



City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

Commissioners:
Don Bergwall - Chairman,
Phillip Jackson - Vice-Chairman,
Lacey Ragus, Rebecca Patterson,
Trey Bodenhamer, Todd Vande Zande,
Carolyn Greenall

KENNESAW PLANNING COMMISSION

May 3, 2023 – 6:30 P.M.

Meeting Agenda

City Hall Council Chambers

This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. The meeting may be accessed using Facebook Live via the following link: www.Facebook.com/City of Kennesaw/. **Comments made on Facebook Live will not be visible by City staff.**

If you will like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 P.M. the night of the regular meeting. Your comment will be read aloud or grouped into categories for the record. All interested parties may attend the meeting in person with limited seating available at the City Hall Council Chambers and the Ben Robertson Community Center, if needed. Please note that the Planning Commission serves as an advisory board that makes recommendations to Mayor and Council unless otherwise noted.

Upcoming Mayor and Council Meeting: Monday, May 15, 2023 @ 6:30 P.M.

I. Call Meeting to Order/Roll Call

II. Approval of Meeting Minutes: March 1, 2023

III. New Business

1. **LU2023-01** – Consideration for approval of a land use permit request located at 1205 Mountain Springs Drive as submitted by Ann Moormann. Said request is for obtaining a home occupation business license for making soaps and bath related products. Property is zoned R-10 (Single-Family Residential), consists of 0.2 +/- acres and lies in land lot 128 tax parcel 278.
2. **RZ2023-02** – Consideration for approval to rezone seven properties as submitted by the City of Kennesaw. Said request is to change the zoning from their current zoning designation to Central Business District (CBD). This is a city initiated rezoning project known as the CBD Expansion Project Phase 2. Each property address will be heard separately.

RZ2023-02 (A) – Consideration for approval to rezone subject property located at 0 Cobb Parkway or parcel number 20013900990 and owned by the City of Kennesaw. Property is a vacant detention pond located in Adams Park. It is currently zoned Highway General Business (HGB), consists of 0.36 +/- acres and lies in land lot 139 and tax parcel 99.

RZ2023-02 (B) – Consideration for approval to rezone subject property located at 2681 S Main Street or parcel number 20016700140 and owned by Old South Village, LLC c/o Kodiak Ventures. Property is an existing mobile home community known as “Old South Village.” The property consists of approximately 30 +/- mobile home lots. It is currently zoned Mobile Home Park (MHP), consists of 3.6 +/- acres and lies in land lot 167 and tax parcel 14.

The next scheduled meeting of the Kennesaw Planning Commission
June 7, 2023 at 6:30 p.m.





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RZ2023-02 (C) – Consideration for approval to rezone subject property located at 2716 S Main Street or parcel number 20013801750 and owned by Hugh E. Byrd. Property currently has an occupied single-family detached home. It is currently zoned R-15 (Single-Family Residential), consists of 1.27 +/- acres and lies in land lot 139 and tax parcel 99.

RZ2023-02 (D) – Consideration for approval to rezone subject property located at 2753 Watts Drive or parcel number 20013900590 and owned by the City of Kennesaw. Property is the current location of the Ben Robertson Community Center. It is currently zoned Office/Institutional (O&I), consists of 2.61 +/- acres and lies in land lot 139 and tax parcel 59.

RZ2023-02 (E) – Consideration for approval to rezone subject property located at 2754 S Main Street or parcel number 20013801880 and owned by Bencivenga Gabriel Living Trust 7/9/02, Gabriel Bencivenga, LLC. Property has two commercial eating establishments within one building. It is currently zoned General Commercial (GC), consists of 0.67 +/- acres and lies in land lot 138 and tax parcel 188.

RZ2023-02 (F) – Consideration for approval to rezone subject property located at 2817 Sardis Street or parcel number 20013800770 and owned by the City of Kennesaw. Property is vacant and located in Depot Park. It is currently zoned R-15 (Single-Family Residential), consists of 0.9 +/- acres and lies in land lot 138 and tax parcel 77.

RZ2023-02 (G) – Consideration for approval to rezone subject property located at 2971 N Main Street or parcel number 20013900200 and owned by David & Kathryn Collier. Property currently has an unoccupied historic single-family detached home located in the North Main Street historic district. It is currently zoned R-15 (Single-Family Residential), consists of 1.5 +/- acres and lies in land lot 139 and tax parcel 20.

3. **MISC2023-02** – Consideration for approval of a text amendment request as submitted by the City of Kennesaw. Said request is to amend the Unified Development Code, Appendix A, Chapter 5 “Standards for Accessory and Temporary Uses,” Section 5.03.14 and Section 5.03.18 of said chapter regarding political campaign signage.

IV. Zoning Administrator & Staff Comments

1. CivicPlus Civic Clerk – New program for meeting agendas, minutes and recordings
2. Commissioner City e-mail accounts and City internet policy form

V. Adjourn

The next scheduled meeting of the Kennesaw Planning Commission
June 7, 2023 at 6:30 p.m.





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KENNESAW PLANNING COMMISSION

March 1, 2023 – 6:30 P.M.

Meeting Minutes

City Hall Council Chambers

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Upcoming Mayor and Council Meeting: Monday, March 20, 2023 @ 6:30 P.M.

I. Call Meeting to Order/Roll Call

- Chairman Bergwall calls the meeting to order at 6:30 p.m.
- Roll Call: Don Bergwall, Phillip Jackson, Lacey Ragus, Trey Bodenhamer, Carolyn Greenall, and Rebecca Patterson.
- Absent: Commissioner Vande Zande
- Staff present: : Darryl Simmons (Zoning Administrator) and Albert Trevino (Assistant Zoning Administrator and Planner)
- Applicant present: Mr. Joel Larkin (Representative for applicant Marcos Ergas)

II. Approval of Meeting Minutes: February 1, 2023

- Chairman Bergwall calls for a motion to approve the February 1, 2023 Meeting Minutes as submitted.
- Motion by Commissioner Bodenhamer, Second by Commissioner Ragus
- All in favor, 5-0. **Meeting Minutes approved.**

III. New Business

1. **RZ2023-01** – Consideration to rezone property located at 1650 N Cobb Parkway (20020801300) from County Mobile Home Park (MHP) to City General Commercial (GC) as submitted by Marcos Ergas. Said request to rezone property is for a four-story, 122,940 square foot, climate controlled self-storage facility. Property consists of 2.2 +/- acres and lies in land lot 208 tax parcel 130.
- Mr. Albert Trevino approaches the podium and introduces the new business item. He states: “Good evening planning commissioners also good evening to our virtual audience on Facebook Live Tonight. We have before you two agenda items: One rezoning and one annexation case for one piece of property located at 1650 N Cobb Parkway, which is at the corner of Barrett Parkway and Cobb Parkway. The applicant, Marcos Ergas, he has submitted a rezoning application to change the zoning designation of this piece of property



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from County Mobile Home Park to City General Commercial. He has submitted an application to bring this parcel into the city limits, which we will get into later on tonight under agenda item number 2. Mr. Ergas is seeking City General Commercial or GC, to construct a four story, 122,940 square foot climate controlled self-storage facility. This will all be contained on a 2.2 acre lot. This parcel is currently vacant. It contains tall trees with a meandering narrow ditch that does contain state waters. Topographically, this site is a challenge because it is on the corner of the busy intersection. On the residential component on the southern end of the property, there is about a 40 foot plus or minus feet changing grade with the higher elevation being on the Ridenour side. There are currently no curb cuts to this property, however, one is being proposed off of Barrett Parkway, which will have to be reviewed and approved by our Cobb County DOT counterparts. Furthermore, the applicant has delivered some renderings and elevations shown here on the screen. They will emulate the character and architecture of the neighboring developments of Ridenour and Kennesaw Marketplace. They have chosen a facade primarily composed of brick with accents of storefront type glass windows, faux windows, cast stone sweeps, and stucco at the very top of the building. Staff highly encouraged the applicant to deliver a design that fits within this area and do something that would not be out of character. This proposal is also meeting the minimum parking requirements the code allows for a minimum of five parking spaces, the applicant is proposing five parking spaces based off the aforementioned factors of limited access. The topography and there being only one proposed curb cut into this property, staff is recommended approval of this climate controlled self-storage request. We have proposed a total of 15 conditions that I'll briefly summarize. Condition #3 states that this application, if approved, is for climate controlled self-storage. There shall be no uses related to truck, vehicle, RV, trailer or equipment rentals or gas stations. Skipping ahead to condition nine, that condition sets controls in place. There is to be no outside storage of any kind and no overnight parking of vehicles. Condition 4 and 5 state that the building will be secured via a key card. Also, the building will be equipped with downcast lighting to protect neighboring uses and adjacent uses from [light] glares. Condition 6, 7 and 8 touch on landscaping, signage and secured fencing standards, which will also be in the hands of staff for final review and approval. Condition 10, 11 and 12 give confidence that the applicant and developer will follow all procedures from Public Works, Cobb Water and also Cobb Fire. [Condition] #13 is a standard clause that we usually put on all rezoning applications that come before us, which states that if there is no activity in two years, that all original rezoning will revert back as well as any imposed conditions on the property condition #14. We've listed a variety of recommended prohibited uses. Staff went through the GC permitted uses and we did scratch out any use that contained any auto, boat or RV sales and/or repairs as well as those related to housing like boarding houses and fraternity and sorority houses. We want to avoid these uses just because of this specific location but we did cross out other uses and have deemed them as conditional prohibiting uses. Prohibiting a use is kind of a delicate balance. We don't want to be too overly restrictive. Some of the uses listed in the GC that we aren't allowing aren't automatically excluded not by right, but just logically, such as an 18-hole executive golf course, couldn't go on the site, nor could a helicopter pad safely land next to a steep hill. There were some uses where, yes, we, knew that this could not happen, but weren't included on our prohibited use list. Condition 15 does grant special privileges to our zoning administrator and their designee if minor tweaks need to be made, such as a subtle increase in density of the building or maybe a small adjustment to the height of the building and it just grants a little leverage on plus or minus a few feet. Those are the conditions that staff has outlined in our report. I'd also like to point out that staff did receive an e-mail from a fellow Commissioner about addressing on the property. I just wanted to share with the Planning Commission that our Geographic Information Systems (GIS) Department do have a system that they follow specifically from Cobb County GIS as well as the postal system. During the permitting phase, we do have them create an address



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that fits this particular parcel based off of curb cut and front entrance so we'll ensure that the correct address does get assigned. 1650 got assigned to the property a few years back."

- Chairman Bergwall states that he is the Commissioner with the addressing concerns and goes on to say, "it's not the number that made the significance it's the Cobb Parkway. The only thing that's facing Cobb Parkway is the pond and the entrance and exit is off of Barrett Parkway and if somebody is going to deliver things to there or in the event of an emergency it needs to have a Barrett Parkway address."
- Mr. Trevino agrees and says "Based off of the entrance being on Barrett Parkway, our GIS department will factor that in. We know that it needs a Barrett Parkway address street name with some sort of designated number so we will make sure that Barrett Parkway becomes the official address".
- Mr. Darryl Simmons comes to the podium and says "I just want to add some background. The reason it's 1650 Cobb Parkway is because this property was one of the larger portion of the Castle Lake Mobile Home Park, which was given the main address of 1650 Cobb Parkway because that was the main entrance when it was a mobile home park use. On the other side of Ernest Barrett Parkway, all what you're seeing of Kennesaw Marketplace was Castle Lake Mobile Home Park. So all those parcels were given one major address and then as you jumped across Ernest Barrett Parkway, they just continued with the 1650 Cobb Parkway address. So yes, but it's going to be redressed like Mr. Trevino said but I just wanted to give you the background. The 1650 was part of the larger Castle Lake Mobile Home Park for many years when it was in the county and when we annexed it, then we addressed the as you know the addressing for Kennesaw marketplace. So this will be done in the same protocol".
- Chairman Bergwall adds that he wanted the record to reflect that before it went to Mayor and City Council.
- Mr. Trevino finishes his presentation by stating, "staff did advertise this case in the local newspaper on February 10th and 17th, 2023 and signs were posted on this property at each corner on Barrett Parkway and Cobb Parkway. Also, certified letters were mailed out to all property owners within 200 feet. As of tonight, we have not received any phone calls nor have we received any emails in opposition or support for this case. But we are here to answer any questions if needed. Also, the applicant's representative is here to answer any questions if needed as well. Thank you."
- Chairman Bergwall asks if the representative would come up to the podium to give further remarks that he would like to make or address before opening to public opinion.
- The representative for Mr. Ergas, Mr. Joel Larkin, comes to the podium. He states "My name is Joel Larkin. I'm with the firm Sam's, Larkin and Huff in Marietta, my partner Garvis Sam's has been working with staff on this for several months, and that's resulted in the product that you have here today. As you heard, this is an orphan track that was left over from the old mobile home park when Barrett Parkway went through split this portion off in the 1990s. So it's sitting here and the balance of this intersection is as intensely developed as probably any property in the area. This is a wonderful commercial piece from a front view and the number of cars that go by, but it has two primary challenges. One is the topography and two is its proximity to the intersection. We want to be careful not to develop something on it that's going to frustrate or interrupt the flow of traffic. So this is a perfect use. Climate control facilities generate very little traffic and you can see that from the number of parking spaces. Studies have determined that people bring their goods in and they store it and then they mail a check. So there's not a lot of in and out traffic is really low. So we think this is a great use. It can be built into the topography and it can provide a good revenue generating commercial development that's needed in the area without causing any adverse impacts to the area or surrounding property owners. And I'm here to answer any questions that you have".



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- Chairman Bergwall opens up the floor to public comments and asks if there is anyone that would like to speak or have questions for this proposal.
- Citizen, Mr. David Harris (1724 Headstone Court), comes to the podium. He says this property is directly five feet out his door. His concern is that this proposed construction is going to occur over a creek and he doesn't feel that is possible to be building anything 50 feet on either side of a creek.
- Chairman Bergwall says he would like to hear some discussion on if there will be a bridge or pipe the creek so not to interfere with floodplain or buffers.
- Mr. Harris goes onto ask what kind of buffers are on the property and says the ground is solid rock near the detention pond near Ridenour and there are two big retaining walls on the back side. He doesn't feel the applicants could pull off building a structure on the site.
- Mr. Trevino comes back to the podium and states "So the surveyor with Gaskins Lecraw who prepared the site plan did do a state of the water review and it did come back with state waters. So what they need to do is go to the US Army of Corps of Engineers and go through their process as far as how they will be piping the stream. When they do that, our Public Works Department will make sure that all of the procedures and protocols have been met for redirecting the stream or piping it in a fashion that meets the US Army Corps of Engineers standards as well as local and state procedures. There is a creek running through the property but there are other ways to mitigate and develop on top of the creek via the US Army Corps of Engineer."
- Chairman Bergwall ask what's the origin of the water and where is the starting point in flow direction.
- Mr. Larkin comes up and states "If you look in the bottom right hand corner, right behind the property is actually a detention wall from Ridenour development and that's the source of the water is coming out of that pond. So we're not getting in the middle of a pretty stream here. What we've done is the water starts coming out of that feature just off of our property, runs across our property and ties into other piping from the DOT for the road and from the property next door".
- Commissioner Bodenhamer asks if its natural runoff from a man-made disturbed area.
- Mr. Larkin says he can tell where it originally came from but the origination point now is unclear.
- Commissioner Bodenhamer states so because it is developed I imagine the water is running off of the streets and funneling down.
- Mr. Larkin states "We're basically picking up from that head wall and connecting up on the front and dealing with some detention issues from the road and from the adjacent property out on Cobb Parkway that's got the mattress store and I think a T-Mobile and a garage door store, their pond sits on the opposite corner of our property. So we got kind of water all congealing together there that will need to be accounted for".
- Chairman Bergwall asks if they have had a discussion yet with the US Corps of Engineers.
- Mr. Larkin responds "I haven't Gaskins our engineers and I did inquire today, and it's my understanding if they didn't feel like we could do it, we wouldn't be standing here today because we're not doing this for a hobby. And I don't mean to be blunt, but they believe it's feasible to do it given the history around there and the conditions. I think when you go across the road, it's all piped on that side too. It goes under Barrett Parkway and then into that recently developed projects".
- Chairman Bergwall suggests to Mr. Larkin that when work is completed and the approvals have been given from the Corps of Engineers in the state that the info be passed on to the gentleman that inquired.



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- Mr. Trevino confirms that he will share his contact information with the property owner to keep them posted.
- Chairman Bergwall asks if there are any other questions or comments.
- Mr. Harris comes back up to the podium and give more comments on him not thinking it is possible for development to occur on top of a creek. He says he has built and developed for 30 years and he doesn't feel it is possible. He says if they have to shoot dynamite or anything his basement will have cracks like before with the development of Kennesaw Marketplace. He emphasizes that the water is an actual running creek not just drainage. He says he is not against the development but would like to see a plan.
- Commissioner Bodenhamer asks Mr. Trevino is this something that is typically done during development this close to residential and if there is a plan given out and is that a typical standard.
- Mr. Trevino says things like streams can be piped.
- Commissioner Bodenhamer asks if something we discuss or get into with certain types of construction development is plans are made public to someone near.
- Mr. Simmons comes up and says "Once we accept construction drawings that is public record and since we have the gentlemen's contact information we have in the past helped with sharing this information with concerned citizens from the very beginning and giving them periodic updates and even the applicant or the developer would then directly have direct contact with the residents through the key elements of the development. So yes we're very open about this and we will facilitate it.
- Commissioner Bodenhamer asks if contractors notify citizens and surrounding areas when special types of excavation and things like that are needing to be done.
- Mr. Simmons responds with yes just like with Kennesaw Marketplace having to do a little bit of dynamiting there is a protocol for notification by Cobb Fire Marshal and our Building Official and keeping people updated on those types of activities.
- Commissioner Bodenhamer suggests to Mr. Harris to document the way his house looks before and after so he has this information should something happen in the future.
- Chairman Bergwall asked if there is any other comments for the community. After hearing none he closes the floor to public comments. He asks if the Commissioners have any questions.
- Commissioner Bodenhamer asks if this property currently Cobb County controlled.
- Mr. Trevino answers yes.
- Commissioner Bodenhamer asks why we don't talk about annexing the property first and then changing the designation because if it isn't controlled by the city of Kennesaw are we really changing the designation if we don't annex it.
- Mr. Trevino says it sounds logical that annexation should occur first but zoning procedure laws state that rezoning comes first then annexation follows. We are just following that order from the state.



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- Commissioner Bodenhamer asks if the annexation shouldn't happen, then the rezoning doesn't matter, it goes away and kicks back to whatever Cobb because it's still, Cobb controlled.
 - Mr. Trevino responds with yes.
 - Commissioner Greenall asks what's the benefit of annexing the property into the City of Kennesaw rather than developing it under Cobb County.
 - Mr. Trevino states "The benefit to the city is obtaining more land area for the city overall, tax revenue generated for this parcel and just meeting our goals of expanding our city limits. Being in Cobb County it is currently zoned [County] Mobile Home Park and so right now somebody could come in and put a mobile home community there as is. I think to the benefit of the Community, we're looking at bigger, better uses. Given the challenges of this lot, its confined to only a certain number of things that would work with not being able to have a high volume of traffic and consumers. I think the benefit would be meeting that goal of annexing property and expanding our boundaries and so forth".
 - Commissioner Greenall asks if the property is annexed then Kennesaw Police would police the property.
 - Mr. Trevino says yes, Kennesaw Police would police control over the parcel but city wide Cobb Fire and Cobb Water would still answer calls and oversee their processes in the entire city limits of Kennesaw just not have jurisdictional control.
 - Chairman Bergwall calls for a motion to approve the rezoning along with the 15 conditions as outline by staff.
 - Motion by Commissioner Bodenhamer. Second by Commissioner Ragus.
 - Chairman Bergwall calls for a roll call vote in which all commissioners are in favor.
 - **All in favor 5-0. Motion Approved.**
2. **AX2023-01** – Consideration to annex property located at 1650 N Cobb Parkway (20020801300) from County Mobile Home Park (MHP) to City General Commercial (GC) as submitted by Marcos Ergas. Property consists of 2.2 +/- acres and lies in land lot 208 tax parcel 130.
- Mr. Trevino presents the second application. He states "Thank you, Mr. Chairman So we are hearing this annexation application separate from the rezoning due to following state guidelines. As previously mentioned, this annexation needs its own recommendation by staff. Its own recommendation by our Planning Commission, and it will be decided on independently by our Mayor and Council during their March 20th meeting. This application request, it was submitted by the same applicant, Marcos Ergas. It's to annex 2.2 acres into the city limits from unincorporated Cobb County located at 1650 N Cobb Parkway, but more specifically parcel 20020801300. On January 31st, 2023, staff overnighed an annexation and rezoning application packet to Cobb County for their review and approval. On February 7th, 2023, city staff did receive a letter of non-objection from Cobb County Board of Commissioners. So with this letter of non-objection from the county, staff is recommending approval of the annexation application for the entire 2.2 acre tract of land. We did execute all avenues of public notification publishing, publishing legal ads within the MDJ on February 10th and 17th. Two public notice signs were



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posted. Certified letters were mailed out to all property owners within 200 feet, and again, staff did not receive any calls or emails in support or in opposition to this annexation application”.

- Chairman Bergwall says we don't have any other comments from the applicant regarding this because they have expressed their desire to be part of the city of Kennesaw for this development.
- Chairman Bergwall asks if there are any comments from the public regarding this annexation. After no response, he asks if there are any questions or concerns from the Commissioners.
- Commissioner Bodenhamer asks if nothing happens to this property for two years does it revert back to Cobb County controlled property or does it stay within the city of Kennesaw.
- Mr. Trevino responds and says it stays within the city of Kennesaw.
- Commissioner Bodenhamer states so these are two separate issues.
- Mr. Trevino confirms yes.
- Chairman Bergwall asks if the development doesn't take place it would not only remain city of Kennesaw property but it would carry the new zoning designation or it would revert back.
- Mr. Trevino states it would revert back to the original zoning and all previously imposed zoning conditions on that site. The current zoning is Mobile Home Park and so it would remain in Kennesaw but revert back to the original zoning.
- Chairman Bergwall asks if there are any other questions.
- Commissioner Greenall ask if there is a downside to annexing it, it falling through and remaining a mobile home park because this parcel of land is difficult to build on. Is there a budgetary downside for taxes or anything like that or if we can't do anything with it because of the stream.
- Mr. Simmons comes the podium and says “We looked at the site like any other annexation whether its in the county or the city. The site itself has a lot of challenges so we've ruled out retail and high consumer activity because of what we discussed this evening. We feel that annexation at this location meets our city expansion goals, so bringing it into the city as the last remaining parcel zoned, MHP or Mobile Home Park would be a positive thing. I think because of the market with climate control storage facilities and we've been monitoring that. It's a pretty stable industry. Like apartments. That it is just a matter of making the site work and I think that the property owner and the applicant, they're going to do their due diligence to make sure that this is done. I feel very confident that they're going to go through with this because of the location, but if it for whatever reason falls through, then the redevelopment would be very challenging for anything else. Because of the location, because of egress/ingress on Ernest Barrett Parkway is very, very limited. So I feel a high level of comfort that nothing egregious will go there.
- Chairman Bergwall asks is the applicant the current owner of the property or has an option to buy if the zoning and annexation is approved.
- Mr. Larkin comes to the podium and answers yes the applicant is 2 corporations that own the property and their related entities. They each have 50% interest in it.
- Vice-Chairman Jackson asks about stormwater standards and if Kennesaw is the same level as Cobb County. He says there are a lot of new standards and he says he wants to make sure its good for the environment.
- Mr. Trevino states “We have done some updates to our Unified Development Code which increases the stormwater powers that the city has. They probably mimic Cobb County, maybe not exactly, but the things are pretty standard across Cobb County in general. We can ensure that during the plan review and the permitting phase things can be incorporated with green principles”.
- Mr. Simmons comes to the podium and states “in order to keep our enforcement and our authority, we have to follow the state guidelines which Cobb County and all the cities have to follow too. We cannot be less than and if we allow something that's substandard the city can lose its authority to issue permits, and they will be fined deeply. I know that for a fact because we have other developments where we had to follow all the protocols for stormwater, whatever



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the state requirements, Kennesaw is going to follow that because we are not going to put our enforcement or authority at risk for any development period. If you look at the developments that we've done along Pine Mountain Rd and throughout the city we've gone far above standards. We're not going to do less than in anything dealing with development because we want to keep our state and our authority and not have it taken away".

- Chairman Bergwall asks if there are any other questions in regard to the annexation proposal. After no answer he moves to entertain a motion to approve the annexation application as presented.
- Motion by Vice-Chairman Jackson. Second by Commissioner Bodenhamer.
- Chairman Bergwall calls for a roll call vote in which all commissioners are in favor.
- **All in favor 5-0. Motion Approved.**

IV. Zoning Administrator & Staff Comments

- Mr. Trevino informs the Commissioners about the updates on the "Rules of Engagement," procedures document. He says he is working on an updated draft to send to Commissioners for feedback. He thanks the Commissioners for their time and directs everyone to check out the City's website to be informed about the upcoming events.
 - o Chairman Bergwall adds that he feels there should be rules of engagement for how the public engages with the Planning Commission and how the Planning Commission engages with each other.
- Mr. Simmons comes forwards and thanks the Commission for their time and service and says he looks forward to working with everyone. He says they are doing a great job and keep him and Mr. Trevino on their toes by asking all the tough questions.

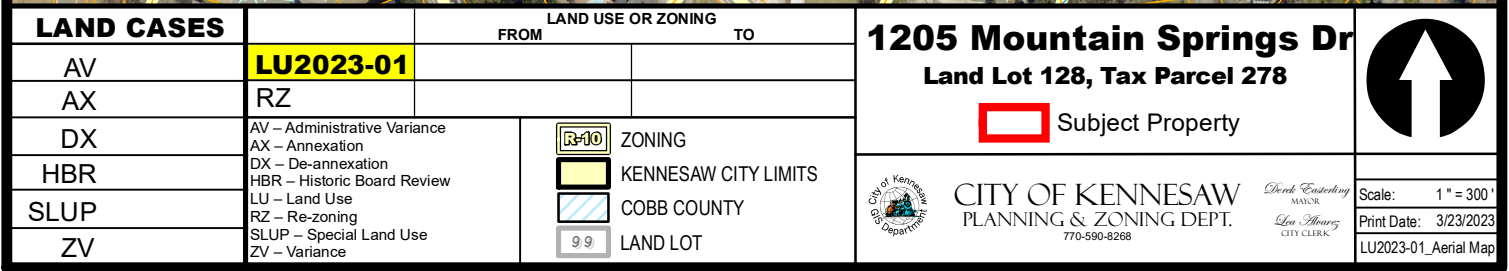
V. Adjourn

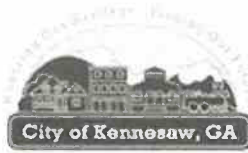
- **Adjourn 7:18 p.m.**

Agenda Item #1



- Case #: LU2023-01
- Address: 1205 Mountain Springs Drive
- Application Type:
 - Land Use Permit
 - Consideration for approval of a land use permit request located at 1205 Mountain Springs Drive as submitted by Ann Moormann. Said request is for obtaining a home occupation business license for making soaps and bath related products. Property is zoned R-10 (Single-Family Residential), consists of 0.2 +/- acres and lies in land lot 128 tax parcel 278.





LAND USE & SPECIAL LAND USE APPLICATION

Required Fee \$250.00

Date Received
Staff's Initials

3-14-23

AT

☒ LAND USE APPLICATION

☐ SPECIAL LAND USE APPLICATION

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 03/14/2023

Staff's Initials AT

PURPOSE OF LAND USE REQUEST Applicant would like to obtain a home based business license to create soaps and bath related products and sell for commerce.

LAND USE PROPERTY ADDRESS 1205 Mountain Springs Drive

Land Lot 128 Tax Parcel 278 Lot Size 0.2 acres Current Zoning R-10

APPLICANT Ann Moormann

APPLICANT EMAIL [REDACTED]

Applicant address 1205 Mountain Springs Dr

(Home#) [REDACTED] (Fax#) _____ (Work#) _____

(Cell#) _____

Applicant Signature [Signature]

Signed, sealed and delivered in presence of:

Miranda Taylor
Notary

3-14-23
Date

REPRESENTATIVE _____

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

Representative Signature _____

Signed, sealed and delivered in presence of:

Notary

Date

TITLEHOLDER: (Same as Applicant) Telephone: _____

Signature: _____ Address: _____

Signed, sealed and delivered in presence of:

Notary

Date



Supplemental Materials for Land Use Permit

Product Photos

Bath Bombs





Soap



PhotoRoom®



Solid Bubble Bath



Shampoo Bar



Shower Steamer



Lip Balm



Equipment Photos

Workspace





Electric Equipment



Pictured, Left to right: Impulse Sealer, Immersion Blender, Hand Mixer, Heat Gun, Bur Grinder, Hot Plate

Materials List

☐	Name ▲
☐	6" Paper Sticks
☐	Amethyst Batch Certified Dye
☐	Amethyst Mica
☐	Argan Oil
☐	Arrowroot Powder
☐	Avocado Oil
☐	Baking Soda
☐	Beach Angel Fragrance
☐	Bentonite Clay
☐	Black Panther Batch Certified Dye
☐	Borax
☐	Bourbon Wood Fragrance Oil
☐	BTMS-50
☐	Canary Yellow
☐	Candellila Wax
☐	Caribbean Sunset Mica
☐	Castor Oil
☐	Cinderella Glitter Mica
☐	Citric Acid

- ☐ Cocoa Butter (unrefined)
- ☐ Cocamidopropyl Betaine
- ☐ Coconut Fragrance
- ☐ Coconut Oil
- ☐ Coffee & Whiskey Fragrance
- ☐ Cornstarch
- ☐ Crackling Bonfire Fragrance
- ☐ Cream of Tartar
- ☐ Death Becomes Her Mica
- ☐ DL Panthenol
- ☐ Egyptian Dragon Fragrance Oil
- ☐ Epsom Salt
- ☐ Eucalyptus Essential Oil
- ☐ Evening Primrose Oil
- ☐ Extra Virgin Olive Oil
- ☐ FD&C Blue 1
- ☐ FD&C Red 40
- ☐ FD&C Yellow #5
- ☐ FD&C Yellow #6 Batch Certified Dye
- ☐ Forever Red Fragrance Oil

- ☐ Fractionated Coconut Oil
- ☐ Germall Plus
- ☐ Glycerin
- ☐ Guar Gum
- ☐ Gumball Capsules
- ☐ Honey
- ☐ Honey Fragrance
- ☐ Iridescent Violet Mica
- ☐ Italian Green Clay
- ☐ Jojoba Oil
- ☐ Juniper Essential Oil
- ☐ Kaolin Clay
- ☐ Lavender Essential Oil
- ☐ Lemon Essential Oil
- ☐ Lemongrass Essential Oil
- ☐ Leprechaun Green Colorant
- ☐ Lip Gloss Tube
- ☐ Man Hours
- ☐ Mango Butter
- ☐ Menthol Crystals
- ☐ Misbehaving Fragrance Oil
- ☐ Monkey Farts Fragrance Oil

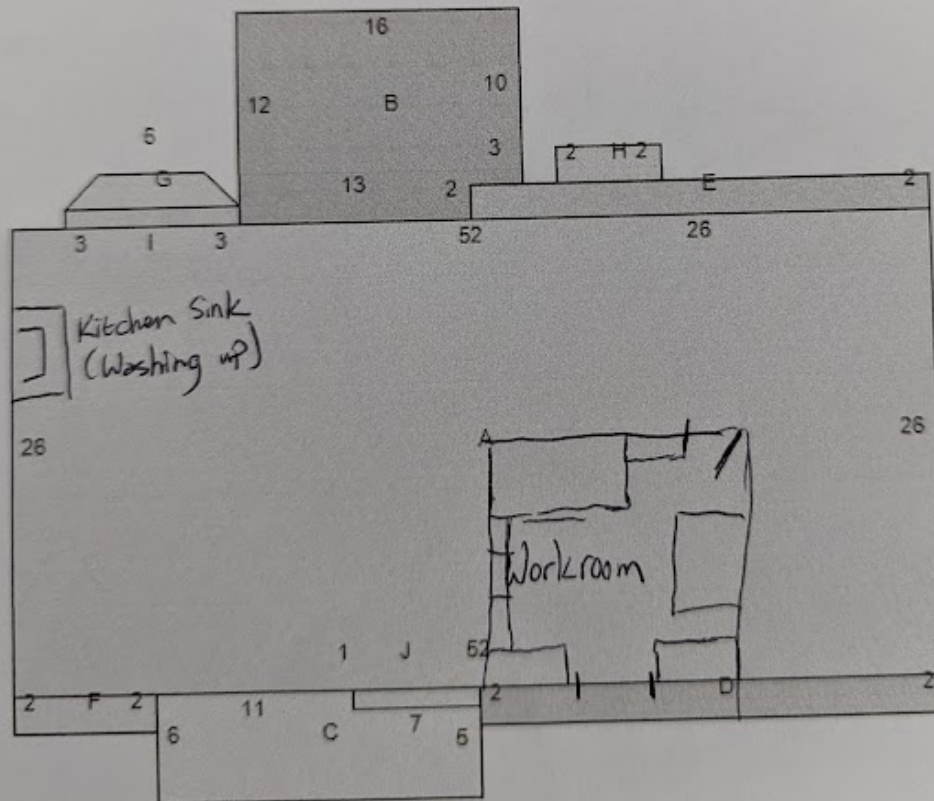
- ☐ Nitrile Gloves
- ☐ Oatmeal Milk and Honey Fragranc
- ☐ phenonip
- ☐ Pineapple Mango Fragrance Oil
- ☐ Polysorbate 80
- ☐ Potassium Hydroxide Flakes
- ☐ Pumace Olive Oil
- ☐ Pumpkin Orange
- ☐ Red 28 Batch Certified Dye
- ☐ Rose Geranium Essential Oil
- ☐ Rose Hip Oil
- ☐ Rose Kaolin Clay
- ☐ Salycilic Acid
- ☐ Sapphire Blue Mica
- ☐ Shea Butter
- ☐ SLSA
- ☐ Sodium Cocoyl Isethionate
- ☐ Sodium Hydroxide
- ☐ sodium lactate
- ☐ Steric Acid
- ☐ Stone
- ☐ Sunflower Oil

☐	Sweet Almond Oil
☐	Tea Tree Essential Oil
☐	titanium dioxide
☐	Verbana and Lemon Fragrance
☐	Vitamin E Oil
☐	Wire

Additional Essential Oils
Additional Fragrance Oils

Sketch of home floor plan showing work space

Room Type	Area
A Main Area	1352
B WOOD DECK	186
C WOOD DECK	101
D FRAME OVER HANG	52
E FRAME OVER HANG	52
F FRAME OVER HANG	16
G FRAME BAY	16
H FRAME OVER HANG	12
I FRAME OVER HANG	10
J FRAME OVER HANG	7





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant).

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

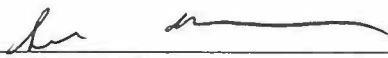
Please supply the following information that will be considered as the required disclosure:

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:

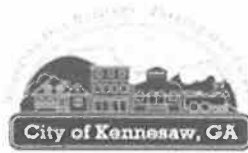
I certify that the foregoing information is true and correct, this 14 day of March, 2023



Applicants Signature

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

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



PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

To apply for a home based business license to create soaps and bath related products and sell them for commerce.

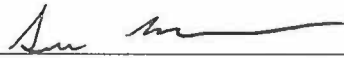
The property referred to is located at:

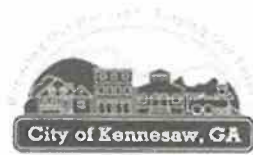
1205 Mountain Springs Drive

and is within a 200-foot radius of your property. It is described as Land Lot 128 20th District, 2nd Section, Tax Parcel 278 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 05/03/2023 at 6:30 p.m., and the Mayor and Council on 05/15/2023 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning Commission, Mayor and Council, sends this notice to you.

Dated 3/14/2023


Signed by the owner or applicant



CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out on or before April 14th, 2023 in accordance with the application requirements.

3/14/2023

Date

[Signature]

Applicant or Authorized Agent Signature

Sworn and subscribed before me this 14th day of March 20 23

Miranda Taylor

Notary Public





Section 2100, Part 5 Standards for Decisions – Only Land Use Permits

Land Use Permits may be granted in such individual cases based on the standards for decisions as follows, please comment using additional pages if necessary.

COMMENTS:

(1) Safety, health, welfare, and moral concerns involving the surrounding neighborhoods.	no effect - no retail sales, products aren't morally objectionable
(2) Parking and traffic considerations.	none - no retail traffic, use residential delivery services for deliveries
(3) Number of non-related employees.	none
(4) Number of commercial and business deliveries.	~1/2 /month, uses regular residential delivery services, e.g. UPS
(5) The City's general presumption that residential neighborhoods should not allow non-compatible business uses.	Hobbyists commonly make these products in kitchen and home workshops w/ no issues.
(6) Compatibility of the business use to the neighborhood.	See (5), no retail traffic, loud noises, obnoxious or dangerous smells
(7) Hours of operation.	Evenings & weekends for manufacturing, but no
(8) Existing business uses in the vicinity.	none known to me
(9) Effect on property valued of surrounding property.	none known to me

(10) Circumstances surrounding neighborhood complaints.	I am happy to address any neighbors' concerns
(11) Intensity of the proposed business use; and	Light. Handmade craft business, online, pop ups, wholesale & consignment
(12) Location of use within the neighborhood.	Far back from the street, primarily w/in one room of the house

RT

Record and Return to:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, GA 30005
File No.: GA-AL-22-0245-PUR

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB
APN/Parcel ID: 20012802780

THIS INDENTURE, made this 8th day of June, 2022, between

Laura McDonald and Wesley McDonald

as party or parties of the first part, hereinafter called Grantor, and

Christopher L. Tang and Ann Elizabeth Moormann
As Joint Tenants with Rights of Survivorship and Not as Tenants in Common

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 consideration 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, to wit:

All that tract or parcel of land lying and being in Land Lot 128, of the 20th District, 2nd Section, Cobb County, Georgia, being Lot 53, Kennesaw Springs Subdivision, Unit 2, as per plat recorded in Plat Book 119, Page 42, and as Revised at Plat Book 144, Page 90, records of Cobb County, Georgia, which plat is incorporated herein and made a part hereof by reference.

Subject to all easements and restrictions of record.

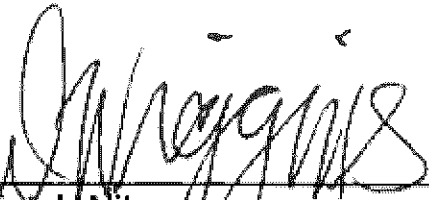
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEE SIMPLE**.

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

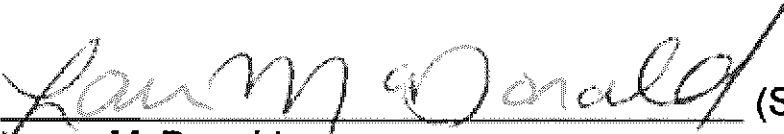
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

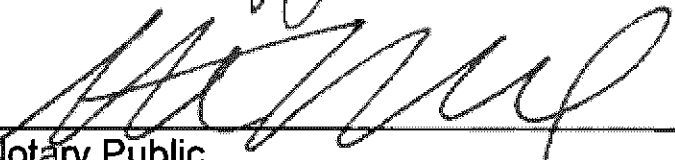
GRANTOR:



Unofficial Witness



Laura McDonald (SEAL)



Notary Public
My Commission Expires: 10-18-2022
[Notary Seal]



Wesley McDonald (SEAL)





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

2022 Property Tax Bill

Parcel ID	Tax District	Bill #
20012802780	3/3-BOND - KENNESAW CITY	234286
Property Owner/Location/Description		Taxable Value
TANG CHRISTOPHER L & MOORMANN ANN ELIZAB ETH 1205 MOUNTAIN SPRINGS DR		102,576
Levies	Taxable Value	Net Tax
BOND	102,576	\$153.86
CITY OF KENNESAW	102,576	\$408.70

Exemptions:

111 - Floating Exemption	Current Year Tax	\$562.56
	Interest	\$0.00
	Penalty	\$0.00
	Other Fees	\$0.00
	Payments Received	\$562.56
Per House Bill 960, to arrive at the property tax interest rate, divide 10.5% by 12, which equals .875%. This interest rate will continue to accrue on a monthly basis, based on an annual calculation of Federal Prime Rate (7.5%) plus 3%. Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960). Payments can be made online at www.municipalonlinepayments.com/kennesawga, in person, by mail or via our dropbox. Tax bills are mailed annually on October 1, with a due date of December 1. Any questions concerning ownership changes or change of address should be directed to Cobb County Tax Commissioner's Office. For all other questions or concerns regarding this statement, give us a call at 770-429-4542.	Other Amounts Due	\$0.00
	Total Due	\$0.00
	Due Date	12/01/2022



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: 20012802780
Amount Due: \$0.00
Bill#: 234286
Due Date: 12/01/2022

AMOUNT PAID

TANG CHRISTOPHER L & MOORMANN ANN ELIZAB
ETH
1205 MOUNTAIN SPRINGS DR NW
KENNESAW, GA 30144

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



Printed: 3/10/2023

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:
CENTRAL LOAN ADMINISTRATION

TANG CHRISTOPHER L & MOORMANN
ANN ELIZAB
ETH

Payment Date: 10/7/2022

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2022	20012802780	10/15/2022	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$2,403.99	\$0.00	



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





NO		CURVE		DATA	
DELTA	RADIUS	LENGTH	TANGENT		
2	511'3.99"	104.28'	93.23'	50.00'	
9	16'57.41"	335.33'	99.27'	50.00'	
10	32'58.25"	168.94'	97.22'	50.00'	
11	06'01.27"	550.22'	99.91'	50.00'	
12	79'0317"	109.07'	150.49'	90.00'	
13	108'55'29"	100.00'	190.11'	140.00'	
14	61'38'50"	108.94'	117.21'	55.00'	
15	18'57'10"	299.55'	99.09'	50.00'	
16	40'12'03"	136.63'	95.86'	50.00'	
17	52'42'03"	100.94'	92.85'	50.00'	

LOT AREA IN SQUARE FEET							
LOT	AREA	LOT	AREA	LOT	AREA	LOT	AREA
33	12,664	55	8,800	89	11,406	109	12,775
36	13,931	56	13,282	90	9,343	110	15,944
37	11,911	57	10,841	91	8,899	111	9,819
38	9,866	58	13,917	92	10,177	112	8,800
39	8,912	59	13,579	93	8,817	113	8,800
40	8,800	60	14,629	94	8,800	114	8,926
41	8,800	61	12,837	95	9,054	115	9,215
42	8,800	62	13,376	96	9,806	116	8,800
43	8,800	63	12,585	97	9,107	117	9,323
44	9,929	64	13,813	98	9,800	118	10,894
45	16,445	65	17,897	99	12,209	119	9,258
46	10,435	66	10,819	100	13,622	120	8,434
47	10,490	67	15,793	101	17,482	121	8,725
48	21,595	68	12,092	102	14,422	122	9,086
49	20,209	69	20,117	103	11,499		
50	16,871	70	10,508	104	10,513		
51	11,526	71	11,908	105	16,038		
52	9,968	72	9,345	106	23,816		
53	8,800	73	11,619	107	14,959		
54	8,800	74	11,296	108	9,124		

THIS PLAT PLACED ON RECORD IN PLAT BOOK 116 PAGE 7
ON 7-2-4 1897. THIS 12:41

Ray C. Henderson
CLERK OF SUPERIOR COURT OF COBB COUNTY, GEORGIA

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 WILL BE PLACED AS SHOWN HEREON AND IS TO THE ACCURACY AND SPECIFICATION REQUIRED BY THE CITY OF KENNESAW REGULATIONS.

REG. GA. LAND SURVEYOR 11878

GENERAL NOTES

1. IRON PINS AT ALL CORNERS.
2. ANGLES AND DISTANCES MEASURED WITH
TAPCON, GUNITE, THEODOLITE AND EDM.
3. FIELD - 1 IN. = 20 FT.
4. ADJUSTED BY LEAST SQUARES.
5. ANGLE ERROR - 02 PER ANGULAR POINT.
6. PLAT CLOSURE - 1 IN. @ 300.00
7. BARS - S88° 58' 02" E ON N
8. GROSS AREA - 24.07 AC.
9. MINIMUM HOUSE SIZE - 1050 - 50. FT.
10. FRONT BUILDING LINE - 30 FT.
11. REAR BUILDING LINE - 30 FT.
12. SIDE BUILDING LIMIT 10 FT.
13. PROPERTY ZONED R-3
14. MINIMUM LOT SIZE 5000 - 50. FT.
15. DENSITY - 3.0
16. TOTAL NO. LOTS 74
17. THIS PROPERTY IS NOT IN A FLOOD
HAZARD ZONE ACCORDING TO FJAA, MA

CITY OF KENNESAW
THIS PLAN HAVING BEEN SUBMITTED TO THE CITY OF
KENNESAW AND HAVING BEEN FOUND TO COMPLY WITH
THE MASTER PLAN, THE CITY OF KENNESAW SUBDIVISION
REGULATIONS AND THE CITY OF KENNESAW ZONING
REGULATIONS IS APPROVED SUBJECT TO THE INSTALL-
ATION AND DEDICATION OF ALL STREETS, UTILITIES,
EASEMENTS, AND OTHER IMPROVEMENTS IN ACCORD-
ANCE WITH THE STANDARD DESIGN SPECIFICATIONS.

DATE _____ ENGINEERING DEPARTMENT _____

DATE ZONBIS DEPT./PLANNING COMM

7-20-87 J. P. Strahan
DATE MAYOR AND COUNCIL

OWNERS ACKNOWLEDGEMENT

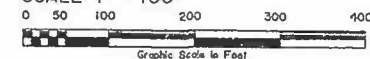
THE OWNER OF THE LAND SHOWN ON THIS PLAT
AND WHO IN PERSON OR THROUGH A DULY
AUTHORIZED AGENT ACKNOWLEDGES THAT THIS
PLAT WAS MADE FROM AN ACTUAL SURVEY AND
DEDICATES TO THE USE OF THE PUBLIC FOREVER
ALL STREETS, ALLEYS, PARKS, WATER COURSES,
DRAINS, EASEMENTS AND PUBLIC PLACES HEREON
SHOWN FOR THE PURPOSE AND CONSIDERATION
HEREIN EXPRESSED.

OWNER Robert H Simpson
President Simpson Properties Inc



DIXON'S
LAND SURVEYING, INC.
3112 BATESVILLE ROAD
WOODSTOCK, GA. 30188
404-475-8328

FINAL PLAT FOR
KENNESAW SPRINGS S/D
UNIT-2
CITY OF KENNESAW
LL NO. 127 & 128
20th DISTRICT 2nd SECTION
COBB COUNTY, GEORGIA
DATE: 3-13-87
SCALE: 1" = 100'



**CITY OF KENNESAW
LAND USE NOTICE**

APPLICATION # **LU 2023-01**

PURPOSE **Land use permit for home occupation license**

DATE OF PUBLIC MEETING: **5/3/2023** TIME: **6:30PM**

DATE OF PUBLIC MEETING: **5/15/2023** 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

04.18.2023 09:06

COUNTY OF COBB
The undersigned hereby certifies that they are conducting a business in the City of Powder Springs, County of Cobb, in the State of Georgia under the trade name: Exit Grass Roots Realty and that the nature of said business is: real estate brokerage and that said business is composed of the following: MKin Realty Group LLC 4448 Marietta St Ste 200 PS 30127; Mary Berblinger 4486 Lily Brooke Ct PS, GA 30127; Kinser Fuller 426 Orchid Lane Canton, GA 30114.

This 10th day of April, 2023.

Connie Taylor
Clerk of Superior Court
Cobb County
4:14,21-2023

MDJ-3610

GP-6

**APPLICATION TO REGISTER A
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB**

The undersigned hereby certifies that they are conducting a business in the City of Smyrna, County of Cobb, in the State of Georgia, under the trade name: Dumpster Rental Smyrna and that the nature of said business is: provide roll off dumpsters for rent to commercial and residential customers and that said business is composed of the following: Robert Hamilton 2212 Yager Creek Drive Apt. E Charlotte, NC 28273

This 11th day of April, 2023

Connie Taylor
Clerk of Superior Court, Cobb County
4:14,21-2023

MDJ-3620

GP-6

**APPLICATION TO REGISTER A
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB**

The undersigned hereby certifies that they are conducting a business in the City of Smyrna, County of Cobb, State of Georgia under the name of: THE ATLANTIC VININGS and that the nature of the business is Apartment Rentals and that said business is composed of the following: (Partnership) Business address: BLUE ATLANTIC VININGS, LP 3385 Atlanta Rd SE Smyrna, GA 30080

This affidavit is made in compliance with Georgia Code Annotated Title 10 Chapter 1 Section 490.

4:14,21-2023

8065

Planning Commission

MDJ-3496

GP-16

**City of Acworth
Public Hearing**

The City of Acworth hereby gives notice that a Public Hearing will be held to give consideration to a rezoning request by Rolling Thunder, LLC, for properties located in Land Lots 23 and 30, Parcels 1, 19, and 112 of the 20th District, 2nd Section of Cobb County, Georgia (3836 & 4643 Cowan Road and 4691 Old Cowan Road). The applicant is requesting to rezone the tract from RM-6; R-5 to RM-6, Multi-Family Residential.

The City of Acworth hereby gives no-

side of Kemp Ridge Road, northwest of Mars Hill Road (3700 Kemp Ridge Road).

Z-11 JOSE LUIS CARDENAS (Christian Bakery 2, LLC, owner) requesting rezoning from GC to NRC for a bakery in Land Lot 34 of the 18th District. Located on the southwest corner of the intersection of Veterans Memorial Highway and Powell Drive (1411 Veterans Memorial Highway).

Z-12 FERNANDO CHAVARRIA (Fernando Chavarria, owner) requesting rezoning from R-20 to RM-8 for a townhome subdivision in Land Lots 388 and 389 of the 18th District. Located on the south side of Mableton Parkway, southeast of South Gordon Road (Mableton Parkway).

Z-13 MATTHEW C. FLOURNOY (Robert E. Fournoy, III, Matthew C. Fournoy, Gwynn Fournoy Ross and Natalie Fournoy Boss, owners) requesting rezoning from R-30 to R-20 for a single-family subdivision in Land Lot 341 of the 20th District. Located on the east side of Antioch Road, at the terminus of Arroyo Drive (Antioch Road).

Z-14 BRAND PROPERTIES, LLC (Helen Hair Stamps, as Trustee under the Helen Hair Stamps Revocable Trust, owner) requesting rezoning from H1, R-20 to RRC for mixed use; retail, multifamily in Land Lots 175, 176, 283, and 284 of the 18th District. Located on the east and west side of River View Road, northeast of Veterans Memorial Highway (6324, 6330 River View Road).

Z-15 SDP ACQUISITIONS, LLC (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; VKEP-B, LLC owners) requesting rezoning from R-20, RA-4, GC, OI, NS, OS to PVC, OS for mixed Use; townhomes, multifamily, office, retail, warehouse in Land Lots 364, 365, 428, and 429 of the 16th District. Located on the south side of Chastain Road, on the west side of Chastain Meadows Parkway (Chastain Road, Chastain Meadows Parkway).

Temporary Land Use Permits

LUP-7 SANDY CLOUGH (Sandra L. Clough and Richard C. Clough, owners) requests a Temporary Land Use Permit (Renewal) to allow an artist's studio and the storage of art prints in Land Lot 336 of the 20th District. Located on the west side of Trail Road, north of the intersection of Trail Road and Midway Road (25 Trail Road).

LUP-8 ANDREW BECHTOLD (Andrew Boyd Bechtold, owner) requests a Temporary Land Use Permit to allow a photography studio in Land Lot 871 of the 17th District. Located on the west side of Old Virginia Court, north of Terrell Mill Road (1362 Old Virginia Court).

SPECIAL LAND USE PERMIT

SLUP-3 ALEXANDRIA HOLDINGS GROUP INC. (Lux Homes, LLC, owner) requests a Special Land Use Permit for used auto sales in Land Lot 37 of the 17th District. Located on the south side of Veterans Memorial Highway, west of Puckett Drive (621, 633, 651 Veterans Memorial Highway).

SLUP-4 RAY MURPHY (Ray Murphy, owner) requests a Special Land Use Permit (Renewal) for an automobile storage yards and wrecker services for damaged or confiscated vehicles in Land Lots 154 and 155 of the 17th District. Located on the northwest side of

Accessibility to Meetings: If you need the City/BLW to provide special accommodation in order to attend/participate in any of the above meetings, please call the ADA Coordinator at 770-794-5558 no less than 48 hours before the date of the meeting.

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060

4:14-2023

MDJ-3593

GP-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 Ann Moormann. Said request is to obtain a home occupational business license to allow for making soaps and bath related products at 1205 Mountain Springs Drive. Property consists of 0.2 +/- acres, lies in Land Lot 128, Tax Parcel 278 and is zoned R-10 (Single-Family Residential).

Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30 P.M. and the Mayor and Council will hold a public hearing on May 15, 2023, at 6:30 P.M. Both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.

4:14,21-2023

MDJ-3594

GP-16

**City of Kennesaw
Rezoning Request**

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by the City of Kennesaw. Said request is to change the zoning of the following properties from their current zoning designation to Central Business District: 0 Cobb Parkway (Parcel Number 20013900990), 2681 S Main Street, 2716 S Main Street, 2753 Watts Drive, 2754 S Main Street, 2817 Sardis Street and 2971 N Main Street. This is a city initiated rezoning, phase 2, to expand the downtown Central Business District zoning district.

Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30PM and the Mayor and Council will hold a public hearing on May 15, 2023 at 6:30PM both meetings to 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 as well as through Zoom Meeting and Facebook Live and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.

4:14,21-2023

Development Director
4:7,14,21-2023

MDJ-3593
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 Ann Moormann. Said request is to obtain a home occupational business license to allow for making soaps and bath related products at 1205 Mountain Springs Drive. Property consists of 0.2 +/- acres, lies in Land Lot 128, Tax Parcel 278 and is zoned R-10 (Single-Family Residential).

Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30 P.M. and the Mayor and Council will hold a public hearing on May 15, 2023, at 6:30 P.M. Both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

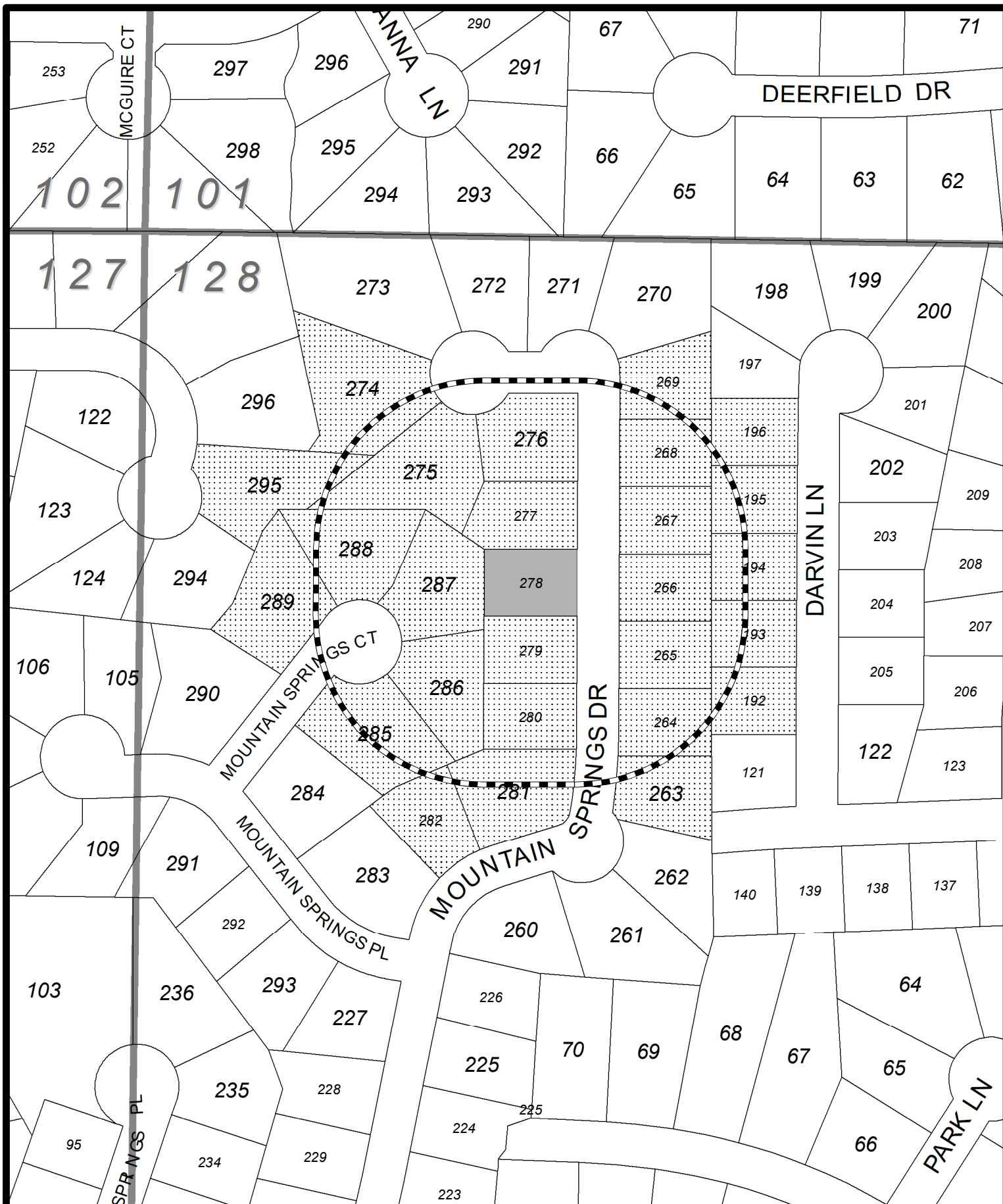
Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email

kennesawcouncil@kennesaw-ga.gov

4:14,21-2023

MDJ-3594



-  Subject Parcel
-  200' Radius
-  Properties Notified

1205 Mountain Springs Dr
Land Lot 128,
Tax Parcel 278

LU2023-01
200' PROPERTY NOTIFICATION



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

Derek Eastwood
 MAYOR
Lee Murray
 CITY CLERK

Date: 3/24/2023
 LU2023-01 Notification Map



Tax Parcel - 20012802630

SHAW MATTHEW PARKER
1182 MOUNTAIN SPRINGS DR NW
KENNESAW GA 30144

Tax Parcel - 20012802880

JAGER KENNETH J JR & SUZANNE G
2216 MOUNTAIN SPRINGS CT
KENNESAW GA 30144

Tax Parcel - 20012802660

KING SCOTT & TAMAICA
1210 MOUNTAIN SPRINGS DR NW
KENNESAW GA 30144

Tax Parcel - 20012802750

JACKSON JEFF & MARTIN ANNE
1245 MOUNTAIN SPRING DR NW
KENNESAW GA 30144

Tax Parcel - 20012802890

BEASCOECHEA PEGGY B & PEDRO A
1185 MOUNTAIN SPRINGS CT NW
KENNESAW GA 30144

Tax Parcel - 20012802820

RODRIGUEZ RAMIREZ FABIOLA
1157 MOUNTAIN SPRINGS DR NW
KENNESAW GA 30144

Tax Parcel - 20012801930

WARRICK LORI ANN
1003 DARVIN LN NW
KENNESAW GA 30144

Tax Parcel - 20012802860

SHADE MATT H JR
1180 MOUNTAIN SPRINGS CT
KENNESAW GA 30144

Tax Parcel - 20012802800

PARISAY MICHEL JAHAN & MASSOUD
1185 MOUNTAIN SPRINGS DR
KENNESAW GA 30144

Tax Parcel - 20012802870

BAUG JAMES & WENDY
2214 MOUNTAIN SPRINGS CT
KENNESAW GA 30144

Tax Parcel - 20012802850

GOLD GRAHAM & JOANNE
2210 MOUNTAIN SPRINGS CT NW
KENNESAW GA 30144

Tax Parcel - 20012802640

TEDDER WENDY W
2545 SUNNY LN SE
MARIETTA GA 30067

Tax Parcel - 20012802680

REYES CARLOS M
1230 MOUNTAIN SPRINGS DR NW
KENNESAW GA 30144-5622

Tax Parcel - 20012802670

HEBB JACK & FRANCES HEBB
1220 MOUNTAIN SPRINGS DR
KENNESAW GA 30144-5622

Tax Parcel - 20012801920

COKER RESIDENTIAL PROPERTIES LLC
505 S MARIETTA PKWY
MARIETTA GA 30060

Tax Parcel - 20012802690

PRICE RONALD D AND PRICE SUSANNE J
1240 MOUNTAIN SPRINGS DR
KENNESAW GA 30144-5622

Tax Parcel - 20012801950

COKER RESIDENTIAL PROPERTIES LLC
505 S MARIETTA PKWY
MARIETTA GA 30060

Tax Parcel - 20012801940

FARROW REBECCA J
1005 DARVIN LN
KENNESAW GA 30144

Tax Parcel - 20012802770

RASQUE RACHEL & LAROCHE DANIEL JAMES
1215 MOUNTAIN SPRINGS DR
KENNESAW GA 30144

Tax Parcel - 20012801960

SOOTES ERIK
1009 DARVIN LN NW
KENNESAW GA 30144

Tax Parcel - 20012802810

41 MANAGEMENT LLC
5222 DAWN DR
ACWORTH GA 30101

Tax Parcel - 20012802780

TANG CHRISTOPHER L & MOORMANN ANN
ELIZABETH
1205 MOUNTAIN SPRINGS DR NW
KENNESAW GA 30144

Tax Parcel - 20012802950

COLLINS RENNE
2343 GRETCHEN ELIZABETH CT
TRACY CA 95376

Tax Parcel - 20012802740

IH3 PROPERTY GEORGIA LP C/O INVITATION
HOMES TAX DEPT
1717 MAIN ST SUITE 2000
DALLAS TX 75201

Tax Parcel - 20012802760

WILSON MARTHA A
1605 CLARK LAKE DR
ACWORTH GA 30102

Tax Parcel - 20012802650

CAMPBELL AMBER
1200 MOUNTAIN SPRINGS DR NW
KENNESAW GA 30144

Tax Parcel - 20012802790

MILE HIGH BORROWER 1 INCOME LLC
PO BOX 4090
SCOTTSDALE AZ 85261

Agenda Item #2



- Case #: RZ2023-02(A)-(G)
- Address: Seven properties
- Applicant: City of Kennesaw
- Application Type:
 - Rezoning
 - Consideration for approval to rezone seven properties as submitted by the City of Kennesaw. Said request is to change the zoning from their current zoning designation to Central Business District (CBD). This is a city initiated rezoning project known as the CBD Expansion Project Phase 2. Each property address will be heard separately.

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Tracey Viars

Lynette Burnette

Pat Ferris

Antonio Jones

Trey Sinclair

January 23, 2023

«PROPERTY_OWNER_NAME»

«PROPERTY_OWNER_ADDRESS»

«CITY», «STATE» «ZIP_CODE»

Re: Central Business District Rezoning Initiative Letter**Address: «PROPERTY_ADDRESS» Tax Parcel: «PARCEL_NUMBER»**

Dear «PROPERTY_OWNER_NAME»,

The City of Kennesaw is initiating a comprehensive downtown rezoning of approximately twenty-five (25) parcels which are identified in the attached map. The selected parcels were chosen by the Planning and Zoning Department to be rezoned to Central Business District (CBD). Your property has been handpicked for this initiative.

The CBD zoning category was adopted in September 2002, where many property owners located in or near downtown, opted in to have their property rezoned to CBD. The CBD was created with the intention of providing a flexible and higher design standard for any new development or redevelopment within the downtown area. Please note that the City's zoning ordinance provides clear protections, or grandfathering, for all existing commercial and residential uses in the downtown area.

This year, the City of Kennesaw is initiating a "Phase 2" CBD rezoning for select properties located within or directly adjacent to Downtown Kennesaw. This is to ensure a continuity of uses, design standards and walkability throughout the downtown area.

If you are interested in participating, please fill out the enclosed application form and return it to the Planning and Zoning office at City Hall located at 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144 **before Friday, February 24, 2023.** Please be advised that any property owner has the option to decline in participating in this City led initiated rezoning. **This is strictly on a voluntary basis and the rezoning is no cost to the property owner.**

Page 2 – Central Business District Rezoning Initiative Letter

The City will need to follow the proper rezoning procedures for this initiative which includes proper posting of signs for the public, mail certified notifications to property owners affected as well as to property owners with property directly outside the district. City staff will hold public hearings for this Phase 2 CBD rezoning project on the following dates:

Planning Commission: Wednesday, May 3, 2023 @ 6:30 p.m. at City Hall
Mayor and Council: Monday, May 15, 2023 @ 6:30 p.m. at City Hall

Please be advised that if your property is currently located within one of the established historic districts, the property is still subject to the historic preservation standards even if the property is rezoned into the Central Business District.

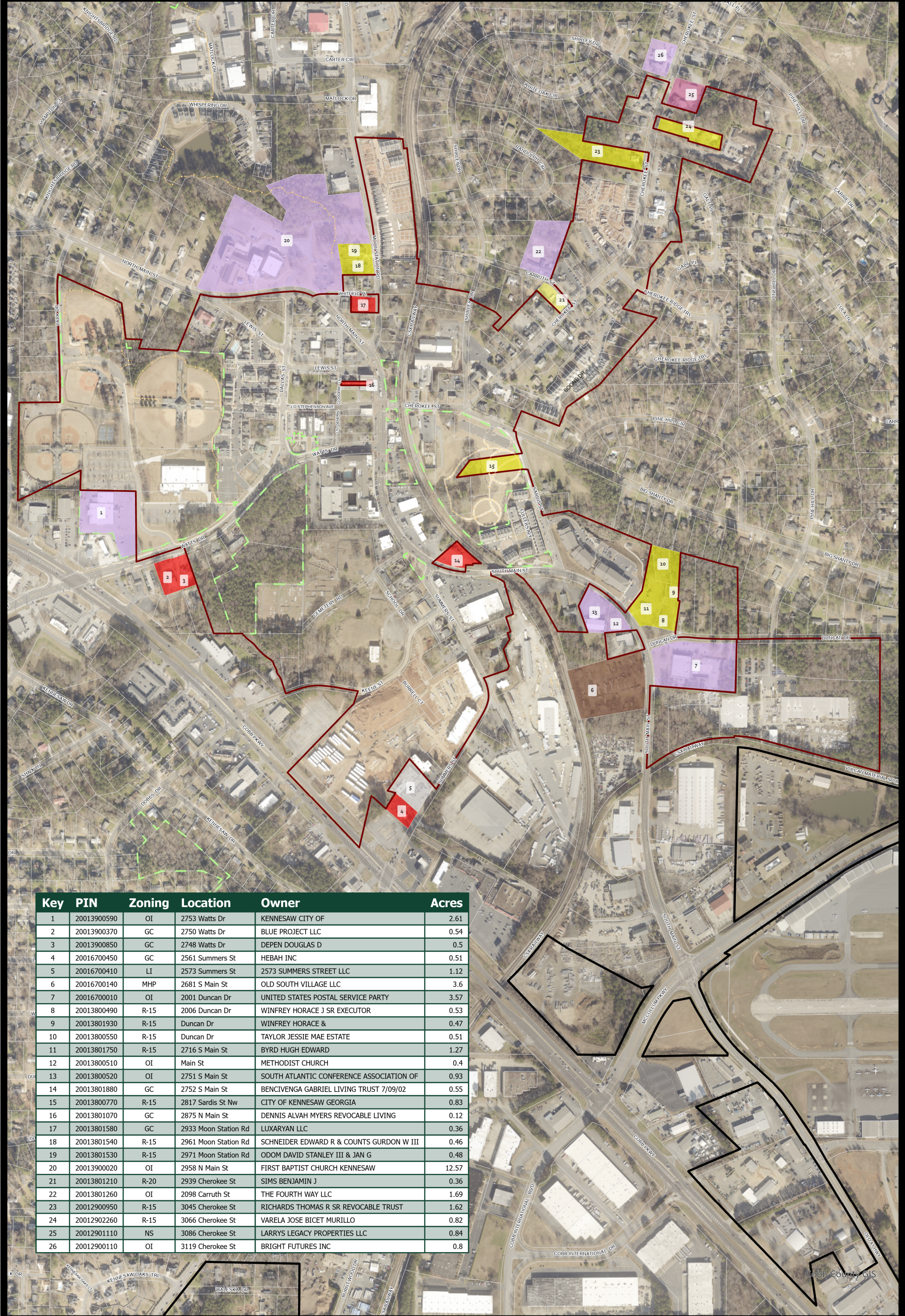
If the city staff does not receive a written response from you or if you do not participate in the scheduled public hearings, staff will conclude that there is no interest to this initiative and the identified property will remain in its current zoning category.

Thank you for your attention. If you have any questions or wish to view the CBD zoning rules and regulations, please feel free to contact the Planning and Zoning Department at (770) 590-8268, e-mail us at zoningdept@kennesaw-ga.gov or visit our office at City Hall between 8 a.m. and 5 p.m. Monday through Friday.

Respectfully,

Darryl Simmons

Darryl Simmons
Zoning Administrator



Key	PIN	Zoning	Location	Owner	Acres
1	20013900590	OI	2753 Watts Dr	KENNESAW CITY OF	2.61
2	20013900370	GC	2750 Watts Dr	BLUE PROJECT LLC	0.54
3	20013900850	GC	2748 Watts Dr	DEPEN DOUGLAS D	0.5
4	20016700450	GC	2561 Summers St	HEBAH INC	0.51
5	20016700410	LI	2573 Summers St	2573 SUMMERS STREET LLC	1.12
6	20016700140	MHP	2681 S Main St	OLD SOUTH VILLAGE LLC	3.6
7	20016700010	OI	2001 Duncan Dr	UNITED STATES POSTAL SERVICE PARTY	3.57
8	20013800490	R-15	2006 Duncan Dr	WINFREY HORACE J SR EXECUTOR	0.53
9	20013801930	R-15	Duncan Dr	WINFREY HORACE &	0.47
10	20013800550	R-15	Duncan Dr	TAYLOR JESSIE MAE ESTATE	0.51
11	20013801750	R-15	2716 S Main St	BYRD HUGH EDWARD	1.27
12	20013800510	OI	Main St	METHODIST CHURCH	0.4
13	20013800520	OI	2751 S Main St	SOUTH ATLANTIC CONFERENCE ASSOCIATION OF	0.93
14	20013801880	GC	2752 S Main St	BENCIVENGA GABRIEL LIVING TRUST 7/09/02	0.55
15	20013800770	R-15	2817 Sardis St Nw	CITY OF KENNESAW GEORGIA	0.83
16	20013801070	GC	2875 N Main St	DENNIS ALVAH MYERS REVOCABLE LIVING	0.12
17	20013801580	GC	2933 Moon Station Rd	LUXARYAN LLC	0.36
18	20013801540	R-15	2961 Moon Station Rd	SCHNEIDER EDWARD R & COUNTS GURDON W III	0.46
19	20013801530	R-15	2971 Moon Station Rd	ODOM DAVID STANLEY III & JAN G	0.48
20	20013900020	OI	2958 N Main St	FIRST BAPTIST CHURCH KENNESAW	12.57
21	20013801210	R-20	2939 Cherokee St	SIMS BENJAMIN J	0.36
22	20013801260	OI	2098 Carruth St	THE FOURTH WAY LLC	1.69
23	20012900950	R-15	3045 Cherokee St	RICHARDS THOMAS R SR REVOCABLE TRUST	1.62
24	20012902260	R-15	3066 Cherokee St	VARELA JOSE BICET MURILLO	0.82
25	20012901110	NS	3086 Cherokee St	LARRYS LEGACY PROPERTIES LLC	0.84
26	20012900110	OI	3119 Cherokee St	BRIGHT FUTURES INC	0.8

Current zoning of proposed additions to the CBD

GC (6)

LI (1)

MHP (1)

NS (1)

OI (7)

R-15 (9)

R-20 (1)

Central Business District (CBD)

CBD and Proposed Additions



CITY OF KENNESAW
GEOGRAPHIC INFORMATION SYSTEMS
(770) 424-8274

Deirdre Easterling
MAYOR
Lisa Alvarez
CITY CLERK

Jan 31, 2023

CBD_bp

1" = 533'

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Tracey Viars

Lynette Burnette

Pat Ferris

Antonio Jones

Trey Sinclair

Central Business District (CBD) Zoning District Frequently Asked Questions

Why is the City rezoning parcels from their existing zoning to Central Business District?

In the City's ongoing effort to revitalize Downtown Kennesaw, having a single zoning category that encourages a mixture of residential uses such as single-family homes and multi-family homes and offers a variety of commercial uses that offer an array of retail goods and services will aid in future redevelopment in achieving this goal.

What are the benefits of being in the Central Business District?

The CBD zoning category allows for relaxed building setbacks and aims at increasing the historical character of downtown. This means building additions and additions of allowable land uses are easier to obtain. This also will be of value when selling property to potential buyers. The CBD boundary also includes areas in the Historic District and therefore promote additional protection to the property owners.

How many parcels are proposed to be rezoned?

Approximately twenty-five (25) parcels

What is the process the City must go through to rezone these properties?

The City must follow the formal rezoning process which includes running legal ads, posting properties, sending out public notices to property owners (certified mail) and send out notices to property owners adjacent to the district. The City must then conduct two public hearings. The final one of the two hearings will be held before Mayor and Council where they will vote on this issue.

What if I cannot make the public hearings but I still have questions?

City staff will be happy to meet with anyone at your convenience to answer any questions.

What are my next steps if I am interested in participating in the downtown Central Business District rezoning initiative?

We will need a signed/notarized rezoning application form from the property owner as well as a copy of the property's deed. The application form has been provided within this packet. A copy of the property's deed is needed to verify the current property owner. This document is required anytime there is a rezoning.

You may submit the requested two documents in the following ways:

1. Scan and email to zoningdept@kennesaw-ga.gov in PDF format.
2. Submit in person at 2529 J O Stephenson Avenue, Kennesaw, GA 30144
3. Mail to ATTN: Zoning, 2529 J O Stephenson Avenue, Kennesaw, GA 30144
 - a. For your convenience, a pre-paid postage envelope has been enclosed

How can I contact City of Kennesaw staff?

Zoning staff are available between 8 a.m. and 5 p.m. Monday through Friday:

- In person at 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144
- By phone at (770) 590-8268 (Zoning Office)
- By e-mail at zoningdept@kennesaw-ga.gov

Darryl Simmons, Zoning Administrator

Direct: 770-424-8274 ext. 3121

E-mail: dsimmons@kennesaw-ga.gov

Albert Trevino, Assistant Zoning Administrator/Planner

Direct: 770-424-8274 ext. 3172

E-mail: atrevino@kennesaw-ga.gov



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

**CENTRAL BUSINESS DISTRICT
REZONING CHECKLIST**
Required Fee \$0

Darryl Simmons
Planning & Zoning Administrator

Albert Trevino
Assistant Zoning Administrator/Planner

For questions, please feel free to contact the Planning and Zoning Department at (770) 590-8268 or zoningdept@kennesaw-ga.gov.

CHECKLIST ITEMS

- ☐ **Application completed, signed and notarized**
- ☐ **A copy of the deed** for said property with full legal description
Please note: Copy of the deed is needed to verify the name of the property owner
- ☐ **Total Rezoning Fee – \$0**
- ☐ **The above items can be submitted in one of the following ways:**
 - 1. Scan and email to zoningdept@kennesaw-ga.gov in PDF format.**
 - 2. Submit in person at 2529 J O Stephenson Avenue, Kennesaw, GA 30144**
 - 3. Mail to ATTN: Zoning, 2529 J O Stephenson Avenue, Kennesaw, GA 30144**
 - a. For your convenience, a pre-paid postage envelope has been enclosed**



REZONING APPLICATION

Required Fee \$0

Date Received _____

Staff's Initials _____

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

Date of Consultation (if any/not required) _____

Staff's Initials _____

REZONING PROPERTY ADDRESS _____

Parcel ID Number: _____ Land Lot ____ Tax Parcel ____ Lot Size _____

Current Use _____ Buildings _____ Accessory Units _____

Current Zoning _____ To: Central Business District (CBD) _____

APPLICANT NAME City of Kennesaw, Georgia _____

Applicant E-mail zoningdept@kennesaw-ga.gov _____

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144 _____

Phone # (770) 590-8268 - Zoning Office _____

Applicant Signature _____ **Date** _____

Signed, sealed and delivered in presence of: _____

Notary

Date

REPRESENTATIVE NAME (IF APPLICABLE) _____

Phone # _____ Work # _____ Fax # _____

Representative Signature _____ **Date** _____

Signed, sealed and delivered in presence of: _____

Notary

Date

PROPERTY OWNER NAME (MUST CORRELATE TO NAME ON DEED): _____

Property Owner E-mail _____

Property Owner Mailing Address _____

Phone # _____

Property Owner Signature _____ **Date** _____

Signed, sealed and delivered in presence of: _____

Notary

Date

CENTRAL BUSINESS DISTRICT

CBD PHASE 1 COMPLETED PROJECTS

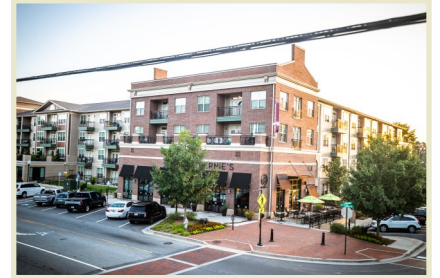
**Fullers Chase (Phase 1 & 2)
Park on Main
Prichard Park Neighborhood
The Enclave at Depot Park
The Nest
The Landings
Terraces at Depot Park
Revival on Main**

CBD PHASE 2 REZONING

WINTER - SPRING 2023

DOWNTOWN KENNESAW

REVIVAL ON MAIN



THE NEST

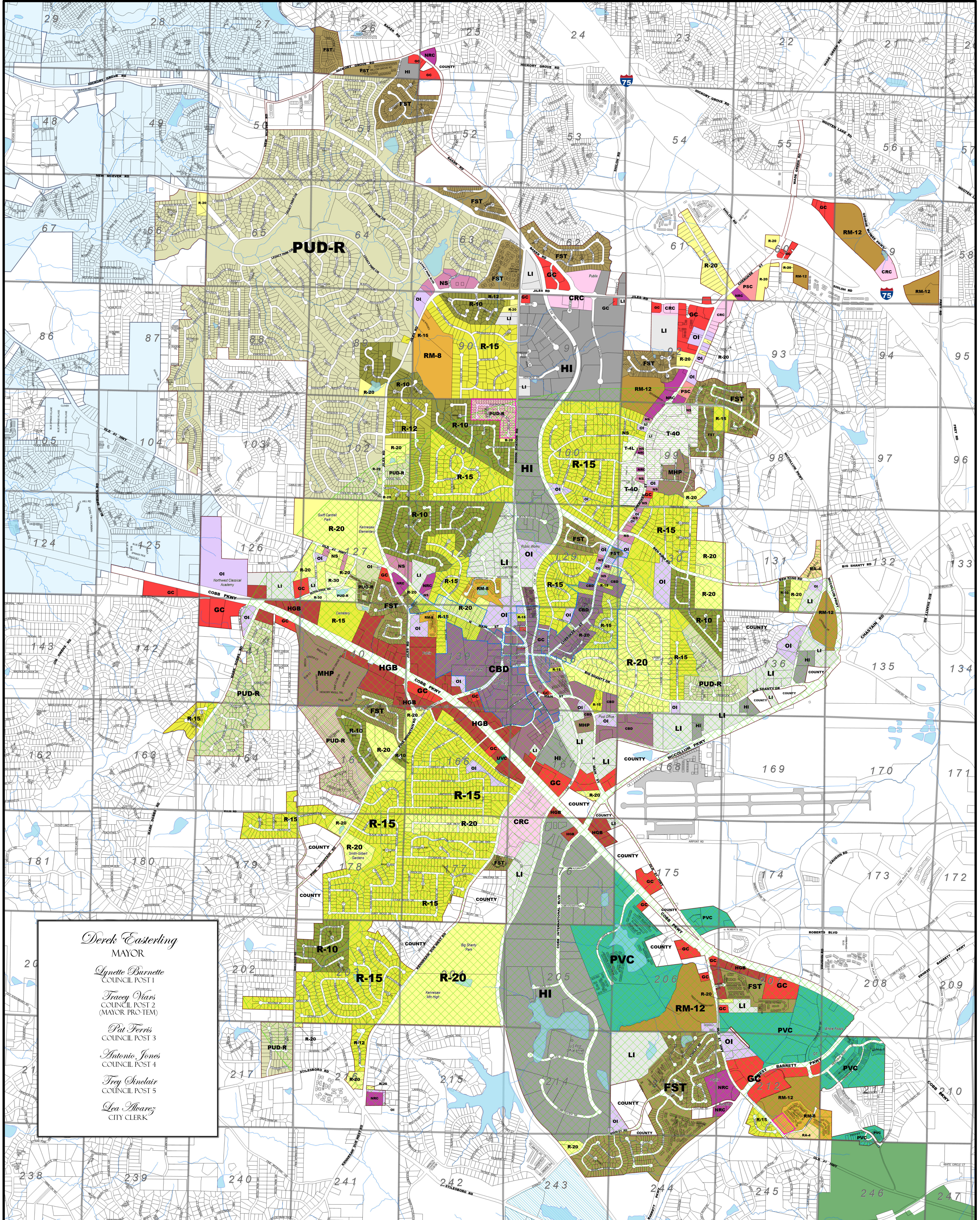


FULLERS CHASE



TERRACES AT DEPOT PARK





Derek Easterling
MAYOR

Lynette Burnette
COUNCIL POST 1

Tracey Viers
COUNCIL POST 2
(MAYOR PRO-TEM)

Pat Ferris
COUNCIL POST 3

Antonio Jones
COUNCIL POST 4

Trey Sinclair
COUNCIL POST 5

Lea Alvarez
CITY CLERK

Zoning Districts

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

Form Based Code

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

Zoning Overlays

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

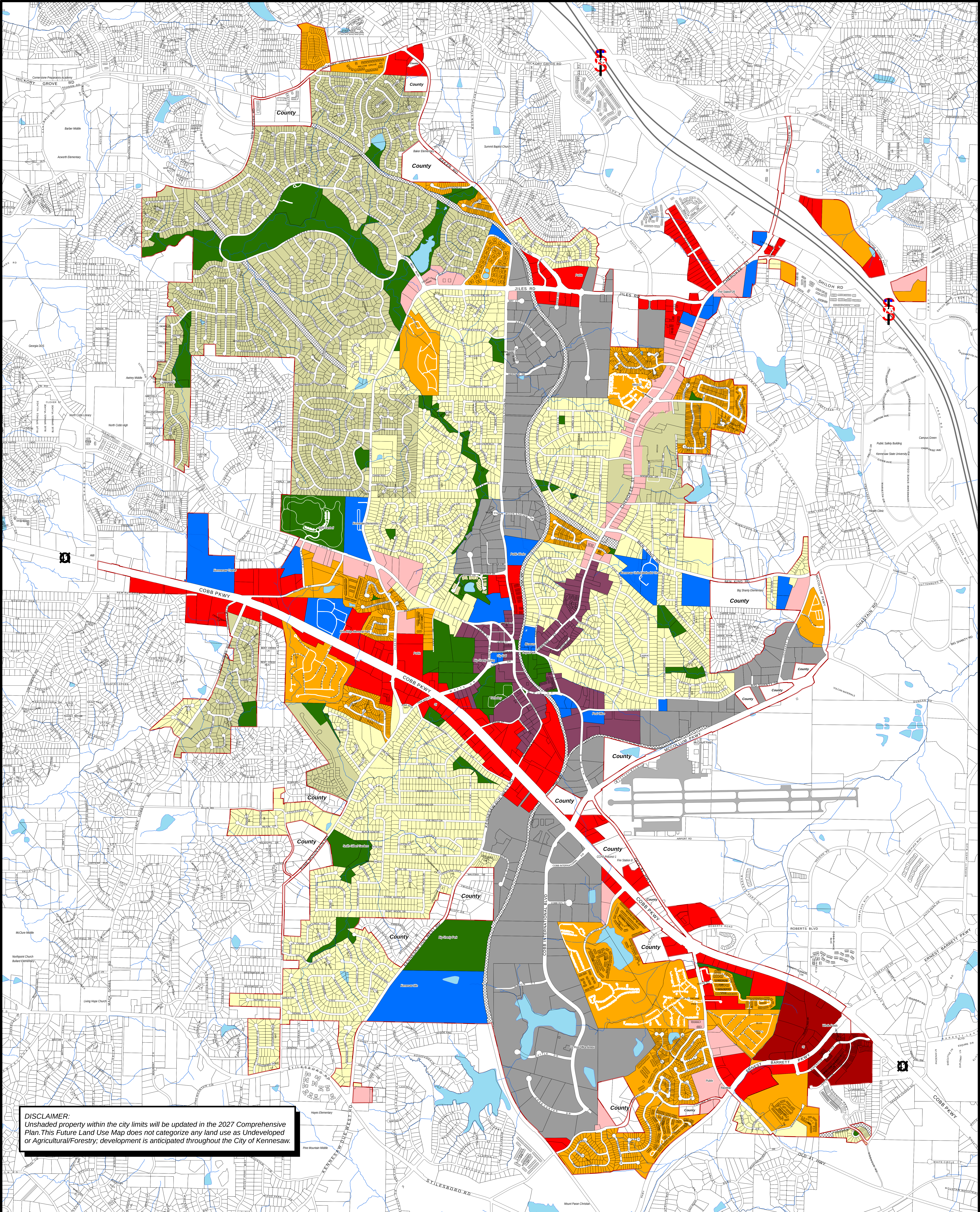
Acworth City Limits	Land Lots
Kennesaw City Limits	139
Kennesaw Mtn Nat'l Battlefield	
City Limits	

ADOPTED OFFICIAL ZONING MAP
MAYOR DEREK EASTERLING Signed map on file at City Hall

CITY OF KENNESAW
PLANNING & ZONING DEPT.
"ALWAYS PLANNING FORWARD"

Ordinance: 2023-01
Adopted: Feb 20, 2023
Revised: Feb 21, 2023
File: t2ZoningPoly.ep

1" = 700'



Future Land Use

NAC - Neighborhood Activity Center

CAC - Community Activity Center

DAC - Downtown Activity Center

RAC - Regional Activity Center

I - Industrial

PI - Public Service/Institutional

PRC - Park/Recreation/Conservation

RL - Residential Low/Medium

RH - Residential High

PUD - Planned Unit Development

TCU - Transportation Communication Utilities

Kennesaw City Limits

2022 Comprehensive Plan

Updated Future Land Use Map

CITY OF KENNESAW

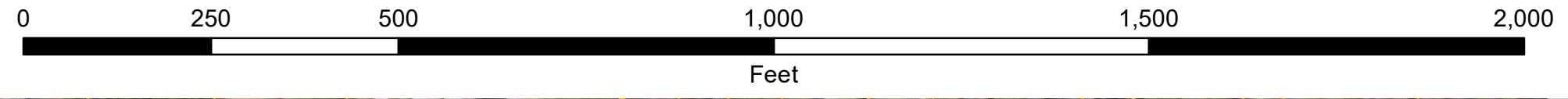
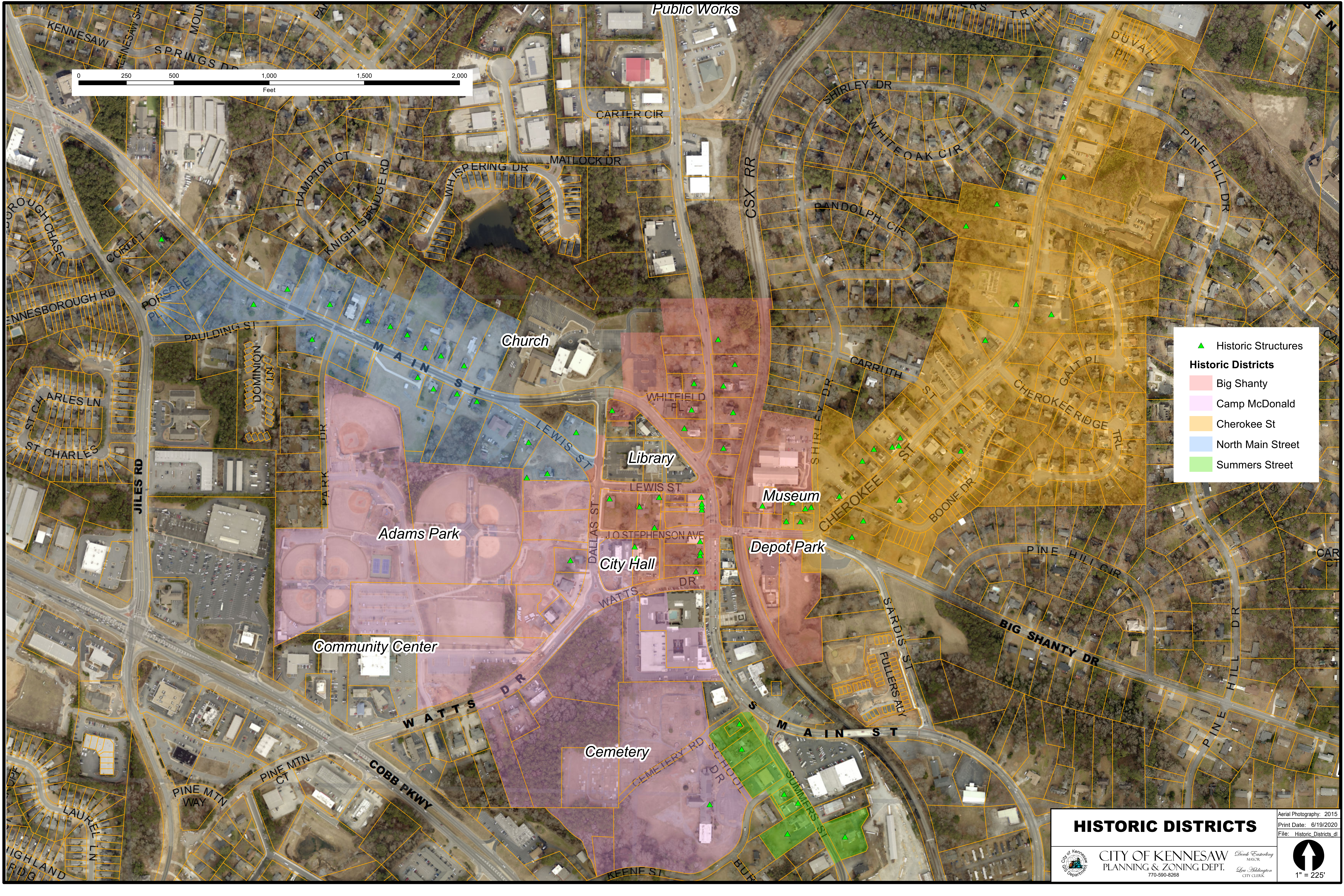
Planning & Zoning Dept.

Always Planning Forward

Revised: April 20, 2023

File: FutureLandUse_ep

1" = 200'



Historic Structures

Historic Districts

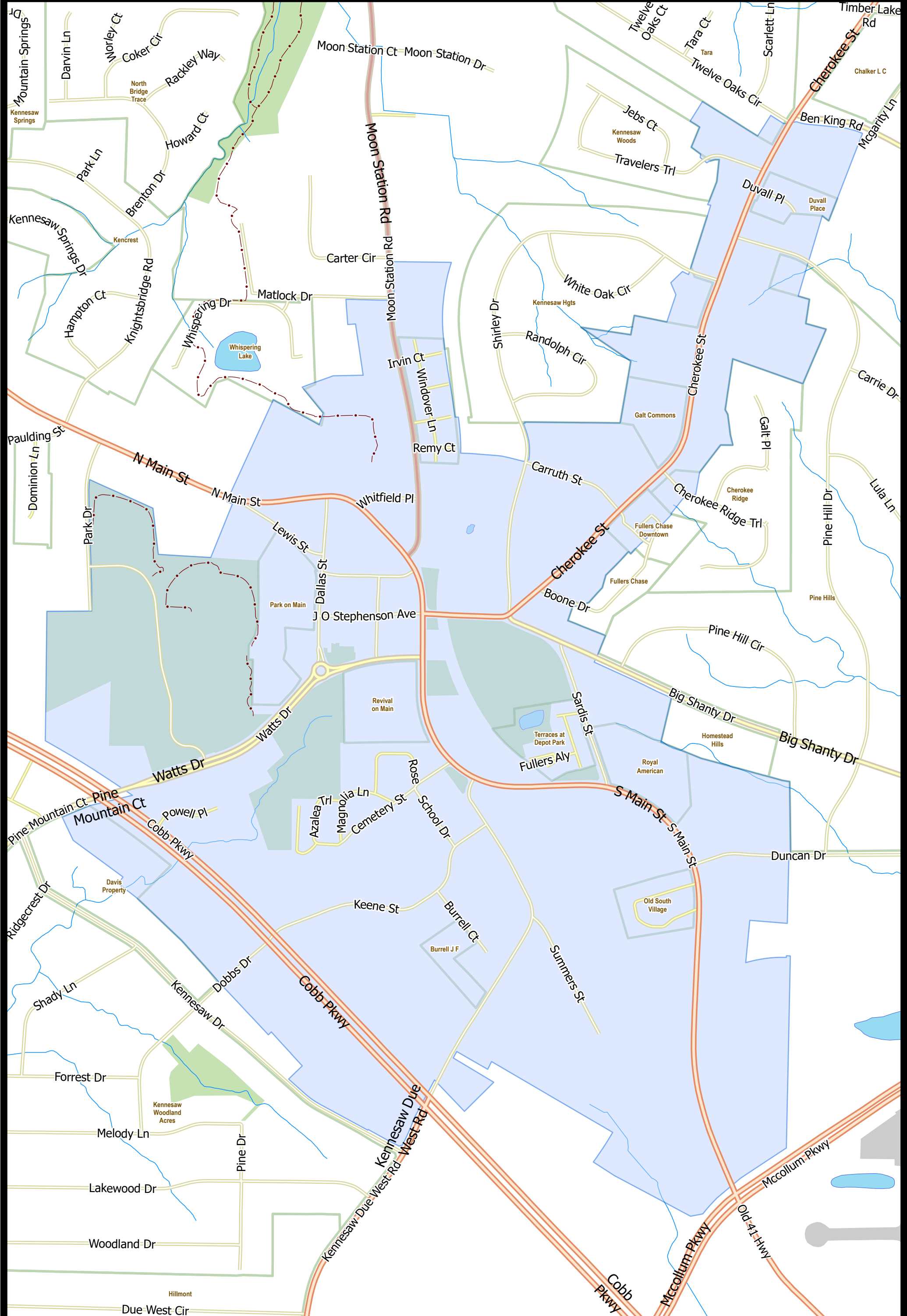
Big Shanty

Camp McDonald

Cherokee St

North Main Street

Summers Street



Boundaries Kennesaw Acworth	Subdivision Plats Residential Commercial	KDDA	KDDA CITY OF KENNESAW GEOGRAPHIC INFORMATION SYSTEMS (770) 424-8274 Deirdre Easterling MAYOR Lee Alvarez CITY CLERK Jun 23, 2021 City_Limits_dp  1" = 517'
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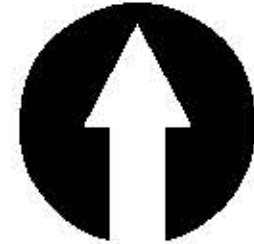


-  Entertainment District
-  Parks

**Downtown
Entertainment District**

CITY OF KENNESAW
GEOGRAPHIC INFORMATION SYSTEMS
(770) 424-8274

0 60 120
Feet
Revised: Jun 19, 2020
File: EntertainmentDistrict_dp



Agenda Item #2



- Case #: RZ2023-02(A)
- Address: 0 Cobb Parkway or parcel number 20013900990
- Property Owner: City of Kennesaw
- Application Type:
 - Rezoning
 - Consideration for approval to rezone subject property from Highway General Business (HGB) to Central Business District (CBD). Property is a vacant detention pond located in Adams Park, consists of 0.36 +/- acres and lies in land lot 139 and tax parcel 99.



LAND CASES		LAND USE OR ZONING	
		FROM	TO
AV	RZ2023-02	HGB	CBD
AX	LU		
DX	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	
HBR			
SLUP			
ZV			

0 Cobb Parkway
Land Lot 139, Tax Parcel 99

Subject Property

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

Doris Eustachy
 MAYOR

Lisa Murray
 CITY CLERK

Scale: 1" = 200'
 Print Date: 3/24/2023
 RZ2023-02A_Aerial Map

Case #: RZ2023-02(A)



REZONING APPLICATION

Required Fee ~~\$375.00~~ \$0

Date Received 3-17-2023

Staff's Initials AT

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

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

Date of Consultation N/A

Staff's Initials AT

REZONING PROPERTY ADDRESS 0 Cobb Parkway **Parcel:** 20013900990 **Adams Park**
(Detention Pond)

Land Lot 139 Tax Parcel 99 Lot Size 0.36 +/- acres

Resident Population 0 Housing Units 0 Other Buildings 0

Zoning Request from:

Present Zoning HGB To: CBD

For the purpose of: Rezoning from HGB to CBD

APPLICANT EMAIL zoningdept@kennesaw-ga.gov - Zoning Office **Applicant Name:** City of Kennesaw

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144

(Phone #) (770)-590-8268

Applicant Signature [Signature] Date 4-13-23

Signed, sealed and delivered in presence of: Miranda Taylor 4-13-23
Notary Date



REPRESENTATIVE _____

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

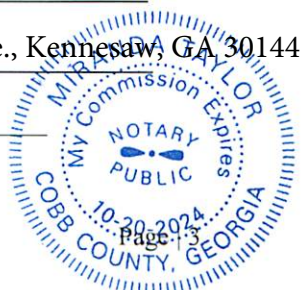
Representative Signature _____ Date _____

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

TITLEHOLDER: City of Kennesaw (Phone #) 770-424-8274

Signature: [Signature] Address 2529 J O Stephenson Ave., Kennesaw, GA 30144

Signed, sealed and delivered in presence of: Miranda Taylor 4-13-23
Notary Date



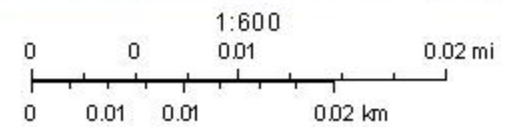
0 Cobb Parkway (PIN: 20013900990)



4/20/2023, 12:23:32 PM

 Parcels

 Subject property



Google Street View





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

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

Regarding the above statement, please answer "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:

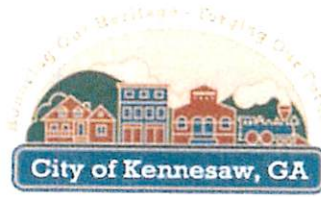
An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 20 day of April, 2023

Applicant Signature: [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.



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

PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

Rezoning from HGB to CBD

The property referred to is located at:

O Cobb Parkway

and is within a 200 foot radius of your property. It is described as Land Lot 139 20th District, 2nd Section, Tax Parcel 99 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 05/03 at 6:30 ~~7:00~~ p.m., and the Mayor and Council on 05/15 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning

Commission, Mayor and Council, sends this notice to you.

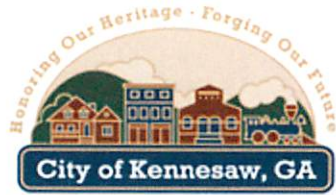
Any questions, please contact:
Planning & Zoning Department
zoningdept@kennesaw-ga.gov
(770)-590-8268

Dated

4-13-23

Applicant

Pg/A



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

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200-feet will be mailed out on or before 04/14/2023 in accordance with the application requirements.

4/20/23

Date

[Signature]

Applicant or Authorized Agent

Sworn and subscribed before me this 20th day of April 2023

Miranda Taylor

Notary Public Signature

[Notary Stamp]



CITY OF KENNESAW LAND USE NOTICE

APPLICATION # **RZ2023-02**

Rezone to Central Business District.
CBD Expansion Phase 2.

DATE OF PUBLIC MEETING: 5/3/2023 TIME: 6:30PM

DATE OF PUBLIC MEETING: 5/15/2023 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](http://www.kennesaw-ga.gov)

FOR FURTHER INFORMATION PLEASE CALL :
PLANNING AND ZONING DEPARTMENT 770-590-8268

04.18.2023 09:13

State of Georgia, under the trade name: Dumpster Rental Smyrna and that the nature of said business is: provide roll off dumpsters for rent to commercial and residential customers and that said business is composed of the following: Robert Hamilton 2212 Yager Creek Drive Apt. E Charlotte, NC 28273

This 11th day of April, 2023

Connie Taylor
Clerk of Superior Court, Cobb County
4:14,21-2023

MDJ-3620
GP-6
APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Smyrna, County of Cobb, State of Georgia under the name of: THE ATLANTIC VININGS and that the nature of the business is Apartment Rentals and that said business is composed of the following: (Partnership) Business address: BLUE ATLANTIC VININGS, LP 3385 Atlanta Rd SE Smyrna, GA 30080

This affidavit is made in compliance with Georgia Code Annotated Title 10 Chapter 1 Section 490.

4:14,21-2023

3065

Planning Commission

MDJ-3496
GP-16
City of Acworth
Public Hearing

The City of Acworth hereby gives notice that a Public Hearing will be held to give consideration to a rezoning request by Rolling Thunder, LLC, for properties located in Land Lots 23 and 80, Parcels 1, 19, and 112 of the 20th District, 2nd Section of Cobb County, Georgia (3836 & 4643 Cowan Road and 4691 Old Cowan Road). The applicant is requesting to rezone the tract from RM-6; R-5 to RM-6, Multi-Family Residential.

The City of Acworth hereby gives no-

Heren Hair Stamps Revocable Trust, owner) requesting rezoning from HI, R-20 to RRC for mixed use; retail, multifamily in Land Lots 175, 176, 283, and 284 of the 12th District. Located on the east and west side of River View Road, northeast of Veterans Memorial Highway (6324, 6330 River View Road).

Z-15 SDP ACQUISITIONS, LLC (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; VKEP-B, LLC owners) requesting rezoning from R-20, RA-4, GC, OI, NS, OS to PVC, OS for mixed Use; townhomes, multifamily, office, retail, warehouse in Land Lots 364, 365, 428, and 429 of the 16th District. Located on the south side of Chastain Road, on the west side of Chastain Meadows Parkway (Chastain Road, Chastain Meadows Parkway).

Temporary Land Use Permits
LUP-7 SANDY CLOUGH (Sandra L. Clough and Richard C. Clough, owners) requests a Temporary Land Use Permit (Renewal) to allow an artist's studio and the storage of art prints in Land Lot 336 of the 20th District. Located on the west side of Trail Road, north of the intersection of Trail Road and Midway Road (25 Trail Road).

LUP-8 ANDREW BECHTOLD (Andrew Boyd Bechtold, owner) requests a Temporary Land Use Permit to allow a photography studio in Land Lot 871 of the 17th District. Located on the west side of Old Virginia Court, north of Terrell Mill Road (1362 Old Virginia Court).

SPECIAL LAND USE PERMIT
SLUP-3 ALEXANDRIA HOLDINGS GROUP INC. (Lux Homes, LLC, owner) requests a Special Land Use Permit for used auto sales in Land Lot 37 of the 17th District. Located on the south side of Veterans Memorial Highway, west of Puckett Drive (621, 633, 651 Veterans Memorial Highway).

SLUP-4 RAY MURPHY (Ray Murphy, owner) requests a Special Land Use Permit (Renewal) for an automobile storage yards and wrecker services for damaged or confiscated vehicles in Land Lots 154 and 155 of the 17th District. Located on the northwest side of

at 6:30 P.M. and the Mayor and Council will hold a public hearing on May 15, 2023, at 6:30 P.M. Both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.

4:14,21-2023

MDJ-3594
GP-16
City of Kennesaw
Rezoning Request

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by the City of Kennesaw. Said request is to change the zoning of the following properties from their current zoning designation to Central Business District: 0 Cobb Parkway (Parcel Number 20013900990), 2681 S Main Street, 2716 S Main Street, 2753 Watts Drive, 2754 S Main Street, 2817 Sardis Street and 2971 N Main Street. This is a city initiated rezoning, phase 2, to expand the downtown Central Business District zoning district.

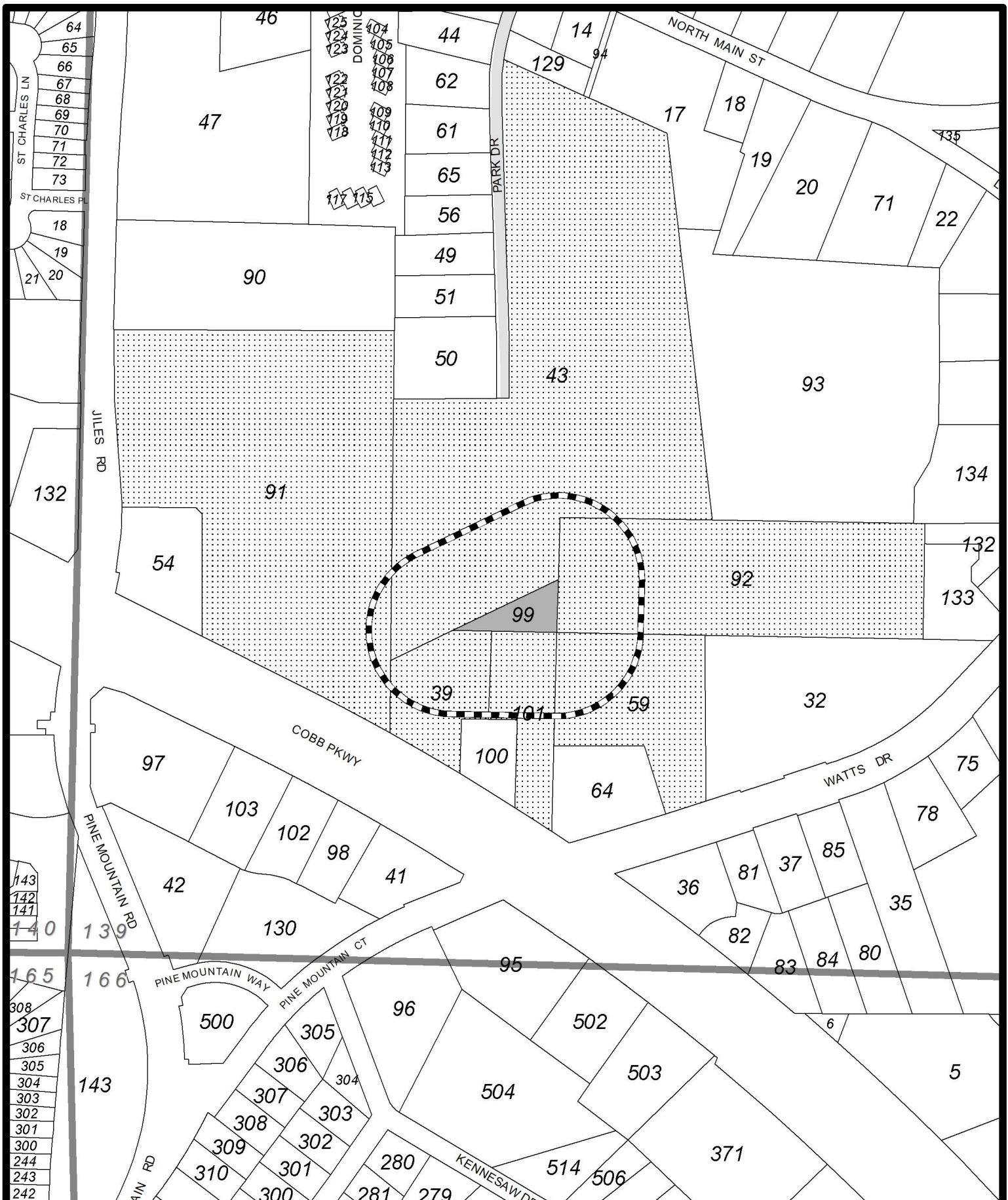
Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30PM and the Mayor and Council will hold a public hearing on May 15, 2023 at 6:30PM both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person as well as through Zoom Meeting and Facebook Live and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.

4:14,21-2023

ty	4:14,21-2023
	MDJ-3594
	GPN-16
	City of Kennesaw
	Rezoning Request
or-	Notice is hereby given that the City of
tai-	Kennesaw shall hold public hearings to
d to	give consideration for a rezoning re-
ac-	quest submitted by the City of Kenne-
ess	saw. Said request is to change the zon-
dis-	ing of the following properties from
be	their current zoning designation to
TE	Central Business District: 0 Cobb
trial	Parkway (Parcel Number
Co-	20013900990), 2681 S Main Street, 2716 S
	Main Street, 2753 Watts Drive, 2754 S
	Main Street, 2817 Sardis Street and
	2971 N Main Street. This is a city initi-
	ated rezoning, phase 2, to expand the
	downtown Central Business District
	zoning district.
	Said meetings shall be held before the
	Planning Commission on May 3, 2023
	at 6:30PM and the Mayor and Council
	will hold a public hearing on May 15,
hat	2023 at 6:30PM both meetings to be
the	held at 2529 J.O. Stephenson Avenue,
in	Kennesaw, Georgia. Any interested
ade	persons may attend and be heard rela-
the	tive thereto.
ing	Mayor and Council will be conducting
s is	their meeting in person as well as
EN-	through Zoom Meeting and Facebook
via-	Live and you can access the meeting
	via the following link: https://www.facebook.com/CityofKennesaw/
	Any interested citizens are invited to
	email
	kennesawcouncil@kennesaw-ga.gov .
	4:14,21-2023
	MDJ-3595



-  Subject Parcel
-  200' Radius
-  Properties Notified

0 Cobb Parkway
Land Lot 139,
Tax Parcel 99

RZ2023-02
200' PROPERTY NOTIFICATION



CITY OF KENNESAW
 PLANNING & ZONING DEPT.
 770-590-5268

Derek Esseling
 MAYOR
Lee Murray
 CITY CLERK

Date: 3/24/2023
 RZ2023-02A Notification Map

 1" = 300'

Tax Parcel - 20013900590

KENNESAW CITY OF
2529 J O STEPHENS AVE
KENNESAW GA 30144

Tax Parcel - 20013900920

KENNESAW CITY OF
2529 J O STEPHENSON DR
KENNESAW GA 30144

Tax Parcel - 20013900390

DRP COMPANY INC
4308 W CAYUGA ST
TAMPA FL 33614-6951

Tax Parcel - 20013900910

REDWOOD COBB LLC & SV COBB LLC & MSD
COBB LLC
C/O WESTWOOD FINANCIAL CORP 11440 SAN
VICENTE BLVD
LOS ANGELES CA 90049

Tax Parcel - 20013900430

KENNESAW CITY OF
2539 PARK DR
KENNESAW GA 30144

Tax Parcel - 20013901010

DOLGENCORP INC 1757 C/O CTMI LLC
100 MISSION RDG
GOODLETTSVILLE TN 37072

Tax Parcel - 20013900990

KENNESAW CITY OF
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Agenda Item #2



- Case #: RZ2023-02(B)
- Address: 2681 S Main Street or parcel number 20016700140
- Property Owner: Old South Village, LLC c/o Kodiak Ventures
- Application Type:
 - Rezoning
 - Consideration for approval to rezone subject property from Mobile Home Park (MHP) to Central Business District (CBD). Property is an existing mobile home community known as “Old South Village.” The property consists of approximately 30 +/- mobile home lots. It is currently zoned Mobile Home Park (MHP), consists of 3.6 +/- acres and lies in land lot 167 and tax parcel 14.



LAND CASES

AV
AX
DX
HBR
SLUP
ZV

RZ2023-02
LU
AV – Administrative Variance AX – Annexation DX – De-annexation HBR – Historic Board Review LU – Land Use RZ – Re-zoning SLUP – Special Land Use ZV – Variance

LAND USE OR ZONING	
FROM	TO
MHP	CBD
ZONING	
KENNESAW CITY LIMITS	
COBB COUNTY	
LAND LOT	

2681 S Main Street
Land Lot 167, Tax Parcel 14

Subject Property

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

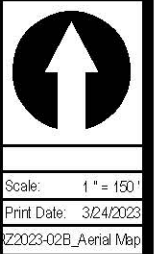
Donna Eschenberg
 MAYOR

Dea Henry
 CITY CLERK

Scale: 1" = 150'

Print Date: 3/24/2023

22023-02B_Aerial Map



Case #: RZ2023-02(B)



REZONING APPLICATION

Required Fee \$0

Date Received 2/27/2023
Staff's Initials AT

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

Date of Consultation (if any/not required) N/A Staff's Initials AT

REZONING PROPERTY ADDRESS 2681 South Main Street, Kennesaw, GA 30144

Parcel ID Number: 20016700140 Land Lot 167 Tax Parcel 14 Lot Size 3.85 +/- acres

Current Use Residential Buildings Various Accessory Units Various

Current Zoning Mobile Home Park (MHP) To: Central Business District (CBD)

APPLICANT NAME City of Kennesaw, Georgia

Applicant E-mail zoningdept@kennesaw-ga.gov

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144

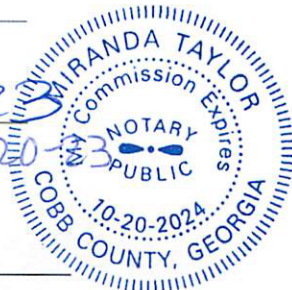
Phone # (770) 590-8268 - Zoning Office

Applicant Signature [Signature] Date 4-20-23

Signed, sealed and delivered in presence of: [Signature] 4-20-23

Notary

Date



REPRESENTATIVE NAME (IF APPLICABLE) _____

Phone # _____ Work # _____ Fax # _____

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____

Notary

Date

PROPERTY OWNER NAME (MUST CORRELATE TO NAME ON DEED): _____

Property Owner E-mail [Redacted]

Property Owner Mailing Address P.O. Box 684448 Marietta GA 30068

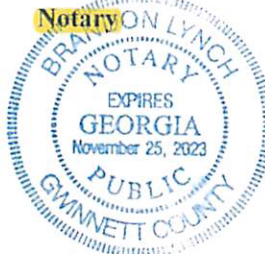
Phone # [Redacted]

Property Owner Signature [Signature] Date 2/24/23

Signed, sealed and delivered in presence of: [Signature] 2/24/2023

Notary

Date



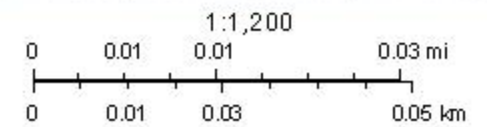
2681 S Main Street (PIN: 20016700140)



4/20/2023, 1:00:37 PM

 Parcels

 Subject property



Google Street View





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

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

Regarding the above statement, please answer "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 20 day of April, 2023

Applicant Signature: [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.



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

PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

Rezoning from MHP to CBD

The property referred to is located at:

2681 S Main Street

and is within a 200 foot radius of your property. It is described as Land Lot 167 20th District, 2nd Section, Tax Parcel 14 in the City of Kennesaw.

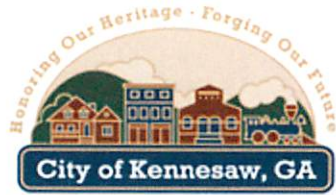
The said application will come up for hearing before the Planning Commission on 05/03 at 6:30 p.m., and the Mayor and Council on 05/15 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning

Commission, Mayor and Council, sends this notice to you.

Any questions, please contact:
Planning & Zoning Department
zoningdept@kennesaw-ga.gov
(770)-590-8268

Dated 4-13-23

Applicant PJA



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

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200-feet will be mailed out on or before 04/14/2023 in accordance with the application requirements.

4/20/23

Date

[Signature]

Applicant or Authorized Agent

Sworn and subscribed before me this 20th day of April 2023

Miranda Taylor

Notary Public Signature

[Notary Stamp]



Mail



After recording please return to:

The Katz Law Firm PC
5887 Glenridge Drive Suite 280
Atlanta, Georgia 30328

Cross Reference Plat Book 47 Page 166
Cross Reference Deed Book 14746 Page 95

Quit Claim Deed

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, made the 23rd day of **January**, in the year Two Thousand Fifteen **2015**, between **Old South Investors, LLC.** located at P.O. Box 725249 Atlanta, GA 31139, as party or parties of the first part, hereinafter called ("Grantor"), and **Old South Village, LLC.** located at P.O. Box 725249 Atlanta, GA 31139, 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 (\$10.00) TEN DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and since Grantee was to be the original person on the Deed, not the Grantor, the Grantor has granted, bargained, sold, aliened, conveyed, and by these presents does grant bargain, sell, alien, convey and forever **Quit Claim** unto the said Grantee, the below described tract or parcel of land on Exhibit "A" the Legal Description, Subject to the Permitted Exceptions on Exhibit "B", and subject to the Security Deed and Assignment of Rents to Touchmark National Bank, herein, more fully and completely described as follows:

Real Property Address / Commonly Known as:

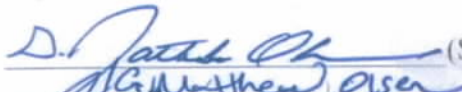
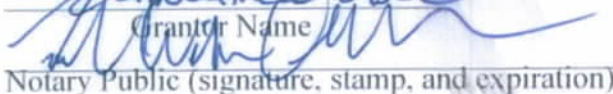
2681 South Main Street, Kennesaw, Georgia 30144

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District of Cobb County, Georgia (hereinafter referred to as the "Land"), and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

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 behalf of said Grantee, and not to the Grantor or anyone else.

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

Signed, sealed and delivered in the presence of:

 (Seal)
Grantor Name

Notary Public (signature, stamp, and expiration)

Farrah Wilson Olsen
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires November 11, 2017


Witness

BK: 15214 PG: 5479-5496
Filed and Recorded Jan-30-2015 11:44:40AM
DOCH: D2015-006485
Real Estate Transfer Tax \$0.00
0332015001394


REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 of the 20th District, 2nd Section, Cobb County, Georgia, and being the property of Mrs. Elizabeth C. Grogan, as per plat recorded at Plat Book 47, Page 186, Cobb County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point on the West side of Old U.S. Highway 41, 431.4 feet North, as measured along the West side of Old U.S. Highway 41 from the intersection of the West side of Old U.S. Highway 41 and the centerline of a railway spur track; running thence Northerly along the Westerly side of Old U.S. Highway 41 and following the curvature thereof 375.76 feet to an iron pin at the Southeast corner of property of B.D. Hood; thence South 73 degrees 19 minutes 29 seconds West 471.34 feet to an iron pin on the Northeastly right-of-way of W & A Railroad; thence South 16 degrees 37 minutes 40 seconds East 318.10 feet to an iron pin; thence North 80 degrees 9 minutes 38 seconds East along the North line of property of E.R. Wilbur 395.35 feet to a point on the Westerly right-of-way of Old U.S. Highway 41, being the point of beginning.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in Land Lot 1167 of the 20th District, 2nd Section, Cobb County, Georgia being more particularly described as follows:

Commencing at the point of intersection of the centerline of a railway spur track and the westerly right-of-way of South Main Street also known as Old Highway 41 (60' R/W); Thence northerly along said westerly right-of-way, 431.40 feet to a #5 rebar set at the northeasterly corner of the lands of Richards-Gilstrap Holdings, LLC (Deed Book 14746, Page 95), said point being the TRUE POINT OF BEGINNING;

Thence leaving said westerly right-of-way along the northerly boundary of the lands of Richards-Gilstrap Holdings, LLC South 81 degrees 24 minutes 04 seconds West, 391.54 feet to a #4 rebar found on the easterly right-of-way of the Western & Atlantic Railroad (66' R/W);

Thence along said easterly right-of-way North 16 degrees 49 minutes 30 seconds West, 318.10 feet to a #5 rebar set at the southwesterly corner of the lands of Fred H. Chalker;

Thence along the southerly boundary of Fred H. Chalker North 74 degrees 21 minutes 22 seconds East, 244.66 feet to a #4 rebar found at the southwesterly corner of the lands of Misuni C. Edwards and Doug L. Edwards (Deed Book 14380, Page 4165);

Thence along the southerly boundary of the lands of Misuni C. Edwards and Doug L. Edwards North 74 degrees 32 minutes 07 seconds East, 226.68 feet to a #4 rebar found on the westerly right-of-way of South Main Street (60' R/W);

Thence along said westerly right-of-way the following courses and distances:

Along a curve to the right, an arc distance of 244.36 feet, said curve having a radius of 690.76 feet and being subtended by a chord of 243.09 feet, at South 07 degrees 24 minutes 58 seconds East, to a point; South 02 degrees 43 minutes 06 seconds West, 131.45 feet to a #5 rebar set, said point being the TRUE POINT OF BEGINNING;

Said tract or parcel of land contains 3.499 acres and is more accurately depicted on a plat of survey prepared by Surveys Plus, Inc., dated September 7, 2011, job number 4498.

EXHIBIT "B"
PERMITTED EXCEPTIONS

- 1) All matters as shown on that certain ALTA/ACSM Land Title Survey prepared for Touchmark National Bank, North Atlanta Law Group, P.C., First American Title Insurance Company, Law Firm of Hodges and Broadaway and Virginia A. Brown prepared by Surveys Plus, Inc., bearing the seal of Joseph T. Baker, GRLS No. 2674 dated September 7, 2011, as last revised October 3, 2011, including the following:
 - (A) Block & Wood Wall encroaches into right-of-way of South Main Street (Old Highway 41);
 - (B) Brick Wall located in the following areas:
 - (i) Along the eastern boundary;
 - (ii) In the northeast corner around Mobile Home #21;
 - (iii) Around the Dumpster pad in the Northeast corner;
 - (iv) Around the 2-story Brick Building in the Southeast corner.
 - (C) The following utilities/lines running throughout the property:
 - (i) Sanitary sewer;
 - (ii) CATV;
 - (iii) Power/Electrical lines (both overhead and underground);
 - (iv) Gas lines;
 - (v) Water lines; and
 - (vi) Pump Station.
- 2) Boundary Line Agreement by and between Elizabeth C. Grogan and E. R. Wilbur, dated _____, 1969, filed June 24, 1969 and recorded in Deed Book 1104, Page 690, records of the Superior Court of Cobb County, Georgia.
- 3) Boundary Line Agreement by and between Elizabeth C. Grogan and B. D. Hood, dated _____, 1969, filed June 24, 1969 and recorded in Deed Book 1104, Page 696, aforesaid records.
- 4) Easement from Cecil N. Brown to Georgia Power Company, dated July 31, 1969, filed October 13, 1969 and recorded in Deed Book 1123, Page 93, aforesaid records.
- 5) All matters affecting subject property as shown on plat recorded in Plat Book 47, Page 186, aforesaid records.
- 6) Rights of any railroad(s), its successors and/or assigns, in and to any railroad track or spurs, including appurtenances thereto and easements thereof, located within the boundaries of the subject property.
- 7) All taxes for the year 2012 and subsequent years which are liens but which are not yet due and payable.

Return to:
R.E. HODGES, JR., LLC
 678.445.4926
 2230 Towne Lake Parkway
 Building. 200, Suite 120
 Woodstock, GA 30189 **B300A032**

RECORDATION REQUESTED BY:

Touchmark National Bank
 Alpharetta
 3651 Old Milton Parkway
 Alpharetta, GA 30005

WHEN RECORDED MAIL TO:

Touchmark National Bank
 Alpharetta
 3651 Old Milton Parkway
 Alpharetta, GA 30005

SEND TAX NOTICES TO:

Touchmark National Bank
 Alpharetta
 3651 Old Milton Parkway
 Alpharetta, GA 30005

SECURITY DEED

THIS SECURITY DEED dated October 25, 2011, is made and executed between Old South Investors LLC, whose address is PO Box 1430, Bridgehampton, NY 11932 (referred to below as "Grantor") and Touchmark National Bank, whose address is 3651 Old Milton Parkway, Alpharetta, GA 30005 (referred to below as "Lender").

GRANT OF SECURITY DEED. FOR AND IN CONSIDERATION of the financial accommodations to Grantor by Lender resulting in the obligation which is hereinafter more particularly described, and in order to secure that obligation, Grantor hereby grants, bargains, conveys, transfers, assigns and sells to Lender all of Grantor's right, title, and interest in and to the following described real property: **The Real Property is located in Cobb County, State of Georgia and is described as follows:**

See the exhibit or other description document which is attached to this Security Deed and made a part of this Security Deed as if fully set forth herein.

TOGETHER WITH ANY AND ALL of the following: (i) all buildings, structures and improvements now or hereafter located on the real property or on any part or parcel thereof and all fixtures affixed or attached, actually or constructively, thereto, (ii) all and singular the tenements, hereditaments, easements and appurtenances belonging thereunto or in any wise appertaining thereto and the reversion and reversions, remainder or remainders thereof; (iii) all Rents accruing therefrom, whether now or hereafter due, (iv) all accounts and contract rights now or hereafter arising in connection with any part or parcel thereof or any buildings, structures or improvements now or hereafter located thereon, including without limitation all accounts and contract rights in and to all leases or undertakings to lease now or hereafter affecting the land or any buildings, structures, or improvements thereon; (v) all minerals, flowers, crops, trees, timber, shrubbery and other emblements now or hereafter located thereon or thereunder or on or under any part or parcel thereof; (vi) all estates, rights, title and interest therein, or in any part or parcel thereof; (vii) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings, and mobile homes, modular homes and all personal property of every kind or description whatsoever now or hereafter located thereon, or in or on the buildings, structures and improvements thereon, and used in connection with the operation and maintenance thereof, and all additions thereto and replacements thereof; and (viii) all building materials, supplies, goods and equipment delivered thereto and placed thereon for the purpose of being affixed to or installed or incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon or any part or parcel thereof.

The Real Property or its address is commonly known as 2681 S. Main Street, Kennesaw, GA 30144.

THIS SECURITY DEED, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$242,500.00 WHICH HAS THE MATURITY DATE OF NOVEMBER 1, 2021, AND THIS SECURITY DEED. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL THE RELATED DOCUMENTS, AND THIS SECURITY DEED. IT IS THE INTENTION OF GRANTOR AND LENDER TO CREATE A PERPETUAL OR INDEFINITE SECURITY INTEREST IN THE REAL PROPERTY DESCRIBED IN THIS SECURITY DEED PURSUANT TO O.C.G.A. 44-14-80 AND TO AGREE THAT TITLE SHALL NOT REVERT TO GRANTOR FOR A PERIOD OF TWENTY (20) YEARS FROM THE DATE OF THIS SECURITY DEED. HOWEVER, NOTHING IN THIS PARAGRAPH WILL IMPAIR LENDER'S RIGHTS TO COLLECTION OF THE INDEBTEDNESS AND FORECLOSURE OF THE SECURITY INTEREST IF THE INDEBTEDNESS IS NOT REPAYED WHEN DUE. THIS SECURITY DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Security Deed, Grantor shall pay to Lender all amounts secured by this Security Deed as they become due and shall strictly perform all of Grantor's obligations under this Security Deed and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Loan No: 1702200126

**SECURITY DEED
(Continued)**

Page 2

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Security Deed. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Security Deed or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Security Deed, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Security Deed and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Security Deed.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Security Deed upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property. A "sale or transfer" means the conveyance of Property or any right, title or interest in the Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Property, or by any other method of conveyance of an interest in the Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Georgia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Security Deed:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Security Deed, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges

Loan No: 1702200126

**SECURITY DEED
(Continued)**

Page 3

that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Security Deed:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds Ten Percent (10.00%) of the loan amount. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Security Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Security Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Security Deed or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Security Deed or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Security Deed also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Security Deed:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Security Deed, and (b) Grantor has the full right, power, and authority to execute and deliver this Security Deed to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Security Deed, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party

Loan No: 1702200126

**SECURITY DEED
(Continued)**

Page 4

in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Security Deed shall survive the execution and delivery of this Security Deed, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Security Deed:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable attorneys' fees and costs and expenses, including court costs that are incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Security Deed:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Security Deed and take whatever other action is requested by Lender to perfect and continue Lender's security interest on the Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Security Deed, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Security Deed.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Security Deed or upon all or any part of the indebtedness secured by this Security Deed; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Security Deed; (3) a tax on this type of Security Deed chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Security Deed, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Security Deed as a security agreement are a part of this Security Deed:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Security Deed in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Security Deed as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Security Deed may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Security Deed.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Security Deed:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Security Deed, and the Related Documents, and (2) the liens and security interests created by this Security Deed as first and prior liens on the Property, whether

Loan No: 1702200126

**SECURITY DEED
(Continued)**

Page 5

now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Security Deed, Lender shall execute and deliver to Grantor a suitable satisfaction of this Security Deed and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Security Deed:

Fraud or Material Misrepresentation. Grantor commits fraud or material misrepresentation in connection with the terms of the Note.

Payment Default. Grantor fails to meet the repayment terms of the Note for any outstanding balance.

Other Defaults. Grantor's act or failure to act adversely affects Lender's security interest in the Property, or any right of Lender's in such security.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Security Deed within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S REMEDIES AND POWER OF SALE. Upon the occurrence of an Event of Default, Lender shall have the following rights, powers, and remedies:

Accelerate Indebtedness. Lender, at Lender's option and election and without notice to Grantor, may declare all or any portion of the Indebtedness to be immediately due and payable, whereupon the same shall be and shall become due and payable forthwith without presentment demand, protest or notice of any kind, all of which are expressly waived by Grantor.

Entry and Possession. Lender may enter upon the Property, or any part thereof, and take possession of the Property, excluding therefrom Grantor and all agents, employees and representatives of Grantor; employ a manager of the Property or any part thereof; hold, store, use, operate, manage, control, maintain and lease the Property or any part thereof; conduct business thereon; make all necessary and appropriate repairs, renewals, and replacements; keep the Property insured; and carry out or enter into agreements of any kind with respect to the Property.

Collection of Rents. Lender may collect and receive all Rents from the Property and apply the same to the Indebtedness, after deducting therefrom all costs, charges, and expenses of taking, holding, managing, and operating the Property, including the fees and expenses of Lender's attorneys, and agents.

Payments. Lender may pay any sum or sums deemed necessary or appropriate by Lender to protect the Property or any part of the Property or Lender's interest in the Property.

Other Remedies. Lender may exercise all rights and remedies contained in any Related Document, heretofore, concurrently herewith or in the future executed by Grantor in favor of Lender in connection with the transactions resulting in the Indebtedness or any part thereof.

Appointment of Receiver. Lender may make application to any court and be entitled to the appointment of a receiver to take charge of the Property or any part thereof without alleging or proving, or having any consideration given to, the insolvency of Grantor, the value of the Property as security for the Indebtedness, or any other matter usually incident to the appointment of a receiver.

UCC Remedies. With respect to the Personal Property in which a security interest is herein granted, Lender may exercise any or all of the rights accruing to a secured party under this Security Deed, the Uniform Commercial Code (Sections 11-9-101 et. seq. of the Ga. Code Annotated) and any other applicable law. Grantor shall, if Lender requests, assemble all such Personal Property and make it available to Lender at a place or places to be designated by Lender, which shall be reasonably convenient to Grantor and Lender. Any notice required to be given by Lender of a public or private sale, lease or other disposition of the Personal Property or any other intended action by Lender may be delivered personally to Grantor or may be deposited in the United States mail with postage prepaid duly addressed to Grantor at the address of Grantor last known to Lender at least five (5) business days prior to such proposed action, and shall constitute reasonable and fair notice to Grantor of any such action.

Power of Sale. Lender may sell the Property, or any part thereof or any interest therein, separately, at Lender's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Property, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place and terms of such sale by advertisement, published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to Grantor, and Grantor hereby waives all other notices. Lender may bid and purchase at any such sale, and Lender may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Property, or the part thereof or interest therein sold. Lender's conveyance may contain recitals as to the occurrence of an Event of Default, under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were in all things duly complied with. The recitals made by Lender shall be binding and conclusive upon Grantor, and the sale and conveyance made by Lender shall divest Grantor of all right, title, interest and equity that

**SECURITY DEED
(Continued)**

Loan No: 1702200126

Page 6

Grantor may have had in, to and under the Property, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. Lender may hold one or more sales hereunder until the indebtedness has been satisfied in full. Grantor hereby constitutes and appoints Lender as Grantor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance and to make such recitals, and Grantor hereby ratifies and confirms all of the acts and doings of Lender as Grantor's agent and attorney-in-fact hereunder. Lender's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by insolvency, incompetency, death or otherwise, and shall not be exhausted until the indebtedness has been satisfied in full. The proceeds of each sale by Lender hereunder shall be applied first to the costs and expenses of the sale and of all proceedings in connection therewith, including attorneys' fees if applicable, then to payment of the indebtedness, and the remainder, if any, shall be paid to Grantor. If the proceeds of any sale are not sufficient to pay the indebtedness in full, Lender shall determine, at Lender's option and in Lender's discretion, the portions of the indebtedness to which the proceeds (after deducting therefrom the costs and expenses of the sale and all proceedings in connection therewith) shall be applied and in what order the proceeds shall be so applied. Grantor covenants and agrees that, in the event of any sale pursuant to the agency and power herein granted, Grantor shall be and become a tenant holding over and shall deliver possession of the Property, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Cumulative Remedies. All rights and remedies set forth in this Security Deed are cumulative and in addition to any right or remedy provided for by statute, or now or hereafter existing at law or in equity, including without limitation the right of Lender to collect or enforce the indebtedness with or without taking action with respect to the Property. Lender may, at Lender's election and at Lender's discretion, exercise each and every such right and remedy concurrently or separately. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Security Deed or by any other writing, shall be cumulative and may be exercised singularly or concurrently.

Attorneys' Fees; Expenses. If any part of the indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Security Deed, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Security Deed. All copies of notices of foreclosure from the holder of any prior security interest which has priority over this Security Deed shall be sent to Lender's address, as shown near the beginning of this Security Deed. Any party may change its address for notices under this Security Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Security Deed:

Amendments. This Security Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Security Deed. No alteration or amendment to this Security Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Security Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Security Deed.

Governing Law. This Security Deed will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Security Deed has been accepted by Lender in the State of Georgia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Fulton County, State of Georgia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Security Deed unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Security Deed shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Security Deed. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Security Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is

**SECURITY DEED
(Continued)**

Loan No: 1702200126

Page 7

required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Security Deed to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Security Deed. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Security Deed shall not affect the legality, validity or enforceability of any other provision of this Security Deed.

Merger. There shall be no merger of the interest or estate created by this Security Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Security Deed on transfer of Grantor's interest, this Security Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Security Deed and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Security Deed or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Security Deed.

Waiver of Notice and Hearing and Homestead Exemption. Grantor expressly waives: (1) any right Grantor may have under the Constitution of the State of Georgia or the Constitution of the United States of America to notice or to a judicial hearing prior to the exercise of any right or remedy provided to Lender by this Security Deed and Grantor waives Grantor's rights, if any, to set aside or invalidate any sale under power duly consummated in accordance with the provisions of this Security Deed on the ground (if such be the case) that the sale was consummated without prior notice or judicial hearing or both; and (2) all homestead exemption rights, if any, which Grantor or Grantor's family may have pursuant to the Constitution and laws of the United States, the State of Georgia or any other State of the United States, in and to the Property as against the collection of the Indebtedness, or any part of the indebtedness. All waivers by Grantor in this provision have been made voluntarily, intelligently and knowingly by Grantor, after Grantor has been afforded an opportunity to be informed by counsel of Grantor's choice as to possible alternative rights. Grantor's execution of this Security Deed shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Security Deed. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Security Deed shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Old South Investors LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Security Deed in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Security Deed in the events of default section of this Security Deed.

Grantor. The word "Grantor" means Old South Investors LLC.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Security Deed, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Security Deed.

Lender. The word "Lender" means Touchmark National Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 25, 2011, in the original principal amount of \$242,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 1, 2021.

Loan No: 1702200126

**SECURITY DEED
(Continued)**

Page 8

Personal Property. The words "Personal Property" mean all equipment, fixtures, mobile homes, modular homes, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached, affixed to or used in the operation of the Real Property excluding only that property which by operation of law is Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property. The word "Property" also includes all mobile homes, modular homes, and similar structures, now or hereafter situated on the Real Property, and such structures shall be and shall remain Personal Property regardless of whether such structures are affixed to the Real Property and irrespective of the classification of such structures for the purpose of tax assessments. The removal or addition of axles or wheels, or the placement upon or removal from a concrete base, shall not alter the characterization of such structures.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Security Deed less and except the Personal Property.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Security Deed. The words "Security Deed" mean this Security Deed between Grantor and Lender, and includes without limitation all assignments and security interest provision relating to the Personal Property and the Rents.

IN WITNESS WHEREOF, THIS SECURITY DEED HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS SECURITY DEED IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS SECURITY DEED IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X *Edgar Bohnen*
Unofficial Witness
Lima L Solomon
Notary Public, SUFFOLK County

GRANTOR:

OLD SOUTH INVESTORS LLC

By: *Edgar Bohnen* (Seal)
Edgar Bohnen, Member of Old South
Investors LLC

(NOTARY SEAL)

My Commission expires: 03/02/2013

LIMA L SOLOMON
Notary Public, State of New York
No. 01SO6201693
Qualified in Suffolk County
Commission Expires 03/02/2013

EXHIBIT "A"
LEGAL DESCRIPTION

Property Line Description

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section, Cobb County, Georgia, and being the property of Mrs. Elizabeth C. Grogan, as per plat recorded at Plat Book 47, Page 186, Cobb County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point on the West side of Old U.S. Highway 41, 431.4 feet North, as measured along the West side of Old U.S. Highway 41 from the intersection of the West side of Old U.S. Highway 41 and the centerline of a railway spur track; running thence Northerly along the Westerly side of Old U.S. Highway 41 and following the curvature thereof 375.76 feet to an iron pin at the Southeast corner of property of B.D. Hood; thence South 73 degrees 19 minutes 29 seconds West 471.34 feet to an iron pin on the Northeasterly right-of-way of W & A Railroad; thence South 16 degrees 37 minutes 40 seconds East 318.10 feet to an iron pin; thence North 80 degrees 9 minutes 38 seconds East along the North line of property of E.R. Wilbur 395.35 feet to a point on the Westerly right-of-way of Old U.S. Highway 41, being the point of beginning.

Said tract or parcel of land contains 3.499 acres and is more accurately depicted on a plat of survey prepared by Surveys Plus, Inc., dated September 7, 2011, job number 4498.

Net to:
R.E. HODGES, JR., LLC

678.445.4926

2230 Towne Lake Parkway
 Building 200, Suite 120

Woodstock, GA 30189 *153009.032*

RECORDATION REQUESTED BY:

Touchmark National Bank
 Alpharetta
 3651 Old Milton Parkway
 Alpharetta, GA 30005

WHEN RECORDED MAIL TO:

Touchmark National Bank
 Alpharetta
 3651 Old Milton Parkway
 Alpharetta, GA 30005

SEND TAX NOTICES TO:

Touchmark National Bank
 Alpharetta
 3651 Old Milton Parkway
 Alpharetta, GA 30005

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated October 25, 2011, is made and executed between Old South Investors LLC, whose address is PO Box 1430, Bridgehampton, NY 11932 (referred to below as "Grantor") and Touchmark National Bank, whose address is 3651 Old Milton Parkway, Alpharetta, GA 30005 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cobb County, State of Georgia and is described as follows:

See the exhibit or other description document which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 2681 S. Main Street, Kennesaw, GA 30144.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Loan No: 1702200126

**ASSIGNMENT OF RENTS
(Continued)**

Page 2

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Georgia and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any

Loan No: 1702200126

**ASSIGNMENT OF RENTS
(Continued)**

Page 3

Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If any part of the Indebtedness is collected by or with any assistance from or consultation with an attorney at law, Grantor shall pay to Lender as Lender's attorneys' fees, fifteen percent (15%) of such amount collected. Whether or not any court action is involved, and to the extent not prohibited by law, all attorneys' fees and all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Georgia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Fulton County, State of Georgia.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower.

ASSIGNMENT OF RENTS (Continued)

Loan No: 1702200126

Page 4

first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Old South Investors LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Old South Investors LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with any amounts expended to preserve and protect the Property and together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Touchmark National Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated October 25, 2011, in the original principal amount of **\$242,500.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

ASSIGNMENT OF RENTS (Continued)

Loan No: 1702200126

Page 5

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON OCTOBER 25, 2011.

IN WITNESS WHEREOF, THIS ASSIGNMENT HAS BEEN SIGNED BY THE UNDERSIGNED, WHO ACKNOWLEDGES A COMPLETED COPY HEREOF. THIS ASSIGNMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS ASSIGNMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Signed, Sealed and Delivered in the presence of:

X Matt Hooper
Unofficial Witness
[Signature]
Notary Public, Suffolk County

(NOTARY SEAL)

My Commission expires: 03/02/2013

GRANTOR:

OLD SOUTH INVESTORS LLC

By: [Signature] (Seal)
Edgar Bohlen, Member of Old South
Investors LLC

LIMA L SOLOMON
Notary Public, State of New York
No. 01SO6201693
Qualified in Suffolk County
Commission Expires 03/02/2013

EXHIBIT "A"
LEGAL DESCRIPTION

Property Line Description

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section, Cobb County, Georgia, and being the property of Mrs. Elizabeth C. Grogan, as per plat recorded at Plat Book 47, Page 186, Cobb County, Georgia Records, and being more particularly described as follows:

BEGINNING at a point on the West side of Old U.S. Highway 41, 431.4 feet North, as measured along the West side of Old U.S. Highway 41 from the intersection of the West side of Old U.S. Highway 41 and the centerline of a railway spur track; running thence Northerly along the Westerly side of Old U.S. Highway 41 and following the curvature thereof 375.76 feet to an iron pin at the Southeast corner of property of B.D. Hood; thence South 73 degrees 19 minutes 29 seconds West 471.34 feet to an iron pin on the Northeasterly right-of-way of W & A Railroad; thence South 16 degrees 37 minutes 40 seconds East 318.10 feet to an iron pin; thence North 80 degrees 9 minutes 38 seconds East along the North line of property of E.R. Wilbur 395.35 feet to a point on the Westerly right-of-way of Old U.S. Highway 41, being the point of beginning.

Said tract or parcel of land contains 3.499 acres and is more accurately depicted on a plat of survey prepared by Surveys Plus, Inc., dated September 7, 2011, job number 4498.

CITY OF KENNESAW LAND USE NOTICE

APPLICATION # **RZ2023-02**

PURPOSE Rezone to Central Business District.
CBD Expansion Phase 2.

DATE OF PUBLIC MEETING: **5/3/2023** TIME: **6:30PM**

DATE OF PUBLIC MEETING: **5/15/2023** 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

04.18.2023 09:22

State of Georgia, under the trade name: Dumpster Rental Smyrna and that the nature of said business is: provide roll off dumpsters for rent to commercial and residential customers and that said business is composed of the following: Robert Hamilton 2212 Yager Creek Drive Apt. E Charlotte, NC 28273

This 11th day of April, 2023

Connie Taylor
Clerk of Superior Court, Cobb County
4:14,21-2023

MDJ-3620
GP-6
APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME STATE OF GEORGIA COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Smyrna, County of Cobb, State of Georgia under the name of: THE ATLANTIC VININGS and that the nature of the business is Apartment Rentals and that said business is composed of the following: (Partnership) Business address: BLUE ATLANTIC VININGS, LP 3385 Atlanta Rd SE Smyrna, GA 30080

This affidavit is made in compliance with Georgia Code Annotated Title 10 Chapter 1 Section 490.
4:14,21-2023

3065 Planning Commission

MDJ-3496
GP-16
City of Acworth Public Hearing

The City of Acworth hereby gives notice that a Public Hearing will be held to give consideration to a rezoning request by Rolling Thunder, LLC, for properties located in Land Lots 23 and 80, Parcels 1, 19, and 112 of the 20th District, 2nd Section of Cobb County, Georgia (3836 & 4643 Cowan Road and 4691 Old Cowan Road). The applicant is requesting to rezone the tract from RM-6; R-5 to RM-6, Multi-Family Residential.

The City of Acworth hereby gives no-

Heren Hair Stamps Revocable Trust, owner) requesting rezoning from HI, R-20 to RRC for mixed use; retail, multifamily in Land Lots 175, 176, 283, and 284 of the 12th District. Located on the east and west side of River View Road, northeast of Veterans Memorial Highway (6324, 6330 River View Road).

Z-15 SDP ACQUISITIONS, LLC (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; VKEP-B, LLC owners) requesting rezoning from R-20, RA-4, GC, OI, NS, OS to PVC, OS for mixed Use; townhomes, multifamily, office, retail, warehouse in Land Lots 364, 365, 428, and 429 of the 16th District. Located on the south side of Chastain Road, on the west side of Chastain Meadows Parkway (Chastain Road, Chastain Meadows Parkway).

Temporary Land Use Permits
LUP-7 SANDY CLOUGH (Sandra L. Clough and Richard C. Clough, owners) requests a Temporary Land Use Permit (Renewal) to allow an artist's studio and the storage of art prints in Land Lot 336 of the 20th District. Located on the west side of Trail Road, north of the intersection of Trail Road and Midway Road (25 Trail Road).

LUP-8 ANDREW BECHTOLD (Andrew Boyd Bechtold, owner) requests a Temporary Land Use Permit to allow a photography studio in Land Lot 871 of the 17th District. Located on the west side of Old Virginia Court, north of Terrell Mill Road (1362 Old Virginia Court).

SPECIAL LAND USE PERMIT
SLUP-3 ALEXANDRIA HOLDINGS GROUP INC. (Lux Homes, LLC, owner) requests a Special Land Use Permit for used auto sales in Land Lot 37 of the 17th District. Located on the south side of Veterans Memorial Highway, west of Puckett Drive (621, 633, 651 Veterans Memorial Highway).

SLUP-4 RAY MURPHY (Ray Murphy, owner) requests a Special Land Use Permit (Renewal) for an automobile storage yards and wrecker services for damaged or confiscated vehicles in Land Lots 154 and 155 of the 17th District. Located on the northwest side of

at 6:30 P.M. and the Mayor and Council will hold a public hearing on May 15, 2023, at 6:30 P.M. Both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email **kennesawcouncil@kennesaw-ga.gov**.
4:14,21-2023

MDJ-3594
GP-16
City of Kennesaw Rezoning Request

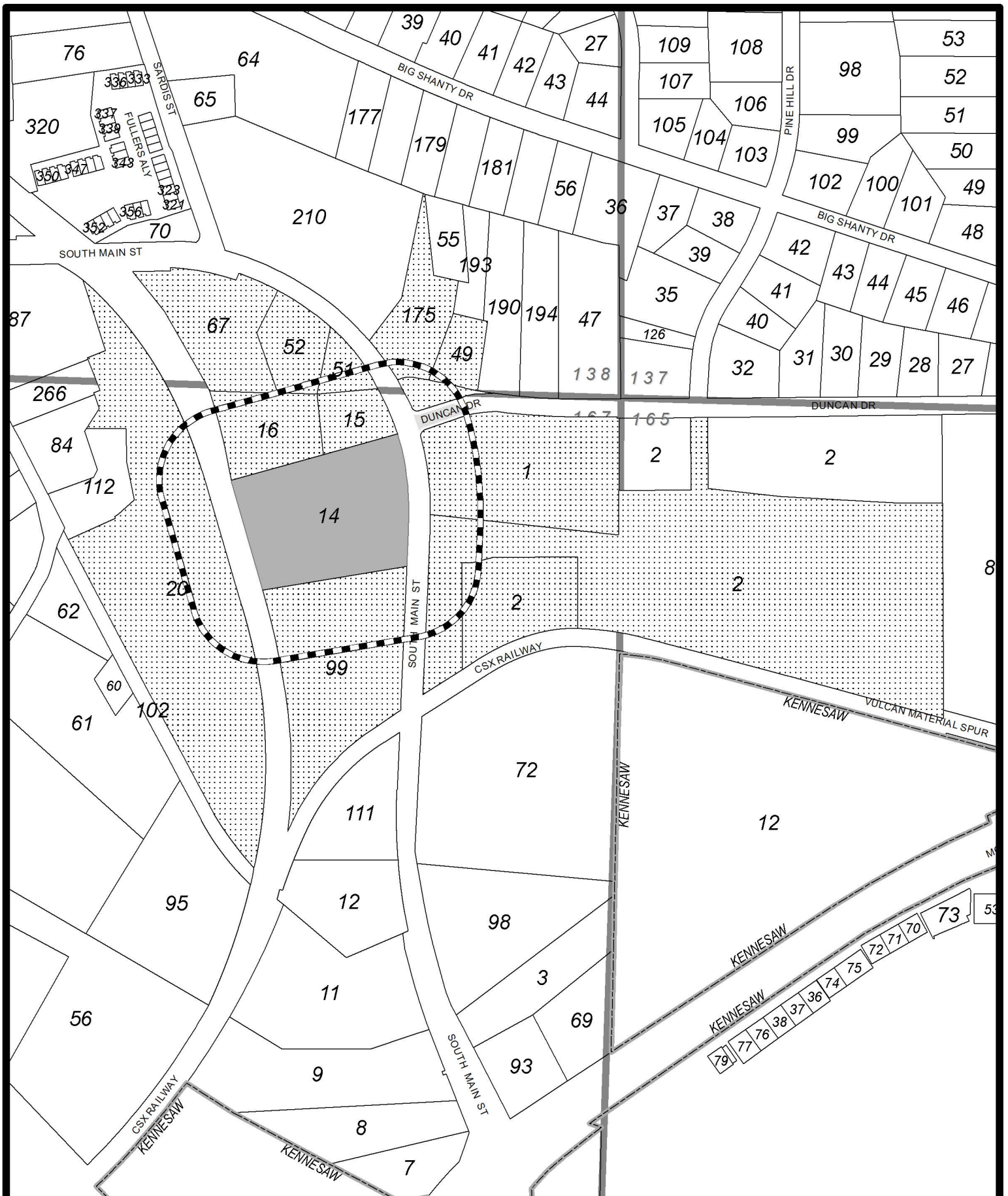
Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by the City of Kennesaw. Said request is to change the zoning of the following properties from their current zoning designation to Central Business District: 0 Cobb Parkway (Parcel Number 20013900990), 2681 S Main Street, 2716 S Main Street, 2753 Watts Drive, 2754 S Main Street, 2817 Sardis Street and 2971 N Main Street. This is a city initiated rezoning, phase 2, to expand the downtown Central Business District zoning district.

Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30PM and the Mayor and Council will hold a public hearing on May 15, 2023 at 6:30PM both meetings to 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 as well as through Zoom Meeting and Facebook Live and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email **kennesawcouncil@kennesaw-ga.gov**.
4:14,21-2023

ty	4:14,21-2023
	MDJ-3594
	GPN-16
	City of Kennesaw
	Rezoning Request
or-	Notice is hereby given that the City of
tai-	Kennesaw shall hold public hearings to
d to	give consideration for a rezoning re-
ac-	quest submitted by the City of Kenne-
ess	saw. Said request is to change the zon-
dis-	ing of the following properties from
be	their current zoning designation to
TE	Central Business District: 0 Cobb
trial	Parkway (Parcel Number
Co-	20013900990), 2681 S Main Street, 2716 S
	Main Street, 2753 Watts Drive, 2754 S
	Main Street, 2817 Sardis Street and
	2971 N Main Street. This is a city initi-
	ated rezoning, phase 2, to expand the
	downtown Central Business District
	zoning district.
	Said meetings shall be held before the
	Planning Commission on May 3, 2023
	at 6:30PM and the Mayor and Council
	will hold a public hearing on May 15,
hat	2023 at 6:30PM both meetings to be
the	held at 2529 J.O. Stephenson Avenue,
in	Kennesaw, Georgia. Any interested
ade	persons may attend and be heard rela-
the	tive thereto.
ing	Mayor and Council will be conducting
s is	their meeting in person as well as
EN-	through Zoom Meeting and Facebook
via-	Live and you can access the meeting
	via the following link: https://www.facebook.com/CityofKennesaw/
	Any interested citizens are invited to
	email
	kennesawcouncil@kennesaw-ga.gov .
	4:14,21-2023
	MDJ-3595



-  Subject Parcel
-  200' Radius
-  Properties Notified

2681 S Main Street
Land Lot 167,
Tax Parcel 14

RZ2023-02
200' PROPERTY NOTIFICATION



CITY OF KENNESAW
 PLANNING & ZONING DEPT.
 770-590-6268

Derek Escovado
 MAYOR
Lee Murray
 CITY CLERK

Date: 3/24/2023
 RZ2023-02B Notification Map

 1" = 350'

Tax Parcel - 20013800670

SARDIS BAPTIST CHURCH
2741 MAIN ST
KENNESAW GA 30144

Tax Parcel - 20016700140

OLD SOUTH VILLAGE LLC C/O KODIAK
VENTURES
PO BOX 684448
MARIETTA GA 30068

Tax Parcel - 20016700010

UNITED STATES POSTAL SERVICE PARTY
2680 SOUTH MAIN ST
KENNESAW GA 30144

Tax Parcel - 20016700150

ENERGY TAE KWON DO ORGANIZATION INC
2689 SOUTH MAIN ST
KENNESAW GA 30144

Tax Parcel - 20016700160

CHALKER FRED H
1951 TROPHY DR
MARIETTA GA 30062

Tax Parcel - 20016700200

PRO BUILD REAL ESTATE HOLDINGS LLC C/O
RYAN LLC
1999 BROADWAY STE 4100
DENVER CO 80202

Tax Parcel - 20013801750

BYRD HUGH EDWARD
2716 SOUTH MAIN ST
KENNESAW GA 30144-3538

Tax Parcel - 20013800490

WINFREY HORACE J SR EXECUTOR TAYLOR
JESSIE MAE ESTATE
PO BOX 188
KENNESAW GA 30144-0188

Tax Parcel - 20016700020

KENNESAW DEVELOPMENT OWNER LLC
1776 PEACHTREE ST
ATLANTA, GA 30309

Tax Parcel - 20016700990

RICHARDS GILSTRAP HOLDINGS LLC
2615 S MAIN ST
KENNESAW GA 30144

Tax Parcel - 20013800510

METHODIST CHURCH
OLD HWY 41
KENNESAW GA 30144

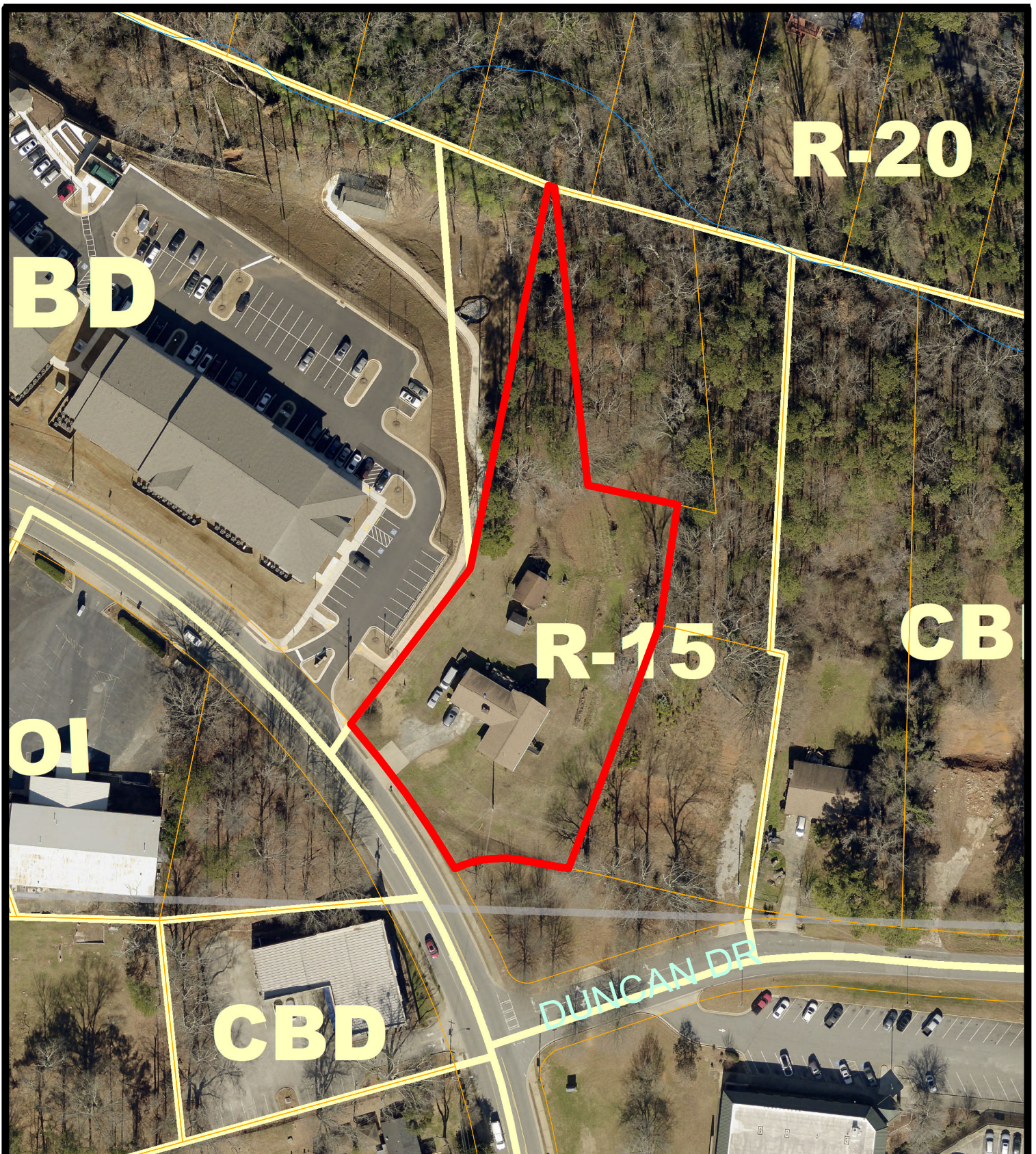
Tax Parcel - 20013800520

SOUTH ATLANTIC CONFERENCE ASSOCIATION
OF
3978 MEMORIAL DR
DECATUR GA 30032

Agenda Item #2



- Case #: RZ2023-02(C)
- Address: 2716 S Main Street or parcel number 20013801750
- Property Owner: Hugh E. Byrd
- Application Type:
 - Rezoning
 - Consideration for approval to rezone subject property from R-15 (Single-Family Residential) to Central Business District (CBD). Property currently has an occupied single-family detached home, consists of 1.27 +/- acres and lies in land lot 139 and tax parcel 99.



LAND CASES		LAND USE OR ZONING		2716 S Main Street Land Lot 138, Tax Parcel 175 Subject Property	
		FROM	TO		
AV	RZ2023-02	R-15	CBD	CITY OF KENNESAW PLANNING & ZONING DEPT. 770-590-8268 <i>Deirdre Easterting</i> MAYOR <i>Lisa Murray</i> CITY CLERK	Scale: 1" = 100' Print Date: 3/29/2023 RZ2023-02F_Aerial Map
AX	LU				
DX	AV – Administrative Variance AX – Annexation HBR – Historic Board Review LU – Land Use RZ – Re-zoning SLUP – Special Land Use ZV – Variance		R-15 ZONING KENNESAW CITY LIMITS COBB COUNTY 99 LAND LOT		
HBR					
SLUP					
ZV					



REZONING APPLICATION

Required Fee \$0

Date Received 3-27-23
Staff's Initials (AT)

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

Date of Consultation (if any/not required) N/A Staff's Initials (AT)

REZONING PROPERTY ADDRESS 2716 South Main Street, Kennesaw, GA 30144

Parcel ID Number: 20013801750 Land Lot 138 Tax Parcel 175 Lot Size 1.7 +/- acres

Current Use Residential Buildings 1 Accessory Units 2

Current Zoning R-15 (Single-Family Residential) To: Central Business District (CBD)

APPLICANT NAME City of Kennesaw, Georgia

Applicant E-mail zoningdept@kennesaw-ga.gov

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144

Phone # (770) 590-8268 - Zoning Office

Applicant Signature [Signature] Date 3/27/23

Signed, sealed and delivered in presence of:

Notary [Signature] Date 3/27/23

REPRESENTATIVE NAME (IF APPLICABLE) _____

Phone # _____ Work # _____ Fax # _____

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____

Notary _____ Date _____

PROPERTY OWNER NAME (MUST CORRELATE TO NAME ON DEED): [Signature]

Property Owner E-mail _____

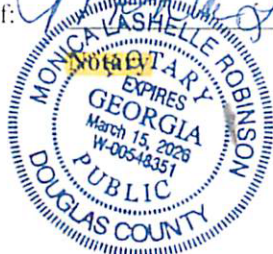
Property Owner Mailing Address 2716 South Main St, Kennesaw, GA 30144

Phone # [Redacted]

Property Owner Signature [Signature] Date 3/27/23

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

Notary [Signature] Date 3/27/23



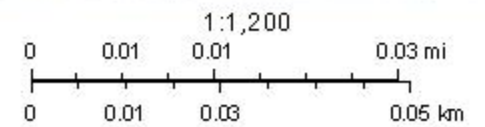
2716 S Main Street (PIN: 20013801750)



4/20/2023, 3:20:06 PM

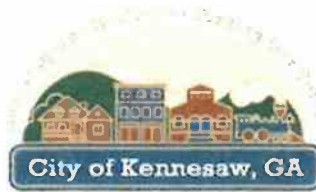
 Parcels

 Subject property



Google Street View





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

PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

Rezoning from R-15 to CBD

The property referred to is located at:

2716 S Main Street

and is within a 200 foot radius of your property. It is described as Land Lot 138 20th District, 2nd Section, Tax Parcel 175 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 05/03 at 6:30 ~~7:00~~ p.m., and the Mayor and Council on 05/15 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning

Commission, Mayor and Council, sends this notice to you.

Any questions, please contact:
Planning & Zoning Department
zoningdept@kennesaw-ga.gov
(770)-590-8268

Dated 4-13-23

Applicant PSA



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

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

Regarding the above statement, please answer "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:

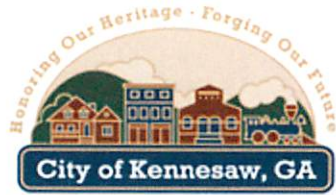
An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 20 day of April, 2023

Applicant Signature: [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.



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

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200-feet will be mailed out on or before 04/14/2023 in accordance with the application requirements.

4/20/23

Date

[Signature]

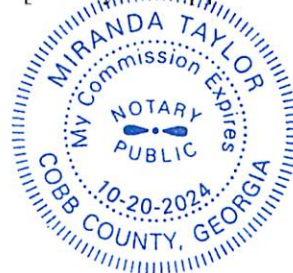
Applicant or Authorized Agent

Sworn and subscribed before me this 20th day of April 2023

Miranda Taylor

Notary Public Signature

[Notary Stamp]





**CITY OF KENNESAW
LAND USE NOTICE**

APPLICATION # RZ2023-02
Rezoned to Central Business District.
PURPOSE CBD Expansion Phase 2.

DATE OF PUBLIC MEETING: 5/3/2023 TIME: 6:30PM
DATE OF PUBLIC MEETING: 5/15/2023 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](http://www.kennesaw-ga.gov)
FOR FURTHER INFORMATION PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268

04.18.2023 09:25

State of Georgia, under the trade name: Dumpster Rental Smyrna and that the nature of said business is: provide roll off dumpsters for rent to commercial and residential customers and that said business is composed of the following: Robert Hamilton 2212 Yager Creek Drive Apt. E Charlotte, NC 28273

This 11th day of April, 2023
Connie Taylor
Clerk of Superior Court, Cobb County
4:14,21-2023

MDJ-3620
GP-6
APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME STATE OF GEORGIA COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Smyrna, County of Cobb, State of Georgia under the name of: THE ATLANTIC VININGS and that the nature of the business is Apartment Rentals and that said business is composed of the following: (Partnership) Business address: BLUE ATLANTIC VININGS, LP 3385 Atlanta Rd SE Smyrna, GA 30080

This affidavit is made in compliance with Georgia Code Annotated Title 10 Chapter 1 Section 490.
4:14,21-2023

3065
Planning Commission

MDJ-3496
GP-16
City of Acworth Public Hearing

The City of Acworth hereby gives notice that a Public Hearing will be held to give consideration to a rezoning request by Rolling Thunder, LLC, for properties located in Land Lots 23 and 80, Parcels 1, 19, and 112 of the 20th District, 2nd Section of Cobb County, Georgia (3836 & 4643 Cowan Road and 4691 Old Cowan Road). The applicant is requesting to rezone the tract from RM-6; R-5 to RM-6, Multi-Family Residential.

The City of Acworth hereby gives no-

Heren Hair Stamps Revocable Trust, owner) requesting rezoning from HI, R-20 to RRC for mixed use; retail, multifamily in Land Lots 175, 176, 283, and 284 of the 12th District. Located on the east and west side of River View Road, northeast of Veterans Memorial Highway (6324, 6330 River View Road).
Z-15 SDP ACQUISITIONS, LLC (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; VKEP-B, LLC owners) requesting rezoning from R-20, RA-4, GC, OI, NS, OS to PVC, OS for mixed Use; townhomes, multifamily, office, retail, warehouse in Land Lots 364, 365, 428, and 429 of the 16th District. Located on the south side of Chastain Road, on the west side of Chastain Meadows Parkway (Chastain Road, Chastain Meadows Parkway).

Temporary Land Use Permits
LUP-7 SANDY CLOUGH (Sandra L. Clough and Richard C. Clough, owners) requests a Temporary Land Use Permit (Renewal) to allow an artist's studio and the storage of art prints in Land Lot 336 of the 20th District. Located on the west side of Trail Road, north of the intersection of Trail Road and Midway Road (25 Trail Road).

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Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.
4:14,21-2023

MDJ-3594
GP-16
City of Kennesaw Rezoning Request

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by the City of Kennesaw. Said request is to change the zoning of the following properties from their current zoning designation to Central Business District: 0 Cobb Parkway (Parcel Number 20013900990), 2681 S Main Street, 2716 S Main Street, 2753 Watts Drive, 2754 S Main Street, 2817 Sardis Street and 2971 N Main Street. This is a city initiated rezoning, phase 2, to expand the downtown Central Business District zoning district.

Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30PM and the Mayor and Council will hold a public hearing on May 15, 2023 at 6:30PM both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

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Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.
4:14,21-2023

	4:14,21-2023
	MDJ-3594
	GPN-16
	City of Kennesaw
	Rezoning Request
or-	Notice is hereby given that the City of
tai-	Kennesaw shall hold public hearings to
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ac-	quest submitted by the City of Kenne-
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	email
	kennesawcouncil@kennesaw-ga.gov.
	4:14,21-2023
	MDJ-3595



-  Subject Parcel
-  200' Radius
-  Properties Notified

2716 S Main Street
Land Lot 138,
Tax Parcel 175

RZ2023-02
200' PROPERTY NOTIFICATION



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

Derek Eastwood
 MANOR
Lee Murray
 CITY CLERK

Date: 3/29/2023
 RZ2023-02 F. Notification Map



Tax Parcel - 20016700010

UNITED STATES POSTAL SERVICE PARTY
2680 SOUTH MAIN ST
KENNESAW GA 30144

Tax Parcel - 20016700150

ENERGY TAE KWON DO ORGANIZATION INC
2689 SOUTH MAIN ST
KENNESAW GA 30144

Tax Parcel - 20013801940

MILLER SANDRA E
2161 MARNE GLN NW
KENNESAW GA 30152

Tax Parcel - 20013802100

ENCLAVE AT MILL DISTRICT LP
1002 W 23RD ST STE 400
PANAMA CITY FL 32405

Tax Parcel - 20013801790

GORYNSKI TODD E
2005 BIG SHANTY DR NW
KENNESAW GA 30144

Tax Parcel - 20013801810

RM FAMILY PROPERTIES LLC
6329 PALM CT
PANAMA CITY BEACH FL 32408

Tax Parcel - 20013801800

EDRIS MATILDA
1995 BIG SHANTY DR NW
KENNESAW GA 30144

Tax Parcel - 20013801930

WINFREY HORACE & BRYANT GLORISTEEN
P O BOX 188
KENNESAW GA 30144-0188

Tax Parcel - 20013801900

AUSTIN PHILPOT DOROTHY ANN & TIERRE
238 HIGHLAND DALLAS BLVD
DALLAS GA 30132

Tax Parcel - 20013801770

MCENTIRE ZACHARY L & PATTIE A
455 OLD BELLS FERRY RD
ROME GA 30161

Tax Parcel - 20013801750

BYRD HUGH EDWARD
2716 SOUTH MAIN ST
KENNESAW GA 30144-3538

Tax Parcel - 20013801780

PICKEN JEFFREY M & KRISTIN L
413 TALCOTT CIR
MARIETTA GA 30064

Tax Parcel - 20013800490

WINFREY HORACE J SR EXECUTOR TAYLOR
JESSIE MAE ESTATE
PO BOX 188
KENNESAW GA 30144-0188

Tax Parcel - 20013800550

TAYLOR JESSIE MAE ESTATE C/O HORACE J
WINFREY
PO BOX 188
KENNESAW GA 30144-0188

Tax Parcel - 20013800510

METHODIST CHURCH
OLD HWY 41
KENNESAW GA 30144

Tax Parcel - 20013800520

SOUTH ATLANTIC CONFERENCE ASSOCIATION
OF
3978 MEMORIAL DR
DECATUR GA 30032

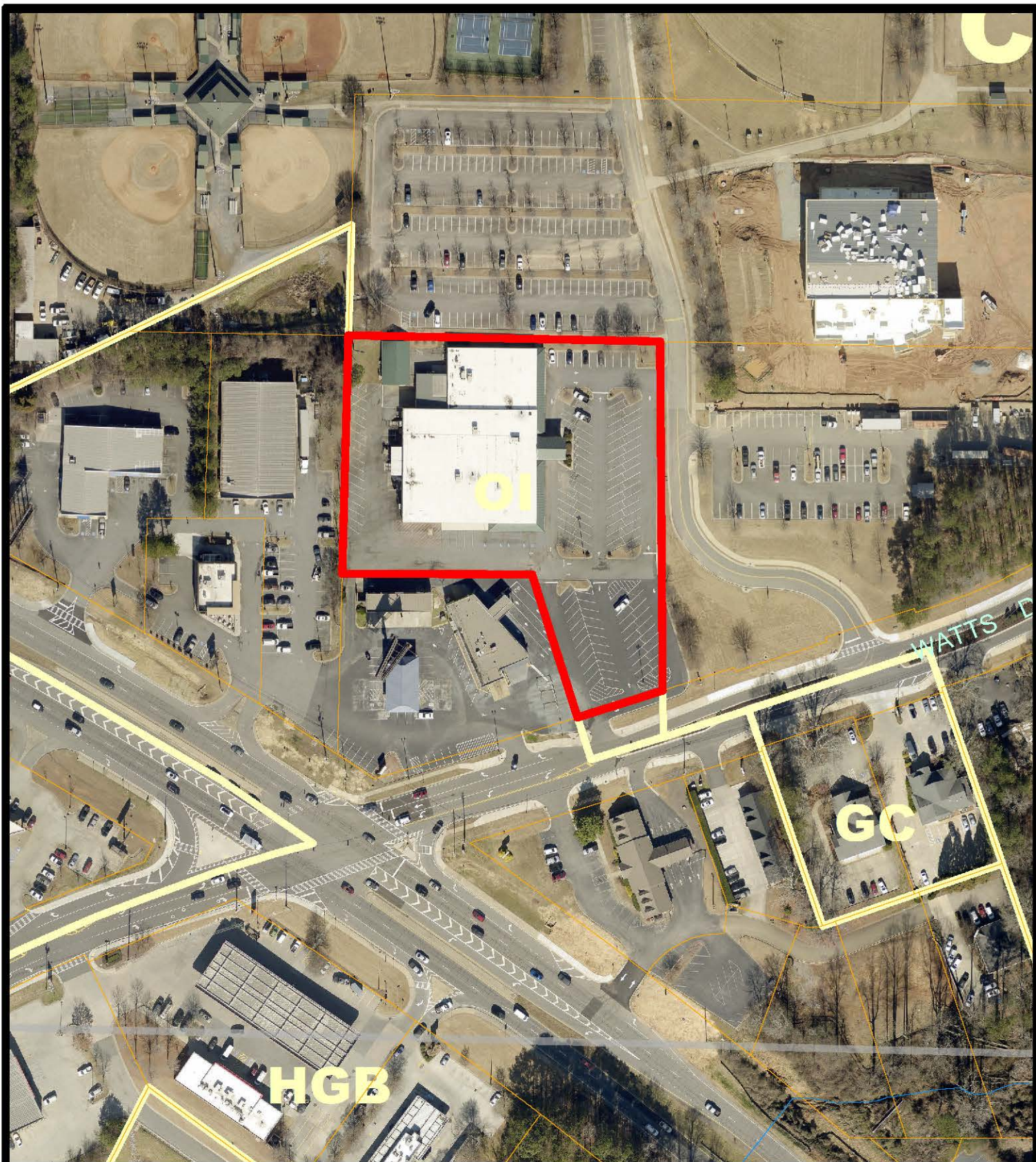
Tax Parcel - 20016700140

OLD SOUTH VILLAGE LLC C/O KODIAK
VENTURES
PO BOX 684448
MARIETTA GA 30068

Agenda Item #2



- Case #: RZ2023-02(D)
- Address: 2753 Watts Drive or parcel number 20013900590
- Property Owner: City of Kennesaw
- Application Type:
 - Rezoning
 - Consideration for approval to rezone subject property from Office/Institutional (O&I) to Central Business District (CBD). Property is the current location of the Ben Robertson Community Center, consists of 2.61 +/- acres and lies in land lot 139 and tax parcel 59.



LAND CASES		LAND USE OR ZONING	
AV	RZ2023-02	FROM OI	TO CBD
AX	LU		
DX	AV – Administrative Variance AX – Annexation DX – De-annexation HBR – Historic Board Review LU – Land Use RZ – Re-zoning SLUP – Special Land Use ZV – Variance	ZONING KENNESAW CITY LIMITS COBB COUNTY LAND LOT	
HBR			
SLUP			
ZV			

2753 Watts Drive
Land Lot 139, Tax Parcel 59

Subject Property

Scale: 1" = 150'

Print Date: 3/24/2023

Z2023-02C_Aerial Map

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

Doris Eassey
 MAYOR

Dea Henry
 CITY CLERK



REZONING APPLICATION

Required Fee ~~\$375.00~~ \$0

Date Received 3/17/2023

Staff's Initials AT

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

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

Date of Consultation N/A

Staff's Initials AT

REZONING PROPERTY ADDRESS 2753 Watts Drive

Land Lot 139 Tax Parcel 59 Lot Size 2.56

Resident Population 0 Housing Units 0 Other Buildings 1

Zoning Request from:

Present Zoning OI To: CBD

For the purpose of: rezoning

APPLICANT EMAIL zoningdept@kennesaw-ga.gov **Applicant Name:** City of Kennesaw

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144

(Phone #) (770) 590-8268- Zoning Office

Applicant Signature [Signature] Date 4-13-23

Signed, sealed and delivered in presence of: Miranda Taylor

Notary

Date



REPRESENTATIVE _____

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

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____

Notary

Date

TITLEHOLDER: City of Kennesaw (Phone #) 770-424-8274

Signature: [Signature] Address 2529 J O Stephenson Ave., Kennesaw, GA 30144

Signed, sealed and delivered in presence of: Miranda Taylor

Notary

Date



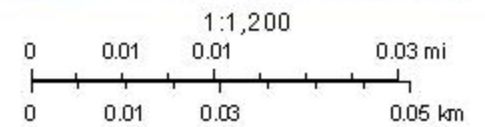
2753 Watts Drive (PIN: 20013900590)



4/20/2023, 1:20:10 PM

 Parcels

 Subject property



Google Street View

© 2023 Google

© 2023 Google

© 2023 Google



Google



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

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

Regarding the above statement, please answer "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 20 day of April, 2023

Applicant Signature: [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.

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

CERTIFICATION AUTHORIZATION

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[Signature]

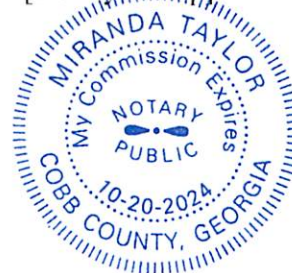
Applicant or Authorized Agent

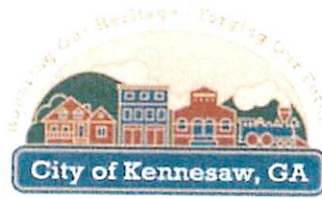
Sworn and subscribed before me this 20th day of April 2023

Miranda Taylor

Notary Public Signature

[Notary Stamp]





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

PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

Rezoning from OI to CBD

The property referred to is located at:

2753 Watts Drive

and is within a 200 foot radius of your property. It is described as Land Lot 139 20th District, 2nd Section, Tax Parcel 59 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 05/03 at 6:30 ~~7:00~~ p.m., and the Mayor and Council on 05/15 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning

Commission, Mayor and Council, sends this notice to you.

Any questions, please contact:
Planning & Zoning Department
zoningdept@kennesaw-ga.gov
(770)-590-8268

Dated 4-13-23

Applicant Pg/A

CITY OF KENNESAW LAND USE NOTICE

APPLICATION # **RZ2023-02**

Rezone to Central Business District.

PURPOSE **CBD Expansion Phase 2.**

DATE OF PUBLIC MEETING: **5/3/2023** TIME: **6:30PM**

DATE OF PUBLIC MEETING: **5/15/2023** TIME: **6:30PM**

PLACE: **CITY HALL KENNESAW, GA**

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MDJ-3620
GPJN-6
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4:14,21-2023

MDJ-3594
GPJN-16
City of Kennesaw Rezoning Request

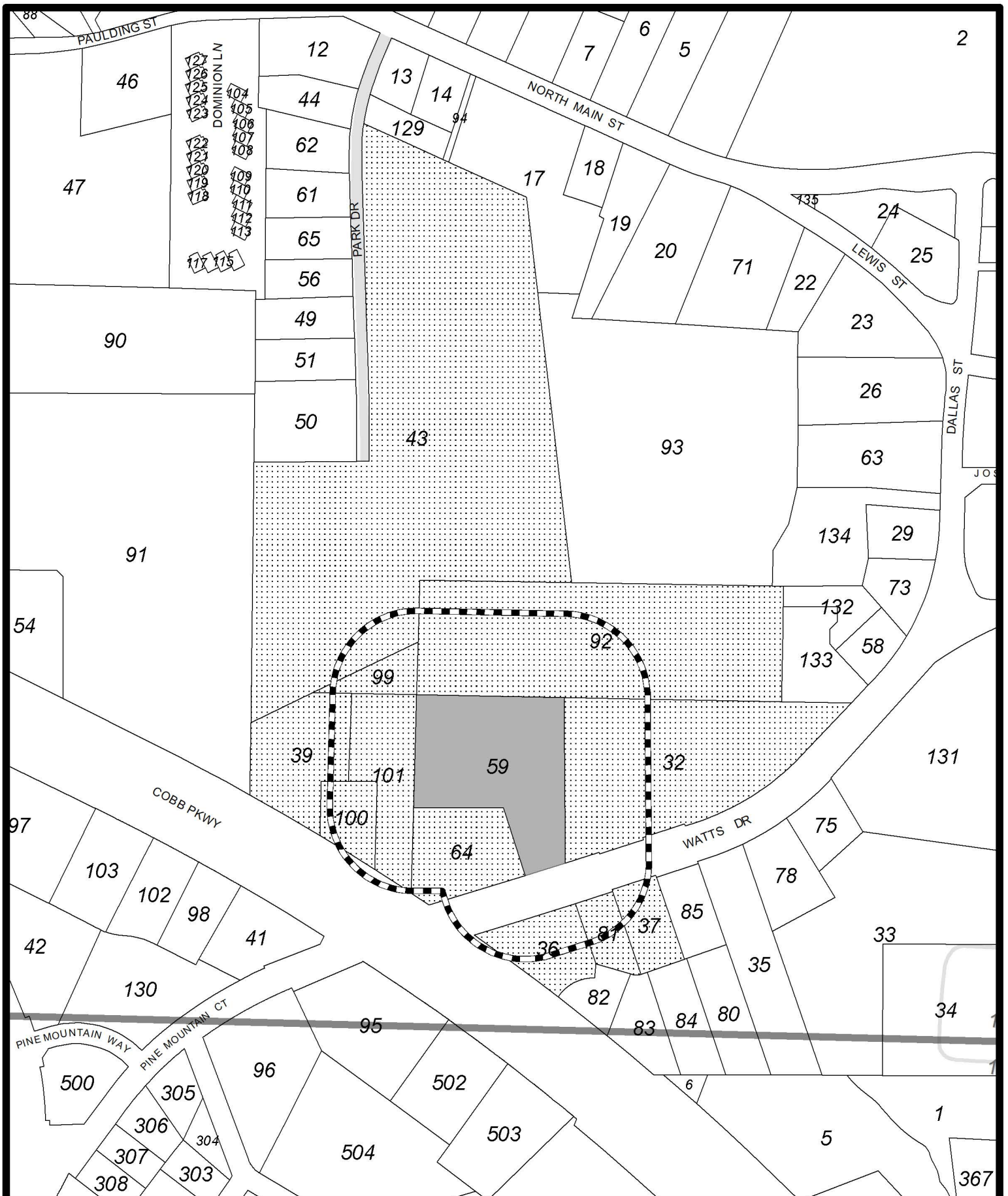
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	MDJ-3594
	GPN-16
	City of Kennesaw
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	email
	kennesawcouncil@kennesaw-ga.gov .
	4:14,21-2023
	MDJ-3595



-  Subject Parcel
-  200' Radius
-  Properties Notified

2753 Watts Drive
Land Lot 139,
Tax Parcel 59

RZ2023-02
200' PROPERTY NOTIFICATION



CITY OF KENNESAW
PLANNING & ZONING DEPT.
 770-590-6268

Derek Essendrop
 MAYOR
Lee Murray
 CITY CLERK

Date: 3/24/2023
 RZ2023-02 C. Notification Map



1" = 300'

Tax Parcel - 20013900920

KENNESAW CITY OF
2529 J O STEPHENSON DR
KENNESAW GA 30144

Tax Parcel - 20013900640

TWO AUTO RE KENNESAW SH LLC
3060 PEACHTREE RD NW SUITE 960
ATLANTA GA 30305

Tax Parcel - 20013900370

BLUE PROJECT LLC
2750 WATS DR
KENNESAW GA 30144

Tax Parcel - 20013900390

DRP COMPANY INC
4308 W CAYUGA ST
TAMPA FL 33614-6951

Tax Parcel - 20013900360

VYSTAR CREDIT UNION
76 LAURA ST
JACKSONVILLE, FL 32202

Tax Parcel - 20013900810

SARAF RAHUL
2752 WATTS DR
KENNESAW GA 30144

Tax Parcel - 20013901000

MINYARD PROPERTIES LLC
59 ANGEL OAK TRL
DALLAS GA 30132

Tax Parcel - 20013900430

KENNESAW CITY OF
2539 PARK DR
KENNESAW GA 30144

Tax Parcel - 20013901010

DOLGENCORP INC 1757 C/O CTMI LLC
100 MISSION RDG
GOODLETTSVILLE TN 37072

Tax Parcel - 20013900320

KENNESAW CITY OF
2529 J O STEPHENSON DR
KENNESAW GA 30144

Tax Parcel - 20013900990

KENNESAW CITY OF
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Agenda Item #2



- Case #: RZ2023-02(E)
- Address: 2754 S Main Street or parcel number 20013801880
- Property Owner: Bencivenga Gabriel Living Trust 7/9/02, Gabriel Bencivenga, LLC
- Application Type:
 - Rezoning
 - Consideration for approval to rezone subject property from General Commercial (GC) to Central Business District (CBD). Property has two commercial eating establishments within one building. It consists of 0.67 +/- acres and lies in land lot 138 and tax parcel 188.



LAND CASES		FROM LAND USE OR ZONING TO		2754 S Main Street Land Lot 138, Tax Parcel 188			
	RZ2023-02	GC					
AV							
AX							
DX					 Subject Property		
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	 ZONING  KENNESAW CITY LIMITS  COBB COUNTY  LAND LOT	 CITY OF KENNESAW PLANNING & ZONING DEPT. 770-590-8268			 David Escamero MAYOR  Lisa Harvey CITY CLERK
				Scale: 1" = 100'			
				Print Date: 3/24/2023			
				RZ2023-02D_Aerial Map			

Case #: RZ2023-02(E)



REZONING APPLICATION

Required Fee \$0

Date Received 2/23/2023

Staff's Initials AT

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

Date of Consultation (if any/not required) N/A

Staff's Initials AT

REZONING PROPERTY ADDRESS 2754 South Main Street, Kennesaw, GA 30144

Parcel ID Number: 20013801880 Land Lot 138 Tax Parcel 188 Lot Size 0.48 +/- acres

Current Use Commercial Buildings 1 Accessory Units 1

Current Zoning General Commercial (GC) To: Central Business District (CBD)

APPLICANT NAME City of Kennesaw, Georgia

Applicant E-mail zoningdept@kennesaw-ga.gov

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144

Phone # (770) 590-8268 - Zoning Office

Applicant Signature _____ Date _____

Signed, sealed and delivered in presence of: _____

Notary

Date

Property Owner's
REPRESENTATIVE NAME (IF APPLICABLE) Steven J. Olsen, Esq.

Phone # [REDACTED] *EMAIL* [REDACTED] *Work #* [REDACTED] x # [REDACTED]

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____

Notary

Date

PROPERTY OWNER NAME (MUST CORRELATE TO NAME ON DEED) *

Property Owner E-mail [REDACTED]

Property Owner Mailing Address [REDACTED]

Phone # [REDACTED]

Property Owner Signature Gabriel Bencivenga Date FEB 21, 2023

Signed, sealed and delivered in presence of: Linda Daeschler

Notary

CBD Phase 2 Rezoning - 2023

* UNDER THE GABRIEL BENCIVENGA LIVING TRUST DATED JULY 9, 2002 (66.7% INTEREST AS TENANTS IN COMMON), and GABRIEL BENCIVENGA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (33.3% INTEREST AS TENANTS IN COMMON),

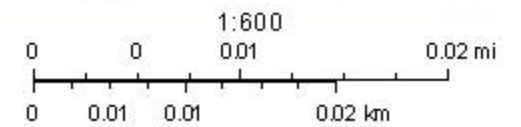


2754 S Main Street (PIN: 20013801880)



4/21/2023, 10:57:39 AM

-  Parcels
-  Subject property



Google Street View





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

PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

Rezoning from GIC to CBD

The property referred to is located at:

2754 S Main Street

and is within a 200 foot radius of your property. It is described as Land Lot 138 20th District, 2nd Section, Tax Parcel 188 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 05/03 at 6:30 ~~7:00~~ p.m., and the Mayor and Council on 05/15, at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning

Commission, Mayor and Council, sends this notice to you.

Any questions, please contact:
Planning & Zoning Department
zoningdept@kennesaw-ga.gov
(770)-590-8268

Dated 4-13-23

Applicant 



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

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

Regarding the above statement, please answer "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:

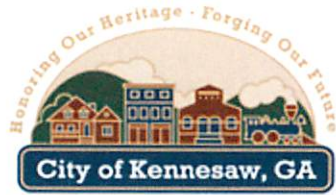
An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 20 day of April, 2023

Applicant Signature: [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.



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

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200-feet will be mailed out on or before 04/14/2023 in accordance with the application requirements.

4/20/23

Date

[Signature]

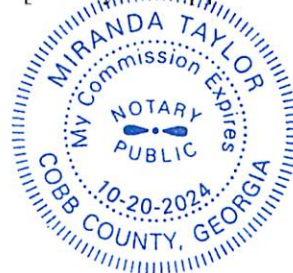
Applicant or Authorized Agent

Sworn and subscribed before me this 20th day of April 2023

Miranda Taylor

Notary Public Signature

[Notary Stamp]



Jamaican Cafe
Fern Gully
Brown Stew-
Red Snapper
Ackee and Saltfish
Fried Dumplings Festival
Ital Drinks
Fish Moss Sorrell ...
Try all of our
Favorites.
All Day!

**CITY OF KENNESAW
LAND USE NOTICE**
APPLICATION # **RZ2023-02**
Rezoned to Central Business District.
PURPOSE **CBD Expansion Phase 2.**
DATE OF PUBLIC MEETING: **5/3/2023** TIME: **6:30PM**
DATE OF PUBLIC MEETING: **5/15/2023** 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

04.18.2023 09:34

State of Georgia, under the trade name: Dumpster Rental Smyrna and that the nature of said business is: provide roll off dumpsters for rent to commercial and residential customers and that said business is composed of the following: Robert Hamilton 2212 Yager Creek Drive Apt. E Charlotte, NC 28273

This 11th day of April, 2023

Connie Taylor
Clerk of Superior Court, Cobb County
4:14,21-2023

MDJ-3620
GP-6
APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME STATE OF GEORGIA COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Smyrna, County of Cobb, State of Georgia under the name of: THE ATLANTIC VININGS and that the nature of the business is Apartment Rentals and that said business is composed of the following: (Partnership) Business address: BLUE ATLANTIC VININGS, LP 3385 Atlanta Rd SE Smyrna, GA 30080

This affidavit is made in compliance with Georgia Code Annotated Title 10 Chapter 1 Section 490.
4:14,21-2023

3065 Planning Commission

MDJ-3496
GP-16
City of Acworth Public Hearing

The City of Acworth hereby gives notice that a Public Hearing will be held to give consideration to a rezoning request by Rolling Thunder, LLC, for properties located in Land Lots 23 and 80, Parcels 1, 19, and 112 of the 20th District, 2nd Section of Cobb County, Georgia (3836 & 4643 Cowan Road and 4691 Old Cowan Road). The applicant is requesting to rezone the tract from RM-6; R-5 to RM-6, Multi-Family Residential.

The City of Acworth hereby gives no-

Heren Hair Stamps Revocable Trust, owner) requesting rezoning from HI, R-20 to RRC for mixed use; retail, multifamily in Land Lots 175, 176, 283, and 284 of the 20th District. Located on the east and west side of River View Road, northeast of Veterans Memorial Highway (6324, 6330 River View Road).

Z-15 SDP ACQUISITIONS, LLC (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; VKEP-B, LLC owners) requesting rezoning from R-20, RA-4, GC, OI, NS, OS to PVC, OS for mixed Use; townhomes, multifamily, office, retail, warehouse in Land Lots 364, 365, 428, and 429 of the 16th District. Located on the south side of Chastain Road, on the west side of Chastain Meadows Parkway (Chastain Road, Chastain Meadows Parkway).

Temporary Land Use Permits
LUP-7 SANDY CLOUGH (Sandra L. Clough and Richard C. Clough, owners) requests a Temporary Land Use Permit (Renewal) to allow an artist's studio and the storage of art prints in Land Lot 336 of the 20th District. Located on the west side of Trail Road, north of the intersection of Trail Road and Midway Road (25 Trail Road).

LUP-8 ANDREW BECHTOLD (Andrew Boyd Bechtold, owner) requests a Temporary Land Use Permit to allow a photography studio in Land Lot 871 of the 17th District. Located on the west side of Old Virginia Court, north of Terrell Mill Road (1362 Old Virginia Court).

SPECIAL LAND USE PERMIT
SLUP-3 ALEXANDRIA HOLDINGS GROUP INC. (Lux Homes, LLC, owner) requests a Special Land Use Permit for used auto sales in Land Lot 37 of the 17th District. Located on the south side of Veterans Memorial Highway, west of Puckett Drive (621, 633, 651 Veterans Memorial Highway).

SLUP-4 RAY MURPHY (Ray Murphy, owner) requests a Special Land Use Permit (Renewal) for an automobile storage yards and wrecker services for damaged or confiscated vehicles in Land Lots 154 and 155 of the 17th District. Located on the northwest side of

at 6:30 P.M. and the Mayor and Council will hold a public hearing on May 15, 2023, at 6:30 P.M. Both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email **kennesawcouncil@kennesaw-ga.gov**.

4:14,21-2023

MDJ-3594
GP-16
City of Kennesaw Rezoning Request

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by the City of Kennesaw. Said request is to change the zoning of the following properties from their current zoning designation to Central Business District: 0 Cobb Parkway (Parcel Number 20013900990), 2681 S Main Street, 2716 S Main Street, 2753 Watts Drive, 2754 S Main Street, 2817 Sardis Street and 2971 N Main Street. This is a city initiated rezoning, phase 2, to expand the downtown Central Business District zoning district.

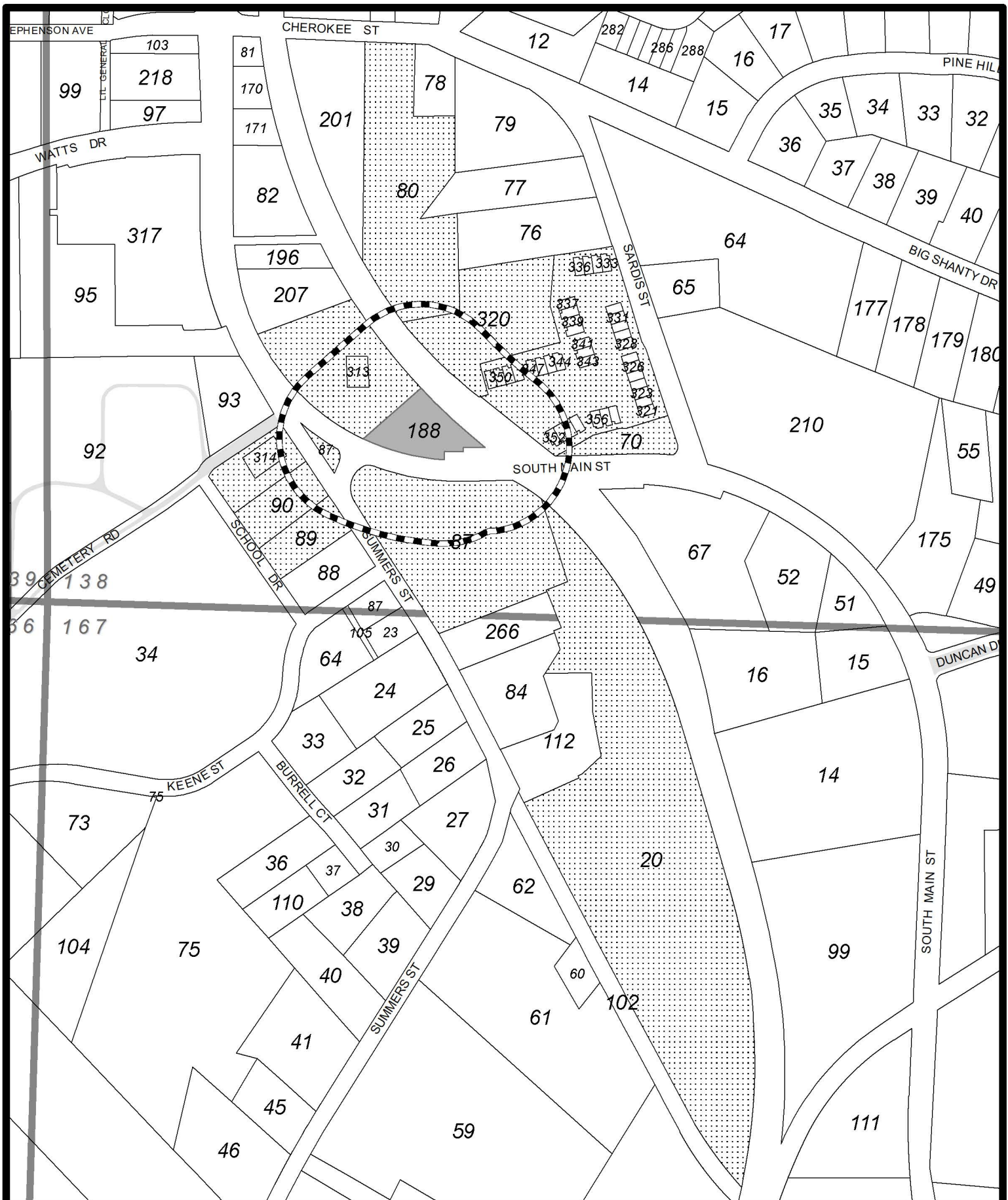
Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30PM and the Mayor and Council will hold a public hearing on May 15, 2023 at 6:30PM both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person as well as through Zoom Meeting and Facebook Live and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email **kennesawcouncil@kennesaw-ga.gov**.

4:14,21-2023

ty	4:14,21-2023
	MDJ-3594
	GPN-16
	City of Kennesaw
	Rezoning Request
or-	Notice is hereby given that the City of
tai-	Kennesaw shall hold public hearings to
d to	give consideration for a rezoning re-
ac-	quest submitted by the City of Kenne-
ess	saw. Said request is to change the zon-
dis-	ing of the following properties from
be	their current zoning designation to
TE	Central Business District: 0 Cobb
trial	Parkway (Parcel Number
Co-	20013900990), 2681 S Main Street, 2716 S
	Main Street, 2753 Watts Drive, 2754 S
	Main Street, 2817 Sardis Street and
	2971 N Main Street. This is a city initi-
	ated rezoning, phase 2, to expand the
	downtown Central Business District
	zoning district.
	Said meetings shall be held before the
	Planning Commission on May 3, 2023
	at 6:30PM and the Mayor and Council
	will hold a public hearing on May 15,
hat	2023 at 6:30PM both meetings to be
the	held at 2529 J.O. Stephenson Avenue,
in	Kennesaw, Georgia. Any interested
ade	persons may attend and be heard rela-
the	tive thereto.
ing	Mayor and Council will be conducting
s is	their meeting in person as well as
EN-	through Zoom Meeting and Facebook
via-	Live and you can access the meeting
	via the following link: https://www.facebook.com/CityofKennesaw/
	Any interested citizens are invited to
	email
	kennesawcouncil@kennesaw-ga.gov .
	4:14,21-2023
	MDJ-3595



-  Subject Parcel
-  200' Radius
-  Properties Notified

2754 S Main Street
Land Lot 138,
Tax Parcel 188

RZ2023-02
200' PROPERTY NOTIFICATION



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

Doreen Escoville
 MAYOR
Lee Murray
 CITY CLERK

Date: 3/24/2023

RZ2023-02 D. Notification Map



Tax Parcel - 20013800700

KENNESAW CITY OF
2539 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013800890

CARLILE KENNETH R SR
3820 VINEYARDS LAKE CIR
KENNESAW GA 30144

Tax Parcel - 20013801880

BENCIVENGA GABRIEL LIVING TRUST 7/09/02
GABRIEL BENCIVENGA LLC
1020 RIVERSIDE RD
ROSWELL GA 30076

Tax Parcel - 20013800800

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013800840

SHANTI KUNJ INC
2778 S MAIN ST
KENNESAW GA 30144-3549

Tax Parcel - 20013803140

BUTLER JOSHUA ANDREW
2741 SUMMERS ST NW
KENNESAW GA 30144

Tax Parcel - 20013800870

KENNESAW VILLAGE LLC
P O BOX 52167
ATLANTA GA 30355

Tax Parcel - 20013803530

ELIZABETH & GRADY BARNHILL LIVING TRUST
2204 FULLERS ALY
KENNESAW, GA 30144

Tax Parcel - 20016700200

PRO BUILD REAL ESTATE HOLDINGS LLC C/O
RYAN LLC
1999 BROADWAY STE 4100
DENVER CO 80202

Tax Parcel - 20013803540

WAGNER EDWARD
2202 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013803500

BARNES MICHAEL S
2305 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013800900

EVERY BLOOMING THING INC
1240 WOOLF VALLEY CT
ACWORTH GA 30102

Tax Parcel - 20013803510

BURTON LORI
2307 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013800910

BUTLER JOSHUA ANDREW
2741 SUMMERS ST
KENNESAW GA 30144

Tax Parcel - 20013803520

LARSEN KAREN A & LOYA JESSICA LEIGH
2206 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013803490

HELLRIEGEL JENNIFER LYNN & CHARLES JOHN
2303 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013803200

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013803130

SHANTI KUNJ INC
2778 S MAIN ST
KENNESAW GA 30144-3549

Tax Parcel - 20013803470

BROWNSWORTH RONNIE & KENDRA NICOLE
2207 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013800740

TERRACES AT DEPOT PARK TOWNHOME
ASSOCIATION INC
701 WHITLOCK AVE SUITE K 46
MARIETTA GA 30064

Tax Parcel - 20013803480

CALOV STEVEN C
2301 FULLER'S ALY
KENNESAW GA 30144

Agenda Item #2



- Case #: RZ2023-02(F)
- Address: 2817 Sardis Street or parcel number 20013800770
- Property Owner: City of Kennesaw
- Application Type:
 - Rezoning
 - Consideration for approval to rezone subject property from R-15 (Single-Family Residential) to Central Business District (CBD). Property is vacant and located in Depot Park, consists of 0.9 +/- acres and lies in land lot 138 and tax parcel 77.



LAND CASES	LAND USE OR ZONING		
	FROM	TO	
AV	RZ2023-02	R-15	CBD
AX	LU		
DX	AV – Administrative Variance AX – Annexation DX – De-annexation HBR – Historic Board Review LU – Land Use RZ – Re-zoning SLUP – Special Land Use ZV – Variance		
HBR	ZONING		
SLUP	KENNESAW CITY LIMITS		
ZV	COBB COUNTY		
	LAND LOT		

2817 Sardis Street

Land Lot 138, Tax Parcel 77

Subject Property

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

Don't Essenberg
 MAYOR

Bob Henry
 CITY CLERK

Scale: 1" = 150'

Print Date: 3/24/2023

©2023-02E_Aerial Map

Case #: RZ2023-02(F)



REZONING APPLICATION

Required Fee ~~\$375.00~~

\$0

Date Received 3/17/2023

Staff's Initials AT

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

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

Date of Consultation N/A

Staff's Initials AT

REZONING PROPERTY ADDRESS 2817 Sardis Street

Land Lot 138 Tax Parcel 77 Lot Size 0.79

Resident Population 0 Housing Units 0 Other Buildings 0

Zoning Request from:

Present Zoning R-15 To: CBD

For the purpose of: rezoning from R-15 to CBD

APPLICANT EMAIL zoningdept@kennesaw-ga.gov Applicant Name: City of Kennesaw

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144

(Phone #) (770)-590-8268 -Zoning Office

Applicant Signature [Signature] Date 4-13-23

Signed, sealed and delivered in presence of: Miranda Taylor 4-13-23
Notary Date



REPRESENTATIVE _____

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

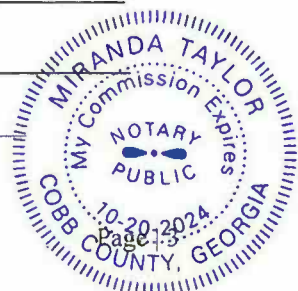
Representative Signature _____ Date _____

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

TITLEHOLDER: CITY OF KENNESAW (Phone #) _____

Signature: [Signature] Address _____

Signed, sealed and delivered in presence of: Miranda Taylor 4-13-23
Notary Date



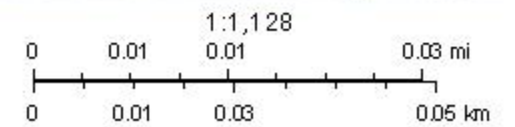
2817 Sardis Street (PIN: 20013800770)



4/21/2023, 11:07:46 AM

 Parcels

 Subject property



Google Street View





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

PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

Rezoning from R-15 to CBD

The property referred to is located at:

2817 Sardis Street

and is within a 200 foot radius of your property. It is described as Land Lot 138 20th District, 2nd Section, Tax Parcel 77 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 05/03 at 6:30 ~~7:00~~ p.m., and the Mayor and Council on 05/15 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning

Commission, Mayor and Council, sends this notice to you.

Any questions, please contact:
Planning & Zoning Department
zoningdept@kennesaw-ga.gov
(770)-590-8268

Dated

4-13-23

Applicant

[Signature]



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

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

Regarding the above statement, please answer "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:

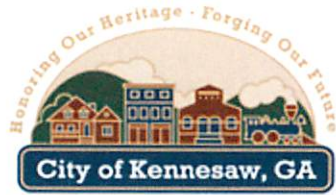
An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 20 day of April, 2023

Applicant Signature: [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.



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

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200-feet will be mailed out on or before 04/14/2023 in accordance with the application requirements.

4/20/23

Date

[Signature]

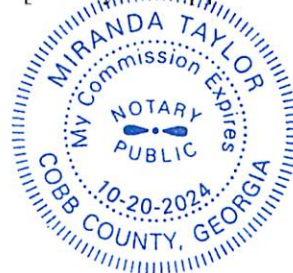
Applicant or Authorized Agent

Sworn and subscribed before me this 20th day of April 2023

Miranda Taylor

Notary Public Signature

[Notary Stamp]



**CITY OF KENNESAW
LAND USE NOTICE**
APPLICATION # **RZ2023-02**
Rezoned to Central Business District.
CBD Expansion Phase 2.
PURPOSE
DATE OF PUBLIC MEETING: **5/3/2023** TIME: **6:30PM**
DATE OF PUBLIC MEETING: **5/15/2023** 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 and access to all
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

**PLEASE LEASH
AND PICK UP
AFTER
YOUR PET**
KENNESAW
CITY ORDINANCE
SEC. 10-6A - ANIMALS
SEC. 10-6B - CONTROL OF
ANIMALS

04.18.2023 09:30

State of Georgia, under the trade name: Dumpster Rental Smyrna and that the nature of said business is: provide roll off dumpsters for rent to commercial and residential customers and that said business is composed of the following: Robert Hamilton 2212 Yager Creek Drive Apt. E Charlotte, NC 28273

This 11th day of April, 2023
Connie Taylor
Clerk of Superior Court, Cobb County
4:14,21-2023

MDJ-3620
GP-6
APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER A TRADE NAME STATE OF GEORGIA COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Smyrna, County of Cobb, State of Georgia under the name of: THE ATLANTIC VININGS and that the nature of the business is Apartment Rentals and that said business is composed of the following: (Partnership) Business address: BLUE ATLANTIC VININGS, LP 3385 Atlanta Rd SE Smyrna, GA 30080

This affidavit is made in compliance with Georgia Code Annotated Title 10 Chapter 1 Section 490.

4:14,21-2023

3065 Planning Commission

MDJ-3496
GP-16
City of Acworth Public Hearing

The City of Acworth hereby gives notice that a Public Hearing will be held to give consideration to a rezoning request by Rolling Thunder, LLC, for properties located in Land Lots 23 and 80, Parcels 1, 19, and 112 of the 20th District, 2nd Section of Cobb County, Georgia (3836 & 4643 Cowan Road and 4691 Old Cowan Road). The applicant is requesting to rezone the tract from RM-6; R-5 to RM-6, Multi-Family Residential.

The City of Acworth hereby gives no-

Heren Hair Stamps Revocable Trust, owner) requesting rezoning from HI, R-20 to RRC for mixed use; retail, multifamily in Land Lots 175, 176, 283, and 284 of the 12th District. Located on the east and west side of River View Road, northeast of Veterans Memorial Highway (6324, 6330 River View Road).
Z-15 SDP ACQUISITIONS, LLC (McCamy Investments, L.P.; McCamy Properties, LLC; BK Properties, L.P.; VKEP-B, LLC owners) requesting rezoning from R-20, RA-4, GC, OI, NS, OS to PVC, OS for mixed Use; townhomes, multifamily, office, retail, warehouse in Land Lots 364, 365, 428, and 429 of the 16th District. Located on the south side of Chastain Road, on the west side of Chastain Meadows Parkway (Chastain Road, Chastain Meadows Parkway).

Temporary Land Use Permits
LUP-7 SANDY CLOUGH (Sandra L. Clough and Richard C. Clough, owners) requests a Temporary Land Use Permit (Renewal) to allow an artist's studio and the storage of art prints in Land Lot 336 of the 20th District. Located on the west side of Trail Road, north of the intersection of Trail Road and Midway Road (25 Trail Road).

LUP-8 ANDREW BECHTOLD (Andrew Boyd Bechtold, owner) requests a Temporary Land Use Permit to allow a photography studio in Land Lot 871 of the 17th District. Located on the west side of Old Virginia Court, north of Terrell Mill Road (1362 Old Virginia Court).

SPECIAL LAND USE PERMIT
SLUP-3 ALEXANDRIA HOLDINGS GROUP INC. (Lux Homes, LLC, owner) requests a Special Land Use Permit for used auto sales in Land Lot 37 of the 17th District. Located on the south side of Veterans Memorial Highway, west of Puckett Drive (621, 633, 651 Veterans Memorial Highway).

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at 6:30 P.M. and the Mayor and Council will hold a public hearing on May 15, 2023, at 6:30 P.M. Both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

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4:14,21-2023

MDJ-3594
GP-16
City of Kennesaw Rezoning Request

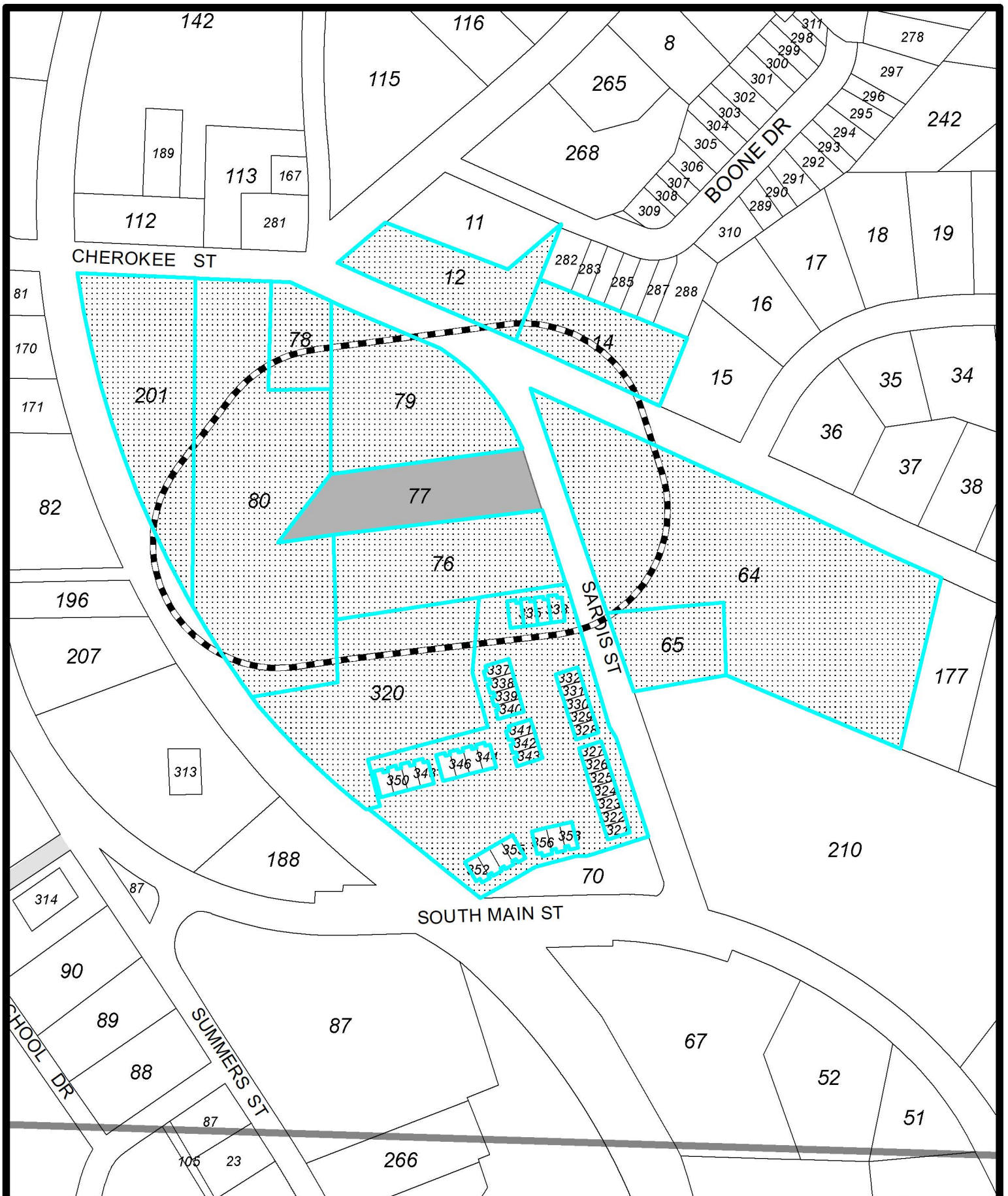
Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for a rezoning request submitted by the City of Kennesaw. Said request is to change the zoning of the following properties from their current zoning designation to Central Business District: 0 Cobb Parkway (Parcel Number 20013900990), 2681 S Main Street, 2716 S Main Street, 2753 Watts Drive, 2754 S Main Street, 2817 Sardis Street and 2971 N Main Street. This is a city initiated rezoning, phase 2, to expand the downtown Central Business District zoning district.

Said meetings shall be held before the Planning Commission on May 3, 2023 at 6:30PM and the Mayor and Council will hold a public hearing on May 15, 2023 at 6:30PM both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

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4:14,21-2023

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	MDJ-3594
	GPN-16
	City of Kennesaw
	Rezoning Request
or-	Notice is hereby given that the City of
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	4:14,21-2023
	MDJ-3595



-  Subject Parcel
-  200' Radius
-  Properties Notified

2817 Sardis Street
Land Lot 138,
Tax Parcel 77

RZ2023-02
200' PROPERTY NOTIFICATION



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

Derek Escovado
 MAYOR
Lee Murray
 CITY CLERK

Date: 3/24/2023

RZ2023-02 E Notification Map



Tax Parcel - 20013803330

PETERSON SEAN
2907 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013803360

CAGLE MARK ANTHONY & HAN LILING
2901 FULLER'S ALY
KENNESAW GA 30144

Tax Parcel - 20013803340

ROBINSON EVERETT LAMAR & JAYNA
2905 FULLERS ALY
KENNESAW GA 30144

Tax Parcel - 20013803350

MULLEN CHRISTOPHER L & SHELBY NICOLE
2903 FULLERS ALY
KENNESAW, GA 30144

Tax Parcel - 20013800760

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013800640

FERRIS PATRICK MARLON & ROBERT L
2080 BIG SHANTY DR
KENNESAW GA 30144

Tax Parcel - 20013800780

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013802010

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013800790

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013800120

LAST FAMILY TRUST
1025 ROSE CREEK DR STE 620-331
WOODSTOCK GA 30189

Tax Parcel - 20013800800

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013800140

FERRIS PATRICK M
2080 BIG SHANTY DR
KENNESAW GA 30144-2806

Tax Parcel - 20013800650

BUSH GARY GRAHAM & BUSH FREEDA LEACH
2790 SARDIS ST
KENNESAW GA 30144

Tax Parcel - 20013800740

TERRACES AT DEPOT PARK TOWNHOME
ASSOCIATION INC
701 WHITLOCK AVE SUITE K 46
MARIETTA GA 30064

Tax Parcel - 20013803200

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Agenda Item #2



- Case #: RZ2023-02(G)
- Address: 2971 N Main Street or parcel number 20013900200
- Property Owner: David & Kathryn Collier
- Application Type:
 - Rezoning
 - Consideration for approval to rezone subject property from R-15 (Single-Family Residential) to Central Business District (CBD).
Property currently has an unoccupied historic single-family detached home located in the North Main Street historic district. It consists of 1.5 +/- acres and lies in land lot 139 and tax parcel 20.



LAND CASES	LAND USE OR ZONING		
	FROM	TO	
AV	RZ2023-02	R-15	CBD
AX	LU		
DX	AV – Administrative Variance AX – Annexation DX – De-annexation HBR – Historic Board Review LU – Land Use RZ – Re-zoning SLUP – Special Land Use ZV – Variance		
HBR			
SLUP			
ZV			
	ZONING KENNESAW CITY LIMITS COBB COUNTY LAND LOT		

2971 N Main Street

Land Lot 139, Tax Parcel 20

Subject Property

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

David Escamero
 MAYOR

Bob Henry
 CITY CLERK

Scale: 1" = 100'

Print Date: 4/10/2023

RZ2023-02H_Aerial Map

Case #: RZ2023-02 (G)



REZONING APPLICATION

Required Fee \$0

Date Received 4-10-2023
Staff's Initials AT

Is this property located within the Kennesaw Historic District? (yes) ☒ (no) ☐

Date of Consultation (if any/not required) N/A Staff's Initials AT

REZONING PROPERTY ADDRESS 2971 N. MAIN STREET

Parcel ID Number: 20013900200 Land Lot 139 Tax Parcel Lot Size 1.6 ACRES

Current Use RESIDENTIAL (VACANT) Buildings 1 Accessory Units 0

Current Zoning RESIDENTIAL To: Central Business District (CBD)

APPLICANT NAME City of Kennesaw, Georgia

Applicant E-mail zoningdept@kennesaw-ga.gov

Applicant Address 2529 J O Stephenson Avenue, Kennesaw, GA 30144

Phone # (770) 590-8268 - Zoning Office

Applicant Signature [Signature] Date 4-20-23

Signed, sealed and delivered in presence of: Miranda Taylor 4-20-23

Notary

Date



REPRESENTATIVE NAME (IF APPLICABLE)

Phone # Work # Fax #

Representative Signature Date

Signed, sealed and delivered in presence of:

Notary

Date

PROPERTY OWNER NAME (MUST CORRELATE TO NAME ON DEED): KATHRYN COLLIER

Property Owner E-mail [Redacted]

Property Owner Mailing Address [Redacted]

Phone # [Redacted]

Property Owner Signature Kathryn A. Collier Date Apr. 10, 2023

Signed, sealed and delivered in presence of: Miranda Taylor 4-10-23

Notary

Date



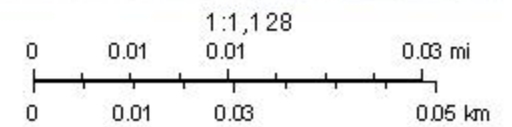
2971 N Main Street (PIN: 20013900200)



4/21/2023, 11:09:10 AM

 Parcels

 Subject property



Google Street View



STANDARD WARRANTY DEED

81 JAN 28 AMO 59



STATE OF GEORGIA,

John Graham
Cobb
Cobb Superior Court Clerk

THIS INDENTURE, made this 31st day of Octoberin the year of our Lord One Thousand Nine Hundred and eightybetween JAMES E. ALLENof the State of Georgiaand County of Cobb

of the first part

and DAVID COLLIER and KATHRYN A. COLLIER, Joint Tenants with Survivorshipof the State of Georgiaand County of Cobb

of the second part

WITNESSETH: That the said part Yof the first part, for and in consideration of the sum of TEN AND 00/100 (\$10.00) and other good and valuable consideration----- DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged

has S granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and conveyunto the said part IES of the second part, their heirs and assigns, all that tract orparcel of land lying and being in Land Lot 119 of the 29th District, 2nd Section, Cobb County, Georgia, as shown on plat of survey by Lane S. Bishop dated January 4, 1978, a copy of which is recorded in Plat Book 59, page 134, Cobb County records, being more particularly described as follows:

BEGINNING at an iron pin found in the following manner: BEGIN at the intersection of the centerline of Dallas Street with the southwesterly right of way of Lewis Street and run thence northwesterly 703 feet along the southwesterly right of way of Lewis Street and continuing along the southwesterly right of way of Georgia Highway No. 293 to an iron pin and the TRUE POINT OF BEGINNING; FROM THE POINT OF BEGINNING THUS ESTABLISHED, thence south 17 degrees 45 minutes 20 seconds west 356.72 feet to an iron pin; thence south 87 degrees 10 minutes west 211 feet to an iron pin; thence north 22 degrees 35 minutes east 230 feet to an iron pin; thence north 23 degrees 33 minutes east 150 feet to an iron pin at the southwesterly right of way of Georgia Highway No. 293; thence south 70 degrees 42 minutes 20 seconds east 115 feet along the southwesterly right of way of Georgia Highway No. 293 to an iron pin; thence south 58 degrees 00 minutes east 43 feet along the southwesterly right of way of Georgia Highway No. 293 to an iron pin and the point of BEGINNING.

This conveyance is subject to a Deed to Secure Debt in favor of Pilgrim Mortgage Corporation in the original principal amount of \$36,000.00 and dated January 12, 1973.

Real Estate Transfer Tax

Paid \$ 12.00Date 1-28-81

Clerk of Superior Court

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it the said part IES of the second part, their heirs and assigns forever, IN FEE SIMPLE.

And the said part Y of the first part, for his heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said part IES of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part Y of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of

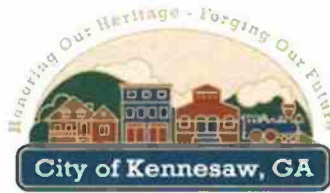
Susan L. Williams
WITNESS

James E. Allen
JAMES E. ALLEN (Seal)

Barry R. Purdy
NOTARY PUBLIC

Notary Public, Georgia, State of Large
My Commission Expires JAN. 4, 1983

N.P.
SEAL



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

PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

Rezoning from R-15 to CBD

The property referred to is located at:

2971 N Main Street

and is within a 200 foot radius of your property. It is described as Land Lot 139 20th District, 2nd Section, Tax Parcel 20 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 05/03 at 6:30 ~~7:00~~ p.m., and the Mayor and Council on 05/15 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning

Commission, Mayor and Council, sends this notice to you.

Any questions, please contact:
Planning & Zoning Department
zoningdept@kennesaw-ga.gov
(770)-590-8268

Dated 4-13-23

Applicant [Signature]



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

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

Regarding the above statement, please answer "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 20 day of April, 2023

Applicant Signature: [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.



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

CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200-feet will be mailed out on or before 04/14/2023 in accordance with the application requirements.

4/20/23

Date

[Signature]

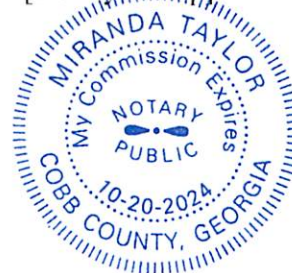
Applicant or Authorized Agent

Sworn and subscribed before me this 20th day of April 2023

Miranda Taylor

Notary Public Signature

[Notary Stamp]





**CITY OF KENNESAW
LAND USE NOTICE**

APPLICATION # **RZ2023-02**
Rezoning to Central Business District.
CBD Expansion Phase 2.

PURPOSE

DATE OF PUBLIC MEETING: 5/3/2023 TIME: 6:30PM

DATE OF PUBLIC MEETING: 5/15/2023 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](http://www.kennesaw-ga.gov)

FOR FURTHER INFORMATION, PLEASE CALL:
PLANNING AND ZONING DEPARTMENT 770-590-8268

04.18.2023 09:39

State of Georgia, under the trade name: Dumpster Rental Smyrna and that the nature of said business is: provide roll off dumpsters for rent to commercial and residential customers and that said business is composed of the following: Robert Hamilton 2212 Yager Creek Drive Apt. E Charlotte, NC 28273

This 11th day of April, 2023

Connie Taylor
Clerk of Superior Court, Cobb County
4:14,21-2023

MDJ-3620
GPJ-6
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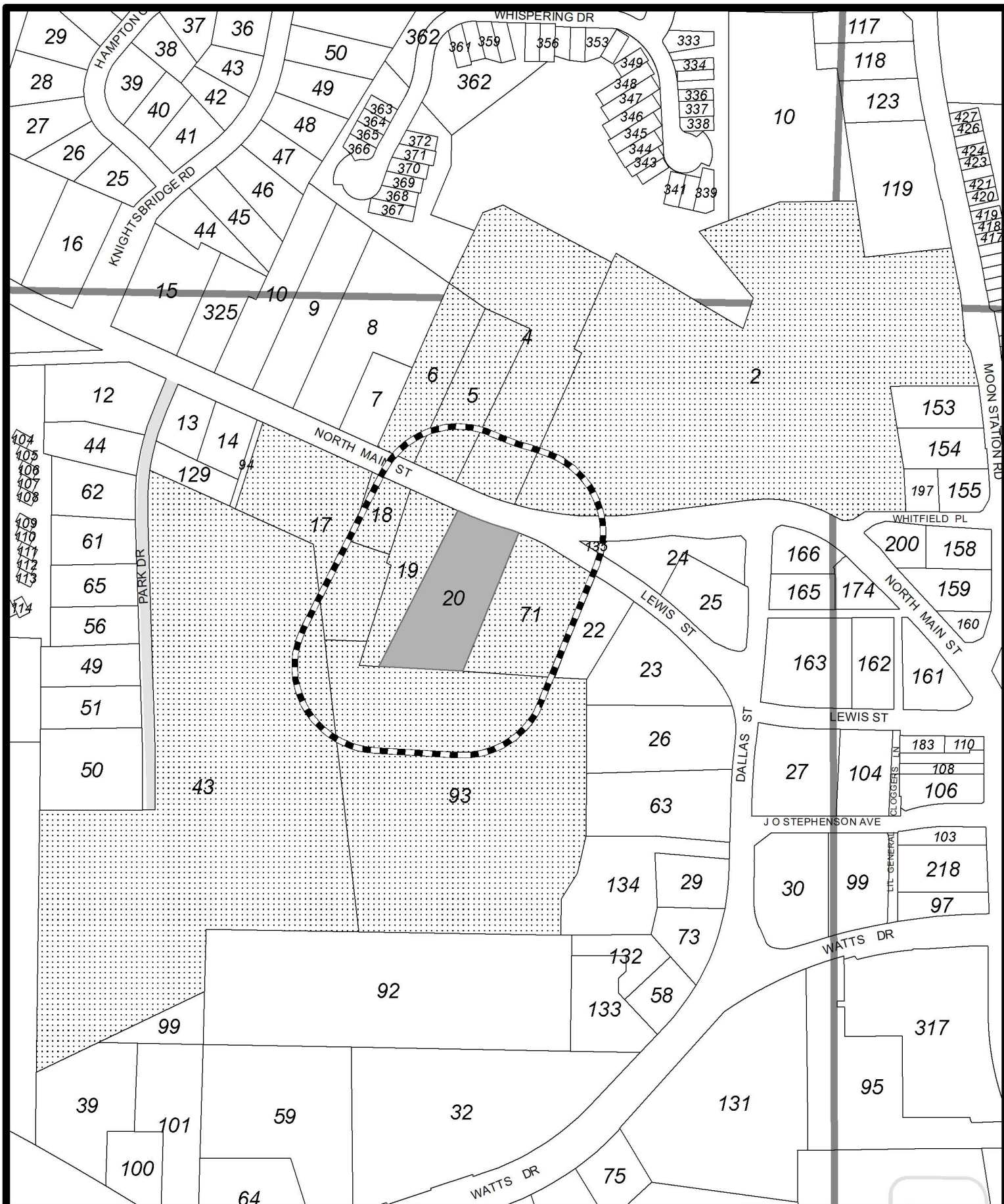
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	4:14,21-2023
	MDJ-3595



-  Subject Parcel
-  200' Radius
-  Properties Notified

2971 N Main Street
Land Lot 139,
Tax Parcel 20

RZ2023-02
200' PROPERTY NOTIFICATION



CITY OF KENNESAW
PLANNING & ZONING DEPT.
 770-590-6268

Derek Escovado
 MAYOR
Lee Murray
 CITY CLERK

Date: 4/10/2023

RZ2023-02 H Notification Map



Tax Parcel - 20013900710

SHANKLIN JEANNE L
719 CEDAR CREEK WAY
WOODSTOCK GA 30189

Tax Parcel - 20013900190

WATKINS KIMBERLY C & STEWART JAMES R
2975 NW MAIN ST
KENNESAW GA 30144

Tax Parcel - 20013900180

OROCHENA ORLANDO & MADELYN
2981 N MAIN ST NW
KENNESAW GA 30144

Tax Parcel - 20013900930

KENNESAW CITY OF
2529 J O STEPHENSON DR
KENNESAW GA 30144

Tax Parcel - 20013900040

SHELTON WILLIAM DAVID & DIANE EDWARDS
2966 N MAIN ST NW
KENNESAW GA 30144

Tax Parcel - 20013900430

KENNESAW CITY OF
2539 PARK DR
KENNESAW GA 30144

Tax Parcel - 20013900020

FIRST BAPTIST CHURCH KENNESAW
2958 MAIN ST
KENNESAW GA 30144

Tax Parcel - 20013900170

WEEKS JERRY F
3199 OLD 41 HWY
KENNESAW GA 30144

Tax Parcel - 20013901350

CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW GA 30144

Tax Parcel - 20013900050

SHERRILL JEANETTE GABLE & ROBERT DWAIN
& STOWE DONNA ELAINE
2972 N MAIN ST NW
KENNESAW GA 30144

Tax Parcel - 20013900060

THOMAS DANE & MILLER KRISTIN
2976 N MAIN ST NW
KENNESAW GA 30144-2735

Tax Parcel - 20013900200

COLLIER DAVID & KATHRYN A
660 N BOOTH RD
KENNESAW GA 30144

Agenda Item #3



- Case #: MISC2023-02
- Address: Citywide
- Application Type:
 - Text amendment
 - Consideration for approval of a text amendment request as submitted by the City of Kennesaw. Said request is to amend the Unified Development Code, Appendix A, Chapter 5 “Standards for Accessory and Temporary Uses,” Section 5.03.14 and Section 5.03.18 of said chapter regarding political campaign signage.

TO: MAYOR AND COUNCIL

FROM: R. RANDALL BENTLEY, SR./JAMIE WINGLER

DATE: FEBRUARY 10, 2023

RE: SIGN ORDINANCE AMENDMENT

MEMORANDUM

We were asked to review whether Uniform Development Code, Sections 5.03.18(A)(7); (b)(10); (C)(14); and (D)(14) regarding Standard Information Signs, conflicted with the Official Code of Georgia Annotated. O.C.G.A. § 16-7-58(a)(2) states in part that: “no municipal, county, or consolidated government may restrict by regulation or other means the length of time a political campaign sign may be displayed or the number of signs which may be displayed on private property for which permission has been granted.” Under this Code section, the City may not restrict the display of political campaign signs on private property.

The four sections of 5.03.18 in question are identical and state as follows: “Standard Information Sign. Each lot less than one acre may display two standard information signs. Any lot greater than 1 acre may display two standard informational signs for every 250 feet of road frontage. Exception: Between the date of qualification and final determination of each ballot issue or candidate of a political election, each such lot may display an unlimited number of standard informational signs. PSP, TSP and building permit are not required for any standard information sign.” [Emphasis added]. Because they limit the time and number of political campaign signs that may displayed, these ordinance provisions appear to be in conflict with O.C.G.A. § 16-7-58(a)(2).

Therefore, we recommend the following amendment to the four code sections: “Standard Information Sign. Each lot less than one acre may display two standard information signs. Any lot greater than 1 acre may display two standard informational signs for every 250 feet of road frontage. ~~Exception: Between the date of qualification and final determination of each ballot issue or candidate of a political election, each such lot may display an unlimited number of standard informational signs.~~ PSP, TSP and building permit are not required for any standard information sign. Exception: This section does not apply to political campaign signs which are governed by O.C.G.A. § 16-7-58(a)(2).”

Please find attached a proposed ordinance amendment incorporating the changes to the ordinance, in addition to changes proposed by Councilmember Ferris.

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 5, APPENDIX A OF THE UNIFIED DEVELOPMENT CODE, OF THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SO AS TO AMEND SECTIONS 5.03.14 AND 5.03.18 OF SAID CHAPTER REGARDING POLITICAL CAMPAIGN SIGNS WITHIN THE CITY LIMITS OF KENNESAW, GEORGIA.

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

SECTION 1. Chapter 5, Appendix A of the Unified Development Code, of the Code of Ordinances of the City of Kennesaw, Georgia, to amend section 5.03.14 of said Chapter by adding the following:

5.03.14 - General Sign Location

- A. All signs shall be located on private property, except signs erected on public property by any authorized governmental entity. No sign shall be erected on or encroach on any public right of way, except as authorized by a governmental unit or agency.**
- B. Obstructions to doors, windows or fire escapes. No sign shall be erected, relocated, or maintained so as to prevent free ingress and egress from any door, window or fire escape.**
- C. Signs not to constitute traffic hazard. No sign or any part thereof, except authorized public signs, shall be located in any public right of way or public property unless authorized by the City of Kennesaw. No sign may be located any closer than 15 feet to an intersection as measured from the intersection of the two rights of way.**
- D. Setback. In any event, unless a more restrictive setback is specified in the conditions of zoning or otherwise in the zoning district in which the sign is located, all signs and parts of signs shall be set back at least five feet from the right of way of a private street or public roadway. No sign shall project over the right of way.**
- E. No privately owned sign shall be allowed in any easement, including but not limited to the following: (1) conservation easement; (2) dedicated greenspace; (3) facility easement (i.e. sanitary sewer, drainage, access/ egress); (4) City or County controlled and maintained easement.**

- F. Political campaign signs are expressly prohibited on public property owned or otherwise under the control of the City of Kennesaw.
- G. It shall be unlawful for any person to erect, place, or maintain within the dedicated right of way of any public road any sign, signal, or other device except as authorized by law or ordinance.
- H. Any sign, signal, device, or other structure erected, placed, or maintained on the dedicated right of way of any public road in violation of paragraph (G) of this ordinance section or in violation of any ordinance adopted pursuant to paragraph (G) of this Code section is declared to be a public nuisance, and city officials may remove or direct the removal of the same.
- I. Any person who violates paragraph (G) of this ordinance section shall be punished the same as for littering under Code Section 16-7-43. Any person who violates any other provision of this ordinance section shall be guilty of a misdemeanor and punished as set forth in the Kennesaw Code of Ordinances, Sec. 1-11. The remedies and penalties set forth herein are nonexclusive and the exercise of one or more of such remedies or penalties shall not preclude the exercise of another.

(Ord. No. 2019-05 , § 2(Exh. B), 9-16-19)(State law references: O.C.G.A. §§ 16-7-58 and 32-6-51).

SECTION 2. Chapter 5, Appendix A of the Unified Development Code, of the Code of Ordinances of the City of Kennesaw, Georgia, to amend section 5.03.18 of said Chapter by replacing paragraph 5.03.18(A)(7) with the following:

7. Standard Information Sign. Each lot less than one acre may display two standard information signs. Any lot greater than 1 acre may display two standard informational signs for every 250 feet of road frontage. PSP, TSP and building permit are not required for any standard information sign. Exception: This section does not apply to political campaign signs which are governed by O.C.G.A. § 16-7-58(a)(2).

SECTION 3. Chapter 5, Appendix A of the Unified Development Code, of the Code of Ordinances of the City of Kennesaw, Georgia, to amend section 5.03.18 of said Chapter by replacing paragraph 5.03.18(B)(10) with the following:

10. Standard Information Sign. Each lot less than one acre may display two standard information signs. Any lot greater than 1 acre may display two standard informational signs for every 250 feet of road frontage. PSP, TSP and building permit are not required for any standard information sign. Exception: This section does not apply to political campaign signs which are governed by O.C.G.A. § 16-7-58(a)(2).

SECTION 4. Chapter 5, Appendix A of the Unified Development Code, of the Code of Ordinances of the City of Kennesaw, Georgia, to amend section 5.03.18 of said Chapter by replacing paragraph 5.03.18(C)(14) with the following:

14. Standard Information Sign. Each lot less than one acre may display two standard information signs. Any lot greater than 1 acre may display two standard informational signs for every 250 feet of road frontage. PSP, TSP and building permit are not required for any standard information sign. Exception: This section does not apply to political campaign signs which are governed by O.C.G.A. § 16-7-58(a)(2).

SECTION 5. Chapter 5, Appendix A of the Unified Development Code, of the Code of Ordinances of the City of Kennesaw, Georgia, to amend section 5.03.18 of said Chapter by replacing paragraph 5.03.18(D)(14) with the following:

14. Standard Information Sign. Each lot less than one acre may display two standard information signs. Any lot greater than 1 acre may display two standard informational signs for every 250 feet of road frontage. PSP, TSP and building permit are not required for any standard information sign. Exception: This section does not apply to political campaign signs which are governed by O.C.G.A. § 16-7-58(a)(2).

SECTION 6. BE IT ORDAINED THAT all ordinances, parts of ordinances, or regulations in conflict herewith are repealed as of the effective date of this ordinance.

SECTION 7. BE IT FURTHER ORDAINED THAT should any section of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 8. BE IT FURTHER ORDAINED THAT this ordinance shall become effective on _____, 2023, and after its adoption and execution by the mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of May 2023.

ATTEST: CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

8065 Planning Commission

MDJ-3595

GPN-16

CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend APPENDIX A "UNIFIED DEVELOPMENT CODE," CHAPTER 5 "STANDARDS FOR ACCESSORY AND TEMPORARY USES," SECTION 5.03.14 AND SECTION 5.03.18 OF SAID CHAPTER REGARDING POLITICAL CAMPAIGN SIGNS."

A copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8 a.m. to 5 p.m. for public viewing. The Planning Commission shall hold the first public hearing on May 3, 2023 at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on May 15, 2023 at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. All interested persons may attend and be heard relative there to.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email

kennesawcouncil@kennesaw-ga.gov.

4:14,21-2023

MDJ-3597

GPN-13

CITY OF SMYRNA
ZONING AMENDMENT NOTICE
TO THE RESIDENTS AND
CITIZENS OF SMYRNA
LOCATION: 4788 & 4840
HANSON DRIVE &
PART OF 4838 S COBB DRIVE

Notice is herewith published in accordance with the Charter of the City of Smyrna that an application has been made by JASON LEWIS for a zoning amendment to amend the currently approved site plan, building elevations and density, at the property located in Land Lot 690 & 691 of the 17th District of the 2nd Section of Cobb County, Georgia.

THERE WILL BE NO LAND USE CHANGE FROM MIXED USE. A hearing will be held before the Mayor and City Council of Smyrna at a regular meeting on Monday, May 15, 2023, at 7:00 p.m. in the Magnolia Room of the Community Center, 200 Village Green Circle, Smyrna, Georgia, 30080.

PROPERTY DESCRIPTION:
Property Address: 4788 & 4840 Hanson Drive, and part of 4838 S Cobb Drive
Parcel Identification Number: 17069100100, 17069000010, 17069000080 (partial)

4:14-2023

MDJ-3598

GPN-13

CITY OF SMYRNA
NOTICE OF MORATORIUM
ON AUTO SALES
AND SERVICE USES
TO THE RESIDENTS
AND CITIZENS OF SMYRNA
LOCATION: CITY WIDE

Notice is herewith published in accordance with the Charter of the City of Smyrna, the City Council concludes that it is necessary and desirable to adopt a moratorium for 180 days on applications seeking the issuance of a building permit or seeking to rezone a property to allow it to be used for automobile service stations, automobile parts and tire stores, automobile and truck sales and service, automobile repair (major and minor), emission and inspection stations, automobile wash services, automobile truck and trailer leasing, and to consider other amendments to the zoning ordinances regarding these uses. The moratorium would extend for no longer than six months beginning May 1, 2023, during which time the city would evaluate the city's existing standards on automotive uses. A hearing will be held before the Mayor and City Council of Smyrna at a regular meeting on Monday, May 1, 2023, at 7:00 p.m. in the Magnolia Room of the Community Center, 200 Village Green Circle, Smyrna, Georgia, 30080.

PROPERTY DESCRIPTION:
Property Address: City Wide
Parcel Identification Number: All parcels

4:14-2023

MDJ-3603

GPN-13

CITY OF SMYRNA
VARIANCE NOTICE
TO THE RESIDENTS AND

8070 Probate

a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

KRISTIN POLAND
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
3:24,31;4:7,14-2023

MDJ-3034

GPN-18

IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
GLENDA SANDBERG,
DECEASED
ESTATE NO. 07-P-1002-A
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE

TO: whom it may concern:
LISA SANDBERG BAECHER has petitioned to be appointed administrator of the estate of **GLENDA SANDBERG** deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **April 24, 2023**.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

KELLI L. WOLK
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
3:24,31;4:7,14-2023

MDJ-3035

GPN-18

IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
JULIEN ENTEZARI,
DECEASED
ESTATE NO. 23-P-0422
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE

TO: whom it may concern:
PASCALE JOSEPH ENTEZARI has petitioned to be appointed administrator of the estate of **JULIEN ENTEZARI** deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **April 24, 2023**.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

KRISTIN POLAND
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
3:24,31;4:7,14-2023

MDJ-3036

GPN-18

IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF

8070 Probate

setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

TARA C. RIDDLE
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
3:24,31;4:7,14-2023

MDJ-3039

GPN-18

IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
DAVID EUGENE WHISENANT,
DECEASED
ESTATE NO. 23-P-0582
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE

TO: whom it may concern:
BEVERLY ELIZABETH WHISENANT has petitioned to be appointed administrator of the estate of **DAVID EUGENE WHISENANT** deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **April 24, 2023**.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

KRISTIN POLAND
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
3:24,31;4:7,14-2023

MDJ-3040

GPN-18

IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
STACEY MCHANN WALKER,
DECEASED
ESTATE NO. 23-P-0590
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE

TO: whom it may concern:
AVERY JOHNSON has petitioned to be appointed administrator of the estate of **STACEY MCHANN WALKER** deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **April 24, 2023**.

BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.

KRISTIN POLAND
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090

4:14,21-2023

MDJ-3595

GPN-16

**CITY OF KENNESAW
PUBLIC NOTICE**

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Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email

kennesawcouncil@kennesaw-ga.gov.

4:14,21-2023

MDJ-3672