

CITY OF FOREST PARK

Department of Planning & Community Developmen 785 Forest Parkway Forest Park, Georgia 3029; (404) 608-2301 Fax: (404) 608-2306

CONDITIONAL USE APPLICATION

Important Notice:

Please read the application carefully. The Department of Planning & Community Development will not accept an incomplete application. Submittal of partial or incomplete applications will not be accepted. This request is subject to all Department of Planning & Community Development requirements under the jurisdiction of the City of Forest Park. If you have any further questions concerning these requirements, please contact the City of Forest Park Department of Planning & Community Development for clarification.

Conditional Use Application Checklist

Please submit the following materials in addition to this application:

- 1. Authorization(s) of property owner(s);
- Notarized authorization(s) of attorney (only if an attorney is filing the application on behalf of a property owner);
- 3. Letter of intent;
- 4. A copy of a survey plat of the property;
- 5. A written legal description (in metes and bounds);
- 6. A conceptual site plan. This plan must be drawn to scale and must depict the proposed use of the property. This must include the following:
 - A scale and north arrow;
 - The proposed land use and building outline as it would appear (should the Conditional Use Permit application be approved);
 - The present zoning classification of all adjacent parcels:
 - The gross square footage of all proposed buildings;
 - The proposed location of all driveways and entry/exit points for vehicular traffic, using arrows to depict direction of movement;
 - The location of all required off-street parking and loading spaces, including number of spaces and driveway dimensions;
 - Required yard setbacks (appropriately dimensioned);
 - The location and extent of required buffer areas, depicting extent of natural vegetation, as well as the type and location of additional vegetation (if required).
- 7. File notarized application and all required materials with the City of Forest Park Department of Planning & Community Development.
- 8. Pay application fee. The Conditional Use Permit application fee is \$250. The fee is due upon submission of this application. Please make check payable to The City of Forest Park.



CITY OF FOREST PARK

Planning Building & Zoning Department 785 Forest Parkway Forest Park, Georgia 30297 (404) 608-2300 Fax: (404) 608-2306

ZONING VERIFICATION

Important Notice:

It is STRONGLY recommended that before leasing, purchasing, or otherwise committing to a property, you confirm that the zoning is appropriate for its intended use and complies with the City's Zoning Ordinance. Zoning Verification is a process that allows city staff to confirm whether or not a location is appropriately zoned for a certain use. It is NOT a business license or a building permit. Any construction or renovation to accommodate the proposed activity will require a separate building permit. This document does not authorize a business to conduct business without an Occupational Tax Certificate, nor does it authorize the applicant to start construction without the proper permits. It is the responsibility of the applicant to adhere to state and local laws and codes. Be mindful that an approved application does not necessarily mean that the space is adequate for your business. Please contact City Hall for more information about business licenses.

APPLICANT INFORMATION
Name of Applicant: AySon M. Hamm
Name of Business: Honeys Sweet Memories LLC
Business Address: 1067 Forest Parkway Forest Park, GA 30297 Ste.
Email Address: hsmeventservices ami Phone: 404-438-3318
PROPERTY INFORMATION
Current Use of Property: Party Supply Store
Proposed Use of Property: Small Event Venue
Are there any plans to modify the property (construction, electrical, or plumbing)? Yes No
Myon M James 1/13/23
Applicant's Signature (Type Name) Date Date
OFFICE USE ONLY
Current Zoning: TC Fee Paid: Yes V No
Required Zoning: G C Alcohol License Required: Yes No
Business Classification: Group Conditional Use Permit Required: Yes V No
Comments: APPROVED DENIED
Per section 8-8-38, Places of assembly require a conditional use permit.
Reviewed By Date Date

Applicant Information

Date Received: Case Number:	
Applicant: Auson Hamm	
Address of Property: 1067 Forest Parkway Ste A F	Tirest-Park, GA
Email Address: 1/Smevent Services @gmail.com	Phone: 404-438-3318
Property Owner (if different from above): Forest Park Invest	monts ILLC
Mailing Address (if different from above):5825 Glenridge Dn	ve Bldg 1 Atlanta GA 30328
	Phone: 404-812-8910
Size of Property: Square Footage: 18,986 Acres: 43 Ste A - 117169 + F. Present Zoning Classification:	
10	Parcel: 13049D +001
Present Land Use: Bakery, Hair Salon, + Party	Supply Store
Proposed Land Use: Small Event/Party Venu	ue Studio
I hereby make application to the City of Forest Park for conditional use of the or affirm that the information provided here and above is true, complete, a may be considered just cause for invalidation of this application and any at the City of Forest Park reserves the right to enforce all ordinances regard! Furthermore, I understand that it is my/our responsibility to conform with hereby acknowledge that all requirements of the City of Forest Park sha understand this application or have had it read to me (if I could not read it false statements or writings to the City of Forest Park pursuant to O.C.G.A. thereof. SIGNATURE: PRINT NAME: PRINT NAME:	and accurate. I understand that any inaccuracies ction taken on this application. I understand that less of any action or approval of this application. all the City of Forest Park's ordinances in full. I all be adhered to. I attest that I have read and myself). I understand that it is a felony to make
Sworn to and subscribed before me	and T. James
This 26 day of Junuay, 2023.	Miles and Miles
Notary Public	PUBLIC S

Disclosure of Campaign Contributions & Gifts

Application filed on,	20 for action by the City Counci	I on the following property:		
1067 Forest Park	Day Ste A Forest	Park GA 30297		
Address of property	and ore. I forwar	TAIN ON THE		
All individuals, business entities, or other organizations having a property or other interest in said property that				
is the subject of this application are a	as follows:			
The undersigned below has complied with the Official Code of Georgia Section 36-67A-1, et. Seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.				
Have you, as the applicant, or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Forest Park City Council?				
Yes: No:				
If yes, please complete the following	section (attach additional sheets if ne	ecessary):		
Name and Official Position of Government Official	Contributions (only those which	Date of Contribution (Within the		
Government Onicial	aggregate to \$250.00 or more)	last two (2) years)		
I do hereby certify that the information pr	ovided herein is both complete and accu	rate to the best of my knowledge		
The Mill	I	or las		
Applicant Signature	Type d	Print Name and Title		
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	re Type o	or Print Name and Title		
2/2:)(1	ilvha	The training and Tigo		
Notary Signature	Date (Affix	Seal Here		
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		HOTAR		
		A PUBLIC S		
		2,200/00		

Authorization of Property Owner

CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:			
1067 Forest Parkway, Forest Park, GA			
City of Forest Park, Clayton County, Georgia			
WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN PURSUIT OF A CONDITIONAL USE OF THE DEVELOPMENT REQUESTED ON THIS PROPERTY.			
Name of Applicant: Alyson Hamm			
Applicant Address: 107 Parkview Drive, Stockbridge, GA			
Applicant Phone:			
B4			
Owner Signature			
Ryan Holzer Owner Name (please print)			
Sworn to and subscribed before me			
his 26 day of the Jan., 2023. Notary Public			
WOTARY SAME OF THE PROPERTY OF			

LEASE

THIS LEASE made effective as of the 19 day of) lcc week. 2022, by and between Forest Park Investment I, LLC ("Lessor"), and Alyson Hamm, an individual resident of the state of Georgia ("Lessee").

WITNESSETH:

- 1. Premises and Shopping Center. For and in consideration of the following, Lessor hereby leases and rents unto Lessee, and Lessee hereby agrees to lease and take from Lessor upon the terms and conditions hereinafter set forth, the Premises (hereinafter the "Premises") which is located within the Shopping Center (hereinafter the "Shopping Center") as described in Exhibit B, attached hereto and made a part hereof.
- 2. Base Rental. Lessee shall pay to Lessor at Lessor's address shown on Exhibit A, or to such other address as Lessor may from time to time designate by written notice to Lessee, promptly on the first (1st) day of each month, in advance, during the term of this Lease, in lawful money of the United States of America (and in a format acceptable to the Lessor, at Lessor's sole discretion) without offset or deduction, Base Rental (hereinafter the "Rent") as described on Exhibit A, attached hereto and made a part hereof. In the event of late payment of rental hereunder, any Rent received by Landlord after the fifth (5th) day of the month, each installment shall require that Lessee pay a late charge equal to ten (10%) percent of the installment due as additional Rent. Any accrued and unpaid Rent as well as late charges due after the fifth (5th) shall bear interest at the rate of eighteen percent (18%) per annum from the day it is due until actually paid. In like manner, all other obligations, benefits and monies that may become due to Lessor from Lessee because of Lessee's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum. If the Commencement Date or Expiration Date does not fall on the first day or last day, respectively, of a calendar month, then the rent for such month shall be prorated on a daily basis.

3. Insurance.

- (a) Lessee shall maintain at its sole expense, commencing upon the date Lessee takes possession of the Premises and continuing throughout the Lease Term, (a) commercial general liability insurance covering the Premises in a combined single limit amount of not less than One Million Dollars (\$1,000,000.00), naming Lessor and any mortgagee(s) of Lessor as additional insured there under; and (b) all risk property insurance for the full replacement value of Lessee's improvements and Lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. A copy of the policy or a certificate of insurance shall be delivered to Lessor at least five (5) days before Lessee's taking occupancy and Lessee shall supply Lessor with a renewal policy or certificate prior to the expiration of each renewal or succeeding policy or certificate throughout the original lease term. Such insurance policy shall provide that the insurer shall not cancel such policy unless such insurer shall deliver to Lessor notice of such cancellation no later than ten (10) days prior to the date of such cancellation.
- (b) Lessee shall, as additional rental, also pay to Lessor a prorata amount of the insurance premiums for fire and extended coverage and for public liability on the Premises, in the same percentage as its space is to the total rentable space of the Shopping Center. Lessor will promptly notify Lessee of the total insurance premiums and Lessor will attach to said notice, if applicable, a copy of the insurance invoice related thereto. Lessee shall pay the sum so specified to Lessor within fifteen (15) days following the date of Lessor's notice. If any portion of the term of this Lease does not coincide with the period for which the insurance is rated, the amount otherwise due from Lessee shall be prorated according to the number of months during which Lessee was in possession of the Premises. At Lessor's option, this shall be paid by Lessee monthly along with the Rent immediately on becoming due. Lessee shall carry fire and extended hazard coverage on all of Lessee's tenant improvements and personal property in the Premises. A copy of the policy or a certificate of insurance shall be delivered to Lessor at least five (5) days before Lessee's

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Lessor Initial: Lessee Initial:

taking occupancy and Lessee shall supply Lessor with a renewal policy or certificate prior to the expiration of each renewal or succeeding policy or certificate throughout the original lease term.

- 4. Term. The term of this Lease shall commence on the date shown and shall continue for a period shown on Exhibit A attached hereto and made a part hereof.
- 5. Repairs by Lessors. During the term of this Lease, Lessor shall maintain and be responsible for the foundation, roof, exterior walls (exclusive of all glass and exterior doors), and underground utility and sewer pipes exterior to the building except for repairs rendered necessary by the negligence of Lessee, Lessee's agents, employees and invitees. At any time during the term of this Lease, Lessor may enter the Premises at reasonable hours. Lessor shall be under no obligation to inspect the Premises, and Lessee shall promptly report to Lessor in writing any defective condition known to Lessee which Lessor is required under this paragraph to repair. Failure by Lessee to so report such condition after Lessee learns of such condition shall make Lessee responsible to Lessor for any liability arising out of such condition up to the point where Lessor shall have had a reasonable opportunity to respond to the condition.
- 6. Repairs by Lessee. Lessee shall maintain, repair and keep in clean and good working order the internal and external electrical and plumbing fixtures, the electrical switches and receptacles, the commodes and basins, the heating and air conditioning units, including thermostatic controls and filters, in the Premises. Lessee shall provide or pay for pest, bug and termite control service or otherwise keep the Premises free from pests, termites and wood-boring infestation. Lessee shall make all other repairs and perform all other maintenance which may be necessary to keep the Premises in clean and good working order other than those specifically set forth hereinabove as the responsibility of Lessor. Lessee shall maintain a preventive maintenance program providing for the regular inspection and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor. Lessee shall provide Lessor annually with evidence that Lessee is maintaining said preventive maintenance program.
- 7. Taxes, Utility and Common Area Charges. Lessee shall, during the term hereof, pay all charges for telephone, gas, electricity, sewage and water used in or on the leased premises, which utilities are to be contracted for and placed in Lessee's name. Lessee agrees to make timely payment of all ad valorem or other taxes and assessments levied upon Lessee's inventory, equipment, fixtures, furnishings and other property located on or in connection with the Premises as well as Lessee's share of ad valorem taxes and assessments levied upon the entire Shopping Center in which the Premises is located. Additionally, Common Area Charges shall include all expenditures incurred by or on behalf of Lessor in operating, maintaining, repairing or replacing the Shopping Center and Common Areas or public areas owned by the municipality that benefit the Shopping Center which Lessor maintains or for which Lessor pays a maintenance fee, including, without limitation, exterior walls and other structural elements of the Shopping Center, the cost of all of Lessor's gardening and landscaping, assessments, repairs, preventive maintenance, any association fees, repainting including restriping or repaving of parking lot and access ways, repairing or replacing any streets, curbs or parking lots, roof repairs and replacement, updating and maintenance and replacement of directory signs, rental of signs and equipment, lighting, sanitary control, cleaning, sweeping, removal of ice, snow, trash, rubbish, garbage and other refuse, repair or replacement of awnings, equipment and other assets used in the operation and maintenance of the Shopping Center, repair or replacement of on-site water lines, sanitary sewer lines, storm water lines, gas lines and electrical lines and equipment serving the Shopping Center, all costs, charges and expenses incurred by Lessor in connection with any change of any company providing utility services including without limitation repair, installation and service costs associated therewith, the cost of police, fire protection, security and traffic control services, Lessor's management fees, reasonable reserves for anticipated expenditures, costs incurred by Lessor under any operating and easement agreements or other similar agreement of record and the cost of all personnel required to supervise, implement and accomplish all of the foregoing (including wages, salaries, compensation and benefits). Common Area Charges shall also specifically include capital expenditures for the repair and/or replacement of Common Areas; provided, however, Lessee shall only be obligated to pay for the cost of capital expenditures for repairing and/or replacing Common Areas based on the cost of such repair and/or replacement amortized over the useful life of the Common Area item being repaired and/or replaced (together with interest at an interest factor reasonably determined by Lessor),

Lessor Initial: RMLessee Initial

which useful life shall be reasonably determined by Lessor in its sole discretion. This shall be paid by Lessee along with the Rent immediately on becoming due and Lessee shall hold Lessor harmless from any liability therefor. This amount shall be adjusted annually, based on an accounting of actual expenses incurred for the previous twelve (12) months. Lessee further agrees to pay all charges for repairs to individual water and other utility meters on the leased Premises whether necessitated by ordinary wear and tear, temperature extremes, accident or any other cause. Such payments shall be made immediately on becoming due.

- 8. Use of Premises; Alterations to Premises.
- (a) The Premises shall be used for, and only for, the purposes shown on Exhibit A attached hereto and made a part hereof. The Premises shall not be used for any illegal purpose nor in any manner to create any nuisance or trespass, nor in any way which would violate any law, ordinance, or subdivision restrictions affecting the Premises nor in any manner as would cause cancellation of, prevent the use of, or increase the rate of the standard form of fire and extended coverage insurance policy to be carried by Lessor. Lessee shall use the Premises only in full compliance with all ordinances, statutes, rules and regulations of any applicable governmental authorities, Board of Fire Underwriters, or any other entity having jurisdiction over the Premises. To the extent that any repairs, alterations, changes or additions to the Premises are required by the application of such ordinances, statutes, rules or government regulations after the lease term begins, all such repairs, alterations, changes or additions shall be made, subject to the terms hereof, at the sole expense of Lessee. If at any time during the term of this Lease the insurance rate for the Premises is increased due to the nature of the use of the Premises by Lessee, said increased amount shall be paid by Lessee as additional rental on the first (1st) day of the month following Lessee's receipt of notification and evidence of the payment thereof by Lessor. All storage, business and other activities conducted by Lessee shall be entirely confined to and within the Premises. No portion of the common areas, as herein defined, shall be used for storage of any materials, supplies or vehicles.
- (b) Lessee shall make no alterations or modifications of the exterior or interior of the Premises without the prior written consent of Lessor, which consent shall be granted or withheld in Lessor's sole discretion. Lessee's request for consent shall be in writing and accompanied by plans and specifications describing the proposed alterations or modifications. Such consent shall be deemed given if Lessor fails to respond to such request within thirty (30) days after receipt thereof. Notwithstanding the foregoing, Lessee shall have the right to make interior non-structural alterations or modifications to the Premises costing less than One Thousand Dollars (\$1,000) upon ten (10) days prior written notice to Lessor accompanied by plans and specifications therefor. Lessee shall fully comply with all applicable governmental laws, ordinances, codes, regulations and other requirements with respect to any such alterations. All such alterations shall be accomplished in a first-class workmanlike manner using first-quality materials in connection therewith. All such alterations erected by Lessee shall be and remain the property of Lessee during the term of this Lease, and Lessee shall (unless Lessor otherwise elects) remove all such alterations erected by Lessee prior to the expiration date or earlier termination of this Lease provided, however, that if Lessor and Lessee so elect, such alterations shall be delivered up to Lessor with the Premises. All shelves, bins, machinery, movable partitions and trade fixtures installed by Lessee may be removed by Lessee prior to the expiration date or earlier termination of this Lease if Lessee so elects, and shall be removed by the expiration date or earlier termination of this Lease if required by Lessor. Lessee shall permit no liens to attach or exist against the Premises.
- 9. Parking and Common Areas. Common areas shall consist of those areas on the real property of the Shopping Center, which are not specified as Premises or are open for use by the public and other tenants of the property including, without limitation, all parking areas, driveways, truckways, delivery passages, common truck loading areas, walkways, halls, planted areas, and public restrooms (if any). Lessor agrees that Lessee shall have nonexclusive access in common with all other tenants to the common areas. Lessor shall have the right at any time to change the size, location, elevation or nature of the common areas and parking of the center or any portion thereof, including without limitation, the right to locate thereon, kiosks, structures or other buildings or to close portions thereof. Lessee agrees that upon request of Lessor, it shall cause its employees, agents, owners and concessioners to park at areas designated therefor. Lessor

Lessor Initial: KH Lessee Initial:

reserves the right to, at its discretion, reserve parking spaces for Lessee and designated tenants. During the terms hereof, Lessor reserves the right to relocate Lessee to a reasonable location in the Shopping Center comparable in size to the Premises and on the same terms and conditions as contained herein. Lessee shall be allowed to remove all of Lessee's leasehold improvements from the Premises pursuant to such relocation provided that Lessee repair any damage caused by such removal. Lessor may, at its option, terminate this Lease if Lessee refuses to accept said new location.

- 10. Waiver and Subrogation. Lessee hereby waives any claim which may arise in its favor against Lessor hereto arising out of this Lease for any loss or damage to any of its property located within upon or constituting a part of the Premises. Lessor agrees to have its own insurance company properly endorse the fire and extended coverage insurance policies for the Premises, or anything located therein:
 - (i) to waive any subrogation claims against the other party, and
 - (ii) to prevent the invalidation of said insurance coverage by reason of this waiver.
 - 11. Destruction of or Damage to the Premises.
- (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or any other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date.
- (b) If the Premises are partially destroyed by any of the casualties described hereinabove, Lessor shall notify Lessee in writing of the time period within which Lessor will be able to repair and restore the Premises from the date of such casualty. If such damage cannot be reasonably repaired within six (6) months' time, then, within thirty (30) calendar days of such damage, Lessor and Lessee shall each have the right to terminate this Lease by delivery to the other party of written notice of such termination. If either Lessor or Lessee shall so terminate the Lease, then rental shall be paid up to the date of such termination.
- (c)If neither Lessor nor Lessee shall so terminate this Lease or if the damage can be reasonably repaired within six (6) months' time, then rental shall abate in such proportion (based upon the square footage, as use of the Premises has been restricted) and Lessor (provided Lessor's mortgagee, if any, allows for use of insurance purposes for same) shall restore the Premises to substantially the same condition as before the occurrence of such casualty as speedily as practicable, whereupon full rental shall recommence. Lessor shall complete the restoration by the date given in its notice under (b) above.

12. Condemnation.

- (a) If the whole of the Premises, or such portion thereof as will make the Premises substantially less usable for the purposes herein leased, be condemned or proposed to be condemned by any legally constituted authority for any public use or purpose, then this Lease shall terminate as of the time when title thereto is acquired by public authorities, and rental shall be accounted for between Lessor and Lessee as of that date. In the event that only a portion of the Premises is condemned and the remaining portion can, after restoration and repair (provided that Lessor's mortgagee, if any, allows proceeds of condemnation action to be used for same), be made satisfactorily usable for Lessee's purposes, then this Lease shall not terminate, however, the Rent shall be reduced proportionately to the amount (based upon square footage) of the Premises taken. In such event, Lessor shall make any necessary repairs as soon as they can be reasonably accomplished.
- (b) Any termination or obligation to repair, however, shall be without prejudice to the rights of either Lessor or Lessee, or both, to recover from the condemner compensation and damages caused by such condemnation. Lessor and Lessee acknowledge that Lessee shall have the right to apply for and collect the value of its alterations, trade fixtures and special equipment installed by it in the Premises, repairs made by Lessee, the damage to its business operations or moving expenses and any other compensable damages resulting from such condemnation not affecting Lessor's settlement with the condemning authority, provided, however, that Lessee shall have no other claim against Lessor or against the

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Lessor Initial: KH Lessee Initial:

condemner for the value of any unexpired portion of the term of this Lease or otherwise. Neither the Lessee nor the Lessor shall have any rights in any award made to the other by any condemnation authority.

- 13. Exterior Signs. Lessor may erect and maintain such signs on the Premises as it in its sole discretion may deem appropriate. Lessee shall erect and maintain only such signs as Lessor may approve in writing. Any sign erected by Lessee shall conform to all laws, ordinances and regulations pertaining thereto. Lessee shall be solely responsible for the installation and, prior to the termination or expiration of the Lease, the removal of the sign including any damages to the Premises occasioned by the installation and/or removal of such sign. If any damage is done to Lessee's sign, Lessee shall repair same within ten (10) days or Lessor may at its option repair same or remove same at Lessee's expense.
- 14. Assignment and Subletting. Lessee shall not, without the prior written consent of Lessor, which consent may be withheld or granted in Lessor's sole discretion, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Lessee. Consent by Lessor to any assignment or sublease shall not destroy this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Lessor on the same basis as aforesaid. If Lessee is a corporation, partnership, joint venture or other entity, any transfer, sale or other disposition of the stock or interest of Lessee which may or does cause a change in control of Lessee shall be deemed an assignment of this Lease. Each assignee of Lessee shall become directly liable to Lessor for all obligations of Lessee hereunder. No sublease or assignment by Lessee shall relieve Lessee of any liability hereunder. Lessee agrees to pay Lessor a sum of not less than Seven Hundred Fifty Dollars (\$750 in advance) to cover Lessor's administrative and legal costs associated with efforts to determine assignee's suitability and preparation of transfer documents.
- 15. Mechanic's Lien. Lessee shall have no authority, express or implied, to create or place any mechanic's or other lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Lessor in the Premises or to charge the rentals payable hereunder for any claim in favor of any person. Any such claim shall affect, and each such lien shall attach, if at all, only to the leasehold interest granted to Lessee by this instrument. Lessee shall pay or cause to be paid all sums legally due and payable for any labor performed or materials furnished in connection with any work performed at Lessee's request on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or the improvements thereon. Lessee will save and hold Lessor harmless from and against any and all loss, cost or expense, including court costs and reasonable attorneys' fees, based on or arising out of claims or liens asserted against the leasehold estate or the right, title and interest of Lessor in the Premises or under the terms of this Lease.
- 16. Lessor Lien. To secure the payment of all rental and other sums of money due and to become due hereunder and the faithful performance of this Lease by Lessee, Lessee hereby gives to Lessor, an express first and prior contract lien and security interest on all property, including fixtures, equipment, chattels, inventory, automobiles and merchandise) which may be placed in the demised Premises by Lessee, and also upon all proceeds of any insurance which may accrue to Lessee by reason of destruction of or damage to the any such property. Such property shall not be removed therefrom without the written consent of Lessor until all arrears in rental and other sums of money then due Lessor hereunder shall first have been paid. All exemption laws are hereby waived in favor of said lien and security interest. Lessee agrees that it will execute a UCC statement covering the above in favor of Lessor, coincidental to execution of this Lease.

17. Default by Lessee.

(a) <u>Default.</u> In the event Lessee (i) fails to pay all or any portion of any sum due from Lessee hereunder as and when such payment is due; (ii) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Lessor; (iii) fails to take actions in accordance with the provisions of written notice from Lessor to remedy Lessee's failure to perform any of the non-monetary terms, covenants.

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Lessor Initial: KLessee Initial:

and conditions of this Lease; (iv) fails to conduct business in the Premises as herein required; (v) commits an act in violation of this Lease which Lessor has previously notified Lessee to cease more than once in any Lease Year; (vi) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Lessee any petition of bankruptcy; takes action or has action taken against Lessee for the appointment of a receiver for all or a portion of Lessee's assets, files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Lessee's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this subsection being deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any guarantor of this Lease); (vii) commits waste to the Premises; or (viii) is otherwise in breach of Lessee's non-monetary obligations hereunder and shall not have cured such default within ten (10) days following written notice from Lessor; then Lessee shall be in default hereunder. If Lessee is in default, then Lessor shall have any and all of the following right: (i) to re-enter and remove all persons and property from the Premises; such property may be stored in a public warehouse, sidewalk or elsewhere at the cost of and for the account and sole risk of Lessee without service of notice or resort to legal process; Lessee hereby indemnifies and holds Lessor harmless from any and all loss or damage which Lessee may incur by reason thereof; (ii) without terminating this Lease, to make such alterations and repairs as may be necessary to relet the Premises, and relet the Premises or any part thereof, as the agent of Lessee, under such terms and conditions as Lessor may deem advisable and Lessee shall pay all costs of such reletting including, but not limited to, the reasonable cost of any such alterations, repairs and physical improvements made to the Premises, reasonable attorneys' fees, and reasonable brokerage commissions and any other costs reasonably associated with reletting the Premises. Upon such reletting all rentals received by Lessor shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Lessee to Lessor: second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future Rent as the same may become due and payable hereunder. Lessee agrees to pay to Lessor monthly during the remainder of the Lease Term, and deficiency that may arise by reason of reletting. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach; (iii) terminate this Lease upon written notice to Lessee and this Lease shall be deemed to have been terminated as of the date set forth in such notice. In addition to any other available remedies, Lessor may recover from Lessee all damages it may incur by reason of such breach and termination, including all arrearages in Rent, costs, charges, Additional Rent, assessments, reimbursements for any free rent or construction allowance paid to Lessee hereunder, the cost of recovering possession of the Premises, reasonable attorney's fees and court costs, plus liquidated damages for failure of Lessee to observe and perform the covenants of this Lease equal to all the Rent and Additional Rent which shall become due for the remainder of the term of this Lease, discounted to present value using a percentage rate equal to three (3) percentage points in excess of the prime rate publicly designated at such time by SunTrust Bank, Atlanta, Georgia, or if Lessor has re-leased the Premises, the deficiency, if any, between Lessee's Rental (and all other charges that otherwise would have become due hereunder) and the rental (less Lessor's costs and expenses including broker's commissions related thereto) obtained by Lessor for the balance of the term remaining under this Lease from any reletting of the Premises, all of which amounts shall be immediately due and payable from Lessee to Lessor. In determining the Rent payable by Lessee subsequent to default, the Rent for the unexpired Term shall be the scheduled charges for Minimum Rent plus average annual Operating Expenses and Commencement Date to the date of default. Upon the acceleration of such amounts, Lessee agrees to pay the same at once, in addition to all Minimum Rent, Percentage Rent, if applicable, 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 Lessee's failure to comply with the terms and provisions of this Lease (Lessor and Lessee agreeing that Lessor's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof).

(b) Rights and Remedies. The various rights and remedies herein granted to Lessor shall be cumulative and in addition to any other rights or remedies which Lessor may be entitled to at law or in equity. The exercise of one or more rights or remedies of Lessor shall not impair Lessor's right to exercise any other right or remedy. In all events, Lessor shall have the right, upon notice to Lessee, to cure any

Lessor Initial: Ky Lessee Initial:

breach by Lessee, at Lessee's sole cost and expense, and Lessee shall reimburse Lessor for such costs and expenses plus fifteen (15%) percent as overhead, immediately upon demand. In the event Lessor institutes dispossessory proceedings or dispossesses or evicts Lessee by summary proceedings or otherwise, Lessor shall have either option to do and perform any one or more of the foregoing; in addition to, and not in limitation of, any remedy or right permitted it by law or in equity or by this Lease. Specifically, without limiting the foregoing, in the even Lessor institutes dispossessory proceedings or dispossesses or evicts Lessee by summary proceedings or otherwise and/or re-enters and takes possession of the Premises, Lessee shall remain liable for all rent (including Minimum Rent, and Additional Rent) and all other charges under the Lease for the remainder of the Lease Term.

- of the application of bankruptcy or similar laws, then Lessee, as a debtor in possession or on behalf of any trustee for Lessee, 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 Lessor. In such event, Lessee or any trustee for Lessee 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 Lessee will promptly compensate Lessor for any actual pecuniary loss to Lessor resulting from Lessee's defaults, including without limitation accrued interest as set forth in Section 3.10 and attorneys' fees as a result of such default, 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 Lessee. 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 payment of Rent reserved hereunder, (2) that any Percentage Rent, if applicable, due hereunder will not decline from the levels anticipated, and (3) that the assumption of this Lease will not breach any provision hereunder.
- 18. Re-entry by Lessor. No re-entry by Lessor or any action brought by Lessor to oust Lessee from the Premises shall operate to terminate this Lease unless Lessor shall give written notice of termination to Lessee, in which event Lessee's liability shall be as herein provided.
- 19. Removal of Fixtures. Lessee may at any time, if not in default hereunder, and shall, if so requested by Lessor at the time of the expiration of this Lease, remove all fixtures and equipment which it has placed in the Premises. Lessee shall repair all damage to the Premises caused by removal.
- 20. Entry for Carding. Lessor may card the Premises "For Rent" ninety (90) days before the termination of this Lease or "For Sale" at any time. At any time during the term of the Lease, Lessor may enter the Premises at reasonable times, to exhibit same to prospective purchasers or tenants.
- 21. Effect of Termination of Lease. No termination of this Lease prior to the normal ending thereto, by lapse of time or otherwise, shall affect Lessor's right to collect any amounts owing by Lessee to Lessor in accordance with the terms hereof.
- 22. Quiet Possession. Lessor warrants that Lessee, on paying the monthly rental installments and other payments provided for hereby and on keeping, observing and performing all other terms, conditions and provisions herein contained on the part of the Lessee to be kept, observed and performed, shall during the full Lease term, peaceably and quietly have, hold and enjoy the Premises for the full term of years in this Lease, subject to the terms, conditions and provisions hereof.
- 23. Surrender of Premises. At termination of this Lease, Lessee shall surrender the Premises and keys thereof to Lessor in the same condition as at commencement of term, damage as a result of insured casualties excepted, normal wear and tear excepted, and neglect or fault on the part of Lessor excepted.
 - 24. Subordination.

- (a) This Lease and all of the rights of Lessee hereunder shall be subject and subordinate to the rights of any successor in title of Lessor or to any Deed to Secure Debt which may now or hereafter affect the Premises. This clause shall be self-operative and no further instrument of subordination shall be required by such successor or such holder of a Deed to Secure Debt. Lessee shall execute promptly any certificate that Lessor may reasonably request to confirm such subordination.
- (b) If Lessor elects to have this Lease superior to any applicable Deed to Secure Debt and its election is signified in some recorded instrument, then this Lease shall be superior to such Deed to Secure Debt, notwithstanding any other provisions hereof.
- (c) Lessee agrees that if it sends any notice to Lessor concerning Lessor's obligations hereunder, Lessee will also send a copy of any such notice to the holder of any Deed to Secure Debt (so long as Lessee has been previously notified in writing of the name and address of such holder) and in the event any notice specifies some default on the part of Lessor, Lessee agrees to afford the holder of any Deed to Secure Debt a reasonable time to effect a cure of such default for and on behalf of Lessor, if the Lessor fails to cure the default. Lessee agrees to execute such documents with respect thereto as may be reasonably required by such holder.
- (d) Within fifteen (15) days after request therefor by Lessor, Lessee agrees to execute and deliver in recordable form, an estoppel certificate to any holder of a Deed to Secure Debt or proposed Deed to Secure Debt or proposed purchaser or to Lessor or to such other party as Lessor may request certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modifications), that there are no defenses or offsets against the enforcement thereof known to Lessee or stating those claimed by Lessee, and stating the date to which rentals and other sums due hereunder are paid. Such certificate shall also include such other information as may be reasonably required or requested by Lessor's Lender. The failure by Lessee to respond to Lessor's request to deliver any such certificate within fifteen (15) days after request therefor shall be deemed to constitute the certification by Lessee that this Lease is in full force and effect and has not been modified except as may be represented by Lessor, that there are no defenses or offsets against the enforcement, and that Lessor is in full and timely compliance with all of its obligations thereunder. If Lessee fails to respond to Lessor's request to deliver such estoppel certificate within said fifteen (15) days Lessee shall and does hereby irrevocably appoint Lessor as Lessee's attorney in fact to execute and deliver such certificate.
- (e) Lessee shall, in the event of a sale of the Shopping Center by Lessor or in the event any proceedings are brought for the foreclosure of or in the event of the exercise of power of sale under any Deed to Secure Debt made by Lessor covering the Premises, attorn to the purchaser at any such sale and recognize the purchaser as Lessor hereunder, provided that Lessee's possession and use of the Premises shall not be disturbed.
- 25. Indemnification. Lessee and Lessor shall and do hereby indemnify and hold the other harmless from and against any and all loss, damage, claim, demand, liability or expense (including court costs and reasonable attorneys' fees), at law or in equity, including, without limitation, any damage or injury to property or person, arising out of, as a result of, or in connection with the willful misconduct or negligence of the indemnitor, whether hereunder or otherwise.
- 26. Lessor's Liability. Upon the sale of the Shopping Center or Premises by Lessor, all obligations of Lessor under this Lease shall terminate. Notwithstanding anything to the contrary contained in this Lease, Lessee agrees and understands that Lessee shall look solely to the estate and Shopping Center of Lessor in the building of which the Premises are a part for the enforcement of any judgment (or other judicial decree) requiring the payment of money by Lessor to Lessee by reason of any default or breach by Lessor in the performance of its obligations under this Lease, it being intended hereby that no other assets of Lessor or of any officers, directors, employees, partners or venturers of Lessor or the entities comprising Lessor shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Lessee in the event of such default or breach.

Lessor Initial: RM Lessee Initial:

- 27. Broker commission and Indemnity. Lessor and Lessee hereby warrant to the other that neither has engaged the services of any broker, agent or finder except as may be disclosed on Exhibit A attached hereto and made a part hereof. Except for commission payable by Lessor to Broker, Lessor and Lessee hereby indemnify and hold each other harmless from any claim, demand, liability, or cause of action for any brokerage commission, fee, or other similar compensation or cost arising out of the acts of the indemnitor in connection with this Lease or the leasehold estate created hereby or any sublease or assignment entered into by Lessee.
- 28. No Estate in Land. This contract shall create the relationship of landlord and tenant between Lessor and Lessee, no estate shall pass out of Lessor, Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except as indicated hereinabove.
- 29. Holding Over. If Lessee remains in possession of the Premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant-at-will with rental payable to Lessor at one hundred and fifty percent (150%) of the rental rate in effect at the end of the Lease, and there shall be no renewal of this Lease by operation of law.
- 30. Rights Cumulative. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law. No right or remedy granted to Lessor or Lessee herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder, or now or hereafter existing at law or in equity or by statute.
- 31. Waiver of Rights. No failure of Lessor or Lessee to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.
- 32. Notices. Any and all notices, elections, demands, requests, and responses thereto permitted or required to be given under this Lease shall be in writing, signed by or on behalf of the party giving the same or by their attorney, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the other party at the address of such other party set forth on Exhibit A attached hereto and made a part hereof, or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith.
 - 33. Time of Essence. Time is of the essence of this Lease.
- 34. Definitions. "Lessor" as used in this Lease shall include Lessor and its heirs, representatives, assigns and (subject to the terms and conditions stated herein) successors in title to Premises. "Lessee" shall include Lessee and its heirs, representatives and successors, and, if this Lease shall be validly assigned or sublet shall include Lessee's assignees or sublessees, as to Premises covered by such assignment or sublease. "Lessor" and "Lessee" shall include male and female, singular and plural, corporation, partnership, or individual, as may be appropriate for the particular parties.
- 35. Hazardous Materials. Lessee agrees that it will not place, hold, or dispose of any Hazardous Material (as hereinafter defined) on, under or at the Premises except in strict compliance with all applicable laws and that it will not use the Premises as a treatment, storage, or disposal (whether permanent or temporary) site for any Hazardous Material. Lessee further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Premises. Lessee hereby agrees to indemnify Lessor against all losses, liabilities, damages, costs (including without limitation, claims asserted or arising under the Comprehensive Environmental Response) Compensation and Liability Act, the Resource Conservation and Recovery Act, any so-called "Superfund"

Lessor Initial: CHLessee Initial:

or "Superlien" law) or any other applicable Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material, which are paid, incurred or suffered by, or asserted against Lessor as a direct or indirect result of:

- (I) any breach by Lessee of the foregoing covenants or
- (ii) to the extent caused or allowed by Lessee or any agent, employee, invitee, or licensee of Lessee, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from, onto, or into the Premises, the atmosphere, or any watercourse, body of water, or groundwater, of a Hazardous Material.

Promptly upon the written request of Lessor from time to time at any time Lessor reasonably suspects the presence of any Hazardous Material at, on, under or within the Premises, having arisen since the Commencement Date and upon presentation of evidence thereof Lessee shall provide Lessor, at Lessee's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to Lessor, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Materials at, upon, under or within the Premises and the potential costs in connection with abatement, cleanup or removal of any Hazardous Materials found on, under, at or with the Premises. In the event of any discharge of Hazardous Materials or the threat of a discharge of any Hazardous Materials on or from the Premises after the Commencement Date, whether or not the same originates or emanates from the Premises or any contiguous real estate, and/or if Lessee shall fail to comply with any of the requirements of the Hazardous Materials Laws, Lessor may at its election after providing Lessee with thirty (30) days prior written notice and opportunity to remedy such discharge or threat of discharge or failure of compliance (provided that if such remedy cannot be effected during such thirty day period due to the nature thereof, Lessee shall have a reasonable time thereafter in which to effect such remedy so long as Lessee commences such remedy during such thirty day period and diligently and in good faith pursues such remedy thereafter), but without the obligation so to do, give such notices and/or cause such work to be performed at the Premises and/or take any and all other actions as Lessor shall deem necessary or advisable in order to abate the discharge of any Hazardous Material after the Commencement Date, remove the Hazardous Material, or cure Lessee's noncompliance, and any amounts paid as a result thereof shall be reimbursed by Lessee to Lessor within fifteen (15) days of written demand therefor accompanied by invoices evidencing such expenses. Notwithstanding anything to the contrary herein, nothing shall give Lessor the right to influence or direct hazardous waste disposal decisions or treatments, such being the sole responsibility of Lessee. Also, notwithstanding any provision in this Lease to the contrary, Lessee may store, utilize and dispose of paint, paint thinners, petroleum products and other chemicals in reasonable supply quantities properly usable in connection only with the storage and servicing of light or heavy machinery on the Premises, so long as such actions do not violate any applicable Federal) State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous wastes, substance or material, as now or at any time hereafter in effect, and such actions shall not give rise to any liability or indemnification under this Paragraph. The provisions of and undertakings and indemnification set out in this Paragraph shall survive the early termination or expiration of this Lease, and shall continue to be the personal liability, obligation and indemnification of Lessee, forever. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other applicable Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

36. Security Deposit. At the time of execution of this Lease, Lessee shall pay to Lessor a security deposit equal to the amount shown on Exhibit A attached hereto and made a part hereof, which will be held as security for the faithful performance of all duties and obligations of Lessee. If Lessee defaults with respect

Lessor Initial: Lessee Initial:

to any provision of this Lease, Lessor may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any sum in default, or for the payment of any amount Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used, Lessee shall, within five (5) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall constitute a default under this Lease.

- 37. Americans With Disabilities Act. Lessor warrants that the Premises, if required by applicable law to do so, will comply with all requirements of the Americans with Disability Act of 1990) 42 U. S. C. Section 12101 et seq.as of the Commencement Date. Lessee agrees, at its sole cost and expense) to promptly comply with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., as amended from time to time (the" Act"), required by changes to the Act or interpretations thereof after the Commencement Date, change in Lessee's specific use of the Premises or changes to the Premises made or requested by Lessee, and to promptly furnish to Lessor copies of all notices received by Lessee from time to time regarding compliance with the Act from any person whatsoever, including, without limitation, disabled persons, governmental agencies or federal or state courts; provided, however, that with regard to the initial construction of the Premises, Lessor shall be responsible for complying with all aspects of Title III of the Act Sections 300-310 (and all rules and regulations promulgated hereunder) applicable to "commercial facilities" (as defined in the ADA)(I) pertaining to the removal of (a) architectural barriers; (b) communication barriers that are structural in nature, or (c) requiring that alterations to the exterior of the Premises be readily accessible to and usable by individuals with disabilities.
- 38. Miscellaneous. Paragraph captions herein are for Lessor's and Lessee's convenience only and neither limit nor amplify the provisions of this Lease. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in such event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision of this Lease that is so illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in form and substance to such illegal, invalid or unenforceable clause or provision as may be possible and as will be legal) valid and enforceable. Georgia law shall govern and control the construction and application of this lease. If Lessor shall incur attorneys' fees and expenses related to the enforcement by Lessor of Lessee's obligations hereunder, Lessee shall, promptly upon demand therefore by Lessor, pay to Lessor the amount of such reasonable expenses and reasonable attorney's fees. (For purposes of the preceding sentence, "reasonable" shall be interpreted without reference to O.C.G.A Section 13-1-11.) This lease constitutes the sole and entire agreement between the parties hereto, and no modification hereof shall be binding unless set forth in writing, signed by all parties hereto and attached hereto.
- 39. Agency Disclosure. Principals of Lessor, Ryan Holzer, Kenneth Holzer and Elliott Kyle, all hold Georgia real estate salesperson licenses.
 - 40. Special Stipulations. See Exhibit C, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties who are individuals have set their hands and seals, and the parties who are corporations have caused this instrument to be duly executed by its proper officers as of the day and year first above written.

LESSOR: Forest Park Investment I, LLC

Signature: Pyan Holzen

Title: Mchager

Date: 12/19/22

LESSEE: Alyson Hamm

Signature: Augumm Hamm

D.O.B.: 12/12/17
Address: 107 Parkyew Drive

Date: 12/19/77

Notary Public

My Commission Expires: 5507 10, 2026

(NOTARIAL STAMP OR SEAL)



EXHIBIT A

Base Rental:

Estimated CAM, Taxes and Ins.

Use of Premises: For an event facility and no other purpose.

Term: 38 months

Security Deposit: \$2,750 - due at Lease execution by Lessee.

Prepaid Rent: \$1,375 - due at Lease execution by Lessee.

Lease Commencement: March 1, 2023

Rent Commencement: May 1, 2023

Brokers: Skyline Seven Real Estate, LLC represents the Lessor and both Lessor and Lessee agree

Skyline Seven Real Estate, LLC is the only Broker involved in this transaction.

Address for Notices:

Lessor:

Forest Park Investment I, LLC

C/O Skyline Seven Real Estate, LLC 800 Mt. Vernon Highway NE, Suite 425

Atlanta, GA 30328

Lessee:

Alyson Hamm

Lessor Initial: RM Lessee Initial

EXHIBIT B

Description of Premises and Shopping Center:

The Premises contains approximately 1,171 square feet, situated in Forest Park, Georgia, 30297, located at 1067 Forest Parkway, Suite A at the Shopping Center.

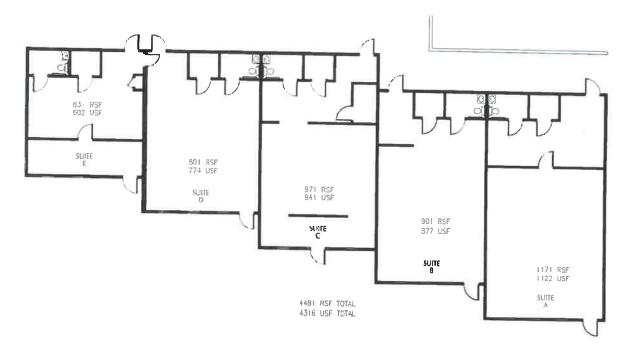


EXHIBIT C

Special Stipulations:

- Lessee shall accept the Premises in as-is condition.
- 2. No sound, music or other noises shall be heard outside of Lessee's Premises. Lessee and its customers shall be mindful of neighboring tenants at all times and in the event Lessee or its customers are disruptive to neighboring tenants or others, or allow noise to travel outside of Lessee's Premises, as determined by Lessor, Lessee shall immediately then be placed in default of this Lease.
- 3. In the event Lessor is unable to deliver the Premises to Lessee on March 1, 2023, Lessor and Lessee agree that Lessee's Lease Commencement shall be delayed by One (1) day for each day Lessor is late delivering the Premises to Lessee.

EXHIBIT C

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- 3. In the event Lessor is unable to deliver the Premises to Lessee on March 1, 2023, Lessor and Lessee agree that Lessee's Lease Commencement shall be delayed by One (1) day for each day Lessor is late delivering the Premises to Lessee.
- 4. Lessee, in addition to its patrons and customers, agrees to not use more than its prorata share of parking and to be conscious of the parking needs of the other tenants at the Property.

Page 15 of 15 Lessor Initial: ___ Lessee Initial: ___

LETTER OF INTENT

Q: In detail, provide a summary of the proposed project in the space provided below. Include the proposed use of each existing or proposed building, and the proposed land use.

A: For the last five years, I have been operating a successful event planning and decorating business called Honey's Sweet Memories LLC, a nod to my late mother. The services I currently offer, generally take place at the client's home or another specified location and range from baby showers to intimate dinner parties. Over the last year, clientele has grown and due to the lift in Covid 19 restrictions, some events were not retained because clients were booking event spaces/halls/venues/studios which provided all-inclusive services. Not having a space of my own to host these celebrations in addition to my other services, would result in higher costs for my clients. I pride myself on maintaining quality service and affordable prices.

This was always a dream for me and my mother, but due to her untimely passing, this was placed on hold, at least for a while. After looking for spaces for months, I was finally contacted by an investment company, Forest Park Investment LLC., with the perfect opportunity to open a small, intimate event studio on the southside of Atlanta, which we have come to terms on. The company also felt it was a great opportunity because of the successful bakery and hair salon located in the adjacent spaces. The idea was for small businesses to have a positive impact on the community and each other, through networking and for businesses to continue to thrive and flourish.

My vision for the proposed space is to hold small "events" such as women's empowerment brunches, professional coaching sessions, baby showers, bridal showers, birthday parties, and other milestone celebrations with a capacity of no more than 50 people. The space would also be used for client meetings, creating décor demos to showcase to my clients, and it provides office and storage space for bookkeeping and inventory. In the space, basic amenities such as tables, chairs, and other inventory items would be provided. Nearly all events would take place Thursday through Sunday with an option to open weekdays for special circumstances, so long as it does not disrupt the surrounding area. Keeping in mind, this space would not always be occupied as some clients may still want to utilize their homes and other spaces to maximize their guest count and I currently work full time for the state.

I have visited the proposed location on several occasions to observe the interior and exterior of the structure, parking availability to include entering and exiting the lot, and surrounding businesses and residencies, and traffic concerns to determine if the property would be a good fit for the end goal. Years ago, the same location suite was also utilized for a small event space and the business owner's concept mirrored my own. I take extreme pride in my business and the name it has made for itself. I have worked extremely hard for this passion and to even get to this point, I hope this request is considered, as I look forward to being a part of Forest Park.

Q: What are the reasons the property cannot be used in accordance with the existing regulations?

A: According to the City of Forest Park, the proposed use of the space is considered a "place of assembly" which does not fall under Sec. 8-8-38. A place of assembly is defined as a room or space containing 50 or more individuals for religious, recreational, educational, political, social or amusement purposes, or for the consumption of food or drink, including all connecting rooms or space with a common means of egress and entrance. This requires a conditional use permit.

Q: How would the proposed use impact on public facilities and services?

A: Public facilities are defined as institutional responses to basic human needs, such as health, education, safety, recreation, and worship. Examples of typical public facilities include churches, hospitals, and police stations.

Overall, any event with a large group of people can of course present a bit of a nuisance to local community services, from traffic congestion and parking nightmares to possible additional noise — for every positive impact, there's bound to be something which affects local life in something of a negative way. For example, intended higher noise levels may require the assistance of local law enforcement, but ultimately, their presence helps control the environment, maintains order, and safety for all.

Q: What environmental impacts would the proposed project have?

A: Environmental impacts are changes in the natural or built environment, resulting directly from an activity, that can have adverse effects on the air, land, water, fish, and wildlife or the inhabitants of the ecosystem. The proposed event studio will not require new construction or additions to the current land or structure. The proposed event studio is not located on or near bodies of water that would cause disruption to any aquatic species or wildlife animals. The proposed event studio will not permit any flammable items or props that could cause smoke or fire damage inside or outside the structure.

Two concerns that could arise are noise and trash/debris concerns because celebrations of any type often include these concerns. The proposed event studio will explicitly state in contracts that noise levels must be kept to a certain degree and minimized by a certain time, indoor/outdoor. Contracts will also hold the client accountable for maintaining accumulated trash and disposal in the dumpster located in the back area of the proposed suite. Additional follow up cleaning inside the structure and the grounds will also occur by venue staff.

Q: Describe the effect the proposed conditional use request will have on the adjacent properties and how it will impact the character of the neighborhood.

A: As stated earlier, the adjacent properties offer services that are beneficial to the needs of the neighborhood as well as the proposed event studio, and vice versa. The businesses have

maintained a great reputation over the years and the proposed event studio will strive to enhance that, as well as for itself. Small events held at independent halls or studios often support other small businesses in the area, for example pubs, local cafés involved in catering and refreshments, as well as hotels, if the event involves an "overnighter" or guests are arriving from out of town. The studio would also be beneficial to host local children's sports club banquets, girl and boy scout events, the list goes on.

Over the last few years, people have had to reshape how they celebrate. Celebrations of any sort are joyous and memorable. People have had to cancel, reschedule, and forego many important, milestone moments. People have also experienced hardships and trauma which have altered their overall mental health; the proposed event studio intends to bring a level of happiness and overall wellbeing to a diverse community and leave each client and guest with a memorable experience, ultimately, enhancing the quality of life. Life is about living and enjoying it to the fullest, while one can.

In a small community, the population isn't large enough to support large convention centers or performing arts and concert venues, which stay in business by selling hundreds of tickets for daily or weekly events throughout the year. Nonetheless, small cities still need spaces for events and gatherings. Multi-use spaces can become a small photography studio on one day, host a business luncheon on the next, and house a variety of other events throughout the week or month.

Ultimately, they bring the entire community together. Because of the variety of events that event studios can facilitate, it's likely that they will be used and valued by residents of all ages and demographics. By bringing small communities together it allows for more interaction and neighborliness among residents.

Finally, there is mainly land across the street from the proposed property but the few buildings that exist, gain access from the next street over running parallel to Forest Parkway. There is a residential area located behind the property. The goal is to be committed to the safety and culture of the neighborhood by respecting the space and controlling any possible traffic or noise concerns. Building trust, builds great relationships.

Q: The proposed conditional use will have the following effect on existing flow of traffic:

A: Based on observations of Forest Parkway during various times of the day, having a proposed event studio would not disrupt the general flow of traffic, keeping in mind that there are unpreventable traffic concerns such as road construction, traffic accidents, or any other delays that would not be a result of event venue guests. Because most "events" would take place on weekends during the early part of the morning/afternoon and the early part of the evening, and not all guests will arrive at the same time which will minimize any disruption. The general flow of traffic appears to be moderately light.

There are (3) entrances to the parking lot of where the event studio will be located and those can also be used for exiting as well. There are also several ways to gain entry to each of these entrances off Forest Parkway.

Q: Are there any proffered conditions you would like to apply to and be made part of this application for conditional use? Yes___X__ No____ Please list any written proffered conditions below.

A: The applicant agrees that if approved, the property will be subject to the following proffered conditions:

Property Use:

- The property shall be used for only the following permitted uses: an event studio to hold a maximum of 50 people or maximum capacity determined by the fire marshal.
- There shall be no outdoor storage of any inventory, vehicles, etc. that would devalue the specific property and area.
- The hours of operation for any use of the property shall be limited to certain end time (12:00-1am) and limiting outdoor noise after (10-11 p.m.) to however the city determines to be fair.
- The property, or any part of it, shall not be used as any other service except an event venue.
- Limiting events under special circumstances on weekdays and operating days of Thursday through Sunday.
- Maintaining communication and an agreement with adjacent business owners regarding parking and guidance under the binding lease.
- No physical improvements unless it is approved by the property owner and the city.

Any development and site plans or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application as follows: (Please include a date or other identifiable information of each piece of material attached)

N/A

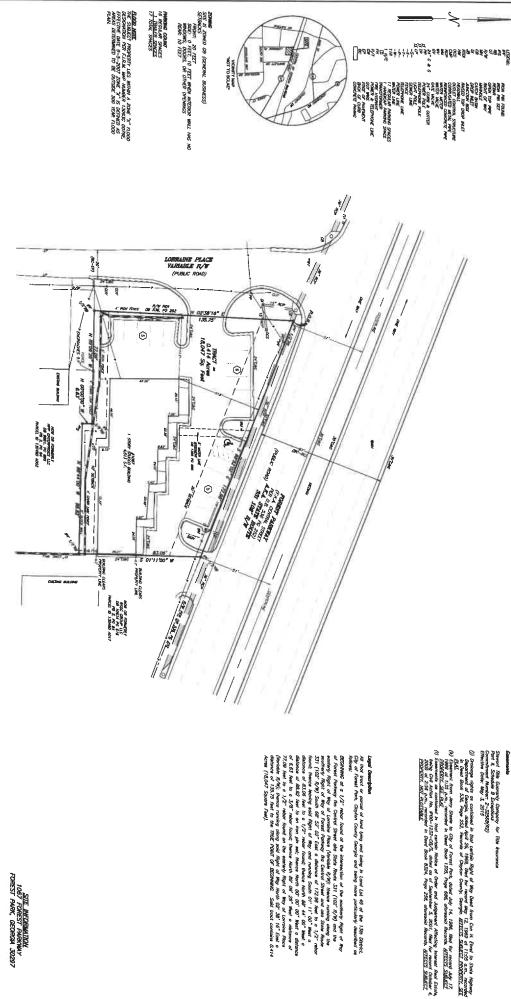
See attached document.

Letter of Intent*

In detail, provide a summary of the proposed project in the space provided below. Include the proposed use of each existing or proposed building, and the proposed land use.
What are the reasons the property cannot be used in accordance with the existing regulations?
How would the proposed use impact on public facilities and services?
What environmental impacts would the proposed project have?
Describe the effect the proposed conditional use request will have on the adjacent properties and how it will impact the character of the neighborhood.

See attached document.

The proposed conditional use will have the following effect on existing flow of traffic:
Are there any proffered conditions you would like to apply to and be made part of this application for conditional use? Yes No
Please list any written proffered conditions below.
Any development and site plans or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application as follows: (Please include a date or other identifiable information of each piece of material attached)



GRAPHIC SCALE - FEET

Legal Description

All that tract or parcel of land Julia and being in Lond Lot 43 of the 13th District.
City of Farest Park, Disylan County Cleangin and being more particularly described on
februars:

BECOMMING of a 1/2" reduce Sound of the intersection of the southerly Right of Rhy of Forest Parising the Carlotted Steep died State Reads 3.11 (102" FlyR) and he searchly Right of the graph of Carlotted Steep died State Reads 3.11 (102" FlyR) and he searchly Right of the graph of Forest (Armstee). The carlotted Steep and an State Reads 2.11 (102" FlyR) State of Armstee Reads 2.11 (102" FlyR) State of State of State of State of 17.22 flees for the place of 17.22 flees for the place of 17.22 flees for 17.2

This is to early! Into this map or fall and the survey on which it is board war made it accords the confidence with the 2011 Minimum Standard Unived Requirements the 2012/CVCV Land Tilly Samps, joinly washedhend and conjust by ALTA and 1925, and included Names 1, 2, 3, 4, 4(4), To(1), To(1), To(1), 1), 1) (a) and 13 of Tolde A thread: The Made ware was completed an indig 12, 2012...

of Tolde A thread: The Made ware was completed and May 12, 2012... HETOP'S CHTHOUTE Jahos Red, LLC o Démois Ambé Ambily company à Sheart Tills Charmly Chapsey:

THE MAP OF PLAY HIS BEEN CALCULATED FOR CLOSURE AND IS FOLKION IN SECULIARY ON FOLKI IN SECULIARY FEET.

Aubrey J. Abia, R.L.S. \$3130 _May 13, 2015_ Date

ALTA/ACSM LAND TITLE SURVEY

SITE INFORMATION 1067 FOREST PARKWAY FOREST PARK, GEORGIA 30297

LAND LET 48

CAPTION CONTROL OF FOREST NAME, 17TH DESTROY

AND 1. Jadeco Road, LLC, o Detambre limited Robility company & Stewart Title Guaranty Company 1067 FOREST PARKWAY



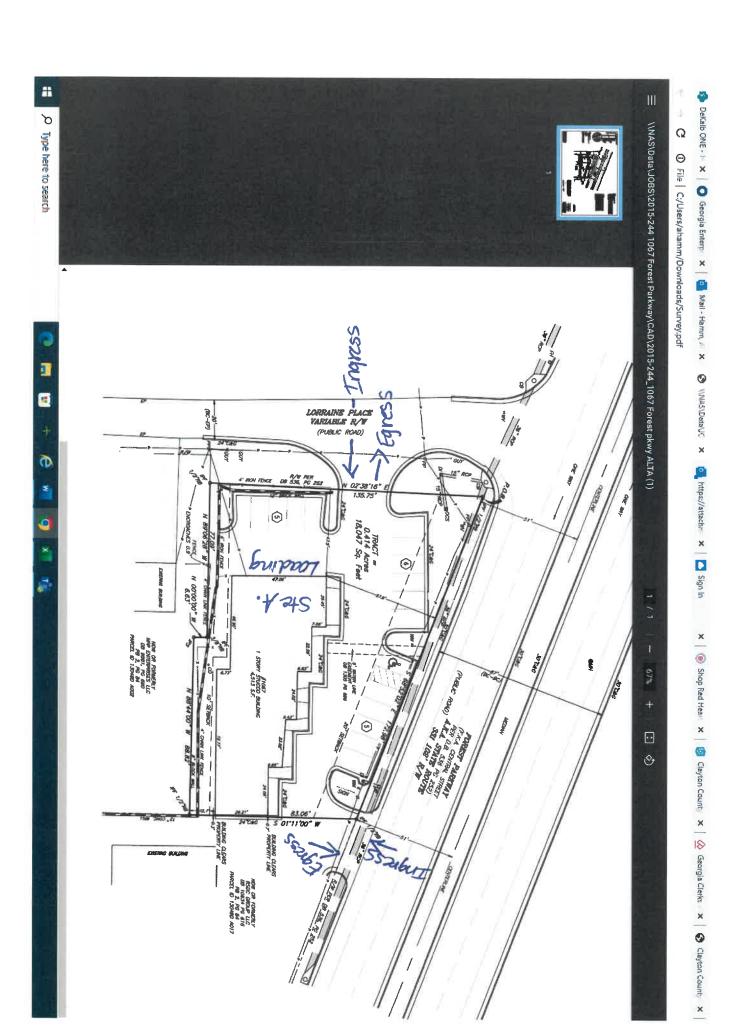
Legal Description

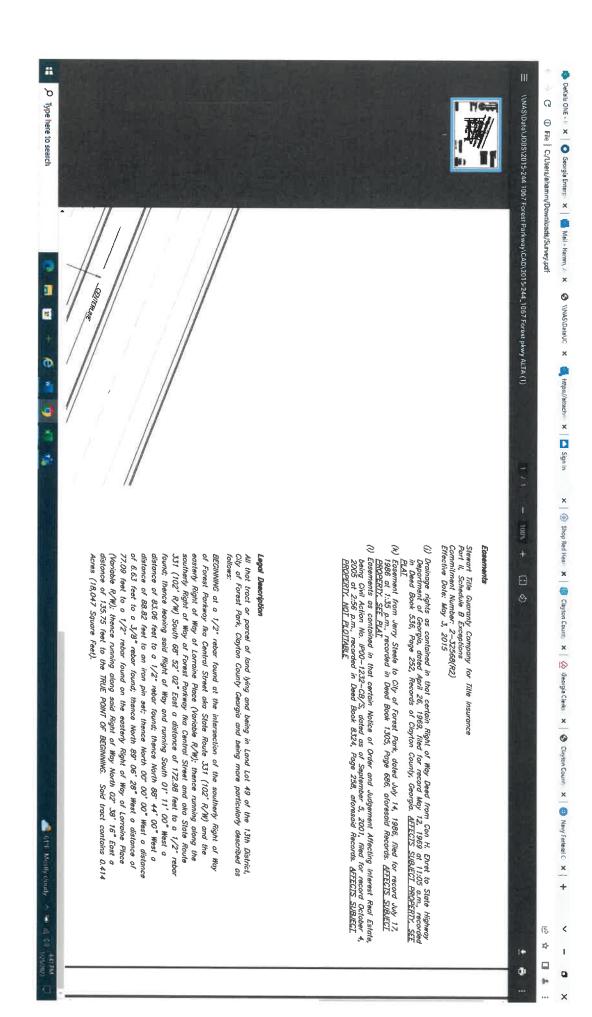
City of Forest Park, Clayton County Georgia and being more particularly described as All that tract or parcel of land lying and being in Land Lot 49 of the 13th District,

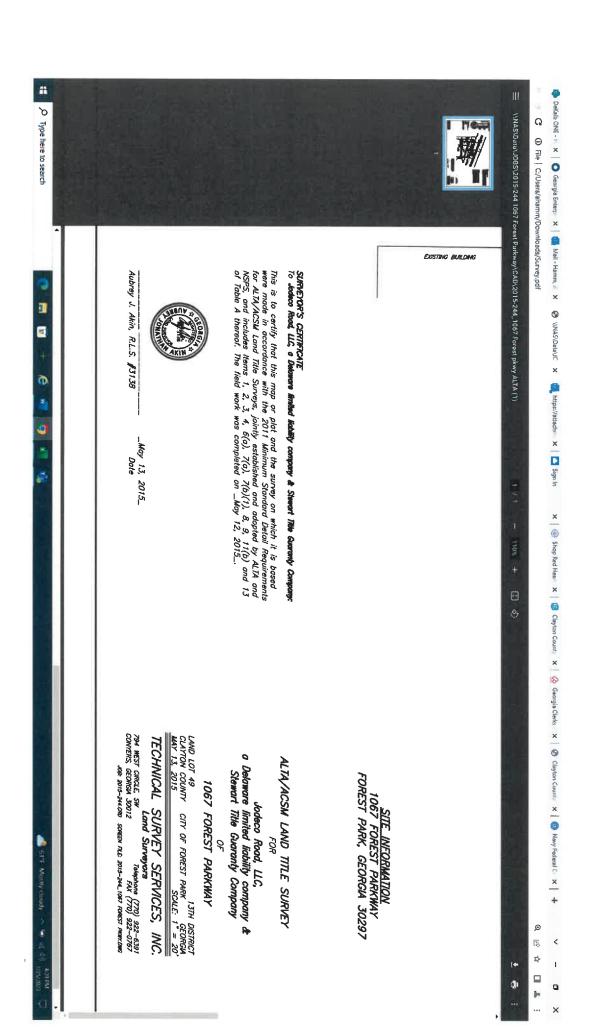
distance of 135.75 feet to the TRUE POINT OF BEGINNING. of 6.63 feet to a 3/8" rebar found; thence North 89° 06' 28" West a distance of distance of 88.82 feet to an iron pin set; thence North 00°00' 00" West a distance distance of 83.06 feet to a 1/2" rebar found; thence North 88" 44' 00" West a 331 (102' R/W) South 68' 52' 02" East a distance of 172.98 feet to a 1/2" rebar southerly Right of Way of Forest Parkway fka Central Street and aka State Route easterly Right of Way of Lorraine Place (Variable R/W); thence running along the of Forest Parkway fka Central Street aka State Route 331 (102' R/W) and the BEGINNING at a 1/2" rebar found at the intersection of the southerly Right of Way Acres (18,047 Square Feet). (Variable R/W); thence running along said Right of Way North 02° 38′ 16″ East a 77.09 feet to a 1/2" rebar found on the easterly Right of Way of Lorraine Place found; thence leaving said Right of Way and running South 01°11′00" West a Said tract contains 0.414

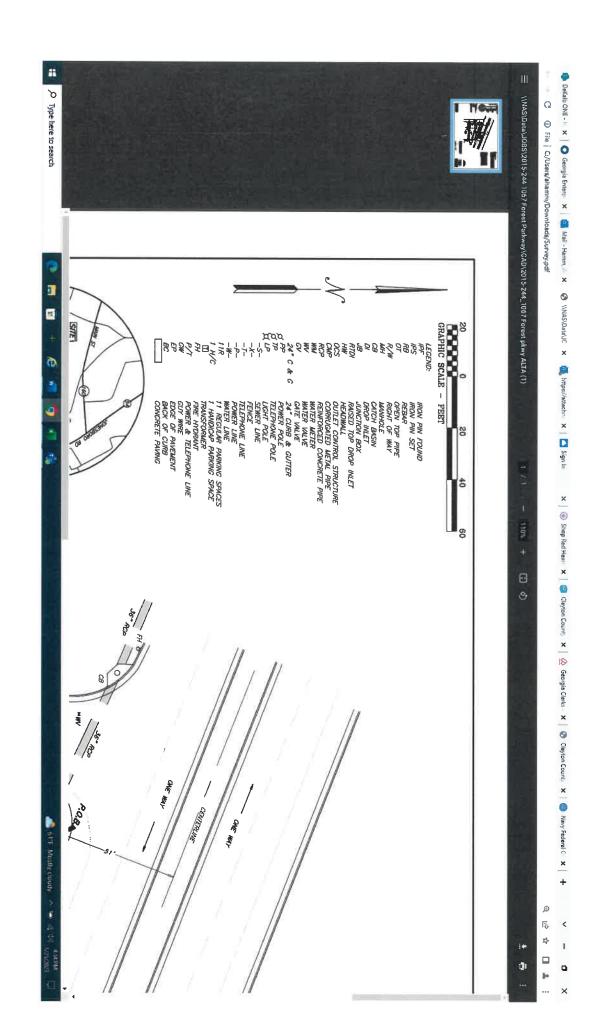
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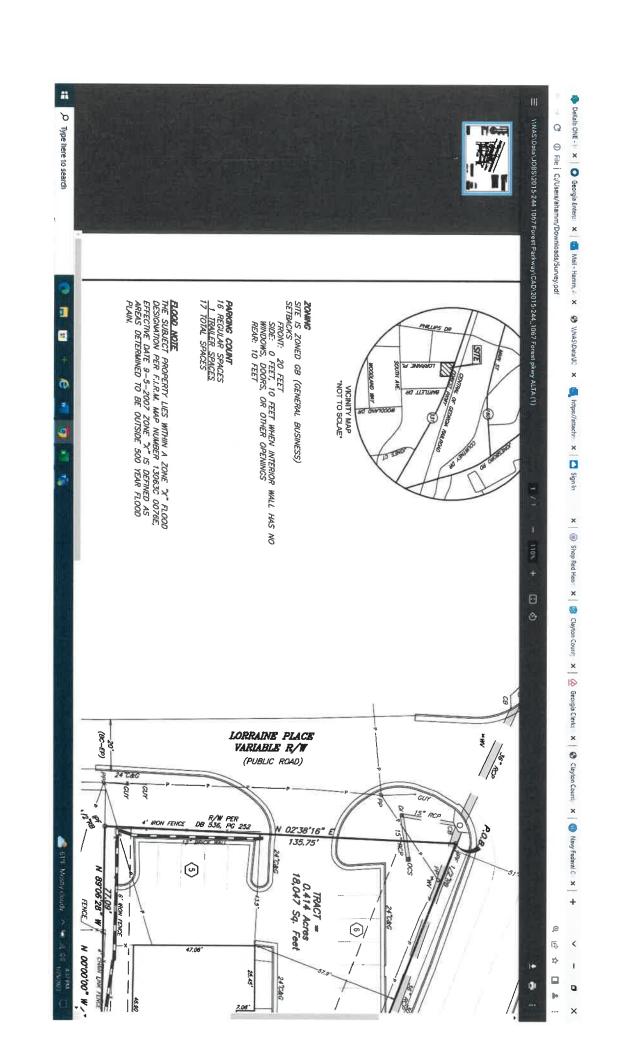
Wind A ...

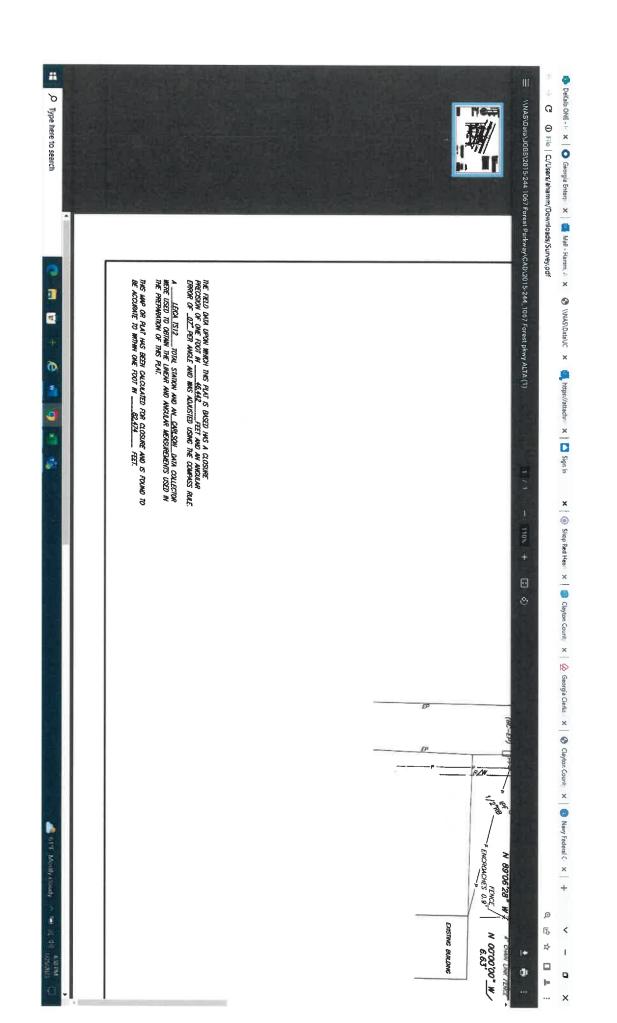






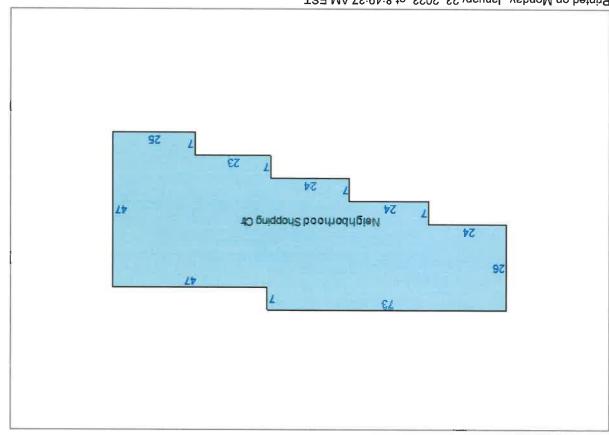






1067 FOREST PKWY

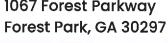
FOREST PARK INVESTMENTS 1 LLC PARID: 13049D A001



Printed on Monday, January 23, 2023, at 8:49:37 AM EST

1067 Forest Parkway

1067 Forest Parkway





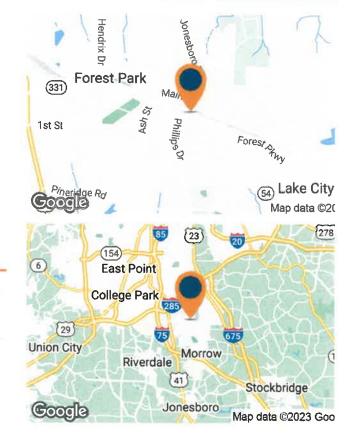


1,171 SF AVAILABLE

Property Highlights

- Great endcap opportunity with plenty of parking
- Strong signage opportunity along Forest Parkway and 17,205 VPD
- Over 146,000 People Living Within 5 miles
- · Only minutes to Hartsfield Jackson International Airport and **Downtown Atlanta**
- Easy, convenient access to I-75, I-85 and I-285

Demographics	1 Mile	3 Miles	5 Miles	
Total Households	3,078	18,454	59,338	
Total Population	8,564	54,506	161,947	
Average HH Income	\$55,201	\$57,388	\$62,656	



Ryan Holzer

404.812.8914 rholzer@skylineseven.com

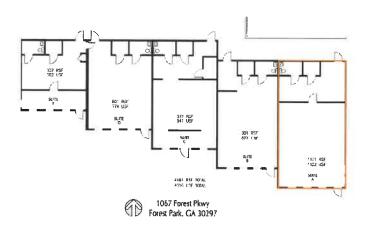


1067 Forest Parkway

1067 Forest Parkway Forest Park, GA 30297

7 7	4,	1	<u></u>
L		Ц	

Unit	Tenant	Size SF
A	AVAILABLE	1,171 🕌
В	Cakes by La'Meeka	901
С	Studio 211	971
D/E	Cakes by La'Meeka	1,439

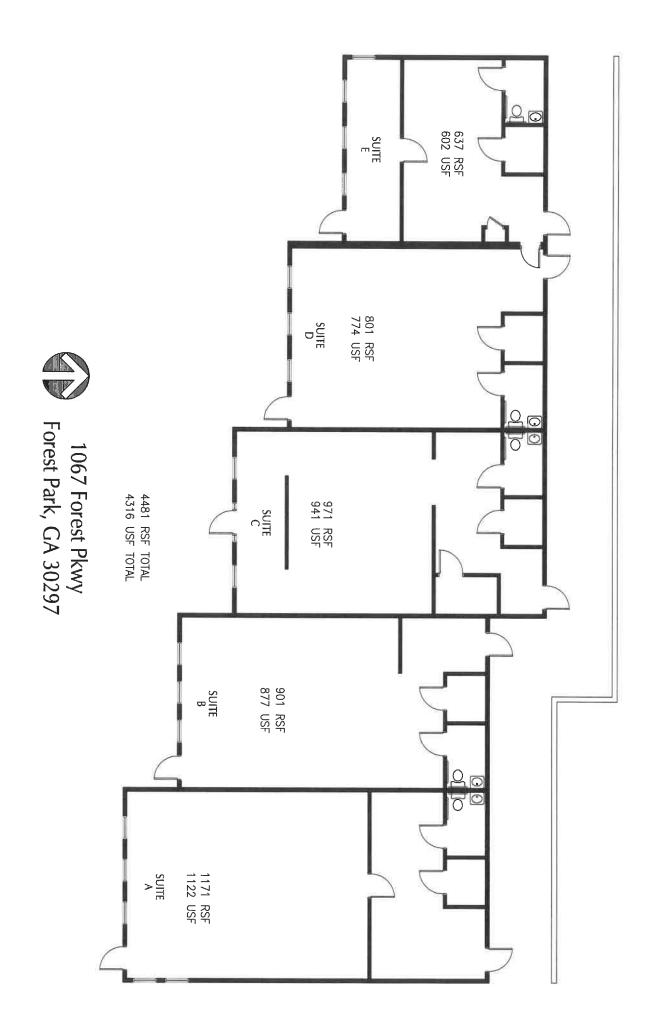




Ryan Holzer

404.812.8914 rholzer@skylineseven.com





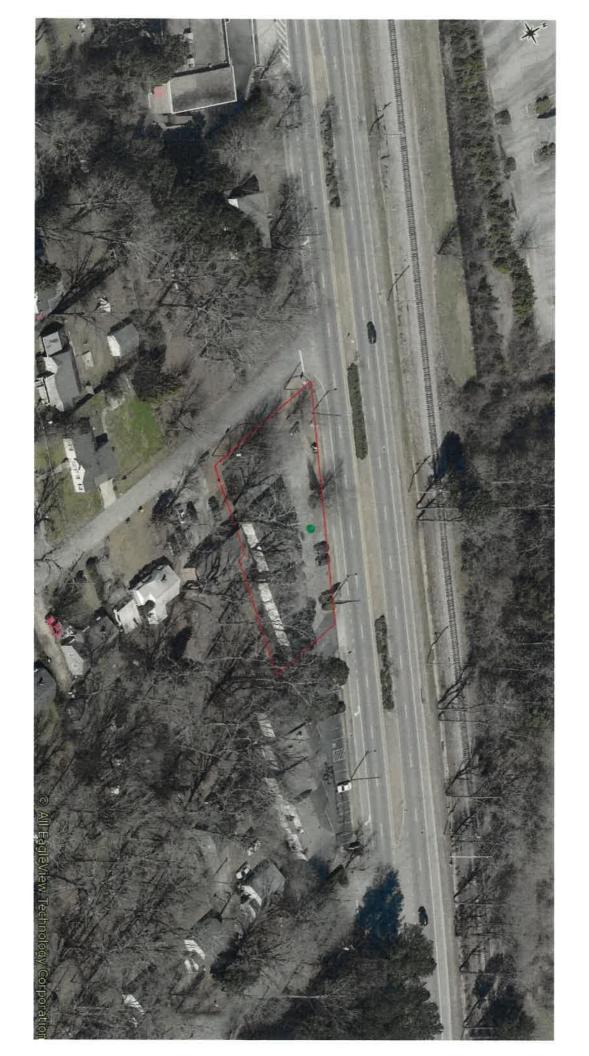












1113 Forest Pkwy



Image capture: Jul 2022 © 2023 Google

 \leftarrow 1067 Forest Pkwy

All

Street View & 360°



Google Maps 1113 Forest Pkwy

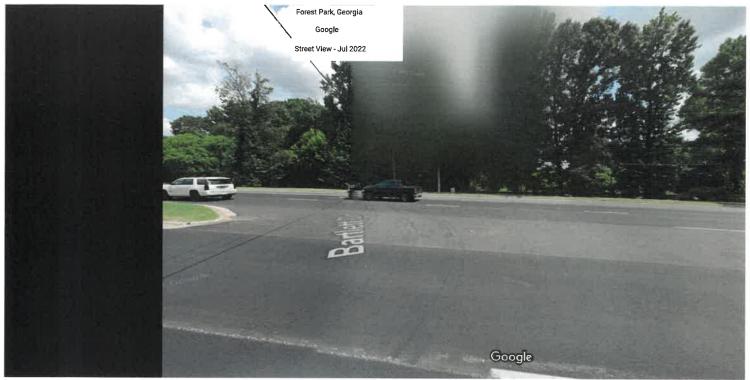


Image capture: Jul 2022 © 2023 Google

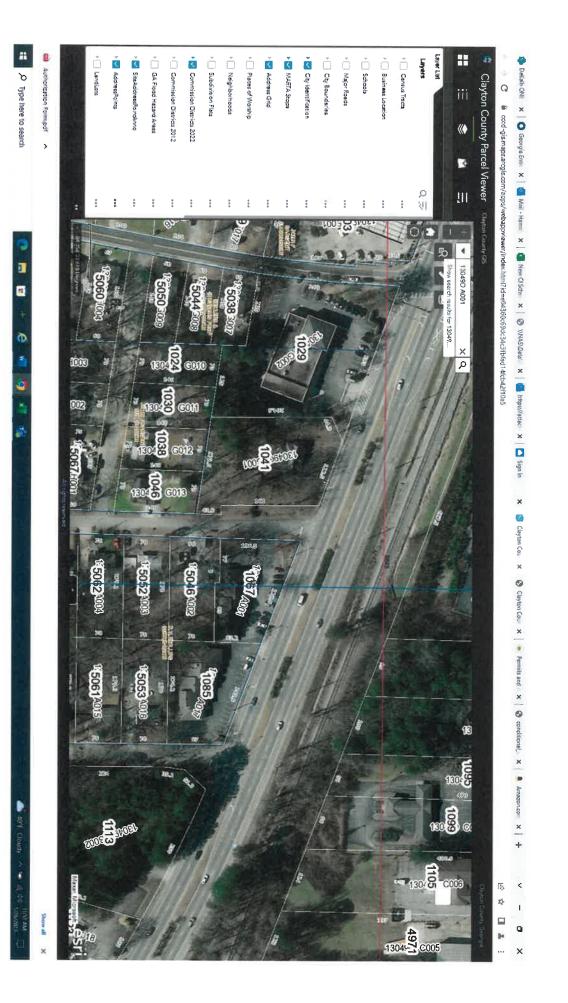
1067 Forest Pkwy

ΑII

Street View & 360°







Sec. 8-8-38. Institutional commercial district (IC).

IC - Institutional Commercial District

District Intent, Permitted Uses, and Conditional Uses *Intent*

The intent of the IC district is to allow a land use category for offices, banks, and personal business services which can serve as a transitional area between residential and commercial districts.

The provisions that regulate this land use district promote appropriate office and institutional uses that are clearly non-conflicting with residential areas.

Residential

Permitted Uses

- Assisted Living/Nursing Care Facility
- Boarding house/group home/personal care home having four (4) or more residents
- Homeless shelter and services

Retail/Business Uses

- Bakeries
- Banks and loan associations
- Barber shop and beauty salon
- Bookstores
- Child and adult day care centers
- Clothing and apparel store
- Convenience stores
- Coin laundry, dry cleaning, and pick up stations
- Day spa and aesthetician
- Dental offices and clinics
- Florist and gift shops
- Fruit, vegetable, meat seafood markets
- Grocery store
- Group day care home
- Hardware store
- Hospitals
- Jewelry store
- Medical offices, clinics, and physical therapy facility
- Museums and art galleries
- Nonprofit fraternal organizations and clubs
- Pharmacy
- Private school K-12
- Professional offices
- Pub and tavern
- Repair shops (watches, radio, television, shoe, etc.)
- Restaurants having no drive though

Created: 2022-10-10 14:07:39 [EST]

Public/Institutional

- Municipal, county, state or federal buildings
- Public school K-12

Conditional Uses

Retail/Business Uses

- Colleges, universities, and vocational technical schools
- Places of assembly
- Places of worship
- Funeral home/mortuary establishments
- Veterinary clinics

(Ord. No. 21-11, § 1(Exh. A), 9-7-2021)

Created: 2022-10-10 14:07:39 [EST]

PARID: 13049D A001

FOREST PARK INVESTMENTS 1 LLC

NBHD: FP 1067 FOREST PKWY

Tax Commissioner Summary

Tax Year

2022

Tax District/Description

3 - FOREST PARK

Alternate ID

1299165

Legacy #

Status

ACTIVE

Parcel Status

Parcel

Deferral

Bank

Exlusion

Years

Status

Exist

PayPlan

Codes

Support

Millage Rate

Total

Active

No

34,4960

Parcel Information

Property Class

C3 - Commercial Lots

Acres

0.4350

Mortgage Company

Exemptions

Most Current Owner (Mailing Address)

Current Owner

Co-

Address 1

Address

Owner

BLDG₁

City State Zip

FOREST PARK INVESTMENTS

1 LLC

5825 GLENRIDGE DR

ATLANTA GA 30328

Digest Owner (January 1)

Owner

Co-

Address 1

Address

City

State Zip

FOREST PARK INVESTMENTS

Owner

5825 GLENRIDGE DR

1 LLC

BLDG₁

ATLANTA GA 30328

Tax (Penalties and Interest Included through Current Date)

Year	Cycle	Billed	Paid	Due
2022	1	5,188.20	-5,188.20	0.00
2021	1	5,225.79	-5,225.79	0.00
2020	1	5,277.39	-5,277.39	0.00
2019	1	4,983.44	-4,983.44	0.00
2018	1	4,983.44	-4,983.44	0.00
2017	1	4,996.74	-4,996.74	0.00
2016	1	3,783.25	-3,783,25	0.00

191				
1/23/23, 8:41 A	M		Clayton County Georgia	
2015	1	4,186.84	-4,186.84	0.00
2014	1	4,485.72	-4,485.72	0.00
2013	1	5,118.11	-5,118.11	0.00
2012	1	5,884.52	-5,884.52	0.00
7	īotal:	54,113.44	-54,113.44	0.00
Values				
Original		100% 376,000	40% 150,400	
Appeal Val	ue	0	0	
Status Flag	I			

376,000

150,400

Total Taxable/Billing Value

PARID: 13049D A001

FOREST PARK INVESTMENTS 1 LLC

NBHD: FP 1067 FOREST PKWY

Land

Year 2022 1 Line Number

Land Type S - SQUARE FOOT Land Code 13 - INTERIOR LOT

Square Feet 18,986 .4359 Acres Road Frontage 92.6

Influence Factor 1

С Zoning

Land Use

Base Lot Value 3

Land Value 56,960

Land Summary

Line Square Effective Acres Land Type Land Code Depth Land Value Frontage Number Feet 1 S - SQUARE FOOT 13 - INTERIOR LOT 18,986 .4359 56,960

PARID: 13049D A001 FOREST PARK INVESTMENTS 1 LLC

NBHD: FP 1067 FOREST PKWY

Commercial Profile

Card 1

Year Built 2007

Effective Year Built

Improvement Name Parkway Walk II

Units

Other Improvements

Other Imp Value

Square Footage 4,478 **Building Value** 438,080 PARIDa 13049D A001 FOREST PARK INVESTMENTS 1 LLC

NBHD: FP 1067 FOREST PKWY

Land

Year 2022 Line Number 1

Land Type S - SQUARE FOOT Land Code 13 - INTERIOR LOT

Square Feet 18,986 Acres .4359 Road Frontage 92.6

Influence Factor 1

Zoning С

Land Use

Base Lot Value 3

Land Value 56,960

Land Summary

Line Number	Land Type	Land Code	Square Feet	Acres	Effective Frontage	Depth	Land Value	
1	S - SQUARE FOOT	13 - INTERIOR LOT	18,986	.4359			56,960	

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SCIAL PR
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lass: Strip Shopping Center
_
Parcel ID: 13049D A001
067 FOREST PKWY

Printed: January 24, 2023

Card: 1 of 1

CLAYTON COUNTY

Situs: 1067 FOREST PKWY	Parcel ID: 13049D A001	Class: Strip Shopping Center
CURRENT OWNER	GENERAL INFORMATION	
FOREST PARK INVESTMENTS 1 LLC 5825 GLENRIDGE DR BLDG 1 ATLANTA GA 30328	Living Units Neighborhood FP Atternate Id 1299165 Vol / Pg 10709/663 District Zoning C	
	Class C3	

NO				Value	26,960
GENERAL INFORMATION	FP 1299165 10709/663 C C3			Influence %	
GENER	Living Units Neighborhood Affernate Id Vol / Pg District Zoning Class	Votes	nation	actors	
	ПС	Property Notes	Land Information	Size Influence Factors	
WNER	FOREST PARK INVESTMENTS 1 LLC 5825 GLENRIDGE DR BLDG 1 ATLANTA GA 30328			Size	18,986
CURRENT OWNER	F PARK INVESTMENTS 5 GLENRIDGE DR BLD ATLANTA GA 30328				RS
Ĭ	FOREST 5825 A			Type	Interior Lot

		4	ssessment Info	rmation		
ince % Value		Assessed	Assessed Appraised	Cost	Income	Market
56,960	Land	0	48,880	57,000	0	0
	Building	0	327,120	438,100	0	0
	Total	0	376,000	495,100	0	0
			Manual O	Manual Override Reason		
	Value Flag OVERRIDE	OVERRIDE	Bas Effectiv	Base Date of Value Effective Date of Value		

06/13/08 2449	Price Purpose % Complete 6,000
2449	6,000
2410	3.000
61 47	
2341	3,000
1891	250,000

Source

Entrance Information

Total Acres: .4359

Entry Code

Date

Minor Changes Minor Changes Minor Changes

5 ₹ % ₽ ₽

01/13/12 04/05/13 08/25/15 03/07/19

	Grantee FOREST PARK INVESTMENTS 1 LLC JODECO ROAD LLC STABILIS FUND II LLC STEELE INVESTMENT GROUP INC STEELE THOMAS JERRY	
	Deed Type Warranty Deed Warranty Deed Quitclaim Warranty Deed	
nership History	Deed Reference Deed Type 10709/663 Warranty De 10387/369 Warranty De 10387/365 Quitclaim 8670/206 Warranty De	
Sales/Owr	Validity Qualified Other Foreclosure Related Qualified	
	Price Type 265,000 Improved Improved 225,000 Improved Vacant Vacant	
のとのなっていていていている	Transfer Date 05/28/15 06/04/13 06/04/13 05/31/06 01/01/86	

Inspection Witnessed By_

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CLAYTON COUNTY

Card: 1 of 1 Class: Strip Shopping Center Parcel ID: 13049D A001

Building Other Features

Meas1 Meas2 # Stops Ident Units Line Type

-/+

+/- Meas1 Meas2 # Stops Ident Units

Printed: January 24, 2023

Situs: 1067 FOREST PKWY

Building Information
Year Built/Eff Year 2007 /
Building #
Structure Type Neighborhood Shop; Identical Units
Total Units
Grade
Covered Parking
Uncovered Parking
DBA Parkway Walk ||

	RCN Rate %Rent Phys Func %Good FUN ECN % Com Use Value/RCNLD	438,080
	unc "Good FUN ECN	88
	Rate %Rent Phys F	11.17 2
nd Valuation	RCN	172,269 497,819 111.17
rshall/Swift Information and Valuation	Base RCN Feat RCN	172,269
arshall/Swift	Base RCN	325,550
N CONTRACTOR OF THE PROPERTY O	Area Perim Height Firs Stories	4,478 341 17 1 1
	Line SC From To Yr Built Eff. Year	1 02 01 01 2007

LineSC From To Sec Occupancy	Pct Special Level	Class Rank Base Rate Ext Pct Walls	Ise Rate	Ext Pct Walls	Rate Heat	Rate Heat Pct Description	Rate Total Rate
1 02 01 01 13 412 - Neighborhood Shoppi	ing Ctr 100	0 2	72.70	72.70 885 100 Stud -Eifs (Synth 19.37 611 100 Package Unit 611 100 Package Unit	19.37 611 611		9.55 111.17 9.55

Value

Area Grade Phy Fun

Qty

Yr Blt Meas1 Meas2

Outbuilding Data
Value Line Type

Area Grade Phy Fun

Qty

Yr Bit Meas1 Meas2

Line Type

CARD
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COMI

Situs: 1067 FOREST PKWY

Parcel ID: 13049D A001

Class: Strip Shopping Center

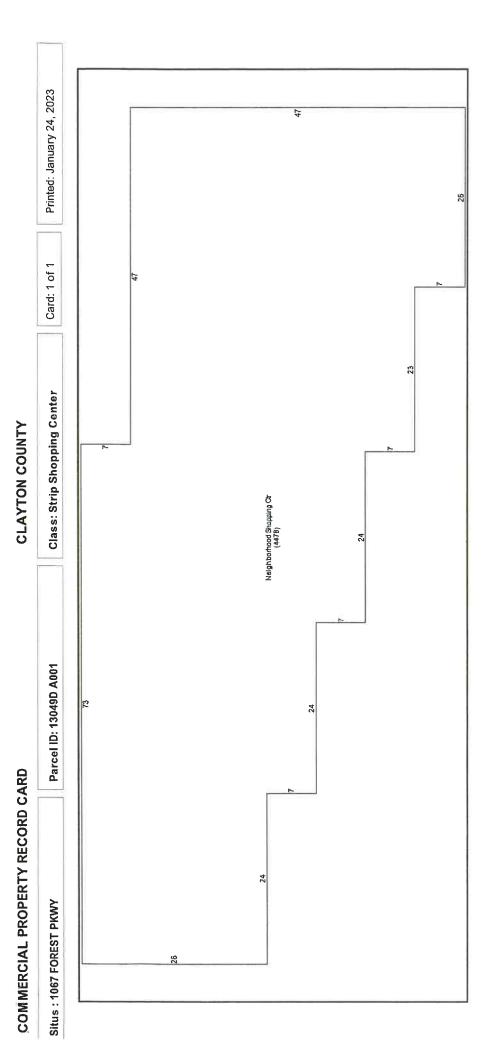
CLAYTON COUNTY

Card: 1 of 1

Printed: January 24, 2023

4,478

Total Gross Rent Area Total Gross Building Area



Addtional Property Photos

Total Area: 4,478

ID Code Description
A Neighborhood Shopping Car 4478 47 24 ∢,

Parking Declaration

My name is Alyson Hamm and owner of Honey's Sweet Memories LLC. I am currently occupying the space with Seven Skylines (Ryan) on the end cap and in the process of obtaining a conditional use permit. The city wanted me to reach out to you regarding any parking concerns you may have.

I plan to host small, intimate parties on the weekends, very, very seldom during the week. I want to make sure that I will not disrupt your business flow or the hair salon, as that is my top priority. I will also ensure that not only my portion of the suites, but yours as well is kept clean and safe.

Could you please list below any parking objections / concerns you may have:

Be mindful if Spaces during Gu - Saturday.	parking and	Sharing Parkeris
Spaces during le	hours of 8:30	on S: OL pm. Tuesday
- Saturday.	1	
	1	
	E.	

Honey Sweet Memories LLC "We Create You Celebrate"

I am asking for your permission to utilize the parking lot during your non-operating hours for Honey Sweet Memories LLC.

If you agree and have no additional objections other than the concerns listed above, please sign below.

Mary Sims.	
Printed Name Lay Signature Studio 211 The Glan Bar	3/11/23 Date
Company Name	
1067 Form Pkny Stute C, Form Paril 64 Company Address	30297

Honey Sweet Memories LLC "We Create You Celebrate"

Parking Declaration

My name is Alyson Hamm and owner of Honey's Sweet Memories LLC. I am currently occupying the space with Seven Skylines (Ryan) on the end cap and in the process of obtaining a conditional use permit. The city wanted me to reach out to you regarding any parking concerns you may have.

I plan to host small, intimate parties on the weekends, very, very seldom during the week. I want to make sure that I will not disrupt your business flow or the hair salon, as that is my top priority. I will also ensure that not only my portion of the suites, but yours as well is kept clean and safe.

Could you please list below any parking objections / concerns you may have:

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Honey Sweet Memories LLC "We Create You Celebrate"

I am asking for your permission to utilize the parking lot during your non-operating hours for Honey Sweet Memories LLC.

If you agree and have no additional objections other than the concerns listed above, please sign below.

Printed Mame

Printed Mame

Anceka Edwards

Signature

Date

Company Name

1067 Forest Park way Ste & Forest Park GA 30297 Company Address



Tyrell Syms <tyrellsyms@gmail.com>

Fw: Form Submission: Contact Form - 03/10/2023 01:02:29 PM

1 message

honeyssweetmemories@yahoo.com <honeyssweetmemories@yahoo.com> Reply-To: "honeyssweetmemories@yahoo.com" <honeyssweetmemories@yahoo.com> To: Tyrell Syms <tyrellsyms@gmail.com>

Sat, Mar 11, 2023 at 7:27 AM

Sent from Yahoo Mail on Android

---- Forwarded Message -----

From: "honeyssweetmemories@yahoo.com" <honeyssweetmemories@yahoo.com>

Sent: Fri. Mar 10, 2023 at 5:38 PM

Subject: Fw: Form Submission: Contact Form - 03/10/2023 01:02:29 PM

Sent from Yahoo Mail on Android

---- Forwarded Message -----

From: "honeyssweetmemories@yahoo.com" < honeyssweetmemories@yahoo.com>

To: "cakesbylameeka@hotmail.com" <cakesbylameeka@hotmail.com>

Sent: Fri, Mar 10, 2023 at 3:30 PM

Subject: Re: Form Submission: Contact Form - 03/10/2023 01:02:29 PM

Now, that's awesome of you and I was going to propose that to you as well.

Also, last thing, I just spoke back with the city and this email may be enough for them, in the event, they ask me to have a letter signed, would you be able to do that as well? I'm hoping this would be sufficient.

e è

Sent from Yahoo Mail on Android

On Fri, Mar 10, 2023 at 3:07 PM, Cakes by LaMeeka <cakesbylameeka@hotmail.com> wrote:

However, if you let me know when you are having a Sunday event, I'll try schedule around it.....

Thank you, La'Meeka Edwards Luxury Wedding Cake Artist www.cakesbylameeka.com 678-576-0409 1067 Forest Parkway Suite B Forest Park, GA 30297 Taste the Experience and Design Your Dream!

On Mar 10, 2023, at 3:04 PM, honeyssweetmemories@yahoo.com wrote:

Thank you so much for this!

I look forward to meeting you as well. I did see you last weekend but you were loading up and didn't want to disturb you.

I will ensure my clients do not park their cars in the front of your suite doors to obstruct the loading process. I am also aware of your delivery truck parking space and will ensure that is preserved as well. I have a plan in place to have someone to supervise/manage parking, noise, and to prevent any other occurrences. Finally, noise is a huge concern for me, as I want to be respectful to you, the other businesses and the surrounding neighborhood.

I appreciate your feedback and look forward to working with you soon.

Warmest regards,

Alyson

Sent from Yahoo Mail on Android

On Fri, Mar 10, 2023 at 2:23 PM, Cakes by LaMeeka <cakesbylameeka@hotmail.com> weote: ,

Hi Alvson!

WELCOME TO THE NEIGHBORHOOD! M & >

Thank you so much for reaching out, I generally see clients on Sundays from 1:00 pm until 7:00 pm occasionally on Saturdays. Most Saturdays we do deliveries so I do ask please don't allow your clients to park in front of any of my suites (We have had many cars towed for parking and blocking the doors). The biggest issue when that space was a venue before was the loud music on Sundays we tried to have tastings. Hope to meet you soon 👺

Thank you, La'Meeka Edwards Luxury Wedding Cake Artist www.cakesbylameeka.com 678-576-0409 1067 Forest Parkway Suite B Forest Park, GA 30297 Taste the Experience and Design Your Dream!

> On Mar 10, 2023, at 2:02 PM, Alyson Hamm <emailsupport@mailbiz1. photobiz.com> wrote:

Cakes by LaMeeka

Form Submission: Contact Form

We have received your message and will contact you shortly

Contact Form

First Name

Alyson 🔍

Last Name

Hamm

Email

honeyssweetmemories@yahoo.com

Phone

4044383318

Event Location

New Tenant at 1067 Forest Parkway Suite A

Event Date

New Tenant

Message

Good afternoon, Lameeka,

My name is Alyson Hamm and owner of Honey's Sweet Memories LLC. I am currently occupying the space with Seven Skylines (Ryan) on the end cap and in the process of obtaining a conditional use permit. The city

wanted me to reach out to you regarding any parking concerns you may have.

I plan to host small, intimate parties on the weekends, very, very seldom during the week. I want to make sure that I will not disrupt your business flow or the hair salon, as that is my top priority. I will also ensure that not only my portion of the suites, but yours as well is kept clean and safe.

If you could provide me with your feedback via email, so that I can present this to the board on 3/16, I would greatly appreciate it.

Thank you for your time.

Best,

Alyson Hamm

Guest Count 40

Cakes By LaMeeka | 678 576 0409 |

Authorization of Property Owner

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:
1067 Forest Parkway, Forest Park, GA
City of Forest Park, Clayton County, Georgia
WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN PURSUIT OF A CONDITIONAL USE OF THE DEVELOPMENT REQUESTED ON THIS PROPERTY.
Name of Applicant: Alyson Hamm
Applicant Address: 107 Parkwiew Drive, Stockbridge, GA
Applicant Phone: 404 - 438 - 3318
Owner Signature Ryan Holzer Owner Name (please print)
Sworn to and subscribed before me
This 26 day of 12 Jan - , 2023. Notary Public
WOTARL COMMISSION OF THE PROPERTY OF THE PROPE

IN WITNESS WHEREOF, the parties who are individuals have set their hands and seals, and the parties who are corporations have caused this instrument to be duly executed by its proper officers as of the day and year first above written.

LESSOR: Forest Park Investment I, LLC

Signature:

Name: Ryan Holzer

Title: Menager

Date: 12/19/22

LESSEE: Alyson Hamm

Signature: Aunom Namm

D.O.B.: 12 13 15

Address: Darkview Drive

Date: 12/19/77

MOTAR EST OF THE PROPERTY OF T

Witness Ryan To Top

Notary Public

My Commission Expires: 5807 10, 2026

(NOTARIAL STAMP OR SEAL)

EXHIBIT C

Special Stipulations:

- 1. Lessee shall accept the Premises in as-is condition.
- 2. No sound, music or other noises shall be heard outside of Lessee's Premises. Lessee and its customers shall be mindful of neighboring tenants at all times and in the event Lessee or its customers are disruptive to neighboring tenants or others, or allow noise to travel outside of Lessee's Premises, as determined by Lessor, Lessee shall immediately then be placed in default of this Lease
- 3. In the event Lessor is unable to deliver the Premises to Lessee on March 1, 2023, Lessor and Lessee agree that Lessee's Lease Commencement shall be delayed by One (1) day for each day Lessor is late delivering the Premises to Lessee.
- 4. Lessee, in addition to its patrons and customers, agrees to not use more than its prorata share of parking and to be conscious of the parking needs of the other tenants at the Property.

Page 15 of 15 Lessor Initial: ___Lessee Initial: ___