

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION AGENDA - THURSDAY, MARCH 1, 2018  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
6:00 PM**

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**A. ROLL CALL**

**B. INVOCATION**

**C. PLEDGE OF ALLEGIANCE**

**D. ANNOUNCEMENTS**

**E. APPROVAL OF MINUTES**

[Minutes](#) of the Voting Session held on February 15, 2018

**F. APPROVAL OF AGENDA**

**G. PUBLIC COMMENT**

**H. ALCOHOL LICENSE**

[1. New Alcohol License](#) (*Retail Consumption on Premises of Beer and Wine*) - Little Peking by Ong, LLC d/b/a Little Peking

[2. New Alcohol License](#) (*Retail Consumption on Premises of Beer and Wine*) - MAA SW Dawsonville, LLC d/b/a Spice Wing

**I. NEW BUSINESS**

- [1.](#) Consideration of Dawson County Humane Society Land Purchase Request
- [2.](#) Consideration of the Commissioners' Compensation Committee Report
- [3.](#) Consideration of Intergovernmental Agreement with the City of Johns Creek for Apparatus Storage
- [4.](#) Consideration of Chesney Fallen Firefighters Memorial Grant Program Application
- [5.](#) Consideration of 2018 Charity Boot Drive Dates
- [6.](#) Consideration of 2017 Board of Commissioners' Expenses
- [7.](#) Consideration of the Disposal Services Agreement with Advanced Disposal/Eagle Point Landfill
- [8.](#) Consideration of Annexations #C8-00018 and #C8-00048 through #C8-00057
- [9.](#) Consideration of Supplemental Letter of Support for Legislation to Create Big Canoe Water & Sewer Authority

**J. PUBLIC COMMENT**

**K. ADJOURNMENT**

**Backup material for agenda item:**

Minutes of the Voting Session held on February 15, 2018

**DAWSON COUNTY BOARD OF COMMISSIONERS  
VOTING SESSION MINUTES – FEBRUARY 15, 2018  
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM  
25 JUSTICE WAY, DAWSONVILLE  
6:00PM**

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**ROLL CALL:** Those present were Chairman Thurmond; Commissioner Fausett, District 1; Commissioner Gaines, District 2; Commissioner Hamby, District 3; Commissioner Nix, District 4; County Attorney Frey; County Clerk Cloud; and interested citizens of Dawson County. County Manager Headley was not present.

**INVOCATION:** Chairman Thurmond

**PLEDGE OF ALLEGIANCE:** Chairman Thurmond

**ANNOUNCEMENTS:**

Chairman Thurmond announced that county offices would be closed Monday, February 19, 2018, in observance of Presidents' Day.

**APPROVAL OF MINUTES:**

Motion passed unanimously to approve the minutes from the Voting Session held on February 1, 2018. Fausett/Gaines

**APPROVAL OF THE AGENDA:**

Motion passed unanimously to approve the agenda as presented. Nix/Hamby

**PUBLIC COMMENT:**

None

**ALCOHOL LICENSE:**

New Alcohol License (Retail Package of Beer and Wine) - Walgreens Co. d/b/a Rite Aid No. 11816

Motion passed unanimously to approve the New Alcohol License (Retail Package of Beer and Wine) – Walgreens Co. d/b/a Rite Aid no. 11816. Gaines/Hamby

**ZONINGS:**

AVR 17-06- Dwarkesh Inc. has made a request to appeal the Planning Director's approval of AVR 17-06 - To vary from the Land Use Resolution, Article IV, Section 400.A for a 10-foot front setback reduction along SR 53 and a 5-foot front setback reduction along War Hill Park Road to allow for the construction of a gas pump canopy. The property is located on TMP 115-060 and is zoned CHB (Commercial Highway Business).

Chairman Thurmond announced that if anyone had contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form which would be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Planning & Development Director Jason Streetman said that in December 2017 he heard and approved an administrative variance for setback relief that allowed for a gas pump canopy. Streetman said this approval was based on a history of variances granted for the site as well as others within the immediate vicinity of this request. Streetman said the approval also was based on a physical hardship - that the preexistence of the store limited where the canopy could be placed.

Appellate Attorney Stuart Teague said that his client owns the property that is across the road from the intersection to the property that will be developed with the gas canopy. Teague said his client opposes the variance primarily based on concern for safety, to include traffic, and the visual obstruction that will be presented if the canopy is moved closer to the intersection than it has been historically. Teague said the original criteria for the grant of the variance were not met.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the appeal.

The following spoke in favor of the appeal:

- Brad Worley, Dawsonville
- Edward Jester, Dawsonville

The following spoke against the appeal:

- Neil Hornsey, Dawsonville

Chairman Thurmond asked if there was anyone else present who wished to speak on AVR 17-06 and, hearing none, closed the hearing.

Motion passed 3-1 to approve the appeal of AVR 17-06. Hamby/Fausett- Commissioner Gaines voted against the motion

ZA 17-10- Brodie Allred on behalf of Norkot Financial Inc. has made a request to rezone 46.73 acres from RA (Residential Agriculture) to RSR (Residential Sub-Rural) for a 30-lot single-family residential community. The property is located at TMP 118-040. The property is zoned RA (Residential Agriculture).

Chairman Thurmond announced that if anyone had contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form which would be made available to them. Under normal program, ten minutes will be given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

Planning & Development Director Jason Streetman said ZA 17-10 was heard by the Dawson County Planning Commission in January 2018. Streetman said that the Planning Commission recommended approval of the application with the following stipulations:

1. Development shall be limited to a maximum of 30 lots
2. All dwellings shall be single-family, site-built homes with a minimum of 1,200 square feet of heated floor area per dwelling
3. Access shall be limited to Moss Road only

4. All roads created to serve the subdivision shall be paved and the financial responsibility of the applicant-owner, and all work shall be approved by Dawson County Public Works prior to final platting or any building permits being issued.
5. All stipulations of zoning shall be made a part of any plats, plans or permits associated with the development

Applicant Brodie Allred said the majority of the proposed homes will be 1,300 to 2,000 square feet in size and range from \$180,000-\$250,000, with larger lots/homes averaging about \$300,000.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application.

None spoke in favor of the application.

The following spoke against the application:

- Brannon Bennett, Dawsonville
- Margaret Abbott, Dawsonville
- Jeff Abbott Sr., Dawsonville

Chairman Thurmond asked if there was anyone else present who wished to speak on ZA 17-10 and, hearing none, closed the hearing.

Motion passed 3-1 to approve ZA 17-10 with the stipulations recommended by the Planning Commission. Gaines/Hamby- Commissioner Fausett voted against the motion

**PUBLIC HEARINGS:**

*Text Amendments to the Land Use Resolution of Dawson County (1st of 2 hearings. 2nd hearing will be held on March 15, 2018)*

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the Text Amendments to the Land Use Resolution of Dawson County and, hearing none, closed the hearing.

*Text Amendments to the Development and Design Guidelines Georgia 400 Corridor (1st of 2 hearings. 2nd hearing will be held on March 15, 2018)*

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the Text Amendments to the Development and Design Guidelines Georgia 400 Corridor and, hearing none, closed the hearing.

**UNFINISHED BUSINESS:**

*Consideration of Impact Fee Methodology Report Final Draft (tabled from the February 1, 2018, Voting Session)*

Motion passed unanimously to postpone consideration of the Impact Fee Methodology Report Final Draft until additional information is received by the board. Gaines/Hamby

**NEW BUSINESS:**

Consideration of Blacks Mill Bridge Professional Design Authorization

Motion passed unanimously to approve a contract with Southeastern Engineering in the amount of \$33,700 for Blacks Mill Bridge Professional Design services. Nix/Hamby

Consideration of RFQ #301-17 Insurance Broker Services Award Recommendation

Motion passed unanimously to approve a contract with ShawHankins at the commission rate submitted as a result of RFQ #301-17 Insurance Broker Services. Gaines/Fausett

Consideration of Board Appointment:

- Avita Community Partners
  - Angelia Brown- Replacing Joe Hirsch (Jessica Douglas) (Term: February 2018 through June 2020)

Motion passed unanimously to approve the appointment of Angelia Brown to the Avita Community Partners board with a term of February 2018 through June 2020. Nix/Gaines

Consideration of Annexation #C8-00007

Motion passed unanimously to take no further action on the agenda item. Nix/Gaines

Consideration of Annexations #C8-00009 through #C8-00016 and #C8-00019 through #C8-00026

Motion passed unanimously to take no further action on the agenda item. Gaines/Nix

**PUBLIC COMMENT:**

None

**ADJOURNMENT:**

APPROVE:

ATTEST:

\_\_\_\_\_  
Billy Thurmond, Chairman

\_\_\_\_\_  
Kristen Cloud, County Clerk

**Backup material for agenda item:**

New Alcohol License (Retail Consumption on Premises of Beer and Wine) - Little Peking by Ong, LLC d/b/a Little Peking

~~1500.00~~  
2000.00

# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This application must be signed by the applicant and notarized. Every question must be fully answered with the answer typewritten or printed. If the space provided is not sufficient, answer on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed, the application must be dated, signed, and verified under oath by the applicant and submitted to Planning and Development, together with the license fee(s) and the administrative/investigative fee (separate checks). All fees are payable to Dawson County in certified funds (bank check, certified check, or money order). **The applicant must be not less than 21 years of age.**

NOTICE: Any false answer to any question could result in the denial of a license, or in the event a license is issued, in the revocation or suspension of the license. **\*\*\*KEEP A COPY OF ALL FORMS SUBMITTED\*\*\***

FOR OFFICIAL USE ONLY:

Name of Business: Little Peking by Ong LLC

Date Received: 2-2-18 License Fee Enclosed: \$ 1500.00

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

State License Number: \_\_\_\_\_

Local License Number: \_\_\_\_\_

Administrative/Investigative Fee Enclosed: \$ 500.00 Advertising Fee Enclosed: \$ 0

1. TYPE OF LICENSE: (check one):  NEW  AMENDMENT (TRANSFER)
2. ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Consumption on Premises)  
 ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Retail Package)  
 ADMINISTRATIVE AND INVESTIGATIVE FEE:  \$250.00 (Transfer of License)  
*Note: Administrative/Investigative fees may be higher depending on the number of persons for which we conduct a federal and state background check.*  
 ADVERTISING FEE:  \$ 40.00 (Distilled Spirits)  
 (Consumption on Premises & Retail Package)

3. TYPE OF BUSINESS:
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Bona Fide Eating Establishment  | <input type="checkbox"/> Indoor Commercial Recreation Facility            |
| <input type="checkbox"/> Super Market                               | <input type="checkbox"/> Hotel/Motel                                      |
| <input type="checkbox"/> Convenience Store                          | <input type="checkbox"/> Caterer (must have alcohol by the drink license) |
| <input type="checkbox"/> Package Liquor Store (see Item 14, Page 5) | <input checked="" type="checkbox"/> Other                                 |
- Explain: Chinese restaurant

Will live entertainment be offered? No If Yes, Explain: \_\_\_\_\_



**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

**4. TYPE OF LICENSE AND FEES: PAYMENT BY CERTIFIED FUNDS ONLY!!**  
(Check all that apply) Note: If license is issued after July 1st, fees are one half.

**RETAIL PACKAGE:** (Total: Beer - Wine - Distilled Spirits = \$5,800)  
(Total: Beer - Wine = \$1,300)

Beer \$650                       Wine \$650                       Distilled Spirits \$4,500

**GROCERY & CONVENIENCE STORES: ATTACH COPY OF DEPT. OF AGRICULTURE FOOD ESTABLISHMENT LICENSE.**

**RETAIL CONSUMPTION ON PREMISES:** (Total: Beer - Wine - Distilled Spirits = \$4,800)  
(Total: Beer - Wine = \$1,500)

Distilled Spirits \$3,300  
 Beer \$ 750                       Add'l Fixed Bars # \_\_\_\_\_ \$ 500 (each bar)  
 Wine \$ 750                       Movable Bars # \_\_\_\_\_ \$ 250 (each bar)

**PRIVATE CLUB:** Note: Must obtain a retail consumption on the premises license.

Beer \$750                       Wine \$750                       Distilled Spirits \$3,300

**HOTEL IN-ROOM SERVICE:** Note: Must obtain a retail consumption on the premises license before Hotel In-Service License is issued.

Beer \$750                       Wine \$750                       Hotel In-Service \$250

**SPECIAL EVENT ALCOHOL PERMIT:** Note: Must complete additional Special Event Alcohol Permit Form # 2-B.

\$25 Per Day

**5. BUSINESS**

(a) Business Name: LITTLE PEKING BY DWG LLC

(b) Location: 6625 HWY 53E GA  
Street Number Street Name

DAWSONVILLE GA 30534  
City State Zip Code

(c) Mailing Address: 78 Dawson Village Way  
**For Renewals:** Street Number Street Name

Dawsonville GA 30534  
City State Zip Code

APPLICATION FOR ALCOHOLIC BEVERAGE LIC

6. OWNER: (a) Full Name: HUE ONG

(b) Corporation or LLC Name (if applicable): LITTLE PEKING BY ONG LLC

(c) Location: Street Number Street Name

City State Zip Code Phone Number

(d) Mailing Address: 914 BRENAU POINT DR Street Number Street Name

GAINESVILLE GA 30501 City State Zip Code

7. REGISTERED AGENT: (Applicant may name a registered agent - attach Registered Ag

(a) Full Name: Social Security #

(b) Address: Street Number Street Name

City State Zip Code Phone Number

8. TYPE OF OWNERSHIP:

- Ownership options: Sole Proprietorship, Legally Registered Partnership, Private Held Corporation, Public Held Corporation, Public Held Corporation Subject to S.E.C. Regulations, Limited Liability Company (checked), Other; explain

9. FOR PARTNERSHIP ONLY:

(a) Date the Partnership was formed:

(b) Attach Partnership Agreement

(c) List Partners:

Table with columns: Name & Resident Address, Social Security Number, G - General, L - Limited, S - Silent, Interest Investment \$, Interest Participation %

Blank lines for listing partners

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**10. FOR CORPORATION or LLC ONLY: (Attach Articles & Certificate of Incorporation/ Organization)**

- (a) Date of Incorporation/Organization: 4/21/2017
- (b) Place of Incorporation/Organization: GA
- (c) State Parent Corporation, if applicable: \_\_\_\_\_
- (d) Number of Shares of Capital Stock Authorized, if applicable: \_\_\_\_\_
- (e) Number of Shares of Outstanding Stock, if applicable: \_\_\_\_\_
- (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

Name	Position	Interest %
<u>HUE ONG</u>	<u>member / owner</u>	<u>50%</u>
<u>THONG C ONG</u>	<u>member / owner</u>	<u>50%</u>

- (g) Is the corporation owned by a    company?     
If yes, explain: \_\_\_\_\_

**11. FOR PRIVATE CLUBS ONLY:**

- (a) Date of organization under the laws of the State of Georgia: \_\_\_\_\_
- (b) State the total number of regular dues paying members: \_\_\_\_\_
- (c) Is any member, officer, agent, or employee compensated directly or indirectly from the profits of the sale of distilled spirits beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (d) **Attach minutes of the annual meeting setting salaries.** For private club, list officers, directors and/or principal shareholders with 20% or more of the stock.

Name	Social Security #	Position

**12. FINANCING:**

- (a) Bank to be used by business, include branch:
- (b) State total amount of capital that is or will be invested in the business by any party or parties: \_\_\_\_\_
- (c) State total amount of funds invested by the owner: \_\_\_\_\_
- (d) State total amount of funds invested by parties other than the owner: \_\_\_\_\_
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**13. GENERAL INFORMATION:**

(a) Has owner and/or individual partner, shareholder, director, officer or member any interest in any manufacturer or wholesaler of alcoholic beverage? NO

(b) Has owner and/or individual partner, shareholder, director, officer or member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? NO

(c) If answer is "Yes" to either of immediate foregoing, explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders.

N/A

(e) List all other businesses engaged in the sale of alcohol beverages that you the owner, or any individual, partner, shareholder, officer, director or member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past.

Name	Name or Business	Interest %
<u>N/A</u>		

**14. FOR PACKAGE LIQUOR STORE APPLICANTS: \*\*\*State of Georgia Regulations\*\*\***

The State of Georgia will not issue a State Alcohol License to any person who has more than two (2) retail package liquor licenses. See official language below. Do not apply for a Dawson County License if you already have (or have interest in) two (2) package liquor store licenses in the State of Georgia.

**O.C.G.A. 3-4-21 and Regulation 560-2-2-40.**

*No person shall be issued more than two retail package liquor licenses, nor shall any person be permitted to have a beneficial interest in more than two retail package liquor licenses issued by the Department regardless of the degree of such interest.*

*For the purposes of explanation and applicability of the Code:*

*"Beneficial interest" as used here means: when a person holds the retail package liquor license in his own name, or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest in, or derives any economic benefit from, or has control over a retail package liquor business.*

*The term "person" shall include all members of a retail package liquor dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law which includes the following: spouse, parents, step-parents, parents-in-law, brothers and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children, step-children and children-in-law.*

Do you currently hold any package liquor licenses in your own name or have a beneficial interest in any package liquor licenses as described above? \_\_\_\_\_ Yes    X No    If yes, attach a separate sheet listing names, addresses, and license numbers.

**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY

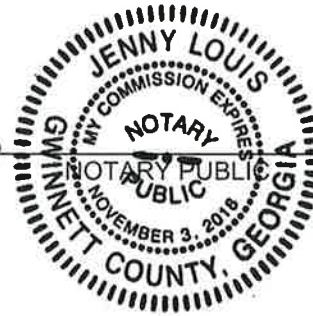
I, HUE ONG, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

Hue Ong  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT HUE ONG SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 15<sup>th</sup> DAY OF December, 20 17.

Jenny Louis



FOR OFFICIAL USE ONLY:

**PLANNING AND DEVELOPMENT REVIEW:**

Date: 2-6-18

APPLICANT HAS OBTAINED ALL NECESSARY PERMITS AND LICENSES. (Building Permit / Business License)

\_\_\_\_\_  
Planning and Development Director

APPLICANT HAS COMPLETED ALL NECESSARY INSPECTIONS. (Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

\_\_\_\_\_  
Planning and Development Director

APPLICANT HAS COMPLETED **PREMISE & STRUCTURE FORM # 3** AND ATTACHED ALL REQUIRED INFORMATION IN ITEMS 10 through 15.

\_\_\_\_\_  
Planning and Development Director

FOR OFFICIAL USE ONLY:

**SHERIFF DEPARTMENT REVIEW:**

APPLICANT HAS COMPLETED ALL REQUIREMENTS FOR FEDERAL AND STATE BACKGROUND CHECK AND IS APPROVED FOR THIS APPLICATION PROCESS.

Date: 2-21-18  
Y. Williams  
Sheriff

Dawson County, Georgia Board of Commissioners

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable revisions and deadlines established in O.C.G.A. § 13-10-90.

*Thy cv*

Signature of Exempt Private Employer

*Thong C Ong*

Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December, 15<sup>th</sup>, 2017 in Buford (city), GA (state).

*Thy cv*

Signature of Authorized Officer or Agent

*Thong C Ong - Office / owner*

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 15<sup>th</sup> DAY OF December, 2017

*Jenny Louis*  
NOTARY PUBLIC

My Commission Expires: November 3, 2017



Dawson County, Georgia Board of Commissioners

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable revisions and deadlines established in O.C.G.A. § 13-10-90.

*Hue owg*

Signature of Exempt Private Employer

LITTLE PEKING BY OWG LLC

Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December, 15, 2017 in Buford (city), GA (state).

*Hue owg*

Signature of Authorized Officer or Agent

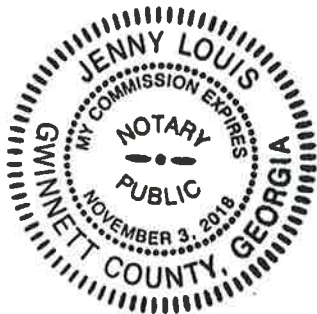
HUE OWG - OFFICER / owner

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 15<sup>th</sup> DAY OF December, 202017

Jenny Louis  
NOTARY PUBLIC

My Commission Expires: November 3, 2018



# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### STATEMENT OF PERSONAL HISTORY

Instruction: This statement must be typed or neatly printed and executed under oath. Each question must be fully answered. If space provided is not sufficient, answer on a separate sheet and indicate in the space if a separate sheet is attached.

1. NAME: ONG HUE \_\_\_\_\_  
Last First Middle

RESIDENCE: 914 BRENAU POINT DR \_\_\_\_\_  
Street Number Street Name  
GAINESVILLE GA 30501 \_\_\_\_\_  
City State Zip Code

2. CHECK: (all that apply)

- Sole Owner/Proprietor     Partner:     General     Limited      
 Director     Principal Stockholder (20% or more)  
 Registered Agent     Officer: \_\_\_\_\_  
 Manager     Employee: \_\_\_\_\_

3. TRADE NAME OF BUSINESS FOR WHICH THIS STATEMENT IS MADE:

NAME OF BUSINESS: LITTLE PEKING BY ONG LLC \_\_\_\_\_  
LOCATION: 6625 HWY 53 E \_\_\_\_\_  
Street Number Street Name  
DAWSONVILLE GA 30534 \_\_\_\_\_  
City State Zip Code

4. STATE THE PERCENTAGE OF OWNERSHIP OR INTEREST, IF ANY, IN THE BUSINESS:

5. STATE METHOD AND AMOUNT OF COMPENSATION, IF ANY, DIRECTLY FROM THE BUSINESS:

6. DATE OF BIRTH: 03/05/1967 PLACE OF BIRTH: VIETNAM  
SSN: 256-67-1578 SEX:  MALE     FEMALE RACE: Asian  
COLOR OF HAIR: BLACK COLOR OF EYES: BROWN

7.  U.S. CITIZEN     LEGAL PERMANENT RESIDENT     QUALIFIED ALIEN OR NON-IMMIGRANT

**Requirements:**

Affidavit for Issuance of a Public Benefit and a Secure & Verifiable Document  
E-Verify Private Employer Affidavit of Compliance or E-Verify Private Employer Exemption Affidavit



**STATEMENT OF PERSONAL HISTORY**

8.  SINGLE  MARRIED  WIDOWED  DIVORCED

IF MARRIED OR SEPARATED, COMPLETE INFORMATION LISTED BELOW:

FULL NAME OF SPOUSE: LE B VUONG SSN# \_\_\_\_\_  
MAIDEN NAME: VUONG PLACE OF BIRTH: Vietnam  
DATE OF BIRTH: 06/08/1968 NAME AND ADDRESS OF SPOUSE'S EMPLOYER:  
Little Peking by Ong LLC 6625 Hwy 53 470 Dawsonville

9. STATE ANY OTHER NAMES THAT YOU HAVE USED: MAIDEN NAME, NAMES BY FORMER MARRIAGES, FORMER NAMES CHANGED LEGALLY OR OTHERWISE, ALIASES, NICKNAMES, ETC. SPECIFY WHICH, SHOW DATES, ETC.: \_\_\_\_\_

N/A

10. EMPLOYMENT RECORD FOR THE PAST TEN (10) YEARS. (LIST THE MOST RECENT EXPERIENCE FIRST).

From Mo/Yr	To Mo/Yr	Occupation & Duties Performed	Salary Received	Employer (Business Name)	Reason for Leaving
<u>2005</u>	<u>Present</u>	<u>Chef</u>	<u>24000</u>	<u>Little Peking Restaurant</u>	

11. LIST IN REVERSE CHRONOLOGICAL ORDER ALL OF YOUR RESIDENCES FOR THE PAST TEN (10) YEARS:

From	To	Street	City	State
<u>2004</u>	<u>Present</u>	<u>914</u>	<u>Brenau Point Dr</u>	<u>Gainesville GA</u>

**STATEMENT OF PERSONAL HISTORY**

12. DO YOU HAVE ANY FINANCIAL INTEREST, OR ARE YOU EMPLOYED IN ANY OTHER WHOLESALE OR RETAIL BUSINESS ENGAGED IN DISTILLING, BOTTLING, RECTIFYING, OR SELLING ALCOHOLIC BEVERAGES? \_\_\_\_\_

NO

IF YOUR ANSWER IS "YES" TO NUMBER 14, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: \_\_\_\_\_

13. HAVE YOU EVER HAD ANY FINANCIAL INTEREST IN AN ALCOHOLIC BEVERAGE BUSINESS THAT WAS DENIED A LICENSE? \_\_\_\_\_

NO

IF SO, GIVE DETAILS: \_\_\_\_\_

14. HAS ANY ALCOHOLIC BEVERAGE LICENSE IN WHICH YOU HOLD, OR HAVE HELD, ANY FINANCIAL INTEREST OF, OR EMPLOYED, OR HAVE BEEN EMPLOYED, EVER BEEN CITED FOR ANY VIOLATIONS OF THE RULES AND REGULATIONS OF THE STATE REVENUE COMMISSIONER RELATING TO THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES? \_\_\_\_\_

NO

IF SO, GIVE DETAILS: \_\_\_\_\_

15. IF DURING THE PAST TEN YEARS YOU HAVE BOUGHT OR SOLD ANY BUSINESS ASSOCIATED WITH ALCOHOL, GIVE DETAILS. (DATE, LICENSE NUMBER, PERSONS, AND CONSIDERATIONS INVOLVED):

NO

16. HAVE YOU EVER BEEN DENIED BOND BY A COMMERCIAL SECURITY COMPANY? \_\_\_\_\_

NO

IF SO, GIVE DETAILS: \_\_\_\_\_

17. ARE YOU A REGISTERED VOTER?  \_\_\_\_\_ IN WHAT STATE? GA

18. HAVE YOU EVER BEEN ARRESTED, OR HELD BY FEDERAL, STATE OR OTHER LAW ENFORCEMENT AUTHORITIES, FOR ANY VIOLATION OF ANY FEDERAL LAW, STATE LAW, COUNTY OR MUNICIPAL LAW, REGULATION OR ORDINANCES? (Do not include traffic violations. All other charges must be included even if they were dismissed. Give reason charged or held, date, place where charged and disposition. If no arrest, write no arrest. After last arrest is listed, please write no other arrest):

NO

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**STATEMENT OF PERSONAL HISTORY**

19. LIST BELOW FOUR REFERENCES (PERSONAL AND BUSINESS). GIVE COMPLETE ADDRESS AND PHONE NUMBER INCLUDING AREA CODE. IF GIVING A BUSINESS REFERENCE, NAME A PERSON AT THE LOCATION TO BE CONTACTED. DO NOT INCLUDE RELATIVES OR EMPLOYERS OR FELLOW EMPLOYEES OF PARTICULAR BUSINESS.

- 1. Billy Lee 1071 creekdale Dr Clarkston GA 30021  
8
- 2. Mai, Huyen y Hill Ln Buford GA 30098  
2
- 3. Shaudler Louis y Hill Ln Buford GA 30098  
26
- 4. Richard Huyen

20. HAVE YOU HAD ANY LICENSE UNDER THE REGULATORY POWERS OF DAWSON COUNTY DENIED, SUSPENDED, OR REVOKED WITHIN TWO (2) YEARS PRIOR TO THE FILING OF THIS APPLICATION?

NO

IF SO, GIVE DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. ATTACH PHOTOGRAPH (Front View) TAKEN WITHIN THE PAST YEAR:



**NOTE: ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.**

**STATEMENT OF PERSONAL HISTORY**

Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attachments submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY.

I, HUE ONG, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC BEVERAGE LICENSE. I HEREBY AUTHORIZE PERSONNEL OF THE DAWSON COUNTY SHERIFF'S DEPARTMENT OR DAWSON COUNTY MARSHAL'S OFFICE TO RECEIVE, VERIFY, AND DISSEMINATE ANY CRIMINAL HISTORY INFORMATION WHICH MAY BE IN THE FILES OF ANY LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCY FOR INVESTIGATIVE PURPOSES, DENIAL, OR APPEALS.

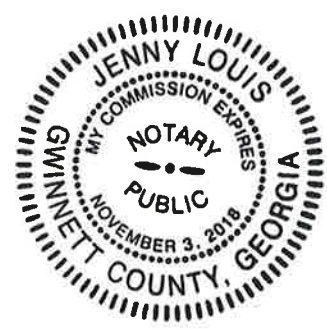
Hue Ong  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT HUE ONG SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 15<sup>th</sup> DAY OF December, 2017



Jenny Louis  
NOTARY PUBLIC



# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### STATEMENT OF PERSONAL HISTORY

Instruction: This statement must be typed or neatly printed and executed under oath. Each question must be fully answered. If space provided is not sufficient, answer on a separate sheet and indicate in the space if a separate sheet is attached.

1. NAME: ONG THONG C  
Last First Middle

RESIDENCE: 1357 Vine Street  
Street Number Street Name  
Gainesville GA 30501  
City State Zip Code

2. CHECK: (all that apply)

- Sole Owner/Proprietor     Partner:  General  Limited  Si  
 Director     Principal Stockholder (20% or more)  
 Registered Agent     Officer: \_\_\_\_\_  
 Manager     Employee: \_\_\_\_\_

3. TRADE NAME OF BUSINESS FOR WHICH THIS STATEMENT IS MADE:

NAME OF BUSINESS: LITTLE PEKING BY ONG  
LOCATION: 6625 Hwy 53 E St 470  
Street Number Street Name F  
Dawsonville GA 30534  
City State Zip Code T

4. STATE THE PERCENTAGE OF OWNERSHIP OR INTEREST, IF ANY, IN THIS BUSINESS: 50%

5. STATE METHOD AND AMOUNT OF COMPENSATION, IF ANY, DIRECTLY OR INDIRECTLY: \_\_\_\_\_

6. DATE OF BIRTH: 01/18/1965 PLACE OF BIRTH: Vietnam  
SSN: 256-67-0198 SEX:  MALE  FEMALE RACE: Asian  
COLOR OF HAIR: black COLOR OF EYES: brown

7.  U.S. CITIZEN     LEGAL PERMANENT RESIDENT     QUALIFIED ALIEN OR NON-IMMIGRANT

Requirements:  
Affidavit for Issuance of a Public Benefit and a Secure & Verifiable Document  
E-Verify Private Employer Affidavit of Compliance or E-Verify Private Employer Exemption Affidavit

**STATEMENT OF PERSONAL HISTORY**

8.  SINGLE     MARRIED     WIDOWED     DIVORCED     SEPARATED

IF MARRIED OR SEPARATED, COMPLETE INFORMATION LISTED BELOW:

FULL NAME OF SPOUSE: \_\_\_\_\_ SSN# \_\_\_\_\_

MAIDEN NAME: \_\_\_\_\_ PLACE OF BIRTH: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ NAME AND ADDRESS OF SPOUSE'S EMPLOYER: \_\_\_\_\_

9. STATE ANY OTHER NAMES THAT YOU HAVE USED: MAIDEN NAME, NAMES BY FORMER MARRIAGES, FORMER NAMES CHANGED LEGALLY OR OTHERWISE, ALIASES, NICKNAMES, ETC. SPECIFY WHICH, SHOW DATES, ETC.: \_\_\_\_\_

NO

10. EMPLOYMENT RECORD FOR THE PAST TEN (10) YEARS. (LIST THE MOST RECENT EXPERIENCE FIRST).

From Mo/Yr	To Mo/Yr	Occupation & Duties Performed	Salary Received	Employer (Business Name)	Reason for Leaving
2004	Present	Cook	18,000	Little Pecking Restaurant	

11. LIST IN REVERSE CHRONOLOGICAL ORDER ALL OF YOUR RESIDENCES FOR THE PAST TEN (10) YEARS:

From	To	Street	City	State
2004	Present	1357 Vine Street	Gainesville	GA

**STATEMENT OF PERSONAL HISTORY**

12. DO YOU HAVE ANY FINANCIAL INTEREST, OR ARE YOU EMPLOYED IN ANY OTHER WHOLESALE OR RETAIL BUSINESS ENGAGED IN DISTILLING, BOTTLING, RECTIFYING, OR SELLING ALCOHOLIC BEVERAGES? \_\_\_\_\_

no

IF YOUR ANSWER IS "YES" TO NUMBER 14, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: \_\_\_\_\_

13. HAVE YOU EVER HAD ANY FINANCIAL INTEREST IN AN ALCOHOLIC BEVERAGE BUSINESS THAT WAS DENIED A LICENSE? \_\_\_\_\_

IF SO, GIVE DETAILS: \_\_\_\_\_

no

14. HAS ANY ALCOHOLIC BEVERAGE LICENSE IN WHICH YOU HOLD, OR HAVE HELD, ANY FINANCIAL INTEREST OF, OR EMPLOYED, OR HAVE BEEN EMPLOYED, EVER BEEN CITED FOR ANY VIOLATIONS OF THE RULES AND REGULATIONS OF THE STATE REVENUE COMMISSIONER RELATING TO THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES? \_\_\_\_\_

no

IF SO, GIVE DETAILS: \_\_\_\_\_

15. IF DURING THE PAST TEN YEARS YOU HAVE BOUGHT OR SOLD ANY BUSINESS ASSOCIATED WITH ALCOHOL, GIVE DETAILS. (DATE, LICENSE NUMBER, PERSONS, AND CONSIDERATIONS INVOLVED):

no

16. HAVE YOU EVER BEEN DENIED BOND BY A COMMERCIAL SECURITY COMPANY? \_\_\_\_\_

N/A

IF SO, GIVE DETAILS: \_\_\_\_\_

17. ARE YOU A REGISTERED VOTER? \_\_\_\_\_ IN WHAT STATE? \_\_\_\_\_

18. HAVE YOU EVER BEEN ARRESTED, OR HELD BY FEDERAL, STATE OR OTHER LAW ENFORCEMENT AUTHORITIES, FOR ANY VIOLATION OF ANY FEDERAL LAW, STATE LAW, COUNTY OR MUNICIPAL LAW, REGULATION OR ORDINANCES? (Do not include traffic violations. All other charges must be included even if they were dismissed. Give reason charged or held, date, place where charged and disposition. If no arrest, write no arrest. After last arrest is listed, please write no other arrest):

1. \_\_\_\_\_

N/A

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**STATEMENT OF PERSONAL HISTORY**

19. LIST BELOW FOUR REFERENCES (PERSONAL AND BUSINESS). GIVE COMPLETE ADDRESS AND PHONE NUMBER INCLUDING AREA CODE. IF GIVING A BUSINESS REFERENCE, NAME A PERSON AT THE LOCATION TO BE CONTACTED. DO NOT INCLUDE RELATIVES OR EMPLOYERS OR FELLOW EMPLOYEES OF PARTICULAR BUSINESS.

1. Billy Lee 1071 Creekdale Dr Clarkston GA 30021  
- [REDACTED] ?
2. Mai Huynh 9  
11 Ln Buford GA 30518  
32
3. Shoucler Louis  
Hill Ln Buford GA 30518  
P.O.
4. Richard Huynh -  
669 Highland Ave  
30501

20. HAVE YOU HAD ANY LICENSE UNDER THE STATE OF GEORGIA DENIED, SUSPENDED, OR REVOKED WITHIN TWO YEARS OF DAWSON COUNTY DENIED, SUSPENDED, OR REVOKED WITHIN TWO YEARS OF THIS APPLICATION?

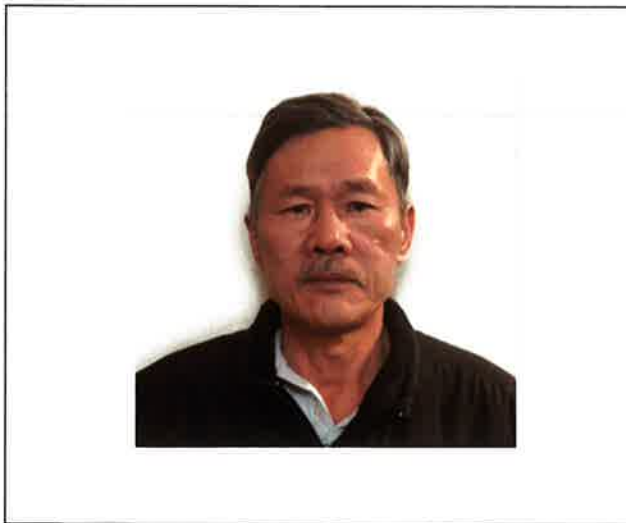
no

IF SO, GIVE DETAILS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

21. ATTACH PHOTOGRAPH (Front View) TAKEN WITHIN THE PAST YEAR:



**NOTE: ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.**



**STATEMENT OF PERSONAL HISTORY**

Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attachments submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY.

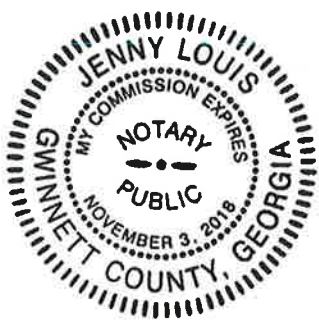
I, Thong C Ong, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC BEVERAGE LICENSE. I HEREBY AUTHORIZE PERSONNEL OF THE DAWSON COUNTY SHERIFF'S DEPARTMENT OR DAWSON COUNTY MARSHAL'S OFFICE TO RECEIVE, VERIFY, AND DISSEMINATE ANY CRIMINAL HISTORY INFORMATION WHICH MAY BE IN THE FILES OF ANY LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCY FOR INVESTIGATIVE PURPOSES, DENIAL, OR APPEALS.

Thong C Ong  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Thong C Ong SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 15<sup>th</sup> DAY OF December, 2017

Jenny Louis  
NOTARY PUBLIC



# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

LOCATION & MAILING ADDRESS:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

PHONE: 706.344.3500 x 42335

### CERTIFIED REPORT OF SURVEY

### FOR ALL CONSUMPTION ON PREMISES AND RETAIL PACKAGE ESTABLISHMENTS

APPLICANT:

HUE OWG

BUSINESS NAME:

LITTLE PEKING BY OWG LLC

ADDRESS OF PREMISES  
TO BE LICENSED:

6625 HWY 53 E STE 470  
DAWSONVILLE GA 30534

The premises to be licensed must comply with the following minimum distance requirements to comply with the Official Code of Georgia §§ 3-3-2; 3-3-21; Reg. 560-2-2-.32; and the **Dawson County Consolidated Alcohol Ordinance**.

#### 1. CHURCH BUILDING:

"Church building" means the main structure used by any religious organization for purposes of worship.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest church building, **measured in a straight line from the front door of the licensed facility to the front door of the church building**.

*County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)*

Name and Address  
of Nearest Church

Liberty Baptist Church  
280 Liberty Church Rd Dawsonville GA

Distance Measured

1.61 mi

30534

#### 2. SCHOOL BUILDING OR SCHOOL GROUNDS:

"School building or school grounds" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from any school, educational building or college, **measured in a straight line from the front door of the licensed facility to the front door of the school, educational building or college**. *County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)*

Name and Address  
of Nearest School

Alexander Preparatory School  
6470 GA 400 Cumming GA 30028

Distance Measured

2.64 mi

3. **DAYCARE:**

"Daycare" means any place operated by a person, society, agency, corporation, institution, or group wherein are received for pay for group care for less than 24 hours per day, without transfer of legal custody, children under 18 years of age, and is not accredited as a public or private school (except that centers offering state funded pre-K programs are still considered daycares).

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest daycare, **measured in a straight line from the front door of the licensed facility to the front door of the daycare.**

County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Name and Address of Nearest Daycare: Jan's Family Daycare Center  
8455 Hwy 53 Dawsonville GA 30534  
Distance Measured: 4,996.94 ft

4. **ALCOHOL TREATMENT FACILITY:**

"Alcohol treatment facility" means any alcohol treatment center owned and operated by the State or the County government.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest alcohol treatment facility, **measured in a straight line from the front door of the licensed facility to the front door of the alcohol treatment facility.** County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

**Note: The only State or County operated alcohol treatment facility is Dawson County Treatment Court, 189 Highway 53 West, Suite 106, Dawsonville, GA 30534.**

Name and Address of Nearest Alcohol Treatment Facility: Mountain Blue Bridge Recovery Center  
255 Depot St 200 Ball Ground GA 30107  
Distance Measured: 20.87 mi

5. **ANOTHER PACKAGE STORE:**

**\*\*\*Applies to Package Liquor Stores Only\*\*\***

No license shall be issued under this ordinance for use at a location which is within **one (1) mile** (1,760 yards) of any other business licensed to sell packaged liquor (distilled spirits) at retail. This distance shall be **measured in a straight line from the front door of the licensed facility to the front door of the other package store.** This restriction shall not apply to any location for which a new license is applied if the retail package sale of distilled spirits was lawful at such location during the 12 months immediately preceding such application. County Ordinance Reference Article 5 Section 501(B)

Name and Address of Nearest Package Liquor Store: War Hill Package  
40 War Hill Park Rd Dawsonville GA 30534  
Distance Measured: 1.05 mi

5. **HOUSING AUTHORITY PROPERTY:**

**\*\*\*Applies to Alcohol by the Drink Establishments\*\*\***

**There is NO housing authority property in Dawson County.**

"Housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created under the State Housing Authorities Law.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest housing authority property, **measured in a straight line from the front door of the licensed facility to the front door of the housing authority property.** County Ordinance Reference Article 7 Section 700(B)

Name and Address of Nearest Housing Authority Property: NONE IN DAWSON COUNTY  
Distance Measured: 27

**Note:**

A scale drawing (by a Georgia Registered Land Surveyor/Engineer) of the location of the premises to be licensed, showing the closest prohibited structures and identifying the minimum distance, must be attached hereto.

**THE LICENSE APPLICANT COMPLETES THE FOLLOWING CERTIFICATION:**

The undersigned certifies that subject location is in compliance or non-compliance with the distance requirements set forth above. I have found: (check one)

The above listed structures are inside the minimum distance restrictions stated above

**OR**

The premises to be licensed meets the minimum distance requirements for licensing stated above.

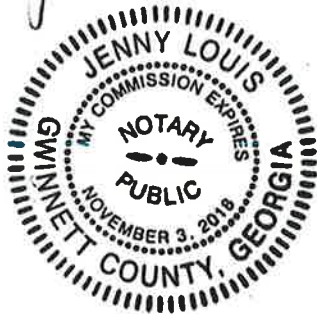
HUE OWG  
Applicant's Printed Name

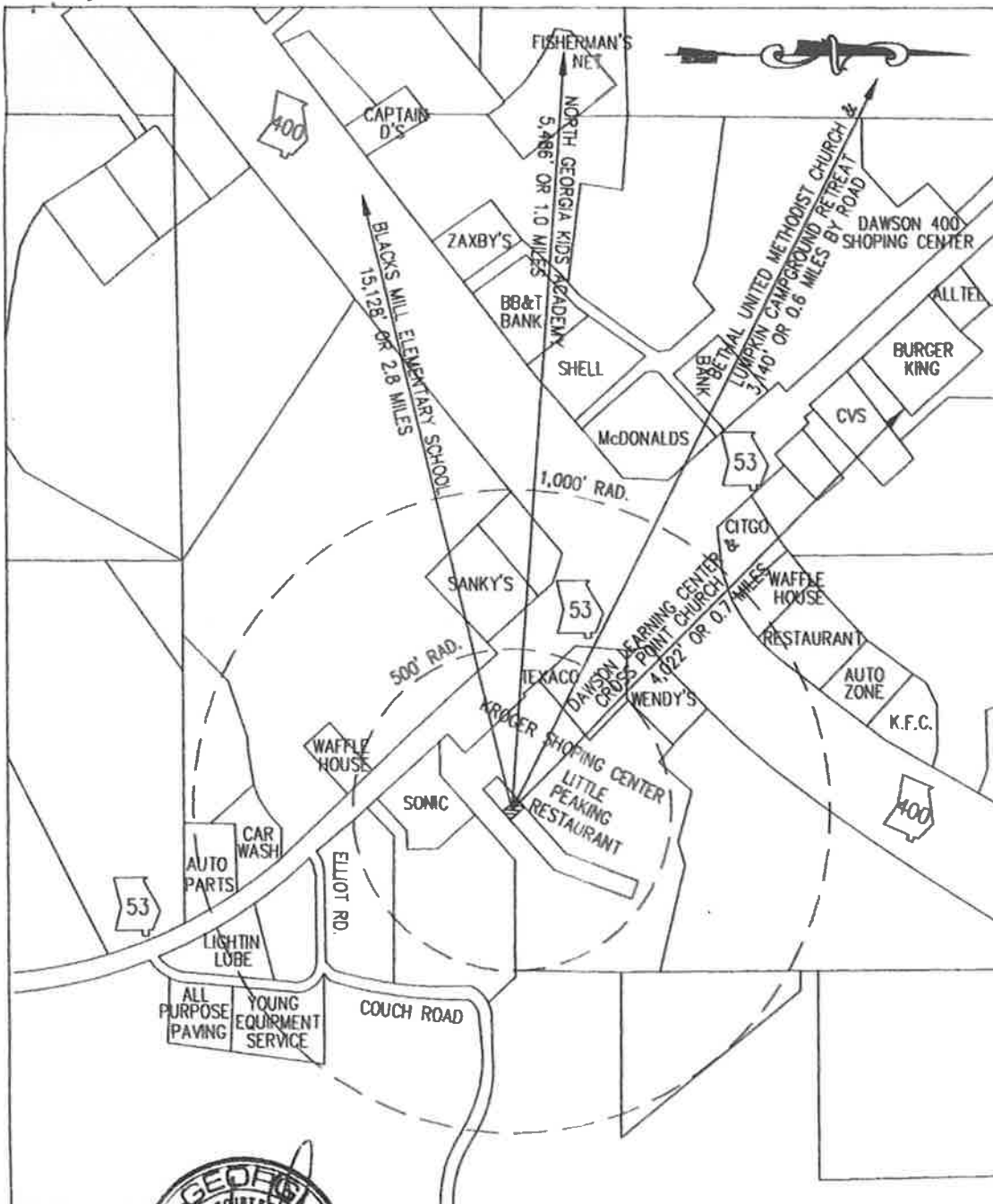
Hue  
Applicant's Signature

12/15/17  
Date of Signature

Jenny Louis  
Notary Signature

12/15/17  
Date of Signature





GRAPHIC SCALE  
1" = 400'

STATEMENT OF LIMITATIONS

The undersigned assumes no responsibility or liability for statements or certifications made or implied on this document or plat except those specifically defined by the laws of the state of Georgia and the state board of registration for the professional engineers and land surveyors as being within the scope of training, education, experience and expertise necessary for registration and practice as a registered land surveyor.

BY: *Ben D. Trail*  
Ben D. TRAIL  
REG. NO. 1718

DATE: 04-23-04

**TSD**  
TRANSPORTATION SYSTEMS  
DESIGN, INC.  
ENGINEERS & SURVEYORS  
P.O. BOX 1973  
436 ACADEMY AVENUE  
DAWSONVILLE, GEORGIA 30234  
(708) 263-4668  
FAX (708) 263-4945

BEER & WINE SURVEY FOR  
**LITTLE PEAKING**  
LOCATED IN  
LAND LOT 315, SOUTH HALF 13th DISTRICT, 1st SECTION  
DAWSON, COUNTY GEORGIA

DRAWN BY: *JH*  
PLAT DATE 4/22/03  
PROJECT NO. 0304.04  
SHEET  
1 OF 1

**DAWSON COUNTY PLANNING AND DEVELOPMENT**

**ALCOHOL LICENSING**

Locating & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
Dawsonville, GA 30534

Phone: 706.344.3500 x 42335

**PREMISE AND STRUCTURE FORM**

**INSTRUCTION:** THIS STATEMENT MUST BE TYPEWRITTEN OR PRINTED AND EXECUTED UNDER OATH. EACH QUESTION MUST BE FULLY ANSWERED. IF SPACE PROVIDED IS NOT SUFFICIENT, ANSWER ON A SEPARATE SHEET AND INDICATE IN THE SPACE PROVIDED THAT A SEPARATE SHEET IS ATTACHED.

1. **TYPE OF BUSINESS:**

- EATING ESTABLISHMENT
- INDOOR COMMERCIAL RECREATION ESTABLISHMENT
- CONVENIENCE STORE
- SUPER MARKET
- PACKAGE LIQUOR STORE
- HOTEL OR MOTEL
- OTHER (DESCRIBE) \_\_\_\_\_

2. **TRADE NAME OF BUSINESS:** LITTLE PEKING BY ONG

LOCATION: 6625 Hwy 53 E STE 470  
Street Number Street Name

DAWSONVILLE GA 30534  
City State Zip Code

Land Lot Map & Parcel Number

3. **IS THIS LOCATION WITHIN A COMMERCIAL ZONING DISTRICT?** X yes \_\_\_\_\_ no  
**PROOF OF ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT**

For package liquor stores, is this zoned Commercial Highway Business (C-HB) or Commercial Planned Comprehensive Development (CPCD) as required by the ordinance?  
\_\_\_\_\_ yes \_\_\_\_\_ no.

**PROOF OF C-HB or CPCD ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT.**

4. **DOES THE COMPLETED BUILDING OR THE PROPOSED BUILDING COMPLY WITH ORDINANCES OF DAWSON COUNTY, REGULATIONS OF THE STATE REVENUE COMMISSIONER, AND THE LAWS OF THE STATE OF GEORGIA?** Yes IF NO, EXPLAIN NON-COMPLIANCE AND PROPOSED METHODS

TO RECTIFY SAME: \_\_\_\_\_

**PREMISE AND STRUCTURE FORM**

5. (a) DOES THE BUILDING IN WHICH THE BUSINESS IS TO BE LOCATED CONTAIN SUFFICIENT LIGHTING SO THAT THE BUILDING ITSELF AND THE PREMISES ON ALL SIDES OF THE BUILDING ARE READILY VISIBLE AT ALL TIMES FROM THE FRONT OF THE STREET ON WHICH THE BUILDING IS LOCATED AS TO REVEAL ALL OF THE OUTSIDE PREMISES OF SUCH BUILDING? yes
- (b) IS THE BUILDING SO ILLUMINATED SO THAT ALL HALLWAYS, PASSAGE WAYS, AND OPEN AREAS MAY BE CLEARLY SEEN BY THE CUSTOMER THEREIN? yes

IF THE ANSWER IS NO TO EITHER OR BOTH (a) OR (b) ABOVE, PLEASE EXPLAIN PROPOSED METHODS TO RECTIFY THE INSUFFICIENT LIGHTING. \_\_\_\_\_

6. **FOR CONSUMPTION ON PREMISES AND RETAIL PACKAGE APPLICATIONS:**

*(Answer "N/A" for items that are not applicable to your business)*

- (a) NUMBER OF SQUARE FEET OF TOTAL FLOOR AREA: 2400
- (b) NUMBER OF SQUARE FEET DEVOTED TO DINING AREA: 1600
- (c) SEATING CAPACITY EXCLUDING BAR AREA: 80 seats
- (d) DO YOU HAVE A FULL SERVICE KITCHEN? yes

DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? yes

IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? yes

IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: \_\_\_\_\_

- (e) HOURS PREPARED MEALS OR FOODS ARE SERVED: 11AM-9PM
- (f) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED or SOLD: 11AM-9PM
- (g) HOURS OF OPERATION: 11AM-9PM
- (h) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT: 6
- (i) NUMBER OF PARKING SPACES: unknown
- (j) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: unknown
- (k) **PACKAGE LIQUOR STORES:**

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 503 - POSTING OF LICENSE NUMBER?  
*Every licensee shall have posted on the front of the licensed premises the name of the licensee together with the following inscription, "County Retail Package Sales of Distilled Spirits License No. \_\_\_\_\_"*

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 505 A) (2) - TYPES OF OUTLETS WHERE PACKAGE SALES ARE PERMITTED?  
*Outlets that are devoted exclusively to the retail sale of distilled spirits, malt beverages and/or wine by the package with ingress and egress provided directly to and only to the exterior of the building and not to any other enclosed part of the building or adjoining building.*

## PREMISE AND STRUCTURE

7. **FOR HOTEL/MOTEL ONLY:**

- (a) NUMBER OF ROOMS AVAILABLE FOR HIRE TO GENERAL PUBLIC: \_\_\_\_\_
- (b) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO RESTAURANT: \_\_\_\_\_
- (c) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO DINING AREA: \_\_\_\_\_
- (d) SEATING CAPACITY EXCLUDING BAR AREA: \_\_\_\_\_  
EXPLAIN IF MORE THAN ONE DINING AREA: \_\_\_\_\_  
\_\_\_\_\_
- (e) DO YOU HAVE A FULL SERVICE KITCHEN? \_\_\_\_\_  
DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? \_\_\_\_\_  
IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? \_\_\_\_\_  
IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (f) HOURS PREPARED MEALS OR FOODS ARE SERVED: \_\_\_\_\_
- (g) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED: \_\_\_\_\_
- (h) MAXIMUM NUMBER OF EMPLOYEES ON THE HIGHEST SHIFT DEVOTED TO THE OPERATION OTHER THAN THE RESTAURANT: \_\_\_\_\_
- (i) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT DEVOTED TO THE RESTAURANT OPERATION: \_\_\_\_\_
- (j) NUMBER OF PARKING SPACES: \_\_\_\_\_
- (k) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: \_\_\_\_\_

**FOR ALL APPLICATIONS:**

8. **ATTACH A CERTIFIED SCALE DRAWING OF THE PROPOSED PREMISES BY A REGISTERED LAND SURVEYOR OR PROFESSIONAL ENGINEER, SHOWING THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY, OR ALCOHOL TREATMENT CENTER.**  
*(See Survey Form # 3-A)*
9. **ATTACH APPLICANT'S CERTIFICATION THAT THE LOCATION COMPLIES WITH THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY OR ALCOHOL TREATMENT CENTER.**  
*(See Survey Form 3-A)*
10. **ATTACH EVIDENCE OF OWNERSHIP (DEED, LEASE, SALES AGREEMENT, LETTER OF INTENT).**



**PREMISE AND STRUCTURE FORM**

- 11. IF THE APPLICANT IS A FRANCHISE, ATTACH A COPY OF THE FRANCHISE AGREEMENT OR CONTRACT.
- 12. IF THE APPLICANT IS AN EATING ESTABLISHMENT, ATTACH A COPY OF THE MENU(S).
- 13. (a) IF THE BUILDING IS COMPLETE, ATTACH COPIES OF DETAILED SITE PLANS OF SAID BUILDING INCLUDING OUTSIDE PREMISES AND FLOOR PLAN.  
  
(b) IF THE BUILDING IS PROPOSED, ATTACH COPIES OF PROPOSED SITE PLAN AND SPECIFICATIONS AND BUILDING PERMIT OF THE PROPOSED BUILDING.

---

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith

STATE OF GEORGIA, DAWSON COUNTY

I, HUE ONG, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PREMISE AND STRUCTURE STATEMENT ARE TRUE AND CORRECT.

Hue Ong  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT HUE ONG SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 15<sup>th</sup> DAY OF December, 20 15.

Jenny Louis







# Certificate of Occupancy Dawson County Planning & Development

This certificate issued pursuant to the requirements of the International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Permit Type: Tenant Change Bldg. Permit No: TC-12-17-11559

Date Issued: December 27, 2017 District: Dawson County

Parcel Num: 113 041 001

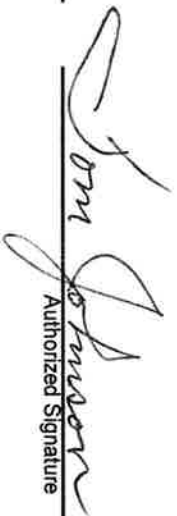
Permission is hereby granted to LITTLE PEKING RESTAURANT, INC.

to use the structure located at:

78 Dawson Village Way N Suite 200

Dawsonville GA 30534-

Location

  
Authorized Signature

For the following purpose(s):

TENANT CHANGE

December 29, 2017  
Date

Not Transferable

POST IN A CONSPICUOUS PLACE



## Dawson County Fire Marshals Office Inspection Notice.

11559

December 29, 2017

Little Peking Restraunt  
78 DAWSON VILLAGE WAY N, 200  
DAWSONVILLE, GA 30534

An inspection of your facility on Dec 29, 2017 revealed the violations listed below.

**ORDER TO COMPLY:** Since these conditions are contrary to law, you must correct them upon receipt of this notice. An inspection to determine compliance with this Notice will be conducted on Jan 28, 2018.

If you fail to comply with this notice before the reinspection date listed, you may be liable for the penalties provided for by law for such violations.

---

### Violations

---

2012 IFC 505.1 Address, no suite number/letters/visibility

Note Suite number needs to be labeled on rear doors



---

ORD 79F 38-38 Dawson County Ord. Requirements

Note Unable to gain entry. Riser room lock has been changed an no key was left.

---

2013 NFPA 13 8.6.5.3.3 Sprinkler system, inadequate coverage

Note 18" of clearance is needed from sprinkler head. 12" from the ceiling



---

**Violations**

---

2012 IFC 509.2 Sprinkler system, riser obstruction / marked

Note Riser room need to be labeled.



---

ORD 79F 38-38 Dawson County Ord. Requirements

Note Fire extinguisher needs annual inspection



---

2011 NFPA 96 11.2.1 Ansel system, inspection

Note Ansul system needs annual inspection.



ALL DEFICIENCIES AND/OR VIOLATIONS NOTED ABOVE AND ON THE ATTACHED PAGE(S) SHALL BE CORRECTED IMMEDIATELY IN ORDER FOR THIS FACILITY TO BE IN COMPLIANCE WITH THE DAWSON COUNTY FIRE PREVENTION CODE AND THE GEORGIA SAFETY FIRE LAW. IF ALL DEFICIENCIES AND/OR VIOLATIONS CAN NOT BE CORRECTED WITHIN 30 DAYS, A WRITTEN PLAN OF CORRECTION STATING WHAT CORRECTIVE MEASURE WILL BE TAKEN AND THE DATE OF COMPLETION FOR EACH ITEM SHALL BE SUBMITTED TO THIS OFFICE FOR APPROVAL WITHIN 5 DAYS. INSPECTION EXTENSION REQUEST MUST BE SUBMITTED IN WRITING.

DAWSON COUNTY FIRE MARSHAL'S OFFICE  
393 MEMORY LANE DAWSONVILLE, GEORGIA 30534 (706)344-3666 FAX (706)344-3669

**\*\*CONFIDENTIAL\*\***

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---

0161 Christopher Archer  
Inspector



---

Hue ong



Dawson County Fire Marshals Office Inspection  
Notice.

11559

January 16, 2018

Little Peking Restraunt  
78 DAWSON VILLAGE WAY N, 200  
DAWSONVILLE, GA 30534

Congratulations, an inspection of your facility on Jan 16, 2018 revealed no violations.

Inspection Note This inspection record was automatically created by the system in response to a reinspection request from ManageMyInspections.com.

---

ALL DEFICIENCIES AND/OR VIOLATIONS NOTED ABOVE AND ON THE ATTACHED PAGE(S) SHALL BE CORRECTED IMMEDIATELY IN ORDER FOR THIS FACILITY TO BE IN COMPLIANCE WITH THE DAWSON COUNTY FIRE PREVENTION CODE AND THE GEORGIA SAFETY FIRE LAW. IF ALL DEFICIENCIES AND/OR VIOLATIONS CAN NOT BE CORRECTED WITHIN 30 DAYS, A WRITTEN PLAN OF CORRECTION STATING WHAT CORRECTIVE MEASURE WILL BE TAKEN AND THE DATE OF COMPLETION FOR EACH ITEM SHALL BE SUBMITTED TO THIS OFFICE FOR APPROVAL WITHIN 5 DAYS. INSPECTION EXTENSION REQUEST MUST BE SUBMITTED IN WRITING.

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---

0161 Christopher Archer  
Inspector

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Richard Huynh



**Overview**



**Legend**

-  Parcels
-  Roads

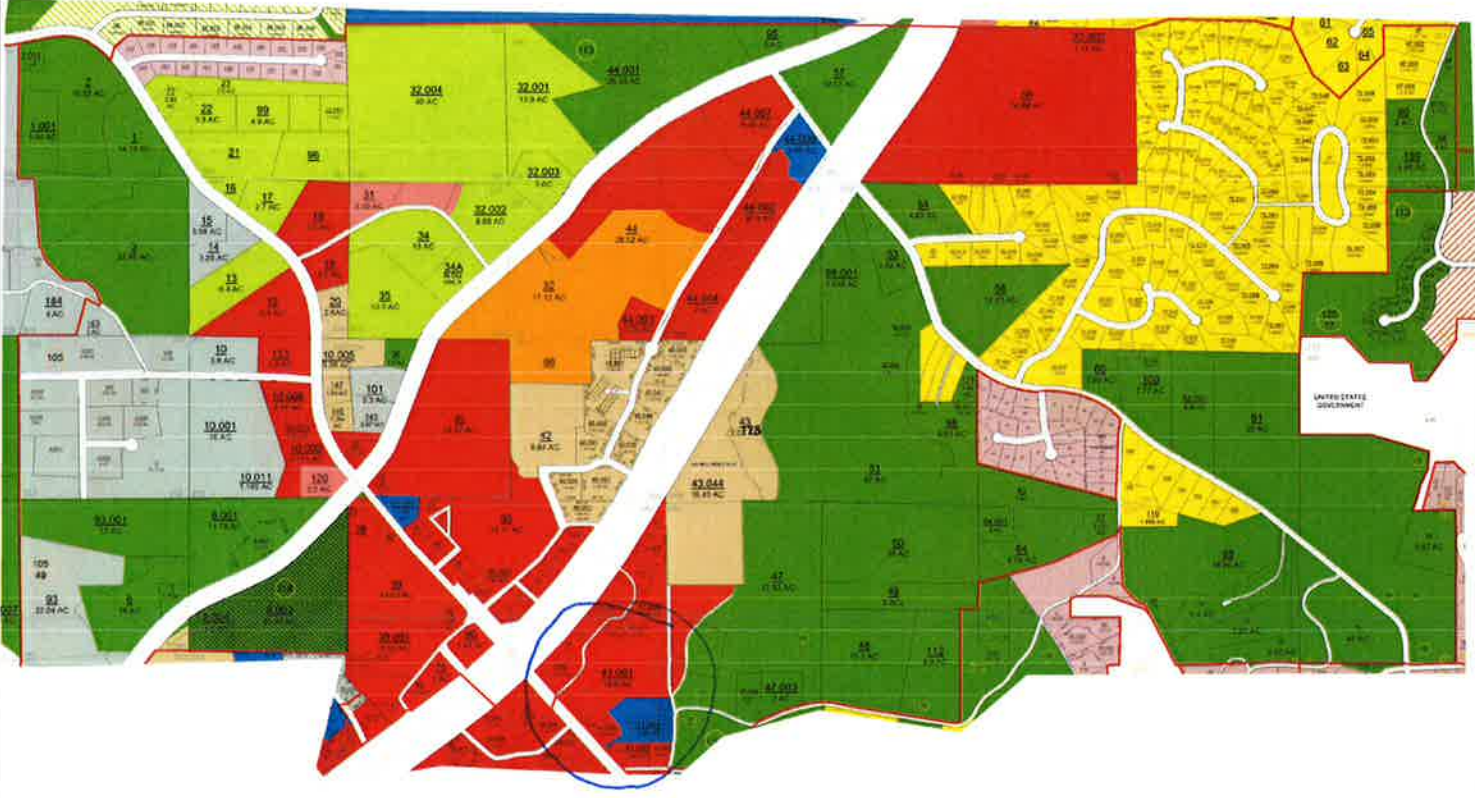
<b>Parcel ID</b>	113 041 001	<b>Owner</b>	MONARCH AT DAWSON VILLAGE LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Commercial			<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	UNINCORPORATED		4828 ASHFORD DUNWOODY ROAD	3/5/2015	\$0	QC	U
	UNINCORPORATED		ATLANTA GA 30338	3/5/2015	\$12500000	CS	U
<b>Acres</b>	10.6	<b>Physical Address</b>	78 DAWSON VILLAGE WAY N				
		<b>Assessed Value</b>	Value \$11062128				

(Note: Not to be used on legal documents)

Date created: 2/6/2018  
Last Data Uploaded: 2/5/2018 3:34:47 PM

 **Developed by**  
The Schneider Corporation





**DAWSON COUNTY, GEORGIA**  
113

Legend

2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	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# DAWSON COUNTY, GEORGIA

Business License

License Number: LIC-12-17-22182

# December 2018

Type of Business

Restaurant - Full Service - 722210

VALID ONLY FOR THE BUSINESS SHOWN

Name

Little Peking by Ong LLC

78 Dawson Village Way N Suite 200

Dawsonville GA 30534-

Location

FOR OPERATION IN UNINCORPORATED AREAS,  
SUBJECT TO ALL ZONING RESTRICTIONS AND  
ALL OTHER RESOLUTIONS OF THE BOARD OF  
COMMISSIONERS, DAWSON COUNTY, GEORGIA

Fee Paid: \$175.00

Date issued: 12/27/2017

Expires: December 31, 2018

*Margaret A. Houn*  
LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE  
DISPLAY IN A CONSPICUOUS PLACE



*Certificate of Occupancy  
Dawson County Planning & Development*

This certificate issued pursuant to the requirements of the International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use. For the following:

Permit Type: Tenant Change Bldg. Permit No: TC-12-17-11559

Date Issued: December 27, 2017 District: Dawson County

Parcel Num: 113 041 001

Permission is hereby granted to LITTLE PEKING RESTAURANT, INC.

to use the structure located at:  
78 Dawson Village Way N Suite 200

Dawsonville GA 30534-

Location \_\_\_\_\_  
*Tom Johnson*  
Authorized Signature

For the following purpose(s):

TENANT CHANGE

December 29, 2017  
Date

Not Transferable

POST IN A CONSPICUOUS PLACE

## Niki McCall

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**From:** Margaret Honn  
**Sent:** Friday, February 16, 2018 11:10 AM  
**To:** Niki McCall  
**Subject:** FW: Little Peking

-Margaret

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**From:** Wentworth, Laurie [<mailto:Laurie.Wentworth@dph.ga.gov>]  
**Sent:** Thursday, February 15, 2018 4:43 PM  
**To:** Margaret Honn  
**Cc:** Ringle, Bill  
**Subject:** Re: Little Peking

Hey Margaret,

Yesterday we received an update on Little Peking. It looks like they did form an LLC, but the owner has stayed the same. We have decided this does not constitute a change of ownership according to our regulations and we will not need to issue a new food service permit. Everything will remain as is.

If you have any questions, let us know.

Thanks,

Laurie J. Wentworth  
Environmental Health Specialist  
Dawson County Environmental Health Department  
189 Highway 53 West, Suite 102  
Dawsonville, GA 30534  
(706) 265-2930  
(706) 265-7529  
[Laurie.Wentworth@dph.ga.gov](mailto:Laurie.Wentworth@dph.ga.gov)

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**From:** Margaret Honn <[mhonn@dawsoncounty.org](mailto:mhonn@dawsoncounty.org)>  
**Sent:** Wednesday, February 14, 2018 1:56 PM  
**To:** Wentworth, Laurie  
**Subject:** RE: POKEYAKI

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I called Little Peking and she said the waiters there really don't know anything. At any rate she said she mailed a check and a paper to the Health Dept. on Saturday. Hopefully it was sent to you here in Dawsonville and you get it today or tomorrow. Thanks for Pokeyaki!

-Margaret

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**From:** Wentworth, Laurie [<mailto:Laurie.Wentworth@dph.ga.gov>]  
**Sent:** Wednesday, February 14, 2018 1:40 PM  
**To:** Margaret Honn  
**Subject:** POKEYAKI

Hello Margaret,

Please see attached Food Service Permit for Pokeyaki issued today.

BTW: We could not get much information at Little Peking...we need to find out more to determine next course of action. We will let you know.

Thanks,

Laurie J. Wentworth  
Environmental Health Specialist  
Dawson County Environmental Health Department  
189Highway 53 West, Suite 102  
Dawsonville, GA 30534  
(706) 265-2930  
(706) 265-7529  
[Laurie.Wentworth@dph.ga.gov](mailto:Laurie.Wentworth@dph.ga.gov)

**Backup material for agenda item:**

New Alcohol License (*Retail Consumption on Premises of Beer and Wine*) MAA SW  
Dawsonville, LLC d/b/a Spice Wing

# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This application must be signed by the applicant and notarized. Every question must be fully answered with the answer typewritten or printed. If the space provided is not sufficient, answer on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed, the application must be dated, signed, and verified under oath by the applicant and submitted to Planning and Development, together with the license fee(s) and the administrative/investigative fee (separate checks). All fees are payable to Dawson County in certified funds (bank check, certified check, or money order). **The applicant must be not less than 21 years of age.**

NOTICE: Any false answer to any question could result in the denial of a license, or in the event a license is issued, in the revocation or suspension of the license. **\*\*\*KEEP A COPY OF ALL FORMS SUBMITTED\*\*\***

#### FOR OFFICIAL USE ONLY:

Name of Business: MAA SW Dawsonville, LLC dba Spice Wings

Date Received: 1-31-18

License Fee Enclosed: \$ 750.00

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

State License Number: \_\_\_\_\_

Local License Number: \_\_\_\_\_

Administrative/Investigative Fee Enclosed: \$ 250

Advertising Fee Enclosed: \$       

1. TYPE OF LICENSE: (check one):  **NEW**  **AMENDMENT (TRANSFER)**
2. ADMINISTRATIVE AND INVESTIGATIVE FEE:  **\$250.00 (Consumption on Premises)**  
ADMINISTRATIVE AND INVESTIGATIVE FEE:  **\$250.00 (Retail Package)**  
ADMINISTRATIVE AND INVESTIGATIVE FEE:  **\$250.00 (Transfer of License)**  
*Note: Administrative/Investigative fees may be higher depending on the number of persons for which we conduct a federal and state background check.*  
ADVERTISING FEE:  **\$ 40.00 (Distilled Spirits)**  
**(Consumption on Premises & Retail Package)**
3. TYPE OF BUSINESS:
- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Bona Fide Eating Establishment  | <input type="checkbox"/> Indoor Commercial Recreation Facility            |
| <input type="checkbox"/> Super Market                               | <input type="checkbox"/> Hotel/Motel                                      |
| <input type="checkbox"/> Convenience Store                          | <input type="checkbox"/> Caterer (must have alcohol by the drink license) |
| <input type="checkbox"/> Package Liquor Store (see Item 14, Page 5) | <input type="checkbox"/> Other  |
- Explain: \_\_\_\_\_

Will live entertainment be offered? \_\_\_\_\_ If Yes, Explain: \_\_\_\_\_





## APPLICATION FOR ALCOHOLIC BEVERAGE

6. **OWNER:**  
 (a) Full Name: RATNIKANT PATEL \_\_\_\_\_  
Social Security # \_\_\_\_\_

(b) Corporation or LLC Name (if applicable): MAA SW DAWSONVILLE, LLC \_\_\_\_\_

(c) Location: 12 DAWSON MARKET WAY #160 \_\_\_\_\_  
Street Number Street Name

DAWSONVILLE GA 30534 \_\_\_\_\_  
 City State Zip Code

(d) Mailing Address: 3030 NORTHCLIFF DR \_\_\_\_\_  
Street Number Street Name

SUWANEE GA 30024 \_\_\_\_\_  
 City State Zip Code

7. **REGISTERED AGENT:** (Applicant may name a registered agent - attach Registered Agent Consent Form #2-A.)

(a) Full Name: \_\_\_\_\_  
Social Security # \_\_\_\_\_

(b) Address: \_\_\_\_\_  
Street Number Street Name

\_\_\_\_\_  
 City State Zip Code Phone Number

8. **TYPE OF OWNERSHIP:**

- |  |   |
|--|---|
| <input type="checkbox"/> Sole Proprietorship                                   | <input type="checkbox"/> Legally Registered Partnership       |
| <input type="checkbox"/> Private Held Corporation                              | <input type="checkbox"/> Public Held Corporation              |
| <input type="checkbox"/> Public Held Corporation Subject to S.E.C. Regulations | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Other; explain _____                                  |   |

9. **FOR PARTNERSHIP ONLY:**

(a) Date the Partnership was formed: \_\_\_\_\_

(b) Attach Partnership Agreement \_\_\_\_\_

(c) List Partners: \_\_\_\_\_

Name & Resident Address (Attach separate sheet if necessary)	Social Security Number	G - General L - Limited S - Silent	Interest Investment \$	Participation %

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**10. FOR CORPORATION or LLC ONLY: (Attach Articles & Certificate of Incorporation/ Organization)**

- (a) Date of Incorporation/Organization: \_\_\_\_\_
- (b) Place of Incorporation/Organization: \_\_\_\_\_
- (c) State Parent Corporation, if applicable: \_\_\_\_\_
- (d) Number of Shares of Capital Stock Authorized, if applicable: \_\_\_\_\_
- (e) Number of Shares of Outstanding Stock, if applicable: \_\_\_\_\_
- (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

Name	Social Security #	Position	Interest %
Rajnikant Patel	[REDACTED]	owner	100%

- (g) Is the corporation owned by a \_\_\_\_\_ holding company? \_\_\_\_\_  
If yes, explain: \_\_\_\_\_

**11. FOR PRIVATE CLUBS ONLY:**

- (a) Date of organization under the laws of the State of Georgia: \_\_\_\_\_
- (b) State the total number of regular dues paying members: \_\_\_\_\_
- (c) Is any member, officer, agent, or employee compensated directly or indirectly from the profits of the sale of distilled spirits beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (d) **Attach minutes of the annual meeting setting salaries.** For private club, list officers, directors and/or principal shareholders with 20% or more of the stock.

Name	Social Security #	Position

**12. FINANCING:**

- (a) Bank to be used by business, include branch: MIG
- (b) State total amount of capital that is or will be invested in the business by any party or parties: \$250,000.00
- (c) State total amount of funds invested by the owner: \$375,000.00
- (d) State total amount of funds invested by parties other than the owner: \_\_\_\_\_
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate

## APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

**13. GENERAL INFORMATION:**

(a) Has owner and/or individual partner, shareholder, director, officer or member any interest in any manufacturer or wholesaler of alcoholic beverage? N/A

(b) Has owner and/or individual partner, shareholder, director, officer or member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? N/A

(c) If answer is "Yes" to either of immediate foregoing, explain: N/A

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(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders.

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(e) List all other businesses engaged in the sale of alcohol beverages that you the owner, or any individual, partner, shareholder, officer, director or member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past.

Name	Name or Business	Interest %
<u>N/A</u>		

**14. FOR PACKAGE LIQUOR STORE APPLICANTS: \*\*\*State of Georgia Regulations\*\*\***

N/A

The State of Georgia will not issue a State Alcohol License to any person who has more than two (2) retail package liquor licenses. See official language below. Do not apply for a Dawson County License if you already have (or have interest in) two (2) package liquor store licenses in the State of Georgia.

**O.C.G.A. 3-4-21 and Regulation 560-2-2-40.**

*No person shall be issued more than two retail package liquor licenses, nor shall any person be permitted to have a beneficial interest in more than two retail package liquor licenses issued by the Department regardless of the degree of such interest.*

*For the purposes of explanation and applicability of the Code:*

*"Beneficial interest" as used here means: when a person holds the retail package liquor license in his own name, or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest in, or derives any economic benefit from, or has control over a retail package liquor business.*

*The term "person" shall include all members of a retail package liquor dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law which includes the following: spouse, parents, step-parents, parents-in-law, brothers and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children, step-children and children-in-law.*

Do you currently hold any package liquor licenses in your own name or have a beneficial interest in any package liquor licenses as described above? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, attach a separate sheet listing names, addresses, and license numbers.

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY

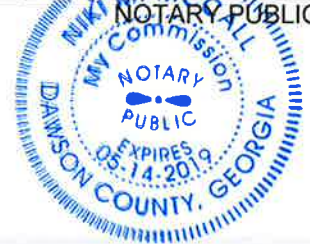
I, Rainikant T. Patel, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

[Signature]
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Rainikant Patel SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 30th DAY OF January, 20 18.

[Signature]



FOR OFFICIAL USE ONLY:

PLANNING AND DEVELOPMENT REVIEW:

APPLICANT HAS OBTAINED ALL NECESSARY PERMITS AND LICENSES. (Building Permit / Business License)

Date:
Planning and Development Director

APPLICANT HAS COMPLETED ALL NECESSARY INSPECTIONS. (Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

Planning and Development Director

APPLICANT HAS COMPLETED PREMISE & STRUCTURE FORM # 3 AND ATTACHED ALL REQUIRED INFORMATION IN ITEMS 10 through 15.

Planning and Development Director

FOR OFFICIAL USE ONLY:

SHERIFF DEPARTMENT REVIEW:

APPLICANT HAS COMPLETED ALL REQUIREMENTS FOR FEDERAL AND STATE BACKGROUND CHECK AND IS APPROVED FOR THIS APPLICATION PROCESS.

Date: 2-21-18
[Signature] Sheriff

# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

### STATEMENT OF PERSONAL HISTORY

Instruction: This statement must be typed or neatly printed and executed under oath. Each question must be fully answered. If space provided is not sufficient, answer on a separate sheet and indicate in the space if a separate sheet is attached.

1. NAME: PATEL RAJNIKANT T  
Last First Middle

RESIDENCE: 3030 NORTHCLIFF DR.  
Street Number Street Name

SUWANEE GA 30024  
City State Zip Code

2. CHECK: (all that apply)

Sole Owner Proprietor  Partner:  General  Limited  
 Director  Principal Stockholder (20% or more)  
 Registered Agent  Officer: OWNER  
 Manager  Employee: \_\_\_\_\_

3. TRADE NAME OF BUSINESS FOR WHICH THIS STATEMENT IS MADE:

NAME OF BUSINESS: SPICE WING

LOCATION: 12 DAWSON MARKET WAY #162  
Street Number Street Name

DAWSONVILLE GA 30534  
City State Zip Code

4. STATE THE PERCENTAGE OF OWNERSHIP OR INTEREST, IF ANY, IN THIS BUSINESS: 100%

OWNER

5. STATE METHOD AND AMOUNT OF COMPENSATION, IF ANY, DIRECTLY OR INDIRECTLY: \_\_\_\_\_

PROFIT

6. DATE OF BIRTH: 3/6/1972 PLACE OF BIRTH: BARODLI, INDIA

SSN: \_\_\_\_\_ SEX:  MALE  FEMALE RACE: ASIAN

COLC \_\_\_\_\_ COLOR OF EYES: BROWN

7.  U.  PERMANENT RESIDENT  QUALIFIED ALIEN OR NON-IMMIGRANT

Required Affidavit \_\_\_\_\_ and a Secure & Verifiable Document  
E-Verify Private Employer Affidavit of Compliance or E-Verify Private Employer Exemption Affidavit

**STATEMENT OF PERSONAL HISTORY**

8.  SINGLE  MARRIED  WIDOWED  DIVORCED  SEPARATED

IF MARRIED OR SEPARATED, COMPLETE INFORMATION LISTED BELOW:

FULL NAME OF SPOUSE: JAYSHREE PATEL SSN# \_\_\_\_\_

MAIDEN NAME: PATEL PLACE OF BIRTH: NDOLA, ZAMBIA

DATE OF BIRTH: 6/27/1975 NAME AND ADDRESS OF SPOUSE'S EMPLOYER:

3030 Northcliff DR, SUWANEE, GA 30024

9. STATE ANY OTHER NAMES THAT YOU HAVE USED: MAIDEN NAME, NAMES BY FORMER MARRIAGES, FORMER NAMES CHANGED LEGALLY OR OTHERWISE, ALIASES, NICKNAMES, ETC. SPECIFY WHICH, SHOW DATES, ETC.: \_\_\_\_\_

\_\_\_\_\_

10. EMPLOYMENT RECORD FOR THE PAST TEN (10) YEARS. (LIST THE MOST RECENT EXPERIENCE FIRST).

From Mo/Yr	To Mo/Yr	Occupation & Duties Performed	Salary Received	Employer (Business Name)	Reason for Leaving
<u>9/2007</u>	<u>5/2012</u>	<u>IT</u>	<u>\$18 P. HR</u>	<u>SAGE SOFTWARE</u>	<u>MOVED</u>
<u>5/2012</u>	<u>Present</u>	<u>IT/FOOD</u>	<u>\$2025,000 YR</u>	<u>SELF EMPLOYED</u>	

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11. LIST IN REVERSE CHRONOLOGICAL ORDER ALL OF YOUR RESIDENCES FOR THE PAST TEN (10) YEARS:

From	To	Street	City	State
<u>2007</u>	<u>Present</u>	<u>3030 Northcliff DR</u>	<u>Suwanee</u>	<u>GA 30024</u>

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATEMENT OF PERSONAL HISTORY**

12. DO YOU HAVE ANY FINANCIAL INTEREST, OR ARE YOU EMPLOYED IN ANY OTHER WHOLESALE OR RETAIL BUSINESS ENGAGED IN DISTILLING, BOTTLING, RECTIFYING, OR SELLING ALCOHOLIC BEVERAGES? ~~YES~~ NO

IF YOUR ANSWER IS "YES" TO NUMBER 14, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: \_\_\_\_\_

\_\_\_\_\_

13. HAVE YOU EVER HAD ANY FINANCIAL INTEREST IN AN ALCOHOLIC BEVERAGE BUSINESS THAT WAS DENIED A LICENSE? ~~YES~~ NO

IF SO, GIVE DETAILS: \_\_\_\_\_

\_\_\_\_\_

14. HAS ANY ALCOHOLIC BEVERAGE LICENSE IN WHICH YOU HOLD, OR HAVE HELD, ANY FINANCIAL INTEREST OF, OR EMPLOYED, OR HAVE BEEN EMPLOYED, EVER BEEN CITED FOR ANY VIOLATIONS OF THE RULES AND REGULATIONS OF THE STATE REVENUE COMMISSIONER RELATING TO THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES? ~~YES~~ NO

IF SO, GIVE DETAILS: \_\_\_\_\_

\_\_\_\_\_

15. IF DURING THE PAST TEN YEARS YOU HAVE BOUGHT OR SOLD ANY BUSINESS ASSOCIATED WITH ALCOHOL, GIVE DETAILS. (DATE, LICENSE NUMBER, PERSONS, AND CONSIDERATIONS INVOLVED):

NO

16. HAVE YOU EVER BEEN DENIED BOND BY A COMMERCIAL SECURITY COMPANY? NO

IF SO, GIVE DETAILS: \_\_\_\_\_

\_\_\_\_\_

17. ARE YOU A REGISTERED VOTER? YES IN WHAT STATE? GA

18. HAVE YOU EVER BEEN ARRESTED, OR HELD BY FEDERAL, STATE OR OTHER LAW ENFORCEMENT AUTHORITIES, FOR ANY VIOLATION OF ANY FEDERAL LAW, STATE LAW, COUNTY OR MUNICIPAL LAW, REGULATION OR ORDINANCES? (Do not include traffic violations. All other charges must be included even if they were dismissed. Give reason charged or held, date, place where charged and disposition. If no arrest, write no arrest. After last arrest is listed, please write no other arrest):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**STATEMENT OF PERSONAL HISTORY**

• 19. LIST BELOW FOUR REFERENCES (PERSONAL AND BUSINESS). GIVE COMPLETE ADDRESS AND PHONE NUMBER INCLUDING AREA CODE. IF GIVING A BUSINESS REFERENCE, NAME A PERSON AT THE LOCATION TO BE CONTACTED. DO NOT INCLUDE RELATIVES OR EMPLOYERS OR FELLOW EMPLOYEES OF PARTICULAR BUSINESS.

- 1. Sols Liquor / Hemant Patel  
186 Courtland St NE, Atlanta GA
- 2. Vipul Patel / Marco's Pizza  
3069 Amwiler Rd., Atlanta GA
- 3. Nalin Patel / Spice Wing  
3186 Lawrenceville - Suwanee Rd, Suwanee,
- 4. Mihir Patel / Red Roof Inn 2  
1100 Interstate Dr. Winchester, KY

20. HAVE YOU HAD ANY LICENSE UNDER THE REGULATORY POWERS OF SUSPENDED, OR REVOKED WITHIN TWO (2) YEARS PRIOR TO THE FILING

No

IF SO, GIVE DETAILS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

• 21. ATTACH PHOTOGRAPH (Front View) TAKEN WITHIN THE PAST YEAR:



**NOTE: ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.**



**STATEMENT OF PERSONAL HISTORY**

Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attachments submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY.

I, Rainikant T Patel, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC BEVERAGE LICENSE. I HEREBY AUTHORIZE PERSONNEL OF THE DAWSON COUNTY SHERIFF'S DEPARTMENT OR DAWSON COUNTY MARSHAL'S OFFICE TO RECEIVE, VERIFY, AND DISSEMINATE ANY CRIMINAL HISTORY INFORMATION WHICH MAY BE IN THE FILES OF ANY LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCY FOR INVESTIGATIVE PURPOSES, DENIAL, OR APPEALS.

  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Rainikant Patel SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 30th DAY OF January, 2018

  
NOTARY PUBLIC

# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

Locating & Mailing Address:

25 JUSTICE WAY, SUITE 2322  
Dawsonville, GA 30534

Phone: 706.344.3500 x 42335

### PREMISE AND STRUCTURE FORM

**INSTRUCTION:** THIS STATEMENT MUST BE TYPEWRITTEN OR PRINTED AND EXECUTED UNDER OATH. EACH QUESTION MUST BE FULLY ANSWERED. IF SPACE PROVIDED IS NOT SUFFICIENT, ANSWER ON A SEPARATE SHEET AND INDICATE IN THE SPACE PROVIDED THAT A SEPARATE SHEET IS ATTACHED.

1. **TYPE OF BUSINESS:**

- EATING ESTABLISHMENT
- INDOOR COMMERCIAL RECREATION ESTABLISHMENT
- CONVENIENCE STORE
- SUPER MARKET
- PACKAGE LIQUOR STORE
- HOTEL OR MOTEL
- OTHER (DESCRIBE) \_\_\_\_\_

2. **TRADE NAME OF BUSINESS:** SPICE WING

LOCATION: 12 DAWSON MARKET WAY #16C  
Street Number Street Name

DAWSONVILLE GA 30534  
City State Zip Code

Phone Number

Land Lot

Map & Parcel Number

3. **IS THIS LOCATION WITHIN A COMMERCIAL ZONING DISTRICT?** yes no  
**PROOF OF ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT**

For package liquor stores, is this zoned Commercial Highway Business (C-HB) or Commercial Planned Comprehensive Development (CPCD) as required by the ordinance?

yes no

**PROOF OF C-HB or CPCD ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT.**

4. **DOES THE COMPLETED BUILDING OR THE PROPOSED BUILDING COMPLY WITH ORDINANCES OF DAWSON COUNTY, REGULATIONS OF THE STATE REVENUE COMMISSIONER, AND THE LAWS OF THE STATE OF GEORGIA?** YES IF NO, EXPLAIN NON-COMPLIANCE AND PROPOSED METHODS

TO RECTIFY SAME: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PREMISE AND STRUCTURE FORM**

5. (a) DOES THE BUILDING IN WHICH THE BUSINESS IS TO BE LOCATED CONTAIN SUFFICIENT LIGHTING SO THAT THE BUILDING ITSELF AND THE PREMISES ON ALL SIDES OF THE BUILDING ARE READILY VISIBLE AT ALL TIMES FROM THE FRONT OF THE STREET ON WHICH THE BUILDING IS LOCATED AS TO REVEAL ALL OF THE OUTSIDE PREMISES OF SUCH BUILDING? YES

(b) IS THE BUILDING SO ILLUMINATED SO THAT ALL HALLWAYS, PASSAGE WAYS, AND OPEN AREAS MAY BE CLEARLY SEEN BY THE CUSTOMER THEREIN? YES

IF THE ANSWER IS NO TO EITHER OR BOTH (a) OR (b) ABOVE, PLEASE EXPLAIN PROPOSED METHODS TO RECTIFY THE INSUFFICIENT LIGHTING. \_\_\_\_\_

6. **FOR CONSUMPTION ON PREMISES AND RETAIL PACKAGE APPLICATIONS:**

*(Answer "N/A" for items that are not applicable to your business)*

(a) NUMBER OF SQUARE FEET OF TOTAL FLOOR AREA: 1500 SQ FT

(b) NUMBER OF SQUARE FEET DEVOTED TO DINING AREA: 500 SQ FT

(c) SEATING CAPACITY EXCLUDING BAR AREA: 32

(d) DO YOU HAVE A FULL SERVICE KITCHEN? YES

DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? YES

IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? YES

IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: \_\_\_\_\_

(e) HOURS PREPARED MEALS OR FOODS ARE SERVED: SUN-THURS 10A-10P FRI-SAT 10A-11P

(f) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED or SOLD: OPEN TO CLOSE

(g) HOURS OF OPERATION: SUN-THURS 10A/10P FRI-SAT 10A/11A

(h) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT: 5-6

(i) NUMBER OF PARKING SPACES: 10+

(j) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: 2+

(k) **PACKAGE LIQUOR STORES:**

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 503 - POSTING OF LICENSE NUMBER?  
*Every licensee shall have posted on the front of the licensed premises the name of the licensee together with the following inscription, "County Retail Package Sales of Distilled Spirits License No. \_\_\_\_\_"*

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 505 A) (2) - TYPES OF OUTLETS WHERE PACKAGE SALES ARE PERMITTED? \_\_\_\_\_

*Outlets that are devoted exclusively to the retail sale of distilled spirits, malt beverages and/or wine by the package with ingress and egress provided directly to and only to the exterior of the building and not to any other enclosed part of the building or adjoining building.*

**PREMISE AND STRUCTURE**

7. **FOR HOTEL/MOTEL ONLY:**

n/a

- (a) NUMBER OF ROOMS AVAILABLE FOR HIRE TO GENERAL PUBLIC: \_\_\_\_\_
- (b) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO RESTAURANT: \_\_\_\_\_
- (c) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO DINING AREA: \_\_\_\_\_
- (d) SEATING CAPACITY EXCLUDING BAR AREA: \_\_\_\_\_  
EXPLAIN IF MORE THAN ONE DINING AREA: \_\_\_\_\_  
\_\_\_\_\_
- (e) DO YOU HAVE A FULL SERVICE KITCHEN? \_\_\_\_\_  
DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? \_\_\_\_\_  
IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? \_\_\_\_\_  
IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (f) HOURS PREPARED MEALS OR FOODS ARE SERVED: \_\_\_\_\_
- (g) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED: \_\_\_\_\_
- (h) MAXIMUM NUMBER OF EMPLOYEES ON THE HIGHEST SHIFT DEVOTED TO THE OPERATION OTHER THAN THE RESTAURANT: \_\_\_\_\_
- (i) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT DEVOTED TO THE RESTAURANT OPERATION: \_\_\_\_\_
- (j) NUMBER OF PARKING SPACES: \_\_\_\_\_
- (k) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: \_\_\_\_\_

**FOR ALL APPLICATIONS:**

- 8. **ATTACH A CERTIFIED SCALE DRAWING OF THE PROPOSED PREMISES BY A REGISTERED LAND SURVEYOR OR PROFESSIONAL ENGINEER, SHOWING THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY, OR ALCOHOL TREATMENT CENTER.**  
***(See Survey Form # 3-A)***
- 9. **ATTACH APPLICANT'S CERTIFICATION THAT THE LOCATION COMPLIES WITH THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY OR ALCOHOL TREATMENT CENTER.**  
***(See Survey Form 3-A)***
- 10. **ATTACH EVIDENCE OF OWNERSHIP (DEED, LEASE, SALES AGREEMENT, LETTER OF INTENT).**

PREMISE AND STRUCTURE FORM

- 11. IF THE APPLICANT IS A FRANCHISE, ATTACH A COPY OF THE FRANCHISE AGREEMENT OR CONTRACT.
- 12. IF THE APPLICANT IS AN EATING ESTABLISHMENT, ATTACH A COPY OF THE MENU(S).
- 13. (a) IF THE BUILDING IS COMPLETE, ATTACH COPIES OF DETAILED SITE PLANS OF SAID BUILDING INCLUDING OUTSIDE PREMISES AND FLOOR PLAN.  
 (b) IF THE BUILDING IS PROPOSED, ATTACH COPIES OF PROPOSED SITE PLAN AND SPECIFICATIONS AND BUILDING PERMIT OF THE PROPOSED BUILDING.

**NOTE:** Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith

STATE OF GEORGIA, DAWSON COUNTY

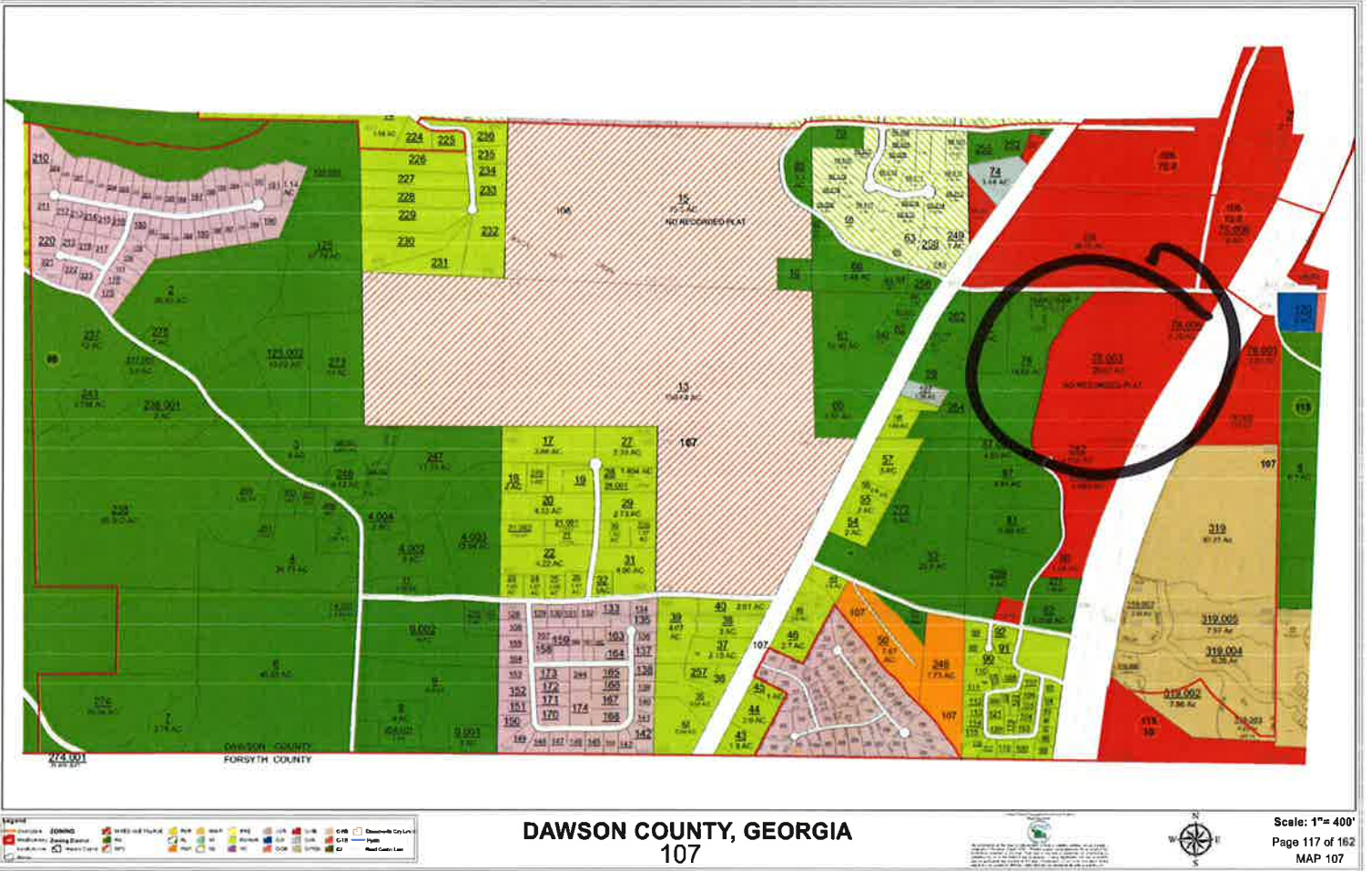
I, Rajnikant T Patel, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PREMISE AND STRUCTURE STATEMENT ARE TRUE AND CORRECT.

[Signature]  
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Rajnikant Patel SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 30th DAY OF January, 2018

[Signature]  
NOTARY PUBLIC  
DAWSON COUNTY, GEORGIA  
EXPIRES 05-14-2019  
M. MCCALL





# DAWSON COUNTY PLANNING AND DEVELOPMENT

## ALCOHOL LICENSING

LOCATION & MAILING ADDRESS:

25 JUSTICE WAY, SUITE 2322  
DAWSONVILLE, GA 30534

PHONE: 706.344.3500 x 42335

### CERTIFIED REPORT OF SURVEY

### FOR ALL CONSUMPTION ON PREMISES AND RETAIL PACKAGE ESTABLISHMENTS

APPLICANT:

RATNIKANT PATEL

BUSINESS NAME:

SPICE WING

ADDRESS OF PREMISES  
TO BE LICENSED:

12 DAWSON MARKET WAY #160

DAWSONVILLE, GA 30534

The premises to be licensed must comply with the following minimum distance requirements to comply with the Official Code of Georgia §§ 3-3-2; 3-3-21; Reg. 560-2-2-.32; and the **Dawson County Consolidated Alcohol Ordinance**.

#### 1. CHURCH BUILDING:

"Church building" means the main structure used by any religious organization for purposes of worship.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest church building, **measured in a straight line from the front door of the licensed facility to the front door of the church building.**

*County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)*

Name and Address  
of Nearest Church

Bethel LMC  
Lumpkin Campground Rd.

Distance Measured

± 1.20 miles

#### 2. SCHOOL BUILDING OR SCHOOL GROUNDS:

"School building or school grounds" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from any school, educational building or college, **measured in a straight line from the front door of the licensed facility to the front door of the school, educational building or college.** *County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)*

Name and Address  
of Nearest School

Blacks Mill Road Elementary  
1860 Dawson Forest Rd. East

Distance Measured

± 1.85 miles



3. **DAYCARE:**

"Daycare" means any place operated by a person, society, agency, corporation, institution, or group wherein are received for pay for group care for less than 24 hours per day, without transfer of legal custody, children under 18 years of age, and is not accredited as a public or private school (except that centers offering state funded pre-K programs are still considered daycares).

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest daycare, **measured in a straight line from the front door of the licensed facility to the front door of the daycare.**

County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Name and Address of Nearest Daycare Char's Family Daycare  
3276 Dawson Forest Rd. E.  
Distance Measured 0.55 miles

4. **ALCOHOL TREATMENT FACILITY:**

"Alcohol treatment facility" means any alcohol treatment center owned and operated by the State or the County government.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest alcohol treatment facility, **measured in a straight line from the front door of the licensed facility to the front door of the alcohol treatment facility.** County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

**Note: The only State or County operated alcohol treatment facility is Dawson County Treatment Court, 189 Highway 53 West, Suite 106, Dawsonville, GA 30534.**

Name and Address of Nearest Alcohol Treatment Facility Dawson County Treatment Court  
189 Hwy. 53 West Ste. 106  
Distance Measured 6.38 miles

5. **ANOTHER PACKAGE STORE:**

**\*\*\*Applies to Package Liquor Stores Only\*\*\***

No license shall be issued under this ordinance for use at a location which is within **one (1) mile** (1,760 yards) of any other business licensed to sell packaged liquor (distilled spirits) at retail. This distance shall be **measured in a straight line from the front door of the licensed facility to the front door of the other package store.** This restriction shall not apply to any location for which a new license is applied if the retail package sale of distilled spirits was lawful at such location during the 12 months immediately preceding such application. County Ordinance Reference Article 5 Section 501(B)

Name and Address of Nearest Package Liquor Store \_\_\_\_\_  
Distance Measured \_\_\_\_\_

5. **HOUSING AUTHORITY PROPERTY:**

**\*\*\*Applies to Alcohol by the Drink Establishments\*\*\***

**There is NO housing authority property in Dawson County.**

"Housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created under the State Housing Authorities Law.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest housing authority property, **measured in a straight line from the front door of the licensed facility to the front door of the housing authority property.** County Ordinance Reference Article 7 Section 700(B)

Name and Address of Nearest Housing Authority Property NONE IN DAWSON COUNTY  
Distance Measured \_\_\_\_\_

**Note:**

A scale drawing (by a Georgia Registered Land Surveyor/Engineer) of the location of the premises to be licensed, showing the closest prohibited structures and identifying the minimum distance, must be attached hereto.

**THE LICENSE APPLICANT COMPLETES THE FOLLOWING CERTIFICATION:**

The undersigned certifies that subject location is in compliance or non-compliance with the distance requirements set forth above. I have found: (check one)

The above listed structures are inside the minimum distance restrictions stated above

**OR**

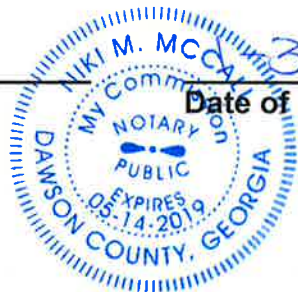
The premises to be licensed meets the minimum distance requirements for licensing stated above.

Rajnikant T Patel  
Applicant's Printed Name

[Signature]  
Applicant's Signature

1.30.2018  
Date of Signature

[Signature]  
Notary Signature



1.30.18  
Date of Signature



GEORGIA DEPARTMENT OF PUBLIC HEALTH  
J. PATRICK O'NEAL, M.D., COMMISSIONER

# FOOD SERVICE PERMIT

12/13/2017  
(DATE ISSUED)

FSP-042-000071  
(PERMIT NUMBER)

## A PERMIT IS HEREBY GRANTED TO

**RAJNIKANT PATEL**

to maintain and operate a Permanent food service establishment named  
(TYPE OF OPERATION)

**SPICE WING**

located at 12 DAWSON MARKET WAY STE 160 Dawsonville DAWSON 30534 GEORGIA  
(STREET, HIGHWAY, OR RFD) (CITY OR TOWN) (COUNTY) (ZIP CODE)

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked, or expires.

*[Signature]*  
Issuing Official for County Board of Health

**DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY**

11238

**Dawson County, Georgia Board of Commissioners**

**Private Employer Affidavit of Compliance Pursuant To O.C.G.A. § 36-60-6(d)**

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1245494

**Federal Work Authorization User Identification Number**

11.1.2017

**Date of Authorization**

MAA SW DAWSONVILLE, LLC dba SPICE WINGS

**Name of Private Employer**

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

*Rainikant Patel*

**Signature of Authorized Officer or Agent**

Rainikant Patel Owner.

**Printed Name and Title of Authorized Officer or Agent**

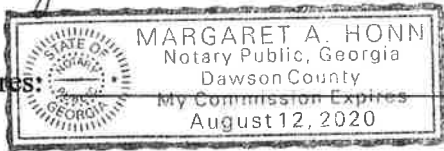
Subscribed and Sworn to me in the City of Dawsonville, GA (state) on this

the 16th day of November, 2017

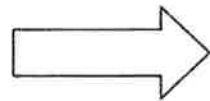
Margaret A Honn

**NOTARY PUBLIC**

**My Commission Expires:**



See reverse side for Private Employer Exemption Affidavit





**GEORGIA  
CORPORATIONS  
DIVISION**

GEORGIA SECRETARY OF  
STATE  
**BRIAN P. KEMP**

[HOME \(/\)](#)

**BUSINESS SEARCH**

BUSINESS INFORMATION

Business Name:	<b>Maa SW Dawsonville LLC</b>	Control Number:	<b>17067220</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
NAICS Code:	<b>Accommodation and Food Services</b>	NAICS Sub Code:	<b>Limited-Service Restaurants</b>
Principal Office Address:	<b>3030 Northcliff Dr, Suwanee, GA, 30024, USA</b>	Date of Formation / Registration Date:	<b>6/14/2017</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>NONE</b>

REGISTERED AGENT INFORMATION

Registered Agent Name: **RAJNIKANT PATEL**

Physical Address: **3030 NORTHCLIFF DRIVE, Gwinnett, suwanee, GA, 30024, USA**

[Back](#)      [Filing History](#)      [Name History](#)  
[Return to Business Search](#)



**DAWSON COUNTY, GEORGIA**

**Business License**

**License Number: LIC-11-17-21972**

**November  
2018**

Type of Business

Restaurant-Fast Food - 722211

**VALID ONLY FOR THE BUSINESS SHOWN**

Name

MAA SW Dawsonville, LLC d/b/a Spice Wing

12 Dawson Market Way Suite 160

Dawsonville GA 30534-

Location

FOR OPERATION IN UNINCORPORATED AREAS,  
SUBJECT TO ALL ZONING RESTRICTIONS AND  
ALL OTHER RESOLUTIONS OF THE BOARD OF  
COMMISSIONERS, DAWSON COUNTY, GEORGIA

Fee Paid: \$175.00

Date Issued: 11/21/2017

Expires: November 30, 2018

LICENSE OFFICER

THIS LICENSE IS NOT TRANSFERABLE  
DISPLAY IN A CONSPICUOUS PLACE



**ALCOHOL EXHIBIT FOR:**  
**SPICE WING**  
 12 DAWSON MARKET WAY, SUITE 160  
 DAWSONVILLE, GA 30534  
 DAWSON COUNTY  
 DRAWN BY: RGB  
 FIELD CREW: -  
 DATE: 1-26-18

SHEET NO.  
 1 of 1  
 PROJECT NO.  
 2018-018

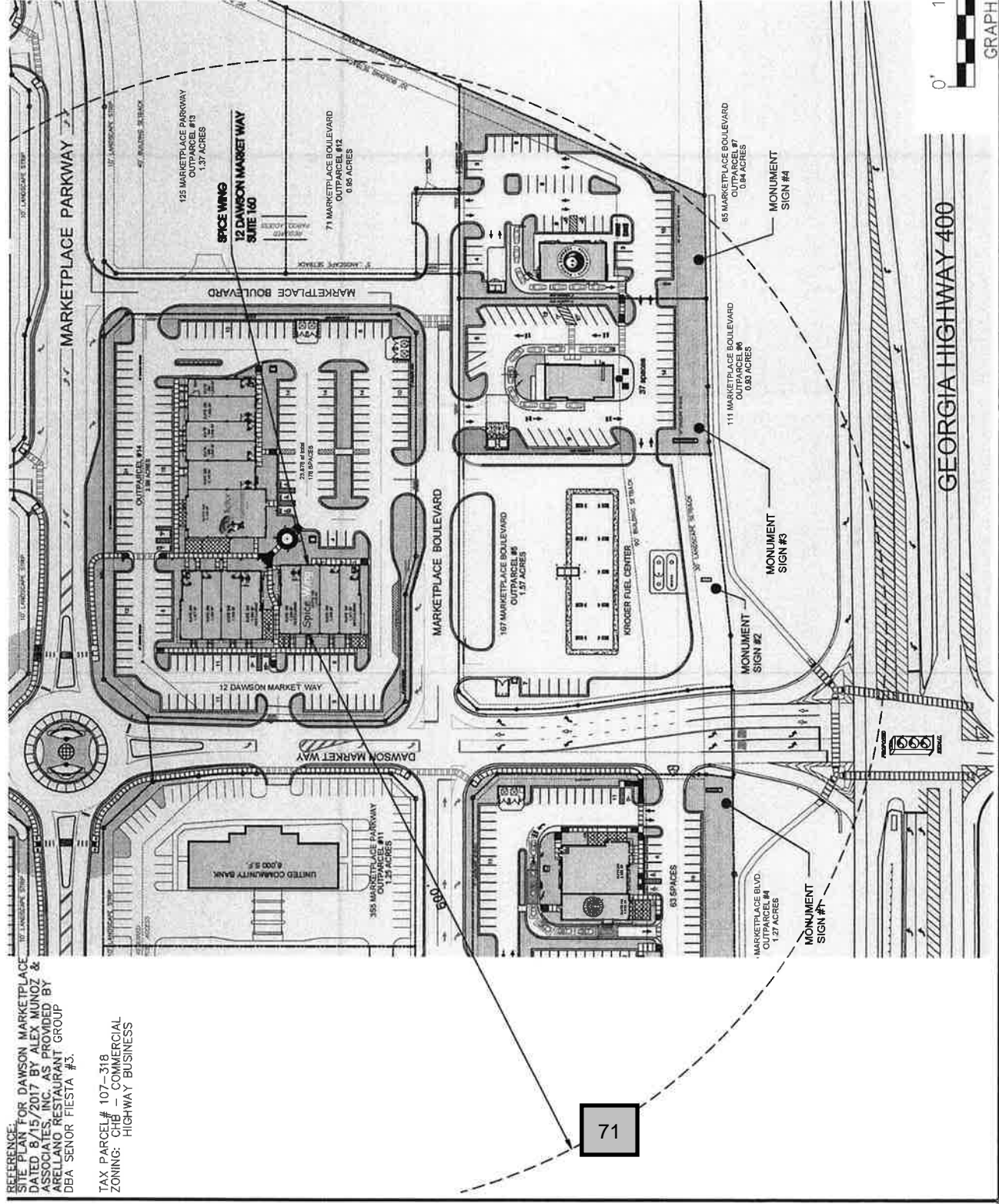
NEAREST UNITED METHODIST CHURCH  
 860 LUMPKIN CAMPGROUND ROAD S.  
 DAWSONVILLE, GA 30534  
 ±1.20 MILES

NEAREST SCHOOL:  
 BLACK'S MILL ROAD ELEMENTARY  
 1860 DAWSON FOREST ROAD EAST  
 DAWSONVILLE, GA 30534  
 ±1.85 MILES

NEAREST DAYCARE:  
 CHAR'S FAMILY DAYCARE  
 3276 DAWSON FOREST ROAD EAST  
 DAWSONVILLE, GA 30534  
 ±0.55 MILE

NEAREST ALCOHOL TREATMENT  
 DAWSON COUNTY TREATMENT COURT  
 189 HIGHWAY 53 WEST SUITE 106  
 DAWSONVILLE, GA 30534  
 ±6.38 MILES

\*DISTANCES AREA ALONG A  
 STRAIGHT LINE FROM THE FRONT  
 DOOR OF THE CHURCH, SCHOOL,  
 DAYCARE, AND ALCOHOL  
 TREATMENT FACILITY TO THE  
 FRONT DOOR OF THE  
 PROPOSED RESTAURANT.



REFERENCE:  
 SITE PLAN FOR DAWSON MARKETPLACE  
 DATED 8/15/2017 BY ALEX MUNOZ &  
 ASSOCIATES, INC. AS PROVIDED BY  
 ARELLANO RESTAURANT GROUP  
 DBA SENOR FIESTA #3.

TAX PARCEL # 107-318  
 ZONING: CHB - COMMERCIAL  
 HIGHWAY BUSINESS

71

# Classic/Boneless/MixMatch

Single

**10 15 20 30 50 75 100**

**\$8.99 \$13.79 \$18.39 \$27.69 \$44.89 \$66.79 \$88.59**

Pick Up to 2 Spices 3 Spices 4 Spices 5 Spices 5 Spices

**Dips** Ranch Blue cheese Honey Mustard Jalapeno Ranch

**Combo 6 10 15**

**\$9.99 \$11.69 \$19.99**

Pick Up to 1 Spices 2 Spices 2 Spices



Combos comes with fries,dipping sauce,veggie sticks and 32oz drink

**Big Box 30 50 75 100**

**\$31.99 \$52.79 \$79.59 \$104.99**

3 Spices 4 Spices 5 Spices 5 Spices

**Fries** 1 large box 2 large box 3 large box 4 large box

## Spices

**Original Hot Red Chilli**

**MILD Garlic Parm**

**Siracha Glaze Sweet Honey BBQ**

**Ghost Spice Original BBQ**

**Chezzi Lemon Pepper**

**Teriyaki Kicking Bourbon**

**Cajun Citrus Chipotle**

# Chicken Tenders

**4 6 8 10**

**Combo \$8.99 \$11.99 \$15.99 19.99**

Chicken Tenders Combos comes with fries,dipping sauce,veggie sticks and 32oz drink



**chicken and waffles**

**2 Chicken 4 Chicken 6 Chicken**

**1 Waffle 2 Waffles 3 Waffles**

**\$7.99 \$11.99 \$15.99**

Comes with Butter pick one syrup from a choice of two

Maple, Honey

**4 types of fries**

**Regular**

**Straight**

**Waffle**

**\$2.50**

**Curly**

**\$4.50**

**Wedge**

**Seasoning**

**Garlic Parm Cajun**

**Lemon Pepper**

**Waffle Sandwich**

Classic Veggie

**\$6.99 \$6.99**

ADD 32oz Drink and Fries For \$3.49



# Salads

**\$6.99**  
**Chicken**

**\$6.99**  
**Veggie**

## PICK DRESSING

Italian

Buttermilk Ranch

balsamic vinaigrette

# Extras

Side of celery \$2.99

Side of carrots \$2.99

Chesse Sticks \$3.99

# Desserts

73



**Fried Oreos**

**\$3.99**

**Fried Twinkie**

**\$3.99**

# WE CATER Order Online

[www.spicewing.com](http://www.spicewing.com)

**#SpiceWing**



# Menu



## Spice Wing

**12 Dawson Market**

**Way Suite 160**

**Dawsonville, Georgia**

**30053**

**Sunday - Thursday**

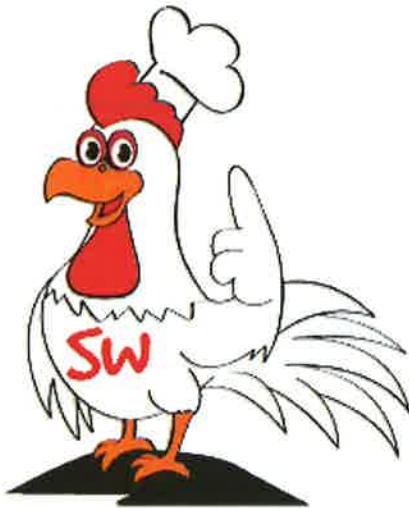
**10am-10pm**

**Friday - Saturday**

**10am-11pm**

**678-288-5788**

**SPICE WING  
FRANCHISE AGREEMENT**



Franchisee: MAA SW DAWSONVILLE, LLC\_\_\_\_\_

Date: JUNE 01, 2017\_\_\_\_\_

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## EXHIBITS

Ownership and Management Addendum

State Addenda

Exhibit A – Territory/Restaurant Location

Exhibit B – Addendum to Lease

Exhibit C – Confidentiality Agreement

Exhibit D – Electronic Funds Transfer Authorization

Exhibit E – Guaranty

## SPICE WING FRANCHISE AGREEMENT

**THIS AGREEMENT** is made and entered into this 01<sup>ST</sup> day of JUNE, 2017, between SPICE WING FRANCHISE, LLC, a Georgia limited liability company, with its principal office at 3310 Westbrook Road, Suwanee, Georgia 30024 ("Franchisor," "we" or "us") and MAA SW DAWSONVILLE, LLC \_\_\_\_\_, a GEORGIA LLC, whose principal address is 3030 NORTHCLIFF DR, SUWANEE, GA 30024 \_\_\_\_\_ ("Franchisee" or "you").

### RECITALS

**WHEREAS**, Franchisor has developed a system for the establishment and operation of fast casual restaurants operating under the Proprietary Marks (as defined below) and in accordance with the System (as defined below) ("Spice Wing Restaurants") which specializes in the sale of chicken wings, boneless wings, chicken tenders, sauces, as well as other related made to order food and beverage products to the general public, and which may feature certain ancillary branded merchandise.

**WHEREAS**, the System consists of a general restaurant layout and design, equipment, interior and exterior decorations, signage specifications, menus of standard appearance and design, recipes, formulas, specially designed paper goods and other items used in serving and dispensing food products, advertising, trade practices, operating methods, various business forms, training materials, manuals, including the Spice Wing Confidential Operating Manual (the "Manual"), sales techniques, personnel management and management control systems as specified by Franchisor from time to time for use in connection with the operation of a Spice Wing Restaurant (the "System").

**WHEREAS**, Franchisor has acquired and owns the trade name and service mark and certain designs, commercial symbols, trade dress, phrases, logos, insignias, designs, trademarks, service marks, copyrights and other items now or hereafter owned, used or provided by Franchisor and designated in writing by Franchisor (the "Proprietary Marks") for the continued use in connection with the operation of Spice Wing Restaurants under the System pursuant to the terms of this Agreement.

**WHEREAS**, Franchisee wishes to obtain the right from Franchisor to operate a Spice Wing Restaurant business, and understands and accepts the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain Franchisor's high and uniform standards of quality and service designed to protect the goodwill and enhance the public image of the Proprietary Marks and recognizes the necessity of operating its Spice Wing Restaurant in strict compliance therewith, and with Franchisor's standards and specifications.

**NOW, THEREFORE**, the parties in consideration of the undertaking and commitments set forth in this Agreement, agree as follows:

### **1. DEFINITIONS**

For purposes of this Agreement, the terms below have the following definitions:

A. "Operating Partner" means the individual who has the authority to, and does in fact, actively direct your business affairs in regard to the Restaurant, is responsible for overseeing the general management of the day-to-day operations of the Restaurant. The Operating Partner must have a minimum 5% equity interest in the franchise, and must be approved and trained by us. The Operating Partner is identified on the Ownership and Management Addendum attached to this Agreement.

B. "General Manager" means the individual who (i) personally invests his or her full time and attention and devotes his or her best efforts to the on-premises general management of the day-to-day operations of the Restaurant; and (ii) does not participate in the active operation or management of any business other than the Restaurant. The General Manager is identified on the Ownership and Management Addendum attached to this Agreement.

C. "Gross Sales" means all revenues and income from whatever source derived or received by Franchisee from, through, by or on account of the operation of the franchised Restaurant, whether received in cash, in services, in kind, on credit (whether or not payment is received), bartering, or otherwise. There will be deducted from Gross Sales, to the extent they have been included: (i) all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if Franchisee separately states the taxes when the customer is charged and if Franchisee pays the taxes to the appropriate taxing authority; and (ii) any documented refunds, chargebacks, credits and allowances given in good faith to customers by Franchisee (such deductions will not include any credit card user fees, returned checks or reserves for bad credit or doubtful accounts). Franchisee agrees that the use of any coupons or other discounts, waivers, or any bartering or exchange transactions, or the sale of any products or services bearing the Proprietary Marks outside the Restaurant without prior written approval by Franchisor is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by Franchisee in such case shall also be included in the definition of Gross Sales.

D. "Menu Items" means the chicken wings, boneless wings, chicken tenders, sauces, French fries, waffles, and other items you are required to offer at the franchised Restaurant, and other products and beverages that we may develop from time to time and are prepared according to our specified recipes and procedures, as we may modify and change from time to time.

E. "Non-Traditional Venue Franchise" means a Spice Wing franchise we may operate, or grant others to operate, in a non-traditional venue, which consists of, for example, airports, hotels, resorts, theme parks, fairs, stadiums, arenas, convention centers, casinos, race tracks, public or private athletic fields, public parks and beaches, or any other venue where a temporary recreational event is open to the public, toll roads, travel plazas and other transportation facilities, hospitals, military facilities and installations, governmental and municipal facilities, American Indian reservations, shopping centers, plazas, malls and other retail and wholesale locations, any venue in which food service is or may be provided by a master concessionaire or contract food service provider, college campuses, and other institutional locations not considered traditional venues ("Non-Traditional Venue").

F. "Restaurant" means the Spice Wing Restaurant franchise you develop and operate pursuant to this Agreement.

G. "System" means the Spice Wing System, which consists of distinctive food products prepared according to special and confidential recipes and formulas with unique storage, preparation, service procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of equipment, supplies, ingredients, business techniques, methods and procedures, all of which we may modify and change from time to time as we deem necessary.

## **2. GRANT AND RENEWAL OF FRANCHISE**

### **2.1 Grant of Franchise**

Subject to the provisions of this Agreement, Franchisor hereby grants to Franchisee the non-exclusive right to operate one Spice Wing Restaurant, and to use the names and Proprietary Marks and the System during the Term (as defined below) and solely at the location identified in Exhibit A to this Agreement (the "Location"). Franchisee may not operate the Restaurant from any other location, and Franchisee may not relocate the Restaurant for any purpose without the express prior written approval and consent of Franchisor. Franchisee also may not sell any Menu Items or other food and beverage products that we may require you to sell at the Restaurant at any other location or through any other channel of distribution other than at, and through, the Location identified in Exhibit A.

### **2.2 Approved Location and Territory**

If, at the time this Agreement is executed, a Location for Franchisee's Restaurant is not identified or obtained by Franchisee and consented to by Franchisor, Franchisee shall lease or acquire a Location within ninety (90) days from the execution of this Agreement by Franchisor. The Location of Franchisee's Restaurant shall be within the site selection area (the "Site Selection Area") identified on Exhibit A, by a map or written description. Franchisee's failure to lease or acquire a Location for the Restaurant within this period of time shall constitute a material default under this Agreement, and Franchisor may terminate this Agreement without providing Franchisee with any opportunity to cure and without the return of any Initial Franchise Fee or other amounts paid to Franchisor or its Affiliates.

After the Location is identified by Franchisee and consented to by Franchisor, and so long as Franchisee is not in default under this Agreement and all other related agreements, and the Restaurant is not in a Non-Traditional Venue, Franchisor, its affiliates, subsidiaries, designees or any other franchisee shall not operate a Spice Wing Restaurant or grant a franchise for the operation of a Spice Wing Restaurant within a one and one-half (1.5) mile radius of the Location (the "Territory"); except, however, we may operate or grant others the right to operate a Non-Traditional Venue Franchise in your Territory. The "Territory" is identified on Exhibit A by a map or written description. Franchisee may operate its Restaurant from only one location situated within the Territory. Franchisee does not have any right to sublicense or subfranchise within or outside of the Territory and does not have the right to operate more than one Restaurant within the Territory.

Franchisee acknowledges and understands that the Territory will be different, and in most cases, smaller than, the Site Selection Area.

You authorize us to complete Exhibit A to define the Location and the Territory in the event that a Location and Territory are not identified at the time this Agreement is executed.

You may not solicit customers, market or advertise outside of your Territory.

### **2.3 Rights Reserved By Franchisor**

Franchisor (on behalf of itself, its parent and its affiliates) retains all rights with respect to the System, the Spice Wing names, the Proprietary Marks, the sale of proprietary products and any other products and services, anywhere in the world, including, without limitation, the right to: (a) own, operate and situate Spice Wing Restaurants anywhere outside the Territory and the three mile radius from the Territory's boundaries, as Franchisor considers appropriate, including within close proximity to the Location or Territory; (b) offer and sell products and services within and outside the Territory that are not part of the System through any distribution method; (c) to operate a business of the type franchised under this Agreement or grant a franchise for the operation of a similar or competitive business within the Territory and the three mile radius from the Territory's boundaries on the termination or expiration of this Agreement, or upon Franchisee's default of this Agreement; (d) own, operate, situate, franchise, and/or license others the right to operate Spice Wing Restaurants in Non-Traditional Venues, regardless of the location and including within the Territory and within the three mile radius from the Territory's boundaries. Franchisee understands and acknowledges that this Agreement does not grant Franchisee any rights with regard to any such Non-Traditional Venues; (e) both within and outside the Territory, and at, from and/or to any location whatsoever (including proximate to the Location or Territory), own, operate, situate, franchise, and/or license the sale of Spice Wing proprietary products or any other products and services under the Proprietary Marks, components thereof or variations thereon, from mobile food trucks or other motor vehicles; and (f) offer, sell and/or otherwise distribute, at wholesale or retail, and under the Proprietary Marks, the Spice Wing names, and/or other names and marks, Franchisor's proprietary products, and components thereof or variations thereon, which now or in the future are a part of the System and thus offered, sold and/or utilized by Spice Wing Restaurants, and/or those not a part of the System, to any person or entity, both within and outside Franchisee's Territory, from and/or to any location whatsoever. Franchisor and its affiliates may engage in such wholesale or retail sales activities from, at, to, or through grocery stores; the Internet; supermarkets; convenience stores; shopping clubs; and/or any other wholesale or retail entity or facility whatsoever. Franchisee understands and



acknowledges that this Agreement does not grant Franchisee any rights with respect to such sales whether conducted now or in the future.

## **2.4 Initial Term**

Unless otherwise terminated as provided for in this Agreement, this Agreement shall be effective and binding from the date of its execution by Franchisor for an initial term (the "Initial Term") of ten (10) years.

## **2.5 Renewal Term**

Franchisee shall have the right, subject to the conditions set forth below, to renew this Agreement before the expiration of its Initial Term for two (2) additional term(s) of five (5) years, upon payment of the Renewal Fee of Eight Thousand Two Hundred Dollars (\$8,200) and only if all of the conditions hereinafter set forth have been fulfilled:

1. Franchisee has fully complied with all of the provisions of this Agreement during its initial term;
2. Franchisee maintains possession of the Location and before the expiration date of this Agreement has brought the Restaurant into full compliance with the then-current specifications and standards then applicable for new or renewing Spice Wing Restaurants, and presents evidence satisfactory to Franchisor that it has the right to remain in possession of the Location for the duration of any renewal term; or, in the event Franchisee is unable to maintain possession of the Location or, in the judgment of Franchisor, the Restaurant should be relocated, Franchisee secures a substitute location approved by Franchisor and has furnished, stocked and equipped such premises to bring the Restaurant at its substituted location into full compliance with the then current specifications and standards before the commencement date of the new term;
3. Franchisee has given notice of renewal to Franchisor as provided hereinafter;
4. Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor under this Agreement or any other Agreement entered into between Franchisee and Franchisor and any of its affiliates, and has timely met these obligations throughout the term of this Agreement;
5. Franchisee has executed, upon renewal, Franchisor's then-current form of the Franchise Agreement (with appropriate modifications to reflect the fact that the Franchise Agreement relates to the grant of a renewal franchise, and therefore excludes the renewal term), which Franchise Agreement shall supersede in all respects this Agreement and the terms of which may materially differ from the terms of this Agreement including, without limitation, different percentages for Continuing Royalty Fees, Marketing Fund Contributions, advertising cooperative contributions, as well as other material financial and non-financial terms and conditions, including the Territory;
6. Franchisee has complied with Franchisor's then-current qualifications and criteria as well as training requirements as set forth by the Franchisor; and
7. Franchisee has executed a full general release, in a form prescribed by Franchisor, of any and all claims that have arisen or could have arisen against Franchisor, its subsidiaries, affiliates and their respective officers, directors, agents, shareholders and employees.

If Franchisee desires to renew this Agreement, Franchisee shall give Franchisor written notice of its desire to renew at least nine (9) months, but not more than twelve (12) months, prior to the expiration

of the Initial Term of this Agreement. Within ninety (90) days after its receipt of such timely notice, Franchisor shall furnish Franchisee with written notice of: (1) reasons which could cause Franchisor not to accept any such renewal notice including, but not limited to, any deficiencies which require correction and a schedule for correction thereof by Franchisee; and (2) Franchisor's then-current requirements relating to the images, appearance, decoration, furnishing, equipping and stocking of Spice Wing Restaurants and a schedule for effecting upgrading or modifications to the Restaurant in order to bring it in to compliance therewith, as a condition of renewal. Renewal of the franchise shall be conditioned upon Franchisee's compliance with such requirements and continued compliance with all the terms and conditions of this Agreement up to the date of expiration of the Initial Term.

Franchisor shall give Franchisee written notice of its election not to renew the franchise at least six (6) months prior to the expiration of the Initial Term of this Agreement. Such notice shall specify the reasons for non renewal.

### **3. INITIAL FRANCHISE FEE**

#### **3.1 Initial Franchise Fee**

In consideration of the execution of this Agreement by Franchisor, Franchisee agrees to pay Franchisor an Initial Franchise Fee of Twenty-Five Thousand Dollars (\$25,000). If Franchisee is a military veteran, the Initial Franchise Fee Franchisee agrees to pay Franchisor will be Twenty Thousand Dollars (\$20,000).

The Initial Franchise Fee is payable in immediately available funds upon Franchisee's execution of this Agreement and is deemed fully earned by Franchisor upon receipt. The Initial Franchise Fee is not refundable under any circumstances.

### **4. SITE SELECTION REQUIREMENTS AND COMMENCEMENT OF OPERATIONS**

#### **4.1 Restaurant Location and Site**

Franchisee shall operate its franchised Restaurant only at and from the Location. As used herein, "Location" means that location within the Site Selection Area selected by Franchisee, and consented to by Franchisor, from which Franchisee shall operate its Restaurant continuously and without interruption throughout the term of this Agreement. Franchisor may assist Franchisee in its efforts to select a suitable Location within the Site Selection Area for its Restaurant, but Franchisee understands and agrees that it will remain the ultimate responsibility of Franchisee to select and choose the Location. We strongly suggest that you seek the advice of a real estate professional familiar with the market in which you will be located and the relevant laws.

#### **4.2 Consent by Franchisor of Location**

We do not select the location for your Spice Wing Restaurant. You are solely responsible for locating, purchasing or leasing a site that is acceptable to us. You must obtain our written consent to the site. You acknowledge that our identification of, consent to, or acceptance of a site for your Spice Wing Restaurant does not constitute a guarantee, recommendation, assurance or endorsement as to the success, profitability or income, if any, of the site or your Restaurant.

#### **4.3 Restaurant Location Lease**

Immediately following our written consent of a proposed Restaurant Location, Franchisee shall submit to Franchisor a copy of any proposed lease or purchase agreement for the Restaurant Location and any proposed related documents. Any lease, sublease or other rental agreement (each, as applicable, a "Lease") or purchase agreement for the Restaurant Location will be subject to our prior written consent, which we may not unreasonably withhold or delay. If we do not communicate our approval or disapproval of the proposed purchase agreement, lease or sublease to Franchisee within

fifteen (15) business days following Franchisor's receipt of same, the proposed purchase agreement, lease or sublease will be deemed approved by us as the Lease or purchase agreement hereunder. You acknowledge that our consent to any proposed lease or purchase agreement for your Spice Wing Restaurant does not constitute a guarantee, recommendation, assurance or endorsement as to the success, profitability or income, if any, of the location or your Restaurant.

A. With regard to any such Lease:

1. Franchisee may not create any obligations on behalf of Franchisor, grant any rights against Franchisor or agree to any other term, condition, or covenant which is inconsistent with any term of this Agreement;

2. Franchisee agrees to duly and timely perform all terms, conditions, covenants and obligations under the Lease; and

3. Except as otherwise provided in this Agreement, Franchisee may not assign, charge, encumber or transfer its Lease, or sublet all or any part of the Restaurant Location, without Franchisor's prior written approval.

B. All Leases or other agreements entered into by Franchisee to secure the Restaurant Location must contain provisions acceptable to Franchisor and which provide that:

1. After the expiration or termination of the Franchise Agreement for any reason, Franchisor shall have the option for thirty (30) days to cure any defaults; at Franchisor's election, either to assume the obligations of and replace Franchisee as the lessee under the Lease, or to have another franchisee assume the obligations of and replace Franchisee as the lessee under the Lease; and, if Franchisor has assumed the obligations of and replaced Franchisee as the lessee under the Lease, to reassign the Lease to another franchisee, all of which have been previously consented to by the lessor or sublessor.

2. The lessor or sublessor will furnish to Franchisor written notice specifying any default by the Franchisee and the method of curing the default; allow Franchisor thirty (30) days after receipt of the notice to cure the defaults (except that if the default is the non-payment of rent, Franchisor will have only fifteen (15) days from receipt of notice to cure the default); and, allow Franchisor to exercise its option for Franchisor or another franchisee to succeed to Franchisee's interest in the Lease.

3. The lessor or sublessor will accept Franchisor or another franchisee designated by Franchisor as a substitute tenant under the Lease upon notice from Franchisor that it is exercising its option for Franchisor or another franchisee to succeed to Franchisee's interest in the Lease and/or to reassign the Lease to another franchisee following Franchisor's assumption of obligations under the Lease.

4. The lessor or sublessor acknowledges that Franchisee alone is responsible for all debts, payments and performances under the Lease before Franchisor or another franchisee takes actual possession of the premises and lessor or sublessor shall not require Franchisor to satisfy any past-due obligations of Franchisee as a condition of assignment to Franchisor.

5. The Lease may not be modified or amended without Franchisor's prior written consent. The lessor will promptly provide Franchisor with copies of all proposed modifications or amendments and true and correct copies of the executed modifications and amendments.

6. The lessor or sublessor may, upon the written request of Franchisor, disclose to Franchisor all reports, information or data in the lessor or sublessor's possession (as applicable) with respect to sales made in, upon or from the leased Restaurant premises.

7. Following the expiration or termination of the Franchise Agreement for any reason, Franchisor may enter the premises to remove its Proprietary Marks and other proprietary property or property containing the Proprietary Marks.

C. Franchisee and the lessor or sublessor for the Location must execute the Lease Addendum attached hereto as Exhibit B.

#### **4.4 Government Approvals, Consents and Licenses**

It will be Franchisee's sole responsibility to promptly seek and obtain all governmental and quasi-governmental approvals, consents and licenses required to open and operate the Restaurant. Franchisee undertakes to use all possible efforts to obtain all required approvals, consents and licenses. Franchisor makes no representation or warranty of any kind that Franchisee will be able to obtain all required approvals, consents and licenses.

#### **4.5 Relocation of the Franchised Restaurant**

Franchisee may not relocate its Restaurant to another location without first obtaining Franchisor's written approval, which may be withheld for any reason. Any relocation will be at Franchisee's sole expense, and must be within Franchisee's Territory. All leases, subleases or other agreements that Franchisee enters into to relocate the Restaurant must conform to the provisions of this Agreement. At the time Franchisee requests from Franchisor the right to relocate, Franchisee shall pay Franchisor the sum of Five Thousand Dollars (\$5,000.00) for costs and other expenses Franchisor may incur in its consideration of the request and for the continued reservation of your Territory. This payment is not refundable.

#### **4.6 No Guaranty Of Success**

Franchisee acknowledges that any advice or assistance by Franchisor regarding site selection, its proposal or suggestion of any location, and/or, its exercise of its rights of inspection or consent, are not meant to be relied on or construed in any way as a representation, express or implied warranty, or any other indicia of the prospective profitability, success, viability or merit of any location. Franchisor makes no representations about the merits, practicality or feasibility of the location whatsoever.

#### **4.7 Commencement of Operations**

A. Franchisee shall commence the operation of its Restaurant within one hundred eighty (180) days of the date from execution of this Agreement by Franchisor and no later than seven days after the receipt of Franchisor's written approval to open as provided below.

B. Before commencing operations, Franchisee agrees to fulfill all the pre-opening obligations called for by this Agreement including (but not limited to) its obligations to:

1. Have its Operating Partner and General Manager attend and satisfactorily complete the initial training requirements we prescribe for the Restaurant to be developed under this Agreement;
2. Procure an acceptable Restaurant Location within ninety (90) days after Franchisor's execution of this Agreement;
3. Complete construction, remodeling, refurbishing and/or decorating of Franchisee's Restaurant, including installing all furniture, fixtures, signs, equipment, furnishings, fax machines, and telephone and computer systems;
4. Obtain all required Restaurant, building, zoning and other permits and licenses;

5. Employ and train all Restaurant staff;
6. Purchase the opening inventory and other products and supplies as required by Franchisor;
7. Pay all amounts then due to Franchisor;
8. Provide Franchisor with the evidences of insurance coverage required under this Agreement;
9. Do all other acts necessary to make the Restaurant ready to begin operations; and
10. Obtain Franchisor's written consent for the commencement of operations of the Restaurant.

## **5. LEASEHOLD IMPROVEMENTS, FIXTURES, EQUIPMENT AND SIGNS**

### **5.1 Leasehold Improvement Obligations**

Franchisor may furnish Franchisee with a sample layout for the interior of a typical Spice Wing Restaurant and a set of typical preliminary plans and specifications for furniture, fixtures, equipment and/or decor. Franchisee agrees, at its expense, to employ licensed architects, designers, engineers or others as necessary to complete, adapt, modify or substitute the layout, plans and specifications for the Restaurant. Franchisee agrees to submit to Franchisor a complete set of final plans and specifications before commencing construction of the Restaurant. Franchisor will review the final plans and specifications promptly and either approve them or provide comments to Franchisee. Franchisee may not begin construction of the Restaurant until Franchisor has approved the final plans and specifications in writing.

Before Franchisor approves Franchisee's final plans and specifications, Franchisee's general contractor and architect shall certify to Franchisor that the plans and specifications for the Restaurant comply with the Americans with Disabilities Act (the "ADA"), the architectural guidelines under the ADA, and all applicable state and local codes for accessible facilities; and all other federal, state and local laws, rules or regulations applicable to the Restaurant. Franchisor may also require, before the Restaurant is opened for business, corrections and modifications it considers necessary to bring the Restaurant into compliance with the plans and specifications approved by Franchisor. The Restaurant will not be allowed to open if it does not conform to the approved plans and specifications, including changes consented or required by Franchisor.

Franchisee agrees, at its expense, to make all leasehold improvements and install all fixtures, furniture, signs and equipment at the Restaurant required to comply with Franchisor's current requirements and specifications.

Franchisor will consult with Franchisee, to the extent Franchisor deems necessary, on the construction and equipping of the Restaurant, but it will be Franchisee's sole responsibility to diligently construct, equip, ready and open the Restaurant.

### **5.2 Construction, Inspection and Opening**

Franchisee agrees to use a licensed general contractor to perform construction work at the Restaurant. If Franchisor requests, Franchisee shall immediately furnish the following to Franchisor before commencing construction, remodeling or refurbishing, and from time to time thereafter on request: the names and addresses of any sub-contractor and/or vendor to be involved in these activities; copies of all permits, licenses, contractors' liability insurance certificates or other items required for the construction,

equipping and operation of the Restaurant; and, copies of all construction contracts and documents, and originals of all lien waivers, as Franchisor may require.

Franchisor will not be responsible for delays in construction, equipping or decoration or for any loss resulting from the Restaurant design or construction, including but not limited to the actions or inactions of any approved, required or recommended general contractor and/or architecture firm. Franchisee shall obtain Franchisor's written approval for all changes to the Restaurant plans furnished by Franchisee before construction or implementing the changes. Franchisor will have access to the Restaurant Location while construction is in progress. Franchisor may require any reasonable alterations or modifications of the construction of the Restaurant it considers necessary. If Franchisee fails to promptly begin the design, construction, equipping and opening of the Restaurant with due diligence, this will be grounds for the termination of this Agreement.

Upon completion of construction and before the commencement of operations of the franchised Restaurant, Franchisee shall cause its general contractor to provide Franchisor with a certificate stating that the as-built plans for the Restaurant comply with the ADA; the architectural guidelines under the ADA; all applicable state and local codes for accessible facilities; and, all other federal, state and local laws, rules or regulations applicable to the Restaurant.

Franchisor will have the right, but not the obligation, to conduct a final inspection of the completed Restaurant. Franchisor may require any corrections and modifications it considers necessary to bring the Restaurant into compliance with the plans and specifications approved by Franchisor. The Restaurant will not be allowed to open if it does not conform to the approved plans and specifications, including changes approved by Franchisor. If Franchisee does not promptly correct any unauthorized variance from the approved plans and specifications, this will be grounds for termination of this Agreement.

### **5.3 Maintenance and Repair; Periodic Renovation**

A. At all times during the term of this Agreement, Franchisee agrees that it shall maintain the interior and exterior of its Restaurant, and to keep and maintain all products, premises, equipment, furniture, decorations, signs and appurtenances in or at the Restaurant in the highest degree of cleanliness, maintenance, condition and repair. Franchisee may make no material alteration, addition, replacement or improvement in or to the interior or exterior of the Restaurant without the prior written consent of Franchisor.

B. Franchisor shall have the right to require Franchisee to periodically renovate, refurbish and update its Restaurant to ensure that it is in substantial conformity with Franchisor's then-current Spice Wing Restaurant design. Franchisee agrees that it shall renovate, refurbish and update its Restaurant in accordance with those standards and specifications then prescribed by Franchisor, from time to time as Franchisor deems necessary.

### **5.4 Signage**

Exterior and interior signage identifying the Restaurant and interior décor shall conform to Franchisor's criteria as to type, color, size, design and location as specified in the Manual or otherwise. All signs must be approved in writing by Franchisor before installation or display.

### **5.5 Indemnification of Franchisor**

Franchisee will be solely responsible for the acts, errors or omissions of itself, its general contractor, its architects, designers, engineers and others regarding compliance with this Article. Franchisor will have no responsibility or liability for the acts, errors or omissions of Franchisee, its general contractors, architects, designers, or engineers. Franchisor will not be liable for any loss or damage arising from the construction, design or plan of the Restaurant, whether because of its approval of plans and specifications or for any other reason. Franchisee agrees to indemnify Franchisor for any loss, cost or expense, including attorneys' and experts' fees, which Franchisor sustains because of the acts, errors

or omissions of Franchisee, its contractors, architects, designers, or engineers arising out of or related to the design, construction or outfitting of the Restaurant, whether or not approved by Franchisor.

## **6. PRODUCTS AND OPERATIONS STANDARDS AND REQUIREMENTS**

### **6.1 Manner of Operation**

Franchisee agrees that it will operate the Restaurant all times in strict compliance with the Spice Wing System, including all standards, procedures and policies Franchisor from time to time establishes in its Manual or otherwise, as though specifically set forth in this Agreement. Franchisee agrees to offer and sell all products, services and programs, and disseminate to the public all promotional and other materials, which are specified by Franchisor and made part of the Spice Wing System.

### **6.2 Confidential Operating Manual**

During the term of this Agreement, Franchisor shall loan Franchisee one (1) copy of its confidential operating manual (the "Manual"), which may consist of multiple volumes of printed text, computer disks, e-mails, and other hand-outs. At Franchisor's option, the Manual may be provided by the Internet. The Manual contains Franchisor's mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor for Spice Wing Restaurants. Franchisee agrees to operate its Restaurant in strict compliance with the operational systems, procedures, policies, methods and requirements prescribed from time to time in the Manual. Franchisor shall have the right to add to and otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor for Spice Wing Restaurants. All additions to, deletions from or revisions of the Manual, will be deemed a part of the Manual, and will become binding on Franchisee as if originally set forth in the Manual, upon being delivered to Franchisee. Franchisee agrees to immediately adopt and use the products, services, programs, materials, standards, specifications, policies, methods, procedures and techniques set forth in modifications or supplements to the Manual.

The Manual shall at all times remain the sole property of Franchisor and shall promptly be returned upon expiration or termination of this Agreement. Franchisee agrees that it, its agents, independent contractors, and employees will treat the Manual and the information contained in it as confidential; use all reasonable efforts to maintain this information as secret and confidential; at no time copy, duplicate, record or otherwise reproduce the Manual or supplements to the Manual, in whole or in part; and, not otherwise make the Manual, supplements to the Manual or information in them available to any unauthorized person. Franchisee shall have its employees who have access to the Manual or any other confidential information of Franchisor, to sign, at the time of employment, a Confidentiality Agreement in a form substantially the same as the one attached hereto as Exhibit C.

Franchisee agrees to ensure at all times that its copy of the Manual is current and up-to-date. If there is any dispute as to Franchisee's compliance with the provisions of the Manual and any supplements to the Manual, the master copy of the Manual maintained by Franchisor (including its additions, deletions, or revisions) shall control.

### **6.3 Authorized Menu**

Your business must be confined to the preparation and sale of only such Menu Items and other food and beverage products as we designate, and as set forth in our Manual or otherwise, for sale by your Restaurant. You must offer for sale from the Restaurant all items and only those items listed as Menu Items and other approved food and beverage products. You must offer the full Authorized Menu during all hours of operation. We have the right to make modifications to these items from time to time at our sole discretion, and you agree to immediately comply with any modifications. You may not offer or sell any other product or service at the Location without our prior written consent.

## **6.4 Authorized Products and Ingredients**

You must use in the operation of the Restaurant and in the preparation of Menu Items and other food and beverage products, only the proprietary sauces and mixes and other proprietary and non-proprietary ingredients, recipes, formulas, cooking techniques and processes and supplies, and must prepare and serve Menu Items and products in such portions, sizes, appearance, taste and packaging, all as we specify in our most current production preparation materials, the Manual or otherwise in writing. All supplies, including containers, cups, plates, wrapping, eating utensils, and napkins, and all other customer service materials of all descriptions and types must meet our standards of uniformity and quality. You acknowledge that the Restaurant must at all times maintain an inventory of ingredients, food and beverage products and other products, material and supplies that will permit operation of the Restaurant at maximum capacity.

You may not offer or sell any product or service from the Restaurant except those we authorize, including but not limited to vending machines, videogames, gambling equipment or cigarette/tobacco dispensing machines. If authorized, all revenues derived therefrom shall be considered gross sales for all purposes.

## **6.5 Approved Supplies and Suppliers**

We require you to purchase certain equipment, fixtures, supplies and other products and services from third party vendors we approve. We require you to purchase other products, equipment and services by brand name or specification, from vendors of your choice. These products, vendors and specifications are identified periodically in the Manual, or in notices from us, but may be changed or modified from time to time as we deem necessary.

We will furnish you with a list of approved manufacturers, suppliers and distributors and approved inventory products, fixtures, furniture, equipment, audio/visual equipment, signs, stationary, supplies and other items or services necessary to operate the Restaurant. You must only use approved products, services, inventory, equipment, fixtures, furnishings, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "approved supplies") in connection with the design, construction and operation of the Restaurant as set forth in the approved supplies and approved suppliers lists, as we may amend from time to time as we deem necessary.

Although approved or designated by us, we and our affiliates make no warranty and expressly disclaim all warranties, including warranties of merchantability and fitness for any particular purpose, with respect to services, products, equipment (including, without limitation, any required computer systems), supplies, fixtures, furnishings or other approved items. In addition, we disclaim any liability arising out of or in connection with the services rendered or products furnished by any supplier approved or designated by us. Our approval or consent to any services, goods, suppliers, or any other individual, entity or any item shall not create any liability to us.

You must notify us in writing if you want to offer for sale at the Restaurant any brand of product, or to use in the operation of the Restaurant any brand of food ingredient or other material, item or supply that is not then approved by us, or to purchase any product from a supplier that is not then designated by us as an approved supplier, for our review and written approval. If requested by us, you must submit samples and any other information as we may require for testing or to otherwise determine whether the product, material or supplies, or the proposed supplier meets our specifications and quality standards. You will be responsible for all costs associated with such testing. We will send you written notice of supplier or product approval or disapproval within 60 to 90 days of our receipt of all the information and samples we request. The supplier may be required to sign a supplier agreement. We may revoke approval of a previously approved item, service or supplier at any time and in our sole discretion, upon written notice.

Along with a number of other general approval criteria, in approving a proposed supplier we consider the proposed supplier's ability to provide quality product and/or services in conformity with our



specifications, prices, terms, ability to provide product and/or services to all Spice Wing Restaurants, reputation, years in business, financial strength as well as other factors, in making our decision as to whether to approve or not approve a supplier.

You acknowledge and agree that certain approved supplies, required products and/or services may only be available from one source, and we or our affiliates may be that source, and that the cost of such supplies, products and/or services may be higher than the cost of the same or similar supplies, products and/or services that may be purchased elsewhere. You also acknowledge that we and/or our affiliates will make a profit on the sale of such supplies, products and/or services to you.

We agree that we will use our reasonable efforts to fulfill or to cause our affiliates to fulfill your orders for supplies, products and/or services you are required to purchase from us or our affiliates. However, neither we nor our affiliates shall be liable to you in the event that we or our affiliates are not able to fulfill an order for supplies, products and/or services placed by you.

The cost of any supplies, products and/or services purchased from us or our affiliates shall be based on the price then in effect, as set forth and identified from time to time in our confidential published price lists, in our Manual, or through other written communications.

## **6.6 Opening Inventory**

Franchisor will designate, in its Manual or otherwise, the amount and nature of the opening inventory of products, supplies, equipment, materials and services required to be purchased by Franchisee for the operation of the Restaurant, including an opening inventory package of products which Franchisee shall purchase from Franchisor (or its designee) if Franchisor offers such products. Franchisee agrees to purchase the required opening inventory before the commencement of operations of the Restaurant.

## **6.7 Computerized Point of Sale System**

Prior to the commencement of operations of the Restaurant, Franchisee agrees to procure and install at the Restaurant, at Franchisee's expense, the computerized point of sale system and related software (including, without limitation, a polling package) required by Franchisor, associated computer hardware, required dedicated telephone and power lines, modem(s) for polling purposes, printer(s), fax machines, and other related accessories or peripheral equipment which Franchisor specifies in its Manual or otherwise.

Franchisee agrees to provide any assistance required by Franchisor to bring its computerized point of sale system on line with Franchisor's system at its headquarters at the earliest possible time. Franchisee expressly affirms and agrees that Franchisor will thereafter have the free and unfettered right to retrieve such data and information from Franchisee's system as Franchisor, in its sole and exclusive judgment, deems necessary, desirable or appropriate, at such intervals as Franchisor determines in its sole and exclusive judgment. Franchisee agrees to accurately, consistently and completely record, structure, capture and provide through the computerized point of sale system all information concerning the operation of the Restaurant as Franchisor requires, in the form and at the intervals that Franchisor requires (in its Manual or otherwise), including (without limitation) the recordation, at the time of receipt, of all sales of all services and products sold by Franchisee from the Restaurant.

Franchisee agrees to bear the sole cost of the foregoing items to be installed or purchased and activities to be accomplished by Franchisee, and the delivery and installation costs of all hardware and software.

To ensure full operational efficiency and communication capability between Franchisor's computerized point of sale system and those of all its franchisees, Franchisee agrees, at its expense, to keep its system in good maintenance and repair. Franchisee further agrees to use, at its expense, only

Franchisor's designated vendors that are specified in the Manual or otherwise to perform any such maintenance and repairs.

If Franchisor designates certain computer software that is owned, licensed or required by Franchisor (an affiliate or a designee) to be used in the operation of the point of sale system or computer system ("Proprietary Software"), Franchisee shall, at Franchisor's request, license or sublicense such software from Franchisor or its designee and enter into a software (sub) license agreement on Franchisor's or such designee's then-current form of software (sub) license agreement. Franchisee shall also pay to Franchisor or its designee an initial and continuing fee for the use of such Proprietary Software, in an amount determined by Franchisor or Franchisor's designated third-party vendor. Franchisee shall purchase any upgrades, enhancements or replacements to the Proprietary Software as required by Franchisor. Franchisee must incorporate any required modifications or additions upon written notice by Franchisor and within such time period as stated in the notice.

### **6.8 Minimum Hours of Operation**

Franchisee agrees to continuously operate the Restaurant during the minimum hours Franchisor establishes in its Manual or otherwise. Franchisee may establish hours of operation in addition to the required minimum hours.

### **6.9 Catering and Delivery**

You may, with our prior written approval, offer delivery services at the Restaurant. We shall have the right, at any time and in our sole discretion, to revoke our authorization permitting you to offer and provide delivery services. You may, at your option, offer catering services to customers. You shall offer and provide such delivery services (if we approve) and catering services only within the Territory and after we authorize commencement of such services by you. Such catering and delivery services must meet our written standards, as provided for in the Manual or otherwise. You also must charge the same price for products offered by the Restaurant whether delivered or catered by or sold in the Restaurant. Any income from catering or delivery service fees must be included in Gross Sales for purposes of your Royalty Fee, Marketing Fund Fee, Local Store Marketing, and any required Cooperative contributions. You are permitted to charge a delivery service fee (if we authorize you to provide delivery services) not to exceed three dollars (\$3.00) per order, or as otherwise provided in the Manual or otherwise.

We may, in our sole discretion, grant written authorization for you to offer and provide delivery and catering services in the geographic area(s) adjacent to the Territory that has not been designated as the territory of another Spice Wing restaurant ("Adjacent Areas"). We shall have the right, at any time and in our sole discretion, to revoke our authorization permitting you to offer and provide delivery and catering services in all or part of the Adjacent Areas. You shall immediately cease offering and providing delivery and catering services within such Adjacent Areas upon our written notice to you of our revocation.

### **6.10 Minimum and Maximum Pricing**

Franchisor may, at its sole option, and where legally permitted, from time to time establish minimum and/or maximum prices below or above which Franchisee may not offer and sell products and/or services under this Agreement (and Franchisor shall likewise have the right from time to time to revise or eliminate any such minimum or maximum prices at its sole option). Franchisee agrees to adhere to any such price requirement imposed by Franchisor. Franchisor may, at its sole option, advertise specific products or services as for sale throughout the System at such maximum prices "or less."

In addition, or alternatively, Franchisor may from time to time suggest prices for products or services offered and sold by Franchisee at the Restaurant. Franchisor and Franchisee agree that any list or schedule of such prices suggested by Franchisor will be recommendations only and shall not be mandatory on Franchisee unless Franchisor expressly labels any or all of such prices as a minimum or maximum price (as provided above). Franchisee understands and agrees that Franchisor's suggested or minimum or maximum prices, fees, discounts, markups or margins may or may not increase or optimize

the revenues or profitability of the Restaurant.

Franchisee agrees to inform Franchisor of all prices charged for products and services sold by Franchisee and promptly inform Franchisor of any new prices it establishes.

Franchisee may not perform, render or offer any products, services or programs, or sell, dispense, give away or provide any products bearing the Proprietary Marks, except by sales by and through the Restaurant, without Franchisor's prior written consent. Franchisee may not engage in any barter or exchange transactions.

#### **6.11 Health and Sanitation**

Your Restaurant must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by governmental authority. You also must comply with any standards we prescribe. In addition to complying with such standards, if the Restaurant is subject to any sanitary or health inspection by any governmental authorities under which it may be rated in or more than one classification, it must be maintained and operated so as to be rated in the highest available health and sanitary classification with respect to each governmental agency inspecting the same. In the event you fail to be rated in the highest classification or receive any notice that your Restaurant is not in compliance with all applicable health and sanitary standards, you must immediately notify us of such failure or noncompliance. If you fail to correct any local, state or municipal health or sanitation law or code violation within 72 hours after being cited for such violation, you will have materially breached this Agreement and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you the opportunity to cure the breach, and effective immediately upon your receipt of notice of such breach.

#### **6.12 Inspection and Operational Audit**

Franchisee agrees that Franchisor, or any of its authorized agents or representatives, may at any time during normal business hours enter the Restaurant to conduct an operational audit to determine compliance with this Agreement and with Franchisor's policies, procedures, programs, standards, specifications and techniques as set forth in its Manual or elsewhere. Franchisor's representatives may examine, test and inspect the condition of the Restaurant, the premises, equipment, the products, supplies, and ingredients provided from or at the Restaurant, as well as the storage, preparation and formulation and the conditions of sanitation and cleanliness in the storage, production, handling and serving. Franchisor's representatives may examine, inspect and confer with Franchisee's employees and customers.

Following any inspection and operational audit, and subject to the other provisions of this Agreement, Franchisee agrees to incorporate into its Restaurant any corrections and modifications Franchisor requires to maintain the standards of quality and uniformity prescribed by Franchisor, as quickly as is reasonably possible.

If we determine that any condition in the Restaurant presents a threat to customers or public health safety, we may take whatever measures we deem necessary, including requiring you to immediately close the Restaurant until the situation is remedied to our satisfaction. Our inspections and evaluations may include a "mystery shopper" program from time to time throughout the term of this Agreement. We may hire various vendors who send the "mystery shoppers" into Spice Wing Restaurants. If you fail an evaluation by us or by a mystery shopper or if we receive a specific customer complaint, you must pay for the mystery shopper(s) we send to your Restaurant until the issue is resolved to our satisfaction. The fee charged by the vendors may be approximately \$100 or more per visit, which may vary, and which you agree to pay directly to the vendor.

Your failure to pass three (3) inspections with an eighty percent (80%) score or higher within any 365-day period, or your failure to receive a mystery shop score average (out of a minimum of 12 mystery shop scores) of eighty-five percent (85%) or higher within any 365-day period, will constitute a material

breach of this Franchise Agreement and Franchisor may, at its option, terminate this Franchise Agreement upon notice and without any opportunity to cure.

### **6.13 Modifications to the Spice Wing System**

Franchisee understands and agrees that the Spice Wing System must not remain static if it is to meet presently unforeseen changes in services, technology, competitive circumstances, market conditions and customer needs and to best serve the interests of Franchisor, Franchisee, and the Spice Wing System. Franchisee therefore agrees that Franchisor may from time to time change the components of the Spice Wing System, including, but not limited to, altering the products, services, programs, methods, standards, forms, policies and procedures of the System; adding to, deleting from or modifying those products, services and programs which Franchisee's Restaurant is authorized to offer; and, changing, improving, modifying, adding to or deleting from the Proprietary Marks. Subject to the other provisions of this Agreement, Franchisee agrees to abide by any of these modifications, changes, additions, deletions and alterations at Franchisee's own expense.

### **6.14 Variance of Standards and Terms**

Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, as it may consider in the best interests of all concerned, to vary standards for any franchisee based on any condition which Franchisor considers important to the successful operation of any franchisee's Restaurant. Franchisee will have no right to require Franchisor to disclose any such variation to Franchisee or to grant Franchisee the same or a similar variation under this Agreement.

### **6.15 Compliance with Laws, Rules and Regulations**

Franchisee agrees to operate the Restaurant in strict compliance with all applicable laws, rules and regulations of all governmental authorities; comply with all applicable wage, hour and other laws and regulations of federal, state and local governments; prepare and file all necessary tax returns; and, pay all taxes imposed on or required to be paid by Franchisee related to the Restaurant. Franchisee agrees that it will be responsible for compliance with all applicable laws, rules and regulations, including, without limitation, the Americans with Disabilities Act, federal, state and local tax codes as well as all applicable United States immigration laws.

Franchisee shall obtain all required licenses, including (without limitation) certificates, permits and other required forms of governmental approval relating to the operation of your Restaurant; shall maintain such licenses, certificates and permits in full force and effect and good standing throughout the term of this Agreement; and, shall post same on the premises of the Restaurant as required by law. Franchisee shall forward copies of all health, sanitation or other regulatory agency reports to Franchisor immediately upon receipt thereof. Franchisee shall take prompt and effective action to correct any violation set forth in a notice issued by any governmental or municipal authority concerning such licenses and permits.

### **6.16 Best Efforts; Cooperation with Franchisor**

Franchisee agrees to use its best efforts to develop and expand the market for the products and services offered by the Restaurant and to cooperate fully with Franchisor in accomplishing the purposes of this Agreement.

### **6.17 Products, Services, Equipment and Programs Developed by Franchisee**

Franchisee irrevocably and permanently licenses to Franchisor for incorporation in the System and use by Franchisor, its affiliates and (if Franchisor determines) other franchisees, all of the following if developed by or on behalf of Franchisee in conjunction with or related to the franchised Restaurant: products, equipment and programs; related products and services (including, without limitation, any computer software); sales, marketing and promotional programs and campaigns; and any techniques and

procedures relating to or regarding the operation of a Spice Wing restaurant. Franchisee agrees that Franchisor, its affiliates and franchisees will not be liable to Franchisee in any manner, whether for compensation or otherwise, as a consequence of this license.

## **7. PERSONNEL AND SUPERVISION STANDARDS**

### **7.1 Initial Training Program**

You must, at your expense, comply with all of the training requirements we prescribe for the Restaurant. We will make an Initial Training Program available to you, your Operating Partner (if Franchisee is an entity) and your General Manager. If Franchisee is an individual, Franchisee must attend. If Franchisee is an entity, the Operating Partner must attend. In addition, Franchisee's designated General Manager must attend. Franchisee shall be solely responsible for all expenses and costs incurred, including, without limitation, wages, travel, transportation, lodging, and meal expenses of those persons attending the training.

The Initial Training Program shall be successfully completed by Franchisee (or, if Franchisee is an entity, the Operating Partner) and the General Manager prior to the opening of the Restaurant. The Initial Training Program will consist, generally, of two parts. Franchisee must attend, at its option, either Part 1 or Part 2 of the Initial Training Program, or Franchisee may elect to attend both Part 1 and Part 2 of the Initial Training Program. Part 1 of the Initial Training Program will consist of approximately eight (8) days of on-site initial training at Franchisee's Restaurant. Franchisor will charge a fee of Two Thousand Dollars (\$2,000) for Part 1, plus Franchisee must reimburse Franchisor for expenses Franchisor incurs in connection with its provision of this on-site initial training, including, but not limited to, Franchisor's travel, transportation, lodging and meal expenses. Part 2 of the Initial Training Program will consist of approximately eight (8) days of initial training conducted at a site designated by Franchisor, in its sole discretion, which will include an existing Spice Wing Restaurant. Franchisor does not charge a fee for Part 2, but Franchisee will be responsible for all expenses and costs incurred by its trainees, including, without limitation, wages, travel, transportation, lodging, and meal expenses. Franchisor reserves the right to decrease the number of days of Part 1 and Part 2 of the Initial Training Program, in its sole discretion. In addition, Franchisor will determine the length or portion of the Initial Training Program that Franchisee, or its designated manager(s), is required to attend based on such individual's experience and role in the day to day operation of the Restaurant. Franchisor will determine and notify Franchisee of the date of commencement of the Initial Training Program. Franchisee acknowledges that it is of paramount importance that Franchisee and its employees or representatives understand the System and, therefore, Franchisee's (or, if Franchisee is an entity, the Operating Partner's) or the General Manager's failure to complete Franchisor's Initial Training Program, and any other required training, to the satisfaction of Franchisor, shall be grounds for Franchisor to elect to terminate this Agreement as set forth in Section 17.2.

If Franchisor reasonably concludes that Franchisee (or, if Franchisee is an entity, the Operating Partner) or the General Manager have failed to attend or successfully complete Franchisor's Initial Training Program, then that person may re-enroll in Franchisor's next scheduled Part 2 of the Initial Training Program at an additional charge as then stated in the Manual, but not to exceed \$5,000 per person.

You are responsible for training all replacement General Managers and all other employees. Any new Operating Partner must attend the Part 2 of the Initial Training Program, at an additional charge as then stated in the Manual, but not to exceed \$5,000 per person, and must successfully complete it to our satisfaction.

Franchisor reserves the right to determine the duration and subject matter of its training programs and the right to train any number of individuals from any number of franchised or non-franchised Spice Wing Restaurants at the same time.

## **7.2 Ongoing Training and Operating Assistance**

Franchisor may require Franchisee (or, if Franchisee is an entity, the Operating Partner) and/or the General Manager to attend mandatory refresher or additional training programs on an annual basis. Franchisor may charge Franchisee a fee of up to \$1,000 per person, per day for this training (unless the training is a webinar or online training or course, in which case there will be no fee), and Franchisee will be responsible for and must pay all costs and expenses for Franchisee and Franchisee's employees, including, but not limited to, the salaries, travel, accommodation and related costs for all persons associated with Franchisee who attend these programs. Franchisor shall, in its sole discretion, provide such training to Franchisee or to Franchisee's personnel at such times and places and for such duration as Franchisor deems necessary. Franchisee shall be responsible for the cost of such additional training, including the cost of wages, transportation, subsistence, and lodging.

Our decision not to require you to attend a refresher program is not indicative of our approval or disapproval of your operational performance.

Franchisor will not be obligated to provide any on-site assistance or additional training beyond the Initial Training Program, but if it elects to do so, it may impose a fee, as set forth in the Manual or otherwise, for each day or week of any on-site assistance or additional training it agrees to provide. In addition to the fee imposed by Franchisor, Franchisee shall also pay all expenses incurred by Franchisor in connection with the on-site training, including, but not limited to, employee salaries, transportation costs, meals, lodging and other living expenses.

We may furnish you such assistance in connection with the operation of the Restaurant as we may from time to time deem appropriate in our sole discretion. This assistance may, but is not required to be provided by us in person, by telephone, or through any other means as we deem appropriate. There is no particular type of assistance that is required to be provided by us at any time or on an ongoing basis.

You understand and agree that all advice and guidance provided by us is gratuitous and is only supportive of the operation of the Restaurant and that the overall success of the Restaurant is primarily dependent upon your business abilities and efforts.

## **7.3 Franchisee Participation and Supervision**

A. You must have an Operating Partner and a General Manager that meet our standards and qualifications at all times during the term of this Agreement. Your Operating Partner and General Manager must attend and successfully complete the required initial training, as set forth in this Agreement.

B. Franchisee shall inform Franchisor in writing as to the identity of its Operating Partner and General Manager and any successors on the Ownership and Management Addendum attached to this Agreement. Franchisor must approve in writing the Operating Partner, which approval Franchisor may withhold for any reason whatsoever.

C. Should any actions (or inactions) of your General Manager or Operating Partner cause the individual to fail to meet our standards and qualifications or should the action (or inaction) bring or tend to bring any of the Proprietary Marks into disrepute or impair or tend to impair your or your Restaurant's reputation or the goodwill of the Proprietary Marks, your Restaurant or the Spice Wing System, we have the right to require that you replace the Operating Partner or General Manager with an individual who meets our standards and qualifications within thirty (30) days. The General Manager and Operating Partner must ensure that the Restaurant is operated in accordance with the terms and conditions of this Agreement, although this in no way relieves you of your responsibilities to do so. Your Operating Partner must be readily and continuously available to us.

D. If Franchisee is licensed to operate more than one Spice Wing Restaurant, it agrees to devote the amount of its time and attention to the performance of its duties under this Agreement that is necessary for the proper and effective operation of the Restaurant.

E. Upon the death, disability or termination of employment of Franchisee's designated Operating Partner, or General Manager, Franchisee agrees to immediately notify Franchisor. Franchisee agrees to designate a successor or acting Operating Partner, or General Manager no later than ten (10) days following the death, disability or termination of the predecessor Operating Partner, or General Manager. Each successor Operating Partner must be approved by Franchisor, attend and successfully complete Franchisor's next available training session, and complete any other reasonable training at the times Franchisor specifies. This training will be at Franchisee's sole expense.

#### **7.4 Staffing Requirements**

Franchisee agrees to employ a sufficient number of competent and trained employees to ensure efficient service to its customers. Franchisee must require all of its employees to work in clean uniforms approved by us, but furnished at your cost or the employees' cost as you may determine. No employee of Franchisee will be deemed to be an employee of Franchisor for any purpose whatsoever.

#### **7.5 Attendance at Meetings**

Franchisee, the Operating Partner must attend, at Franchisee's expense, all meetings, conferences, conventions or otherwise that Franchisor may hold or sponsor and all meetings relating to new products or product preparation procedures, new operational procedures or programs, training, restaurant management, sales or sales promotion or any other topics related to the operation of the Restaurant.

#### **7.6 No Statements by Franchisee**

Franchisee agrees to make no statements or comments without Franchisor's prior written approval to any media representative or any other third party (except for persons considering purchasing a Spice Wing Restaurant franchise) relating to the contents of this Agreement, Franchisor or any affiliate.

### **8. PAYMENTS TO FRANCHISOR**

Franchisee agrees that the use of any coupons or other discounts or waivers without prior written approval by Franchisor is prohibited. The foregoing prohibition shall include, but shall not be limited to, alternative payment methods such as bartering or similar programs.

#### **8.1 Continuing Royalty Fees**

In consideration of Franchisor's grant to Franchisee of a license to use the Proprietary Marks and System, Franchisee agrees to pay to Franchisor a weekly Continuing Royalty Fee equal to six percent (6%) of Franchisee's prior week's Gross Sales, as defined herein.

#### **8.2 Marketing Fund Fee**

Franchisee agrees to pay to Franchisor a weekly Marketing Fund Fee in an amount equal to one percent (1.0%) of Franchisee's prior week's Gross Sales. Franchisee shall pay the Marketing Fund Fee at the same time and in the same manner that it makes payment of the Continuing Royalty Fee due under this Agreement.

### **8.3 Reporting and Payment**

Franchisee agrees to submit, in the manner designated by Franchisor, a weekly report to Franchisor for Franchisor's receipt on or before the day of each week designated by Franchisor (in its Manual or by other written communication to Franchisee) during the term of this Agreement. Said weekly report will consist of a statement reporting all Gross Sales for the preceding week in the manner and form prescribed by Franchisor. Franchisee (if an individual) or an officer of Franchisee (if an entity) must sign the copy of the weekly report transmitted to Franchisor in writing. Franchisor reserves the right to require the electronic filing of Franchisee's weekly reports. Franchisee also agrees to furnish any sales data requested by Franchisor in the form, manner and frequency that Franchisor requests.

### **8.4 Commencement of Payments**

Except as expressly provided in this Agreement, the Continuing Royalty Fee, Marketing Fund Fee, and all other payments and fees due under this Agreement, will accrue on the date on which Franchisee actually commences operation of the Restaurant, and shall be paid weekly by Franchisee on a day prescribed in the Manual or elsewhere. All royalties and fees, including the Continuing Royalty Fee and Marketing Fund Fees, will continue to be due during the entire term of this Agreement.

### **8.5 Payments to Franchisor**

In addition to all other payments under this Agreement, Franchisee agrees to pay to Franchisor immediately upon demand by Franchisor:

A. The amount of all sales taxes, corporate taxes, trademark license taxes and any similar taxes imposed on, required to be collected, or paid by Franchisor on account of services or goods Franchisor has furnished to Franchisee through sale, lease or otherwise, or on account of collection by Franchisor of the Initial Franchise Fee, Continuing Royalties or Marketing Fund Fees or other payments called for by this Agreement.

B. All amounts advanced by Franchisor, or which Franchisor has paid, or for which Franchisor has become obligated to pay, on behalf of Franchisee for any reason.

C. All amounts due to Franchisor (or its Affiliates), for products or services purchased by Franchisee from Franchisor, its Affiliates or designees.

### **8.6 Late Charge and Related Fees**

Franchisee agrees to pay to Franchisor interest on any amounts due to Franchisor under this Agreement at the maximum interest rate permitted by law.

Franchisee shall pay Franchisor a fee of \$50 if bank payment is refused for any check or pre-authorized draft received by Franchisor from Franchisee due to "insufficient funds" or otherwise.

### **8.7 Application of Funds**

If Franchisee is delinquent in the payment of any obligation to Franchisor under this Agreement, or under any other agreement with Franchisor, then Franchisor may apply any payment from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, whether or not there is any contrary designation by Franchisee.



## **8.8 Franchisee May Not Withhold**

Franchisee agrees not to withhold payment of any Continuing Royalty Fee, Marketing Fund Fee or any other amounts due to Franchisor on grounds of the alleged non-performance of any of Franchisor's obligations under this Agreement nor on account of a set-off against potential or actual damages which Franchisee has alleged or plans to allege against Franchisor.

## **8.9 Automated Bank Draft**

Franchisee understands and agrees that Franchisor shall require that all Continuing Royalty Fees, Marketing Fund Fees, and all other fees and costs required to be paid to the Franchisor or the advertising cooperative must be paid by Electronic Funds Transfer (EFT) to ensure that the fees and costs are received on the day due and/or that past due invoices are paid to Franchisor. Franchisee agrees to comply with Franchisor's payment instructions, and to sign any and all documents and forms necessary to effectuate the electronic funds transfers, including the Electronic Transfer of Funds Authorization form attached to this Agreement as Exhibit D. Franchisee must at all times maintain a balance in its account sufficient to allow Franchisor to collect the amounts owed when due. Franchisee is responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

# **9. ADVERTISING**

## **9.1 Advertising Standards**

Franchisee may only use advertising, identification and promotional materials and programs which Franchisor has either furnished or approved in writing in advance. Neither the fact that Franchisor furnishes the material, approves of the material, nor the material itself, will directly or indirectly require Franchisor to pay for any advertising, identification or promotion.

Franchisee agrees to conduct all advertising which uses the Proprietary Marks or refers in any way to the Restaurant in a dignified manner. Franchisee agrees to conform all advertising to the standards, specifications and requirements specified in writing by Franchisor, in its Manual, or otherwise.

## **9.2 Submission of Proposed Advertisements, Identifications and Promotional Materials**

Except for advertising, identification and/or promotional materials furnished to Franchisee by Franchisor, Franchisee agrees to submit to Franchisor for approval, before use or dissemination, copies of all proposed local advertising and direct mail materials and all proposed identification and promotional materials or programs, following the required procedures for such submissions set forth by Franchisor in its Manual or otherwise. Franchisor's approval of any materials may be withheld for any or no reason. If Franchisor does not respond within fifteen (15) days following its documented receipt of Franchisee's proposed advertising material, this will constitute approval.

## **9.3 Internet Advertising**

Franchisee may not maintain a World Wide Web page or otherwise maintain a presence or advertise the Restaurant on the Internet or any other public computer network or social media site except as required, sponsored, placed or approved in writing by Franchisor.

## **9.4 Grand Opening Advertising; Local Advertising and Promotion**

Beginning one month before the commencement of the operation of the Restaurant, and continuing for two months thereafter, Franchisee agrees to expend at least Five Thousand Dollars (\$5,000) for the grand opening advertising and promotion of its Restaurant (the "Grand Opening Advertising"). Franchisee agrees to make these Grand Opening Advertising expenditures using the

advertising and promotional material, media, special events and other public relations activities that Franchisor requires or approves, in its Manual or otherwise.

Thereafter, commencing the third month of operations, Franchisee agrees to expend each month at least one percent (1.0%) of the previous month's Gross Sales on Local Store Marketing and/or print media. "Local Store Marketing" means the local or regional advertising and promotional activities that Franchisor specifies in its Manual or otherwise, or approves in advance.

#### **9.5 Local Listing Internet Search Engine**

Franchisee agrees to install the number and type of telephone lines and the type of answering or voicemail system (if any) required by Franchisor in its Manual or otherwise. Franchisee further agrees to list its Restaurant on local internet search engines, alphabetic directories and/or classified directories in the manner designated, prescribed or required by Franchisor in its Manual or otherwise.

#### **9.6 Administration of the Marketing Fund**

Franchisor will administer the Marketing Fund (the "Fund") as it deems appropriate, as follows:

A. Franchisor will direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. Franchisee acknowledges that the Fund is intended to further generate public recognition and acceptance of the Proprietary Marks for the benefit of the Spice Wing System. Franchisee further acknowledges that Franchisor and its designees undertake no obligation in administering the Fund to make expenditures for advertising or promotions for the benefit of Franchisee which are in anyway equivalent or proportionate to Franchisee's contributions, or to ensure that any particular franchisee benefits directly or on a pro rata basis from the placement of advertising or to insure that any advertising impacts or penetrates Franchisee's Territory at any level. The Fund is not a trust and Franchisor is not a fiduciary in any capacity.

B. The Fund may but is not required to be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns and other public relations activities) and employing advertising agencies to assist in these activities; paying interest on monies borrowed by the Fund from third parties unaffiliated with Franchisor; providing customer service comment cards to Spice Wing Restaurants franchisees; and, sponsorship of sporting, charitable or other special promotional events, if Franchisor chooses to do so at its sole discretion. Franchisor need not maintain the sums paid by franchisees to the Fund or income earned from the Fund in a separate account from the other funds of Franchisor, but Franchisor may not use these amounts for any purposes other than those provided for in this Agreement. Franchisor may, however, expend up to 15% of the Fund for any reasonable administrative costs and overhead that Franchisor may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees including, without limitation, conducting market research; preparing marketing, advertising and promotional materials; working with advertising agencies, advertising placement services and creative talent; and, collecting and accounting for assessments for the Fund. This 15% Franchisor charge is exclusive of any advertising agency fees which the Fund must expend to secure the services of an advertising agency or to have print or broadcast advertising placed by an agency. Franchisor will have no obligation to prepare or distribute to Franchisee any audited (or unaudited) statements detailing Fund income and expenses. If Franchisee sends Franchisor a written request, Franchisor will provide Franchisee with an accounting of the income and expenditures of the Fund during the last fiscal year within a reasonable time after Franchisor receives Franchisee's request, but never earlier than forty-five (45) days from when such information is made available.

C. Franchisor expects to expend most contributions to the Fund for advertising purposes during the fiscal year when the contributions are made. If Franchisor expends less than the total sum available in the Fund during any fiscal year, it may either expend the unused sum during the following fiscal year or roll it over to be used at the appropriate time as determined by Franchisor. If Franchisor expends an amount greater than the amount available in the Fund in any fiscal year (not including any sum required to be expended because Franchisor did not expend all the sums in the Fund during the preceding year), Franchisor will be entitled to reimburse itself from the Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year.

D. Although the Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Fund at any time upon thirty (30) days' notice. Franchisor will not terminate the Fund, however, until it has expended all money in the Fund for advertising and promotional purposes.

E. If and when a Franchisee Advisory Committee is created, Franchisor will receive suggestions and recommendations from the Franchisee Advisory Committee. However, Franchisor will have veto power at all times as to all Fund decisions and is not required to follow the suggestions or recommendations of the Franchisee Advisory Committee. Franchisor will have the right to change or dissolve the Franchisee Advisory Committee at any time in its sole discretion. The Franchisee Advisory Committee, if and when established, will be composed of franchisee representatives selected by Franchisor.

## **9.7 Regional/Local Advertising Cooperative**

A. Franchisor shall have the right at any time, and from time to time, to create Cooperative Advertising Regions ("Cooperative"). If and when Franchisor creates a Cooperative for the geographic region in which the Restaurant is located, Franchisee will be required to become a member thereof, and participate therein. The size and content of such regions, when and if established by Franchisor, shall be binding upon Franchisee and all other franchisees similarly situated. At all meetings of such Cooperative, each participating franchisee shall be entitled to one (1) vote, regardless of how many restaurant units are owned by such franchisee. Each Cooperative shall be organized and governed in a form and manner designated by Franchisor, and shall commence operations on a date granted permission in advance by Franchisor, in writing.

B. In addition to other requirements:

1) Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for use by the members in local advertising.

2) No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without the prior written consent of Franchisor.

C. Based on the decision of a majority of the votes represented by all of the members of the Cooperative, each member can be required to contribute to the Cooperative, up to, but not greater than, two percent (2%) of the weekly Gross Sales of such member's Spice Wing Restaurant(s). Such amount shall be in addition to the amount Franchisee must contribute to the Marketing Fund pursuant to Section 8.2, but shall be credited against the Local Store Marketing requirements described in Section 9.4. In the event of authorization of such Cooperative advertising contributions, each franchisee, including Franchisee, shall submit its required contribution to the Cooperative as required, together with such statements as may be required by the Cooperative.

## **9.8 Rebates and Promotions**

Franchisee agrees, at its sole cost and expense, to issue and offer such rebates, give-aways and other promotions in accordance with advertising programs established by Franchisor, and further agrees to honor the rebates, give-aways and other promotions issued by other Spice Wing franchisees under any

such program, so long as compliance with any of the foregoing does not contravene any applicable law, rule or regulation.

## **10. RECORDS, AUDITS AND REPORTING REQUIREMENTS**

### **10.1 Bookkeeping and Accounting**

Franchisee agrees to use all standard accounting forms that Franchisor may furnish as part of its Manual or otherwise. Franchisee agrees to submit all bookkeeping reports that Franchisor may prescribe in its Manual. Franchisee will be solely responsible for performing all recordkeeping duties and bear the costs for performing all recordkeeping duties and services.

### **10.2 Submission of Non-Financial Reports**

Franchisee agrees to complete and submit to Franchisor the weekly, monthly, semi-annual or other periodic reports regarding the activity of the Restaurant that Franchisor prescribes in its Manual or otherwise.

### **10.3 Financial Statements**

A. No later than thirty (30) days following the end of each calendar month during the term of this Agreement, Franchisee agrees to furnish to Franchisor, in a form approved by Franchisor, a statement of the Restaurant's profit and loss for the month and a balance sheet as of the end of the month. Franchisee shall certify these statements to be true and correct.

B. No later than ninety (90) days following the end of each calendar year of Franchisee during the term of this Agreement, Franchisee agrees to furnish to Franchisor, in a form approved by Franchisor, a statement of the Restaurant's profit and loss for the calendar year and a balance sheet as of the end of the calendar year, prepared on a compilation basis and certified to be true and correct by Franchisee. Franchisor reserves the right to require these annual financial statements to be audited by an independent certified public accountant and if it does so the opinion of said certified public accountant may be qualified only to the extent reasonably acceptable to the Franchisor.

C. The financial statements required above must be prepared in accordance with generally accepted accounting principles, including all disclosures required under those principles.

D. No later than thirty (30) days following Franchisee's filing of the tax returns of the Restaurant, Franchisee agrees to furnish to Franchisor exact copies of the tax returns, including federal, state and any local income tax returns, together with a certificate from an independent certified public accountant that all Social Security payments, taxes and fees required to be paid by Franchisee to any governmental agency or entity have been paid, and that if Franchisee is a corporation, there is no reason to believe that Franchisee's corporate status has been impaired.

### **10.4 Financial Records and Audit**

A. Franchisee agrees to record all revenues received by it or the Restaurant. Franchisee further agrees to keep and maintain adequate records of these revenues, and to maintain and preserve accurate books, records and tax returns in the English language, including related supporting material (such as cash receipts, and credit and charge records) for the Restaurant for at least three (3) years. Franchisor may specify, in its Manual or otherwise, the forms that Franchisee will be required to use in recording the sales of the Restaurant. Franchisee agrees to keep and preserve for three (3) years the types and classes of records that Franchisor requires in its Manual or otherwise, and all business, personnel, financial and operating records relating to Franchisee's Restaurant.

B. Franchisor will have the right, at any time, with or without written notice, during regular hours, to enter Franchisee's premises to inspect, audit and make copies of all records including, but not limited to, the following: books of accounts; bank statements; cash or other receipts; checkbooks; documents; records; sales and income tax returns (federal, state and, if applicable, city); and, files of Franchisee relating to programs, products and services sold and transacted. These files shall include (without limitation) Franchisee's operating records; bookkeeping and accounting records; customer orders; operating records; operating reports; correspondence; general Restaurant records; Franchisee's copy of the Manual (as amended); invoices; payroll records; journals; ledgers and Franchisee's files; memoranda and other correspondence; contracts and all sources and supporting records used to prepare reports and forms which Franchisee is required to submit to Franchisor under this Agreement, including the books or records of any corporation, partnership or proprietorship which owns the Restaurant. Franchisee agrees to make any of these materials available for examination at Franchisee's premises.

C. Franchisor may choose at its sole discretion to conduct an audit of the Restaurant. If Franchisor causes an audit to be made for any period and the audit reveals that Franchisee understated the Gross Sales in Franchisee's weekly reports to Franchisor by any amount, then Franchisee agrees to immediately pay Franchisor the additional amount payable as shown by the audit, plus interest at the highest rate permitted by law.

D. If an audit reveals that Franchisee understated the Gross Sales on Franchisee's weekly reports to Franchisor by two percent (2%) or more for any week within the period of examination, or for the entire period of examination, when compared to Franchisee's actual Gross Sales, then in addition to paying the additional amounts due and interest as calculated above, Franchisee agrees to immediately pay Franchisor the full cost of the audit for the entire period of examination.

E. If an audit reveals an understatement by Franchisee of five percent (5%) or more for any calendar year, then in addition to paying the additional amounts due, interest as calculated above and the full cost of the audit for the entire period of examination, Franchisee's understatement will constitute a material and incurable breach of this Agreement which will entitle Franchisor to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure.

## **10.5 Corporate and Partnership Franchisee Requirements; Records**

A. Franchisee, if a corporation, and any corporate assignee shall comply with the following requirements:

1. Furnish Franchisor with its Articles of Incorporation; Bylaws; other governing documents; list of officers, directors and shareholders (including number and percentage of shares held); and any other documents Franchisor may reasonably request, and any amendments to them.
2. Confine its activities to the operation of the Restaurant to a Spice Wing Restaurant, and its governing documents provide that its activities are confined exclusively to the operation of the Spice Wing Restaurant.
3. Maintain stop transfer instructions against the transfer on its records of any equity securities, and must not issue any securities on the face of which the following printed legend does not legibly and conspicuously appear:

"The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with SPICE WING FRANCHISE, LLC, dated ~~6.1.2017~~ Reference is made to the provisions of this Franchise Agreement and to the Articles and Bylaws of this Corporation. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of SPICE WING FRANCHISE, LLC."

4. Maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee, and must furnish this list to Franchisor on request.

B. Franchisee, if a partnership or proprietorship, and any partnership or proprietorship assignee shall comply, except as otherwise approved in writing by Franchisor, with the following requirements:

1. Furnish to Franchisor a copy of its partnership agreement and any other documents which Franchisor reasonably requests, and any amendments to them.
2. If Franchisor requests, prepare and furnish to Franchisor a list of all partners and proprietors of Franchisee.

C. Franchisee and any corporate, partnership or proprietorship assignee shall promptly notify Franchisor of any change in any of the information called for in this Section or in any document referred to in this Section.

D. If Franchisee is a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law, then all owners of Franchisee shall execute an agreement in substantially the same form as attached hereto as Exhibit E with Franchisor under which the owners of Franchisee agree to be jointly and severally liable for all the obligations to Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future owner of Franchisee must agree in writing to personally guarantee the performance of Franchisee's obligations under this Agreement, and to be individually bound by all the terms and conditions of this Franchise Agreement and any other agreements between Franchisee and Franchisor.

E. If Franchisee is a corporation, limited liability company, partnership, limited partnership or any other type of legal entity formed in compliance with applicable law, then Franchisee shall inform Franchisor in writing as to the identity of all of the persons who have an ownership interest in the Franchisee entity in the attached Ownership and Management Addendum and ensure that the information contained therein is true, accurate and complete at all times. Franchisee shall not vary from the ownership interests and/or corporate structure without the prior written approval of Franchisor.

## **10.6 Trade Accounts**

Franchisee agrees that it shall maintain its trade accounts in a current status and to seek to promptly resolve any disputes with trade suppliers.

## **11. INSURANCE**

### **11.1 Required Insurance Coverage**

A. Franchisor imposes and prescribes minimum standards and limits for certain types of required insurance coverage in its Manual or by other written notice to Franchisee. Franchisee agrees that Franchisor may modify the required minimum limits of insurance coverage from time to time by written notice to Franchisee. Upon delivery or attempted delivery of this written notice, Franchisee agrees to immediately purchase insurance conforming to the newly established standards and limits prescribed by Franchisor.

B. Franchisee agrees to purchase at its expense, and maintain in effect at all times during the term of this Agreement, the following categories of insurance coverage in forms and through insurance companies satisfactory to Franchisor:

1. Occurrence based comprehensive general liability coverage, including bodily injury, property damage, advertising injury and personal injury of at least \$1,000,000 per occurrence, \$2,000,000.00 general aggregate and \$2,000,000 product liability aggregate.
2. If any vehicle is operated in connection with the conduct of the Restaurant, including home delivery vehicles, automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with minimum limits of liability in the greater of (i) the amount required by all applicable state and federal laws, or (ii) a combined single limit of \$1,000,000 for bodily injury and property damage.
3. All Risk Property Insurance including Fire and Extended Coverage on Franchisee's Restaurant, premises and property and the contents thereof, including all supplies, inventory, fixtures, furnishings and equipment in an amount adequate to replace them in case of an insured loss.
3. Business Interruption Insurance in sufficient amounts to cover the rental of the Restaurant, previous profit margins, maintenance of competent personnel and other fixed expenses.
4. For Franchisee's employees, workers' compensation and employer's liability insurance (in statutory amounts), unemployment insurance and state disability insurance (as required by governing law).
5. All other insurance coverage required by federal, state, local or other political subdivision law, rule or regulation applicable to the Restaurant.

C. The insurance coverage acquired and maintained by Franchisee at its own expense and in accordance with this Section shall name Franchisor as an Additional Insured and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured.

Franchisee agrees not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend these insurance policies without Franchisor's written consent.

## **11.2 No Undertaking or Representation**

Nothing contained in this Agreement may be considered an undertaking or representation by Franchisor that the insurance that Franchisee is required to obtain will insure Franchisee against any or all insurable risks of loss which may arise out of or in connection with the operation of the Restaurant.

## **11.3 Certificates of Insurance**

Franchisee agrees to promptly provide Franchisor with Certificates of Insurance evidencing the required coverage no later than ten (10) days before the date that the Restaurant will commence operations. Franchisee agrees to deliver a complete copy of Franchisee's policies of insurance to Franchisor within thirty (30) days following delivery of the Certificates of Insurance. Franchisee agrees to renew all insurance policies and documents, and on renewal, to furnish a renewal Certificate of Insurance to Franchisor before the expiration date of the policy in question. Franchisor may at any time require Franchisee to forward to Franchisor full copies of all insurance policies.

#### **11.4 Notice of Claims and Demands**

Franchisee agrees to notify Franchisor of all claims or demands against Franchisee, the Restaurant, or Franchisor within three (3) days of Franchisee's receiving notice of any claim or demand. Franchisee further agrees to respond to all claims within the time required by law, rule or regulation. In addition, Franchisee agrees to cooperate with Franchisor (or its designee) in every way possible to defend Franchisor and Franchisee against all claims made by employees, customers or third parties. Franchisee agrees, when necessary, to make appearances at administrative or other hearings to present or reinforce these defenses.

### **12. CONFIDENTIAL INFORMATION**

#### **12.1 Restriction on Use of Confidential Information**

Franchisee agrees that it will never, during the Initial Term or any Renewal Term of this Agreement, or at any time after this Agreement expires or terminate, divulge or use any Confidential Information (as defined below) for the benefit of any other persons, partnership, proprietorship, association, corporation or entity. "Confidential Information" means knowledge, trade secrets or know-how concerning the systems of operation, programs, products, services, customers or practices of Franchisee, Franchisor or the Spice Wing System. Confidential Information includes (without limitation) all information, knowledge, know-how, techniques and information which Franchisor, its Affiliates, or their officers, designate as confidential. Confidential Information will not, however, include information which Franchisee can demonstrate came to its attention before Franchisor disclosed it to it or which, at or after the time of disclosure, has become public through publication or communication by others, but not through any act of Franchisee.

Except as authorized in this Agreement, Franchisee agrees never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing the Confidential Information in whole or in part; store it in a computer, data base or other electronic format; or, otherwise make it available to any third party. Upon the expiration or termination of this Agreement, Franchisee agrees to return to Franchisor all Confidential Information, including all materials, books, records, software and manuals considered confidential under this Agreement in Franchisee's possession.

Franchisee, its Operating Partner and its General Manager may divulge only Confidential Information necessary to operate the Restaurant, and only to those of Franchisee's employees, agents or independent contractors who need access to it for this purpose.

Franchisee agrees to take all necessary precautions to ensure that its employees retain the Confidential Information in confidence, including, but not limited to, requiring Franchisee's General Manager, and any other employee who has access to the Confidential Information, to sign, at the time of employment, a Confidentiality Agreement in a form substantially the same as the agreement attached to this Agreement as Exhibit C. Franchisee shall provide to Franchisor an executed copy of the Confidentiality Agreement for all of Franchisee's employees who need access to Confidential Information in connection with the operation of the Restaurant and shall provide the executed agreement at the time each such employee is hired. Franchisee's confidentiality obligations under this Section shall survive the termination or expiration of this Agreement.

### **13. COVENANTS NOT TO COMPETE AND NOT TO SOLICIT**

#### **13.1 In-Term and Post-Term Covenants Not to Compete and Not to Solicit**

Franchisee agrees that it will receive valuable training and Confidential Information that it would otherwise not receive or have access to but for the rights licensed to Franchisee under this Agreement. Unless otherwise specified, the term "you" as used in this Section includes, collectively and individually, your Operating Partner, officers, directors, members, managers, partners, and holders of any ownership interest in you. You therefore agree to the following noncompetition and non-solicitation covenants:



(i) You agree that during the Initial Term and any Renewal Term of this Agreement, you will not knowingly solicit any current or former employee of Franchisor without the prior written permission of Franchisor.

(ii) You agree that during the Initial Term and any Renewal Term of this Agreement, you will not directly or indirectly engage in any other business which is similar to the business of the Restaurant franchised hereunder or, which offers or sells any product, service or component which now or in the future is or becomes part of the Spice Wing System, or any similar product or service (a "Competitive Business").

(iii) During the Initial Term and any Renewal Term of this Agreement, you are prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, adviser, or consultant. In addition, you agree not to divert any business that should be handled by the Restaurant to any other entity. It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent you from owning for investment purposes up to an aggregate of five percent (5%) of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, and so long as you do not control the company in question.

(iv) Further, during the Initial Term or any Renewal Term of this Agreement, you may not be a member of a franchisee advisory counsel, committee board or other similar group for a Competitive Business, unless you receive our prior written approval.

(v) You agree that you will not, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, or within two (2) years of the sale of the Restaurant or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in (i) a casual or fast casual restaurant that sells or offers made to order food products the same as or similar to the types sold in Spice Wing Restaurants; or (ii) any business establishment that sells or offers chicken wings, boneless wings, or chicken tenders:

- (a) At the premises of the former Restaurant;
- (b) Within your former Territory; or
- (c) Within a 25-mile radius of the location of any other business or restaurant using the Spice Wing System, whether franchised or owned by us or our affiliates.

(vi) It is the intention of the provisions in subpart (v) above to preclude not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, leasing the existing Location to a Competitive Business, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent you from owning for investment purposes up to an aggregate of 5% of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, and so long as you do not control the company in question.

(vii) You agree that the length of time in subpart (v) above will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement and will continue to be enforceable regardless of

whether a court of competent jurisdiction determines that Franchisor has breached any provision of this Agreement or any other law.

### **13.2 Lesser Included Covenants Enforceable At Law**

If all or any portion of the covenants not to compete set forth in this Article are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and shall not by necessity invalidate the entire covenants. Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of this Article as if the resulting covenants were separately stated in and made a part of this Agreement. Franchisor reserves the right to reduce the scope of the covenants not to compete set forth in this Article without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

### **13.3 Enforcement of Covenants Not To Compete**

Franchisee acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee consents to the entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of the covenants not to compete set forth in this Agreement. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through Franchisee's unlawful use of Franchisor's Confidential Information, know-how, methods and procedures. Further, Franchisee expressly agrees that any claims it may have against Franchisor, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Franchisor of the covenants not to compete set forth in this Agreement. Franchisee agrees to pay all costs and expenses, including reasonable attorneys' and experts' fees, incurred by Franchisor in connection with the enforcement of the covenants not to compete set forth in this Agreement.

### **13.4 Independent Covenants**

Franchisor and Franchisee agree that each of the forgoing covenants shall be construed as independent of any other covenant or provision of this Agreement.

## **14. ASSIGNMENT; RIGHT OF FIRST REFUSAL**

### **14.1 Assignment By Franchisor**

Franchisor shall have the unlimited right to assign this Agreement, and all of its rights and privileges under this Agreement, to any person, firm, corporation or other entity.

### **14.2 Assignment By Franchisee - General**

Franchisee understands and acknowledges that the rights and duties created by this Agreement are personal to Franchisee (or, if Franchisee is an entity, to its owners), and that Franchisor has entered into this Agreement in reliance on and in consideration of Franchisee's (or its owners') individual or collective personal skills and qualifications, and the trust and confidentiality that Franchisor reposes in Franchisee (or its owners). Therefore, neither this Agreement, nor Franchisee's (or any of its owners') interest in this Agreement, its rights or privileges under this Agreement, or the Restaurant, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without first obtaining Franchisor's written consent in accordance with this Article, or without first complying with Franchisor's right of first refusal as provided for herein.

None of Franchisee's rights to use the Spice Wing System, Proprietary Marks, Confidential Information and know-how are transferable except in strict compliance with the terms of this Agreement. Any actual or attempted assignment, transfer or sale of this Agreement, or any interest in this Agreement, or of the franchised business, in violation of the terms of this Article will be null, void and of no effect, and will constitute a material and incurable breach of this Agreement which, unless waived by Franchisor in writing.

"Assignment" or "transfer" for the purposes of this Agreement includes (without limitation) Franchisee's (or any of its owners') voluntary, involuntary, direct or indirect, assignment, transfer, sale, gift or other disposition of any interest in this Agreement, Franchisee, or the Restaurant. An assignment or transfer includes, without limitation, the following events:

- A. The transfer or redemption in the aggregate of more than 10% of the capital stock or voting power of Franchisee (if a corporation, limited liability company, or other business entity); the transfer or redemption in the aggregate of more than 10% of a partnership or proprietorship interest in Franchisee (if it does business as a partnership or proprietorship); or the transfer or redemption of any other interest that affects control over the Franchisee business entity;
- B. The merger or consolidation or issuance of additional securities or interests representing an ownership interest in Franchisee (if a corporation, limited liability company or other business entity);
- C. Any issuance or sale of Franchisee's stock or any security convertible to Franchisee's stock;
- D. The transfer of an interest in Franchisee, this Agreement, or the Restaurant in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;
- E. The transfer of an interest in Franchisee, this Agreement, or the Restaurant, in the event of Franchisee's death or the death of one of Franchisee's owners, by will, declaration, or transfer in trust or under the laws of intestate succession; or
- F. The pledge of this Agreement to someone other than Franchisor or of an ownership interest in this Agreement, Franchisee, the Restaurant, or the assets of the Restaurant as security (unless such security interest in the assets is granted to the lender as a condition of Franchisee's financing for same).

Franchisee agrees to immediately report to Franchisor all transfers of ownership in a corporate, partnership or proprietorship franchisee, even if less than 10%, in accordance with the procedures set forth in Franchisor's Manual or otherwise.

### **14.3 Assignment By Franchisee - To A Corporation Formed By Franchisee**

If Franchisee desires to transfer its interest in this Agreement to a corporation formed by Franchisee solely for the convenience of ownership, Franchisee shall obtain Franchisor's prior written consent. Franchisor will not unreasonably withhold consent if all the following conditions are met:

1. The corporation is newly organized and duly incorporated, and its activities are confined to acting exclusively as a Spice Wing franchisee.
2. Franchisee is the sole owner of all the stock of the corporation and is its principal officer (or Franchisee is the sole owner of 75% or more of all stock of the corporation, with the remaining stockholders being Franchisee's spouse and/or adult children).

3. If Franchisee is more than one individual, each individual must have the right to the same proportionate ownership interest in the corporation as it or she had in the Restaurant before the transfer.

4. Franchisee and the corporation execute an agreement in substantially the same form as attached hereto as Exhibit E with Franchisor under which Franchisee and the corporation agree to be jointly and severally liable for all the obligations to Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future shareholder of the corporation must agree in writing to personally guarantee the performance by the corporation of Franchisee's obligations under this Agreement, and to be individually bound by all the terms and conditions of this Franchise Agreement and any other agreements between Franchisee and Franchisor.

5. All stock certificates of the corporation must be endorsed with the following legend, conspicuously placed:

"The transfer of this stock is subject to the terms and conditions of a Franchise Agreement dated [date of this Agreement] between Spice Wing Franchise, LLC and [Name of Franchisee]. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of Spice Wing Franchise, LLC"

6. The Articles of Incorporation, Bylaws and other organizational documents of the corporation must state that the issuance and transfer of any interest in the corporation are restricted by the terms of the Franchise Agreement.

7. Franchisee agrees to execute a full general release in favor of Franchisor.

Any transfer pursuant to this Section will not be subject to Franchisor's rights of first refusal provided for below, and will not require payment of a transfer fee.

#### **14.4 Assignment By Franchisee - Sale To Third Party**

A. Franchisee may not sell or otherwise assign or transfer the franchise conveyed by this Agreement, the Restaurant, or any interest therein, without Franchisor's prior written consent. If Franchisor does not elect to exercise its right of first refusal, then Franchisor will not unreasonably withhold consent to the assignment and sale. Franchisee agrees that it will not be unreasonable for Franchisor to impose, among other requirements, the following conditions to consenting to the assignment and sale:

1. That Franchisee complies with the right of first refusal provisions as provided for in this Agreement.
2. That the proposed assignee applies to Franchisor for acceptance as a franchisee, and furnishes to Franchisor the information and references that Franchisor requests to determine assignee's skills, qualifications and economic resources.
3. That the proposed assignee presents itself for a personal interview at Franchisor's corporate office, or any other location designated by Franchisor, at the date and time reasonably requested by Franchisor, without expense to Franchisor.
4. That the assignee (or the principal officers, shareholders or directors of a corporate assignee) demonstrates that it has the skills, qualifications, ethics, moral values and economic resources necessary, in Franchisor's reasonable judgment, to conduct the Restaurant business contemplated by this Agreement, and to fulfill its obligations to the assignor.

5. That the proposed assignee and its proposed Operating Partner and General Manager have attended and successfully completed Franchisor's initial training sessions before the assignment, and any other training that Franchisor reasonably requires; there shall be no cost for the initial training, however, all expenses including transportation to any training, lodging, food, salaries of proposed assignee's employees and other living expenses shall be borne by the proposed assignee.
6. That the lessor or sublessor of the Restaurant Location consents in writing to the assignment of Franchisee's Lease to the proposed assignee.
7. That as of the date of the assignment, the assignor has fully complied with all of its monetary and other obligations to Franchisor under this Agreement and any other agreement or arrangement with Franchisor.
8. That if the Franchise Agreement is being assigned, or the franchised Restaurant is being sold, the assignee executes a separate Franchise Agreement in the form and on the terms and conditions Franchisor then offers to prospective franchisees who are similarly situated (except that the assignee will not be obligated to pay another Initial Franchise Fee and the Continuing Royalty Fee will be that specified in this Agreement). The term of the new Franchise Agreement will expire on the date of expiration of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for the guarantees of Franchisee and the post-termination and post-expiration provisions under this Agreement.
9. That the total sales price is not so excessive, in Franchisor's sole determination, that it jeopardizes the continued economic viability and future operations of the franchise.
10. If the proposed assignee is purchasing part, but not all, of an interest in a corporate or partnership franchisee to this Agreement, then the proposed assignee must execute a Guarantee in the form acceptable to Franchisor guarantying all of the obligations under this Agreement.
11. That the assignor (and all shareholders of a corporate assignor, and all partners of a partnership assignor, and all proprietors of a proprietorship assignor) executes a general release, of any and all claims, demands and causes of action which Franchisee and its partners, proprietors, directors, officers, shareholders, executors, administrators and assigns (as the case may be) may or might have against Franchisor, and their respective officers, directors, shareholders, agents, attorneys, contractors and employees in their corporate and individual capacities including, without limitation, claims arising under federal, state and local laws, rules and ordinances.
12. That the assignor pays Franchisor a transfer fee of Five Thousand Dollars (\$5,000).
13. That the assignor furnishes to Franchisor a copy of the executed contract of assignment.
14. That the assignee, at its expense, upgrades the Restaurant to conform to the then-current standards and specifications of the Spice Wing System, and completes this upgrading within the time reasonably specified by Franchisor.
15. That Franchisee remains liable for all the obligations to Franchisor arising out of or related to this Agreement before the effective date of the transfer or assignment, and executes all instruments reasonably requested by Franchisor to evidence this liability.

16. That the assignor complies with the terms of the post-term covenant not to compete set forth in this Agreement, commencing on the effective date of the assignment.

B. If Franchisor consents to the assignment of this franchise, it will also consent to the assignment of Franchisee's Lease agreement with its Restaurant lessor and all other agreements between Franchisor and Franchisee. Franchisee, if the franchise is assigned, also agrees to assign its Lease agreement with the Restaurant lessor and all other agreements between Franchisor and Franchisee to the same assignee. After the assignment, Franchisee will remain liable under all the assigned agreements to the extent they require.

C. Franchisee agrees to defend at its own cost and to indemnify and hold harmless Franchisor, its parent (if any), and the subsidiaries, affiliates, designees, shareholders, directors, officers, employees and agents of either entity, from and against any and all losses, costs, expenses (including attorneys' and experts' fees), court costs, claims, demands, damages, liabilities, however caused (whether or not the losses, costs, expenses, court costs, claims, demands, damages or liabilities are reduced to judgment), resulting directly or indirectly from or pertaining to any statements, representations or warranties that may be given by Franchisee to any proposed assignee of the franchise, or any claim that Franchisee or the assignor engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiations leading to the consummation of the assignment.

#### **14.5 Assignment By Franchisee - Transfer Upon Death or Disability**

A. Upon the death or disability of Franchisee or the owner of a controlling interest in Franchisee (if Franchisee is an entity), Franchisor will require Franchisee or such owner (or Franchisee's or such owner's executor, administrator, conservator, guardian or other personal representative ("Estate")) to transfer Franchisee's interest in this Agreement (or such owner's interest in Franchisee) to a third party in accordance with Section 14.4 of this Agreement. Such disposition (including, without limitation, any transfer by bequest or inheritance) must be completed within the time we designate, but not more than five (5) months from the date of death or disability. Such disposition will be subject to the terms and conditions applicable to transfers as set forth in this Article. The failure to transfer Franchisee's interest in this Agreement or the ownership interest in Franchisee within this period of time shall constitute a material breach of this Agreement, and Franchisor shall have the right to terminate this Agreement upon notice without providing any opportunity to cure. For purposes of this Agreement, the term "disability" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in Franchisee (if an entity) from directing the business affairs of, or managing and operating, the Restaurant.

B. Until the transfer of Franchisee's interest (or such owner's interest in Franchisee) to a third party is completed, or until Franchisor's termination of this Agreement for failure to transfer such interest within the time period set forth in Section 14.5(A) above, the Estate may continue the operation of the Restaurant if: (i) the Estate provides a competent and qualified individual acceptable to Franchisor to serve as an Operating Partner or General Manager on a full-time basis; (ii) this individual attends and successfully completes Franchisor's next offered Part 2 of the Initial Training Program at the Estate's expense; and, (iii) this individual assumes full-time operation of the Restaurant as Operating Partner or General Manager within one (1) month of the date Franchisee (or owner) dies or becomes disabled.

C. From the date of death or disability until a fully trained and qualified Operating Partner or General Manager assumes full-time operational control of the franchised Restaurant, Franchisor may assume full control of and operate the franchised Restaurant, but will have no obligation to do so. If Franchisor does so, then during this period, Franchisor will deduct its expenses for travel, lodging, meals, and all other expenses and fees from the Restaurant's Gross Sales and pay itself a weekly management fee equal to the greater of (i) two times the salary paid to the individual(s) assigned by Franchisor to operate the Restaurant, or (ii) 10% of the Restaurant's weekly Gross Sales. This management fee will be in addition to the Continuing Royalty Fees and Marketing Fund Fees due Franchisor. Any remaining funds will then be remitted to Franchisee's Estate until the transfer of Franchisee's interest (or an owner's controlling interest in Franchisee) to a third party is completed, or until Franchisor's termination of this

Agreement for failure to transfer such interest within the time period set forth in Section 14.5(A) above. Any deficiency in sums due to Franchisor under this Agreement must be paid by Franchisee's Estate to Franchisor within ten (10) days of Franchisor's notifying the Estate of the deficiency. Franchisor will not be obligated to operate Franchisee's franchise. If it does so, Franchisor will not be responsible for any operational losses of the franchise, nor will it be obligated to continue operation of the Restaurant.

#### **14.6 Right of First Refusal**

The right of Franchisee to assign, transfer, redeem or sell its interest in this Agreement or the franchised Restaurant, voluntarily or by operation of law (as provided above), will be subject to Franchisor's right of first refusal. Franchisor shall exercise its right of first refusal in the following manner:

1. Franchisee shall deliver to Franchisor a true and complete copy of the offer (the "notice") and furnish to Franchisor any additional information concerning the proposed transaction that Franchisor reasonably requests.

2. Within twenty-one (21) days after Franchisor's receipt of the notice (or, if Franchisor requests additional information, within twenty-one (21) days after receipt of the additional information), Franchisor may either consent or withhold its consent to the assignment or redemption, in accordance with this Article, or at its option, accept the assignment to itself or to its nominee, on the terms and conditions specified in the notice. However, Franchisor will be entitled to all of the customary representations and warranties given by the seller of assets of a Restaurant, including (without limitation), representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and Franchisee's contingent and other liabilities affecting the assets.

3. If a partial transfer is proposed through the assignment or redemption of more than 25% of the capital stock of a corporate franchisee, or of more than 25% of partnership or proprietorship interests to other than the original partners or proprietors of Franchisee (measured against the ownership of the Franchisee entity as originally constituted on the date of execution of this Agreement), then Franchisor will have the option to purchase not only the interests being transferred but also the remaining interests, so that Franchisor's resulting ownership will be 100% of the franchise. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

4. Franchisor's credit will be deemed equal to the credit of any proposed purchaser. Franchisor may substitute cash for any other form of payment proposed in the offer.

5. If Franchisor exercises its right of first refusal, Franchisor will be given at least sixty (60) days after notifying Franchisee of its election to exercise its right of first refusal to prepare for closing. Franchisee agrees to take all action necessary to assign its Lease agreement with the lessor of the Restaurant Location to Franchisor.

6. If Franchisor elects not to exercise its right of first refusal and consents to the proposed assignment or redemption, then Franchisee will, subject to the provisions of this section, be free to assign this Agreement or the franchised Restaurant to its proposed assignee on the terms and conditions specified in the notice. If, however, the terms are changed, the changed terms will be deemed a new proposal, and Franchisor will have a right of first refusal with respect to this new proposal.

7. Franchisor's election not to exercise its right of first refusal with regard to any offer will not affect its right of first refusal with regard to any later offer. If Franchisor does not exercise its right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. Franchisee and any proposed assignee must comply with all the criteria and procedures for assignment of the franchise, the Franchise Agreement and/or the franchised Restaurant specified in this section.

## **14.7 No Encumbrance**

Franchisee will have no right to pledge, encumber, hypothecate or otherwise give a security interest in this Agreement, the franchise, the Restaurant or the franchised business in any manner to any third party person or entity without Franchisor's prior written permission, which Franchisor may withhold for any reason.

## **15. PROPRIETARY MARKS**

### **15.1 Franchisee's Non-Ownership of Proprietary Marks**

Nothing in this Agreement will give Franchisee any right, title or interest in or to any of the Proprietary Marks except as a mere privilege and non-exclusive license, during the term of this Agreement, to display and use the Proprietary Marks according to the limitations set forth in this Agreement. Franchisee understands and agrees that the limited license to use the Proprietary Marks granted by this Agreement applies only to those Proprietary Marks which Franchisor designates (and has not designated as withdrawn from use), and those Proprietary Marks which Franchisor may in the future designate in writing. Franchisee agrees not to represent in any manner that it has acquired any ownership or equitable rights in any of the Proprietary Marks by virtue of the limited license granted under this Agreement or Franchisee's use of the Proprietary Marks. All uses of the Proprietary Marks by Franchisee, whether as a trademark, service mark, trade name or trade style, will inure to Franchisor's benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with Franchisee's use of the Proprietary Marks or operation of the franchised Restaurant.

### **15.2 Acts in Derogation of the Proprietary Marks**

Franchisee agrees that the Proprietary Marks are the exclusive property of Franchisor and/or its affiliate. Franchisee asserts and will in the future assert no claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of Franchisee's licensed use of the Proprietary Marks, or for any other reason. Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of Franchisor in connection with the Proprietary Marks, either during or after the term of this Agreement. Franchisee agrees not to apply for or obtain any trademark or service mark registration of any of the licensed Proprietary Marks or any confusingly similar marks in its own name. Franchisee agrees to use the Proprietary Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. Franchisee agrees that it will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Proprietary Marks, the rights of Franchisor to the Proprietary Marks, or the rights of Franchisor, its affiliates or other franchisees of Franchisor to use the Proprietary Marks.

### **15.3 Use and Display of Proprietary Marks**

A. Franchisee agrees to use the Proprietary Marks in full compliance with rules prescribed from time to time by Franchisor in its Manual or otherwise. Franchisee is prohibited (except as expressly provided in this Agreement) from using any Proprietary Mark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by Franchisor to Franchisee). Franchisee may not use any Proprietary Mark in connection with the sale of any unauthorized product, service or program or in any other manner not explicitly authorized in writing by Franchisor. Franchisee may use the Proprietary Marks only for the operation of the Restaurant or in advertising for the Restaurant. Franchisee's right to use the Proprietary Marks is limited to the uses authorized under this Agreement.

B. Franchisee may not use the Proprietary Marks in any way which will incur any obligation or indebtedness on behalf of Franchisor. Franchisee agrees to comply with Franchisor's instructions in filing and maintaining all requisite trade name or fictitious name registrations, and to execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.



C. Franchisee agrees to affix the Proprietary Marks on the Restaurant and the uniforms, equipment, fixtures, signs, stationery, advertising, sales/promotional materials and other objects, in the size, color, lettering style and fashion and at the places which Franchisor designates in its Manual or otherwise. Franchisee also agrees to display the Proprietary Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the Manual. Except as expressly provided in the Manual or otherwise, Franchisee may not erect or display in or on its Spice Wing Restaurant, stationery, advertising, sales or promotional materials or any other objects bearing any other trademarks, logotypes, symbols or service marks. Franchisee may not use any names, marks or logotypes other than the Proprietary Marks in connection with the Restaurant without Franchisor's prior written approval.

D. Franchisee shall, at the request of Franchisor and at Franchisor's cost, affix and display in a conspicuous location in its Restaurant, such signs, stationery and sales/promotional materials advertising the sale of Spice Wing franchises. Franchisee shall affix and display a sign in a conspicuous location in its Restaurant, the fact that Franchisee is an independent contractor and not affiliated with Franchisor.

#### **15.4 Required Means of Spice Wing Identification**

Franchisee shall conduct its Restaurant business under the assumed business name "Spice Wing." Franchisee agrees, at its expense, to perform all filings and procure all required or necessary governmental approvals or registrations required to do business under that assumed business name. Franchisee agrees to identify itself as a franchisee, but not an agent, of Franchisor.

#### **15.5 Defense of Proprietary Marks By Franchisor**

If Franchisee receives notice, is informed or learns of any claim, suit or demand against it on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks Franchisor has been granted the right to use (each, a "claim"), Franchisee agrees to promptly notify Franchisor. Franchisor will then promptly take any action it may consider necessary to protect and defend Franchisee against the claim and indemnify Franchisee against any actual damages and reasonable costs or expenses incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Marks. Franchisee may not settle or compromise the claim by a third party without Franchisor's prior written consent. Franchisor will have the right to defend, compromise and settle the claim at its sole cost and expense, using its own counsel. Franchisee agrees to cooperate fully with Franchisor in connection with the defense of the claim. Franchisee grants irrevocable authority to Franchisor, and appoints Franchisor as Franchisee's attorney in fact, to defend and/or settle all claims of this type. Franchisee may participate at its own expense in the defense or settlement, but Franchisor's decisions with regard to the settlement will be final. Franchisor will have no obligation to defend or indemnify Franchisee pursuant to this section if the claim arises out of or relates to Franchisee's use of any of the Proprietary Marks Franchisor has been granted the right to use in violation of the terms of this Agreement.

#### **15.6 Prosecution of Infringers**

If Franchisee receives notice, is informed or learns that any third party which it believes is not authorized to use the Proprietary Marks is using the Proprietary Marks or any variant of the Proprietary Marks, Franchisee agrees to promptly notify Franchisor. Franchisor will then determine whether or not it wishes to take any action against the third party on account of the alleged infringement of the Proprietary Marks. Franchisee will have no right to make any demand or to prosecute any claim against any alleged infringer of the Proprietary Marks for or on account of an alleged infringement.

## **15.7 Discontinuance or Substitution of Proprietary Marks**

Franchisee agrees to comply with any instruction by Franchisor to modify or discontinue use of any Proprietary Mark, or to use any additional or substituted Proprietary Marks. Franchisee waives any other claim arising from or relating to any Proprietary Mark change, modification or substitution. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any Proprietary Mark addition, modification, substitution or discontinuation. If Franchisor requires Franchisee to add, modify, substitute or discontinue any Proprietary Mark, Franchisee agrees to bear the costs and expenses associated with any such changes. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

## **16. RELATIONSHIP OF THE PARTIES**

### **16.1 Independent Contractor**

Franchisee understands and agrees that Franchisee is and will be an independent contractor of Franchisor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, fiduciary or agency relationship between Franchisee and Franchisor, and neither party to this Agreement is an employee, agent, servant, partner or joint venture of the other; meaning that, except as expressly provided for in this Agreement, no party to this Agreement has the authority, implied, apparent or expressed, to lawfully bind the other with respect to any matter. No employee of Franchisee will be deemed to be an employee of Franchisor. Neither Franchisee nor any employee of Franchisee whose compensation for services is paid by Franchisee may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of Franchisor for any purpose, including, but not limited to, with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisor will not have the power to hire or fire Franchisee's employees, and Franchisee alone controls Franchisee's employees' wages, hours, assignments, hiring, firing and any benefits.

### **16.2 Indemnification**

Franchisee shall indemnify Franchisor and its affiliates, and their respective officers, directors, owners, employees and representatives from any and all actions, judgments, claims, damages, liabilities, losses, costs, and expenses (including reasonable attorney's fees and costs, even if incident to appellate, post-judgment, or bankruptcy proceedings) to which they become subject or that they incur arising from or relating in any manner to the Franchisee's ownership or operation of the franchised Restaurant. In no event, however, need the Franchisee indemnify Franchisor for any matter caused directly by Franchisor's gross negligence or intentional misconduct. Notwithstanding the expiration or sooner termination of this Agreement, this indemnity continues in full force and effect.

## **17. DEFAULT AND TERMINATION**

### **17.1 Termination By Franchisor - Automatic Termination Without Notice**

Franchisee will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee, the Restaurant or the business to which the franchise relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against Franchisee or the franchised business and is not immediately contested and/or dismissed within sixty days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the franchised business or assets of either is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of all or part of Franchisee's assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee or the franchised business; Franchisee is dissolved; execution is levied against Franchisee, the franchised

business or its property; or, the real or personal property of the franchised business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

## **17.2 Termination By Franchisor Upon Notice - No Opportunity To Cure**

Franchisee will have materially breached this Agreement and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisee's receipt of notice (which, whether sent by certified mail, registered mail, fax, overnight courier or personal physical delivery, will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee) upon the occurrence of any of the following events:

A. Franchisee does not commence operation of the Restaurant within 180 days following execution of this Agreement by Franchisor.

B. Franchisee at any time ceases to operate the Restaurant; abandons the franchise relationship; or, abandons the franchise by failing to operate the Restaurant for three consecutive days during which Franchisee is required to operate the Restaurant under this Agreement (or any shorter period of time after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to operate the franchise), unless Franchisee's failure to operate is due to fire, flood, other Acts of God beyond Franchisee's control.

C. Franchisee omitted or misrepresented any material fact in the information it furnished to Franchisor in the application process or in connection with Franchisor's decision to enter into this Agreement.

D. Franchisor and Franchisee agree in writing to terminate the Franchise Agreement.

E. Franchisee does not provide a copy of the proposed lease, or does not otherwise secure a Restaurant Location within the time limits and following the procedures specified in this Agreement.

F. Franchisee loses the right to possession of the Restaurant Location, provided, however, that if the loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee will have thirty (30) days after this event to apply for Franchisor's approval to relocate and reconstruct the premises in accordance with the applicable provisions of this Agreement. This approval may not be unreasonably withheld, but it will be reasonable for Franchisor to withhold approval if the Restaurant will not re-open within 180 days of the closing of the previous Restaurant Location.

G. Franchisee (or, if Franchisee is a corporation, partnership, proprietorship or other entity, any principal of Franchisee) engages in an act that could be deemed a felony, fraud, crime involving moral turpitude, or any other crime or offense which Franchisor reasonably believes is related to Franchisee's operation of the Restaurant, or is likely to have an adverse effect on the Spice Wing System, the Proprietary Marks, the goodwill associated with the Proprietary Marks or Franchisor's interest in the System or Proprietary Marks.

H. The closing of the Restaurant by any state or local authorities for health or public safety reasons or any other reason required by law.

I. Franchisee fails to correct any local, state or municipal health or sanitation law or code violation within 72 hours after being cited for such violation.

J. Franchisee (or any principal of a corporate, partnership, proprietorship or other entity franchisee) purports to transfer any rights or obligations under this Agreement, any interest in Franchisee or the franchised Restaurant to any third party in violation of the terms of this Agreement.

K. Franchisee conceals revenues; knowingly maintains false books or records; falsifies information or otherwise defrauds or makes false representations to Franchisor; or, knowingly submits any substantially false report to Franchisor.

L. Franchisee engages in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice.

M. Franchisor causes an audit to be made for any period and the Gross Sales as shown by Franchisee's weekly statements submitted to Franchisor is found to be understated by 5% or more for any calendar year.

N. Franchisee interferes or attempts to interfere with Franchisor's contractual relations with other franchisees, customers, employees, advertising agencies or any third parties.

O. Franchisee interferes or attempts to interfere with Franchisor's ability or right to franchise or license others to use and employ the Proprietary Marks and System or Franchisee makes any use of the Proprietary Marks not authorized under this Agreement.

P. Franchisee (or, if Franchisee is an entity, the Operating Partner) and the General Manager failure to complete Franchisor's Initial Training Program within the time frames specified in this Agreement, and any other required training, to the satisfaction of Franchisor.

Q. Franchisee fails to carry the required insurance as set forth in Section 11.1 of this Agreement.

R. Franchisee receives three (3) notices of default within any 365-day period.

S. Franchisee fails to pass three (3) inspections with an eighty percent (80%) score or higher within any 365-day period, or Franchisee fails to receive a mystery shop score average (out of a minimum of 12 mystery shop scores) of eighty-five percent (85%) or higher within any 365-day period.

T. Franchisee offers or sells any unapproved products and/or conducts (or permits the conducting of) any business other than the business contemplated by this Agreement at or from the Restaurant without Franchisor's prior written consent.

### **17.3 Termination by Franchisor –Seven and Fourteen Days to Cure**

A. Except as provided above, Franchisee will have fourteen (14) calendar days after its receipt from Franchisor of a written Notice of Termination to remedy any of the following defaults under this Agreement and to provide evidence that it has done so to Franchisor:

(i) Franchisee fails to timely pay any amounts due to Franchisor or its Affiliates under this Agreement.

(ii) Franchisee fails an operational evaluation/audit by us or by a mystery shopper.

B. Except as provided above, Franchisee will have seven (7) calendar days after its receipt from Franchisor of a written Notice of Termination to remedy any default under this Agreement, not specified in the preceding sections, and to provide evidence that it has done so to Franchisor.

C. If Franchisee has not cured any default within the 7-day or 14-day period (or, if appropriate, Franchisee has not initiated action to cure the default within that time) or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the 7-day or 14-day period, or any longer period required by applicable law.

All Notices of Termination, whether sent by certified mail, registered mail, fax, overnight courier or by physically delivering the notice in person, will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee's Restaurant.

#### **17.4 Franchisee's Failure to Pay**

Franchisee's failure to make payments of any Continuing Royalty Fee, Advertising Cooperative Fund Fee or other money due and owing to Franchisor, after receipt from Franchisor of notice of the default granting an opportunity to cure, will be deemed Franchisee's willful and wrongful breach under this Agreement and Franchisee's decision to reject and terminate this Agreement and all related agreements between Franchisee and Franchisor.

#### **17.5 Cross Default**

Any default or breach by Franchisee (or any affiliate of Franchisee) of any other agreement between Franchisor and Franchisee (or any affiliate of Franchisee) will be deemed a default under this Agreement, and any default or breach of this Agreement by Franchisee will be deemed a default or breach under any and all other agreements between Franchisor and Franchisee (and any affiliate of Franchisee). If the nature of the default under any other agreement would have permitted Franchisor to terminate this Agreement if the default had occurred under this Agreement, then Franchisor will have the right to terminate all the other agreements between Franchisor and Franchisee (and any affiliate of Franchisee) in the same manner provided for in this Agreement for termination of this Agreement. Franchisee (or any affiliate of Franchisee) will be given the same opportunity to cure defaults under any other agreement between Franchisor and Franchisee (or any affiliate of Franchisee) as Franchisee has under this Agreement.

#### **17.6 Notice Required By Law**

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits Franchisor's rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be deemed amended to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. Franchisor will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

### **18. FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES ON TERMINATION OR EXPIRATION**

#### **18.1 Post-Termination Obligations**

A. If this Agreement expires or terminates for any reason, Franchisee will cease to be an authorized Spice Wing franchisee and Franchisee will lose all rights to the use of the Proprietary Marks, the Spice Wing System, all Confidential Information and know-how and any goodwill engendered by the use of the Proprietary Marks.

B. Upon termination or expiration of this Agreement for whatever reason, Franchisee agrees to:

1. Immediately pay all sums due and owing to Franchisor, and all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties.

2. Discontinue the use of the Proprietary Marks, and not operate or do business under any name or in any manner which might tend to give the general public the impression that it is operating a Spice Wing Restaurant, or any similar business. Franchisee may not use, in any

manner or for any purpose, directly or indirectly, any of the Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including (without limitation): specifications or descriptions of the Spice Wing products and services; employees and independent contractors; Franchisor's Manual and any Supplements to it; forms, advertising matter, marks, devices, signs, insignia, slogans and designs used in connection with the franchised Restaurant; telephone number listed in any telephone directory under the name "Spice Wing," or any similar designation or directory listing relating to the franchised Restaurant; and, the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, specifications, and all other components, specifications and standards, which comprise (or in the future may comprise) a part of the Spice Wing System.

3. Take all necessary action to cancel any assumed name or equivalent registration which contains the Proprietary Mark "Spice Wing," or any other Proprietary Mark, or any variant, within fifteen (15) days following termination or expiration of this Agreement. If Franchisee fails or refuses to do so, Franchisor may, in Franchisee's name, on Franchisee's behalf and at Franchisee's expense, execute all documents necessary to cause discontinuance of Franchisee's use of the name "Spice Wing," or any related name used under this Agreement. Franchisee irrevocably appoints Franchisor as Franchisee's attorney-in-fact to do so.

4. Upon any termination of this Agreement by Franchisor for cause, Franchisor will have the right immediately to enter and take possession of the Restaurant to maintain continuous operation of the previously-franchised Restaurant, provide for orderly change of management and disposition of personal property, and otherwise protect Franchisor's interests. If Franchisee disputes the validity of Franchisor's termination of the franchise, Franchisor will nevertheless have the option (which Franchisee irrevocably grants) to operate the Restaurant business pending the final, unappealed determination of the dispute by a court of competent jurisdiction and/or arbitration panel. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, Franchisor agrees to make a full and complete accounting for the period during which it operated the previously-franchised Restaurant.

5. In the event of termination for any default by Franchisee or of termination by Franchisee through failure to make payment following notice to cure, pay to Franchisor all expenses it incurs as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees.

6. At Franchisor's option, assign to Franchisor any interest which Franchisee has in any Lease, right or entry or easement for the Restaurant Location, and vacate the Restaurant promptly and completely, rendering all necessary assistance to Franchisor to enable it to take prompt possession.

7. If Franchisee owns the Restaurant Location, execute and deliver to Franchisor a lease for the Restaurant Location on commercially reasonable terms. If the parties cannot agree on such terms within a reasonable time, Franchisor will designate an independent appraiser. The appraiser's determination will be binding, and Franchisee shall execute and deliver to Franchisor a lease for the Restaurant Location on the terms determined by the appraiser to be commercially reasonable. Franchisor and Franchisee will each pay 50% of the fee charged by the independent appraiser. Upon its execution of the lease for the Restaurant Location, Franchisee agrees to vacate the Restaurant promptly and completely, rendering all necessary assistance to Franchisor to enable it to take prompt possession.

8. Immediately deliver to Franchisor all training or other manuals furnished to Franchisee (including the Manual and Supplements to the Manual), computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear the Proprietary Marks or slogans or insignias or designs, advertising contracts, forms and other

materials or property of Franchisor, and any copies of them in Franchisee's possession which relate to the operation of the franchised Restaurant. Franchisee may retain no copy or record of any of these items, except for Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law. Franchisee agrees that the foregoing items, materials, lists, files, software and other similar items will be deemed to be the property of Franchisor for all purposes.

9. Within fifteen (15) days from the date of termination or expiration of this Agreement, arrange with Franchisor for an inventory to be made by Franchisor, at Franchisor's cost, of all the personal property, fixtures, equipment, inventory and supplies of Franchisee and the franchised Restaurant, including, without limitation, all items bearing the Proprietary Marks. Franchisor will have the option, to be exercised within thirty days after termination or expiration of this Agreement, to purchase from Franchisee any or all of these items at fair market value. "Fair market value" means depreciated book value or actual fair market value, whichever is less. If the parties cannot agree on a fair market value within a reasonable time, Franchisor will designate an independent appraiser. The appraiser's determination will be binding. Franchisor and Franchisee will each pay 50% of the fee charged by the independent appraiser. If Franchisor elects to exercise this option to purchase, it may set off all amounts due from Franchisee under this Agreement against any payments for the purchase.

10. Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

11. Cease using the telephone numbers listed on any local internet search engines, in the Yellow Pages and White Pages of any telephone directories under the name "Spice Wing" or any other confusingly similar name or, upon Franchisor's written demand, direct the telephone company to transfer to Franchisor, or to any other person and location that Franchisor directs, the telephone numbers listed for the franchised Restaurant on any local internet search engines, in the Yellow Pages or White Pages. If Franchisee does not promptly direct the telephone company to do so, Franchisee irrevocably appoints Franchisor as its attorney-in-fact to direct the telephone company to do so.

12. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in this Agreement.

13. Continue to abide by those restrictions pertaining to the use of the Confidential Information, trade secrets and know-how set forth in this Agreement.

14. Immediately surrender to Franchisor all computer software, data storage disks or tapes used in the operation of the franchised Restaurant, printouts, and other information pertaining to computer operations, codes, procedures and programming. Franchisee agrees not to destroy, damage, hide or take any steps to prevent Franchisor from obtaining any information which Franchisee had stored in the computer system of the franchised Restaurant. Franchisee agrees not to retain any printouts, disks or tapes containing any of the programs or data stored in the computer system.

15. If Franchisor elects not to assume possession of the Restaurant, then promptly upon termination or expiration, Franchisee agrees to perform all reasonable redecoration and remodeling of the Restaurant as Franchisor considers necessary in its reasonable judgment to distinguish the Restaurant from a Spice Wing Restaurant, including, but not limited to, removing all interior and exterior signage, displays or any other items that contain the Spice Wing name or any of the Proprietary Marks.

C. The expiration or termination of this Agreement will be without prejudice to Franchisor's rights against Franchisee, and will not relieve Franchisee of any of its obligations to Franchisor at the time of expiration or termination, or terminate Franchisee's obligations which by their nature survive the expiration or termination of this Agreement.

#### **19. WAIVER AND DELAY**

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by Franchisee under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

#### **20. FRANCHISOR'S WITHHOLDING OF CONSENT IS FRANCHISEE'S EXCLUSIVE REMEDY**

In no event may Franchisee make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval to a proposed act by Franchisee under the terms of this Franchise Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

#### **21. INTEGRATION OF AGREEMENT**

This Agreement and all ancillary agreements executed contemporaneously with this Agreement, constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Franchisee acknowledges that it is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of its own independent investigation of the franchised Restaurant and not as a result of any representations about Franchisor made by its shareholders, officers, directors, employees, agents, independent contractors or other franchisees which are contrary to the terms set forth in this Agreement or of any disclosure document, prospectus, disclosure document or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to the terms in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

This provision shall not serve to waive reliance on any representation made by Franchisor in the disclosure document or in its exhibits or amendments. Neither shall it serve to disclaim liability for statements authorized by Franchisor in its disclosure document.

#### **22. NOTICES**

Any notice required or permitted to be given under this Agreement shall be in writing; shall be delivered to the other party personally, by certified mail (and return receipt requested, postage prepaid), or by overnight mail; and, will be effective on the date that delivery is documented to have been first attempted. Any notice to Franchisor shall be addressed to Franchisor at:

Spice Wing Franchise, LLC  
Attn: Khushal Patel  
3310 Westbrook Road  
Suwanee, Georgia 30024



Any notice to Franchisee shall be addressed to Franchisee at:

\_\_3030 NORTHCLIFF DR\_\_\_\_\_

\_\_SUWANEE, GA 30024\_\_\_\_\_

Either party to this Agreement may, in writing, on ten (10) days' notice, inform the other of a new or changed address or addressee(s) to which notices under this Agreement should be sent.

## **23. MISCELLANEOUS**

### **23.1 Construction and Interpretation; Further Acts**

The titles and subtitles of the various articles and sections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.

The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against Franchisor or Franchisee.

It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

Since the words "Franchisor" and "Franchisee" in this Agreement may be applicable to one or more parties, the singular will include the plural, and the masculine will include the feminine and neuter. If more than one party or person is referred to as "Franchisee" under this Agreement, then their obligations and liabilities under this Agreement will be joint and several.

The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting rights, as applicable, in the case of a limited liability company or any other entity or similar organization.

### **23.2 Severability**

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) unreasonable, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

## **24. COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW; VENUE; MEDIATION**

### **24.1 Costs of Enforcement**

Franchisor will be entitled to recover from Franchisee reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation or arbitration, if Franchisor prevails in any action instituted against Franchisee to secure or protect Franchisor's rights under this Agreement, or to enforce the terms of this Agreement.

### **24.2 Attorneys' Fees**

If Franchisor becomes a party to any action or proceeding concerning this Agreement, the franchised Restaurant, or the Restaurant due to any act or omission of Franchisee or its authorized representatives and not to any act or omission of Franchisor or its authorized representatives, or if Franchisor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding with respect to Franchisee or the franchised Restaurant, then Franchisee will be liable to Franchisor for the reasonable attorneys' fees, experts' fees and court costs incurred by Franchisor in the action or proceeding, regardless of whether the action or proceeding proceeds to judgment. In addition, Franchisor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceedings filed by Franchisee.

### **24.3 Governing Law**

This Agreement; all relations between the parties; and, any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Georgia without recourse to Georgia choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise or similar law, rule or regulation of the State of Georgia or any other state, which would not otherwise apply.

### **24.4 Venue**

Both parties hereto agree that any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement, the relationship of the parties, any breach of this Agreement, or any and all disputes between the parties, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in Gwinnett County, Georgia. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of the courts of Gwinnett County, Georgia. The provisions of this Section will survive termination of this Agreement.

### **24.5 Waiver of Jury Trial; Individual Dispute Resolution**

**ALL PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY AND ALL CLAIMS RELATING TO OR ARISING FROM THIS AGREEMENT, THE RESTAURANT, THE FRANCHISE RELATIONSHIP BETWEEN THE PARTIES, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER NOW EXISTING OR ARISING IN THE FUTURE.**

In addition, the parties agree that the relationship contemplated by this Agreement is a unique and individual relationship between the parties and will be characterized by unique circumstances, actions and experiences that relate only to Franchisee and Franchisee's relationship with Franchisor. Therefore, Franchisee and Franchisor agree that any litigation between or among the parties to this Agreement and any of their respective owners, officers, directors, members, managers, employees, or representatives will

be conducted on an individual basis and not on a consolidated or class-wide basis with any other current or former franchisee of Franchisor.

#### **24.6 Punitive Damages**

In no event will Franchisor be liable to Franchisee for punitive, special, consequential or exemplary damages including, but not limited to lost profits, in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement. In any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement, Franchisee shall be limited to recovering its actual damages only.

#### **24.7 Limitations of Actions**

Unless prohibited by applicable law, any and all claims, actions or proceedings arising out of or relating to this Agreement, or the relationship between Franchisor and Franchisee (including the offer and sale of a franchise to Franchisee), must be brought or asserted before the expiration of two (2) years after the first act or omission giving rise to such alleged claim, action or proceeding, whenever discovered, or it is expressly acknowledged and agreed by all parties that such claims, actions or proceedings shall be irrevocably barred. Notwithstanding the foregoing, however, claims of any party for failure to pay monies owed and for indemnification shall be subject only to the applicable state or federal statute of limitations.


### **25. SURVIVAL**


Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement.

This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

### **26. ACKNOWLEDGMENTS**

**FRANCHISEE ACKNOWLEDGES, WARRANTS AND REPRESENTS TO FRANCHISOR THAT:**


**NO REPRESENTATION HAS BEEN MADE BY FRANCHISOR (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF FRANCHISOR) AND RELIED ON BY FRANCHISEE AS TO THE FUTURE INCOME, EXPENSES, SALES VOLUME OR POTENTIAL PROFITABILITY, EARNINGS OR INCOME OF THE RESTAURANT, OR ANY OTHER SPICE WING RESTAURANT. Initials **


**NO REPRESENTATION OR STATEMENT HAS BEEN MADE BY FRANCHISOR (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF FRANCHISOR) AND RELIED ON BY FRANCHISEE REGARDING THE ANTICIPATED INCOME, EARNINGS AND GROWTH OF FRANCHISOR OR THE SPICE WING SYSTEM, OR THE VIABILITY OF THE BUSINESS OPPORTUNITY BEING OFFERED UNDER THIS AGREEMENT. Initials **


**BEFORE EXECUTING THIS AGREEMENT, FRANCHISEE HAS HAD THE OPPORTUNITY TO CONTACT ALL EXISTING FRANCHISEES OF FRANCHISOR. Initials **


**FRANCHISEE HAS HAD THE OPPORTUNITY TO INDEPENDENTLY INVESTIGATE, ANALYZE AND CONSTRUE BOTH THE BUSINESS OPPORTUNITY BEING OFFERED UNDER THIS AGREEMENT, AND THE TERMS AND PROVISIONS OF THIS AGREEMENT, USING THE SERVICES OF LEGAL COUNSEL, ACCOUNTANTS OR OTHER ADVISERS (IF FRANCHISEE SO ELECTS) OF ITS OWN CHOOSING. FRANCHISEE HAS BEEN ADVISED TO CONSULT WITH ITS OWN ADVISERS WITH RESPECT TO THE LEGAL, FINANCIAL AND OTHER ASPECTS OF THIS AGREEMENT, THE FRANCHISED RESTAURANT BUSINESS, AND THE PROSPECTS FOR THAT RESTAURANT**

**BUSINESS. FRANCHISEE HAS EITHER CONSULTED WITH THESE ADVISORS OR HAS DELIBERATELY DECLINED TO DO SO. Initials** 

**FRANCHISEE HAS RECEIVED FROM FRANCHISOR A COPY OF FRANCHISOR'S UNIFORM FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE, AT LEAST FOURTEEN CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR AT LEAST FOURTEEN CALENDAR DAYS BEFORE THE PAYMENT BY FRANCHISEE TO FRANCHISOR OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF THE FRANCHISE GRANTED BY THIS AGREEMENT. Initials** 

**NO REPRESENTATION OR STATEMENT HAS BEEN MADE BY FRANCHISOR (OR ANY EMPLOYEE, AGENT OR SALESPERSON OF FRANCHISOR) AND RELIED ON BY FRANCHISEE REGARDING FRANCHISEE'S ABILITY TO PROCURE ANY REQUIRED LICENSE OR PERMIT THAT MAY BE NECESSARY TO THE OFFERING OF ONE OR MORE OF THE PRODUCTS AND/OR SERVICES CONTEMPLATED TO BE OFFERED BY THE FRANCHISED RESTAURANT. Initials** 

**THE COVENANTS NOT TO COMPETE SET FORTH IN THIS AGREEMENT ARE FAIR AND REASONABLE, AND WILL NOT IMPOSE ANY UNDUE HARDSHIP ON FRANCHISEE, SINCE FRANCHISEE HAS OTHER CONSIDERABLE SKILLS, EXPERIENCE AND EDUCATION WHICH AFFORD FRANCHISEE THE OPPORTUNITY TO DERIVE INCOME FROM OTHER ENDEAVORS. Initials** 

**FRANCHISEE AFFIRMS THAT ALL INFORMATION SET FORTH IN ALL APPLICATIONS, FINANCIAL STATEMENTS AND SUBMISSIONS TO FRANCHISOR IS TRUE, COMPLETE AND ACCURATE IN ALL RESPECTS, AND FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT FRANCHISOR IS RELYING ON THE TRUTHFULNESS, COMPLETENESS AND ACCURACY OF THIS INFORMATION. Initials** 

\*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

## **27. SUBMISSION OF AGREEMENT**

The submission of this Agreement does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by Franchisor and Franchisee. The date of execution by Franchisor will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR.

FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO IT OTHER THAN THOSE SET FORTH IN FRANCHISOR'S DISCLOSURE DOCUMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO FRANCHISEE, FRANCHISEE IS NOT RELYING ON THEM.

FRANCHISEE HAS READ ALL OF THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

[Signatures on following page]

Dated: June 1, 2017

FRANCHISEE: MAA SW DAWSONVILLE, LLC

 \_\_\_\_\_ (Signature)

Rajnikant Patel  
\_\_\_\_\_  
(Print Name)

Its: Member \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

Dated: June 19 2017

FRANCHISOR:

Spice Wing Franchise, LLC

By:  \_\_\_\_\_

Print Name: Khushal Patel

Its: Member \_\_\_\_\_

**Ownership and Management Addendum to Franchise Agreement**

1. Operating Partner. You represent and warrant to us that the following person is the Operating Partner:

Name: Rajnikant Patel  
 Title: Member  
 Address: 3030 Northcliff Dr, Suwanee, GA 30024  
 Percentage of Interest: 100%

2. Ownership. If Franchisee is a corporation, limited liability company or partnership, set forth below are the names and addresses of each shareholder, member or partner in Franchisee:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

3. General Manager. You represent and warrant to us that the following person is the General Manager:

Name: Rajnikant Patel  
 Title: Member  
 Address: 3030 Northcliff Dr, Suwanee, GA 30024  
 Percentage of Ownership Interest: 100%

4. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information set forth in subparagraphs (1) through (3) above.

5. Franchisee promptly shall provide such additional information as Franchisor may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

6. Franchisee shall cause all of its current and future shareholders, members and partners to execute Franchisor's standard form of Guaranty.

This Addendum is effective as of this 01<sup>st</sup> day of JUNE, 2017.

Franchisee: MAA SW DAWSONVILLE, LLC

By: 

Print Name: Rajnikant Patel

Its: Member

**ADDENDUM TO  
SPICE WING FRANCHISE AGREEMENT FOR THE  
STATE OF GEORGIA**

This Addendum pertains to franchises sold in the State of Georgia and is for the purpose of complying with Georgia statutes and regulations. The Franchise Agreement entered into by and between SPICE WING FRANCHISE, LLC ("Franchisor") and MAA SW DAWSONVILLE, LLC ("Franchisee"), dated 61<sup>st</sup> June, 20 17, is amended to include the following:

1. Section 3.1 of the Franchise Agreement is amended to include the following:

In consideration of the execution of this Agreement by Franchisor, Franchisee agrees to pay Franchisor an Initial Franchise Fee of Twenty-Five Thousand Dollars (\$25,000). If Franchisee is a military veteran, the Initial Franchise Fee Franchisee agrees to pay Franchisor will be Twenty Thousand Dollars (\$20,000).

The Initial Franchise Fee is payable in immediately available funds as follows:

- a. Three Thousand Seven Hundred Fifty Dollars (\$3,750) is due and payable to Franchisor upon execution of the Franchise Agreement. If Franchisee is a military veteran, than Three Thousand Dollars (\$3,000) is due and payable to Franchisor upon execution of the Franchise Agreement; and
- b. The balance of Twenty-One Thousand Two Hundred Fifty Dollars (\$21,250) shall be paid into an escrow account, established with a bank or attorney, which shall be agreed upon by Franchisor and Franchisee. If Franchisee is a military veteran, than the balance of Seventeen Thousand Dollars (\$17,000) shall be paid into an escrow account, established with a bank or attorney, which shall be agreed upon by Franchisor and Franchisee. The balance shall be released to Franchisor sixty (60) days after the date Franchisee commences operation of the franchised business.

The Initial Franchise Fee is payable in immediately available funds upon Franchisee's execution of this Agreement and is deemed fully earned by Franchisor upon receipt. The Initial Franchise Fee is not refundable under any circumstances.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Franchisee:

MAA SW DAWSONVILLE, LLC

  
(Signature)

By: Rajnikant Patel

Its: Member

Franchisor:

SPICE WING FRANCHISE, LLC

  
(Signature)

By: Khushal Patel

Its: member

**LEASE**

**BY AND BETWEEN**

**HENDON-BRE DAWSON MARKETPLACE, LLC  
A GEORGIA LIMITED LIABILITY COMPANY**

**AND**

**MP DAWSONVILLE, LLC  
A GEORGIA LIMITED LIABILITY COMPANY**

***LOCATION: DAWSON MARKETPLACE  
DAWSONVILLE, GEORGIA***



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**ARTICLE 1**  
**BASIC LEASE PROVISIONS AND EXHIBITS**

Section 1.01 - Summary of the Basic Lease Provisions

(A) DATE OF LEASE AND SIGNING BY LANDLORD: 7/12, 2017.

(B) NAME AND ADDRESS OF LANDLORD:

HENDON-BRE DAWSON MARKETPLACE, LLC  
C/O HENDON PROPERTIES, LLC  
3445 PEACHTREE ROAD, N.E., SUITE 465  
ATLANTA, GA 30326  
ATTN: J. CHARLES HENDON, JR.

(C) NAME AND ADDRESS OF TENANT:

MP DAWSONVILLE, LLC  
3030 NORTHCLIFF DRIVE  
SUWANEE, GA 30024  
ATTN: RAJNIKANT PATEL

(D) PERMITTED USE: Solely for the operation of a Spice Wings® store that primarily engages in the preparation and sale of chicken wings and related food and beverage items for dine-in, carryout and delivery, including any incidental merchandising (limited to 200 square feet of floor area) as is customary in a Spice Wings® store, subject to the restrictions set forth on *Exhibit "C"* attached hereto and the terms and conditions of the Declaration (as hereinafter defined). Other than the foregoing, the Premises shall be used for no other purpose.

(E) TENANT'S TRADE NAME: SPICE WINGS

(F) SHOPPING CENTER: Dawson Marketplace, located on Marketplace Boulevard in the City of Dawsonville, Dawson County, Georgia.

(G) LANDLORD'S PARCEL: A portion of the Shopping Center is owned by Landlord and is identified on the site plan set forth on **Exhibit "A"** attached to this Lease (the "Site Plan") as "Landlord's Parcel," and a portion of the Shopping Center is owned by The Kroger Co. ("Kroger") and is identified on the Site Plan as the "Kroger Parcel". The Shopping Center is comprised of the "Landlord's Parcel," the "Kroger Parcel" and the "Outparcels" designated as Outparcels #1, #2, #3, #4, #6, #7, #8, #9, #10, #11, #12, #13 and #14 on the Site Plan. The Kroger Parcel includes Outparcel #5, which is owned by Kroger and operated as the "Kroger Fuel Center."

- (H) THE PREMISES: That portion of the building to be constructed on Outparcel #14 identified as "Suite 160" and crosshatched on the "Site Plan"; said Premises containing approximately 1,429 square feet.
- (I) COMMENCEMENT DATE: The Lease Term begins on the earlier to occur of the date upon which Tenant opens for business in the Premises or the date that is one hundred twenty (120) days after notice by Landlord that the Premises is available to Tenant ready for Tenant's Work; however, Tenant shall comply with the terms hereof from and after the date hereof. Landlord shall give Tenant fifteen (15) days' notice of the date the Premises shall be available to Tenant ready for Tenant's Work. Tenant covenants to open for business within one hundred twenty (120) days from the date of delivery of the Premises to Tenant ready for Tenant's Work.
- (J) LEASE YEAR: Each twelve (12) month anniversary of the term commencing on the Commencement Date. However, if the Commencement Date does not occur on the first day of a calendar month, the first Lease Year hereunder shall include the remainder of the month during which the Commencement Date occurs, plus the twelve (12) month period immediately succeeding the month during which Commencement Date occurred and each Lease Year thereafter shall be the consecutive twelve (12) month period commencing on each anniversary of the first day of the full month immediately subsequent to the month during which the Commencement Date occurred.
- (K) LEASE TERM AND EXTENSION RIGHTS: Approximately ten (10) Lease Years beginning on the Commencement Date and expiring on the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Commencement Date, but if the Commencement Date is not the first day of a calendar month, the Lease Term will expire on the last day of the calendar month in which the tenth (10<sup>th</sup>) anniversary of the Commencement Date occurs. Provided Tenant is not in default beyond any applicable cure periods, Tenant shall have the right to extend the original term of this Lease for two (2) additional periods of five (5) years each upon written notice to Landlord at least one hundred eighty (180) days in advance of the expiration of the original term, or then current renewal term, as the case may be.
- (L) HANDBOOK OF TENANT INFORMATION: The Handbook of Tenant Information (the "Handbook") attached hereto as *Exhibit "B"* and incorporated by reference herein contains provisions regarding Tenant's occupancy. The contents of the Handbook are subject to change at Landlord's reasonable discretion.
- (M) LANDLORD'S WORK: That construction work to be substantially completed by Landlord prior to delivering the Premises to Tenant, a description of which is contained in the Handbook.

(N) **TENANT'S WORK:** All construction work other than Landlord's Work which is required to complete the Premises to a finished condition ready for the conduct of Tenant's business. Tenant's Work shall be performed in a good and workmanlike manner in conformity with all governmental codes, statutes, rules and regulations. The terms of this Lease and the rights of the parties are subject to the terms and conditions of all documents recorded against any portions of the Shopping Center owned by Landlord. All Tenant's Work shall be performed by a duly licensed and insured contractor who meets the criteria set forth in the Handbook.

(O) **TENANT'S ALLOWANCE:** Provided Tenant is not then in default, Landlord will contribute towards the cost of Tenant's Work a Construction Allowance in the amount of FIFTY THOUSAND FIFTEEN and NO/100ths DOLLARS (\$50,015.00) (calculated based on THIRTY-FIVE and NO/100 DOLLARS (\$35.00) per square foot of floor area contained within the Premises); provided that in no event shall the Construction Allowance exceed the actual cost of Tenant's Work. The Construction Allowance shall be paid to Tenant within thirty (30) days after the date which is the later of the date: (1) Tenant is open for business to the public in the Premises as a typical Spice Wings store; (2) Tenant pays its first monthly installment of Minimum Rent; (3) Tenant furnishes to Landlord properly executed final lien waivers from all of the contractors performing Tenant's Work; (4) Tenant furnishes to Landlord evidence of the total amount spent by Tenant for Tenant's Work; and (5) Tenant provides Landlord with a copy of the final Certificate of Occupancy. In the event Landlord incurs costs as a result of Tenant's failure to comply with the terms of this Lease and provided Tenant has failed to reimburse Landlord as otherwise set forth herein, Landlord may reduce the amount of the Construction Allowance otherwise payable to Tenant by the amount of such costs.

In the event Tenant subsequently defaults in any of its obligations under the Lease and (if applicable) fails to timely cure such default and in the event, pursuant to such default, Landlord terminates this Lease, Tenant shall immediately reimburse Landlord the unamortized (per month, straight line basis) portion of the foregoing allowance paid to Tenant, such amortization to be over the original Term of this Lease.

(P) **MINIMUM RENT:** The sum due and payable each Lease Year as defined in 1.01(J) and calendar month during the Lease Term, subject to adjustment as provided in Section 3.01, is:

<b>Lease Years</b>	<b>\$ Per Sq. Ft. Per Annum</b>	<b>Annual Minimum Rent</b>	<b>Monthly Minimum Rent</b>
1	\$28.75	\$41,083.75	\$3,423.65
2	\$29.47	\$42,112.63	\$3,509.39
3	\$30.21	\$43,170.09	\$3,597.51
4	\$30.97	\$44,256.13	\$3,688.02
5	\$31.75	\$45,370.75	\$3,780.90

Lease Years	\$ Per Sq. Ft. Per Annum	Annual Minimum Rent	Monthly Minimum Rent
6	\$32.55	\$46,513.95	\$3,876.17
7	\$33.37	\$47,685.73	\$3,973.82
8	\$34.21	\$48,886.09	\$4,073.85
9	\$35.07	\$50,115.03	\$4,176.26
10	\$35.95	\$51,372.55	\$4,281.05
1 <sup>st</sup> Option			
11	\$36.85	\$52,658.65	\$4,388.22
12	\$37.77	\$53,973.33	\$4,497.77
13	\$38.71	\$55,316.59	\$4,609.72
14	\$39.68	\$56,702.72	\$4,725.23
15	\$40.67	\$58,117.43	\$4,843.12
2 <sup>nd</sup> Option			
16	\$41.69	\$59,575.01	\$4,964.58
17	\$42.73	\$61,061.17	\$5,088.43
18	\$43.80	\$62,590.20	\$5,215.85
19	\$44.90	\$64,162.10	\$5,346.84
20	\$46.02	\$65,762.58	\$5,480.22

- (Q) PREPAID RENT: \$3,846.40
- (R) SECURITY DEPOSIT: \$3,846.40
- (S) PERCENTAGE RENT RATE: None
- (T) PERCENTAGE RENT BREAKPOINT: N/A
- (U) COOPERATING BROKER: The Shopping Center Group, LLC representing Landlord.
- (V) UNDERLYING DOCUMENTS: The terms of this Lease and the rights of the parties are subject to the terms and conditions of all documents recorded against any portions of the Shopping Center owned by Landlord, including but not limited to that certain Reciprocal Easement Agreement dated December 16, 2015, by and between The Kroger Co., and Hendon-BRE Dawson Marketplace, LLC, recorded in Deed Book 1177, Page 549, Dawson County Records, as amended from time to time (the "REA") and that certain Outlot Declaration, by Hendon-BRE Dawson Marketplace, LLC, a Georgia limited liability company, dated January 20, 2017, filed for record January 23, 2017 and recorded in Deed Book 1228, Page 32, aforesaid records (the "Outlot Declaration"). The REA and the Outlot Declaration are hereinafter collectively referred to as the "Declarations".

Section 1.02 - Significance of Basic Lease Information

All of the provisions, covenants and conditions set forth in the remainder of this Lease and all exhibits and attachments hereto are by this reference incorporated into this Article 1 as if the same were set forth at length in Article 1. Each reference in the remainder of the Lease and exhibits and other attachments to any provisions in Article 1 will be construed to incorporate all of the terms provided under this provision. In the event of any conflict between a provision in Article 1 and the remainder of this Lease or exhibits or other attachments, the latter will control.

**ARTICLE 2**  
**LANDLORD'S GRANT OF POSSESSION AND QUIET ENJOYMENT**

Section 2.01 - Demise

In consideration of the Rent, covenants and agreements contained in this Lease, Landlord leases the Premises to Tenant, and Tenant hereby rents it, so that Tenant shall continuously operate its business in accordance with the Permitted Use without creating any nuisances and, subject only to the Lease terms and conditions, matters of public record, including but not limited to the Declarations, public or private restrictions affecting Landlord or any portions of the Shopping Center owned by Landlord and all applicable governmental rules and regulations. The Premises includes only the interior improvements specifically granted and as to the Premises Landlord may take whatever reasonable actions are necessary to fulfill its obligations hereunder and while doing so shall take reasonable efforts not to adversely interfere with Tenant's operations. Upon the completion of construction of the Premises, Landlord shall cause its architect to measure the actual square footage of gross leasable area contained within the Premises. If the square footage as measured differs from that set forth herein, Landlord and Tenant shall enter into an amendment to this Agreement confirming the actual square footage of the Premises as constructed. Landlord's architect shall certify the measurement of the Premises to Tenant, which measurement shall be binding unless Tenant disputes said measurement within ten (10) days of receipt from Landlord's architect, or unless the Premises is expanded or contracted as a consequence of a separate agreement during the Lease Term. If the actual measurement differs from that referenced above, all charges or other amounts based upon square footage shall be adjusted accordingly. In the event of a dispute, an independent architect shall be selected, whose decision shall be binding.

Section 2.02 - Use of Common Areas and Relocation Rights

Tenant may use the Common Areas with others subject, however, to the terms and conditions of this Lease, the Declarations and the Rules and Regulations contained in the Handbook. "Common Areas" mean all facilities outside of any premises furnished by Landlord for the non-exclusive use of the occupants of Landlord's Parcel and the Outparcels owned by Landlord, their officers, agents, employees and customers, including but not limited to all parking areas, access road, driveways, entrances and exits, retaining walls, landscaped areas, roads and pathways, storm water system, detention ponds, accommodation areas such as sidewalks, grass plots,



ornamental planting, direction signs, and the like. Subject to Kroger's rights pursuant to the Declarations, the Common Areas shall be solely controlled by Landlord. Landlord may alter the size, scope and configuration of Landlord's Parcel, the Outparcels owned by Landlord and any portion(s) of the Common Areas, including, the construction of other buildings or improvements in Landlord's Parcel and the Outparcels owned by Landlord and the construction of parking facilities, provided only that the size, access and location of the Premises shall not be materially, adversely impaired. Landlord shall provide ground-level parking for Landlord's Parcel and the Outparcels owned by Landlord which meets or exceeds a parking ratio of the greater of: (i) the ratio required by applicable law, and (ii) four (4) parking spaces per 1,000 square feet of the gross leasable area within Landlord's Parcel and the Outparcels owned by Landlord. Landlord, upon not less than sixty (60) days' notice, may relocate Tenant to a comparable and reasonable location in any portions of the Shopping Center owned or managed by Landlord and on the same terms and conditions as contained herein. Landlord shall pay the reasonable costs of the physical move. If relocated, Tenant may remove all of its improvements in the Premises that have not been relocated by Landlord to the new premises, provided that Tenant repairs any damage to the Premises caused by such removal. Landlord shall tender the new location to Tenant in substantially the same condition as the Premises was in when tendered to Tenant. Landlord may terminate this Lease if Tenant refuses to accept said new location.

#### Section 2.03 - Construction/Possession

The delivery of possession date is estimated to be **September 1, 2017** (the "Delivery Date"), provided that the Delivery Date shall be extended by one additional day for every day the Delivery Date is delayed as a direct result of force majeure pursuant to Section 17.05 below and the negligent acts or omissions of Tenant or Tenant's agents, contractors or employees ("Tenant Delay"). Subject to force majeure and Tenant Delay, if the Delivery Date is after sixty (60) days after the Delivery Date, Tenant shall be entitled to an automatic credit, against Minimum Rent payable under this Lease, equal to one day for each day of delay beyond the Delivery Date until the Premises is delivered to Tenant. The Delivery Date shall be confirmed by Landlord, or Landlord's supervising architect, by written notice to Tenant not less than fifteen (15) days before delivery of possession of the Premises to Tenant. Landlord's delivery to Tenant of the Premises for the commencement of Tenant's Work establishes acceptance of the Premises by Tenant in satisfactory condition and in full compliance with all of Landlord's covenants and obligations. Tenant shall accept possession upon substantial completion of Landlord's Work in accordance with the Handbook and Tenant shall execute, upon receipt, the Delivery of Possession Date Certificate specified in the Handbook. No representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives except as provided in this Lease. No representations have been made to Tenant that any other tenants have leased or will continue to lease space within Landlord's Parcel or any of the Outparcels owned by Landlord or that Tenant has any product exclusive unless stated herein to the contrary. Tenant shall, at Tenant's sole cost and expense, perform Tenant's Work in accordance with the Handbook and shall install such first class stock, fixtures and equipment and perform such other work as shall be necessary to prepare the Premises for the opening and continuous operation of business. Tenant shall pay for temporary utilities from the date when

the Premises is made available to Tenant for Tenant's Work (or from the date when Tenant commences to perform its Tenant's Work, if earlier) until the Commencement Date.

Section 2.04 - Quiet Enjoyment

Upon paying all sums due from Tenant to Landlord and performing and observing all of Tenant's covenants and obligations, Tenant, subject to the provisions hereof, shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term without interference by Landlord.

Section 2.05 - Statement of Lease Term

Upon Landlord's request, Tenant shall execute and deliver a written statement specifying the Commencement Date and the expiration date of the Lease Term.

Section 2.06 - Prohibited Uses

Tenant's use of the Premises shall be limited to the use specified in Section 1.01. Tenant shall not change such use without Landlord's consent, and in no event shall Tenant use the Premises or any portion thereof for any of the purposes set forth on *Exhibit "C"* attached hereto.

Section 2.07 – Continuous Use

As a material inducement to Landlord entering into this Lease, Tenant covenants to: (i) operate in the Premises only under the Trade Name in Section 1.01, (ii) open for business to the public within one hundred twenty (120) days from the date of delivery of the Premises to Tenant, and (iii) continuously use, occupy and operate the whole of the Premises for the retail sale of its goods and services in accordance with its Permitted Use during minimum business hours of 10:00 am through 6:00 pm. during the entire Term of this Lease. In the event that Tenant closes its store for business with the public at any time, then Landlord shall have the right, but not the obligation, to terminate this Lease, upon ten (10) days' prior written notice and without any payment being due to Tenant.

Section 2.08 – Landlord's Covenant

So long as (i) Tenant continuously operates its business from the Premises for the Permitted Use only, and (ii) Tenant is not in default under the terms of this Lease beyond all applicable notice and cure periods, and (iii) Tenant has not assigned its interest in this Lease or sublet any portion of the Premises, Landlord shall not lease any portion Outparcel #14 (the "**Restricted Area**") as depicted on the Site Plan, other than the Premises, to any "Competing Business." For purposes of this Section 2.08, "Competing Business" shall mean a business which uses its premises primarily for the preparation and sale of chicken wings for carryout or delivery similar in nature to Spice Wings.

Notwithstanding the foregoing, the restriction contained in this Section shall not apply to: (i) existing leases dated prior to the execution of this Lease; (ii) any renewals or extensions of existing tenant leases; or (iii) any tenant conducting the Exclusive Use as an incidental part of its business. A tenant's use shall be deemed "incidental" if less than fifteen percent (15%) of the gross sales from such premises, on an annual basis, are generated by such use.

If Landlord violates said covenant, Tenant will provide written notice of such violation. If Landlord does not cure such violation within thirty (30) days following the date of Tenant's notice, then, provided Tenant is not in default under this Lease beyond applicable cure periods, Tenant shall be entitled to pay fifty percent (50%) of Minimum Rent ("Substitute Rent") in lieu of full Minimum Rent (but not all other charges hereunder [including Operating Costs, Taxes and insurance costs]) until the earlier of (i) the date the condition resulting in the violation ceases to exist, or (ii) the date that is one (1) year after Tenant has commenced to pay Substitute Rent. If such violation continues to exist after Tenant has paid Substitute Rent for one (1) year, then Tenant shall either (y) elect to terminate this Lease upon written notice to Landlord given within thirty (30) days after such one (1) year period, or (z) immediately cease paying Substitute Rent and commence paying full Minimum Rent.

In the event Tenant ceases to use the Premises for the Permitted Use, Tenant's rights under this Section 2.08 shall be null and void and shall have no further force or effect.

Notwithstanding the foregoing, Landlord shall not be considered to be in violation of the provision in this Section 2.08 if a tenant in the Restricted Area acts as a "Rogue Tenant" as hereinafter defined. Rogue Tenant, as used herein, is defined as another tenant within the Restricted Area who violates Tenant's Exclusive Use and such tenant's lease would not allow such violation without Landlord's consent ("Rogue Tenant Violation"). In the event of a Rogue Tenant Violation, Landlord agrees to use good faith, commercially reasonable and diligent efforts to enforce its rights under such lease or license or occupancy agreement in order to obtain Judicial Relief (as defined below). For purposes hereof, "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, order of eviction, other court order, or order resulting from an arbitration proceeding enjoining such lease violation, but shall not apply to any period during which a party may appeal a decision. In the event of a Rogue Tenant Violation, Tenant shall continue to pay full Base Rent and full Monthly Charges in accordance with the terms of this Lease.

### ARTICLE 3 RENT

#### Section 3.01 - Minimum Rent

Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, Minimum Rent as provided in Section 1.01 in advance without demand, deduction or set-off whatsoever on the first (1st) day of each calendar month during the Lease Term. Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis.

### Section 3.02 – Radius Restriction

As a material inducement to Landlord entering into this Lease, Tenant covenants to not own, operate or be financially interested in, either directly or indirectly (by itself or with others), a business which employs the same or similar trade name and operates for the same or similar purpose as Tenant's Permitted Use hereunder, within a radius of five (5) miles of the Shopping, except for existing stores as of the date hereof. Without limiting Landlord's other available remedies, should Tenant breach the foregoing covenant, (a) Landlord may enjoin the operation of a store in violation hereof, and (b) Tenant shall pay double the Minimum Rent due under this Lease during such violation.

### Section 3.03 - Gross Receipts Defined

"Gross Receipts" is the total of all goods, services, sales, rentals, consignment proceeds or bartering from the Premises by Tenant and all permitted licensees, concessionaires, assignees and sublessees of Tenant, regardless whether by check, credit card, charge account, exchange or otherwise and irrespective of whether such sales are made by Tenant, its successors, licensees or concessionaires, as a consignee, trustee or agent of a third party and irrespective of whether Tenant retains the total of all such sales as its own property. Gross Receipts includes the sale, rental, bartering and consignment of goods, wares, merchandise and services performed on or at the Premises, plus all orders taken or received at the Premises or sales completed by delivery at or from the Premises, whether such orders be filled from the Premises or elsewhere, and whether such sales be made by means of mechanical or other vending devices in the Premises in the period when made. Gross Receipts excludes refunds or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have previously been included in Gross Receipts and any sales, use or gross receipts tax imposed by any governmental unit or authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and is paid by Tenant to such governmental authority, interstore transfers or insurance proceeds.

### Section 3.04 – Intentionally Deleted

### Section 3.05 - Monthly Reports by Tenant

Within fifteen (15) days after the end of the preceding calendar month, Tenant shall provide Landlord an accurate written statement, signed by Tenant, stating its Gross Receipts from the Premises or Tenant may provide true and correct copies of its state sales tax reports. If Tenant fails to furnish to Landlord any report required of Tenant hereunder, Landlord may, in addition to its other remedies herein provided, assess as Additional Rent (as hereinafter defined) a fee of Fifty Dollars (\$50.00) per day until the required report is furnished. Such fee is not a penalty, but is liquidated damages intended to reimburse Landlord for its additional administrative expenses incurred by Tenant's failure to furnish such reports.

### Section 3.06 - Additional Rent and Address for Payment

In addition to Minimum Rent, all other payments due and payable by Tenant hereunder, including, but not limited to, Tenant's proportionate share of "Operating Costs" (as hereinafter defined), are known as "Additional Rent" and such sums shall be due and payable on demand, together with interest thereon as provided below. Minimum Rent and Additional Rent are herein sometimes referred to as "Rent". Should Tenant fail to make any payment of Rent, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate which is the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law. Tenant also shall pay, as Additional Rent, a fee of Fifty Dollars and No/100th (\$50.00) for processing of late payments. Rent shall be due at the address specified by Landlord for notices hereunder.

### Section 3.07 - Prepaid Rent

Tenant shall deposit with Landlord prepaid rent in the amount of THREE THOUSAND EIGHT HUNDRED FORTY-SIX AND 40/100 Dollars (\$3,846.40) (the "Prepaid Rent") upon execution of this Lease to be applied to the first installment of Minimum Rent and Additional Rent due hereunder. If Tenant fails to remit such sum, Landlord shall have the right to terminate this Lease upon written notice to Tenant given prior to the delivery of the Prepaid Rent.

### Section 3.08 - Security Deposit

Tenant shall deposit with Landlord a security deposit in the amount of THREE THOUSAND EIGHT HUNDRED FORTY-SIX AND 40/100 Dollars (\$3,846.40) (the "Security Deposit") upon execution of this Lease. If Tenant fails to make such deposit, Landlord shall have the right to terminate this Lease upon written notice to Tenant given prior to the delivery of the Security Deposit. The Security Deposit shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit may be commingled with Landlord's other funds and is not an advance payment of Rent or a measure of or limit to Landlord's damages in case of default by Tenant. Upon the occurrence of any event of default by Tenant, Landlord may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of Rent and any other damage, injury, expense or liability caused to Landlord by such event of default, and Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not then in default hereunder (notice thereof having been given by Landlord), any remaining balance of the Security Deposit shall be returned by Landlord to Tenant upon termination of this Lease. Landlord shall transfer the Security Deposit in connection with the transfer of its interest in this Lease to any successor or assignee and thereafter, Tenant shall look to Landlord's transferee for return of the Security Deposit.

**ARTICLE 4**  
**OPERATING COSTS, TAXES**

Section 4.01 - Operating Costs

Along with Minimum Rent and as part of Additional Rent, Tenant covenants to pay its share of all costs of maintaining, repairing, operating and insuring the Common Areas portions located within any portions of the Shopping Center owned or managed by Landlord, including the cost of resealing, repairing, patching, repaving, replacement and restriping of the parking areas and the cost of repaving, patching or replacing of the roof of any building in any portions of the Shopping Center owned by Landlord, and the common detention facility and access roadways, plus (i) management fees or (ii) an administrative cost equal to fifteen percent (15%) of the foregoing costs, whichever is greater (collectively, "Operating Costs").

Tenant's share of Operating Costs or Taxes (the "Tenant's Share") shall be determined by multiplying the Operating Costs or Taxes for a calendar year by a ratio, the numerator of which is the gross leasable area of the Premises (measured from the center line of demising wall and to the exterior faces of exterior walls or windows) and the denominator of which shall be the total number of square feet of leasable floor space located within any portions of the Shopping Center owned or managed by Landlord ("Gross Leasable Area"), without exclusions, except as follows: (a) if any tenant or occupant pays real estate taxes on its parcel at its own expense, then such real estate taxes on that parcel shall not be included in the Taxes herein and Tenant's Share of Taxes on the remainder of the Shopping Center shall be calculated based on the Gross Leasable Area, less the leasable area of such tenant or occupant; (b) if any tenant or occupant pays insurance on its parcel or building at its own expense and Landlord is not required to carry property or liability insurance on any portion of said party's parcel or building, then the cost of such insurance on that parcel shall not be included in the Insurance herein and Tenant's Share of Insurance on the remainder of the Shopping Center shall be calculated based on the Gross Leasable Area, less the leasable area of such parcel or building; or (c) if any tenant or occupant maintains the Common Areas on its parcel at its own expense, then such expenses for that parcel shall not be included in Operating Costs herein and Tenant's Share of Operating Costs on the remainder of the Shopping Center shall be calculated based on the Gross Leasable Area, less the leasable area of such tenant or occupant. Landlord shall estimate these costs annually and Tenant covenants to pay one-twelfth (1/12th) of such estimated amount monthly, along with its monthly installment of Minimum Rent. Beginning in the third (3<sup>rd</sup>) full calendar year after the Commencement Date and for each subsequent calendar year (including any partial calendar year), Tenant's Share of the Operating Costs shall not increase above Tenant's Share of the Operating Costs actually payable by Tenant for the immediately prior calendar year (including any partial calendar year) by more than the lesser of (i) the actual increase in Tenant's Share of the Operating Costs for said calendar year and (ii) five percent (5%), calculated on a non-cumulative basis and pro-rated, as applicable for any partial calendar year, excluding from such five percent (5%) limit any Operating Costs which is not a Controllable Operating Cost. "Controllable Operating Costs" are all Operating Costs except for such costs, expenses (and premiums) actually paid by Landlord and charged by third-party providers for utility service provided to the Common Areas, insurance to be carried

by Landlord pursuant to this Lease, security services (if any) provided to the Common Areas, and the removal of snow and/or ice from the Common Areas

Landlord shall provide to Tenant a written reconciliation of actual Operating Costs to payments received from Tenant by May 1 of the succeeding calendar year or such reasonable time thereafter (in Landlord's determination). Any excess payments by Tenant shall be applied towards next month's (or months') Operating Costs and any shortage shall be paid to Landlord with Tenant's next Rent payment. Tenant's share of Operating Costs shall be prorated for any partial calendar year hereunder. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligation hereunder. Landlord estimates Tenant's Share of the Operating Costs, Taxes and insurance for calendar year 2017 at \$3.55 per square foot of the Premises.

#### Section 4.02 - Taxes

Throughout the Lease Term, Tenant shall pay monthly as Additional Rent its Tenant's Share of Taxes. "Taxes" mean all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including state or local imposed sales taxes on Rent of any kind whatsoever (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the portions of the Shopping Center owned by Landlord, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes also include the costs (including, without limitation, fees of attorneys, consultants or appraisers) of any negotiation, contest or appeal pursued by or on behalf of Landlord and relating to the portions of the Shopping Center owned by Landlord. Taxes exclude any income, transfer, profit, inheritance or franchise tax which may be imposed upon Landlord. Tenant's Share of Taxes shall be computed by multiplying Taxes by the fraction utilized in Lease Section 4.01. Landlord shall estimate Taxes annually and Tenant covenants to pay one-twelfth (1/12th) of Tenant's Share of such estimated amount monthly, along with its monthly installment of Minimum Rent. Landlord shall reconcile Tenant's Share of actual Taxes to payments received from Tenant by May 1 of the succeeding calendar year or such reasonable time thereafter (in Landlord's determination). Should Tenant's Share of Taxes be underestimated, Tenant shall pay any deficiency with the next payment of Minimum Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment of Taxes. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant from its obligation hereunder. Landlord estimates the Taxes for the first Lease Year at \$1.80 per square foot of the Premises.

#### **ARTICLE 5 GUARANTY**

Tenant shall provide Landlord with a guaranty of Tenant's lease obligations under this Lease in the form attached as *Exhibit "D"*, from a guarantor or guarantors acceptable to Landlord in its

sole discretion. The obligations of this Article 5 are a material consideration to Landlord without which Landlord would not have entered into this Lease.

**ARTICLE 6  
UTILITIES**

Tenant shall contract and pay for all utilities used or consumed in the Premises, including any tap-in, connection and metering fees which may be charged by the applicable utility supplier. In the event any such utilities are submetered for the Premises, Tenant shall pay all costs and charges for utilities used at the Premises based on the submeter, otherwise, for any such utilities provided through a master meter serving more than just the Premises, Tenant shall pay its proportionate share of the utility charge as estimated by Landlord to be attributable to the Premises. If Tenant fails to pay such charges when due, then Landlord may pay such charge on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, promptly upon demand, along with an administrative charge of Fifty and No/100ths Dollars (\$50.00). Landlord is not responsible for any interruption or curtailment in utility services. If, however, such interruption or curtailment is caused by the act of Landlord's agents or employees, Landlord shall use prompt and reasonable efforts to restore said utility.

**ARTICLE 7  
INSTALLATION, MAINTENANCE, OPERATION AND REPAIR**

Section 7.01 - Tenant Installation of Fixtures and Other Changes

Tenant shall, at Tenant's sole cost and expense, install first class trade fixtures and equipment required to operate its business. All trade fixtures, signs or other personal property installed in the Premises by Tenant shall remain its property and may be removed at any time, provided that Tenant is not in default and that the removal thereof does not cause, contribute to or result in Tenant's default hereunder. Tenant shall, at its expense, promptly repair any damage to the Premises. Tenant may make changes or alterations to the interior of the Premises without the consent of Landlord; provided, however, that any alterations that would alter the structural integrity of the Premises or exterior of the building shall be subject to Landlord's prior approval, which may be withheld at Landlord's sole discretion. The term "trade fixtures" excludes carpeting, floor coverings, attached shelving, lighting fixtures, wall coverings or similar Tenant improvements, all of which shall become the property of Landlord upon surrender of the Premises. Any work permitted shall be at Tenant's sole cost and expense and be done in a good and workmanlike manner in compliance with all governmental requirements, and the Handbook without any liens attaching to the Premises or any portions of the Shopping Center owned by Landlord. Any improvement or alteration to the Premises required because of Tenant's actual or contemplated use of the Premises shall be Tenant's obligation to undertake and complete at its expense.



### Section 7.02 - Non-Premises Maintenance by Landlord

Landlord shall keep the exterior supporting walls, foundations, roof, sprinkler system (if any), gutters and downspouts of the Premises in good repair. Landlord shall not repair, maintain, alter or perform any other repairs to the Premises including any plumbing, ventilating, electrical, air conditioning or other mechanical installations, but, to the extent not caused by the action or inaction of Tenant or its agents, employees or independent contractors, shall repair the plumbing, sanitary sewer, electrical and water lines to their entry point into the Premises. Landlord shall maintain and keep in good repair the Common Areas within the portions of the Shopping Center owned or managed by Landlord. Except as provided in Article 9 hereof, Landlord shall have no responsibility whatsoever to make any repairs in the Premises resulting from (a) any alterations, modifications or improvements made by or on behalf of Tenant, (b) the installation of Tenant's property, fixtures (trade or otherwise), equipment or inventory, (c) Tenant's use or occupancy of the Premises in violation hereof or in a manner not contemplated by Landlord as of the date hereof, or (d) the acts or omissions of Tenant, its employees, agents, contractors, sub-tenants, invitees, licensees or customers.

### Section 7.03 - Premises Maintenance By Tenant

Except for Landlord's maintenance responsibilities as provided in Section 7.02, Tenant shall, at Tenant's expense, keep the Premises and appurtenances thereto, including all glass, in good order, condition and repair and in a clean, pleasant, sightly, sanitary and safe condition and free from loiterers. If Tenant fails to do so, Landlord, after notice, may perform these duties and Tenant agrees to reimburse Landlord the reasonably incurred costs upon ten (10) days' request. Tenant shall make any and all additions, improvements, alterations and repairs to or on the Premises, other than those required for load-bearing interior walls and the roof, foundation or exterior walls, required by any lawful authorities or insurers. Landlord may deal directly with any authorities respecting their requirements for additions, improvements, alterations or repairs. Through a licensed or qualified contractor reasonably approved by Landlord, Tenant shall cause to be performed all maintenance on the Premises and its systems and equipment, other than the sprinkler system, in a good and workmanlike manner including the monthly changing of heating, ventilating and air conditioning filters and lubrications, adjustments, and inspections and shall provide evidence of such maintenance within thirty (30) days of Landlord's request. Tenant, at its expense, shall retrofit, replace and/or repair such systems, equipment and all components thereof as required to maintain such systems in good working order and repair. Upon prior notice, Landlord, through an independent contractor, may undertake HVAC maintenance at competitive rates and charge Tenant for such maintenance as Additional Rent and in such event, Tenant covenants to pay such charges. Any and all roof penetrations and sprinkler changes required by Tenant's Work or for Tenant to comply with this Section 7.03 shall be made at Tenant's cost but at a competitive price by Landlord's independent roofing and sprinkler contractors, respectively.

#### Section 7.04 - Signs, Awnings and Canopies

No exterior door, wall or window signs, awnings or canopies nor any lighting or protruding object or any decoration, lettering or advertising matter on any exterior door, wall or window of the Premises is permitted without compliance with any applicable ordinance, the Declarations, the Shopping Center Sign Criteria and Landlord's advance written consent; provided, however, that subject to the sign package allowed by any applicable ordinance, the Declarations, the Shopping Center Sign Criteria and Landlord's advance written consent, Tenant may install its standard storefront sign on the façade and the exterior side of the Premises. Notwithstanding the foregoing, upon Landlord's prior consent, which shall not be unreasonably withheld, Tenant shall have the right to place a "Coming Soon" (or similar message) temporary banner (for no longer than two (2) weeks) on the exterior of the Premises provided such signs comply with the applicable ordinance. In any event, Tenant shall maintain any local authority and Landlord approved sign, canopy, prior decoration, lettering or advertising matter in good condition and repair and shall obtain any and all permits or licenses required by applicable governmental authorities.

#### Section 7.05 - Liens

No encumbrances, charges or liens against any portions of the Shopping Center owned by Landlord shall exist because of any action or inaction by Tenant or its independent contractors. Tenant shall discharge by bond or otherwise within ten (10) days of notice of its existence, any lien, encumbrance or other charge arising in violation of this Section, and Tenant's failure to discharge the same shall constitute a default under this Lease. If Tenant fails to discharge any lien, encumbrance or other charge, Landlord may, but shall not be required to, discharge the same by bond or otherwise on behalf of Tenant. In such event, Tenant shall reimburse Landlord for the cost of such bonding or discharging, all fees, penalties and interest pursuant to Section 3.06 hereof, and Landlord's actual legal fees incurred in connection therewith, payable to Landlord within five (5) days of Tenant's receipt of a statement from Landlord.

#### Section 7.06 - Surrender of Premises

Upon termination, Tenant shall surrender the Premises in the same condition as the date Tenant opened for business, reasonable wear and tear and loss due to casualty and condemnation excepted, and shall surrender all keys for the Premises to Landlord. Tenant must remove all its trade fixtures and personal property and, if requested, any other installation, alterations or improvements made by Tenant and shall repair any damage caused thereby.

#### Section 7.07 - Compliance with Laws

Landlord shall be solely responsible for any and all repairs, improvements, modifications or changes of any kind whatsoever that are required to be made to the areas of the Shopping Center owned by Landlord outside of the Premises as a result of applicable laws, codes, rules, statutes and regulations, unless as a result of Tenant's specific use of the Premises or Tenant's alterations

to the Premises. Tenant shall be solely responsible for any and all repairs, improvements, modifications or changes to the Premises as a result of any applicable laws, codes, rules, statutes and regulations.

## ARTICLE 8 INSURANCE

### Section 8.01 - Tenant's Coverage

Tenant shall obtain and maintain in full force during the Lease Term and any additional time that Tenant possesses or is otherwise responsible for all or any portion of the Premises the following types and amounts of insurance:

- (a) **Commercial Liability Insurance**, with contractual liability broad form general liability endorsement, insuring Tenant, Landlord and any other person designated by Landlord, against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of any construction work being done on the Premises, or arising out of the condition, use, or occupancy of the Premises, or in any way occasioned by or arising out of the activities of Tenant, its agents, contractors, employees, guests, invitees or licensees in the Premises or any portions of the Shopping Center owned by Landlord, the limits of such policy or policies to be in amounts not less than Two Million Dollars (\$2,000,000.00) for each occurrence combined single limit. Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease and, if alcoholic beverages are sold, served, consumed or obtained in the Premises (but subject in all events to the Permitted Use provisions of this Lease) shall include liquor liability coverage. The minimum limits of the commercial general liability policy of insurance herein set forth shall be subject to increase at any time, and from time to time, so long as such increases are consistent with the minimum limits required by reasonably prudent owners and managers of first class retail shopping centers within Dawson County, Georgia. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand.
- (b) **Property Insurance**. All-risk or "special form" property insurance in an amount adequate to cover loss of the replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, Tenant's leasehold improvements and betterments, and all other contents located or placed in the Premises.
- (c) **Boiler or Machinery Insurance** covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on, adjoining, above or beneath the Premises, in the amount of Five Hundred Thousand Dollars (\$500,000.00).
- (d) **Business Interruption Insurance** covering those risks referred to in subparagraphs (b) and (c) above and in an amount sufficient to replace one year's lost gross earnings, such

earnings being defined as the difference between Gross Receipts and the cost of goods sold.

- (e) **Workers' Compensation Insurance** covering all persons employed, directly or indirectly, in connection with any work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the laws of the State where the Premises is located or of the United States.

Such coverage shall (i) name Tenant as insured, (ii) name Landlord, Landlord's lender, Landlord's managing agent and any other party reasonably requested by Landlord as additional insureds, and (iii) be considered primary, regardless of any insurance carried by Landlord. Tenant shall deliver copies of policies or certificates thereof to Landlord no later than ten (10) days prior to the Commencement Date, which certificates shall reflect that the policies shall not be canceled or amended with respect to Landlord or its designees or the Premises except upon thirty (30) days' prior written notice by the insurance company to Landlord and any such designees. However, if any work is to be performed for Tenant's improvements, such certificate shall be delivered to Landlord prior to commencement of any improvements. Tenant's failure to provide the required insurance shall constitute a default under the Lease. If Tenant fails to obtain the necessary coverages, Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and charge Tenant as part of Additional Rent payable with the next due installment of Minimum Rent. Tenant's property insurance coverage shall include a waiver of subrogation against Landlord.

#### Section 8.02 - Increase in Fire or Environmental Insurance Premium

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article or service, or do anything in or about the Premises, which may be prohibited by or increase the premiums under Landlord's property or liability insurance policy or which is prohibited by any local, state or federal agency. If due to a violation of the preceding sentence the insurance rates applicable to any policies of insurance carried by Landlord covering any portions of the Shopping Center owned by Landlord shall be increased, Tenant agrees to pay Landlord, within ten (10) days after Landlord's demand therefor, the entire portion of the premiums for said insurance which shall be attributable to such higher rates.

#### Section 8.03. - Landlord's Coverage

Landlord shall self insure or maintain adequate public liability and property and rental loss insurance covering the portions of the Shopping Center owned or managed by Landlord, as Landlord may solely determine. Landlord shall have the right to insure and maintain the insurance coverages set forth herein under blanket insurance policies covering other shopping centers operated by Landlord so long as such blanket policies comply as to terms and amounts with insurance provisions set forth in this Lease. Tenant agrees to pay Tenant's Share of the cost

of insurance procured by Landlord, all in accordance with Section 4.01. Landlord shall waive any property damage claims against Tenant to the extent of Landlord's insurance.

Section 8.04 - Waiver of Subrogation

Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action, or cause of action against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, any portions of the Shopping Center owned by Landlord, any improvements thereto or any of the contents thereof, to the extent that such loss or damage is covered by the fire and casualty insurance required to be carried hereunder, regardless of cause or origin, including but not limited to negligence of Landlord or Tenant or their agents, officers and employees. Because this paragraph will preclude the assignment of any claim mentioned in it by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease agrees immediately to give to each insurance company which has issued to it policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this paragraph. In the event that either party's insurer refuses to provide the requested endorsement despite the exercise of good faith, diligent efforts by the insured party, the waiver and release of the party whose insurer refuses to provide such endorsement shall be invalid until such time as such endorsement is again provided. Landlord and Tenant acknowledge that the waivers and releases set forth in this Section are intended to result in any loss or damage which is covered by insurance being borne by the insurance carrier of Landlord or Tenant, as the case may be, or by the party having the insurable interest if such loss is not covered by insurance and this Lease required such party to maintain insurance to cover such loss. Landlord and Tenant agree that such waivers and releases were freely bargained for and willingly and voluntarily agreed to by Landlord and Tenant and do not constitute a violation of public policy.

Section 8.05 - Indemnification

Tenant warrants to protect, defend, indemnify and hold Landlord and Landlord's members, partners and managing agent harmless from and against any and all claims, damages, liabilities or expenses arising out of or from (i) Tenant's use of the Premises, (ii) any breach or default in the performance of any obligation of Tenant, (iii) any act, omission or negligence of Tenant, its sublessees, assignees, licensees or concessionaires or any of their respective agents, employees and contractors. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, or for any personal injury, from any cause whatsoever.

**Article 9**  
**DAMAGE AND DESTRUCTION**

Section 9.01 - Fire, Explosion or Other Casualty (an Occurrence)

Tenant shall immediately give notice to Landlord of any damage to the Premises. If the Premises is damaged by a fire, explosion or other casualty (an "Occurrence") to an extent of less than fifty percent (50%) of the cost of replacement of the Premises, the damage, except as provided in Section 9.02, shall promptly be repaired by Landlord subject to this Section. Landlord shall not be required to repair or replace Tenant's improvements, alterations and additions, inventory, fixtures, furniture, furnishings, floor coverings, equipment and other personal property. If such damage occurs and (i) Landlord is not required to repair as provided above, or (ii) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (iii) the building of which the Premises is a part is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, irrespective of damage to the Premises, or (iv) the buildings (taken in the aggregate) in the Shopping Center owned by Landlord shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement, irrespective of damage to the Premises, then Landlord may repair or rebuild the Premises or the building(s), or terminate this Lease upon notice of such election in writing to Tenant within ninety (90) days after the Occurrence. If the Occurrence renders forty percent (40%) or less of the Premises untenable and Tenant does not utilize the portion rendered untenable, a proportionate abatement of the Rent shall be allowed from the Occurrence date until the date Landlord substantially completes its work, said proportion to be computed on the basis of the relation which the gross square footage of the untenable space bears to the floor area of the Premises. If more than forty percent (40%) of the Premises is rendered untenable, and Tenant does not utilize the entire Premises for any purpose, then if and until Landlord restores it to the condition they were in on the Commencement Date, Rent shall abate until substantial restoration. If any Occurrence precludes twenty-five percent (25%) or more of the Premises' use by Tenant and less than twelve (12) months remain on the then current term, notwithstanding any of the other provisions of this Section, Landlord shall have no obligation to repair or rebuild unless Tenant, within thirty (30) days of the Occurrence, irrevocably exercises its next option, if any, to extend this Lease. If no such option exists and less than twelve (12) months remain in the term, Landlord shall have no obligation to restore or rebuild. In no event shall Rent abate or shall any termination occur if damage to or destruction of the Premises is the result of negligence or willful act of Tenant, or Tenant's agents, employees, representatives, contractors, successors or assigns, licensees or invitees.

Section 9.02 - Landlord's and Tenant's Work

Upon an Occurrence, Landlord need only repair as is necessary to place the Premises in the same condition as when possession was initially delivered to Tenant, to the extent of insurance proceeds made available to Landlord specifically for such repair; provided, however, Landlord shall not be required to rebuild or restore any portion of Tenant's Work or of any additional work performed by Landlord on behalf of Tenant. Immediately thereafter, Tenant shall, at Tenant's

expense, promptly perform Tenant's Work and shall repair or replace its inventory, fixtures, personal property, and if applicable shall promptly reopen for business.

## **ARTICLE 10 CONDEMNATION**

### Section 10.01 - Condemnation

If any or part of the Premises is rendered unusable because of a taking via eminent domain (or via a deed in lieu thereof), or if any part of the Shopping Center owned by Landlord is taken and its continued operation is not in Landlord's opinion economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. In the event of a partial taking that does not result in the termination of this Lease, Minimum Rent shall be proportionately reduced according to the part of the Premises remaining usable by Tenant.

### Section 10.02 - Condemnation Award

All compensation awarded or paid for any taking shall be the property of Landlord and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation. Nonetheless, Landlord shall not be entitled to any award specifically made to Tenant for moving expenses or for the taking of the unamortized portion of Tenant's trade fixtures, furniture or leasehold improvements, based upon the earlier to occur of the expiration of the useful life thereof or the amount of time remaining in the then term hereof.

### Section 10.03 - Landlord's and Tenant's Work

If this Lease is not terminated as provided above, Landlord shall promptly repair such structural portions of the Premises as may be necessary for Tenant to operate its business, to the extent of condemnation proceeds made available to Landlord specifically for such purpose. Promptly following such repair, Tenant shall, at Tenant's expense, perform Tenant's Work required pursuant to the attached Handbook and shall timely open and operate and otherwise conform to the requirements of this Lease.

## **ARTICLE 11 DEFAULT AND REMEDIES**

### Section 11.01 - Default

The happening of any one (1) or more of the following shall be deemed to be an event of default under this Lease:

(a) Tenant or any Guarantor shall make an assignment for the benefit of its creditors which assignment is not withdrawn within five (5) days after Landlord mails notice of such default to Tenant;

(b) The institution of proceedings in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of Tenant or a Guarantor, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant or a Guarantor, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein are not discharged within fifteen (15) days after the institution of such proceedings;

(c) The doing, or permitting, or any act by Tenant which creates a lien against the land or building of which the Premises is a part and the same not being released within fifteen (15) days after the lien is filed:

(d) Failure of Tenant to cause Landlord to receive payment of any installment of Rent or other charges or money obligation herein required to be paid by Tenant to Landlord by 5:00 p.m. on the date when such payment is due and payable;

(e) Any representation, warranty, or statement made by Tenant, in this Lease or in any other information provided by Tenant or any Guarantor to Landlord with respect to the identity, net worth, liabilities, assets, business or financial condition of Tenant or any Guarantor, or any other matter, shall prove to be untrue or misleading;

(f) Tenant's abandonment of the Premises or Tenant's failure to conduct business in the Premises as required by the Lease; or

(g) Failure of Tenant to comply with any covenant or provision of this Lease, including its Exhibits (except those described in 11.01 (a) through (f)), within ten (10) days after Landlord mails such notice of default to Tenant; provided, however, if Tenant shall default in the performance of any such covenant or provision of this Lease two (2) or more times in any twelve (12) month period, then notwithstanding such defaults have each been cured by Tenant, any further similar default shall be deemed an event of default without the ability for cure.

In the event of Tenant's default, Landlord may without further notice (i) terminate this Lease, whereupon Tenant shall pay to Landlord on demand any and all damages suffered by Landlord thereby, and, in addition thereto, Landlord may declare to be due and payable immediately, the then present value (calculated with a discount factor of eight percent [8%] per annum) of the difference between (x) the entire amount of Minimum Rent, Additional Rent and other charges and assessments which in Landlord's reasonable determination would become due and payable during the remainder of the Lease Term (in the absence of the termination of this Lease), and (y) the then fair market rental value of the Premises for the remainder of the Lease Term. Upon the recovery of such amounts, Tenant agrees to pay the same at once, in addition to all Minimum Rent, costs, charges, Additional Rent, assessments, and reimbursements theretofore due; provided, however, that such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Tenant's failure to comply with the terms and provisions of this Lease (Landlord and Tenant agreeing that Landlord's actual damages in such event are



impossible to ascertain and that the amount set forth above is a reasonable estimate thereof), (ii) terminate Tenant's right to possession without terminating this Lease or (iii) without terminating this Lease re-enter and resume possession of the Premises (disregarding whether the Lease terminated as a matter of law). In all such events, Tenant covenants to pay all remaining Minimum Rent, costs, charges, Additional Rent, assessments, and reimbursements that shall come due during the original Lease Term. In addition, Tenant shall be responsible for all expenses incurred by Landlord in regaining possession and in reletting the Premises, until such time, if any, as Landlord relets same and the Premises is reoccupied. Landlord shall have no obligation or duty to relet the Premises or to mitigate its damages. Upon reletting, sums received from such new lessee shall be applied first to payment of costs incident to reletting and regaining possession; then to any indebtedness to Landlord from Tenant other than for Minimum Rent; and any remaining excess shall then be applied to the payment of Minimum Rent due and unpaid. The balance, if any, between all amounts to be received and sums received by Landlord on reletting, shall be paid by Tenant to Landlord in full, within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of reletting that remain following application of the proceeds as above and Landlord shall be entitled to same as a brokerage fee for reletting the Premises.

#### Section 11.02 - Rights and Remedies

Landlord may exercise any or all remedies in this Lease or otherwise available at law or in equity. Upon reasonable notice to Tenant, Landlord shall have the right, but not the obligation, to cure any breach by Tenant at Tenant's cost and expense. Tenant shall reimburse Landlord for such expense upon demand plus any other sums due under Section 3.06 hereof.

#### Section 11.03 - Bankruptcy

If Landlord cannot terminate this Lease or Tenant's right to possession because of law, then Tenant, as a debtor in possession or on behalf of any trustee for Tenant, shall; (i) within the statutory time, assume or reject this Lease and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. In such event, Tenant or any trustee for Tenant may only assume this Lease if (A) it cures or provides adequate assurance that it will promptly cure any default hereunder, (B) it compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (C) it provides adequate assurance of performance during the Lease Term of all of the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance shall include, without limitation, adequate assurance (1) of the source of Rent reserved hereunder, and (2) that the assumption of this Lease will not breach any provision hereunder.

Section 11.04 - Attorney's Fees and Acceleration

If Landlord requires an attorney to judicially enforce any of the provisions of this Lease, Landlord shall be entitled to all reasonable expenses and costs incurred by it without regard to the applicability of O.C.G.A. § 13-1-11 or any other fee-limiting statute. If Tenant ceases operations within the Premises in violation of this Lease, Landlord may accelerate all amounts due under this Lease for the remainder of the term as provided in Section 11.01 above. This Section 11.04 shall survive the expiration or termination of this Lease.

**ARTICLE 12**  
**ASSIGNMENT AND SUBLETTING**

Section 12.01 - Covenant Not to Assign or Sublet Without Consent

Tenant covenants that it will not assign, mortgage or encumber this Lease, nor sublease the Premises, or permit the Premises or any part of the Premises to be used or occupied by others whether voluntarily or by operation of law, without the prior written consent of Landlord in each instance. The transfer of a majority of Tenant's outstanding stock or partnership interests shall be deemed an assignment for all purposes of this Lease. Any assignment or sublease made without Landlord's consent shall be void. Upon receipt of a request for consent to any assignment or sublease, Landlord shall have the right to (a) consent to such assignment or sublease, (b) deny its consent to such assignment or sublease, subject to the terms hereof, or (c) elect to terminate this Lease and recapture the Premises. Without limiting Landlord's right to terminate the Lease and recapture the Premises in Landlord's sole discretion, if Tenant conforms with Section 12.02 below, Landlord shall not unreasonably withhold its consent to the assignment or sublease.

Section 12.02 - Conditions for Landlord's Consent to Assign or Sublease

The granting of consent by Landlord shall be preconditioned upon the fulfillment of the following requirements: (1) Landlord shall be provided with at least thirty (30) days' written notice prior to any proposed assignment or subletting; (2) Tenant shall remain primarily liable under this Lease and shall guaranty the Lease if Landlord so requests; (3) any proposed assignee or sublessee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant; (4) no use shall be employed in connection with the Premises other than the Permitted Use set forth in this Lease; (5) the Premises shall remain intact unless Landlord agrees to the contrary; (6) the successor shall have a good reputation in the area, have reasonable experience in operating a business for the Permitted Use and be financially capable of fulfilling its obligation; (7) any use of the Premises permitted hereunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws, nor will it violate any other agreements affecting the Premises, any portions of the Shopping Center owned by Landlord or Landlord; (8) Tenant shall pay all reasonable attorney's fees or other costs associated with Landlord's review and approval of a prospective assignee or sublessee; and (9) Tenant will not sublet or assign to an existing Shopping Center tenant, or to a person or entity with whom

Landlord has negotiated for premises within any portions of the Shopping Center owned or managed by Landlord the preceding six (6) months. If Landlord improperly denies its consent to a sublease or assignment, Tenant's sole remedy shall be in equity.

Section 12.03 - Assignment in Violation of Article

No occupancy by any party other than Tenant or collection of Rent by Landlord will be deemed (i) a waiver of the provisions of this Article; or (ii) the acceptance of the assignee, subtenant or occupant as tenant, or (iii) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease shall not relieve Tenant from obtaining Landlord's prior written consent in writing to any further assignment or sublease. No permitted subtenant shall assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others.

**ARTICLE 13  
RIGHT OF ENTRY**

Landlord or its agents may enter the Premises for any reasonable purpose and to bring and store necessary repair materials without any liability to Tenant. Landlord shall use reasonable efforts to minimize any disruption to Tenant's business caused by such entry. During the four (4) months before the end of the Lease Term or any renewal term, Landlord may place upon the Premises "To Let" or "For Rent" notices.

**ARTICLE 14  
SUCCESSION TO LANDLORD'S INTEREST**

Section 14.01 - Attornment, Subordination and Estoppel Certificates

Tenant shall attorn (recognize) and be bound to any of Landlord's assigns or successors under this Lease in accordance with all of the Lease terms, covenants and conditions. The term "Landlord" as used herein shall include any successor to Landlord's interest hereunder. This Lease is subject and subordinate to the present and all future mortgages, deeds to secure debt or deeds of trust and their liens and to all renewals, modifications, consolidations, replacements and extensions thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such mortgagees or trustees, and upon demand Tenant shall promptly execute all documents evidencing its subordination and willingness to attorn to the future holders of mortgages, deeds to secure debt or deeds of trust. Within ten (10) days after Landlord's request, Tenant shall provide Landlord with audited financial statements and/or return all Estoppel Letters or Certificates submitted by Landlord.

Section 14.02 - Notice to Lender

Tenant shall give written notice to any holder of a mortgage, deed to secure debt, or deed of trust of which it has notice of any default of Landlord under the terms of this Lease. Tenant shall not exercise any remedies it may have by reason of such default until: (i) any cure period allowed to Landlord shall have expired without a cure having been effected; (ii) Tenant shall have given notice to such holder of its intention to exercise remedies with respect thereto; and (iii) such holder shall have failed to cure such default within thirty (30) days after receipt of such notice of its intention to exercise remedies, or, if such default is not solely a monetary default and is not reasonably susceptible of cure within such period, such holder shall have failed to take steps to cure Landlord's default within such period and shall thereafter fail diligently to cure such default.

**Article 15  
HOLDING OVER**

Tenant may not remain within the Premises after the day of Lease expiration without Landlord's prior written approval. With Landlord's approval, Tenant shall become a tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay two hundred percent (200%) of the Rent in effect as of the expiration date. If Tenant holds over without Landlord's written consent, Tenant also shall be a tenant at sufferance and shall pay twice the then effective Rent until Tenant surrenders possession. Nothing contained herein shall be interpreted to grant permission to Tenant to holdover or to deprive Landlord of any rights and remedies with respect thereto.

**ARTICLE 16  
HAZARDOUS SUBSTANCES**

(a) Neither Tenant, its successors or assigns, nor any permitted assignee, sublessee, licensee or other person or entity acting at the direction or with the consent of Tenant shall (i) manufacture, treat, use, store or dispose of any "Hazardous Substance" (as hereinafter defined) on the Premises, or any portions of the Shopping Center owned by Landlord or (ii) permit the "release" (as hereinafter defined) of a Hazardous Substance on or from the Premises, the Shopping Center or any part hereof unless the manufacturing, treatment, use, storage, disposal, or release of a Hazardous Substance is approved in writing by Landlord.

(b) Tenant covenants, at its cost and expense, to protect, indemnify, defend and save Landlord harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, or expenses of any kind or nature whatsoever (including, without limitation, attorney's fees and expert's fees) which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of any Hazardous Substance on, in, under or affecting the Premises, any portion of the Shopping Center owned by Landlord as a result of any act or omission by Tenant,

its successors or assigns, or any assignee, permitted sublessee, licensee or other person or entity acting at the direction, knowledge or implied consent of Tenant. Said indemnity shall survive the termination of this Lease.

(c) The term "Hazardous Substance" shall mean any waste, substance or material (i) identified in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may be amended from time to time ("CERCLA"), or (ii) determined to be hazardous, toxic, a pollutant or contaminant, under or regulated by, any federal, state, or local statute, law, ordinance, rule, regulation or judicial or administrative order or decision, as same may be amended from time to time, including, but not limited to, petroleum and petroleum products, asbestos and PCB's. The term "release" shall have the meaning given to such term in Section 101(22) of CERCLA.

## **Article 17 MISCELLANEOUS**

### Section 17.01 - No Waiver, Time of Essence

Landlord's acceptance of some act in violation of the terms of this Lease shall not prevent the Landlord from insisting upon the strict performance of that term at any other time. Time is of the essence of this Lease.

### Section 17.02 - Payments

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stated shall be other than on account. Any endorsement or statement on a check or any accompanying letter is void, and Landlord may accept such check or payment without prejudice to right or remedy at law or in equity or provided in this Lease. Unless required by law, by court order or as otherwise provided herein, any payments made by Tenant hereunder shall be applied in the following order against the following outstanding charges: (a) applicable state rent or sales tax (if any), (b) Minimum Rent, (c) Operating Costs, (d) Taxes and (e) any Rent or Additional Rent not covered by subparagraphs (a) through (d) above. Payments shall be applied within each of the foregoing categories against the sums first due and payable thereunder. Notwithstanding the foregoing, special billings shall be applied separately in accordance with the provisions hereof.

### Section 17.03 - Sole Agreement

This Lease is the sole agreement concerning the Premises and the portions of the Shopping Center owned by Landlord. All prior negotiations, considerations and representations have been incorporated herein. No course of prior dealings between the parties or their officers, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of the Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. No course of conduct shall constitute an amendment.

Section 17.04 - No Joint Venture

Landlord and Tenant are not partners or joint venturers.

Section 17.05 - Force Majeure

If Landlord or Tenant is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of either, the delayed party shall not be liable and the period of performance of any such act shall be extended for a period equivalent to the period of such delay. The foregoing is inapplicable to the payment of Rent and other charges unless due to an act arising after Tenant's mailing and affecting the physical delivery of the payment.

Section 17.06 - Notices

Any notice or correspondence required to be given under this Lease shall be in writing and delivered by hand delivery, sent by either United States certified mail, postage prepaid, return receipt requested, or overnight courier service, or sent by facsimile transmission and shall be addressed (i) if to Landlord, at the address provided in Section 1.01(B) for Landlord or at such other address as Landlord may designate by written notice, with a copy to Hartman Simons & Wood LLP, 6400 Powers Ferry Road, N.W., Suite 400, Atlanta, Georgia 30339, Attention: Robert D. Simons, Esq. (Bob.Simons@hartmansimons.com), and (ii) if to Tenant, at the address provided in Section 1.01(C) for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made, in which event notice shall be effective on mailing. Facsimile notices shall be effective upon receipt if confirmed within twenty-four (24) hours by any of the other foregoing methods.

Section 17.07 - Section Headings

The captions, section numbers, article numbers and index appearing are for convenience and do not define, limit, construe or describe the scope or intent of such Sections of this Lease nor in any way affect this Lease.

Section 17.08 - "Tenant"

"Tenant" shall mean each and every entity or person executing this Lease as a non-disclosed agent or if an agency relationship is disclosed then Tenant shall be the principal unless stated to the contrary or unless the agent is without authority to bind the principal to this Lease. If there is more than one Tenant, the obligations of each individual Tenant under this Lease shall be joint and several.

Section 17.09 - Brokers

Tenant and Landlord warrant that they have had no dealings with any broker or agent in connection with this Lease except Cooperating Broker, if any, whose commission shall be paid by Landlord pursuant to a separate written agreement, and Landlord and Tenant covenant to pay, hold harmless and indemnify each other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent utilized by the indemnitor other than Cooperating Broker with respect to this Lease or the negotiation thereof.

Section 17.10 - Partial Validity

The remainder of this Lease shall be enforceable if any section or clause is found invalid or unenforceable.

Section 17.11 - No Offer

The submission of this Lease to a prospective Tenant is not an offer, a reservation of or option for the Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

Section 17.12 - Governing Law

The Laws of the state in which the Shopping Center is located shall govern the validity, performance and enforcement of this Lease.

Section 17.13 - Successors and Assigns

This Lease is binding upon any and all successors in title and assigns of Landlord and Tenant. Landlord may assign this Lease without Tenant's consent.

Section 17.14 - Survival

Any obligation that by its nature is due after this Lease expires or is terminated, shall survive such expiration or termination, including but not limited to the provisions of Section 16 hereof.

Section 17.15 - Waiver of Claims

In any judicial action, Tenant shall not assert any permissive counterclaims nor shall Tenant or Landlord demand a jury trial.

Section 17.16 - Interpretation

Highlighted language, if any, shall be of no greater or lesser force and effect than the remainder of this Lease. Any stricken language shall be treated as though it did not exist.

Section 17.17 - Tenant's Remedy

Tenant's remedy for any actual or alleged breach of any provision of this Lease by Landlord solely shall be the enforcement of that provision.

Section 17.18 - Authority

If Tenant is a corporation, the individual(s) executing this Lease warrants that s/he has full authority to execute and to bind Tenant to its terms and conditions pursuant to a current resolution of the Tenant's Board of Directors, which resolution shall be promptly provided upon request.

Section 17.19 - Recording

Neither this Lease nor any memorandum hereof may be recorded without the express written consent of Landlord.

**Article 18  
LIMITED LIABILITY OF LANDLORD**

**NO LEVY OR EXECUTION AGAINST LANDLORD SHALL BE SATISFIED FROM ANY ASSETS OTHER THAN LANDLORD'S EQUITY INTEREST IN ANY PORTIONS OF THE SHOPPING CENTER OWNED BY LANDLORD. IN THIS LEASE, "LANDLORD" REFERS SOLELY TO THE OWNERS OF THE PORTIONS OF THE SHOPPING CENTER OWNED BY LANDLORD AT THE TIME OF ITS OR THEIR INTEREST, AND IN THE EVENT OF ANY SALE, DIVESTMENT, ASSIGNMENT OR TRANSFER OF LANDLORD'S INTEREST HEREUNDER, THE PRIOR OWNER(S) SHALL BE FOREVER DISCHARGED, RELEASED AND REMISED FROM THIS LEASE AND ALL OBLIGATIONS AND COVENANTS ARISING WITHIN IT.**

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*



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

**WITNESS:**

  
Name: \_\_\_\_\_


**LANDLORD:**

**HENDON-BRE DAWSON  
MARKETPLACE, LLC,**  
a Georgia limited liability company

By: Hendon - BRE Dawson Capital, LLC,  
a Georgia limited liability company,  
its sole member


By:   
J. Charles Hendon, Jr., Manager

**WITNESS:**

  
Name: David J. Sergio

**TENANT:**

**MP DAWSONVILLE, LLC,** a Georgia  
limited liability company

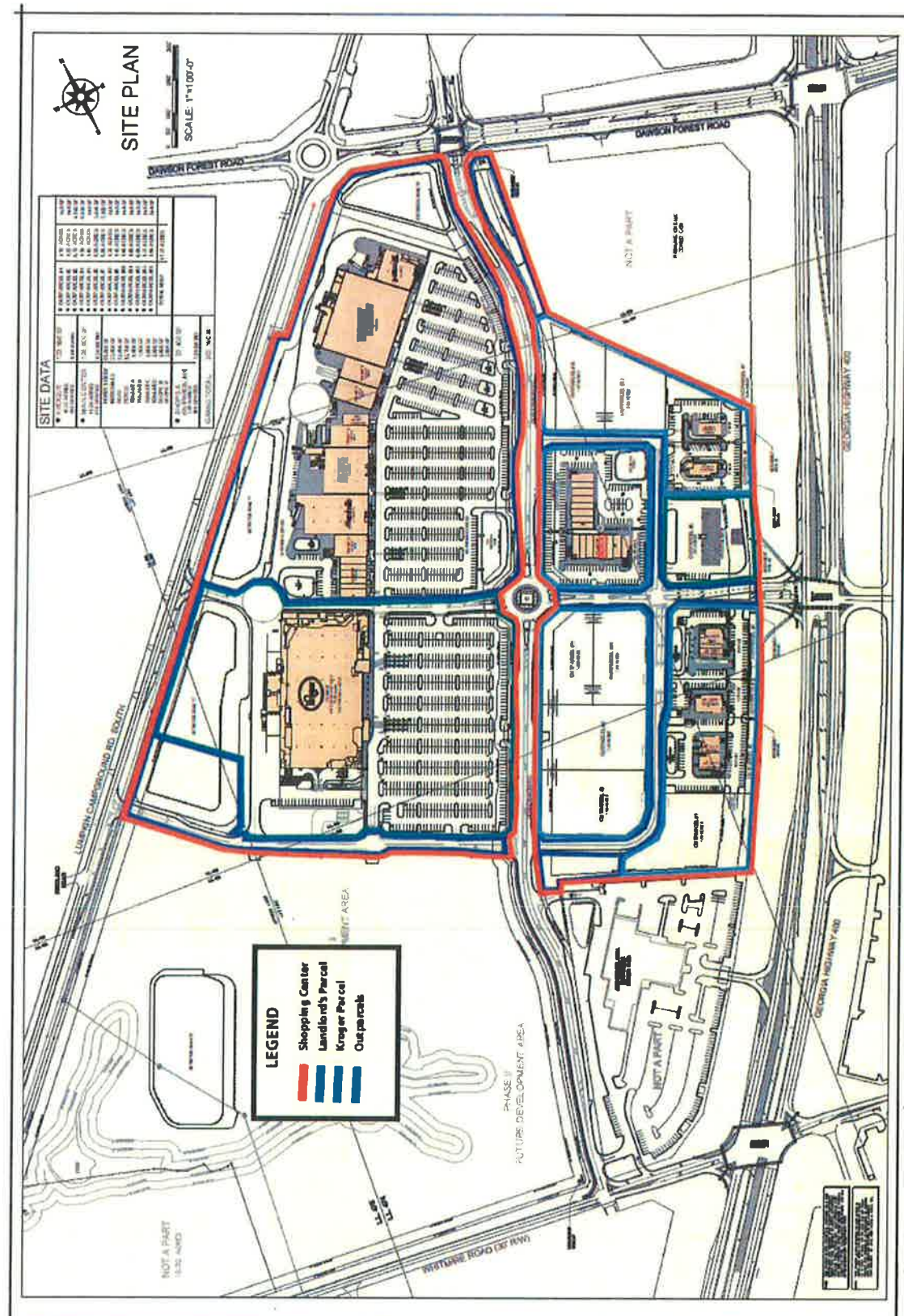
By:   
Name: Rajnikanti Patel  
Title: Member

**EXHIBIT A**

**SITE PLAN**

[SEE ATTACHED]

EXHIBIT A – Page 1



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OCTOBER 17, 2015  
SK-10



LOCATED AT  
GA 400 & DAWSON FOREST RD  
DAWSONVILLE, GEORGIA 30004



**Dawson**

ALEX MUKOZ & ASSOCIATES, INC.  
ARCHITECTURAL & ENGINEERING  
1000 W. MARKET STREET, SUITE 100  
DANVILLE, GA 31901  
706.785.1111  
www.alex-mukoz.com

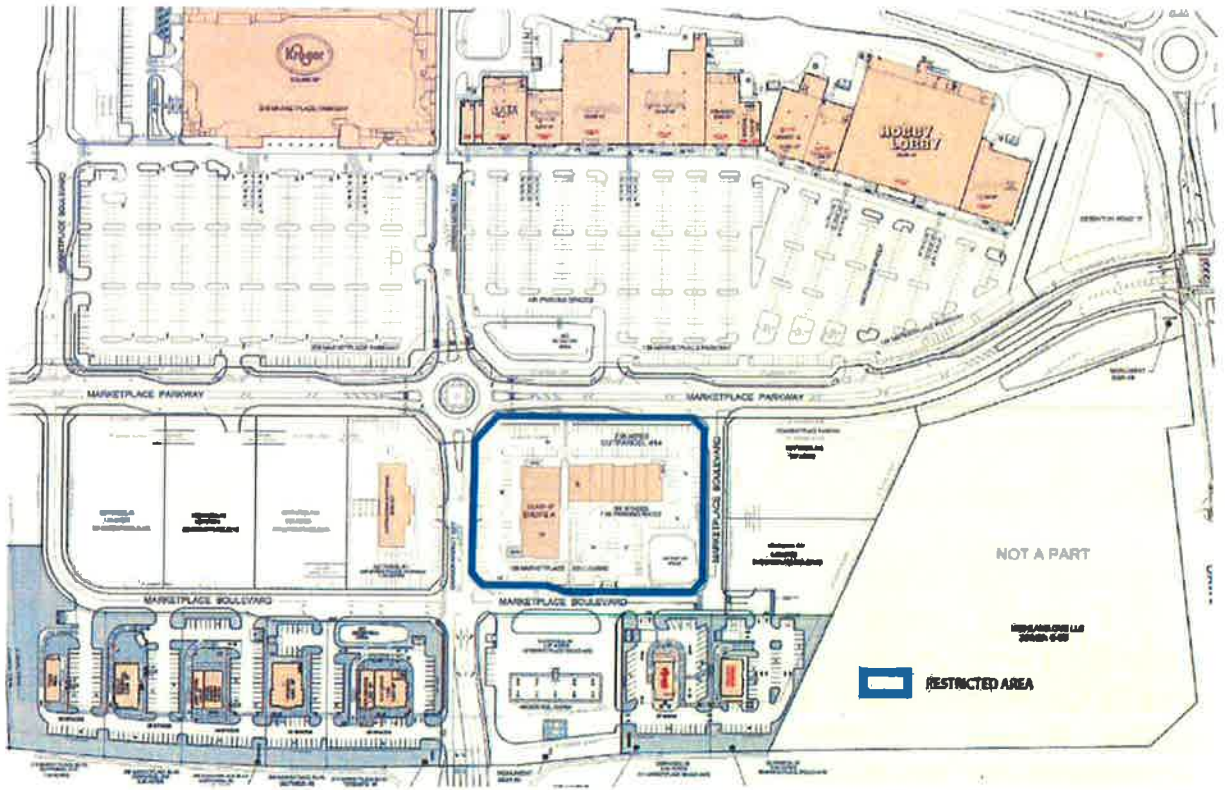


EXHIBIT A – Page 3

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**EXHIBIT B**

**HANDBOOK OF  
TENANT INFORMATION**

EXHIBIT B – Page 1

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**CERTIFICATES/DECLARATIONS**

EXHIBIT B -- SCHEDULE 1 -- Page 1

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**DELIVERY OF POSSESSION DATE CERTIFICATE**

LANDLORD:

TENANT:

SHOPPING CENTER:

LEASE DATE:

PREMISES NUMBER:

SQUARE FOOTAGE:

DELIVERY OF POSSESSION DATE:

Landlord and Tenant acknowledge and agree that the Premises described in the above referenced Lease have been delivered to Tenant for the performance of Tenant's Work (as said term is defined in the Lease) on Delivery of Possession Date noted above.

Tenant acknowledges that Tenant has received access to the above referenced space. Tenant understands that Tenant may not begin any construction in the Premises until Tenant has satisfied the insurance and other requirements for Tenant's occupancy of the Premises as referenced in the Lease.

Tenant acknowledges and agrees that all utilities will be transferred within five (5) working days from Delivery of Possession Date to avoid disconnection of service.

Tenant further acknowledges that all of the Landlord's Work, pursuant to said Lease, has been completed except as follows:

LANDLORD:

TENANT:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

EXHIBIT B – SCHEDULE 1 – Page 2

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**COMMENCEMENT AND TERMINATION DATE DECLARATION**

LANDLORD:

TENANT:

SHOPPING CENTER:

LEASE DATE:

PREMISES NUMBER:

SQUARE FOOTAGE:

Landlord and Tenant acknowledge and agree that Commencement Date of the above referenced Lease is \_\_\_\_\_ and the Termination Date of the Lease is \_\_\_\_\_.

LANDLORD:

TENANT:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

FINAL WAIVER OF LIEN

State of:

SS:

County of:

To whom it may concern:

WHEREAS, \_\_\_\_\_ (business name), doing business at \_\_\_\_\_ (address) has been retained by \_\_\_\_\_ to furnish \_\_\_\_\_ for the Premises known as Suite \_\_\_\_\_, \_\_\_\_\_ Shopping Center, \_\_\_\_\_ (street), (county) (city), \_\_\_\_\_ (state) and now, through its owner or duly authorized agent, wishes to waive and discharge all charges, liens or claims of liens whether now existing or capable of being asserted by virtue of work done at or within the Premises.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of \_\_\_\_\_ (\$) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned do(es) hereby forever waive and release any and all actual or potential liens or claims or notice or intent of lien under the statutes of the state in which the Premises is located relating to mechanic's, supplier's or artisan's, or any other charges of liens, on the above Premises and improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor or services, material, equipment, fixtures or apparatus heretofore furnished by the undersigned for the above Premises in accordance with any existing obligation of the undersigned at any time hereafter. All recipients of this Final Waiver shall be entitled to rely on the truth and accuracy of its contents.

The undersigned has placed his hand and seal below on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Business Name:

(Corporate Seal)

Signature:

Name:

Title:

*NOTE: If the waiver is for a corporation, the corporate name should be used, corporate seal affixed and the title of officer signing waiver should be set forth.*

STATE OF

SS:

COUNTY OF

BEFORE ME, the undersigned, a notary public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person and, (if applicable, Officer) whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the (business entity) and that he executed the same as the act of such \_\_\_\_\_ (business entity) for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this \_\_ day of  
, 20\_\_.

NOTARY PUBLIC

EXHIBIT B – SCHEDULE 1 – Page 5

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GENERAL CONTRACTOR'S AFFIDAVIT  
OF PAYMENT AND  
BALANCE DUE, IF ANY

STATE OF

SS:

COUNTY OF

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, being duly sworn, deposed and says that s/he is the \_\_\_\_\_ (title) of who is the General Contractor for the Tenant Improvement Work (hereinafter "Work") on the building located at Space No. \_\_\_\_\_, \_\_\_\_\_ Shopping Center \_\_\_\_\_ (street), \_\_\_\_\_ (County) (City), \_\_\_\_\_ (State) (all hereinafter identified as the "Premises"). The undersigned warrants that the total amount of the Work contract, between It/him/her and \_\_\_\_\_ (Tenant), including extras, licenses, fees and permits is \_\_\_\_\_ Dollars (\$) of which payment of \_\_\_\_\_ Dollars (\$) has been paid prior to this payment. The undersigned further warrants that the below waivers are true, correct and genuine and delivered unconditionally and that there is not legal or equitable claim which directly or indirectly affects said waivers. The following are the names and addresses of all those who have furnished material or labor, or both, for said Work and all others having contracts or sub-contracts for any portion of said Work or for material relating to the Work at the Premises and the amount due or to become due to each. The items identified include all labor and material required to complete all Work according to plans, specifications and code:

Subcontractors' and Suppliers Names and Addresses	Type of Work or Materials	Full Contract Price	Amount Previously Paid	This Payment	Balanc e Due

The undersigned warrants that there are no other implied or express, oral or written contracts for any Work on the Premises and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done, or in connection with, said Work other than above stated, and that no chattel mortgages, conditional sale contracts, security

agreements, financing statements or personal property leases have been given or are now outstanding as to any materials, fixtures, appliances, furnishings, or equipment placed upon or installed in or upon the Premises or Its Improvements. The undersigned intends that all recipients of this Affidavit shall rely on Its contents.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

General Contractor: \_\_\_\_\_

By: \_\_\_\_\_

*THIS AFFIDAVIT MUST BE NOTARIZED AND, IF THE LAST OR ONLY SUCH AFFIDAVIT, MUST BE ACCOMPANIED BY A DULY COMPLETED FINAL WAIVER AND RELEASE OF LIEN.*

STATE OF                    )  
                                  SS:  
COUNTY OF                )

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person and, if applicable, the officer whose name is subscribed to foregoing instrument, and acknowledged to me that the same was the act of the said \_\_ and that he executed the same as the act of such \_\_\_\_\_ for the purpose and consideration therein expressed, and in the same therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the \_\_\_\_ day of \_\_\_\_\_, 20

(Notary Public)

**LANDLORD'S WORK**

EXHIBIT B – SCHEDULE 2 – Page 1

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## LANDLORD'S WORK

Landlord, at its sole cost and expenses, shall perform or cause to be performed the following with regard to the Leased Premises and Shopping Center prior to delivery of the Leased Premises to Tenant. The work to be performed by Landlord shall be performed in accordance with all applicable local, state, county or federal codes. Landlord shall complete the Landlord Work at its sole cost and expense, on or before the Delivery Deadline, in accordance with Tenant's plans and specifications approved by Landlord ("Final Plans").

### 1. Survey and Plans.

After a reasonable amount of time of full execution of this LOI, Landlord will deliver to Tenant, updated to current conditions, the location of all utilities (including water, gas, electrical, sanitary and storm sewer, and telephone), with such additional requirements as agreed, when available.

After a reasonable amount of time of full execution of this LOI, Landlord will deliver to Tenant, for Tenant's review and approval, scale drawings of the Shopping Center from a registered architect, in electronic format, if available, depicting all of Landlord's Work and the location of all buildings, sidewalks, service drives, parking aisles, driveways, streets, curbs, parking areas, traffic controls, signs, dumpsters, landscaping, irrigation, staging areas, and related improvements, together with any other information on the Premises and the Shopping Center in Landlord's possession which may facilitate Tenant's preparation of plans and specifications (collectively, "Landlord's Plans"). If available, any environmental assessments including asbestos reports, chemical uses (ie: former cleaners tenant), etc.

### 2. GENERAL REQUIREMENTS.

#### (a) UTILITIES.

All utilities shall be furnished to the Leased Premises and shall be in good operating order and shall be separately metered or sub-metered. *Tenant shall not be responsible for the cost of any utility tap fees, cost of meter installation or any other cost which may be levied by a utility provider* other than those charges specifically related to the Tenant's consumption of such utility; all such costs shall be the sole responsibility of the Landlord.

#### (b) COMPLIANCE.

The Leased Premises shall be in Cold Grey Shell as described here in.

All construction shall meet ADA, EPA, OSHA and Health Department rules and regulations currently in effect, as well as any state and local code requirements.

#### (c) ENVIRONMENTAL.

Landlord covenants that the Leased Premises are free from asbestos and other hazardous substances and gases, and to

the extent not, Landlord shall remove (according to all applicable laws) any such asbestos and other hazardous substances and gases prior to delivery of the Leased Premises to Tenant.

**(d) STRUCTURAL.**

Landlord shall be responsible for correcting at its sole cost and expense any and all structural defects or conditions with the Leased Premises and the building containing it as may be discovered during the build-out of the Leased Premises. Said costs shall include a registered engineer and /or architect providing signed/sealed plans, required permits and cost of repair to cure defect.

**3. SPECIFIC REQUIREMENTS – INTERIOR.**

**(a) ELECTRIC SERVICE.**

Landlord to provide a minimum electrical service consisting of 208 volt, 3-phase, 4-wire, 400 amp service stubbed to the rear of the premises.

**(b) HVAC.**

INTENTIONALLY DELETED

**(c) FLOORING.**

Landlord shall provide a minimum 4” concrete floor and shall remove any existing flooring materials per Tenant’s request so as to provide a smooth level floor ready for Tenant to install it’s flooring. Landlord shall also remove any asbestos containing tile, mastic or other adhesive at Landlord’s sole cost and expense.

**(d) RESTROOMS**

INTENTIONALLY DELETED

**(e)**

INTENTIONALLY DELETED

**(f) CEILING AND LIGHTING**

Landlord to provide demised walls finished to level 4 finish from floor to underside of roof deck with 5/8” Type “X. Furnish insulated demising wall, perimeter wall and roof systems which meet all applicable codes.

**(g) INTERIOR WALLS.**

Deliver 2” gas service if less than 150 linear feet or 3” in diameter if over 150 linear feet (minimum 2 PSI/7”-12” W.C) and all associated metering, valve and capped, per applicable local codes, to a location five (5) feet inside of the Leased Premises. Deliver minimum 1” domestic water service to provide 40GPM at a 40 PSI five feet (5) inside of Tenant’s demise premise Location per tenant drawings.

**(h) GAS/WATER**

INTENTIONALLY OMMITTED.



**DEMOLITION**

- (i) **FIRE SPRINKLER.** If required by code or order of fire marshal or any agency having jurisdiction, Landlord shall provide a fully functional automatic fire sprinkler system above and below the ceiling, with riser, monitoring panel, and alarm system; all in accordance with state and local code requirements. Regardless of whether the riser is located within the Leased Premises, Landlord shall be responsible for monitoring costs and associated equipment of the riser and alarm system.
- (g) **SERVICE / FIRE DOORS.** Landlord to provide service doors and fire exit doors and shall be watertight, insulated, contain functional locks and be in good working order and condition. Landlord shall replace closers, sweeps, and panic hardware, and said door shall be for the exclusive use of the Leased Premises (not be shared by any other premises).

**4. SPECIFIC REQUIREMENTS – EXTERIOR.**

- (a) **PARKING.** All parking for the Shopping Center is to be used on a first-come, first-serve non-exclusive basis.
- (b) **ROOF.** Landlord shall deliver the roof / roof membrane in watertight condition, without need of repair and with an expected remaining life of at least the initial lease term. Landlord shall perform all Tenant's roof penetrations. Landlord shall also provide Tenant the name and contact information for the contractor who maintains the roof.
- (d) **STORE FRONT.** Landlord shall work with Tenant to coordinate entrance doors, windows, exit doors are consistent with Tenant's proposed fixture plan. Landlord will make sure that all existing doors and windows are free of damage and signage and shall be watertight, insulated, contain functional locks and be in good working order and condition. Landlord shall make sure that all closers, sweeps, and panic hardware are in good working order and condition for the term of the Lease Agreement. Tenant may utilize roll-up doors in lieu of additional patio seating.
- (e) **FASCIA.** Fascia shall be free of any previous signage or any indication of previous signage and electrical connections are in good working order and condition. All holes, cracks or damage shall be repaired, and the surface shall be repainted.

Landlord shall ensure that all holes, cracks or damage associated with the storefront is repaired and free of leaks. Any lighting presently contained or to be installed in or on such fascia shall be in good working condition and maintained by Landlord during the duration of the Lease. The front exterior plans will be mutually agreeable to the Landlord and Tenant. In addition to Tenant's signage, Tenant shall be allowed to install awnings consistent with its final design and other similar tenants within the Shopping Center.

**TENANT'S WORK**

EXHIBIT B – SCHEDULE 3 – Page 1

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## TENANT'S WORK

### SECTION I: GENERAL PROVISIONS

Tenant at its cost and expense, shall perform all work, if any, other than that to be performed by Landlord, required to complete the Premises to a finished condition ready for the conduct of business. All of Tenant's Work within the Premises shall be deemed to be improvements made to the Premises.

Tenant's Work, shall conform to procedures as set forth in this Handbook and shall include, without limitation the following:

A. STORE DESIGN DRAWINGS AND WORKING DRAWINGS AND SPECIFICATIONS

Store design drawings, working drawings and specifications as set forth in "Schedule For Delivery of Tenant's Plans and Specifications" Section of the Handbook.

B. CONSTRUCTION

Construction work in accordance with the requirements as set forth in Section II of the Tenant's Work Section.

C. DESIGN CRITERIA

The criteria and/or outline specifications as set forth herein, represent minimum standards for the design, construction, and finish of the Premises by Tenant. Tenant shall coordinate his work with work of others or with existing conditions occurring within the Premises, and shall make changes from time to time as required to accommodate such work or conditions.

1. Jurisdiction and Codes: The project is developed in and under the jurisdiction of the state, county and local governmental unit in which the Shopping Center is located. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws, and codes, including, but not limited to the following: The National Electric Code; The Guide of the American Society of Heating, Refrigerating, and Air Conditioning Engineers; requirements of the Landlord's fire insurance underwriter, the requirements pertaining to any services and utilities furnished by local utility company; and all applicable State and County Ordinances and OSHA regulations.

2. Permits and Approvals: Prior to the commencement of construction, building and other permits shall be obtained and posted in a prominent place within the Premises. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's working drawings and specifications, as approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said working drawings and specifications. Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.
3. Standard Project Details: Standard project details, as issued by Landlord's architect and as they pertain to Tenant's Work, shall govern with respect to such work. Such details shall be incorporated into the Tenant's working drawings and specifications for the Premises.
4. Materials: Only new, first-class materials shall be used in the construction of the Premises.
5. Field Conditions: Tenant will verify conditions pertaining to the Premises from time to time prior to and after commencement of construction of its Premises.

D. ARCHITECTURAL FINISHES

1. Walls and Partitions: All interior partitions, other than as provided by Landlord, shall be minimum of 3-1/2" metal studs at 16" O.C. and shall have minimum 1/2" gypsum board on all sides and taped and spackled joints ready for paint and/or wall covering.
2. All interior doors and hardware other than as provided for in the Lease if at all.
3. Ceiling Work: Light coves and other ceilings not standard to Landlord's Parcel.
4. Floor Covering: Carpeting shall be extensively used in all sales areas. A limited amount of other types of floor covering materials (subject to Landlord's approval) may be in used in such areas.

5. All interior painting, decorating, paneling, wallpaper, peg board, etc., on all walls and columns. All interior surfaces shall be finished by Tenant (including stock areas).
6. Sign and sign panel background.
7. Trade fixtures, equipment and furnishings.
8. Display window backs, display window floors, display window ceilings, and display window lighting fixtures and power for same.

E. STRUCTURAL

1. All such work by Tenant shall meet or exceed original structural design and specifications of Landlord's architect and structural engineer and shall leave all finished unimpaired.

F. PLUMBING

1. Plumbing fixtures within the Premises, except that provided by Landlord so as to conform to Code.

G. MECHANICAL

1. Any additional heating, ventilating, air conditioning, and distribution systems (ducts, registers, ceiling diffusers, thermostats, grilles, etc.) that may be required.

H. ELECTRICAL

1. Additional electrical service, lighting fixtures, outlets, wiring, except as provided for, if at all, in "Landlord's Work" Section of this Handbook.

I. MISCELLANEOUS ITEMS AT TENANT'S DISCRETION

1. Telephone and communication systems.
2. Burglar alarm and/or warning systems.
3. Tenant's store signs, one (1) set of under canopy signs as specified by Landlord's criteria, and controlling time clocks.
4. Emergency generator and emergency lights.

5. Fire extinguisher.
6. Tenant to furnish and install all curbs, lintels, flashings, counter-flashings, pipes, ducts, vent caps, air inlets, exhaust hoods, louvers, etc., as necessary for Tenant's equipment requiring openings through the roof and/or exterior walls. Any cutting, patching, or flashing of the roof for Tenant's equipment must be performed by Landlord's roofing contractor responsible for the roof guarantee, at Tenant's expense.
7. The design of all work and installation undertaken by Tenant shall be subject to the approval of Landlord. All work undertaken by Tenant shall be at Tenant's expense and shall not damage or weaken the structural strength of the building or any part thereof, and shall be done in a first-class workmanlike manner and in accordance with all applicable codes.
8. Work undertaken by Tenant and at Tenant's own expense shall be awarded to any reputable contractor duly-licensed to do business.
9. Tenant shall satisfy Landlord that adequate arrangements have been made to insure said general contractor for full payment for such work ordered by Tenant. Contractor for Tenant is required to carry full risk insurance.

## SECTION II: PROCEDURE AND SCHEDULES FOR TENANT'S CONSTRUCTION OF PREMISES

### A. COMMENCEMENT OF CONSTRUCTION

Tenant shall start construction of the Premises upon receipt of the Delivery of Possession Date Certificate specified in the "Certificates/Declarations" Section of the Handbook.

### B. GENERAL REQUIREMENTS

1. Tenant shall, prior to the commencement of construction submit to Landlord or its Manager by certified or registered mail, the following information:
  - a. If applicable, the names and addresses of the general, mechanical, and electrical contractors Tenant intends to engage in the construction of the Premises.
  - b. The actual commencement date of construction and the estimated date of completion of construction work, fixturing work, and the date of projected opening.

c. Tenant's contractor's name and performance and/or labor and material bonds, if so required by Landlord.

d. All required licenses and permits.

e. Evidence of insurance as called for herein. Tenant shall secure, pay for, and maintain, or cause its contractors to secure, pay for and maintain, during the continuance of construction and fixturing work within the Premises, all of the insurance policies required and in the amounts as set forth herein. Tenant shall not permit its contractor(s) to commence any work until all required insurance has been obtained and certificates of such insurance have been delivered to Landlord, naming Landlord, its architect and general contractor, as additional insureds. Certificates of insurance shall provide that no change or cancellation of such insurance coverage shall be undertaken without thirty (30) days written notice to Landlord. Tenant's contractor shall deliver the necessary insurance certificates to Landlord prior to commencing work.

i. Minimum Limits. Tenant's General Contractor's and Subcontractors' Required Minimum Coverage and Limits of Liability:

a. Workmen's Compensation, Employer's Liability Insurance with limits of not less than \$100,000 and as required by the law of the State in which the Shopping Center is located and any insurance required by an Employee Benefit Acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any liability under the aforementioned acts.

b. Commercial General Liability Insurance (including Contractor's Protective Liability) in an amount not less than \$1,000,000 per person and \$3,000,000 per occurrence whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof, with a minimum aggregate limit of \$3,000,000. Such insurance shall provide for explosion and collapse coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contract and whether such operations are performed by the general contractor, subcontractors, or any of their subcontractors, or by anyone directly or indirectly employed by any of them.

c. Comprehensive Automotive Liability Insurance, including the ownership, maintenance and operation of any



automotive equipment, owned, hired, and non-owned in the following minimum amounts:

- (i) Bodily injury - \$500,000 each person
- (ii) Bodily injury - \$1,000,000 each occurrence
- (iii) Property damage - \$100,000 liability

ii. Tenant's Protective Liability Insurance. Tenant shall provide Owner's Protective Liability Insurance as will insure Tenant against any and all liability to third parties for damage because of bodily injury liability (or death resulting therefrom) and property damage liability of others or a combination thereof which may arise from work in the completion of the Premises, and any other liability for damages which the general contractor and/or subcontractors are required to insure under any provisions herein. Said insurance shall be provided in minimum amounts as follows:

- a. Bodily injury each person \$1,000,000
- b. Bodily injury each occurrence \$3,000,000
- c. Property damage each occurrence \$500,000
- d. Property damage each aggregate \$500,000

iii. Tenant's Builders' Risk Insurance. Tenant shall provide a completed Value Form "All Physical Loss" Builders' Risk coverage on its work in the Premises as it relates to the building within which the Premises is located, naming the interest of the Landlord, its general contractor and all subcontractors, as their respective interests may appear, within a radius of 100' of the Premises.

- 2. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job, if any. All work shall be coordinated with the general project work.
- 3. Tenant's contractor and construction shall comply in all respects with applicable Federal, state, and/or local statutes, ordinances, regulations, laws, and codes. All required building and other permits in connection

with the construction and completion of the Premises shall be obtained and paid for by the Tenant.

4. Landlord shall have the right to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any of Tenant's Work which Landlord deems necessary to be done on an emergency basis and which pertains to structural components, the general utility systems for the project, and the erection of temporary barricades and temporary signs, per design criteria, during construction and/or the period following the opening of the center for business.
5. Tenant's work shall be subject to the inspection and approval of Landlord and Landlord's architect.
6. Tenant shall apply and pay for all utility meters and associated fees where applicable.
7. Upon the completion of Tenant's store work, all facilities shall be in full use, without defects.
8. All work performed by Tenant during the term of the Lease shall be performed so as to cause a minimum of interference with other tenants and the operation of Landlord's Parcel. Tenant will take all precautionary steps to protect its facilities and the facilities of others affected by Tenant's Work and properly police same. Construction equipment and materials are to be located in confined areas and truck traffic is to be routed in and from the site as directed by Landlord so as not to burden the construction and/or operation of Landlord's Parcel.
9. After prior warning, Landlord shall have the right to order any tenant or tenant's contractor, who willfully violates the above requirements, to cease work, and to remove himself, his equipment and his employees from the Landlord's property.
10. No approval by the Landlord is valid unless in writing, signed by the Landlord or Landlord's architect.

C. TEMPORARY FACILITIES DURING CONSTRUCTION

1. Utility costs or charges for any service to the Premises shall be the responsibility of Tenant from the date the Tenant is obligated to commence Tenant's Work.

2. If necessary, Tenant will provide temporary heat for its Premises during construction.
3. Landlord to provide area for Tenant to connect his temporary service. Tenant is responsible for costs for temporary service.
4. Tenant is responsible for his own trash removal during the tenant's construction, fixturing and merchandise stocking period.

The Tenant shall not permit trash to accumulate within its area or in any area adjacent to its space. Should this situation develop and Landlord be forced to remove Tenant's trash, the cost for such service will be paid for by the Tenant.

D. **LANDLORD'S RIGHT TO CORRECT DEFICIENCIES IN TENANT'S CONSTRUCTION**

Landlord may, but shall not be obligated to, correct any of the items in Tenant's construction which have not been finished or completed in accordance with the requirements of this Lease and Tenant's working drawings. Landlord shall not undertake the doing of any such work until it shall have furnished Tenant with a final punch list of deficient items and permitted Tenant thirty (30) days thereafter to comply. In the event Landlord performs any such work, Tenant shall reimburse Landlord upon demand for any obligations thereby incurred.

**PROVISIONS REGARDING CONSTRUCTION AND ALTERATION**

In addition to any restructuring limitations and prohibitions imposed by the Lease, any construction or alteration permitted by the Lease shall be governed by the following provisions:

- (i) All construction, alteration, repair, renovation or reconstruction work undertaken by Tenant shall be performed in a neat, safe and workmanlike manner and shall be accomplished in an expeditious, diligent and speedy manner. Tenant shall take all reasonable measures to minimize any disruption or inconvenience caused by such work to the other parties and their invitees and customers and shall make adequate provisions for the safety and convenience of all parties and their invitees and customers. Such work shall be accomplished by Tenant in such a manner so as to minimize any damage or adverse effect, including dust and noise, which might be caused by such work to the other parties and the affected portion of Landlord's Parcel and cause as little disruption of and interference with use of the Common Areas and other portions of Landlord's Parcel as possible. Tenant shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of Landlord's Parcel upon which such work is performed to a condition equal to or better than the condition existing prior to beginning such work. In addition, Tenant shall pay all costs and expenses associated

therewith and shall promptly discharge or bond any lien relating thereto at Tenant's expense and shall indemnify, defend and hold Landlord and other tenants of Landlord's Parcel harmless from all damages, losses or claims attributable to the performance of such work. Without limiting the generality of the foregoing, in connection with any action to enforce this indemnity (as distinguished from any action against the indemnifying party by its employees), the indemnifying party hereby waives any immunity, defense, or protection that may be afforded by workers' compensation, industrial insurance or similar laws. Tenant shall use good faith efforts to cause its contractors and subcontractors to include such indemnity provisions in their contracts pertaining to work in Landlord's Parcel.

Any non-routine work shall be undertaken only after giving Landlord thirty (30) days prior written notice of the work to be undertaken, the scope, nature and extent of the work, the duration of the work, and the area in which the work is to be performed.

- (ii) Utility Connections. Any work performed by Tenant to connect to, repair, relocate, maintain or install any storm drain, utility line, sewer, water line, gas line, telephone conduits or any other public utility service shall be performed so as to minimize interference with the provision of such services to any other party. Tenant shall not interfere with any such public utilities and services if such interference would disrupt the orderly development and operation of the businesses conducted by any other party on any other portion of Landlord's Parcel. Tenant shall bear the cost of any overtime or other additional expense necessitated by such request. Any work or installation, alteration, replacement or repair of utility installations which requires interference with the paving in the parking area or driveways in the Common Area shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the Common Area and access of all users to the various business establishments in Landlord's Parcel.
- (iii) Compliance with Laws. All construction, alteration, repair, renovation or reconstruction work undertaken by Tenant shall comply with any plans and specifications therefor approved pursuant to this Lease, the requirements of all applicable governmental authorities having jurisdiction and all applicable laws, ordinances, rules and regulations of such authorities, including without limitation, zoning laws and building codes. Tenant shall also secure all necessary licenses and permits from governmental bodies and agencies prior to commencing its construction, alteration, repair, renovation or reconstruction work.
- (iv) Time Restrictions. Other than the initial construction of the Premises, no construction, alteration, repair, renovation, reconstruction or activity, including storage of construction equipment or materials, shall be conducted by Tenant during the months of April, August, November and December of any calendar year unless such construction activity is conducted only within an enclosed area without obstruction to any part of the parking areas, driveways, walkways, or accesses, or unless such construction activity is required

in connection with emergency repairs or as a result of a casualty and in such instance the construction activity shall be conducted pursuant to the requirements of this Lease.

- (v) Fencing Off Construction. Tenant shall, at its own cost and expense upon request of the party(ies) open for business, fence off or cause to be fenced off any development, construction, repair, alteration or remodeling work performed by Tenant on any exterior portion of Landlord's Parcel. Fencing shall be of such height and of a construction sufficient to protect existing facilities in Landlord's Parcel from dust, debris and other inconveniences occasioned by such work, and to protect users from safety hazards resulting from such work. In addition, such fencing shall be constructed of materials and shall be of a color which are architecturally harmonious, and which shall further be subject to written approval of Landlord and Tenant, said approval not to be unreasonably withheld or delayed. Each fence and the signs or advertising material placed upon each fence shall be painted with a color or colors harmonious with the colors of the balance of Landlord's Parcel buildings provided, however, that if Tenant is a national or regional owner, occupant or tenant shall be permitted to place its prototypical logo on such fence.
- (vi) Staging and Interference. Tenant shall use reasonable efforts not to interfere with the other parties' construction activities or ongoing operations of retail facilities within Landlord's Parcel so as to minimize interference with other tenants' operations, to avoid the undermining of any footings, to prevent the obstruction of the parking area to prevent the obstruction of service drives and to minimize interference with the visibility of other tenants' premises or signage and pylon or monument signage from all surrounding roadways.
- (vii) Condition of Work Site. During construction by Tenant, the construction site and surrounding area shall be kept reasonably clean and free of construction material, trash and debris by the party performing such construction and the constructing party shall take appropriate precautions to protect against personal injury and property damage to the owners, other tenants, licensees, permittees or invitees.

## SIGNAGE CRITERIA

EXHIBIT B – SCHEDULE 4 – Page 1

SPICE WINGS  
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## SIGN CRITERIA

1. Any occupant of Landlord's Parcel occupying less than twenty thousand (20,000) square feet of Floor Area may have only one (1) identification sign placed on the exterior of the building it occupies; provided, however, that if any such occupant is located at the corner of a building, then such occupant may have an identification sign on each side of such corner. Any occupant occupying at least twenty thousand (20,000) square feet of Floor Area may have more than one (1) identification sign placed on the exterior of the building it occupies.
2. No permanent occupant identification sign attached to the exterior of a building shall be:
  - a. placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy or top of the wall upon which it is mounted;
  - b. placed at any angle to the building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk;
  - c. painted on the surface of any building;
  - d. flashing, moving or audible signs;
  - e. signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers; or
  - f. paper or cardboard signs, temporary signs (exclusive of contractor signs), stickers or decals; provided, however, the foregoing shall not prohibit the placement at the entrance of each occupant's space a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar bits of information.
3. No occupant of less than twenty thousand (20,000) square feet of Floor Area shall have an exterior sign which identifies leased departments and/or concessionaires operating under the occupant's business or trade name, nor shall such sign identify specific brands or products for sale or services offered within a business establishment, unless such identification is used as part of the occupant's trade name.
4. Notwithstanding anything contained herein to the contrary, Landlord and Tenant shall be permitted to place within the Common Areas directional signs or informational signs such as "Handicapped Parking," the temporary display of "grand opening" or "coming soon" or "now hiring" signs, the temporary display of leasing information and the temporary erection of one sign identifying each contractor working on a construction job.

5. Any other provisions or restrictions that may be adopted by Dawson County, Georgia.

EXHIBIT B – SCHEDULE 4 – Page 3

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**SCHEDULE FOR DELIVERY OF TENANT'S  
PLANS AND SPECIFICATIONS**

EXHIBIT B – SCHEDULE 5 – Page 1

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## **SCHEDULE FOR DELIVERY OF TENANT'S PLANS AND SPECIFICATIONS**

All prints, drawing information, and other material to be furnished by Tenant as required hereinafter shall be addressed to Landlord as provided at the address for notices in the Lease.

### **A. STORE DESIGN DRAWINGS**

1. Within thirty (30) days from the date of execution of Lease, Tenant shall engage an architect registered in the State in which the Shopping Center is located for the purpose of preparing the design drawings, working drawings, and specifications for the Premises and shall submit to Landlord one (1) set of reproducible prints of store design drawings, showing intended design, character and finishes of the Premises. Such package shall include separate drawings for signs in accordance with the Sign Criteria. The store design drawings shall comply with the Design Criteria and shall set forth the requirements of Section 3 of Handbook of Tenant Information within the Premises. Said drawings shall include, but not be limited to the following:

a. Architectural design of the space, including floor plans, elevations, sections, and renderings indicating material and color selections and finishes.

b. Mechanical system: Showing additions and/or alterations to the system provided by Landlord.

c. Electrical system: Floor and reflected ceiling plans showing outlets, type of lighting fixtures, other electrical equipment contemplated and location of panel and meter, together with projected electrical loads.

d. Plumbing system: Location and type of fixtures including plumbing layout. (Toilet rooms as per location shown on the Space Layout Drawings.)

2. Within ten (10) days after receipt of store design drawings, Landlord shall return to Tenant, one (1) set of prints of store design drawings with its suggested modifications and/or approval. If store design drawings are returned to Tenant with comments, but not bearing approval of Landlord, said store design drawings shall be revised by Tenant and one (1) set of reproducible prints of the revised drawings shall be submitted to Landlord for approval within ten (10) days of

receipt by Tenant of the store design drawings returned to Tenant by Landlord without approval.

3. If upon receipt of approved store design drawings bearing Landlord's comments, Tenant wishes to take exception thereto, Tenant may do so by written notice to Landlord as provided in the Lease within ten (10) days from date of receipt of such store design drawings. Unless such action is taken, it will be deemed that all comments made by Landlord on store design drawings are acceptable to and approved by Tenant.

#### B. WORKING DRAWINGS AND SPECIFICATIONS

1. Tenant shall submit to Landlord working drawings and specifications, prepared by Tenant's architect in the form of one (1) set of reproducible prints, and sign shop drawings, prepared by Tenant's sign contractor, within twenty-one (21) days from receipt by Tenant of Landlord's approval of store design drawings. The fees for Tenant's architect shall be paid for by Tenant.

2. Working drawings and specifications shall be prepared in strict compliance with the Design Criteria and requirements as set forth in Section 1.C of this Section of the Tenant's Handbook.

3. Working drawings, to minimum scales as called for below, and specifications shall include, but not be limited to, the following:

- a. Key plan showing location of the Premises.
- b. Floor plan at a 1/4" scale (1/4" = 1').
- c. Overall sections at 1/4" scale.
- d. Reflected ceiling plan at 1/4" scale.
- e. Interior elevations of walls 1/4" scale.
- f. Full sections of types of partitions used at 1/2" scale.
- g. Details of special conditions encountered at 1 and 1/2" scale.
- h. Door schedule with jamb details at 1 and 1/2" scale.
- i. Finish and color schedule.
- j. Electrical plans at 1/4" scale.
- k. Electrical details, fixture schedules, one line electrical riser diagram, and final electrical load tabulations.
- l. Mechanical plans at 1/4" scale.
- m. Plumbing plans at 1/4" scale.

4. Within ten (10) days after receipt of working drawings and specifications, Landlord shall return to Tenant one (1) set of prints of store working drawings with its suggested modifications and/or approval. If working drawings are

returned to Tenant with comments, but not bearing approval of Landlord, said working drawings shall be revised by Tenant and one (1) set of reproducible prints of the revised drawings shall be submitted to Landlord for approval within ten (10) days of receipt by Tenant of the working drawings returned to Tenant by Landlord without approval.

## **RULES AND REGULATIONS**

EXHIBIT B – SCHEDULE 6 – Page 1

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## RULES AND REGULATIONS

1. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Shopping Center. There shall be no overnight parking of any trailers or delivery vehicles at Landlord's Parcel.
3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant shall not burn any trash or garbage of any kind in or about Landlord's Parcel.
4. In the event that Tenant operates a food use that requires or otherwise utilizes a grease trap, Tenant shall contract with a qualified company to remove and dispose of its contents on a regular and as-needed basis so that the accumulation of grease in such device does not exceed its recommended capacity. Upon request, Tenant shall provide Landlord with appropriate documentation proving Tenant's compliance with this requirement beginning from the Commencement Date. Should Tenant not comply with this requirement in addition to such inaction being deemed an event of default pursuant to the Lease, Tenant shall pay a fine equal to One Hundred and 00/100 Dollars (\$100.00) per day beginning from the date that such removal should have occurred through the date that it does occur.
5. No radio or television or similar device shall be installed without first obtaining in each instance Landlord's prior written consent. No aerial, antenna, satellite dish or similar device shall be erected on the roof or exterior walls of Landlord's Parcel or on the grounds without the prior written consent of Landlord. Any such device so installed without such consent shall be subject to removal without notice at any time, without liability to Landlord therefor, and any costs incurred by Landlord for such removal shall be paid by Tenant.
6. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
7. Tenant shall keep the Premises at a temperature sufficient to prevent freezing of water in pipes and fixtures. Failure to comply with this provision shall be deemed an event of default.

8. Tenant shall keep exterior areas immediately adjoining the Premises clean and free from snow, ice, dirt and rubbish to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise outside Tenant's Premises without the prior written permission of Landlord.
9. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be deposited therein. Tenant shall be responsible for the expense of any breakage, stoppage, or damage to all sanitary sewer lines up to the limit of Tenant's private sewer line, whether or not such lines are located within the Premises, resulting from a violation of this provision by Tenant, its employees, agents or invitees.
10. Tenant shall, at Tenant's cost, employ a qualified pest extermination contractor, whose services shall be scheduled not less than monthly and so as not to unreasonably interfere with the operation of Landlord's Parcel.
11. Tenant shall install and maintain display windows and storefronts that are attractive and consistent with the quality and character of Landlord's Parcel. Tenant shall not conduct any business or activity that is detrimental to the overall aesthetics and quality of Landlord's Parcel
12. Tenant and its employees, vendors and contractors shall park their motor vehicles only in those parking areas designated for that purpose by Landlord. There shall be no overnight parking of any vehicles at Landlord's Parcel. Failure to comply with these provisions shall result in an assessment of Ten and 00/100 Dollars (\$10.00) per day of such failure to comply, in addition to being a default under this Lease. Upon Landlord's written request, Tenant shall provide a list containing the vehicle license plate number, make and model for each of its employees' vehicles parking at Landlord's Parcel.
13. Tenant shall not make noises, cause disturbances, or create odors which penetrate into other portions of the building or Shopping Center and may be offensive to other tenants of Landlord's Parcel or their employees, agents, customers or invitees.
14. Neither Tenant nor its agents, contractors or employees shall enter upon the roof at any time without the express prior approval of Landlord.
15. Neither Tenant nor its agents nor its employees shall solicit business in the parking area or other Common Areas, nor shall Tenant, its agents or its employees, distribute or display any handbills or other advertising matter in or on automobiles or other vehicles parked in the parking area, or in other Common Areas. If any such materials are distributed, Tenant shall pay Landlord for the cost of cleanup.

16. Neither Tenant nor its agents nor its employees shall make any commercial use of any of the Common Areas.
17. Tenant shall not conduct any business activity from the Premises which is unlawful or of an unsavory character or would adversely impact the quality and character of Landlord's Parcel.
18. Tenant shall not install nor permit to be installed any vending machines, ATM's, telephones, or other similar devices of any type or nature within the Premises except where for the exclusive use of Tenant's employees and where such machines are located in the non-sales area of the Premises (the "backroom"). In the event that Tenant violates this covenant, Landlord shall advise Tenant of such violation and Tenant shall immediately remove such machinery. In the event that Tenant does not comply with Landlord's request, Landlord shall have the right to remove same with no liability thereto and dispose of such machinery as it deems appropriate all at Tenant's sole cost and expense.



## EXHIBIT C

### PROHIBITED USES

In addition to and not in limitation of the provisions of the Lease respecting prohibited uses of the Premises and Tenant's covenant not to use the Premises for any purposes other than the Permitted Use, Tenant shall not use the Premises for the following:

### EXCLUSIVES USES

**REA: (RECIPROCAL EASEMENT AGREEMENT with KROGER)**

#### SECTION 6.1

No part of the Shopping Center, except the Supermarket Parcel, shall be used as a drug store or a pharmacy department requiring the services of a registered pharmacist, provided that this restriction shall cease to be in force and effect if the occupant of the storeroom situated on the Kroger Parcel fails to operate a drug store, or pharmacy department in the case that Kroger Parcel is not used as a drug store, for a period of three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of said storeroom on the Kroger Parcel, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of fire or other casualty) or conditions beyond the control of the occupant.

#### SECTION 6.2

No part of the Shopping Center, except Kroger Parcel, shall be used as a food store or food department, or for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, provided that nothing herein shall prevent (i) the sale of such products as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller, or (ii) the sale of alcoholic beverages from any store or premises located at least one hundred feet (100') away from any property line of the Supermarket Parcel; and further provided that the foregoing restrictions shall cease to be in force and effect if the occupant of the storeroom situated on Kroger Parcel fails to conduct a business for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, for three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of said storeroom on Kroger Parcel, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the occupant. The foregoing restrictions in this Section 6.2 shall not apply to the following: (i) to the operation of one (1) Dollar Tree store located on the Shopping Center Parcel or the Future Development Parcel, provided that such store is located at least five hundred fifty feet (550') from the nearest property line of the Supermarket Parcel; (ii) the operation of any restaurants on any Parcel including, without limitation, ice cream, yogurt, donut and other dessert shops, a "sub" shop such as Subway or Jersey Mike's, coffee shops

and bakery cafes, such as Panera Bread; (iii) the operation of any pet store or the sale of pet food, pet supplies, related goods and services.

### SECTION 6.3

No part of the Shopping Center, except the Kroger Fuel Parcel shall be used for the sale of automotive fuel, including without limitation gasoline and diesel fuel, provided that this restriction shall cease to be in force or effect if the operator of any automotive fuel dispensing facility located on Kroger Fuel Parcel fails to conduct a business for the sale of automotive fuel for three hundred sixty-five (365) consecutive days or longer subsequent to the opening for business of such automotive fuel dispensing facility on Kroger Fuel Parcel, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the operator.

### OUTLOT DECLARATION

#### Exhibit D – Use Restrictions:

1. Declarant shall not allow any real property leased or owned by Declarant (including any parent, subsidiary or affiliated entity or agent) within the Outlots on or after the date of this Declaration to be used (i) as a restaurant engaged primarily in the sale of Chinese Food, provided the foregoing shall not apply to Ross, Marshall's, Petco, Hobby Lobby, or any tenant (i.e. anchor or mini-anchor) whose premises is in excess of 7,500 square feet, excluding a tenant or other user whose premises is used for a Chinese buffet, or (ii) in a way which interferes with access to Outlot 7 or visibility of Outlot 7 (including Outlot 7 Owner's building and signs) from streets adjacent to Outlot 7 (collectively, the "Restrictive Covenants").

The term "Chinese Food" shall mean food generally recognized as Chinese Food, and shall prohibit the sale of Chinese Food in any restaurant format including, without limitation, fast-casual, fast food, takeout, waiter-served sit-down, buffet or cafeteria-style formats, in excess of ten percent (10%) of the gross sales or menu items of any such restaurant.

2. For a period of five (5) years from the date of the conveyance of Outlot 11 from Declarant to United Community Bank (i.e., January 21, 2017) (the "Outlot 11 Conveyance Date"), no Outlot, except as specifically excluded herein, shall be used for the purpose of or in connection with the business of a commercial bank with a drive-thru (the "Outlot 11 Exclusive").

Notwithstanding anything to the contrary herein, the Outlot 11 Exclusive shall not apply to any of the following: (a) Outlot 5, (b) Occupants pursuant to leases or occupancy agreements signed prior to the Outlot 11 Conveyance Date, (c) any Outlets not owned by Seller as of the Outlot 11 Conveyance Date, or (d) in-line space without a drive-thru.

Any change in the use of Outlot 11 after the Outlot 11 Conveyance Date shall be subject to the exclusives and/or prohibited uses granted to Occupants of the Outlets owned by Declarant as of the time of such change in use.

**FAMOUS FOOTWEAR:**

**11. EXCLUSIVE AND PROHIBITED/RESTRICTED USES:**

Landlord represents and warrants that it has not and shall not (so long as Tenant is operating within the Premises primarily as a retail shoe store), throughout the term hereof, lease space in the Shopping Center to any another open-stock family branded shoe store such as Rack Room or Shoe Carnival (“Tenant’s Exclusive”).

Tenant’s Exclusive shall not apply to (i) any existing tenants, (ii) athletic shoe stores, such as Nike, New Balance, (iii) any sporting goods store, athletic or exercise facility or gymnasium that sells footwear as an incidental part of its business, (iv) any tenant whose space is greater than twenty thousand (20,000) square feet, (v) any tenant or occupant whose shoe sales are incidental or displayed in less than one thousand (1,000) square feet or ten percent (10%) of its total floor area, and (v) the Kroger Parcel.

**FIVE BELOW:**

**7.1 (Tenant’s Permitted Use):**

... the Premises may be used by Tenant principally for the retail sale of teen and pre-teen oriented merchandise, including, but not limited to, costume and low-priced jewelry, cosmetics, fashion accessories, bath and body products, hair care products, snacks and beverages, sporting goods, toys and games, room decor, wearables, stationery, arts and crafts, school supplies, books, magazines, comics, compact discs, CD ROM's, DVD's, video tapes, video games, party goods, greeting cards, seasonal goods, and such other items as are sold by Tenant (or in Tenant’s other stores) from time to time during the Term, plus technological evolutions of any of the foregoing items (the “Permitted Use”). The sale of any one category shall not become the Tenant’s primary business and the sales mix shall be reasonably consistent with the sales mix of other Five Below locations in Georgia. In addition, as part of the Permitted Use, subject to the restrictions set forth in Exhibit “F” Tenant may place up to four (4) electronic games in the Premises for the amusement of Tenant’s customers.

**7.3 ( Exclusive Use):**

As of the date hereof and during the Term of this Lease and provided that there is no Event of Default under any of the terms and conditions of this Lease and the Premises is open for the Permitted Use (subject to “Permitted Closures” defined in Section 7.5 below), no portion of the Landlord’s Parcel, or any Outparcel owned/controlled by Landlord or an affiliate of Landlord, or the Kroger Parcel (if the Kroger Parcel is ever owned or controlled by Landlord or an affiliate of Landlord) shall be leased, rented, occupied or permitted to be occupied or used primarily for the sale of teen and pre-teen variety and general merchandise at price points that are primarily \$10 and less (the foregoing hereinafter referred to as the “Exclusive Items”); provided, however, the exclusive use rights set forth in this Section 7.3 shall be reinstated upon the cure of an Event of Default or re-opening, although any tenant who has entered into a letter of intent to lease or a lease while the exclusive right in this Section 7.3 hereunder is not in effect shall be permitted to continue such use. For purposes hereof, except as set forth herein to the contrary, a store shall be

deemed in violation of this Section 7.3 if it uses more than the lesser of (i) fifteen percent (15%) of the sales space within its premises, or (ii) seven hundred fifty (750) SF of space therefor for the sale of Exclusive Items.

The provisions of this Section shall not be construed to prohibit (i) any existing tenant situated within the Landlord Parcel or any tenant situated on any Outparcel or the Kroger Parcel (to the extent such Outparcel or Kroger Parcel is owned/controlled by Landlord or an affiliate of Landlord) which has, as of the Effective Date, the right to handle and sell certain of the Exclusive Items, from handling and selling those certain items, but only to the extent permitted in such tenants' lease and Landlord agrees not to amend any lease to permit additional rights for the sale of such items or otherwise consent to an assignment, sublease or similar transfer that would permit additional rights for the sale of such items to the extent Landlord has the right to withhold such consent, or (ii) the operation by a retailer of one (1) principal category of merchandise such as an electronics store, book store, jewelry store, toy store, clothing store, drug store, video store, convenience store or other operation that devotes at least 75% of its sales floor area to the sale of one (1) principal category of merchandise, or (iii) any tenant occupying 18,000 SF or more of contiguous space under one trade name from selling those items that such tenant normally and customarily sells in a majority of its other locations, (iv) the retailers operating under the trade names Dollar Tree, Charming Charlie's, Claire's, Justice, Limited Too and Forever 21, to the extent such named retailers are operating their premises substantially in the manner as such retailers operate their prototypical stores as of the Effective Date, regardless of whether such retailers would be considered exempt by the exceptions (i)-(iii) above.

#### **HOBBY LOBBY:**

##### **7.3. Tenant's Exclusive.**

Tenant shall have the exclusive right within the Landlord's Parcel, Outlots, or Phase II to sell art supplies, craft supplies, fabrics, photo frames, frames, framed art, wall art, and wall decor (the "Tenant's Exclusive"). Notwithstanding the preceding sentence, (i) the foregoing shall not prohibit the operation of a typical Marshalls or Ross Dress for Less store, and (ii) incidental sales by other tenants of items included in Tenant's Exclusive in amounts not to exceed the lesser of: (a) one thousand (1,000) square feet of such tenant's ground floor space, measured from the center of the aisle; or (b) ten percent (10%) of such tenant's ground floor space, measured from the center of the aisle, shall not be deemed to violate the Tenant's Exclusive.

Notwithstanding anything contained in Section 7.3 above or elsewhere in this Lease to the contrary, Tenant hereby acknowledges and agrees that the Exclusive shall not apply to Ross Dress for Less, Inc. ("Ross"), Marshalls of MA, Inc. ("Marshalls") and Petco Animal Supplies Store, Inc. ("Petco") and their respective successors, assigns and sublessees for the terms of their respective leases for premises within Landlord's Parcel; provided, however that Landlord hereby covenants and agrees that in the event that the lease for Ross, Marshalls or Petco expire or terminate prior to the expiration of the Term of this Lease, then Landlord shall include the Exclusive in any subsequent lease for the premises that was formerly occupied by Ross, Marshalls or Petco, as the case may be. Landlord warrants that any exclusive granted to Ross, Marshalls and Petco shall not apply to Tenant or the Premises for the duration of the Term of this Lease.

## **KIRKLANDS:**

"Exclusive Use": So long as Tenant is operating under Tenant's Trade Name, Landlord agrees not to lease, let, use or permit to be used, any portion of Landlord's Parcel now or at any time during the Lease Term or any extension thereof to any entity or other party that operates or makes use of its premises for the Primary Use ("Tenant's Exclusive Use"). Other tenants and occupants of Landlord's Parcel may sell such items if the sale of such items does not constitute a primary use (i.e., such items are sold in the lesser of (i) ten percent (10%) of a tenant's or occupant's premises or (ii) one thousand (1,000) square feet or less of Rentable Area, including an allocation of one-half (½) of the area of the adjacent aiseways). Tenant's Exclusive Use right shall be a covenant that binds Landlord and shall be a restriction upon Landlord's Parcel that runs with the land. Tenant's Exclusive Use shall not apply to (i) written leases and occupancy agreements in Landlord's Parcel in full force and effect as of the Effective Date to the extent such written leases and occupancy agreements allow a tenant or occupant to operate in conflict with Tenant's Exclusive Use (including leases or occupancy agreements permitting the tenant to operate "for any retail use") as of the Effective Date, (ii) tenants whose premises are greater than twenty thousand (20,000) square feet, or (iii) the retail stores operating as "Cost Plus", "Pier 1" and "homegoods". In connection with the foregoing, to the extent any existing tenant or other occupant of Landlord's Parcel or assignee or sublessee thereof desires to change its use in conflict with Tenant's Exclusive Use and Landlord has the right under such lease or other agreement to deny such change of use request, Landlord shall deny such request.

## **MARCO'S PIZZA:**

### Exclusive Notes:

- (a) Tenant is located in Phase I – Outparcel #14.
- (b) Exclusive applies only to Outparcel #14 (aka the "Restricted Area")

### Art. 2.08 - Landlord's Covenant:

So long as (i) Tenant continuously operates its business from the Premises for the Permitted Use only, and (ii) Tenant is not in default under the terms of this Lease beyond all applicable notice and cure periods, and (iii) Tenant has not assigned its interest in this Lease or sublet any portion of the Premises, Landlord shall not lease any portion Outparcel #14 (the "Restricted Area") as depicted on the Site Plan, other than the Premises, to any "Competing Business." For purposes of this Section 2.08, "Competing Business" shall mean a business which uses its premises primarily as quick-serve pizza carryout or delivery operator similar in nature to Marco's Pizza, including, but not limited to, Domino's, Papa Johns and Pizza Hut.

Notwithstanding the foregoing, the restriction contained in this Section shall not apply to: (i) existing leases dated prior to the execution of this Lease; (ii) any renewals or extensions of existing tenant leases; or (iii) any tenant conducting the Exclusive Use as an incidental part of its business. A tenant's use shall be deemed "incidental" if less than fifteen percent (15%) of the gross sales from such premises, on an annual basis, are generated by such use.

In the event Tenant ceases to use the Premises for the Permitted Use, Tenant's rights under this Section 2.08 shall be null and void and shall have no further force or effect.

**MARSHALLS:**

4. (B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in Landlord's Parcel, the Outparcels or the area identified as Phase II on the Lease Plan shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) ten thousand (10,000) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home (excluding mattresses) including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as a "Competing Use" and the merchandise referred to therein as the "Protected Merchandise"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise. The foregoing restriction shall not apply to any sporting goods store located on the area identified as Phase II on the Lease Plan.

Notwithstanding anything contained in this Paragraph 4(B) or elsewhere in this lease to the contrary, Tenant hereby acknowledges and agrees that the foregoing restrictions against a Competing Use and against the sale of Protected Merchandise shall not apply to premises operated in Landlord's Parcel by Ross Dress for Less, Inc. ("Ross"), Hobby Lobby Stores, Inc. ("Hobby Lobby") and Petco Animal Supplies Stores, Inc. ("Petco") and their respective successors, assigns and sublessees for the terms of their respective leases for premises within Landlord's Parcel; provided, however that Landlord hereby covenants and agrees that in the event that the lease for Ross, Hobby Lobby or Petco expire or terminate prior to the expiration of the Term of this Lease, then Landlord shall include the Protections in any subsequent lease for the premises that was formerly occupied by Ross, Hobby Lobby or Petco, as the case may be. In addition, Landlord warrants that any exclusives granted to Ross, Hobby Lobby or Petco shall not apply to Tenant or the Demised Premises for the duration of the Term of this lease.

Notwithstanding anything contained in this Paragraph 4(B) or elsewhere in this lease to the contrary, Tenant hereby acknowledges and agrees that the foregoing restrictions against a Competing Use and against the sale of Protected Merchandise shall not apply to premises operated in Phase II by (i) Beall's Outlet in space containing approximately 22,000 square feet of floor area ("Beall's"), (ii) Restoration Hardware in space containing approximately 30,000 square feet of floor area ("Restoration Hardware"), and (iii) Burlington in space containing approximately 45,000 square feet of floor area ("Burlington"), and their respective successors, assigns and sublessees, for the terms of their respective leases for premises within Phase II; provided, however that Landlord hereby covenants and agrees that in the event that the lease or other occupancy agreement for Beall's, Restoration Hardware or Burlington expire or terminate prior to the

expiration of the term of this Lease, then Landlord shall include the use protections set forth in this Paragraph 4(B) in any subsequent lease for the premises that was formerly occupied by Beall's, Restoration Hardware or Burlington, as the case may be.

**MINT DENTAL:**

Exclusive Notes:

(a) *Tenant is located in Outparcel #14.*

(b) *Exclusive applies only to Outparcel #14 (aka the "Restricted Area")*

Art. 2.08 Landlord's Covenant

So long as (i) Tenant continuously operates its business from the Premises for the Permitted Use only, and (ii) Tenant is not in default under the terms of this Lease beyond all applicable notice and cure periods, and (iii) Tenant has not assigned its interest in this Lease or sublet any portion of the Premises, Landlord shall not lease any portion Outparcel #14 (the "Restricted Area") as depicted on the Site Plan, other than the Premises, to any "Competing Business." For purposes of this Section 2.08, "Competing Business" shall mean the practice of general dentistry.

Notwithstanding the foregoing, the restriction contained in this Section shall not apply to: (i) existing leases dated prior to the execution of this Lease; (ii) any renewals or extensions of existing tenant leases; (iii) any tenant conducting the Exclusive Use as an incidental part of its business; or (iv) the practice of orthodontics, periodontics or oral surgery. A tenant's use shall be deemed "incidental" if less than fifteen percent (15%) of the gross sales from such premises, on an annual basis, are generated by such use.

In the event Tenant ceases to use the Premises for the Permitted Use, Tenant's rights under this Section 2.08 shall be null and void and shall have no further force or effect.

**MOD PIZZA:**

Exclusive Notes:

(a) *Tenant is located in Phase I – Outparcel #4, Suite 200.*

(b) *Exclusive applies only to Landlord's Parcel and Outparcels Owned by Landlord*

So long as (i) Tenant continuously operates its business from the Premises for the Permitted Use only, and (ii) Tenant is not in default under the terms of this Lease beyond all applicable notice and cure periods, and (iii) Tenant has not assigned its interest in this Lease or sublet any portion of the Premises other than a Permitted Transfer or with Landlord's consent as set forth in Section 12.04 of this Lease, Landlord shall not lease any portion Landlord's Parcel or any Outlot owned by Landlord, other than the Premises, to any other restaurant that sells pizza or flatbreads as its primary use.

Notwithstanding the foregoing, the restriction contained in this Section 2.08 shall not apply to: (i) existing leases dated prior to the execution of this Lease; (ii) any renewals or extensions of existing tenant leases; (iii) any casual, sit-down Italian restaurant serving pizza as an incidental portion of its sales so long as such restaurant offers full table service and does not sell pizza for

take-out or delivery, except as a “leftover” from full table service, or (iv) Suite 180 located on Outparcel #14.

In the event Tenant ceases to use the Premises for the Permitted Use, Tenant’s rights under this Section 2.08 shall be null and void and shall have no further force or effect.

**PANDA EXPRESS:**

Article 1:

Developer shall not allow any real property leased or owned by Developer (including any parent, subsidiary or affiliated entity or agent) within the Adjacent Parcel on or after the date of this Declaration to be used (i) as a restaurant engaged primarily in the sale of Chinese Food, provided the foregoing shall not apply to Ross, Marshall’s, Petco, Hobby Lobby, or any tenant (i.e. anchor or mini-anchor) whose premises is in excess of 7,500 square feet, excluding a tenant or other user whose premises is used for a Chinese buffet, or (ii) in a way which interferes with access to Outlot 7 or visibility of Outlot 7 (including Outlot 7 Owner’s building and signs) from streets adjacent to Outlot 7 (collectively, the “Restrictive Covenants”).

The term “Chinese Food” shall mean food generally recognized as Chinese Food, and shall prohibit the sale of Chinese Food in any restaurant format including, without limitation, fast-casual, fast food, take-out, waiter-served sit-down, buffet or cafeteria-style formats, in excess of ten percent (10%) of the gross sales or menu items of any such restaurant.

Article 2:

These restrictions are for the benefit of Outlot 7 Owner and run with Outlot 7 and the Adjacent Parcel and are for the benefit of and binding upon all successive owners and occupants of Outlot 7 and the Adjacent Parcel.

**PETCO:**

10. (a) NON-COMPETITION

Except as otherwise provided in Paragraph 10(a)(ii) below, Landlord covenants and agrees that during the term of this Lease, Tenant shall have the exclusive right to sell pet food, pet supplies, live animals, pet grooming, pet training, animal adoptions, veterinary services and related goods and services (collectively, the “Pet Related Uses”) within the Landlord’s Parcel and the “Outparcels” (being Outparcels #1 through #15 as identified on the Site Plan), except for incidental sales (the “Exclusive”). Incidental sales shall mean the sale or display for sale of such items and/or services not as the primary use of the competing tenant and taking up no more than five hundred (500) square feet of floor area within the premises. This covenant shall run with the Landlord’s Parcel so long as the Premises are used as a pet food and supply store. Landlord agrees not to sell to, lease to, nor approve any sublease or assignment of lease, or change in use, unless prevented by the terms of any lease then currently in force and effect, including all renewals and extensions thereof, for any competing tenant, sub-tenant, assignee or user except for the incidental



sales of such items or services unless otherwise provided in any lease in effect as of the date hereof. In the event Tenant Goes Dark, as defined in Paragraph 37 below, for reasons other than alterations, a force majeure event, casualty or condemnation, during such Go Dark period this Exclusive shall be deemed terminated, and of no further force and effect and Landlord shall thereafter be permitted to allow any tenant or occupant in the Landlord's Parcel to engage in the Pet Related Uses. The foregoing notwithstanding, Landlord shall in no event be in violation of this provision until thirty (30) days after written notice of such violation from Tenant. Tenant shall give Landlord Notice of any alleged violation of Tenant's Exclusive set forth herein, which Notice shall include, in reasonable detail, a description of the violation and the remedial action requested to be performed on the part of Landlord. Notwithstanding the foregoing to the contrary, Landlord shall not be deemed in default of any of its obligations under this Paragraph 10(a) if a tenant or occupant violates a provision in its lease or occupancy agreement by engaging in the Pet Related Uses, provided that Landlord, upon receipt of Notice from Tenant, diligently and in good faith attempts to prevent such tenant or occupant from engaging in such use by all action reasonably available including, without limitation, institution and prosecution of a law suit through trial court level. Should Landlord violate the provisions of this covenant, in addition to any other remedies available at law or in equity, but as Tenant's sole monetary remedy, Tenant shall have the right to either: (i) reduce the Base Rent to three percent (3%) of Gross Sales for the entire period of the violation; or (ii) terminate this Lease upon thirty (30) days advance Notice. As used in this Lease, the term "Gross Sales" means all sales, both cash and charge, of merchandise and services made in, upon or from the Premises, including telephone sales and orders taken in or from the Premises although such orders may be filled elsewhere, less refunds and allowances to the customer, but excludes any taxes, returned items, interest, service or carrying charges, sales to Tenant's employees, amounts written off as bad debts, sales not in the ordinary course of Tenant's business, and postage, handling and shipping charges. Should, after Landlord has used all reasonable means to enforce the Exclusive, a court of competent jurisdiction rule that this Paragraph 10(a) is unenforceable against such other tenant, Tenant shall not abate rent or have any right of termination. Notwithstanding anything to the contrary in this Lease, Tenant acknowledges that the Exclusive does not apply to existing leases as of the date hereof so long and to the extent that any such existing lease as of the date hereof would permit such tenant thereunder to engage in a use in violation of the Exclusive or to any full-line grocery store.

Notwithstanding anything contained in Paragraph 10(a)(i) or elsewhere in this Lease to the contrary, Tenant hereby acknowledges and agrees that the Exclusive shall not apply to Ross Dress for Less, Inc. ("Ross"), Marshall's of MA, Inc. ("Marshall's") and Hobby Lobby Stores, Inc. ("Hobby Lobby") and their respective successors, assigns and sublessees for the terms of their respective leases for premises within Landlord's Parcel; provided, however that Landlord hereby covenants and agrees that in the event that the lease for Ross, Marshall's or Hobby Lobby expire or terminate prior to the expiration of the Term of this Lease, then Landlord shall include the Exclusive in any subsequent lease for the premises that was formerly occupied by Ross, Marshall's or Hobby Lobby, as the case may be. In addition, Landlord and Tenant acknowledge and agree that any exclusives granted to Ross, Marshall's and Hobby Lobby shall not apply to Tenant or the Premises for the duration of the Term of this Lease.

**ROSS:**

15.3 Protection.

Without the prior written consent of Tenant, which consent may be withheld in the absolute and sole discretion of Tenant, no tenant or occupant of Landlord's Parcel (including any Outparcels under Landlord's ownership or control) (other than Tenant) may use, and Landlord, if it has the capacity to do so, shall not permit any other tenant or occupant of Landlord's Parcel (including any Outparcels under Landlord's ownership or control) to (a) use its premises for the Off Price Sale (as hereinafter defined) of merchandise (except that the foregoing is not intended to prevent a Marshalls or TJ Maxx), or (b) use more than ten thousand (10,000) square feet of Leasable Floor Area of its premises for the sale of apparel (except for discount department stores in excess of fifty thousand (50,000) square feet of Leasable Floor Area) (excluding Dollar Tree and Five Below, which are not intended to be prevented); however, an Off Price Sale Retailer may be replaced with another Off Price Sale Retailer, or (c) use in excess of one thousand (1,000) square feet of Leasable Floor Area of its premises for the sale of (i) silk flowers, picture frames, wedding and other party goods (except that the foregoing is not intended to prevent a Party City, Michael's, or Hobby Lobby), or (ii) health and beauty aids and related sundries (except that the foregoing is not intended to prevent an Ulta or a CVS, Walgreens or similar pharmacy), or (d) use in excess of two thousand five hundred (2,500) square feet of Leasable Floor Area of its premises primarily for the rental or sale of prerecorded audio or video merchandise or electronic games software and technological evolutions thereof (except that the foregoing is not intended to prevent a Gamestop or other tenant in excess of ten thousand (10,000) square feet for a single use electronics store such as Best Buy, HH Gregg, Staples or similar retailer), or (e) use its premises for the sale of whole bean and ground coffee (except that the foregoing is not intended to prevent a Starbucks, so long as Landlord does not agree to allow Starbucks to restrict coffee sales for tenant spaces in excess of five thousand (5,000) square feet), or (f) use in excess of seven thousand (7,000) square feet of Leasable Floor Area of its premises for the sale of any of the other types of merchandise specified in Section 15.1 above. For purposes of this Section 15.3, "Off Price Sale" shall mean the retail sale of merchandise on an every day basis at prices reduced from those charged by full price retailers, such as full price department stores; provided, however, this definition shall not prohibit sales events by a retailer at a price discounted from that retailer's every day price. As of the Effective Date, examples of Off Price Sale retailers include such retailers as T.J. Maxx, Marshalls, Fallas Paredes, Nordstrom Rack, Factory 2U, Burlington Coat, Steinmart, Filene's Basement, or Gordmans (provided that those Off Price Sale retailers listed in Section 15.3(a) above shall not be prohibited from operating in the Shopping Center). If any of the foregoing provisions is violated ("Protection Violation"), commencing on the first day of the Protection Violation and continuing throughout the period of the Protection Violation, Tenant, in addition to all other remedies available at law or in equity, including injunctive relief, shall have the ongoing right, exercisable by written notice to Landlord, either to terminate this Lease or to pay Substitute Rent within fifteen (15) days after the close of each calendar month. The parties agree that the monetary damages to be suffered by Tenant as a result of a breach by Landlord (or Landlord's tenant(s)) of the provisions of this Section 15.3 are difficult to ascertain and that the payment of Substitute Rent, after negotiation, constitutes the best estimate by the parties of the amount of such damage. If Tenant elects to terminate this Lease as provided in this Section 15.3, this Lease shall terminate on a date sixty (60) days following Tenant's notice of termination. In the event of termination,

Landlord shall be obligated to pay Tenant for the Unamortized Cost of Tenant's leasehold improvements in the Store, which costs Tenant agrees to specify in its notice of termination. If Tenant elects to pay Substitute Rent, (a) such payment of Substitute Rent shall be retroactive to the date any such Protection Violation commenced, and Tenant shall deduct any overpayments of Rent from Rent coming due under this Lease, and (b) at such time as all such Protection Violations cease (the "Cure Date"), Rent shall resume at the rate which would have pertained at the Cure Date had the Protection Violation not occurred. The provisions of this Section 15.3 shall apply to any subsequent Protection Violation. Notwithstanding the foregoing, if a Protection Violation is not due to Landlord's act or omission (but is due to the act of another tenant or occupant of the Shopping Center) and provided that Landlord diligently pursues all rights and remedies available to Landlord to cause such a Protection Violation to cease (including the commencement of litigation), then in such event, Tenant shall defer exercising its right to pay Substitute Rent for a period of not to exceed sixty (60) days and shall defer exercising its right to terminate this Lease for a period of sixty (60) days after the date the Protection Violation commences. If Landlord fails to cure the Protection Violation prior to the expiration of the applicable sixty (60) day period, then Tenant shall be permitted to immediately exercise its remedies hereunder.

The use restrictions set forth in Section 15.3 shall not apply to the following named tenants, provided each said tenant specifically provides exceptions to its exclusive use restrictions as they may apply to Tenant and Tenant's affiliates whereas Tenant and Tenant's affiliates shall not be subject to any such tenant exclusive: Marshalls, Hobby Lobby and Petco, and their respective successors, assigns and subtenants.

The foregoing is not intended to prevent the following retailers at the Shopping Center: (a) sporting goods stores such as Sports Authority, Dicks Sporting Goods, Cabellas, Academy Sports and similar retailers; (b) shoe retailers such as Shoe Carnival, Famous Footwear, Rack Room, DSW, Off Broadway and similar retailers; or (c) traditional department stores, such as Belk, JC Penney, and Kohl's and similar retailers; (d) office supply retailers such as Staples, Office Depot, and similar retailers; (e) children or baby supply retailers such as Toys R Us, Babies R Us, Buy Buy Baby and similar retailers; (f) home furnishing retailers such as Bed Bath and Beyond, and similar retailers; or (g) Rue 21, Dress Barn, Barnes and Noble, Books A Million, 2nd and Charles, Versona, Charming Charlies, Beauty Brands, full line Furniture Retailers (such as similar to Ashley Furniture, Haverty's, American Signature, Rooms to Go, Bassett Furniture), or Old Navy, Forever 21, H&M, Pier One, Cost Plus World Market, Total Wine, Liquor Barn, Crate and Barrel, William Sonoma, Pottery Barn, Apple Store, Gap, Banana Republic, New York & Company, Express, J Crew, American Apparel, Land's End, LL Bean, Lane Bryant, Catherine's, Justice, Hibbett Sports, Omega Sports, Francesca's, Sephora, Container Store, or Hallmark; or (h) the opening of Beall's Outlet at any time after five (5) years following the Effective Date on Landlord's Parcel (or at any time on the Future Development Parcel); or (i) the opening of HomeGoods at any time after five (5) years following the Effective Date on Landlord's Parcel (or at any time on the Future Development Parcel), provided however, that if during such (5) year period, Marshalls shall cease to operate within the Shopping Center, Landlord shall be permitted to lease the former Marshalls' space to HomeGoods.

## STARBUCKS:

### 5.4 EXCLUSIVITY.

Except as otherwise provided herein, Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Shopping Center for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) brewed coffee or (d) coffee based blended beverages. In the event of a violation of Tenant's exclusive use, from and after the date of Tenant's notice to Landlord that a violation has occurred (together with reasonable supporting evidence) Tenant's Base Rent due under the Lease during the time of the violation shall be reduced by fifty percent (50%) until the violation has been cured and the competing tenant(s) within the Shopping Center cease the sale of any of the products protected by Tenant's exclusive use described above. In the event that the violation continues for more than one hundred eighty (180) days, Tenant shall have the right to terminate the Lease, except that Landlord's cure period of one hundred eighty (180) days shall be extended for an additional one hundred eighty (180) days as long as Landlord is diligently pursuing a cure; provided however that Tenant's termination right provided in the preceding sentence must be exercised, if at all, by written notice to Landlord within thirty (30) days following the expiration of the 180-day period or 360-day period if the initial 180-day period is extended as provided above. If Tenant does not terminate this Lease as provided above, then as of the expiration of any express termination right granted Tenant herein, Tenant shall immediately begin payment of full Base Rent and no termination right shall exist for the exclusive violation originally claimed by Tenant.

Notwithstanding the foregoing, the following shall not be subject to the exclusive language above:

- i. anchor tenants occupying at least ten thousand (10,000) contiguous square feet operating under a single trade name shall not be subject to Tenant's exclusive;
- ii. full service, sit-down restaurants with a wait staff and table service serving a complete menu may sell, in conjunction with a sale of a meal, brewed coffee, tea and hot espresso drinks for on-premises consumption only as long as there is no advertising of Tenant's exclusive items visible from the exterior of such tenant's space;
- iii. any existing tenant as of the date of this Lease Agreement (which existing tenants, with a statement of their permitted use clauses, are set forth on Exhibit H attached hereto and by this reference incorporated herein);
- iv. the Kroger Parcels;
- v. any out parcel owned by another party as of the date of this Lease, or any out parcel to be sold to another party acquiring title to an out parcel pursuant to a valid and binding contract dated prior to the date of this Lease;

- vi. in addition to all the above, up to three (3) restaurants of any kind or nature, may sell Tenant's exclusive items as long as the sale of espresso, espresso based drinks or whole or ground coffee beans does not, in the aggregate exceed ten percent (10%) of such restaurant's aggregate gross sales; and
- vii. in addition to all the above, up to one (1) fast food and one (1) quick service restaurants, may sell Tenant's exclusive items as long as the sale of espresso, espresso based drinks or whole or ground coffee beans does not, in the aggregate exceed ten percent (10%) of such restaurant's aggregate gross sales.

**ULTA:**

Fundamental Lease Provision Defined Term #32:

**"Tenant's Protected Uses"** shall mean (i) the retail sale of cosmetics, fragrances, health and beauty products and accessories, hair care products and accessories; personal care appliances; skin care products, and body care products; and (ii) the operation of a full service beauty salon. The term "full service beauty salon" for purposes of this Section shall be defined as the offering of any of or a combination of the following services: hair care (including cutting, styling, hair treatments, highlighting, tinting, coloring, texturizing, smoothing and hair extensions); facials; esthetician services; skin care services (skin treatments for face and body); beauty treatments/services; hair removal (including waxing, threading and tweezing for face and body); eye lash extension services; nail services; and therapeutic massage.

5.4 Tenant's Exclusive Rights.

(a) Tenant shall have the exclusive right ("Tenant's Exclusive") to conduct any portion of Tenant's Protected Uses in Landlord's Parcel and the Owned Outparcels and all other tenants or other occupants of any portion of Landlord's Parcel and the Owned Outparcels shall be prohibited from engaging in any portion of Tenant's Protected Uses for so long as Tenant is open for business and operating any portion of Tenant's Protected Uses in the Premises (excepting Permitted Closures).

Notwithstanding the foregoing, Tenant's Exclusive shall not apply to uses associated with (i) existing tenants in Landlord's Parcel or the Owned Outparcels who are as of the Effective Date not prohibited from selling or providing all or any part of such products and services covered by Tenant's exclusive rights pursuant to their respective leases and, except to the extent Landlord has any control thereover pursuant to the terms of their leases, their respective assignees, subtenants and licensees, (ii) any national retail tenant operating in excess of twenty-two thousand (22,000) square feet in Landlord's Parcel or the Owned Outparcels that sells the goods or provides the services that are covered by Tenant's exclusive rights as a part of its normal business operations, but not as its primary use, (iii) incidental sales (i.e., not more than four hundred [400] square feet of such tenant's total premises is used to sell or provide any of the products or services that comprise Tenant's Protected Uses), (iv) nail salons, (v) therapeutic massage facilities, such as Massage Envy or Elements, (vi) hair removal salons (including, without limitation, waxing,

threading or tweezing for face and body), (vii) family hair care such as Great Clips, Fantastic Sam's or other similar value-oriented type operations, or (viii) day spas.

(b) Although Tenant's Exclusive shall not apply against occupants on the Adjacent Property, Landlord shall prohibit the operation of a business on the Adjacent Property whose primary business is for the retail sale of cosmetics, fragrances, health and beauty products, hair care products and accessories; personal care appliances; skin care products, and body care products.

Notwithstanding the foregoing, such prohibition shall not apply to uses associated with any private label retailer on the Adjacent Property that offers only brands owned by such retailer in two thousand (2,000) square feet or less of floor area, such as M.A. C., Origins, Crabtree & Evelyn, Bath & Body Works, Avon, Victoria's Secret and Charming Charlie's.

### **UNITED COMMUNITY BANK**

#### Outlot Declaration – Dated January 20, 2017

*\* Note: Hendon-BRE Dawson Marketplace, LLC is the "Declarant"*

For a period of five (5) years from the date of the conveyance of Outlot 11 (i.e. from February 21, 2017) from Declarant to United Community Bank (the "Outlot 11 Conveyance Date"), no Outlot, except as specifically excluded herein, shall be used for the purpose of or in connection with the business of a commercial bank with a drive-thru (the "Outlot 11 Exclusive").

Notwithstanding anything to the contrary herein, the Outlot 11 Exclusive shall not apply to any of the following: (a) Outlot 5, (b) Occupants pursuant to leases or occupancy agreements signed prior to the Outlot 11 Conveyance Date, (c) any Outlets not owned by Seller as of the Outlot 11 Conveyance Date, or (d) in-line space without a drive-thru.

Any change in the use of Outlot 11 after the Outlot 11 Conveyance Date shall be subject to the exclusives and/or prohibited uses granted to Occupants of the Outlets owned by Declarant as of the time of such change in use.

### **VERIZON WIRELESS:**

8.10. So long as Tenant is open and operating for the Permitted Use and is not in default hereunder beyond applicable notice and cure periods, Landlord agrees that neither it nor any related or affiliated entity shall enter into any agreement giving any third party the right, nor permit any third party, during the Lease Term to conduct any business whose primary business is the furnishing of wireless and/or wireline communications services (including, without limitation, voice, data, paging, text messaging, television, video, fiber optic cable and internet access) and the sale and servicing of wireless and/or wireline communications equipment and related accessories, internet devices, wireless computing equipment; and any services and items which are a technological evolution of any of the foregoing services, equipment and/or accessories (collectively, the "Exclusive Use"), within the Shopping Center; provided however, the foregoing restriction shall not apply to any leases existing as of the date of this Lease, the Kroger Parcel, nor

shall it apply to tenants of the Shopping Center occupying 20,000 square feet or more.

## PROHIBITED USES

REA: ( RECIPROCAL EASEMENT AGREEMENT with KROGER )

### SECTION 6.4

No part of any Parcel shall be used for the following prohibited uses: (i) an operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (ii) any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance; (iii) any dumping, disposing, incineration or reduction of garbage (provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building); (iv) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; (v) any central laundry, dry cleaning plant or laundromat (provided, however, this prohibition shall not be applicable (a) to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located, or (b) to dry cleaners that use an environmentally friendly solvent or system; (vi) any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation (provided, however that the foregoing shall not prohibit the incidental sale of recreational trailers or vehicles as part of the operation of a sporting goods or outdoor sporting store operation provided however that the storage or sale of any such trailer or vehicles in located in any Common Area, then the location of any exterior sales or storage must be at least fifty feet (50') away from any Permanent Access Drive); (vii) any bowling alley or skating rink (provided, however that the foregoing shall be permitted on the Future Development Parcel or on the Supermarket Parcel, unless any portion of the Future Development Parcel is already being used for such purpose, in which event such use shall not be permitted on the Supermarket Parcel); (viii) any movie theater or live performance theater (provided, however that the a movie theater shall be permitted on the Future Development Parcel or on the Supermarket Parcel, unless any portion of the Future Development Parcel is already being used for such purpose, in which event such use shall not be permitted on the Supermarket Parcel); (ix) any hotel, motel, short or long term residential use (provided, however that the foregoing shall be permitted on the Future Development Parcel and Outlot #2, Outlot #12 and Outlot #13); (x) any mortuary, funeral home, crematory, cemetery or mausoleum; (xi) any establishment selling or exhibiting drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff; (xii) any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall, provided, however that this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to a permitted business operation); (xiii) any flea market, bingo parlor, recreational center or dance hall; (xiv) any "adult bookstore", night club, discotheque, massage parlor, any establishment which provides live "adult" entertainment or any establishment which sells, rents, licenses or exhibits drug-related paraphernalia or pornographic or obscene materials, except that this provision shall not prohibit (a) videotape sale and rental stores which sell or rent non-"x-rated" videotapes (that is, "G" to "R"-rated videotapes) for off-premises viewing only, or



(b) book stores or other stores that sell general audience books and other reading/listening materials.

**BEALL'S:**

Except as otherwise permitted below or pursuant to any existing leases as of the date of this Lease, none of LL's Parcel (excluding the Outparcels) can be used for any of the following Prohibited Uses:

- (i) a massage parlor (other than a Massage Envy, day spa or massage therapy operation such as is typically located in similar shopping centers);
- (ii) a movie theater (except if located at least 300 feet away from the front door of the Premises);
- (iii) a bar or tavern deriving more than forty percent (40%) of its sales from the sale of liquor for on premises consumption in excess of five thousand (5,000) square feet;
- (iv) an amusement arcade, billiards room, pool hall, bowling alley (except if located at least 300 feet away from the front door of the Premises);
- (v) a live entertainment facility, stage production(s), video game room, skating rink, bingo parlor, or other place of public amusement, provided, however that the foregoing shall not prohibit an otherwise permissible business from having video or amusement games as an incidental part of its business;
- (vi) any office or professional space, provided, however that the following shall be permitted: (a) any office use as is incidental to a retail operation, (b) any service retail uses typically located in shopping centers, and (c) any office or professional use that is located less than 300 feet away from the front door of the Premises );
- (vii) any industrial or manufacturing uses or warehousing operations (except for retail warehouse businesses typically located in similar shopping centers);
- (viii) any meeting halls or place for private clubs or organizations;
- (ix) gas stations (except on an Outparcel);
- (x) motorcycle shops (sales or service);
- (xi) gun shops (other than the sale of guns as part of a sporting goods or outdoor recreation retail business);
- (xii) pawn shops, flea markets, second hand merchandise operations and consignment operations (other than retail operations specializing primarily in the sale of upscale second hand merchandise and consignment operations typically found in similar shopping centers);
- (xiii) adult book or adult video stores, or other businesses which sell or display pornographic material or operates businesses that are unsuitable for children to visit and patronize (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality);
- (xiv) automobile, boat or trailer sales (except as incidental to the operation of a sporting goods store); and
- (xv) any use where inventory is stored or displayed in the Lessee's Protected Area.

## FIVE BELOW:

7.4 As of the date hereof and during the Term of this Lease, but subject to the rights of occupants operating under leases that are in effect as of the Effective Date, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Landlord Parcel or any Outparcels (nor shall Tenant use the Premises) for the following uses: (i) an operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (ii) any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance; (iii) any dumping, disposing, incineration or reduction of garbage (provided, however, this prohibition shall not be applicable to garbage compactors located near the rear of any building); (iv) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; (v) any central laundry, dry cleaning plant or laundromat (provided, however, this prohibition shall not be applicable (a) to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Shopping Center is located, or (b) to dry cleaners that use an environmentally friendly solvent or system; provided, however, neither of the foregoing may be located within five hundred feet of any demising wall of the Premises); (vi) any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation (provided, however that the foregoing shall not prohibit the incidental sale of recreational trailers or vehicles as part of the operation of a sporting goods or outdoor sporting store operation provided however that the storage or sale of any such trailer or vehicles in located in any Common Area, then the location of any exterior sales or storage must be at least fifty feet (50') away from any "Permanent Access Drive" (as such term is defined in the REA)); (vii) any bowling alley or skating rink (provided, however that the foregoing shall be permitted on the "Future Development Parcel" (as such term is defined in the REA)); (viii) any movie theater or live performance theater (provided, however that the a movie theater shall be permitted on the Future Development Parcel); (ix) any hotel, motel, short or long term residential use (provided, however that the foregoing shall be permitted on the Future Development Parcel and Outparcel #2, Outparcel #12 and Outparcel #13); (x) any mortuary, funeral home, crematory, cemetery or mausoleum; (xi) any establishment selling or exhibiting drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff; (xii) any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall, provided, however that this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to a permitted business operation); (xiii) any flea market, bingo parlor, recreational center or dance hall; or (xiv) any "adult bookstore", night club, discotheque, massage parlor, any establishment which provides live "adult" entertainment or any establishment which sells, rents, licenses or exhibits drug-related paraphernalia or pornographic or obscene materials, except that this provision shall not prohibit (a) videotape sale and rental stores which sell or rent non-"x-rated" videotapes (that is, "G" to "R"-rated videotapes) for off-premises viewing only, or (b) book stores or other stores that sell general audience books and other reading/listening materials.

## HOBBY LOBBY:

### 7.2. Prohibited Uses.

Except as otherwise expressly permitted herein, none of the following shall be permitted in the Landlord's Parcel, the Outparcels, or Phase II (collectively, the "Prohibited Uses"):

- (i) store selling liquor, beer, or wine, but not to prohibit the incidental sales of alcohol by a restaurant so long as the annual gross sales receipts of such items are less than forty percent (40%) of the total annual gross sales of such restaurant;
- (ii) massage parlor, except that a licensed therapeutic massage parlor such as Massage Envy shall be permitted;  
bowling alley, billiard parlor, arcade, or other place of amusement or recreation, but not to prohibit a bowling alley within Phase II;  
second-hand store whose principal business is selling used merchandise such as Goodwill, but not to prohibit an upscale used goods store such as GameStop, Plato's Closet or Play-it-Again Sports;
- (v) pawn shop;
- (vi) head shop or store selling marijuana;
- (vii) payday loan or check cashing provider;
- (viii) child care center, but not to prohibit such use within Phase II;
- (ix) funeral home or mortuary;
- (x) school, church, or other place of worship, but not to prohibit a school within Phase II;
- (xi) flea market;
- (xii) tattoo parlor or body piercing establishment;
- (xiii) theater, but not to prohibit such use within Phase II;
- (xiv) adult video store and adult book store;
- (xv) adult entertainment club;
- (xvi) night club;
- (xvii) health club, exercise studio, spa, except that a health club, exercise studio or spa shall be permitted provided that the premises used for such a business is located at least three hundred feet (300') from the nearest exterior wall of the Leased Premises;
- (xviii) place of betting, gambling, bingo, or other gaming;
- (xix) self-service laundry facility;
- (xx) on-site dry cleaner, provided that the operation of a pick-up/drop-off dry cleaner and/or environmentally safe dry cleaning business shall be permitted;
- (xxi) hotel, motel, or other place of residence, but not to prohibit a hotel or motel within Phase II;
- (xxii) car wash, auto body shop, junk yard or auto rental business, provided however that (a) car washes shall be permitted on the Outparcels, and (b) an auto rental business shall be permitted on the Outparcels;
- (xxiii) animal facility, except that a national or regional pet store such as Petco or PetSmart are permitted;
- (xxiv) manufacturing operation; or
- (xxv) anything constituting a public or private nuisance.

## **MARSHALLS:**

4. (A) Landlord agrees that Landlord's Parcel shall not be used (a) for any non-retail purposes (repairs, alterations and offices incidental to retailing, and banks and small loan offices, not being deemed non-retail), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema (except that one cinema shall be allowed, provided same is at least 300' from the Demised Premises), bar, nightclub, discotheque, amusement gallery, poolroom, health club, massage parlor, sporting event, sports or game facility, off-track betting club, or (c) for any establishment which sells or displays pornographic materials or (d) for any establishment which sells or dispenses marijuana or (e) for any establishment which sells or displays used merchandise or second hand goods. No more than one (1) restaurant or establishment selling food prepared on premises for consumption on or off premises shall be located within 150' of the Demised Premises, and such one (1) restaurant shall occupy not more than 1,600 square feet of building area. No more than 5,000 square feet of building floor area in the aggregate in Landlord's Parcel shall be devoted to such uses. No individual restaurant within an Outparcel shall exceed 7,000 square feet in area. (Collectively the uses described herein are referred to as the "Prohibited Uses".)

## **PETCO:**

### **11. CHARACTER OF SHOPPING CENTER**

Tenant has entered into this Lease in reliance upon representations by Landlord that, subject to the rights of tenants under existing leases as of the date hereof and the REA the Landlord's Parcel is and will remain substantially retail in character and, further, no part of Landlord's Parcel shall be used as an auditorium, meeting hall, school or other place of public assembly, telemarketing or call center (unless located at least two hundred fifty (250) feet from the Premises or on a self-parked Outparcel), gymnasium (unless located at least two hundred fifty (250) feet from the Premises or on a self-parked Outparcel) or dance hall; for Bingo or similar games of chance, or as a massage parlor (provided such restriction shall not apply to the provision of massage service as incidental to a day spa, salon or health club), bowling alley (unless located at least two hundred fifty (250) feet from the Premises or on a self-parked Outparcel), skating rink, car wash, car repair or car rental agency (other than on Outparcels), night club or adult book or adult video store (provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located [such as, for example, Books-A-Million or Barnes & Noble, as said stores currently operate] and the display and dissemination of catalogues of a "mainstream" first class retail tenant's merchandise, such as Victoria's Secret or Abercrombie & Fitch, shall not be deemed a "pornographic use" hereunder and the sale or rental of such videos by a national video store of the type normally located in first-class shopping centers in the State in which the Shopping Center is located [such as, for example, Family Video, as said store currently operates] shall not be prohibited hereunder) or for a restaurant within two hundred fifty (250) feet from the Premises, except with Tenant's permission, which Tenant may choose to give or deny in its sole and absolute discretion.

## ROSS:

### 3.2.1 Retail Use.

General Rule. Tenant has entered into this Lease in reliance upon representations by Landlord that Landlord's Parcel (including any Outparcels under Landlord's ownership or control) is and shall remain retail in character, and, further, except as otherwise set forth in Section 3.2.1(b) below, no part of Landlord's Parcel (including any Outparcels under Landlord's ownership or control) shall be used for office or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," mortuary or funeral home, gymnasium, veterinary services or pet vaccination clinic or overnight stay pet facilities (except as an incidental use in conjunction with the operation of a national or regional pet store retailer, provided such pet store retailer is not located within one hundred fifty (150) feet of the front and side perimeter walls of the Store), health club, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, bar, sports bar, or any restaurant where the on-premises consumption of alcohol exceeds forty-five (45%) of gross sales (and which shall include Buffalo Wild Wings, Elephant Bar and BJ's Brewhouse regardless of the percentage sale of alcohol, and other similar establishments) facility offering gambling to the public (including any so-called Internet café that offers gambling to the public, off track betting facility, casino or gaming facility), provided that the incidental sale of lottery tickets shall be permitted, the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in Landlord's Parcel within one hundred (100) feet of the front and side perimeter walls of the Store, except if located wholly within the interior of another tenant's or occupant's premises. No tenant or occupant of Landlord's Parcel (including any Outparcels under Landlord's ownership or control), other than Tenant, shall be permitted to use two thousand five hundred (2,500) square feet or more of Leasable Floor Area of its premises primarily for the rental or sale of prerecorded audio or video merchandise or electronic games software and technological evolutions thereof (except that such prohibition shall not apply to Gamestop or tenants occupying or leasing ten thousand (10,000) square feet of Leasable Floor Area or more for use by a single use electronics store such as Best Buy, HH Gregg, Staples or similar operator). No tenant or occupant of Landlord's Parcel (including any Outparcels owned or controlled by Landlord), other than Tenant, shall be permitted to use its premises for the sale of whole bean and ground coffee by a specialty retailer with more than eleven thousand (11,000) locations in the United States unless such coffee retailer agrees in its lease that any exclusive use rights that may be granted by Landlord in such coffee retailer's lease shall not apply to other tenants on Landlord's Parcel whose premises exceed five thousand (5,000) square feet (the "Coffee Restriction"). Landlord shall not lease space nor allow space to be occupied in Landlord's Parcel (including any Outparcels under Landlord's ownership or control) by any occupant other than Tenant, whose use of the space shall be (a) for bridal wear, except for bridal wear retailers having less than two hundred and fifty (250) stores nationwide, (b) for a store primarily selling merchandise at one price or set prices such as 99 Cents store, as they are operated as of the Effective Date, except that a Dollar Tree and its successors and assigns will be allowed, or (c) for a discount department store under twenty thousand (20,000) square feet of

Leasable Floor Area, such as, Family Dollar store, as they are operated as of the Effective Date, and other such types of operations. Further, no restaurant or other “High Intensity Parking User” (as hereinafter defined) shall be permitted in Landlord’s Parcel within five hundred (500) feet of the front and side perimeter walls of the Store. A “High Intensity Parking User” is a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with governmental regulations. The foregoing use restrictions are referred to herein as the Ross Prohibited Uses. The Ross Prohibited Uses shall not apply to Existing Tenants.

Exceptions to Retail Use. Notwithstanding the provisions set forth in Section 3.2.1(a) above, the following uses shall be permitted in the Shopping Center:

Retail Service Offices. Retail Service Offices, which are defined as offices which cater to the general public and are typically found in shopping centers, such as banks, insurance agents, travel agents, realtors, stock brokers, and dental or medical offices, shall be permitted in Landlord’s Parcel (including any Outparcels under Landlord’s ownership or control) provided that: (A) the total aggregate Leasable Floor Area permitted for such use shall not exceed ten percent (10%) of the Leasable Floor Area of Landlord’s Parcel (including any Outparcels under Landlord’s ownership or control), (B) no individual Retail Service Office on Landlord’s Parcel use may contain more than one thousand six hundred (1,600) square feet of Leasable Floor Area, and (C) no individual Retail Service Office shall be located within three hundred (300) feet of the front and side perimeter walls of the Store.

Theater or Auditorium. A theater or auditorium no greater than ninety thousand (90,000) square feet shall be permitted in the Future Development Parcel shown on the Site Plan.

Health Club/Gymnasium. One (1) health club or fitness center shall be permitted in the Future Development Parcel shown on the Site Plan, provided that such use is operating in no more than fifty thousand (50,000) square feet of Leasable Floor Area.

Therapeutic Massage. One (1) therapeutic massage facility shall be permitted in Landlord’s Parcel (including any Outparcels under Landlord’s ownership or control), provided that such use is (A) consistent with a first class therapeutic massage retailer, such as, for example, Massage Envy, (B) operating in no more than four thousand (4,000) square feet of Leasable Floor Area, and (C) not located within three hundred (300) feet from the front and side perimeter walls of the Store.

Office and Residential. The Future Development Parcel may be used entirely as an “office park” or as a residential development. In the event, the Future Development Parcel was used entirely in the manner stated in the preceding sentence, the Future Development Parcel would not be considered a part of the Shopping Center.

Car Wash. One (1) car wash, provided such facility is compatible with a first class shopping center, may be located on only one (1) of the following Outparcels: 1, 2, 3, 4, 8, 9, 10, or 11.

Coffee. The Coffee Restriction shall not prohibit the sale of packaged whole bean or packaged ground coffee by grocery stores and supermarkets; drug stores, department stores and so-called

“dollar stores” (examples include CVS, Target, 99 Cent Store, and Dollar Tree); fast food restaurants such as McDonald’s, Burger King, or Wendy’s; Dunkin Donuts, Winchell’s Donuts, Noah’s Bagels, Einstein’s Bagels, and similar retailers operating primarily for the sale of donuts, bagels, or pastries; Coffee Bean & Tea Leaf, Peet’s Coffee & Tea, Caribou Coffee, Gloria Jean’s, or Tully’s or any other coffee retailer other than a coffee retailer who violates the Coffee Restriction set forth above.

**TACO BELL:**

Provided Outlot 1B is being used for the operation of a Mexican themed fast-food restaurant with drive-through service (excluding temporary closures due to casualty, condemnation or remodeling), Developer’s Outlots shall not be used for the operation of a Mexican themed fast-food restaurant with drive-through service (such as Del Taco). The foregoing restriction shall not (i) apply to Developer’s Outlots or space within Developer’s Outlots that are sold, leased or ground leased to any third party prior to the date of this Covenant; (ii) prohibit the operation of any Mexican themed restaurant that does not operate a drive through for its customers; (iii) restrict or prohibit the operation of any so-called fast casual Mexican inspired restaurants, including but not limited to Moe’s Southwest Grill, Willy’s Mexicana Grill, Barberitor’s, Chipotle Mexican Grill, Qdoba Mexican Grill or Pollo Tropical.

**ULTA:**

Art. 5.3 – Use Restrictions / Restricted Uses:

5.3 **Use Restrictions/Restricted Uses.** The Use Restrictions (as defined in **Exhibit E**) shall be prohibited or restricted throughout the Landlord's Parcel and the Owned Outparcels in accordance with **Exhibit E**. Additionally, the following “**Restricted Uses**” shall not be permitted within the area identified on the Site Plan as the Restricted Area (“**Restricted Area**”): drive-throughs; children's recreational, educational or day-care facilities; restaurants occupying more than two thousand five hundred (2,500) square feet of Gross Floor Area; offices; professional uses; cinema or theater; place of recreation (including, but not limited to, a bowling alley, skating rink, carnival, game arcade, swimming pool, hot tub, gym, health club or exercise facility); and schools of any kind.

Notwithstanding the foregoing, no Use Restriction or Restricted Uses shall apply to an existing tenant in Landlord's Parcel or the Owned Outparcels that is not subject to such Use Restriction or Restricted Use pursuant to its lease existing as of the Effective Date; provided, however, if Landlord has the right to approve or consent to a change of use thereunder in connection with an assignment, subletting or otherwise, unless the withholding of Landlord’s approval or consent would be unreasonable and in violation of such lease, Landlord shall enforce the Use Restrictions and Restricted Uses in exercising such right.

Exhibit E – Use Restrictions:

The following use restrictions (collectively the "**Use Restrictions**", or individually a "**Use Restriction**") are prohibited or restricted during the Term in any portion of the Landlord's Parcel

and the Owned Outparcels to the extent set forth below:

(a) a nuisance; use causing loud noises or offensive odors (including any business using exterior loud speakers); any use that produces noise and/or vibrations that can be heard and/or felt in the Common Areas and/or the Premises; manufacturing facility; dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location); automobile repair shop or service station or any facility storing or selling gasoline or diesel fuel in or from tanks; used clothing or thrift store or liquidation outlet (other than Restoration Hardware Outlet and other quality outlet stores or a first class

"second hand" store such as Play It Again Sports, Plato's Closet or Kid to Kid); massage parlor (other than a first class day spa offering massage services or therapeutic massage facility such as Massage Envy); adult book shop or adult movie house; mortuary or funeral parlor; coin operated laundry; cocktail lounge, bar or tavern with alcohol sales in excess of forty percent (40%) of such establishment's gross sales; night club; drug store/pharmacy; swimming pool or hot tub (other than as part of a first class health club or day spa); church; hotels, motels or other lodging; the cultivation, sale or dispensing of marijuana; drive-throughs; children's recreational, educational or day care facility); offices; professional uses including doctors' or dentists' offices; a school of any nature, including a beauty school, barber's college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers (other than on the Owned Outparcels); and

any other use inconsistent with the operation of a high quality retail shopping center; and

(b) the use restrictions or prohibitions that exist as of the Effective Date under leases, declarations of covenants or restrictions or other agreements or documents in effect as of the Effective Date which affect any portion of the Shopping Center to the extent set forth in **Exhibit E-1**, which Landlord represents and warrants to Tenant are true and complete verbatim extracts from such instruments; and

(c) the exclusive use rights that exist as of the Effective Date under leases in effect as of the Effective Date which affect any portion of the Shopping Center to the extent set forth in **Exhibit E-2**, which Landlord represents and warrants to Tenant are true and complete verbatim extracts from such leases and the name of the tenant which each exclusive use right benefits.

#### **VERIZON WIRELESS:**

##### 24.13 Retail Character of Shopping Center.

Landlord agrees that not more than twenty percent (20%) of the gross leasable area of the Shopping Center shall be used for non-retail purposes. The following shall be considered "service retail" and shall not fall into the 20% limitation: banks, travel agency, real estate office and small loan offices.



**EXHIBIT D**

**GUARANTY**

**THIS GUARANTY** (the "Guaranty") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by Rajnikant Patel and Jayshree Patel (jointly and severally, "Guarantor"), individuals, to and for the benefit of HENDON-BRE DAWSON MARKETPLACE, LLC, a Georgia limited liability company ("Landlord").

**W I T N E S S E T H:**

**WHEREAS**, Landlord and MP Dawsonville, LLC, a Georgia limited liability company, as Tenant (the "Tenant") propose to enter into a certain Lease dated \_\_\_\_\_, 2017 (the "Lease") for the leasing of space located on Outparcel #14, known as Suite 160 (the "Premises") of the shopping center commonly known as "Dawson Marketplace", located in Dawsonville, Georgia, and

**WHEREAS**, Guarantor as principals of Tenant is desirous that Landlord make and enter into the Lease with Tenant; and

**WHEREAS**, Landlord requires as a condition to its execution of the Lease that Guarantor guarantees the full performance of the obligations of Tenant under the Lease;

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00), the execution of the Lease by Landlord and for other good and valuable consideration, the receipt, adequacy and sufficiency of all of which are hereby acknowledged by Guarantor, Guarantor does hereby agree as follows:

1. **Guaranty** - Guarantor hereby unconditionally guarantees the full, faithful and punctual performance of each and all of the terms, covenants, agreements and conditions of the Lease to be kept and performed by Tenant, in accordance with and within the time prescribed by the Lease, including, without limitation, the payment of all Minimum Rent, Additional Rent, all other charges or other sums accruing under the Lease, any damages owed Landlord in the event Tenant defaults under the Lease, together with interest on all of the foregoing as provided in the Lease, and all other costs and expenses required to be paid by Tenant under the Lease, including, without limitation, attorneys' fees, if applicable, incurred by Landlord (all of the foregoing sometimes hereinafter referred to as the "Obligations"). Guarantor does hereby agree that if all or any part of the Obligations are not paid or performed by Tenant pursuant to the terms and conditions of the Lease, Guarantor will immediately make such payments to Landlord or cause such performance to occur.

2. **No Discharge** - This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding (i) any extension, modification, amendment or alteration of the Lease between Landlord and Tenant, (ii) any assignment of the Lease or sublease of the Premises, with or without the consent of Landlord, (iii) any extension or modification of the liability of Tenant or any extension, modification or release of the liability of any other guarantor of the Lease, (iv) any dissolution or liquidation of Tenant or change in the composition of the partners of Tenant; and no extension, modification, amendment, alteration or assignment of the Lease, sublease of the Premises, dissolution of Tenant, change in the composition of partners of Tenant, and no other agreements or releases between Landlord and any other guarantor of the Lease (with or without notice to or knowledge of Guarantor) shall in any manner release or discharge Guarantor. Guarantor does hereby consent to any such extension, modification, amendment, alteration, release or assignment of the Lease, sublease of the Premises, dissolution or liquidation of Tenant or change in the composition of partners of Tenant. This Guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor.

3. **Unchanged by Bankruptcy** - This Guaranty will continue unchanged notwithstanding any bankruptcy, reorganization, or insolvency of Tenant or any successor or assignee thereof, any discharge of Tenant in connection therewith, or any disaffirmance or abandonment by a trustee or Tenant.

4. **Transfer or Assignment** - Landlord may, without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder.

5. **Primarily Liable** - This Guaranty is a guaranty of payment and not of collection. The liability of Guarantor under this Guaranty shall be primary and direct and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Tenant or any other party liable under the Lease or any other guaranty of the Lease. Guarantor hereby waives any right that it may have pursuant to applicable law to require that Landlord proceed first against Tenant before pursuing Guarantor.

6. **Default** - In the event of a default by Tenant under the Lease, Landlord shall have the right to enforce its rights, powers and remedies under the Lease, any other guaranty of the Lease, and under this Guaranty and all rights, powers and remedies available to Landlord shall be non-exclusive and cumulative of all other rights, powers and remedies under the Lease, any other guaranty of the Lease or under this Guaranty or by law or in equity. The obligations of Guarantor hereunder are independent of the obligations of Tenant or any other guarantor, and Landlord may proceed directly to enforce all rights under this Guaranty without proceeding against or joining Tenant, any other guarantor or any other person or entity. Guarantor hereby

authorizes and empowers Landlord upon a default by Tenant under the Lease, at its sole discretion and without notice to Guarantor, to exercise any right or remedy which Landlord may have under the Lease and Guarantor shall be liable to Landlord for any deficiency resulting from the exercise by it of any such remedy, even though any right which Guarantor may have against Tenant or others may be lost or diminished by exercise of any such remedy. Until all of the Obligations have been performed and paid in full, Guarantor shall have no right of subrogation to Landlord and Guarantor hereby waives any rights to enforce any remedy which Landlord may have against Tenant.

7. **Proceeds** - Guarantor hereby authorizes Landlord, without notice to Guarantor, to apply all payments and credits received from Tenant or realized from any personal property of Tenant on the Premises in such manner and in such priority as Landlord in its sole judgment shall see fit to the Obligations which are the subject of this Guaranty.

8. **Binding on Successors** - Guarantor's obligations hereunder shall not be assigned or delegated but this Guaranty shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor.

9. **Waivers** - Guarantor expressly waives and agrees not to assert or take advantage of: (a) any defense that may arise by reason of the failure of Landlord to file or enforce a claim against Tenant or Guarantor in bankruptcy or any other proceeding, (b) any defense based on the failure of Landlord to give notice of the creation, existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the Obligations, (c) any duty on the part of Landlord to disclose to Guarantor any facts it may know or hereinafter acquire regarding Tenant, (d) any defense based on lack of diligence on the part of Landlord in the collection of any and all of the Obligations, and/or (e) demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, and any and all other notices or demands to which Guarantor might otherwise be entitled by law. The intent of this provision is to render the liability of Guarantor hereunder co-extensive with the liability of Tenant under the Lease (except that Guarantor shall not be entitled to any defenses resulting from any bankruptcy or similar proceeding affecting Tenant) by waiving any defense that would result in Guarantor not being liable to the extent that Tenant is liable.

10. **No Oral Modification** - This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord except by a writing signed by Landlord.

**11. Representations** - Guarantor hereby represents and warrants that:

(a) Guarantor is not in default under any agreement to which Guarantor is a party, the effect of which will materially and adversely impair performance by Guarantor of the Obligations;

(b) There are no actions, suits or proceedings pending or threatened against Guarantor before any court or any governmental, administrative, regulatory, adjudicatory or arbitral body or agency of any kind that will affect performance by Guarantor of the Obligations; and

(c) Neither this Guaranty nor any document, financial statement, credit information, certificate or statement heretofore furnished or required herein to be furnished to Landlord by Guarantor contains any untrue statement of facts or omits to state a fact material to this Guaranty as of the date of this Guaranty.

**12. Severability** - The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty shall not extend beyond such provision or circumstances, and no other provision of this instrument shall be affected thereby. This provision shall control every other provision of this Guaranty.

**13. Construction** - Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**14. Choice of Law** - This Guaranty is to be performed in the State where the Premises is located and shall be governed by and construed in accordance with the laws of the State where the Premises is located.

**15. Counterparts** - This Guaranty is executed in multiple counterparts, all of which shall be deemed originals, but all of which shall constitute one and the same instrument.

**16. Captions** - The paragraph headings used in this Guaranty are for suggestive purposes only and are not intended to be an accurate or comprehensive summary of the terms and provisions of this Guaranty.

**17. Time of Essence** - Time is of the essence of this Guaranty.

**18. Joint and Several Liability** - The liability of Guarantor hereunder shall be joint and several with the liability of any other guarantor of the Lease and with the liability of any other party liable under the Lease.

19. **Financial Statements** - Guarantor agrees to provide Landlord upon request but not more often than annually with copies of its audited financial statements.

20. **Miscellaneous** - Notwithstanding anything contained herein to the contrary, (i) in no event shall the obligation of the Guarantor exceed the obligations imposed in the Lease except to the extent of attorney's fees and costs incurred by Landlord hereunder for which Guarantor is liable, (ii) the Guarantor reserves any and all defenses available to Tenant under the Lease except those that are the subject of express waivers contained herein and those available to Tenant in any bankruptcy or similar proceeding. In the event of any litigation relating to the terms of this Guaranty, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.

21. **Duration of Guaranty** - Notwithstanding anything to the contrary contained herein, if Tenant has not been in default under the terms and conditions of the Lease at any time prior to the fifth (5<sup>th</sup>) anniversary of the date that Tenant opens its doors to the public for the permitted use set forth in the Lease ("Tenant's 5<sup>th</sup> Anniversary"), then subsequent to Tenant's 5<sup>th</sup> Anniversary, Guarantor's maximum liability herein shall not exceed (a) the sum of the total of six (6) months of rent under the Lease (inclusive of the Minimum Annual Rent and all additional charges due and payable thereunder), calculated at the then-current rental rate set forth in the Lease at the time of the event of default thereunder, plus (b) all costs incurred by Landlord in connection with the enforcement of the Lease or this Guaranty (including, without limitation, attorneys' fees and costs).

IN WITNESS WHEREOF, Guarantor has hereunder caused this Guaranty to be executed under seal and delivered to Landlord the day and year first above written.

\_\_\_\_\_(SEAL)  
Rajnikant Patel

\_\_\_\_\_(SEAL)  
Jayshree Patel

Address:  
303 Northcliff Drive  
Sawnee, GA 30024

**Backup material for agenda item:**

1. Consideration of Dawson County Humane Society Land Purchase Request



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Humane Society

Work Session: 02.22.18

Prepared By: Carolyn Bowen

Voting Session: 03.01.18

Presenter: Carolyn Bowen

Public Hearing: Yes  No

Agenda Item Title: Dawson County Humane Society request for approval of the County Board of Commissioners relating to the Etowah Water and Sewer Authority land purchase.

**Background Information:**

Since 2005 Dawson County Humane Society has leased the 5.3 acres of land on which their animal shelter resides from Dawson County who in turn leases the land from the owner Etowah Water & Sewer Authority. The Humane Society leases that land from the county for \$1.00 per year and the county leases the land from EWSA for the same amount. The lease agreement is for 50 years.

**Current Information:**

In order to receive funding to continue to build and improve our facilities we need to own the land on which our shelter is built. The Humane Society has a major benefactor who has significant concerns that the organization does not own the land under the building in which the trust has invested. Securing the land is the appropriate and fiduciary "next step" for the Society. The purchase will not impact the existing contract between the Society and the County or the positive working relationship.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 2/15/18

County Manager Authorization: DH

Date: 2-15-18

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

## **Feb. 22, 2017 Workshop Summary**

The Dawson County Humane Society respectfully requests that The Dawson County Board of Commissioners approve our purchase of the 5.3 acres of land upon which our animal shelter is built. The Humane Society currently leases that land from Dawson County (DC) for \$1.00 per year and, in turn, the County leases the land from the owner, Etowah Water & Sewer Authority (EWSA) for the same amount.

The EWSA has provided the purchase price and the Humane Society has agreed to that price. We feel it is a fair representation of the land's value and we are prepared to complete the transaction, pending final approval from both the BOC and EWSA's approval. We have secured the funding necessary to make this purchase complete on a cash transaction in the first quarter of 2018.

In the beginning years of the organization, when our founding father and a group of animal lovers began to raise money to fund an animal shelter, they searched, unsuccessfully, for appropriate land on which to build. Having raised enough money to start to build a shelter, a deal was struck to lease this parcel of land for 50 years from the Dawson County Government with the understanding that Humane Society would provide a humane intake for animals collected by Animal Control. However, in order to receive funding to continue to build and improve our facilities, we need to own the underlying land. Additionally, the Humane Society has a major benefactor who has significant concerns that the organization does not own the land under the buildings in which the trust has invested. Therefore, securing the land under which the facility is built is the appropriate and fiduciary "next step" for the organization. The purchase will not impact the existing contract between the Humane Society and the County or the positive working relationship enjoyed by both parties.

The Humane Society would like to express our appreciation for the lease of the land. At a time when the Humane Society had limited financial resources, the lease agreement between our organization, DC, and EWSA allowed for the entire amount of funding collected in the building campaign to go toward the construction of our Animal Shelter.



**Backup material for agenda item:**

2. Consideration of the Commissioners' Compensation Committee Report



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: \_\_\_\_\_

Work Session: 02.22.18

Prepared By: Tara Hardwick, Tony Pasarello, Bill Johnson

Voting Session: 03.01.18

Presenter: Tara Hardwick, Chair  
\_\_\_\_\_

Public Hearing: Yes \_\_\_\_\_ No \_\_\_\_\_

Agenda Item Title: Commissioners' Compensation Study Committee Report

**Background Information:**

The Dawson County Board of Commissioners appointed our committee to conduct a study of current compensation of the Dawson County Board of Commissioners and any recommendations on future compensation.

**Current Information:**

After reviewing current compensation and studying the compensation of 10 comparable Georgia counties, we recommend a 2% increase in base salary for County Commissioners (including the Chair). Furthermore, we recommend that this compensation study be conducted every 2 years (see attached report).

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: \_\_\_\_\_ Budgeted: Yes \_\_\_\_\_ No \_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: \_\_\_\_\_

Department Head Authorization: \_\_\_\_\_

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

Finance Dept. Authorization: Vickie Neikirk

Date: 2/14/18

County Manager Authorization: DH

Date: 2/14/18

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**



**DAWSON COUNTY COMMISSIONER’S COMPENSATION STUDY**

**FINAL REPORT**

## Dawson County Commissioner Compensation Study 2017

This report sets forth the findings and recommendations of the Dawson County Compensation Committee appointed by the Dawson County Commissioners in their meeting of September 7, 2017.

**Scope of Work:** The Commissioners provided our Committee with the following guidelines for completion of the study:

- Review current compensations structure for the positions of Dawson County Board of Commissioners and the Chairman.
- Recommend a new compensation policy for the Dawson County Board of Commissioners and Chairman which should include:
  - Compensation to include all County benefits
  - Implementation of any recommended adjustments.

### Section 1 – COMPENSATION

#### A) Discussion of Current Dawson County Commission Compensation Plans:

Current Compensation Structure: current compensation structure includes the following elements:

- Base Salaries – County Commissioners are currently receiving the following base salaries as of 2006:

	<u>Annually</u>
▪ Chairman	\$ 12,000
▪ Commissioners	\$ 9,600
- Certification Supplements:
  - a. Incentive Component (\$100 per month) Completion of initial Commissioner training ‘*Core Curriculum*’ \$ 1,200
  - b. Local Incentive Component (\$100 per month) Completion of At least one (1) the Association of County Commissioners of Georgia training tracks. ‘*Lifelong Learning Academy Specialty Certification*’ \$ 1,200
- Called Meeting Fee - Maximum 72 (\$100 per meeting) \$ 7,200  
Note: shall not include regular meeting or regularly scheduled work session.

Cost of Living Adjustments (COLA) to the base salaries and local supplements shall apply as provided under Georgia Code. COLA shall apply to incentive payments but not to called meeting fees.

Other County Benefits:

- Insurance Health Coverage = 80% paid/20% self pay,  
Vision = 100% self pay  
Dental = 100% self pay  
Life = None

## Dawson County Commissioner Compensation Study 2017

- Retirement = None
- Car = None (Note: mileage reimbursement at state rate for special meetings/training)

### **B) Study of Comparable Compensation Paid**

The committee conducted a study to determine comparable Georgia counties in population, organizational structure, and budget responsibility. The methodology of this study was conducted in three parts:

- a) Research to determine a statistically meaningful sample of comparable Georgia counties from the Georgia Department of Community Affairs report (2016 County Wage and Salary Survey for Elected County Officials). The samples size utilized in this study was the (10) distinct counties based upon similar number of part-time Commissioners, 2016 population, similar growth trends, and size of their 2017 operational budget.
- b) Collection of current compensation data from the above report plus verbal verification of 2016 County Commissioners' actual compensation with each county's Manager or Human Resources Department,
- c) Analysis of the verified data to eliminate anomalies then comparison of the 'mean' results to Dawson County's actual 2017 Commissioner Compensation.

A synopsis of the data collected and the comparison by position is reflected in the attached **Exhibit A** to this report.

**RESULTS:** This study showed the 2016 average compensation for the 10 counties sampled was \$ 9,818 for Commissioners and \$ 13,774 for Chairman versus Dawson County's 2017 Base Salary of \$ 9,600 for Commissioners and \$ 12,000 for Chairman. Based upon these results it appears that the Dawson County base salary compensation is 98% of the average compensation for like size counties.

In order to define a more complete impression of the actual demands of the positions, a survey was conducted with Dawson County Commissioners. The methodology of the survey was to define the hours required and the styles of various Commissioners in performing the tasks they see as important in addition to their normal time commitments. The objective of survey was to determine an overview of the number of hours invested by our Commissioners to execute the duties of the position and to remain involved in activities performed in support of the position's official duties, training and community support. The results of this survey reveal a strong commitment to Dawson County by all our Commissioners, and even though the position of County Commissioner is compensated as 'part time,' the value of their contribution, time demands and actual contribution to the county far exceeds the current compensation.

## **Section 2 – IMPLEMENTATION**

The Committee recommends that any adjustments be implemented on January 1, 2019, following

## **Dawson County Commissioner Compensation Study 2017**

the next general election in 2018. Your adoption of any increased Commissioner compensation requires notice be given to the voters in the legal organ of the county once a week for three consecutive weeks prior to any action on the increase in accordance with Georgia policy.

### **Section 3 – Recommendation**

Based on the Committee’s review of a representative sampling of Dawson County Commissioners and Chair 2017 base salary compensation to those of comparable Georgia counties, Dawson County’s current and projected population growth rate, a desire to continue to attract the most highly-qualified Board of Commissioner candidates, the strength of the local economy, need to grow jobs, and the diversity of the business environment and of the economic mix, our committee recommends Dawson County Commissioners and Chairman receive a two (2%) percent increase in base salary beginning January 2019. The committee recognizes it has been 12 years since the last base salary merit increase and, therefore, we recommend that a compensation analysis be conducted every two (2) years to insure fairness and competitive compensation levels in the future.

We thank you for the opportunity to perform this survey and to make recommendations for your consideration. We appreciate the time, talent, energy and resources each Commissioner brings to his/her job on behalf of Dawson County.

Respectively Submitted,

Tara Hardwick  
Chair  
Dawsonville, GA

Bill Johnson  
Committee Member  
Gainesville, GA

Tony Passarello  
Committee Member  
Dawsonville, GA

**ATTACHMENT A:  
SUMMARY DAWSON VERSES 10 COMPARABLE COUNTIES**

<b>DAWSON</b>	<b>\$M</b>				<b>AVERAGE</b>		<b>AVERAGE</b>	
<b>2016</b>	<b>BUDGET</b>	<b># COMM</b>	<b>GROWTH</b>	<b>SALARIES</b>	<b>TOTAL</b>	<b>SALARIES</b>	<b>TOTAL</b>	<b>Benefits</b>
<b>POPULATION</b>	<b>2017</b>		<b>RATE</b>	<b>COMM</b>	<b>COMP</b>	<b>CHAIR</b>	<b>COMP</b>	
23,604	\$31M	5	1.2%	\$ 9,600	\$ 13,321	\$ 12,000	\$ 14,712	HC - YES
								RET - NO
								CAR - NO
<b>AVERAGE</b>	<b>\$M</b>				<b>AVERAGE</b>		<b>AVERAGE</b>	
<b>10 COUNTIES</b>	<b>BUDGET</b>	<b># COMM</b>	<b>GROWTH</b>	<b>SALARIES</b>	<b>TOTAL</b>	<b>SALARIES</b>	<b>TOTAL</b>	
	<b>2017</b>		<b>RATE</b>	<b>COMM</b>	<b>COMP</b>	<b>CHAIR</b>	<b>COMP</b>	
25,079	\$17M	5	1%	\$ 9,072	\$ 9,818	\$ 13,051	\$ 13,774	

## 2016 COUNTY COMPENSATION DATA

		\$M							
	2016	BUDGET	# COMM	GROWTH	SALARIES	TOTAL	SALARIES	TOTAL	Benefits
	POP	2017		RATE	COMM	COMP	CHAIR	COMP	
<b>BURKE</b>	22,688	\$ 34.9	5	2.4%	\$ 7,503	\$ 8,275	\$ 12,445	\$ 12,211	HC - NO
					\$ 9,116				RETIRE - NO
						AVERAGE			OTHER
<b>DODGE</b>	20,563	\$ 9.1	5	0.8%	\$ 5,535	\$ 5,535	\$ -	\$ 13,438	HC - NO
						\$ -			RETIRE - NO
						\$ -			OTHER
<b>FRANKLIN</b>	24,900	\$ 13.1	5	1.5%	\$ 8,800	\$ 9,300	\$ 9,600	\$ 11,550	HC - NO
					\$ 11,500	\$ -	\$ 13,500		RETIRE - NO
						AVERAGE			OTHER *1
<b>HART</b>	25,533	\$ 11.5	5	1.5%	\$ 5,400	\$ 6,600	\$ 9,000	\$ 10,200	HC - NO
					\$ 1,200	SUPL	\$ 1,200	SUPL	RETIRE - NO
					\$ 6,600				OTHER
<b>MADISON</b>	29,000	\$ 16.1	5	0.9%	\$ 8,827	\$ 10,785	\$ 70,348	NA * 2	HC - YES
					\$ 12,742				RETIRE - YES
						AVERAGE			OTHER

NOTES: \*1 Chairman receives \$25 monthly phone stipend. Not included in calculation  
 \*2 Chairman fulltime in dual role. Not included in calculation



## 2016 COUNTY COMPENSATION DATA

		\$M							
	2016	BUDGET	# COMM	GROWTH	SALARIES	AVE	SALARIES	TOTAL	Benefits
	POPULATION	2017		RATE	COMM	COMP	CHAIR	COMP	
<b>PUTNAM</b>	21,477	\$ 18.0	5	1.5%	\$ 10,200	\$ 11,400	\$ 11,400	\$ 12,600	HC - NO
					\$ 1,200	SUPL	\$ 1,200	SUPL	RET - NO
					\$ 11,400		\$ 12,600		OTHER -
<b>BUTTS</b>	23,593	\$ 20.2	5	0.3%	\$ 11,299	\$ 11,992	\$ 12,735	\$ 15,128	HC - YES
					\$ 12,685				RET - YES
						AVERAGE			OTHER -
<b>WHITE</b>	28,884	\$ 17.0	5	1.5%	\$ 16,587	\$ 16,992	N/A	\$ 20,082	HC - YES
					\$ 17,396				RET - YES
						AVERAGE			OTHER -
<b>EMANUEL</b>	22,708	\$ 10.7	5	0.0%	\$ 4,800	\$ 4,800	\$ 8,400	\$ 8,400	HC - YES
									RET - YES
									OTHER -
<b>LUMPKIN</b>	31,445	\$ 20.6	5	1.5%	\$ 11,769	\$ 12,504	\$ 20,357	\$ 20,357	HC - NO
					\$ 13,240				RET - YES
						AVERAGE			OTHER -

**Backup material for agenda item:**

3. Consideration of Intergovernmental Agreement with the City of Johns Creek for Apparatus Storage



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 22 February 2018

Prepared By: Lanier Swafford

Voting Session: 01 March 2018

Presenter: Lanier Swafford

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Request to consider IGA with the City of Johns Creek

**Background Information:**

Dawson County Emergency Services and Johns Creek Fire Department have worked together for many years. Johns Creek uses our burn facilities annually to conduct required training, and DCES staff has attended training offered by Johns Creek. DCES has been asked by Johns Creek about the ability to store a spare apparatus until a new fire station can be completed.

**Current Information:**

Space is available at Station 2 to meet this request. There would be no exchange of monies and no impact on DCES' day-to-day operations. The estimated time of storage would be 12 months.

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: X Budgeted: Yes \_\_\_\_\_ No \_\_\_\_\_

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the IGA with the City of Johns Creek for fire apparatus storage

Department Head Authorization: Lanier Swafford

Date: 02/08/2018

Finance Dept. Authorization: Vickie Neikirk

Date: 2/13/18

County Manager Authorization: DH

Date: 2/13/18

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

See attached: IGA

**CITY OF JOHNS CREEK, GEORGIA WAIVER AND RELEASE AGREEMENT  
FOR STORAGE OF FIRE DEPARTMENT EQUIPMENT  
BY DAWSON COUNTY, GEORGIA**

The City of Johns Creek, Georgia (“City”) is a Georgia municipal corporation duly authorized to enter into this Waiver and Release Agreement (“Agreement”) for the Storage of Fire Department Equipment with Dawson County, Georgia (“County”) on this \_\_\_\_ day of \_\_\_\_\_, 2018.

The City desires and the County agrees to the City storing certain City Fire Department Equipment (“Equipment”) at certain County locations (“Locations”). Said Equipment and Locations are identified on Exhibit A which is attached hereto and incorporated herein by reference.

The City and County agree that the term of this Agreement shall be one (1) year (“Term”) and that the Agreement shall automatically renew for one additional one (1) year term unless either party gives the other party written notice of non-renewal within sixty (60) days of the expiration of the Term.

Either party may terminate this Agreement for convenience upon sixty (60) days written notice to the other party’s fire chief.

The City and County agree that the consideration for this Agreement shall not be the City’s payment of any fee, cost or charge for storage, but shall be the City’s assumption of the risk to the Equipment while stored at the Locations as set forth below.

The City acknowledges that the County does not carry any insurance which would cover the Equipment against damage, theft, casualty, loss or destruction and that the City is responsible for procuring such insurance for the Equipment while it is in storage. The City further acknowledges that the County is not and will not be responsible or liable for any damage, theft, casualty, loss or destruction to the Equipment while it is in storage.

The City acknowledges that if the Equipment is damaged, lost, stolen or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft or otherwise, the County is not responsible or liable therefore; and in such an event the City’s only recourse will be any insurance that it has.

Therefore, the City agrees as follows:

1. To release and forever discharge the County and its elected officials, appointees, employees, agents, and representatives from any and all liability, claims, demands, actions, causes of actions, judgments, costs and expenses (including reasonable attorneys’ fees) which the City now has or may have in the future, of whatever kind or nature and howsoever originating, which arise from or by reason of any damage, theft, casualty, loss or destruction of the Equipment while it is in storage.

2. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
3. In the event of any cause of action, the laws of the State of Georgia apply.
4. That any inspection or maintenance of the Locations by the County is solely for the benefit of the County and not for the City's benefit or on the City's behalf.
5. That the County makes no warranty or representation of any kind about the quality or condition of the Locations where the Equipment is stored and the City hereby knowingly and voluntarily assumes the risk of any damage, theft, casualty, loss or destruction of the Equipment while in storage.

CITY OF JOHNS CREEK, GEORGIA

DAWSON COUNTY, GEORGIA

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Michael E. Bodker, Mayor

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Billy Thurmond, Commission Chair

ATTEST:

ATTEST:

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Joan C. Jones, City Clerk

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Kristen Cloud, Commission Clerk

**EXHIBIT A**

Equipment	Location

**Backup material for agenda item:**

4. Consideration of Chesney Fallen Firefighters Memorial Grant Program Application



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 22 February 2018

Prepared By: Lanier Swafford

Voting Session: 1 March 2018

Presenter: Lanier Swafford

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Consideration of the application for the Chesney Fallen Firefighters Memorial Grant Program.

**Background Information:**

THE CHESNEY FALLEN FIREFIGHTERS MEMORIAL GRANT PROGRAM offered by the Georgia Firefighters Burn Foundation (GFBF) offers a special grant program in memory of Gwinnett County career firefighter Brant Chesney, who lost his life on December 27, 1996, battling a fire as a volunteer with the Forsyth County Fire Department, and all other fallen firefighters who have lost their lives in the line of duty in the State of Georgia. Grants awarded under this program are to be used by fire departments in the State of Georgia to develop a new program or enhance an existing public life safety program, dedicated primarily to fire safety and burn prevention education.

**Current Information:**

Dawson County Emergency Services has received this grant in the past and it was used to fund the departments fire safety house used at schools and other events. If awarded, this grant would allow us additional funds to purchase a fire extinguisher simulator training aid. The maximum amount of each grant is \$3,000 and the deadline for applications is March 30, 2018

Budget Information: Applicable: \_\_\_\_\_ Not Applicable: X Budgeted: Yes \_\_\_\_\_ No X

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve DCES to apply for a \$3,000 CHESNEY FALLEN FIREFIGHTERS MEMORIAL GRANT PROGRAM through the Georgia Firefighters Burn Foundation for enhancement of prevention tools and programs.

Department Head Authorization: Lanier Swafford

Date: 12 February 2018

Finance Dept. Authorization: Vickie Neikirk

Date: 02/13/18

County Manager Authorization: DH

Date: 2/13/18

County Attorney Authorization: \_\_\_\_\_

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

Comments/Attachments:

248



**Backup material for agenda item:**

5. Consideration of 2018 Charity Boot Drive Dates



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Emergency Services

Work Session: 22 February 2018

Prepared By: Lanier Swafford

Voting Session: 01 March 2018

Presenter: Lanier Swafford

Public Hearing: Yes \_\_\_\_\_ No X

Agenda Item Title: Request to consider Charity Boot Drive Dates for 2018

**Background Information:**

To request for BOC approval for Dawson County Emergency Services to partner with the Georgia Firefighters Burn Foundation, the Muscular Dystrophy Association, and KARE for Kids to conduct "Boot Drive" fundraisers for each organization.

**Current Information:**

With approval, Boot Drives will held at various locations around the county on the following dates:

- May 24, 25 and 26 from 9-11 a.m. and 4-6 p.m. each day for the Georgia Firefighters Burn Foundation
- August 30 and 31 and September 1 from 9-11 a.m. and 4-6 p.m. each day for the Muscular Dystrophy Association
- November 23 and 24 from 9-11 a.m. and 4-6 p.m. each day for KARE for Kids

Budget Information: Applicable: Not Applicable:  Budgeted: Yes No

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Motion to approve the proposed schedule for 2018 Charitable Boot Drives

Department Head Authorization: Lanier Swafford

Date: 02/08/2018

Finance Dept. Authorization: Vickie Neikirk

Date: 02/13/18

County Manager Authorization: DH

Date: 2/13/18

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

See attached:

**Backup material for agenda item:**

6. Consideration of 2017 Board of Commissioners' Expenses



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Finance

Work Session: 2/22/2018

Prepared By: Natalie Johnson

Voting Session: 3/1/2018

Presenter: Natalie Johnson – Accounting & Budget Manager

Public Hearing: Yes  No

Agenda Item Title: Presentation of 2017 Board of Commissioners' Expenses

**Background Information:**

All expenses paid directly to a member of the Board of Commissioners are presented for approval annually.

**Current Information:**

The total expenses reimbursed to the Board of Commissioners for 2017 totaled \$2,214.82. \$1,554.82 was for travel and \$660 was for telephone expenses.

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

Fund	Dept.	Acct No.	Budget	Expensed	Remaining	Requested

Recommendation/Motion: Staff recommends approval of the 2017 Board of Commissioners' expenses.

Department Head Authorization: Vickie Neikirk

Date: 2/13/18

Finance Dept. Authorization:

Date:

County Manager Authorization: DH

Date: 2/13/18

County Attorney Authorization:

Date:

**Comments/Attachments:**

Commissioner Expenses Detail

# 2017 Commissioner Expenses

Name	Travel	Training	Telephone	Total
Chairman Thurmond	\$ 536.13	-	-	\$ 536.13
Commissioner Fausett	\$ 330.38	-	-	\$ 330.38
Commissioner Gaines	\$ 688.31	-	-	\$ 688.31
Commissioner Hamby	-	-	-	-
Commissioner Nix	-	-	\$ 660.00	\$ 660.00
	\$ 1,554.82	-	\$ 660.00	\$ <b>2,214.82</b>

FY 2017

COMM OF ROADS & REVENUE DAWSON CO  
VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS

CHECK DATES 01/01/2017 TO 12/31/2017 PAY DATES 01/01/2017 TO 12/31/2017

VENDORS 11548 TO 11548

PURCHASE ORDERS 0 TO 2147483647

VOUCHERS WITH OUTSTANDING CHECKS ONLY

<u>VOUCHER NUMBER</u>	<u>PAY/CHECK DATE</u>	<u>INVOICE NUMBER</u>	<u>POSTING MONTH</u>	<u>INVOICE DATE</u>	<u>PO NUMBER</u>	<u>CHECK NUMBER</u>	<u>INVOICE AMOUNT</u>
11548 BILLY THURMOND							
107031	05/11/2017	04/17	05	05/01/2017		176116	377.35
		TRAVEL REIMBURSEMENT					
		100-00-1310-523500-000	TRAVEL			377.35	
108613	07/13/2017	ACCG	07	06/15/2017		176820	158.78
		TRAVEL REIMBURSEMENT					
		100-00-1310-523500-000	TRAVEL			158.78	
							<u>536.13</u>
						<b>TOTAL VOUCHERS:</b>	<u><u>536.13</u></u>
						<b>TOTAL OPEN VOUCHERS:</b>	0.00
						<b>TOTAL PAID VOUCHERS:</b>	536.13

FY 2017

COMM OF ROADS & REVENUE DAWSON CO  
VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS  
CHECK DATES 01/01/2017 TO 12/31/2017 PAY DATES 01/01/2017 TO 12/31/2017  
VENDORS 13870 TO 13870

PURCHASE ORDERS 0 TO 2147483647

VOUCHERS WITH OUTSTANDING CHECKS ONLY

<u>VOUCHER NUMBER</u>	<u>PAY/CHECK DATE</u>	<u>INVOICE NUMBER</u>	<u>POSTING MONTH</u>	<u>INVOICE DATE</u>	<u>PO NUMBER</u>	<u>CHECK NUMBER</u>	<u>INVOICE AMOUNT</u>
13870 SHARON R. FAUSETT							
106251	04/06/2017	TRAVEL REIMBURSEMI	04	03/23/2017		175737	330.38
		TRAVEL REIMBURSEMENT					
		100-00-1310-523500-000 TRAVEL				330.38	
							<u>330.38</u>
						TOTAL VOUCHERS:	<u><u>330.38</u></u>
						TOTAL OPEN VOUCHERS:	0.00
						TOTAL PAID VOUCHERS:	330.38

FY 2017

COMM OF ROADS & REVENUE DAWSON CO  
VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS  
CHECK DATES 01/01/2017 TO 12/31/2017 PAY DATES 01/01/2017 TO 12/31/2017  
VENDORS 14088 TO 14088

PURCHASE ORDERS 0 TO 2147483647

VOUCHERS WITH OUTSTANDING CHECKS ONLY

<u>VOUCHER NUMBER</u>	<u>PAY/CHECK DATE</u>	<u>INVOICE NUMBER</u>	<u>POSTING MONTH</u>	<u>INVOICE DATE</u>	<u>PO NUMBER</u>	<u>CHECK NUMBER</u>	<u>INVOICE AMOUNT</u>
14088 CHRIS GAINES							
106854	05/04/2017	05/01/17	05	05/01/2017		176034	142.07
		TRAVEL REIMBURSEMENT					
		100-00-1310-523500-000 TRAVEL				142.07	
107457	06/01/2017	TRAVEL REIMBURSEMI	06	05/22/2017		176343	416.24
		ACCG CONF					
		100-00-1310-523500-000 TRAVEL				416.24	
109866	09/07/2017	ACCG INSTITUTE	09	08/31/2017		177384	130.00
		TRAVEL REIMBURSEMENT					
		100-00-1310-523500-000 TRAVEL				130.00	
							<hr/>
							688.31
							<hr/>
						TOTAL VOUCHERS:	<u>688.31</u>
						TOTAL OPEN VOUCHERS:	0.00
						TOTAL PAID VOUCHERS:	688.31



FY 2017

COMM OF ROADS & REVENUE DAWSON CO  
 VENDOR ACTIVITY REPORT

BOTH OPEN & PAID VOUCHERS  
 CHECK DATES 01/01/2017 TO 12/31/2017 PAY DATES 01/01/2017 TO 12/31/2017  
 VENDORS 11162 TO 11162

PURCHASE ORDERS 0 TO 2147483647

VOUCHERS WITH OUTSTANDING CHECKS ONLY

VOUCHER NUMBER	PAY/CHECK DATE	INVOICE NUMBER	POSTING MONTH	INVOICE DATE	PO NUMBER	CHECK NUMBER	INVOICE AMOUNT
11162 JULIE NIX							
104285	01/05/2017	JAN. 2017 CELL PHONE	01	01/04/2017		174741	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
104987	02/02/2017	FEB 2016 CELL PHN REIMBURSEMENT	02	02/01/2017		175050	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
105596	03/02/2017	MARCH 2017 CELL PHONE REIMBURSEMENT	03	03/02/2017		175335	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
106284	04/06/2017	APRIL 2016 CELL PHONE REIMBURSEMENT	04	04/01/2017		175715	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
106878	05/04/2017	05/17 CELL PHONE REIMBURSEMENT	05	05/01/2017		176060	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
107458	06/01/2017	JUNE 2017 CELL PHONE	06	05/26/2017		176364	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
108519	07/06/2017	JULY 2017 CELL PHONE	07	07/03/2017		176774	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
109098	08/03/2017	AUGUST 2017 CELL PHONE	08	07/31/2017		177044	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
109910	09/07/2017	SEPT 2017 CELL PHONE	09	09/06/2017		177416	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
110794	10/05/2017	OCT 2017 CELL PHONE	10	10/04/2017		177713	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
111665	11/02/2017	NOV 2017 CELL PHONE	11	11/01/2017		178010	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	
112531	12/07/2017	DEC 2017 CELL PHONE	12	12/06/2017		178338	55.00
		100-00-1310-523205-000 TELEPHONE				55.00	

660.00

TOTAL VOUCHERS: 660.00

TOTAL OPEN VOUCHERS: 0.00

TOTAL PAID VOUCHERS: 660.00

**Backup material for agenda item:**

7. Consideration of the Disposal Services Agreement with Advanced Disposal/Eagle Point Landfill



## DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Public Works

Work Session: 02/22/18

Prepared By: Melissa Hawk

Voting Session: 03/01/18

Presenter: David McKee

Public Hearing: Yes  No

Agenda Item Title: Disposal Services Agreement with Eagle Point Landfill, LLC

**Background Information:**

Upon the closure of the Dawson County Landfill once located on Dawson Forest Road, the county entered into a Disposal Services Agreement with Advanced Disposal Services, Eagles Point Landfill in Ball Ground, Ga. At the time, research showed this location as the only viable option to dispose of solid waste received at the Dawson County Transfer Station. The agreement also included a fixed rate solid waste plan revenue known as a hosting fee restricted for use for expenses of the Transfer Station.

**Current Information:**

Purchasing sent Request for Quotes to three area full-functioning landfills. Advanced Disposal, Eagle Point Landfill, LLC was the only vendor to respond. The price proposal received is as follows:  
 Fixed Rate Tipping Fees for Dawson County Transfer Station: \$28.95 per ton  
 Fixed Rate Solid Waste Plan Revenue (Hosting Fees) for Dawson County Transfer Station: \$0.50 per ton

Budget Information: Applicable:  Not Applicable:  Budgeted: Yes  No

**Revenue**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
540	4520	344190	\$572,000.00			

**Expenditure**

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
540	4520	523900	\$200,000.00			

Recommendation/Motion: To approve an agreement with Advanced Disposal Services, Eagle Point Landfill, LLC for tipping fees to dispose of solid waste received at the landfill and for hosting fees received from Eagle Point Landfill, LLC for being the designated location for these services for a one (1) year term with four (4) additional renewal year options.

Department Head Authorization: David McKee

Date:

Finance Dept. Authorization: Vickie Neikirk

Date: 2/14/18

County Manager Authorization: DH

Date: 2/14/18

County Attorney Authorization: \_\_\_\_\_

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

**Comments/Attachments:**

None

## AGREEMENT

This agreement is made and entered into \_\_\_\_ day of March, 2018, by and between Dawson County, Georgia, a political subdivision organized and existing under the laws of the State of Georgia (hereinafter referred to as the "County"), whose address is 25 Justice Way, Dawsonville, Georgia, 30534, and Advanced Disposal Services of Atlanta, LLC, a Georgia Limited Liability Company (hereinafter referred to as "Advanced"), whose address is 8880 Old Federal Rd, Ball Ground, GA 30107.

### **WITNESSETH:**

**WHEREAS**, it is in the best interests of the citizens, residents, and visitors of the County to provide efficient, proper and environmentally correct methods of managing solid waste, to conserve and recycle economic and natural resources, to preserve and enhance the beauty and quality of the environment, to prevent the creation of nuisances and to protect the public health, safety and welfare; and

**WHEREAS**, to further the County's goals of developing an efficient, proper and environmentally correct means of managing solid waste, the County desires to cooperate with Advanced in connection with its development of the solid waste landfill in an adjoining County; and

**WHEREAS**, the parties are desirous of memorializing their agreement and understanding; and

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, each intending to be legally bound hereby, agree as follows:

**DEFINITIONS:** As used in this Agreement, unless otherwise expressly indicated herein, the following terms shall have the meaning set forth below;

"Commencement Date" shall mean the date of the initial operation of the Landfill by the acceptance and deposit of Municipal Solid Waste, Special Solid Waste, C & D Waste, Hazardous Waste, or any other type of waste, therein.

"EPD" shall mean the Environmental Protection Division of the Georgia Department of Natural Resources or any successor thereto.

"Landfill" shall mean the new lined landfill to be developed and operated on the Property.

"Property" shall mean the real property of Advanced located in Forsyth County, Georgia

"Municipal Solid Waste" means any solid waste derived from households including garbage, trash and sanitary waste in septic tanks and means solid waste from single family and multi-family residences, hotels and motels, bunk houses, campgrounds, picnic grounds, and day use recreational areas. This term includes yard trimmings and commercial solid waste but does not include solid waste from mining, agriculture or silvicultural operations or industrial processes or operations. O.C.G.A.S 12-8-22 (18)

"Special Solid Waste" means any solid waste not otherwise regulated under part I of Article III of the Georgia Hazardous Waste Management Act and regulations promulgated under such part originating or produced from or by a source or generator not subject to regulation under Code Section 12-8-24 O.C.G.A.S 12-8-22(37).

"C & D Waste" shall mean nonputrescible construction or demolition materials or as is otherwise defined in 39-3-4-01 (14) of the Rules of the EPD.

Hazardous Waste” shall mean all materials or substances defined or characterized as hazardous waste by the United States Environmental Protection Agency, the Georgia Department of Natural Resources, the EPD, or any other agency pursuant to the Resource Conservation and Recovery Act, all current and future amendments to that act, and all regulations promulgated thereunder.

“Permit” shall mean a final nonappealable solid waste handling permit issued by the EPD pursuant to the application which Advanced Disposal Services of Atlanta, LLC has filed with the EPD to establish the Landfill in Forsyth County, Georgia.

“Tipping Fees” shall mean the tipping fees established for the disposal of Municipal Solid Waste and Special Waste at the Landfill.

**AGREEMENTS BY ADVANCED:** Advanced agrees for itself its successors and assigns as follows:

- A. The County shall be entitled to a payment of \$.50 per ton for all Municipal Solid Waste (from any source) deposited in the landfill. Payment shall be made on a quarterly basis and shall be due within (30) thirty days after the close of each quarter. Payment shall be accompanied by financial records indicating the manner in which the payment due was determined.
- B. Special Solid Waste generated in the County shall be accepted at the Landfill upon payment of regular Tipping Fees in effect at the time of delivery of same as allowed by the permit.
- C. No Municipal Solid Waste, Special Waste, C & D Waste, Hazardous Waste, or any other waste shall be placed in the Landfill within one quarter mile of the line dividing Dawson and Forsyth Counties.
- D. The County, and waste collectors collecting Municipal Solid Waste and Special Solid Waste generated in the County, shall be entitled to deposit Municipal Solid Waste and Special Waste into the Landfill for the life of the Landfill. In addition, Advanced guarantees the County the ability to dispose of waste at the property or at a comparable site under the same terms and conditions as this Agreement for minimum of one year, with four one year renewals.
- E. If the County is desirous of depositing residential Municipal Solid Waste into the Landfill, which shall have been delivered to a Dawson County waste convenience center by individual residents, it shall be allowed to do so upon paying the following Tipping Fees: 28.95 per ton.

**GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

**BINDING AFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding between the County and Advanced and cancels and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, between such parties with respect to the subject matter hereof. No changes, amendments, alterations or modifications to this Agreement shall be effective unless in writing and signed by the parties hereto.

**FURTHER ASSURANCE:** The parties represent to one another that they entered into this Agreement in good faith and in a spirit of mutual cooperation and, by the execution of this Agreement, do pledge their continued cooperation in support of the goals of this undertaking which is intended to provide a long range solution for the disposal of Special Solid Waste and Municipal Solid Waste, not only to meet all governmental requirements, but in order to provide an efficient, effective, and environmentally sound mechanism for the management of said waste. The parties each agree to enter into such other amendments or addenda to this Agreement as shall be reasonable necessary to carry out purposes of this Agreement.

**AUTHORITY TO EXECUTE:** The person executing this agreement on behalf of Advanced Disposal Services of Atlanta, LLC, represents that they are a proper person to execute this agreement for Advanced Disposal Services of Atlanta, LLC and have authority from Advanced Disposal Services of Atlanta, LLC to bind Advanced Disposal Services of Atlanta, LLC to the terms hereof.

**IN WITNESS WHEREOF,** The County and Advanced have caused their respective duly authorized officers to execute this Agreement under seal as of the day and year first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

For Dawson County, Georgia

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Billy Thurmond  
Chairman of the Dawson County  
Board of Commissioners

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
Kristen Cloud  
Dawson County Clerk

*Advanced Disposal Services of Atlanta, LLC*

By \_\_\_\_\_  
Jessica White,  
Regional Sales Manager

Attest By \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Date of Execution:  
March \_\_\_\_ 2018

**Backup material for agenda item:**

8. Consideration of Annexations #C8-00018 and #C8-00048 through #C8-00057

**LIST OF ANNEXATIONS FOR CERTIFIED MAILING TO DC ON 2/19/18**

ANX #C8-00018	NIX	18 NUGGETT LANE
ANX #C8-00048	ADAMS	0 PROSPECTORS COURT
ANX #C8-00049	BLANKENSHIP	148 GOLD LEAF TERRACE
ANX #C8-00050	EAST	48 GOLD LEAF TERRACE
ANX #C8-00051	M SANVI	0 MINERS WAY
ANX #C8-00052	M & S	0 GOLD LEAF TERRACE
ANX #C8-00053	M SANVI	0 GOLD CREEK DRIVE
ANX #C8-00054	HOLTON	0 GOLD BULLION DRIVE W
ANX #C8-00055	STOWERS	16 GOLD CREEK DRIVE
ANX #C8-00056	BANTA	81 MINERS WAY
ANX #C8-00057	S SANVI	87 GOLD CREEK COURT



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Janice P. Nix: ANX# C8-00018

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Janice P. Nix. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Casey Majewski". The signature is written in a cursive style.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager

10



**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Annexation # C8-00018

090 072

**Please Print Clearly**

Applicant Name(s): JANICE P. Nix

Applicant Mailing Address: 18 Nugget LANE

City: Dawsonville State: Georgia Zip: 30534

Applicant Telephone Number(s): Home: 706-265-1800  
Cell; 770-533-1411

Property Owner's Name(s): JANICE P. Nix

Property Owner's Mailing Address: 18 Nugget LANE

City: Dawsonville State: GA Zip: 30534

Property Owner's Telephone Number(s): Home: 706-265-1800  
Cell: 770-533-1411

Address of Property to be Annexed: 18 Nugget LANE  VACANT LOT

Tax Map & Parcel # 090072 Property Size in Acres: 1+ Survey Recorded in Plat Book # 37 Page # 171

Land Lot # 35+70 District # 4 Section # 1 Legal Recorded in Deed Book # 332 Page # 572

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.

Fees waived by CC 1/8/18



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 1;  VACANT  
 Number of persons 18 years or older: 01; Number of persons registered to vote: 1

3. The number of all residents occupying the property:

<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native
<input type="checkbox"/> Asian	<input type="checkbox"/> Pacific Islander
<input type="checkbox"/> Black, not of Hispanic Origin	<input type="checkbox"/> Hispanic
<input checked="" type="checkbox"/> White, not of Hispanic Origin	<input type="checkbox"/> VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 1

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:

18 Nugget Lane

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):

Stay the same

D. Names of affected Subdivision: Gold Creek Subdivision

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 18 Nugget Lane 090072 (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>Janice P. Nix</u> Property Owner Signature	<u>JANICE P. Nix</u> Property Owner Printed Name
(2)	<u>Janice P. Nix</u> Property Owner Signature	<u>JANICE P. Nix</u> Property Owner Printed Name
(1)	<u>Janice P. Nix</u> Applicant Signature	<u>JANICE P. Nix</u> Applicant Printed Name
(2)	_____ Applicant Signature	_____ Applicant Printed Name

Sworn to and subscribed before me  
this 29 day of January 2017.  
Choxy Leavers  
Notary Public, State of Georgia

My Commission Expires: 10-28-17 Notary Seal

Annexation Application Received Date Stamp:	Rec'd _____ Completed Application with Signatures
	Rec'd _____ Current Boundary Survey
	Rec'd <u>FEB 14 2018</u> Legal Description
	Rec'd _____ ARC Population Estimate Information
Planning Commission Meeting Date (if rezone):	<u>4/9/18</u>
Dates Advertised:	<u>3/21/18</u> <u>3/28/18</u>
1 <sup>st</sup> City Council Reading Date:	<u>4/23/18</u>
2 <sup>nd</sup> City Council Reading Date:	<u>5/7/18</u> Approved: YES      NO
Date Certified Mail to:	<u>2/19/18</u> County Board of Commissioners & Chairman <u>2/19/18</u> County Manager <u>2/19/18</u> County Attorney
<input type="checkbox"/> Letter Received from Dawson County	Date: _____



NIX

# WARRANTY DEED

Return To:  
Michael R. Funderburk  
Attorney At Law  
4350 South Lee Street  
Buford, Georgia 30518

STATE OF GEORGIA, COUNTY OF Dawson

THIS INDENTURE, made as of the 29th day of April in the year one thousand nine hundred ninety-six, between

**GOLD CREEK DEVELOPMENT, INC.**

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

**JANICE P. NIX**

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 other good and valuable considerations and the sum of Ten and no/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 35 and 70 of the 4th District, 1st Section of Dawson County, Georgia, and being Lot 10, Block E, Unit 2 of GOLD CREEK GOLF CLUB SUBDIVISION, as per plat recorded in Plat Book 31, Page 247, Dawson County, Georgia Records, said plat being incorporated herein by reference.

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID \$ 10.00  
DATE 5-7-96  
Becky McCord  
BECKY McCORD, CLERK  
SUPERIOR COURT

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 10:00 P.M. 5-7-96  
Rec'd in Book 317 Page 109  
This 7 day of May 19 96  
Becky McCord CLERK

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence and executed by us this 29th day of April 1996

GOLD CREEK DEVELOPMENT, INC.

Debra L. Drake  
Unofficial Witness

BY: [Signature]  
DAVID R. BOWEN  
President

[Signature]  
Notary Public



My Commission Expires:  
**NOTARY SEAL**  
Michael R. Funderburk  
Notary Public, Georgia  
Commission Expires 8/16/98

DAWSON COUNTY, GEORGIA  
 REAL ESTATE TRANSFER TAX  
 PAID \$ 15.00  
 DATE 1-27-2000  
 Ruby McLeod  
 JERRY MCCOY, CLERK  
 SUPERIOR COURT

**FUNDERBURK LAW OFFICES**  
 4350 SOUTH LEE STREET  
 BUFORD, GEORGIA 30518

GEORGIA, DAWSON COUNTY  
 CLERKS OFFICE, SUPERIOR COURT  
 FILED FOR RECORD

W.I.O.P. M 1-27-2000  
 Recorded in Deed Book 332 Page 572  
 this 27 day of January 19 2000  
 Ruby McLeod CLERK

Nix/Gold Creek  
 00-01-017

**WARRANTY DEED**

STATE OF GEORGIA, COUNTY OF Dawson

THIS INDENTURE, made as of the 20th day of January in the year two thousand , between

GOLD CREEK DEVELOPMENT ASSOCIATES, L.L.C.

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

JANICE P. NIX

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 other good and valuable considerations and the sum of Ten and no/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 35 and 70 of the 4th District, 1st Section of Dawson County, Georgia, and being Lot 11, Block E, Unit 2 of GOLD CREEK GOLF CLUB SUBDIVISION, as per plat recorded in Plat Book 37, Page 171, Dawson County, Georgia Records, said plat being incorporated herein by reference for a more complete description.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

GOLD CREEK DEVELOPMENT ASSOCIATES, L.L.C.

Signed, sealed and delivered in our presence and executed by us this 20th day of Jan. 2000

*[Signature]*  
 Unofficial Witness  
*[Signature]*  
 Notary Public

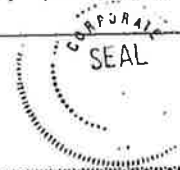
My Commission Expires:



*[Signature]* (Seal)

BY: Tom French  
 TITLE: Attorney-In-Fact, pursuant to Power of Attorney recorded in Deed (Seal)  
 Book 313, Page 120, Dawson Cty. Records (CORP. SEAL)

*[Signature]* (Seal)



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Michael Buddy Adams: ANX# C8-00048

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Michael Buddy Adams. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Annexation #** C8-00048

**FEE \$250.00 (NONREFUNDABLE)** Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

*Fees Waived by Council*

**Please Print Clearly** ZONING AMENDMENT APPLICATION AND FEES RECEIVED? YES NO

Applicant Name(s): Michael Buddy Adams  
 Mailing Address 228 Gold Crest DR City Dahlonega State GA Zip 30533  
 E-Mail NONE  
 Applicant Telephone Number(s): 770-401-7887

Property Owner's Name(s): Michael Buddy Adams  
 Mailing Address 228 Gold Crest DR City Dahlonega State GA Zip 30533  
 E-Mail NONE  
 Property Owner's Telephone Number(s): 770-401-7887

\* Address of Property to be Annexed: Prospector Court  VACANT LOT  
 Tax Map & Parcel # 090 - 069 Property Size in Acres: -1 Survey Recorded in Plat Book # 31 Page # 247  
 Land Lot # 70 District # \_\_\_\_\_ Section # \_\_\_\_\_ Legal Recorded in Deed Book # 362 Page # 561  
 Current Use of Property: Residential  
 County Zoning Classification: RPC City Zoning Classification: PUD / R2

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:  
 Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 0;  VACANT  
 Number of persons 18 years or older: 0; Number of persons registered to vote: 0
3. The number of all residents occupying the property:
 

<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native
<input type="checkbox"/> Asian	<input type="checkbox"/> Pacific Islander
<input type="checkbox"/> Black, not of Hispanic Origin	<input type="checkbox"/> Hispanic
<input checked="" type="checkbox"/> White, not of Hispanic Origin	<input checked="" type="checkbox"/> VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 0
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
0 Prospector Court
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
0
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as LOT 13 BLOCK E UNIT 2 GARDEN CREEK (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>Michael Buddy Adams</u> Property Owner Signature	<u>MICHAEL Buddy ADAMS</u> Property Owner Printed Name
(2)	<u>Michael Buddy Adams</u> Property Owner Signature	<u>MICHAEL Buddy ADAMS</u> Property Owner Printed Name
(1)	<u>X Michael Buddy Adams</u> Applicant Signature	<u>Michael Buddy Adams</u> Applicant Printed Name
(2)	<u>Michael Buddy Adams</u> Applicant Signature	<u>MICHAEL Buddy ADAMS</u> Applicant Printed Name

Sworn to and subscribed before me  
 this 30 day of JAN. 2018.

[Signature]  
 Notary Public, State of Georgia

My Commission Expires: February 22, 2020



Notary Seal

Annexation Application Received Date Stamp:	Rec'd _____	Completed Application with Signatures
	Rec'd _____	Current Boundary Survey
	Rec'd _____	Legal Description
	Rec'd _____	ARC Population Estimate Information



Planning Commission Meeting Date (if rezone): 4/9/18

Dates Advertised: 3/21/18 3/28/18

1<sup>st</sup> City Council Reading Date: 4/23/18

2<sup>nd</sup> City Council Reading Date: 5/7/18

Approved: YES NO

Date Certified Mail to: 2/19/18 County Board of Commissioners & Chairman 2/19/18 County Manager 2/19/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



JOHN ROBERT PALMOUR  
ATTORNEY AT LAW  
583 RIVERVIEW TRAIL EAST  
DAHLONEGA, GA 30533

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD

AT 12:00P M 12/11/2000  
Recorded in Deed Book 362 Page 561-562  
This 11 day of December 2000  
Judy McCord, Clerk

DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
FORM 6 64.00  
DATE 12/11/2000  
Judy McCord, Clerk  
SUPERIOR COURT

## WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF LUMPKIN.

THIS INDENTURE, executed the 11th day of December, in the Year of Our Lord Two Thousand (2000), between ZANE G. WHELCHER, of Lumpkin County, Georgia, as party of the first part, hereinafter called Grantor, and MICHAEL B. ADAMS, of Lumpkin County, Georgia, of the second part, hereinafter called Grantee,

WITNESSETH: That said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and Other Valuable Consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, the following described property:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 70 the 4th District, 1st Section of Dawson County, Georgia, and being Lot 13, Block E, Unit 2 of GOLD CREEK GOLF CLUB, as per a plat of survey which is recorded in Plat Book 31, Page 247, Dawson County Records, which is incorporated by reference herein. The property is being conveyed subject to a Declaration of Covenants which is recorded in Deed Book 205, Page 484, Dawson County Records. The property is conveyed subject to all easements for roads and utilities in use or of record.

Page Two - Warranty Deed

TO HAVE AND TO HOLD the said described parcel of land, with all and singular the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns.

AND THE SAID party of the first part, for himself, his heirs and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto executed this deed and set his seal, the day and year above written.

Signed, sealed and delivered this 17th day of December, 2000, in the presence of:

[Signature]  
Unofficial Witness

[Signature] (SEAL)  
ZANE G. WHELCHER

[Signature]  
Notary Public  
Commission Expires:



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Juanita Blankenship: ANX# C8-00049

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Juanita Blankenship. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Casey Majewski".

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Annexation #** 18-00049

**FEE \$250.00 (NONREFUNDABLE)** Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

*Fees Waived by CC 4/8/18*

**Please Print Clearly**

**ZONING AMENDMENT APPLICATION AND FEES RECEIVED?  YES  NO**

Applicant Name(s): JUANITA Blankenship  
 Mailing Address 137 Carsons Creeki<sup>Dr</sup> Dawsonville State GA Zip 30534  
 E-Mail leeblankenship@yahoo.com  
 Applicant Telephone Number(s): 706-265-8661

Property Owner's Name(s): JUANITA Blankenship  
 Mailing Address 137 Carsons Creeki<sup>Dr</sup> Dawsonville State GA Zip 30534  
 E-Mail same  
 Property Owner's Telephone Number(s): same

Address of Property to be Annexed: 148 Gold Leaf Terrace  VACANT LOT  
 Tax Map & Parcel # 090 123 Property Size in Acres: 4.07 Survey Recorded in Plat Book # 37 Page # 181  
 Land Lot # 101 102 District # 4<sup>th</sup> Section # 1<sup>st</sup> Legal Recorded in Deed Book # 840 Page # 445  
 Current Use of Property: Residential  
 County Zoning Classification: RPC City Zoning Classification: PUD / R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 ½ x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: \_\_\_\_\_;  VACANT  
 Number of persons 18 years or older: \_\_\_\_\_; Number of persons registered to vote: \_\_\_\_\_
3. The number of all residents occupying the property:
- |  |   |
|--|---|
| <input type="checkbox"/> American Indian               | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                         | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin | <input type="checkbox"/> Hispanic         |
| <input type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 0
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
148 Gold Leaf Terrace Dawsonville, GA 30534
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
 \_\_\_\_\_
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

① We the undersigned, being the owner(s) of real property of the territory described herein as 148 Gold Leaf Terrace (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>Juanita Blankenship</u> Property Owner Signature	<u>Juanita Blankenship</u> Property Owner Printed Name
(2)	_____ Property Owner Signature	_____ Property Owner Printed Name
(1)	<u>Juanita Blankenship</u> Applicant Signature	<u>Juanita Blankenship</u> Applicant Printed Name
(2)	_____ Applicant Signature	_____ Applicant Printed Name

Sworn to and subscribed before me  
 this 1st day of Feb 2018.

Deborah B. Peepay  
 Notary Public, State of Georgia

My Commission Expires: 8-16-2021

Notary Seal

Annexation Application Received Date Stamp: <b>RECEIVED</b> <b>FEB 14 2018</b>	Rec'd _____ Completed Application with Signatures
	Rec'd _____ Current Boundary Survey
	Rec'd _____ Legal Description
	Rec'd _____ ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 4/9/18

Dates Advertised: 3/21/18 3/28/18

1st City Council Reading Date: 4/23/18

2nd City Council Reading Date: 5/7/18

Approved: YES NO

Date Certified Mail to: 2/19/18 County Board of Commissioners & Chairman 2/19/18 County Manager 2/19/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX

PAID \$ 82.00  
DATE 11-15-07  
Becky McCord  
BECKY MCCORD, CLERK  
SUPERIOR COURT

042-07-001816

GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 10:40A.M. 11-15-07  
Recorded in Deed Book 840 Page 445  
This 15 day of Nov. 2007  
Becky McCord, Clerk

Return Recorded Document to:  
Andrew W. Hartman, LLC, dba Hartman-Imbriale, LLP  
Attorney at Law 51-D Bryant Street  
Jasper, GA 30143

### WARRANTY DEED

STATE OF GEORGIA

File #: 07-05937

COUNTY OF PICKENS

This Indenture made this 8th day of November, 2007 between Joel E. Bonds, Jr. and Rebecca F. Bonds, of the County of Dawson, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Juanita Blankenship, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 101 AND 102, 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING LOT 10, BLOCK H, UNIT 4, GOLD CREEK GOLF CLUB SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 37, PAGE 181, DAWSON COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

THIS CONVEYANCE IS MADE SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

THIS CONVEYANCE IS MADE SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY ABOVE DESCRIBED.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Joel E. Bonds, Jr. (Seal)  
Joel E. Bonds, Jr.

Rebecca F. Bonds (Seal)  
Rebecca F. Bonds

by Joel E. Bonds, Jr.  
AIF

[Signature]  
Notary Public



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Donnie F. East Sr.: ANX# C8-00050

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Donnie F. East Sr. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Annexation #** C8-00050

**FEE \$250.00 (NONREFUNDABLE)** Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

*Fees waived by CC 1/8/18*

**Please Print Clearly** **ZONING AMENDMENT APPLICATION AND FEES RECEIVED?**  YES  NO

Applicant Name(s): DONNIE F. EAST, SR. Sybil A. EAST

Mailing Address 48 Gold Leaf Terrace City DAWSONVILLE State GA Zip 30534

E-Mail eastvillega@aol.com sebo00@aol.com

Applicant Telephone Number(s): (706) 265-6112 (770) 289-6719

Property Owner's Name(s): DONNIE F. EAST, SR. Sybil A. EAST

Mailing Address 48 Gold Leaf Terrace City DAWSONVILLE State GA Zip 30534

E-Mail eastvillega@aol.com sebo00@aol.com

Property Owner's Telephone Number(s): (706) 265-6112 (770) 289-6719

Address of Property to be Annexed: 48 Gold Leaf Terrace  VACANT LOT

Tax Map & Parcel # 090 087 Property Size in Acres: .89 Survey Recorded in Plat Book # 49 Page # 83

Land Lot # 102 District # 4TH Section # 1ST Legal Recorded in Deed Book # 00985 Page # 0213

Current Use of Property: Residential 2

County Zoning Classification: RPC City Zoning Classification: PUD/R2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: 2;  VACANT  
 Number of persons 18 years or older: 2; Number of persons registered to vote: 2
3. The number of all residents occupying the property:
- |   |   |
|---|---|
| <input type="checkbox"/> American Indian                          | <input type="checkbox"/> Alaskan Native   |
| <input type="checkbox"/> Asian                                    | <input type="checkbox"/> Pacific Islander |
| <input type="checkbox"/> Black, not of Hispanic Origin            | <input type="checkbox"/> Hispanic         |
| <input checked="" type="checkbox"/> White, not of Hispanic Origin | <input type="checkbox"/> VACANT           |

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: 1
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
48 Gold Leaf Terrace
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
STAY THE SAME
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as Donnie F. East, SR / Sybil A. East (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

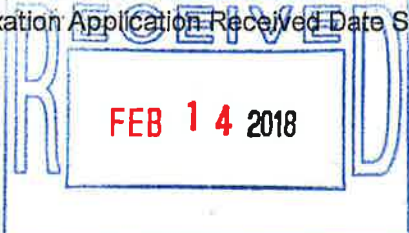
Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>Donnie F. East, Sr.</u> Property Owner Signature	<u>Donnie F. EAST, SR</u> Property Owner Printed Name
(2)	<u>Sybil A. East</u> Property Owner Signature	<u>Sybil A. East</u> Property Owner Printed Name
(1)	<u>Donnie F. East, Sr.</u> Applicant Signature	<u>Donnie F. EAST, SR</u> Applicant Printed Name
(2)	<u>Sybil A. East</u> Applicant Signature	<u>Sybil A. EAST</u> Applicant Printed Name

Sworn to and subscribed before me  
 this 23 day of January 2018  
Chucky Leaux  
 Notary Public, State of Georgia

My Commission Expires: 10/20/21

Notary Seal

	Annexation Application Received Date Stamp:	Rec'd _____ Completed Application with Signatures
		Rec'd _____ Current Boundary Survey
		Rec'd _____ Legal Description
		Rec'd _____ ARC Population Estimate Information
Planning Commission Meeting Date (if rezone): <u>4/9/18</u>		
Dates Advertised: <u>3/21/18</u> <u>3/28/18</u>		
1st City Council Reading Date: <u>4/23/18</u>		
2nd City Council Reading Date: <u>5/7/18</u>		Approved: YES NO
Date Certified Mail to: <u>2/19/18</u> County Board of Commissioners & Chairman <u>2/19/18</u> County Manager <u>2/19/18</u> County Attorney		
<input type="checkbox"/>	Letter Received from Dawson County	Date: _____



49-83

HEALTH DEPARTMENT NOTES

- A. BLOCK F, LOT 1: OKED.
- B. BLOCK F, LOT 2: OKED.
- C. BLOCK F, LOT 3: OKED.
- D. BLOCK F, LOT 4: OKED.
- E. BLOCK F, LOT 5: OKED.
- F. BLOCK F, LOT 6: OKED.
- G. BLOCK F, LOT 7: OKED.
- H. BLOCK F, LOT 8: OKED.
- I. BLOCK F, LOT 9: OKED.
- J. BLOCK F, LOT 10: OKED.
- K. BLOCK F, LOTS 11 & 12: SYSTEM INSTALLED PRIOR TO CONSTRUCTION.

PURSUANT TO THE SUPERVISOR'S RESOLUTIONS BY THE DAWSON COUNTY BOARD OF COMMISSIONERS, ALL THE REQUIREMENTS OF APPROVAL, GRANTED BY THE DAWSON COUNTY BOARD OF COMMISSIONERS ON 11/14/88.

CHARTERED, DAWSON COUNTY BOARD OF COMMISSIONERS

GENERAL PURPOSE COUNTY  
CLERK'S OFFICE, SUPERVISOR COURT  
FILED FOR RECORD  
ON 2:30 PM 4-13-83  
THIS IS THE DAY OF APRIL 13 1983  
J. H. [Signature] CLERK

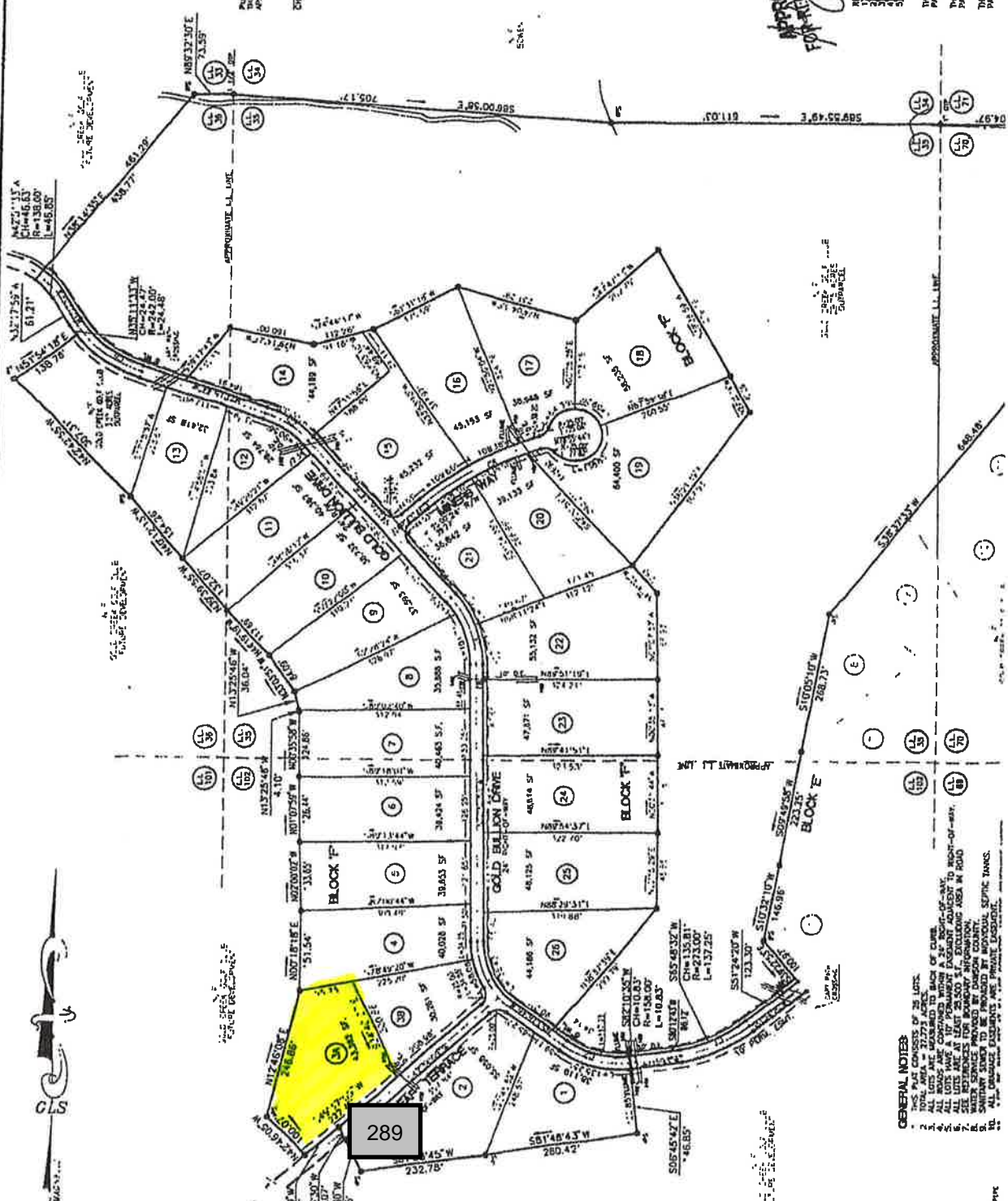
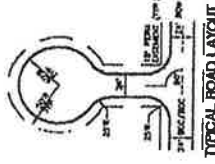


IN MY OPINION, THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND THE NEIGHBORHOOD OF THE COUNTY RECORDED IN PLAT BOOK 49, PAGE 83.

A TOTAL OF 28 LOTS, 280 ACRES, WAS LOTS IN THE NEIGHBORHOOD OF THE COUNTY RECORDED IN PLAT BOOK 49, PAGE 83.

THIS PLAN SUPERSEDES PLAT BOOK 31, PAGE 301, AND IS RECORDED IN PLAT BOOK 49, PAGE 83, DATED 11/14/88.

- 1. THIS PLAN SUPERSEDES PLAT BOOK 31, PAGE 301, AND IS RECORDED IN PLAT BOOK 49, PAGE 83, DATED 11/14/88.
- 2. THIS PLAN SUPERSEDES PLAT BOOK 31, PAGE 303, AND IS RECORDED IN PLAT BOOK 49, PAGE 173, DATED 5/18/89.
- 3. THIS PLAN SUPERSEDES PLAT BOOK 31, PAGE 173, AND IS RECORDED IN PLAT BOOK 49, PAGE 180, DATED 7/13/89.



APPROVED FOR RECORDING  
4/13/83

- GENERAL NOTES
1. THIS PLAT CONSISTS OF 28 LOTS.
  2. TOTAL AREA = 280 ACRES.
  3. ALL LOTS ARE CONVEYED TO THE BUYER BY DEED.
  4. ALL LOTS HAVE A 10' PERMANENT EASEMENT ADJACENT TO RIGHT-OF-WAY.
  5. SEE REFERENCES FOR EXISTING AND PROPOSED INFRASTRUCTURE.
  6. ALL UTILITIES ARE PRIVATE UNLESS OTHERWISE NOTED.
  7. ALL UTILITIES ARE PRIVATE UNLESS OTHERWISE NOTED.

289

Filed in Office: 05/05/2011 09:45AM  
Deed Doc: WD  
Bk 00986 Pg 0213  
Georgia Transfer Tax Paid : \$246.50  
Justin Power Clerk of Court  
Dawson County  
0422011000486

STATE OF GEORGIA  
COUNTY OF *DAWSON*

**WARRANTY DEED**

THIS INDENTURE made this **29th** day of **April, 2011**, between

**Steven W. Saccoccia and Sharon Saccoccia** ,

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

**Donnie F. East and Sybil A. East** ,  
as Joint Tenants with Rights of Survivorship,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

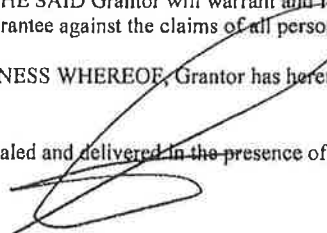
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 102 OF THE 4<sup>TH</sup> DISTRICT, 1<sup>ST</sup> SECTION, DAWSON COUNTY, GEORGIA, BEING LOT 3A, BLOCK F, UNIT 3 OF GOLD CREEK GOLF CLUB SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 49, PAG 83, DAWSON COUNTY, GEORGIA RECORDS, REFERENCE TO WHICH PLAT IS MADE FOR A COMPLETE DESCRIPTION OF THE PROPERTY; AND BEING IMPROVED PROPERTY KNOWN AS 48 GOLD LEAF TERRACE, DAWSONVILLE, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING PROPERTY IN DAWSON COUNTY, GEORGIA.


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

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

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

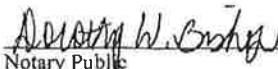
Signed, sealed and delivered in the presence of:



 (Seal)  
Steven W. Saccoccia

Witness

 (Seal)  
Sharon Saccoccia

  
Notary Public

Dorothy W. Bishop  
Official Seal  
Notary Public, State of Georgia  
My Commission Expires  
April 10, 2012  
Dawson County, Georgia

My commission expires

[Attach Notary Seal]

(Seal)

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Marilyn Sanvi Self-Directed IRA LLC: ANX# C8-00051

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Marilyn Sanvi Self-Directed IRA LLC. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-00051

FEE \$250.00 (NONREFUNDABLE) Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

*Fees Waived by CC 4/8/18*

Please Print Clearly **ZONING AMENDMENT APPLICATION AND FEES RECEIVED?**  YES  NO

Applicant Name(s): MARILYN SANUI - m+s PROPERTIES of Dawsonville

Mailing Address 660 Gold Creek DR City Dawsonville State GA Zip 30534

E-Mail MARILYN@SANUI.ME

Applicant Telephone Number(s): 706-252-1210

Property Owner's Name(s): MARILYN SANUI Self Directed IRA LLC

Mailing Address 660 GOLD CREEK DR City DAWSONVILLE State GA Zip 30534

E-Mail MARILYN@SANUI.ME

Property Owner's Telephone Number(s): 706-252-1210

Address of Property to be Annexed: MINERS WAY Lot 17  VACANT LOT

Tax Map & Parcel # 090-101 Property Size in Acres: -1 Survey Recorded in Plat Book # 37 Page # 173

Land Lot # 17 District # 4 Section # 1 Legal Recorded in Deed Book # 1221 Page # 312

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R2

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: \_\_\_\_\_;  VACANT  
 Number of persons 18 years or older: \_\_\_\_\_; Number of persons registered to vote: \_\_\_\_\_

3. The number of all residents occupying the property:

_____ American Indian	_____ Alaskan Native
_____ Asian	_____ Pacific Islander
_____ Black, not of Hispanic Origin	_____ Hispanic
_____ White, not of Hispanic Origin	_____ VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

- A. Number of existing housing units: \_\_\_\_\_
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
 \_\_\_\_\_ MINERS WAY LOT 17 \_\_\_\_\_
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
 \_\_\_\_\_ Stay Same \_\_\_\_\_
- D. Names of affected Subdivision: Gold Creek \_\_\_\_\_
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as MARILYN SANVI (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

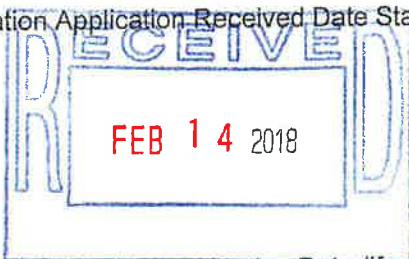
Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>Marilyn Sanvi</u> Property Owner Signature	<u>MARILYN SANVI</u> Property Owner Printed Name
(2)	_____ Property Owner Signature	_____ Property Owner Printed Name
(1)	<u>Marilyn Sanvi</u> Applicant Signature	<u>MARILYN SANVI</u> Applicant Printed Name
(2)	_____ Applicant Signature	_____ Applicant Printed Name

Sworn to and subscribed before me  
 this 12 day of February 2018.  
Christy Leanos  
 Notary Public, State of Georgia  
 My Commission Expires: 10-25-21

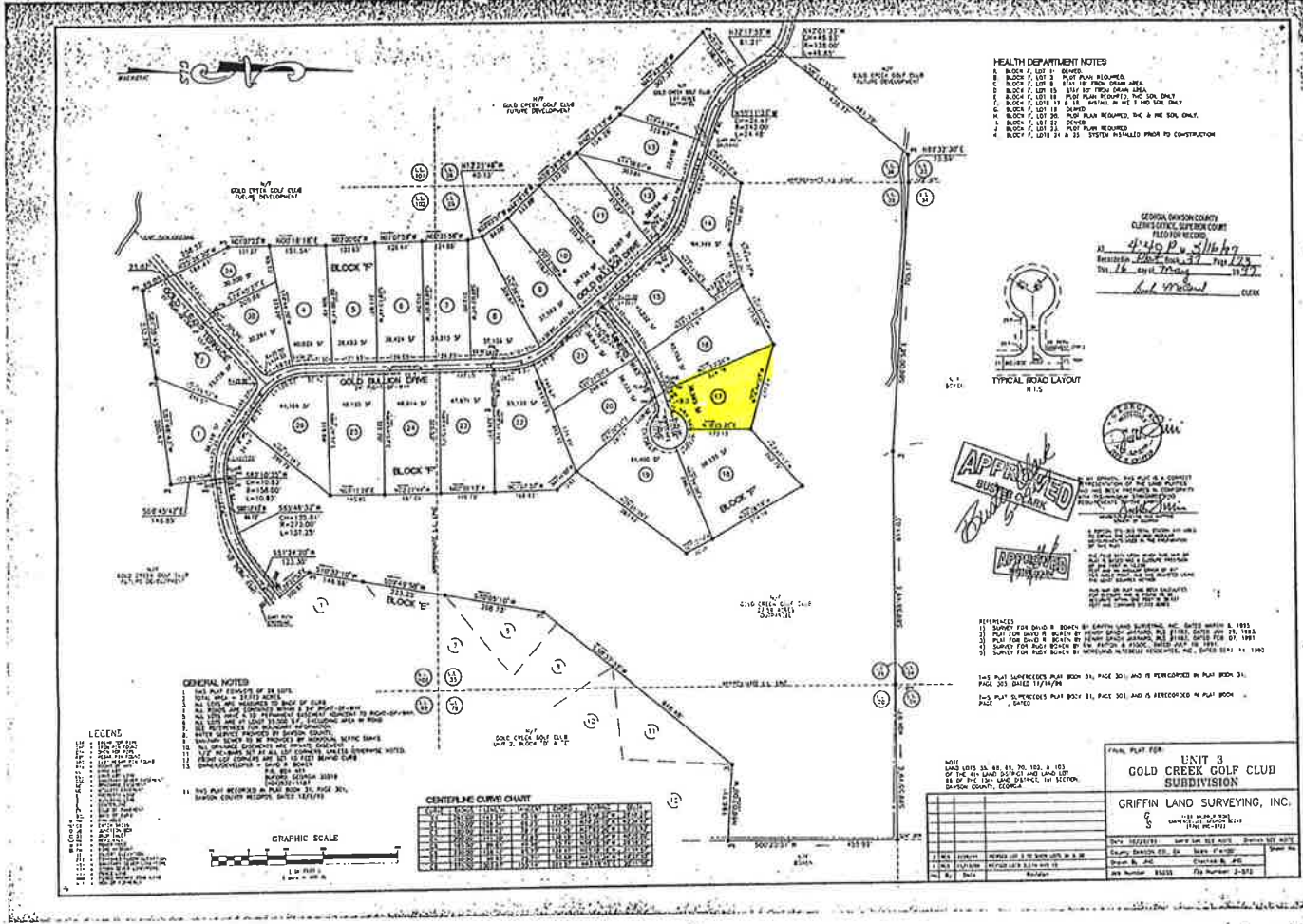
Notary Seal

Annexation Application Received Date Stamp: Rec'd \_\_\_\_\_ Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd \_\_\_\_\_ ARC Population Estimate Information



Planning Commission Meeting Date (if rezone): 4/9/18  
 Dates Advertised: 3/21/18 3/28/18  
 1st City Council Reading Date: 4/23/18  
 2nd City Council Reading Date: 5/7/18 Approved: YES NO  
 Date Certified Mail to: 2/19/18 County Board of Commissioners & Chairman 2/19/18 County Manager 2/19/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



**HEALTH DEPARTMENT NOTES**

1. BLOCK 1, LOT 1
2. BLOCK 1, LOT 2
3. BLOCK 1, LOT 3
4. BLOCK 1, LOT 4
5. BLOCK 1, LOT 5
6. BLOCK 1, LOT 6
7. BLOCK 1, LOT 7
8. BLOCK 1, LOT 8
9. BLOCK 1, LOT 9
10. BLOCK 1, LOT 10
11. BLOCK 1, LOT 11
12. BLOCK 1, LOT 12
13. BLOCK 1, LOT 13
14. BLOCK 1, LOT 14
15. BLOCK 1, LOT 15
16. BLOCK 1, LOT 16
17. BLOCK 1, LOT 17
18. BLOCK 1, LOT 18
19. BLOCK 1, LOT 19
20. BLOCK 1, LOT 20
21. BLOCK 1, LOT 21
22. BLOCK 1, LOT 22
23. BLOCK 1, LOT 23
24. BLOCK 1, LOT 24
25. BLOCK 1, LOT 25
26. BLOCK 1, LOT 26
27. BLOCK 1, LOT 27
28. BLOCK 1, LOT 28
29. BLOCK 1, LOT 29
30. BLOCK 1, LOT 30
31. BLOCK 1, LOT 31
32. BLOCK 1, LOT 32
33. BLOCK 1, LOT 33

GEORGIA DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
PLATBOOK RECORD

4-10-24 11647  
Received 11647-37 Page 1/3  
This 16 April 2024  
L. J. [Signature] CLERK



**APPROVED**  
BUSTED CLARK  
[Signature]

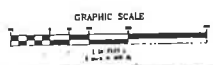
**APPROVED**  
[Signature]

**GENERAL NOTES**

1. THIS PLAN SHOWS 33 LOTS.
2. TOTAL AREA = 257.72 ACRES.
3. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
4. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
5. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
6. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
7. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
8. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
9. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
10. ALL LOTS ARE SUBJECT TO DEED OF TRUST.
11. THIS PLAN IS RECORDED IN PLAT BOOK 31, PAGE 301.

**LEGEND**

- 1. LOT
- 2. ROAD
- 3. CENTERLINE
- 4. BOUNDARY
- 5. EASEMENT
- 6. UTILITY
- 7. FENCE
- 8. TREE
- 9. SHED
- 10. POLE
- 11. SIGN
- 12. LIGHT
- 13. WELL
- 14. SPRING
- 15. CREEK
- 16. LAKE
- 17. POND
- 18. SWAMP
- 19. MOUND
- 20. SAND
- 21. CLAY
- 22. ROCK
- 23. SANDSTONE
- 24. LIMESTONE
- 25. GRANITE
- 26. GNEISS
- 27. SCHIST
- 28. SLATE
- 29. QUARTZITE
- 30. MARBLE
- 31. SOAPSTONE
- 32. SLATE
- 33. GRANITE
- 34. GNEISS
- 35. SCHIST
- 36. SLATE
- 37. QUARTZITE
- 38. MARBLE
- 39. SOAPSTONE
- 40. SLATE
- 41. GRANITE
- 42. GNEISS
- 43. SCHIST
- 44. SLATE
- 45. QUARTZITE
- 46. MARBLE
- 47. SOAPSTONE
- 48. SLATE
- 49. GRANITE
- 50. GNEISS
- 51. SCHIST
- 52. SLATE
- 53. QUARTZITE
- 54. MARBLE
- 55. SOAPSTONE
- 56. SLATE
- 57. GRANITE
- 58. GNEISS
- 59. SCHIST
- 60. SLATE
- 61. QUARTZITE
- 62. MARBLE
- 63. SOAPSTONE
- 64. SLATE
- 65. GRANITE
- 66. GNEISS
- 67. SCHIST
- 68. SLATE
- 69. QUARTZITE
- 70. MARBLE
- 71. SOAPSTONE
- 72. SLATE
- 73. GRANITE
- 74. GNEISS
- 75. SCHIST
- 76. SLATE
- 77. QUARTZITE
- 78. MARBLE
- 79. SOAPSTONE
- 80. SLATE
- 81. GRANITE
- 82. GNEISS
- 83. SCHIST
- 84. SLATE
- 85. QUARTZITE
- 86. MARBLE
- 87. SOAPSTONE
- 88. SLATE
- 89. GRANITE
- 90. GNEISS
- 91. SCHIST
- 92. SLATE
- 93. QUARTZITE
- 94. MARBLE
- 95. SOAPSTONE
- 96. SLATE
- 97. GRANITE
- 98. GNEISS
- 99. SCHIST
- 100. SLATE



**CENTERLINE CHORD CHART**

CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
000° 00' 00"	100.0000	000° 00' 00"	100.0000
001° 00' 00"	99.9998	001° 00' 00"	99.9998
002° 00' 00"	99.9992	002° 00' 00"	99.9992
003° 00' 00"	99.9982	003° 00' 00"	99.9982
004° 00' 00"	99.9968	004° 00' 00"	99.9968
005° 00' 00"	99.9950	005° 00' 00"	99.9950
006° 00' 00"	99.9928	006° 00' 00"	99.9928
007° 00' 00"	99.9902	007° 00' 00"	99.9902
008° 00' 00"	99.9872	008° 00' 00"	99.9872
009° 00' 00"	99.9838	009° 00' 00"	99.9838
010° 00' 00"	99.9800	010° 00' 00"	99.9800
011° 00' 00"	99.9758	011° 00' 00"	99.9758
012° 00' 00"	99.9712	012° 00' 00"	99.9712
013° 00' 00"	99.9662	013° 00' 00"	99.9662
014° 00' 00"	99.9608	014° 00' 00"	99.9608
015° 00' 00"	99.9550	015° 00' 00"	99.9550
016° 00' 00"	99.9488	016° 00' 00"	99.9488
017° 00' 00"	99.9422	017° 00' 00"	99.9422
018° 00' 00"	99.9352	018° 00' 00"	99.9352
019° 00' 00"	99.9278	019° 00' 00"	99.9278
020° 00' 00"	99.9200	020° 00' 00"	99.9200
021° 00' 00"	99.9118	021° 00' 00"	99.9118
022° 00' 00"	99.9032	022° 00' 00"	99.9032
023° 00' 00"	99.8942	023° 00' 00"	99.8942
024° 00' 00"	99.8848	024° 00' 00"	99.8848
025° 00' 00"	99.8750	025° 00' 00"	99.8750
026° 00' 00"	99.8648	026° 00' 00"	99.8648
027° 00' 00"	99.8542	027° 00' 00"	99.8542
028° 00' 00"	99.8432	028° 00' 00"	99.8432
029° 00' 00"	99.8318	029° 00' 00"	99.8318
030° 00' 00"	99.8200	030° 00' 00"	99.8200
031° 00' 00"	99.8078	031° 00' 00"	99.8078
032° 00' 00"	99.7952	032° 00' 00"	99.7952
033° 00' 00"	99.7822	033° 00' 00"	99.7822
034° 00' 00"	99.7688	034° 00' 00"	99.7688
035° 00' 00"	99.7550	035° 00' 00"	99.7550
036° 00' 00"	99.7408	036° 00' 00"	99.7408
037° 00' 00"	99.7262	037° 00' 00"	99.7262
038° 00' 00"	99.7112	038° 00' 00"	99.7112
039° 00' 00"	99.6958	039° 00' 00"	99.6958
040° 00' 00"	99.6800	040° 00' 00"	99.6800
041° 00' 00"	99.6638	041° 00' 00"	99.6638
042° 00' 00"	99.6472	042° 00' 00"	99.6472
043° 00' 00"	99.6302	043° 00' 00"	99.6302
044° 00' 00"	99.6128	044° 00' 00"	99.6128
045° 00' 00"	99.5950	045° 00' 00"	99.5950
046° 00' 00"	99.5768	046° 00' 00"	99.5768
047° 00' 00"	99.5582	047° 00' 00"	99.5582
048° 00' 00"	99.5392	048° 00' 00"	99.5392
049° 00' 00"	99.5198	049° 00' 00"	99.5198
050° 00' 00"	99.5000	050° 00' 00"	99.5000
051° 00' 00"	99.4798	051° 00' 00"	99.4798
052° 00' 00"	99.4592	052° 00' 00"	99.4592
053° 00' 00"	99.4382	053° 00' 00"	99.4382
054° 00' 00"	99.4168	054° 00' 00"	99.4168
055° 00' 00"	99.3950	055° 00' 00"	99.3950
056° 00' 00"	99.3728	056° 00' 00"	99.3728
057° 00' 00"	99.3502	057° 00' 00"	99.3502
058° 00' 00"	99.3272	058° 00' 00"	99.3272
059° 00' 00"	99.3038	059° 00' 00"	99.3038
060° 00' 00"	99.2800	060° 00' 00"	99.2800
061° 00' 00"	99.2558	061° 00' 00"	99.2558
062° 00' 00"	99.2312	062° 00' 00"	99.2312
063° 00' 00"	99.2062	063° 00' 00"	99.2062
064° 00' 00"	99.1808	064° 00' 00"	99.1808
065° 00' 00"	99.1550	065° 00' 00"	99.1550
066° 00' 00"	99.1288	066° 00' 00"	99.1288
067° 00' 00"	99.1022	067° 00' 00"	99.1022
068° 00' 00"	99.0752	068° 00' 00"	99.0752
069° 00' 00"	99.0478	069° 00' 00"	99.0478
070° 00' 00"	99.0200	070° 00' 00"	99.0200
071° 00' 00"	98.9918	071° 00' 00"	98.9918
072° 00' 00"	98.9632	072° 00' 00"	98.9632
073° 00' 00"	98.9342	073° 00' 00"	98.9342
074° 00' 00"	98.9048	074° 00' 00"	98.9048
075° 00' 00"	98.8750	075° 00' 00"	98.8750
076° 00' 00"	98.8448	076° 00' 00"	98.8448
077° 00' 00"	98.8142	077° 00' 00"	98.8142
078° 00' 00"	98.7832	078° 00' 00"	98.7832
079° 00' 00"	98.7518	079° 00' 00"	98.7518
080° 00' 00"	98.7200	080° 00' 00"	98.7200
081° 00' 00"	98.6878	081° 00' 00"	98.6878
082° 00' 00"	98.6552	082° 00' 00"	98.6552
083° 00' 00"	98.6222	083° 00' 00"	98.6222
084° 00' 00"	98.5888	084° 00' 00"	98.5888
085° 00' 00"	98.5550	085° 00' 00"	98.5550
086° 00' 00"	98.5208	086° 00' 00"	98.5208
087° 00' 00"	98.4862	087° 00' 00"	98.4862
088° 00' 00"	98.4512	088° 00' 00"	98.4512
089° 00' 00"	98.4158	089° 00' 00"	98.4158
090° 00' 00"	98.3800	090° 00' 00"	98.3800
091° 00' 00"	98.3438	091° 00' 00"	98.3438
092° 00' 00"	98.3072	092° 00' 00"	98.3072
093° 00' 00"	98.2702	093° 00' 00"	98.2702
094° 00' 00"	98.2328	094° 00' 00"	98.2328
095° 00' 00"	98.1950	095° 00' 00"	98.1950
096° 00' 00"	98.1568	096° 00' 00"	98.1568
097° 00' 00"	98.1182	097° 00' 00"	98.1182
098° 00' 00"	98.0792	098° 00' 00"	98.0792
099° 00' 00"	98.0398	099° 00' 00"	98.0398
100° 00' 00"	98.0000	100° 00' 00"	98.0000

**FINAL PLAT FOR**

**UNIT 3**  
**GOLD CREEK GOLF CLUB**  
**SUBDIVISION**

**GRIFFIN LAND SURVEYING, INC.**

DATE: 10/15/2023  
COUNTY: DAWSON  
FILE NUMBER: 2-2023

Filed in Office: 12/08/2016 04:28PM  
Deed Doc: WD  
Bk 01221 Pg 0312-0314  
Georgia Transfer Tax Paid : \$30.00  
Justin Power Clerk of Court  
Dawson County  
0422016001720

After Recording, Return To:  
Taylor Rice  
Boling Rice LLC  
P.O. Box 244  
Cumming, GA 30028  
(770) 887-3162  
TR/73,202

STATE OF GEORGIA

COUNTY OF Richmond

LIMITED WARRANTY DEED

THIS INDENTURE is made as of December 1, 2016, between **Jenne Foster Chaudoin and Jill Reed Foster** (hereinafter referred to as "Grantor") and **Marilyn Sanvi Self-Directed IRA LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10. 00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in Land Lot 35, 4<sup>th</sup> District, 1<sup>st</sup> Section, Dawson County, Georgia, being Lot 17, Block F, Unit 3, Gold Creek Golf Club Subdivision, as shown on a plat recorded in Plat Book 37, page 173, Dawson County, Georgia records, said plat being incorporated herein by reference for a more complete description thereof.

MINERS WAY

AND ALSO:

All that tract or parcel of land lying and being in Land Lots 66 and 69, 4<sup>th</sup> District, 1<sup>st</sup> Section, Dawson County, Georgia, being Lot 10, Block D, Unit 2, Gold Creek Golf Club Subdivision, as shown on a plat recorded in Plat Book 31, page 247, Dawson County, Georgia records, said plat being incorporated herein by reference for a more complete

OK



description thereof.

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

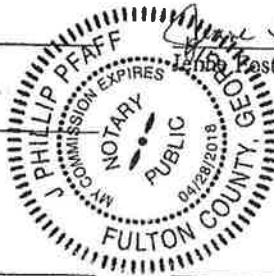
AND GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor.

EXECUTED under seal as of the date above.

Signed, sealed and delivered in the presence of:

*[Handwritten Signature]*  
Witness

*[Handwritten Signature]*  
Notary Public  
(SEAL)



*[Handwritten Signature]*  
Linda Foster Chaudoin

Witness

Jill Reed Foster

Notary Public  
(SEAL)

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of M & S Properties of Dawsonville LLC: ANX# C8-00052

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of M & S Properties of Dawsonville LLC. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Casey Majewski".

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Annexation # 08-00052

**Please Print Clearly**

Applicant Name(s): MARILYN SANVI / M+S PROPERTIES OF DAWSONVILLE, LLC

Applicant Mailing Address: 660 GOLD CREEK DR

City: DAWSONVILLE State: GA Zip: 30534

Applicant Telephone Number(s): 706-252-1210

Property Owner's Name(s): MARILYN SANVI / M+S Properties of Dawsonville LLC

Property Owner's Mailing Address: 660 GOLD CREEK DR

City: DAWSONVILLE State: GA Zip: 30534

Property Owner's Telephone Number(s): 706-252-1210

Address of Property to be Annexed: Golf Leaf Terrace Lot 1-A VACANT LOT

Tax Map & Parcel # 090-116 Property Size in Acres: -1 Survey Recorded in Plat Book # 37 Page # 181

Land Lot # 101 District # 4 Section # 1 Legal Recorded in Deed Book # 1248 Page # 612 ?

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R-2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.

A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.

Survey **must** be signed and sealed by a Registered Land Surveyor.

Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.**

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_
2. Number of persons currently residing on the property: \_\_\_\_\_; VACANT  
 Number of persons 18 years or older: \_\_\_\_\_; Number of persons registered to vote: \_\_\_\_\_
3. The number of all residents occupying the property:
 

<input type="checkbox"/> American Indian	<input type="checkbox"/> Alaskan Native
<input type="checkbox"/> Asian	<input type="checkbox"/> Pacific Islander
<input type="checkbox"/> Black, not of Hispanic Origin	<input type="checkbox"/> Hispanic
<input type="checkbox"/> White, not of Hispanic Origin	<input type="checkbox"/> VACANT

**Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.**

**ARC Population Estimate Information**

- A. Number of existing housing units: \_\_\_\_\_
- B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
Gold Leaf Terrace Lot 1A
- C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same
- D. Names of affected Subdivision: Gold Creek
- E. Name of affected Multi-Family Complex: \_\_\_\_\_
- F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_
- G. Names of affected Duplexes: \_\_\_\_\_
- H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 090-116 (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

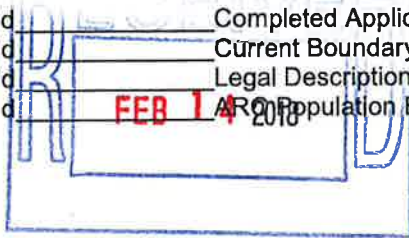
Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>Marilyn Sanvi</u> Property Owner Signature	<u>MARILYN SANVI</u> Property Owner Printed Name
(2)	_____ Property Owner Signature	_____ Property Owner Printed Name
(1)	<u>Marilyn Sanvi</u> Applicant Signature	<u>MARILYN SANVI</u> Applicant Printed Name
(2)	_____ Applicant Signature	_____ Applicant Printed Name

Sworn to and subscribed before me  
 this 12 day of February 2018.  
Christy LeCom  
 Notary Public, State of Georgia  
 My Commission Expires: 10-25-21

Notary Seal

Annexation Application Received Date Stamp:	Rec'd _____	Completed Application with Signatures
	Rec'd _____	Current Boundary Survey
	Rec'd _____	Legal Description
	Rec'd _____	Population Estimate Information



Planning Commission Meeting Date (if rezone): 4/9/18  
 Dates Advertised: 3/21/18 3/28/18  
 1st City Council Reading Date: 4/23/18  
 2nd City Council Reading Date: 5/7/18 Approved: YES NO  
 Date Certified Mail to: 2/19/18 County Board of Commissioners & Chairman 2/19/18 County Manager 2/19/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_

Justin Power Clerk of Court  
Dawson County  
0422017000811

STATE OF GEORGIA,  
DAWSON COUNTY

### TAX SALE DEED

THIS INDENTURE, Made this *2nd day of May, 2017* between

**Nicole Stewart, Ex-Officio Sheriff of Dawson County**

Party or parties of the first part, hereinafter referred to as "Grantor", and

**M & S Properties of Dawsonville LLC**  
**71 Easy Street, Dawsonville, Georgia 30534**

Party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor and Grantee" to include the masculine and feminine gender, the singular and the plural, and the respective heirs, legal representatives, successors and assigns of the parties were where the content requires or permits;

WHEREAS, Nicole Stewart, Ex-Officio Sheriff of Dawson County, Georgia, did levy a writ of fieri facias issued by Nicole Stewart, Tax Commissioner of Dawson County, Georgia against *Easterwood, Gilbert L* and,

WHEREAS said levy was made for the purpose of collecting delinquent state and county ad valorem property taxes for the year *2016, 2015*; and,

WHEREAS said levy was made on *March 16, 2017* on the following described tract of land, to wit:

*All that tract or parcel of land lying and being in Land Lot 101, of the 4th District, 1st Section, of Dawson County, Georgia and being known as Lot 1-A, Block H, Unit 4, of Gold Creek Golf Club, as per plat recorded in Plat Book 37, Page 181, Dawson County, Georgia Records, said plat being incorporated herein by reference thereto.*

*This Deed is given subject to all easements and restrictions of record, if any.*

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

*As described in Deed Book 662, Page 146. Further described as Map & Parcel 090116.*

WHEREAS said property was levied upon as the property of *Easterwood, Gilbert L Estate & Heirs Known & Unknown of*, followed by advertisement by due and legal publication as required by law being made in *Dawson News*, a newspaper published in Dawson County, Georgia in which Sheriff's sales are published; and,

WHEREAS said Ex-Officio Sheriff did proceed to expose for sale the above described tract during the legal hours of sale in accordance with law, before the courthouse doors of Dawson County Courthouse the same being the *2nd day of May, 2017*, the same being the date advertised for sale; and,

WHEREAS the above named grantees were the highest and best bidders for the sum of *\$15,000.00 (FIFTEEN THOUSAND and 00/100) DOLLARS*.

WITNESSETH:

For and in consideration of the above payment, in hand paid, the receipt which of is hereby acknowledged, the undersigned Ex-Officio Sheriff does hereby bargain, grant and convey, and sell unto grantees herein, in accordance with his or her lawful authority granted by the laws of the State of Georgia to conduct sheriff's sales, the above described tract or parcel of land together with improvements thereon. To have and to hold the above granted premises unto the grantees herein in as full and ample a manner as the same was held by *Easterwood, Gilbert L Estate & Heirs Known & Unknown of* when the said property was levied on and sold.

This conveyance is made without warranty of title and is further made subject to the rights of redemption of *Easterwood, Gilbert L Estate & Heirs Known & Unknown of* in accordance with O.C.G.A. sec. 48-4-40 et. Seq.

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

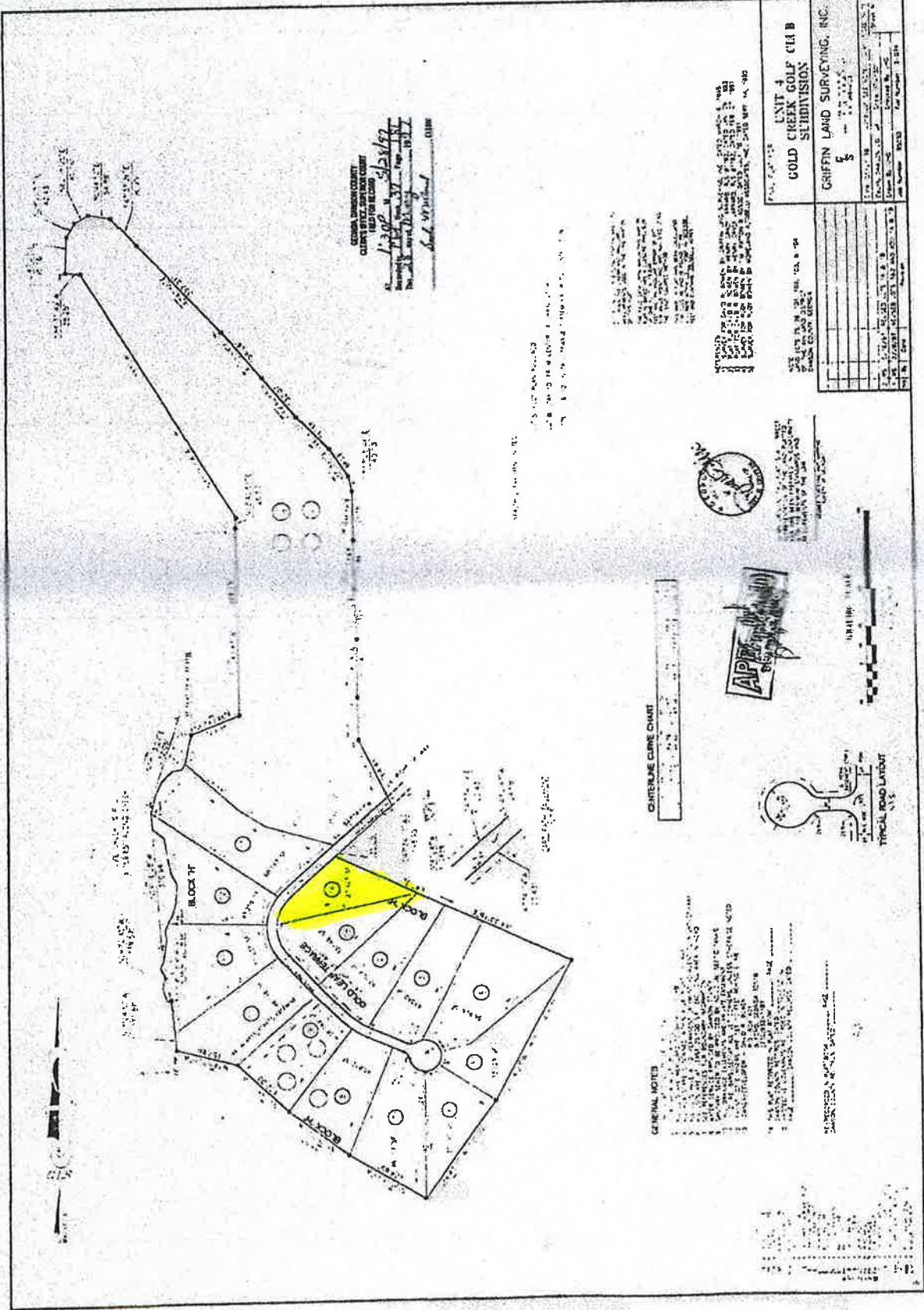
Signed, Sealed and Delivered in the presence of

*Maureen Veloz*  
Unofficial Witness  
*Amanda Hall*  
Notary Public, State of Georgia

*Nicole Stewart* seal  
Nicole Stewart, Ex-Officio Sheriff  
Dawson County, Georgia

My commission expires: 8-19-18

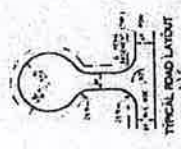




CONRAD ENGINEERING  
 CIVIL & SURVEYING  
 1308 N. 37th St.  
 Anchorage, Alaska 99503  
 Date: 11/15/97

**GENERAL NOTES**  
 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL BEARINGS ARE TRUE BEARINGS.  
 3. THE AREA OF THIS SUBDIVISION IS 1,234,567.89 SQ. FT.  
 4. THE TOTAL AREA OF THE LOTS IS 1,234,567.89 SQ. FT.  
 5. THE TOTAL AREA OF THE COMMON AREAS IS 123,456.78 SQ. FT.  
 6. THE TOTAL AREA OF THE RESERVE AREAS IS 12,345.67 SQ. FT.  
 7. THE TOTAL AREA OF THE UNRESERVED AREAS IS 123,456.78 SQ. FT.  
 8. THE TOTAL AREA OF THE UNRESERVED AREAS IS 123,456.78 SQ. FT.  
 9. THE TOTAL AREA OF THE UNRESERVED AREAS IS 123,456.78 SQ. FT.  
 10. THE TOTAL AREA OF THE UNRESERVED AREAS IS 123,456.78 SQ. FT.

CHUTE LINE CURVE CHART  
 1:1000



UNIT 4 GOLD CREEK GOLF CLUB B SUBDIVISION GRIFFIN LAND SURVEYING, INC.	
SHEET NO. 1 OF 1	DATE: 11/15/97
PROJECT NO. 97-001	CLIENT: GOLD CREEK GOLF CLUB
SCALE: AS SHOWN	LOCATION: GOLD CREEK GOLF CLUB, ANCHORAGE, ALASKA
DRAWN BY: [Name]	CHECKED BY: [Name]
DATE: 11/15/97	DATE: 11/15/97



415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Marilyn Sanvi Self-Directed IRA LLC: ANX# C8-00053

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Marilyn Sanvi Self-Directed IRA LLC. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Casey Majewski". The signature is written in a cursive style.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-00053

Fee Waived by  
 CC 1/8/18

**Please Print Clearly**

Applicant Name(s): MARILYN SANUI

Applicant Mailing Address: 660 Gold Creek Dr.

City: Dawsonville State: GA. Zip: 30534

Applicant Telephone Number(s): 706-252-1210

Property Owner's Name(s): MARILYN SANUI Self Directed IRA LLC

Property Owner's Mailing Address: 660 Gold Creek DR

City: Dawsonville State: GA. Zip: 30534

Property Owner's Telephone Number(s): 706-252-1210

Address of Property to be Annexed: Lot 10 Block D Gold Creek DR VACANT LOT

Tax Map & Parcel # 090-049 Property Size in Acres: -.1 Survey Recorded in Plat Book # 31 Page # 247

Land Lot # 66469 District # 4 Section # 1 Legal Recorded in Deed Book # 1221 Page # 312

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: \_\_\_\_\_;  VACANT  
 Number of persons 18 years or older: \_\_\_\_\_; Number of persons registered to vote: \_\_\_\_\_

3. The number of all residents occupying the property:

_____ American Indian	_____ Alaskan Native
_____ Asian	_____ Pacific Islander
_____ Black, not of Hispanic Origin	_____ Hispanic
_____ White, not of Hispanic Origin	_____ VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 1

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
Gold Creek Drive Lot 10

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same

D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as Gold Creek Drive (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>Marilyn Sanui</u> Property Owner Signature	<u>MARILYN SANUI</u> Property Owner Printed Name
(2)	_____ Property Owner Signature	_____ Property Owner Printed Name
(1)	<u>Marilyn Sanui</u> Applicant Signature	<u>MARILYN SANUI</u> Applicant Printed Name
(2)	_____ Applicant Signature	_____ Applicant Printed Name

Sworn to and subscribed before me  
 this 12 day of February 2018.  
Christy Lecarus  
 Notary Public, State of Georgia  
 My Commission Expires: 10-25-21

Notary Seal

Annexation Application Received Date Stamp: Rec'd \_\_\_\_\_ Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd \_\_\_\_\_ Legal Description  
 Rec'd \_\_\_\_\_ ARC Population Estimate Information

**RECEIVED**  
**FEB 14 2018**

Planning Commission Meeting Date (if rezone): 4/9/18  
 Dates Advertised: 3/21/18 3/28/18  
 1<sup>st</sup> City Council Reading Date: 4/23/18  
 2<sup>nd</sup> City Council Reading Date: 5/7/18 Approved: YES NO  
 Date Certified Mail to: 2/19/18 County Board of Commissioners & Chairman 2/19/18 County Manager 2/19/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_



Filed in Office: 12/08/2016 04:28PM  
Deed Doc: WD  
Bk 01221 Pg 0312-0314  
Georgia Transfer Tax Paid : \$30.00  
Justin Power Clerk of Court  
Dawson County  
0422016001728

After Recording, Return To:  
Taylor Rice  
Boling Rice LLC  
P.O. Box 244  
Cumming, GA 30028  
(770) 887-3162  
TR/73,202

STATE OF GEORGIA

COUNTY OF Richmond

**LIMITED WARRANTY DEED**

THIS INDENTURE is made as of December 1, 2016, between **Jenne Foster Chaudoin and Jill Reed Foster** (hereinafter referred to as "Grantor") and **Marilyn Sanvi Self-Directed IRA LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

**WITNESSETH:**

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10. 00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in Land Lot 35, 4<sup>th</sup> District, 1<sup>st</sup> Section, Dawson County, Georgia, being Lot 17, Block F, Unit 3, Gold Creek Golf Club Subdivision, as shown on a plat recorded in Plat Book 37, page 173, Dawson County, Georgia records, said plat being incorporated herein by reference for a more complete description thereof.

**AND ALSO:**

All that tract or parcel of land lying and being in Land Lots 66 and 69, 4<sup>th</sup> District, 1<sup>st</sup> Section, Dawson County, Georgia, being Lot 10, Block D, Unit 2, Gold Creek Golf Club Subdivision, as shown on a plat recorded in Plat Book 31, page 247, Dawson County, Georgia records, said plat being incorporated herein by reference for a more complete

Gold Creek DR

OK

description thereof.

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

AND GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor.

EXECUTED under seal as of the date above.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

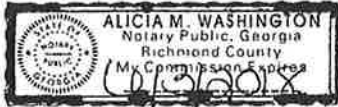
\_\_\_\_\_  
Jenne Foster Chaudoin

\_\_\_\_\_  
Notary Public  
(SEAL)

*[Signature]*  
\_\_\_\_\_  
Witness

*[Signature]*  
\_\_\_\_\_  
Jill Reed Foster

*[Signature]*  
\_\_\_\_\_  
Notary Public  
(SEAL)



*[Handwritten mark]*

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Edward and Patricia Holton: ANX# C8-00054

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Edward and Patricia Holton. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

  
Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Annexation #** C8-00054

**FEE \$250.00 (NONREFUNDABLE)** Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

Fee waived by CC 4/8/18

**Please Print Clearly** ZONING AMENDMENT APPLICATION AND FEES RECEIVED?  YES  NO

Applicant Name(s): EDWARD L. HOLTON, JR. PATRICIA M. HOLTON

Mailing Address 200 GRANT PT City DAWSONVILLE State GA Zip 30534

x E-Mail eholton@windstream.net

Applicant Telephone Number(s): 706-525-8500

Property Owner's Name(s): Edward L. Holton, Jr. Patricia M. Holton

Mailing Address 200 GRANT PT City DAWSONVILLE State GA Zip \_\_\_\_\_

x E-Mail eholton@windstream.net

Property Owner's Telephone Number(s): 706-525-8500

Address of Property to be Annexed: Lot 26 Block F Gold Bullion Dr. West  VACANT LOT

Tax Map & Parcel # 090-110 Property Size in Acres: -1 Survey Recorded in Plat Book # 37 Page # 173

Land Lot # 102 District # 4 Section # 1 Legal Recorded in Deed Book # 329 Page # 511

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD/R2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 0;  VACANT  
 Number of persons 18 years or older: 0; Number of persons registered to vote: \_\_\_\_\_

3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 0

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
Gold Bullion Drive, West

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same

D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
 \_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as Gold Bullion Dr West (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge

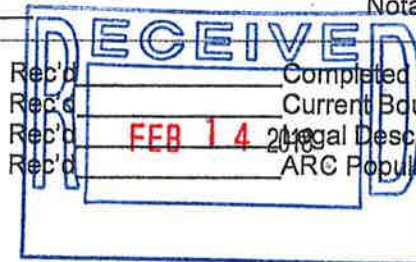
- |     |  |  |
|-----|--|--|
| (1) | ✓ <u>[Signature]</u><br>Property Owner Signature | ✓ <u>EDWARD L HOLTON</u><br>Property Owner Printed Name    |
| (2) | ✓ <u>[Signature]</u><br>Property Owner Signature | ✓ <u>PATRICIA M. HOLTON</u><br>Property Owner Printed Name |
| (1) | ✓ <u>[Signature]</u><br>Applicant Signature      | ✓ <u>EDWARD L. HOLTON</u><br>Applicant Printed Name        |
| (2) | ✓ <u>[Signature]</u><br>Applicant Signature      | ✓ <u>PATRICIA M. HOLTON</u><br>Applicant Printed Name      |

Sworn to and subscribed before me  
 this 12 day of February 2018  
Christy Leavis  
 Notary Public, State of Georgia

My Commission Expires: 10-25-21

Notary Seal

Annexation Application Received Date Stamp:



- |       |                                       |
|-------|---------------------------------------|
| Rec'd | Completed Application with Signatures |
| Rec'd | Current Boundary Survey               |
| Rec'd | Legal Description                     |
| Rec'd | ARC Population Estimate Information   |

Planning Commission Meeting Date (if rezone): 4/9/18  
 Dates Advertised: 3/21/18 3/28/18  
 1<sup>st</sup> City Council Reading Date: 4/23/18  
 2<sup>nd</sup> City Council Reading Date: 5/7/18  
 Date Certified Mail to: 2/19/18 County Board of Commissioners & Chairman 2/19/18 County Manager 2/19/18 County Attorney

Approved: YES NO

Letter Received from Dawson County Date: \_\_\_\_\_



DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAGE # 6100  
DATE 12/20/99  
Becky McCord  
BECKY MCCORD, CLERK  
SUPERIOR COURT

When recorded return to:  
North Georgia Title, Inc.  
54 Lumpkin Campground Road, S - Suite 110  
Dawsonville, Georgia 30534

GEORGIA, DAWSON COUNTY  
CLERKS OFFICE, SUPERIOR COURT  
FILED FOR RECORD

AT 4:00 P.M. 12/17/99  
Recorded in Deed Book 329 Page 511  
This 20 day of December 19 99  
Becky McCord, CLERK

WARRANTY DEED

STATE OF GEORGIA

DAWSON COUNTY

THIS INDENTURE made this 14th day of December, 1999, between

James S. Wright and Renee D. Wright

hereinafter called "Grantor's", and

Edward L. Holton, Jr. and Patricia M. Holton  
as joint tenants with right of survivorship

Hereinafter called "Grantee/s" (the words "Grantor/s" and  
"Grantee/s" to include their respective heirs, successors and  
assigns where the context requires or permits).


WITNESSETH: That Grantor/s, for and in consideration of TEN  
DOLLARS and other good and valuable considerations---(\$10.00)---  
--receipt of which is hereby acknowledged has/have granted, sold,  
transferred and conveyed, and by these presents does/do grant,  
sell, transfer and convey unto Grantee:



ALL THAT TRACT or parcel of land lying and being in Land Lot 102,  
4th District, 1st Section, Dawson County, Georgia, and being Lot  
26, Block F, Unit 3, Gold Creek Subdivision recorded in Plat Book  
37, Page 173, Dawson County, Georgia records which plat is  
incorporated herein by reference.

THIS CONVEYANCE is made subject to all covenants, easements and  
restrictions of record.

TO HAVE AND TO HOLD, in fee simple. And Grantor/s will warrant  
and forever defend the right and title to said premises unto  
Grantee/s against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor's/s' hand and seal have been hereunto  
affixed, the day and year first above written.  
Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Kimberly Hibon  
NOTARY PUBLIC  
DAWSON COUNTY, GEORGIA

 (SEAL)  
James S. Wright  
 (SEAL)  
Renee D. Wright

317

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Marcus and Hannah Stowers: ANX# C8-00055

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Marcus and Hannah Stowers. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Annexation #** 18-00055

**FEE \$250.00 (NONREFUNDABLE)** Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

*Fee Waived by CC/11/8/18*

**Please Print Clearly** ZONING AMENDMENT APPLICATION AND FEES RECEIVED?  YES  NO

Applicant Name(s): Marcus Stowers Hannah Stowers

Mailing Address 16 Gold Creek Ct City Dawsonville State GA Zip 30534

E-Mail marcusstowers@gmail.com

Applicant Telephone Number(s): 678-495-7314 706-429-3911

Property Owner's Name(s): Marcus Stowers Hannah Stowers

Mailing Address 16 Gold Creek Ct. City Dawsonville State GA Zip 30534

E-Mail marcusstowers@gmail.com

Property Owner's Telephone Number(s): 678-495-7314 706-429-3911

Address of Property to be Annexed: 16 Gold Creek Ct.  VACANT LOT

Tax Map & Parcel # 090 048 Property Size in Acres: 1 acre Survey Recorded in Plat Book # 37 Page # 171

Land Lot # 69 District # 4 Section # \_\_\_\_\_ Legal Recorded in Deed Book # 1102 Page # 283

Current Use of Property: Residential

County Zoning Classification: RPC City Zoning Classification: PUD / R2

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 ½ x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



**City of Dawsonville**

P.O. Box 6  
415 Highway 53 East, Suite 100  
Dawsonville, GA 30534  
Phone: (706) 265-3256

**Annexation Petition  
into the  
City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 4;  VACANT  
Number of persons 18 years or older: 2; Number of persons registered to vote: 2

3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 4 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 1

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
16 Gold Creek Ct.

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same

D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
\_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_





**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

I / We the undersigned, being the owner(s) of real property of the territory described herein as 16 Gold Creek Ct. (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

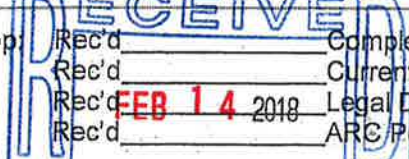
Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>[Signature]</u> Property Owner Signature	<u>Marcus Stowers</u> Property Owner Printed Name
(2)	<u>[Signature]</u> Property Owner Signature	<u>Hannah Stowers</u> Property Owner Printed Name
(1)	<u>[Signature]</u> Applicant Signature	<u>Marcus Stowers</u> Applicant Printed Name
(2)	<u>[Signature]</u> Applicant Signature	<u>Hannah Stowers</u> Applicant Printed Name

Sworn to and subscribed before me  
 this 20 day of January 2018.  
Kari Freeman  
 Notary Public, State of Georgia

My Commission Expires: 09-26-2021

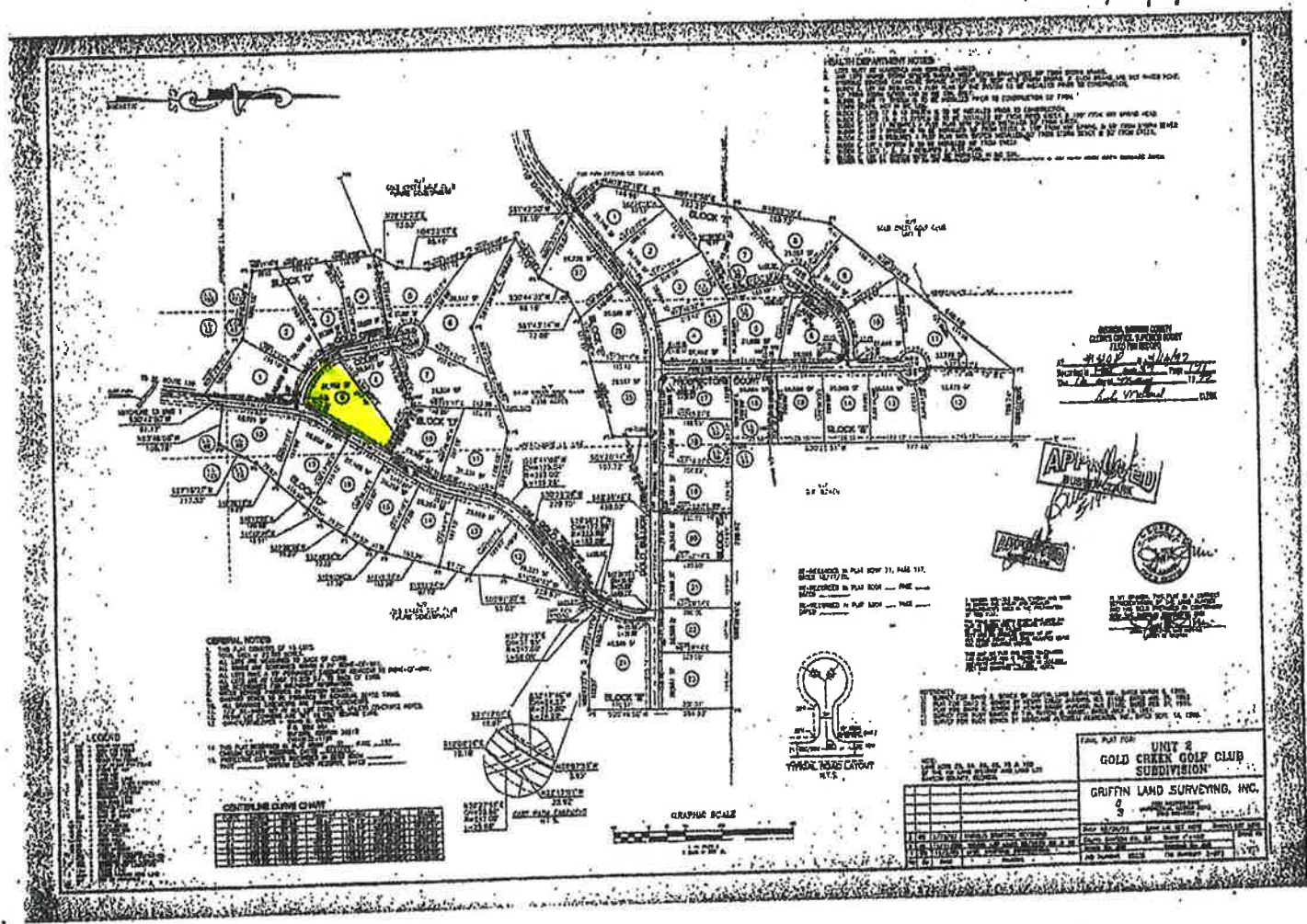


Annexation Application Received Date Stamp:  Rec'd \_\_\_\_\_ Completed Application with Signatures  
 Rec'd \_\_\_\_\_ Current Boundary Survey  
 Rec'd FEB 14 2018 Legal Description  
 Rec'd \_\_\_\_\_ ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 4/9/18  
 Dates Advertised: 3/21/18 3/23/18  
 1st City Council Reading Date: 4/23/18  
 2nd City Council Reading Date: 5/7/18 Approved: YES NO  
 Date Certified Mail to: 2/14/18 County Board of Commissioners & Chairman 2/14/18 County Manager 2/16/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_

37-171



Filed in Office: 01/17/2014 12:25PM  
Deed Doc: WD  
Bk 01102 Pg 0283  
Georgia Transfer Tax Paid : \$0.00  
Justin Power Clerk of Court  
Dawson County  
0422014000041

AFTER RECORDING, RETURN TO:  
Taylor H. Rice  
Boling Rice LLC  
207 Pirkle Ferry Road  
Cumming, GA 30040  
#68413

**GENERAL WARRANTY DEED - RIGHT OF SURVIVORSHIP**  
State of Georgia, County of Forsyth

THIS INDENTURE is made as of **January 16, 2014**, between **Marcus Stowers** (hereinafter referred to as "Grantor") and **Marcus Stowers and Hannah Stowers, as Joint Tenants with Right of Survivorship and not as tenants in common** (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, ha\* granted, bargained, sold, aliened, conveyed and confirmed, and do\* hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:


**All that tract or parcel of land lying and being in Land Lot 69, 4th District, 1st Section, Dawson County, Georgia, and being Lot 9, Gold Creek Golf Club Subdivision, Block D, Unit 2, as shown on a plat recorded in Plat Book 37, page 171, Dawson County, Georgia records, said plat being incorporated herein by reference for a more complete description thereof.**

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

AND GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee and Grantee's heirs and assigns against the claims of all persons whomsoever.

EXECUTED under seal as of the date above.

Signed, sealed and delivered  
in the presence of:

Melba J. Cole  
Witness  
\_\_\_\_\_  
Notary Public  
  
(SEAL)

Marcus Stowers 1/16/14 (Seal)

④  
W.D. 10.00  
P.T.T.

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Bruce and Edith Banta: ANX# C8-00056

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Bruce and Edith Banta. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Casey Majewski". The signature is written in a cursive style.

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Annexation #** CR-00056

**FEE \$250.00 (NONREFUNDABLE)** Date Paid \_\_\_\_\_ Cash /Ck # \_\_\_\_\_

*Fees waived by CC 1/8/18*

**Please Print Clearly** **ZONING AMENDMENT APPLICATION AND FEES RECEIVED ?**  YES  NO

Applicant Name(s): Bruce E. Banta Edith M. Banta

Mailing Address 81 Miners Way City Dawsonville State GA Zip 30534

E-Mail bbanta28@gmail.com

Applicant Telephone Number(s): 404.402.7108 404.402.7152

Property Owner's Name(s): Bruce E. Banta Edith M. Banta

Mailing Address 81 Miners Way City Dawsonville State GA Zip 30534

E-Mail bbanta28@gmail.com

Property Owner's Telephone Number(s): 404.402.7108 404.402.7152

Address of Property to be Annexed: 81 Miners Way VACANT LOT

Tax Map & Parcel # 090102 Property Size in Acres: 1.5 Survey Recorded in Plat Book # 37 Page # 173

Land Lot # 0035 District # 04 Section # 1 Legal Recorded in Deed Book # 913 Page # 313

Current Use of Property: Residential

County Zoning Classification: RFC City Zoning Classification: PUD/R2

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.

A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.

Survey **must** be signed and sealed by a Registered Land Surveyor.

Survey **must** be signed, stamped recorded by Dawson County Clerk's Office, Superior Court



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: 5;  VACANT  
 Number of persons 18 years or older: 5; Number of persons registered to vote: 2

3. The number of all residents occupying the property:  
 American Indian  Alaskan Native  
 Asian  Pacific Islander  
 Black, not of Hispanic Origin  Hispanic  
 5 White, not of Hispanic Origin  VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 1

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:  
81 Miners Way, Dawsonville, GA 30534

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):  
Stay the same

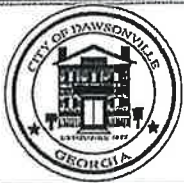
D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: —

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):  
—

G. Names of affected Duplexes: —

H. Names of Mobile Home Parks: —



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 81 Miners Way (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u><i>Bruce Banta</i></u> Property Owner Signature	<u>Bruce Banta</u> Property Owner Printed Name
(2)	<u><i>Edith Banta</i></u> Property Owner Signature	<u>Edith Banta</u> Property Owner Printed Name
(1)	<u><i>Bruce Banta</i></u> Applicant Signature	<u>Bruce Banta</u> Applicant Printed Name
(2)	<u><i>Edith Banta</i></u> Applicant Signature	<u>Edith Banta</u> Applicant Printed Name

Sworn to and subscribed before me  
 this 14 day of February 2018.

*Donna Lynn Blanton*  
 Notary Public, State of Georgia

My Commission Expires: 10/17/2021



Notary Seal

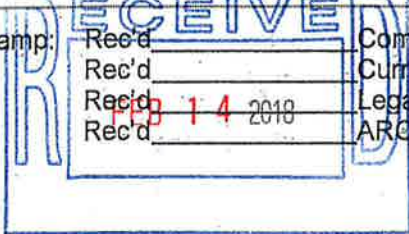
Annexation Application Received Date Stamp:		Completed Application with Signatures
		Current Boundary Survey
		Legal Description
		ARC Population Estimate Information
Planning Commission Meeting Date (if rezone):	<u>4/9/18</u>	
Dates Advertised:	<u>2/21/18</u> <u>3/28/18</u>	
1 <sup>st</sup> City Council Reading Date:	<u>4/23/18</u>	
2 <sup>nd</sup> City Council Reading Date:	<u>5/7/18</u>	Approved: YES NO
Date Certified Mail to:	<u>2/19/18</u> County Board of Commissioners & Chairman	<u>2/19/18</u> County Manager
		<u>2/19/18</u> County Attorney
<input type="checkbox"/> Letter Received from Dawson County	Date: _____	





Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 35 OF THE 4TH DISTRICT, 1ST SECTION OF DAWSON COUNTY, GOERGIA, BEING LOT 18, BLOCK F, UNIT 3 OF GOLD CREEK GOLF CLUB SUBDIVISION, AS PER PLAT OF SURVEY RECORDED IN PLAT BOOK 37, PAGE 173, DAWSON COUNTY GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

THIS PROPERTY SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND CONDITIONS CONTAINED IN THAT CERTAIN INSTRUMENT RECORDED IN DEED BOOK 205, PAGE 484, DAWSON COUNTY, GEORGIA RECORDS.

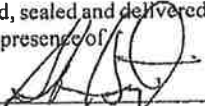
File# 53460209

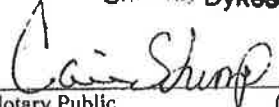
Property Address: 81 MINERS WAY, DAWSONVILLE, GA 30534

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the only proper use, benefit and behalf of the said party of the second part, and assigns, forever. IN FEE SIMPLE.

AND the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, and assigns, against the lawful claims of all persons claiming by, through or under the party of the first part, but not otherwise.

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

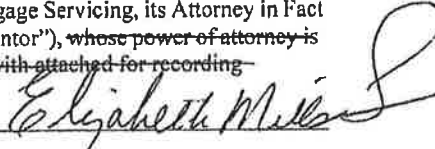
Signed, sealed and delivered in the presence of  
  
Witness (Seal)  
**Shunda Dykes**

  
Notary Public (Seal)

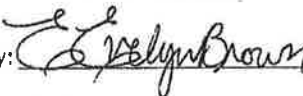
My Commission Expires:



Grantor:  
US Bank National Association as Trustee for TBW 2006-2 by American Home Mortgage Servicing, its Attorney in Fact ("Grantor"), ~~whose power of attorney is herewith attached for recording~~

By: 

Name: Elizabeth Mills-Taylor  
Title: Assistant Secretary

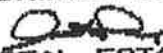
Attested by: 

Name: E. Evelyn Brown  
Title: Assistant Secretary

Witness the execution hereof by the Lender through its duly authorized Attorney-in-Fact, AMERICAN HOME MORTGAGE whose appointment was published in Deed Book 942, Page 602, DAWSON County Georgia Records

DOCH# 000027  
FILED IN OFFICE  
01/04/2011 12:35 PM  
BK:973 PG:311-313  
JUSTIN POWER  
CLERK OF COURT  
DAWSON COUNTY

Please Return to:  
McCalla Raymer, LLC.  
900 Holcomb Woods Parkway  
Roswell, GA 30076  
File#: 53460209

  
REAL ESTATE TRANSFER TAX  
PAID: \$204.00

042-2010-201502

Purchaser: Bruce Banta and Edith Banta  
Property: 81 MINERS WAY, DAWSONVILLE, GA 30534

**SPECIAL WARRANTY DEED**

STATE OF **Texas**  
COUNTY OF **Dallas**

THIS INDENTURE, made this 20th day of Dec 2010, between US Bank National Association as Trustee for TBW 2006-2 as party or parties of the first part, hereinafter called Grantor, and Bruce Banta and Edith Banta as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH; that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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 and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, and assigns:

All that tract or parcel of land described on Exhibit "A" attached hereto and incorporated herein by reference.

415 Highway 53 E. Suite 100  
Dawsonville, Georgia 30534



(706) 265-3256  
Fax (706) 265-4214  
www.dawsonville-ga.gov

February 19, 2018

**CERTIFIED MAIL**

Mr. Billy Thurmond  
Board of Commissioners  
Dawson County  
25 Justice Way, Suite 2313  
Dawsonville, GA 30534

Re: Annexation of Property of Steve Sanvi: ANX# C8-00057

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; April 23, 2018 and May 7, 2018.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of Steve Sanvi. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Casey Majewski, P.E.  
Planning Director

Enclosures

cc: David Headley, County Manager  
M. Lynn Frey III, County Attorney  
Bob Bolz, City Manager



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Annexation # 08-60057

**Please Print Clearly**

Applicant Name(s): Steve L. SANVI  
 Applicant Mailing Address: 660 GOLD CREEK DR  
 City: DAWSONVILLE State: GA. Zip: 30534  
 Applicant Telephone Number(s): 706-252-0070

Property Owner's Name(s): Steve L. SANVI  
 Property Owner's Mailing Address: 660 GOLD CREEK DR  
 City: DAWSONVILLE State: GA. Zip: 30534  
 Property Owner's Telephone Number(s): 706-252-0070

Address of Property to be Annexed: 87 GOLD CREEK COURT  VACANT LOT  
 Tax Map & Parcel # 090-045 Property Size in Acres: -1 Survey Recorded in Plat Book # 37 Page # 171  
 Land Lot # 69+102 District # 4 Section # 1 Legal Recorded in Deed Book # 835 Page # 419  
 Current Use of Property: Residential 49 97  
 County Zoning Classification: RPC City Zoning Classification: PUD

**Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation:**

Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current **RECORDED BOUNDARY SURVEY** of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds **LEGAL DESCRIPTION** that matches the boundary survey of the property being annexed.
- Survey **must** be signed and sealed by a Registered Land Surveyor.
- Survey **must** be signed, stamped recorded by the Clerk's Office, Superior Court at the Court House.



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

Please answer the following questions to meet and comply with the United States Department of Justice, Civil Rights Division, Voting Section, Section 5 of the Voting Rights Act.

1. Intended Use of Land:  Residential  Commercial  
 Existing Structure(s)  Vacant  
 Other (specify) \_\_\_\_\_

2. Number of persons currently residing on the property: \_\_\_\_\_;  VACANT  
 Number of persons 18 years or older: \_\_\_\_\_; Number of persons registered to vote: \_\_\_\_\_

3. The number of all residents occupying the property:

_____ American Indian	_____ Alaskan Native
_____ Asian	_____ Pacific Islander
_____ Black, not of Hispanic Origin	_____ Hispanic
_____ White, not of Hispanic Origin	_____ VACANT

Please answer the following questions to meet and comply with the U. S. Department of Commerce, which requires this information to provide Population Estimates.

**ARC Population Estimate Information**

A. Number of existing housing units: 1

B. List of Addresses for each housing unit in the annexed area at the time of the annexation:

87 Gold Creek Court

C. Disposition of existing structures (e.g. to stay the same, be demolished, moved or converted):

Stay the same

D. Names of affected Subdivision: Gold Creek

E. Name of affected Multi-Family Complex: \_\_\_\_\_

F. Names of Group Quarters (dormitories, nursing homes, jails, etc.):

\_\_\_\_\_

G. Names of affected Duplexes: \_\_\_\_\_

H. Names of Mobile Home Parks: \_\_\_\_\_



**City of Dawsonville**  
 P.O. Box 6  
 415 Highway 53 East, Suite 100  
 Dawsonville, GA 30534  
 Phone: (706) 265-3256

**Annexation Petition  
 into the  
 City of Dawsonville, GA**

**Property Owner(s) Authorization**

① We the undersigned, being the owner(s) of real property of the territory described herein as 87 Gold Creek Court (Address/Tax Map Parcel), respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

(1)	<u>[Signature]</u> Property Owner Signature	<u>Steve L. Sandi</u> Property Owner Printed Name
(2)	_____ Property Owner Signature	_____ Property Owner Printed Name
(1)	<u>[Signature]</u> Applicant Signature	<u>Steve L. Sandi</u> Applicant Printed Name
(2)	_____ Applicant Signature	_____ Applicant Printed Name

Sworn to and subscribed before me  
 this 12 day of February 2018.  
Chucky Lecanus  
 Notary Public, State of Georgia  
 My Commission Expires: 10-25-21

Notary Seal

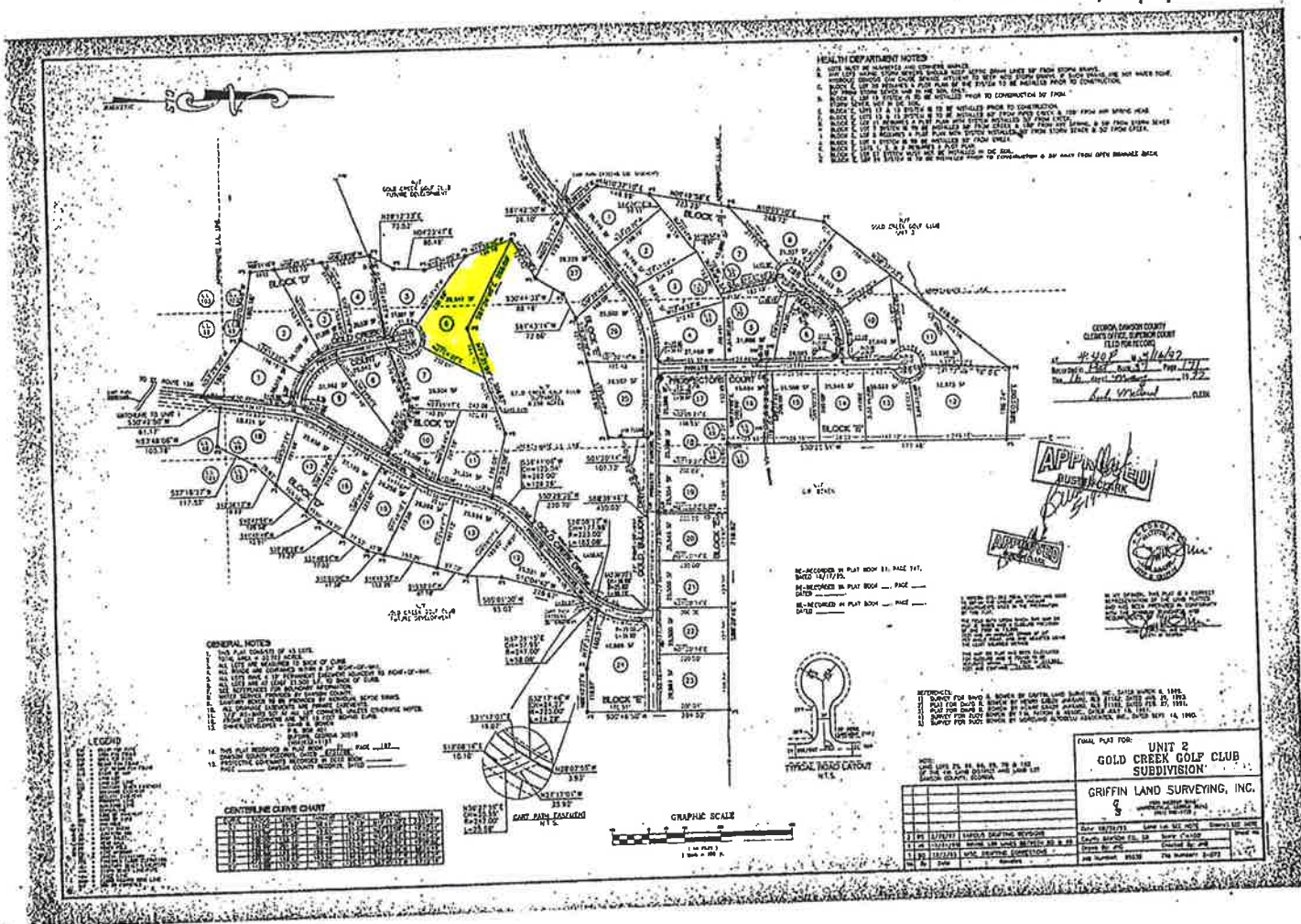
Annexation Application Received Date Stamp: REC'D RECEIVED FEB 14 2018

Rec'd	Completed Application with Signatures
Rec'd	Current Boundary Survey
Rec'd	Legal Description
Rec'd	ARC Population Estimate Information

Planning Commission Meeting Date (if rezone): 4/9/18  
 Dates Advertised: 3/21/18 3/28/18  
 1<sup>st</sup> City Council Reading Date: 4/23/18  
 2<sup>nd</sup> City Council Reading Date: 5/7/18 Approved: YES NO  
 Date Certified Mail to: 2/19/18 County Board of Commissioners & Chairman 2/19/18 County Manager 2/19/18 County Attorney

Letter Received from Dawson County Date: \_\_\_\_\_

37-171



**HEALTH DEPARTMENT NOTES**

1. THIS PLAT IS SUBJECT TO ALL APPLICABLE HEALTH DEPARTMENT ORDINANCES.
2. ALL WELLS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE HEALTH DEPARTMENT ORDINANCES.
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8. ALL WELLS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE HEALTH DEPARTMENT ORDINANCES.
9. ALL WELLS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE HEALTH DEPARTMENT ORDINANCES.
10. ALL WELLS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE HEALTH DEPARTMENT ORDINANCES.

CECILIA LAWSON COUNTY  
CLERK OF SUPERIOR COURT  
4408 4/11/67  
Booked 1987 Aug 27 Page 271  
The 16th day of August 1967

**APPROVED**  
DUSTY W. GRIFFIN

**APPROVED**  
SPECIAL AGENT



RECORDED IN PLAT BOOK 11, PAGE 141,  
SHEET 15177A.  
RECORDED IN PLAT BOOK 11, PAGE 141,  
SHEET 15177B.  
RECORDED IN PLAT BOOK 11, PAGE 141,  
SHEET 15177C.



NOTES:  
1. THIS PLAT IS SUBJECT TO ALL APPLICABLE HEALTH DEPARTMENT ORDINANCES.  
2. ALL WELLS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE HEALTH DEPARTMENT ORDINANCES.  
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4. ALL WELLS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE HEALTH DEPARTMENT ORDINANCES.  
5. ALL WELLS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE HEALTH DEPARTMENT ORDINANCES.

**GENERAL NOTES**

1. THIS PLAT SHOWS THE CENTERLINE OF ALL LINES.
2. THIS PLAT SHOWS THE CENTERLINE OF ALL LINES.
3. THIS PLAT SHOWS THE CENTERLINE OF ALL LINES.
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18. THIS PLAT SHOWS THE CENTERLINE OF ALL LINES.
19. THIS PLAT SHOWS THE CENTERLINE OF ALL LINES.
20. THIS PLAT SHOWS THE CENTERLINE OF ALL LINES.

**CENTRELINE CHART**

LINE NO.	BEARING	DISTANCE	POINT
1	N 89° 15' 00" E	100.00	1
2	S 89° 15' 00" W	100.00	2
3	N 00° 00' 00" E	100.00	3
4	S 00° 00' 00" W	100.00	4
5	N 89° 15' 00" E	100.00	5
6	S 89° 15' 00" W	100.00	6
7	N 00° 00' 00" E	100.00	7
8	S 00° 00' 00" W	100.00	8
9	N 89° 15' 00" E	100.00	9
10	S 89° 15' 00" W	100.00	10
11	N 00° 00' 00" E	100.00	11
12	S 00° 00' 00" W	100.00	12
13	N 89° 15' 00" E	100.00	13
14	S 89° 15' 00" W	100.00	14
15	N 00° 00' 00" E	100.00	15
16	S 00° 00' 00" W	100.00	16
17	N 89° 15' 00" E	100.00	17
18	S 89° 15' 00" W	100.00	18
19	N 00° 00' 00" E	100.00	19
20	S 00° 00' 00" W	100.00	20



THIS PLAT FOR UNIT 2 GOLD CREEK GOLF CLUB SUBDIVISION

GRIFFIN LAND SURVEYING, INC.

DATE: 4/11/67

BY: DUSTY W. GRIFFIN

SCALE: AS SHOWN

NO. OF SHEETS: 3

SHEET NO.: 1

DATE OF SURVEY: 4/11/67

DATE OF PLAT: 4/11/67

DATE OF RECORDING: 8/27/67

BOOK: 1987

PAGE: 271



DAWSON COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX

PAID \$ 75.00  
DATE 11-8-07  
Becky McCord  
BECKY McCORD, CLERK  
SUPERIOR COURT

042-07-001789  
GEORGIA, DAWSON COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD  
AT 10:45A M 11-8-07  
Recorded In Deed Book 839 Page 419-420  
This 8 day of Nov., 20 07  
Becky McCord, Clerk

RETURN TO: Cummings Kelley & Bishop PC  
75 Elliott Road, Suite 220  
Dawsonville, Georgia 30534

## WARRANTY DEED

GEORGIA, DAWSON COUNTY

This deed made by and between

**CHAD FAMBROUGH**

Grantor, and

**STEVE L. SANVI**

Grantee.

WITNESSETH, that the said Grantors, for and in consideration of Ten and no/100 (\$10.00) Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantee, all that tract or parcel of land, together with all improvements thereon, lying and being in Dawson County, Georgia, more particularly described as:

**All that tract or parcel of land lying and being in Land Lots 69 and 102 of the 4<sup>th</sup> District, 1<sup>st</sup> Section of Dawson County, Georgia, being Lot 6, Block D, Unit 2 of Gold Creek Golf Club, as shown on a plat of survey recorded in Plat Book 37, Page 171, revised and re-recorded in Plat Book 49, Page 97 of the Dawson County, Georgia records, which plat is incorporated herein and made a part hereof by reference.**

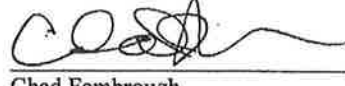
TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantee, forever in FEE SIMPLE, and the said Grantor WARRANTS the title to the same against the lawful claims of all persons whomsoever.

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and affixed his seal this 2<sup>nd</sup> day of November, 2007.

Signed, sealed and delivered  
in the presence of:

  
Witness

 (SEAL)  
Chad Fambrough

  
Notary Public  
My commission expires:



**Backup material for agenda item:**

9. Consideration of Supplemental Letter of Support for Legislation to Create Big Canoe Water & Sewer Authority



# DAWSON COUNTY BOARD OF COMMISSIONERS

March 1, 2018

Billy Thurmond  
Chairman

Sharon Fausett  
Commissioner  
District One

Chris Gaines  
Commissioner  
District Two

Jimmy Hamby  
Commissioner  
District Three

Julie Hughes Nix  
Commissioner  
District Four

---

David Headley  
County Manager

Kristen Cloud  
County Clerk

RE: Draft Bill to Create Big Canoe Water & Sewer Authority

To The Members of the General Assembly:

The Dawson County Board of Commissioners has been provided with a current revision of the proposed Local Act, which would create a Water & Sewer Authority for the Big Canoe community located partly in Dawson County and partly in Pickens County. The latest draft of the legislation includes changes to the method of selection of the members of the Authority (placing the appointment power in the hands of the governing authorities of the two affected counties).

As the governing authority of Dawson County, this Board continues to consider it to be in the best interest of the citizens of Dawson County and the public at large for the General Assembly to adopt the proposed legislation and thus create an Authority with all the powers enumerated therein.

This Board has previously voiced its support for the passage of the proposed legislation by way of a letter, which recommended and endorsed the introduction and adoption of the draft bill and urged the local delegation representing Dawson County in the Georgia Senate and House of Representatives to move the proposed Local Act forward in the legislative process for the current 2018 session of the General Assembly. The Board of Commissioners hereby reiterates its support for the bill to create the Authority and advises that it approves and endorses the revisions as to mode of appointment.

Respectfully,

Billy Thurmond, Chairman  
Dawson County Board of Commissioners

Dawson County  
Government Center  
25 Justice Way  
Suite 2313  
Dawsonville, GA 30534  
Phone 706-344-3501  
Fax 706-344-3504