron pin on the west side of Robin Drive; thence north 14 degrees east along Robin Drive 100 feet to a point and corner marked by an iron pin; thence north 33 degrees 35 minutes east 50 feet to the point of beginning.

Also land in _____ Count(y)(ies).

Certificate prepared by:

I do certify that the information herein is true and correct.

SEN

JUDGE OF THE PROBATE COURT

Signature of Attorney **Donald D. Smith**
State Bar No. 655800

By: _____
Clerk, Probate Court of **Cobb** County

Delivered to **Cobb County** Superior Court, April 6, , **2006.**

Deed Book 14311 Pg 1936
Filed and Recorded Apr-06-2006 09:59am
[illegible]
Real Estate Transfer Tax $0.00

Clerk of Superior Court Cobb Cty. Ga.

Deed Book 12926 Pg 393
Filed and Recorded Sep-24-1999 08:02am
1999-0160512
Real Estate Transfer Tax $93.90

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RETURN TO:
MORRIS & SCHNEIDER, P.C.
2781 WHITLEY ROAD
ATLANTA, GEORGIA 30339
89P0502M

10.00

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

This Indenture made this **31st** day of **August,** in the year **One Thousand Nine Hundred Ninety-Nine**, between **JEFFREY M. BALL and DEBORAH M. BALL**, of the County of COBB, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **VICTOR TORRES**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING 1.582 ACRES AS PER PLAT OF SURVEY PREPARED FOR JEFFREY M. BALL, DATED FEBRUARY 20, 1992, AND PREPARED BY ANASTASIOS COSTARIDES, GEORGIA REGISTERED LAND SURVEYOR NO. 2448, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH CRIMP TOP IRON PIN LOCATED ON THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE, WHICH IRON PIN IS 646.00 FEET SOUTH OF THE INTERSECTION OF THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE; RUNNING THENCE SOUTH 07 DEGREES 18 MINUTES 22 SECONDS WEST ALONG THE WESTERLY SIDE OF THE RIGHT OF WAY OR ROBIN DRIVE FOR A DISTANCE OF 185.14 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 68 DEGREES 23 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 348.39 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 08 DEGREES 33 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 224.83 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE SOUTH 61 DEGREES 59 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 355.66 FEET TO AN IRON PIN AT THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY IS IMPROVED PROPERTY WITH A HOUSE LOCATED THEREON KNOWN AS 3137 ROBIN DRIVE, KENNESAW, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN COBB COUNTY, GEORGIA, AND IS ALSO SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN PLAT BOOK 68, PAGE 165, COBB COUNTY, GEORGIA RECORDS.

Subject to all 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 whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

CYNTHIA MARX NOTARY PUBLIC EXPIRES GEORGIA DEC. 20, 1999 COBB COUNTY STATE OF GEORGIA

Jeffrey M. Ball (Seal)
JEFFREY M. BALL

Deborah M. Ball (Seal)
DEBORAH M. BALL

Written Description: Old 41 Highway and Robin Drive Overall

All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail set at the centerline intersection of Robin Drive (50’ public right of way) and Wren Circle (50’ public right of way);
thence N35°41'53"W for a distance of 29.33 feet to a 1/2” rebar found at the westerly right of way of Robin Drive (50’ public right of way), said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence along the said right of way of Robin Drive the following courses and distances:
149.98 feet along the arc of a curve to the left, said curve having a radius of 238.53 feet and being subtended by a chord of S28°58'08"W, 147.52 feet to a 1/2" rebar set;
S06°30'58"W for a distance of 189.04 feet to a 1/2" rebar found;
thence leaving said right of way N66°17'54"W for a distance of 348.42 feet to a 1/2" rebar found (bent);
thence S10°37'02"W for a distance of 223.91 feet to a 1-1/2” crimped top pipe found;
thence N87°39'27"W for a distance of 315.70 feet to a 1-1/4” crimped top pipe found;
thence N01°18'41"W for a distance of 1050.87 feet to a 1/2" rebar set;
thence S88°56'55"E for a distance of 321.92 feet to a 1/2” rebar found at the southerly right of way of Old 41 Highway (apparent 60’ width public right of way);
thence along said right of way S63°51'43"E for a distance of 136.42 feet to a 1/2" rebar found;
thence leaving said right of way S19°51'21"W for a distance of 323.01 feet to a 3/4” rebar found;
thence S67°00'57"E for a distance of 98.78 feet to a 1/2” rebar found;
thence S70°35'00"E for a distance of 149.97 feet to a 1” crimped top pipe found;
thence S22°21'27"E for a distance of 151.79 feet to a 1/2" rebar found;
thence S67°57'38"E for a distance of 181.17 feet to a 1/2” rebar found at the westerly right of way of Robin Drive, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 12.216 acres.

ROSEMARY JAMES STRICKLAND
3227 Old 41 Highway, N.W.
Kennesaw, Georgia 30144

April 9, 2026

RE: Property located at 3227 Old 41 Highway, N.W., Cobb County, Georgia
Tax Parcel ID Number: 20012600270

Dear Sir or Madam:

Please accept this as authorization for Traton, LLC, by and through its authorized representatives and counsel, to proceed with the filing and pursuit of an Annexation/Rezoning Application with the City of Kennesaw, Georgia, regarding the above-referenced property.

If you should have any questions or require additional information or documentation, please do not hesitate to contact me.

Very truly yours,

Rosemary James Strickland

Rosemary James Strickland

c: J. Kevin Moore, Esq.
Moore Ingram Johnson & Steele, LLP

Traton, LLC

VICTOR TORRES
3137 Robin Drive
Kennesaw, Georgia 30144

April 23, 2026

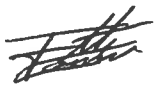
RE: Property located at 3137 Robin Drive, Cobb County, Georgia
Tax Parcel ID Number: 20012600260

Dear Sir or Madam:

Please accept this as authorization for Traton, LLC, by and through its authorized representatives and counsel, to proceed with the filing and pursuit of an Annexation/Rezoning Application with the City of Kennesaw, Georgia, regarding the above-referenced property.

If you should have any questions or require additional information or documentation, please do not hesitate to contact me.

Very truly yours,



Victor Torres

c: J. Kevin Moore, Esq.
Moore Ingram Johnson & Steele, LLP

Traton, LLC

Printed: 4/16/2026

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:
TORRES VICTOR

TORRES VICTOR

Payment Date: 12/5/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600260	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$39.41	$107.24	$0.00	$0.00	$2,291.35	**$0.00**

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

Printed: 3/20/2026

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:
Rosemary Strickland

STRICKLAND ROSEMARY JAMES

Payment Date: 9/4/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600270	10/15/2025	**Pay:**	N/A	or	$0.00

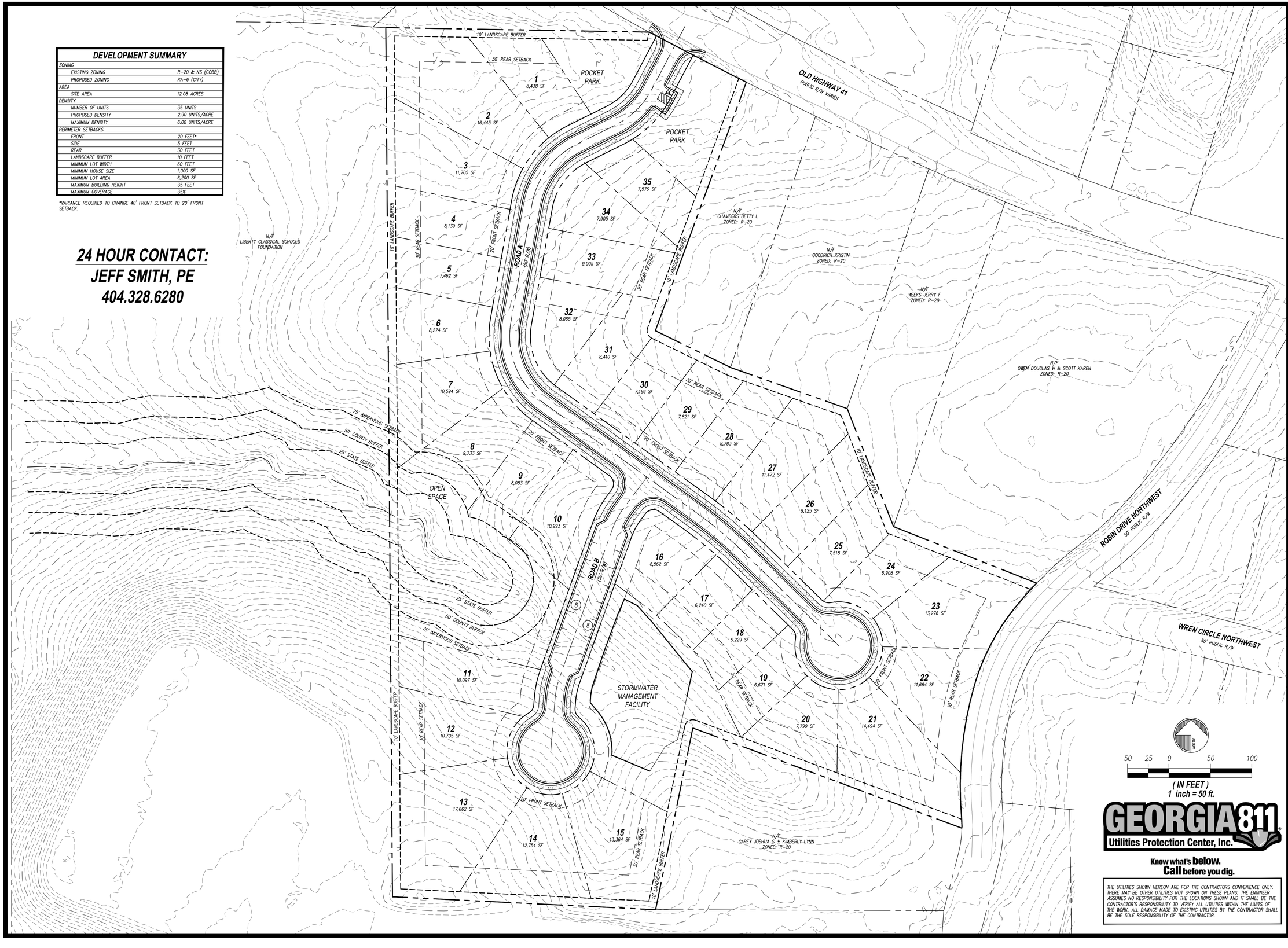
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$1,570.21	**$0.00**

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

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.

24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280



GEORGIA811
Utilities Protection Center, Inc.
Know what's **below.**
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING®
5341 OLD HIGHWAY 5
SUITE 207,350 - WOODSTOCK, GA 30188
OFFICE 770.938.9000

LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA

OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134

REVISIONS

LAND PLAN
LP12

26002 LP12.DWG 05.13.2026

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7017 2620 0000 4224 7983

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

P12

R22026-05/AX2026-01

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

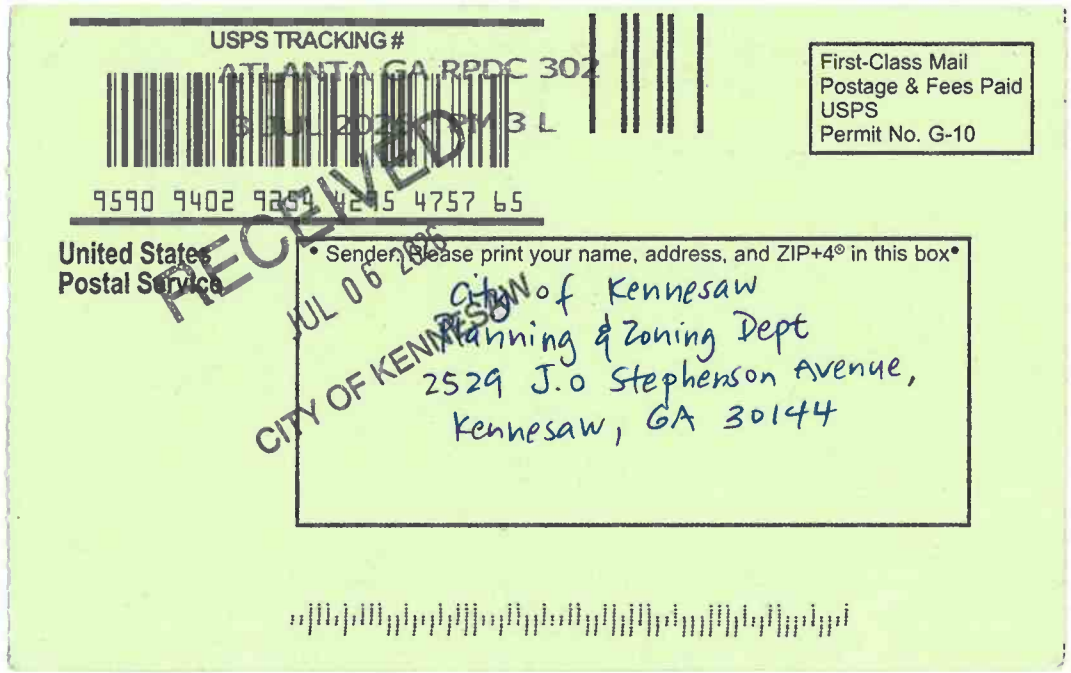
Postmark Here

Sent To: Pamela Mabry, Cobb County Clerk

Street and Apt. No., or PO Box No.: 100 Cherokee St, # 355

City, State, ZIP+4®: Marietta, GA 30090

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions


USPS TRACKING #
9590 9402 9259 4295 4757 65
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
United States
Postal Service
RECEIVED
JUL 06 2026
CITY OF KENNESAW
• Sender: Please print your name, address, and ZIP+4® in this box•
City of Kennesaw
Planning & Zoning Dept
2529 J.O Stephenson Avenue,
Kennesaw, GA 30144

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Pamela Mabry, County Clerk
100 Cherokee St, #355
Marietta, GA 30090

9590 9402 9254 4295 4757 65

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

7017 2620 0000 4224 7983

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J Evans ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* J EVANS

C. Date of Delivery 1/2/26

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

R22026-05 / AX2026-0

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

COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

Jessica Guinn, AICP
Director

P.O. Box 649
Marietta, GA 30061-0649
Phone (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.gov

CERTIFIED MAIL
7020 0090 0000 6545 3519

July 6, 2026

The Honorable Derek Easterling
Mayor
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

Dear Mayor Easterling:

We are in receipt of the above-referenced annexation request. The subject property has the required contiguity with the existing Kennesaw boundary for annexation. No unincorporated islands will be created or extended; in fact, this annexation will reduce an existing unincorporated island created by the Acworth and Kennesaw city boundary. There are no county buildings or facilities on this property. Most of this property is zoned R-20 (Single Family Residential), with approximately 2.22 acres designated as NS (Neighborhood Shopping). Cobb County's Future Land Use Plan (FLU) designates this area as Low Density Residential (LDR). The applicant proposes 35 single-family detached homes, pocket parks, and designated open space. Based on our HB 489 Intergovernmental Agreement, this request is not objectionable.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the Cobb County departments below. Should you have any questions or need any additional information, please contact Donald Wells, Intergovernmental Coordinator, at (770) 528-2199 or donald.wells@cobbcounty.gov.

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

Sincerely,

Lisa Cupid, Chairwoman

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

Keli Gambrill

Keli Gambrill, District 1 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

Erick Allen, District 2 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

JoAnn K. Birrell

JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

_____

Monique Sheffield, District 4 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

County Staff Comments and Recommendations

Southside of Old 41 Highway, West of Robin Drive
City of Kennesaw

Water System- Chris Duggan

Water service for the proposed annexed properties will be provided by the existing CCWS water mains on Old 41 Hwy

Wastewater for the parcels will be treated at the Northwest treatment plant where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water in public rights-of-way and public easements, there would be no infrastructure loss

Planning- Historic Preservation-Mandy Elliott

No comment

Cobb County Fire Marshal's Office-Rock Toler

No Comment

GIS- Brad Gordon

No comment

Cobb DOT-Wilson Collins

Old 41 Highway and Wren Circle are located within the existing right-of-way and will continue to be owned and maintained by Cobb County. If additional adjacent parcels are annexed into the City of Kennesaw, Cobb DOT will reevaluate ownership and maintenance responsibilities at that time.

No known drainage infrastructure has been identified by Cobb DOT within or adjacent to Parcel PIN: 20012600270. Any existing or proposed drainage infrastructure located within the parcel will become the responsibility of the City of Kennesaw upon annexation, transferring ownership and maintenance obligations accordingly.

Since Cobb DOT will retain ownership and maintenance responsibility for the existing right-of-way and no county-maintained drainage infrastructure is present, no infrastructure loss is anticipated at this time.

Cemetery Preservation Committee- Helga Hong

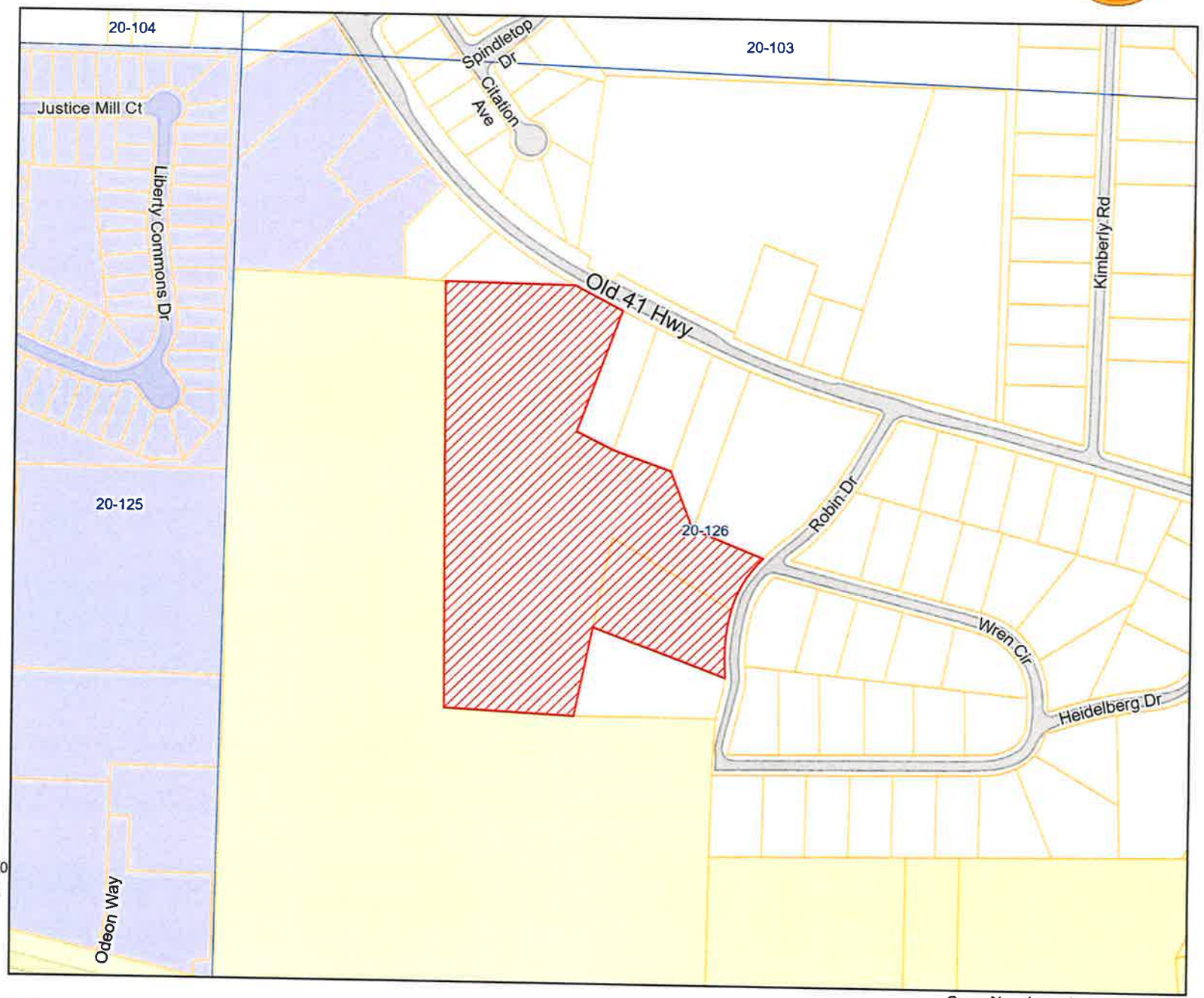
No comment

Annexation Location Map

June 2026

20th District
Land Lots: 126
Parcels: 20012600270
& 20012600260

Acreage: ≈ 12.08



Legend

- De/Annexations
- Acworth
- Austell
- Kennesaw
- Mableton
- Marietta
- Powder Springs
- Smyrna
- Unincorporated
- Parcels

N

0 100 200 400 600

Feet

Case Number: Ann_2026_008

MOORE INGRAM JOHNSON & STEELE, LLP

Attorneys at Law
326 Roswell Street, Suite 100
Marietta, Georgia 30060
[redacted]

July 10, 2026

RE: PLEASE TAKE NOTICE – NOTIFICATION OF NEARBY ANNEXATION/ZONING APPLICATION
Property: 3227 Old 41 Highway and 3137 Robin Drive, Kennesaw, Georgia 30144
Parcel ID Nos.: 20012600270 and 20012600260

To Whom It May Concern:

This correspondence is to formally notify you that the City of Kennesaw Planning and Zoning Department has received an Annexation/Rezoning Application for two parcels of land within two hundred (200) feet of your property. As a nearby property owner, you have the right to be informed of potential zoning changes.

The Application details are as follows:

Applicant:	Traton, LLC
Applicant's Representative:	J. Kevin Moore, Esq., Moore Ingram Johnson & Steele, LLP [redacted]
Property Address:	3227 Old 41 Highway and 3137 Robin Drive
Parcel Identification Numbers:	20012600270 and 20012600260
Description of Proposal:	Request to rezone from Cobb County zoning classification of R-20 (single-family residential) and Cobb County Neighborhood Shopping ("NS") to City of Kennesaw zoning classification of RA-6 (residential district) to develop a residential community consisting of single-family detached units

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

Planning Commission Meeting
Date: August 5, 2026
Time: 6:30 p.m.

Mayor and City Council Hearing
Date: August 17, 2026
Time: 6:30 p.m.

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

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

J. Kevin Moore
Attorneys for Applicant and Property Owners

Enclosures

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION

(Page 1 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Parcel ID 20012600270 Lot Size 12.216 (Overall) 10.653 (Strickland Tract)

Resident Population 1 Housing Units 1 Other Buildings 0

Zoning Request from:

Present Zoning R-20, NS (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 2026

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Rosemary James Strickland (Phone#) [redacted]

Titleholder Address 3227 Old 41 Highway, N.W. Kennesaw, GA 30144 Email [redacted]

Signature: _____
Rosemary James Strickland

Signed, sealed and delivered in presence of: _____
Notary

April 9, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

Z\P&Z FORMS\Applications 2025

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION
(Page 2 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3137 Robin Drive

Parcel ID 20012600260 Lot Size 12.216 (Overall)
1.563 (Torres Tract)

Resident Population 4 Housing Units 1 Other Buildings 2

Zoning Request from:

Present Zoning R-20 (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Victor Torres (Phone#) [redacted]

3137 Robin Drive
Titleholder Address Kennesaw, GA 30144 **Email** [redacted]

Signature: _____
Victor Torres

Signed, sealed and delivered in presence of: _____ 04/25, 2026
Notary

CILIA RODRIGUEZ BARTOW COUNTY, GEORGIA NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 08, 2030

CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX 2026-01	RZ 2026-05	COUNTY R-20, NS	RA-6
DX			
HBR			
SLUP			
ZV			

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

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
CITY OF ACWORTH

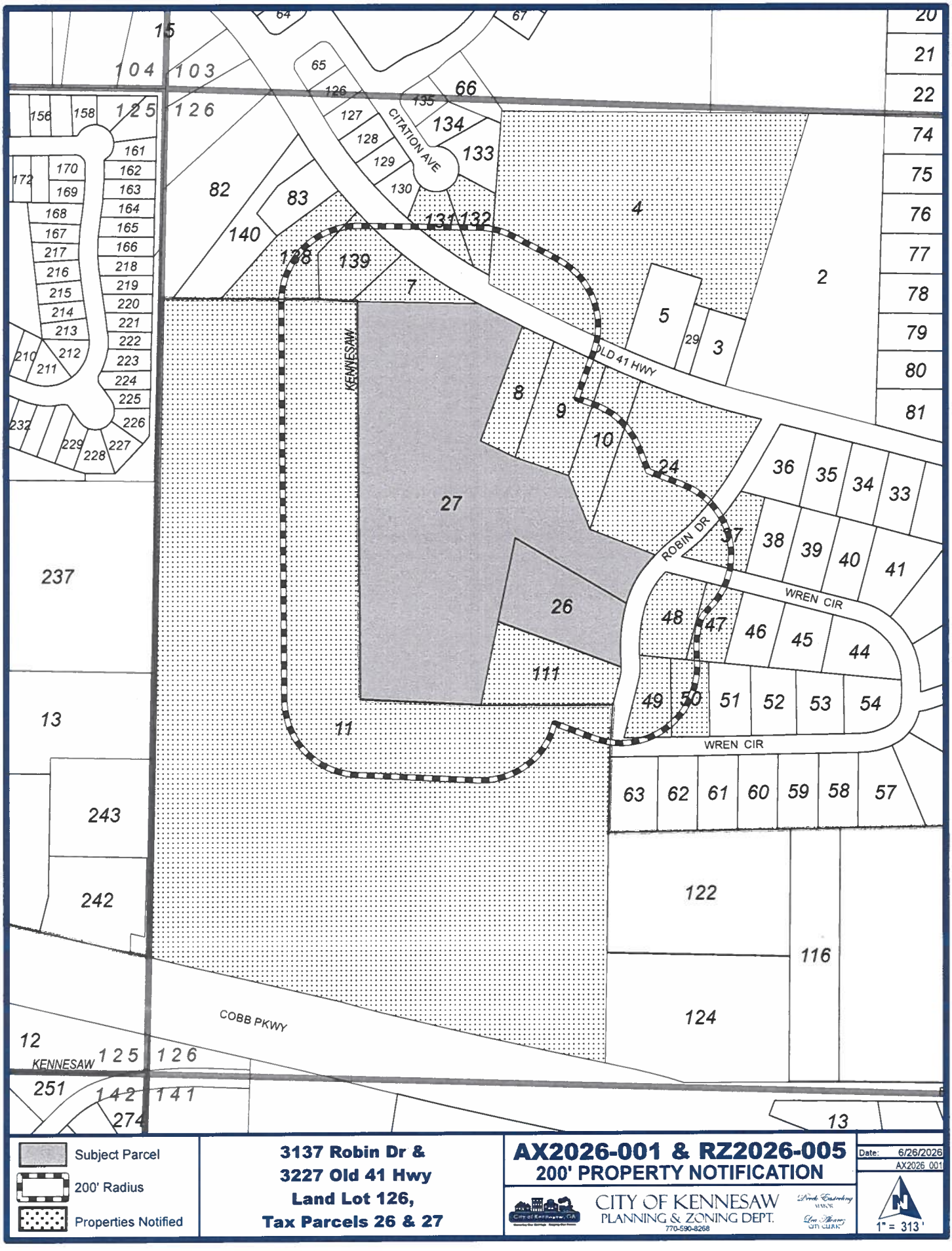
3137 Robin Dr & 3227 Old 41 Hwy
Land Lot 126, Tax Parcels 26 & 27

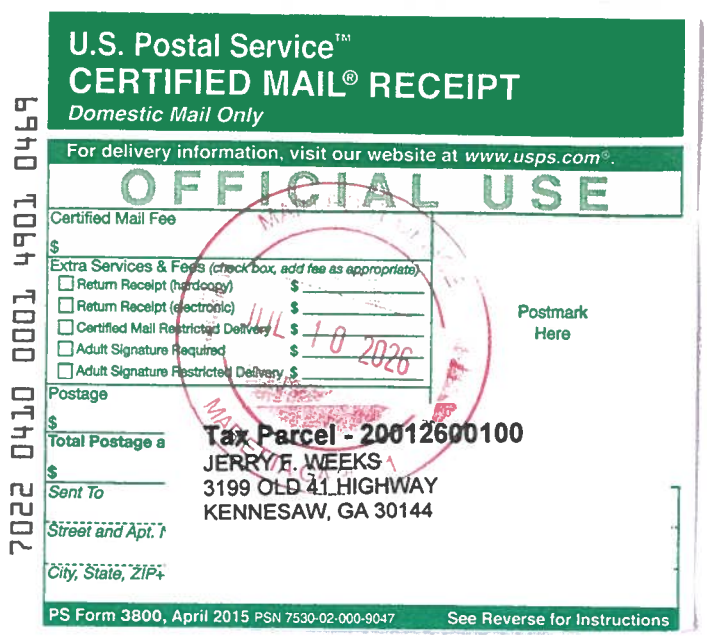
Subject Property

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

Mayor
City Clerk

Scale: 1" = 211'
Print Date: 6/26/2026
AX2026_001


Subject Parcel
200' Radius
Properties Notified
3137 Robin Dr &
3227 Old 41 Hwy
Land Lot 126,
Tax Parcels 26 & 27
AX2026-001 & RZ2026-005
200' PROPERTY NOTIFICATION
Date: 6/26/2026
AX2026_001
CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268
1" = 313'
CITATION AVE
KENNESAW
OLD 41 HWY
ROBIN DR
WREN CIR
WREN CIR
COBB PKWY
KENNESAW



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JUL 10 2026

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7022 0410 0001 4901 0469

Tax Parcel - 20012600100
JERRY F. WEEKS
3199 OLD 41 HIGHWAY
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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7022 0410 0001 4901 0483

Tax Parcel - 20012600240
DOUGLAS W. OWEN
KAREN SCOTT
3189 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144 – 1145

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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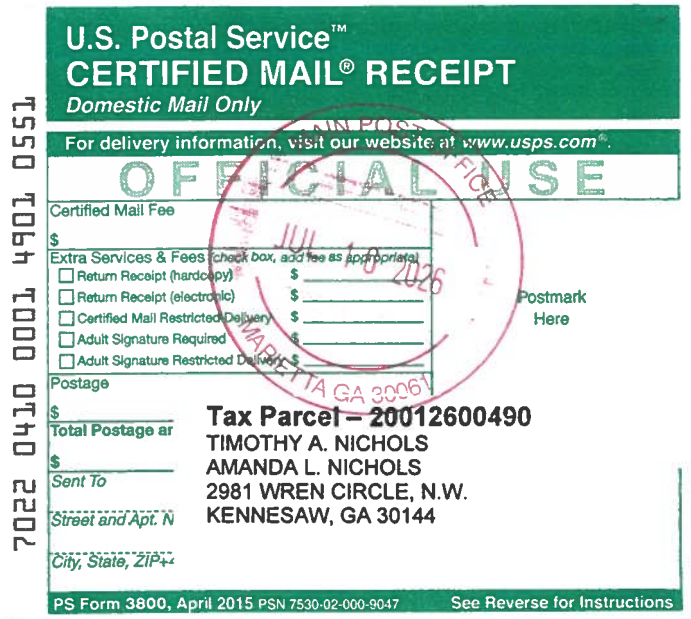
Tax Parcel – 20012600070
NELSON LOPEZ
3281 OAKCLIFF ROAD
DORAVILLE, GA 30340

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Total Postage ar
$

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City, State, ZIP+4

JUL 10 2026

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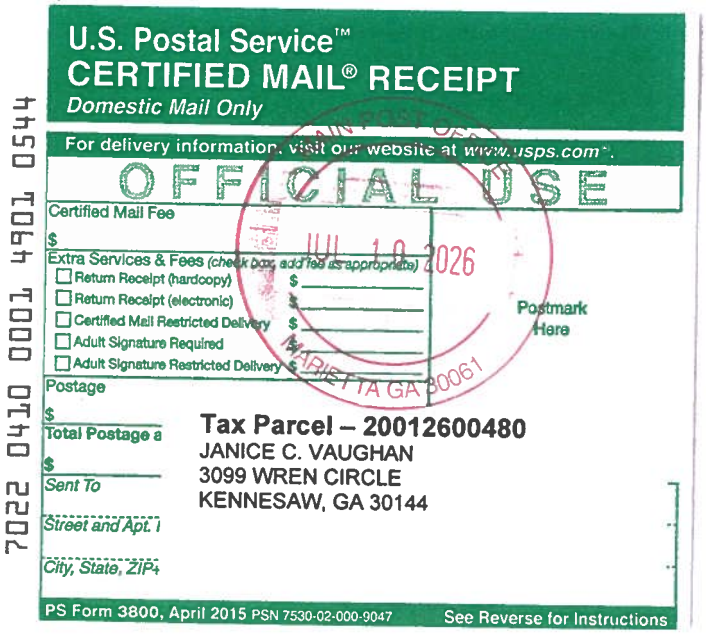
7022 0410 0001 4901 0551

Tax Parcel – 20012600490
TIMOTHY A. NICHOLS
AMANDA L. NICHOLS
2981 WREN CIRCLE, N.W.
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
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Total Postage a
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Sent To

Street and Apt. N

City, State, ZIP+4

JUL 10 2026

Postmark Here

7022 0410 0001 4901 0544

Tax Parcel – 20012600480
JANICE C. VAUGHAN
3099 WREN CIRCLE
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- Adult Signature Required $
- Adult Signature Restricted Delivery $

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Total Postage an
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7022 0410 0001 4901 0537

Tax Parcel – 20012600470
VIRGINIA F. HOGARD
3091 WREN CIRCLE
KENNESAW, GA 30144-1135

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7022 0410 0001 4901 0520

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☐ Adult Signature Restricted Delivery $
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Total Postage a
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MAIN POST OFFICE JUL 10 2026 MARIETTA GA 30061

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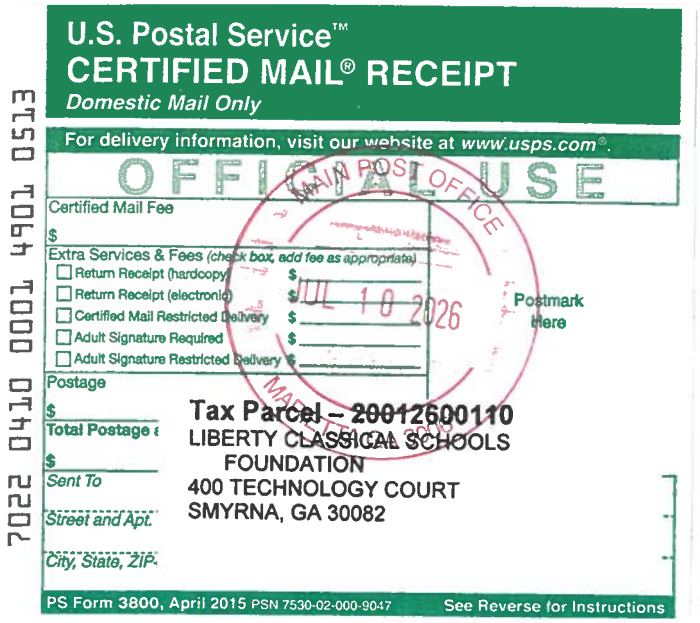
Tax Parcel – 20012600260
VICTOR TORRES
3137 ROBIN DRIVE
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0513



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☐ Adult Signature Restricted Delivery $
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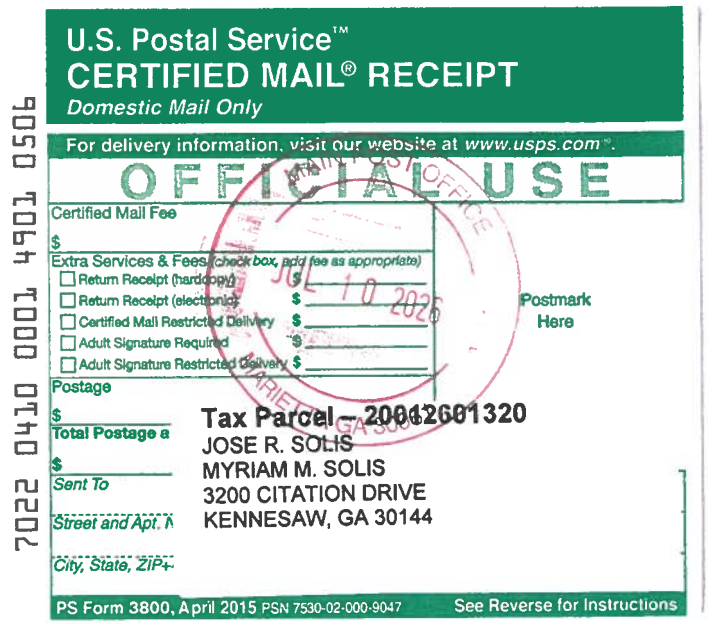
Tax Parcel – 20012600110
LIBERTY CLASSICAL SCHOOLS
FOUNDATION
400 TECHNOLOGY COURT
SMYRNA, GA 30082

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0506



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Tax Parcel – 20012601320
JOSE R. SOLIS
MYRIAM M. SOLIS
3200 CITATION DRIVE
KENNESAW, GA 30144

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7022 0410 0001 4901 0490

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☐ Adult Signature Restricted Delivery $
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Total Postage a
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MAIN POST OFFICE JUL 10 2026 MARIETTA GA 30061

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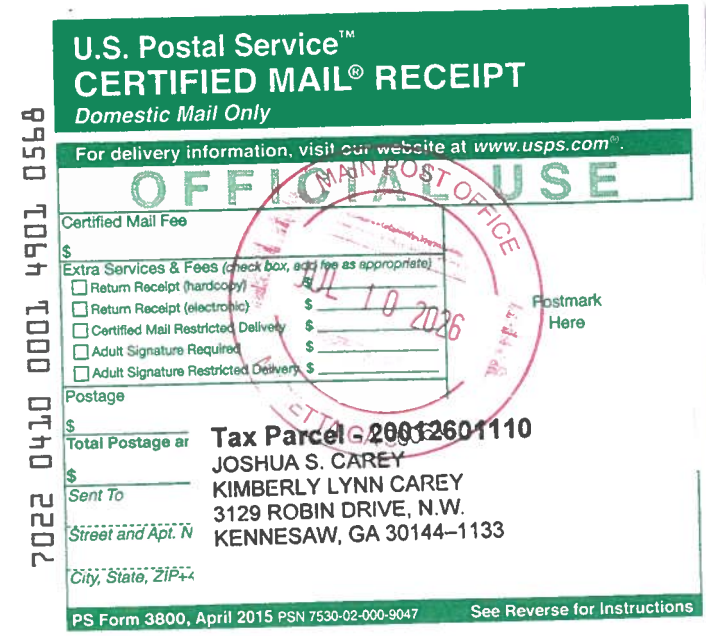
Tax Parcel – 20012600500
JOSIAH BENNETT HILL, JR.
PATRICIA ANN HILL
2993 WREN CIRCLE, N.W.
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0568



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☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
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Total Postage ar
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Sent To
Street and Apt. N
City, State, ZIP+

MAIN POST OFFICE JUL 10 2026 MARIETTA GA 30061

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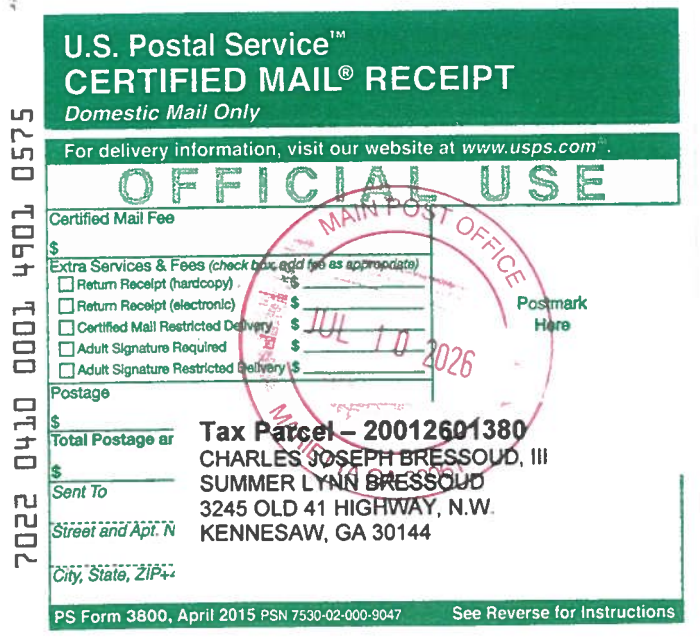
Tax Parcel – 20012601110
JOSHUA S. CAREY
KIMBERLY LYNN CAREY
3129 ROBIN DRIVE, N.W.
KENNESAW, GA 30144–1133

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 0410 0001 4901 0575



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☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
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Total Postage ar
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Sent To
Street and Apt. N
City, State, ZIP+

MAIN POST OFFICE JUL 10 2026 MARIETTA GA 30061

Postmark Here

Tax Parcel – 20012601380
CHARLES JOSEPH BRESSOUD, III
SUMMER LYNN BRESSOUD
3245 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144

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Total Postage a
Sent To
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Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012601390
FRANCYNE GARCIA TERRA MACEDO
3339 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
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7022 0410 0001 4901 0582

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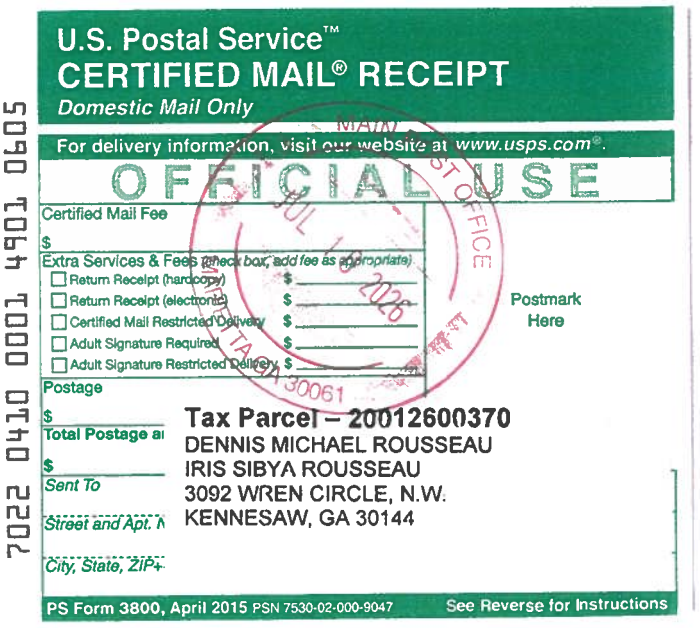
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012601310
JENNIFER E. BROWN
KENNETH L. BROWN
3201 CITATION AVENUE
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0599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Return Receipt (electronic)
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Adult Signature Restricted Delivery
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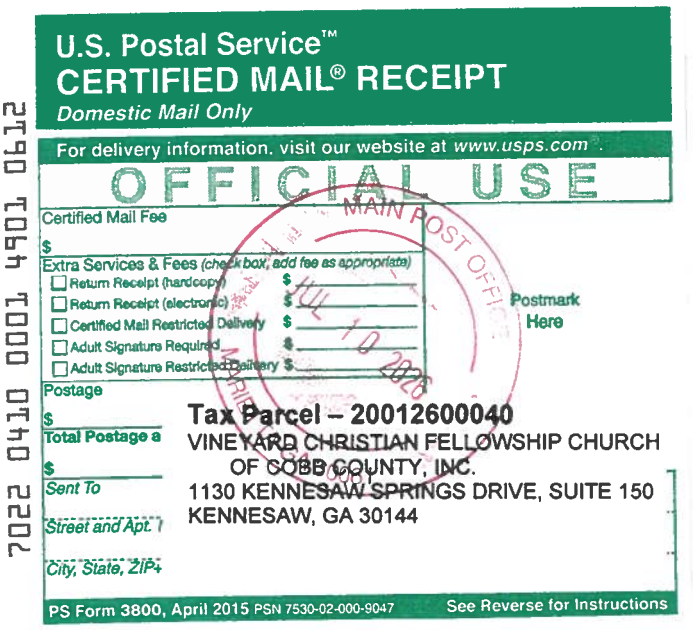
City, State, ZIP+
Postmark Here
JUL 10 2026
Tax Parcel – 20012600370
DENNIS MICHAEL ROUSSEAU
IRIS SIBYA ROUSSEAU
3092 WREN CIRCLE, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0605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Adult Signature Required
Adult Signature Restricted Delivery
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City, State, ZIP+
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JUL 10 2026
Tax Parcel – 20012600040
VINEYARD CHRISTIAN FELLOWSHIP CHURCH
OF COBB COUNTY, INC.
1130 KENNESAW SPRINGS DRIVE, SUITE 150
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0612

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Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600080
BETTY L. CHAMBERS
3213 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144-1127
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0636

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Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600080
KRISTIN GOODRICH
3207 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0629

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012601310
JENNIFER E. BROWN
KENNETH L. BROWN
3201 CITATION AVENUE
KENNESAW, GA 30144

9590 9402 8958 4064 4650 50

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0599

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* K BROWN C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600500
JOSIAH BENNETT HILL, JR.
PATRICIA ANN HILL
2993 WREN CIRCLE, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4651 04

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0490

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600080
BETTY L. CHAMBERS
3213 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144–1127

9590 9402 8958 4064 4650 98

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0636

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20012600240
DOUGLAS W. OWEN
KAREN SCOTT
3189 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144 – 1145

9590 9402 8958 4064 4653 88

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0483

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Doug Owen C. Date of Delivery 7/30

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

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

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

USPS TRACKING #

9590 9402 8958 4064 4650 50

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USPS
Permit No. G-10

United States Postal Service

RECEIVED
JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4650 74

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Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4650 88

First-Class Mail
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USPS
Permit No. G-10

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Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4650 81

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Postage & Fees Paid
USPS
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United States Postal Service

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CITY OF KENNESAW

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Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ-2026-05

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600070
NELSON LOPEZ
3281 OAKCLIFF ROAD
DORAVILLE, GA 30340

9590 9402 8958 4064 4653 71

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0476

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

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

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600090
KRISTIN GOODRICH
3207 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4650 81

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0629

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X K. Goodrich ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* K. Goodrich | C. Date of Delivery 7/15/26

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

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

Domestic Return Receipt

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

1. Article Addressed to:

Tax Parcel – 20012600080
TIMOTHY A. NICHOLS
AMANDA L. NICHOLS
2981 WREN CIRCLE, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4653 64

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0551

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Amanda Nichols | C. Date of Delivery 7/14/2026

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

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

Domestic Return Receipt

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

1. Article Addressed to:

Tax Parcel - 20012600100
JERRY F. WEEKS
3199 OLD 41 HIGHWAY
KENNESAW, GA 30144

9590 9402 7567 2098 2222 31

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0469

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* JERRY F. WEEKS | C. Date of Delivery 7/14/2026

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #

9590 9402 8958 4064 4653 71

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USPS
Permit No. G-10

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 8958 4064 4653 88

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

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 8958 4064 4653 64

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

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 7567 2098 2222 31

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

United States
Postal Service

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Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel – 20012601390
FRANCYNE GARCIA TERRA MACEDO
3339 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4650 43

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0582

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☑ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
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  ver $500)
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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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

USPS TRACKING #

9590 9402 8958 4014 4450 43

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

United States Postal Service

RECEIVED
JUL 13 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel – 20012600470
VIRGINIA F. HOGARD
3091 WREN CIRCLE
KENNESAW, GA 30144-1135

9590 9402 8958 4064 4653 40

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0537

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* V. A. Hogard
C. Date of Delivery 7/15/26

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Page 157 of 691

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel - 20012601110
JOSHUA S. CAREY
KIMBERLY LYNN CAREY
3129 ROBIN DRIVE, N.W.
KENNESAW, GA 30144–1133

9590 9402 8958 4064 4650 29

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0568

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Joshua Carey
C. Date of Delivery 07/15/2026

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
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- ☐ Signature Confirmation™
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 8958 4064 4653 40

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Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 17 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 8958 4064 4650 29

First-Class Mail
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USPS
Permit No. G-10

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

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JUL 17 2026
CITY OF KENNESAW

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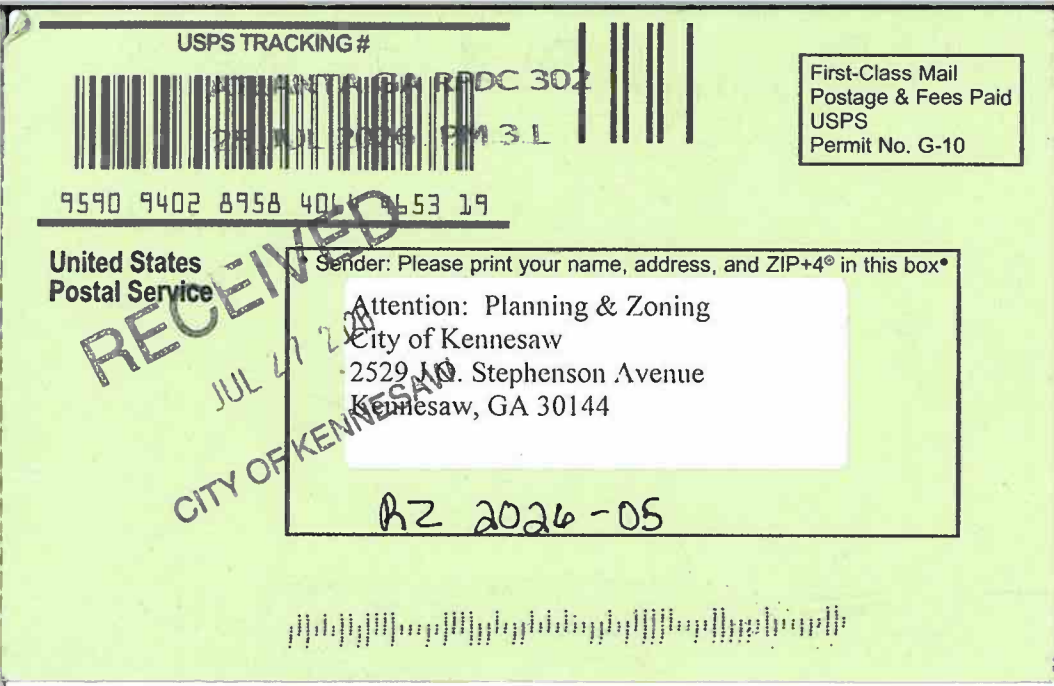
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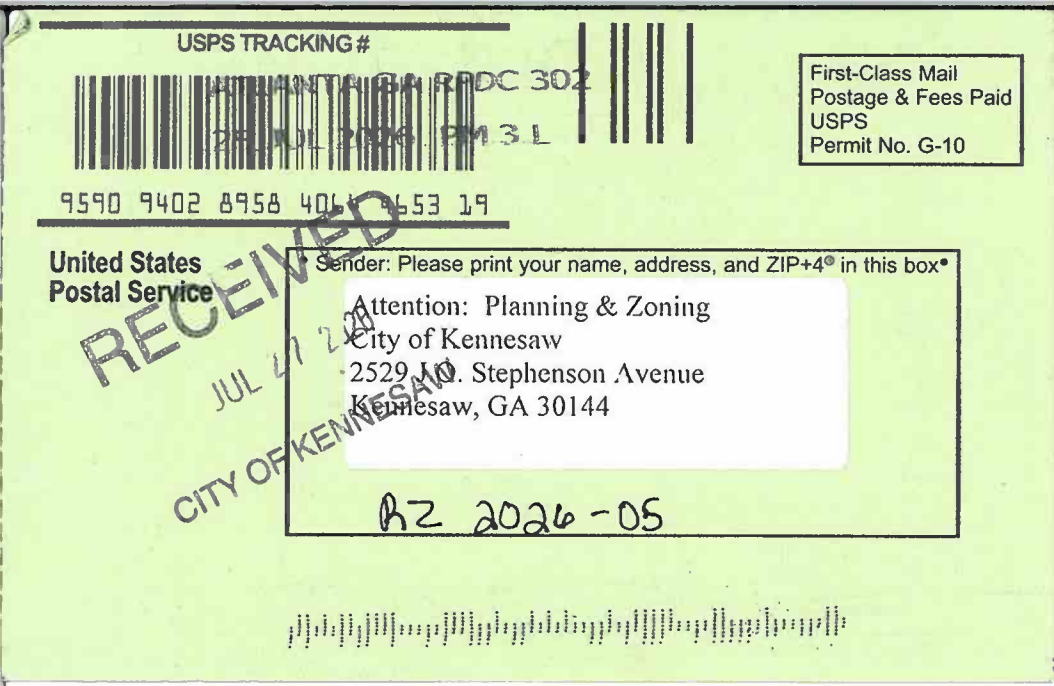
JUL 17 2026
CITY OF KENNESAW
Sender: Please print your name, address, and ZIP+4® in this box
Attention: Planning & Zoning
City of Kennesaw
2529 Jr. Stephenson Avenue
Kennesaw, GA 30144
RZ 2026-05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Postal Service
RECEIVED
JUL 17 2026
CITY OF KENNESAW
Sender: Please print your name, address, and ZIP+4® in this box
Attention: Planning & Zoning
City of Kennesaw
2529 Jr. Stephenson Avenue
Kennesaw, GA 30144
RZ 2026-05

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: KELLY HICKS — Printed at 07/15/26 09:22 by khick-tj

Acct #: 110016 — Ad #: 567703 — Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 07/17/2026 — Stop: 07/17/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 3.03 Words: 200
Total LEG 3.03
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-4277 3227 OLD HWY 41
Descr Cont: MDJ-4277 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: 3227 OLD HWY 41
Created: khick 07/15/26 09:18
Last Changed: khick 07/15/26 09:22

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV, ns
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A		95 S	07/17

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ _____

Name (print or type) — Name (signature)

.

MDJ-4277
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for an annexation/rezoning request submitted by Traton, LLC. Said request is to annex/rezone the properties located at 3327 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County R-20, Single Family Residential and County Neighborhood Shopping (NS) to City RA-6, Residential District for the development of a single family detached community. The parcels lie in Land Lot 126, Tax Parcels 27 & 26 of the 20th District, 2nd Section, Cobb County Georgia.

Said meetings shall be held before the Planning Commission on August 5, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on August 17, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: https://www.kennesaw-ga.gov/publicmeetings/

7:17-2026

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # AX2026-01 / RZ2026-05

PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # ZV2026-03

PURPOSE Variance to reduce the minimum front setback for RA-6 from 40ft to 20ft

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

07.17.2026 09:55

CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # AX2026-01 / RZ2026-05
PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.
DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.
For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # ZV2026-03
PURPOSE Variance to reduce the minimum front setback for RA-6 from 40ft to 20ft
DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.
For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
07.17.2026 09:57

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # AX2026-01 / RZ2026-05

PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.

For specific public meeting guidelines and access to all application information please visit our website :

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FOR FURTHER INFORMATION PLEASE CALL

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # ZV2026-03

PURPOSE Variance to reduce the minimum front setback for RA-6 from 40ft to 20ft

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.

For specific public meeting guidelines and access to all application information please visit our website :

HTTP://WWW.KENNESAW-GA.ORG

07.17.2026 09:53

Chanelle Campbell

From: KRISTIN BOLTON [redacted]
Sent: Monday, July 13, 2026 5:41 PM
To: Chanelle Campbell
Subject: Rezoning of 3227 Old 41 Hwy and 3137 Robin Drive

Date: July 13, 2026
To: The City of Kennesaw Planning Commission
Regarding: Public Hearing for 3227 Old 41 Hwy NW and 3137 Robin Drive (August 5, 2026)
Subject Property: 3227 Old 41 Hwy NW, and 3137 Robin Drive Kennesaw, GA 30144
Parcel IDs: 20012600270 & 20012600260

Honorable Commissioners,

I am writing as a nearby property owner to express my strong opposition to the proposed rezoning application to change Parcels 20012600270 and 20012600260 from R-20 to R-6. While I understand the inevitability of local infill development, the requested jump to a high-density R-6 classification would impose significant, direct negative externalities on neighboring single-family structures and the existing infrastructure of Old 41 Highway.

Specifically, I request that the Planning Commission recommend **DENIAL** of this application based on the following zoning metrics:

1. **Spot Zoning and Density Shock:** The request to jump from R-20 to R-6 represents an aggressive **333% density shock** that violates the established land-use fabric of this corridor. R-20 zoning acts as a critical low-density sponge for stormwater management and traffic mitigation along Old 41 Highway. Forcing an R-6 high-density subdivision into an area defined by large-lot R-20 metrics constitutes spot-zoning that serves only the developer's financial margin while degrading neighboring property values.
2. **The Setback Collapse:** Transitioning to R-6 allows the developer to legally collapse side setbacks down to a tight 5-to-7-foot margin and halve front setbacks. This extreme spatial reduction means a wall of multi-story structures will be built directly along our shared property lines, creating an immediate invasion of privacy, removing natural light, and choking out the native root systems of mature border trees.
3. **Incompatibility with the Future Land Use Map (FLUM):** The City's master plan sets clear expectations for character districts. Introducing an intensive R-6 footprint here breaks the low-density/suburban residential transition and compromises established neighborhood visual boundaries.
4. **Infrastructure Overburden on Old 41 Highway:** This corridor already faces critical peak-hour traffic pressure. Adding a high-density complex without a completed, independent Traffic Impact Study (TIS) compromises motorist and pedestrian safety.

If the Commission moves toward approval despite these severe conflicts, I formally request the attachment of the following binding stipulations to protect neighboring properties:

- **Setback Preservation:** No reduction of standard front, side, or rear zoning buffers.

- **Buffer Mandates:** A mandatory, developer-funded 30-foot undisturbed natural buffer paired with an 8-foot opaque structural privacy fence alongside adjacent single-family properties.
- **Lighting Mitigations:** Strict compliance with commercial "dark sky" standards to avoid security lighting bleeding into surrounding bedroom windows.

Thank you for your time, service, and diligence in protecting Kennesaw's neighborhood character.

Sincerely,

Kristin Goodrich
[redacted]**, Kennesaw, GA 30144**

[redacted]

Chanelle Campbell

From: Jim Musgrave [redacted]
Sent: Monday, July 13, 2026 7:00 PM
To: Chanelle Campbell
Cc: Debbie Musgrave
Subject: Opposition to Rezoning Application for two parcels at 3227 Old 41 Hwy NW and 3137 Robin Drive (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6

This email is to state opposition to a rezoning application.
I just read a post on the Nextdoor App about a High-Density Development Proposed for 3227 Old 41 Hwy NW and 3137 Robin Drive, Kennesaw, GA 30144. The post says "A developer has applied to rezone the two parcels at 3227 Old 41 Hwy NW and 3137 Robin Drive (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6."

Looking a map, for anyone who uses Old 41 near the Swift Cantrell Park, it is easy to see the unwanted congestion this high density development will cause. The congestion at times on Old 41 is bad enough now, adding more traffic for NOT ONLY THE ROAD, BUT ALSO Swift Cantrell Park. Both experience heavy use NOW.

FYI, Old 41 is often used by many to avoid the hellacious traffic on Cobb Pkwy. It offers an alternative route that many people use now to reach schools, doctors, shopping, etc.

Lastly, I cannot imagine the undesirable impact on adjacent housing residents. They bought with intent to have space/distance and privacy between their residence and neighbor per current zoning. The proposed rezoning destroys that vision of property ownership and will no doubt impact property values in a negative manner.

Please deny the rezoning application. Let’s protect our infrastructure, privacy, and property values.

Sincerely,
James F Musgrave
[redacted]
Kennesaw, GA 30144\
[redacted]

Chanelle Campbell

From: Dannielle Cortolano [redacted]
Sent: Monday, July 13, 2026 10:22 PM
To: Chanelle Campbell
Subject: No more rezoning for Large development in and around downtown Kennesaw

Hi,

I am writing to you as a concerned citizen who lives and pays taxes to live in Kennesaw. I grew up here and I love it here. But enough is enough with all these developments and no commerce coming.

It is hurting the people who live here and pay taxes here. We want to enjoy our community and be able to spend our money i our community to give back, but the city council the past 10 years has let everything slide when it comes to residential development over what the people of kennesaw want.

I promise you we don't want any more apartments or townhomes no one can afford or another monster neighborhood that again no one can afford.
How about for a change we worry about our neighbors that have to sit in this traffic as they commute to their homes or to get to work or the store or kids to school. It takes 3x as long to go five miles around here than it did 2 years ago.

Also let's talk about all the vacant houses and businesses. Before we start building more stuff and destroying nature.

There is a house across the street from me that was built 8 Mos and is empty... still for sale because it priced outrageously.

These are just my two cents, but I am tired of my community and my taxes going to shit with nothing to show for it.

Thank you

Dannielle Cortolano Smith

[redacted]

Chanelle Campbell

From: Alan Daugherty [redacted]
Sent: Monday, July 13, 2026 10:29 PM
To: Chanelle Campbell
Subject: Against rezoning Robin Drive to allow multi housing town home

I live on the corner lot [redacted] Kennesaw , Ga. 30144 . I oppose the rezoning of the property in question to allow the builder to build the town homes in this location and also City of Kennesaw to Annex this property . I don't have issue with single lot homes or a subdivision being build with single lot homes but town home or apartment style homes is not suitable for this location. My phone number is [redacted]. I plan on being at the August 5th. Meeting at the Kennesaw City Hall.

Chanelle Campbell

From: Susan Dollar [redacted]
Sent: Tuesday, July 14, 2026 8:47 AM
To: Chanelle Campbell
Subject: Rezoning

Ms Campbell,

I read a message last night that stated the property at the top of the hill in our neighborhood is possibly being rezoned. The address is 3137 Robin Drive. My family lives on Wren Circle. We have lived here since 1991. We LOVE our neighborhood! I must admit I do not understand all the terminology in a rezoning request. However, I do understand that putting more homes between Jiles Road and Nolan Road would be a huge detriment to this area. Already when existing our neighborhood from Robin Drive it is difficult to turn left onto Old 41. Oftentimes when we have our grandboys in the vehicle with us we will turn right and go way out of our way, just to feel safe. This area sits between 3 schools and a major park. The cluster that is being discussed to be rezoned, the one on Robin and 3227 Old 41 Hwy is really the only green space in this stretch of mile. PLEASE ENOUGH IS ENOUGH!!! I'm not sure how this could be stopped, but we do not need anything else built. We especially do not need traffic coming out onto Robin Drive, which would ultimately cause traffic on Wren Circle.

Thank you for your attention to this matter.
Susan Dollar

Chanelle Campbell

From: Floyd Peede [redacted]
Sent: Saturday, July 18, 2026 7:28 PM
To: Chanelle Campbell
Subject: NO to rezone (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6.

Dear Ms Campbell,

My name is Floyd Peede,
I own a home at:
[redacted]
Kennesaw, GA 30152.

I am opposed to the rezoning for these parcels (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6.

Thank you,

Floyd Peede

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
August 5, 2026
6:30 PM

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1. Call to Order / Roll Call

Chairman Bodenhamer called the meeting to order at 6:30 p.m.
Roll Call: Trey Bodenhamer, Rebecca Patterson, Carolyn Greenall, Robert Trim, Douglas Butler
Absent: Todd Vande Zande
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), Priscilla Coley (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Gregory Miller (Applicant), Kevin Moore (Attorney, Traton Representative), Jose Solis, Jerry Weeks, Helen Daugherty, Mary Kelly, Myriam Solis, James Baughman, Patricia White, Lisa Leavell, and Alan Daugherty

2. Announcements

A. All interested parties may attend the meeting at the City Hall Council Chambers. For those unable to attend in person, the meeting may be accessed using the following link: https://www.kennesaw-ga.gov/publicmeetings/. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.

B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: https://arcg.is/1q1ubX0.

C. New business items on this agenda will be heard by the Mayor and Council on August 17, 2026

3. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: June 3, 2026

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

4. New Business

A. **LU2026-04** - Consideration of approval of a land use request submitted by Gregory Miller for the property located at 3786 North Hampton Drive (20009000170). Said request is to obtain a home occupation business license to operate a home embroidery business. Property is zoned R-15, Single Family Residential, consists of 0.48 +/- acres and lies in Land Lot 90, Tax Parcel 17.

Chairman Bodenhamer called for a motion
Motion by Commissioner Trim to approve with the following conditions:
1. The land use permit is limited to, exclusive for and only valid for the current applicant and the life of this particular business and use, and it is not transferable. Any changes would require additional review and approval.
2. There shall be no clients, customers or employees at this location. Nor shall there be any evidence of a home based business visible from the public right-of-way including no signs and no more than one commercial vehicle dedicated to this business.
3. No activity on the property shall produce noise, vibration, odors, fumes, smoke, dust, or other emissions that are reasonably likely to create a nuisance or materially impact the health, safety, comfort, or welfare of occupants of surrounding properties.
4.The land use permit is valid for 24-months starting from the date of approval.
Seconded by Commissioner Greenall
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

B. **AX2026-01** - Consideration to annex property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and County R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 26 and 27.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

C. **RZ2026-05** - Consideration to rezone property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion by Commissioner Butler to approve with the following conditions:
1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.

2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/elevations submitted with the application. Exterior materials shall consist of high quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.
7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken. Commissioner Patterson, Commissioner Trim, and Commissioner Butler voted in favor. Commissioner Greenall voted against. 3-1. Motion carried.

D. **ZV2026-03** - Consideration for approval of a variance application submitted by

Traton, LLC for the properties located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260). Said request is to reduce the minimum front setback required for RA-6, Residential district from forty (40) feet to twenty (20) feet. Property consists of 12.216 +/- acres and lies in Land Lot 26, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

5. Staff Comment

6. Adjourn

Chairman Bodenhamer called for a motion to adjourn
Motion to adjourn by Commissioner Butler
Seconded by Commissioner Greenall
Chairman Bodenhamer adjourned the meeting at 8:09 p.m.

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: August 10, 2026

TITLE: **Ordinance: Rezoning request for 3227 Old 41 Highway & 3137 Robin Drive**
Consideration for approval of an ordinance authorizing a rezoning request submitted by Traton, LLC for the properties located at 3227 Old 41 Highway & 3137 Robin Drive (Parcel # 20012600270 & 20012600260). Case# RZ2026-05

Summary:
Said request is to rezone 3227 Old 41 Hwy (20012600270) and 3137 Robin Dr (200123600260) from County Neighborhood Shopping (NS) and County, R-20, Single Family Residential respectively to City RA-6, Residential District for the development of a single family detached community. The parcel consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 27 & 26. The public hearing was advertised in the Marietta Daily Journal on July 17, 2026, and public notice has been posted onsite. During the August 5, 2026, meeting, the Planning Commission recommended approval with conditions as outlined by staff, along with an additional condition stating that traffic shall be limited to only Old 41 Highway and no access be granted through Robin Drive for the development.

Recommendation:
Planning and Zoning recommends approval with conditions.

Fiscal Impact:

Attachments:
1. 2026_Rezoning Ordinance
2. AX2026-01 & RZ2026-05_3227 Old 41 Hwy & 3137 Robin Dr_Staff Analysis
3. AX2026-01 & RZ2026-05_3227 Old 41 Hwy & 3137 Robin Dr_Annexation & Rezoning Application Packet
4. AX2026-01 & RZ2026-05_3227 Old 41 Hwy & 3137 Robin Dr_Trip Generation Memo
5. 08-05-26 Planning Commission Action Minutes

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2026-

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM COUNTY R-20, SINGLE-FAMILY RESIDENTIAL AND COUNTY NEIGHBORHOOD SHOPPING (NS) TO CITY RA-6, RESIDENTIAL DISTRICT FOR THE PROPERTY LOCATED AT 3227 OLD 41 HWY AND 3137 ROBIN DRIVE (LAND LOT 126 AND TAX PARCELS 26 & 27)

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

WHEREAS, TRATON, LLC made an application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from **COUNTY R-20, SINGLE-FAMILY RESIDENTIAL AND COUNTY NEIGHBORHOOD SHOPPING (NS) to CITY RA-6, RESIDENTIAL DISTRICT;** for properties located at 3227 Old 41 Hwy and 3137 Robin Drive, identified as 20th District, Land Lot 126 Tax Parcel 26 & 27 containing +/- 12.216 acres (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on July 17, 2026 of a public hearing before the Kennesaw Planning Commission held on August 5, 2026 and the Mayor and Council on August 17, 2026; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held August 5, 2026; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held August 17, 2026; and

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

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from **COUNTY R-20, SINGLE-FAMILY RESIDENTIAL AND COUNTY NEIGHBORHOOD SHOPPING (NS) to CITY RA-6, RESIDENTIAL DISTRICT** for the following described property:

3227 OLD 41 HWY & 3137 ROBIN DRIVE
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail set at the centerline intersection of Robin Drive (50’ public right of way) and Wren Circle (50’ public right of way);
thence N35°41'53"W for a distance of 29.33 feet to a 1/2” rebar found at the westerly right of way of Robin Drive (50’ public right of way), said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence along the said right of way of Robin Drive the following courses and distances:
149.98 feet along the arc of a curve to the left, said curve having a radius of 238.53 feet and being subtended by a chord of S28°58'08"W, 147.52 feet to a 1/2" rebar set;
S06°30'58"W for a distance of 189.04 feet to a 1/2" rebar found;
thence leaving said right of way N66°17'54"W for a distance of 348.42 feet to a 1/2" rebar found (bent);
thence S10°37'02"W for a distance of 223.91 feet to a 1-1/2” crimped top pipe found;
thence N87°39'27"W for a distance of 315.70 feet to a 1-1/4” crimped top pipe found;
thence N01°18'41"W for a distance of 1050.87 feet to a 1/2" rebar set;
thence S88°56'55"E for a distance of 321.92 feet to a 1/2” rebar found at the southerly right of way of Old 41 Highway (apparent 60’ width public right of way);
thence along said right of way S63°51'43"E for a distance of 136.42 feet to a 1/2" rebar found;
thence leaving said right of way S19°51'21"W for a distance of 323.01 feet to a 3/4” rebar found;
thence S67°00'57"E for a distance of 98.78 feet to a 1/2” rebar found;
thence S70°35'00"E for a distance of 149.97 feet to a 1” crimped top pipe found;
thence S22°21'27"E for a distance of 151.79 feet to a 1/2" rebar found;
thence S67°57'38"E for a distance of 181.17 feet to a 1/2” rebar found at the westerly right of way of Robin Drive, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel of land contains 12.216 acres.

TAX PARCEL IDs: 20012600270 & 20012600260

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation from **COUNTY R-20, SINGLE-FAMILY RESIDENTIAL AND COUNTY NEIGHBORHOOD SHOPPING (NS) to CITY RA-6, RESIDENTIAL DISTRICT** +/- 12.216 acres with stipulations below:

ZONING CONDITIONS

1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.

2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/elevations submitted with the application. Exterior materials shall consist of high-quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.
7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development.

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

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this 17th day of August, 2026.

ATTEST:

_____
Nicholas Simpson, Deputy City Clerk

CITY OF KENNESAW:

_____
Derek Easterling, Mayor

PLANNING AND ZONING DIRECTOR
CHANELLE CAMPBELL

ASSISTANT ZONING ADMINISTRATOR/PLANNER
PRISCILLA COLEY

CONTACT US

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

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

MAYOR AND COUNCIL
AUGUST 17, 2026

PLANNING COMMISSION
AUGUST 5, 2026

LEGAL ADVERTISEMENTS
JULY 17, 2026

PUBLIC NOTICE SIGN
JULY 17, 2026

APPLICATION SUBMITTED
JUNE 25, 2026

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

Property Addresses
3227 Old 41 Hwy & 3137 Robin Drive

Applicant
Traton, LLC

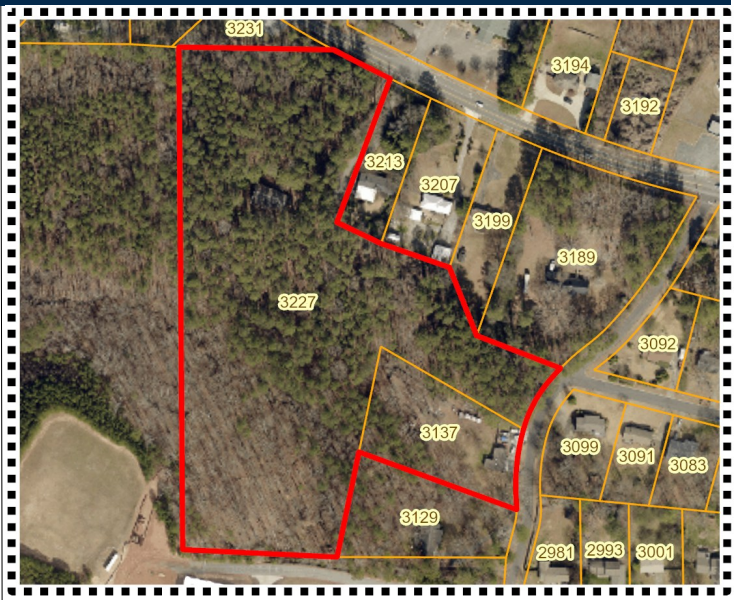
Representative
J. Kevin Moore - Moore, Ingram, Johnson & Steele, LLP

Property Owners
Rosemary James Strickland & Victor Torres

Current Zoning
County R-20, Single Family & County Neighborhood Shopping (NS)

Future Land Use Category
County Low Density Residential

Project Request: Annex and rezone property from County R-20, Single Family and NS, Neighborhood Shopping to City RA-6 , Residential district for the construction of subdivision consisting of 35 single family detached units.



Aerial view of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes
Historic District: No
Cemetery: No **Floodplain:** No **Stream:** Yes
Parcel ID #: 20012600270 & 20012600260
Land Lot #: 126 **Tax Parcel #:** 27 & 26
Land Area: 12.216+/-

RECOMMENDATION

Staff Recommendation:
Approval with conditions of the annexation/ rezoning and **approval** of the variance request.

ADJACENT PROPERTY DETAILS

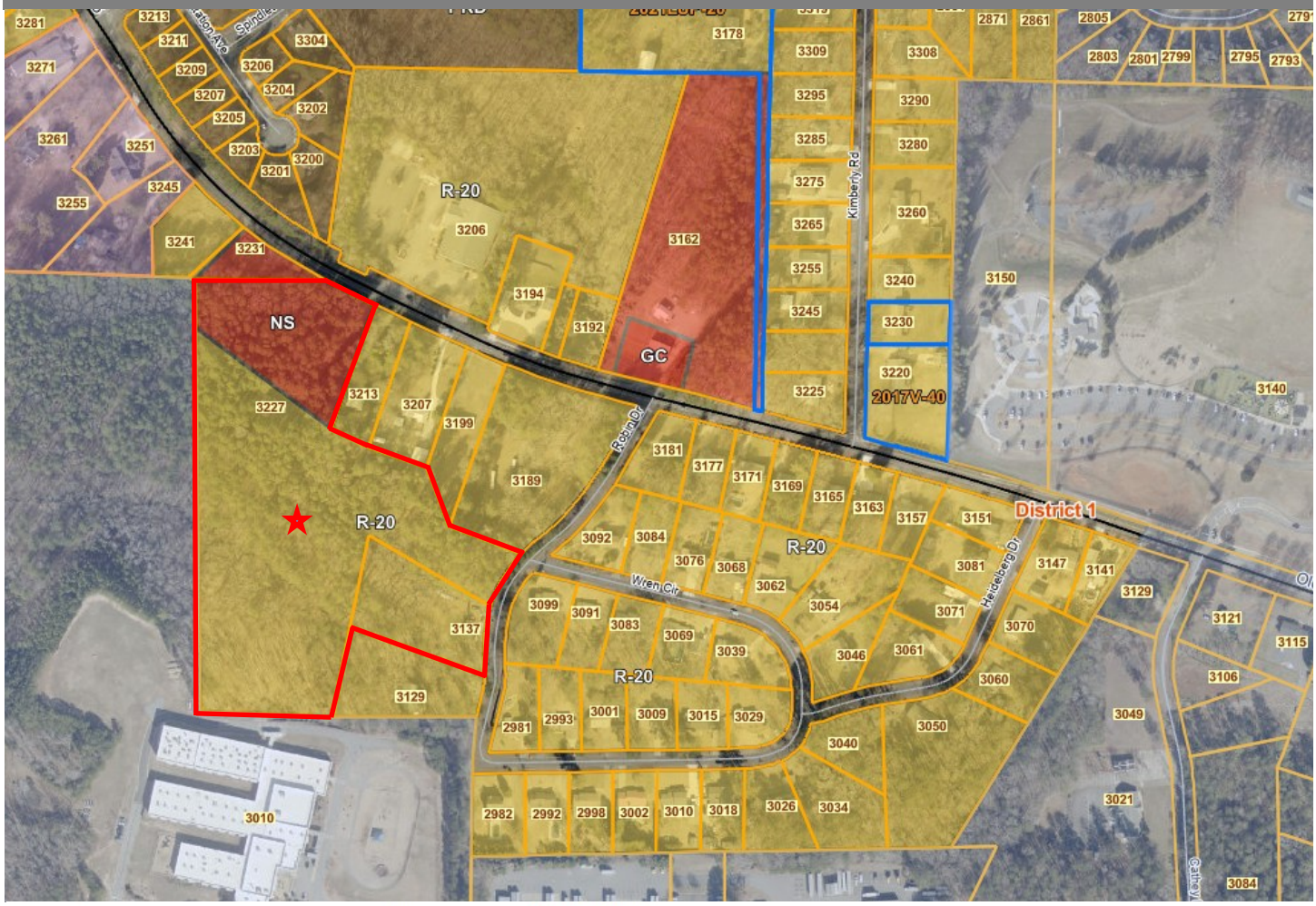
Surrounding Zoning Dist. and Future Land Use

North: Old 41 Hwy
Zoning: County R-20, Single Family Residential
Future Land Use: County Low Density Residential
South: No Street
Zoning: OI, Office/Institutional
Future Land Use: Public Service/Institutional (PI)
East: Robin Drive
Zoning: County R-20, Single Family Residential
Future Land Use: County Low Density Residential
West: No Street
Zoning: OI, Office/Institutional
Future Land Use: Public Service/Institutional (PI)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY ZONING MAP



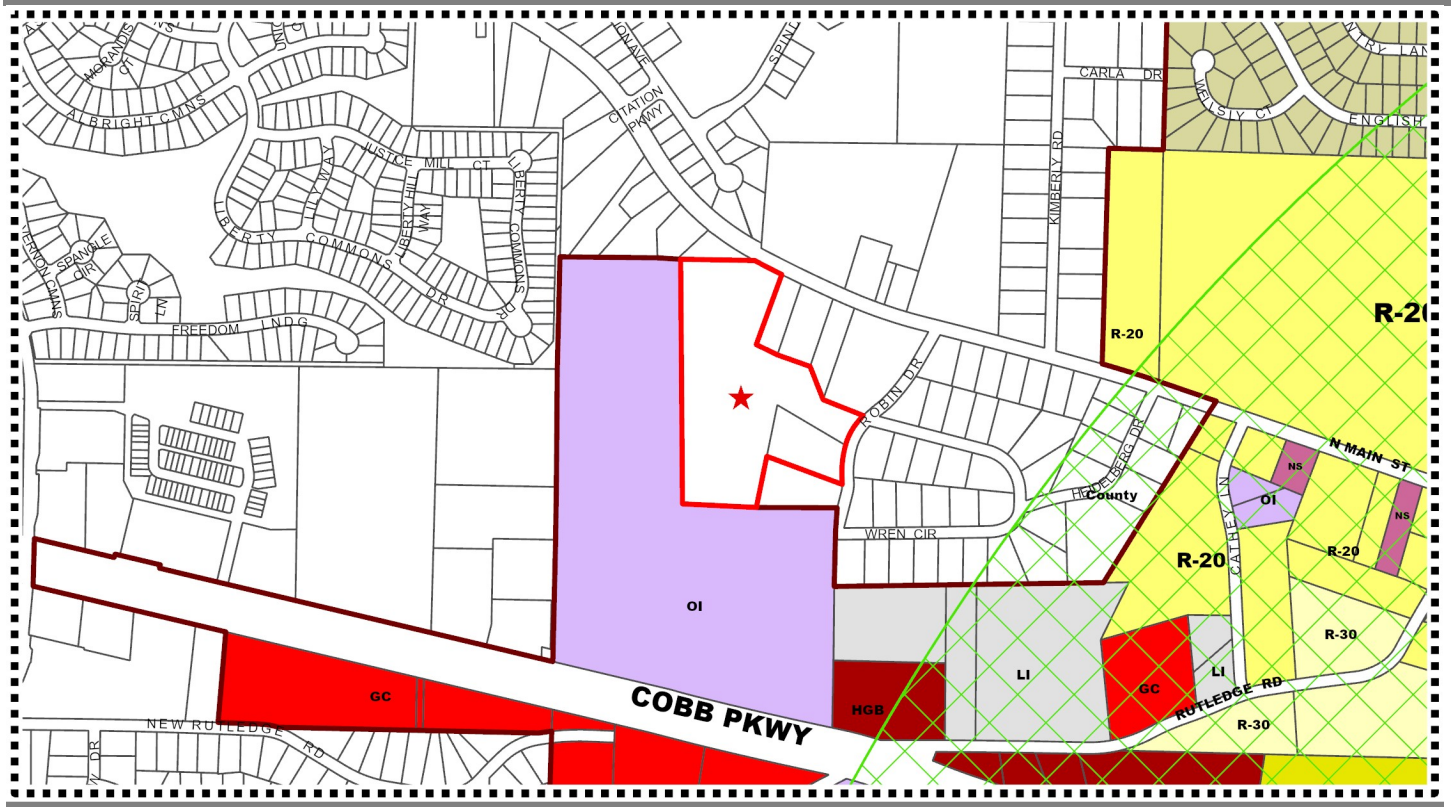
LOCATION:

The combined 12.216+/- acre tract is located off Old 41 Highway and Robin Drive and currently lies within unincorporated Cobb County. The surrounding area includes a mix of residential uses with limited commercial activity. To the east and north, the adjacent properties consist of various residential zoning classifications, including County R-20, Single Family Residential, and PRD, Planned Residential Development, characterized by single family detached homes. To the west and south, the property is bordered by a City zoned Office Institutional (OI) district, occupied by Northwest Classical Academy, a public charter school serving students in grades K–12.

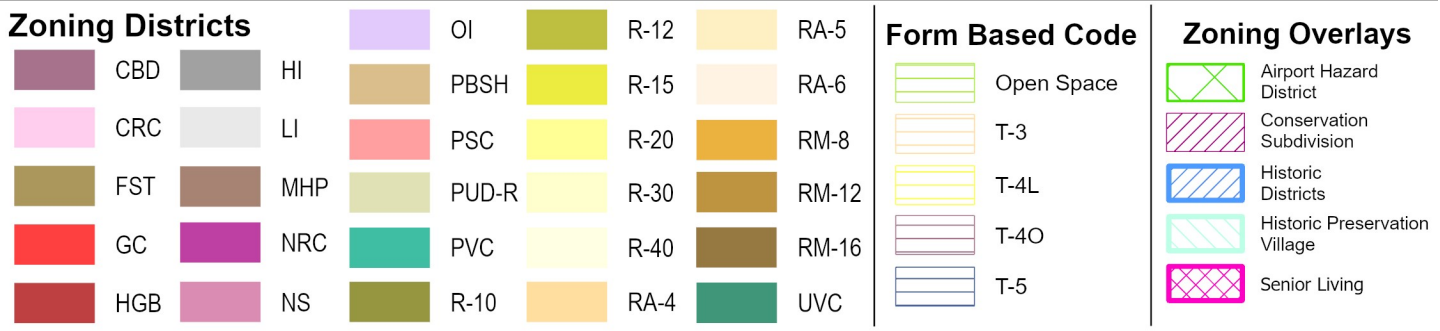
STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

ZONING MAP



LEGEND



The subject parcels are located in unincorporated Cobb County and are bordered to the south and west by City zoned parcels designated Office Institutional (OI). The parcels adjacent to the subject property to the north and east are also outside the City limits and are zoned County Neighborhood Shopping (NS) and R-20, Single Family Residential, creating a transition between City zoned institutional uses and County zoned commercial and residential districts.

Both subject properties are developed with older single-family homes. The property located at 3227 Old 41 Highway contains an approximately 1,874 sq. ft. single family dwelling constructed in 1964 on roughly 10.97 +/- acres, while the property located at 3137 Robin Drive is accessed from Robin Drive and includes an approximately 1,280 sq. ft. ranch-style dwelling built in 1955.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

2022 COMPREHENSIVE PLAN UPDATE - CITY OF KENNESAW

Kennesaw Areas

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

AREA DESIGNATION

COBB PARKWAY CORRIDOR

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

SWIFT- CANTRELL PARK AREA

This area is defined by its proximity to Swift-Cantrell Park. Creating neighborhood-friendly retail and services that complement the park with future residential housing is the goal of this area. Future development in this area should be developed in a way that incorporates and promotes both motorized and non motorized access to the park. The recent investments within the park will spur redevelopment of this character area.

AREA DESIGNATION ANALYSIS

The subject parcels are located near both the Cobb Parkway Commercial Corridor and the Swift-Cantrell Park area. Although Cobb Parkway is designed to accommodate higher-intensity commercial uses along the corridor, the parcels in question function more closely as part of the Swift-Cantrell transition area due to their proximity to the park and surrounding residential neighborhoods.

This transition area is intended to support neighborhood-serving retail and service uses that complement Swift-Cantrell Park while also accommodating future residential development. The long-term vision for this area includes creating a walkable and connected environment that provides both motorized and non-motorized access to the park, enhancing overall connectivity and improving access for residents and visitors.

Future development within this area should include a variety of housing options rooted in single-family residential concepts to maintain consistency with nearby neighborhoods. Any infill development should be designed to ensure compatibility with existing homes and adjacent businesses. Architectural styles should be comparable to those found in the surrounding area to reinforce community character and maintain a cohesive development pattern.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY FUTURE LAND USE MAP

FUTURE LAND USE LEGEND

RR	Rural Residential
VLDR	Very Low Density Residential
LDR	Low Density Residential
MDR	Medium Density Residential
HDR	High Density Residential
NAC	Neighborhood Activity Center
CAC	Community Activity Center
RAC	Regional Activity Center (Note: Sub-Categories)
IC	Industrial Compatible
IND	Industrial
PIA	Priority Industrial Area
TCU	Transportation/Communication/Utilities
PRC	Park/Recreation/Conservation
PI	Public Institutional

The Future Land Use Map does not categorize any land as Undeveloped or Agriculture/Forestry; development is anticipated throughout the county.

LOCATION:

The parcels are located in unincorporated Cobb County and carry a Future Land Use (FLU) designation of Low Density Residential (LDR). According to the Cobb County Comprehensive Plan, the LDR category identifies areas appropriate for low-density housing between one (1) and two and one-half (2.5) dwelling units per acre, with the option for non-supportive senior living housing to reach up to five (5) dwelling units per acre under specific circumstances. Allowable residential density is influenced by factors such as product type and mix, building height, tract size, topography, and overall compatibility with adjacent residential uses.

Under the HB 489 Intergovernmental Agreement between the City and Cobb County, any annexation and rezoning of County parcels with an LDR future land use designation into the City limits is subject to a maximum allowable density of 3 dwelling units per acre (DUA). This density cap ensures compatibility with surrounding County zoned neighborhoods while allowing the City to provide urban-level services and maintain consistent development patterns along jurisdictional boundaries.

Together, these parcels form a large, contiguous tract that establishes a strong foundation for the future development of a single-family subdivision. Their size, configuration, and existing residential character make them well- suited for a coordinated subdivision layout and compatible density transitions between County and City zoning districts.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY SCHOOL DISTRICT

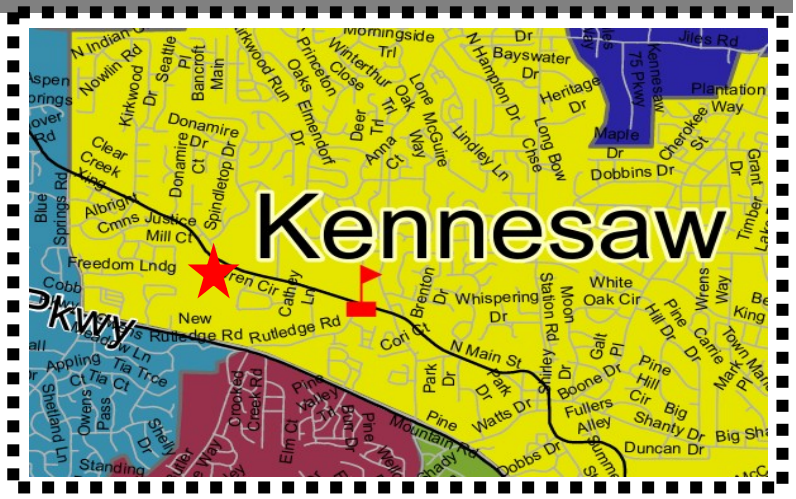
ELEMENTARY SCHOOL

School Name
Kennesaw Elementary School

Distance to School
1.1 miles

School Population
606 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP



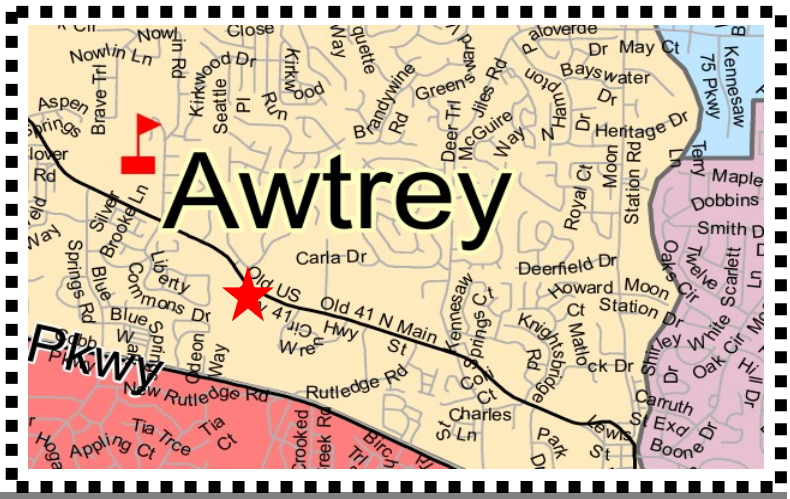
MIDDLE SCHOOL

School Name
Awtrey Middle School

Distance to School
0.9 miles

School Population
580 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP



HIGH SCHOOL

School Name
North Cobb High School

Distance to School
0.7 miles

School Population
2332 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP

★ = Proposed project location

Source: Georgia Department of Education

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

EXISTING SITE CONDITIONS - 3227 OLD 41 HWY

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

EXISTING SITE CONDITIONS - 3137 ROBIN DRIVE

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

DESCRIPTION OF ZONING REQUEST: **ANNEXATION/REZONING AND VARIANCE**

This is a annexation/rezoning and concurrent variance request submitted for 3227 Old 41 Hwy and 3137 Robin Drive.

REZONING:

The applicant seeks to annex the parcels into city limits and change the zoning designation from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential consisting of 35 single family dwelling units.

VARIANCE:

Request to reduce the front setback from forty (40) feet to twenty (20) feet as required by section 2.01.03.10 of the Unified Development Code (UDC).

PROJECT INTENT

The applicant is requesting to annex and rezone the property to city RA-6, Single Family district.

- Number of Units: 35 units (2.90 units/acres)
- Maximum Density: 6 units/acres
- Setbacks:
  - Front: 20 feet
  - Side: 5 feet
  - Rear: 30 feet
- Maximum Building height: 35 feet

PROPERTY DETAILS

1. **Address: 3227 Old 41 Hwy**
   Parcel ID#: 20012600270
   Total Land Acres: 10.653 +/- acres
   Property Owner: Strickland Rosemary James
   Cemeteries, Architectural, Archeological landmarks: Not apparent on this property
   State Water: Yes

2. **Address: 3137 Robin Dr**
   Parcel ID#: 20012600260
   Total Land Acres: 1.563 +/- acres
   Property Owner: Torres Victor
   Cemeteries, Architectural, Archeological landmarks: Not apparent on this property
   State Water: No

UNIFIED DEVELOPMENT CODE

Section 2.01.03.10 - Lot size, setback and building height requirements for developments within the RA-6 Residential district.

The RA-6 district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units including the combination of duplexes, triplexes, and quadraplexes, with access to both public water and sewerage for medium to high density residential classifications as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time.

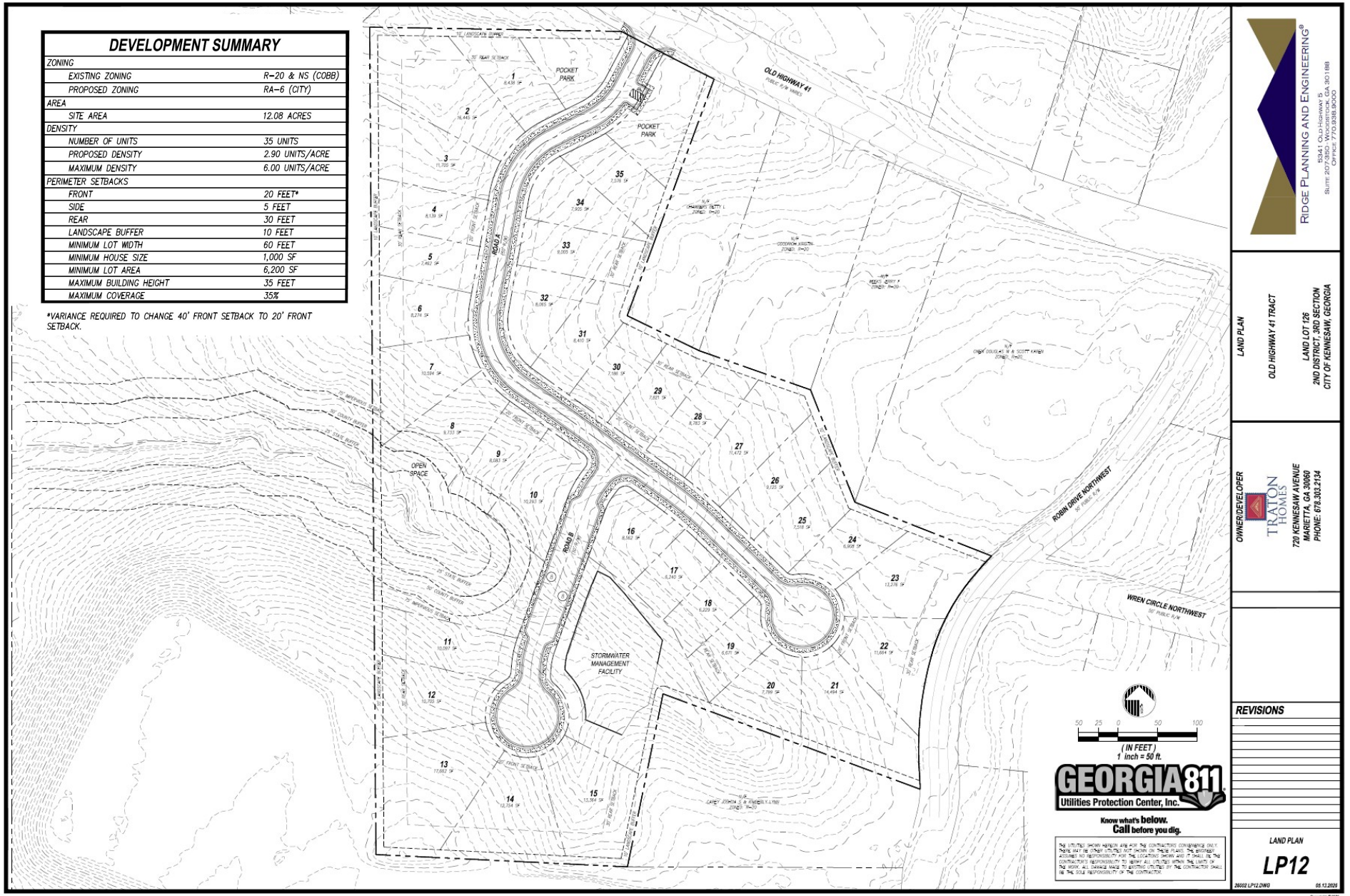
Minimum lot size	6,200 sq. ft.
Minimum acreage required	80,000 sq. ft.
Maximum acreage required	20 acres
Maximum Density	6 units per acre
Minimum floor area	1,000 sq. ft
Minimum lot width at front setback line	60 ft; cul-de-sac, 60
Minimum public road frontage	70 feet; cul-de-sac, 35 feet; 50 feet minimum public road frontage if interior to development
Maximum cover	35%
Maximum building height	35 ft
Minimum building setback	(a) Front yard as measured from arterial: 50 feet. (b) Front yard as measured from local: 40 feet. (c) Side yard (aka minor side yard): 10 feet (if not interior portion of development); 5 feet (if interior portion of development). (d) Rear yard: 30 feet (if not interior portion of development); 30 feet (if interior portion of development). (e) Major side: 25 feet

PROPOSED SITE PLAN

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.



PROPOSED SITE PLAN

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

PROPOSED ELEVATIONS & RENDERINGS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

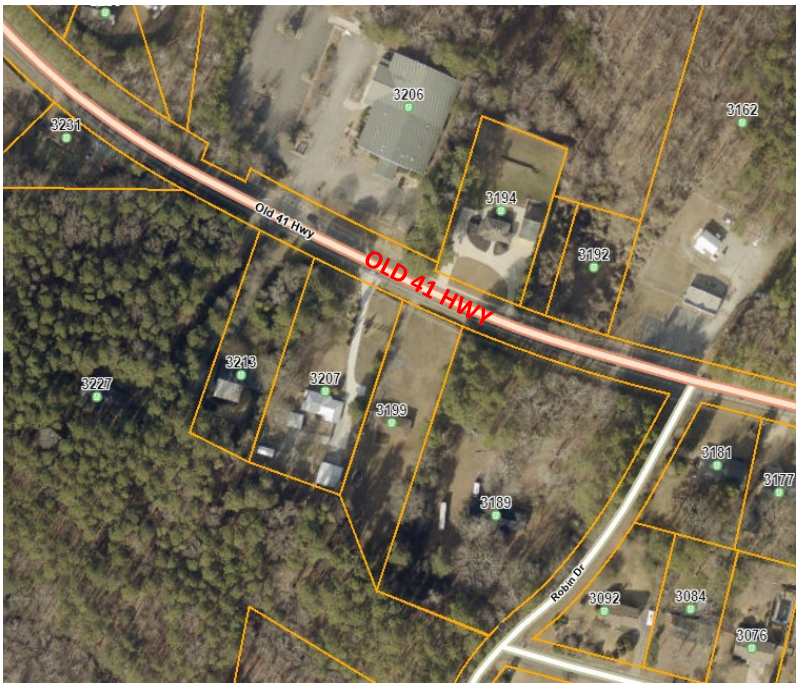
PROPOSED ELEVATIONS & RENDERINGS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

TRANSPORTATION DATA:

AERIAL OF ROAD #1



ROAD #1

Roadway Name
Old 41 Hwy

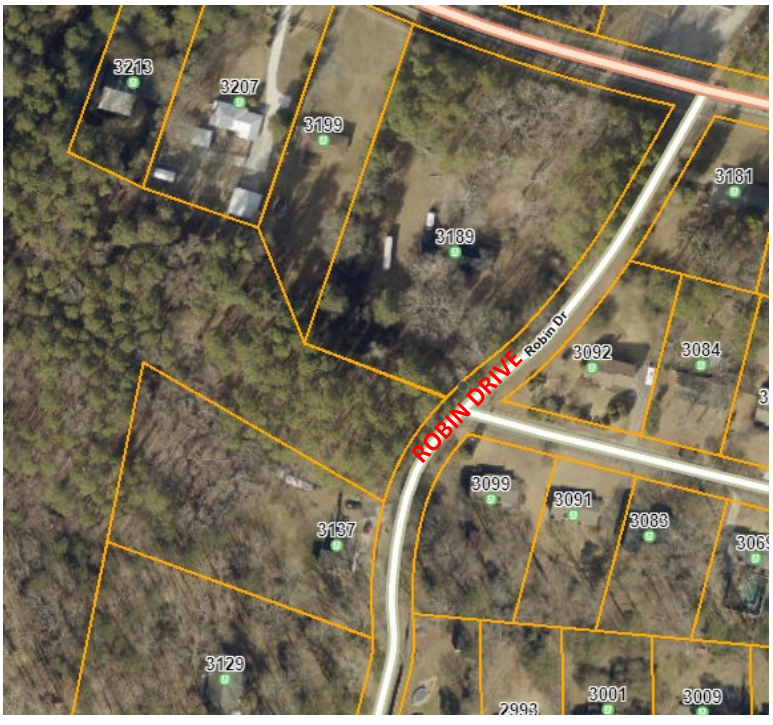
Roadway Classification
Arterials

Speed Limit
45 MPH

Jurisdictional Control
Cobb County

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

AERIAL OF ROAD #2



ROAD #2

Roadway Name
Robin Drive

Roadway Classification
Local

Speed Limit
25 MPH

Jurisdictional Control
Cobb County

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

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

ENVIRONMENTAL

Floodplain:
___ Yes
✓ No
___ Not Verified

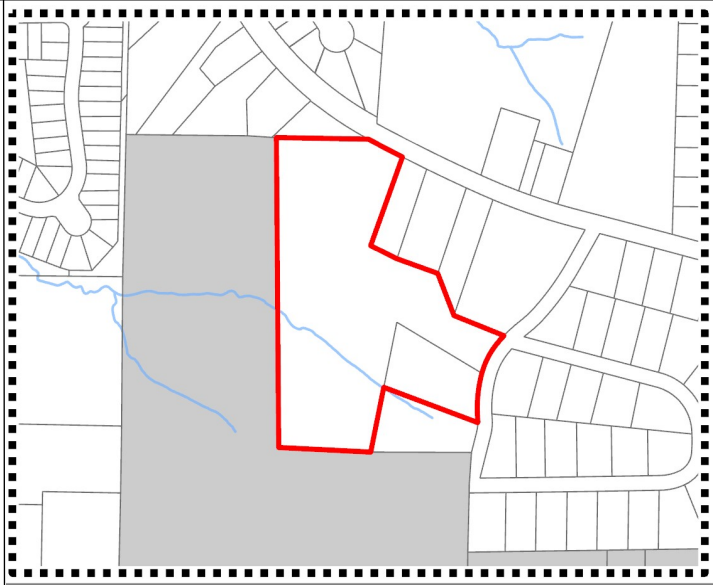
Wetlands:
___ Yes
✓ No
___ Not Verified

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

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

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

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

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

ADDITIONAL COMMENTS REGARDING PROJECT:

A stream is located along the western portion of the property, which will require compliance with all applicable stream buffer regulations and environmental protection standards during development. Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

JUL 13 2026
CITY CLERK
CITY OF KENNESAW

COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

Jessica Guinn, AICP
Director

P.O. Box 649
Marietta, GA 30061-0649
Phone (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.gov

CERTIFIED MAIL
7020 0090 0000 6545 3519

July 6, 2026

RECEIVED
JUL 13 2026
CITY CLERK
CITY OF KENNESAW

The Honorable Derek Easterling
Mayor
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

Dear Mayor Easterling:

We are in receipt of the above-referenced annexation request. The subject property has the required contiguity with the existing Kennesaw boundary for annexation. No unincorporated islands will be created or extended; in fact, this annexation will reduce an existing unincorporated island created by the Acworth and Kennesaw city boundary. There are no county buildings or facilities on this property. Most of this property is zoned R-20 (Single Family Residential), with approximately 2.22 acres designated as NS (Neighborhood Shopping). Cobb County's Future Land Use Plan (FLU) designates this area as Low Density Residential (LDR). The applicant proposes 35 single-family detached homes, pocket parks, and designated open space. Based on our HB 489 Intergovernmental Agreement, this request is not objectionable.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the Cobb County departments below. Should you have any questions or need any additional information, please contact Donald Wells, Intergovernmental Coordinator, at (770) 528-2199 or donald.wells@cobbcounty.gov.

County Staff Comments and Recommendations

Southside of Old 41 Highway, West of Robin Drive
City of Kennesaw

Water System- Chris Duggan

Water service for the proposed annexed properties will be provided by the existing CCWS water mains on Old 41 Hwy

Wastewater for the parcels will be treated at the Northwest treatment plant where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water in public rights-of-way and public easements, there would be no infrastructure loss

Planning- Historic Preservation-Mandy Elliott

No comment

Cobb County Fire Marshal's Office-Rock Toler

No Comment

GIS- Brad Gordon

No comment

Cobb DOT-Wilson Collins

Old 41 Highway and Wren Circle are located within the existing right-of-way and will continue to be owned and maintained by Cobb County. If additional adjacent parcels are annexed into the City of Kennesaw, Cobb DOT will reevaluate ownership and maintenance responsibilities at that time.

No known drainage infrastructure has been identified by Cobb DOT within or adjacent to Parcel PIN: 20012600270. Any existing or proposed drainage infrastructure located within the parcel will become the responsibility of the City of Kennesaw upon annexation, transferring ownership and maintenance obligations accordingly.

Since Cobb DOT will retain ownership and maintenance responsibility for the existing right-of-way and no county-maintained drainage infrastructure is present, no infrastructure loss is anticipated at this time.

Cemetery Preservation Committee- Helga Hong

No comment

ANN-8-2026

COMMUNITY INPUT AND STAFF FINDINGS

Staff has received numerous comments from community members regarding the proposed development. Based on the emails and calls received, the primary concerns relate to density and traffic congestion. Staff has reviewed these concerns with the following findings:

Traffic Congestion:

Both Old 41 Highway and Robin Drive are under the jurisdiction of Cobb County Department of Transportation (Cobb DOT). While the City does not have authority over roadway improvements or traffic control measures along these corridors, the application was transmitted to Cobb DOT for review as part of the intergovernmental coordination process.

Cobb DOT did not identify any objections to the proposed development and did not request additional off-site improvements. The subdivision proposes a single access point onto Old 41 Highway, which aligns with Cobb DOT's access management standards for developments of this scale.

A trip generation memo was conducted for the development to better understand the impacts of the development with access from Old 41 Hwy with findings that the proposed residential development is projected to generate 8 entering and 21 exiting trips during the AM peak hour and 23 entering and 14 exiting trips during the PM peak hour, equating to less than one vehicle per minute entering or exiting the site.

Density:

Based on the application, the applicant is requesting to rezone the property to City RA-6, which permits low to medium density single family detached and attached residential uses. The proposed 35 single-family detached homes fall within the allowable density range for RA-6 and are consistent with the HB 489 Intergovernmental Agreement, which caps density at 3 dwelling units per acre (DUA) for annexed parcels originating from Cobb County with a Low Density Residential (LDR) Future Land Use designation that is suitable for low-density housing between one (1) and two and one-half (2.5) dwelling units per acre, and non-supportive senior living housing that in certain circumstances may reach five (5) dwelling units per acre. Allowable residential density is dependent upon factors, such as product type and mix, structure/building height, tract size, topographic conditions and the like, in order to provide compatibility with adjacent residential uses.

The proposed development achieves a density of approximately 2.9 DUA, which complies with the HB 489 density limitation and maintains compatibility with surrounding County zoned neighborhoods. The lot sizes, ranging from 6,200 sq. ft. to 17,662 sq. ft., further support a transitionary density pattern appropriate for this location.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

PLANNING AND ZONING

Site Visit:
✓ Yes
___ No

Staff Member:
Name: Chanelle Campbell
Date of Visit: 07/29/26

Land Use Recommendation:
Residential development is a compatible use

Historic Preservation:
Not located in the historic district

Cemetery Preservation:
No cemeteries on site

DENSITY ANALYSIS

RESIDENTIAL: 35 Units (Single Family Detached)

Total Land Area: 12.216 +/- acres
Maximum Density: 6.0 Units/Acres
Proposed Density: 2.90 Units/Acres

Parking Requirement: 2 spaces per dwelling unit minimum, plus .35 parking spaces per new unit for overall new development = 35 X 2.35 =82 parking

- Proposed: 2 car garage per unit = 70 parking
- Guest parking = 16
- Total = 86 parking spaces

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **ANNEXATION & REZONING**

The applicant, Traton, LLC, represented by J. Kevin Moore of Moore, Ingram, Johnson & Steele, LLP, is requesting annexation and rezoning of approximately 12.216 +/- acres from County R-20, Single Family Residential, and NS, Neighborhood Shopping, to City RA-6, Residential. The request is intended to accommodate a new subdivision consisting of 35 single-family detached homes on lots ranging from 6,200 sq. ft. to 17,662 sq. ft.

The subject parcels are located in unincorporated Cobb County off Old 41 Highway and Robin Drive, surrounded primarily by residential uses with limited commercial activity. To the north is Cobb Vineyard Church, and to the south is Northwest Classical Academy, a public charter school serving grades K–12. This area reflects a transitional pattern of established residential neighborhoods supported by civic and institutional uses. The proposed homes are anticipated to be priced around $400,000, with the development intended to support workforce housing, providing attainable homeownership opportunities for households employed within the community.

The site plan features a cohesive residential layout supported by community oriented amenities, including pocket parks and dedicated open space gathering areas. Each home will include a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk, allowing two additional vehicles to park without obstructing pedestrian access. The subdivision will be served by a single point of access from Old 41 Highway.

Exterior materials will consist of high-quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten ensuring visual compatibility with surrounding development patterns and maintaining a consistent architectural character throughout the neighborhood.

A copy of the application was transmitted to Cobb County for review in accordance with the HB 489 Intergovernmental Agreement. Staff subsequently received the County's formal notice of non-objection to the proposed annexation and rezoning. No additional concerns were identified regarding the development's impact on existing public infrastructure or County provided services, indicating that the request is consistent with the coordination procedures outlined in HB 489.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **VARIANCE**

The applicant has submitted a concurrent variance application to deviate from section 2.01.03.10 of the Unified Development Code. The applicant is requesting to:

1. Request to reduce the front setback from forty (40) feet to twenty (20) feet.

The applicant has submitted a variance request to reduce the required minimum front setback from forty (40) feet to twenty (20) feet. Due to the irregular shape of the tract and the resulting limitations on building placement, the reduced setback provides necessary flexibility for the subdivision layout. This adjustment allows the homes to be sited appropriately while ensuring the land is efficiently utilized and that functional, adequately sized backyards remain available to future homeowners.

The request has been reviewed based on the standards outlined in *Section 9.02.00* of the Unified Development Code which states that variances may be granted using the following criteria:

A. There is extraordinary and exceptional conditions pertaining to the property because of its size, shape or topography;

B. The application of the UDC standards to property creates practical difficulty or unnecessary hardship.

C. The practical difficulty and/or unnecessary hardship are conditions which are peculiar to the property involved; and

D. Relief, if granted, would not cause substantial detriment to the public good or impede the purposes and intent of the UDC

The proposed site is encumbered by an on-site stream along the western boundary and has an irregular overall shape, both of which significantly constrain the developable area and limit the placement of homes in the development. These physical conditions create challenges for establishing a uniform lot layout and meeting standard setback requirements while still providing functional yards and maintaining compatibility with surrounding residential development.

Taken together, these extraordinary physical conditions create limitations that are unique to this parcel and not commonly found on surrounding properties. Because these constraints directly impair the reasonable use of the land under standard zoning requirements, the circumstances meet the threshold for considering a variance, as the hardship arises from the inherent characteristics of the property rather than from actions of the applicant.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **RECOMMENDATIONS**

Staff has evaluated the applicant's request in accordance with the standards for decision outlined in Section 10.01.02, Rezoning Procedures, as well as the requirements of Section 2.01.03.10, RA-6 Residential District, Section 4.01.02, Development Standards for Development, and Section 9.02.00 of the Unified Development Code (UDC), with the following observations:

According to the UDC, the RA-6 Residential District is established to provide locations for the development of affordable single-family detached or attached residential dwelling units, including duplexes, triplexes, and quadraplexes, with access to public water and sewer. The district supports medium to high density residential classifications as defined by the City of Kennesaw Comprehensive Land Use Plan, as amended.

The proposed project aligns with the intent of the RA-6 district by introducing affordable, single-family detached homes within a density framework that supports attainable housing options. The subdivision layout, lot sizes, and anticipated price point further reinforce the district's purpose of expanding housing opportunities for a range of household types while maintaining compatibility with surrounding residential development patterns.

ZONING ADMINISTRATOR'S RECOMMENDATION:

Based on the findings outlined in the analysis section of the staff report, City Staff recommends:

1. **Approval** of the request to annex the property into the city limits
2. **Approval with conditions** of the rezoning request from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential consisting of 35 single-family dwelling units.
3. Further more City Staff recommends **approval** of the following variance request:
    1. Request to reduce the front setback from forty (40) feet to twenty (20) feet.

PROPOSED ZONING CONDITIONS:

1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.
2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/ elevations submitted with the application. Exterior materials shall consist of high quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.

7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development.

PLANNING COMMISSION RECOMMENDATION:

During the August 5,2026, meeting the Planning Commission recommended the following:

- Approval of the request to **annex** the property into the city limits.
- Approval of the request to **rezone** from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential with conditions as outlined by staff with the addition that " Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development."
- Approval of the **variance** request to reduce the front setback from forty (40) feet to twenty (20) feet.

MAYOR AND COUNCIL RECOMMENDATION:

To be determined on August 17, 2026.

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION

(Page 1 of 2)
(Amended)

Date Received 6/25/26
Staff's Initials RG

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Parcel ID 20012600270 Lot Size 12.216 (Overall)
10.653 (Strickland Tract)

Resident Population 1 Housing Units 1 Other Buildings 0

Zoning Request from:

Present Zoning R-20, NS (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: Carolyn E. Cook May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

TITLEHOLDER Rosemary James Strickland (Phone#) [redacted]

Titleholder Address 3227 Old 41 Highway, N.W.
Kennesaw, GA 30144 **Email** [redacted]

Signature Rosemary James Strickland
Rosemary James Strickland

Signed, sealed and delivered in presence of: Carolyn E. Cook April 9, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION
(Page 2 of 2)
(Amended)

Date Received 6/25/26
Staff's Initials RG

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3137 Robin Drive

Parcel ID 20012600260 Lot Size 12.216 (Overall)
1.563 (Torres Tract)

Resident Population 4 Housing Units 1 Other Buildings 2

Zoning Request from:

Present Zoning R-20 (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 1, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Victor Torres (Phone#) [redacted]

3137 Robin Drive
Titleholder Address Kennesaw, GA 30144 **Email** [redacted]

Signature: _____
Victor Torres

Signed, sealed and delivered in presence of: _____ 6/25, 2026
Notary Date

CILIA RODRIGUEZ BARTOW COUNTY GEORGIA NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 08, 2030

Z\P&Z FORMS\Applications 2025

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate form must be completed by each applicant

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

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 6th day of May, 2026

Traton, LLC

BY: _____

Applicants Signature

William C. Poston, Jr., Authorized Signatory

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate form must be completed by each applicant

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 15th day of May, 2026

Moore Ingram Johnson & Steele, LLP

BY: _____

Applicants Signature

J. Kevin Moore; GA Bar No. 519728

Attorneys for Applicant and Titleholders

[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.

CITY OF KENNESAW

Section 1908 Standards for Decisions – Annexation/Rezoning

Section 1908 of the Kennesaw Zoning Code details thirteen [sic] zoning review factors, which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. Please provide responses to the following using additional pages if necessary:

(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objective?

The proposed rezoning is consistent with the City's Future Land Use Map, and would allow for the highest and best use of the property. Further, the proposed residential community would be compatible with and complementary to the surrounding area.

(2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets?

The proposed rezoning will have minimal traffic impact given the existing traffic volumes on Old Highway 41.

(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers?

The proposed community would meet all public safety and fire requirements and would enable full development of the property as intended without the dangers associated with undeveloped portions.

(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the City?

The proposed rezoning would promote the public health and general welfare of the City by providing additional, quality homeownership in close proximity to parks and downtown Kennesaw.

(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air?

The proposed rezoning will have no impact on adequate light or air.

(6) Would the proposed amendment tend to cause, prevent, or have no influence on the overcrowding of land?

The proposed rezoning will have no influence on the overcrowding of land. The proposed community fully protects all sensitive streams and stream buffers as well as includes multiple areas for community parks and open space.

(7) Would the proposed amendment tend to cause, prevent, or have no relationship on the population distribution within the City creating any area as dense in population as to adversely affect the health, safety, and general welfare of the City?

The proposed rezoning will have no adverse effect on the distribution of the population within the City.

(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?

The proposed rezoning will have no adverse impact on public services, utilities and facilities.

(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?

The proposed rezoning is compatible to environmental conditions of surrounding properties as the proposal fully protects streams and stream buffers; as well as, includes multiple areas for community parks and open space.

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

The proposed rezoning will require no expenditure of public funds.

(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area?

The proposed rezoning will promote the aesthetics of the surrounding area by adding quality, new homes proximate to existing parks and downtown Kennesaw.

(12) Would the proposed amendment have measurable adverse economic effect on the value of the surrounding or adjacent property?

The proposed rezoning will have a measurable, positive economic effect on the surrounding property by allowing quality development of property for further homeownership opportunities within the City of Kennesaw.

RE: AX2026-01/RZ2026-05 &
ZV2026-03

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out on July 10, 2026 in accordance with the application requirements.

MOORE INGRAM JOHNSON & STEELE, LLP

July 14, 2026
Date

BY: _____
~~Applicant~~ Authorized Agent
J. Kevin Moore; GA Bar No. 519728
Attorneys for Applicant and Property Owners

Sworn and subscribed before me this 14th day of July 2026

Carolyn E. Cook
Notary Public

My Commission Expires January 10, 2027

CAROLYN E COOK NOTARY PUBLIC EXP. JAN. 10, 2027 COBB COUNTY, GA

Independent
Probate

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to Official Code of Georgia Annotated § 53-3-11)
Estate No.: 06-0267
GEORGIA, COBB COUNTY

DATE ORDER GRANTED: March 21, 2006

GRANTOR: (NAME OF DECEDENT) **HERSHEL EDWARD STRICKLAND**

GRANTEE: (FULL NAME OF SURVIVING SPOUSE, ~~AND EACH MINOR CHILD, AND DATE OF BIRTH OF EACH MINOR~~)
ROSEMARY JAMES STRICKLAND

Legal Description of Real Property and Interest Therein:
All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section of Cobb County, Georgia, and being 10.97 acres as per plat of survey by Robert T. Weaver, Surveyor, dated June 3, 1964, and being more particularly described as follows:

BEGINNING at a point on the westerly side of Robin Drive, which point is located 459 feet south of the southwest intersection of Old U. S. Highway No. 41 and Robin Drive, at a point and corner marked by an iron pin; thence north 72 degrees 32 minutes west 181.5 feet to a point and corner marked by an iron pin; thence north 15 degrees 01 minutes east 173.8 feet to a point and corner marked by an iron pin; thence north 82 degrees 48 minutes west 101.9 feet to a point and corner marked by an iron pin; thence south 15 degrees 17 minutes west 45 feet to a point and corner marked by an iron pin; thence north 75 degrees 26 minutes west 149.3 feet to a point and corner marked by an iron pin; thence north 68 degrees 51 minutes west 101 feet to a point and corner marked by an iron pin; thence north 15 degrees 12 minutes east 319.4 feet to a point and corner on Old U.S. Highway No. 41; thence north 68 degrees 10 minutes west 135 feet to a point and corner marked by an iron pin; thence south 86 degrees 33 minutes west 322.4 feet to a point and corner marked by an iron pin; thence south 5 degrees 45 minutes east 1052.5 feet to a point and corner marked by an iron pin; thence north 87 degrees 55 minutes east 316 feet to a point and corner marked by an iron pin; thence north 6 degrees 42 minutes east 449 feet to a point and corner marked by an iron pin; thence south 64 degrees 23 minutes east 351.6 feet to a point and corner marked by an iron pin on the west side of Robin Drive; thence north 14 degrees east along Robin Drive 100 feet to a point and corner marked by an iron pin; thence north 33 degrees 35 minutes east 50 feet to the point of beginning.

Also land in _____ Count(y)(ies).

Certificate prepared by:

I do certify that the information herein is true and correct.

SEN

JUDGE OF THE PROBATE COURT

Signature of Attorney **Donald D. Smith**
State Bar No. 655800

By: _____
Clerk, Probate Court of **Cobb** County

Delivered to **Cobb County** Superior Court, April 6, , **2006.**

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Deed Book 14311 Pg 1936
Filed and Recorded Apr-06-2006 09:59am
[illegible]
Real Estate Transfer Tax $0.00

Deed Book 12926 Pg 393
Filed and Recorded Sep-24-1999 08:02am
1999-0160512
Real Estate Transfer Tax $93.90

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RETURN TO:
MORRIS & SCHNEIDER, P.C.
2781 WHITLEY ROAD
ATLANTA, GEORGIA 30339
89P0502M

10.00

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

This Indenture made this **31st** day of **August,** in the year **One Thousand Nine Hundred Ninety-Nine**, between **JEFFREY M. BALL and DEBORAH M. BALL**, of the County of COBB, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **VICTOR TORRES**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING 1.582 ACRES AS PER PLAT OF SURVEY PREPARED FOR JEFFREY M. BALL, DATED FEBRUARY 20, 1992, AND PREPARED BY ANASTASIOS COSTARIDES, GEORGIA REGISTERED LAND SURVEYOR NO. 2448, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH CRIMP TOP IRON PIN LOCATED ON THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE, WHICH IRON PIN IS 646.00 FEET SOUTH OF THE INTERSECTION OF THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE; RUNNING THENCE SOUTH 07 DEGREES 18 MINUTES 22 SECONDS WEST ALONG THE WESTERLY SIDE OF THE RIGHT OF WAY OR ROBIN DRIVE FOR A DISTANCE OF 185.14 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 68 DEGREES 23 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 348.39 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 08 DEGREES 33 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 224.83 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE SOUTH 61 DEGREES 59 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 355.66 FEET TO AN IRON PIN AT THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY IS IMPROVED PROPERTY WITH A HOUSE LOCATED THEREON KNOWN AS 3137 ROBIN DRIVE, KENNESAW, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN COBB COUNTY, GEORGIA, AND IS ALSO SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN PLAT BOOK 68, PAGE 165, COBB COUNTY, GEORGIA RECORDS.

Subject to all 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 whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

CYNTHIA MARX NOTARY PUBLIC EXPIRES GEORGIA DEC. 20, 1999 COBB COUNTY STATE OF GEORGIA

Jeffrey M. Ball (Seal)
JEFFREY M. BALL

Deborah M. Ball (Seal)
DEBORAH M. BALL

Written Description: Old 41 Highway and Robin Drive Overall

All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail set at the centerline intersection of Robin Drive (50’ public right of way) and Wren Circle (50’ public right of way);
thence N35°41'53"W for a distance of 29.33 feet to a 1/2” rebar found at the westerly right of way of Robin Drive (50’ public right of way), said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence along the said right of way of Robin Drive the following courses and distances:
149.98 feet along the arc of a curve to the left, said curve having a radius of 238.53 feet and being subtended by a chord of S28°58'08"W, 147.52 feet to a 1/2" rebar set;
S06°30'58"W for a distance of 189.04 feet to a 1/2" rebar found;
thence leaving said right of way N66°17'54"W for a distance of 348.42 feet to a 1/2" rebar found (bent);
thence S10°37'02"W for a distance of 223.91 feet to a 1-1/2” crimped top pipe found;
thence N87°39'27"W for a distance of 315.70 feet to a 1-1/4” crimped top pipe found;
thence N01°18'41"W for a distance of 1050.87 feet to a 1/2" rebar set;
thence S88°56'55"E for a distance of 321.92 feet to a 1/2” rebar found at the southerly right of way of Old 41 Highway (apparent 60’ width public right of way);
thence along said right of way S63°51'43"E for a distance of 136.42 feet to a 1/2" rebar found;
thence leaving said right of way S19°51'21"W for a distance of 323.01 feet to a 3/4” rebar found;
thence S67°00'57"E for a distance of 98.78 feet to a 1/2” rebar found;
thence S70°35'00"E for a distance of 149.97 feet to a 1” crimped top pipe found;
thence S22°21'27"E for a distance of 151.79 feet to a 1/2" rebar found;
thence S67°57'38"E for a distance of 181.17 feet to a 1/2” rebar found at the westerly right of way of Robin Drive, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 12.216 acres.

Printed: 4/16/2026

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:
TORRES VICTOR

TORRES VICTOR

Payment Date: 12/5/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600260	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$39.41	$107.24	$0.00	$0.00	$2,291.35	**$0.00**

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

Printed: 3/20/2026

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:
Rosemary Strickland

STRICKLAND ROSEMARY JAMES

Payment Date: 9/4/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600270	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$1,570.21	**$0.00**

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

TOTAL AREA= 12.216 ACRES

RESERVED FOR PLAT FILING

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 34,881. IT HAS BEEN ADJUSTED USING THE COMPASS METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF
1 IN 615,104 (OVERALL)
1 IN 1,627,382 (TRACT 1)
1 IN 136,173 (TRACT 2)

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 VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS 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: 5–4–2026

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

BY GRAPHIC PLOTTING ONLY, NO PORTIONS 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 13067C0017H DATED 10/05/2018 AND 13067C0019H DATED 10/5/2018.

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. THE UNDERGROUND UTILITIES ARE SHOWN HEREON BASED ON LOCATION OF MARKINGS PROVIDED BY:

RHD SERVICES
P.O. BOX 813399
SMYRNA, GEORGIA 30081
TEL. (404.874.8585)

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE) WERE LOCATED BY RHD SERVICES UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON–METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES NOT PROVIDED TO SURVEYOR AND CANNOT BE VERIFIED.

LOCATION OF JURISDICTIONAL WATERS NOT INCLUDED IN THE SCOPE OF THIS SURVEY. SUCH WATERS MAY EXIST THAT ARE NOT SHOWN HEREON.

REFERENCE:
1) PB 47, PG 138

SYMBOL LEGEND

- IPF 1/2" REBAR FOUND
- IPS 1/2" REBAR SET
- RIGHT–OF–WAY MONUMENT FOUND
- (42) ADJOINING LOT NUMBER
- (26) LOT NUMBER
- (175) LAND LOT NUMBER
- AIR CONDITIONING UNIT
- BENCHMARK
- BOLLARD
- HANDICAP PARKING SPOT
- SIGN
- MANHOLE – UNKNOWN TYPE
- HANDHOLE
- CABLE TV BOX
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELEC ELECTRIC PEDESTAL
- GUY WIRE AND ANCHOR
- GUY POLE
- LIGHT POLE (LP)
- POWER POLE (PP)
- SERVICE POLE
- HIGH VOLTAGE POWER POLE (HVPP)
- 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
- PEDESTRIAN 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
- W WATER VAULT
- TREE

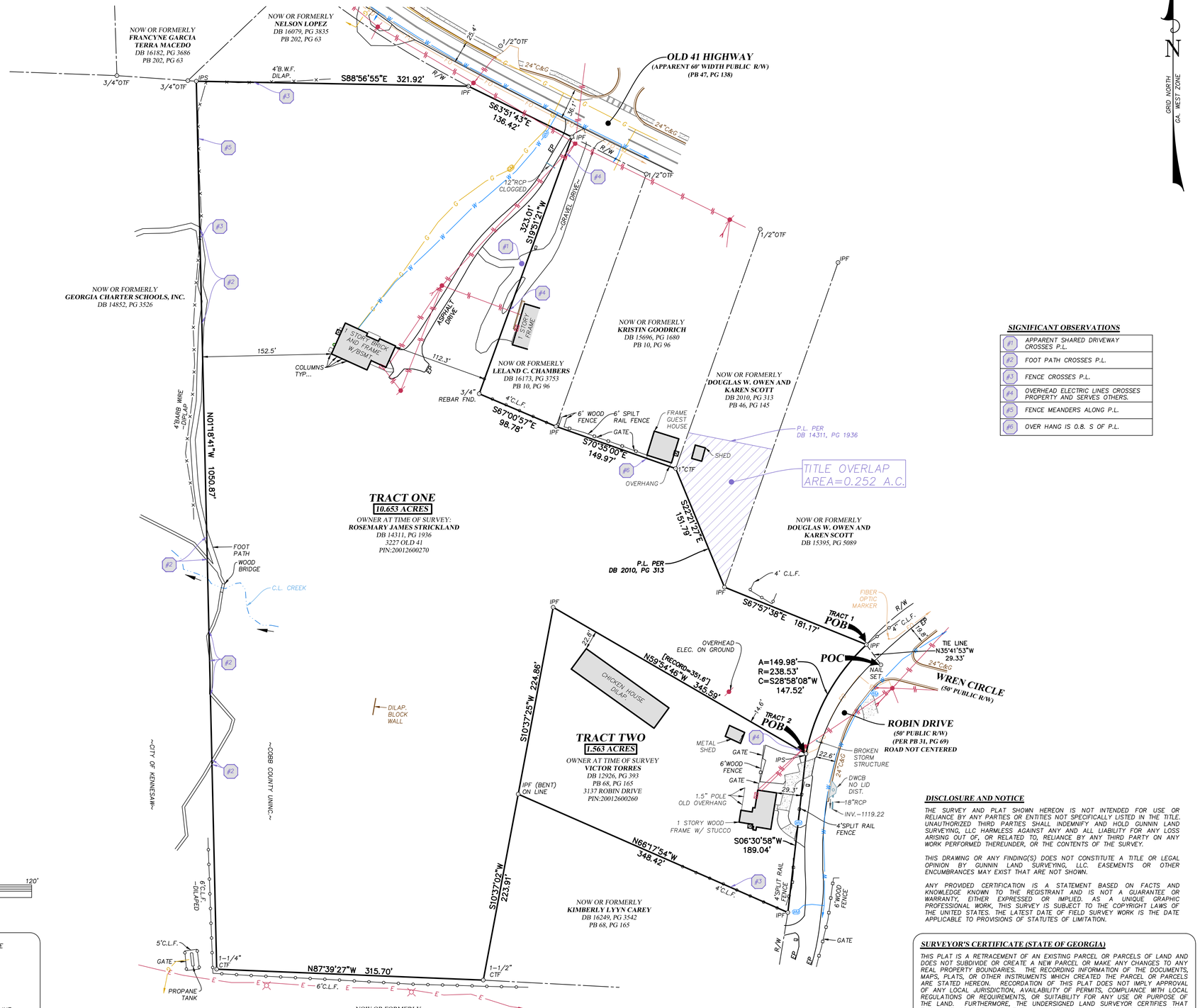
ABBREVIATIONS

A.E.	ACCESS EASEMENT
BC	BACK OF CURB
BM	BENCHMARK
BSL	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
C.L.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CONC.	CONCRETE
CTF	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
OCS	OUTLET CONTROL STRUCTURE
SWCB	SINGLE WING CATCH BASIN
PI	PEDESTAL INLET
YI	YARD INLET
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE

60' 0 60' 120'
1"=60'
SCALE IN FEET

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
- RIGHT–OF–WAY CENTERLINE
- CREEK CENTERLINE
- LAND LOT LINE
- METAL FENCE
- WIRE FENCE
- WOOD FENCE
- GUARDRAIL
- RAILROAD TRACK
- OVERHEAD UTILITY LINE
- TV UNDERGROUND CABLE TV LINE
- E UNDERGROUND ELECTRIC LINE
- FO UNDERGROUND FIBER OPTIC LINE
- G UNDERGROUND GAS PIPE
- SS UNDERGROUND SANITARY SEWER PIPE
- UNDERGROUND STORM SEWER PIPE
- SL UNDERGROUND STREET LIGHTING LINE
- T UNDERGROUND TELEPHONE LINE
- TR UNDERGROUND TRAFFIC LINE
- W UNDERGROUND WATER PIPE



TRACT ONE
10.653 ACRES

OWNER AT TIME OF SURVEY:
ROSEMARY JAMES STRICKLAND
DB 14311, PG 1936
3227 OLD 41
PIN:20012600270

TRACT TWO
1.563 ACRES

OWNER AT TIME OF SURVEY
VICTOR TORRES
DB 12926, PG 393
PB 68, PG 165
3137 ROBIN DRIVE
PIN:20012600260

SIGNIFICANT OBSERVATIONS

#1	APPARENT SHARED DRIVEWAY CROSSES P.L.
#2	FOOT PATH CROSSES P.L.
#3	FENCE CROSSES P.L.
#4	OVERHEAD ELECTRIC LINES CROSSES PROPERTY AND SERVES OTHERS.
#5	FENCE MEANDERS ALONG P.L.
#6	OVER HANG IS 0.8. S OF P.L.

DISCLOSURE AND NOTICE

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SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15–6–67.

5–13–26

JESSE R. GUNNIN, GA RES NO. 3079 DATE

GRID NORTH GA. WEST ZONE

REVISION	DATE

BOUNDARY SURVEY FOR:
TRATON HOMES

LOCATED IN LAND LOT 126
20th DISTRICT, 2nd SECTION
COBB COUNTY, GEORGIA
MAY 13, 2026

GUNNIN SURVEY
www.gunninsurvey.com
6782807592
141 Railroad Street, Suite 116
Canton, Georgia 30114
Georgia LSF 001033 - Gunnin Land Surveying, LLC

GEORGIA REGISTERED No. 3079 LAND SURVEYOR JESSE R. GUNNIN

DRAWN BY: PRW
CHECKED BY: JRG

PROJECT NO. **26032**

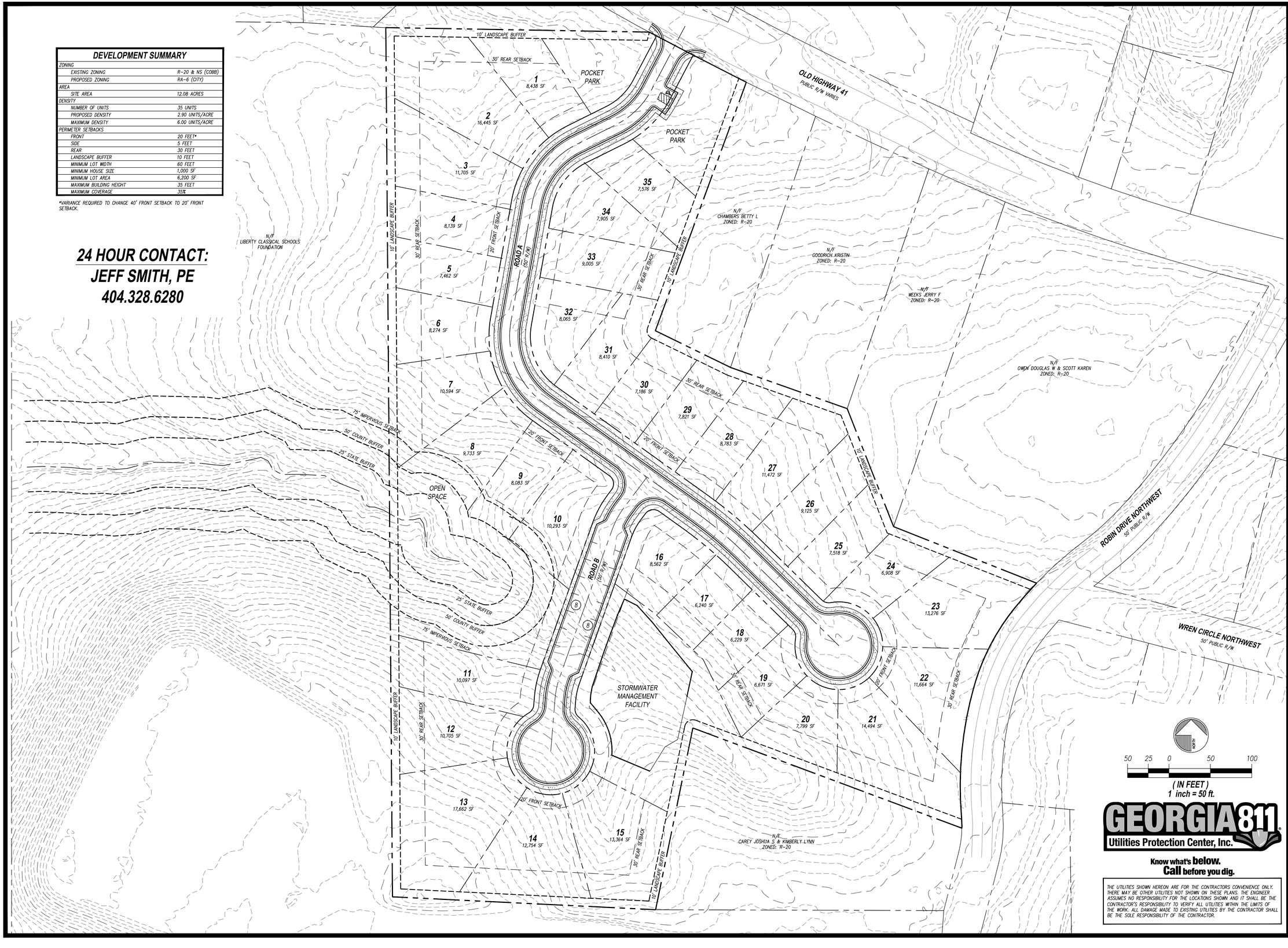
SHEET	OF
1	1

FILENAME: 26032 Old 41 Highway 3227.dwg PLOT DATE: 05.13.2026

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.

24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280



GEORGIA 811
Utilities Protection Center, Inc.
Know what's **below.**
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING®
5341 OLD HIGHWAY 5
SUITE 207,350 - WOODSTOCK, GA 30188
OFFICE 770.938.9000

LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA

OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134

REVISIONS

LAND PLAN
LP12

26002 LP12.DWG 05.13.2026

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DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
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SITE AREA	12.08 ACRES
DENSITY	
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MAXIMUM DENSITY	6.00 UNITS/ACRE
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LANDSCAPE BUFFER	10 FEET
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MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.

24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280

LEGEND
- Single-Family Lots (35 lots, 7.77 ac)
- Open Space / Common Area (2.5 ac)
- Right-of-Way (1.9 ac)
- Pavement

OLD HIGHWAY 41
PUBLIC R/W VARIES

ROBIN DRIVE NORTHWEST
50' PUBLIC R/W

WREN CIRCLE NORTHWEST
50' PUBLIC R/W

ROAD A
(50' R/W)

ROAD B
(50' R/W)

POCKET PARK

POCKET PARK

OPEN SPACE

STORMWATER MANAGEMENT FACILITY

1 8,438 SF
2 16,445 SF
3 11,705 SF
4 8,139 SF
5 7,462 SF
6 8,274 SF
7 10,594 SF
8 9,733 SF
9 8,083 SF
10 10,293 SF
11 10,097 SF
12 10,705 SF
13 17,662 SF
14 12,754 SF
15 13,364 SF
16 8,562 SF
17 6,240 SF
18 6,229 SF
19 6,671 SF
20 7,799 SF
21 14,494 SF
22 11,664 SF
23 13,276 SF
24 6,908 SF
25 7,518 SF
26 9,125 SF
27 11,472 SF
28 8,783 SF
29 7,821 SF
30 7,186 SF
31 8,410 SF
32 8,065 SF
33 9,005 SF
34 7,905 SF
35 7,576 SF

10' LANDSCAPE BUFFER
30' REAR SETBACK
20' FRONT SETBACK
75' IMPERVIOUS SETBACK
50' COUNTY BUFFER
25' STATE BUFFER

N/F
LIBERTY CLASSICAL SCHOOLS FOUNDATION

N/F
CHAMBERS BETTY L
ZONED: R-20

N/F
GOODRICH KRISTIN
ZONED: R-20

N/F
WEEKS JERRY F
ZONED: R-20

N/F
OWEN DOUGLAS W & SCOTT KAREN
ZONED: R-20

N/F
CAREY JOSHUA S & KIMBERLY LYNN
ZONED: R-20

50 25 0 50 100
(IN FEET)
1 inch = 50 ft.

GEORGIA811
Utilities Protection Center, Inc.
Know what's **below.**
Call before you dig.

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OFFICE 770.938.9000

LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA

OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134

REVISIONS

LAND PLAN
LP12

26002 LP12.DWG 05.13.2026

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ATTACHMENT TO ANNEXATION/REZONING APPLICATION

(Amended June 25, 2026)

Application Nos.:	**AX2026-001; RZ2026-005**
Hearing Dates:	**August 5, 2026** **August 10, 2026** **August 17, 2026**
Applicant:	**Traton, LLC**
Titleholders:	**Rosemary James Strickland;** **Victor Torres**
Tax Parcel Identification Nos.:	**20012600270; 20012600260**

AMENDED LETTER OF INTENT

(Amended June 25, 2026)

The property which is the subject of the Rezoning Application consists of two tracts, totaling 12.216 acres, more or less, and is located along the southerly side of Old 41 Highway and the westerly side of Robin Circle, Land Lot 126, 20th District, 2nd Section, unincorporated Cobb County, Georgia (hereinafter "Property" or "Subject Property"). A small portion of the Property located along Old 41 Highway is zoned Neighborhood Shopping ("NS"), with the remainder of the Property being zoned R-20, per the Cobb County Zoning Ordinance. Applicant seeks annexation of the Subject Property into the City of Kennesaw and rezoning to the City's RA-6 zoning classification to allow for development of a single-family detached community.

The proposed single-family detached community will contain a maximum of thirty-five (35) homes; as well as, an amenity area, together with open space areas surrounding the overall development and pocket park areas among the residences. The architecture of the residences will be traditional and cottage style with exteriors consisting of brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten, and combinations thereof. The residences will be a maximum of two-stories in height and contain approximately 2,500 square feet. Access to the community will be from Old 41 Highway.

Due to the location of creek and flood plain issues, development of the Property is restrictive. Applicant's proposed single-family detached community takes into account the restrictions of the Property and utilizes it to its highest and best use. The proposed rezoning to the City's RA-6 zoning category will provide a more suitable use for the Subject Property than uses allowed under Cobb County's existing NS and R-20 zoning classifications. Additionally, the proposed community will be better suited and less intrusive to the area and adjacent properties than uses allowed under the existing NS and R-20 zoning classifications. The proposed residential development will provide a quality and affordable community for future residents of the City of Kennesaw. The community is within walking distance of Swift Cantrell Park and other parks, venues, and businesses. The proposed community will not adversely affect the use or usability of adjacent or nearby properties. Approval of the proposed annexation and RA-6 zoning category will provide rezoning which is

better suited for the Property and the surrounding area, while having minimal impact on schools, public safety and emergency facilities, wastewater, stormwater facilities, and other public services.

Applicant is very excited about the opportunity of the proposed community and being able to provide additional quality living areas within the City of Kennesaw. The use of the Property for the proposed community is ideal in light of the surrounding uses and the Property's limitations. Given the project is adjacent to the existing residential areas, there should be little to no impact on nearby properties and uses.

ATTACHMENT TO ANNEXATION/REZONING APPLICATION
(Amended June 25, 2026)

Application Nos.: **AX2026-001; RZ2026-005**
Hearing Dates: **August 5, 2026**
August 10, 2026
August 17, 2026

BEFORE THE PLANNING COMMISSION AND THE MAYOR AND CITY COUNCIL FOR THE CITY OF KENNESAW, GEORGIA

AMENDED CONSTITUTIONAL CHALLENGE
ATTACHMENT TO ANNEXATION/REZONING APPLICATION

COME NOW, Applicant, TRATON, LLC (hereinafter referred to as "Applicant"), and Titleholders, ROSEMARY JAMES STRICKLAND and VICTOR TORRES (hereinafter collectively referred to as "Titleholders"), and assert the following:

1.

By Annexation/Rezoning Application dated and submitted on May 15, 2026, Applicant and Titleholders applied for annexation and rezoning of certain real property, being approximately 12.216 acres, more or less, lying and being in unincorporated Cobb County, Georgia, a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the "Property" or the "Subject Property").

2.

By amendment to the Annexation/Rezoning Application submitted contemporaneously, Applicant and Titleholders seek rezoning of the Property from the existing zoning categories of Neighborhood Shopping ("NS") and R-20, as established by the governing authority of Cobb County, under and pursuant to Ga. Laws 1956, p. 2006 (hereinafter the "Zoning and Planning Ordinance of Cobb County"), as amended, to the

MOORE INGRAM
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A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

proposed zoning category of RA-6, as established by the governing authority of the City of Kennesaw, Georgia, under and pursuant to The Unified Development Code City of Kennesaw, Georgia (hereinafter the "Unified Development Code of the City of Kennesaw").

3.

With respect to the Property within the NS zoning classification (Cobb County), Applicant and Titleholders do contend the Zoning and Planning Ordinance of Cobb County and the Unified Development Code of the City of Kennesaw (hereinafter collectively "Ordinances") are unconstitutional as applied to the Subject Property in that said Ordinances do not permit the Applicant and Titleholders to utilize the Property to the highest and best use set forth within the Annexation/Rezoning Application without the necessity of rezoning. However, Applicant and Titleholders do not contend the current zoning category of NS (Cobb County) is unconstitutional, per se, only as applied. Thus, the Ordinances deprive Applicant and Titleholders of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. Also violated are the Applicant's and Titleholders' rights to unfettered use of their Property, as stated above, in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are, therefore, confiscatory and void. Further, said Ordinances are unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholders.

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4.

With respect to the remainder of the Property within the R-20 (Cobb County) zoning classification, the Ordinances are unconstitutional as applied to the Property in that said Ordinances deprive the Applicant and Titleholders of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The R-20 (Cobb Couty) zoning category, as it presently exists, together with any intervening zoning categories between the existing R-20 (Cobb County) category and the requested RA-6 (City of Kennesaw) category, violates the Applicant's and Titleholders' rights to unfettered use of their Property in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void. Further, said Ordinances are unconstitutional in that they are arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholders.

5.

To the extent the Unified Development Code of the City of Kennesaw allows or permits the Mayor and City Council to rezone the Subject Property to any category other than as requested, said Ordinance is further unconstitutional in that same violates the Applicant's and Titleholders' constitutionally guaranteed rights to due process, both substantive and procedural. Furthermore, any such action by the Mayor and City Council, or as allowed by the Unified Development Code of the City of Kennesaw, is an unconstitutional use of the

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zoning power and would constitute an abuse of discretion with no justification or benefit flowing to the public welfare. Accordingly, said Ordinance or action would likewise represent a taking of private property rights without the payment of just and adequate compensation in violation of the Constitutions of the State of Georgia and the United States of America.

6.

The Unified Development Code of the City of Kennesaw is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Annexation/Rezoning Application also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 25th day of June, 2026.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Titleholders

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A Limited Liability Partnership
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(770) 429-1499
FAX (770) 429-8631

MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC

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

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

June 25, 2026

Pamela Mabry, County Clerk
Cobb County
100 Cherokee Street, #355
Marietta, Georgia 30090-9679

Subject: City of Kennesaw Zoning Applications (Case #RZ2026-05 & AX2026-01)
3227 Old 41 Hwy & 3137 Robin Dr, Kennesaw, GA – Parcel IDs 20012600270 & 2001200260

Dear Ms. Mabry,

Attached, please find an annexation and rezoning application submitted by Traton LLC, with legal representation by J. Kevin Moore of Moore, Ingram, Johnson & Steele, LLP requesting to annex and rezone approximately 12.216 +/- acres from County R-20, Single Family Residential and County Neighborhood Shopping (NS), to City RA-6, Residential District. The proposed annexation and rezoning would allow for the development of residential community consisting of single family detached units at the subject property. This letter and enclosed application are being provided in accordance with the House Bill 489 Intergovernmental Agreement on Services Delivery Strategy, Land Use section.

This case is set to go before the Kennesaw **Planning Commission on Wednesday, August 5, 2026,** at 6:30 p.m. and **Mayor and Council on Monday, August 17, 2026,** at 6:30 p.m. for public hearing as well.

Thank you for your attention. Should you have any questions, please feel free to contact Planning and Zoning at 770-590-8268 or send an e-mail to ccampbell@kennesaw-ga.gov.

Sincerely,

Chanelle Campbell

Chanelle Campbell
Director of Planning and Zoning

Enclosure: Annexation and Rezoning Application Packet

cc: **Jessica Guinn, AICP, Community Development Agency Director (Via Certified Mail)**
Dr. Jackie McMorris, Cobb County Manager (Via Certified Mail)
Phillip Westbrook, Senior Planner, Cobb County Community Development (Via Certified Mail)
Donald Wells, Intergovernmental Coordinator/Planner III, Cobb County Community Dev. (Via Certified Mail)
Dr. Jeff Drobney, City Manager, City of Kennesaw (Via Certified Mail)
Priscilla Coley, Assistant Zoning Administrator/ City Planner (Via Certified Mail)

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION

(Page 1 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Parcel ID 20012600270 Lot Size 12.216 (Overall)
10.653 (Strickland Tract)

Resident Population 1 Housing Units 1 Other Buildings 0

Zoning Request from:

Present Zoning R-20, NS (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____
Notary

May 12, 2026
Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 03, 2026

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

TITLEHOLDER Rosemary James Strickland (Phone#) [redacted]

Titleholder Address 3227 Old 41 Highway, N.W. Kennesaw, GA 30144 **Email** [redacted]

Signature _____
Rosemary James Strickland

Signed, sealed and delivered in presence of: _____
Notary

April 9, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

Z\P&Z FORMS\Applications 2025

Page 1 of 2

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION
(Page 2 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3137 Robin Drive

Parcel ID 20012600260 Lot Size 12.216 (Overall)
1.563 (Torres Tract)

Resident Population 4 Housing Units 1 Other Buildings 2

Zoning Request from:

Present Zoning R-20 (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 1, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Victor Torres (Phone#) [redacted]

3137 Robin Drive
Titleholder Address Kennesaw, GA 30144 **Email** [redacted]

Signature: _____
Victor Torres

Signed, sealed and delivered in presence of: Cilia Rodriguez _____ 04/25, 2026
Notary Date

CILIA RODRIGUEZ BARTOW COUNTY GEORGIA NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 08, 2030

ATTACHMENT TO ANNEXATION/REZONING APPLICATION

(Amended June 25, 2026)

Application Nos.:	**AX2026-001; RZ2026-005**
Hearing Dates:	**August 5, 2026** **August 10, 2026** **August 17, 2026**
Applicant:	**Traton, LLC**
Titleholders:	**Rosemary James Strickland;** **Victor Torres**
Tax Parcel Identification Nos.:	**20012600270; 20012600260**

AMENDED LETTER OF INTENT

(Amended June 25, 2026)

The property which is the subject of the Rezoning Application consists of two tracts, totaling 12.216 acres, more or less, and is located along the southerly side of Old 41 Highway and the westerly side of Robin Circle, Land Lot 126, 20th District, 2nd Section, unincorporated Cobb County, Georgia (hereinafter "Property" or "Subject Property"). A small portion of the Property located along Old 41 Highway is zoned Neighborhood Shopping ("NS"), with the remainder of the Property being zoned R-20, per the Cobb County Zoning Ordinance. Applicant seeks annexation of the Subject Property into the City of Kennesaw and rezoning to the City's RA-6 zoning classification to allow for development of a single-family detached community.

The proposed single-family detached community will contain a maximum of thirty-five (35) homes; as well as, an amenity area, together with open space areas surrounding the overall development and pocket park areas among the residences. The architecture of the residences will be traditional and cottage style with exteriors consisting of brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten, and combinations thereof. The residences will be a maximum of two-stories in height and contain approximately 2,500 square feet. Access to the community will be from Old 41 Highway.

Due to the location of creek and flood plain issues, development of the Property is restrictive. Applicant's proposed single-family detached community takes into account the restrictions of the Property and utilizes it to its highest and best use. The proposed rezoning to the City's RA-6 zoning category will provide a more suitable use for the Subject Property than uses allowed under Cobb County's existing NS and R-20 zoning classifications. Additionally, the proposed community will be better suited and less intrusive to the area and adjacent properties than uses allowed under the existing NS and R-20 zoning classifications. The proposed residential development will provide a quality and affordable community for future residents of the City of Kennesaw. The community is within walking distance of Swift Cantrell Park and other parks, venues, and businesses. The proposed community will not adversely affect the use or usability of adjacent or nearby properties. Approval of the proposed annexation and RA-6 zoning category will provide rezoning which is

better suited for the Property and the surrounding area, while having minimal impact on schools, public safety and emergency facilities, wastewater, stormwater facilities, and other public services.

Applicant is very excited about the opportunity of the proposed community and being able to provide additional quality living areas within the City of Kennesaw. The use of the Property for the proposed community is ideal in light of the surrounding uses and the Property's limitations. Given the project is adjacent to the existing residential areas, there should be little to no impact on nearby properties and uses.

ATTACHMENT TO ANNEXATION/REZONING APPLICATION
(Amended June 25, 2026)

Application Nos.: **AX2026-001; RZ2026-005**
Hearing Dates: **August 5, 2026**
August 10, 2026
August 17, 2026

BEFORE THE PLANNING COMMISSION AND THE MAYOR AND CITY COUNCIL FOR THE CITY OF KENNESAW, GEORGIA

AMENDED CONSTITUTIONAL CHALLENGE
ATTACHMENT TO ANNEXATION/REZONING APPLICATION

COME NOW, Applicant, TRATON, LLC (hereinafter referred to as "Applicant"), and Titleholders, ROSEMARY JAMES STRICKLAND and VICTOR TORRES (hereinafter collectively referred to as "Titleholders"), and assert the following:

1.

By Annexation/Rezoning Application dated and submitted on May 15, 2026, Applicant and Titleholders applied for annexation and rezoning of certain real property, being approximately 12.216 acres, more or less, lying and being in unincorporated Cobb County, Georgia, a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the "Property" or the "Subject Property").

2.

By amendment to the Annexation/Rezoning Application submitted contemporaneously, Applicant and Titleholders seek rezoning of the Property from the existing zoning categories of Neighborhood Shopping ("NS") and R-20, as established by the governing authority of Cobb County, under and pursuant to Ga. Laws 1956, p. 2006 (hereinafter the "Zoning and Planning Ordinance of Cobb County"), as amended, to the

MOORE INGRAM
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A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

proposed zoning category of RA-6, as established by the governing authority of the City of Kennesaw, Georgia, under and pursuant to The Unified Development Code City of Kennesaw, Georgia (hereinafter the "Unified Development Code of the City of Kennesaw").

3.

With respect to the Property within the NS zoning classification (Cobb County), Applicant and Titleholders do contend the Zoning and Planning Ordinance of Cobb County and the Unified Development Code of the City of Kennesaw (hereinafter collectively "Ordinances") are unconstitutional as applied to the Subject Property in that said Ordinances do not permit the Applicant and Titleholders to utilize the Property to the highest and best use set forth within the Annexation/Rezoning Application without the necessity of rezoning. However, Applicant and Titleholders do not contend the current zoning category of NS (Cobb County) is unconstitutional, per se, only as applied. Thus, the Ordinances deprive Applicant and Titleholders of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. Also violated are the Applicant's and Titleholders' rights to unfettered use of their Property, as stated above, in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are, therefore, confiscatory and void. Further, said Ordinances are unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholders.

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4.

With respect to the remainder of the Property within the R-20 (Cobb County) zoning classification, the Ordinances are unconstitutional as applied to the Property in that said Ordinances deprive the Applicant and Titleholders of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The R-20 (Cobb Couty) zoning category, as it presently exists, together with any intervening zoning categories between the existing R-20 (Cobb County) category and the requested RA-6 (City of Kennesaw) category, violates the Applicant's and Titleholders' rights to unfettered use of their Property in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void. Further, said Ordinances are unconstitutional in that they are arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Titleholders.

5.

To the extent the Unified Development Code of the City of Kennesaw allows or permits the Mayor and City Council to rezone the Subject Property to any category other than as requested, said Ordinance is further unconstitutional in that same violates the Applicant's and Titleholders' constitutionally guaranteed rights to due process, both substantive and procedural. Furthermore, any such action by the Mayor and City Council, or as allowed by the Unified Development Code of the City of Kennesaw, is an unconstitutional use of the

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zoning power and would constitute an abuse of discretion with no justification or benefit flowing to the public welfare. Accordingly, said Ordinance or action would likewise represent a taking of private property rights without the payment of just and adequate compensation in violation of the Constitutions of the State of Georgia and the United States of America.

6.

The Unified Development Code of the City of Kennesaw is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Annexation/Rezoning Application also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 25th day of June, 2026.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____

J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Titleholders

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JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

Independent Probate

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to Official Code of Georgia Annotated § 53-3-11)
Estate No.: 06-0267
GEORGIA, COBB COUNTY

DATE ORDER GRANTED: March 21, 2006

GRANTOR: (NAME OF DECEDENT) **HERSHEL EDWARD STRICKLAND**

GRANTEE: (FULL NAME OF SURVIVING SPOUSE, ~~AND EACH MINOR CHILD, AND DATE OF BIRTH OF EACH MINOR~~)
ROSEMARY JAMES STRICKLAND

Legal Description of Real Property and Interest Therein:
All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section of Cobb County, Georgia, and being 10.97 acres as per plat of survey by Robert T. Weaver, Surveyor, dated June 3, 1964, and being more particularly described as follows:

BEGINNING at a point on the westerly side of Robin Drive, which point is located 459 feet south of the southwest intersection of Old U. S. Highway No. 41 and Robin Drive, at a point and corner marked by an iron pin; thence north 72 degrees 32 minutes west 181.5 feet to a point and corner marked by an iron pin; thence north 15 degrees 01 minutes east 173.8 feet to a point and corner marked by an iron pin; thence north 82 degrees 48 minutes west 101.9 feet to a point and corner marked by an iron pin; thence south 15 degrees 17 minutes west 45 feet to a point and corner marked by an iron pin; thence north 75 degrees 26 minutes west 149.3 feet to a point and corner marked by an iron pin; thence north 68 degrees 51 minutes west 101 feet to a point and corner marked by an iron pin; thence north 15 degrees 12 minutes east 319.4 feet to a point and corner on Old U.S. Highway No. 41; thence north 68 degrees 10 minutes west 135 feet to a point and corner marked by an iron pin; thence south 86 degrees 33 minutes west 322.4 feet to a point and corner marked by an iron pin; thence south 5 degrees 45 minutes east 1052.5 feet to a point and corner marked by an iron pin; thence north 87 degrees 55 minutes east 316 feet to a point and corner marked by an iron pin; thence north 6 degrees 42 minutes east 449 feet to a point and corner marked by an iron pin; thence south 64 degrees 23 minutes east 351.6 feet to a point and corner marked by an iron pin on the west side of Robin Drive; thence north 14 degrees east along Robin Drive 100 feet to a point and corner marked by an iron pin; thence north 33 degrees 35 minutes east 50 feet to the point of beginning.

Also land in _____ Count(y)(ies).

Certificate prepared by:

SEN

I do certify that the information herein is true and correct.

JUDGE OF THE PROBATE COURT

Signature of Attorney **Donald D. Smith**
State Bar No. 655800

By: _____
Clerk, Probate Court of **Cobb** County

Delivered to **Cobb County** Superior Court, April 6, , **2006.**

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Deed Book 14311 Pg 1936
Filed and Recorded Apr-06-2006 09:59am
[illegible]
Real Estate Transfer Tax $0.00

Deed Book 12926 Pg 393
Filed and Recorded Sep-24-1999 08:02am
1999-0160512
Real Estate Transfer Tax $93.90

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RETURN TO:
MORRIS & SCHNEIDER, P.C.
2781 WHITLEY ROAD
ATLANTA, GEORGIA 30339
89P0502M

10.00

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

This Indenture made this **31st** day of **August,** in the year **One Thousand Nine Hundred Ninety-Nine**, between **JEFFREY M. BALL and DEBORAH M. BALL**, of the County of COBB, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **VICTOR TORRES**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING 1.582 ACRES AS PER PLAT OF SURVEY PREPARED FOR JEFFREY M. BALL, DATED FEBRUARY 20, 1992, AND PREPARED BY ANASTASIOS COSTARIDES, GEORGIA REGISTERED LAND SURVEYOR NO. 2448, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH CRIMP TOP IRON PIN LOCATED ON THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE, WHICH IRON PIN IS 646.00 FEET SOUTH OF THE INTERSECTION OF THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE; RUNNING THENCE SOUTH 07 DEGREES 18 MINUTES 22 SECONDS WEST ALONG THE WESTERLY SIDE OF THE RIGHT OF WAY OR ROBIN DRIVE FOR A DISTANCE OF 185.14 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 68 DEGREES 23 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 348.39 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 08 DEGREES 33 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 224.83 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE SOUTH 61 DEGREES 59 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 355.66 FEET TO AN IRON PIN AT THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY IS IMPROVED PROPERTY WITH A HOUSE LOCATED THEREON KNOWN AS 3137 ROBIN DRIVE, KENNESAW, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN COBB COUNTY, GEORGIA, AND IS ALSO SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN PLAT BOOK 68, PAGE 165, COBB COUNTY, GEORGIA RECORDS.

Subject to all 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 whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

CYNTHIA MARX NOTARY PUBLIC EXPIRES GEORGIA DEC. 20, 1999 COBB COUNTY STATE OF GEORGIA

Jeffrey M. Ball (Seal)
JEFFREY M. BALL

Deborah M. Ball (Seal)
DEBORAH M. BALL

Written Description: Old 41 Highway and Robin Drive Overall

All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail set at the centerline intersection of Robin Drive (50’ public right of way) and Wren Circle (50’ public right of way);
thence N35°41'53"W for a distance of 29.33 feet to a 1/2” rebar found at the westerly right of way of Robin Drive (50’ public right of way), said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence along the said right of way of Robin Drive the following courses and distances:
149.98 feet along the arc of a curve to the left, said curve having a radius of 238.53 feet and being subtended by a chord of S28°58'08"W, 147.52 feet to a 1/2" rebar set;
S06°30'58"W for a distance of 189.04 feet to a 1/2" rebar found;
thence leaving said right of way N66°17'54"W for a distance of 348.42 feet to a 1/2" rebar found (bent);
thence S10°37'02"W for a distance of 223.91 feet to a 1-1/2” crimped top pipe found;
thence N87°39'27"W for a distance of 315.70 feet to a 1-1/4” crimped top pipe found;
thence N01°18'41"W for a distance of 1050.87 feet to a 1/2" rebar set;
thence S88°56'55"E for a distance of 321.92 feet to a 1/2” rebar found at the southerly right of way of Old 41 Highway (apparent 60’ width public right of way);
thence along said right of way S63°51'43"E for a distance of 136.42 feet to a 1/2" rebar found;
thence leaving said right of way S19°51'21"W for a distance of 323.01 feet to a 3/4” rebar found;
thence S67°00'57"E for a distance of 98.78 feet to a 1/2” rebar found;
thence S70°35'00"E for a distance of 149.97 feet to a 1” crimped top pipe found;
thence S22°21'27"E for a distance of 151.79 feet to a 1/2" rebar found;
thence S67°57'38"E for a distance of 181.17 feet to a 1/2” rebar found at the westerly right of way of Robin Drive, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 12.216 acres.

ROSEMARY JAMES STRICKLAND

3227 Old 41 Highway, N.W.
Kennesaw, Georgia 30144

April 9, 2026

RE: Property located at 3227 Old 41 Highway, N.W., Cobb County, Georgia
Tax Parcel ID Number: 20012600270

Dear Sir or Madam:

Please accept this as authorization for Traton, LLC, by and through its authorized representatives and counsel, to proceed with the filing and pursuit of an Annexation/Rezoning Application with the City of Kennesaw, Georgia, regarding the above-referenced property.

If you should have any questions or require additional information or documentation, please do not hesitate to contact me.

Very truly yours,

Rosemary James Strickland

Rosemary James Strickland

c: J. Kevin Moore, Esq.
Moore Ingram Johnson & Steele, LLP

Traton, LLC

VICTOR TORRES
3137 Robin Drive
Kennesaw, Georgia 30144

April 23, 2026

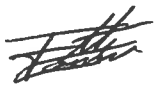
RE: Property located at 3137 Robin Drive, Cobb County, Georgia
Tax Parcel ID Number: 20012600260

Dear Sir or Madam:

Please accept this as authorization for Traton, LLC, by and through its authorized representatives and counsel, to proceed with the filing and pursuit of an Annexation/Rezoning Application with the City of Kennesaw, Georgia, regarding the above-referenced property.

If you should have any questions or require additional information or documentation, please do not hesitate to contact me.

Very truly yours,



Victor Torres

c: J. Kevin Moore, Esq.
Moore Ingram Johnson & Steele, LLP

Traton, LLC

Printed: 4/16/2026

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:
TORRES VICTOR

TORRES VICTOR

Payment Date: 12/5/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600260	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$39.41	$107.24	$0.00	$0.00	$2,291.35	**$0.00**

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

Printed: 3/20/2026

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:
Rosemary Strickland

STRICKLAND ROSEMARY JAMES

Payment Date: 9/4/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600270	10/15/2025	**Pay:**	N/A	or	$0.00

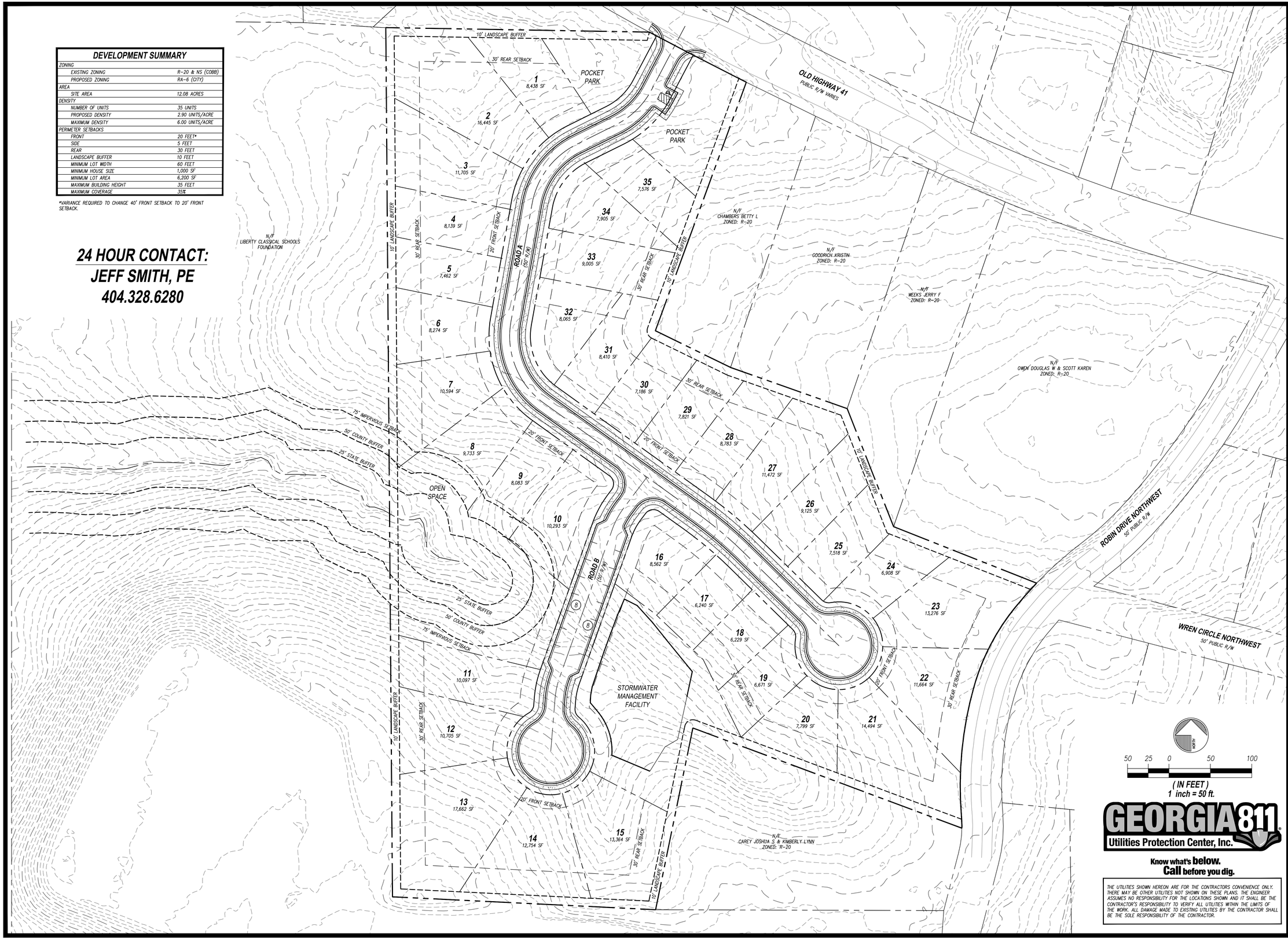
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$1,570.21	**$0.00**

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

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.

24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280



GEORGIA811 Utilities Protection Center, Inc.
Know what's **below.** **Call** before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING®
5341 OLD HIGHWAY 5
SUITE 207,350 - WOODSTOCK, GA 30188
OFFICE 770.938.9000

LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA

OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134

REVISIONS

LAND PLAN
LP12

26002 LP12.DWG 05.13.2026

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Domestic Mail Only

P17
R22026-05/AX2026-01

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

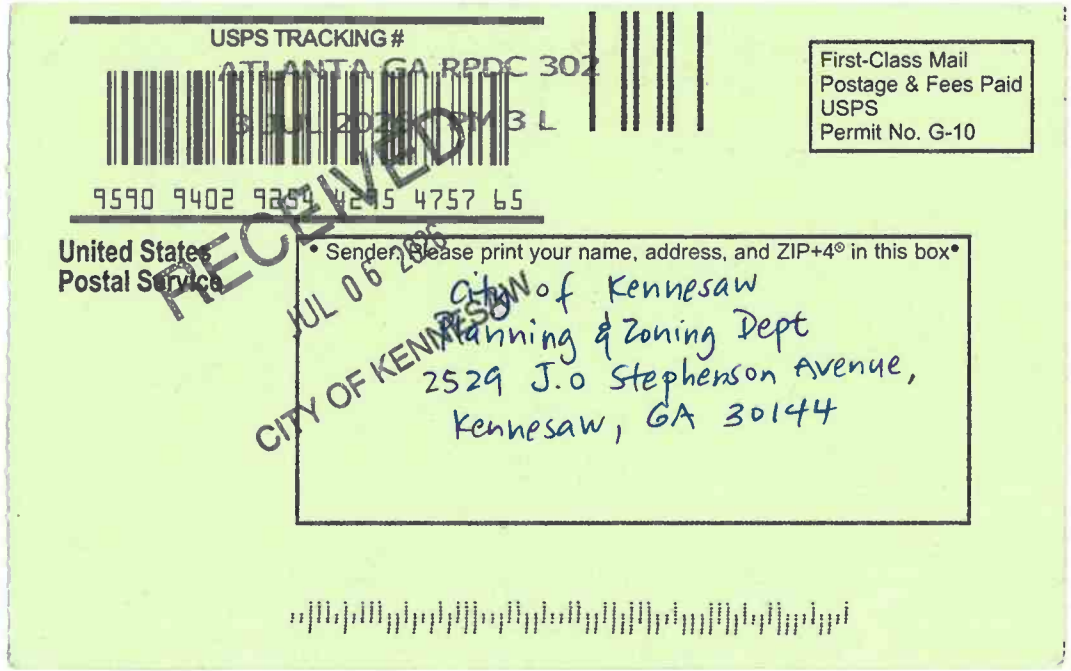
Postmark Here

Sent To: Pamela Mabry, Cobb County Clerk

Street and Apt. No., or PO Box No.: 100 Cherokee St, # 355

City, State, ZIP+4®: Marietta, GA 30090

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions


USPS TRACKING #
9590 9402 9259 4295 4757 65
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
United States
Postal Service
• Sender: Please print your name, address, and ZIP+4® in this box•
City of Kennesaw
Planning & Zoning Dept
2529 J.O Stephenson Avenue,
Kennesaw, GA 30144
RECEIVED
JUL 06 2026
CITY OF KENNESAW

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Pamela Mabry, County Clerk
100 Cherokee St, #355
Marietta, GA 30090

9590 9402 9254 4295 4757 65

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

7017 2620 0000 4224 7983

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X J Evans ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* J EVANS

C. Date of Delivery 1/2/26

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

R22026-05 / AX2026-0

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

COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

Jessica Guinn, AICP
Director

P.O. Box 649
Marietta, GA 30061-0649
Phone (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.gov

CERTIFIED MAIL
7020 0090 0000 6545 3519

July 6, 2026

The Honorable Derek Easterling
Mayor
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

Dear Mayor Easterling:

We are in receipt of the above-referenced annexation request. The subject property has the required contiguity with the existing Kennesaw boundary for annexation. No unincorporated islands will be created or extended; in fact, this annexation will reduce an existing unincorporated island created by the Acworth and Kennesaw city boundary. There are no county buildings or facilities on this property. Most of this property is zoned R-20 (Single Family Residential), with approximately 2.22 acres designated as NS (Neighborhood Shopping). Cobb County's Future Land Use Plan (FLU) designates this area as Low Density Residential (LDR). The applicant proposes 35 single-family detached homes, pocket parks, and designated open space. Based on our HB 489 Intergovernmental Agreement, this request is not objectionable.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the Cobb County departments below. Should you have any questions or need any additional information, please contact Donald Wells, Intergovernmental Coordinator, at (770) 528-2199 or donald.wells@cobbcounty.gov.

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

Sincerely,

Lisa Cupid, Chairwoman

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

Keli Gambrill

Keli Gambrill, District 1 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

Erick Allen, District 2 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

JoAnn K. Birrell

JoAnn K. Birrell, District 3 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

[signature page continued]

Sincerely,

_____

Monique Sheffield, District 4 Commissioner

cc: Jackie McMorris, County Manager – Via Email
Bill Volckmann, Deputy County Manager – Via Email
Debra Blair, County Attorney- Via Email
Brian Johnson, Senior Associate County Attorney- Via Email
Jessica Guinn, Community Development Director – Via Email
Pamela Mabry, County Clerk – Via Email
Chanelle Campbell, Director of Planning and Zoning, City of Kennesaw– Via Email
Dr. Jeff Drobney, City Manager, City of Kennesaw- Via Email
Priscilla Coley, Assistant Zoning Administrator & Planner, City of Kennesaw- Via Email

County Staff Comments and Recommendations

Southside of Old 41 Highway, West of Robin Drive
City of Kennesaw

Water System- Chris Duggan

Water service for the proposed annexed properties will be provided by the existing CCWS water mains on Old 41 Hwy

Wastewater for the parcels will be treated at the Northwest treatment plant where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water in public rights-of-way and public easements, there would be no infrastructure loss

Planning- Historic Preservation-Mandy Elliott

No comment

Cobb County Fire Marshal's Office-Rock Toler

No Comment

GIS- Brad Gordon

No comment

Cobb DOT-Wilson Collins

Old 41 Highway and Wren Circle are located within the existing right-of-way and will continue to be owned and maintained by Cobb County. If additional adjacent parcels are annexed into the City of Kennesaw, Cobb DOT will reevaluate ownership and maintenance responsibilities at that time.

No known drainage infrastructure has been identified by Cobb DOT within or adjacent to Parcel PIN: 20012600270. Any existing or proposed drainage infrastructure located within the parcel will become the responsibility of the City of Kennesaw upon annexation, transferring ownership and maintenance obligations accordingly.

Since Cobb DOT will retain ownership and maintenance responsibility for the existing right-of-way and no county-maintained drainage infrastructure is present, no infrastructure loss is anticipated at this time.

Cemetery Preservation Committee- Helga Hong

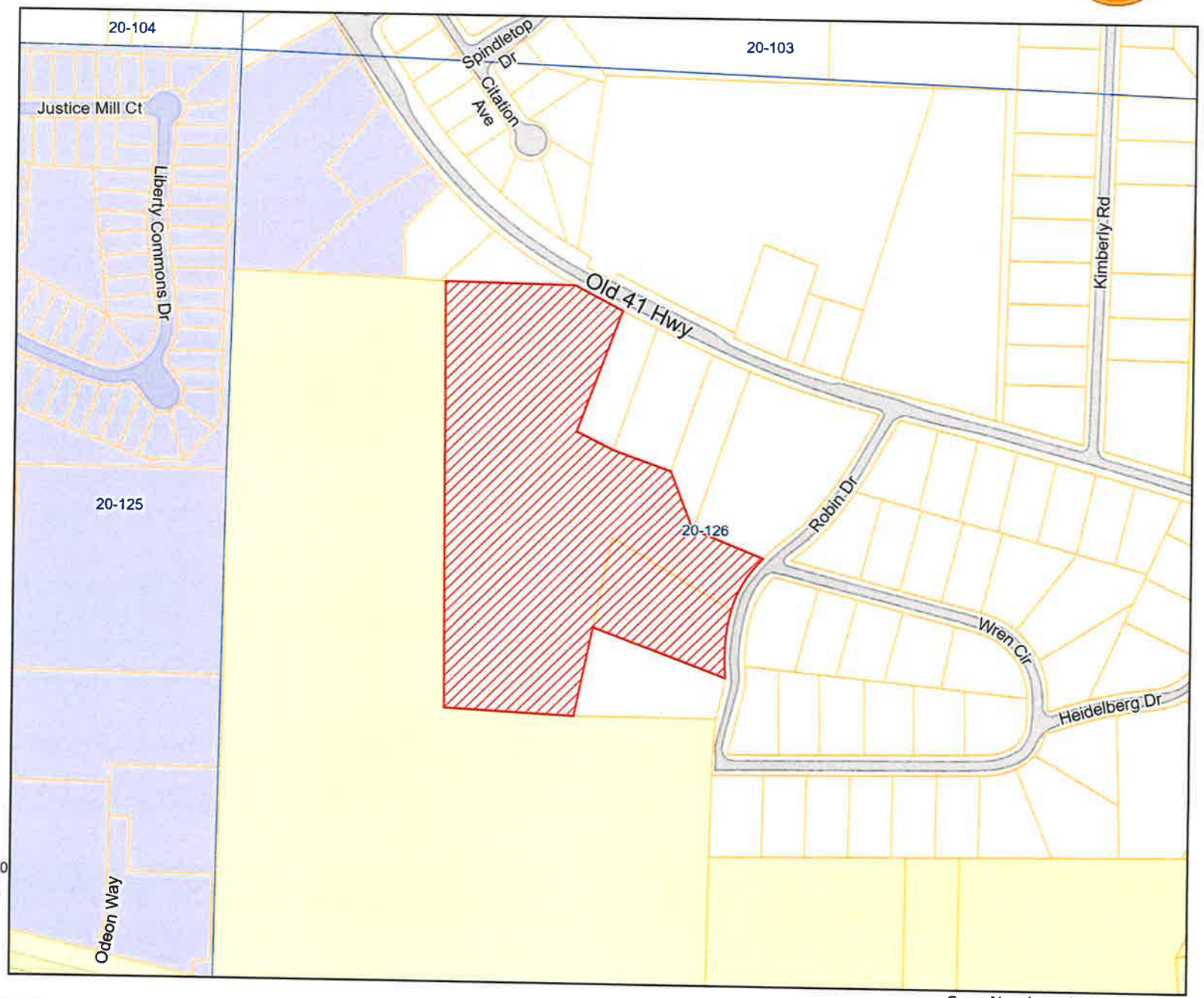
No comment

Annexation Location Map

June 2026

20th District
Land Lots: 126
Parcels: 20012600270
& 20012600260

Acreage: ≈ 12.08



Legend

- De/Annexations
- Acworth
- Austell
- Kennesaw
- Mableton
- Marietta
- Powder Springs
- Smyrna
- Unincorporated
- Parcels

N

0 100 200 400 600

Feet

Case Number: Ann_2026_008

MOORE INGRAM JOHNSON & STEELE, LLP

Attorneys at Law
326 Roswell Street, Suite 100
Marietta, Georgia 30060
[redacted]

July 10, 2026

RE: PLEASE TAKE NOTICE – NOTIFICATION OF NEARBY ANNEXATION/ZONING APPLICATION
Property: 3227 Old 41 Highway and 3137 Robin Drive, Kennesaw, Georgia 30144
Parcel ID Nos.: 20012600270 and 20012600260

To Whom It May Concern:

This correspondence is to formally notify you that the City of Kennesaw Planning and Zoning Department has received an Annexation/Rezoning Application for two parcels of land within two hundred (200) feet of your property. As a nearby property owner, you have the right to be informed of potential zoning changes.

The Application details are as follows:

Applicant:	Traton, LLC
Applicant's Representative:	J. Kevin Moore, Esq., Moore Ingram Johnson & Steele, LLP [redacted]
Property Address:	3227 Old 41 Highway and 3137 Robin Drive
Parcel Identification Numbers:	20012600270 and 20012600260
Description of Proposal:	Request to rezone from Cobb County zoning classification of R-20 (single-family residential) and Cobb County Neighborhood Shopping ("NS") to City of Kennesaw zoning classification of RA-6 (residential district) to develop a residential community consisting of single-family detached units

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

Planning Commission Meeting
Date: August 5, 2026
Time: 6:30 p.m.

Mayor and City Council Hearing
Date: August 17, 2026
Time: 6:30 p.m.

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

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

J. Kevin Moore
Attorneys for Applicant and Property Owners

Enclosures

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION

(Page 1 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Parcel ID 20012600270 Lot Size 12.216 (Overall) 10.653 (Strickland Tract)

Resident Population 1 Housing Units 1 Other Buildings 0

Zoning Request from:

Present Zoning R-20, NS (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 2026

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____
Notary

May 15, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Rosemary James Strickland (Phone#) [redacted]

Titleholder Address 3227 Old 41 Highway, N.W. Kennesaw, GA 30144 Email [redacted]

Signature: _____
Rosemary James Strickland

Signed, sealed and delivered in presence of: _____
Notary

April 9, 2026
Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

Z\P&Z FORMS\Applications 2025

Application Nos. AX2026-001
RZ2026-005

ANNEXATION/REZONING APPLICATION
(Page 2 of 2)
(Amended)

Date Received _____
Staff's Initials _____

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

Date of Consultation 04/01/2026 Staff's Initials _____

ANNEXATION PROPERTY ADDRESS 3137 Robin Drive

Parcel ID 20012600260 Lot Size 12.216 (Overall)
1.563 (Torres Tract)

Resident Population 4 Housing Units 1 Other Buildings 2

Zoning Request from:

Present Zoning R-20 (Cobb) To RA-6 (City)

For the purpose of Single-Family Detached Community

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Phone #) [redacted]

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

(Phone #) [redacted] Representative Email [redacted]

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY GA

TITLEHOLDER Victor Torres (Phone#) [redacted]

3137 Robin Drive
Titleholder Address Kennesaw, GA 30144 **Email** [redacted]

Signature: _____
Victor Torres

Signed, sealed and delivered in presence of: _____ 04/25, 2026
Notary

CILIA RODRIGUEZ BARTOW COUNTY, GEORGIA NOTARY PUBLIC MY COMMISSION EXPIRES FEBRUARY 08, 2030

CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX 2026-01	RZ 2026-05	COUNTY R-20, NS	RA-6
DX			
HBR			
SLUP			
ZV			

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

R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
CITY OF ACWORTH

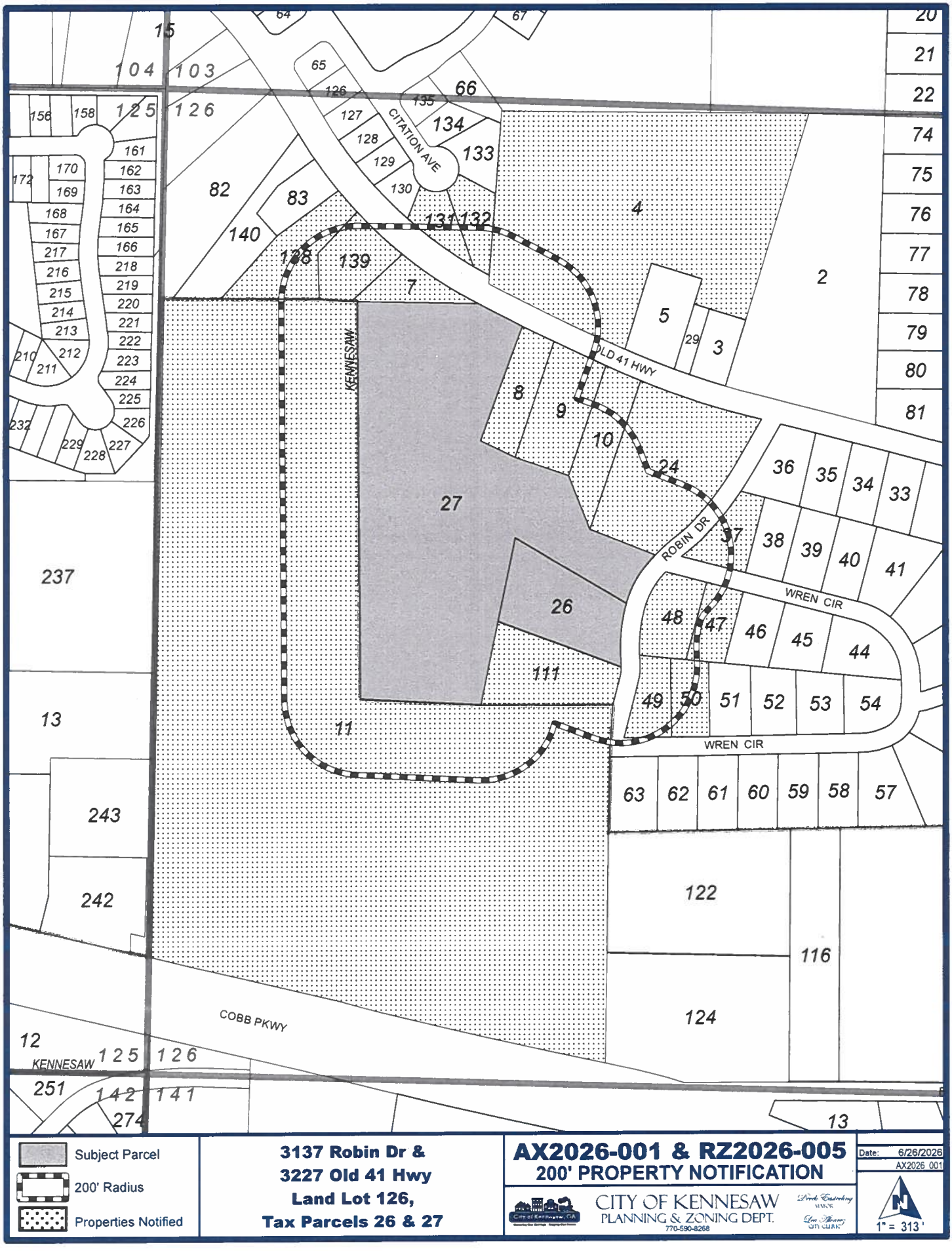
3137 Robin Dr & 3227 Old 41 Hwy
Land Lot 126, Tax Parcels 26 & 27

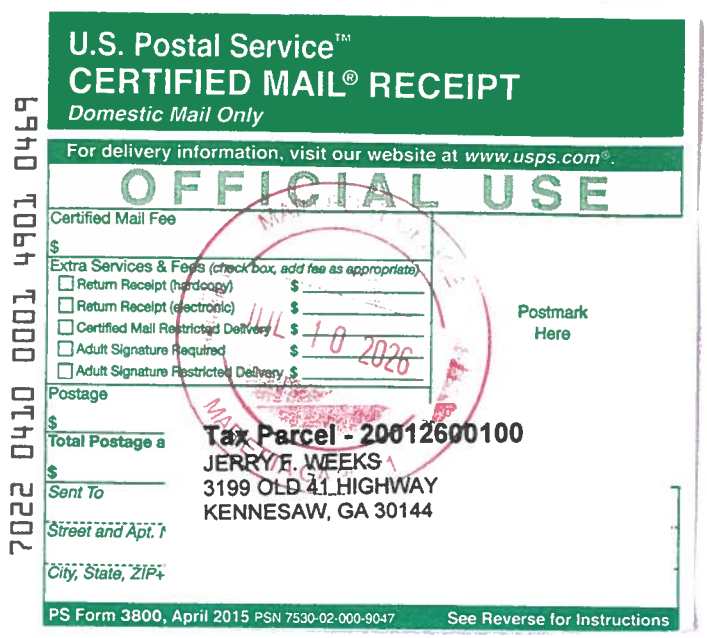
Subject Property

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

Mayor
City Clerk

Scale: 1" = 211'
Print Date: 6/26/2026
AX2026_001


CITATION AVE
OLD 41 HWY
KENNESAW
ROBIN DR
WREN CIR
WREN CIR
COBB PKWY
KENNESAW
Subject Parcel
200' Radius
Properties Notified
3137 Robin Dr &
3227 Old 41 Hwy
Land Lot 126,
Tax Parcels 26 & 27
AX2026-001 & RZ2026-005
200' PROPERTY NOTIFICATION
CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268
Date: 6/26/2026
AX2026_001
1" = 313'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JERRY F. WEEKS
3199 OLD 41 HIGHWAY
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions
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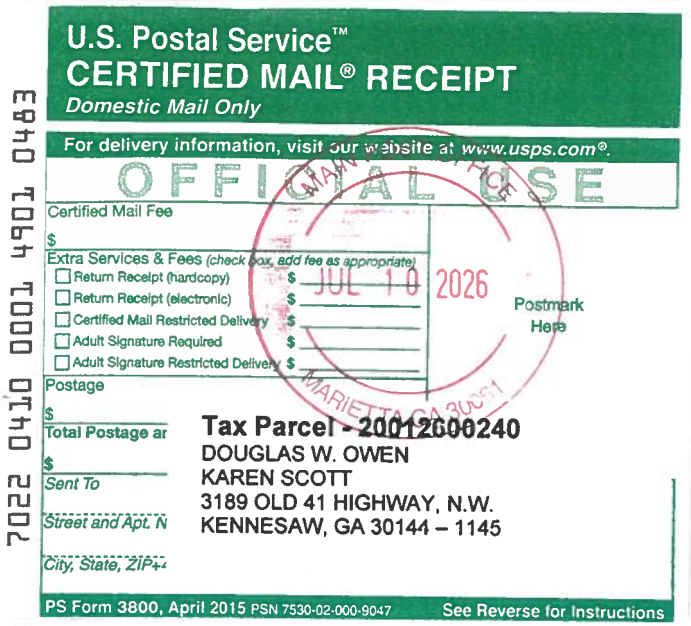
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DOUGLAS W. OWEN
KAREN SCOTT
3189 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144 – 1145
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3281 OAKCLIFF ROAD
DORAVILLE, GA 30340
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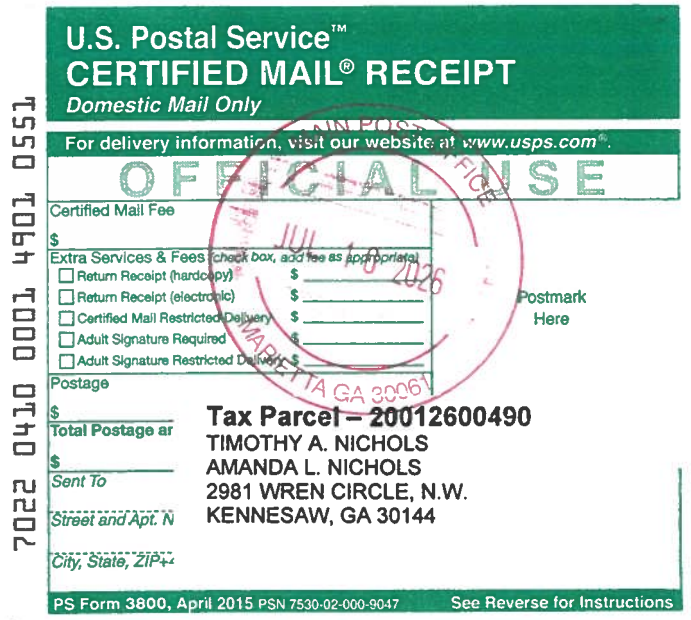
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TIMOTHY A. NICHOLS
AMANDA L. NICHOLS
2981 WREN CIRCLE, N.W.
KENNESAW, GA 30144
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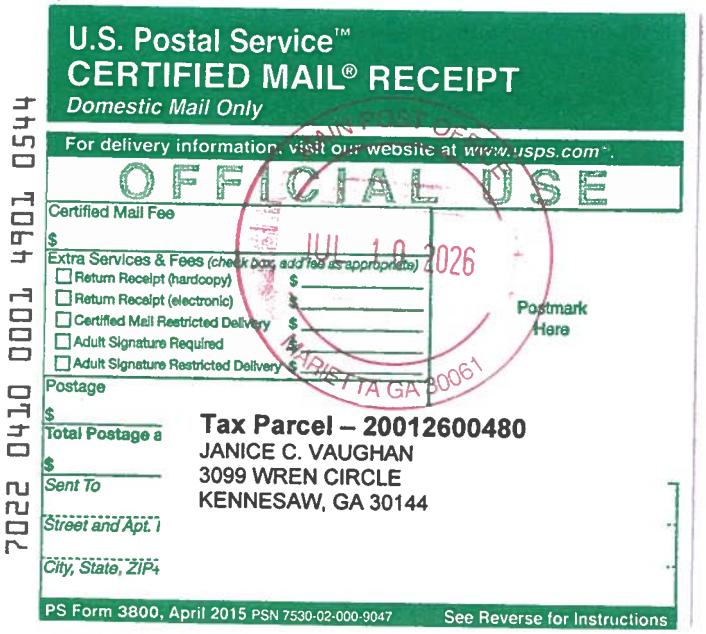
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JANICE C. VAUGHAN
3099 WREN CIRCLE
KENNESAW, GA 30144
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3091 WREN CIRCLE
KENNESAW, GA 30144-1135
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VICTOR TORRES
3137 ROBIN DRIVE
KENNESAW, GA 30144
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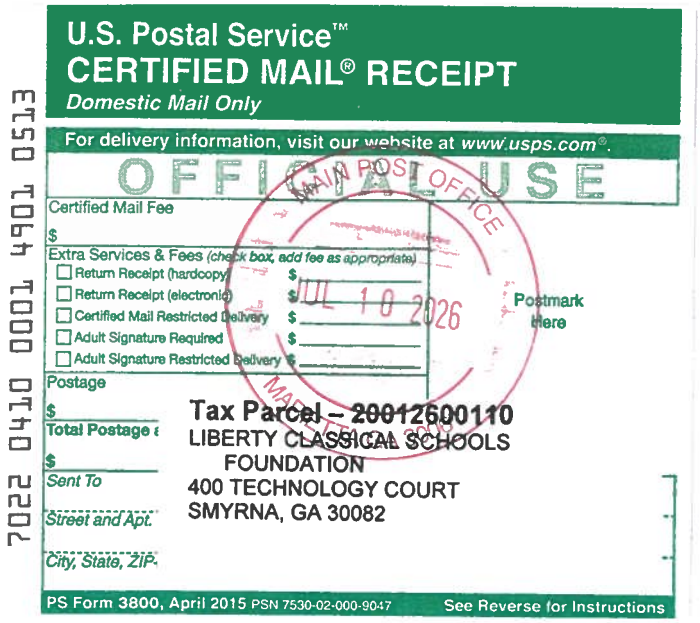
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SMYRNA, GA 30082
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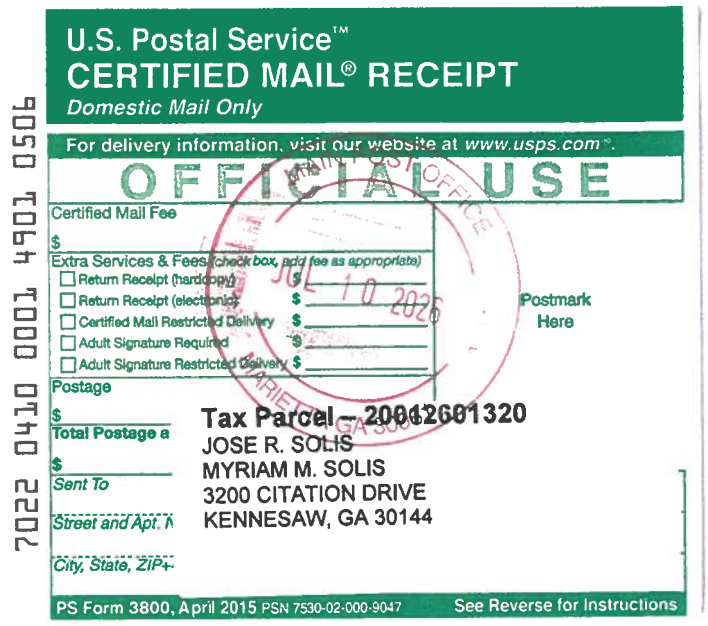
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JOSE R. SOLIS
MYRIAM M. SOLIS
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KENNESAW, GA 30144
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JOSIAH BENNETT HILL, JR.
PATRICIA ANN HILL
2993 WREN CIRCLE, N.W.
KENNESAW, GA 30144
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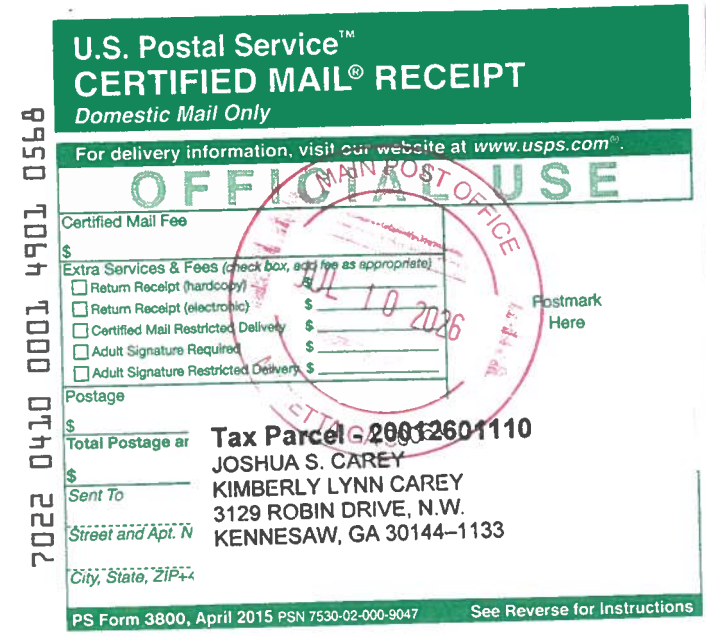
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Tax Parcel – 20012601110
JOSHUA S. CAREY
KIMBERLY LYNN CAREY
3129 ROBIN DRIVE, N.W.
KENNESAW, GA 30144–1133
PS Form 3800, April 2015 PSN 7530-02-000-9047
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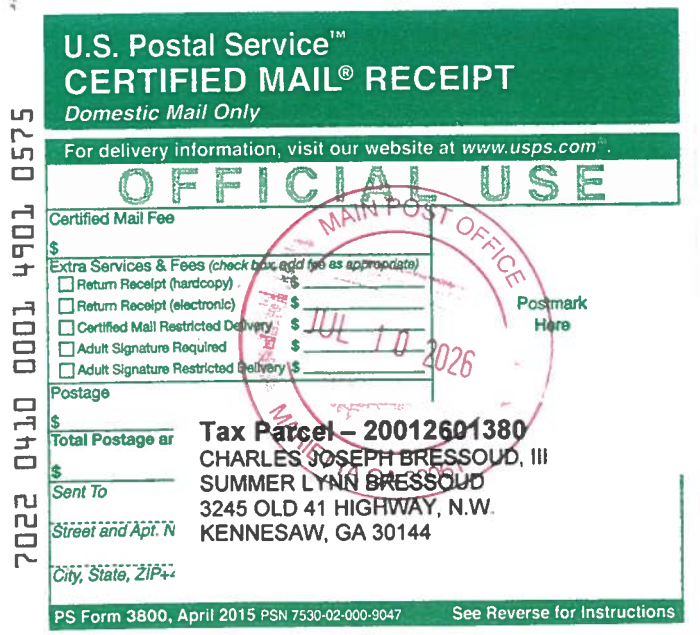
7022 0410 0001 4901 0568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CHARLES JOSEPH BRESSOUD, III
SUMMER LYNN BRESSOUD
3245 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
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Tax Parcel – 20012601390
FRANCYNE GARCIA TERRA MACEDO
3339 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0582

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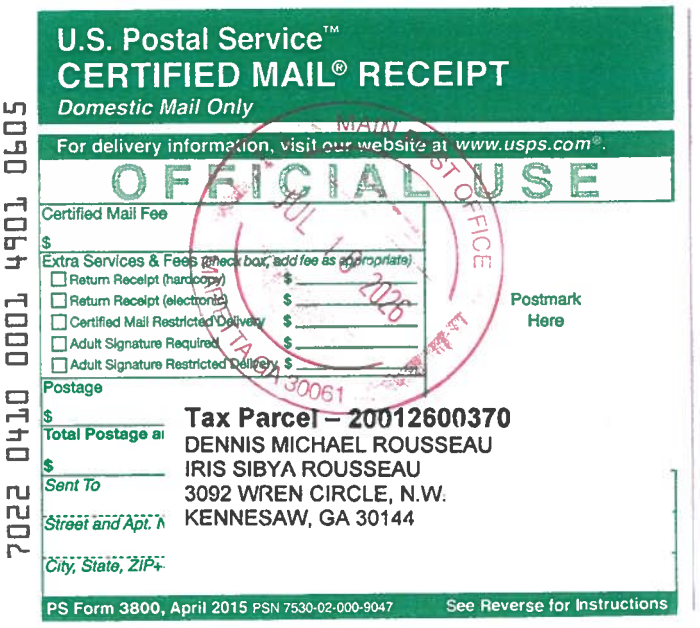
Extra Services & Fees (check box, add fee as appropriate)
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012601310
JENNIFER E. BROWN
KENNETH L. BROWN
3201 CITATION AVENUE
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0599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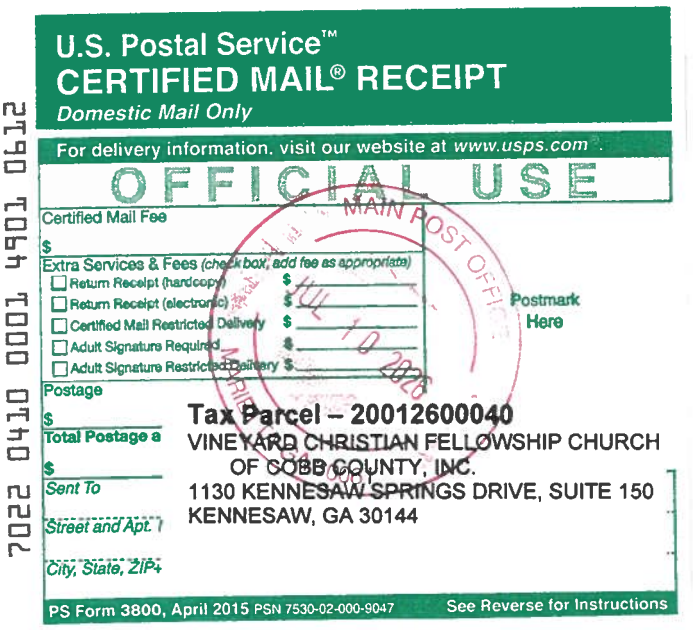
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
JUL 10 2026
Tax Parcel – 20012600370
DENNIS MICHAEL ROUSSEAU
IRIS SIBYA ROUSSEAU
3092 WREN CIRCLE, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0605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Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600040
VINEYARD CHRISTIAN FELLOWSHIP CHURCH
OF COBB COUNTY, INC.
1130 KENNESAW SPRINGS DRIVE, SUITE 150
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0612

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Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600080
BETTY L. CHAMBERS
3213 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144-1127
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0636

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Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600080
KRISTIN GOODRICH
3207 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions
7022 0410 0001 4901 0629

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012601310
JENNIFER E. BROWN
KENNETH L. BROWN
3201 CITATION AVENUE
KENNESAW, GA 30144

9590 9402 8958 4064 4650 50

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0599

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* K BROWN C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600500
JOSIAH BENNETT HILL, JR.
PATRICIA ANN HILL
2993 WREN CIRCLE, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4651 04

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0490

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600080
BETTY L. CHAMBERS
3213 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144–1127

9590 9402 8958 4064 4650 98

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0636

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20012600240
DOUGLAS W. OWEN
KAREN SCOTT
3189 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144 – 1145

9590 9402 8958 4064 4653 88

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0483

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Doug Owen C. Date of Delivery 7/30

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
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☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING #

9590 9402 8958 4064 4650 50

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United States Postal Service

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JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4650 74

First-Class Mail
Postage & Fees Paid
USPS
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United States Postal Service

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CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4650 88

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

United States Postal Service

RECEIVED
JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4653 86

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

United States Postal Service

RECEIVED
JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ-2026-05

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600070
NELSON LOPEZ
3281 OAKCLIFF ROAD
DORAVILLE, GA 30340

9590 9402 8958 4064 4653 71

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0476

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

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

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600090
KRISTIN GOODRICH
3207 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4650 81

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0629

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X K. Goodrich ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* K. Goodrich | C. Date of Delivery 7/15/26

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600080
TIMOTHY A. NICHOLS
AMANDA L. NICHOLS
2981 WREN CIRCLE, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4653 64

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0551

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Amanda Nichols | C. Date of Delivery 7/14/2026

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20012600100
JERRY F. WEEKS
3199 OLD 41 HIGHWAY
KENNESAW, GA 30144

9590 9402 7567 2098 2222 31

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0469

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* JERRY F. WEEKS | C. Date of Delivery 7/14/2026

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

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

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

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Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel – 20012601390
FRANCYNE GARCIA TERRA MACEDO
3339 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4650 43

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0582

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☑ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

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

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

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

USPS TRACKING #

9590 9402 8958 4014 4450 43

First-Class Mail
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USPS
Permit No. G-10

United States
Postal Service

RECEIVED
JUL 13 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel – 20012600470
VIRGINIA F. HOGARD
3091 WREN CIRCLE
KENNESAW, GA 30144-1135

9590 9402 8958 4064 4653 40

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0537

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* V. A. Hogard
C. Date of Delivery 7/15/26

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

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

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

Page 270 of 591

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel - 20012601110
JOSHUA S. CAREY
KIMBERLY LYNN CAREY
3129 ROBIN DRIVE, N.W.
KENNESAW, GA 30144–1133

9590 9402 8958 4064 4650 29

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0568

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Joshua Carey
C. Date of Delivery 07/15/2026

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

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

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

USPS TRACKING #

9590 9402 8958 4064 4653 40

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

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 17 2026
CITY OF KENNESAW

USPS TRACKING #

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

United States
Postal Service

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

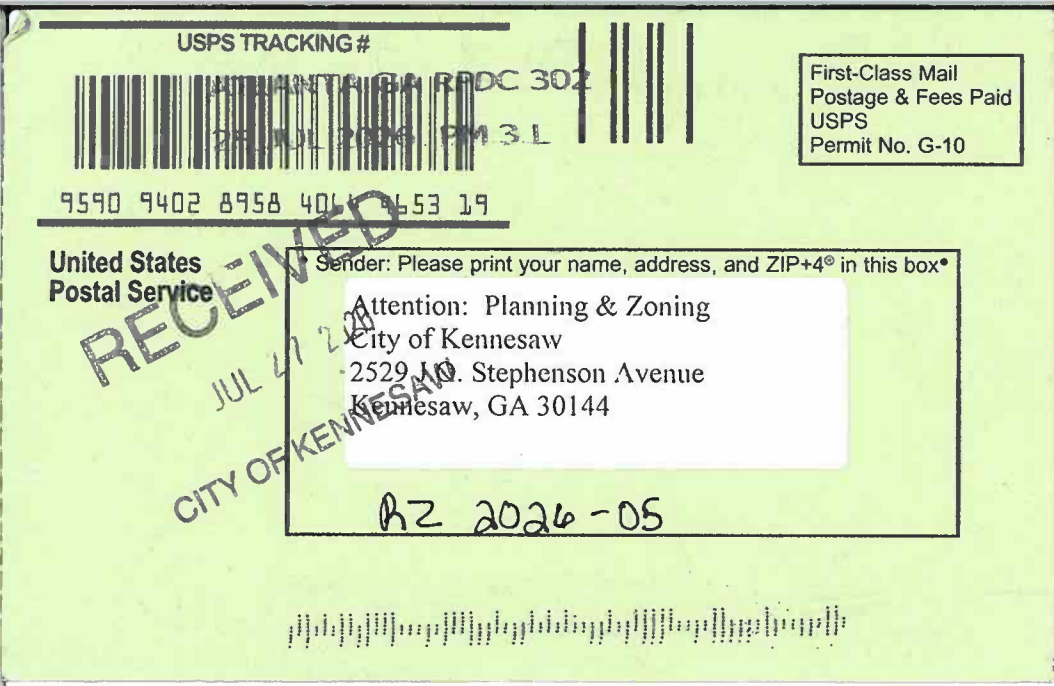
Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

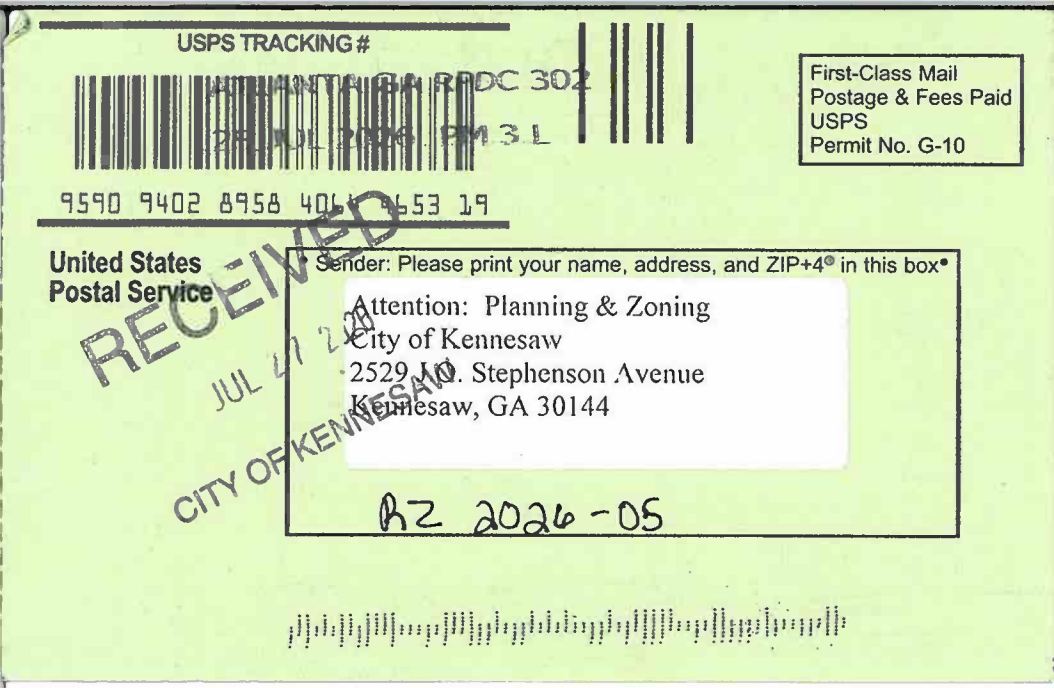
RZ 2026-05

ATLANTA GA RPDC 302
15 JUL 2026 PM 8 L

9590 9402 8958 4064 4650 29

RECEIVED
JUL 17 2026
CITY OF KENNESAW


USPS TRACKING #
9590 9402 8958 4014 6153 19
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
United States
Postal Service
RECEIVED
JUL 17 2026
CITY OF KENNESAW
Sender: Please print your name, address, and ZIP+4® in this box
Attention: Planning & Zoning
City of Kennesaw
2529 Jr. Stephenson Avenue
Kennesaw, GA 30144
RZ 2026-05


USPS TRACKING #
9590 9402 8958 4061 9653 19
First-Class Mail
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CITY OF KENNESAW
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City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
RZ 2026-05

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ORDER CONFIRMATION

Salesperson: KELLY HICKS — Printed at 07/15/26 09:22 by khick-tj

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CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 07/17/2026 — Stop: 07/17/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 3.03 Words: 200
Total LEG 3.03
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-4277 3227 OLD HWY 41
Descr Cont: MDJ-4277 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: 3227 OLD HWY 41
Created: khick 07/15/26 09:18
Last Changed: khick 07/15/26 09:22

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV, ns
Agency:

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AUTHORIZATION

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.

MDJ-4277
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for an annexation/rezoning request submitted by Traton, LLC. Said request is to annex/rezone the properties located at 3327 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County R-20, Single Family Residential and County Neighborhood Shopping (NS) to City RA-6, Residential District for the development of a single family detached community. The parcels lie in Land Lot 126, Tax Parcels 27 & 26 of the 20th District, 2nd Section, Cobb County Georgia.

Said meetings shall be held before the Planning Commission on August 5, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on August 17, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: https://www.kennesaw-ga.gov/publicmeetings/

7:17-2026

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # AX2026-01 / RZ2026-05

PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # ZV2026-03

PURPOSE Variance to reduce the minimum front setback for RA-6 from 40ft to 20ft

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

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PLANNING AND ZONING DEPARTMENT 770-590-8268

07.17.2026 09:55

CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # AX2026-01 / RZ2026-05
PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.
DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
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FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
CITY OF KENNESAW
LAND USE NOTICE
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DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM
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HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
07.17.2026 09:57

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # AX2026-01 / RZ2026-05

PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

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FOR FURTHER INFORMATION PLEASE CALL

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # ZV2026-03

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DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

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HTTP://WWW.KENNESAW.GA.GOV

FOR FURTHER INFORMATION PLEASE CALL

07.17.2026 09:53

Chanelle Campbell

From: KRISTIN BOLTON [redacted]
Sent: Monday, July 13, 2026 5:41 PM
To: Chanelle Campbell
Subject: Rezoning of 3227 Old 41 Hwy and 3137 Robin Drive

Date: July 13, 2026
To: The City of Kennesaw Planning Commission
Regarding: Public Hearing for 3227 Old 41 Hwy NW and 3137 Robin Drive (August 5, 2026)
Subject Property: 3227 Old 41 Hwy NW, and 3137 Robin Drive Kennesaw, GA 30144
Parcel IDs: 20012600270 & 20012600260

Honorable Commissioners,

I am writing as a nearby property owner to express my strong opposition to the proposed rezoning application to change Parcels 20012600270 and 20012600260 from R-20 to R-6. While I understand the inevitability of local infill development, the requested jump to a high-density R-6 classification would impose significant, direct negative externalities on neighboring single-family structures and the existing infrastructure of Old 41 Highway.

Specifically, I request that the Planning Commission recommend **DENIAL** of this application based on the following zoning metrics:

1. **Spot Zoning and Density Shock:** The request to jump from R-20 to R-6 represents an aggressive **333% density shock** that violates the established land-use fabric of this corridor. R-20 zoning acts as a critical low-density sponge for stormwater management and traffic mitigation along Old 41 Highway. Forcing an R-6 high-density subdivision into an area defined by large-lot R-20 metrics constitutes spot-zoning that serves only the developer's financial margin while degrading neighboring property values.
2. **The Setback Collapse:** Transitioning to R-6 allows the developer to legally collapse side setbacks down to a tight 5-to-7-foot margin and halve front setbacks. This extreme spatial reduction means a wall of multi-story structures will be built directly along our shared property lines, creating an immediate invasion of privacy, removing natural light, and choking out the native root systems of mature border trees.
3. **Incompatibility with the Future Land Use Map (FLUM):** The City's master plan sets clear expectations for character districts. Introducing an intensive R-6 footprint here breaks the low-density/suburban residential transition and compromises established neighborhood visual boundaries.
4. **Infrastructure Overburden on Old 41 Highway:** This corridor already faces critical peak-hour traffic pressure. Adding a high-density complex without a completed, independent Traffic Impact Study (TIS) compromises motorist and pedestrian safety.

If the Commission moves toward approval despite these severe conflicts, I formally request the attachment of the following binding stipulations to protect neighboring properties:

- **Setback Preservation:** No reduction of standard front, side, or rear zoning buffers.

- **Buffer Mandates:** A mandatory, developer-funded 30-foot undisturbed natural buffer paired with an 8-foot opaque structural privacy fence alongside adjacent single-family properties.
- **Lighting Mitigations:** Strict compliance with commercial "dark sky" standards to avoid security lighting bleeding into surrounding bedroom windows.

Thank you for your time, service, and diligence in protecting Kennesaw's neighborhood character.

Sincerely,

Kristin Goodrich
[redacted]**, Kennesaw, GA 30144**

[redacted]

Chanelle Campbell

From: Jim Musgrave [redacted]
Sent: Monday, July 13, 2026 7:00 PM
To: Chanelle Campbell
Cc: Debbie Musgrave
Subject: Opposition to Rezoning Application for two parcels at 3227 Old 41 Hwy NW and 3137 Robin Drive (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6

This email is to state opposition to a rezoning application.
I just read a post on the Nextdoor App about a High-Density Development Proposed for 3227 Old 41 Hwy NW and 3137 Robin Drive, Kennesaw, GA 30144. The post says "A developer has applied to rezone the two parcels at 3227 Old 41 Hwy NW and 3137 Robin Drive (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6."

Looking a map, for anyone who uses Old 41 near the Swift Cantrell Park, it is easy to see the unwanted congestion this high density development will cause. The congestion at times on Old 41 is bad enough now, adding more traffic for NOT ONLY THE ROAD, BUT ALSO Swift Cantrell Park. Both experience heavy use NOW.

FYI, Old 41 is often used by many to avoid the hellacious traffic on Cobb Pkwy. It offers an alternative route that many people use now to reach schools, doctors, shopping, etc.

Lastly, I cannot imagine the undesirable impact on adjacent housing residents. They bought with intent to have space/distance and privacy between their residence and neighbor per current zoning. The proposed rezoning destroys that vision of property ownership and will no doubt impact property values in a negative manner.

Please deny the rezoning application. Let’s protect our infrastructure, privacy, and property values.

Sincerely,
James F Musgrave
[redacted]
Kennesaw, GA 30144\
[redacted]

Chanelle Campbell

From: Dannielle Cortolano [redacted]
Sent: Monday, July 13, 2026 10:22 PM
To: Chanelle Campbell
Subject: No more rezoning for Large development in and around downtown Kennesaw

Hi,

I am writing to you as a concerned citizen who lives and pays taxes to live in Kennesaw. I grew up here and I love it here. But enough is enough with all these developments and no commerce coming.

It is hurting the people who live here and pay taxes here. We want to enjoy our community and be able to spend our money i our community to give back, but the city council the past 10 years has let everything slide when it comes to residential development over what the people of kennesaw want.

I promise you we don't want any more apartments or townhomes no one can afford or another monster neighborhood that again no one can afford.
How about for a change we worry about our neighbors that have to sit in this traffic as they commute to their homes or to get to work or the store or kids to school. It takes 3x as long to go five miles around here than it did 2 years ago.

Also let's talk about all the vacant houses and businesses. Before we start building more stuff and destroying nature.

There is a house across the street from me that was built 8 Mos and is empty... still for sale because it priced outrageously.

These are just my two cents, but I am tired of my community and my taxes going to shit with nothing to show for it.

Thank you

Dannielle Cortolano Smith

[redacted]

Chanelle Campbell

From: Alan Daugherty [redacted]
Sent: Monday, July 13, 2026 10:29 PM
To: Chanelle Campbell
Subject: Against rezoning Robin Drive to allow multi housing town home

I live on the corner lot [redacted] Kennesaw , Ga. 30144 . I oppose the rezoning of the property in question to allow the builder to build the town homes in this location and also City of Kennesaw to Annex this property . I don't have issue with single lot homes or a subdivision being build with single lot homes but town home or apartment style homes is not suitable for this location. My phone number is [redacted]. I plan on being at the August 5th. Meeting at the Kennesaw City Hall.

Chanelle Campbell

From: Susan Dollar [redacted]
Sent: Tuesday, July 14, 2026 8:47 AM
To: Chanelle Campbell
Subject: Rezoning

Ms Campbell,

I read a message last night that stated the property at the top of the hill in our neighborhood is possibly being rezoned. The address is 3137 Robin Drive. My family lives on Wren Circle. We have lived here since 1991. We LOVE our neighborhood! I must admit I do not understand all the terminology in a rezoning request. However, I do understand that putting more homes between Jiles Road and Nolan Road would be a huge detriment to this area. Already when existing our neighborhood from Robin Drive it is difficult to turn left onto Old 41. Oftentimes when we have our grandboys in the vehicle with us we will turn right and go way out of our way, just to feel safe. This area sits between 3 schools and a major park. The cluster that is being discussed to be rezoned, the one on Robin and 3227 Old 41 Hwy is really the only green space in this stretch of mile. PLEASE ENOUGH IS ENOUGH!!! I'm not sure how this could be stopped, but we do not need anything else built. We especially do not need traffic coming out onto Robin Drive, which would ultimately cause traffic on Wren Circle.

Thank you for your attention to this matter.
Susan Dollar

Chanelle Campbell

From: Floyd Peede [redacted]
Sent: Saturday, July 18, 2026 7:28 PM
To: Chanelle Campbell
Subject: NO to rezone (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6.

Dear Ms Campbell,

My name is Floyd Peede,
I own a home at:
[redacted]
Kennesaw, GA 30152.

I am opposed to the rezoning for these parcels (Parcel IDs 20012600270 and 20012600260) from R-20 to R-6.

Thank you,

Floyd Peede

A&R Engineering Inc.
2160 Kingston Court, Suite O
Marietta, GA 30067
Tel : (770) 690-9255 Fax : (770) 690-9210
www.areng.com

GEORGIA REGISTERED NO. 22518 PROFESSIONAL ENGINEER ABDUL KAREEM AMER

Memorandum

To: Valerie Aseff, Traton Homes
From: Abdul Amer, PE
Date: August 3, 2026
Subject: Trip Generation Memorandum for Res Dev at 3327 Old 41 Hwy NW, Kennesaw, GA 30144 | A&R Project No: 26-152

The purpose of this memorandum is to document the estimated trip generation for the proposed 35 lots single-family detached residential development that will be located at 3327 Old 41 Hwy NW, Kennesaw, GA. The development has one full access driveway on Old HWY NW.

The location of the proposed development is shown below.

Figure 1: Site Overlay

METHODOLOGY

Trip generation estimates for the project were based on the rates and equations published in the 12th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation referenced is based on the following ITE Land Use: *210* – Single Family Detached Housing.

Land Use: 210 – Single Family Detached Housing: A single-family detached housing site includes any single-family detached home on an individual lot.

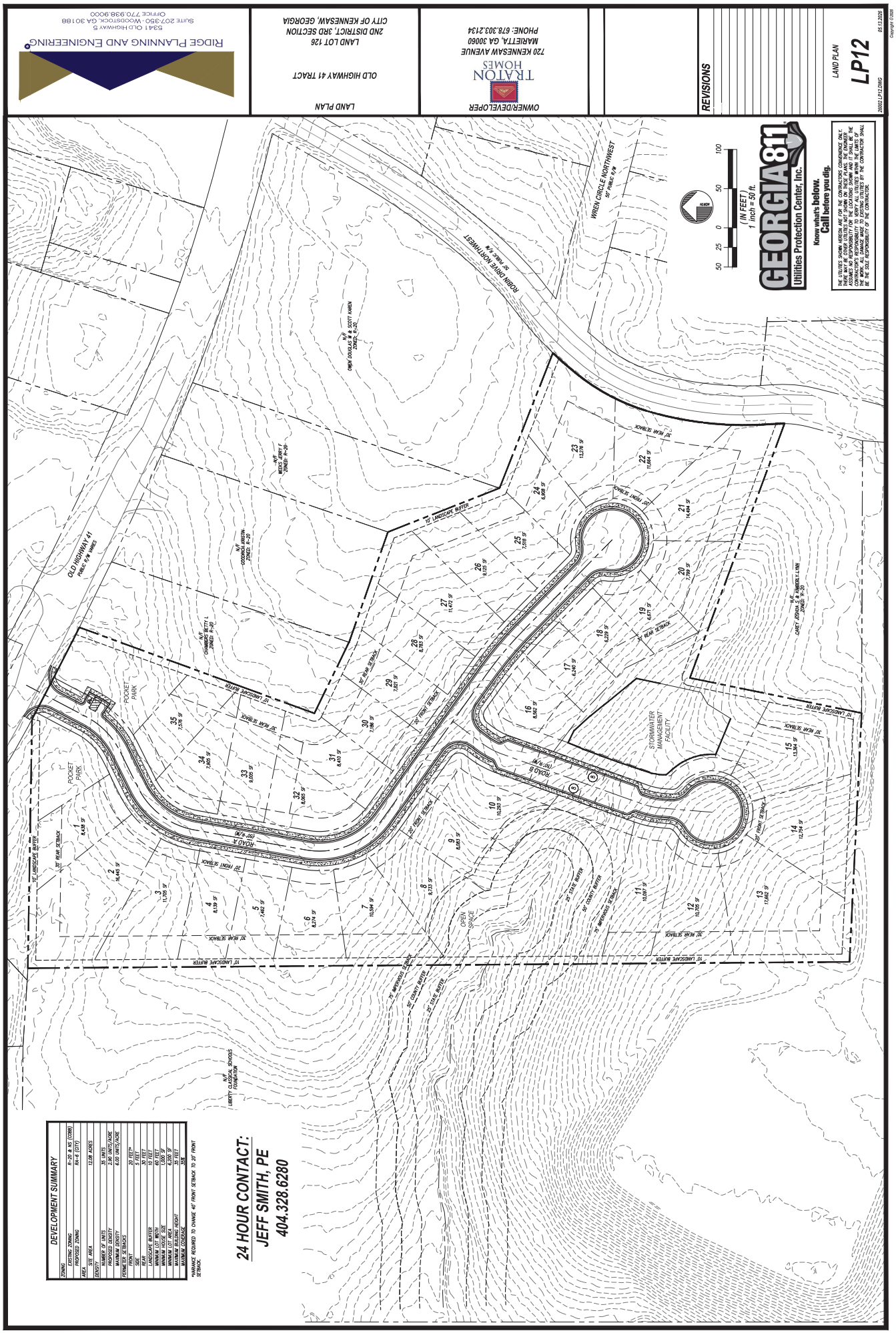
TRIP GENERATION

Trip Generation for the site plan is based on the rates and equations published in the 12th edition of the Institute of Transportation Engineers (ITE) Trip Generation report, is given below in Table 1.

TABLE 1 – TRIP GENERATION– SITE PLAN

Land Use	Size	AM Peak Hour			PM Peak Hour			24 Hour	
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
ITE 210 – Single Family Detached Housing	35	8	21	29	23	14	37	274	274

Based on trip generation rates published by ITE, the proposed residential development is projected to generate 8 entering and 21 exiting trips during the AM peak hour and 23 entering and 14 exiting trips during the PM peak hour, equating to less than one vehicle per minute entering or exiting the site.



RIDGE PLANNING AND ENGINEERING
5341 OLD HIGHWAY 5
SUITE 207-350 - WOODSTOCK, GA 30188
OFFICE 770.938.9000
LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA
OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134
REVISIONS
LAND PLAN
LP12
26002 LP12.DWG
05.13.2026
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GEORGIA 811
Utilities Protection Center, Inc.
Know what's below.
Call before you dig.
THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
50 25 0 50 100
(IN FEET)
1 inch = 50 ft.
ROBIN DRIVE NORTHWEST
50' PUBLIC R/W
WREN CIRCLE NORTHWEST
50' PUBLIC R/W
OLD HIGHWAY 41
PUBLIC R/W VARIES
POCKET PARK
POCKET PARK
STORMWATER MANAGEMENT FACILITY
OPEN SPACE
ROAD A
ROAD B
10' LANDSCAPE BUFFER
30' REAR SETBACK
20' FRONT SETBACK
25' STATE BUFFER
50' COUNTY BUFFER
75' IMPERVIOUS SETBACK
N/F OWEN DOUGLAS W & SCOTT KAREN ZONED: R-20
N/F WEEKS JERRY F ZONED: R-20
N/F GOODRICH KRISTIN ZONED: R-20
N/F CHAMBERS BETTY L ZONED: R-20
N/F CAREY JOSHUA S & KIMBERLY LYNN ZONED: R-20
N/F LIBERTY CLASSICAL SCHOOLS FOUNDATION
DEVELOPMENT SUMMARY
ZONING
EXISTING ZONING R-20 & NS (COBB)
PROPOSED ZONING RA-6 (CITY)
AREA
SITE AREA 12.08 ACRES
DENSITY
NUMBER OF UNITS 35 UNITS
PROPOSED DENSITY 2.90 UNITS/ACRE
MAXIMUM DENSITY 6.00 UNITS/ACRE
PERIMETER SETBACKS
FRONT 20 FEET*
SIDE 5 FEET
REAR 30 FEET
LANDSCAPE BUFFER 10 FEET
MINIMUM LOT WIDTH 60 FEET
MINIMUM HOUSE SIZE 1,000 SF
MINIMUM LOT AREA 6,200 SF
MAXIMUM BUILDING HEIGHT 35 FEET
MAXIMUM COVERAGE 35%
*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.
24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
August 5, 2026
6:30 PM

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1. Call to Order / Roll Call

Chairman Bodenhamer called the meeting to order at 6:30 p.m.
Roll Call: Trey Bodenhamer, Rebecca Patterson, Carolyn Greenall, Robert Trim, Douglas Butler
Absent: Todd Vande Zande
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), Priscilla Coley (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Gregory Miller (Applicant), Kevin Moore (Attorney, Traton Representative), Jose Solis, Jerry Weeks, Helen Daugherty, Mary Kelly, Myriam Solis, James Baughman, Patricia White, Lisa Leavell, and Alan Daugherty

2. Announcements

A. All interested parties may attend the meeting at the City Hall Council Chambers. For those unable to attend in person, the meeting may be accessed using the following link: https://www.kennesaw-ga.gov/publicmeetings/. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.

B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: https://arcg.is/1q1ubX0.

C. New business items on this agenda will be heard by the Mayor and Council on August 17, 2026

3. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: June 3, 2026

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

4. New Business

A. **LU2026-04** - Consideration of approval of a land use request submitted by Gregory Miller for the property located at 3786 North Hampton Drive (20009000170). Said request is to obtain a home occupation business license to operate a home embroidery business. Property is zoned R-15, Single Family Residential, consists of 0.48 +/- acres and lies in Land Lot 90, Tax Parcel 17.

Chairman Bodenhamer called for a motion
Motion by Commissioner Trim to approve with the following conditions:
1. The land use permit is limited to, exclusive for and only valid for the current applicant and the life of this particular business and use, and it is not transferable. Any changes would require additional review and approval.
2. There shall be no clients, customers or employees at this location. Nor shall there be any evidence of a home based business visible from the public right-of-way including no signs and no more than one commercial vehicle dedicated to this business.
3. No activity on the property shall produce noise, vibration, odors, fumes, smoke, dust, or other emissions that are reasonably likely to create a nuisance or materially impact the health, safety, comfort, or welfare of occupants of surrounding properties.
4.The land use permit is valid for 24-months starting from the date of approval.
Seconded by Commissioner Greenall
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

B. **AX2026-01** - Consideration to annex property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and County R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 26 and 27.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

C. **RZ2026-05** - Consideration to rezone property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion by Commissioner Butler to approve with the following conditions:
1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.

2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/elevations submitted with the application. Exterior materials shall consist of high quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.
7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken. Commissioner Patterson, Commissioner Trim, and Commissioner Butler voted in favor. Commissioner Greenall voted against. 3-1. Motion carried.

D. **ZV2026-03** - Consideration for approval of a variance application submitted by

Traton, LLC for the properties located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260). Said request is to reduce the minimum front setback required for RA-6, Residential district from forty (40) feet to twenty (20) feet. Property consists of 12.216 +/- acres and lies in Land Lot 26, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

5. Staff Comment

6. Adjourn

Chairman Bodenhamer called for a motion to adjourn
Motion to adjourn by Commissioner Butler
Seconded by Commissioner Greenall
Chairman Bodenhamer adjourned the meeting at 8:09 p.m.

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: August 10, 2026

TITLE: **Zoning Variance: 3227 Old 41 Highway & 3137 Robin Drive**
Consideration for approval of a variance application submitted by Traton, LLC for the properties located at 3227 Old 41 Highway & 3137 Robin Drive (Parcel # 20012600270 & 20012600260). Case# ZV2026-03

Summary:
Said request is to vary from the minimum front setback requirement for RA-6, Residential District as outlined in Section 2.01.03.10 that requires a forty (40) foot front yard setback. The parcel consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 27 & 26. The public hearing was advertised in the Marietta Daily Journal on July 17, 2026, and public notice has been posted onsite. During the August 5, 2026, meeting, the Planning Commission unanimously recommended approval of the Variance application.

Recommendation:
Planning and Zoning recommends approval of the Variance.

Fiscal Impact:

Attachments:
1. RZ2026-05 & ZV2026-03_3227 Old 41 Hwy & 3137 Robin Dr_Staff Analysis
2. ZV2026-03_3227 Old 41 Hwy & 3137 Robin Drive_Variance Application Packet
3. 08-05-26 Planning Commission Action Minutes

PLANNING AND ZONING DIRECTOR
CHANELLE CAMPBELL

ASSISTANT ZONING ADMINISTRATOR/PLANNER
PRISCILLA COLEY

CONTACT US

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

COMMUNITY DEVELOPMENT
Planning and Zoning

2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

MAYOR AND COUNCIL
AUGUST 17, 2026

PLANNING COMMISSION
AUGUST 5, 2026

LEGAL ADVERTISEMENTS
JULY 17, 2026

PUBLIC NOTICE SIGN
JULY 17, 2026

APPLICATION SUBMITTED
JUNE 25, 2026

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

Property Addresses
3227 Old 41 Hwy & 3137 Robin Drive

Applicant
Traton, LLC

Representative
J. Kevin Moore - Moore, Ingram, Johnson & Steele, LLP

Property Owners
Rosemary James Strickland & Victor Torres

Current Zoning
County R-20, Single Family & County Neighborhood Shopping (NS)

Future Land Use Category
County Low Density Residential

Project Request: Annex and rezone property from County R-20, Single Family and NS, Neighborhood Shopping to City RA-6 , Residential district for the construction of subdivision consisting of 35 single family detached units.

Aerial view of subject property

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: Yes
Historic District: No
Cemetery: No **Floodplain:** No **Stream:** Yes
Parcel ID #: 20012600270 & 20012600260
Land Lot #: 126 **Tax Parcel #:** 27 & 26
Land Area: 12.216+/-

RECOMMENDATION

Staff Recommendation:
Approval with conditions of the annexation/ rezoning and **approval** of the variance request.

ADJACENT PROPERTY DETAILS

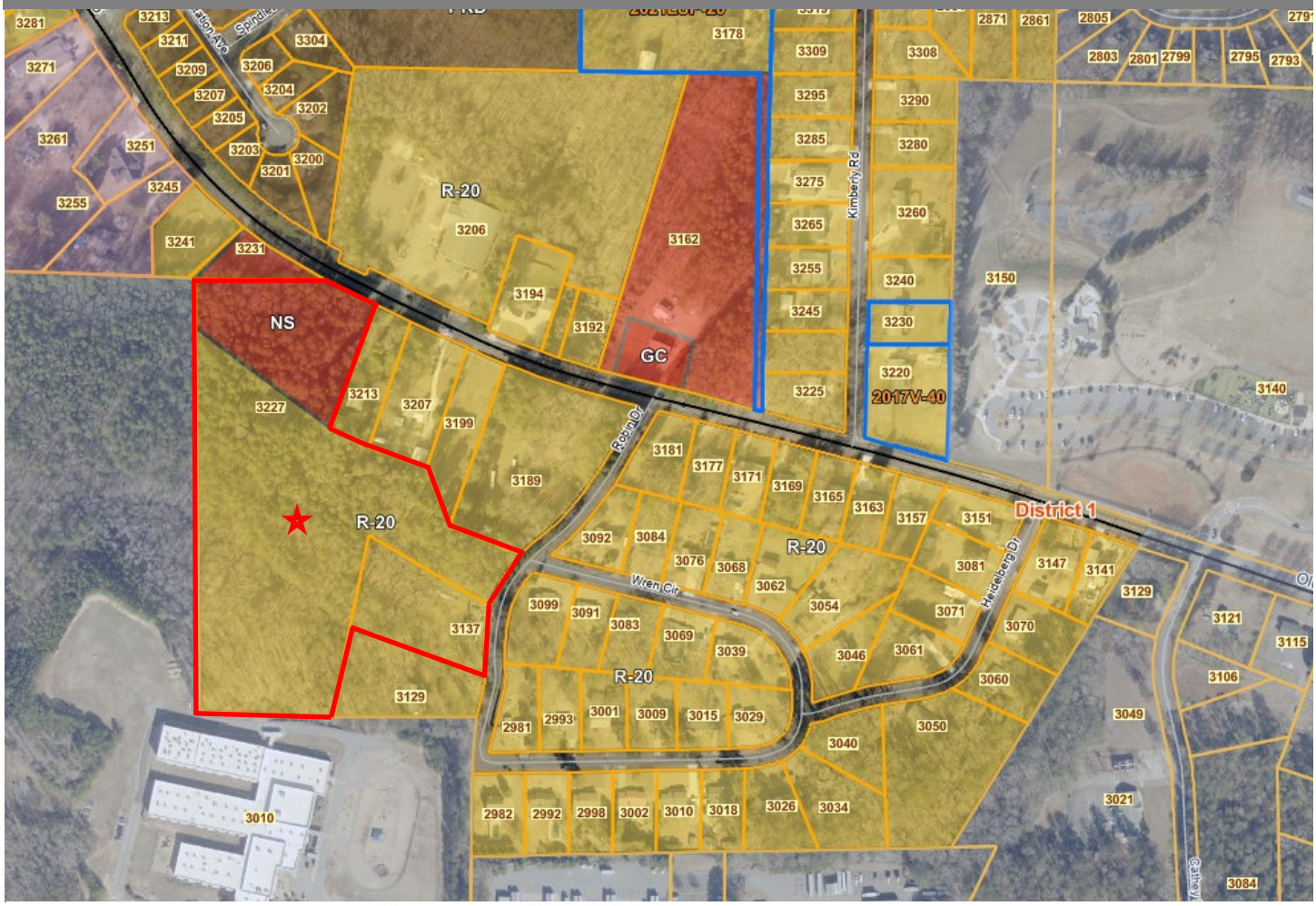
Surrounding Zoning Dist. and Future Land Use

North: Old 41 Hwy
Zoning: County R-20, Single Family Residential
Future Land Use: County Low Density Residential
South: No Street
Zoning: OI, Office/Institutional
Future Land Use: Public Service/Institutional (PI)
East: Robin Drive
Zoning: County R-20, Single Family Residential
Future Land Use: County Low Density Residential
West: No Street
Zoning: OI, Office/Institutional
Future Land Use: Public Service/Institutional (PI)

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY ZONING MAP



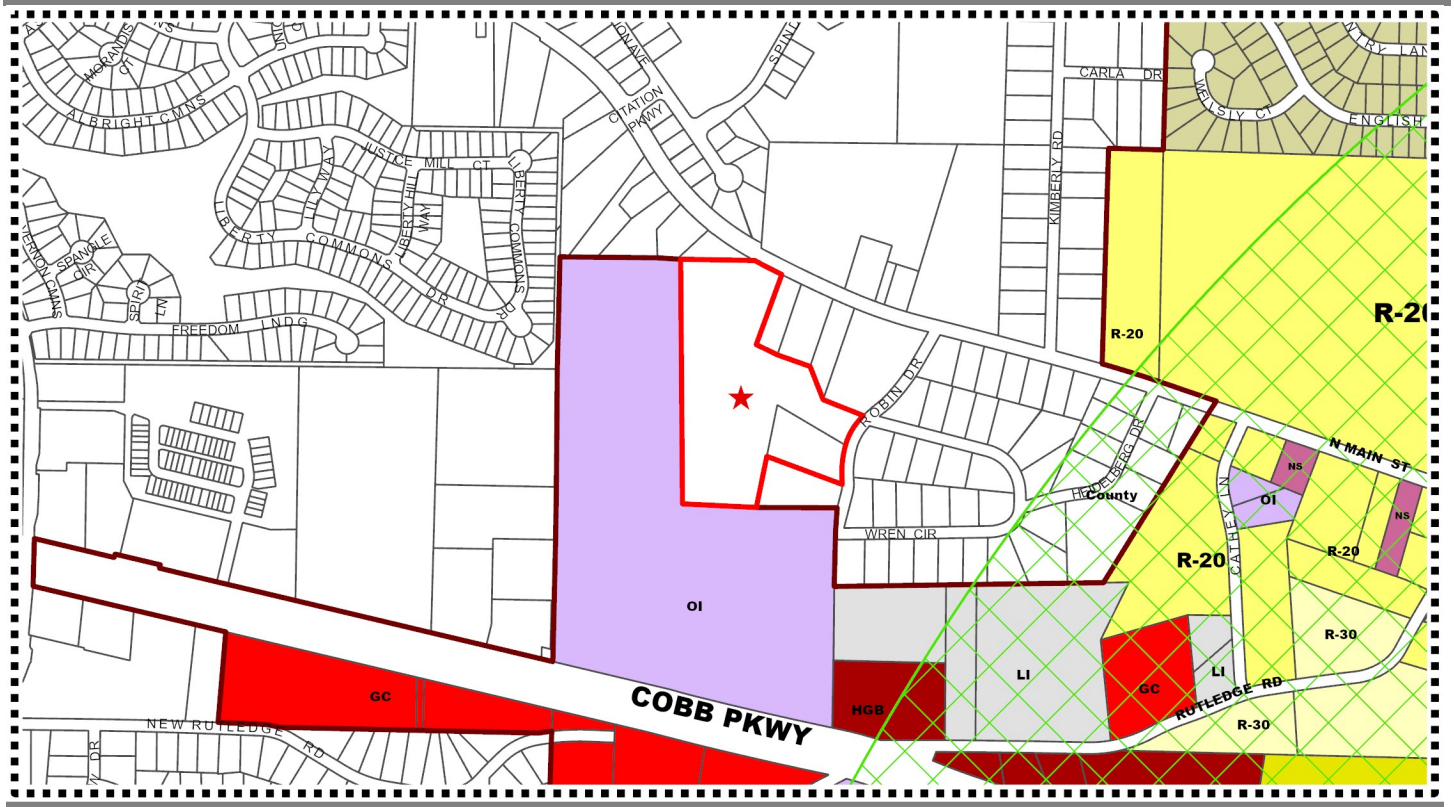
LOCATION:

The combined 12.216+/- acre tract is located off Old 41 Highway and Robin Drive and currently lies within unincorporated Cobb County. The surrounding area includes a mix of residential uses with limited commercial activity. To the east and north, the adjacent properties consist of various residential zoning classifications, including County R-20, Single Family Residential, and PRD, Planned Residential Development, characterized by single family detached homes. To the west and south, the property is bordered by a City zoned Office Institutional (OI) district, occupied by Northwest Classical Academy, a public charter school serving students in grades K–12.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

ZONING MAP



LEGEND

Zoning Districts

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

Form Based Code

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

Zoning Overlays

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

The subject parcels are located in unincorporated Cobb County and are bordered to the south and west by City zoned parcels designated Office Institutional (OI). The parcels adjacent to the subject property to the north and east are also outside the City limits and are zoned County Neighborhood Shopping (NS) and R-20, Single Family Residential, creating a transition between City zoned institutional uses and County zoned commercial and residential districts.

Both subject properties are developed with older single-family homes. The property located at 3227 Old 41 Highway contains an approximately 1,874 sq. ft. single family dwelling constructed in 1964 on roughly 10.97 +/- acres, while the property located at 3137 Robin Drive is accessed from Robin Drive and includes an approximately 1,280 sq. ft. ranch-style dwelling built in 1955.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

2022 COMPREHENSIVE PLAN UPDATE - CITY OF KENNESAW

Kennesaw Areas

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

AREA DESIGNATION

COBB PARKWAY CORRIDOR

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

SWIFT- CANTRELL PARK AREA

This area is defined by its proximity to Swift-Cantrell Park. Creating neighborhood-friendly retail and services that complement the park with future residential housing is the goal of this area. Future development in this area should be developed in a way that incorporates and promotes both motorized and non motorized access to the park. The recent investments within the park will spur redevelopment of this character area.

AREA DESIGNATION ANALYSIS

The subject parcels are located near both the Cobb Parkway Commercial Corridor and the Swift-Cantrell Park area. Although Cobb Parkway is designed to accommodate higher-intensity commercial uses along the corridor, the parcels in question function more closely as part of the Swift-Cantrell transition area due to their proximity to the park and surrounding residential neighborhoods.

This transition area is intended to support neighborhood-serving retail and service uses that complement Swift-Cantrell Park while also accommodating future residential development. The long-term vision for this area includes creating a walkable and connected environment that provides both motorized and non-motorized access to the park, enhancing overall connectivity and improving access for residents and visitors.

Future development within this area should include a variety of housing options rooted in single-family residential concepts to maintain consistency with nearby neighborhoods. Any infill development should be designed to ensure compatibility with existing homes and adjacent businesses. Architectural styles should be comparable to those found in the surrounding area to reinforce community character and maintain a cohesive development pattern.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY FUTURE LAND USE MAP

FUTURE LAND USE LEGEND

RR	Rural Residential
VLDR	Very Low Density Residential
LDR	Low Density Residential
MDR	Medium Density Residential
HDR	High Density Residential
NAC	Neighborhood Activity Center
CAC	Community Activity Center
RAC	Regional Activity Center (Note: Sub-Categories)
IC	Industrial Compatible
IND	Industrial
PIA	Priority Industrial Area
TCU	Transportation/Communication/Utilities
PRC	Park/Recreation/Conservation
PI	Public Institutional

The Future Land Use Map does not categorize any land as Undeveloped or Agriculture/Forestry; development is anticipated throughout the county.

LOCATION:

The parcels are located in unincorporated Cobb County and carry a Future Land Use (FLU) designation of Low Density Residential (LDR). According to the Cobb County Comprehensive Plan, the LDR category identifies areas appropriate for low-density housing between one (1) and two and one-half (2.5) dwelling units per acre, with the option for non-supportive senior living housing to reach up to five (5) dwelling units per acre under specific circumstances. Allowable residential density is influenced by factors such as product type and mix, building height, tract size, topography, and overall compatibility with adjacent residential uses.

Under the HB 489 Intergovernmental Agreement between the City and Cobb County, any annexation and rezoning of County parcels with an LDR future land use designation into the City limits is subject to a maximum allowable density of 3 dwelling units per acre (DUA). This density cap ensures compatibility with surrounding County zoned neighborhoods while allowing the City to provide urban-level services and maintain consistent development patterns along jurisdictional boundaries.

Together, these parcels form a large, contiguous tract that establishes a strong foundation for the future development of a single-family subdivision. Their size, configuration, and existing residential character make them well- suited for a coordinated subdivision layout and compatible density transitions between County and City zoning districts.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

COBB COUNTY SCHOOL DISTRICT

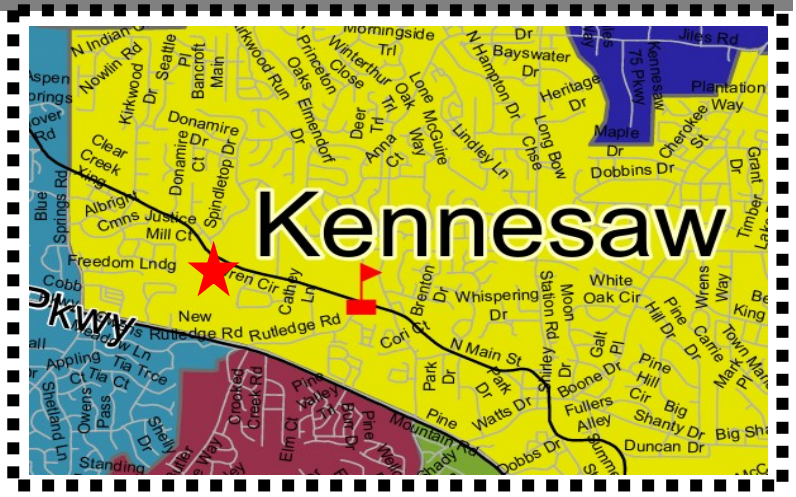
ELEMENTARY SCHOOL

School Name
Kennesaw Elementary School

Distance to School
1.1 miles

School Population
606 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP



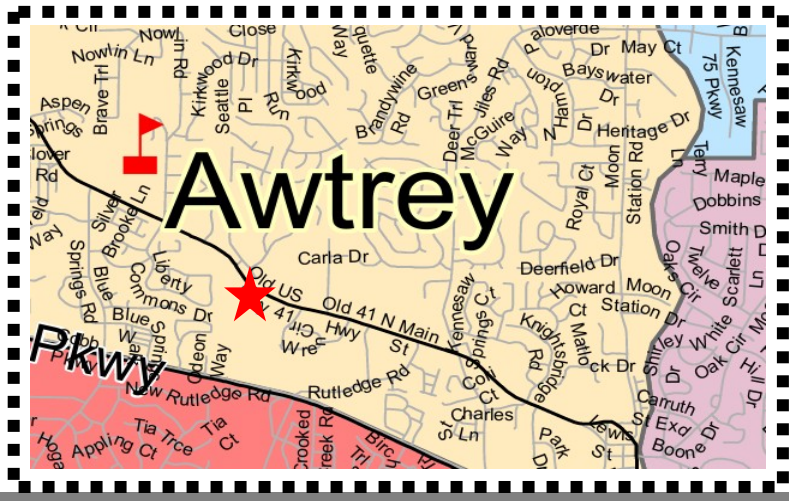
MIDDLE SCHOOL

School Name
Awtrey Middle School

Distance to School
0.9 miles

School Population
580 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP



HIGH SCHOOL

School Name
North Cobb High School

Distance to School
0.7 miles

School Population
2332 +/- (Enrollment Count as of March 2026)

ATTENDANCE ZONE MAP

★ = Proposed project location

Source: Georgia Department of Education

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

EXISTING SITE CONDITIONS - 3227 OLD 41 HWY

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

EXISTING SITE CONDITIONS - 3137 ROBIN DRIVE

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

DESCRIPTION OF ZONING REQUEST: **ANNEXATION/REZONING AND VARIANCE**

This is a annexation/rezoning and concurrent variance request submitted for 3227 Old 41 Hwy and 3137 Robin Drive.

REZONING:

The applicant seeks to annex the parcels into city limits and change the zoning designation from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential consisting of 35 single family dwelling units.

VARIANCE:

Request to reduce the front setback from forty (40) feet to twenty (20) feet as required by section 2.01.03.10 of the Unified Development Code (UDC).

PROJECT INTENT

The applicant is requesting to annex and rezone the property to city RA-6, Single Family district.

- Number of Units: 35 units (2.90 units/acres)
- Maximum Density: 6 units/acres
- Setbacks:
  - Front: 20 feet
  - Side: 5 feet
  - Rear: 30 feet
- Maximum Building height: 35 feet

PROPERTY DETAILS

1. **Address: 3227 Old 41 Hwy**
   Parcel ID#: 20012600270
   Total Land Acres: 10.653 +/- acres
   Property Owner: Strickland Rosemary James
   Cemeteries, Architectural, Archeological landmarks: Not apparent on this property
   State Water: Yes

2. **Address: 3137 Robin Dr**
   Parcel ID#: 20012600260
   Total Land Acres: 1.563 +/- acres
   Property Owner: Torres Victor
   Cemeteries, Architectural, Archeological landmarks: Not apparent on this property
   State Water: No

UNIFIED DEVELOPMENT CODE

Section 2.01.03.10 - Lot size, setback and building height requirements for developments within the RA-6 Residential district.

The RA-6 district is established to provide locations for the development of affordable single-family detached or attached residential dwelling units including the combination of duplexes, triplexes, and quadraplexes, with access to both public water and sewerage for medium to high density residential classifications as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time.

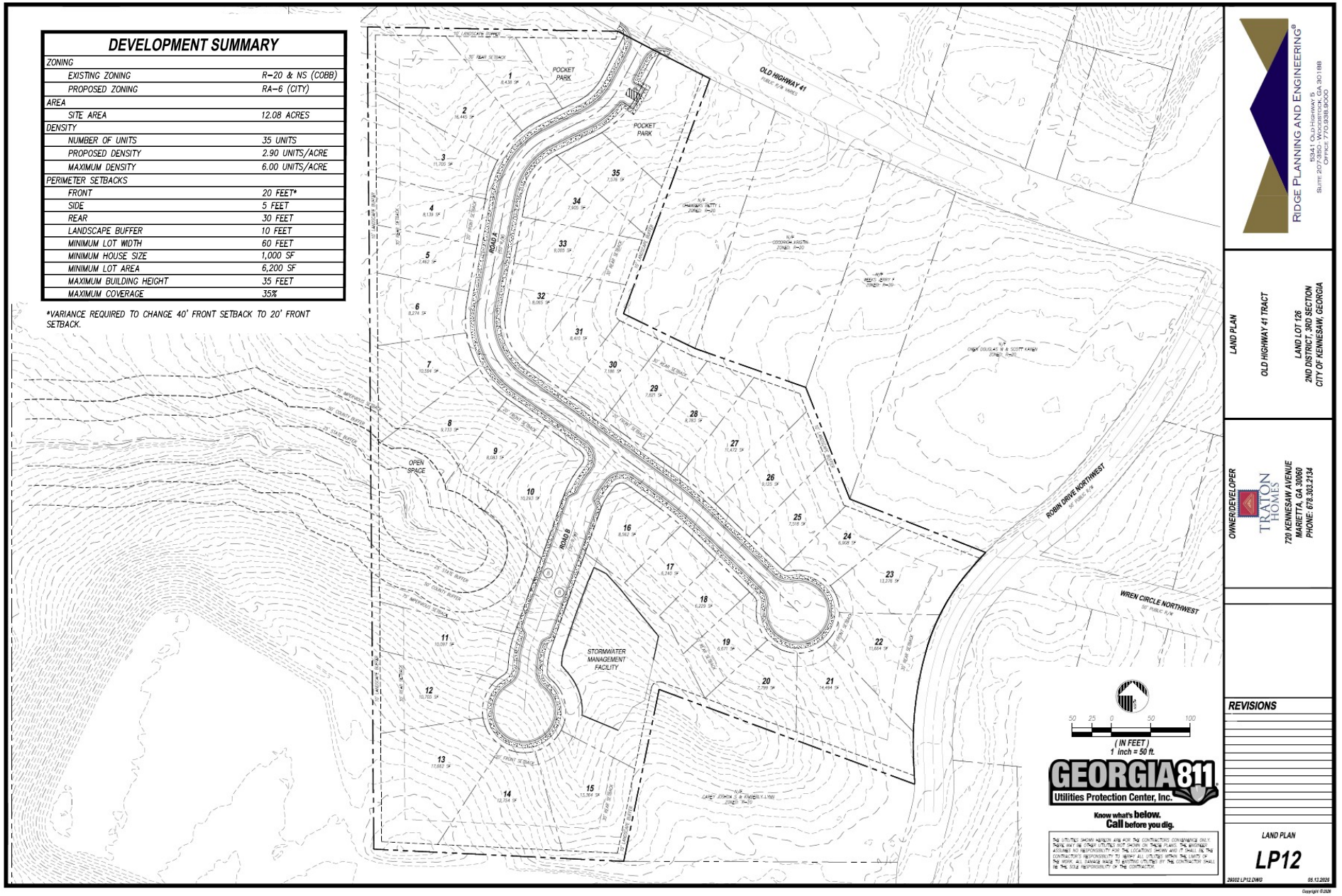
Minimum lot size	6,200 sq. ft.
Minimum acreage required	80,000 sq. ft.
Maximum acreage required	20 acres
Maximum Density	6 units per acre
Minimum floor area	1,000 sq. ft
Minimum lot width at front setback line	60 ft; cul-de-sac, 60
Minimum public road frontage	70 feet; cul-de-sac, 35 feet; 50 feet minimum public road frontage if interior to development
Maximum cover	35%
Maximum building height	35 ft
Minimum building setback	(a) Front yard as measured from arterial: 50 feet. (b) Front yard as measured from local: 40 feet. (c) Side yard (aka minor side yard): 10 feet (if not interior portion of development); 5 feet (if interior portion of development). (d) Rear yard: 30 feet (if not interior portion of development); 30 feet (if interior portion of development). (e) Major side: 25 feet

PROPOSED SITE PLAN

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.



PROPOSED SITE PLAN

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

PROPOSED ELEVATIONS & RENDERINGS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

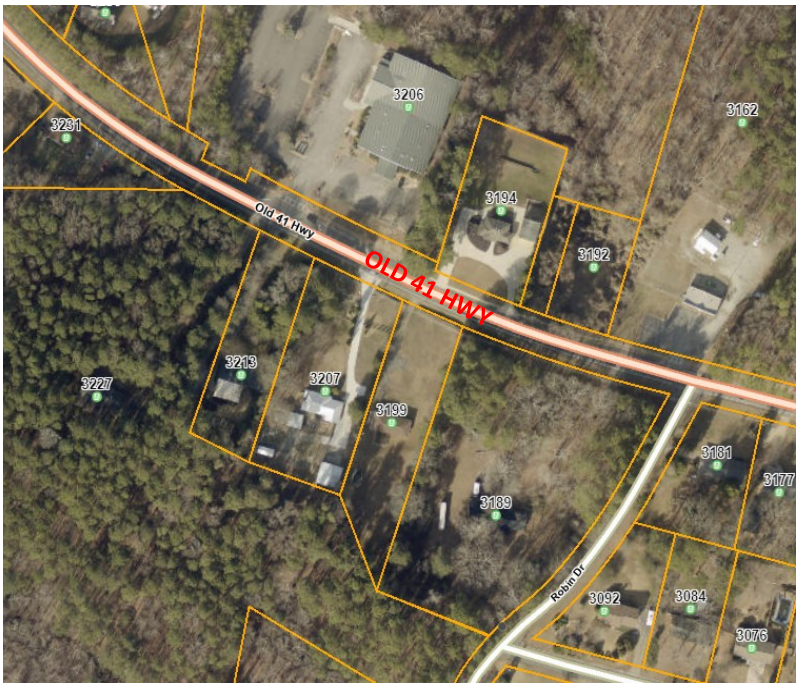
PROPOSED ELEVATIONS & RENDERINGS

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

TRANSPORTATION DATA:

AERIAL OF ROAD #1	ROAD #1



Roadway Name
Old 41 Hwy

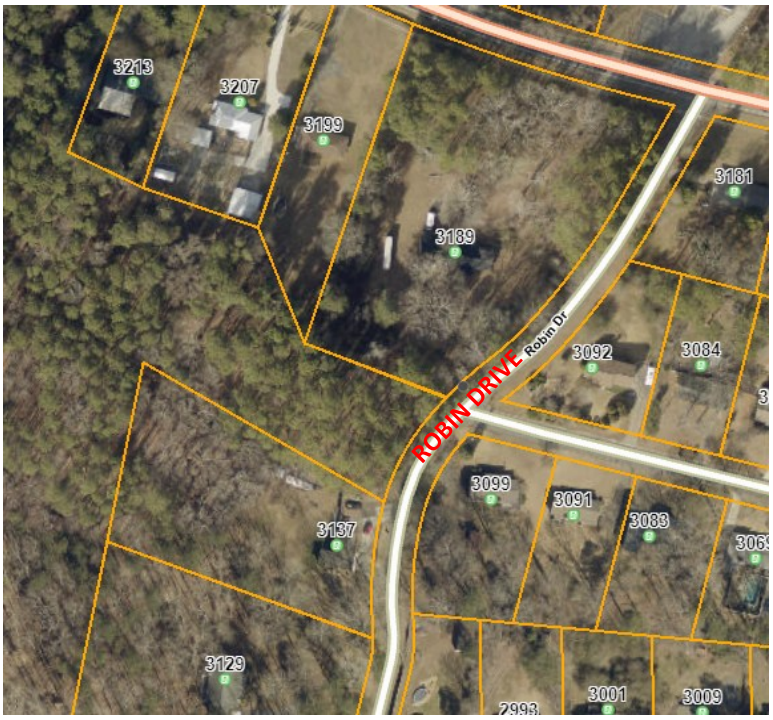
Roadway Classification
Arterials

Speed Limit
45 MPH

Jurisdictional Control
Cobb County

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

AERIAL OF ROAD #2	ROAD #2



Roadway Name
Robin Drive

Roadway Classification
Local

Speed Limit
25 MPH

Jurisdictional Control
Cobb County

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

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

ENVIRONMENTAL

Floodplain:
___ Yes
✓ No
___ Not Verified

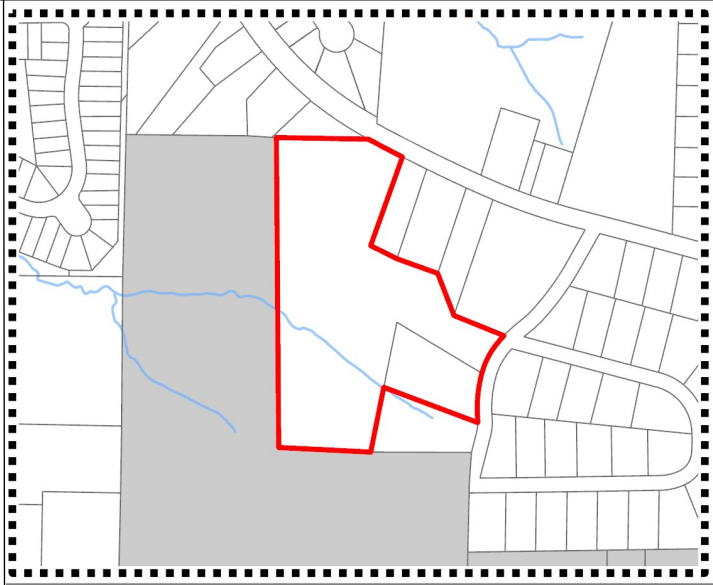
Wetlands:
___ Yes
✓ No
___ Not Verified

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

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

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

FEMA FLOOD ZONE MAP



LEGEND

Special Flood Hazard Areas

2018 Flood Zones

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

ADDITIONAL COMMENTS REGARDING PROJECT:

A stream is located along the western portion of the property, which will require compliance with all applicable stream buffer regulations and environmental protection standards during development. Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

JUL 13 2026
CITY CLERK
CITY OF KENNESAW

COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

Jessica Guinn, AICP
Director

P.O. Box 649
Marietta, GA 30061-0649
Phone (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.gov

CERTIFIED MAIL
7020 0090 0000 6545 3519

July 6, 2026

RECEIVED
JUL 13 2026
CITY CLERK
CITY OF KENNESAW

The Honorable Derek Easterling
Mayor
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144

Re: Petition for Annexation – Land Lots 126, 20th District, Parcels 20012600260 and 20012600270; Southside of Old 41 Highway, West of Robin Drive, Cobb County, Georgia; Notice of Non-Objection

Dear Mayor Easterling:

We are in receipt of the above-referenced annexation request. The subject property has the required contiguity with the existing Kennesaw boundary for annexation. No unincorporated islands will be created or extended; in fact, this annexation will reduce an existing unincorporated island created by the Acworth and Kennesaw city boundary. There are no county buildings or facilities on this property. Most of this property is zoned R-20 (Single Family Residential), with approximately 2.22 acres designated as NS (Neighborhood Shopping). Cobb County's Future Land Use Plan (FLU) designates this area as Low Density Residential (LDR). The applicant proposes 35 single-family detached homes, pocket parks, and designated open space. Based on our HB 489 Intergovernmental Agreement, this request is not objectionable.

In summary, please accept this letter as the County's formal **notice of non-objection** to the proposed annexation. Please see the attached comments from the Cobb County departments below. Should you have any questions or need any additional information, please contact Donald Wells, Intergovernmental Coordinator, at (770) 528-2199 or donald.wells@cobbcounty.gov.

County Staff Comments and Recommendations

Southside of Old 41 Highway, West of Robin Drive
City of Kennesaw

Water System- Chris Duggan

Water service for the proposed annexed properties will be provided by the existing CCWS water mains on Old 41 Hwy

Wastewater for the parcels will be treated at the Northwest treatment plant where there currently is sufficient capacity. Permit issuances are subject to continued WRF compliance with EPD discharge requirements.

Because CCWS will continue to own and maintain water in public rights-of-way and public easements, there would be no infrastructure loss

Planning- Historic Preservation-Mandy Elliott

No comment

Cobb County Fire Marshal's Office-Rock Toler

No Comment

GIS- Brad Gordon

No comment

Cobb DOT-Wilson Collins

Old 41 Highway and Wren Circle are located within the existing right-of-way and will continue to be owned and maintained by Cobb County. If additional adjacent parcels are annexed into the City of Kennesaw, Cobb DOT will reevaluate ownership and maintenance responsibilities at that time.

No known drainage infrastructure has been identified by Cobb DOT within or adjacent to Parcel PIN: 20012600270. Any existing or proposed drainage infrastructure located within the parcel will become the responsibility of the City of Kennesaw upon annexation, transferring ownership and maintenance obligations accordingly.

Since Cobb DOT will retain ownership and maintenance responsibility for the existing right-of-way and no county-maintained drainage infrastructure is present, no infrastructure loss is anticipated at this time.

Cemetery Preservation Committee- Helga Hong

No comment

ANN-8-2026

COMMUNITY INPUT AND STAFF FINDINGS

Staff has received numerous comments from community members regarding the proposed development. Based on the emails and calls received, the primary concerns relate to density and traffic congestion. Staff has reviewed these concerns with the following findings:

Traffic Congestion:

Both Old 41 Highway and Robin Drive are under the jurisdiction of Cobb County Department of Transportation (Cobb DOT). While the City does not have authority over roadway improvements or traffic control measures along these corridors, the application was transmitted to Cobb DOT for review as part of the intergovernmental coordination process.

Cobb DOT did not identify any objections to the proposed development and did not request additional off-site improvements. The subdivision proposes a single access point onto Old 41 Highway, which aligns with Cobb DOT's access management standards for developments of this scale.

A trip generation memo was conducted for the development to better understand the impacts of the development with access from Old 41 Hwy with findings that the proposed residential development is projected to generate 8 entering and 21 exiting trips during the AM peak hour and 23 entering and 14 exiting trips during the PM peak hour, equating to less than one vehicle per minute entering or exiting the site.

Density:

Based on the application, the applicant is requesting to rezone the property to City RA-6, which permits low to medium density single family detached and attached residential uses. The proposed 35 single-family detached homes fall within the allowable density range for RA-6 and are consistent with the HB 489 Intergovernmental Agreement, which caps density at 3 dwelling units per acre (DUA) for annexed parcels originating from Cobb County with a Low Density Residential (LDR) Future Land Use designation that is suitable for low-density housing between one (1) and two and one-half (2.5) dwelling units per acre, and non-supportive senior living housing that in certain circumstances may reach five (5) dwelling units per acre. Allowable residential density is dependent upon factors, such as product type and mix, structure/building height, tract size, topographic conditions and the like, in order to provide compatibility with adjacent residential uses.

The proposed development achieves a density of approximately 2.9 DUA, which complies with the HB 489 density limitation and maintains compatibility with surrounding County zoned neighborhoods. The lot sizes, ranging from 6,200 sq. ft. to 17,662 sq. ft., further support a transitionary density pattern appropriate for this location.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

PLANNING AND ZONING

Site Visit:
✓ Yes
___ No

Staff Member:
Name: Chanelle Campbell
Date of Visit: 07/29/26

Land Use Recommendation:
Residential development is a compatible use

Historic Preservation:
Not located in the historic district

Cemetery Preservation:
No cemeteries on site

DENSITY ANALYSIS

RESIDENTIAL: 35 Units (Single Family Detached)

Total Land Area: 12.216 +/- acres
Maximum Density: 6.0 Units/Acres
Proposed Density: 2.90 Units/Acres

Parking Requirement: 2 spaces per dwelling unit minimum, plus .35 parking spaces per new unit for overall new development = 35 X 2.35 =82 parking

- Proposed: 2 car garage per unit = 70 parking
- Guest parking = 16
- Total = 86 parking spaces

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **ANNEXATION & REZONING**

The applicant, Traton, LLC, represented by J. Kevin Moore of Moore, Ingram, Johnson & Steele, LLP, is requesting annexation and rezoning of approximately 12.216 +/- acres from County R-20, Single Family Residential, and NS, Neighborhood Shopping, to City RA-6, Residential. The request is intended to accommodate a new subdivision consisting of 35 single-family detached homes on lots ranging from 6,200 sq. ft. to 17,662 sq. ft.

The subject parcels are located in unincorporated Cobb County off Old 41 Highway and Robin Drive, surrounded primarily by residential uses with limited commercial activity. To the north is Cobb Vineyard Church, and to the south is Northwest Classical Academy, a public charter school serving grades K–12. This area reflects a transitional pattern of established residential neighborhoods supported by civic and institutional uses. The proposed homes are anticipated to be priced around $400,000, with the development intended to support workforce housing, providing attainable homeownership opportunities for households employed within the community.

The site plan features a cohesive residential layout supported by community oriented amenities, including pocket parks and dedicated open space gathering areas. Each home will include a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk, allowing two additional vehicles to park without obstructing pedestrian access. The subdivision will be served by a single point of access from Old 41 Highway.

Exterior materials will consist of high-quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten ensuring visual compatibility with surrounding development patterns and maintaining a consistent architectural character throughout the neighborhood.

A copy of the application was transmitted to Cobb County for review in accordance with the HB 489 Intergovernmental Agreement. Staff subsequently received the County's formal notice of non-objection to the proposed annexation and rezoning. No additional concerns were identified regarding the development's impact on existing public infrastructure or County provided services, indicating that the request is consistent with the coordination procedures outlined in HB 489.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **VARIANCE**

The applicant has submitted a concurrent variance application to deviate from section 2.01.03.10 of the Unified Development Code. The applicant is requesting to:

1. Request to reduce the front setback from forty (40) feet to twenty (20) feet.

The applicant has submitted a variance request to reduce the required minimum front setback from forty (40) feet to twenty (20) feet. Due to the irregular shape of the tract and the resulting limitations on building placement, the reduced setback provides necessary flexibility for the subdivision layout. This adjustment allows the homes to be sited appropriately while ensuring the land is efficiently utilized and that functional, adequately sized backyards remain available to future homeowners.

The request has been reviewed based on the standards outlined in *Section 9.02.00* of the Unified Development Code which states that variances may be granted using the following criteria:

A. There is extraordinary and exceptional conditions pertaining to the property because of its size, shape or topography;

B. The application of the UDC standards to property creates practical difficulty or unnecessary hardship.

C. The practical difficulty and/or unnecessary hardship are conditions which are peculiar to the property involved; and

D. Relief, if granted, would not cause substantial detriment to the public good or impede the purposes and intent of the UDC

The proposed site is encumbered by an on-site stream along the western boundary and has an irregular overall shape, both of which significantly constrain the developable area and limit the placement of homes in the development. These physical conditions create challenges for establishing a uniform lot layout and meeting standard setback requirements while still providing functional yards and maintaining compatibility with surrounding residential development.

Taken together, these extraordinary physical conditions create limitations that are unique to this parcel and not commonly found on surrounding properties. Because these constraints directly impair the reasonable use of the land under standard zoning requirements, the circumstances meet the threshold for considering a variance, as the hardship arises from the inherent characteristics of the property rather than from actions of the applicant.

STAFF ANALYSIS REPORT

ZONING CASE #: RZ2026-05/AX2026-01 & ZV2026-03

STAFF ANALYSIS - **RECOMMENDATIONS**

Staff has evaluated the applicant's request in accordance with the standards for decision outlined in Section 10.01.02, Rezoning Procedures, as well as the requirements of Section 2.01.03.10, RA-6 Residential District, Section 4.01.02, Development Standards for Development, and Section 9.02.00 of the Unified Development Code (UDC), with the following observations:

According to the UDC, the RA-6 Residential District is established to provide locations for the development of affordable single-family detached or attached residential dwelling units, including duplexes, triplexes, and quadraplexes, with access to public water and sewer. The district supports medium to high density residential classifications as defined by the City of Kennesaw Comprehensive Land Use Plan, as amended.

The proposed project aligns with the intent of the RA-6 district by introducing affordable, single-family detached homes within a density framework that supports attainable housing options. The subdivision layout, lot sizes, and anticipated price point further reinforce the district's purpose of expanding housing opportunities for a range of household types while maintaining compatibility with surrounding residential development patterns.

ZONING ADMINISTRATOR'S RECOMMENDATION:

Based on the findings outlined in the analysis section of the staff report, City Staff recommends:

1. **Approval** of the request to annex the property into the city limits
2. **Approval with conditions** of the rezoning request from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential consisting of 35 single-family dwelling units.
3. Further more City Staff recommends **approval** of the following variance request:
    1. Request to reduce the front setback from forty (40) feet to twenty (20) feet.

PROPOSED ZONING CONDITIONS:

1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.
2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/ elevations submitted with the application. Exterior materials shall consist of high quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.

7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate.
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development.

PLANNING COMMISSION RECOMMENDATION:

During the August 5,2026, meeting the Planning Commission recommended the following:

- Approval of the request to **annex** the property into the city limits.
- Approval of the request to **rezone** from County Neighborhood Shopping (NS) and R-20, Single Family to City RA-6 Single Family Residential with conditions as outlined by staff with the addition that " Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development."
- Approval of the **variance** request to reduce the front setback from forty (40) feet to twenty (20) feet.

MAYOR AND COUNCIL RECOMMENDATION:

To be determined on August 17, 2026.

Application No. ZV2026-003

(Amended June 29, 2026) Date Received 6/29/26

(Page 1 of 2) Staff's Initials RG

VARIANCE APPLICATION

Required Fee $375.00

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

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.
(Applicant or agent must be present at all public hearings)

Date of Consultation 04/01/2026 Staff's Initials _____

PURPOSE OF VARIANCE REQUEST ~~Reduction of Minimum Lot Size (Deleted)~~
Reduction of front setback from forty (40) feet to twenty (20) feet

LAND USE PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Land Lot 126 Tax Parcel 20012600270 Lot Size (Overall) 12.216 ~~10.653 (Strickland Parcel)~~ Current Zoning R-20, NS (Cobb)

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Home#)_____(Work#) [redacted] (Cell#) _____

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 6, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

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

Representative Signature BY: _____
J. Kevin Moore; GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

TITLEHOLDER: Rosemary James Strickland **Telephone:** [redacted]

Signature: _____ **Address:** [redacted]
Rosemary James Strickland

Signed, sealed and delivered in presence of: _____ April 9, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

Application No. ZV2026-003

(Amended June 29, 2026) Date Received _____
(Page 2 of 2) Staff's Initials _____

VARIANCE APPLICATION

Required Fee $375.00

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

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.
(Applicant or agent must be present at all public hearings)

Date of Consultation 04/01/2026 Staff's Initials _____

PURPOSE OF VARIANCE REQUEST Reduction of Minimum Lot Size (Deleted)
Reduction of front setback from forty (40) feet to twenty (20) feet

LAND USE PROPERTY ADDRESS 3137 Robin Drive

Land Lot 126 Tax Parcel 20012600260 Lot Size 12.216 (Overall) 1.563 (Torres Parcel) Current Zoning R-20 (Cobb)

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Home#)_____(Work#)[redacted] (Cell#) _____

Applicant Signature BY: _____
William C. Poston, Jr. Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 1, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

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

Representative Signature BY: _____
J. Kevin Moore GA Bar No. 519728; Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

TITLEHOLDER: Victor Torres **Telephone:** [redacted]

Signature: _____ **Address:** 3137 ROBIN DR. NW. KENNESAW GA 30144
Victor Torres

Signed, sealed and delivered in presence of: Cilia Rodriguez 04/25/2026, 2026
Notary Date

CILIA RODRIGUEZ NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 08, 2030

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate form must be completed by each applicant).

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

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

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 6th day of May, 2026

Traton, LLC
BY: _____
Applicants Signature
William C. Poston, Jr., Authorized Signatory

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

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

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

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:
Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:
Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars ($250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 15th day of May, 2026

Moore Ingram Johnson & Steele, LLP
BY:
Applicants Signature
J. Kevin Moore; GA Bar No. 519728
Attorneys for Applicant and Titleholders

[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.

CITY OF KENNESAW

Section 1909, Part 4 Standards for Decisions – Variances
(Amended June 29, 2026)

Zoning Variances may be granted in such individual cases of practical difficulty or unnecessary hardships as follows:

(1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography.

The Subject Property is encumbered with an extensive stream presence and floodplain area; as well as, the overall shape of the property, resulting in extraordinary conditions for development.

(2) The application of this chapter to this particular piece of Property would create practical difficulty or unnecessary hardship.

Due to the challenges above, satisfying the forty (40) foot front setback requirement creates practical difficulties for successful development.

(3) Such conditions are peculiar to the particular piece of Property involved.

The conditions are unique to the Subject Property.

(4) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this Chapter.

Reduction in the front setback from the required forty (40) feet to twenty (20) feet will not cause any detriment to the public welfare or the affect the intent of this Chapter; and, further, would allow Applicant to proceed with development of a quality single-family detached community, providing a nicer backyard living area for future residents of the proposed community, thus creating a nicer overall development and directly and positively affecting the City by providing additional benefits.

RE: AX2026-01/RZ2026-05 &
ZV2026-03

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out on July 10, 2026 in accordance with the application requirements.

MOORE INGRAM JOHNSON & STEELE, LLP

July 14, 2026
Date

BY: _____
~~Applicant~~ Authorized Agent
J. Kevin Moore; GA Bar No. 519728
Attorneys for Applicant and Property Owners

Sworn and subscribed before me this 14th day of July 2026

Carolyn E. Cook
Notary Public

My Commission Expires January 10, 2027

CAROLYN E COOK NOTARY PUBLIC EXP. JAN. 10, 2027 COBB COUNTY, GA

Independent Probate

CERTIFICATE OF ORDER OF YEAR'S SUPPORT
(Pursuant to Official Code of Georgia Annotated § 53-3-11)
Estate No.: 06-0267
GEORGIA, COBB COUNTY

DATE ORDER GRANTED: March 21, 2006

GRANTOR: (NAME OF DECEDENT) **HERSHEL EDWARD STRICKLAND**

GRANTEE: (FULL NAME OF SURVIVING SPOUSE, ~~AND EACH MINOR CHILD, AND DATE OF BIRTH OF EACH MINOR~~)
ROSEMARY JAMES STRICKLAND

Legal Description of Real Property and Interest Therein:
All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section of Cobb County, Georgia, and being 10.97 acres as per plat of survey by Robert T. Weaver, Surveyor, dated June 3, 1964, and being more particularly described as follows:

BEGINNING at a point on the westerly side of Robin Drive, which point is located 459 feet south of the southwest intersection of Old U. S. Highway No. 41 and Robin Drive, at a point and corner marked by an iron pin; thence north 72 degrees 32 minutes west 181.5 feet to a point and corner marked by an iron pin; thence north 15 degrees 01 minutes east 173.8 feet to a point and corner marked by an iron pin; thence north 82 degrees 48 minutes west 101.9 feet to a point and corner marked by an iron pin; thence south 15 degrees 17 minutes west 45 feet to a point and corner marked by an iron pin; thence north 75 degrees 26 minutes west 149.3 feet to a point and corner marked by an iron pin; thence north 68 degrees 51 minutes west 101 feet to a point and corner marked by an iron pin; thence north 15 degrees 12 minutes east 319.4 feet to a point and corner on Old U.S. Highway No. 41; thence north 68 degrees 10 minutes west 135 feet to a point and corner marked by an iron pin; thence south 86 degrees 33 minutes west 322.4 feet to a point and corner marked by an iron pin; thence south 5 degrees 45 minutes east 1052.5 feet to a point and corner marked by an iron pin; thence north 87 degrees 55 minutes east 316 feet to a point and corner marked by an iron pin; thence north 6 degrees 42 minutes east 449 feet to a point and corner marked by an iron pin; thence south 64 degrees 23 minutes east 351.6 feet to a point and corner marked by an iron pin on the west side of Robin Drive; thence north 14 degrees east along Robin Drive 100 feet to a point and corner marked by an iron pin; thence north 33 degrees 35 minutes east 50 feet to the point of beginning.

Also land in _____ Count(y)(ies).

Certificate prepared by:

I do certify that the information herein is true and correct.

SEN

JUDGE OF THE PROBATE COURT

Signature of Attorney **Donald D. Smith**
State Bar No. 655800

By: _____
Clerk, Probate Court of **Cobb** County

Delivered to **Cobb County** Superior Court, April 6, , **2006.**

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

Deed Book 14311 Pg 1936
Filed and Recorded Apr-06-2006 09:59am
[illegible]
Real Estate Transfer Tax $0.00

Deed Book 12926 Pg 393
Filed and Recorded Sep-24-1999 08:02am
1999-0160512
Real Estate Transfer Tax $93.90

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RETURN TO:
MORRIS & SCHNEIDER, P.C.
2781 WHITLEY ROAD
ATLANTA, GEORGIA 30339
89P0502M

10.00

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

This Indenture made this **31st** day of **August,** in the year **One Thousand Nine Hundred Ninety-Nine**, between **JEFFREY M. BALL and DEBORAH M. BALL**, of the County of COBB, State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **VICTOR TORRES**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 126 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING 1.582 ACRES AS PER PLAT OF SURVEY PREPARED FOR JEFFREY M. BALL, DATED FEBRUARY 20, 1992, AND PREPARED BY ANASTASIOS COSTARIDES, GEORGIA REGISTERED LAND SURVEYOR NO. 2448, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ONE INCH CRIMP TOP IRON PIN LOCATED ON THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE, WHICH IRON PIN IS 646.00 FEET SOUTH OF THE INTERSECTION OF THE WESTERLY SIDE OF THE RIGHT OF WAY OF ROBIN DRIVE; RUNNING THENCE SOUTH 07 DEGREES 18 MINUTES 22 SECONDS WEST ALONG THE WESTERLY SIDE OF THE RIGHT OF WAY OR ROBIN DRIVE FOR A DISTANCE OF 185.14 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 68 DEGREES 23 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 348.39 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE NORTH 08 DEGREES 33 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 224.83 FEET TO A #4 REBAR AND CORNER; RUNNING THENCE SOUTH 61 DEGREES 59 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 355.66 FEET TO AN IRON PIN AT THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PROPERTY IS IMPROVED PROPERTY WITH A HOUSE LOCATED THEREON KNOWN AS 3137 ROBIN DRIVE, KENNESAW, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN COBB COUNTY, GEORGIA, AND IS ALSO SHOWN ON THAT CERTAIN PLAT OF SURVEY RECORDED IN PLAT BOOK 68, PAGE 165, COBB COUNTY, GEORGIA RECORDS.

Subject to all 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 whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

CYNTHIA MARX NOTARY PUBLIC EXPIRES GEORGIA DEC. 20, 1999 COBB COUNTY STATE OF GEORGIA

Jeffrey M. Ball (Seal)
JEFFREY M. BALL

Deborah M. Ball (Seal)
DEBORAH M. BALL

Written Description: Old 41 Highway and Robin Drive Overall

All that tract or parcel of land lying and being in Land Lot 126 of the 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail set at the centerline intersection of Robin Drive (50’ public right of way) and Wren Circle (50’ public right of way);
thence N35°41'53"W for a distance of 29.33 feet to a 1/2” rebar found at the westerly right of way of Robin Drive (50’ public right of way), said point being the **TRUE POINT OF BEGINNING.**

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence along the said right of way of Robin Drive the following courses and distances:
149.98 feet along the arc of a curve to the left, said curve having a radius of 238.53 feet and being subtended by a chord of S28°58'08"W, 147.52 feet to a 1/2" rebar set;
S06°30'58"W for a distance of 189.04 feet to a 1/2" rebar found;
thence leaving said right of way N66°17'54"W for a distance of 348.42 feet to a 1/2" rebar found (bent);
thence S10°37'02"W for a distance of 223.91 feet to a 1-1/2” crimped top pipe found;
thence N87°39'27"W for a distance of 315.70 feet to a 1-1/4” crimped top pipe found;
thence N01°18'41"W for a distance of 1050.87 feet to a 1/2" rebar set;
thence S88°56'55"E for a distance of 321.92 feet to a 1/2” rebar found at the southerly right of way of Old 41 Highway (apparent 60’ width public right of way);
thence along said right of way S63°51'43"E for a distance of 136.42 feet to a 1/2" rebar found;
thence leaving said right of way S19°51'21"W for a distance of 323.01 feet to a 3/4” rebar found;
thence S67°00'57"E for a distance of 98.78 feet to a 1/2” rebar found;
thence S70°35'00"E for a distance of 149.97 feet to a 1” crimped top pipe found;
thence S22°21'27"E for a distance of 151.79 feet to a 1/2" rebar found;
thence S67°57'38"E for a distance of 181.17 feet to a 1/2” rebar found at the westerly right of way of Robin Drive, said point being the **TRUE POINT OF BEGINNING.**

Said tract or parcel of land contains 12.216 acres.

Printed: 4/16/2026

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:
TORRES VICTOR

TORRES VICTOR

Payment Date: 12/5/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600260	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$39.41	$107.24	$0.00	$0.00	$2,291.35	**$0.00**

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

Printed: 3/20/2026

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:
Rosemary Strickland

STRICKLAND ROSEMARY JAMES

Payment Date: 9/4/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20012600270	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$1,570.21	**$0.00**

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

TOTAL AREA= 12.216 ACRES

RESERVED FOR PLAT FILING

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 34,881. IT HAS BEEN ADJUSTED USING THE COMPASS METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF
1 IN 615,104 (OVERALL)
1 IN 1,627,382 (TRACT 1)
1 IN 136,173 (TRACT 2)

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 VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS 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: 5–4–2026

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

BY GRAPHIC PLOTTING ONLY, NO PORTIONS 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 13067C0017H DATED 10/05/2018 AND 13067C0019H DATED 10/5/2018.

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. THE UNDERGROUND UTILITIES ARE SHOWN HEREON BASED ON LOCATION OF MARKINGS PROVIDED BY:

RHD SERVICES
P.O. BOX 813399
SMYRNA, GEORGIA 30081
TEL. (404.874.8585)

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE) WERE LOCATED BY RHD SERVICES UTILIZING RADIO FREQUENCY TECHNIQUE. THIS TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES. ANY NON–METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS TECHNIQUE MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES NOT PROVIDED TO SURVEYOR AND CANNOT BE VERIFIED.

LOCATION OF JURISDICTIONAL WATERS NOT INCLUDED IN THE SCOPE OF THIS SURVEY. SUCH WATERS MAY EXIST THAT ARE NOT SHOWN HEREON.

REFERENCE:
1) PB 47, PG 138

SYMBOL LEGEND

- IPF — 1/2" REBAR FOUND
- IPS — 1/2" REBAR SET
- RIGHT–OF–WAY MONUMENT FOUND
- (42) — ADJOINING LOT NUMBER
- (26) — LOT NUMBER
- (175) — LAND LOT NUMBER
- AIR CONDITIONING UNIT
- BENCHMARK
- BOLLARD
- HANDICAP PARKING SPOT
- SIGN
- MANHOLE – UNKNOWN TYPE
- HANDHOLE
- CABLE TV BOX
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- ELECTRIC BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELEC — ELECTRIC PEDESTAL
- GUY WIRE AND ANCHOR
- GUY POLE
- LIGHT POLE (LP)
- POWER POLE (PP)
- SERVICE POLE
- HIGH VOLTAGE POWER POLE (HVPP)
- 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
- PEDESTRIAN 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
- W — WATER VAULT
- TREE

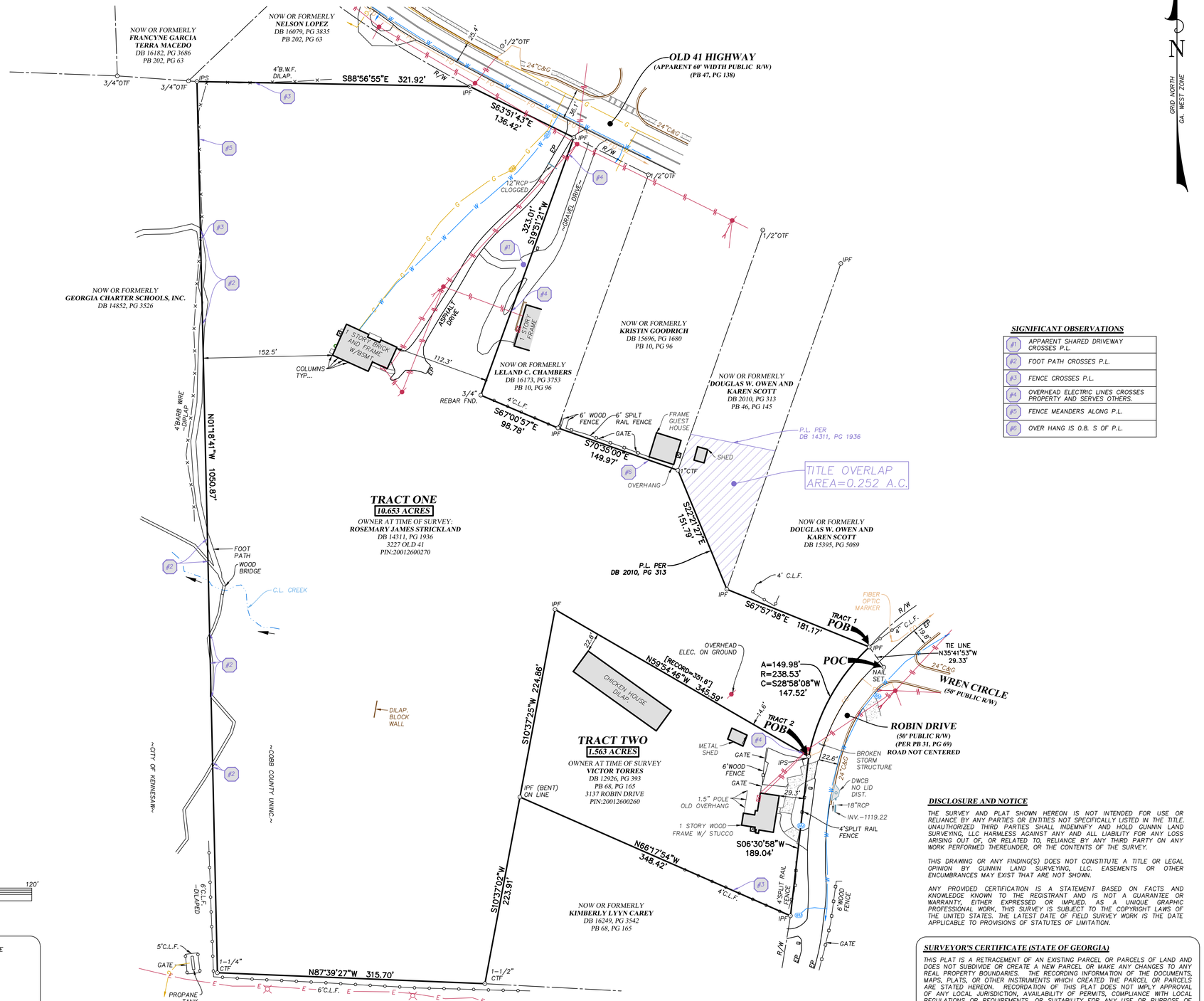
ABBREVIATIONS

A.E.	ACCESS EASEMENT
BC	BACK OF CURB
BM	BENCHMARK
BSL	BUILDING SETBACK LINE
C&G	CURB AND GUTTER
C.L.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CONC.	CONCRETE
CTF	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
OCS	OUTLET CONTROL STRUCTURE
SWCB	SINGLE WING CATCH BASIN
PI	PEDESTAL INLET
YI	YARD INLET
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE

60' 0 60' 120'
1"=60'
SCALE IN FEET

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
- RIGHT–OF–WAY CENTERLINE
- CREEK CENTERLINE
- LAND LOT LINE
- METAL FENCE
- WIRE FENCE
- WOOD FENCE
- GUARDRAIL
- RAILROAD TRACK
- OHU — OVERHEAD UTILITY LINE
- TV — UNDERGROUND CABLE TV LINE
- E — UNDERGROUND ELECTRIC LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- G — UNDERGROUND GAS PIPE
- SS — UNDERGROUND SANITARY SEWER PIPE
- UNDERGROUND STORM SEWER PIPE
- SL — UNDERGROUND STREET LIGHTING LINE
- T — UNDERGROUND TELEPHONE LINE
- TR — UNDERGROUND TRAFFIC LINE
- W — UNDERGROUND WATER PIPE



SIGNIFICANT OBSERVATIONS

#1	APPARENT SHARED DRIVEWAY CROSSES P.L.
#2	FOOT PATH CROSSES P.L.
#3	FENCE CROSSES P.L.
#4	OVERHEAD ELECTRIC LINES CROSSES PROPERTY AND SERVES OTHERS.
#5	FENCE MEANDERS ALONG P.L.
#6	OVER HANG IS 0.8. S OF P.L.

TRACT ONE

10.653 ACRES

OWNER AT TIME OF SURVEY:
ROSEMARY JAMES STRICKLAND
DB 14311, PG 1936
3227 OLD 41
PIN:20012600270

DISCLOSURE AND NOTICE

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD GUNNIN LAND SURVEYING, LLC HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.

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5–13–26

JESSE R. GUNNIN, GA RES NO. 3079 DATE

GRID NORTH GA. WEST ZONE

REVISION	DATE

BOUNDARY SURVEY FOR:
TRATON HOMES
LOCATED IN LAND LOT 126
20th DISTRICT, 2nd SECTION
COBB COUNTY, GEORGIA
MAY 13, 2026

GUNNIN SURVEY
www.gunninsurvey.com
6782807592
141 Railroad Street, Suite 116
Canton, Georgia 30114
Georgia LSF 001033 - Gunnin Land Surveying, LLC

GEORGIA REGISTERED No. 3079 LAND SURVEYOR JESSE R. GUNNIN

DRAWN BY: PRW
CHECKED BY: JRG

PROJECT NO. **26032**

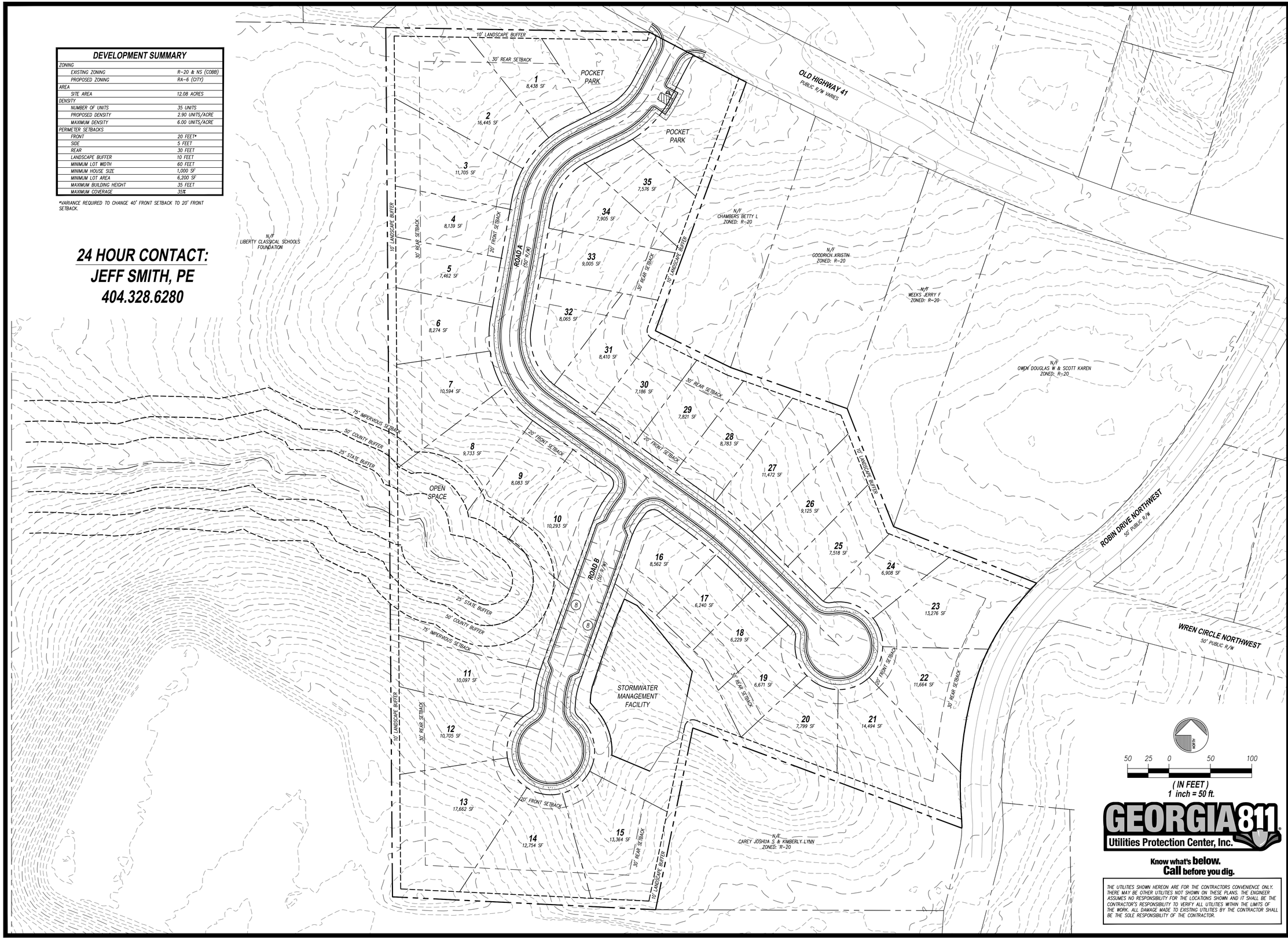
SHEET	OF
1	1

FILENAME: 26032 Old 41 Highway 3227.dwg PLOT DATE: 05.13.2026

DEVELOPMENT SUMMARY	
ZONING	
EXISTING ZONING	R-20 & NS (COBB)
PROPOSED ZONING	RA-6 (CITY)
AREA	
SITE AREA	12.08 ACRES
DENSITY	
NUMBER OF UNITS	35 UNITS
PROPOSED DENSITY	2.90 UNITS/ACRE
MAXIMUM DENSITY	6.00 UNITS/ACRE
PERIMETER SETBACKS	
FRONT	20 FEET*
SIDE	5 FEET
REAR	30 FEET
LANDSCAPE BUFFER	10 FEET
MINIMUM LOT WIDTH	60 FEET
MINIMUM HOUSE SIZE	1,000 SF
MINIMUM LOT AREA	6,200 SF
MAXIMUM BUILDING HEIGHT	35 FEET
MAXIMUM COVERAGE	35%

*VARIANCE REQUIRED TO CHANGE 40' FRONT SETBACK TO 20' FRONT SETBACK.

24 HOUR CONTACT:
JEFF SMITH, PE
404.328.6280



NORTH

50 25 0 50 100

(IN FEET)
1 inch = 50 ft.

GEORGIA811
Utilities Protection Center, Inc.
Know what's **below.**
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

RIDGE PLANNING AND ENGINEERING®
5341 OLD HIGHWAY 5
SUITE 207,350 - WOODSTOCK, GA 30188
OFFICE 770.938.9000

LAND PLAN
OLD HIGHWAY 41 TRACT
LAND LOT 126
2ND DISTRICT, 3RD SECTION
CITY OF KENNESAW, GEORGIA

OWNER/DEVELOPER
TRATON HOMES
720 KENNESAW AVENUE
MARIETTA, GA 30060
PHONE: 678.303.2134

REVISIONS

LAND PLAN
LP12

26002 LP12.DWG 05.13.2026

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ROSEMARY JAMES STRICKLAND

3227 Old 41 Highway, N.W.
Kennesaw, Georgia 30144

April 9, 2026

RE: Property located at 3227 Old 41 Highway, N.W., Cobb County, Georgia
Tax Parcel ID Number: 20012600270

Dear Sir or Madam:

Please accept this as authorization for Traton, LLC, by and through its authorized representatives and counsel, to proceed with the filing and pursuit of a Variance Application with the City of Kennesaw, Georgia, regarding the above-referenced property.

If you should have any questions or require additional information or documentation, please do not hesitate to contact me.

Very truly yours,

Rosemary James Strickland

c: J. Kevin Moore, Esq.
Moore Ingram Johnson & Steele, LLP

Traton, LLC

VICTOR TORRES
3137 Robin Drive
Kennesaw, Georgia 30144

April 21, 2026

RE: Property located at 3137 Robin Drive, Cobb County, Georgia
Tax Parcel ID Number: 20012600260

Dear Sir or Madam:

Please accept this as authorization for Traton, LLC, by and through its authorized representatives and counsel, to proceed with the filing and pursuit of a Variance Application with the City of Kennesaw, Georgia, regarding the above-referenced property.

If you should have any questions or require additional information or documentation, please do not hesitate to contact me.

Very truly yours,

Victor Torres

c: J. Kevin Moore, Esq.
Moore Ingram Johnson & Steele, LLP

Traton, LLC

ATTACHMENT TO VARIANCE APPLICATION

(Amended June 29, 2026)

Application No.: **ZV2026-003**
Hearing Dates: **August 5, 2026**
August 10, 2026
August 17, 2026

BEFORE THE PLANNING COMMISSION AND THE MAYOR AND CITY COUNCIL FOR THE CITY OF KENNESAW, GEORGIA

AMENDED CONSTITUTIONAL CHALLENGE ATTACHMENT TO VARIANCE APPLICATION

COME NOW, Applicant, TRATON, LLC (hereinafter referred to as "Applicant"), and Titleholders, ROSEMARY JAMES STRICKLAND and VICTOR TORRES (hereinafter collectively referred to as "Owners" or "Titleholders"), and amend the Constitutional Challenge filed on or about May 15, 2026, by deleting the requested variance for reduction in the minimum lot size requirement under the proposed PUD-R zoning category, and now asserting the following due to amendment of the Annexation/Rezoning Application seeking rezoning to the City's RA-6 zoning category:

1.

By Amended Application for Variance, Applicant and Titleholders applied for a variance as to the requirements of the Unified Development Code for the City of Kennesaw and seek a variance for reduction of the front setback for lots located within the RA-6 zoning classification from the required forty (40) feet to twenty (20) feet; all as more fully set forth in the Amended Variance Application (hereinafter referred to as the "Front Setback Requirement").

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

2.

The Unified Development Code for the City of Kennesaw was established by the governing authority of the City of Kennesaw, Georgia, being hereinafter referred to as the "Unified Development Code of the City of Kennesaw" or in the alternative the "Ordinance."

3.

By Amended Variance Application, Applicant and Titleholders applied for a variance specifically as to certain real property lying and being in unincorporated Cobb County, Georgia, for which an Annexation/Rezoning Application was previously filed, a more particular description and delineation of the subject property being set forth in said Applications (hereinafter collectively referred to as the "Subject Property" or "Property").

4.

The Amended Variance Application seeks a waiver of the zoning requirements of the Front Setback Requirement, as applied to the Subject Property.

5.

There is no question but that enforcement of the Front Setback Requirement would create an unnecessary hardship in that same would deny reasonable use of the Property while causing no substantial detriment to the public good. The Amended Variance Application does not seek a use of the Property which is prohibited by any ordinance or resolution.

6.

The Unified Development Code of the City of Kennesaw and the Code of the City of Kennesaw are unconstitutional as applied to the Property in that said Ordinances deprive Applicant and Titleholders of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the

MOORE INGRAM
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A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. Said Ordinances, as they presently exist, violate the Applicant's and Titleholders' right to unfettered use of their Property in that a refusal to grant the requested variance from said Ordinances would result in unwarranted loss of existing and proposed reasonable residential use. Further, said Ordinances do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void as applied to the Property. Further, said Ordinances are unconstitutional in that same are arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant and Titleholders.

7.

The Unified Development Code of the City of Kennesaw and the Code of the City of Kennesaw are further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Amended Variance Application also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

Respectfully submitted, this 29th day of June, 2026.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: _____
J. KEVIN MOORE
Georgia Bar No. 519728

Attorneys for Applicant and Titleholders

MOORE INGRAM
JOHNSON & STEELE
A Limited Liability Partnership
Emerson Overlook
326 Roswell Street
Suite 100
Marietta, GA 30060
(770) 429-1499
FAX (770) 429-8631

MOORE INGRAM JOHNSON & STEELE, LLP

Attorneys at Law
326 Roswell Street, Suite 100
Marietta, Georgia 30060
[redacted]

July 10, 2026

RE: PLEASE TAKE NOTICE – NOTIFICATION OF NEARBY ANNEXATION/ZONING APPLICATION
Property: 3227 Old 41 Highway and 3137 Robin Drive, Kennesaw, Georgia 30144
Parcel ID Nos.: 20012600270 and 20012600260

To Whom It May Concern:

This correspondence is to formally notify you that the City of Kennesaw Planning and Zoning Department has received an Annexation/Rezoning Application for two parcels of land within two hundred (200) feet of your property. As a nearby property owner, you have the right to be informed of potential zoning changes.

The Application details are as follows:

Applicant:	Traton, LLC
Applicant's Representative:	J. Kevin Moore, Esq., Moore Ingram Johnson & Steele, LLP [redacted]
Property Address:	3227 Old 41 Highway and 3137 Robin Drive
Parcel Identification Numbers:	20012600270 and 20012600260
Description of Proposal:	Variance request to reduce the minimum front setback requirement for RA-6 (Residential District) from forty (40) feet to twenty (20) feet

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

Planning Commission Meeting
Date: August 5, 2026
Time: 6:30 p.m.

Mayor and City Council Hearing
Date: August 17, 2026
Time: 6:30 p.m.

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

Very truly yours,

MOORE INGRAM JOHNSON & STEELE, LLP

J. Kevin Moore
Attorneys for Applicant and Property Owners

Enclosures

Application No. ZV2026-003

(Amended June 29, 2026) Date Received 6/29/26

(Page 1 of 2) Staff's Initials RG

VARIANCE APPLICATION

Required Fee $375.00

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

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.
(Applicant or agent must be present at all public hearings)

Date of Consultation 04/01/2026 Staff's Initials _____

PURPOSE OF VARIANCE REQUEST Reduction of Minimum Lot Size (Deleted)
Reduction of front setback from forty (40) feet to twenty (20) feet

LAND USE PROPERTY ADDRESS 3227 Old 41 Highway, N.W.

Land Lot 126 Tax Parcel 20012600270 Lot Size (Overall) 12.216 / 10.653 (Strickland Parcel) Current Zoning R-20, NS (Cobb)

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Home#)_____(Work#) [redacted] (Cell#) _____

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 6, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2029

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

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

Representative Signature BY: _____
J. Kevin Moore: GA Bar No. 519728: Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

TITLEHOLDER: Rosemary James Strickland **Telephone:** [redacted]

Signature: _____ **Address:** [redacted]
Rosemary James Strickland

Signed, sealed and delivered in presence of: _____ April 9, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

Application No. ZV2026-003

(Amended June 29, 2026) Date Received _____
(Page 2 of 2) Staff's Initials _____

VARIANCE APPLICATION
Required Fee $375.00

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

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.
(Applicant or agent must be present at all public hearings)

Date of Consultation 04/01/2026 Staff's Initials _____

PURPOSE OF VARIANCE REQUEST Reduction of Minimum Lot Size (Deleted)
Reduction of front setback from forty (40) feet to twenty (20) feet

LAND USE PROPERTY ADDRESS 3137 Robin Drive

Land Lot 126 Tax Parcel 20012600260 Lot Size 12.216 (Overall) 1.563 (Torres Parcel) Current Zoning R-20 (Cobb)

APPLICANT Traton, LLC

APPLICANT EMAIL [redacted]

Applicant address 720 Kennesaw Avenue, Marietta, GA 30060

(Home#)_____(Work#) [redacted] (Cell#) _____

Applicant Signature BY: _____
William C. Poston, Jr., Authorized Signatory

Signed, sealed and delivered in presence of: _____ May 1, 2026
Notary Date

VALERIE ASEFF NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 29, 2028

REPRESENTATIVE Moore Ingram Johnson & Steele, LLP - J. Kevin Moore

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

Representative Signature BY: _____
J. Kevin Moore GA Bar No. 519728, Attorneys for Applicant and Titleholder

Signed, sealed and delivered in presence of: _____ May 15, 2026
Notary Date

CAROLYN E COOK NOTARY PUBLIC COBB COUNTY, GA

TITLEHOLDER: Victor Torres **Telephone:** [redacted]

Signature: _____ **Address:** 3137 ROBIN DR. NW. KENNESAW GA 30144
Victor Torres

Signed, sealed and delivered in presence of: Cilia Rodriguez 04/25/2026, 2026
Notary Date

CILIA RODRIGUEZ NOTARY PUBLIC BARTOW COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 09, 2030

CASE NUMBER		LAND USE OR ZONING FROM	TO
AV	LU		
AX 2026-001	RZ 2026-005	County R-20 & NS	RA-6
DX			
HBR			
SLUP			
ZV 2026-003			

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

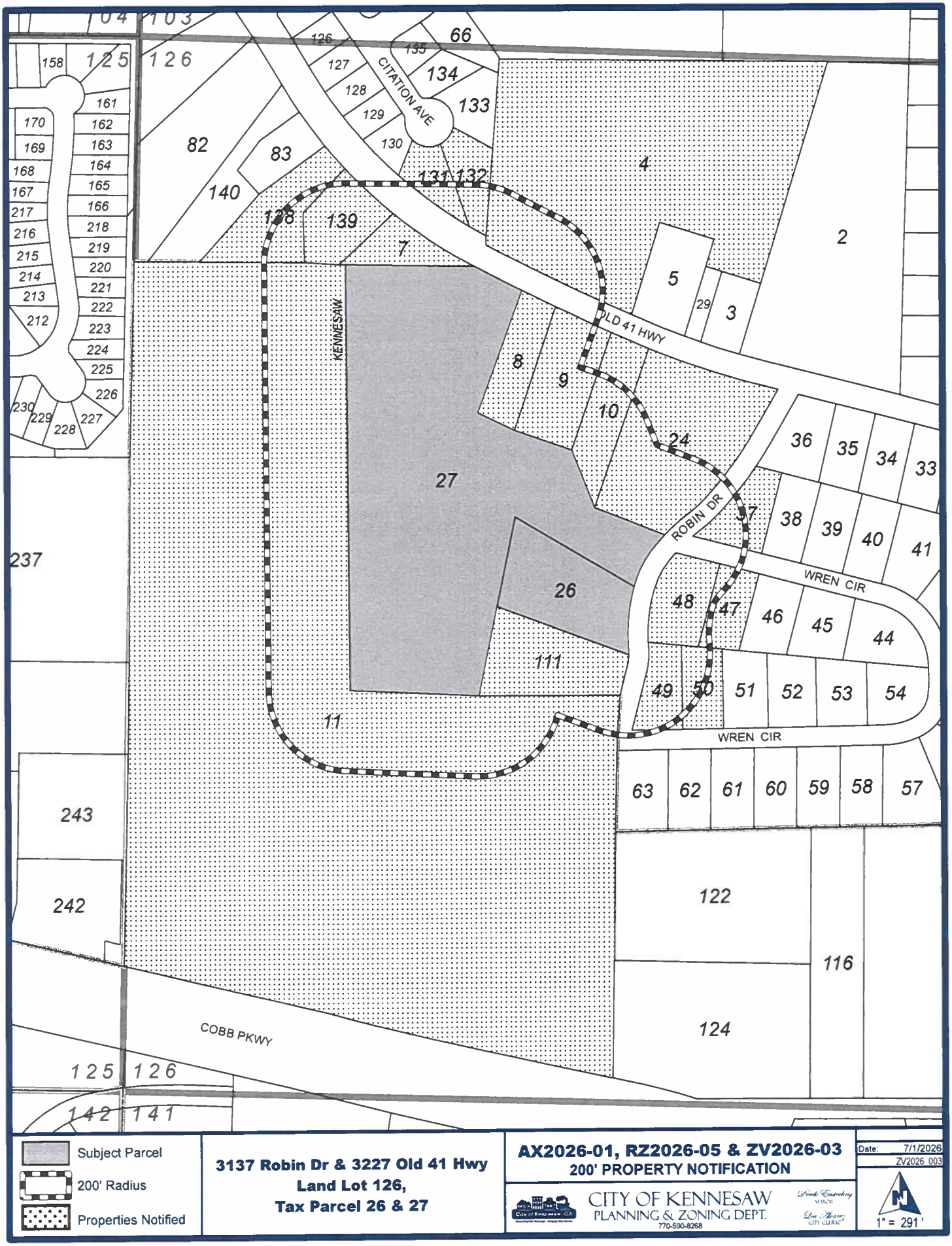
R-10 ZONING
KENNESAW CITY LIMITS
COBB COUNTY
99 LAND LOT

3137 Robin Dr &
3227 Old 41 Hwy
Land Lot 126, Tax Parcels 26 & 27
Subject Property

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

Mayor
City Clerk

Scale: 1" = 200'
Print Date: 7/1/2026
ZV2026_003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KENNESAW
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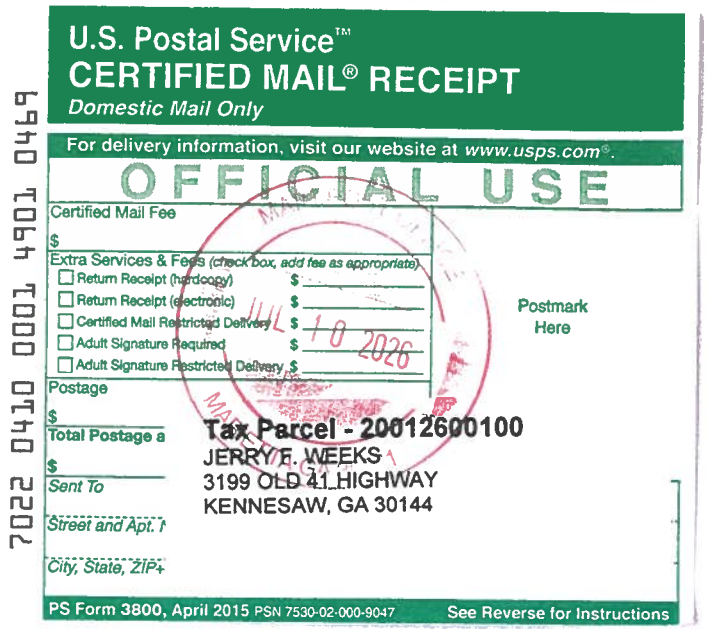
237
243
242
122
116
124
COBB PKWY
125
126
142
141
Subject Parcel
200' Radius
Properties Notified
3137 Robin Dr & 3227 Old 41 Hwy
Land Lot 126,
Tax Parcel 26 & 27
AX2026-01, RZ2026-05 & ZV2026-03
200' PROPERTY NOTIFICATION
CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268
Date: 7/1/2026
ZV2026_003
1" = 291'



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- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

Total Postage a
$

Sent To

Street and Apt. I

City, State, ZIP+

JUL 10 2026

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7022 0410 0001 4901 0469

Tax Parcel - 20012600100
JERRY F. WEEKS
3199 OLD 41 HIGHWAY
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Tax Parcel - 20012600240
DOUGLAS W. OWEN
KAREN SCOTT
3189 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144 – 1145

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
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Total Postage a
$

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Street and Apt. I

City, State, ZIP+

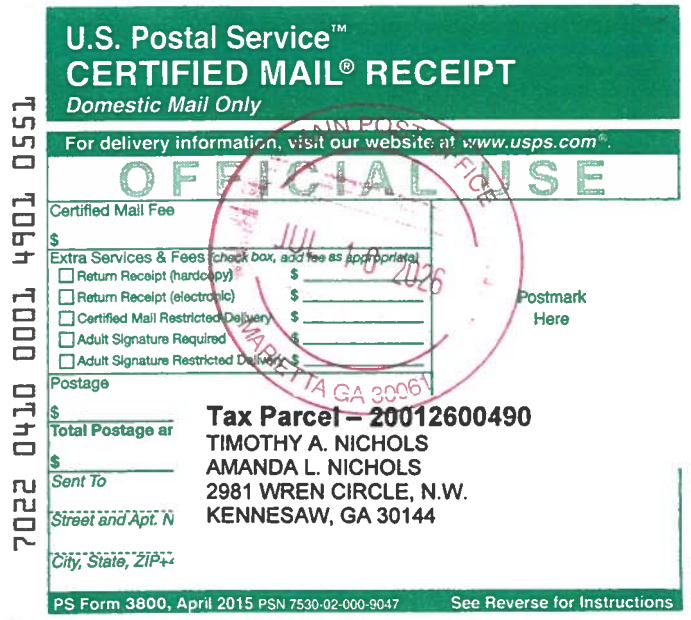
JUL 10 2026

Postmark Here

7022 0410 0001 4901 0476

Tax Parcel – 20012600070
NELSON LOPEZ
3281 OAKCLIFF ROAD
DORAVILLE, GA 30340

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

Total Postage ar
$

Sent To

Street and Apt. N

City, State, ZIP+

JUL 10 2026

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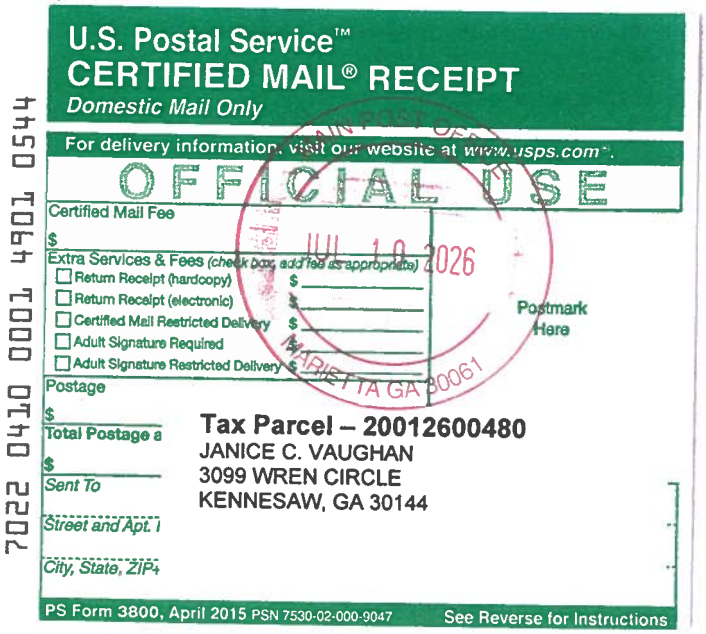
7022 0410 0001 4901 0551

Tax Parcel – 20012600490
TIMOTHY A. NICHOLS
AMANDA L. NICHOLS
2981 WREN CIRCLE, N.W.
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

Total Postage a
$

Sent To

Street and Apt. I

City, State, ZIP+

JUL 10 2026

Postmark Here

7022 0410 0001 4901 0544

Tax Parcel – 20012600480
JANICE C. VAUGHAN
3099 WREN CIRCLE
KENNESAW, GA 30144

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $
- Adult Signature Required $
- Adult Signature Restricted Delivery $

Postage
$

Total Postage an
$

Sent To

Street and Apt. N

City, State, ZIP+

JUL 10 2026

Postmark Here

7022 0410 0001 4901 0537

Tax Parcel – 20012600470
VIRGINIA F. HOGARD
3091 WREN CIRCLE
KENNESAW, GA 30144-1135

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Return Receipt (electronic)
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Adult Signature Required
Adult Signature Restricted Delivery
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Total Postage a
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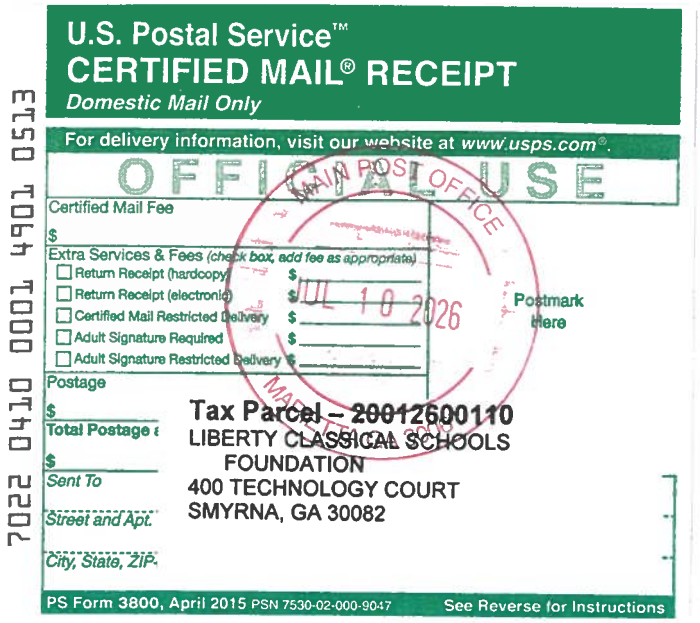
Postmark Here
JUL 10 2026
7022 0410 0001 4901 0520
Tax Parcel – 20012600260
VICTOR TORRES
3137 ROBIN DRIVE
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions



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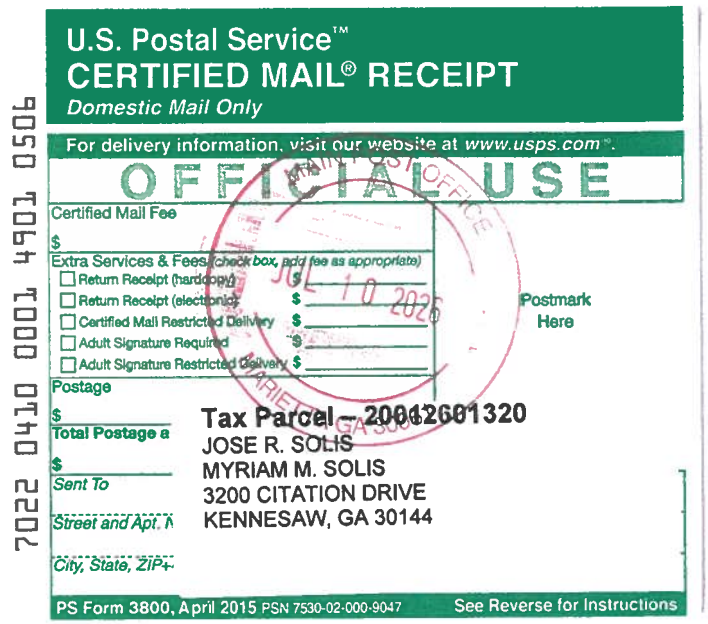
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage
Sent To
Street and Apt.
City, State, ZIP+
Postmark Here
JUL 10 2026
7022 0410 0001 4901 0513
Tax Parcel – 20012600110
LIBERTY CLASSICAL SCHOOLS FOUNDATION
400 TECHNOLOGY COURT
SMYRNA, GA 30082
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions



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Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
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Postmark Here
JUL 10 2026
7022 0410 0001 4901 0506
Tax Parcel – 20012601320
JOSE R. SOLIS
MYRIAM M. SOLIS
3200 CITATION DRIVE
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions

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Return Receipt (electronic)
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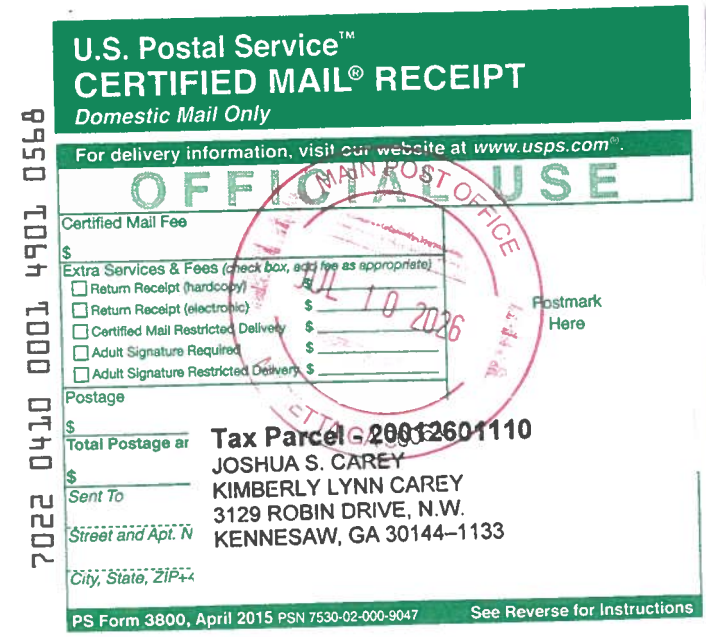
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. I
City, State, ZIP+
Postmark Here
JUL 10 2026
7022 0410 0001 4901 0490
Tax Parcel – 20012600500
JOSIAH BENNETT HILL, JR.
PATRICIA ANN HILL
2993 WREN CIRCLE, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions



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Adult Signature Required
Adult Signature Restricted Delivery
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Total Postage ar
Sent To
Street and Apt. N
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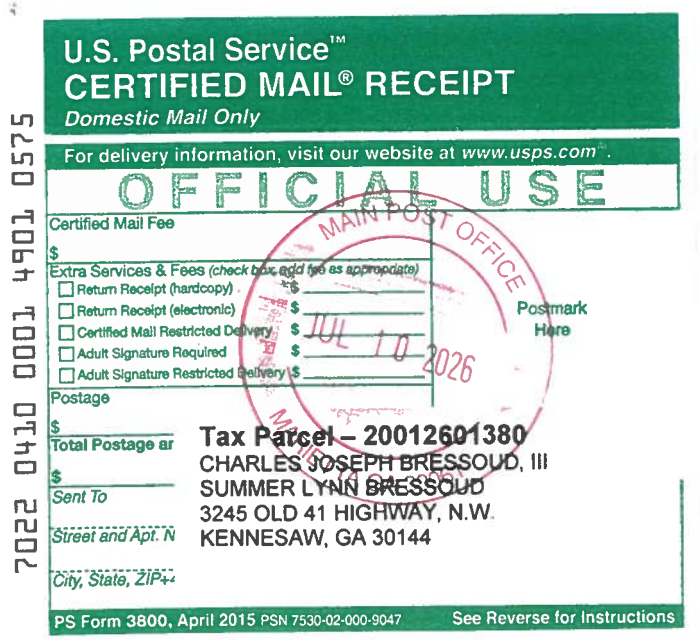
Postmark Here
JUL 10 2026
7022 0410 0001 4901 0568
Tax Parcel – 20012601110
JOSHUA S. CAREY
KIMBERLY LYNN CAREY
3129 ROBIN DRIVE, N.W.
KENNESAW, GA 30144–1133
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions



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Return Receipt (electronic)
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Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage ar
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
JUL 10 2026
7022 0410 0001 4901 0575
Tax Parcel – 20012601380
CHARLES JOSEPH BRESSOUD, III
SUMMER LYNN BRESSOUD
3245 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
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Return Receipt (electronic)
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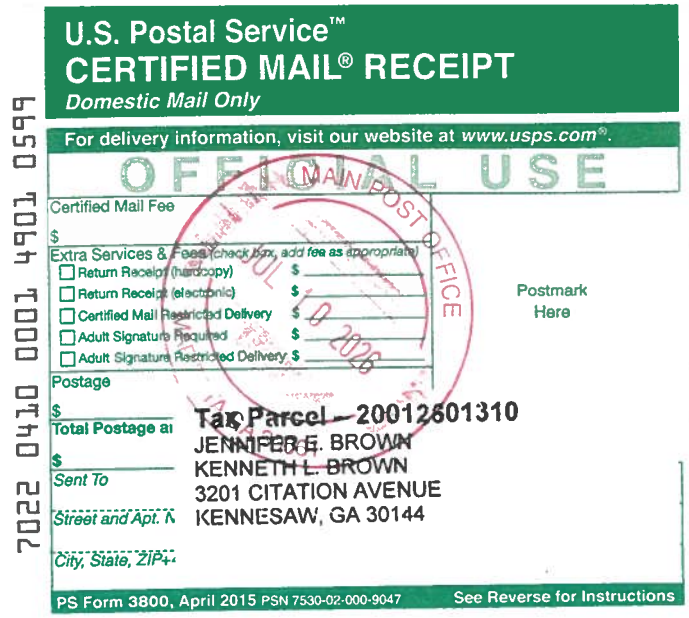
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012601390
FRANCYNE GARCIA TERRA MACEDO
3339 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions


7022 0410 0001 4901 0599
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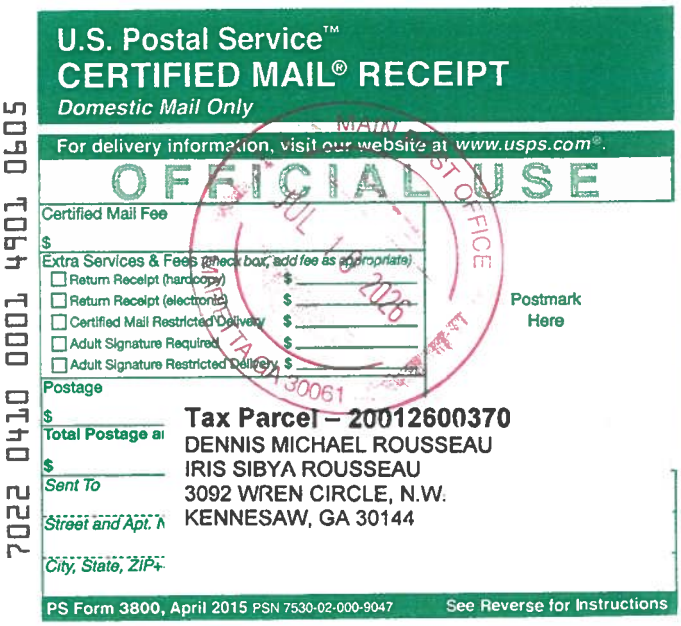
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012601310
JENNIFER E. BROWN
KENNETH L. BROWN
3201 CITATION AVENUE
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions


7022 0410 0001 4901 0605
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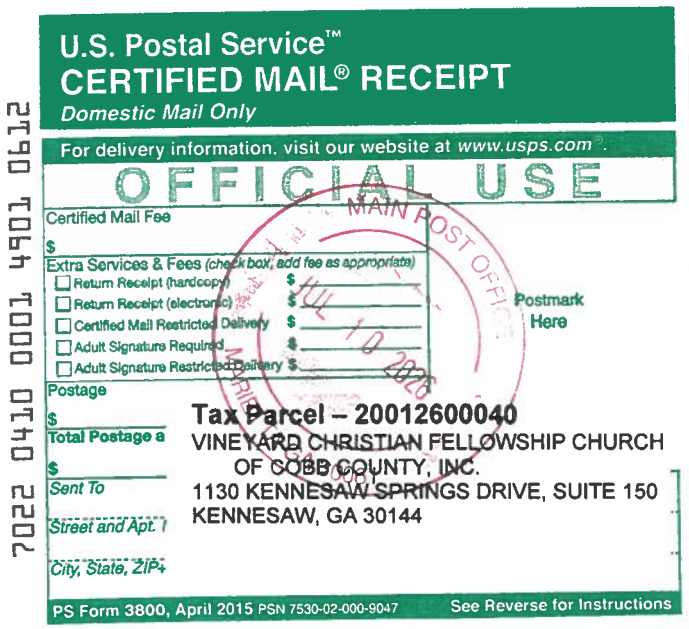
Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
JUL 10 2026
Tax Parcel – 20012600370
DENNIS MICHAEL ROUSSEAU
IRIS SIBYA ROUSSEAU
3092 WREN CIRCLE, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions


7022 0410 0001 4901 0612
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Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt.
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600040
VINEYARD CHRISTIAN FELLOWSHIP CHURCH
OF COBB COUNTY, INC.
1130 KENNESAW SPRINGS DRIVE, SUITE 150
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
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Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600080
BETTY L. CHAMBERS
3213 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144-1127
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions

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Return Receipt (hardcopy)
Return Receipt (electronic)
Certified Mail Restricted Delivery
Adult Signature Required
Adult Signature Restricted Delivery
Postage
Total Postage a
Sent To
Street and Apt. N
City, State, ZIP+
Postmark Here
MAIN POST OFFICE
JUL 10 2026
Tax Parcel – 20012600080
KRISTIN GOODRICH
3207 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144
PS Form 3800, April 2015 PSN 7530-02-000-9047
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012601310
JENNIFER E. BROWN
KENNETH L. BROWN
3201 CITATION AVENUE
KENNESAW, GA 30144

9590 9402 8958 4064 4650 50

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0599

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☑ Agent ☐ Addressee

B. Received by *(Printed Name)* K Brown C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600500
JOSIAH BENNETT HILL, JR.
PATRICIA ANN HILL
2993 WREN CIRCLE, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4651 04

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0490

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600080
BETTY L. CHAMBERS
3213 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144–1127

9590 9402 8958 4064 4650 98

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0636

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 7/30

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

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

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel - 20012600240
DOUGLAS W. OWEN
KAREN SCOTT
3189 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144 – 1145

9590 9402 8958 4064 4653 88

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0483

COMPLETE THIS SECTION ON DELIVERY

A. Signature
[signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Doug Owen C. Date of Delivery 7/30

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

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

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

USPS TRACKING #

9590 9402 8958 4064 4650 50

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

United States Postal Service

RECEIVED
JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4650 74

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

United States Postal Service

RECEIVED
JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4650 88

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

United States Postal Service

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JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

USPS TRACKING #

9590 9402 8958 4064 4653 86

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

United States Postal Service

RECEIVED
JUL 15 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ-2026-05

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600070
NELSON LOPEZ
3281 OAKCLIFF ROAD
DORAVILLE, GA 30340

9590 9402 8958 4064 4653 71

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0476

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

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

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

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Tax Parcel – 20012600090
KRISTIN GOODRICH
3207 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4650 81

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0629

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X K. Goodrich ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* K. Goodrich | C. Date of Delivery 7/15/26

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
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☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

1. Article Addressed to:

Tax Parcel – 20012600080
TIMOTHY A. NICHOLS
AMANDA L. NICHOLS
2981 WREN CIRCLE, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4653 64

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0551

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Amanda Nichols | C. Date of Delivery 7/14/2026

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tax Parcel - 20012600100
JERRY F. WEEKS
3199 OLD 41 HIGHWAY
KENNESAW, GA 30144

9590 9402 7567 2098 2222 31

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0469

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* JERRY F. WEEKS | C. Date of Delivery 7/14/2026

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

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
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Domestic Return Receipt

USPS TRACKING #

9590 9402 8958 4064 4653 71

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

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 8958 4064 4653 88

First-Class Mail
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Permit No. G-10

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Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 8958 4064 4653 64

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

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

USPS TRACKING #

9590 9402 7567 2098 2222 31

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

United States
Postal Service

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 16 2026
CITY OF KENNESAW

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Tax Parcel – 20012601390
FRANCYNE GARCIA TERRA MACEDO
3339 OLD 41 HIGHWAY, N.W.
KENNESAW, GA 30144

9590 9402 8958 4064 4650 43

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

7022 0410 0001 4901 0582

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☑ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

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

3. Service Type

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

USPS TRACKING #

9590 9402 8958 4014 4450 43

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

United States
Postal Service

RECEIVED
JUL 13 2026
CITY OF KENNESAW

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel – 20012600470
VIRGINIA F. HOGARD
3091 WREN CIRCLE
KENNESAW, GA 30144-1135

9590 9402 8958 4064 4653 40

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0537

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☑ Addressee

B. Received by *(Printed Name)* V. A. Hogard
C. Date of Delivery 7/15/26

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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- ☐ Insured Mail Restricted Delivery (over $500)
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Page 348 of 591

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

Tax Parcel - 20012601110
JOSHUA S. CAREY
KIMBERLY LYNN CAREY
3129 ROBIN DRIVE, N.W.
KENNESAW, GA 30144–1133

9590 9402 8958 4064 4650 29

2. Article Number *(Transfer from service label)*
7022 0410 0001 4901 0568

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Joshua Carey
C. Date of Delivery 07/15/2026

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

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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9590 9402 8958 4064 4653 40

First-Class Mail
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USPS
Permit No. G-10

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

Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 17 2026
CITY OF KENNESAW

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15 JUL 2026 PM 8 L

9590 9402 8958 4064 4650 29

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USPS
Permit No. G-10

United States
Postal Service

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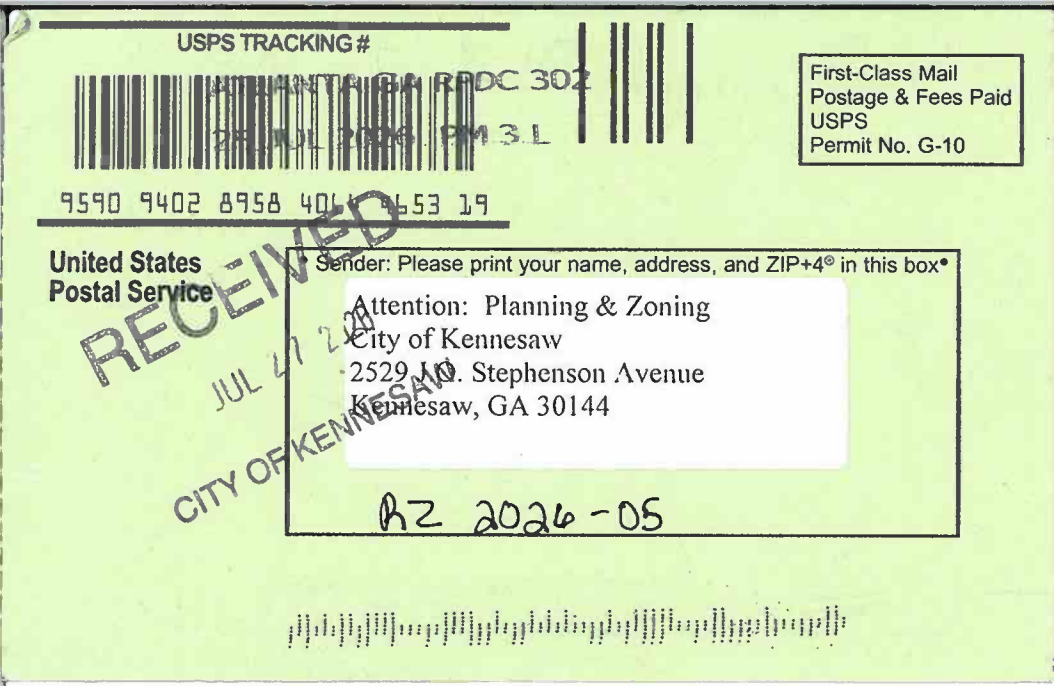
Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

RZ 2026-05

RECEIVED
JUL 17 2026
CITY OF KENNESAW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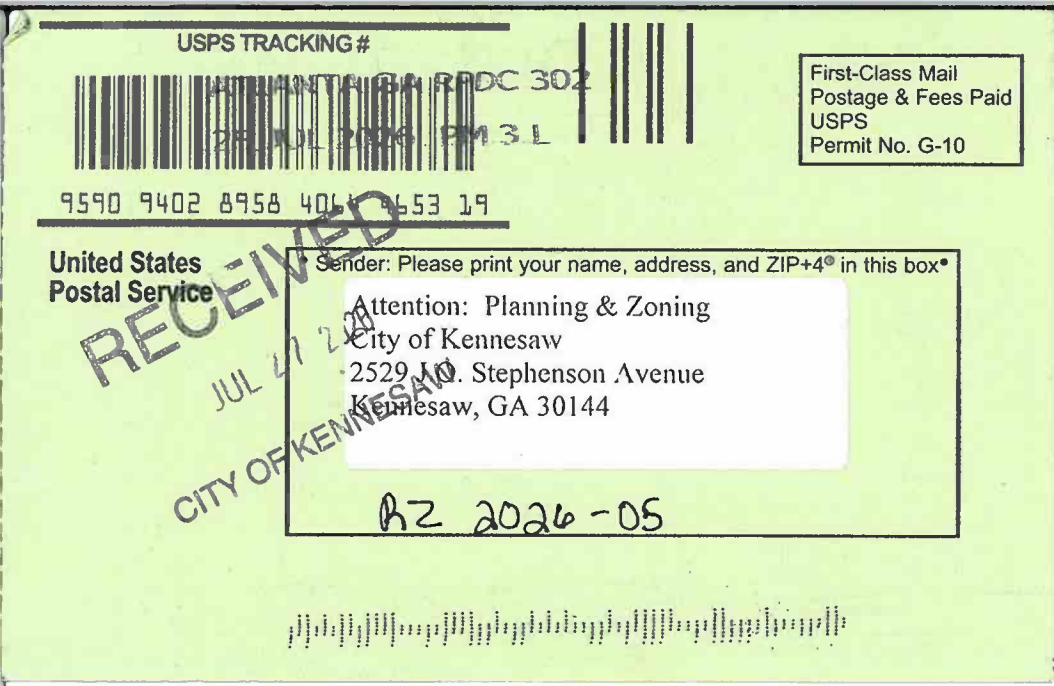
JUL 17 2026
CITY OF KENNESAW
Sender: Please print your name, address, and ZIP+4® in this box
Attention: Planning & Zoning
City of Kennesaw
2529 Jr. Stephenson Avenue
Kennesaw, GA 30144
RZ 2026-05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Permit No. G-10
United States
Postal Service
RECEIVED
JUL 17 2026
CITY OF KENNESAW
Sender: Please print your name, address, and ZIP+4® in this box
Attention: Planning & Zoning
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
RZ 2026-05

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: KELLY HICKS — Printed at 07/15/26 09:27 by khick-tj

Acct #: 110016 — Ad #: 567704 — Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 07/17/2026 — Stop: 07/17/2026
Times Ord: 1 — Times Run: ***
LEG 1.00 X 2.95 Words: 200
Total LEG 2.95
Class: 8003 PUBLIC HEARING
Rate: LEGL — Cost: 30.00
Ad Descrpt: PH-4278 3227 OLD HWY 41
Descr Cont: MDJ-4278 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: 3227 OLD HWY 41
Created: khick 07/15/26 09:22
Last Changed: khick 07/15/26 09:27

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV, ns
Agency:

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	07/17

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

_____ _____
Name (print or type) Name (signature)

.

MDJ-4278
GPN-16
CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a variance request submitted by Traton, LLC. Said request is to vary from the minimum front setback required for RA-6, Residential District, as outlined in the Unified Development Code under Appendix A, Section 2.01.03.10, from forty (40) feet to twenty (20) feet. The properties are located at 3227 Old 41 Highway & 3137 Robin Drive (20012600270 & 20012600260) and lie in Land Lot 126, Tax Parcels 27 & 26, 20th District, 2nd Section, Cobb County, Georgia.

Said meetings shall be held before the Planning Commission on August 5, 2026, at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on August 17, 2026, at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: https://www.kennesaw-ga.gov/publicmeetings/

7:17-2026

CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # AX2026-01 / RZ2026-05
PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.
DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.
For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
CITY OF KENNESAW
LAND USE NOTICE
APPLICATION # ZV2026-03
PURPOSE Variance to reduce the minimum front setback for RA-6 from 40ft to 20ft
DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM
DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM
PLACE: CITY HALL KENNESAW, GA
Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.
For specific public meeting guidelines and access to all application information please visit our website
HTTP://WWW.KENNESAW-GA.GOV
FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268
07.17.2026 09:55

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # AX2026-01 / RZ2026-05

PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # ZV2026-03

PURPOSE Variance to reduce the minimum front setback for RA-6 from 40ft to 20ft

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol. For specific public meeting guidelines and access to all application information please visit our website

HTTP://WWW.KENNESAW-GA.GOV

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

07.17.2026 09:57

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # AX2026-01 / RZ2026-05

PURPOSE Annex and rezone from County R-20 and County NS to City RA-6 to develop a single family detached community.

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.

For specific public meeting guidelines and access to all application information please visit our website :

HTTP://WWW.KENNESAW-GA.ORG

FOR FURTHER INFORMATION PLEASE CALL

CITY OF KENNESAW
LAND USE NOTICE

APPLICATION # ZV2026-03

PURPOSE Variance to reduce the minimum front setback for RA-6 from 40ft to 20ft

DATE OF PUBLIC MEETING: 8/5/2026 TIME: 6:30PM

DATE OF PUBLIC MEETING: 8/17/2026 TIME: 6:30PM

PLACE: CITY HALL KENNESAW, GA

Due to the priority for public health and safety, the City of Kennesaw will implement a public meeting protocol / system for community participation in compliance to social distancing protocol.

For specific public meeting guidelines and access to all application information please visit our website :

HTTP://WWW.KENNESAW-GA.ORG

07.17.2026 09:53

MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
August 5, 2026
6:30 PM

---

1. Call to Order / Roll Call

Chairman Bodenhamer called the meeting to order at 6:30 p.m.
Roll Call: Trey Bodenhamer, Rebecca Patterson, Carolyn Greenall, Robert Trim, Douglas Butler
Absent: Todd Vande Zande
Staff Present: Chanelle Campbell (Planning & Zoning Administrator), Priscilla Coley (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)
Speakers Present: Gregory Miller (Applicant), Kevin Moore (Attorney, Traton Representative), Jose Solis, Jerry Weeks, Helen Daugherty, Mary Kelly, Myriam Solis, James Baughman, Patricia White, Lisa Leavell, and Alan Daugherty

2. Announcements

A. All interested parties may attend the meeting at the City Hall Council Chambers. For those unable to attend in person, the meeting may be accessed using the following link: https://www.kennesaw-ga.gov/publicmeetings/. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.

B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: https://arcg.is/1q1ubX0.

C. New business items on this agenda will be heard by the Mayor and Council on August 17, 2026

3. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: June 3, 2026

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

4. New Business

A. **LU2026-04** - Consideration of approval of a land use request submitted by Gregory Miller for the property located at 3786 North Hampton Drive (20009000170). Said request is to obtain a home occupation business license to operate a home embroidery business. Property is zoned R-15, Single Family Residential, consists of 0.48 +/- acres and lies in Land Lot 90, Tax Parcel 17.

Chairman Bodenhamer called for a motion
Motion by Commissioner Trim to approve with the following conditions:
1. The land use permit is limited to, exclusive for and only valid for the current applicant and the life of this particular business and use, and it is not transferable. Any changes would require additional review and approval.
2. There shall be no clients, customers or employees at this location. Nor shall there be any evidence of a home based business visible from the public right-of-way including no signs and no more than one commercial vehicle dedicated to this business.
3. No activity on the property shall produce noise, vibration, odors, fumes, smoke, dust, or other emissions that are reasonably likely to create a nuisance or materially impact the health, safety, comfort, or welfare of occupants of surrounding properties.
4.The land use permit is valid for 24-months starting from the date of approval.
Seconded by Commissioner Greenall
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

B. **AX2026-01** - Consideration to annex property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and County R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 26 and 27.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Trim
Seconded by Commissioner Butler
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

C. **RZ2026-05** - Consideration to rezone property located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260) from County Neighborhood Shopping (NS) and R-20, Single Family Residential to City RA-6, Residential District as submitted by Traton, LLC. Said request is for the development of a single family detached community. Property consists of 12.216 +/- acres and lies in Land Lot 126, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion by Commissioner Butler to approve with the following conditions:
1. The rezoning of the Subject Property to City RA-6, (Single Family) Residential zoning district shall be in accordance with the technical and conceptual site plans submitted concurrently with the application and shall comply with the required front, side, and rear setbacks as outlined in the UDC for RA-6 zoning district.

2. The Subject Property shall be developed as a residential subdivision consisting of a maximum of thirty-five (35) single family detached homes, each with a two-car garage and additional driveway space with a minimum depth of 20 feet, measured from the sidewalk.
3. The development shall maintain its workforce housing intent by offering homes at an anticipated price point consistent with the application (approximately $400,000, subject to market conditions).
4. Architectural style and building composition shall be in reasonable conformity with the renderings/elevations submitted with the application. Exterior materials shall consist of high quality finishes, including brick, stone, stacked stone, cementitious lap siding, architectural shingles, board and batten.
5. The development shall include pocket parks and designated open-space areas, professionally designed and integrated into the subdivision layout.
6. Compliance with the recommendations from the City Engineer and/or the City's Public Works Director regarding detention, water quality and stormwater management.
7. Compliance with the recommendations from Cobb Department of Transportation regarding traffic infrastructures and access management.
8. Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed development; any potential impact to the stream(s) due to revisions to the site plans will require a variance.
9. Landscaping for the entrance area, signage areas, amenity and all other common areas immediately surrounding the proposed buildings shall be professionally designed, implemented and maintained, which shall include the installation of an irrigation system in areas where appropriate
10. The proposed community shall utilize the City or Cobb County utility services as is typical for such residential development.
11. Compliance with recommendations from the Cobb County Water System with respect to the availability and accessibility of water and sewer for the site.
12. Applicant shall create a mandatory Homeowners Association ("HOA") and prepare and file a Declaration of Covenants, Conditions and Restrictions ("CCRs") to be made applicable to the Property, which shall include, among other components, a restriction on the total number of units that may be rented at any one time to no more than 10% of the total number of units.
13. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, stormwater management systems, driveways and parking lot.
14. Traffic shall be limited to only Old 41 Highway and no access shall be granted through Robin Drive for the development
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken. Commissioner Patterson, Commissioner Trim, and Commissioner Butler voted in favor. Commissioner Greenall voted against. 3-1. Motion carried.

D. **ZV2026-03** - Consideration for approval of a variance application submitted by

Traton, LLC for the properties located at 3227 Old 41 Highway and 3137 Robin Drive (20012600270 & 20012600260). Said request is to reduce the minimum front setback required for RA-6, Residential district from forty (40) feet to twenty (20) feet. Property consists of 12.216 +/- acres and lies in Land Lot 26, Tax Parcels 27 and 26.

Chairman Bodenhamer called for a motion
Motion to approve by Commissioner Greenall
Seconded by Commissioner Trim
Chairman Bodenhamer proceeded with a roll call for approval.
Vote taken, motion unanimously approved 4-0. Motion carried.

5. Staff Comment

6. Adjourn

Chairman Bodenhamer called for a motion to adjourn
Motion to adjourn by Commissioner Butler
Seconded by Commissioner Greenall
Chairman Bodenhamer adjourned the meeting at 8:09 p.m.

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 10, 2026

TITLE: **Minutes: July 27, 2026 First Millage Rate Hearing**
Approval of the July 27, 2026, City Council millage rate hearing minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-07-27 First Millage Rate Hearing 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/
July 27, 2026
6:00 PM

Present	Mayor Derek Easterling
	Mayor Pro Tem Antonio Jones
	Councilmember Madelyn Orochena
	Councilmember Tracey Viars
	Councilmember Anthony Gutierrez-Leon
	Deputy City Clerk Nicholas Simpson
	City Manager Jeff Drobney
	City Attorney Sam Hensley, Jr.

DRAFT

1. Invocation

The Chamber observed the invocation led by Mayor Derek Easterling.

2. Pledge of Allegiance

The Chamber recited the Pledge of Allegiance led by Kennesaw Police Captain Kevin Mitchell.

3. Call to Order

The First Millage Rate Hearing began promptly at 6:00 PM. Council member Jonathon Bothers was not present.

4. Announcements

Mayor Derek Easterling opened the First Public Hearing on the City of Kennesaw's proposed millage rate with the following remarks:

As required by Georgia law, the City of Kennesaw is holding this public hearing on the proposed millage rate. I want to take a moment to explain an important point that can often be confusing. State law requires this hearing to be advertised as a tax increase because of the way the rollback rate is calculated. However, maintaining the City's current millage rate does not automatically mean that Kennesaw homeowners will pay higher City property taxes. This is because of the City's Floating Homestead Exemption. This exemption was specifically designed to protect homeowners who live in and have homesteaded their primary residence from paying higher City property taxes simply because their property's taxable value has increased.

For homeowners who have a homestead exemption on their primary residence, the assessed value used for calculating City property taxes does not increase due to market appreciation. In other words, as property values rise, the exemption "floats" to offset those increases, helping to keep the City's assessed value for that home

essentially the same from year to year, unless there are improvements made to the property or other qualifying changes. In short, maintaining the current millage rate does not constitute a tax increase for the vast majority of Kennesaw homesteaded homeowners. The City's proposed millage rate of 7.75 mills simply maintains the current rate.

It is important to note that this protection applies to qualified homesteaded primary residences. Property owners who do not qualify for the homestead exemption — such as commercial properties, rental properties, second homes, or vacant land — may see changes in their City property taxes if their assessed values increase. The Mayor and Council remain committed to being good stewards of taxpayer dollars while maintaining the exceptional quality of services that make Kennesaw a great place to live, work, and do business.

DRAFT

5. Presentations

6 Public Comment

.

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

The Mayor opened and closed the floor for public comment(s).

6:03 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:04 PM FLOOR CLOSED FOR PUBLIC COMMENT

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. **First Public Hearing: Maintenance and Operation (M&O) Millage Rate** Consideration to approve a Resolution adopting the Maintenance and Operation (M&O) Millage Rate.

City Finance Director Jennifer Gordy introduced Property Tax Administrator Megan Turner, who delivered an overview of item 10A on the agenda: Maintenance and Operations (M &O) Millage Rate.
Per Ms. Tuner, the City of Kennesaw is proposing a millage rate of 7.75 mills for M&O which is the same as last year. The dates of the public hearings and the Current 2026 Tax Digest and 5 Year History of Levy were properly advertised in the Marietta Daily Journal on July 18, 2026, whereas the other advertisements were published on both July 18 and 25, 2026 in accordance with O.C.G.A. Section 48-5-32. The second and third public hearings will take place on August 3, 2026, at 10:30 a.m. and 6:30 p.m.,

respectively.

City Finance Director Jennifer Gordy delivered brief remarks concerning the millage rate process. As required by Georgia law, the City of Kennesaw is holding this public hearing regarding the proposed millage rate. Residents who have a Floating Homestead Exemption on their primary residence will not pay higher taxes. The exemption is designed to “float” to offset increases in property value, keeping the assessed value the same from year to year. As a result, maintaining the current millage rate does not constitute a tax increase for the vast majority of Kennesaw homeowners who have homesteaded their primary residence. (See chart below entitled "Homestead Property.")

DRAFT

Homestead Property				
Tax Year 2025				
Fair Market Value of Home	$260,510			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$104,204	53,016	51,188	7.75	$396.71
Tax Year 2024				
Fair Market Value of Home	$255,810			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$102,324	51,136	51,188	7.75	$396.71

The City's proposed millage rate of 7.75 mills simply maintains the current rate. It is important to note that this protection applies to qualified homesteaded primary residences. Property owners who do not qualify for the homestead exemption—such as commercial properties, rental properties, second homes, or vacant land—may see changes in their City property taxes if their assessed values increase. (See chart below entitled "Non-Homesteaded Property.")

Non Homestead Property				
Tax Year 2025				
Fair Market Value of Home	$260,510			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$104,204	0	104,204	7.75	$807.58
Tax Year 2024				
Fair Market Value of Home	$255,810			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$102,324	0	102,324	7.75	$793.01

6:09 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:10 PM FLOOR CLOSED FOR PUBLIC COMMENT

B. **First Public Hearing: Bond Millage Rate**
Consideration to approve a Resolution adopting the Bond Millage Rate.

Property Tax Administrator Megan Turner delivered an overview of item 10B on the agenda: Bond Millage Rate.

Per Ms. Tuner, the City of Kennesaw is proposing a millage rate of 1.4 for the Bond, which is the same as last year. The Bond millage rate is levied to fund the debt service on the $15 million Recreation and Traffic Safety Bonds that were approved by the voters September 21, 2004. The dates of the public hearings and the Current 2026 Tax Digest and 5-Year History of Levy were properly advertised in the Marietta Daily Journal on July 18, 2026, whereas the other advertisements were published on both July 18 and 25, 2026 in accordance with O.C.G.A. Section 48-5-32. The second and third public hearings will take place on August 3, 2026, at 10:30 a.m. and 6:30 p.m., respectively.

6:09 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:10 PM FLOOR CLOSED FOR PUBLIC COMMENT

11. Consent Agenda

12. General and Administrative

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.

DRAFT

The Mayor opened and closed the floor for public comment(s).

6:10 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:11 PM FLOOR CLOSED FOR PUBLIC 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

Mayor Easterling adjourned the hearing at 6:11 p.m. The next Council work session will be held on Monday, July 27, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Respectfully submitted,

Nicholas Simpson, Deputy City Clerk

DRAFT

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council First Millage Rate Hearing
7/27/2026
Public Comment Sign-in

	Name	Address	Topic
1	Jerry Lyons	2111 Forest Dr.	Millage Rate
2	Matthew Mayo	2570 Woodland Dr.	millage Rate
3			
4	Lois McFarland	2726 S. Main St. Kenne NW	Housing
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Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 10, 2026

TITLE: **Minutes: July 27, 2026 Work Session**
Approval of the July 27, 2026, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-07-27 City Council Work Session Draft Minutes

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

Livestream: www.kennesaw-ga.gov/publicmeetings/
July 27, 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
	Deputy City Clerk Nicholas Simpson
	City Manager Jeff Drobney
	City Attorney Sam Hensley, Jr.

DRAFT

1. Invocation

2. Pledge of Allegiance

3. Call to Order

Mayor Derek Easterling called the work session to order at 6:30 p.m.

4. Announcements

5. Presentations

6. Old Business

7. New Business

8. Committee and Board Reports

9. Public Hearing(s)

A. **Third and Final Public Hearing: Maintenance and Operation (M&O) Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Maintenance and Operation (M&O) Millage Rate.

As a follow-up to the first millage rate hearing, Mayor Easterling asked Finance Director Jennifer Gordy if she would like to provide additional comment on the third and final public hearing on the City's maintenance and operations (M&O) millage rate, which will be held at the Council's regular meeting on Monday, August 3, 2026. Gordy responded that she had no further comments.

B. **Third and Final Public Hearing: Bond Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Bond Millage Rate.

As a follow-up to the first millage rate hearing, Mayor Easterling asked Finance Director Jennifer Gordy if she would like to provide additional comment on the third and final public hearing on the City's bond millage rate, which will be held at the Council's regular meeting on Monday, August 3, 2026. Gordy responded that she had no further comments.

10. Consent Agenda

11. General and Administrative

12. Public Safety

DRAFT

A. **Resolution: 911 Console Project Cost Increase**
Consideration for approval of a Resolution authorizing additional funds for the 911 Dispatch Console Replacement Project.

Kennesaw 911 Director Nikki McGraw presented for approval of a Resolution authorizing additional funds for the 911 Dispatch Console Replacement Project. Staff is requesting approval to increase the previously approved console project funding from $116,372.49 to $131,112.82.

During the initial budget planning process, the renovation project was estimated at approximately $125,000. A vendor quote was subsequently received in the amount of $116,372.49, which was approved by Mayor & Council. As the project moved forward, additional coordination and internal review were completed prior to finalizing the purchase. During that timeframe, the vendor provided updated pricing, resulting in a revised project cost of $131,112.82.

Staff have continued working to move the project forward. However, the revised vendor quote exceeds the amount previously approved by Mayor & Council. Although $125,000 was included in the FY26 budget for this project, the revised vendor quote of $131,112.82 exceeds the original project budget by $6,112.82.

Approval is requested to increase the previously approved project funding from $116,372.49 to $131,112.82 in order to proceed with the project. The additional $6,112.82 in funding will come from the 911 reserve funds.

Director McGraw recommends approval.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 08-03-2026 regular City Council meeting.

13. Information Technology

14. Public Works and Building Maintenance

A. **Resolution: 2026 Pipe Rehabilitation Project**
Consideration for approval of a Resolution to award the Bid and Contract for the 2026 Pipe Rehabilitation Project to Video Industrial Services.

Public Works Director Ricky Stewart presented for approval a Resolution to award the Bid and Contract for the 2026 Pipe Rehabilitation Project to Video Industrial Services.

Requests for Bids were advertised to repair failing storm water pipes throughout the City. Thirteen (13) bids were received. The lowest bid was found to be an incomplete submission; therefore, the lowest bid considered was from Video Industrial Services. The bid amount was $319,570.00.

DRAFT

The Public Works Director recommends approval of bids, award of the contract to Video Industrial Services for $319,570 and recommends the Mayor to sign the attached Contract and Resolution.

Council member Tracey Viars commented that the draft contractual agreement between the City and Video Industrial Services was dated for July, 2024. Director Stewart assured Viars that the contract would be corrected.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 08-03-2026 regular City Council meeting.

B. **Resolution: Selling of City Property**
Consideration for approval of a Resolution authorizing the selling of right-of-way property to Cobb County Department of Transportation.

Public Works Director Ricky Stewart presented for approval a Resolution authorizing the selling of right-of-way property to Cobb County Department of Transportation.

The Cobb County Department of Transportation has approached the City seeking to purchase 0.327 acres of City-owned property for right-of-way purposes. The property has a non-numbered Old Hwy 41 address and parcel number 20020702180. The offer made to purchase is for the amount of $7,200.00. The property is needed for the construction of the Noonday Creek Pedestrian Bridge project. The prospective sale has been reviewed by legal.

Director Stewart recommends approving the sale of the property and requests the Mayor and Council approve the Resolution.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 08-03-2026 regular City Council meeting.

15. Recreation and Culture

16. Community Development

17. Public Comments

6:34 PM FLOOR OPEN FOR PUBLIC COMMENT

SAM RUSCH [City Resident]: Mr. Rusch sincerely hopes that the community can move forward together. He believes that Kennesaw residents are discouraged and disconnected from government, and he feels that there is mistrust between city residents and their representatives in city government. He would like more information on the original deed to Woodland Acres Park. Despite repeated open records requests, he still needs clarity with respect to the amount of capital and/or expense funding his community has received from the City. He claimed that the information was guarded by some form of attorney-client privilege. Lastly, he asked why Woodland Acres and Pine Mountain parks were not included in the City of Kennesaw's Parks and Recreation playbook.

DRAFT

MATTHEW MAYO [City Resident]: Mr. Mayo thanked Parks and Recreation staff for their efforts to beautify Woodland Acres Park. He reiterated prior requests that the chain blocking the entranceway to Woodland Acres park be removed. He looks forward to seeing the park equipped with a pavilion, barbeque grill, benches, picnic tables and trash cans. He also reiterated previous calls he has made for the Woodland Acres community town hall and thanked Mayor Pro Tem Jones for his support of the town hall. He also thanked Council members Tracey Viars, Madelyn Orochena, and Anthony Gutierrez-Leon for their support.

6:38 PM FLOOR CLOSED FOR PUBLIC COMMENT

18. City Manager's Report

A. Reports, Discussions, and Updates

19. Mayor's Report

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

20. Council Reports & Discussions

21. Executive Session

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

22. Adjourn

Mayor Easterling adjourned the meeting at 6:39 p.m. The next work session will be held on Monday, August 3, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Respectfully submitted,

_____

Nicholas Simpson, Deputy City Clerk

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Work Session
7/27/2026
Public Comment Sign-in

	Name	Address	Topic
1	Samuel Rusch	2459 Pine Dr NW	woodland > park/land Pine Mountain / woodland acres neighborhood
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Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 10, 2026

TITLE: **Minutes: August 3, 2026 Second Millage Rate Hearing**
Approval of the August 3, 2026, City Council millage rate hearing minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-08-03 Second Millage Rate Hearing 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/
August 3, 2026
10:30 AM

Present	Mayor Derek Easterling
	Mayor Pro Tem Antonio Jones
	Councilmember Madelyn Orochena
	Councilmember Tracey Viars
	Councilmember Jonathon Bothers
	Councilmember Anthony Gutierrez-Leon
	Deputy City Clerk Nicholas Simpson
	City Manager Jeff Drobney

DRAFT

1. Invocation

The Chamber observed the invocation led by Mayor Derek Easterling.

2. Pledge of Allegiance

The Chamber recited the Pledge of Allegiance led by Officer Scott Luther.

3. Call to Order

4. Announcements

Mayor Derek Easterling opened the First Public Hearing on the City of Kennesaw's proposed millage rate with the following remarks:

As required by Georgia law, the City of Kennesaw is holding this public hearing on the proposed millage rate. I want to take a moment to explain an important point that can often be confusing. State law requires this hearing to be advertised as a tax increase because of the way the rollback rate is calculated. However, maintaining the City's current millage rate does not automatically mean that Kennesaw homeowners will pay higher City property taxes. This is because of the City's Floating Homestead Exemption. This exemption was specifically designed to protect homeowners who live in and have homesteaded their primary residence from paying higher City property taxes simply because their property's taxable value has increased.

For homeowners who have a homestead exemption on their primary residence, the assessed value used for calculating City property taxes does not increase due to market appreciation. In other words, as property values rise, the exemption "floats" to offset those increases, helping to keep the City's assessed value for that home essentially the same from year to year, unless there are improvements made to the property or other qualifying changes. In short, maintaining the current millage rate

does not constitute a tax increase for the vast majority of Kennesaw homesteaded homeowners. The City's proposed millage rate of 7.75 mills simply maintains the current rate.

It is important to note that this protection applies to qualified homesteaded primary residences. Property owners who do not qualify for the homestead exemption — such as commercial properties, rental properties, second homes, or vacant land — may see changes in their City property taxes if their assessed values increase. The Mayor and Council remain committed to being good stewards of taxpayer dollars while maintaining the exceptional quality of services that make Kennesaw a great place to live, work, and do business.

5. Presentations

6 Public Comment

.

DRAFT

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

The Mayor opened and closed the floor for public comment(s).

6:03 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:04 PM FLOOR CLOSED FOR PUBLIC COMMENT

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. **Second Public Hearing: Maintenance and Operation (M&O) Millage Rate** Consideration to approve a Resolution adopting the Maintenance and Operation (M&O) Millage Rate.

City Finance Director Jennifer Gordy introduced Property Tax Administrator Megan Turner, who delivered an overview of item 10A on the agenda: Maintenance and Operations (M &O) Millage Rate.
Per Ms. Tuner, the City of Kennesaw is proposing a millage rate of 7.75 mills for M&O which is the same as last year. The dates of the public hearings and the Current 2026 Tax Digest and 5 Year History of Levy were properly advertised in the Marietta Daily Journal on July 18, 2026, whereas the other advertisements were published on both July 18 and 25, 2026 in accordance with O.C.G.A. Section 48-5-32. The second and third public hearings will take place on August 3, 2026, at 10:30 a.m. and 6:30 p.m., respectively.

City Finance Director Jennifer Gordy delivered brief remarks concerning the millage rate process. As required by Georgia law, the City of Kennesaw is holding this public hearing regarding the proposed millage rate. Residents who have a Floating Homestead Exemption on their primary residence will not pay higher taxes. The exemption is designed to “float” to offset increases in property value, keeping the assessed value the same from year to year. As a result, maintaining the current millage rate does not constitute a tax increase for the vast majority of Kennesaw homeowners who have homesteaded their primary residence. (See chart below entitled "Homestead Property.")

Homestead Property				
Tax Year 2025				
Fair Market Value of Home	$260,510			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$104,204	53,016	51,188	7.75	$396.71
Tax Year 2024				
Fair Market Value of Home	$255,810			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$102,324	51,136	51,188	7.75	$396.71

The City's proposed millage rate of 7.75 mills simply maintains the current rate. It is important to note that this protection applies to qualified homesteaded primary residences. Property owners who do not qualify for the homestead exemption—such as commercial properties, rental properties, second homes, or vacant land—may see changes in their City property taxes if their assessed values increase. (See chart below entitled "Non-Homesteaded Property.")

Non Homestead Property				
Tax Year 2025				
Fair Market Value of Home	$260,510			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$104,204	0	104,204	7.75	$807.58
Tax Year 2024				
Fair Market Value of Home	$255,810			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$102,324	0	102,324	7.75	$793.01

6:08 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:09 PM FLOOR CLOSED FOR PUBLIC COMMENT

B. **Second Public Hearing: Bond Millage Rate**
Consideration to approve a Resolution adopting the Bond Millage Rate.

Property Tax Administrator Megan Turner delivered an overview of item 10B on the agenda: Bond Millage Rate.

Per Ms. Tuner, the City of Kennesaw is proposing a millage rate of 1.4 for the Bond, which is the same as last year. The Bond millage rate is levied to fund the debt service on the $15 million Recreation and Traffic Safety Bonds that were approved by the voters September 21, 2004. The dates of the public hearings and the Current 2026 Tax Digest and 5-Year History of Levy were properly advertised in the Marietta Daily Journal on July 18, 2026, whereas the other advertisements were published on both July 18 and 25, 2026 in accordance with O.C.G.A. Section 48-5-32. The second and third public hearings will take place on August 3, 2026, at 10:30 a.m. and 6:30 p.m., respectively.

DRAFT

6:10 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:11 PM FLOOR CLOSED FOR PUBLIC COMMENT

11. Consent Agenda

12. General and Administrative

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.

6:11 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:12 PM FLOOR CLOSED FOR PUBLIC 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

DRAFT

22 Executive Session

.

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

Motion by Council member Jonathon Bothers to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing personnel.
Motion seconded by Council member Tracey Viars.
Vote taken: approved, 5-0. Motion passed by unanimous vote.

10:42 p.m. Recess to Executive Session

Council member Jonathon Bothers read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4.
Motion seconded by Mayor Pro Tem Jones.
Vote taken: approved, 5-0. Motion passed by unanimous vote.

10:59 p.m. Reconvene to Open Session

23. Adjourn

Mayor Easterling adjourned the hearing at 11:00 a.m. The regular meeting will be held on Monday, August 3, 2026, at 6:30 p.m. in Council Chambers. The public is encouraged to attend.

Respectfully, submitted

Nicholas Simpson, Deputy City Clerk

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Second Millage Rate Hearing
8/3/2026
Public Comment Sign-in

	Name	Address	Topic
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Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 10, 2026

TITLE: **Minutes: August 3, 2026 Regular Meeting**
Approval of the August 3, 2026, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2026-08-03 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/
August 3, 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
	Deputy City Clerk Nicholas Simpson
	City Manager Jeff Drobney
	City Attorney Sam Hensley, Jr.

DRAFT

1. Invocation

The Chamber observed the Invocation led by Carlene Fregeolle.

2. Pledge of Allegiance

The Chamber recited the Pledge of Allegiance led by Andrew Bramlett.

3. Call to Order

4. Announcements

Mayor Derek Easterling opened the First Public Hearing on the City of Kennesaw's proposed millage rate with the following remarks:

As required by Georgia law, the City of Kennesaw is holding this public hearing on the proposed millage rate. I want to take a moment to explain an important point that can often be confusing. State law requires this hearing to be advertised as a tax increase because of the way the rollback rate is calculated. However, maintaining the City's current millage rate does not automatically mean that Kennesaw homeowners will pay higher City property taxes. This is because of the City's Floating Homestead Exemption. This exemption was specifically designed to protect homeowners who live in and have homesteaded their primary residence from paying higher City property taxes simply because their property's taxable value has increased.

For homeowners who have a homestead exemption on their primary residence, the assessed value used for calculating City property taxes does not increase due to market appreciation. In other words, as property values rise, the exemption "floats" to offset those increases, helping to keep the City's assessed value for that home essentially the same from year to year, unless there are improvements made to the property or other qualifying changes. In short, maintaining the current millage rate

does not constitute a tax increase for the vast majority of Kennesaw homesteaded homeowners. The City's proposed millage rate of 7.75 mills simply maintains the current rate.

It is important to note that this protection applies to qualified homesteaded primary residences. Property owners who do not qualify for the homestead exemption — such as commercial properties, rental properties, second homes, or vacant land — may see changes in their City property taxes if their assessed values increase. The Mayor and Council remain committed to being good stewards of taxpayer dollars while maintaining the exceptional quality of services that make Kennesaw a great place to live, work, and do business.

5. Presentations

6 Public Comment

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DRAFT

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

The Mayor opened and closed the floor for public comment(s).

6:04 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:05 PM FLOOR CLOSED FOR PUBLIC COMMENT

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. **Third and Final Public Hearing: Maintenance and Operation (M&O) Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Maintenance and Operation (M&O) Millage Rate.

Property Tax Administrator Megan Turner, who delivered an overview of item 10A on the agenda: Maintenance and Operations (M &O) Millage Rate.
Per Ms. Tuner, the City of Kennesaw is proposing a millage rate of 7.75 mills for M&O which is the same as last year. The dates of the public hearings and the Current 2026 Tax Digest and 5 Year History of Levy were properly advertised in the Marietta Daily Journal on July 18, 2026, whereas the other advertisements were published on both July 18 and 25, 2026 in accordance with O.C.G.A. Section 48-5-32. The second and third public hearings will take place on August 3, 2026, at 10:30 a.m. and 6:30 p.m., respectively.

City Finance Director Jennifer Gordy delivered brief remarks concerning the millage rate process. As required by Georgia law, the City of Kennesaw is holding this public hearing regarding the proposed millage rate. Residents who have a Floating Homestead Exemption on their primary residence will not pay higher taxes. The exemption is designed to “float” to offset increases in property value, keeping the assessed value the same from year to year. As a result, maintaining the current millage rate does not constitute a tax increase for the vast majority of Kennesaw homeowners who have homesteaded their primary residence. (See chart below entitled "Homestead Property.")

Homestead Property				
Tax Year 2025				
Fair Market Value of Home	$260,510			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$104,204	53,016	51,188	7.75	$396.71
Tax Year 2024				
Fair Market Value of Home	$255,810			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$102,324	51,136	51,188	7.75	$396.71

The City's proposed millage rate of 7.75 mills simply maintains the current rate. It is important to note that this protection applies to qualified homesteaded primary residences. Property owners who do not qualify for the homestead exemption—such as commercial properties, rental properties, second homes, or vacant land—may see changes in their City property taxes if their assessed values increase. (See chart below entitled "Non-Homesteaded Property.")

Non Homestead Property				
Tax Year 2025				
Fair Market Value of Home	$260,510			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$104,204	0	104,204	7.75	$807.58
Tax Year 2024				
Fair Market Value of Home	$255,810			
Taxable Value	Float	Assessed Value	City of Kennesaw M&O Millage Rate	Taxes Owed
$102,324	0	102,324	7.75	$793.01

Motion by Council member Tracey Viars to approve the Resolution to adopt the proposed 2026-2027 Maintenance & Operations (M&O) Millage Rate as presented. Motion seconded by Mayor Pro Tem Antonio Jones.

6:40 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:41 PM FLOOR CLOSED FOR PUBLIC COMMENT

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

B. **Third and Final Public Hearing: Bond Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Bond Millage Rate.

DRAFT

Property Tax Administrator Megan Turner delivered an overview of item 10B on the agenda: Bond Millage Rate.

Per Ms. Tuner, the City of Kennesaw is proposing a millage rate of 1.4 for the Bond, which is the same as last year. The Bond millage rate is levied to fund the debt service on the $15 million Recreation and Traffic Safety Bonds that were approved by the voters September 21, 2004. The dates of the public hearings and the Current 2026 Tax Digest and 5-Year History of Levy were properly advertised in the Marietta Daily Journal on July 18, 2026, whereas the other advertisements were published on both July 18 and 25, 2026 in accordance with O.C.G.A. Section 48-5-32. The second and third public hearings will take place on August 3, 2026, at 10:30 a.m. and 6:30 p.m., respectively.

Motion by Mayor Pro Tem Antonio Jones to approve the Resolution to adopt the proposed 2026-2027 Bond Millage Rate as presented. Motion seconded by Council member Madelyn Orochena.

6:42 PM FLOOR OPEN FOR PUBLIC COMMENT

NO COMMENT(S)

6:43 PM FLOOR CLOSED FOR PUBLIC COMMENT

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

11. Consent Agenda

A. **Minutes: July 13, 2026 Work Session**
Approval of the July 13, 2026, City Council work session minutes.

B. **Minutes: July 13, 2026 Executive Session**

Approval of the July 13, 2026, City Council executive session minutes.

C. **Minutes: July 20, 2026 Regular Meeting**
Approval of the July 20, 2026, City Council regular meeting minutes.

D. **Minutes: July 20, 2026 Executive Session**
Approval of the July 20, 2026, City Council executive session minutes.

E. **Cemetery Deed: Section III-36-E**
Authorization for the Mayor to sign a deed for a cemetery lot purchased by Terry and Martha Key in the Kennesaw City Cemetery.

F. **Cemetery Deed: Section III-58-F**
Authorization for the Mayor to sign a deed for a cemetery lot purchased by Mrs. Ellen Edmondson in the Kennesaw City Cemetery.

DRAFT

Motion by Council member Tracey Viars to accept the Consent Agenda engross. Motion seconded by Council member Madelyn Orochena.

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

12. General and Administrative

13. Public Safety

A. **Resolution: 911 Console Project Cost Increase**
Consideration for approval of a Resolution authorizing additional funds for the 911 Dispatch Console Replacement Project.

Staff is requesting approval to increase the previously approved console project funding from $116,372.49 to $131,112.82.

During the initial budget planning process, the renovation project was estimated at approximately $125,000. A vendor quote was subsequently received in the amount of $116,372.49, which was approved by Mayor & Council. As the project moved forward, additional coordination and internal review were completed prior to finalizing the purchase. During that timeframe, the vendor provided updated pricing, resulting in a revised project cost of $131,112.82.

Staff have continued working to move the project forward. However, the revised vendor quote exceeds the amount previously approved by Mayor & Council. Although $125,000 was included in the FY26 budget for this project, the revised vendor quote of $131,112.82 exceeds the original project budget by $6,112.82.

Approval is requested to increase the previously approved project funding from $116,372.49 to $131,112.82 in order to proceed with the project. The additional $6,112.82 funding will come from the 911 reserve funds.

Motion by Council member Madelyn Orochena to accept the Resolution authorizing

additional funds for the 911 Dispatch Console Replacement Project as presented. Motion seconded by Mayor Pro Tem Antonio Jones.

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

14. Information Technology

15. Public Works and Building Maintenance

A. **Resolution: 2026 Pipe Rehabilitation Project**
Consideration for approval of a Resolution to award the Bid and Contract for the 2026 Pipe Rehabilitation Project to Video Industrial Services.

DRAFT

Requests for Bids were advertised to repair failing storm water pipes throughout the City. Thirteen (13) bids were received. The lowest bid was found to be an incomplete submission. Therefore, the lowest bid considered was from Video Industrial Services. Their bid is in the amount of $319,570.00. The Public Works Director recommends approval of bids, award of the contract to Video Industrial Services for $319,570.00 and recommends the Mayor to sign the attached Contract and Resolution.

The Public Works Director recommends approval of bids, award of the contract to Video Industrial Services for $319,570.00 and recommends the Mayor to sign the attached Contract and Resolution.

Motion by Council member Madelyn Orochena to approve the Resolution to award the Bid and Contract for the 2026 Pipe Rehabilitation Project to Video Industrial Services as presented. Motion seconded by Council member Tracey Viars.

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

B. **Resolution: Selling of City Property**
Consideration for approval of a Resolution authorizing the selling of right-of-way property to Cobb County Department of Transportation.

The Cobb County Department of Transportation has approached the City seeking to purchase 0.327 acres of City-owned property for right-of-way purposes. The property has a non-numbered Old Hwy 41 address and parcel number 20020702180. The offer made to purchase is for the amount of $7,200.00. The property is needed for the construction of the Noonday Creek Pedestrian Bridge project. This has been reviewed by legal. The Public Works Director recommends approving the sale of the property and requests the Mayor and Council approve the Resolution.

Motion by Council member Madelyn Orochena to approve the Resolution authorizing

the selling of right-of-way property to Cobb County Department of Transportation as presented. Motion seconded by Council member Jonathon Bothers.

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

16. Recreation and Culture

17. Community Development

18 Public Comment

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This section is for general comment.

6:47 PM FLOOR OPEN TO PUBLIC COMMENTS

DRAFT

ANDREW BRAMLETT [City Resident]: Mr. Bramlett read his monthly missive highlighting Kennesaw history. Today's segment chronicled the City's famous connection to the Great Locomotive Chase of 1862, where nineteen of the Union soldiers who participated received the Medal of Honor. However, they are not the only individuals to receive the medal for actions in our area. Just two years after the chase, the United States Army returned to Kennesaw, this time as part of the Civil War's Atlanta Campaign.

One of the men in the Atlanta Campaign was Thomas Timothy Fallon. A native of Ireland, he served in several Union regiments during the Civil War. He was present in the first major battle of the Civil War while serving in a New York regiment and then served in an artillery unit. In 1863, his enlistment expired, so he re-enlisted in a New Jersey regiment.

In June 1864, he was at Big Shanty (now Kennesaw) when he led a charge towards the Confederate earthworks. Fallon and the men he led captured twenty-nine men, including a Confederate officer. For his action in Kennesaw, along with earlier heroism in Virginia, he was awarded the Medal of Honor in 1891. Fallon passed away in 1916 in New Jersey. [See Exhibit A.]

SAMUEL RUSCH [City Resident]: Holding up his cell phone, which displayed a timer, Mr. Rusch asked Mayor and Council the following questions to the Mayor and the City Manager:

- Why did Mr. Rusch and Mr. Lyons receive what Rusch perceived to be pushback from the Mayor for filing over ninety-two (92) seeclickfix.com requests focused on the Woodland Acres community?
- Why isn't Woodland Acres Park and Pine Mountain Park listed in the City of Kennesaw's Parks and Recreation Playbook?
- Why hasn't the City Manager shared documentation directly with him verifying infrastructure funding for the Woodland Acres community?

- When will the chain blocking the entranceway to Woodland Acres Park be replaced with a bollard?
- What are the updates for amenity improvements at Woodland Acres Park?

6:51 PM FLOOR CLOSED TO PUBLIC COMMENTS

19. City Manager's Report

Kennesaw City Manager Dr. Jeff Drobney delivered remarks on upcoming events happening around the town in the month of August. The Kennesaw Concert Series will feature a Fleetwood Mac tribute band named Rumours ATL on Saturday, August 22nd and the First Friday Concert Series will resume in downtown Kennesaw with G. Clef and the Playlist on Friday, August 7th.

A. Reports, Discussions, and Updates

DRAFT

20. Mayor's Report

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

21. Council Reports & Discussions

22 Executive Session

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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 6:53 p.m. The next work session will be held on Monday, August 10, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Respectfully submitted,

_____

Nicholas Simpson, Deputy City Clerk

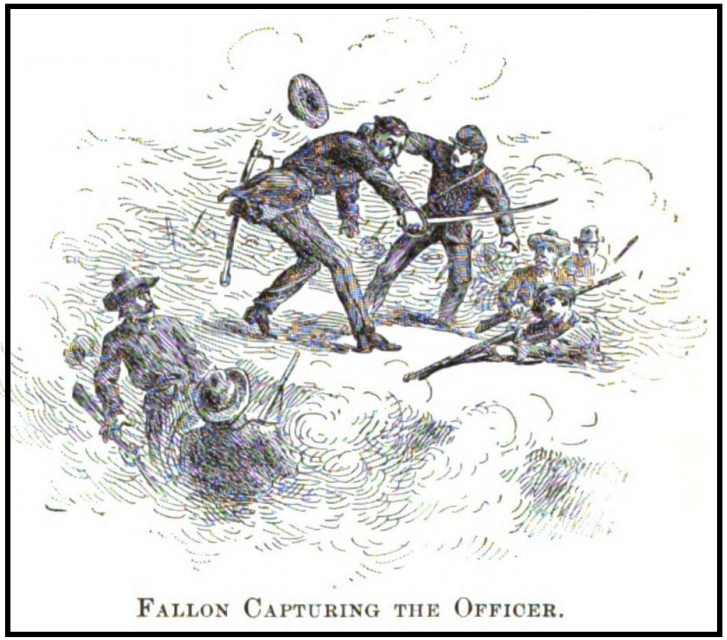
KENNESAW HISTORY

T. T. Fallon

Our town's most famous connection to the Medal of Honor is of course the Great Locomotive Chase of 1862, where nineteen of the Union soldiers who participated received the medal. However, they are not the only individuals to receive the medal for actions in our area. Just two years after the chase, the United States Army returned to Kennesaw, this time as part of the Civil War's Atlanta Campaign.

DRAFT

One of the men in the Atlanta Campaign was Thomas Timothy Fallon. A native of Ireland, he served in several Union regiments during the Civil War. He was present in the first major battle of the Civil War while serving in a New York regiment, and then served in an artillery unit. In 1863, his enlistment expired, so he reenlisted in a New Jersey regiment.



FALLON CAPTURING THE OFFICER.

In June 1864, he was at Big Shanty (now Kennesaw) when he led a charge towards the Confederate earthworks. Fallon and the men he led captured twenty-nine men, including a Confederate officer. For his action in Kennesaw, along with earlier heroism in Virginia, he was awarded the Medal of Honor in 1891. Fallon passed away in 1916 in New Jersey.

Thomas T. Fallon
From *The Story of American Heroism* (1895)

Presented by Andrew J. Bramlett at the August 3, 2026,
City of Kennesaw Mayor & Council Meeting

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Regular Meeting
8/3/2026
Public Comment Sign-in

	Name	Address	Topic
1	Arthur J. Burnett	2990 Summerfield Ct	Local Artisans
2	Samuel Rusch	2459 Pine Dr NW	Woodland Park and acres neighborhood
3			
4			
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16			
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19			

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 10, 2026

TITLE: **Minutes: August 3, 2026 Executive Session**
Approval of the August 3, 2026, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM: Kayla Willis, Business License Manager

DATE: August 10, 2026

TITLE: **Alcohol License: Haley & Thea LLC**
Consideration for approval of a Retail Package License for Beer, Wine and Sunday Sales for Haley & Thea LLC D/B/A Chevron Food Mart located at 2057 N Cobb Pkwy Kennesaw, GA 30152. Applicant: Ashish Patel

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Summary:
This applicant has previously held this same style of licensing in this location from 2021 to 2023. The applicant has completed the required alcohol workshop per Section 6-69. Signs have been posted and this hearing has been properly advertised per Section 6-36. The current application and background checks are on file.

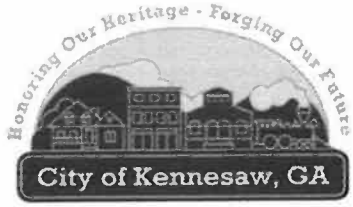
A distance survey was completed by a certified surveyor and indicates that the business is within 600 feet of a daycare center. Section 6-43 indicates that Mayor and Council may waive the distance requirement if the granting of such a license shall not have any adverse effect on the daycare center. A public hearing is required for Mayor and Council to decide upon waiving the distance requirements, and the applicant has been made aware. The public hearing will be held on August 17, 2026.

Recommendation:

Fiscal Impact:
100-0000-32-190000-00000: Application Fee $350.00

Attachments:
1. HALEY & THEA LLC ALCOHOL APPLICATION_Redacted

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov



Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Please utilize this checklist to ensure your application is fully completed.

CHECKLIST FOR ALCOHOLIC BEVERAGE LICENSE

The following items are required in order to submit an application for a Alcoholic Beverage License. If anything is missing, your application will **not** be processed.

- ☐ The application must be completed in its entirety before being accepted by the Business License Office. Provide one original and one duplicate of the completed application and all the attachments.
- ☐ The application and all attachments must be typed or legibly printed **in black ink**. The Business License Office reserves the right to refuse to accept any application and/or attachments that are considered illegible by the Business License Office.
- ☐ A personal statement must be submitted for the licensee, each owner, each partner, and each stockholder with 20% or more ownership. The Business License Department reserves the right to request personal information on all stockholders, partners, and owners.
- ☐ An application for a new alcoholic beverage license will not be accepted unless the licensee provides a certificate of attendance by the licensee to an approved alcohol sales and service workshop for all owners and managers per alcoholic beverage Ordinance Section 6-69.
- ☐ Applicants for a license to sell alcoholic beverages on premises must attach a financial report to support the reported amounts on the Food Sales and Alcoholic Beverage Sales Affidavit or a CPA must attest to the reported sales on the Food Sales and Alcoholic Beverages Sales Affidavit. The Food Sales and Alcoholic Beverages Sales Affidavit must be signed by the licensee and the CPA (if completed by the CPA). This form must also be notarized.
- ☐ The sale of alcoholic beverages on Sunday is only authorized for those licensees that possess a Sunday Sales permit. The sale of alcoholic beverages on premises must derive at least 50% of their total annual gross food and beverage sales from the sale of prepared meals to qualify for a Sunday Sales permit.

- [ ] Non U.S. Citizens must provide their original Immigration Card I-551 and Naturalized Citizens must provide their original Certificate of Naturalization for verification and copying by the Business License Staff. This applies to the licensee, each owner, each partner, and each stockholder with 20% or more ownership and the spouses of the licensee, each owner, each partner, and each stockholder with 20% or more ownership. If none of the above exists, please provide original documents that authorize you to legally be in the United States.

- [ ] A signed criminal background check consent form must be provided for the licensee, each owner, each partner, and each stockholder with 20% or more ownership and for the spouse of the licensee, each partner, and each stockholder with 20% or more ownership.

- [ ] The licensee must be fingerprinted by the City of Kennesaw Police Department. The licensee will obtain two (2) fingerprint cards from the Business License Department.

- [ ] Two (2) photographs of the licensee, each owner, each partner, and each stockholder with 20% or more ownership must be provided. The photographs must be 2x2 and less than a year old.

- [ ] A $350 nonrefundable application fee must be submitted with the application payable to the City of Kennesaw by certified check, cashier's check, money order, debit card, or credit card.

- [ ] Submit a note of indebtedness if capital is borrowed. The note of indebtedness must include the parties' names and the terms of agreement. If buying an existing establishment, provide a copy of the executed purchase agreement and if leasing the space, provide a copy of the lease agreement.

- [ ] Provide a copy of the Certificate of Incorporation if the business is a corporation or a copy of the Certification of Organization if the business is a LLC. Provide a copy of the Certification of Partnership if the business is a Partnership or LLP.

- [ ] Provide a distance survey completed by a certified surveyor. The surveyor must provide the specific distance in feet from the customer entrance of the proposed location to the nearest property line or structure listed in Ordinance Section 6-42 and 6-43. Wholesalers are exempt from these sections. Each property must have the zoning designation clearly labeled. If the proposed location is in a shopping center the survey must indicate the location of the tenant space. Failure to provide an accurate survey is cause for administrative denial of the application. Surveys for liquor package stores must also indicate the specific distance in feet from the customer entrance to the nearest property line of the nearest liquor package store.

- ☐ The zoning of the proposed location must be noted on the application and must be verified by a City of Kennesaw Zoning staff member. The Planning and Zoning Department is located at 3080 Moon Station Road, Kennesaw, GA 30144.
- ☐ All fees must be paid within 14 days of the license being approved or the license will be void. All alcoholic beverage license fees must be paid with a certified check, cash, or debit/credit card.
- ☐ All employees must comply with obtaining an alcohol server's permit. Failure to do so will result in prosecution and possible suspension or revocation of the business owner's alcoholic business license (see Section 6-69 and 6-70).
- ☐ All alcoholic beverage establishments must apply for and receive a State Alcoholic Beverage License prior to stocking and selling alcoholic beverages. A State Application can be obtained by contacting the Georgia Department of Revenue Alcohol Division at 404-417-4900.

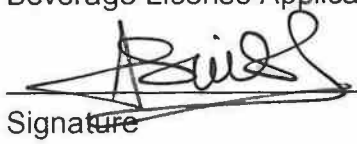
For Pouring License Only:

- ☐ Submit a copy of the floor plan of the entire location.
- ☐ Provide a copy of the structural plan indicating dining area, tables, bar area, kitchen, dance area, pool tables, games, and other entertainment.
- ☐ Submit a copy of the complete menu.
- ☐ Provide pictures of the location that shows both inside and out.
- ☐ A copy of the health department certificate.

For Liquor Package Only:

- ☐ Submit drawings or snapshots of the location of the existing building to show compliance with Section 6-100 of the Alcoholic Beverage Code.

I acknowledge that I have read and completed the checklist for the Alcoholic Beverage License Application.



Signature

5/18/2026

Date

ASHISH PATEL

Printed Name

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Alcoholic Beverage License Application

Requires Approval from Mayor and Council

Applying for (Check all that apply):	License Type (Choose one):	Type of Establishment (Choose one):
☐ Liquor ☒ Beer	☐ Manufacturer	☐ Restaurant ☐ Bottle House
☒ Wine ☐ Growler	☐ Wholesaler	☐ Night Club ☒ Convenience Store
☒ Sunday Sales	☒ Retail Package	☐ Grocery Store ☐ Indoor Entertainment Hall
☐ Wine package sales for off-premises consumption	☐ Retail Pouring	☐ Lounge ☐ Hotel/Motel
		☐ Private Club ☐ Package Store

Business Information

Full Name of Business: HALEY & THEA LLC

Doing Business As (DBA): CHEVRON FOOD MART

Anticipated start date of business: 6/1/2026

Business Location: Street Address 2057 N COBB PKWY, Suite

City, State KENNESAW, GA Zip 30152

Phone: [redacted] Email: [redacted]

Mailing Address: Street Address [redacted] Suite

City, State [redacted] GA Zip [redacted]

Business Type: ☐ Sole Proprietor ☐ Partnership ☐ LLP ☐ Corporation ☒ LLC

If Partnership or LLP, fill out page 3. If Corporation or LLC, fill out page 4.

Location Information

Property Owner of Business Location: BROOKS AND BROOKS HOLDINGS 3 LLC

Owner's Address: 3090 MOON STATION ROAD, Suite/Apt

City, State KENNESAW, GA Zip 30144

This location is: ☐ New Construction ☒ Pre-existing

Do you have a certified survey of the location of the property? ☒ Yes ☐ No

Does the certified survey indicate that the business is **outside** of the designated distance of the following?

Private Residence	300 feet radius	☒ Yes	☐ No
School or College	600 feet radius	☒ Yes	☐ No
Church	600 feet radius	☒ Yes	☐ No
Public Building	600 feet radius	☒ Yes	☐ No
Hospital	600 feet radius	☒ Yes	☐ No
Public Park	600 feet radius	☒ Yes	☐ No
Day Car Center*	600 feet radius	☐ Yes	☒ No
Alcohol or Drug Treatment Center	600 feet radius	☒ Yes	☐ No

*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

Additional Limitations for Package Stores ONLY:

Package Sales- **Liquor**:

School or College..... ☐ Yes ☐ No

Retail Liquor Package Sto ☐ Yes ☐ No

Church..... ☐ Yes ☐ No

Day Care Center*..... ☐ Yes ☐ No

Alcohol or Drug Treatmen ☐ Yes ☐ No

NOT APPLICABLE

*Must accept GA PreK [illegible] prescribed State curriculum.

Package Sales-**Beer and/or Wine**:

School or College.....300 feet radius ☒ Yes ☐ No

Alcohol or Drug Treatment Center....300 feet radius ☒ Yes ☐ No

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

For Retail Pouring License Applicants:

How many square feet is the dining area? N/A	
How many square feet is the bar area?	
What % of the total dining space is the bar area?	
Number of pool tables:	Number of video game machines:
Size of the dance floor:	Amount for cover charge: $
Will the location have a DJ? ☐ Yes ☐ No	If yes, how many times per week?

Partnership or LLP Information (Only if Applicable):	
Partnership or LLP Name: N/A	
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

Corporation or LLC Information (Only if Applicable):	
Corporation or LLC Name: HALEY & THEA LLC	
Partner/Member Name: ASHISH PATEL	Partner/Member Name:
Position: OWNER	Position:
% of Ownership: 100	% of Ownership:
SSN: [redacted]	SSN:
Date of Birth: [redacted]	Date of Birth:
Phone: [redacted]	Phone:
Email: [redacted]	Email:
Home Address: [redacted]	Home Address:
City, State: [redacted] GA Zip: [redacted]	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

If the business listed on page 3 or 4 is owned by another firm or corporation, please fill out the following:	
Corporate Name: N/A	Corporate Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Corporate Name:	Corporate Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

If any licensee or owner listed on pages 3-4 currently hold any interest in or have ever been associated with any alcoholic beverage establishment, please fill out the information below:	
Licensee or Owner Name: ASHISH PATEL	Licensee or Owner Name:
Business Name: 400 PACKAGE	Business Name:
Address: 45 HEATH ROAD	Address:
City, State: DAWSONVILLE, GA Zip: 30534	City, State: Zip:
Licensee or Owner Name:	Licensee or Owner Name:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
List the following information for relatives of any licensee or owners who have had any license or any financial ownership or interest in any alcoholic beverage business:	
Name: N/A	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
Name:	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:

Financial Information

Total amount of capital funds to be invested in this business: [redacted]

Personal funds invested by Licensee/Owner: [redacted]

Personal funds invested by other Owners: [redacted]

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

Lender	Address of Lender	Amount	Date	Interest Rate
N/A				

Name of CPA or Accounting Firm: PANACHE FINANCIAL SOLUTIONS LLC

Address of CPA or Accounting Firm: Street Address 6340 SUGARLOAF PARKWAY STE

Suite	City/State	Zip
200	DULUTH, GA	30097

What is the estimated gross receipts for this location for the remaining calendar year? [redacted]

Management Information

Provide the following information for the person(s) who will manage the business:

Name of Manager: ASHISH PATEL | Compensation Amount: SALARY

Mailing Address: Street Address [redacted] | Apt/Suite

City, State [redacted] GA | Zip [redacted]

Name of Manager: | Compensation Amount:

Mailing Address: Street Address | Apt/Suite

City, State | Zip

Regulatory Disclosures

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

If yes, give full details:

Regulatory Disclosures

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

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

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

N/A

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

N/A

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:

RASS CLASS - AN HOUR AND HALF CLASS HAS BEEN TAKEN

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

COMPANY RULES AND REGULATIONS, SIGNS AND TRAINING LOGS WILL BE KET

Regulatory Disclosures

Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia? ☒ Yes ☐ No

Are you aware that the sale of alcoholic beverages to an underage person or persons by you or your employees may result in the suspension or revocation of the alcoholic beverage license? ☒ Yes ☐ No

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

PROPER IDENTIFICATION CHECK WHOEVER IS LOOKING UNDER THE AGE OF 25

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

DRIVER LICENSE CHECK SCANNER, BIRTHDATE ENTERED IN ALCOHOL AND TOBACCO

SELL, AND CALENDER SHOWS THAT UNDERAGE SELL DATE

List the occupations of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Employer Name (Company)	City	State	Position Held	Salary
2024--2026	400 PACKAGE	DAWSONVILLE	GA	OWNER	MONTHLY
2022--2026	WINDY RIDGE CONOCO	BLUE RIDGE	GA	OWNER	MONTHLY
2024-2026	LITLE SHOP RITE	MARIETTA	GA	OWNER	MONTHLY
2016--2026	ASHISH OF GWINNETT, INC	SNELLVILLE	GA	OWNER	YEARLY

List the previous residences of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Street Address	City	State
2004--2026	[redacted]	[redacted] GA	[redacted]

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Application Agreement

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

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

KENNESAW, GEORGIA
COBB COUNTY
SWORN TO AND SUBSCRIBED BEFORE ME THIS 19th DAY OF May, 20 26.

L M SEPULVEDA ROMERO NOTARY PUBLIC GWINNETT COUNTY, GEORGIA My Commission Expires July 23, 2027

Notary Public

Signature of Applicant

Signature of Spouse of Applicant

Signature and title of person other than applicant filling out this Application

Printed Name Phone Number

Official Use by the City of Kennesaw ONLY
Application received by the City of Kennesaw by: Kayla M. Willis
Application to be heard by Mayor & Council on August 17, 2026 (Date) at 6:30 pm (Time).
This section is for the Zoning Division of the City of Kennesaw ONLY
How is the proposed location zoned? GC, General Commercial
Zoning verified by the following Zoning Division staff member: CMC
If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw. N/A
If new establishment, parking has been verified by the following Zoning Division staff member:

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL STATEMENT

Full name of licensee (no initials): ASHISH NATVARBHAI PATEL

Home Phone: [redacted]

Cell Phone: [redacted]

Home Address: Street Address [redacted]

Suite | City, State [redacted] GA | Zip [redacted]

Business Address: Street Address 2057 N COBB PKWY

Suite | City, State KENNESAW, GA | Zip 30152

Age: [redacted] | Sex: M | Race: ASIAN | Height: 5'6" | Weight: 135

Hair Color: BLACK | Eye Color: BLACK

Social Security Number: [redacted] | Date of Birth: [redacted]

Place of Birth: INDIA

Are you a U.S. Citizen? ☒ Yes ☐ No | If yes: ☐ By Birth ☒ Naturalized

If you are a Naturalized Citizen, please provide your certificate #: [redacted]

*Provide original naturalization certificate or U.S. Passport

If a legal permanent resident, please provide alien registration #: _____

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

How long have you resided in the State of Georgia? 25YRS

How many years have you been at your current address? 21YRS

Marital Status: ☐ Single ☒ Married ☐ Widowed ☐ Divorced

If married, please complete the following information on your spouse:

Full Name of Spouse: BINAL ASHISH PATEL

Spouse's Maiden Name: RAGINIBEN

Social Security Number: [redacted] | Date of Birth: [redacted]

Place of Birth: INDIA

Place of Marriage: VADODARA, GUJARAT, INDIA | Date of Marriage: [redacted]

Spouse's Employer: OSHT, LLC

Employer's Address: Street Address 4900 APPALACHIAN HWY,

Suite	City, State	Zip
	BLUE RIDGE, GA	30513

Is your spouse a U.S. Citizen? ☒ Yes ☐ No | If yes: ☐ By Birth ☒ Naturalized

If your spouse is a Naturalized Citizen, please provide your certificate #: [redacted]

*Provide original naturalization certificate or U.S. Passport

If spouse is a legal permanent resident, please provide alien registration #: _____

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent	NATVARBHAI ISHVERBHAI PATEL	[redacted]
Parent	DAKSHABEN NATVARBHAI PATEL	[redacted]
Sibling	BHUMIKA HITEH PATEL	[redacted]
Sibling		
In-Law		
In-Law		

Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the premises?
☐ Yes ☒ No
If yes, please give details:

_____

_____

_____

Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverages? ☐ Yes ☒ No
If yes, give relationship to licensee or licensee's spouse, business name, the amount of interest, and/or type of employment in each:

_____

_____

_____

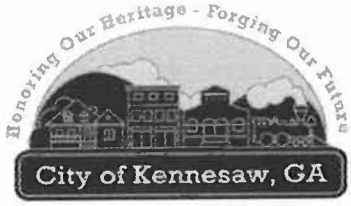
Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
5/2005--5/2008	GSU	33 GILMER ST SE, ATLANTA, GA 30303	
8/2002--8/2005	GPC	555 N INDIAN CREEK DR, CLARKSTON, GA	ASSOCIATE DEGREE

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Signature _____ Date 5/19/2026

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov



Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Owner/Licensee Information	
Name: ASHISH NATVARBHAI PATEL	
Date of Birth: [redacted]	Social Security Number: [redacted]
Residence Phone: [redacted]	Name of Spouse: BINAL ASHISH PATEL
Residence Address: Street Address [redacted]	Suite
City/State [redacted] GA	Zip [redacted]
Business/Organization: HALEY & THEA LLC	Business Phone: [redacted]
Are you a Partner or Officer in any other business? ☒ Yes ☐ No	

Assets	Liabilities
Cash on hand in banks: [redacted]	Notes payable to banks- Secured:
Accounts Receivable: [redacted]	Notes payable to banks- Unsecured:
Stocks & Bonds: [redacted]	Accounts Payable: [redacted]
Real Estate: [redacted]	Unpaid Taxes:
Cash Value of Life Insurance: [redacted]	Mortgage on Real Estate: [redacted]
Automobiles: [redacted]	Other Debts (Itemize):
Deposit Accounts: [redacted]	Total Liabilities: [redacted]
Credit with Financial Institutions: [redacted]	Net Worth: [redacted]
Other Assets (Itemize): [redacted]	**Total Assets and Net Worth:** [redacted]
Total Assets: [redacted]	

Income Information	
Source of Annual Income: [redacted]	Salary: [redacted]
Bonus & Commissions:	Dividends:
Alimony and Child Support:	Separate Income:
Itemize all loan sources and interest:	Other Income (Itemize):
Total Income: [redacted]	

Additional Information Requested

Do you have any unsatisfied judgments or lawsuits pending? ☐ Yes ☒ No

Are any of your prior income tax returns bring contested? ☐ Yes ☒ No

If so, what do you estimate your additional payment to be? _____

Are any assets pledged or in joint names other than as described above? ☐ Yes ☒ No

Have you ever declared bankruptcy? ☐ Yes ☒ No

Do you have a will? ☐ Yes ☒ No

If so, please fill out the following:

Beneficiary: _____

Executor: _____

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Signature

5/19/2026

Date

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Appeal Process

The applicant is provided an opportunity to appeal an adverse decision that was based on criminal history record information provided from the fingerprint-based background check. The procedures for the appeal process are as follows:

- Applicant must submit a request in writing to the Business License Manager stating the reason the adverse decision should be reviewed. The request should include the applicant's name, date of notification of adverse decision, and an explanation of why the decision should be overturned.
- The Business License Manager will provide the written request to the Finance Director. The Finance Director will review the appeal and the applicant will be notified within ten (10) days of the decision regarding the license application.

Applicant Privacy Rights

As an applicant who is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a non-criminal justice purpose (such as an application for criminal justice or non-criminal justice employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or explained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your criminal history record (if you have such a record).

- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the criminal history record.
- If agency policy permits, the officials may provide you with a copy of your criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may find information regarding how to obtain a copy of your Georgia criminal history record at the GBI website: https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions. Information regarding how to obtain a copy of your FBI criminal history record is located at the FBI website: https://www.edo.cjis.gov.
- If you decide to challenge the accuracy or completeness of your criminal history record, you should contact and send your challenge to the agency that contributed the questioned information. If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-asked-questions. Alternatively, you may send your challenge directly to the FBI by submitting a request via https://www.edo.cjis.gov. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenge entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR16.30 through 16.34).
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

Privacy Act Statement

This privacy act statement is located on the back of the (blue) FD-258 fingerprint card. Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include: Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

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

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

Applicant Notification and Record Challenge:

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

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

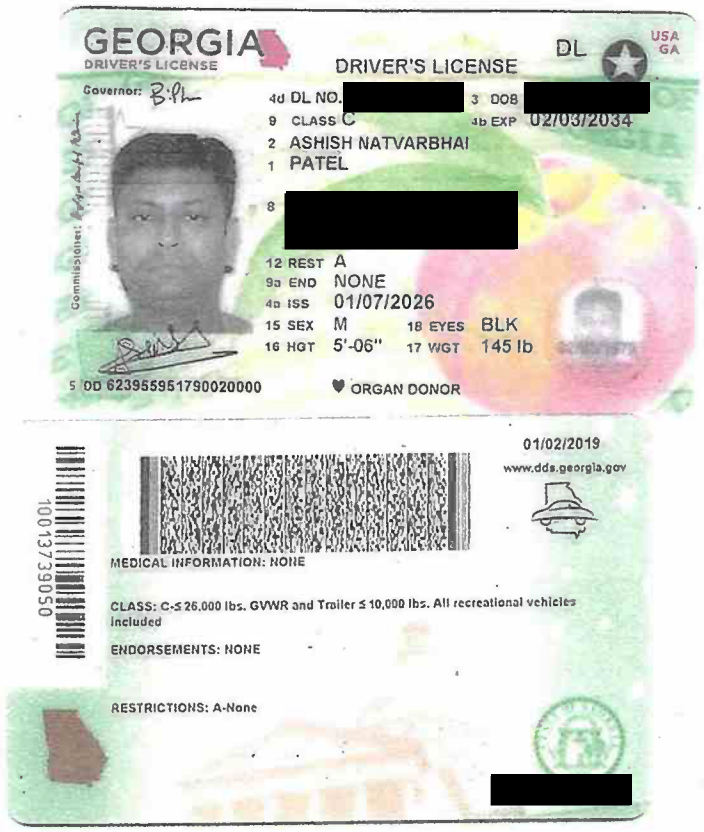
Signature of Applicant

5|18|2026

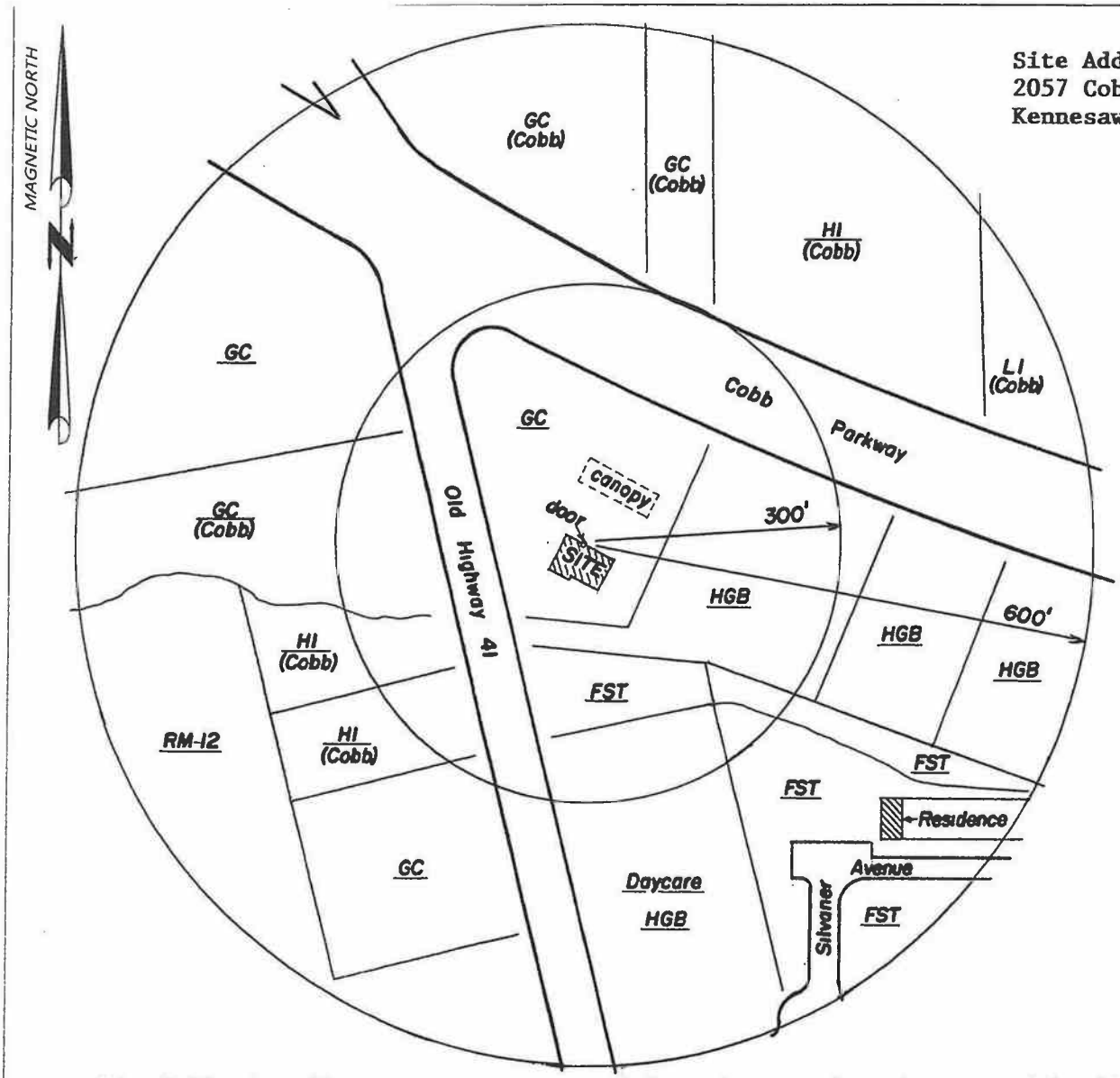
Date

ASHISH PATEL

Printed Name


GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
USA
GA
Governor:
Commissioner:
4d DL NO. [redacted]
3 DOB [redacted]
9 CLASS C
4b EXP 02/03/2034
2 ASHISH NATVARBHAI
1 PATEL
8 [redacted]
12 REST A
9a END NONE
4a ISS 01/07/2026
15 SEX M
18 EYES BLK
16 HGT 5'-06"
17 WGT 145 lb
5 DD 623955951790020000
ORGAN DONOR
01/02/2019
www.dds.georgia.gov
1001373050
MEDICAL INFORMATION: NONE
CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included
ENDORSEMENTS: NONE
RESTRICTIONS: A-None
[redacted]

Site Address-
2057 Cobb Parkway
Kennesaw, Georgia 30152



The following distances were measured from door to door in a straight line, per City of Kennesaw code:

CHURCH- 5740' to Greers Chapel Baptist Church, @ 1848 Greers Chapel Road.
SCHOOL- 6950' to Kennesaw Mountain High School, @ 1898 Kennesaw Due West Road.
455' to Little Minds 1st Academy, @ 1730 Tuscan Heights Boulevard.(daycare)
PARK- 5350' to Big Shanty Park, @ 2050 Kennesaw Due West Road.
HOSPITAL- 18300' to Wellstar Kennestone Hospital, @ 677 Church Street.
RESIDENCE- 490' to townhouse @ 1594 Sylvaner Avenue.
ALCOHOL TREATMENT- 27450' to G W Hartman Center, @ 729 Lawrence Street.
There are no public buildings within 600' of this site.

City of Kennesaw Alcoholic Beverage Package License Survey for:
Haley & Thea LLC d/b/a Chevron Food Mart

GEORGIA REGISTERED No. 1151 PROFESSIONAL LAND SURVEYOR JOSH L. LEWIS, JR.

DATE: 4/24/2026	SCALE: 1" = 200'	0 100 200 400 GRAPHIC SCALE IN FEET	
DRAWN BY: GD			
LAND LOT 206	20th DISTRICT	2nd SECTION	
COBB COUNTY		GEORGIA	

GEORGIA LAND SURVEYING CO.
155 CLIFTWOOD DRIVE, ATLANTA, GA 30328
PHONE (404)255-4671 FAX (404)255-6607
WWW.GEORGIALANDSURVEYING.COM

206084

Training Institute for Responsible Vendors, Inc.

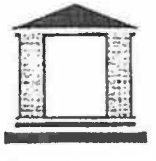
certifies that

Ashish Patel

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

In witness thereof the undersigned have affixed their names this 20th day of May, 2021

Seal



President

LEASE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS LEASE ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (this "**Agreement**") is made and entered into this 1st day of May, 2026 (the "**Effective Date**"), by and among **A. R. BROOKS ENTERPRISES, INC.**, a Georgia corporation, doing business as, **LANCE OIL COMPANY** ("**Landlord**"); **Ashish N. Patel,** an individual, and **Binal & Thea, LLC**, a Georgia Limited Liability Company (jointly and severally, if more than one, "**Assignor Tenant**"); and **Ashish N. Patel,** an individual, and **Haley & Thea LLC**, a Georgia Limited Liability Company (jointly and severally, if more than one, "**Assignee Tenant**").

W I T N E S S E T H:

Landlord and Assignor Tenant entered into that certain Commercial Lease Agreement, dated July 1, 2021 (as amended, and together with any and all renewals, extensions, modifications, substitutions therefor and assignments hereinafter, the "**Lease**"), for the use and occupation of the Premises, as more particularly described therein, known as 2057 N. Cobb Parkway, Kennesaw (Cobb County), Georgia 30152;

WHEREAS, Assignor Tenant desires to assign all its right, title and interest in and to the Lease to Assignee Tenant, and Assignee Tenant also desires certain amendments to the terms and conditions of the Lease prior to or concurrent with the assignment and assumption herein and as a condition to its entry and delivery thereof;

WHEREAS, Landlord is willing to consent to said assignment and amendments to the Lease, subject to and upon the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Agreement shall have the same meanings as those ascribed to them in the Lease, unless the context clearly requires otherwise. In the event that the terms of this Agreement conflict with the terms of the Lease, the terms of this Agreement shall control.

2. **Assignment**. Subject to the terms and conditions of this Agreement, Assignor Tenant hereby sells, transfers, conveys and assigns to Assignee Tenant, as of Effective Date, all of Assignor Tenant's right, title, interest, liabilities, obligations and benefits as Tenant in, under, to and by virtue of the Lease, including, but not limited to the obligations for the payment of Rent during the Term of the Lease subject to the covenants conditions, agreements, restrictions, terms and rents contained in the Lease or this Agreement, together with all right, title and interest of Assignor Tenant in and to the Premises.

3. **Assumption**. Subject to the terms and conditions of this Agreement, Assignee Tenant hereby agrees to assume the Lease from and after the Effective Date, and to pay the Rent, Additional Rent, Taxes and other charges set forth in the Lease, and to faithfully perform all of the covenants, stipulations, agreements and conditions contained therein on part of the Tenant to be observed and performed on or after the Effective Date, and to stand fully liable to Landlord as Tenant upon the Lease, including, without limitation, liability for any and all obligations of Assignor Tenant under the Lease accruing on or after the Effective Date.

4. **Prorations**. Assignor Tenant and Assignee Tenant covenant and agree to prorate any amount due for the security deposit, utilities, Taxes and insurance or other obligations under the Lease or pertaining to the Premises outside this Agreement.

5. **Landlord Estoppel**. Landlord recognizes and affirms for the benefit of Assignee Tenant, that, as of the Effective Date: (i) that a true, correct and complete copy of the Lease is attached as **Exhibit A** hereto and incorporated herein by reference; (ii) that, upon entry of this Agreement, Assignee Tenant shall be the current Tenant in possession of the Premises under the terms of the Lease; (iii) that the initial term of the Lease commenced on the Commencement Date of the Lease (as defined therein), that the primary Term of the Lease is Five (5) years and that the Lease is subject to One (1) renewal options, each of Five (5) years in duration, subject to the terms and conditions set forth in the Lease for exercise and renewal; (iv) that the current monthly installment of Base Rent due under the Lease is [redacted] with the next payment due on the 1st day of July, 2026; (v) that the Tenant has paid all Base Rent due under the Lease for the period up to and including the last day of June 2026; (vi) that, to the knowledge of Landlord, Tenant is not in default under the Lease; and (vii) that the Lease sets forth the entire agreement between the Tenant and the Landlord pertaining to the Premises and is in full force and effect in accordance with its terms.

6. **Landlord Acknowledgement and Consent to Assignment.** In consideration of the terms and conditions contained herein, Landlord hereby (a) consents, as of the Effective Date, to the within and foregoing assignment and amendment of the Lease to Assignee Tenant; and (b) grants such releases, if any, as set forth below. Neither such consent nor the collection of Rent or other payments from Assignee Tenant shall be deemed a waiver or relinquishment for the future of the covenant restricting assignment or subletting, nor shall the acceptance of Assignee Tenant as Tenant under the Lease be construed as releasing Assignor Tenant from the full performance of the provisions of the Lease.

The terms selected by Landlord in the check box below shall govern and control. The unselected terms shall be null and void and shall not be considered a part of this Agreement. In the event that one of following terms is not selected by Landlord, then the terms in Subsection (a) No Release of Assignor Tenant shall apply and govern.

☐ (a) No Release of Assignor Tenant. Assignor Tenant shall not be released from its liabilities, covenants and obligations under the Lease and shall continue to be liable for any and all liabilities, covenants, indemnities and obligations on the part of Tenant thereunder that have accrued or that will accrue hereinafter during the Term of the Lease, including any renewals thereof, and the acceptance of Assignee Tenant under the Lease shall not be construed as releasing Assignor Tenant from the full payment and performance of the provisions of the Lease. Assignor Tenant agrees that Landlord and Tenant may hereinafter amend or restate the Lease in any way, including without limitation, an extension of the Term, and further assignments may be made, without the prior consent of or notice to Assignor Tenant. Should Assignee Tenant hereinafter default under the Lease, following the expiration of any applicable notice and cure period (if required by the Lease), Landlord may (a) proceed to enforce its rights against Assignor Tenant, and/or (b) proceed to enforce its rights against Assignee Tenant, all in accordance with the terms and provisions contained in the Lease.

☑ (b) Limited Release of Assignor Tenant. Assignor Tenant is hereby released and further discharged, as of the Effective Date, from any and all its liabilities, covenants and other obligations under the Lease, including, but not limited to the obligations for the payment of Rent and Taxes and Insurance Costs; provided that any such release and discharge is limited to the liabilities, covenants and other obligations under the Lease that accrue on or after (but not before) the Effective Date of this Agreement and during the remainder of the Term of the Lease.

7. **No Discharge.** Notwithstanding anything to the contrary contained herein, Landlord reserves, retains and shall have the right to pursue any and all actions, rights and/or remedies against Assignor Tenant under the Lease, as its interests may appear, in connection with any acts or occurrences accruing prior to the Effective Date of this Agreement, and/or duties or liabilities accruing prior to the Effective Date of this Agreement and which would survive termination of the Lease, including without limitation, Tenant's insurance and indemnification obligations as provided in the Lease.

AP/ ____/____/____

8. **Lease Amendments**. The Lease is hereby amended as follows. Except as otherwise amended in this Agreement, in all other respects, the Lease shall continue in full force and effect.

(a) Notices. The address of Assignor Tenant, for the purposes of notices, elections, demands, requests and responses thereto permitted or required to be given under this Lease, shall be the following:

Ashish Patel
[redacted]

9. **AS IS Premises**. Assignee Tenant hereby acknowledges and agrees that it takes and accepts the Premises upon the terms and conditions herein contained and in its present condition and in an **AS IS, WHERE IS, WITH ALL FAULTS CONDITION**, and hereby stipulates that the Premises are suited for the use intended by Assignee Tenant, to have and to hold the same for the balance of the Lease Term, including any renewals, if and as applicable. Assignee Tenant agrees that Landlord has made no representations and/or warranties, express or implied, with respect to the Premises; that it has examined the Premises and is fully satisfied with the condition thereof, including but not limited to the economic viability, profitability or business potential of the business thereon; and that it is solely relying on the results of its own investigation relative to the entry of this Lease.

10. **Brokers**. Assignor Tenant and Assignee Tenant each represent and warrant to the other that there are no real estate brokers, salespersons, finders, firms or other parties with claims for any broker's commissions or finder's fees in connection with this Agreement, and Assignor Tenant and Assignee Tenant agree to indemnify and save the others harmless from any liability that may arise in connection with any real estate brokers, salespersons, finders, firms or other party claiming by, through or under such party and seeking any commission, fee or payment in connection with this Agreement, including reasonable attorneys' fees. The terms and conditions in this Section 10 shall survive the expiration or earlier termination of the Lease.

11. **Modification; Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and may not be modified except by a writing signed by the parties. No representations, warranties, projections, assurances, promises, inducements, understandings, or agreements (whether express or implied, or whether oral or written) made before the date of this Agreement will change the terms of this Agreement or have any binding effect on any party. Except as herein amended and by this Agreement, the Lease has not been modified or amended, is in full force and effect, and is hereby ratified and confirmed, subject to the terms, provisions and conditions thereof.

12. **Governing Law**. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement without resort to its conflict of laws provisions.

13. **Authority and Binding Effect**. Each party represents and warrants to the other that those persons executing this Agreement on its behalf are duly authorized to execute and deliver the same on its behalf, and that this Agreement is binding upon the parties in accordance with its terms. This Agreement shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. **Facsimile/Electronic Mail Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine, email or PDF document, is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

15. **Severability**. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid, illegal, or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to parties or circumstances other than those to which it is held invalid, illegal, or unenforceable, is not affected thereby and each term, covenant, and condition of this Agreement

AP/ SFB

remains valid and enforceable to the fullest extent permitted by law, but only if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

[Remainder of this page left blank. Signatures appear on the following page(s)]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the Effective Date.

ASSIGNOR TENANT:

Ashish N Patel,
an individual

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

By: _____
Name: Ashish N. Patel
Date: 5/7/26

AND

Binal & Thea, LLC,
a Georgia Limited Liability Company

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

By: _____
Name: Ashish N. Patel
Title: owner
Date: 5/7/26

[CORPORATE SEAL]

ASSIGNEE TENANT:

Ashish N. Patel,
an individual

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

By: _____
Name: Ashish N. Patel
Date: 5/7/26

AND

Haley & Thea LLC,
a Georgia Limited Liability Company

Signed, Sealed and Delivered in the Presence of:

Unofficial Witness

By: _____
Name: Ashish N. Patel
Title: Owner
Date: 5/7/26
EIN: 41-5049922

[CORPORATE SEAL]

LANDLORD:

A. R. BROOKS ENTERPRISES, INC.,
a Georgia corporation, doing business as, **LANCE OIL COMPANY**

Signed, Sealed and Delivered in the Presence of:

By: _____
Name: Greg Brooks
Title: Vice President
Date: 05/07/26

Unofficial Witness

[CORPORATE SEAL]

AP/ /

EXHIBIT A

(Copy of Lease)

Control Number : 26055484

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

[redacted]

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

[redacted]

a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **03/05/2026** by the filing of articles of organization in the Office of the Secre[redacted]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 **03/12/2026**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 3/5/2026 8:46:50 AM

BUSINESS INFORMATION

CONTROL NUMBER	26055484
BUSINESS NAME	Haley & Thea LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/05/2026

PRINCIPAL OFFICE ADDRESS

ADDRESS [redacted]

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Ashish Patel	[redacted]	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Ashish Patel	ORGANIZER	[redacted]

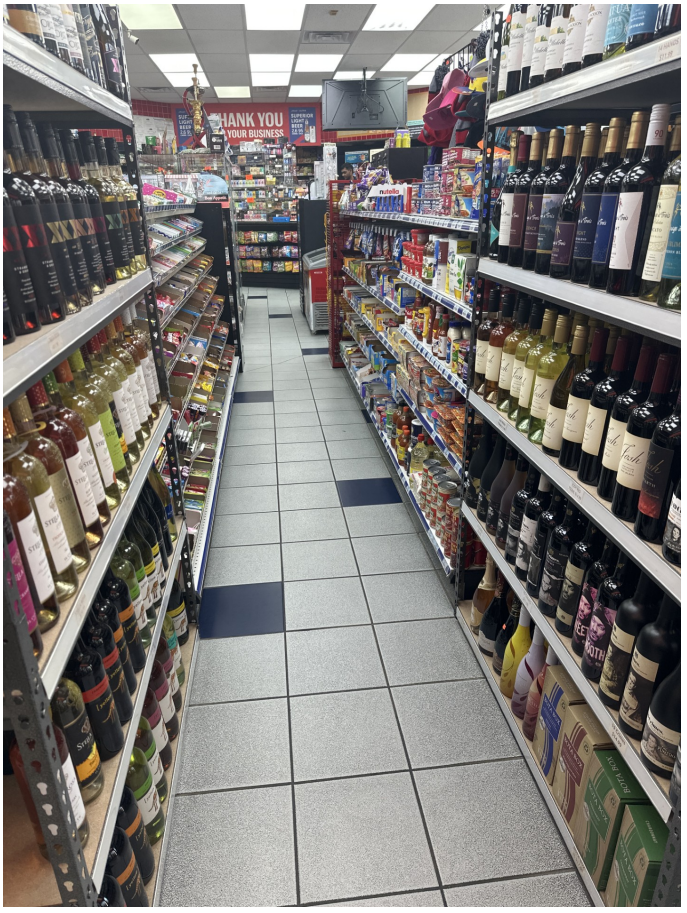
OPTIONAL PROVISIONS

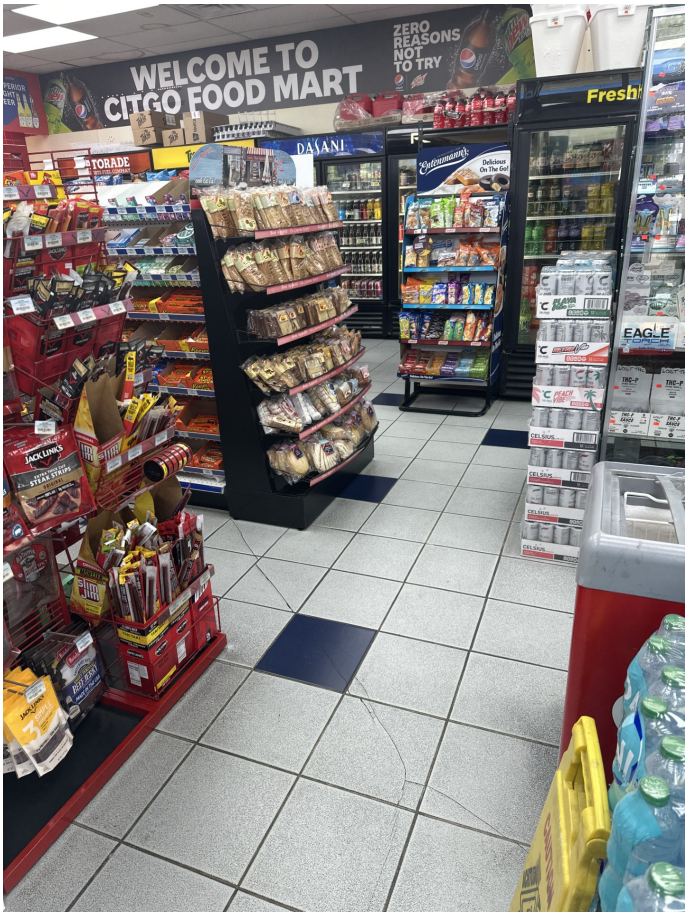
N/A

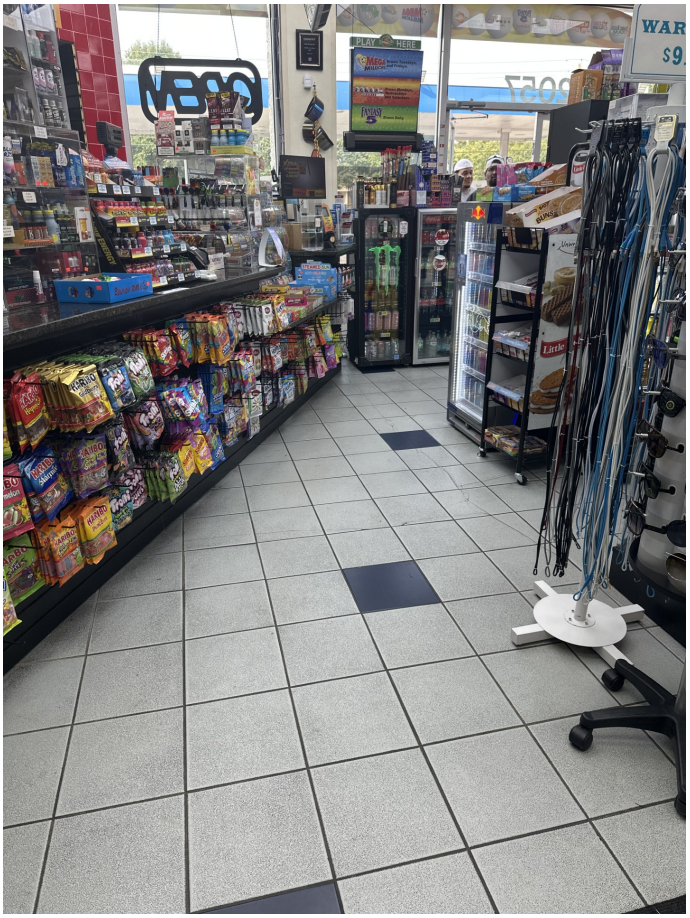
AUTHORIZER INFORMATION

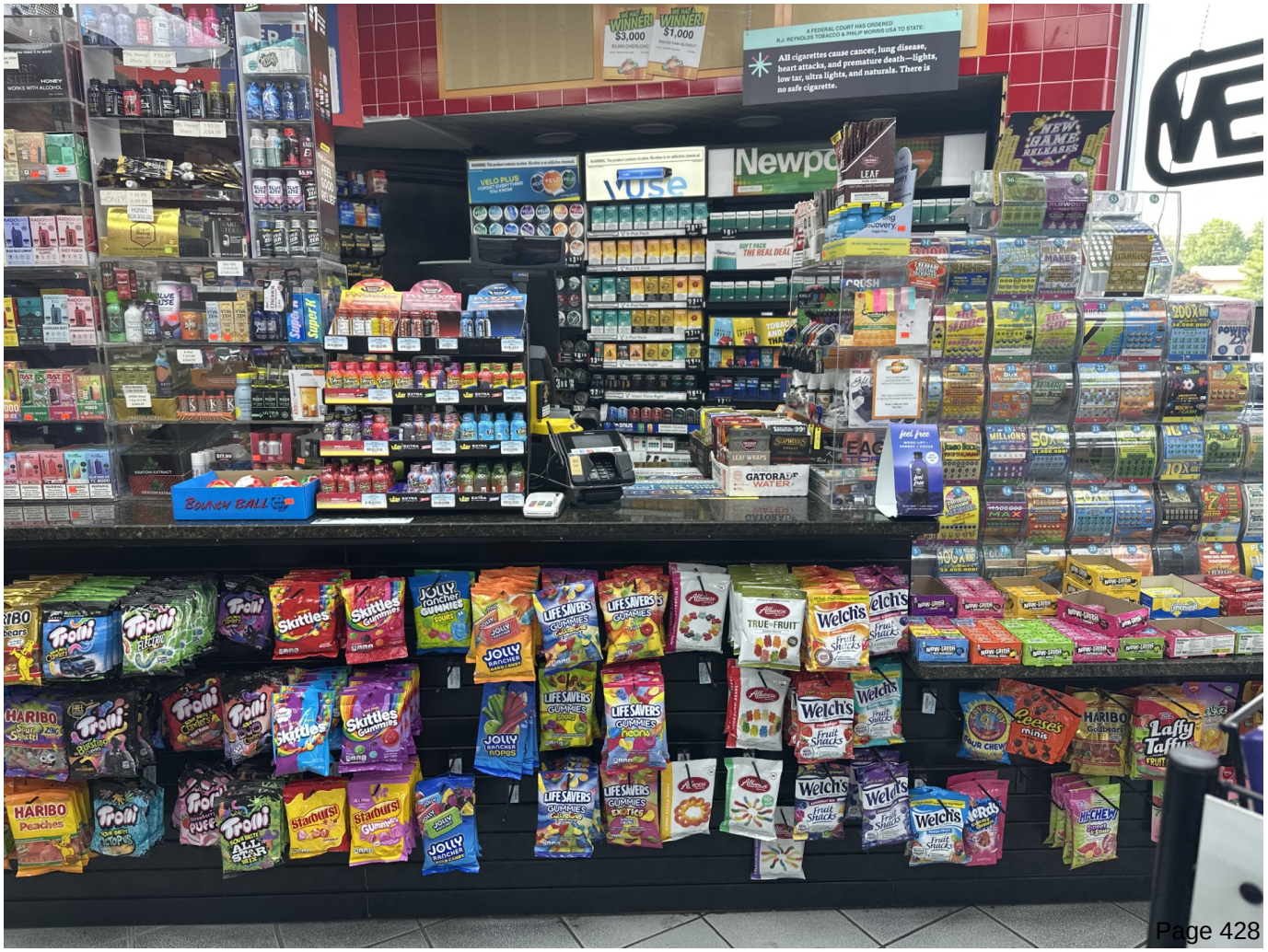
AUTHORIZER SIGNATURE	Ashish Patel
AUTHORIZER TITLE	Organizer

Michelob
ULTRA
SUPERIOR LIGHT BEER
Tropicana


THANK YOU
YOUR BUSINESS


WELCOME TO
CITGO FOOD MART
ZERO
REASONS
NOT
TO TRY
DASANI
EAGLE




All cigarettes cause cancer, lung disease, heart attacks, and premature death—lights, low tar, ultra lights, and naturals. There is no safe cigarette.
GATORADE WATER
Skittles
LIFE SAVERS GUMMIES
Welch's
HARIBO
Starburst

Draws Mondays, Wednesdays and Saturdays.
Draws Daily.
PLAY NOW!
Push

Food Mart
2057
PLAY HERE
50
663
266
ATM
Coca-Cola
Real Magic
ENJOY
$1 OFF/GAL
welcome

THANK YOU
FOR YOUR BUSINESS
BEER
2.6 95
CARBS CALS

Fresh Food
SUPERIOR
LIGHT
BEER

PLAY HERE
MEGA MILLIONS Draws Tuesdays and Fridays.
POWERBALL Draws Mondays, Wednesdays and Saturdays.
FANTASY 5 Draws Daily.
GEORGIA LOTTERY
GEORGIA LOTTERY
All Customers We Scan IDs We Card
JOIN TO SAVE $1 OFF/GAL
More Memories Per Gallon
Coca-Cola
KICK'n CASH
$500,000 CASH BLOWOUT
30 TOP PRIZES OF $500,000!
$250 BONUS
$500 BONUS
$1,000 BONUS

Item Report

TO: The Honorable Mayor and City Council

FROM: Kayla Willis, Business License Manager

DATE: August 10, 2026

TITLE: **Alcohol License: Ignite Lounge**
Consideration for approval of a Retail Pouring License for Liquor, Beer, Wine and Sunday Sales for PAZ Group LLC D/B/A Ignite Lounge located at 2655 Cobb Pkwy NW Suite 109 Kennesaw, GA 30152. Applicant: Kayode Jawo

---

Summary:
The applicant has completed the required alcohol workshop per Section 6-69. Signs have been posted and this hearing has been properly advertised per Section 6-36. The current application and background checks are on file.

A distance survey was completed by a certified surveyor and indicates that the business 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. A public hearing is required for Mayor and Council to decide upon waiving the distance requirements, and the applicant has been made aware. The public hearing will be held on August 17, 2026.

Recommendation:

Fiscal Impact:
100-0000-32-190000-00000: Application Fee $350.00

Attachments:
1. IGNITE LOUNGE ALCOHOL APPLICATION_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):
- [x] Liquor
- [x] Beer
- [x] Wine
- [ ] Growler
- [x] Sunday Sales

License Type (Choose one):
- [ ] Manufacturer
- [ ] Wholesaler
- [ ] Retail Package
- [x] Retail Pouring

Type of Establishment (Choose one):
- [x] Restaurant
- [ ] Night Club
- [ ] Grocery Store
- [x] Lounge
- [ ] Private Club
- [ ] Bottle House
- [ ] Convenience Store
- [ ] Indoor Entertainment Hall
- [ ] Hotel/Motel
- [ ] Package Store

Business Type (Choose one):
- [ ] Sole Proprietor
- [ ] Corporation
- [x] LLC
- [ ] Partnership
- [ ] LLP

Please fill out the below information:

1. Full name of business: PAZ GROUP LLC
   Doing Business As (DBA): IGNITE LOUNGE
   Anticipated start date of business:

2. Business location: 2655 COBB PKWY NW
   Email address: [redacted]
   Phone Number: [redacted]
   Mailing address: 2655 COBB PKWY NW KENNESAW GA 30152

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	[x]	Yes	[ ] No
b.	School or college	600 feet radius	[ ]	Yes	[x] No
c.	Church	600 feet radius	[ ]	Yes	[x] No
d.	Public building	600 feet radius	[ ]	Yes	[x] No
e.	Hospital	600 feet radius	[ ]	Yes	[x] No
f.	Public park	600 feet radius	[ ]	Yes	[x] No
g.	Day care center*	600 feet radius	[ ]	Yes	[x] No
h.	Alcohol or drug treatment center	600 feet radius	[ ]	Yes	[x] No

Package Sales have additional distance limitations as follows:

Package Sales Only (

a. Schc ☐ Yes ☐ No
b. Reta ☐ Yes ☐ No
Pack
c. Chu ☐ Yes ☐ No
d. Day ☐ Yes ☐ No
e. Alcc ☐ Yes ☐ No
treat

Package Sales Only (

a. Schc ☐ Yes ☐ No
b. Alcc ☐ Yes ☐ No
treatment center

* Must accept GA Pre-K or HOPE Scholarship Monies
* Must follow a prescribed state curriculum

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

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

Number of pool tables:	0
Number of video game machines:	0
Size of dance floor:	N/A
Amount of cover charge:	0
Will the location have a DJ, and if so, number of times per week:	2

5. How many square feet are the following:

a. Dining are:	800 sq ft
b. Bar area:	100 sq ft
c. % of total dining space that is a bar area:	% 10

Is this location new construction or pre-existing? NEW EXISTING

How is the proposed location zoned? HGB.

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

Zoning verified by City of Kennesaw Zoning Division staff member _____

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

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

If Partnership or LLP:

6. Partnership of LLP Name: N/A

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

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

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

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

Attach additional sheets if needed

If Corporation or LLC:

7. Corporation or LLC Name: PAZ GROUP LLC

President/Member: Kayode Jawo
Email Address: [redacted]
Phone Number: [redacted]
Social Security #: [redacted]
Date of Birth:
% of Ownership: 100%

Home Address: [redacted]
City: [redacted]
State:
ZIP:

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

Home Address:
City:
State:
ZIP:

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

Home Address:
City:
State:
ZIP:

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

Home Address:
City:
State:
ZIP:

Attach additional sheets if needed

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

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

Corporate Name	Business Name	% Owned
NA		

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
NA				

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

Licensee/Owner Name	Business Name	Address
NA		

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
NA		

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

Property Owner: BEN JOSEPH

Address: [redacted]

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 $ _____

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
NA				

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

Name	Address	Compensation
KAYODE JAWO	2655 COBB PKWY NW #109 KENNESAW GA	

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

Name	Address
CPA TAX ADVISORS	2870 PEACHTREE RD NW #281 ATLANTA GA

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 O No ✓

If yes, give full details.

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

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

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

NA

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 citied, 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.

NA

* 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.

TRAINING INSTITUTE FOR RESPONSIBLE VENDORS
NOT REQUIRED ANNUALLY FOR OWNERS

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

IN-HOUSE TRAINING DOCUMENTS

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.

CARD EVERY ONE BEFORE SALE

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:

Cash register, Cameras, Signs

27. Estimated gross receipts from this location for the remaining calendar year: $ [redacted]

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

From/To Month/Year	Company	City	State	Position/Salary
2020 - 2025 ~~CONSULTANT~~	VFI	POTOMAC	MD	CONSULTANT
2016 - 2020 ~~KEPL~~		KANSAS	MO	CONSULTANT
2015 - 2016	AMDOCS	~~ALPHARETTA~~	GA	Engineer

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

From/To Month/Year	Address	City	State
2022 - 2024	[redacted]		
2024 - 2025			
2020 - 2024			

City of Kennesaw, GA

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

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

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): KAYODE JAWO
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: 770 6932117
   b. Cell: [redacted]
   c. Home: _____

3. Home Address: [redacted]
4. Business Address: 2655 Cobb Pkwy NW #109

5. Please fill out the following:
   Age: [redacted] Sex: M Height: 6-2 Color of Hair: BLK
   Race: AA Weight: 220 Color of Eyes: BROWN

6. Social Security #: [redacted]
7. Place of Birth: NIGERIA Date of Birth: [redacted]
   U.S. Citizen: YES ○ By Birth ⊘ Naturalized
   If a naturalized citizen, provide certificate #: [redacted]
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: _____
   and submit copy of I-551 card
   Derived Parents Certificate #'s: _____
   Date & Port of Entry: DALLAS, 2012

8. How long have you resided in the State of Georgia? _____
9. Number of years at this present address? _____

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

11. If married, complete the following information on spouse.
    Full Name of Spouse: _____
    Social Security #: _____ Spouse's Maiden Name: _____
    Place of Birth: _____ Date of Birth: _____
    Place of Marriage: _____ Date of Marriage: _____

Name of spouse's employer: NA

Address of employer: _____

U.S. Citizen: _____ ○ By Birth ○ Naturalized

If a naturalized citizen, provide certificate #: _____

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: _____

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
PHILIP JAWO		[redacted]	WASHINGTON
ANASTASIA JAWO			DALLAS
ZANE JAWO			MINNESOTA

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

	Full Name	Address
Parents:	PHILIP JAWO	LAGOS, NIGERIA
	VERONICA JAWO	LAGOS, NIGERIA
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

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.

NO

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

M/YR	to	M/YR	School	Address	City	State	Degree
10/2K		10/24	SNHU				M.S computer
10/99		10/2010	UNIVERSITY BENIN		BENIN	NIGERIA	LAW

KENNESAW, GEORGIA
COBB COUNTY

I, Kayode Jawo 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.

Signature of Applicant

Signature of Spouse of Applicant

Sworn to and subscribed before me this 28 day of August

Notary Public

KEVIN CHECKWOOD NOTARY PUBLIC COBB COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 25, 2026

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

Phone Number

Application received in Kennesaw City Hall by: Mayor Hall

Application to be heard by Mayor & Council

Date & Time: August 17, 2026 at 6:30 pm

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING

City of Kennesaw, GA

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: KAYODE JAWO
Social Security #: [redacted]
Residence Address: _____
City/State/Zip: _____
Residence Phone: _____

Date of Birth: [redacted]
Name of Spouse: _____
Business/Organization: PAZ GROUP LLC
Business Phone: [redacted]
Partner/Officer in any other business? ○ Yes ⊗ No

Assets		Liabilities	
Cash on hand in banks	[redacted]	Notes payable to banks - Secured	[redacted]
Accounts Receivable		Notes payable to banks - Unsecured	
Stocks & Bonds		Accounts Payable	
Real Estate		Unpaid Taxes	
Cash value of Life Insurance		Mortgage on Real Estate	
Automobiles		Other Debts (itemize)	
Deposit Accounts		Total Liabilities	
Credit w/ Financial Institutions		Net Worth	
Other Assets (Itemize)			
Total Assets		**Total Liabilities & Net Worth**	

Source of Annual Income: CONSULTING — Salary: [redacted]
Bonus & Commissions: [redacted] — Dividends: [redacted]
Alimony, Child Support, or Separate Income: _____
Itemize all loan sources & Interest: _____
Other Income (Itemize): _____
Total Income: [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? NO — Beneficiary: — ○ Yes ⊗ No
Who is named as your executor? — Executor: —

As of August 2025

City of Kennesaw, GA

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

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

License Application:
Alcoholic Beverage

FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT

TO BE COMPLETE BY RETAIL POURING APPLICANTS ONLY

NAME OF ESTABLISHMENT: PAZ GROUP LLC DBA IGNITE LOUNGE
ADDRESS OF ESTABLISHMENT: 2655 COBB PKWY NW #109 KENNESAW GA
LICENSEE'S NAME: KAYODE JAWO

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

PERIOD FOR WHICH INFORMATION IS PROVIDED: 6/1/25 - 5/31/26 (IF EXISTING BUSINESS, MUST BE A 12 MONTH PERIOD. IF NEW BUSINESS, MUST BE 12 MONTH ESTIMATE.)

Gross Receipts from Food sales this period: $ [redacted]
Gross Receipts from Alcoholic Beverage Sales this period: $
Total Food sales and Alcoholic Beverage sales this period: $

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:
The Cash register segregates food & alcohol automatically

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

Miriam Sledge — NAME (PRINTED)
CPA Tax Advisors, LLC — NAME OF CPA FIRM
770-969-1255 — PHONE
[signature] — SIGNATURE
2370 Peachtree RD NW #281 — BUSINESS ADDRESS
Atlanta — CITY/STATE:
GA 30305 — ZIP
[signature] — SIGNATURE OF NOTARY PUBLIC
SWORN UNDER OATH THIS 27th DAY OF August, 20 25

CRYSTAL T WHITE NOTARY PUBLIC FULTON COUNTY

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday from 12:30 p.m. until Monday 2:55 p.m. requires valid alcoholic beverage pouring license, valid Sunday Sales pouring license and that at least 50% of the licensed establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food.
I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of the alcoholic beverage pouring license, including the Sunday Sales pouring license. I further affirm that I understand that the City of Kennesaw Business License Division may audit or re-conduct verify same at its discretion.

[signature]
Signature of Licensee/Owner

Sworn under oath this 27th day of August, 2025 [signature] Notary Public

JARED MOORE NOTARY PUBLIC DeKalb County STATE OF GEORGIA My Comm. Expires July 10, 2029

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	Kayode Jawo	08/28/2025
	Print Name	Date

SPECIAL MENU

HOUSE SALAD
MADE WITH FRESH INGREDIENTS OF THE SEASON

WINGS

PITA & HUMMUS

GRILLED SUYA
SPICY GRILLED BEEF STRIPS

TACOS
SELECT ON OF BEEF, CHICKEN, OR SHRIMP

WRAPS
SELECT ON OF CHICKEN, BEEF OR VEGETABLE

GRILLED SANDWICH
SELECT ON OF VEGETABLE, CHEESE, OR CHICKEN

GRILLED LAMB CHOPS
SERVED WITH WHITE RICE & SEASONAL VEGETABLES

GRILLED SALMON
SERVED WITH RICE & SEASONAL VEGETABLES

CHICKEN/GOAT SKEWERS
WITH RICE AND HOUSE SALAD

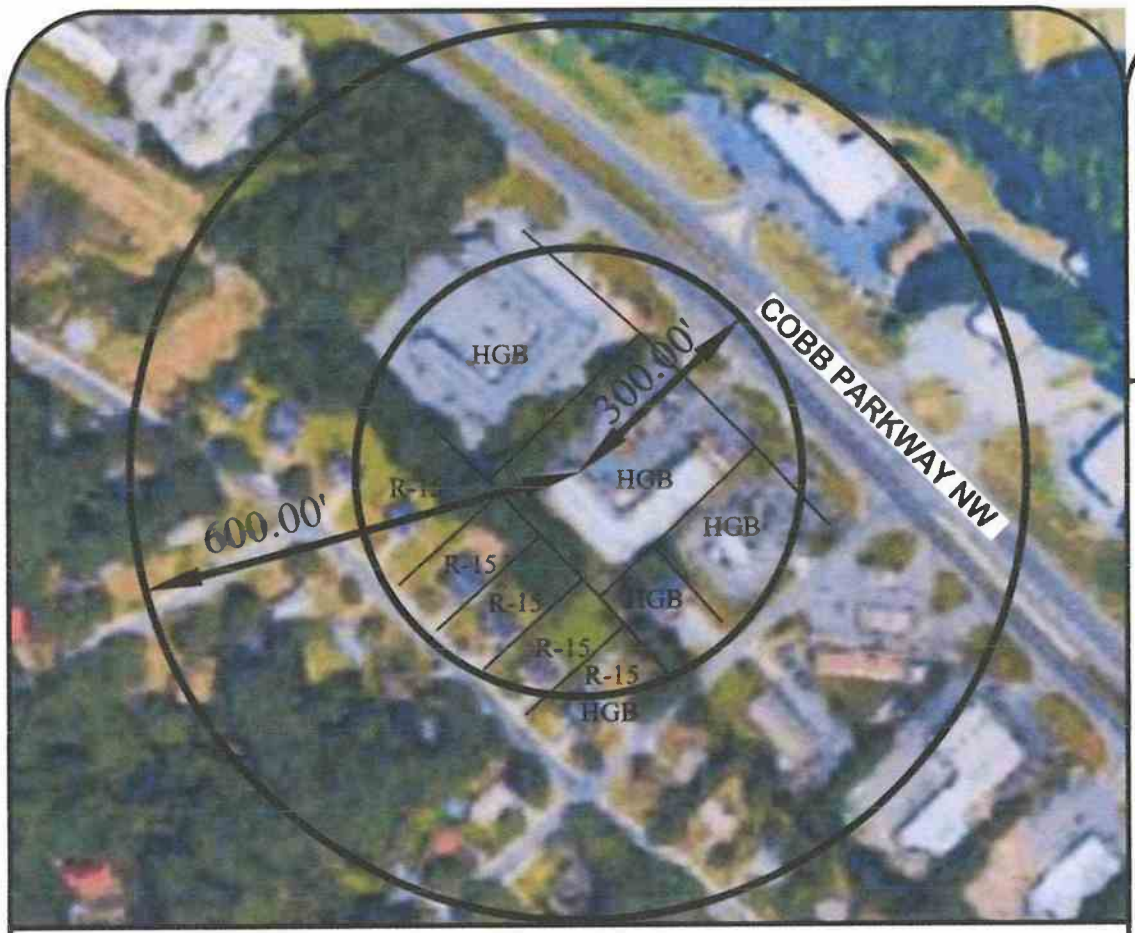
JAMBALAYA PASTA
CAJUN SEASONED-OVER LINGUINI PASTA

NACHOS
CHOICE OF CHEESE OR HOUSE-MADE SALSA DIP

LOADED BAKED POTATO
LOADED WITH CHIVES, CHEESE, BACON, SOUR CREAM

770-693-2117 | 2655 COBB PKWY NW KENNESAW

WWW.IGNITEKENNESAW.COM



MAGNETIC NORTH

SCALE: 1"=250'

ALCOHOL SURVEY

PREPARED FOR: IGNITE LOUNGE

2655 COBB PARKWAY, NW, SUITE 109, KENNESAW, GEORGIA, 30152

LAND LOT 166, 20TH DISTRICT, 2ND SECTION

COBB COUNTY, GEORGIA - 08/10/2023

SITE INFORMATION

BEER & WINE CONSUMPTION
2655 COBB PARKWAY, NW,
SUITE 109
KENNESAW, GEORGIA, 30152

NEAREST RESIDENCE: ±102'
3035 KENNESAW DRIVE
KENNESAW, GEORGIA, 30152

NEAREST CHURCH: ±2,721'
KENNESAW FIRST
BAPTIST CHURCH
2958 NORTH MAIN STREET
KENNESAW, GEORGIA, 30144

NEAREST PARK: ±4,808'
BIG SHANTY PARK
2050 KENNESAW DUE WEST ROAD
KENNESAW, GEORGIA, 30152

NEAREST ALCOHOL TREATMENT: ±8,182'
NORTH GEORGIA RECOVERY CENTER
1690 ROBERTS BOULEVARD
KENNESAW, GEORGIA, 30144

NEAREST SCHOOL: ±6,099'
KENNESAW MOUNTAIN HIGH SCHOOL
1898 KENNESAW DUE WEST ROAD, NW
KENNESAW, GEORGIA, 30152

NEAREST LIBRARY: ±11,845'
NORTH COBB REGIONAL LIBARY
3535 OLD HWY 41
KENNESAW, GEORGIA, 30144

NEAREST PACKAGE STORE: ±442'
KINGS LIQUOR
2699 COBB PARKWAY NW
KENNESAW, GEORGIA, 30152

MEASUREMENTS DETERMINED FROM FRONT DOOR OF PROPOSED LICENSE PREMISES TO THE PROPERTY LINE OF THE AFOREMENTIONED SITES ALONG A STRAIGHT LINE

THIS PLAT WAS PREPARED FOR THE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON FOR AN ALCOHOL PERMIT OF LICENSE APPLICATION PURPOSES ONLY AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

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GEORGIA
REGISTERED
No. 2830
LAND SURVEYOR
DANIEL F. CONROY

FOR THE FIRM BOUNDARY ZONE, INC. LSF #839

BOUNDARY ZONE, INC.
SURVEYORS, ENGINEERS AND LAND PLANNERS
800 SATELLITE BLVD., SUWANEE, GA 30024
WWW.BOUNDARYZONE.COM (770) 271-5772

GRAPHIC SCALE - IN FEET

125 0 250 500

PROJECT
25999-01

SHEET
1 OF 1

Training Institute for Responsible Vendors, Inc.

certifies that

Kayode Martin Jawo

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 19th day of August, 2023

Seal

President

1 LIFE SAFETY PLAN

TAD ARCHITECTS

CONSULTANTS

IGNITE LOUNGE

RELEASE FOR CONSTRUCTION

DATE

CAD DIVISION

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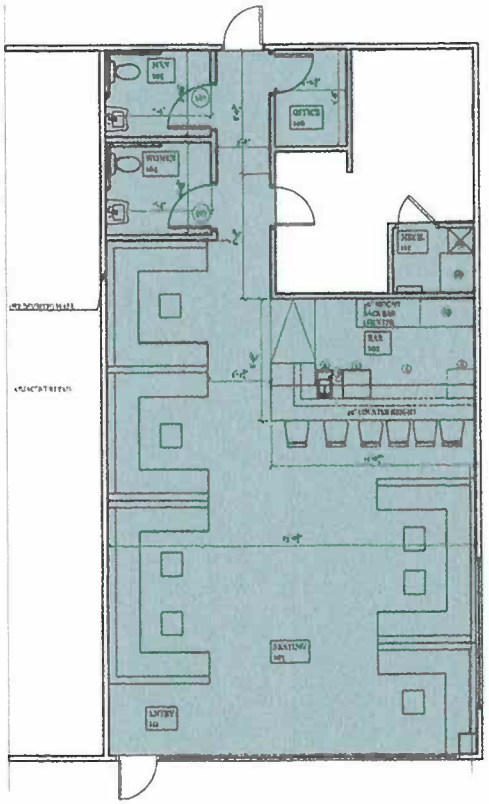
SHEET TITLE

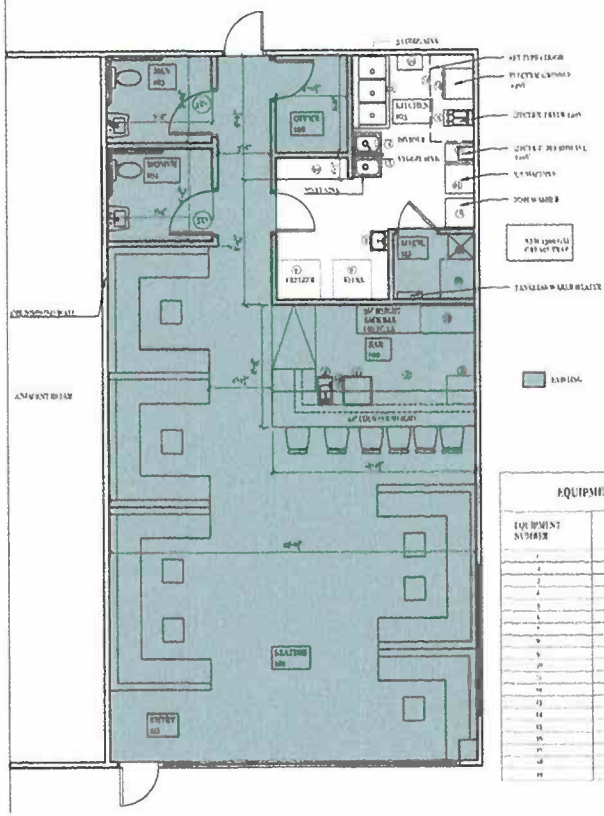
LIFE SAFETY PLANS

SHEET

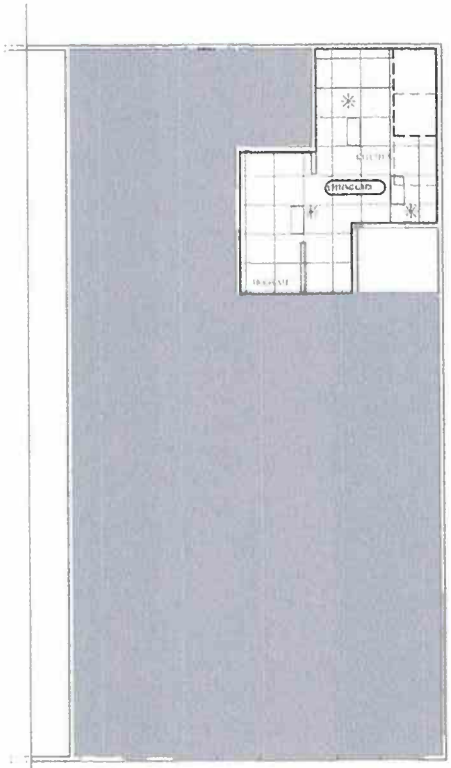
A02



1 EXISTING FLOOR PLAN



2 PROPOSED FLOOR PLAN



3 RCP

EQUIPMENT LEGEND

EQUIPMENT NUMBER	DESCRIPTION
1	[illegible]
2	[illegible]
3	[illegible]
4	[illegible]
5	[illegible]
6	[illegible]
7	[illegible]
8	[illegible]
9	[illegible]
10	[illegible]
11	[illegible]
12	[illegible]
13	[illegible]
14	[illegible]
15	[illegible]
16	[illegible]
17	[illegible]

ROOM FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLOOR	WALLS	CEILING NAME	COLOR
103	[illegible]	QUARRY TILE	[illegible]	WASHABLE FIRE RATED VINYL	LIGHT COLOR

RCP LEGEND

- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]
- [illegible]

TAD ARCHITECTS

CONSULTANTS

IGNITE LOUNGE

RELEASE FOR CONSTRUCTION

This drawing and all parts of it are the property of TAD architects, Inc., and may be reproduced in TAD architects, Inc. upon completion of use of all drawings and specifications of this drawing without the written consent of TAD architects, Inc. is not permitted.

DATE

CALENDAR DATE

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SHEET TITLE

FLOOR PLANS

SHEET

A01

IGNITE KITCHEN

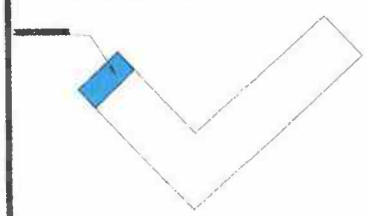
2644 COBB PKWY NW RD STE 109
KENNESAW GA 30142

PROJECT TEAM

[redacted]

[redacted]

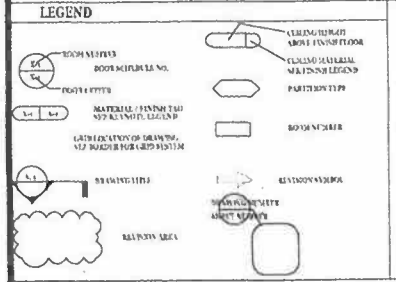
LOCATION



MATERIALS

POURED CONCRETE	ACOUSTICAL TILE
STONE FILL	RIGID INSULATION
CONCRETE MASONRY UNIT	FIVE RATED INSULATION
CUT STONE	GLASS
STEEL	BATT INSULATION
STRUCTURAL WOOD OR CONTINUOUS BLOCKING	PRECAST CONCRETE
PLYWOOD	TILE OR MASONRY
FINISH WOOD	EARTH (COMPACTED)
GYPSUM WALL BOARD	EARTH (LOOSE)

LEGEND



PROJECT DATA

GENERAL CODE INFORMATION

OCCUPANT CLASSIFICATION	ASSEMBLY (GROUP A) RESTAURANT
CONSTRUCTION TYPE	TYPE IIB UNPROTECTED
DESCRIPTION OF USE	RESTAURANT LOUNGE
FIRE SUPPRESSION SYSTEM	NON SPRINKLERED
STORIES	1
HEIGHT	15'-0"
AREA DEPICTED	10'-0"

PROJECT DESCRIPTION

EXISTING RESTAURANT/KITCHEN
APPLIANCE
HOOD
GREASE TRAP

THERE IS NO HAZARDOUS MATERIALS IN THIS PROJECT

GOVERNING CODES

[illegible]

OCCUPANT LOAD

OCCUPANT CLASS	AREA/OCCUPANT	AREA	OCCUPANT LOAD
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]			[redacted]
KITCHEN	100 SF PER PERSON	107 SF	[illegible]
[redacted]	[redacted]	[redacted]	[redacted]
BAR	100 SF PER PERSON	[redacted]	[redacted]
TOTAL			[illegible]

[redacted]			[redacted]
[redacted]	[redacted]		[redacted]
[redacted]	[redacted]		[redacted]

[redacted]

MAXIMUM TRAVEL DISTANCE

200ft

MAXIMUM DEAD END CORRIDOR

20ft

[redacted]

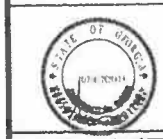
SHEET NO.	SHEET NAME	LATEST REVISION	SHEET NO.		LATEST REVISION
	ARCHITECTURAL				
A00	INDEX / COVER SHEET				
A01	FLOOR PLAN				
A02	LIFE SAFETY				
	ELECTRICAL				
E100	SPECIFICATIONS				
E101	LIGHTING PLAN				
E102	LIFE SAFETY				
	MECHANICAL				
M100	SPECIFICATIONS				
M101	HVAC PLAN				
M200	SCHEDULES AND DETAILS				
	PLUMBING				
P100	SPECIFICATIONS				
P101	CW/HW AND SANITARY DRAIN PLAN				
P200	SANITARY RISER				

TAD ARCHITECTS

CONSULTANTS

IGNITE LOUNGE

RELEASE FOR CONSTRUCTION



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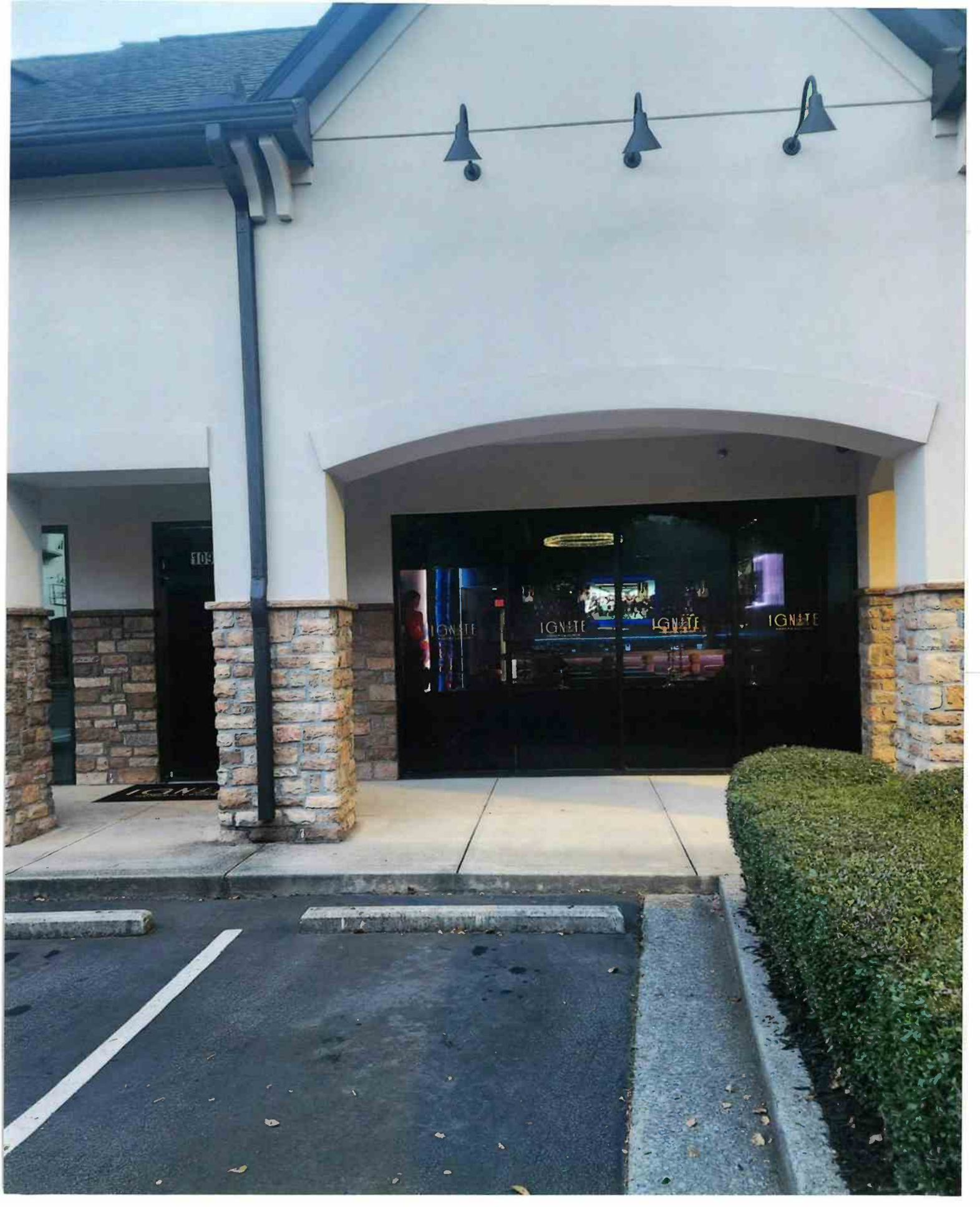
SHEET TITLE

COVER

SHEET

A00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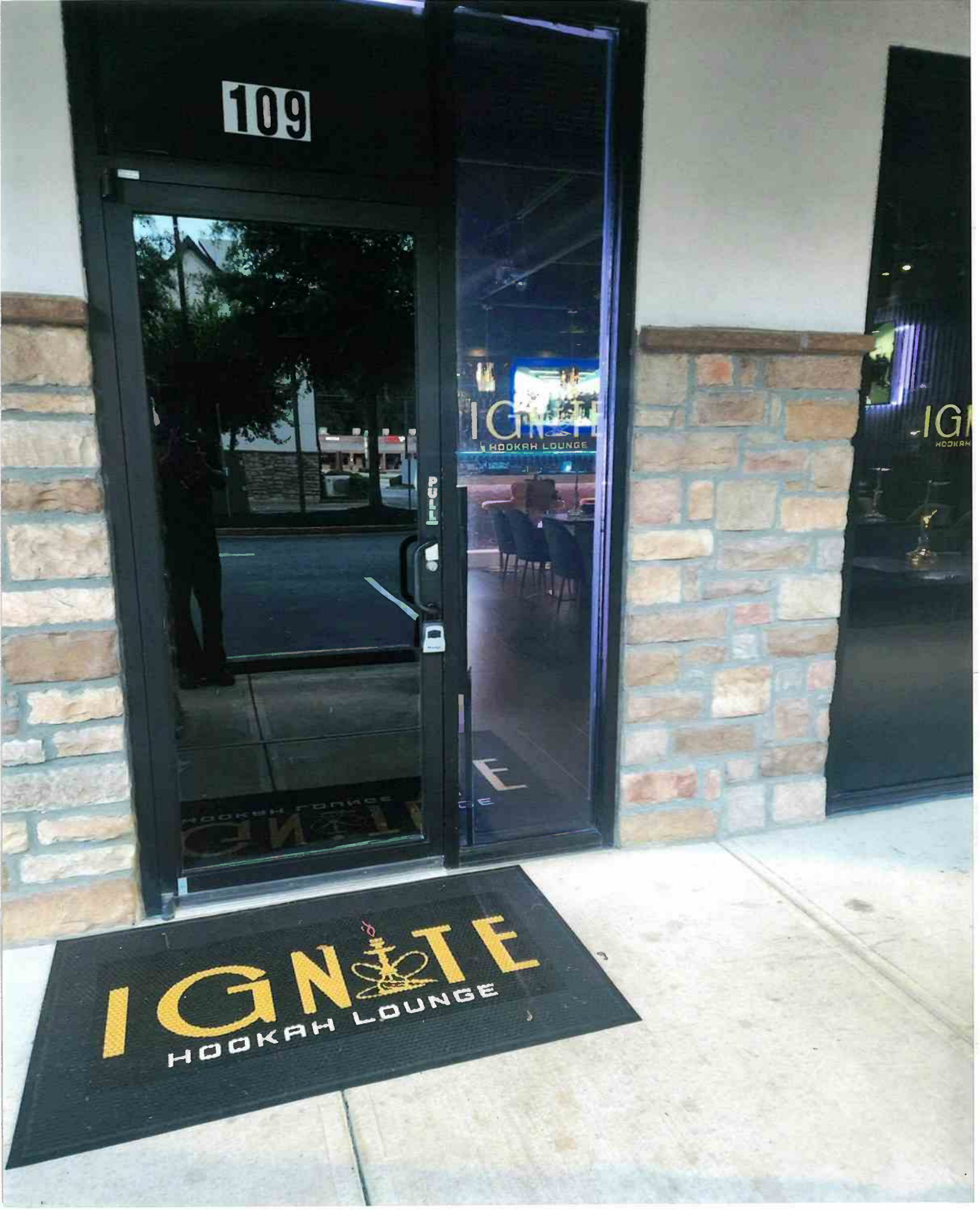
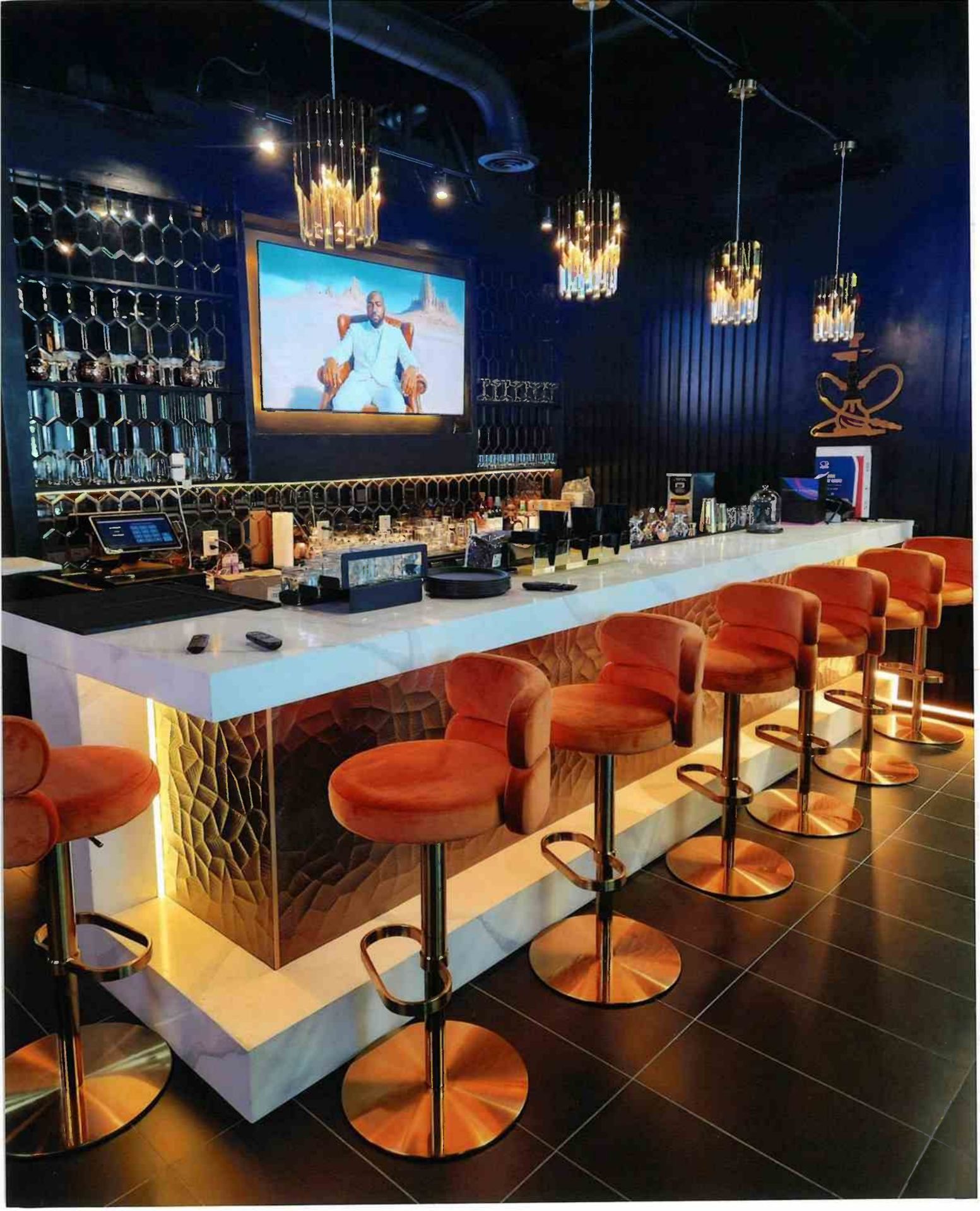
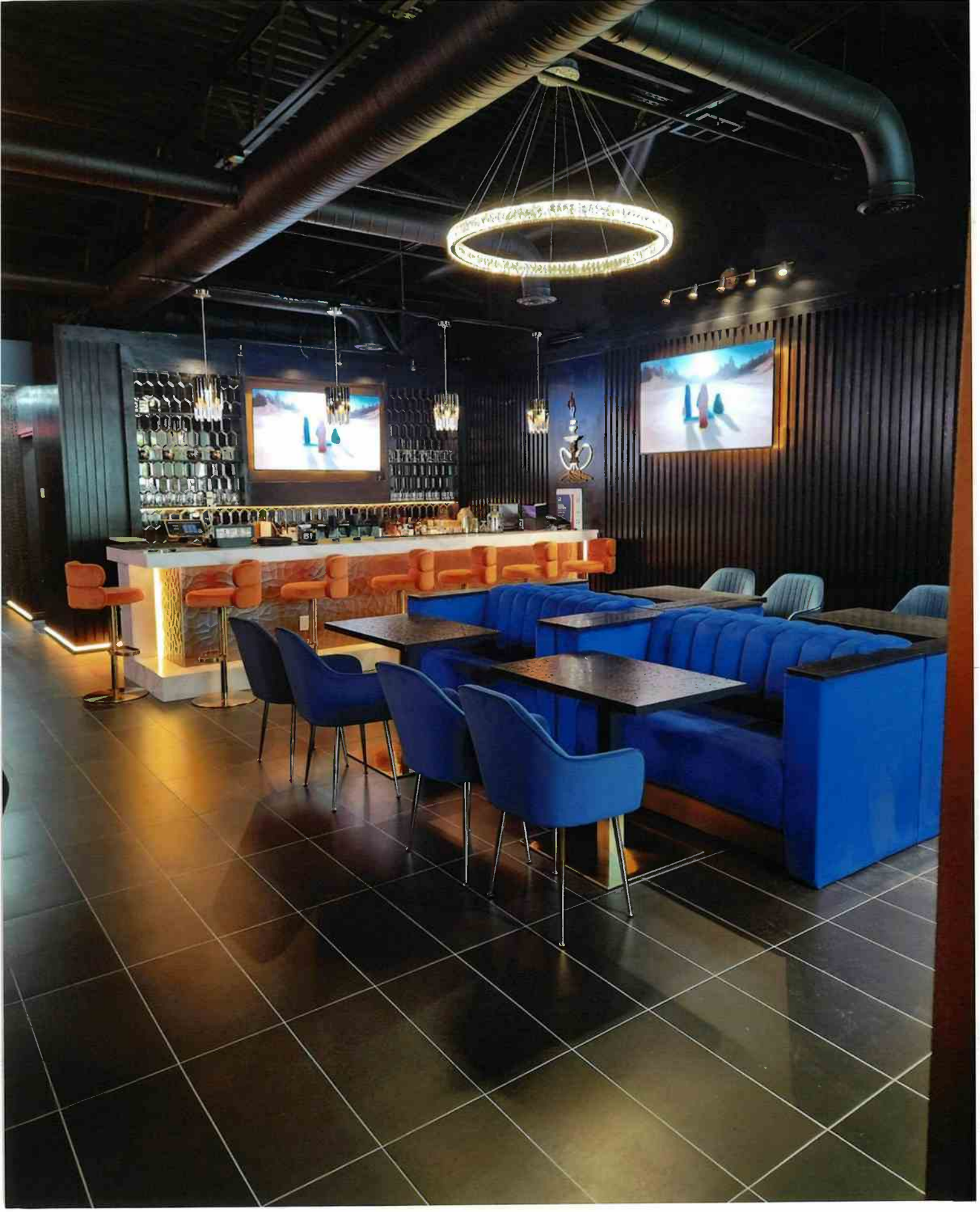

109
PULL
HOOKAH LOUNGE
IGNITE
HOOKAH LOUNGE





GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

GEORGIA DEPARTMENT OF PUBLIC HEALTH

Establishment Name: !!IGNITE LOUNGE

Address: 2655 COBB PKWY NW STE 109

City: KENNESAW **Time In:** 10 : 00 AM **Time Out:** 11 : 50 AM

Inspection Date: 07/14/2026 **CFSM:** Latoia Welch (ex. 07/13/2027)

Purpose of Inspection: Routine ○ Followup ○ Initial ● Issued Provisional Permit ○ Temporary ○

Risk Type: 1 ○ 2 ● 3 ○ **Permit#:** FSP-033-006204

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. **Public Health Interventions** are control measures to prevent illness or injury.

Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Last Score	Grade	Date
Prior Score	**Grade**	**Date**

CURRENT SCORE	CURRENT GRADE
100	A

SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U≤69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance staus (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance **OUT**=not in compliance **NO**=not observed **NA**=not applicable **COS**=corrected on-site during inspection **R**=repeat violation of the same code provision=2 points

Compliance Status						COS	R
1	IN	OUT	NA	NO	Supervision	4 points	
	●	○			1-2A. PIC present, demonstrates knowledge, performs duties	○	○
	●	○	○		1-2B. Certified Food Protection Manager	○	○
2	IN	OUT	NA	NO	Employee Health, Good Hygienic Practices, Preventing Contamination by Hands	9 points	
	●	○			2-1A. Proper use of restriction & exclusion	○	○
	○	○		●	2-1B. Hands clean and properly washed	○	○
	○	○	○	●	2-1C. No bare hand contact with ready-to-eat foods or approved alternate method properly followed	○	○
						4 points	
	●	○			2-2A. Management knowledge, responsibilities, reporting	○	○
	○	○		●	2-2B. Proper eating, tasting, drinking, or tobacco use	○	○
	○	○		●	2-2C. No discharge from eyes, nose, and mouth	○	○
	●	○			2-2D. Adequate handwashing facilities supplied & accessible	○	○
	●	○			2-2E. Response procedures for vomiting & diarrheal events	○	○
3	IN	OUT	NA	NO	Approved Source	9 points	
	●	○			3-1A. Food obtained from approved source	○	○
	○	○	○	●	3-1B. Food received at proper temperature	○	○
	●	○			3-1C. Food in good condition, safe, and unadulterated	○	○
	○	○	●	○	3-1D. Required records: shellstock tags, parasite destruction	○	○
4	IN	OUT	NA	NO	Protection From Contamination	9 points	
	○	○	○	●	4-1A. Food separated and protected	○	○
	●	○			4-1B. Proper disposition of returned, previously served, reconditioned, and unsafe food	○	○
						4 points	
	●	○	○		4-2A. Food stored covered	○	○
	●	○	○		4-2B. Food-contact surfaces: cleaned & sanitized	○	○

Compliance Status						COS	R
5	IN	OUT	NA	NO	Cooking and Reheating of TCS Foods, Consumer Advisory	9 points	
	○	○	●	○	5-1A. Proper cooking time and temperatures	○	○
	○	○	●	○	5-1B. Proper reheating procedures for hot holding	○	○
						4 points	
	○	○	●		5-2. Consumer advisory provided for raw and undercooked foods	○	○
6	IN	OUT	NA	NO	Holding of TCS Foods, Date Marking of TCS Foods	9 points	
	○	○	○	●	6-1A. Proper cold holding temperatures	○	○
	○	○	●	○	6-1B. Proper hot holding temperatures	○	○
	○	○	○	●	6-1C. Proper cooling time and temperature	○	○
	○	○	●	○	6-1D. Time as a public health control: procedures and records	○	○
						4 points	
	○	○	○	●	6-2. Proper date marking and disposition	○	○
7	IN	OUT	NA	NO	Highly Susceptible Populations	9 points	
	○	○	●		7-1. Pasteurized foods used: Prohibited foods not offered	○	○
8	IN	OUT	NA	NO	Chemicals	4 points	
	○	○	●		8-2A. Food additives: approved and properly used	○	○
	●	○			8-2B. Toxic substances properly identified, stored, used	○	○
9	IN	OUT	NA	NO	Conformance with Approved Procedures	4 points	
	○	○	●		9-2. Compliance with variance, specialized process and HACCP plan	○	○

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)

Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Compliance Status			COS	R
10	OUT	Safe Food and Water, Food Identification	3 points	
	○	10A. Pasteurized eggs used where required	○	○
	○	10B. Water and ice from approved source	○	○
	○	10C. Variance obtained for specialized processing methods	○	○
	○	10D. Food properly labeled; original container	○	○
11	OUT	Food Temperature Control	3 points	
	○	11A. Proper cooling methods used: adequate equipment for temperature control	○	○
	○	11B. Plant food properly cooked for hot holding	○	○
	○	11C. Approved thawing methods used	○	○
	○	11D. Thermometers provided and accurate	○	○
12	OUT	Prevention of Food Contamination	3 points	
	○	12A. Contamination prevented during food preparation, storage, display	○	○
	○	12B. Personal cleanliness	○	○
	○	12C. Wiping cloths: properly used and stored	○	○
	○	12D. Washing fruits and vegetables	○	○
13	OUT	Postings and Compliance with Clean Air Act	1 point	
	○	13A. Posted: Permit/Inspection/Choking Poster/Handwashing	○	○
	○	13B. Compliance with Georgia Smoke Free Air Act	○	○

Compliance Status			COS	R
14	OUT	Proper Use of Utensils	1 point	
	○	14A. In-use utensils: properly stored	○	○
	○	14B. Utensils, equipment and linens: properly stored, dried, handled	○	○
	○	14C. Single-use/single-service articles: properly stored, used	○	○
	○	14D. Gloves used properly	○	○
15	OUT	Utensils, Equipment and Vending	1 point	
	○	15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used	○	○
	○	15B. Warewashing facilities: installed, maintained, used; test strips	○	○
	○	15C. Nonfood-contact surfaces clean	○	○
16	OUT	Water, Plumbing and Waste	2 points	
	○	16A. Hot and cold water available; adequate pressure	○	○
	○	16B. Plumbing installed; proper backflow devices	○	○
	○	16C. Sewage and waste water properly disposed	○	○
17	OUT	Physical Facilities	1 point	
	○	17A. Toilet facilities: properly constructed, supplied, cleaned	○	○
	○	17B. Garbage/refuse properly disposed; facilities maintained	○	○
	○	17C. Physical facilities installed, maintained, and clean	○	○
	○	17D. Adequate ventilation and lighting; designated areas used	○	○
18	OUT	Pest and Animal Control	3 points	
	○	18. Insects, rodents, and animals not present	○	○

Person in Charge (Signature) [signature] **(Print)** Kayode Jawo **Date:** 07/14/2026

Inspector (Signature) [signature] **Follow-up:** YES ○ NO ● **Follow-up Date:**

Food Establishment Inspection Report Addendum

Violations cited in this report must be corrected within the time frames specified below, or as stated in the Georgia Department of Public Health Rules and Regulations Food Service Chapter 511-6-1, Rule .10 subsections (2)(h) and (i).

Establishment	Permit #	Date
!!IGNITE LOUNGE	FSP-033-006204	07/14/2026
Address	**City/State**	**Zipcode**
2655 COBB PKWY NW STE 109	KENNESAW GA	30152

Item Number

OBSERVATIONS AND CORRECTIVE ACTIONS

Remarks

No TCS food onsite.

Dishmachine tested at 180F

Advised Owner:

-Test Strips Rules and Regulations
-Ambient Thermometer Rules and Regulations
-New Food Code Rules
-Choking Poster

Approved Water Heaters: EEMAX XTP054480 5GPM at 70F Rise; EEMAX XTP018208 2GPM at 70F Rise; Total GPM 7GPM at 70F Rise

-3 comp (bar sink), 4 hand sinks including bathrooms, 2 prep sinks, 1 mop sink, 1 small kitchen 3 comp sink

-RECOMMEND PERMIT

Person in Charge (Signature) **Date:** 07/14/2026

Inspector (Signature) HANNAH MACIEJEWSKI **Date:** 07/14/2026

Control Number : [redacted]

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

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

PAZ Group LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **07/14/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **07/18/2023**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 7/14/2023 8:31:43 PM

BUSINESS INFORMATION

CONTROL NUMBER	[redacted]
BUSINESS NAME	PAZ Group LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	07/14/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	[redacted]

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Kayode Jawo	[redacted]	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Kayode Jawo	ORGANIZER	[redacted]

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Kayode Jawo
AUTHORIZER TITLE	Organizer

GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
USA
GA
Governor:
4d DL NO [redacted]
DOB [redacted]
9 CLASS C
4b EXP 10/21/2034
2 KAYODE MARTIN
1 JAWO
8 [redacted]
12 REST B
9a END NONE
4a ISS 06/05/2026
15 SEX M
18 EYES BRO
16 HGT 6'-02"
17 WGT 220 lb
[redacted]
5 DD 638871070080020000

01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included
ENDORSEMENTS: NONE
RESTRICTIONS: B-Corrective lenses required
[redacted]

LEASE AGREEMENT

BETWEEN

The Windsor Kennesaw LLC
("Landlord")

AND

PAZ Group LLC
("Tenant")

THIS OFFICE LEASE AGREEMENT (the "**Lease**") is made and entered into as of March 6, 2023 by and between, **The Windsor Kennesaw LLC** ("**Landlord**"), on the one hand, and **PAZ Group LLC**, ("**Tenant**"), on the other hand. The following exhibits and attachments are incorporated into and made a part of the Lease: **Exhibit A** (Site Plan of the Retail Center), **Exhibit B** (Special Stipulations), **Exhibit C** (Building Rules and Regulations), and **Exhibit D** (Legal Description).

1. Basic Lease Information.

1.1. "**Retail Center**" shall mean the retail complex, commonly known as **The Windsor**, located at 2655 Cobb Parkway, Kennesaw, Georgia 30152. "**Rentable Square Footage of the Retail Center**", as of the date hereof, is deemed to be **17,418** square feet. The term "**Building**" is used interchangeably herein with the "**Retail Center**".

1.2. "**Premises**" shall mean the area shown on **Exhibit A** to this Lease commonly known as **Suite 109**. The "**Rentable Square Footage of the Premises**" is deemed to be 1,363 square feet

Year	Period	Sqft	Rate	CAM Estimates	Annual Rent + CAM	Monthly Rent + CAM
1	August 1, 2023 - July 31, 2024	1363	[redacted]	[redacted]	[redacted]	[redacted]
2	August 1, 2024 - July 31, 2025	1363	[redacted]	[redacted]	[redacted]	[redacted]
3	August 1, 2025 - July 31, 2026	1363	[redacted]	[redacted]	[redacted]	[redacted]
4	August 1, 2026 - July 31, 2027	1363	[redacted]	[redacted]	[redacted]	[redacted]
5	August 1, 2027 - July 31, 2028	1363	[redacted]	[redacted]	[redacted]	[redacted]

1.3. Tenant Incentives: The Landlord will give total of two and half month of rent abatement for the terms of the lease. This rent abatement will be applied as follows

1.3.1. Tenant will not pay rents from August 1, 2023 through October 15, 2023.

1.3.2. Tenant will pay half monthly rent for October 2023. From November 2023 onward full monthly rent per the lease terms will be paid by the due date every month during the lease terms.

1.3.3. No additional discount will be given by Landlord.

1.4. "**Tenant's Pro Rata Share**": Means the percentage calculated as a fraction having as its numerator, the Rentable Square Footage of the Premises, and having as its denominator, the Rentable Square Footage of the Retail Center.

1.5. "**Base Year**": Calendar year 2023 (for Taxes only)

1.6. "**Term**": A period of Sixty (60) months. The Term shall commence on August 1, 2023 (the "**Commencement Date**") and, unless terminated early in accordance with this Lease, end on the last calendar day of the month that is Sixty (60) months after the Commencement Date (the "**Termination Date**").

1.7. Permitted Use: As authorized by the Business license by Local, State & Federal government to PAZ Group LLC under the business plan submitted under trade name Ignite by the Tenant.

1.8. Notice Methods:

Address(es):

Landlord:

The Windsor Kennesaw LLC
Attn: Ben Joseph
[redacted]

Email Address [redacted]

Tenant:

PAZ Group LLC
Attn: **Kayode Martin Jawo**
2655 Cobb Parkway, Suite 109
Kennesaw, Georgia 30152

Email [redacted]

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1.9. "**Business Day(s)**" are Monday through Friday of each week, exclusive of New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("**Holidays**"). Landlord may designate additional Holidays that are commonly recognized by other office buildings in the area where the Retail Center is located.

1.10. "**Tenant's Work**" means the work that Tenant, under Landlord's supervision, is obligated to perform in the Premises pursuant to the plans and specifications (the "**Plans**") attached to this Lease as **Exhibit E**.

1.11. "**Property**" means the Retail Center and the parcel(s) of land on which it is located and, at Landlord's discretion, the parking facilities and other improvements, if any, serving the Retail Center and the parcel(s) of land on which they are located.

1.12. **Access:** Tenant will have 24-hour access, 7 days a week, 365 days per year.

2. **Lease Grant.** The Premises are hereby leased to Tenant from Landlord, together with the right to use any portions of the Property that are designated by Landlord for the common use of tenants and others (the "**Common Areas**").

3. **RESERVED.**

4. **Rent.**

4.1. **Rent.** Tenant shall pay Landlord, without any setoff or deduction, unless expressly set forth in this Lease, all Base Rent and Additional Rent due for the Term (collectively referred to as "**Rent**"). "**Additional Rent**" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes), if any, imposed upon or measured by Rent. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the fifth (5th) day of each calendar month without notice or demand, provided that the installment of Base Rent and Additional Rent for Expenses and Taxes for first full calendar month of the Term coming due hereunder shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant within five (5) days of billing by Landlord. Rent shall be made payable to the entity, and sent to the address, Landlord designates and shall be made by good and sufficient check or by other means acceptable to Landlord. Tenant shall pay Landlord an administration fee equal to [redacted] of all past due Rent. In addition, past due Rent shall accrue interest at [redacted] per annum. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due. Rent for any partial month during the Term shall be prorated. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

4.2. **Tenant's Pro Rata Share of Expenses.** Tenant shall pay Tenant's Pro Rata Share of the total amount of Expenses that apply generally to the Retail Center and Property. Landlord's good faith estimate of the total amount of Expenses for the year 2022 is [redacted]. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth (1/12th) of Tenant's share of Landlord's estimate of the total amount of Expenses. If Landlord determines that its good faith estimate was incorrect, Landlord may provide Tenant with a revised estimate. After receipt of the revised estimate, Tenant's monthly payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the total amount of Expenses by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate. Tenant shall pay Landlord the amount of any underpayment within thirty (30) days after receipt of a new estimate. Any overpayment shall be refunded to Tenant within thirty (30) days or credited against the next due future installment(s) of Additional Rent.

If the estimated amount of Expenses for the prior calendar year is more than the actual amount of Expenses for the prior calendar year, Landlord shall apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated amount of Expenses for the prior calendar year is less than the actual amount of Expenses for such prior year, Tenant shall pay Landlord, within ten (10) days after demand therefor, any underpayment for the prior calendar year.

4.3. Expenses. "**Expenses**" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Retail Center and the Property, including, but not limited to the Building. Expenses include, without limitation: (a) any federal, state or local property taxes (b) all labor and labor related costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans, pension plans and other employee benefits; (c) management fees; (d) the cost of equipping, staffing and operating an on-site and/or off-site management office for the Retail Center, provided if the management office services one or more other buildings or properties, the shared costs and expenses of equipping, staffing and operating such management office(s) shall be equitably prorated and apportioned between the Building and the other buildings or properties; (e) accounting costs; (f) the cost of services; (g) rental and purchase cost of parts, supplies, tools and equipment; (h) insurance premiums and deductibles; (i) water, electricity, gas and other utility costs; (j) trash removal; (k) landscaping costs; and (l) the amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made subsequent to the Base Year which are: (m) performed primarily to reduce current or future operating expense costs, upgrade The Retail Center security or otherwise improve the operating efficiency of the Property; or (2) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or the useful life of the capital improvement as reasonably determined by Landlord. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "**Payback Period**" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement. Landlord, by itself or through an affiliate, shall have the right to directly perform, provide and be compensated for any services under this Lease. If Landlord incurs Expenses for the Retail Center or Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Retail Center and Property and the other buildings or properties.

Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Retail Center, including brokerage commissions; lease concessions, rental abatements and construction allowances granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Retail Center; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Retail Center under their respective leases.

If at any time during a calendar year the Retail Center is not at least 95% occupied or Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Retail Center, Expenses shall, at Landlord's option, be determined as if the Retail Center had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Retail Center. If Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined in such manner. Notwithstanding the foregoing, Landlord may calculate the extrapolation of Expenses under this Section based on 100% occupancy and service so long as such percentage is used consistently for each year of the Term. The extrapolation of Expenses under this Section shall be performed in accordance with the methodology specified by the Building Owners and Managers Association.

4.4. "**Taxes**" shall mean: (a) all real property taxes and other assessments on the Retail Center and/or Property, including, but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Property, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (b) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax Excess, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax Excess for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within thirty (30) days after Tenant's receipt of a statement from Landlord.

5. Compliance with Laws; Use. The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including the Americans with Disabilities Act ("Law(s)"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant shall promptly provide Landlord with copies of any notices it receives regarding an alleged violation of Law. Tenant shall comply with the rules and regulations of the Retail Center attached as **Exhibit C** and such other reasonable rules and regulations adopted by Landlord from time to time, including rules and regulations for the performance of Alterations (defined in **Section 9**). Additionally, if an increase in any insurance premiums paid by Landlord for the Retail Center is caused by Tenant's use of the Premises, including but not limited to any increase arising out of Tenant's vacating the Premises in violation of this Lease, then Tenant shall pay to Landlord, as additional rent, the amount of such increase within ten (10) days after demand therefore.

Upon occupancy of the Premises, Tenant shall obtain a certificate of occupancy (or its jurisdictional equivalent) from the local authority and shall deliver an original or certified copy to Landlord.

Tenant is granted the license and right to use, for the benefit of Tenant, its employees, customers, invitees and licensees, the parking areas adjacent to the building of which the Premises is a part, on a non-exclusive basis subject to reasonable regulation by Landlord. All parking on any common drive areas by Tenant or any of Tenant's employees, customers, invitees or licensees shall be upon the express condition that all such drives must be kept clear for through traffic of all vehicles, including tractor-trailers. No driving or parking of any vehicles on non-paved area adjoining the building or within the Retail Center is permitted.

6. Security Deposit. The Security Deposit [redacted], shall be delivered to Landlord upon the execution of this Lease by Tenant and held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of damages. Landlord may use all or a portion of the Security Deposit to satisfy past due Rent or to cure any Default (defined in **Section 18**) by Tenant. If Landlord uses any portion of the Security Deposit, Tenant shall, within five (5) days after demand, restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within forty-five (45) days after the later to occur of: (a) determination of the final Rent due from Tenant; or (b) the later to occur of the Termination Date or the date Tenant surrenders the Premises to Landlord in compliance with **Section 25**. Landlord may assign the Security Deposit to a successor or transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

7. Building Services.

7.1. Landlord shall furnish or cause to be furnished the following services to the Premises: (a) water and sewer for use in the Premises; and (b) such other services as Landlord reasonably determines are necessary or appropriate for the Property.

7.2. All other services used in the Premises by Tenant, including but not limited to heating, ventilating and air conditioning systems and services, electricity and gas service, telephone and data service and trash removal, shall all be established, including the installation of individual meters, and paid for by Tenant directly to the applicable service provider.

7.3. Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, utility interruptions or the occurrence of an event of Force Majeure (defined in **Section 26.3**) (collectively a "**Service Failure**") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement.

8. Leasehold Improvements. All improvements in and to the Premises, including any Alterations (collectively, "**Leasehold Improvements**") shall remain upon the Premises at the end of the Term without compensation to Tenant. Landlord, however, by written notice to Tenant at least thirty (30) days prior to the Termination Date, may require Tenant, at its expense, to remove (a) any Cable (defined in **Section 9.1**) installed by or for the benefit of Tenant, and (b) any other Tenant's Work or Alterations that, Landlord may require (collectively referred to as "**Required Removables**"). Required Removables shall include, without limitation, internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications. The designated Required Removables shall be removed by Tenant before the Termination Date. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to perform its obligations in a timely manner, Landlord may perform such work at Tenant's expense. Tenant, at the time it requests approval for a proposed Alteration, may request in writing that Landlord advise Tenant whether the Alteration or

any portion of the Alteration is a Required Removable. Within ten (10) days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration are Required Removables.

9. Repairs and Alterations.

9.1. Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions. Tenant shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair and maintenance obligations include, without limitation, repairs to: (a) floor covering; (b) interior partitions; (c) doors; (d) the interior side of demising walls; (e) electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant (collectively, "**Cable**"); (f) air conditioning units, kitchens, including hot water heaters, plumbing, and similar facilities exclusively serving Tenant; (g) plate glass; (h) windows; (i) lights; (j) pest control and extermination; and (k) Alterations. To the extent Landlord is not reimbursed by insurance proceeds, Tenant shall reimburse Landlord for the cost of repairing damage to the Retail Center caused by the acts of Tenant, Tenant Related Parties and their respective contractors and vendors. If Tenant fails to make any repairs to the Premises for more than fifteen (15) days after notice from Landlord (although notice shall not be required in an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs, together with an administrative charge at the rate of [redacted] for review and support of work during built out period beyond initial 5 hours' initial time spent by the property manager.

It is agreed between Landlord and Tenant that the day-to-day maintenance of the heating, ventilating and air-conditioning equipment wholly contained in and exclusively serving the Premises (collectively "**HVAC Systems**") shall be the responsibility of the Tenant. Tenant agrees to enter into a third-party preventative maintenance agreement covering such HVAC Systems in form and content reasonably acceptable to Landlord.

Before the tenant's business opening, the landlord shall service and put the existing HVAC unit(s) in good working order.

9.2. Landlord shall, (but subject to reimbursement as in **Section 4.2**), be responsible for the maintenance, repair and replacement of the complete roofing system, building structure, including but not limited to exterior and load bearing columns and walls, foundation and floor slab, fire sprinklers or other automatic fire extinguishing system including fire, electrical, and plumbing systems serving the building structure, the electrical service up to electrical panels, water, sewer throughout the Retail Center, and all common areas and exterior areas, sidewalks, driveways, grounds and parking areas, unless the need for such maintenance, repair or replacement arises by the negligence or misuse of Tenant, its employees, contractors or agents, in which event such maintenance, repairs or replacement shall be made by and at the expense of Tenant.

9.3. Tenant shall not make alterations, repairs, additions or improvements or install any Cable (collectively referred to as "**Alterations**") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (a) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (b) is not visible from the exterior of the Premises; (c) will not affect the building in which the Premises is located; and (d) does not require work to be performed inside the walls or above the ceiling of the Premises. Cosmetic Alterations shall be subject to all the other provisions of this **Section 9.3**. Prior to starting work, Tenant shall furnish Landlord with plans and specifications; names of contractors acceptable to Landlord required permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord and naming Landlord as an additional insured; and any security for performance in amounts reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality reasonably approved by Landlord. Tenant shall reimburse Landlord for any sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. In addition, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to [redacted] of the cost of the Alterations. Upon completion, Tenant shall furnish "as-built" plans for non-Cosmetic Alterations, completion affidavits and full and final waivers of lien. Landlord's approval of an Alteration shall not be deemed a representation by Landlord that the Alteration complies with Law.

9.4. Tenant may not enter upon or access the roof of the building premises without prior permission from Landlord or their re-presentative or when accompanied by Landlord or their re-presentative or in case of emergency. Otherwise, Tenant's entry onto the roof without prior stated reasons shall be an immediate default of this Lease.

10. **Entry by Landlord.** Landlord may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations or additions to the Premises or any portion of the Retail Center. Except in emergencies or to provide services, Landlord shall provide Tenant with reasonable prior verbal notice of entry, except in the event of an emergency, and shall use reasonable efforts to minimize any interference with Tenant's use of the Premises. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent. Tenant shall not change the Landlord's lock system without first obtaining Landlord's consent.

11. **Assignment and Subletting.**

11.1. Except in connection with a Permitted Transfer (defined in **Section 11.4**), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "**Transfer**") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed if Landlord does not exercise its recapture rights under **Section 11.2**. If the entity which controls the voting shares/rights of Tenant changes at any time, such change of ownership or control shall constitute a Transfer unless Tenant is an entity whose outstanding stock is listed on a recognized securities exchange or if at least [redacted] of its voting stock is owned by another entity, the voting stock of which is so listed. Any attempted Transfer in violation of this Section is voidable by Landlord. In no event shall any Transfer, including a Permitted Transfer, release or relieve Tenant from any obligation under this Lease.

11.2. Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within fifteen (15) Business Days after receipt of the required information and documentation, Landlord shall either: (a) consent to the Transfer by execution of a consent agreement in a form reasonably designated by Landlord; (b) reasonably refuse to consent to the Transfer in writing; or (c) in the event of an assignment of this Lease or subletting of more than [redacted] of the Rentable Area of the Premises for more than [redacted] of the remaining Term (excluding unexercised options), recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer. Tenant shall pay Landlord a review fee of [redacted] for Landlord's review of any Permitted Transfer or requested Transfer.

11.3. Tenant shall pay Landlord [redacted] of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of the excess within thirty (30) days after Tenant's receipt of the excess. Tenant may deduct from the excess, on a straight-line basis, all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer. If Tenant is in Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of Tenant's share of payments received by Landlord.

11.4. The provisions of this **Section 11** shall not, however, be applicable to an assignment of this Lease by Tenant to a subsidiary or controlling corporation (a "**Permitted Transfer**"), provided (and it shall be a condition of the validity of any such assignment) that such subsidiary or controlling corporation agree directly with Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this Lease, and the covenant against further assignment; but such assignment shall not relieve the Tenant herein named of any of its obligations hereunder, and the Tenant shall remain fully liable therefor. Furthermore, it is specifically understood and agreed that said assignment to a subsidiary or controlling corporation shall be valid only for such period of time as said subsidiary or controlling corporation remains a subsidiary or controlling corporation of Tenant; and in the event Tenant shall ever sell or otherwise transfer said controlling interest in said subsidiary to another person or entity, or if said controlling corporation shall cease to control Tenant, unless Landlord shall have specifically assented thereto, the same shall be deemed to be a material breach of this Lease entitling Landlord forthwith to terminate this Lease or to exercise any other remedies set forth herein or allowed at law or in equity.

12. **Liens.** Tenant shall not permit mechanics' or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for the benefit of Tenant or its transferees. Tenant shall give Landlord notice at least fifteen (15) days prior to the commencement of any work in the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Tenant, within ten (10) days of notice from Landlord, shall fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien Law. If Tenant fails to do so, Landlord may bond, insure over or otherwise

discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including, without limitation, reasonable attorneys' fees, and a [redacted] administrative fee.

13. Indemnity and Waiver of Claims. Tenant hereby waives all claims against and releases Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (defined in **Section 23**) and agents (the "**Landlord Related Parties**") from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "**Losses**"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("**Tenant Related Parties**") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties.

14. Insurance.

14.1. Tenant shall maintain the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of [redacted] in excess liability coverage; (b) Property/Business Interruption Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including earthquake and sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("**Tenant's Property**") and any Leasehold Improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance in amounts required by Law; and (d) Employers Liability Coverage of at least [redacted] per occurrence; (e) Primary automobile liability insurance with limits of not less than [redacted] per occurrence, covering owned and non-owned vehicles used by Tenant. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees), the managing agent for the Retail Center (or any successor), and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

14.2. No policy insuring Tenant's Property will be subject to more than a [redacted] deductible limit without Landlord's prior written consent. Landlord reserves the right to require Tenant to carry such other insurance (including, without limitation and as applicable, plate glass insurance, automobile liability insurance, builder's risk insurance and liquor liability insurance) and endorsements in such amounts as Landlord in its sole discretion may deem necessary or appropriate. If Tenant fails to take out or keep in force any insurance required to be carried by Tenant, or to provide evidence of the same, Landlord shall have the right, but shall not be obligated, to obtain such insurance at the sole cost and expense of Tenant, and Tenant shall reimburse Landlord for the cost thereof upon demand.

15. Subrogation. Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Retail Center, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

16. Casualty Damage.

16.1. If all or any portion of the Premises becomes untenantable by fire or other casualty to the Premises (collectively a "**Casualty**"), Landlord, with reasonable promptness, shall cause a general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required using standard working methods to Substantially Complete the repair and restoration of the Premises and any Common Areas necessary to provide access to the Premises ("**Completion Estimate**"). If the Completion Estimate indicates that the Premises or any Common Areas necessary to provide access to the Premises cannot be made tenantable within two hundred seventy (270) days from the date the repair is started, then either party shall have the right to terminate this Lease upon written notice to the other within ten (10) days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the Casualty was caused by the negligence or intentional misconduct of Tenant or any Tenant Related Parties. In addition, Landlord, by notice to Tenant within ninety (90) days after the date of the Casualty, shall have the right to terminate this Lease if: (1) the Premises have been materially damaged and there is less than 2 years of the Term remaining on the date of the Casualty; (2) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (3) a material uninsured loss to the Building occurs.

16.2. If this Lease is not terminated, Landlord shall promptly and diligently, subject to reasonable delays for insurance adjustment or other matters beyond Landlord's reasonable control, restore the Premises and Common Areas. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law or any other modifications to the Common Areas deemed desirable by Landlord. Upon notice from Landlord, Tenant shall assign to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant's Insurance with respect to any Leasehold Improvements performed by or for the benefit of Tenant; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fifteen (15) days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant.

17. Condemnation. Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "**Taking**"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Retail Center or Property which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Retail Center. The terminating party shall provide written notice of termination to the other party within forty-five (45) days after it first receives notice of the Taking. The termination shall be effective on the date the physical taking occurs. If this Lease is not terminated, Base Rent and Tenant's Pro Rata Share shall be appropriately adjusted to account for any reduction in the square footage of the Retail Center or Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, however, Tenant may file a separate claim for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking.

18. Events of Default. Each of the following occurrences shall be a "**Default**": (a) Tenant's failure to pay any portion of Rent when due, if the failure continues for three (3) days after written notice to Tenant ("**Monetary Default**"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within ten (10) days after written notice to Tenant provided, however, if Tenant's failure to comply cannot reasonably be cured within ten (10) days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within ten (10) days and diligently pursues the cure to completion; (c) Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (d) the leasehold estate is taken by process or operation of Law; (e) Tenant does not take possession of or abandons or vacates all or any portion of the Premises; or (f) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Retail Center. If Landlord provides Tenant with notice of Tenant's failure to comply with any specific provision of this Lease on three (3) separate occasions during any twelve (12) month period, Tenant's subsequent

violation of such provision shall, at Landlord's option, be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, notice required by Law.

19. Remedies.

19.1. Upon Default, Landlord shall have the right to pursue any one or more of the following remedies:

19.1.1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord, in compliance with Law, may enter upon and take possession of the Premises and remove Tenant, Tenant's Property and any party occupying the Premises. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "**Costs of Reletting**" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

19.1.2. Terminate Tenant's right to possession of the Premises and, in compliance with Law, remove Tenant, Tenant's Property and any parties occupying the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease.

19.2. In lieu of calculating damages under **Section 19.1**, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

19.3. If Tenant is in Default of any of its non-monetary obligations under the Lease, Landlord shall have the right to perform such obligations. Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to [redacted] of the cost of the work performed by Landlord. The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE PROPERTY, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE PROPERTY IF THE PROPERTY WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN SECTION 23 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

21. Relocation. Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Retail Center upon sixty (60) days' prior written notice to Tenant. From and after the date of the relocation, the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property, as well as the cost of

printing and distributing change of address notices to Tenant's customers and one month's supply of stationery showing the new address.

22. **Holding Over.** If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to [redacted] of the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's holdover and Tenant fails to vacate the Premises within fifteen (15) days after notice from Landlord, Tenant shall be liable for all damages that Landlord suffers from the holdover.

23. **Subordination to Mortgages; Estoppel Certificate.** Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancing and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. Upon request, Tenant, without charge, shall attorn to any successor to Landlord's interest in this Lease. Landlord and Tenant shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults and the amount of Rent that is due and payable.

24. **Notice.** All demands, approvals, consents or notices (collectively referred to as a "**notice**") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the party's respective Notice Address set forth in **Section 1**. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

25. **Surrender of Premises.** At the termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Landlord is obligated to repair hereunder excepted. If Tenant fails to remove any of Tenant's Property within two (2) days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within thirty (30) days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and title to Tenant's Property shall vest in Landlord.

26. **Miscellaneous.**

26.1. This Lease shall be interpreted and enforced in accordance with the Laws of Georgia and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of Georgia. If any term or provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. If there is more than one Tenant or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities, and requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities. Notices to any one person or entity shall be deemed to have been given to all persons and entities. Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

26.2. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable

attorneys' fees. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease. Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default, shall not constitute a waiver of the default, nor shall it constitute an estoppel.

26.3. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant (other than the payment of the Security Deposit or Rent), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

26.4. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Retail Center and Property. Upon transfer Landlord shall be released from any further obligations hereunder and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations, provided that, any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Landlord's obligations under this Lease.

26.5. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers claiming to have represented Landlord in connection with this Lease.

26.6. Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

26.7. Tenant may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

26.8. This Lease does not grant any rights to light or air over or about the Retail Center. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

26.9. Notwithstanding any language contained in this Lease to the contrary, Landlord makes no representation or warranty, express or implied, that Tenant's use of the Premises is in accordance with applicable laws, codes or ordinances.

26.10. In no event shall Tenant record this Lease or a Memorandum of Lease.

26.11. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

* **26.12.** Tenant shall serve written notice of any claimed default or breach by Landlord under this Lease upon any lender which is a beneficiary under any deed of trust or mortgage against the Premises. No notice to Landlord shall be effective unless such notice is served upon said lender(s). Said lender(s) shall have a reasonable period of time, following lender's receipt of such notice, to cure any alleged default or breach of the Lease by Landlord.

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

The Windsor Kennesaw LLC

_____

Authorized Representative

TENANT:

OHORI GROUP LLC (Chairman: Kayoko Jaw)

_____

Signature

07/28/2023

_____

Date

EXHIBIT E
LEASE GUARANTY

STATE OF GEORGIA
COUNTY OF COBB

RE: Lease Agreement dated as of the 26th July 2023, between PAZ Group LLC , the Tenant; and The Windsor Kennesaw LLC, a Georgia corporation, the Landlord ("Lease Agreement"), relating to premises known as The Windsor, 2655 Cobb Parkway, Suite 109 Kennesaw, Georgia, 30152 ("Premises").

For valuable consideration, the receipt and adequacy of which is hereby acknowledged by the undersigned, and as an inducement to Landlord to enter into the Lease Agreement with Tenant, the undersigned, whether one or more, (hereinafter referred to as "Guarantor") hereby guarantees to Landlord the full and prompt payment and performance of the Guaranteed Obligations (hereinafter defined), this guaranty being upon the following terms and conditions:

The term "Guaranteed Obligations," as used herein, includes: (a) payment of Minimum Rent, Additional Rent and all other sums and charges payable by Tenant, its successors and assigns, under the Lease Agreement; (b) all covenants, terms, conditions, agreements and obligations of every kind and character, whether now existing or hereafter arising, of Tenant, its successors and assigns, to Landlord, which exist by reason of the Lease Agreement; (c) any and all reasonable costs, attorneys' fees, and expenses suffered by Landlord by reason of Tenant's default in performance of any of the foregoing obligations; and (d) any renewal or extension of the obligations, costs, or expenses described in (a) through (c) preceding, or any part thereof.

This instrument shall be an absolute, irrevocable and unconditional guaranty of the Guaranteed Obligations. The performance in full of the Guaranteed Obligations shall not have any effect on nor cancel any other obligations of Tenant to Landlord relating to any other lease agreements of other locations which are also guaranteed by Guarantor.

The rights of Landlord hereunder shall be cumulative of any and all other rights that Landlord may ever have against Guarantor. The exercise by Landlord of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

In the event of default by Tenant in the payment or performance of the Guaranteed Obligations, or any part thereof, when such payment or performance becomes due, Guarantor shall, on demand and without further notice of dishonor, without any notice having been given to Guarantor previous to such demand of the acceptance by Landlord of this guaranty and without any notice having been given to Guarantor previous to such demand of the creating or incurring of such obligations, perform or cause the performance of the obligations for the benefit of the Landlord, and it shall not be necessary for Landlord, in order to enforce such payment or performance by Guarantor, first to pursue or institute suit or exhaust its remedies against Tenant pursuant to O.C.G.A. §10-7-24 or any other provision at law, equity or other authority, or others liable on such obligations, or to enforce its rights under the Lease Agreement or against any security which shall ever have been given to secure such indebtedness.

Further, Guarantor unconditionally guarantees and promises, upon written notice to pay to Landlord, on and during any default of Tenant in the performance of its duties and obligations under the Lease, in lawful money of the United States, to pay all Minimum Rent, Additional Rent, and other sums payable by Tenant to Landlord under the Lease Agreement in the amounts, at the times, and in the manner set forth in the Lease Agreement, during the entire term of the Lease and any and all extensions or renewals of said term whatsoever, and to perform at the time and in the manner set forth in the Lease Agreement all of the covenants, terms and conditions therein required to be kept, observed or performed by Tenant during the aforesaid term of the Lease Agreement and any and all extensions or renewals thereof whatsoever.

This Guaranty is a continuing one and shall terminate only upon full payment of all Minimum Rent, Additional Rent, and all other sums reserved in the Lease Agreement to be paid by Tenant and upon the performance of all of the terms, covenants and conditions therein required to be kept, observed or performed by Tenant.

The obligations of the undersigned hereunder shall be independent of the obligations of Tenant under the Lease Agreement, and no discharge of Tenant in bankruptcy or any other insolvency proceeding shall in any way or to any extent discharge or release Guarantor from any obligation or liability hereunder.

Guarantor hereby agrees that its obligations under the terms of this guaranty shall not be released, diminished, impaired, reduced, or affected for any reason or by any occurrence, including without limitation any of the following events that occur with or without notice or demand to Guarantor: (a) changes in the amount, time or manner, or payment of Minimum Rent, Additional Rent, or other sums reserved in the Lease Agreement; (b) changes in any of the terms, covenants, conditions or provisions of the Lease Agreement; (c) a renewal, amendment, modification, change or supplement of the Lease Agreement; (d) assignment of the Lease Agreement or the Minimum Rent, Additional Rent, and/or other sums payable thereunder; (e) a sublease of all, or any portion of, the property covered by the Lease Agreement; (f) a waiver, release or exchange of any collateral which secures the obligations of Tenant under the Lease Agreement; (g) a partial release of the liability of Guarantor or release of any other Guarantor of the Lease Agreement; (h) the taking of any action to enforce or collect the obligations guaranteed hereunder; (i) any neglect, delay, omission, failure, or refusal of Landlord to take or prosecute any action for the performance of any of the Guaranteed Obligations; (j) the unenforceability of all or any part of the Guaranteed Obligations against Tenant by reason of the act of creating the Guaranteed Indebtedness, or any part thereof, is ultra vires, or the officers creating same acted in excess of their authority; (k) any payment by Tenant to Landlord is held to constitute a preference under the bankruptcy laws or if for any other reason Landlord is required to refund such payment or pay the amount thereof to someone else; or (l) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Landlord, or any assignee of Landlord, or any action with respect to the Lease Agreement which may be taken by any trustee or receiver of Landlord or any assignee of Landlord, in any such proceedings or by any court in any such proceeding; or (m) any one or more of these actions.

In the event of the rejection or disaffirmance of the Lease Agreement by Tenant or Tenant's trustee, receiver, conservator or custodian in any bankruptcy or any insolvency proceeding or action pursuant to the federal bankruptcy law, state banking law, or any other law affecting creditor's rights, Guarantor will and does hereby (without the necessity of any further agreement or act), assume all obligations and liabilities of Tenant under the Lease Agreement to the same extent as if (a) it were originally named the tenant under the Lease Agreement, and (b) there has been no such rejection or disaffirmance, and Guarantor will confirm such assumption in writing at the request of Landlord or any claimant, upon or after such rejection or disaffirmance, and Guarantor shall upon such assumption (to the extent permitted by law) have all rights of Tenant under the Lease Agreement. Guarantor will execute and deliver such documents as Landlord or any claimant may from time to time require to evidence such assumption, to confirm this Guaranty or to certify that Guarantor is not in default hereunder. In the event of the voluntary or involuntary liquidation, dissolution, sale of all or substantially of the assets, marshalling of assets and liabilities, receivership, conservatorship, custodianship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of or other similar proceeding affecting Tenant or the then tenant under the Lease Agreement, Guarantor will not make or assert any claim against Tenant or its assets or such tenant or the assets (whether by way of indemnity, suretyship, subrogation or otherwise) relating to the performance of its obligations under this Guaranty which exceeds any claim relating to the rejection or disaffirmance of the Lease which Landlord could assert against Tenant or such tenant in any such event.

Guarantor hereby waives any right to require Landlord to: (a) proceed against Tenant; (b) proceed against or exhaust any security held from Tenant; (c) pursue any other remedy in Landlord's power whatsoever; or (d) notify Guarantor of any default by Tenant in the payment of Minimum Rent, Additional Rent, or other sums reserved in the Lease or in the performance of any term, covenant or condition therein required to be kept, observed or performed by Tenant. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guaranty.

Guarantor agrees to pay all attorneys' fees and other costs and expenses which are incurred by Landlord in the enforcement of this guaranty.

If any of the following events occur or be continuing:

(i) An Event of Default (as defined in the Lease) occurs under the terms of the Lease Agreement; or

(ii) If Guarantor fails to cure an Event of Default (as defined in the Lease Agreement) or otherwise defaults in the performance or observance of any agreement, covenant, term or condition contained herein; or

(iii) If Guarantor makes a general assignment for the benefit of creditors; or

(iv) If Guarantor petitions or applies to any tribunal for the appointment of a trustee or receiver of the business, estate or assets or of any substantial part of the business, estates or assets of Guarantor or commences any proceedings relating to Guarantor under any bankruptcy, reorganization, arrangements, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect; or

(v) If any such petition or application is filed or any such proceedings are commenced against Guarantor and Guarantor by any act indicates approval thereof, consents thereto, acquiescence therein, or an order is entered appointing a trustee or receiver, or adjusting Guarantor bankrupt or insolvent, or approving the petition in any such proceedings, and such order remains in effect for more than sixty (60) days;

then an event of default under this guaranty shall have occurred and the Landlord may, at its option, declare the Lease Agreement to be in default, and the Landlord shall be entitled to exercise all of its rights and remedies under the Lease Agreement or at law or in equity.

Landlord shall have the right without notice to Guarantor or Tenant to assign this guaranty in whole or in part. Guarantor shall not assign this guaranty without the prior written consent of Landlord.

This guaranty is for the benefit of Landlord and Landlord's heirs, personal representatives, successors, and assigns, and may be assigned by Landlord. This guaranty is binding not only on Guarantor, but on Guarantor's heirs, personal representatives, successors, and assigns, and, if this guaranty is signed by more than one person and/or entity, then all of the obligations of Guarantor arising herein shall be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors, and assigns.

This guaranty and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia without giving effect to Georgia's conflict of law principles.

All notices, requests, consents and other communications required or desired to be given with respect to this guaranty shall be in writing, addressed to Guarantor at the address indicated below Guarantor's signature (or such other address as to which Guarantor has notified Landlord in writing in accordance with the terms hereof properly addressed to the address at which rent on the Premises is paid, unless Landlord has provided Guarantor with written notice of a different address) and shall be deemed to be given to and received by Guarantor as follows:

Any notice which may or shall be given under the terms of this guaranty shall be in writing and shall be either delivered to the Notice Address of either Landlord or Guarantor by hand or sent by United States Certified Mail, postage prepaid, return receipt requested. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided. For purposes of the calculation of various time periods referred to herein, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above and notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided. Finally, any written notice addressed as provided hereinabove and actually received by the addressee shall constitute sufficient notice for all purposes under this guaranty.

Rejection or failure to claim delivery of any such notices, requests, consents and other communications hereunder, or any refusal to accept any such notices, requests, consents and other communications hereunder, or the inability to deliver any such notices, requests, consents and other communications hereunder because of changed address of which no notice was given, shall be deemed to be receipt of the notice, request, consent and other communication hereunder as of the date of attempted personal delivery, or, if such notice, request, consent and other communication hereunder is sent by mail, as of the date set forth above.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this guaranty under seal, this 2th day of February, 2023.

GUARANTORS:

Signed, sealed and delivered
in the presence of:

Witness

Print Name: Regina Merriweather

July 28, 2023

Kayode Martin Jawo

_____, as an individual

Date: July 28, 2023

MENU

House Salad
Made with fresh ingredients of the season.

Wings

Pita & Hummus

Grilled Suya
Spicy grilled beef strips.

Tacos
Selection of beef, chicken, or shrimp

Wraps
Selection of chicken, beef or vegetable

Grilled Sandwich
Selection of Vegetable, Cheese, or Chicken

Grilled Lamb Chops
Served with white rice & seasonal vegetables.

Grilled Salmon
Served with rice & seasonal vegetables.

Chicken/Goat Skewers Served with rice and house salad.

Jambalaya Pasta
Cajun seasoned-over linguini pasta

Nachos
Choice of cheese or house-made salsa dip

Loaded Baked Potato
Loaded with chives, cheese, bacon, sour cream

IGNITE LOUNGE

Alcohol Beverage Menu

Submitted in Support of Alcohol License Application

WINE

House Red (glass)**$9.00**

House White (glass)**$9.00**

Cabernet Sauvignon (glass)**$11.00**

Chardonnay (glass)**$11.00**

Moscato (glass)**$10.00**

Bottle Service (select wines)**$38.00**

SPIRITS (1.5 OZ POUR)

Vodka**$8.00**

Gin**$8.00**

Rum**$8.00**

Tequila**$9.00**

Bourbon**$9.00**

Scotch**$10.00**

Cognac**$12.00**

SIGNATURE COCKTAILS

Ignite Margarita**$12.00**

Lounge Mule (Vodka, Ginger Beer, Lime)**$11.00**

Old Fashioned**$13.00**

Espresso Martini**$13.00**

Rum Punch**$11.00**

Classic Mojito**$11.00**

Cosmopolitan**$12.00**

Must be 21 or older to purchase or consume alcoholic beverages. Valid ID required.

Item Report

TO: The Honorable Mayor and City Council

FROM: Kayla Willis, Business License Manager

DATE: August 10, 2026

TITLE: **Alcohol License: Smash Hit Catering, LLC**
Consideration for approval of a Retail Pouring Alcohol License for Liquor, Beer, Wine, and Sunday Sales for Smash Hit Catering, LLC D/B/A Smash Hit Burgers located at 2921 Cherokee Street NW Kennesaw, GA 30144. Applicant: Cynthia Daniel

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Summary:
The applicant has completed the required alcohol workshop per Section 6-69. Signs have been posted and this hearing has been properly advertised per Section 6-36. The current application and background check are on file.

A distance survey was completed by a certified surveyor and indicates that the business is within 300 feet of a private residence and within 600 feet of a public building. Section 6-42 refers to the distance requirement for private residences, and Section 6-43 refers to the distance requirement for public buildings. Section 6-6(f) states that the distance requirements set forth in Sections 6-42 and 6-43 shall not apply to establishments licensed to sell or serve alcohol within an entertainment district.

Recommendation:
The Finance Director recommends approval.

Fiscal Impact:
100-0000-32-190000-00000: Application Fee $350.00

Attachments:
1. SMASH HIT BURGERS APPLICATION_REDACTED

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

License Fees

Business license fees/occupational taxes are in addition to the annual alcohol license fees stated below.

Serving Licenses

	Pouring	Package
Liquor	$3,000	$2,000
Beer	$550	$300
Wine	$550	$300
Growler	$200	$200
Sunday Sales	$550	$300
Special Event	$500	N/A

Specialty Licenses

	Annual Fee (Includes one alcohol type)	Fee for Additional Types of Alcohol
Manufacturing	$1,000	$1,000
Wholesale	$300	$300
Bottle House	$2,000	N/A

Alcohol licenses approved and issued after July 1st will be prorated for half of a year.

The Mayor and City Council will initially consider the application during the Work Session prior to the scheduled Council meeting. The final decision will be made in a public hearing and a representative from the applying business must be present at the public hearing. ***The Business License Office may make a recommendation but has no authority in the decision regarding the license.***

Public hearings are held at 6:30pm on the first and third Monday of each month. If this falls on a holiday, the hearing will be the following Tuesday. Hearings are held in the Council Chambers located at the rear entrance of the City of Kennesaw City Hall at 2529 J.O. Stephenson Ave., Kennesaw, GA 30144. If there are any questions regarding the alcoholic beverage application, please contact the Business License Office.

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Please utilize this checklist to ensure your application is fully completed.

CHECKLIST FOR ALCOHOLIC BEVERAGE LICENSE

The following items are required in order to submit an application for a Alcoholic Beverage License. If anything is missing, your application will **not** be processed.

- [X] The application must be completed in its entirety before being accepted by the Business License Office. Provide one original and one duplicate of the completed application and all the attachments.
- [X] The application and all attachments must be typed or legibly printed **in black ink**. The Business License Office reserves the right to refuse to accept any application and/or attachments that are considered illegible by the Business License Office.
- [X] A personal statement must be submitted for the licensee, each owner, each partner, and each stockholder with 20% or more ownership. The Business License Department reserves the right to request personal information on all stockholders, partners, and owners.
- [X] An application for a new alcoholic beverage license will not be accepted unless the licensee provides a certificate of attendance by the licensee to an approved alcohol sales and service workshop for all owners and managers per alcoholic beverage Ordinance Section 6-69.
- [X] Applicants for a license to sell alcoholic beverages on premises must attach a financial report to support the reported amounts on the Food Sales and Alcoholic Beverage Sales Affidavit or a CPA must attest to the reported sales on the Food Sales and Alcoholic Beverages Sales Affidavit. The Food Sales and Alcoholic Beverages Sales Affidavit must be signed by the licensee and the CPA (if completed by the CPA). This form must also be notarized.
- [X] The sale of alcoholic beverages on Sunday is only authorized for those licensees that possess a Sunday Sales permit. The sale of alcoholic beverages on premises must derive at least 50% of their total annual gross food and beverage sales from the sale of prepared meals to qualify for a Sunday Sales permit.

[X] Non U.S. Citizens must provide their original Immigration Card I-551 and Naturalized Citizens must provide their original Certificate of Naturalization for verification and copying by the Business License Staff. This applies to the licensee, each owner, each partner, and each stockholder with 20% or more ownership and the spouses of the licensee, each owner, each partner, and each stockholder with 20% or more ownership. If none of the above exists, please provide original documents that authorize you to legally be in the United States.

[X] A signed and notarized consent form must be provided for the licensee, each owner, each partner, and each stockholder with 20% or more ownership and for the spouse of the licensee, each partner, and each stockholder with 20% or more ownership.

[X] The licensee must be fingerprinted by the City of Kennesaw Police Department. The licensee will obtain two (2) fingerprint cards from the Business License Department.

[X] Two (2) photographs of the licensee, each owner, each partner, and each stockholder with 20% or more ownership must be provided. The photographs must be 2x2 and less than a year old.

[X] A $350 nonrefundable application fee must be submitted with the application payable to the City of Kennesaw by certified check, cashier's check, money order, debit card, or credit card.

[X] Submit a note of indebtedness if capital is borrowed. The note of indebtedness must include the parties' names and the terms of agreement. If buying an existing establishment, provide a copy of the executed purchase agreement and if leasing the space, provide a copy of the lease agreement.

[X] Provide a copy of the Certificate of Incorporation if the business is a corporation or a copy of the Certification of Organization if the business is a LLC. Provide a copy of the Certification of Partnership if the business is a Partnership or LLP.

[X] Provide a distance survey completed by a certified surveyor. The surveyor must provide the specific distance in feet from the customer entrance of the proposed location to the nearest property line or structure listed in Ordinance Section 6-42 and 6-43. Each property must have the zoning designation clearly labeled. If the proposed location is in a shopping center the survey must indicate the location of the tenant space. Failure to provide an accurate survey is cause for administrative denial of the application. Surveys for liquor package stores must also indicate the specific distance in feet from the customer entrance to the nearest property line of the nearest liquor package store.

[X] The zoning of the proposed location must be noted on the application and must be verified by a City of Kennesaw Zoning staff member. The Planning and Zoning Department is located at 3080 Moon Station Road, Kennesaw, GA 30144.

[X] All fees must be paid within 14 days of the license being approved or the license will be void. All alcoholic beverage license fees must be paid with a certified check, cash, or debit/credit card.

[X] All employees must comply with obtaining an alcohol server's permit. Failure to do so will result in prosecution and possible suspension or revocation of the business owner's alcoholic business license (see Section 6-69 and 6-70).

[X] All alcoholic beverage establishments must apply for and receive a State Alcoholic Beverage License prior to stocking and selling alcoholic beverages. A State Application can be obtained by contacting the Georgia Department of Revenue Alcohol Division at 404-417-4900.

For Pouring License Only:

[X] Submit a copy of the floor plan of the entire location.

[X] Provide a copy of the structural plan indicating dining area, tables, bar area, kitchen, dance area, pool tables, games, and other entertainment.

[X] Submit a copy of the complete menu.

[X] Provide pictures of the location that shows both inside and out.

[X] A copy of the health department certificate.

For Liquor Package Only:

[X] Submit drawings or snapshots of the location of the existing building to show compliance with Section 6-100 of the Alcoholic Beverage Code.

I acknowledge that I have read and completed the checklist for the Alcoholic Beverage License Application.

Cynthia Daniel — 6/12/26

Signature — Date

CYNTHIA DANIEL

Printed Name

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

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businesslicense@kennesaw-ga.gov

Alcoholic Beverage License Application

****Requires Approval from Mayor and Council****

Applying for (Check all that apply):	License Type (Choose one):	Type of Establishment (Choose one):	
☒ Liquor	☐ Manufacturer	☒ Restaurant	☐ Bottle House
☒ Beer	☐ Wholesaler	☐ Night Club	☐ Convenience Store
☒ Wine	☐ Retail Package	☐ Grocery Store	☐ Indoor Entertainment Hall
☐ Growler	☒ Retail Pouring	☐ Lounge	☐ Hotel/Motel
☒ Sunday Sales		☐ Private Club	☐ Package Store

Business Information

Full Name of Business: SMASH HIT CATERING, LLC

Doing Business As (DBA): SMASH HIT BURGERS

Anticipated start date of business: FEBRUARY 1, 2026

Business Location: Street Address 2921 CHEROKEE STREET, NW | Suite

City, State KENNESAW, GA | Zip 30144

Phone: [redacted] | Email: [redacted]

Mailing Address: [redacted] | Suite

City, State [redacted] | Zip [redacted]

Business Type: ☐ Sole Proprietor ☐ Partnership ☐ LLP ☐ Corporation ☒ LLC

If Partnership or LLP, fill out page 3. If Corporation or LLC, fill out page 4.

Location Information

Property Owner of Business Location: DALE HUGHES

Owner's Address: 2950 CHEROKEE STREET, BUILDING 400 | Suite/Apt

City, State KENNESAW, GA | Zip 30144

This location is: ☐ New Construction ☒ Pre-existing

Do you have a certified survey of the location of the property? ☒ Yes ☐ No

Does the certified survey indicate that the business is outside of the designated distance of the following?

Private Residence	300 feet radius	☐ Yes	☒ No
School or College	600 feet radius	☒ Yes	☐ No
Church	600 feet radius	☒ Yes	☐ No
Public Building	600 feet radius	☐ Yes	☒ No
Hospital	600 feet radius	☒ Yes	☐ No
Public Park	600 feet radius	☒ Yes	☐ No
Day Car Center*	600 feet radius	☒ Yes	☐ No
Alcohol or Drug Treatment Center	600 feet radius	☒ Yes	☐ No

*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

Additional Limitations for Package Stores:

Package Sales- **Liquor**:

School or College.....	☐ No
Retail Liquor Package	☐ No
Church.....	☐ No
Day Care Center*.....	☐ No
Alcohol or Drug Treati	☐ No

*Must accept GA ribed State curriculum.

Package Sales-**Beer and/or Wi**

School or College.....	☐ No
Alcohol or Drug Treat	☐ No

See Code Sections 6-1, 6- ent definitions and limitations.

For Retail Pouring License Applicants:

How many square feet is the dining area? 2510	
How many square feet is the bar area? 336	
What % of the total dining space is the bar area? 13.3%	
Number of pool tables: 0	Number of video game machines: 0
Size of the dance floor: 0	Amount for cover charge: $ 0
Will the location have a DJ? ☐ Yes ☒ No	If yes, how many times per week?

Partnership or LLP Information	
Partnership or LLP Name:	
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

Corporation or LLC Information	
Corporation or LLC Name: SMASH HIT CATERING, LLC	
Partner/Member Name: CYNTHIA DANIEL	Partner/Member Name:
Position: REGISTERED AGENT	Position:
% of Ownership: 100%	% of Ownership:
SSN: [redacted]	SSN:
Date of Birth [redacted]	Date of Birth:
Phone: [redacted]	Phone:
Email: [redacted]	Email:
Home Address: [redacted]	Home Address:
City, State: [redacted]	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

If the business listed on page 3 or 4 is owned by another firm or corporation, please fill out the following:	
Corporate Name:	Corporate Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Corporate Name:	Corporate Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

If any licensee or owner listed on pages 3-4 currently hold any interest in or have ever been associated with any alcoholic beverage establishment, please fill out the information below:	
Licensee or Owner Name:	Licensee or Owner Name:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
Licensee or Owner Name:	Licensee or Owner Name:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
List the following information for relatives of any licensee or owners who have had any license or any financial ownership or interest in any alcoholic beverage business:	
Name:	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
Name:	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:

Financial Information

Total amount of capital funds to be invested in this business: [redacted]

Personal funds invested by Licensee/Owner: [redacted]

Personal funds invested by other Owners: [redacted]

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

Lender	Address of Lender	Amount	Date	Interest Rate

Name of CPA or Accounting Firm: B&B ACCOUNTING & TAX SERVICES

Address of CPA or Accounting Firm: Street Address 913 N TENNEESSEE STREET

Suite	City/State	Zip
103	CARTERSVILLE, GA	30120

What is the estimated gross receipts for this location for the remaining calendar year? [redacted]

Management Information

Provide the following information for the person(s) who will manage the business:

Name of Manager: ZACHARY PATTERSON | Compensation Amount: [redacted]

Mailing Address: Street Address [redacted] | Apt/Suite

City, State [redacted] | Zip [redacted]

Name of Manager: | Compensation Amount:

Mailing Address: Street Address | Apt/Suite

City, State | Zip

Regulatory Disclosures

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

If yes, give full details:

Regulatory Disclosures

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

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

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

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

N/A

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

SERVE SAFE; 4 HOURS

ANNUAL TRAINING WILL BE REQUIRED FOR 2-4 HOURS

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

CERTIFICATE

Regulatory Disclosures

Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia? ☒ Yes ☐ No

Are you aware that the sale of alcoholic beverages to an underage person or persons by you or your employees may result in the suspension or revocation of the alcoholic beverage license? ☒ Yes ☐ No

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

Every patron who purchases alcohol will be asked to provide a valid ID stating their legal age of 21 or over

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

Signs indicating Photo ID Required for All Alcoholic Beverage Sales.

List the occupations of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Employer Name (Company)	City	State	Position Held	Salary
10/2013-6/2024	Carmen V. Porreca, P.C.	Marietta	GA	Office Manager	[redacted]

List the previous residences of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Street Address	City	State
11/1998 to present	[redacted]		

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Application Agreement

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

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

Cynthia Daniel
Signature of Applicant

Kimball Daniel
Signature of Spouse of Applicant

KENNESAW, GEORGIA
COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12 DAY OF JUNE, 2026.

RICHELLE RENEE BROWN
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
OCT 29 2029

Notary Public

Signature and title of person other than applicant filling out this Application

Printed Name Phone Number

Official Use by the City of Kennesaw ONLY
Application received by the City of Kennesaw by: Kayla M. Willis
Application to be heard by Mayor & Council on August 17, 2026 (Date) at 6:30 pm (Time).
This section is for the Zoning Division of the City of Kennesaw ONLY
How is the proposed location zoned? Central Business District (CBD)
Zoning verified by the following Zoning Division staff member: CMC
If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw. N/A
If new establishment, parking has been verified by the following Zoning Division staff member:

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday requires a valid alcoholic beverage license and the appropriate Sunday Sales permit under Sec. 6-33 of the City of Kennesaw Code of Ordinances.

I understand that:

For pouring/on-premise consumption:
Licensed establishments that derive at least 50% of their total annual gross food and beverage sales from the sale of prepared meals or food may apply for a Sunday Sales (Pouring) Permit.
The permitted hours for Sunday alcoholic beverage sales for on-premise consumption are 11:00 a.m. Sunday until 2:55 a.m. Monday.

For package sales:
Licensed package establishments may apply for a Sunday Sales (Package) Permit.
The permitted hours for Sunday package sales of alcoholic beverages are 12:30 p.m. to 11:30 p.m. on Sundays.

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

Cynthia Daniel
Signature of Licensee/Owner

6/12/26
Date

SWORN UNDER OATH THIS 12
DAY OF JUNE, 2026.

RICHELLE RENEE BROWN
MY COMMISSION EXPIRES
OCT
29
2029
COBB, GEORGIA
NOTARY PUBLIC

Notary Public

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL STATEMENT

Full name of licensee (no initials): CYNTHIA ANN DANIEL

Home Phone: N/A

Cell Phone: [redacted]

Home Address: Street Address [redacted]

Suite | City, State [redacted] | Zip [redacted]

Business Address: Street Address 2921 CHEROKEE STREET NW

Suite | City, State KENNESAW, GA | Zip 30144

Age: [redacted] | Sex: F | Race: WHITE | Height: 5'6" | Weight: 150

Hair Color: BROWN | Eye Color: BROWN

Social Security Number: [redacted] | Date of Birth: [redacted]

Place of Birth: ATLANTA, GEORGIA

Are you a U.S. Citizen? ☒ Yes ☐ No | If yes: ☒ By Birth ☐ Naturalized

If you are a Naturalized Citizen, please provide your certificate #: _____

*Provide original naturalization certificate or U.S. Passport

If a legal permanent resident, please provide alien registration #: _____

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

How long have you resided in the State of Georgia? 56 YEARS

How many years have you been at your current address? 27 YEARS

Marital Status: ☐ Single ☒ Married ☐ Widowed ☐ Divorced

If married, please complete the following information on your spouse:

Full Name of Spouse: **KIMBALL G DANIEL**

Spouse's Maiden Name:

Social Security Number: [redacted] | Date of Birth: [redacted]

Place of Birth: **DALTON, GA**

Place of Marriage: **CHARLESTON, SC** | Date of Marriage: **11/19/1999**

Spouse's Employer: **RETIRED**

Employer's Address: Street Address

Suite | City, State | Zip

Is your spouse a U.S. Citizen? ☒ Yes ☐ No | If yes: ☐ By Birth ☐ Naturalized

If your spouse is a Naturalized Citizen, please provide your certificate #: _____

*Provide original naturalization certificate or U.S. Passport

If spouse is a legal permanent resident, please provide alien registration #: _____

*Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent	**ORLANDA MCLUCAS**	[redacted]
Parent		
Sibling	JOHN MCLUCAS	[redacted] **GA**
Sibling		
In-Law	KENDALL DANIEL	[redacted] **GA**
In-Law	KELSEY MCLUCAS	[redacted] **GA**

Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the premises?
☐ Yes ☒ No
If yes, please give details:

_____

_____

_____

Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverages? ☐ Yes ☒ No
If yes, give relationship to licensee or licensee's spouse, business name, the amount of interest, and/or type of employment in each:

_____

_____

_____

Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
1983-1987	DOUGLAS COUNTY HIGH SCHOOL	DOUGLASVILLE, GA	HIGH SCHOOL DIPLOMA
1987-1990	GA STATE UNIVERSITY	ATLANTA, GA	N/A

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Cynthia Kennedy
Signature

6/12/20
Date

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

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3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Owner/Licensee Information	
Name: CYNTHIA A DANIEL	
Date of Birth: [redacted]	Social Security Number: [redacted]
Residence Phone: [redacted]	Name of Spouse: KIMBALL G DANIEL
Residence Address: Street Address [redacted]	Suite
City/State [redacted]	Zip [redacted]
Business/Organization: SMASH HIT CATERING, LLC	Business Phone: [redacted]
Are you a Partner or Officer in any other business? ☐ Yes ☒ No	

Assets		Liabilities	
Cash on hand in banks:	[redacted]	Notes payable to banks- Secured:	[redacted]
Accounts Receivable:		Notes payable to banks- Unsecured:	
Stocks & Bonds:	[redacted]	Accounts Payable:	
Real Estate:	[redacted]	Unpaid Taxes:	
Cash Value of Life Insurance:		Mortgage on Real Estate:	[redacted]
Automobiles:	[redacted]	Other Debts (Itemize):	
Deposit Accounts:		Total Liabilities:	[redacted]
Credit with Financial Institutions:	[redacted]	Net Worth:	
Other Assets (Itemize):		**Total Assets and Net Worth:**	[redacted]
Total Assets:	[redacted]		

Income Information	
Source of Annual Income: PAYCHECK	Salary: [redacted]
Bonus & Commissions:	Dividends:
Alimony and Child Support:	Separate Income:
Itemize all loan sources and interest:	Other Income (Itemize): [redacted]
Total Income:	

Additional Information Requested

Do you have any unsatisfied judgments or lawsuits pending? ☐ Yes ☒ No

Are any of your prior income tax returns bring contested? ☐ Yes ☒ No

If so, what do you estimate your additional payment to be? _____

Are any assets pledged or in joint names other than as described above? ☐ Yes ☒ No

Have you ever declared bankruptcy? ☒ Yes ☐ No

Do you have a will? ☐ Yes ☒ No

If so, please fill out the following:

Beneficiary: _____

Executor: _____

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Cynthia Daniel
Signature

12/12/26
Date

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
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www.kennesaw-ga.gov

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Appeal Process

The applicant is provided an opportunity to appeal an adverse decision that was based on criminal history record information provided from the fingerprint-based background check. The procedures for the appeal process are as follows:

- Applicant must submit a request in writing to the Business License Manager stating the reason the adverse decision should be reviewed. The request should include the applicant's name, date of notification of adverse decision, and an explanation of why the decision should be overturned.
- The Business License Manager will provide the written request to the Finance Director. The Finance Director will review the appeal and the applicant will be notified within ten (10) days of the decision regarding the license application.

Applicant Privacy Rights

As an applicant who is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a non-criminal justice purpose (such as an application for criminal justice or non-criminal justice employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or explained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your criminal history record (if you have such a record).

- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the criminal history record.
- If agency policy permits, the officials may provide you with a copy of your criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may find information regarding how to obtain a copy of your Georgia criminal history record at the GBI website: https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions. Information regarding how to obtain a copy of your FBI criminal history record is located at the FBI website: https://www.edo.cjis.gov.
- If you decide to challenge the accuracy or completeness of your criminal history record, you should contact and send your challenge to the agency that contributed the questioned information. If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-asked-questions. Alternatively, you may send your challenge directly to the FBI by submitting a request via https://www.edo.cjis.gov. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenge entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR16.30 through 16.34).
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

Privacy Act Statement

This privacy act statement is located on the back of the (blue) FD-258 fingerprint card. Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include: Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

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

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

Applicant Notification and Record Challenge:

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

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

Cynthia Daniel
Signature of Applicant

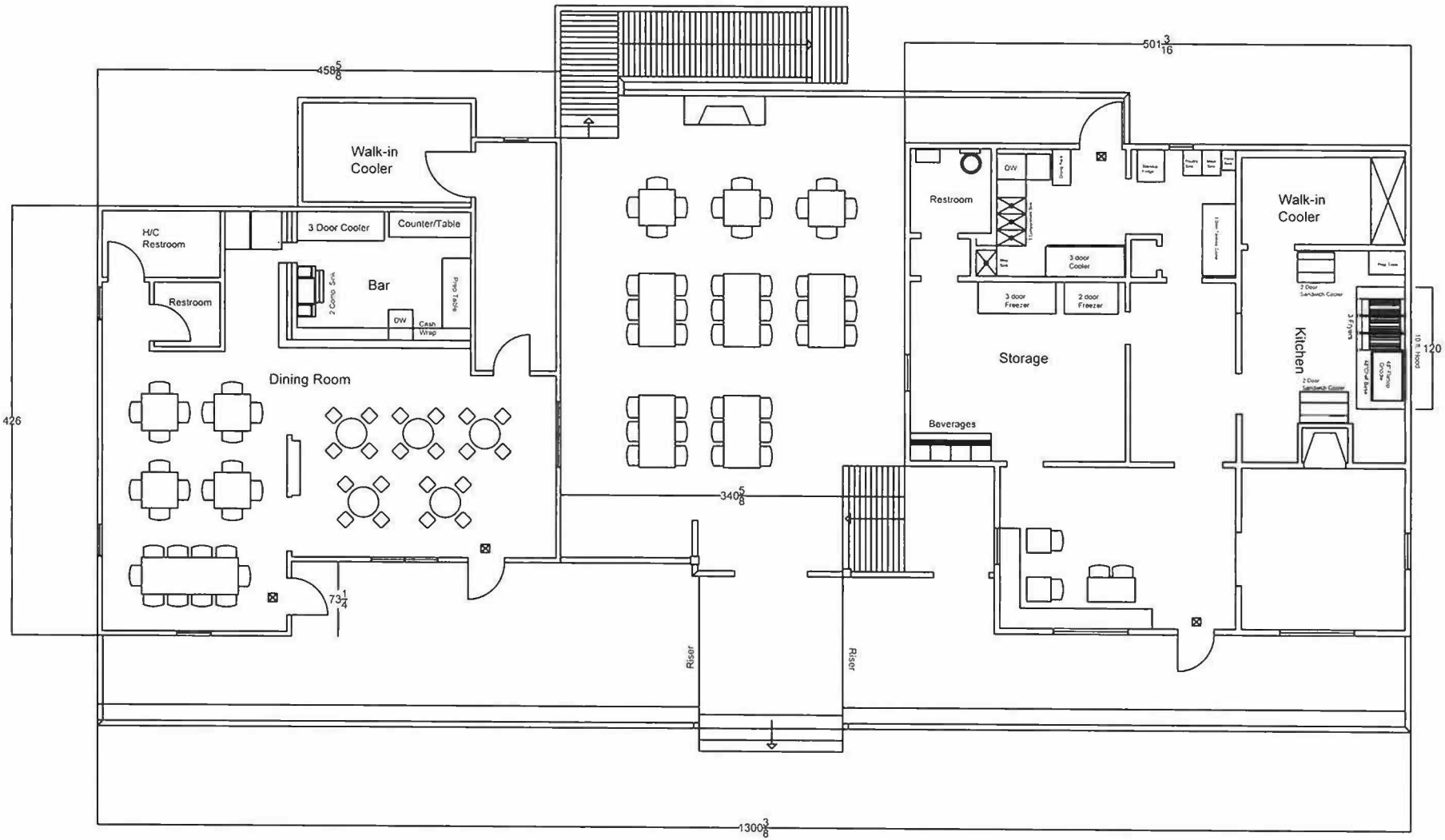
6/12/26
Date

CYNTHIA DANIEL
Printed Name

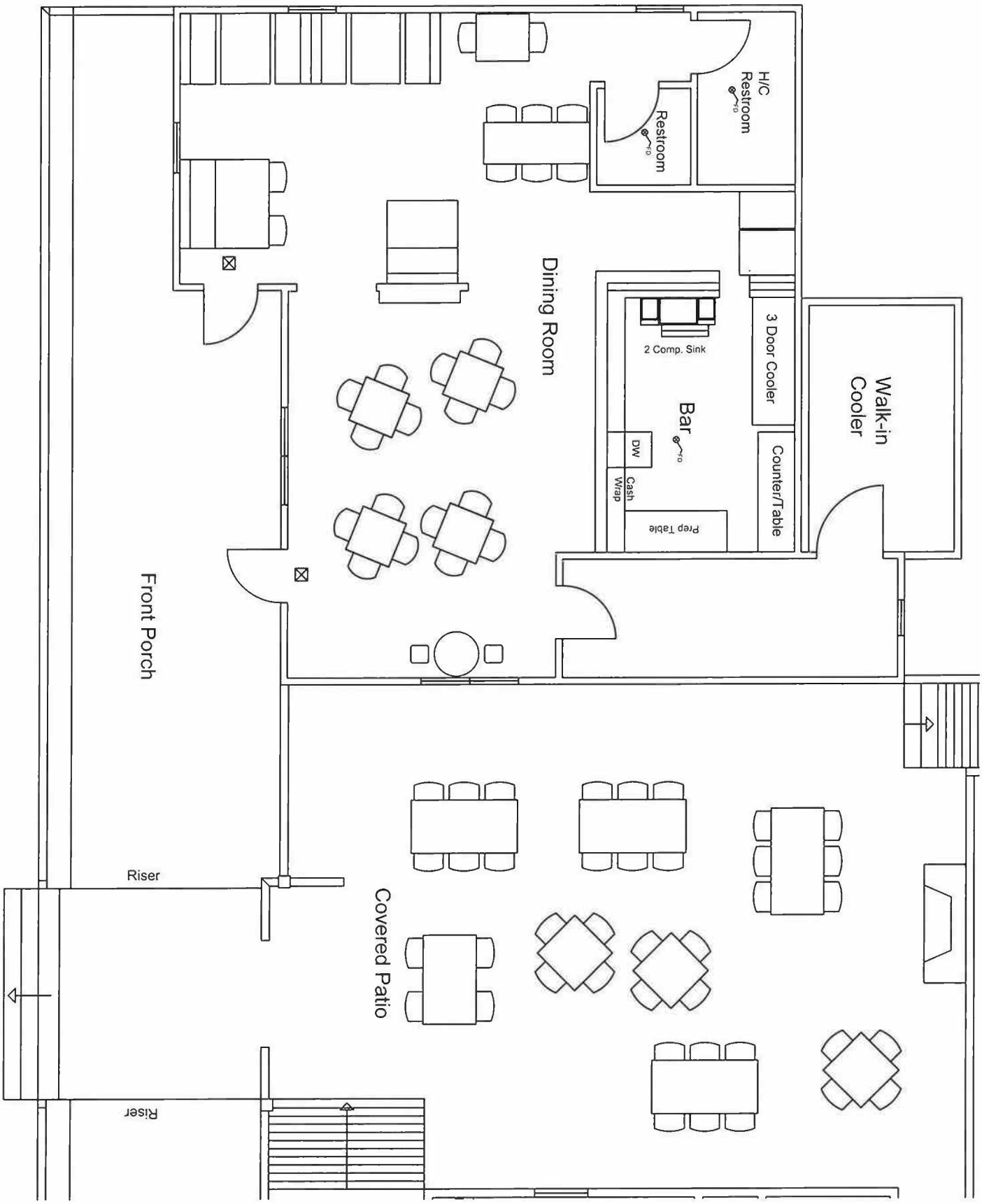
MIAMI 90 MI

2921

KARAOKE



SMASH HIT BURGERS


H/C Restroom
Restroom
Dining Room
2 Comp. Sink
3 Door Cooler
Walk-in Cooler
Bar
DW
Cash Wrap
Prep Table
Counter/Table
Front Porch
Riser
Covered Patio
Riser

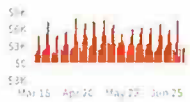
Sales summary

Date range March 18, 2026 - July 9, 2026

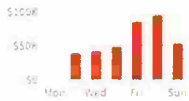
Location(s) 2921 Cherokee Street Northwest-Smash Hit Burgers - Kennesaw

Sales trends

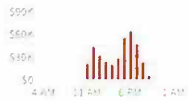
Sales by day



Day of week (totals)



Time of day (totals)



Revenue Summary

- Net sales
- Gratuity
- Tax amount
- Tips
- Paid in total
- **Total amount**

Net Sales Summary

- Gross sales
- Sales discounts
- Sales refunds
- **Net sales**

Tip Summary

- Tips collected
- Tips refunded
- **Total tips**

Payments Summary

- [redacted]
- Credit/debit
- Amex
- Discover
- Mastercard
- Visa
- Gift Card
- Cash
- Other
- Doordash
- Gift certificate (paper)
- Uber Eats
- **Total**

Unpaid Orders Summary

- Unpaid amount

Sales Category Summary

- [redacted]
- Bottled Beer
- Draft Beer
- Food
- NA Beverage
- No Sales Category Assigned
- Non-Grat Svc Charges
- Retail
- Wine
- **Total**

Revenue center summary

- [redacted]
- Bar
- No Revenue Center
- Loman AI
- Dining Room
- Patio
- Online Ordering
- **Total**

Cash Summary

- Expected closeout cash
- Actual closeout cash
- Cash overage/shortage
- Expected deposit
- Actual deposit
- Deposit overage/shortage

Cash Activity

- Total cash payments
- Cash adjustments
- Cash refunds
- Cash before tipouts
- Tipouts tips withheld
- **Total cash**

Service Mode Summary

- Net sales
- Total guests
- Avg/Guest
- Total payments
- Avg/Payment
- Total orders
- Avg/Order
- Turn time

Service Charge Summary

- [redacted]
- Delivery Charge
- Popmenu
- Popmenu Delivery
- **Total service charges**

Dining Option Summary

[redacted]	
Take Out	
DoorDash - Delivery	
Curbside	
DoorDash - Takeout	
Loman AI - Pick Up	
Toast Delivery Services	
No Dining Option	
Online Ordering - Delivery	
Dine In	
Delivery	
Online Ordering - Takeout	
Uber Eats - Takeout	
Uber Eats - Delivery	
Total	

Service / Daypart Summary

[redacted]	
Dinner	
No Service	
Lunch	
Late Night	
Total	

Tax Summary

[redacted]	
Alcohol Tax	
GA COUNTY TAX	
GA STATE TAX	
Marketplace facilitator tax	
Remitted by 3rd Party	
Toast marketplace facilitator tax	
Remitted by Toast	
Non Taxable	

[redacted]

Discount Summary

[redacted]	
$5.00 off entire order for every 150 points	
15% off $15+, up to $8	
15% off $35+, up to $8	
15% off $40+, up to $8	
25% off $12+, up to $8	
25% off $15+, up to $8	
25% off $20+, up to $8	
Employee Discount - Check	
Employee Discount - Item	
Manager Comp - Check	
Manager Comp - Item	
Open % Check	
Open % Item	
Open $ Check	
Open $ Item	
PopMenu Offer	
Spend $20, save $5	
Spillage/Food Quality - Item	
Total discounts	

Void Summary

Void amount	
Void order count	
Void item count	
Void amount %	

[redacted]

GEORGIA DEPARTMENT OF PUBLIC HEALTH

KATHLEEN E. TOOMEY, M.D., M.P.H., COMMISSIONER

FOOD SERVICE PERMIT

05/20/2026
(DATE ISSUED)

FSP-033-007361
(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

SMASH HIT CATERING LLC

to maintain and operate a Permanent (TYPE OF OPERATION) food service establishment named

SMASH HIT BURGER

located at 2921 CHEROKEE ST SW (STREET, HIGHWAY, OR RFD) KENNESAW (CITY OR TOWN) COBB (COUNTY) 30144 (ZIP CODE) GEORGIA

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked, or expires.

Elaine Waters

Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY

SMASH HIT
BURGERS, SHAKES & MORE

THE HOUSE

BLACK ANGUS BEEF SMASH BURGER WITH TILLAMOOK CHEDDAR CHEESE, HOMEMADE PICKLES, CARAMELIZED ONIONS, SHREDDED LETTUCE & STEAKHOUSE AIOLI SERVED ON A TOASTED BRIOCHE BUN.
SINGLE 15/DOUBLE 17

THE PIMENTO CHEESE

BLACK ANGUS BEEF SMASH BURGER WITH PIMENTO CHEESE, SWEET ONION & BACON JAM, SHREDDED LETTUCE & SWEET HEAT PICKLES SERVED ON A TOASTED BRIOCHE BUN.
SINGLE 17/DOUBLE 19

THE GOBBLER

TURKEY SMASH BURGER WITH CHILI DUSTED BACON, MELTED BRIE CHEESE, CRANBERRY CHUTNEY, BEEFSTEAK TOMATO AND SHREDDED LETTUCE ON A TOASTED WHEAT BUN.
SINGLE 17/DOUBLE 19

THE COWBOY

BLACK ANGUS BEEF SMASH BURGER WITH BRISKET BURNT ENDS, CANDIED JALAPENOS, CARAMELIZED VIDALIA ONIONS, FRIED EGG, PEPPER JACK CHEESE & CHERRY MOONSHINE BBQ SAUCE ON A TOASTED BRIOCHE BUN.
SINGLE 20/DOUBLE 22

LOADED BRISKET TOTS

CRISPY TATER TOTS TOPPED WITH SMOKED BEEF BRISKET, CHERRY MOONSHINE BBQ SAUCE, JALAPENO QUESO, PICKLED RED ONION, CANDIED JALAPENOS, CHIPOTLE SOUR CREAM & BOOM BOOM SAUCE.
18

ABOVE AND BEYOND

BEYOND MEAT SMASH BURGER TOPPED WITH STEAKHOUSE AIOLI, SHREDDED LETTUCE, TOMATO AND CARAMELIZED ONIONS ON A TOASTED WHEAT BUN.
SERVED WITH PASTA SALAD.
SINGLE 16/ DOUBLE 18

DRINKS

GLASS BOTTLED COKE, SPRITE, COKE ZERO
4
BOTTLED WATER
3

MILKSHAKES

10

**PRICES AND AVAILABILITY SUBJECT TO CHANGE WITHOUT NOTICE.

GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

GEORGIA DEPARTMENT OF PUBLIC HEALTH

Establishment Name: !!SMASH HIT BURGER

Address: 2921 CHEROKEE ST SW

City: KENNESAW **Time In:** 09 : 00 AM **Time Out:** 11 : 30 AM

Inspection Date: 03/09/2026 **CFSM:** Zac Patterson (11-12-2027)

Purpose of Inspection: Routine ○ Followup ○ Initial ● Issued Provisional Permit ○ Temporary ○

Risk Type: 1 ○ 2 ● 3 ○ **Permit#:** FSP-033-007361

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. **Public Health Interventions** are control measures to prevent illness or injury.

Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

CURRENT SCORE	CURRENT GRADE
100	A

SCORING AND GRADING: A=90-100 B=80-89 C=70-79 U≤69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points

Compliance Status						COS	R
1	IN	OUT	NA	NO	Supervision	4 points	
	●	○			1-2A. PIC present, demonstrates knowledge, performs duties	○	○
	●	○	○		1-2B. Certified Food Protection Manager	○	○
2	IN	OUT	NA	NO	Employee Health, Good Hygienic Practices, Preventing Contamination by Hands	9 points	
	●	○			2-1A. Proper use of restriction & exclusion	○	○
	○	○		●	2-1B. Hands clean and properly washed	○	○
	○	○	○	●	2-1C. No bare hand contact with ready-to-eat foods or approved alternate method properly followed	○	○
						4 points	
	●	○			2-2A. Management knowledge, responsibilities, reporting	○	○
	○	○		●	2-2B. Proper eating, tasting, drinking, or tobacco use	○	○
	○	○		●	2-2C. No discharge from eyes, nose, and mouth	○	○
	●	○			2-2D. Adequate handwashing facilities supplied & accessible	○	○
	●	○			2-2E. Response procedures for vomiting & diarrheal events	○	○
3	IN	OUT	NA	NO	Approved Source	9 points	
	●	○			3-1A. Food obtained from approved source	○	○
	○	○	○	●	3-1B. Food received at proper temperature	○	○
	●	○			3-1C. Food in good condition, safe, and unadulterated	○	○
	○	○	●	○	3-1D. Required records: shellstock tags, parasite destruction	○	○
4	IN	OUT	NA	NO	Protection From Contamination	9 points	
	○	○	○	●	4-1A. Food separated and protected	○	○
	●	○			4-1B. Proper disposition of returned, previously served, reconditioned, and unsafe food	○	○
						4 points	
	○	○	●		4-2A. Food stored covered	○	○
	○	○	●		4-2B. Food-contact surfaces: cleaned & sanitized	○	○

Compliance Status						COS	R
5	IN	OUT	NA	NO	Cooking and Reheating of TCS Foods, Consumer Advisory	9 points	
	○	○	○	●	5-1A. Proper cooking time and temperatures	○	○
	○	○	○	●	5-1B. Proper reheating procedures for hot holding	○	○
						4 points	
	○	○	●		5-2. Consumer advisory provided for raw and undercooked foods	○	○
6	IN	OUT	NA	NO	Holding of TCS Foods, Date Marking of TCS Foods	9 points	
	○	○	○	●	6-1A. Proper cold holding temperatures	○	○
	○	○	○	●	6-1B. Proper hot holding temperatures	○	○
	○	○	○	●	6-1C. Proper cooling time and temperature	○	○
	○	○	○	●	6-1D. Time as a public health control: procedures and records	○	○
						4 points	
	○	○	○	●	6-2. Proper date marking and disposition	○	○
7	IN	OUT	NA	NO	Highly Susceptible Populations	9 points	
	○	○	●		7-1. Pasteurized foods used: Prohibited foods not offered	○	○
8	IN	OUT	NA	NO	Chemicals	4 points	
	○	○	●		8-2A. Food additives: approved and properly used	○	○
	●	○			8-2B. Toxic substances properly identified, stored, used	○	○
9	IN	OUT	NA	NO	Conformance with Approved Procedures	4 points	
	○	○	●		9-2. Compliance with variance, specialized process and HACCP plan	○	○

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)

Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Compliance Status			COS	R
10	OUT	**Safe Food and Water, Food Identification**	3 points	
	○	10A. Pasteurized eggs used where required	○	○
	○	10B. Water and ice from approved source	○	○
	○	10C. Variance obtained for specialized processing methods	○	○
	○	10D. Food properly labeled; original container	○	○
11	OUT	**Food Temperature Control**	3 points	
	○	11A. Proper cooling methods used: adequate equipment for temperature control	○	○
	○	11B. Plant food properly cooked for hot holding	○	○
	○	11C. Approved thawing methods used	○	○
	○	11D. Thermometers provided and accurate	○	○
12	OUT	**Prevention of Food Contamination**	3 points	
	○	12A. Contamination prevented during food preparation, storage, display	○	○
	○	12B. Personal cleanliness	○	○
	○	12C. Wiping cloths: properly used and stored	○	○
	○	12D. Washing fruits and vegetables	○	○
13	OUT	**Postings and Compliance with Clean Air Act**	1 point	
	○	13A. Posted: Permit/Inspection/Choking Poster/Handwashing	○	○
	○	13B. Compliance with Georgia Smoke Free Air Act	○	○

Compliance Status			COS	R
14	OUT	**Proper Use of Utensils**	1 point	
	○	14A. In-use utensils: properly stored	○	○
	○	14B. Utensils, equipment and linens: properly stored, dried, handled	○	○
	○	14C. Single-use/single-service articles: properly stored, used	○	○
	○	14D. Gloves used properly	○	○
15	OUT	**Utensils, Equipment and Vending**	1 point	
	○	15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used	○	○
	○	15B. Warewashing facilities: installed, maintained, used; test strips	○	○
	○	15C. Nonfood-contact surfaces clean	○	○
16	OUT	**Water, Plumbing and Waste**	2 points	
	○	16A. Hot and cold water available; adequate pressure	○	○
	○	16B. Plumbing installed; proper backflow devices	○	○
	○	16C. Sewage and waste water properly disposed	○	○
17	OUT	**Physical Facilities**	1 point	
	○	17A. Toilet facilities: properly constructed, supplied, cleaned	○	○
	○	17B. Garbage/refuse properly disposed; facilities maintained	○	○
	○	17C. Physical facilities installed, maintained, and clean	○	○
	○	17D. Adequate ventilation and lighting; designated areas used	○	○
18	OUT	**Pest and Animal Control**	3 points	
	○	18. Insects, rodents, and animals not present	○	○

Person in Charge (Signature) (Print) Zac Patterson **Date:** 03/09/2026

Inspector (Signature) Hannah Kaczanowski **Follow-up:** YES ○ NO ● **Follow-up Date:**

Food Establishment Inspection Report Addendum

Violations cited in this report must be corrected within the time frames specified below, or as stated in the Georgia Department of Public Health Rules and Regulations Food Service Chapter 511-6-1, Rule .10 subsections (2)(h) and (i).

Establishment	Permit #	Date
!!SMASH HIT BURGER	FSP-033-007361	03/09/2026
Address	**City/State**	**Zipcode**
2921 CHEROKEE ST SW	KENNESAW GA	30144

Item Number

OBSERVATIONS AND CORRECTIVE ACTIONS

No TCS Food while onsite.

Main kitchen Area: 3 hand sinks, 1 mop sink, 3 compartment sink, and 2 prep sinks; Bar Area: 3 hand sinks, 1 prep sink.

Remarks Dish Machines: CMA GL-X ; American Standard HT-25;

Approved Water Heaters: Main Kitchen Area (X3) Rheem ECOH200DVELN-3; 3GPM @100F RISE; Bar Area (x1) Rheem ECOH200DVELN-3; 3GPM @100F RISE

RECOMMEND PERMIT

Person in Charge (Signature) _____ **Date:** 03/09/2026

Inspector (Signature) HANNAH MACIEJEWSKI Hannah Maciejewski **Date:** 03/09/2026

GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
USA
GA
Governor:
4d DL NO. [redacted]
3 DOB [redacted]
9 CLASS C
4b EXP 10/22/2032
2 CYNTHIA ANN
1 DANIEL
8 [redacted]
12 REST A
9a END NONE
4a ISS 10/16/2024
15 SEX F
18 EYES BRO
16 HGT 5'-06"
17 WGT 140 lb
5 DD 579110973040020000
ORGAN DONOR

01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
CLASS: C-S 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included
ENDORSEMENTS: NONE
RESTRICTIONS: A-None
[redacted]

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ID # 28056566

CARD # 28337430

ServSafe

ServSafe Alcohol® CERTIFICATE

CYNTHIA DANIEL

NAME

12/2/2025

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the **ServSafe Alcohol®** responsible alcohol service program.

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

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In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703

NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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1711080I v.1711

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Control Number : 23143341

STATE OF GEORGIA

Secretary of State

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

CERTIFICATE OF ORGANIZATION

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

Smash Hit Catering LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **06/30/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **07/05/2023**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 6/30/2023 3:53:29 PM

BUSINESS INFORMATION

CONTROL NUMBER	23143341
BUSINESS NAME	Smash Hit Catering LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	06/30/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS [redacted]

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Zachary Scott Patterson	[redacted]	Cherokee

ORGANIZER(S)

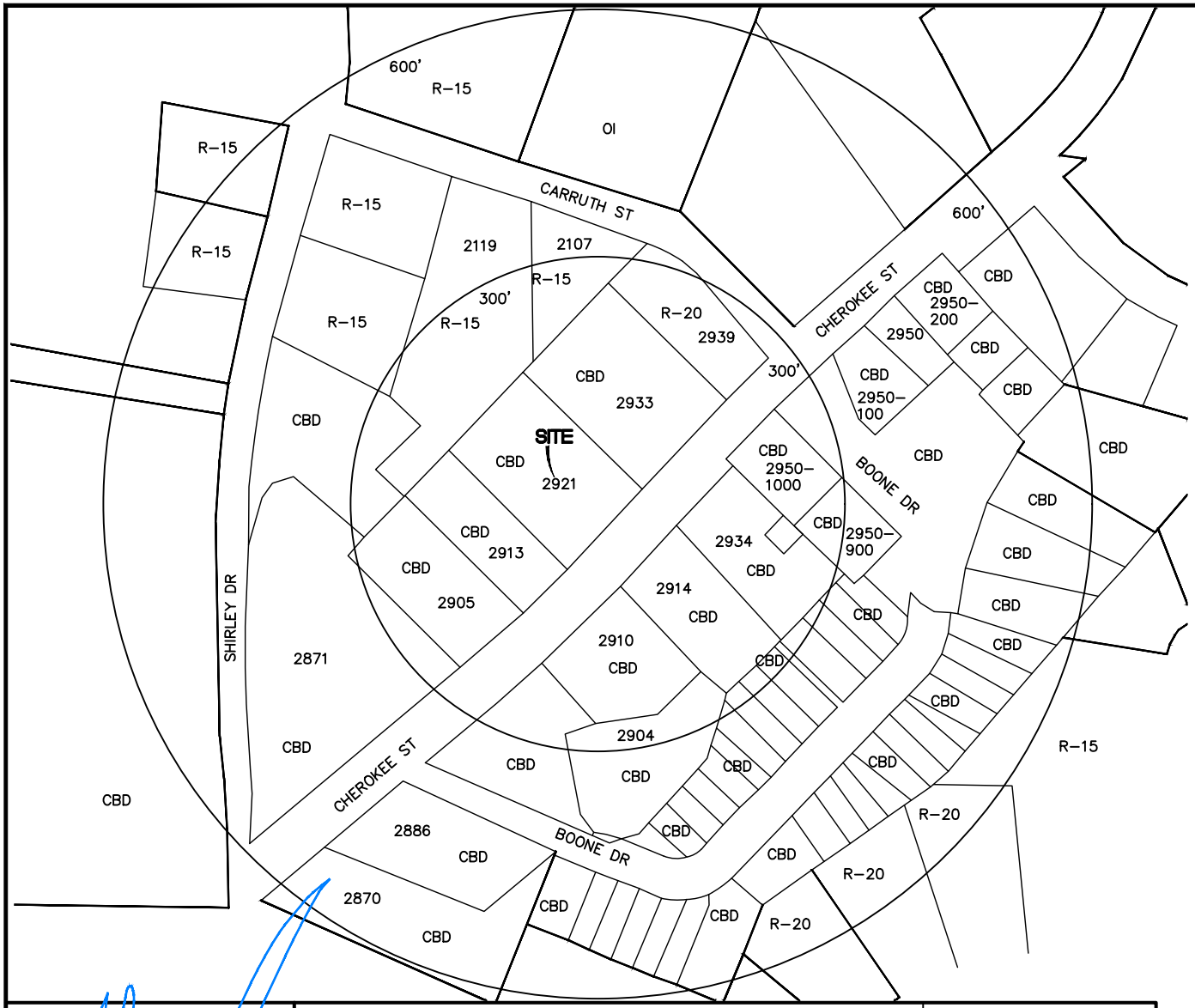
NAME	TITLE	ADDRESS
Zachary Scott Patterson	ORGANIZER	[redacted]

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Zachary Scott Patterson
AUTHORIZER TITLE	Organizer



2921 CHEROKEE ST, KENNESAW, GA 30144
PID: 20013801180

THERE ARE NO SCHOOLS, COLLEGES, CHURCHES, LIBRARIES, PARKS, ALCOHOL TREATMENT CENTERS, OR PUBLIC HOUSING AUTHORITY PROPERTY LOCATED WITHIN A 300' RADIUS OF ENTRANCE TO THIS SITE OTHER THAN INDICATED ON THIS MAP.

ALL DISTANCES MEASURED FROM MAIN ENTRANCE OF SUBJECT PROPERTY. (STRAIGHT LINE DISTANCE TO NEAREST PROPERTY LINE)

- 212 FEET TO THE NEAREST RESIDENCE 2939 CHEROKEE ST ZONED R-20
- 137 FEET TO THE NEAREST RESIDENCE 2913 CHEROKEE ST ZONED CBD
- 134 FEET TO THE POLICE ANNEX BUILDING
- 2,001 FEET TO KENNESAW FIRST BAPTIST CHURCH
- 1,821 FEET PRINCETON PREPARATORY SCHOOL
- 9,134 FEET NORTH GEORGIA RECOVERY CENTER
- 9,768 FEET KSU HORACE W STURGIS LIBRARY
- 961 FEET TO PIEDMONT BANK AMPHITHEATER AND KENNESAW DEPOT PARK

GRID GA WEST

GRAPHIC SCALE

200 0 100 200 400

(IN FEET)

1 inch = 200 ft.

GEORGIA REGISTERED No. 2402 PROFESSIONAL LAND SURVEYOR THOMAS EDWARD PEAY, JR. 1-29-26

FOR THE FIRM OF FRONTLINE SURVEYING & MAPPING, INC.

JOB #: 87084

ALCOHOLIC BEVERAGE LICENSE SURVEY

SMASH HIT BURGERS RESTAURANT

CITY OF KENNESAW

DATE 01/29/26

REV

REV

LAND LOT 138 20TH DISTRICT 2nd SECTION COBB COUNTY, GEORGIA

AN ELECTRONIC TOTAL STATION AND A 100' CHAIN WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT. NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF THIS PROPERTY. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY. THESE DOCUMENTS, AS INSTRUMENTS OF SERVICE REMAIN THE PROPERTY OF FRONTLINE SURVEYING & MAPPING, INC. AND NO PART THEREOF MAY BE USED , COPIED OR REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION. COPYRIGHT © 2026 FRONTLINE SURVEYING AND MAPPING, INC. *** ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED ***

FRONTLINE SURVEYING & MAPPING, INC.

3595 Canton Road
Suite 312, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805
www.frontlinesurveying.com

dotloop signature verification:

LEASE

THIS LEASE (the "Lease"), is made and entered into effective as of October 22, 2025 (the "Execution Date"), by and between **2921 CHEROKEE STREET LLC**, a Georgia limited liability company and **2927 CHEROKEE STREET LLC**, a Georgia limited liability company (hereinafter collectively referred to as "Landlord"), and **SMASH HIT CATERING LLC,** a Georgia Limited Liability Company, operating under the trade name of Smash Hit Burgers (hereinafter referred to as "Tenant").

WITNESSETH:

In consideration of the obligation of Tenant to pay Rent, as more fully defined below in Article I, and in consideration of the other terms, covenants, and conditions hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, as more fully defined below in Article I, which Premises are commonly known as 2921 and 2927 Cherokee Street, Kennesaw, Georgia 30144.

TO HAVE AND TO HOLD the Premises for the Lease Term, as more fully defined below in Article I.

ARTICLE 1. DEFINITIONS

In addition to other terms which are elsewhere defined in this Lease, the following terms when used in this Lease shall have the meanings set forth in this Article, and only such meanings, unless such meanings are expressly limited or expanded elsewhere herein:

1.1 ADDITIONAL RENT. The estimated total Additional Rent at the Lease Execution Date is [redacted] monthly which is estimated as follows:

Operating Costs ("CAM"):	not applicable
Real Estate Tax:	[redacted]
Property and Liability Insurance:	

The Premises are "single user" for Tenant. Base Rent shall be "triple net", so this definition sets forth the estimated Additional Rent applicable under the concept of "triple net." Any Common Areas outside the interior space at the Premises will be maintained and controlled by Tenant as part of its operations. Landlord shall not manage nor charge for their maintenance. In addition, Landlord will work with Tenant to purchase a "Lessor's Risk Policy" for Landlord pursuant to Section 3.2 of this Lease that best fits with Tenant's insurance policy required by Section 13.1 of this Lease to minimize the insurance expense upon Tenant while eliminating any gaps in coverage to the mutual benefit and protection of both Landlord and Tenant. Tenant will pay that Lessor's Risk Policy monthly or annually (in full). Tenant will also pay the real estate taxes for the Premises evenly disbursed throughout the calendar year as an addition to monthly Base Rent. Additional Rent shall adjust as the cost of insurance and/or property taxes increases during the Lease Term.

Landlord and Tenant agree, for up to 24 months, that the Real Estate Tax and Property and Liability Insurance will be paid by Landlord. Tenant will pay [redacted] of Gross Revenue from the Premises to Landlord on a Quarterly basis, to be reviewed by both Tenant and Landlord every 6 months. Failure of Tenant to pay the percentage of Gross Revenue for 3 quarters will result in a Default and Eviction, unless Tenant agrees to convert the Lease to absolute NNN and pay in full the balance past due. The base rent will remain at [redacted] during this revenue sharing period but will revert back to the Base Rent referenced below in Section 1.3 on or before Year 3.

dotloop signature verification:

1.2 *ADVANCE RENT PAYMENT.* Tenant shall pay the first month's Rent upon the Execution Date of this Lease in the amount of [redacted]

1.3 *BASE RENT.* The Base Rent for the initial Lease Term shall be the following monthly amounts:

Year 1:	[redacted] **monthly**
Year 2:	**monthly**
Year 3:	**monthly**
Year 4:	**monthly**
Year 5:	**monthly**
Year 6:	**monthly**
Year 7:	**monthly**
Year 8:	**monthly**
Year 9:	[redacted] **monthly**
Year 10:	**monthly**
Last 6 months of Initial Term:	**monthly**

1.4 *BROKER.* Landlord and Tenant acknowledge and affirm to the other that no brokers other than Atlanta Communities Real Estate Brokerage ("Landlord's Broker") has been involved in this transaction. Landlord's Broker is collectively referred to as the "Broker." The Broker shall be paid by Landlord according to the terms of a separate agreement between Landlord and the Broker.

1.5 *BUILDING.* The term "Building "shall mean those two buildings identified in the definition of Premises.

1.6 *EXPIRATION DATE.* Ten (10) years and six (6) months after the Execution Date of this Lease unless terminated due to default or unless the then expiring Lease Term is extended pursuant to an Option Term(s) extension.

1.7 *GUARANTORS and GUARANTY*. Zac Patterson ("Guarantor") shall guarantee payment and performance of Tenant under the Lease pursuant to the form of Guaranty attached as Exhibit "A" to this Lease (the "Guaranty"). The Guaranty covers commissions payable by Landlord to the Broker (if Tenant defaults), Base Rent, Additional Rent and the obligations of Tenant under this "triple net" Lease. If Tenant defaults, Guarantor shall pay to Landlord all commissions paid by Landlord to or payable by Landlord to Broker. The Guaranty burns off at [redacted] of the total exposure of Guarantor per year after the Rent Commencement Date so long as Tenant is not in default. Assuming no defaults, the Guaranty would expire in five (5) years after the Rent Commencement Date.

1.8 *LAND.* A lot of approximately 0.61 acres as shown on Exhibit "B" attached to this Lease.

1.9 *LEASE TERM.* The initial Lease Term is ten (10) years and six (6) months commencing on the Execution Date of this Lease and terminating at midnight on the Expiration Date.

1.10 *LANDLORD'S MAILING ADDRESS*. 2950 Cherokee Street, Building 400, Kennesaw, Georgia 30144 (Attention: Dale Hughes) or such other address as Landlord, from time to time, may designate in a written Notice (as defined herein below) to Tenant.

1.11 *OPTION TERM(S).* So long as Tenant has not been in default under the Lease, Tenant shall have two options to extend the Lease Term by 5 years. Tenant must notify Landlord of its intent to extend the Lease Term by providing at least 180 days prior written notice. Base Rent during the renewal terms shall increase by [redacted] each year during the renewal term over the prior year's Base Rent.

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1.12 *PERMITTED USE.* Premises shall be used for a hamburger and milkshake establishment with a sample menu similar to that attached as Exhibit "C" to this Lease in accordance with City of Kennesaw, County of Cobb, State of Georgia laws and for no other use whatsoever.

1.13 *PREMISES*. The Premises consists of approximately 5,099 of useable space located in the buildings at 2921 Cherokee Street and 2927 Cherokee Street along with the covered porches between those buildings along with the Land which includes a front yard area and rear parking for the Premises as approximately depicted on Exhibit "B" attached to this Lease. Landlord will remove any of the FF&E currently in the Premises that Tenant does not want. Tenant will provide a list of the items not wanted within 5 business days of the Execution Date of the Lease.

1.14 *RENT*. The Base Rent and the Additional Rent.

1.15 *RENT COMMENCEMENT DATE.* Tenant's obligation to pay Base Rent and Additional Rent shall commence 180 days after the Execution Date of the Lease. Any "free rent" is solely a function of Tenant opening earlier than its anticipated 180-day buildout period. Tenant shall be responsible for procuring its business license and a certificate of occupancy for Tenant's buildout of the Premises per Tenant's plans which shall be approved by Landlord in advance ("Tenant's Work"). Landlord is responsible for Landlord's Work as set forth in Exhibit "D" to this Lease.

1.16 *SECURITY DEPOSIT*. In exchange for a Security Deposit, Tenant will repair the floor in the kitchen where the icemaker leaked. Tenant to provide written proof of work upon completion. If Tenant defaults at any point in Months 7-12 of the Lease, Landlord will require a Security Deposit in the amount of [redacted]

1.17 *TENANT'S MAILING ADDRESS.* 2921 Cherokee Street, Kennesaw, Georgia 30144 (Attention: Zac Patterson) or such other address as may from time to time be designated by Tenant in a written Notice to Landlord.

ARTICLE 2. ACCEPTANCE OF PREMISES; RENT

2.1 Landlord's Work. Landlord is having the work described in Exhibit "D" performed to the Premises (hereinafter referred to as "Landlord's Work"). Excepting for completion of Landlord's Work, Tenant accepts the Premises in its "as is" condition and Tenant shall take possession of the Premises "as is." The taking of possession by Tenant shall be deemed conclusively to establish that Landlord's Work and the Building are in good and satisfactory condition to Tenant as of when possession was so taken. Landlord will allow early possession of the Premises by Tenant to commence Tenant's Work provided that the utilities are moved into Tenant's name/responsibility and that the insurance requirements imposed on Tenant are satisfied. During any such early occupancy, Tenant will not interfere with work of Landlord's contractors in executing the Landlord's Work.

2.2 Rent Accrual. Rent and other charges due and payable hereunder shall accrue from the Rental Commencement Date until the termination of this Lease and shall be payable at the Landlord's Mailing Address.

2.3 Base Rent Payments. Tenant shall pay to Landlord the Base Rent in monthly installments. The first installment shall be due and payable without Notice on or before the first day of the seventh (7th) calendar month during the Lease Term. The covenant of Tenant to pay all rents hereunder is and shall be deemed a separate and independent covenant, and Tenant shall have no right of deduction or setoff whatsoever.

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2.4 Additional Rent. All other sums payable including, without limitation, Additional Rent under this Lease by Tenant to Landlord, shall be deemed to be "Additional Rent" regardless of whether any such sum is expressly so denominated elsewhere in this Lease.

ARTICLE 3. REAL ESTATE TAXES AND PROPERTY INSURANCE CHARGES

3.1 Taxes. Tenant shall pay the monthly estimated amount for all state, county and city property taxes for the Land and the Building (including but not limited to, special assessments and any other governmental charges) provided by Landlord and calculated as 1/12 (one-twelfth) of the annual tax assessments received by Landlord. Landlord will provide copies of the property tax assessments to Tenant for verification. The initial monthly Additional Rent attributable to property taxes has been estimated based upon the 2024 tax bills.

3.2 Property Insurance. Landlord will procure a "Lessor's Risk Policy" for the full replacement value of the Building (with general liability in an amount of not less than [redacted] per occurrence) with the coverages (and deductibles) as customarily found in a triple net lease (hereinafter referred to as the "Premises Insurance"). The policy for the Premises Insurance shall be noncancellable except after thirty (30) days' prior Notice to Landlord and designees of Landlord. The Premises Insurance shall be maintained through the Lease Term. Tenant shall pay the cost of the Premises Insurance in equally monthly installments. Independent of the aforesaid "Lessor's Risk Policy," Tenant will procure its own policy of insurance as further discussed in Section 13.1 of this Lease.

ARTICLE 4. SECURITY DEPOSIT

4.1 Security Deposit. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit shall not constitute any advance payment of Base Rent or any Additional Rent or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any Event of Default under this Lease, Landlord, from time to time and without prejudice to any other remedy, may use, but shall not be obligated to use, all or any portion of the Security Deposit to the extent Landlord deems necessary or appropriate to pay any amount owed by Tenant to Landlord. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied to restore the Security Deposit to its original amount. If Tenant is not then in default hereunder, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease. If Landlord transfers its interest in the Premises during the Lease Term, Landlord may assign the Security Deposit to the transferee provided Landlord requests that the transferee hold the Security Deposit in a segregated account and, upon assumption by said transferee of liability to Tenant for said Security Deposit, the transferring Landlord shall have no further liability to Tenant with respect to the Security Deposit. Landlord shall not be required to maintain the Security Deposit in a segregated account; Landlord may hold the Security Deposit in an account commingled with security deposit(s) of any other Tenant(s) of the Building and/or with funds of Landlord.

ARTICLE 5. UTILITIES AND SERVICES

5.1 Utilities and Services. Tenant shall directly procure all utilities as necessary to operate the Premises for its use. Tenant shall promptly pay the applicable utility company for all such charges for utilities and other services furnished to the Premises including but not limited to fees assessed by the City of Kennesaw for stormwater and for garbage removal. During the winter months and periods when temperatures are expected to be below freezing, Tenant shall provide sufficient heat to the Premises to prevent water pipes from freezing.

5.2 Disruption of Utilities Services. Landlord shall not be liable in the event of any interruption in the supply of any utilities, including, but not limited to, any heating and/or air-conditioning. Tenant agrees

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that it will not install any equipment that will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

ARTICLE 6. TENANT'S USE

6.1 Use. The Premises may be used only for the Permitted Use in compliance with Legal Requirements (as defined in Section 6.2 of this Lease). Without the prior written approval of the Landlord, the Premises may not be used for any other purpose whatsoever. By way of example and not limitation, Landlord's approval would require that Tenant provide a written plan for Landlord to evaluate that includes an analysis of the risk of said operations to the Premises, the Tenant and the Landlord.

6.2 Compliance With Legal Requirements. In the use and occupancy of the Premises, Tenant shall comply with all now or hereafter existing laws, ordinances, rules and regulations of the United States, the city, county and state in which the Premises are located and any other applicable government or agency thereof (the foregoing being collectively referred to as "Legal Requirements", and separately referred to as a "Legal Requirement") and all now or hereafter existing requirements of any public or private agency having authority over insurance rates. As noted in Article I of this Lease, Tenant shall be responsible to procure its own business license and certificate of occupancy for Tenant's Work at the Premises.

6.3 Negative Covenants. Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to: (a) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises in any manner which would constitute a public or private nuisance; or (b) use the Premises for any purpose which is excluded from or inconsistent with or not included within the purpose for which the Premises may be used according to Section 6.1 of this Lease; or (c) use, operate or maintain the Premises in such manner that any of the rates for any insurance carried by Landlord would increase unless Tenant pays to Landlord an amount equal to any such increase in rates, such payment to be made promptly on demand as each premium which includes such increase becomes due and payable.

6.4 Opening and Operating Covenant. Tenant agrees to open its business to the public for the Permitted Use no later than the Rent Commencement Date. Tenant shall operate throughout the Lease Term for at least a minimum of 7 days per week and 8 hours per day.

6.5 Abandonment. In the event that at any time during the Lease Term or any extension or renewal thereof, Tenant should vacate, abandon, or desert the Premises, then, in any such event, Tenant shall be in default hereunder, unless the Premises are rendered untenantable by reason of fire, casualty or cause beyond Tenant's control and not resulting from the intentional or negligent acts or omissions of Tenant, its servants, agents, employees, contractors or invitees.

ARTICLE 7. SIGNAGE AND EXTERIOR OF PREMISES

7.1 Signage and Exterior of Premises. Tenant, without the prior written consent of Landlord not to be unreasonably withheld, shall not do, cause to be done, or permit any of the following: (a) decorate or make any changes to the exterior of the Premises or of the Building; (b) install any lighting, awning, protrusion, sign, advertising matter, decoration or painting on the exterior of the Premises or of the Building; (c) affix any lettering, sign decoration or advertising matter to any window or door glass; or (d) erect or install any signs, window or door lettering, placards, decorations or advertising media of any type that can be viewed from the exterior of the Premises or of the Building.

7.2 Historic Nature of Premises. Tenant acknowledges that the Premises is under historic designation by the City of Kennesaw. Consequently, Tenant agrees not to undertake any alterations, additions, replacements or work to the Premises without the prior written approval of Landlord which shall

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include the Historic Preservation Council approvals in addition to all approvals required by the terms of this Lease.

7.3 Signage in front of Building. Tenant shall be allowed to put a sign in front of the Building. For any sign placed in front of the Building, Tenant must first obtain the approval by Landlord and any City of Kennesaw approvals (if any). Tenant shall be responsible for all costs associated with the creation of the sign and its maintenance.

ARTICLE 8. LANDLORD'S RIGHT OF ACCESS; RESERVATION OF RIGHTS; TRANSFERS

8.1 Landlord's Access to Premises. Upon twenty-four (24) hours prior notice and during normal business hours, Landlord, and Landlord's officers, members, employees, agents, contractors and other representatives, shall have the right to enter and pass through the Premises to examine the Premises and to show the Premises to contractors, consultants, prospective purchasers, mortgagees, tenants or insurers, and to make such repairs or changes in or to the Premises or the Building as may be provided for or permitted by this Lease or as Landlord may be required to make by Legal Requirements. The aforesaid prior notice and normal business hours requirements shall not apply in emergency situations where immediate attention is needed to protect the Premises and/or the financial investment of Landlord. Tenant shall not be entitled to any abatement or reduction of rent by reason of any such entry, nor shall any such entry be deemed to be an actual or a constructive eviction.

ARTICLE 9. REPAIRS AND MAINTENANCE

9.1 Landlord's Obligations.

9.1.1 Landlord shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the structural components of the Building which shall mean the roof, the foundation, and the structural components of the exterior walls of the Premises. If Tenant becomes aware of the need for any such repairs, Tenant shall give prompt Notice thereof to Landlord, and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time has elapsed after receipt by Landlord of such Notice.

9.1.2 Landlord shall not be liable to Tenant for any interruption of or inconvenience to Tenant's use of the Premises on account of Landlord's performance of any repair, maintenance or replacement in the Premises or any other work therein pursuant to Landlord's rights or obligations under this Lease so long as such work is being conducted by Landlord in accordance with the terms of this Lease and without gross negligence or gross disregard for Tenant's operations.

9.2 Tenant's Obligations. Tenant, at its sole cost and expense, shall keep and maintain in good repair and working order, the interior walls, interior ceiling, and doors and all equipment (including HVAC, electrical and plumbing) servicing the Premises at Tenant's expense. Tenant shall keep the Premises in first class condition during the Lease Term. The cost and expense of any maintenance or repair to the Building necessary due to the acts or omissions of Tenant or Tenant's servants, agents, employees, contractors or invitees shall be deemed to be Additional Rent payable by Tenant to Landlord upon demand.

9.3 Substituted Performance By Landlord. If at any time and from time to time during the Lease Term and any extensions and renewals thereof, Tenant shall fail to perform or cause to be performed any maintenance or to make any repairs, replacements, alterations, or additions in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises to perform any such maintenance and to make such repairs, replacements, alterations, or additions for and on behalf of Tenant, and all sums expended by Landlord for such maintenance, repairs, replacements, alterations, and additions shall be deemed to be Additional Rent hereunder payable by Tenant to Landlord upon demand.

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9.4 Condition on Termination. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by insured fire or other insured casualty alone excepted.

ARTICLE 10. ALTERATIONS BY TENANT; TENANT'S PROPERTY

10.1 Alterations By Tenant. Tenant shall not make any alterations, additions or replacements to the Premises or any repairs required of Landlord under Section 9.1 of this Lease, without the prior written consent of Landlord. All alterations, additions and improvements made in and to the Premises, all floor coverings which are cemented or adhesively fixed to the floor, and all fixtures, other than trade fixtures, which are installed in the Premises shall remain in and be surrendered with the Premises and shall become the property of Landlord at the expiration or sooner termination of this Lease; provided, however, Landlord reserves the right to require Tenant to remove any alteration, improvement or addition made to the Premises by Tenant, and to repair and restore the Premises to a condition substantially equivalent to the condition of the Premises prior to any such alteration, addition or improvement.

10.2 Tenant's Property. So long as Tenant is not in default hereunder, on or prior to the Expiration Date or any earlier termination of this Lease, but subject to the limitations set forth elsewhere in this Lease, Tenant shall remove all of Tenant's property from the Premises and repair any damage to the Premises caused by such removal. All property of Tenant remaining on the Premises after the expiration of the Lease Term of this Lease shall be deemed to have been abandoned and may be removed by Landlord, and Tenant shall reimburse Landlord for the cost of such removal.

10.3 Historic Nature of Premises. Tenant acknowledges that the Premises is under historic designation by the City of Kennesaw. Consequently, Tenant agrees not to undertake any alterations, additions, replacements or work to the Premises without the prior written approval of Landlord which shall include the Historic Preservation Council approvals in addition to all approvals required by the terms of this Lease.

ARTICLE 11. WORK ON THE PREMISES

11.1 Standards of Performance. All repairs, replacements, alterations, additions and improvements done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all Legal Requirements, shall utilize only new and first quality materials and supplies, and at such times and in such manner as will cause a minimum of interference with other construction in the Building. Tenant shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to such work, and the Landlord shall have no duty or obligation to inspect any of such work, but shall have the right to do so.

11.2 Approval of Work. Whenever Tenant proposes to do any construction work within the Premises, Tenant shall first furnish to Landlord plans and specifications covering such work in such detail as Landlord may reasonably request. Such plans and specifications shall comply with such requirements as Landlord from time to time may prescribe for construction within the Building. In no event shall any construction work be commenced within the Premises without Landlord's prior written approval of such plans and specifications and of any contractor proposed by Tenant to perform any such work.

11.3 Completion of Work. Whenever Tenant is permitted to perform any work upon the Premises, Tenant shall promptly commence the work and, once commenced, diligently and continually pursue the work and complete the work within a reasonable time. Tenant shall supervise and direct the work utilizing its best efforts and reasonable care, and shall assign such qualified personnel to the work as may be necessary to cause the work to be completed in an expeditious fashion.

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11.4 Payment of Costs and Expenses. Tenant shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of any work permitted to be performed by Tenant with respect to the Premises. Tenant shall pay promptly, when due, all costs and expenses incurred in connection with all such work. Tenant shall not suffer or permit any materialmen's, mechanics', artisans' or other liens to be filed or placed against or to exist with respect to the Land or Building of which the Premises are a part, or Tenant's interest in the Premises, by reason of work, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under the Tenant, and nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, expressed or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any improvements, alterations, repairs, replacements, or additions of or to the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which would give rise to the filing of a materialman's, mechanic's or other lien against the Premises, the Building, or any other part of the Building. If any such lien should be filed at any time, Tenant shall cause the same to be discharged of record within fifteen (15) days after the date of filing the same. If Tenant shall fail to discharge such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may discharge, but shall not be obligated to discharge, same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by posting a bond. Any amount paid by Landlord for any of the aforesaid purposes, or for the satisfaction of any other lien not caused by Landlord, and all reasonable expenses of Landlord (including, but not limited to, attorneys' fees and expenses and court costs) in defending any such action or in procuring the discharge of such lien, shall be deemed to be Additional Rent hereunder payable by Tenant to Landlord on demand.

11.5 Protection of Persons, Property. Tenant shall be responsible for the acts and omissions of all of its employees and all other persons performing any work permitted to be performed by Tenant with respect to the Premises. Tenant shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with such work, and shall take all reasonable precautions to prevent damage, injury or loss to, such work, all persons performing any such work on the Premises, all other persons who may be involved in or affected by such work, all materials and equipment to be incorporated in such work, and all other property on the Premises or adjacent thereto or elsewhere in the Building.

11.6 Insurance. Tenant shall purchase and maintain in full force and effect, and shall cause its contractors and subcontractors to purchase and maintain in full force and effect, such insurance (if any) in addition to that otherwise required of Tenant under this Lease as may be necessary to protect Tenant from claims under workers compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damage to property which arise out of performance of any work related to the Premises. Such additional insurance policies, if any, shall meet the requirements set forth elsewhere herein with respect to the insurance policies otherwise required to be obtained and maintained by Tenant under this Lease.

11.7 Historic Nature of Premises. Tenant acknowledges that the Premises is under historic designation by the City of Kennesaw. Consequently, Tenant agrees not to undertake any alterations, additions, replacements or work to the Premises without the prior written approval of Landlord which shall include the Historic Preservation Council approvals in addition to all approvals required by the terms of this Lease.

ARTICLE 12. INDEMNITY AND NON-LIABILITY

12.1 Indemnification. Tenant hereby agrees to defend, indemnify and hold harmless Landlord and its members, officers, directors, shareholders, employees, and agents from and against any and all losses, claims, damages, liabilities, actions, fines, judgments, penalties, civil penalties, consent orders, other orders, settlements, and all other costs and expenses (including, but not limited to, reasonable

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attorneys' fees and expenses incurred at both trial and appellate levels, as well as all such fees and expenses incurred outside the context of any judicial action or administrative proceeding, and fees and expenses of other professionals and consultants) arising out of or related to any work related to the Premises and performed or caused to be performed by Tenant, any injury to or death of any person or persons or any damage to property arising out of or related to the condition, use or occupancy of the Premises or any activity on the Premises or any other part of the Building caused by Tenant, its agents, employees, contractors or invitees of Tenant, excepting, however, liability caused by Landlord's willful misconduct or gross negligence. This Section shall survive the expiration or any earlier termination of this Lease.

12.2 Defects In Improvements. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property; and Landlord shall not be responsible or liable for any defect, latent or otherwise, in the Building or any of the equipment, machinery, utilities, appliances or apparatus therein.

ARTICLE 13. TENANT'S INSURANCE

13.1 Tenant's Insurance. Tenant, at its sole cost and expense, shall procure and maintain throughout the Lease Term a policy or policies of insurance, insuring Tenant, Landlord, Landlord's mortgagees (if any), and any other persons designated by Landlord against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition of the Premises, the use or occupancy of the Premises or any construction work being done on the Premises by Tenant. Tenant shall maintain a commercial general liability policy in an amount of not less than $2,000,000 per occurrence and a Tenant improvements and property insurance full replacement policy covering all the items included in Tenant's Work and Tenant's leasehold improvements in accordance with the terms of the Lease, naming Tenant as the certificate holder and Landlord and its designees as "named insureds" and any other coverage reasonably required by Landlord. Tenant or Tenant's contractor shall also provide for builder's risk coverage, which will be required for Tenant's Work. Such policies shall be noncancellable except after thirty (30) days' prior Notice to Landlord and designees of Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord prior to the Rent Commencement Date and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms.

ARTICLE 14. DAMAGE BY CASUALTY

14.1 Landlord's Restoration Election. Tenant shall give immediate written Notice to Landlord of any damage to the Premises caused by fire or other casualty, and, if Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises. Notwithstanding the foregoing, in the event that: (a) the insurance proceeds payable in connection with such damage and destruction are insufficient to restore all parts of the Building damaged by the same casualty, (b) the Building in which the Premises are located is destroyed or substantially damaged by casualty not covered by standard fire or extended coverage insurance, (c) said building is destroyed or rendered untenantable by any casualty to the extent of at least fifty percent (50%) of the square footage of said Building, (d) Landlord does not have actual and unconditional receipt of the insurance proceeds payable in connection with such damage and destruction, (e) the holder of any mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof which encumbers Landlord's interest hereunder or in the Premises and/or in the rest of the Building requires such proceeds to be applied against any debt owed to such holder, (f) there are fewer than two (2) years remaining in the Lease Term, or any extension or renewal thereof, or (g) in Landlord's sole judgment, the reconstruction, restoration and repair of the Building cannot be completed within one hundred eighty (180) days after the date of such casualty, then, in any of such events, Landlord may elect to terminate this Lease

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or to rebuild and repair the Premises. Landlord shall give Notice to Tenant of such election within ninety (90) days after the occurrence of such casualty.

14.2 Base Rent Abatement. Tenant agrees that, during any period of reconstruction or repair of the Premises, it will continue its use within the Premises to the extent reasonably practicable. During the period from the occurrence of a casualty until Landlord's repairs are substantially completed, the Base Rent shall be reduced and abated in proportion of the amount of square footage of the Premises which is rendered untenantable as a result of such casualty; provided, however, that if such damage or destruction is caused by the intentional or negligent acts or omissions of Tenant, its servants, agents, employees contractors or invitees, then, and in that event, the Base Rent shall not abate. Tenant shall not be entitled to and hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

14.3 Casualty Insurance. Tenant agrees at all times at its expense to keep its fixtures, and its other property situated within the Premises insured against fire, with extended coverage, to the extent of the full insurable value thereof. Such insurance shall be carried with companies reasonably satisfactory to Landlord. Such insurance shall be noncancellable except after thirty (30) days' prior Notice to Landlord. Such policies or duly executed certificates of insurance with respect thereto shall be delivered to Landlord prior to the Rent Commencement Date and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. The proceeds of such insurance shall be payable to Landlord and Tenant, jointly, for use by Tenant only, except with the prior written consent of Landlord, for the repair or replacement of fixtures or other property that was situated within the Premises.

ARTICLE 15. EMINENT DOMAIN

15.1 Substantial Taking. If such part of the Premises as would render the balance thereof untenantable or unusable for the purposes set forth in this Lease is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase under threat thereof, this Lease shall terminate upon the election of either party, or if the entire Premises are taken as aforesaid, this Lease shall terminate automatically, which termination in either of such events will be effective on the date possession of the Premises, or affected part thereof, is taken by the condemning authority.

15.2 Partial Taking. In the case of any taking for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase under threat thereof, other than a taking of the type described in Section 15.1 above, this Lease shall not terminate, or if this Lease is not terminated in a taking of the type described in Section 15.1 above, then, in either of such events, the Base Rent payable hereunder during the unexpired portion of the Lease Term shall be reduced by the percentage which the area taken bears to the area of the Premises prior to the date possession of such portion of the Premises is taken by the condemning authority.

15.3 Notice of Termination. Any election to terminate this Lease following condemnation shall be evidenced by Notice of termination delivered to the other party within thirty (30) days after the date on which both Landlord and Tenant are notified of such taking or such sale, and, if neither Landlord nor Tenant exercises such election to terminate this Lease, then this Lease shall continue in full force and effect.

15.4 Restoration. If this Lease is not terminated following any condemnation, Landlord shall make all necessary repairs or alterations within the scope of Landlord's responsibility necessary to make the then remaining part of the Premises an architectural whole, and, promptly after completion of such work by Landlord, Tenant shall proceed with reasonable diligence and at its sole cost and expense to make all

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necessary repairs or alterations within the scope of Tenant's responsibility necessary to make the Premises an architectural whole.

15.5 Condemnation Award. All compensation awarded for any taking or the proceeds of private sale under threat thereof, whether for the whole or a part of the Premises, shall be the property of Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for Tenant's loss of use and/or for the taking of Tenant's fixtures and personal property within the Premises if a separate award for such items is made to Tenant.

ARTICLE 16. ASSIGNMENT AND SUBLETTING

16.1 Approval of Landlord Required. Tenant shall not assign or transfer all or any portion of its interest in this Lease or in the Premises, or sublet all or any portion of the Premises, without the prior written consent of Landlord. Any assignment or sublease without Landlord's prior written consent shall be voidable and, at Landlord's election, shall constitute an Event of Default hereunder by Tenant. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights with respect to any subsequent assignment or subletting. If Tenant is a partnership, a change (voluntary, involuntary or by operation of law), in a single transaction or cumulatively, as a result of one or more transactions, in the ownership of twenty percent (20%) or more of the partnership, or the dissolution or liquidation of the partnership, shall be deemed an assignment of this Lease. If Tenant consists of more than one person, any purported assignment (voluntary, involuntary or by operation of law) from any of such persons to any other person or entity shall be deemed an assignment of this Lease. If Tenant is a corporation or limited liability company, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer (voluntary, involuntary or by operation of law), in a single transaction or cumulatively, as a result of one or more transactions, in the ownership of the controlling percentage of the capital stock of Tenant, or the sale of fifty-one percent (51%) of the value of the assets of Tenant, shall be deemed an assignment of this Lease. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors. The foregoing provision shall not apply to corporations, the stock of which is regularly traded through an exchange or over the counter.

16.2 Consideration. If Landlord approves any such assignment or subletting, Landlord shall receive all consideration paid by any such assignee or subtenant, directly or indirectly related to such assignment or subletting.

16.3 Tenant's Liability. No assignment or subletting shall relieve Tenant of Tenant's obligations under this Lease.

16.4 No Encumbrance of Usufruct. Tenant shall not mortgage, pledge or otherwise encumber its interest under this Lease. Tenant has only a usufruct, not subject to levy, sale or other transfer, either voluntary or by operation of law, except in accordance with this Article 16.

16.5 Sale By Landlord. The term "Landlord" as used in this Lease means only the owner or entity from time to time owning the Building, so that, in the event of any sale thereof, the Landlord who is a grantor in any such sale shall be and hereby is, without further agreement, entirely released and relieved of all the obligations of Landlord hereunder. Any such sale of the Building, unless pursuant to a foreclosure sale or deed in lieu of such foreclosure, shall be subject to this Lease, and, without the necessity of any further agreement, the purchaser at any such sale shall be deemed to have assumed, and to have agreed to carry out, any and all obligations of Landlord under this Lease so long as such purchaser shall be the owner of the Building.

ARTICLE 17. PERSONAL PROPERTY AND RENT TAXES

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17.1 Taxes on Tenant's Property. Tenant shall be liable for and shall pay all taxes levied against personal property, fixtures, and Tenant's improvements to the Premises. If such taxes for which Tenant is liable are levied against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of any such items and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is liable hereunder, which part shall be deemed to be Additional Rent.

17.2 Rent Tax. Tenant agrees to pay as Additional Rent any rent tax or other tax imposed upon rent payments or imposed upon Landlord based upon rent payments by Tenant to Landlord; however, Tenant shall not be required to pay any income tax of Landlord.

ARTICLE 18. EVENTS OF DEFAULT

Each of the following events shall be an Event of Default by Tenant under this Lease:

18.1 Nonpayment of Rent. Failure of Tenant to pay when due any Base Rent, Additional Rent, charges or other monetary obligations payable by Tenant hereunder if not cured within five (5) days after Notice from Landlord .

18.2 Nonperformance of Other Covenants. Failure of Tenant to comply with or observe any other term, covenant, or provision of this Lease, if said failure continues uncured for twenty (20) days or longer after Landlord has given Notice thereof to Tenant, or, if said failure cannot with due diligence be cured within twenty (20) days, if Tenant fails to begin to cure said failure within said twenty (20) days or fails to pursue diligently the curing of said failure to completion within a reasonable time after the giving of said Notice of default, which time shall not exceed the reasonable period necessary to cure or sixty (60) days.

18.3 Breach of Warranty. If any representation or warranty made by Tenant in this Lease is untrue in any material respect.

18.4 Assignment For Creditors. The making of an assignment for the benefit of creditors by Tenant.

18.5 Bankruptcy. The filing by Tenant of any petition under any section or chapter of the federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof; the filing against Tenant of any petition under any section or chapter of the federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof, if said petition is not dismissed within thirty (30) days after filing, or if Tenant consents to or fails to object to said filing; or the adjudication as bankrupt or insolvent of Tenant in any proceedings filed thereunder.

18.6 Appointment of Receiver. The appointment of a receiver or trustee for all or substantially all of the assets of Tenant or any Guarantor of Tenant's obligations hereunder, if said appointment is not terminated within thirty (30) days after the date of appointment.

18.7 Abandonment. The desertion, vacation, or abandonment of all or any part of the Premises by Tenant.

18.8 Levy of Execution. The levy of any writ of execution, attachment or garnishment against any interest of Tenant in this Lease, the Premises or any property located on the Premises, if said levy remains in effect for thirty (30) days or more.

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18.9 Other Event of Default. The occurrence or existence of any other fact, event, circumstance, or condition which is characterized elsewhere in this Lease as a "default" or as an "Event of Default".

ARTICLE 19. REMEDIES ON DEFAULT

If Tenant defaults under this Lease, without any Notice or demand whatsoever being required, Landlord shall have the right, but not any duty, to exercise, on a cumulative basis, any or all of the following remedies:

19.1 Continuation of Lease. Landlord may continue this Lease in full force and effect, and proceed to collect all rent when due.

19.2 Entry and Reletting. Landlord may continue this Lease in full force and effect and may enter the Premises and relet all or any part of same to other parties for Tenant's account. Tenant shall be liable to pay on demand to Landlord all costs Landlord incurs in entering and reletting the Premises, including, but not limited to, broker's commissions, expenses of repairs and remodeling, reasonable attorneys' fees, and all other actual costs. Reletting may be for a period shorter or longer than the remaining Lease Term of this Lease. During the term of any reletting, Tenant shall pay to Landlord the rent due under this Lease on the dates due, less any net rents Landlord receives from any reletting. Any net rents from any such reletting (in excess of rents payable hereunder) shall inure to the benefit of, and be the property of, Landlord, and not the Tenant.

19.3 Termination of Lease. Landlord, without any Notice or demand whatsoever, may terminate Tenant's rights under this Lease at any time. On termination, Landlord shall have the right to recover from Tenant all costs, expenses, losses and damages caused by said default and termination, including, but not limited to:

19.3.1 An amount equal to all unpaid Rent that has accrued at the time of termination of this Lease; plus

19.3.2 An amount equal to (a) the amount of Rent that would have accrued under this Lease between (i) the date of termination of this Lease and (ii) the date the calculation is made under this Section if this Lease had not been prematurely terminated; less (b) any net amounts of Rent actually received by Landlord with respect to such time period; plus

19.3.3 An amount equal to (a) the present value of all Rent which would have accrued under this Lease if this Lease had not been terminated, for the period of time between (i) the date of calculation of Rent under Section 19.3.2, and (ii) the Expiration Date (when the Lease Term would have ended if this Lease had not been prematurely terminated) subject to clawback for rentals actually received upon exercise of our duty to reasonably mitigate damages; plus

19.3.4 An amount equal to (a) all actual costs and expenses, including, but not limited to, reasonable attorneys' fees, that have at that time been incurred by Landlord, plus the present value of all actual costs and expenses, including, but not limited to, reasonable attorneys' fees at both the trial and appellate levels, which with reasonable certainty are likely to be incurred thereafter by Landlord and are reasonably necessary to compensate Landlord for all economic losses proximately caused by any Event of Default hereunder.

In computing the present value of amounts for purposes of this Section 19.3, Landlord will utilize a discounted cash-flow methodology on future payments that are being factored into the damages calculations bringing those future payments to a present value using an interest rate factor equivalent to what Landlord could achieve through its normal banking relationships for investments of monies so pre-paid.

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19.4 Appointment of Receiver. Without any showing of need or the presence of any statutory or common law grounds, all of which are hereby expressly waived, Landlord may have a receiver appointed to take possession of the Premises and relet in accordance with Section 19.2.

19.5 Curing of Defaults. Landlord may cure any default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum to cure any default, the sum so paid by Landlord shall be Additional Rent payable by Tenant to Landlord on demand, and shall bear interest from the date paid by Landlord until Landlord shall have been reimbursed by Tenant.

19.6 Application of Security Deposit. Landlord may apply all or part of the Security Deposit to pay any sums owed by Tenant to Landlord.

19.7 Other Legal or Equitable Remedies. Landlord may exercise any or all other rights or remedies available at law or equity, including, but not limited to, the right to restraining orders, injunctions and decrees of specific performance.

ARTICLE 20. ATTORNEYS' FEES

20.1 Landlord's Attorneys' Fees. If Landlord should bring any action under this Lease or consult, or place this Lease, or any amount payable by Tenant hereunder, with an attorney concerning or for the enforcement of any of Landlord's rights hereunder, then Tenant agrees in each and any such case to pay to Landlord all reasonable attorneys' fees and expenses incurred or paid by Landlord in connection therewith.

ARTICLE 21. WAIVER OF SUBROGATION

21.1 Waiver Of Subrogation. Each party to this Lease (the "Waiving Party") hereby waives any cause of action it might have against the other party hereto (the "Beneficiary") on account of any loss or damage to the extent that said loss or damage is covered by any insurance policy that names the Beneficiary as a party insured, except to the extent of the applicable deductible on said policy or that any such waiver would violate any applicable Legal Requirement or would adversely affect or impair the right of the Waiving Party to coverage under any such policy. Landlord and Tenant will request their insurance carriers, which provide fire and extended coverage insurance covering losses arising out of destruction of or damage to the Premises or its contents or to other portions of the Building, to endorse all applicable policies, to the extent that such endorsement is reasonably obtainable, to provide for waiver of the carrier's rights of recovery under subrogation or otherwise against Landlord or Tenant. Evidence of the existence of such waiver will be furnished by either party to the other party on request.

ARTICLE 22. HOLDING OVER

22.1 Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant at sufferance at a rent equal to the rent (including any percentage rent) herein provided plus fifty percent (50%) percent of such amount and otherwise subject to all the covenants and provisions of this Lease insofar as the same are applicable to a Tenant at sufferance, and in no event shall there be any renewal of this Lease by operation of law.

ARTICLE 23. SUBORDINATION

23.1 Subordination. This Lease and all rights of Tenant hereunder are, and shall be, subject and subordinate to the lien of, or security title conveyed by, as the case may be, any first priority mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof which may now or hereafter affect

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Landlord's fee title to the Premises or Landlord's interest hereunder and to any and all modifications, renewals, consolidations, extensions, or replacements of any of the foregoing. The foregoing subordination is, and shall be, self-operative, and no further instrument of subordination shall be required by Tenant.

23.2 Confirming Agreement. Notwithstanding any contrary provision in Section 23.1 above, in confirmation of such subordination, Tenant, upon demand at any time or times, shall execute, seal and deliver to Landlord, without expense to Landlord, any and all instruments in recordable form which may be requested by Landlord to evidence the subordination of this Lease and all rights hereunder to the lien, security title, and/or encumbrance of any such mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof, and each renewal, modification, consolidation, replacement, and extension thereof, and if Tenant fails to execute, seal and deliver any such instrument, in addition to any other remedies available to it in consequence thereof, Landlord may execute, seal and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes, and appoints Landlord, its successors and assigns, as such attorney-in-fact for that purpose (which agency is coupled with an interest).

23.3 Lease Superiority. In addition, upon Landlord's request, Tenant, at any time or times, shall execute, seal and deliver to Landlord, without expense to Landlord, any and all instruments in recordable form which Landlord deems necessary or appropriate to make this Lease superior to the lien, security title, and/or encumbrance of any such mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof, and each renewal, modification, consolidation, replacement and extension thereof, and if Tenant fails at any time to execute, seal and deliver such instrument, in addition to any other remedies available to it in consequence thereof, Landlord may execute, seal and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, as such attorney-in-fact for that purpose (which agency is coupled with an interest).

23.4 Attornment. If the holder of any mortgage, deed to secure debt, deed of trust, or other instrument in the nature thereof shall hereafter succeed to the rights of Landlord under this Lease, whether through possession, foreclosure or delivery of a new Lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument which may be necessary to evidence such attornment. Upon attornment provided for in this Section 23.4, this Lease shall continue in full force and effect as a direct Lease between such successor Landlord and Tenant, subject to all the terms, covenants and conditions of this Lease; provided, however, that such holder, as successor Landlord, shall not be liable for returning to Tenant, or crediting against any rent due hereunder, any advance rents previously paid by Tenant to Landlord or the Security Deposit unless such holder has acknowledged the receipt of such advance rents or the Security Deposit.

ARTICLE 24. NOTICES

24.1 Notices. Any notice, request, demand, instruction or other communication (a "Notice") to be given to any party with respect to this Lease may be given either by the party or its counsel, shall be in writing, and shall be deemed to have been properly delivered when sent by certified mail, return receipt requested, or by reputable courier service. If sent by certified mail, a Notice shall be deemed to have been given when properly deposited with the United States Postal Service with the proper address and postage paid therewith, and shall be deemed to have been received on the third (3rd) business day following the date of such deposit, whether or not actually received by addressee. If sent by courier service, a Notice shall be deemed to have been given when delivered to said courier service with the proper address and delivery charges either prepaid or properly charged to an account in good standing, and shall be deemed to have been received when actually delivered to addressee by said courier service. The addresses to which Notices shall be sent are the mailing addresses set forth in Sections 1.10 and 1.17 of this Lease. Each party shall have the right to change the address to which Notices are to be sent pursuant to this Section by giving to the

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other party written Notice of such change of address in accordance with the provisions of this Section. If any Notice shall not be actually received by the addressee due to said addressee's failure or refusal to furnish to the other party an accurate current address or due to addressee's failure or refusal to accept a delivery tendered at the address specified in or pursuant to this Article, then, in such event, said Notice shall conclusively be deemed to have been received by addressee on the earlier of (a) said third (3rd) business day or (b) the date on which a delivery attempt was made to the address specified in or pursuant to this Article.

ARTICLE 25. HAZARDOUS MATERIALS

25.1 Compliance With Environmental Laws. Tenant hereby warrants, represents, covenants and agrees that with respect to the Premises, it has not violated any, and at all times in the future will comply with all, applicable codes, laws, statutes, ordinances, rules, regulations, orders, decrees, policies and rules of common law now or hereafter in effect and, in each case, as amended, of any Governmental Authority (as defined below), and judicial or administrative interpretations thereof, including, but not limited to, any judicial or administrative order, consent decree or judgment relating to the health or safety of persons or to the Environment (as defined below) (collectively referred to as the "Environmental Laws"), including, but not limited to, the Comprehensive Environmental Response, Compensation And Liability Act, 42 U.S.C. §9601, et seq. ("CERCLA") and regulations thereunder. For purposes hereof, "Hazardous Material(s)" shall be deemed to mean and refer to: petroleum and fractions thereof and petroleum products (including, but not limited to, waste or used oil); xylene, toluene, benzene and ethylbenzene, regardless of whether contained in any petroleum product or fraction as a constituent component or as a contaminant; asbestos, asbestos-containing materials; polychlorinated biphenyls ("PCBs"); urea formaldehyde foam insulation; radon gas; any substance defined as or included in the definition of "pollutants", "contaminants", "toxic substances", "hazardous wastes", "extremely hazardous wastes", "restricted hazardous wastes", "hazardous material" or "hazardous substances" or words of similar import under any now or hereafter existing Environmental Laws; any other substances exposure to which is prohibited, limited or regulated by any federal, state, county, regional, local or other governmental authority (any of the foregoing being herein referred to as a "Governmental Authority") or which, even if not so regulated, are toxic, ignitable, corrosive, reactive, carcinogenic, infectious, radioactive or are otherwise dangerous or harmful to humans, plants, animals and/or the Environment. "Environment" means and includes any surface water, subterranean aquifer, groundwater, stream sediment, land surface, soil or subsurface strata, ambient air, and any other environmental medium.

25.2 Presence Of Hazardous Materials. Without the Landlord's prior written consent, which may be withheld or granted in Landlord's sole discretion, Tenant shall not cause or permit any Hazardous Materials, whether used or intended to be used as building materials in connection with the construction, alteration or renovation of any improvements on the Premises or otherwise, to be placed, located, generated, used, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, processed, maintained or "released" [as said term is now defined by CERCLA which definition (exclusive of exclusions contained therein) is incorporated herein by this reference; provided, however, that if said term "release" is now or hereafter more broadly defined in CERCLA, as same may be hereafter amended, or in any other Environmental Law, such broader definition shall control] in, on, about, from, onto, or into the Premises, or elsewhere on, or in the vicinity of, the Building, by Tenant, its agents, employees, contractors, assignees, sublessees, invitees, or (only as to the Premises) by any other person(s) other than Landlord. By way of illustration only and not by way of limitation, the disposal of Hazardous Material by discharge of same into any sanitary sewerage system shall be deemed, for purposes hereof, to constitute an unauthorized release of same.

25.3 Indemnification. Tenant hereby covenants and agrees to indemnify, defend and hold harmless the Landlord and the Landlord's mortgagees, members, partners, officers, directors, shareholders, agents, employees, legal counsel, and other professionals and consultants from and with respect to any and all losses, claims, damages (including, but not limited to, diminution of fair market value of the Building, diminution in rental value of the Premises or of any other area in the Building, damages caused by loss or

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restriction of rentable or usable space in the Premises or elsewhere in the Building, and damages caused by adverse impact on marketing of the Premises or of any other area in the Building), liabilities, actions, environmental investigation expenses, remediation or cleanup costs (including, but not limited to, such costs related to the interior of the Premises, any other part of the Building, groundwater, or other real property), fines, judgments, penalties, civil penalties, consent orders, other orders, settlements, and all other costs and expenses (including, but not limited to, attorneys' fees and expenses incurred at both trial and appellate levels, as well as all such fees and expenses incurred outside the context of any judicial action or administrative proceeding, and fees and expenses of other professionals or consultants), arising out of or related to: (a) any breach of any of Tenant's warranties, representations, covenants or agreements contained in this Article, (b) the presence, disposal, release or alleged or threatened release of any Hazardous Material in, on, about, from or onto the Premises, or any other violation of any Environmental Law related to the Premises, to the business operations of Tenant thereon, or to any other activity thereon (any of the foregoing herein referred to as a "Violation"), which presence, disposal, release, alleged or threatened release or Violation occurs at any time during the Lease Term or any renewal or extension thereof or thereafter prior to the later of (i) the time at which this Lease expires or is terminated, or (ii) the date on which Tenant surrenders possession of the Premises or any portion thereof to Landlord, or (iii) if caused by or within the control of Tenant, at any later date, (c) any personal injury (including, but not limited to, wrongful death) or property damage (real or personal) arising out of or related to any such presence, disposal, release or alleged or threatened release of any Hazardous Material or any Violation, which presence, disposal, release or alleged or threatened release or Violation occurs during any time period described hereinabove in this Section, or (d) any lawsuit or administrative proceeding brought or threatened by any Governmental Authority or private party, settlement reached with any Governmental Authority or any private party, or administrative order of any Governmental Authority, and, in the case of any of the foregoing, related to any such presence, disposal, release or alleged or threatened release of any Hazardous Material, or to any Violation, which presence, disposal, release, alleged or threatened release or Violation occurs during any time period described hereinabove in this Section. The provisions of this Section shall be in addition to any and all other obligations and liabilities Tenant may owe to Landlord under any Environmental Law, under any other statutory or common law or in equity, and, notwithstanding any contrary provision contained elsewhere in this Lease, shall survive the expiration or any earlier termination of this Lease.

25.4 Exception to Tenant's obligations. Tenant shall not be responsible for Hazardous Materials that were present at the Premises prior to Tenant's occupancy because of a prior owner/Tenant. The assumption shall be that such Hazardous Materials existed prior to Tenant's occupancy if they are found at the Premises and involved chemicals used by a prior owner/Tenant in its occupancy of the Premises and are not chemicals used by Tenant. However, this is a rebuttable presumption meaning that Tenant will be responsible if Tenant allowed the entry of those Hazardous Materials during its occupancy (regardless that the Hazardous Materials were not used in Tenant's production). As an example, an employee, guest, invitee or contractor of Tenant bringing any Hazardous Materials onto the Premises would be the responsibility of Tenant even if they were never intended to be used by Tenant at the Premises or in Tenant's production.

ARTICLE 26. MISCELLANEOUS

26.1 Mortgagee's Notice And Cure Rights. Tenant agrees that, upon the request of either Landlord or the holder of any first priority mortgage, deed to secure debt, deed of trust, or other security instrument in the nature thereof encumbering Landlord's interest hereunder, in the Premises, and/or in the Building, Tenant shall send to such holder copies of all Notices sent to Landlord, such copies to be forwarded to such holder as and when such Notices are sent to Landlord and at the mailing address from time to time provided to Tenant by either Landlord or such holder. In addition, Tenant agrees that it may not exercise any of its remedies on account of a default by Landlord under this Lease unless and until such holder shall have received written Notice of such default from Tenant and a period of thirty (30) days after receipt of such Notice for curing such default thereafter shall have elapsed and neither Landlord, nor such mortgagee, shall have cured such default within such thirty (30) day period, Tenant hereby acknowledging and agreeing that such mortgagee shall have the right, but no obligation or duty, to cure any such default.

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26.2 Consents And Approvals. Whenever the consent or approval of Landlord is required for any purpose, such consent or approval may be granted or withheld for any reason whatsoever at the sole discretion of the Landlord, unless the relevant provision of this Lease expressly requires that such particular consent or approval shall not be unreasonably withheld, conditioned or delayed. This Lease transaction is a commercial transaction between parties both of whom have extensive experience in commercial real estate matters. Where any consent or approval is not to be unreasonably withheld, conditioned or delayed, the parties hereto intend that the reasonableness standard to be implemented shall be an objective standard, instead of a subjective one, and shall be based on fairness, good faith and commercial reasonableness standards, which standards the parties hereto expressly acknowledge and agree are sufficiently certain, ascertainable, definite, commonly acknowledged and commonly utilized in commercial real estate transactions in the area in which the Building is located to be enforceable under applicable law of the State in which the Building is located. The concept of reasonableness does not include or comprehend arbitrary or capricious reasons or considerations based on such factors as race or religion or pecuniary gain or mere personal preferences. The parties thereto, for and in behalf of themselves, and of their respective successors and assigns, hereby agree that neither party hereto, nor any of their respective successors or assigns, will hereafter assert or raise, as a defense, the legal theory that any agreement not to unreasonably withhold, delay, and/or condition consent as to any particular subject matter is so uncertain, indefinite and/or vague as to be an unenforceable contract. The agreement of the parties in the preceding sentence is acknowledged to be a material inducement to each of the parties hereto to execute this Lease.

26.3 Headings. The captions and the table of contents used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. Whenever the singular number is used the same shall include the plural, and words of any gender shall include each other gender.

26.4 Waivers. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waiver or render unnecessary consent to or approval of any subsequent similar act.

26.5 Quiet Enjoyment. Landlord hereby covenants and agrees that, if Tenant shall perform all of the covenants and agreements herein required to be performed on the part of Tenant, Tenant, subject to the terms of this Lease, at all times during the continuance of this Lease, shall have the peaceable and quiet enjoyment and possession of the Premises.

26.6 Entire Agreement; Modifications. This Lease contains the entire agreement between the parties, and no agreement, representation or inducement shall be effective to change, modify or terminate this Lease in whole or in part unless same is in writing and is signed by the parties.

26.7 Brokers. Except for Tenant's Broker (who will be paid by Landlord pursuant to a separate written agreement), Tenant warrants that it has not engaged any other broker in connection with the negotiation or execution of this Lease and Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all costs, expenses and liabilities for commissions or other compensation or charges claimed by any broker or agent, acting with respect to this Lease who claims that Tenant engaged them for said purposes. Except for Landlord's Broker (who will be paid by Landlord pursuant to a separate written agreement), Landlord warrants that it has not engaged any broker in connection with the negotiation or execution of this Lease and Landlord agrees to indemnify, defend, and hold Tenant harmless from and against any and all costs, expenses and liabilities for commissions or other compensation or charges claimed by any other broker or agent, acting with respect to this Lease who claims that Landlord engaged them for said purposes. This Section 26.7 shall survive the expiration or any earlier termination of this Lease.

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26.8 Estoppel Certificates. At any time and from time to time, on or before the date specified in a request made by Landlord, which date shall not be earlier than ten (10) days from the making of such request, Tenant shall execute, acknowledge and deliver to Landlord a certificate evidencing whether:

26.8.1 This Lease is in full force and effect;

26.8.2 This Lease has been amended in any way;

26.8.3 There are any existing defaults on the part of either Landlord or Tenant hereunder, to the knowledge of Tenant, and specifying the nature of such default, if any; and

26.8.4 The date to which Base Rent, including Additional Rent, has been paid.

Each certificate delivered pursuant to this Section may be relied on by any prospective purchaser or transferee of the Building or of Landlord's interest hereunder, or by any existing or prospective mortgagee of the Building or of Landlord's interest hereunder, or by any existing or prospective assignee of any such mortgagee.

26.9 Binding Effect. The terms, provisions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, assigns, successors in interest and legal representatives, except as otherwise herein expressly provided; provided, however, that all claims, demands or causes of action which Tenant at any time hereafter may have against Landlord because of Landlord's failure to comply with any provisions hereof shall be enforceable solely against Landlord's right, title and interest in the Building, and no other property of Landlord shall be subject to any such claim, demand or cause of action.

26.10 Time Of Essence. Except as provided herein to the contrary, time is of the essence with respect to each and every provision in this Lease.

26.11 Governing Law. The laws of the State in which the Building is located shall govern the interpretation, validity, performance, and enforcement of this Lease.

26.12 Surrender Of Premises. On or before the last day of the Lease Term hereof, or on the sooner termination hereof, peaceably and quietly, Tenant shall leave, surrender and yield up unto Landlord the Premises, together with all alterations, additions, replacements, improvements, fixtures and equipment, including air conditioning equipment, but excluding trade fixtures and other personal property of Tenant, any lessee, sublessee, licensee or concessionaire of Tenant, or any other occupant of the Premises. Such alterations, additions, replacements, improvements, fixtures and equipment shall be in good order and repair, ordinary wear and tear, obsolescence, damage by fire or other casualty, acts of God, condemnation, civil riot and commotion excepted. Except as otherwise expressly provided in this Lease, all such trade fixtures and other personal property shall be removed by Tenant on or before the last day of the Lease Term hereof, and all such property not so removed shall be deemed abandoned by Tenant and conveyed to Landlord, unless Landlord shall give Notice to Tenant to remove all or any part thereof, in which event Tenant, promptly and at its expense, shall remove same, or Landlord may do so at Tenant's expense.

26.13 Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall be unaffected thereby, and each term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by applicable law.

26.14 Landlord/Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or

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joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

26.15 Confidentiality. Landlord and Tenant hereby agree that they will keep the terms and provisions of this Lease confidential and will not disclose the same to any party except as reasonably necessary in the ordinary course of their respective businesses. Neither Landlord, nor Tenant, shall attempt to record this Lease in any public real estate records.

26.16 Late Payments. If any payment owed by Tenant to Landlord under this Lease is not received by Landlord within five (5) days after the due date thereof, without in any way implying Landlord's consent to such late payment, Tenant agrees to pay, in addition to all other payments due under this Lease, a late payment charge equal to [redacted] of the amount of the payment that is past due. Tenant acknowledges that said late payment charge shall constitute liquidated damages for the purpose of reimbursing Landlord for the additional administrative costs and expenses that Landlord presently expects to incur in connection with the special handling and processing of late payments. Landlord and Tenant expressly covenant and agree that, in the event of any such late payment by Tenant, the damages resulting therefrom to Landlord will be difficult, if not impossible, to determine, and the late payment charge constitutes a reasonable and good faith estimate by the parties of the extent of such damages, and shall not be deemed to be a penalty or to constitute interest. All sums owed by Tenant to Landlord pursuant to this Lease shall constitute rent. All rent due hereunder shall bear interest from the due date until paid in full at a rate equal to eighteen (18%) percent per annum of the amount past due. No payment by Tenant or receipt by Landlord of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or to pursue any other remedy.

26.17 Force Majeure. When a period of time is herein prescribed for any action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, laws, regulations or restrictions or any other causes of any kind whatsoever that are beyond the control of Landlord.

26.18 Joint And Several Liability. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there are any Guarantors of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such Guarantors, and Landlord need not first proceed against Tenant before proceeding against any such Guarantors, nor shall any such Guarantors be released from such Guarantors' Guaranty for any reason whatsoever, including, but not limited to, any amendments hereto, waivers hereof or failure to give such Guarantors any Notices hereunder.

26.19 Exhibits. All exhibits, attachments, riders and addenda referred to in this Lease are incorporated into this Lease and made a part hereof for all intents and purposes.

26.20 Authority. If Tenant is other than a natural person, Tenant shall deliver to Landlord such legal documentation as Landlord may request to evidence the authority of those signing this Lease to bind the Tenant. Tenant hereby represents and warrants to Landlord that: (a) Tenant has the right, power and authority to execute and deliver this Lease and to perform the provisions hereof, and is, to the extent required, qualified to transact business and in good standing under the laws of the State in which the Building is located; and (b) the execution of this Lease by Tenant, or by the persons or other entities executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligations under the Lease in

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accordance with the provisions hereof, have been, to the extent required, duly authorized by all necessary action of Tenant, all in accordance with all of Tenant's organizational documents.

26.21 Usufruct. Landlord and Tenant hereby agree that a usufructuary interest shall be created by virtue of this agreement and that no estate in land capable of being transferred by Tenant has been granted to Tenant under this Lease.

26.22 Independent Covenants. Each covenant of Landlord and Tenant under this Lease is independent of each other covenant under this Lease, and no default by either party in performance of any covenant shall excuse the other party from the performance of any other covenant.

26.23 Right of First Refusal. It Landlord elects to accept an offer for the sale of the entirety of the Premises (an "Acceptable Offer"), then Tenant shall have the first right of refusal to purchase the Premises (the "ROFR") provided that (1) Tenant must sign a contract that matches the Acceptable Offer within five (5) business days of Landlord providing a written copy of the Acceptable Offer to Tenant, and (2) Tenant must demonstrate the ability to fund the money and close within the same time periods set forth in the Acceptable Offer.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed, under seal, as of the day and year first above written.

dotloop signature verification:

LANDLORD:

2921 CHEROKEE STREET LLC, a Georgia limited liability company

By: Kennesaw Prosperity Project LLC, a Georgia limited liability company, as Managing Member

By: Dale Hughes dotloop verified 10/22/25 11:13 AM EDT

Title: Managing Member

2927 CHEROKEE STREET LLC, a Georgia limited liability company

By: Kennesaw Prosperity Project LLC, a Georgia limited liability company, as Managing Member

By: Dale Hughes dotloop verified 10/22/25 11:16 AM EDT NALM-N3N6-HHNR-ENRG

Title: Managing Member

TENANT:

SMASH HIT CATERING LLC, a Georgia Limited Liability Company.

By: Zac Patterson dotloop verified 10/22/25 12:00 PM EDT BQI4-UYAG-II9P-MQZL

Title: Executive Chef/Owner

dotloop signature verification:

EXHIBIT "A" to Lease

GUARANTY

This Guaranty is being executed and delivered by Zac Patterson, the "**Guarantor**" in connection with that certain Lease ("**Lease**") made and entered into effective as of September __, 2025, by and between 2921 Cherokee Street LLC, a Georgia limited liability company and 2927 Cherokee Street LLC, a Georgia limited liability company ("**Landlord**"), and SMASH HIT CATERING LLC, a Georgia Limited Liability Company, operating under the trade name of Smash Hit Burgers ("**Tenant**"). Terms not otherwise defined herein shall have the definitions set forth in the Lease.

WHERAS, in connection with and as an inducement to Landlord to enter into the Lease with Tenant, Guarantor is required to deliver this Guaranty;

WHEREAS, the Guarantor is the owner of Tenant;

WHEREAS, the Guarantor has agreed to execute and deliver this Guaranty to Landlord; and

WHEREAS, Guarantor affirms that this Guaranty is in the Guarantor's best interests and is being delivered voluntarily and knowingly.

NOW, THEREFORE, as an inducement to Landlord to execute the Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guarantor hereby guarantees to Landlord the full and punctual payment and performance of all obligations due Landlord under the Lease and all other amounts now or hereafter owed by Tenant to Landlord thereunder (the "**Obligations**"). The liability of Guarantor with respect to the Obligations shall be primary and Guarantor agrees that Guarantor may be joined in any action against Tenant in connection with the Obligations and that recovery may be had against Guarantor in such action or in any independent action against Guarantor without Landlord first pursuing or exhausting any remedy or claim against Tenant under the Lease.

2. This Guaranty is unconditional and represents a continuing payment and performance guaranty with regard to the Obligations and not of their collectability only and is in no way conditioned upon any requirement that Landlord first attempt to collect such amounts due from Tenant. Upon any default by Tenant in the payment or performance of the Obligations, the liabilities and obligations of Guarantor hereunder shall, at the option of the Landlord, become forthwith due and payable to such Landlord without presentment, demand, protest, or notice of any nature, all of which are expressly waived by Guarantor. Guarantor expressly waives notice of non-payment, non-performance, or non-observance by Landlord under this Guaranty, and further waives all other notices and all demands and suretyship defenses and all other defenses in the nature thereof. The obligations of Guarantor under this Guaranty shall in no way be affected or limited by reason of the granting by Landlord of any advances, extensions, settlements, compromises, favors, or indulgences to Tenant, or by Landlord's pursuit or failure to pursue against Tenant or any other party any remedy available to Landlord at law or in equity.

3. No failure by Landlord to assert any right, no matter how long such failure may continue, shall constitute a waiver of such right. Landlord shall not be deemed to have waived any of Landlord's rights unless such waiver is set forth in a written instrument signed by the Landlord, and then only to the extent specifically set forth therein. No provision of this Guaranty can be changed,

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waived, discharged, or terminated except by an instrument in writing signed by the Landlord and Guarantor expressly referring to the provision of this Guaranty to which such instrument relates.

4. Guarantor waives any right to require marshalling or exhaustion of any right or remedy against any person, collateral, or other property.

5. Guarantor shall be liable for and shall indemnify Landlord from all costs and expenses in connection with the enforcement of this Guaranty, including, without limitation, court costs and reasonable attorneys' fees, in addition to any other amounts that may be due under the terms of this Guaranty.

6. **Guarantor hereby waives any present or future right to a trial by jury in connection with any matter arising under or relating to the enforcement of Landlord's rights under this Guaranty**.

7. This Guaranty is intended to take effect as a sealed instrument to be governed by and construed in accordance with the laws of the State of Georgia, without application of principles of conflict of laws. The provisions of this Guaranty shall be binding upon Guarantor and its representatives, heirs and beneficiaries, and shall inure to the benefit of Landlord and its successors and assigns.

8. This Guaranty covers commissions payable by Landlord to the Brokers (if Tenant defaults), Base Rent, Additional Rent and the obligations of Tenant under this "triple net" Lease. If Tenant defaults, Guarantor shall pay to Landlord all commissions paid by Landlord to or payable by Landlord to Brokers. This Guaranty burns off at [redacted] of the total exposure of the Guarantor per year after the Rent Commencement Date so long as Tenant is not in default. Assuming no defaults, this Guaranty would expire in five (5) years after the Rent Commencement Date.

EXECUTED under seal this 22nd day of October, 2025.

By: Zac Patterson dotloop verified 10/22/25 12:00 PM EDT C4AB-1MX8-VRO6-I40L

Zac Patterson

By:_____

dotloop signature verification: http://TnJE-kF,O-hnk

EXHIBIT "B" to Lease

(Survey of Premises is Attached)

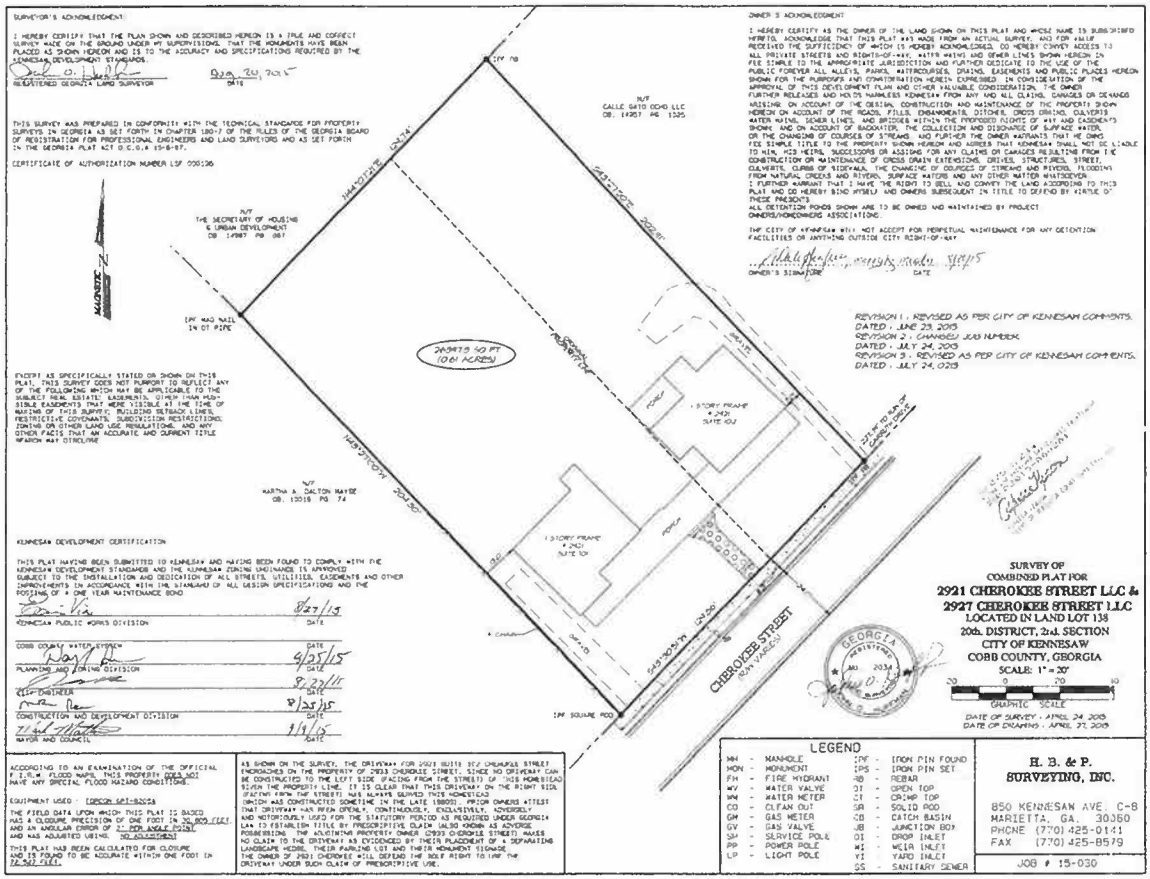

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Exhibit C to the Lease
(Permitted Use – Attach copy of Menu)

dotloop signature verification: dtlp.us/TnjE-KFvO-lXsk

Exhibit D to the Lease
(Landlord's Work)

- Landlord will confirm that all systems (HVAC, plumbing, electrical and toilets) are in working order upon turnover for Tenant's buildout work. Upon confirmation, Tenant shall be responsible thereafter under the terms of the Lease.

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov

Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT

Business Information

Name of Establishment: SMASH HIT BURGERS

Address of Establishment: Street Address 2921 CHEROKEE STREET, NW

Suite	City/State	Zip
	KENNESAW, GA	30144

Licensee's Name: CYNTHIA DANIEL

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

Period for which information is provided: MARCH 2025- MARCH 2026
If existing business, must be a 12 month period. If new business, must be 12 months estimate.

Gross Receipts from Food Sales this period: $[redacted] [redacted]

Gross Receipts from Alcoholic Beverage sales this period: [redacted] [redacted])

Total Food Sales and Alcoholic Beverage Sales this period: $[redacted] ([redacted]%)

Briefly describe the method by which receipts are divided daily into food sales and alcohol sales:
We use Toast as our POS system at the restaurant and it divides our food and alcohol sales for us. Report is attached.

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

CPA Name (Printed) _____ Name of CPA Firm _____ Phone Number of CPA _____

CPA Signature _____ Business Address of CPA _____

SWORN UNDER OATH THIS _____

DAY OF _____, 20_____.

Signature of Notary Public _____

BEER / WINE / COCKTAIL MENU

Weekly Specials

TUESDAY
THC TUESDAY
$2 Off THC

WEDNESDAY
WING WEDNESDAY
$1 WINGS
$1 OFF PINT MINIMUM
6 WING PURCHASE

THURSDAY
THIRSTY THURSDAY
$1 OFF MOCKTAILS AND BEERS

FRIDAY
SMASH & DRAFT FRIDAY
2 SINGLE HOUSE COMBO & DOMESTIC PITCHER $40

SATURDAY
DOMESTIC BUCKET SATURDAY
$15 BUCKETS

SUNDAY
$5 MIMOSAS

Mocktails

JALAPENO WATERMELON MARG
$8.00
watermelon, sour, middled jalapeno

PEACH BASIL
$8.00
peach, basil, ginger beer, lemon, and lemon zest

PINEAPPLE EXPRESS COCONUT COLADA
mango, cream of coconut, pineapple, charred pineapple

MOON BERRY ECLIPSE
butterfly pea tea, blackberry, soda, lemon, simple syrup, and blackberry

ADD THC
-2.5mg $2.50 - 5mg - $5,00

BOTTLE/CAN BEER

MICH ULTRA	3.50	TROPICALIA	7.00	DOS EQUIS AMBER	5.00
BUD LIGHT	3.50	CLASSIC CITY LIGHT LAGER	4.25	FOSTERS	8.00
COORS LIGHT	3.50	CORONA LIGHT	5.50	ABITA PURPLE HAZE	4.50
MILLER LITE	3.50	CORONA	5.50	ABITA AMBER LAGER	4.50
SUMMER SHANDY	4.25	RAPTUROUS SOUR	5.50	PACIFICO	4.50
404 LAGER	5.50	SAPOROUS	5.00	SWEETWATER	5.00
SLAP FIGHT	5.50	PBR	8.00	REFORMATION IPA	6.00
A COLD ONE	5.50	OLD MILWAUKEE	4.50	MODELO	5.00

DRAFT BEERS

A COLD ONE	6.00	MEXICAN LAGER	6.00	BRAVAZZI HARD ITALIAN SODA	6.50
FAT TIRE	6.00	BASE CAMP	6.50	CLASSIC CITY LIGHT LAGER	6.50
MILLER LITE	3.50	REFORMATION IPA	6.50	HEAVY SWING PEACH TEA	7.00
BUD LIGHT	3.50	HOPSECUTIONER	6.50	REECES HARD CIDER	6.50
MICH ULTRA	3.50	DOS XX LAGER	6.00	FIRE MAKER BLUEBERRY LEMONADE	6.00
BLUE MOON	6.50	OFF THE TRACKS	6.50	REFORMATION TANGERINE RADLER	6.50
PERNICIOUS	6.50	SWEETWATER 420	6.50		
GUINNESS	6.50	GASOLINE DREAMS	6.00		
TROPICALIA	6.50	SMASH FUEL	6.50		

WINES

WHITE	GLS	BTL
MONDAVI CHARDONNAY	7	25
BONANZA CHARDONNAY	10	40
ESTIVAL SAUVIGNON BLANC	8	32
MIRA BELLA PINOT GRIGIO	8	32
LA MESPIRRANEE ROSE	10	40
RENEGADE LEMONADE	10	40
ROCK NEST PROSECCO	10	40

RED	GLS	BTL
DAIRY MAN PINOT NOIR	15	60
BONANZA CHARDONNAY	7	25

RESERVE LIST	BTL
ROMBAURE	80
SALVESTRIN	80
SILVER OAK ALXANDER CAB	90
CAYMUS	125

THC DELTA 9 HEMP DERIVED DRINKS

- RHYTHM SATIVA 5MG 8
- RHYTHM KUSH 5MG 8
- SENORITA 12
- LOUIE LOUIE BLACKBERRY LEMON, GINGER CUCUMBER, SAT SUMMA 5MG 40
- CANN GINGER LEMONADE, LEMON LAVENDER, GRAPEFRUIT ROSEMARY 40

SMASH HIT
BURGERS, SHAKES & MORE

Eat Well, Live Loud, Be Amazing!

2921 CHEROKEE ST NW KENNESAW GA 30144
SMASHHITBURGERTRUCK.COM

Book Our Truck | Social Media

Smash Hit Burgers | Smash_Hit_Burgers

Starters

Double Fried Wings
Double Fried Chicken Wings with a Choice Of Sauce Or Dry Rub. Choice Of Dipping Sauce
Sauces
House Buffalo, Hot Lemon Pepper, Sticky General Tso's, Whiskey Glaze, GA Peach & Habanero, Cherry Moonshine BBQ, Garlic Parmesan
Dry Rubs Chili-Lime Tajin, Crack Wing
Dipping Sauces Housemade Ranch, Housemade Bleu Cheese
Ten pc 13.49 | **Twenty pc** 25.99 | **Thirty pc** 38.99
Fifty pc 63.99 | **One Hundred pc** 125.99

Brisket Deviled Eggs
Smoked Brisket, Pickled Red Onion, Candied Jalapenos, with Cherry Moonshine BBQ Sauce 11.99

Bacon Cheese Burger Sliders
Mini Bacon Cheese Burgers, House Burger Sauce 14.99

Buffalo Cauliflower
Oven roasted Cauliflower Tossed In Housemade Buffalo Sauce, Served with Housemade Ranch 8.99

Loaded Tots
Our Signature Tots Loaded with Pepper Jack Queso, Smoked Brisket, Candied Jalapenos, Pickled Red Onions, Cherry Moonshine BBQ Sauce, Horseradish Aioli, Bang Bang Sauce 8.99 (Serves 1-2) | 17.99 (Serves 2-4)

Brisket Chili Cheese Fries
Signature Double Coated Fries, Texas-Style Brisket Chili, Guinness Stout Beer Cheese, & Fried Jalapeno Garnish
8.49 (Serves 1-2) | 15.99 (Serves 2-4)

Lump Crab Queso Fries
Signature Double Coated Fries, Old Bay House Seasoning, Lump Crab White Cheddar Queso, Fresh Chives, Charred Lemon
9.99 (Serves 1-2) | 18.99 (Serves 2-4)

Garlic Parmesan Fries
Signature Double Coated Fries, Tossed with Garlic Butter & Grated Parmesan 9.99

Truffle Fries
Signature Double Coated Fries Tossed In a White Truffle Oil, Topped with Grated Parmesan & Steakhouse Aioli 11.99

Salads

Add: Grilled Or Fried Chicken Tenders 4.99, Salmon 9.49, Or Turkey Or Beef 3.49

Smash Hit Chopped Salad
Chopped Romaine & Iceberg Blend, Cherry Tomatoes, Cucumber, Red Onion, Sharp Cheddar, Crispy Bacon Bits, Tossed in House Ranch
Half 5.99 | Full 10.99

Simple Caesar Salad
Chopped Romaine Lettuce, Texas Toast Croutons, Fresh Grated Romano, Crushed Black Peppercorns
Half 4.99 | Full 8.99

Charred Street Corn Salad
Chopped Romaine Lettuce, Baby Spinach, Charred Corn, Black Beans, Cherry Tomatoes, Red Onion, Cotija Cheese, Tortilla Strips, with A Creamy Lime-Jalapeño Ranch 12.99

Street Eats

Korean BBQ Philly
Shaved Ribeye , Grilled Vidalia Onions, Sweet Peppers, Baby Bella Mushrooms, Melted Pepper Jack Cheese Tossed In A Korean BBQ Sauce with a Kimchi & Sesame Garnis 14.99

House Philly
Shaved Ribeye, Grilled Vidalia Onions, Sweet Peppers, Baby Bella Mushrooms, Topped with a Melted White American & Steakhouse Aioli 13.49

Hot Cheeto Fried Chicken Sandwich
Hot Cheeto & Panko Crusted Chicken Breast Tossed In a Housemade Buffalo Sauce with Shredded Lettuce, Pickles, & Housemade Ranch Dressing 10.49

Lobster Mac & Cheese
Butter poached lobster, Old Bay Mornay Sauce, Aged Cheddar & Gruyere Cheese Blend, Charred Lemon & Chive Garnish 25.99

Argentina Style Sausage Hoagie
Locally Made Gouda Stuffed Argentinian Style Sausage Topped With Your Choice Of: Sweet Peppers & Vidalia Onions, Brisket Chili & Beer Cheese, IPA Kraut & Horseradish Mustard 8.99 Naked | 11.99 W/H Toppings

Atlantic Salmon BLT
Blackened Atlantic Salmon, Chili Dusted Bacon, Baby Arugula, Tomato, Lemon-Caper Remoulade, Served On a Toasted Brioche Bun 15.99

Catch Of The Day
Ask Your Server For This Week's catch.

CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS. ITEMS MAY CONTAIN MILK, EGGS, FISH, SHELLFISH, TREE NUTS, PEANUTS, WHEAT, SOYBEANS, AND SESAME.

Burgers

All Smash Patties Are Hand Formed In House
Substitutions: Turkey (no charge)
Grilled or Fried Chicken, Vegan Burger 1.00

House Smash Burger
Tillamook Cheddar Cheese, Shredded Iceberg Lettuce, Dill Pickles, Caramelized Onions, with Our Signature Burger Sauce. Served On a Toasted Brioche Bun
Single 8.99 | Double 11.99

Pimento Smash Burger
Wicked Relish Pimento, Sweet Pepper & Bacon Jam, Sweet Heat Pickles, Shredded Iceberg, Served On a Toasted Brioche Bun
Single 13.49 | Double 16.99

Cowboy Smash Burger*
Smoked Brisket, Caramelized Vidalia Onions, Candied Jalapeños, Pickled Red Onions, Pepper Jack Cheese, Over Medium Egg, Cherry Moonshine BBQ Sauce, Served On a Toasted Brioche Bun
Single 16.99 | Double 20.99

Turkey BLT
Dark Meat Turkey Smash Patty, Chili Dusted Bacon, Creamy Brie Cheese, Cranberry Chutney, Shredded Iceberg, Sliced Tomato, Served On a Toasted Cracked Wheat Bun Single 11.99 | Double 15.99

Brisket Chili & Beer Cheese Smash Burger
Texas Style Brisket Chili, Guinness Stout Beer Cheese, Fried Jalapeno Straws, Served On a Toasted Vidalia Onion Bun
Single 14.49 | Double 17.99
Add A Slice Of Plate Cleaner Texas Toast for .99

Plain John
Meat And Cheese Only
Single 6.99 | Double 8.99

Reuben Smash Burger
Double Smash Patty With Sliced Peppercorn Pastrami, IPA Beer Kraut, Fried Dill Pickles, Melted Swiss Cheese, with Texas Pete Remoulade, Served On Toasted Marble Rye 17.99

Cuban Smash Burger
Double Smash Patty with Pulled Pork, Grilled Boar's Head Ham, Melted Swiss Cheese, Thin Sliced Dill Pickles, Golden Mustard BBQ Sauce, Served On Toasted Cuban Bread 16.99

The Phillies Suck Smash Burger
Shaved Ribeye, Grilled Vidalia Onions, Sweet Peppers, Baby Bella Mushrooms, White Cheddar Queso, with Horseradish Aioli
Single 15.49 | Double 19.49

Psychedelic Smash
Soy Marinated Baby Bella Mushrooms, Melted Swiss, Signature Burger Sauce On a Toasted Brioche Roll
Single 10.49 | Double 13.49

Tree Hugger Smash Burger
Beyond Smash Patty, Melted Vegan Cheese, Baby Arugula, Sliced Tomato, Smashed Avocado, Roasted Garlic Vegan Mayo Served On a Cracked Wheat Bun 13.99 | Add bacon 2.49

The Oscar de la Hoya Smash Burger
Corn Dusted Soft Shell Crab, Grilled Asparagus, White Truffle Bearnaise, Baby Arugula, Served On a Toasted Brioche Bun Single 23.99 | Double 29.99

Kids Menu

Served with Fries, Tots, Chips, or Sweet Fries

Chicken Tenders 7.99
Cheeseburger Sliders 7.99
All Beef Hot Dog 5.99
Kids Wings 7.99

Sides

Fries 3.49
Add Garlic Parm 1.49
Or Truffle 2.49

Tater Tots 3.50

Hot Cheetos Street Corn 6.99

Smoked Havarti Mac & Cheese 4.49

Bacon & Balsamic Brussels 4.49

Sweet Potato Waffle Fries 3.49

Bowtie Pasta Salad 4.49

Ruffles Potato Chips 1.99

Bottled Drinks

Coke, Sprite, Fanta 3.49
North Georgia Rain Water 2.49
San Pellegrino 4.49

Fountain Drinks

Coke, Sprite, Fruit Punch, Diet Coke, Coke Zero, Barq's Root Beer, Dr. Pepper, Blue Powerade 1.99
Sweet Tea, Unsweet Tea 1.99

*CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS. EGGS COOKED TO ORDER.

Item Report

TO: The Honorable Mayor and City Council

FROM: Bill Westenberger, Chief of Police

DATE: August 10, 2026

TITLE: **Crime Stats: July 2026**
Consideration for the acceptance of the July 2026 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. M&C Report July 2026 PPT

July 2026 Crime Statistics

Group A Crimes	Jul 2026	Jul 2025	YTD 2026	YTD 2025
AGGRAVATED ASSAULT	4 (-1)	5	31 (+4)	27
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+0)	1
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	1 (-2)	3	16 (-3)	19
DRUG/ NARCOTICS OFFENSES	27 (-8)	35	257 (+56)	201
EMBEZZLEMENT	0 (+0)	0	1 (-1)	2
EXTORTION	3 (+2)	1	8 (-1)	9
FORGERY	4 (+4)	0	13 (+3)	10
FRAUD OFFENSES	12 (-1)	13	119 (+18)	101
HOMICIDE OFFENSES	0 (+0)	0	0 (+0)	0
INTIMIDATION	12 (+4)	8	64 (-14)	78
KIDNAPPING	2 (-1)	3	7 (-2)	9
LARCENY/ THEFT OFFENSES	10 (+3)	7	76 (-18)	94
MOTOR VEHICLE THEFT	2 (+0)	2	13 (-6)	19
PORNOGRAPHY OBSCENE MATERIAL	3 (+3)	0	13 (+12)	1
ROBBERY	0 (-1)	1	2 (-2)	4
SEX OFFENSES	4 (+1)	3	20 (+2)	18
SIMPLE ASSAULT	25 (+10)	15	111 (+17)	94
STOLEN PROPERTY OFFENSES	0 (-3)	3	9 (-1)	10
VANDALISM	3 (-3)	6	31 (-8)	39
WEAPONS LAW VIOLATIONS	4 (-4)	8	28 (-4)	32
Totals	**116**	**113**	**820**	**768**

	Jul 2026	Jul 2025	YTD 2026	YTD 2025
Dispatched Calls for Service	876 (+103)	773	5,421 (+164)	5,257
Self-Initiated Activity	1,332 (-407)	1,739	10,338 (+777)	9,561
Traffic Citations	624 (-132)	756	4,905 (+771)	4,134
Traffic Warnings*	475 (-516)	991	4,252 (-1,044)	5,296
Arrests**	96 (+19)	77	589 (+32)	557

	Jul 2026	Jul 2025	YTD 2026	YTD 2025
Auto Accidents	118 (+10)	108	736 (+21)	715
Accident w/ Injury	3 (-7)	10	49 (-20)	69
Hit and Run	12 (+3)	9	80 (-5)	85
Hit and Run w/ Injury	0 (+0)	0	2 (+0)	2
Person Hit by Auto w/ Injury	2 (+2)	0	7 (+4)	3

* Warnings do not include verbal warnings

** Arrests do not include juvenuile arrests

Item Report

TO: The Honorable Mayor and City Council

FROM: Nicholas Simpson, Deputy City Clerk

DATE: August 10, 2026

TITLE: **Surplus: Besser Industrial Tools "The Green Machine"**
Approval to surplus "The Green Machine," a nitrogen machine used for filling vehicle tires. The devices is no longer operational. Staff will attempt to auction the machine on GovDeals.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. Public Safety - Surplus Nitrogen Machine - GovDeals

Kennesaw Police Department
2539 J.O. Stephenson Avenue
Kennesaw GA, 30144

To: Chief Westenberger

Via: Captain Shumpert

From: Lieutenant Irwin

Date: 7/31/2026

Re: Item for Consent to list on GovDeals

The city has nitrogen machine used for filling vehicle tires purchased with seizure funds several years ago. This device is no longer in operating condition, and I am requesting approval to send it to consent to list for sale on Govdeals.

Item:

Besser Industrial Tools “The Green Machine”

Model: NCS-8

S/N: 1873320120607

Approved:

Sergeant

Lieutenant

Captain

Chief of Police

Disapproved:

Sergeant

Lieutenant

Captain

Chief of Police

Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: August 10, 2026

TITLE: **Resolution: Additional Construction Administration Services for Public Safety Facility**
Consideration for approval of a Resolution accepting a proposal from Patterson & Dewar Engineers, Inc. for additional construction administration services for the new Public Safety Facility.

Summary:
Patterson & Dewar Engineers, Inc. (P&D) has submitted a proposal for additional construction administration services associated with the City of Kennesaw Public Safety Facility project. The original construction administration budget was developed based on the contractor's anticipated fifteen (15) month construction schedule. Since that time, the project duration has been extended through approved schedule adjustments, requiring the architectural team to provide construction administration services beyond those contemplated in the original proposal. As a result, the architectural subconsultant, Croft & Associates, has requested additional compensation to continue providing construction administration services through the revised project completion date. This proposal is intended to cover those additional services and maintain continuity of architectural support through project closeout.

The scope of work allows Croft and Associates to continue to provide construction administration services associated with the completion of the Public Safety Facility through a revised construction completion date. This will include the review of submittals, response to RFI’s, attending OAC meetings, punch lists, and closeout of the project.

Recommendation:
The Building and Facility Director recommends approval of the resolution

Fiscal Impact:
$43,400 will be paid for through 2022 SPLOST Public Safety Facility

Attachments:

1. RES P&D - Croft Additional Services
2. Exhibit A: Public Safety CA Proposal-Change Order-R1

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-__

RESOLUTION TO ACCEPT PROPOSAL FROM PATTERSON AND DEWAR ENGINEERS FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES FOR THE NEW PUBLIC SAFETY FACILITY

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

WHEREAS, the original construction administration budget for the City of Kennesaw Public Safety Facility project was developed based on the contractor's anticipated fifteen (15) month construction schedule; and

WHEREAS, the project duration has been extended through approved schedule adjustments, requiring the architectural team to provide construction administration services beyond those contemplated in the original proposal; and

WHEREAS, Patterson & Dewar Engineers, Inc.'s (P&D) architectural subconsultant, Croft & Associates, Inc. has requested additional compensation to continue providing construction administration services through the revised project completion date; and

WHEREAS, P&D has provided a proposal intended to cover those additional services and maintain continuity of architectural support through completion of the Public Safety Facility through revised construction completion date which will include the review of submittals, response to RFI's, attending OAC meetings, punch lists, and closeout of the project; and

WHEREAS, Patterson and Dewar pricing is based off the current proposal of $43,400 and will be paid from 2022 SPLOST Public Safety account.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the mayor to accept the proposal from Patterson and Dewar for the additional construction administration, to be performed by subconsultant Croft & Associates, Inc., for the Public Safety Facility as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this 17th day of August, 2026.

ATTEST: CITY OF KENNESAW

_____ _____

Nicholas Simpson, Deputy City Clerk Derek Easterling, Mayor

Proposal for Professional Services

Public Safety Facility

Construction Administration – Additional Services

August 05, 2026

Presented to:

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

Mr. Robbie Balenger, Building & Facilities Director
rbalenger@kennesaw-ga.gov

patterson & dewar ENGINEERS

850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

Dear Mr. Balenger,

Patterson & Dewar Engineers, Inc. (P&D) is pleased to submit this proposal for additional construction administration services associated with the City of Kennesaw Public Safety Facility project. The original construction administration budget was developed based on the contractor's anticipated fifteen (15) month construction schedule. Since that time, the project duration has been extended through approved schedule adjustments, requiring the architectural team to provide construction administration services beyond those contemplated in the original proposal. As a result, our architectural subconsultant has requested additional compensation to continue providing construction administration services through the revised project completion date. This proposal is intended to cover those additional services and maintain continuity of architectural support through project closeout.

Scope of Services

Construction Administration – Additional Services

P&D's architectural subconsultant, Croft & Associates, Inc., will continue to provide construction administration services associated with completion of the Public Safety Facility project through the revised construction completion date. Services shall include:

- Continued participation in Owner/Architect/Contractor (OAC) meetings.
- Review of contractor submittals and shop drawings.
- Responses to contractor Requests for Information (RFIs).
- Coordination with the Contractor and Owner regarding construction progress and field conditions.
- Additional site observations as necessary during the extended construction period.
- Continued punch list and project closeout support through final completion.

Assumptions

This proposal is based on the currently anticipated project completion date of September 1, 2026. The requested fee is based on the additional construction administration effort identified by Croft & Associates, Inc. resulting from the extended construction schedule. No additional engineering or architectural design services are included as part of this proposal. Any further extensions to the construction schedule beyond the currently anticipated completion date may require additional compensation. All other terms, conditions, assumptions, and exclusions contained in the original construction administration proposal remain in effect unless specifically modified herein.

Fee & Invoicing

This budget is inclusive of all labor, materials, and expenses required to complete the services listed in this proposal. Invoicing will be progressive and will be submitted monthly for work completed to date less previous payments.

P&D Budget: $0
Croft & Associates Budget: $43,400
TOTAL Project Budget: $43,400

Additional Services

Additional services not described in this proposal can be performed either by a separate proposal or on an hourly basis, with compensation as per our approved Fee Schedule.

Conclusion

This proposal incorporates, as if fully set forth herein, the terms and conditions of the Professional Services Agreement for Engineering Services dated January 21, 2025, between Patterson & Dewar Engineers, Inc. and the City of Kennesaw. If this proposal is acceptable to you, please sign below indicating your approval and return one (1) signed copy for our files. This letter of agreement will serve as Patterson & Dewar's Notice to Proceed.

We appreciate the opportunity to submit this proposal. Should you have any questions or comments please do not hesitate to contact us.

Respectfully,

Zachary V. Buffington, PLS, EIT
Program Manager
Patterson & Dewar Engineers, Inc.

APPROVED – City of Kennesaw

Signature:_____ Name (Printed):_____

Title:_____ Date:_____

Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: August 10, 2026

TITLE: **Road Closure: 2026 Holly Days**
Consideration to approve road closures on December 5, 2026, and December 13, 2026, for the Holiday Parade, Concert, and Drone Show.

Summary: The following road closures support the Holly Days 2026 on Saturday, December 5 and Sunday, December 13.

Holly Days Parade Details
The Holiday Parade will take place on Saturday, December 5, 2026, at 6:00 p.m. Requested road closures include:

- Park Drive from 2:00 p.m.- 8:00 p.m. for the parade lineup.
- Main Street from Park Drive to Watts Drive, all of Watts Drive, all of Park Drive, all of Dallas Street, all of JO Stephenson Avenue, and all of Lewis Street from 5:30 p.m. – 7:30 p.m. for the parade route.

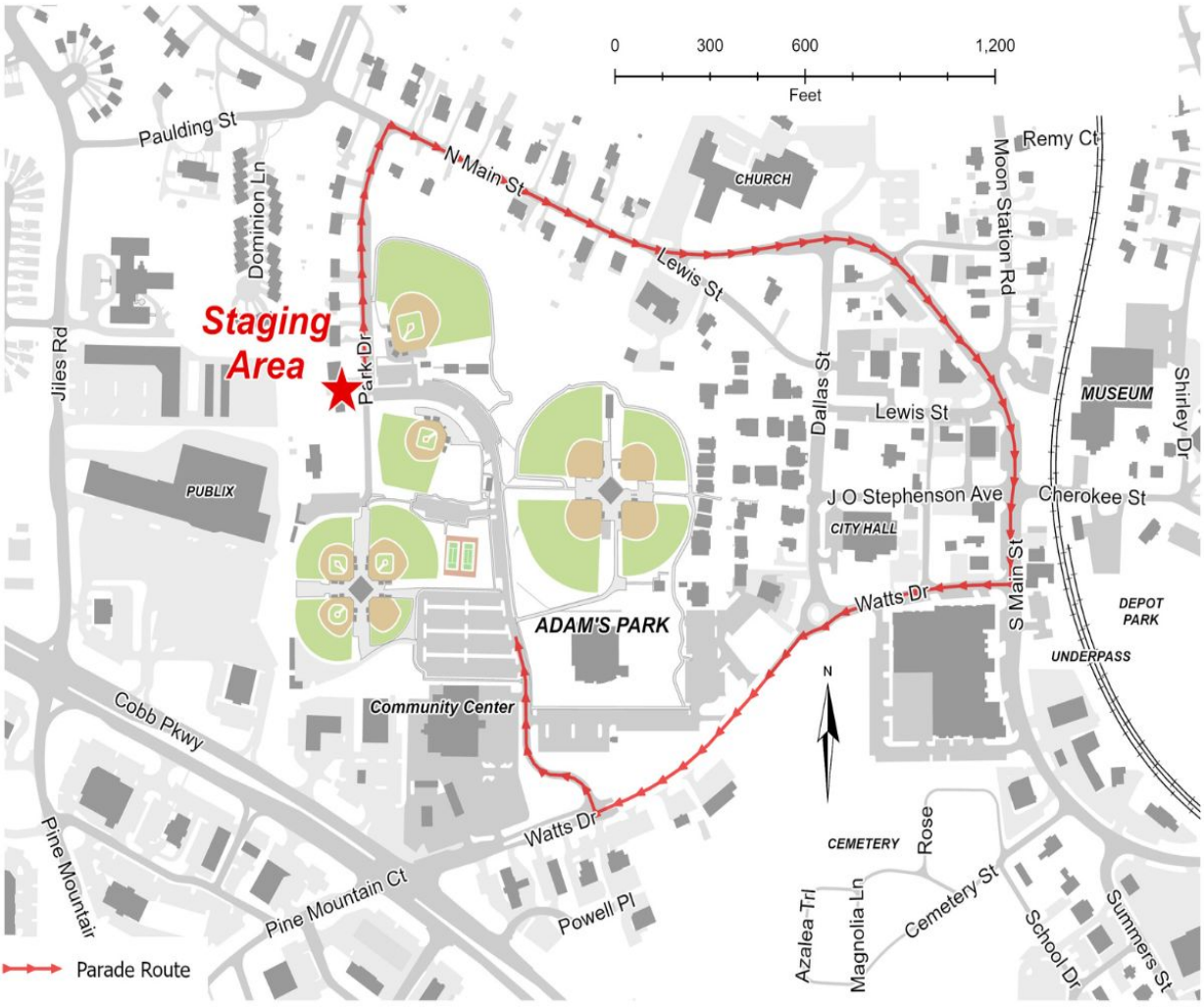
Drone Show and Concert Details
The Sunday Christmas Concert will take place on Sunday, December 13, 2026, at 6:00 p.m., and the Drone Show will begin at 7:30 p.m. Requested road closures include:

- All of Cherokee Street from 3:00 p.m. to 9:00 p.m.

Recommendation:
The Parks and Recreation Director recommends approval of road closures for the Holiday Parade, Concert, and Drone Show.

Fiscal Impact:

Attachments:
1. Parade Route


0
300
600
1,200
Feet
Paulding St
N Main St
Lewis St
Remy Ct
Moon Station Rd
CHURCH
Dominion Ln
Staging Area
Park Dr
Jiles Rd
Dallas St
Lewis St
MUSEUM
Shirley Dr
PUBLIX
J O Stephenson Ave
Cherokee St
CITY HALL
S Main St
Watts Dr
DEPOT PARK
UNDERPASS
ADAM'S PARK
Community Center
Cobb Pkwy
N
CEMETERY
Rose
Watts Dr
Pine Mountain
Pine Mountain Ct
Powell Pl
Azalea Trl
Magnolia Ln
Cemetery St
School Dr
Summers St
Parade Route

Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: August 10, 2026

TITLE: **Final Plat Application: 2926 Lewis Street & 0 North Main Street**
Approval of the final plat application submitted by Vazco Properties, LLC for 2926 Lewis Street & 0 North Main Street (Parcel # 20013900250 & 20013900240); this plat will consolidate two (2) lots into one tract consisting of 1.346 +/- acres. Case# PC2026-02

Summary:
The application was submitted by Vasco Properties, LLC with a request to combine 0.665 +/- acres of land located at 2629 Lewis St and 0.681 +/- acres of land located at 0 N Main Street into one tract totaling 1.346 +/- acres. The Plan Review Committee has reviewed the plat and deemed the plat is in compliance and recommends approval.

Recommendation:
Planning and Zoning recommends approval.

Fiscal Impact:

Attachments:
1. PC2026-02_2926 Lewis Street & 0 N Main Street_Application Packet
2. PC2026-02_2926 Lewis Street & 0 N Main Street_Plat
3. PC2026-02_2926 Lewis Street & 0 N Main Street_PRC Letter

Date Received 3/11/26
Staff's Initials RG

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

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

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

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

Date of Consultation _____ **Staff Initials** _____

DEVELOPMENT NAME N/A **Number of Units**

PURPOSE OF DEVELOPMENT Development of a wedding barn.

WHAT IS THE REVISION BEING MADE Combine two parcels into one (1) tract.

ADDRESS OF PROPERTY 2926 Lewis St. / N Main St.

Parcel ID #20013900250 #20013900240 Lot Size .665 .68 Present Zoning Commercial

Current Use CBD Proposed Use CBD

APPLICANT Vazco Properties LLC.

Applicant address 1385 English st. NW Bldg C.

(Phone #) [redacted] Email Address [redacted]

✗ Applicant Signature _____

✗ Signed, sealed and delivered in presence of: Mark A. Keeler 03/11/26
Notary Date

REPRESENTATIVE _____ (Phone #) _____ Email Address _____

Representative Signature _____

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

TITLEHOLDER Vazco Properties LLC (Phone #) [redacted]

✗ Titleholder Signature _____ Address 1385 English St. NW Bldg C. Atlanta GA

✗ Signed, sealed and delivered in presence of: Mark A. Keeler, Notary Public Date 03/11/26

MARK A KEELER NOTARY PUBLIC FULTON COUNTY GA EXPIRES GEORGIA August 10, 2029

NOTARY PUBLIC FULTON COUNTY, GEORGIA

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000, THE CITY OF KENNESAW DOES NOT DISCRIMINATE ON THE BASIS OF RELIGION IN THE APPLICATION OF ITS LAWS, POLICIES, OR PROCEDURES, INCLUDING THE APPLICATION OF ITS LAND USE REGULATIONS AND ZONING LAWS.

Under the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"), no government, including the City of Kennesaw, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution. RLUIPA also provides that no government, including the City of Kennesaw, may apply a land use regulation in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious institution or assembly (a day care center or movie theater, for example). Finally, RLUIPA provides that no government, including the City of Kennesaw, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

If you believe that the City of Kennesaw, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, please contact the United States Department of Justice at:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530

CAMPAIGN DISCLOSURE REPORT[1] BY APPLICANT[2]

A separate form must be completed by each applicant

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

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

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

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

N/A

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

N/A

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

I certify that the foregoing information is true and correct, this 24 day of MARCH, 2026

Applicants Signature

SANDRA FLOYD NOTARY PUBLIC GWINNETT COUNTY GEORGIA MY COMMISSION EXPIRES JUNE 17, 2028

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

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

Deed Book 16234 Page 5072
Filed and Recorded 09/27/24 5:03:00 PM
2024-0078285
Real Estate Transfer Tax $450.00
Connie Taylor
Clerk of Superior Court
Cobb County, GA
Participant IDs: 2289565415
0848497841

Campbell & Brannon
3405 Dallas Highway, Bldg 800
Suite 810
Marietta, GA 30064
File No.: CM240519V

STATE OF GEORGIA
COUNTY OF COBB
PARCEL ID NUMBER: 20-0139-0-025-0

EXECUTOR'S DEED

THIS INDENTURE, made this 26th day of September, 2024, between

Linda West Olschewske, as Executor of
The Estate of Vivian Allene West

as party or parties of the first part, hereinafter called Grantor, and

Vazco Properties 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 DOLLARS and other good and valuable consideration ($10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

See Exhibit A attached hereto and made a part hereof.

*Pursuant to that power of sale granted under the Last Will and Testament of the deceased and the Letters Testamentary attached hereto as Exhibits "B" and "C".

Subject to all easements, rights of way, and restrictive covenants 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, in as full and ample a manner as the same was held, possessed and enjoyed or might have been held, possessed and enjoyed by the said deceased.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Unofficial Witness

Notary Public
My Commission Expires: _____
(Notary seal)

The Estate of Vivian Allene West

BY: _____
Linda West Olschewske
Executor

EXHIBIT A

All that tract or parcel of land lying and being in the town of Kennesaw, Georgia, in Land Lot 139 of the 20th District, 2nd Section Cobb County, Georgia, and being part of Lot 61, according to a survey of said town by John Rowland, and being more particularly described as follows:

Beginning at the northwest corner of the intersection of Acworth Street, also known as Louis Street and Kendrick Street, also known as Dallas Street, and running thence North along Kendrick (or Dallas) Street a distance of 200 feet , more or less, to a point and corner; thence West a distance of 153 feet, more or less, to a stake and corner; thence south 111 1/2 feet, more or less, to a stake on Acworth (or Louis) Street; thence east along Acworth (or Louis) Street a distance of 240 feet, more or less, to the POINT OF BEGINNING, being designated as 2624 Lewis Street (formerly known as 204 Louis Street), according to the present system of numbering in the Town of Kennesaw.

2026004926 Deed Book 16336 Page 3867
Filed and Recorded: 1/21/2026 9:37:00 AM
Real Estate Transer Tax: $230.00
Connie Taylor
Clerk of Superior Court
Cobb County, Georgia

Prepared By:
Weissman PC
3500 Lenox Road, 4th Floor
Atlanta, GA 30326

File No.: W-00007-26-CM

Parcel ID: 20013900240

Unofficial Copy

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made this 16th day of January, 2026, between **True North Holdings, LLC, a Georgia limited liability company**, as party or parties of the first part, hereinunder called Grantor, and **Vazco Properties, LLC** as party or parties of the second part, hereinunder 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 DOLLARS AND NO/100 ($10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

See Exhibit "A" attached hereto.

The Property is conveyed subject to the list of permitted title exceptions set forth on Exhibit "B" attached hereto and made a part hereof by reference ("Permitted Title Exceptions").

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, only to the 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 claiming by, through and the above named grantor.

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

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

CAROLINE STERLING
Notary Public, Georgia
Fulton County
My Commission Expires
December 29, 2028

True North Holdings, LLC

BY:
Marc Davis
Authorized Signer

Unofficial Copy

EXHIBIT "A"

All that tract or parcel of land lying in Land Lot 139, 20th District, 2nd Section, Cobb County, City of Kennesaw, Georgia and being more particularly described as follows:

COMMENCING AT A POINT, said point being the intersection of the Northeasterly margin of the right-of-way of Lewis Street (50 foot right-of-way) with the Southwesterly margin of the right-of-way of Main Street (variable width right-of-way); Thence running along the Southwesterly margin of the right-of-way of Main Street along a curve to the left an arc distance of 58.81 feet (said arc being subtended by a chord with a bearing of South 82 degrees 04 minutes 03 seconds East, a chord distance of 58.80 feet and having a radius distance of 697.17 feet) to a point and the TRUE POINT OF BEGINNING; Thence continuing along the Southwesterly margin of the right-of-way of Main Street and the Westerly margin of the right-of-way of Dallas Street the following courses and distances: Running along a curve to the left an arc distance of 35.55 feet (said arc being subtended by a chord with a bearing of North 88 degrees 03 minutes 18 seconds East, a chord distance of 35.54 feet and having a radius distance of 697.17 feet) to a point; Thence North 84 degrees 23 minutes 37 seconds East, a distance of 83.40 feet to a concrete monument found; Thence North 84 degrees 23 minutes 37 seconds East, a distance of 90.85 feet to a point; Thence South 83 degrees 21 minutes 36 seconds East, a distance of 38.68 feet to a point; Thence North 84 degrees 13 minutes 57 seconds East, a distance of 76.09 feet to a point; Thence running. along a curve to the right an arc distance of 11.48 feet (said arc being subtended by a chord with a bearing of South 82 degrees 04 minutes 25 seconds East, a chord distance of 11.38 feet and having a radius distance of 25.00 feet) to a point; Thence South 46 degrees 22 minutes 21 seconds East, a distance of 19.60 feet to a point; Thence running along a curve to the right an arc distance of 11.41 feet (said arc being subtended by a chord with a bearing of South 10 degrees 08 minutes 17 seconds East, a chord distance of 11.38 feet and having a radius distance of 25.00 feet) to a point; Thence South 03 degrees 01 minutes 21 seconds West, a distance of 62.16 feet to a point; Thence South 01 degrees 35 minutes 31 seconds East, a distance of 39.23 feet to a one half inch reinforcing rod set; Thence leaving the Westerly margin of the right-of-way of Dallas Street and running North 63 degrees 31 minutes 11 seconds West, a distance of 77.65 feet to a one inch open top pipe found; Thence South 28 degrees 10 minutes 39 seconds West, a distance of 114.71 feet to a point on the Northeasterly margin of the right-of-way of Lewis Street (said point lying 0.46 feet Northeasterly from a three quarter inch open top pipe found); Thence running along the Northeasterly margin of the. right-of-way of Lewis Street along a curve to the left an arc distance of 167.33 feet (said arc being .subtended by a chord with a bearing of North 54 degrees 50 minutes 10 seconds West, a chord distance of 167.22 feet and having a radius distance of 1360.53 feet) to a point; Thence North 00 degrees 29 minutes 03 seconds West, a distance of 32.58 feet to a point on the Southwesterly margin of the right-of-way of Main Street and the TRUE POINT OF BEGINNING.

Unofficial Copy

SCHEDULE B

Permitted Exceptions

1. All taxes for the year 2026 and subsequent years, not yet due and payable.

2. Right of Way Deed from Marietta Neurological Pension Plan to the City of Kennesaw, dated March 22, 2000, filed May 26, 2000, recorded in Deed Book 13265, Page 2240, aforesaid records, and any easements established by or arising by virtue of said deed.

3. Easement from Marietta Neurological Pension Plan to Georgia Power Company, dated March 22, 2000, filed January 3, 2001, recorded in Deed Book 13319, Page 4959, aforesaid records.

4. Distribution Line Easement from Marietta Neurological Pension Plan to Georgia Power Company, dated March 22, 2001, filed May 4, 2001, recorded in Deed Book 13359, Page 5978, aforesaid records.

5. Terms, covenants, conditions, and other matters contained in Boundary Line Agreement between Joseph T. Hormes, Nithi S. Amand and Thomas C. Holmes in their respective capacities as trustees for Marietta Neurological Pension Plan aka Marietta Neurology and Headache Center, P.C. Pension Plan and the City of Kennesaw recorded in Deed Book 15602, Page 2468, of the Public Records of Cobb County, Georgia.

6. Declaration of Taking by City of Kennesaw, Georgia, filed August 29, 2016 in CAFN 16-1-6851-99.

Unofficial Copy

PT-61 (Rev. 2/18) To be filed in **COBB COUNTY** **PT-61 033-2026-000965**

SECTION A – SELLER'S INFORMATION (Do not use agent's information)		SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME True North Holdings, LLC		Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 599 W. Crossville Rd Suite 200		1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	$230,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Roswell, GA 30075 USA	DATE OF SALE 1/16/2026	1A. Estimated fair market value of Real and Personal property	$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)		2. Fair market value of Personal Property only	$0.00
BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME Vazco Properties, LLC		3. Amount of liens and encumbrances not removed by transfer	$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 2859 Wynfair Drive		4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	$230,000.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Marietta, GA 30062 USA	Check Buyers Intended Use ( ) Residential ( ) Commercial ( ) Agricultural ( ) Industrial	5. TAX DUE at .10 per $100 or fraction thereof (Minimum $1.00)	$230.00

SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))

HOUSE NUMBER & EXTENSION (ex 265A)	PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION		SUITE NUMBER
COUNTY COBB	CITY (IF APPLICABLE)	MAP & PARCEL NUMBER 20013900240	ACCOUNT NUMBER

TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK

SECTION E – RECORDING INFORMATION (Official Use Only)

DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS
None

Unofficial Copy

1/21/2026 9:37:00 AM 16336 3867
PT61 # 0332026000965

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

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20013900240	3/3-BOND - KENNESAW CITY	291490

Property Owner/Location/Description	Fair Market Value	Taxable Value
TRUE NORTH HOLDINGS LLC N MAIN ST	203,490	81,396

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	81,396		0		81,396		7.7500000000		$630.82
BOND	81,396		0		81,396		1.4000000000		$113.95

Exemptions:

Temporary bills reflect 85% of the estimated tax under appeal. The remaining 15% will be billed after the appeal is finalized and should be forwarded to your mortgage company, if applicable.

Pay online at:
www.municipalonlinepayments.com/kennesawga

For ownership/address changes, contact Cobb County Tax Commissioner at (770) 528-8600.

Current Year Tax	$744.77
Interest	$0.00
Penalty	$0.00
Other Fees	$0.00
Payments Received	$744.77
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

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

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

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

Parcel ID:	20013900240
Amount Due:	$0.00
Bill#:	291490
Due Date:	12/01/2025
	AMOUNT PAID

TRUE NORTH HOLDINGS LLC
599 W WEST CROSSVILLE RD STE 200
ROSWELL, GA 30075

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

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

2025
Property Tax Bill

Parcel ID	Tax District	Bill #
20013900250	3/3-BOND - KENNESAW CITY	282250

Property Owner/Location/Description	Fair Market Value	Taxable Value
VAZCO PROPERTIES LLC 2926 LEWIS ST	363,420	145,368

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	145,368		0		145,368		7.7500000000		$1,126.60
BOND	145,368		0		145,368		1.4000000000		$203.51

Exemptions:

Temporary bills reflect 85% of the estimated tax under appeal. The remaining 15% will be billed after the appeal is finalized and should be forwarded to your mortgage company, if applicable.

Pay online at:
www.municipalonlinepayments.com/kennesawga

For ownership/address changes, contact Cobb County Tax Commissioner at (770) 528-8600.

Current Year Tax	$1,330.11
Interest	$11.64
Penalty	$0.00
Other Fees	$0.00
Payments Received	$1,341.75
Other Amounts Due	$0.00
Total Due	$0.00
Due Date	12/01/2025

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

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

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

Parcel ID:	20013900250
Amount Due:	$0.00
Bill#:	282250
Due Date:	12/01/2025
	AMOUNT PAID

VAZCO PROPERTIES LLC
2859 WYNFAIR DR
MARIETTA, GA 30062-4658

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

Printed: 3/12/2026

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:
TRUE NORTH HOLDINGS

TRUE NORTH HOLDINGS LLC

Payment Date: 10/15/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20013900240	10/15/2025	**Pay:**	N/A	or	$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$2,452.47	**$0.00**

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

Printed: 3/12/2026

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:
VAZCO PROPERTIES LLC

VAZCO PROPERTIES LLC

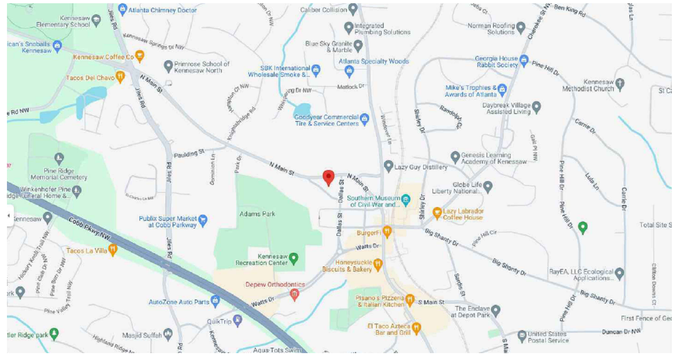
Payment Date: 10/15/2025

Tax Year	Parcel ID	Due Date		Appeal Amount		Taxes Due
2025	20013900250	10/15/2025	**Pay:**	N/A	or	$0.00

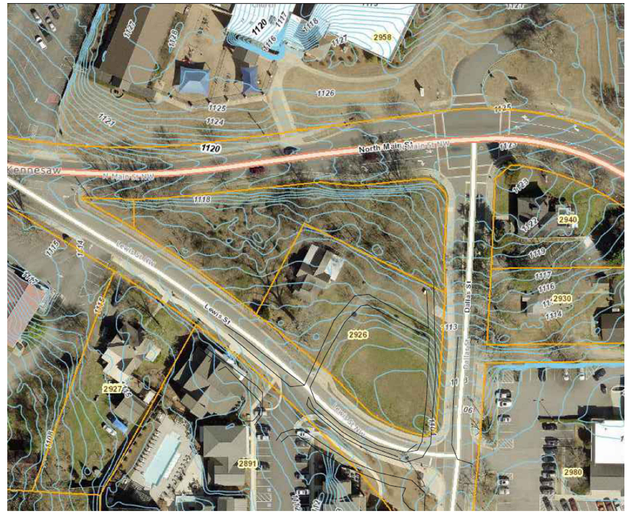
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
$0.00	$0.00	$0.00	$0.00	$4,379.93	**$0.00**

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

THIS BLOCK RESERVED FOR CLERK OF COURT



Location map



Tax Map

Existing Contour 990
Proposed Contour 990
Exist. Spot Elev. 992.0
Proposed Spot Elev. 992.0
Sanitary Sewer SS
Fire Hydrant
Silt Fence X X
Water Line W
Traffic Flow
Power Pole PP
Gas Line G
Iron Pin Set IPS
Iron Pin Found IPF
Concrete Monument Found CMF
Monument MON
Nail & Cap N&C
Fence Corner FC
Fence -x-x-
Open Top Pin OTP
Crimp Top Pin CT
Reinforcing Bar Re-bar
Centerline C
Right-of-Way R/W

Radius R
Chord Bearing CB
Chord C
Service Pole SP
Lamp Pole LPL
Overhead Utility Line OHUL
Man Hole MH
Catch Basin CB
Junction Box JB
Drop Inlet DI
Headwall HW
Corrugated Metal Pipe CMP
Reinforced Concrete RCP
Cross Drain CD
Sewer Easement SE
Drainage Easement DE
Water Valve WV
Water Meter WM
Gas Valve GV
Gas Meter GM
Arc A
Underground Electricity UE
Underground Telephone UT
To Be Removed TBR

LEGEND

Vazco properties, LLC
Owner/Emergency Contact: Mr. Alci Costa
404-557-7745
Costa@stonecrafterusa.com
1385 English Street NW
Building C
Atlanta, Georgia 30318

4.01.02 - Dimensional Standards for Development #3

Dimensional standards for each zoning district are provided in Table 4.01.02 below:

Table 4.01.02: District Dimensional Regulations

District	Desig-nation	Min. Lot Area (sq. ft.)	Min./Mx Acreage Required	Max. DUA Per Acre/FAR	Min. Floor Area (sq. ft.)	Min. Lot Width at Front Setback (feet)	Minimum Front Yard Setback 1 (feet)			Major Side Yard 2 (feet)	Min. Side Yard (feet)	Min. Rear Yard (feet)	Max. Cover (%)	Max Hgt.
							Arterial	Collector	Local					
CBD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

10.03.11 - Final Plat Certificates #4

Each final plat submitted to the Mayor and Council for approval shall carry the following certificates printed or stamped thereon substantially as follows:

A. Engineer and 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."

(Print Name) Jasper Wayne Proctor JR	(Print Name) Jasper Proctor
(Print Name) Jasper W. Proctor JR	Registered C.E. No. 14437
	Date 06/12/2026

B. 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 _____ acres, for the purposes therein expressed."

Subdivider	Owner
(Print Name) Alci Costa Jr	(Print Name) Alci Costa Jr
Signature	Signature
Date 06/12/2026	Date 06/12/2026.

"Provided, however, that nothing herein nor acceptance shall create liability on the part of the City of Kennesaw, its officers, agents or employees for flooding or erosion from storm drains or from flooding from high water of natural creeks or rivers, and the City of Kennesaw is hereby specifically released from any such liability or from liability for the negligent construction or maintenance of all drainage structures, roads, sediment control facilities and all other work performed by the owner or developer of the property, their agent, servants, employees or contractors."

C. Place for statement of slope easement.

D. Place for approval of the Mayor and Council as follows: "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

E. Place for approval by the following Departments:

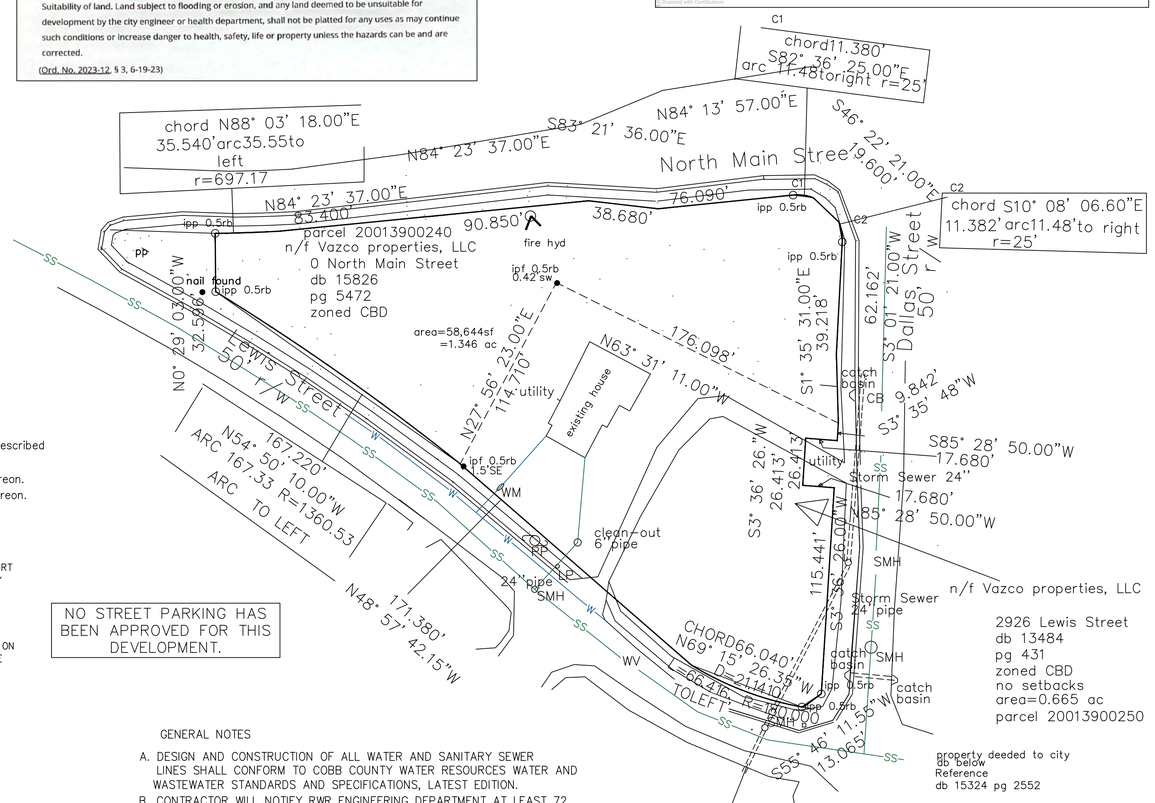
- Planning and Zoning _____
- Building and Construction _____
- Public Works _____
- City Engineer _____
- Mayor and City Council _____

"Nothing herein shall be construed to mean that the City of Kennesaw has accepted the dedication of any rights-of-way, easements or other area as being dedicated to public use."

This plat, having been submitted to the Cobb County Water System and having been found to comply with Cobb County Development Standards, is approved for recording.

COBB COUNTY WATER SYSTEM DATE

Suitability of land. Land subject to flooding or erosion, and any land deemed to be unsuitable for development by the city engineer or health department, shall not be platted for any uses as may continue such conditions or increase danger to health, safety, life or property unless the hazards can be and are corrected.
(Ord. No. 2023-12, § 3, 6-19-23)



GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 40 ft.

NO STREET PARKING HAS BEEN APPROVED FOR THIS DEVELOPMENT.

CERTIFICATION STATEMENT II

AS REQUIRED BY SUBSECTION (D) OF OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL FOR 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 CONFORMS 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 FOR IN O.C.G.A. SECTION 15-6-67.

GA REG. LS #2487 JASPER W. PROCTOR

EQUIPMENT USED FOR MEASUREMENTS:
ANGULAR - TOPCON GTS-300 TOTAL STATION
LINEAR - EDM
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11960 FEET.
AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT.
THIS PLAT SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY PUBLIC AND PRIVATE.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND ACCURATE WITHIN ONE FOOT IN 136754 FEET.
IN MY OPINION THIS PLAT OR SURVEY IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GA AS SET FORTH CHAPTER 180-7 OF THE RULES OF THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECTIONS 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.
BEARINGS SHOWN HEREON ARE BASED ON MAGNETIC OBSERVATIONS.
FIELD WORK COMPLETED 4-20-26
ALL PINS PLACED IPP .5" REBAR

FLOOD HAZARD STATEMENT

1. No 100-year Flood Hazard exists on the property described hereon as per FEMA# dated //20.
2. No State waters exist on the property described hereon.
3. There are no Wetlands on the property described hereon.

PLAT OF SURVEY NOTES OFFICE OF Cobb COUNTY, GEORGIA.
1. SUBJECT AND ADJACENT PROPERTY OWNERS' DEED AND PLAT REFERENCE WERE OBTAINED THROUGH CLERK OF SUPERIOR COUNTY COURT, BUT ARE NOT GUARANTEED ON ACCURACY OR COMPLETENESS. ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED HEREON IN THE CLERK OF SUPERIOR COURT
2. UTILITIES SUCH AS ELECTRIC LINES, WATER LINES, GAS LINES, SANITARY SEWER LINES OR WELLS MAY OR MAY NOT EXIST ON SITE AND MAY OR MAY NOT BE SHOWN HEREON.
3. STRUCTURES VISIBLE ON THE DATE OF SURVEY ARE SHOWN HEREON.
4. LOCATIONS ARE ONLY ACCURATE WHERE DIMENSIONED.
THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
5. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON PROPERTY ARE SHOWN HEREON. NO WARRANTY OR GUARANTEE IS IMPLIED AS TO THE EXISTENCE THE EXISTENCE OF ANY EASEMENTS.
6. NO TITLE OR ABSTRACT RESEARCH WAS PERFORMED BY THE UNDERSIGNED FOR THIS SURVEY.
7. WARNING: THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OF ANY TYPE. NO ABSTRACT OR TITLE SEARCH WAS PERFORMED TO DISCOVER
8. NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES IS IMPLIED, ONLY THOSE SHOWN.
9. NO WARRANTY OR GUARANTEE AS TO ENVIRONMENTAL ISSUES HAS BEEN IMPLIED, ONLY THOSE ITEMS SHOWN HEREON HAVE BEEN ADDRESSED.
10. ONLY ACTS OF POSSESSION, IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF THE OF ACTS OF POSSESSION BY ADJOINERS TO THE LAND SHOWN AND DESCRIBED HEREON.
11. NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES, TO INCLUDE SET BACK, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HEREON HAVE BEEN ADDRESSED.
NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN TO COMMENCEMENT OF WORK.
NOT BE REPRODUCED IN ANY FORM WITHOUT THE PERMISSION OF JASPER W. PROCTOR.
12. THE ACCEPTANCE OF THE PLAT HEREON AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT HERETO TO AN AMOUNT AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERSIGNED PRIOR
13. THIS SURVEY PLAT AND ALL CONTENTS ARE AND SHALL REMAIN THE PROPERTY OF ACME AMERICAN LLC..

GENERAL NOTES

A. DESIGN AND CONSTRUCTION OF ALL WATER AND SANITARY SEWER LINES SHALL CONFORM TO COBB COUNTY WATER RESOURCES WATER AND WASTEWATER STANDARDS AND SPECIFICATIONS, LATEST EDITION.
B. CONTRACTOR WILL NOTIFY RWR ENGINEERING DEPARTMENT AT LEAST 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION ON WATER AND SEWER. AN INSPECTOR WILL BE ASSIGNED AND A PRE-CONSTRUCTION MEETING SCHEDULED AT THIS TIME.
C. AS-BUILT DRAWINGS SHALL BE FIELD VERIFIED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER OR LAND SURVEYOR, LICENSED IN THE STATE OF GEORGIA.
D. THE CONTRACTOR SHALL COMPLY WITH ALL UTILITIES PROTECTION CENTER REQUIREMENTS.

240 Atlanta St. S.E. Suite 240, Marietta, Georgia 30060
ACME AMERICAN, L.L.C.
Architects, Construction Managers, Engineers
voice (770) 425-6890 - fax (770) 425-5777

PROJECT#2024-1568

title: Boundary Survey
project: 2926 Lewis Street Kennesaw, Georgia 30144
Cobb COUNTY L.L.139, 20th Dist.

seal: 6-01-2026
GEORGIA REGISTERED No. 14437 PROFESSIONAL LAND SURVEYOR JASPER W. PROCTOR

seal: 6-14-2026
GEORGIA REGISTERED No. 14437 PROFESSIONAL ENGINEER JASPER W. PROCTOR

revisions:
date: 7-13-26

date: 6-01-26
dwg. by: CC
chkd. by: JWP

sheet: S-1

ENGINEER/SURVEYOR:
Acme American llc lsf776
J. WAYNE PROCTOR
319 ATLANTA STREET, SE
MARIETTA, GA 30060
(770)425-6890

UTILITIES PROTECTION CENTER
IT'S FREE
GEORGIA ONE-CALL SYSTEM
811 OR 1-800-282-7411
THREE WORKING DAYS BEFORE YOU DIG

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: August 17, 2026

The plat application (PC2026-02) was submitted by the applicant Vasco Properties, LLC (Parcel numbers 20013900240 & 20013900250) with a request combine the 0.665+/- acres of land located at 2926 Lewis Street and 0.681 +/- acres at 0 N Main Street into one tract totaling 1.346 +/- acres. The final plat was received and reviewed by the Plan Review Committee.

All members of the Plan Review Committee have verified the plat, and all comments have been addressed. The final plat is in compliance and is now ready for your consideration and approval.

Scott Banks, Plan Review Coordinator

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 10, 2026

TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 10, 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