



DeKalb County
GEORGIA

DeKalb County Department of Planning & Sustainability

Hon. Michael Thurmond
Chief Executive Officer

Andrew Baker, AICP,
Director

N.5

ZONING BOARD OF APPEALS APPLICATION FOR PUBLIC HEARING
(VARIANCES, SPECIAL EXCEPTIONS, APPEALS OF ADMINISTRATIVE DECISIONS)

BOA No. A-18-1242986

• Applicant and/or Authorized Representative MISRAX WOLDE Suite D
 (Subject Property) Mailing Address: 4583 Rockbridge Road Stone Mountain GA 30083
 City/State/Zip Code: Stone Mountain GA 30083
 Email: MISRAX.wolde16@gmail.com
 Telephone Home: 404.4097245 Business: _____ Home: 903 Wild Circle Clarkston, GA 30021

OWNER OF RECORD OF SUBJECT PROPERTY

Owner: SHAO JON
 Address (Mailing): 8730 ISLES WORTH CT DULUTH GA 30097-6637
 Email: _____
 Telephone Home: 678-596-9856 Business: _____

ADDRESS/LOCATION OF SUBJECT PROPERTY

Address: 4583 rockbridge rd City: Stone^{ain}mount State: GA Zip: 30083
 District(s): _____ Land Lot(s): _____ Block: _____ Parcel: 1801501022
 District(s): _____ Land Lot(s): _____ Block: _____ Parcel: _____
 Zoning Classification: C-1 Commission District & Super District: 427

CIRCLE TYPE OF HEARING REQUESTED:

- VARIANCE (From Development Standards causing undue hardship upon owners of property.)
- SPECIAL EXCEPTIONS (To reduce or waive off-street parking or loading space requirements.)
- OFFICIAL APPEAL OF ADMINISTRATIVE DECISIONS.

TO BE COMPLETED BY PLANNING AND SUSTAINABILITY DEPARTMENT:

Date Received: 10-29-18 Fee Paid: Waived - (WA) 10/21/18

Misrak G Wolde
Owner
4583 Rockbridge Rd.
Stone Mountain ,GA, 30083
(404) 409-7245

November 7, 2018

Dekalb County Georgia
330 W. Ponce De Leon Avenue
Suite 300
Decatur,GA,30030

Fiker Hookah Lounge has been in process to fulfill the requirements for the business to open since 2016. For the past two years we've been paying rent and utilities for the facility from out of pocket. It has been very difficult with maintaining personal life, specially not making any income. I am a single mom who have 4 beautiful kids and my mother who live with me. Having this business is going to give me the freedom to provide and secure the future.

I have been in communication with Armstrong Robert D from plan review since the beginning of this process till now. I have been requested many things to fulfill, second bathroom, ventilation, grease trap and water heater. All of these have cost me \$45,000 and has put me in debt. Everything that was required is complete and have pass the Dekalb County inspection.

I was informed while apply for business license now that I can only get approve for hookah and prepared food. The unfortunate part is that I won't be making income that will support me and my family. My desire for the business is to have the beer and wine license and hookah. Being approve will give me the oppportunity to serve each customer desire and boom my business.

Fiker Hookah Lounge is not open and I'm in desperate place. I have used all of my savings and even have borrowed money from family's and friends. I have dedicated and have gave all I have for this business, and I'm not ready to give up . My children ask me always "mom when are you going to open"? I want to show them that they have a strong and not quitter mom.

Thank You

EPC 777 HOOKAH FIKIR HOOKAH LOUNGE

4583 Rockbridge Rd. Ste D. Stone Mountain, GA 30083 (Next to Webet Mart)



AL-FAKIR HOOKAH FLAVOR

- ORANGE MINT \$12
- DOUBLE APPLE \$12
- BLUE BERRY \$12
- GUM MINT \$12
- STRAWBERRY \$12
- FRESH MINT \$12
- KIWI \$12
- MANGO \$12
- LEMON MINT \$12
- PEACH \$12

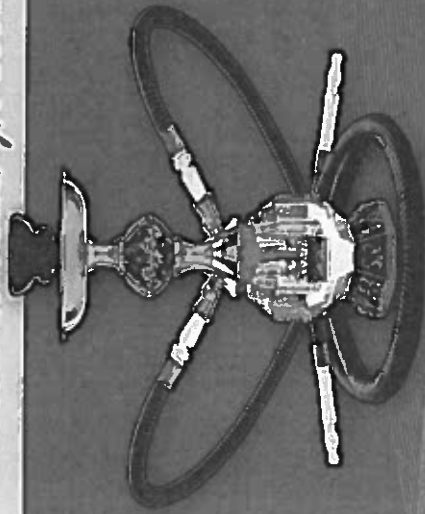
FUMARI HOOKAH FLAVOR

- SPECIAL CHAI \$15
- FRENCH VANILLA \$15
- GUMMY BEAR \$15

STARBUZZ HOOKAH FLAVOR

- BLUE MINT \$15
- MIGHTY FREEZE \$15
- SEX ON THE BEACH \$15
- BLACK ORANGE \$15
- CODE 69 \$15
- IRISH PEACH \$15
- TROPICANA \$15
- SAFARI MELON \$15

REFILL FOR ALL HOOKAH FLAVOR \$10



SANDWICHES

TURKEY SANDWICHES

ROAST TURKEY WITH TOMATOES, ONIONS, AND LETTUCES ON FRESH TOASTED BREAD. \$5.00

ROAST BEEF SANDWICHES

ROAST BEEF WITH TOMATOES, ONIONS, AND LETTUCES ON FRESH TOASTED BREAD. \$5.00

VEGGIE SANDWICHES

MEXICO VEGGIES WITH TOMATOES, ONIONS, AND LETTUCES ON FRESH TOASTED BREAD. \$5.00

TUNA SANDWICH

TUNA WITH TOMATOES, ONIONS, AND LETTUCES ON FRESH TOASTED BREAD. \$5.00

TOMATO FITIT

INJERA MIXED WITH TOMATOES, RED ONION, GARLIC, JALAPENO, OLIVE OIL AND LEMON JUICE. \$5.00

CHICKEN TUNA SALAD SANDWICHES

CHICKEN, RED PEPPER, CELERY, CHOPPED PECANS, SEA SALT, GARLIC POWDER, GROUND MUSTARD, ROSEMARY, AND LEMON. \$6.00

HOT DRINKS OR COLD DRINKS

- BOTTLE WATER \$2.00
- CLUB SODA \$2.00
- COKE \$2.00
- DIET COKE \$2.00
- SPRITE \$2.00
- GINGER \$2.00
- ICE TEA \$4.00
- RED BULL \$5.00
- BOTTLE COCA \$3.50
- BOTTLE FANTA \$3.50
- HOT TEA \$2.50
- REGULAR COFFEE \$2.50
- CAPPAICINO \$2.50
- EXPRESSO \$2.50
- LATTE \$2.50
- MACCHIATO \$2.50

JUICE OR SMOOTHIES

- MANGO SMOOTHIES \$5.00
- STRAWBERRY BANANA SMOOTHIES \$5.00
- BERRY SMOOTHIES \$5.00
- ORANGE JUICE \$3.00
- APPLE JUICE \$3.00
- MIXED FRUIT JUICE \$3.00

Kick Back. Relax and Enjoy the Buzz!

ALCOHOLIC BEVERAGE LICENSE SURVEY - CONSUMPTION ON PREMISES LICENSE

To: DeKalb County, Georgia - Alcohol Licensing
330 W. Ponce De Leon Ave., 2nd Floor
Decatur, Ga. 30031

Date: 8-21-2018

Applicant's Name: MISRAK WOLDE

Trade Name: FEKIR HOOKA LOUNGE

Business Address: 4583 ROCKBRIDGE RD. STE D. STONE MOUNTAIN. GA 30083

BEER AND / WINE (100 YARDS MINIMUM)

- 1. 211 yards: Number of yards to the nearest church or place used primarily for religious services at: 4528 Rockbridge Road, Stone Mountain, GA 30083
- 2. 352 yards_ Number of yards to the nearest school, school grounds, educational facility or college campus; this includes kindergartens, or churches, which have schools or kindergartens, located at: 431 Allgood Rd, Stone Mtn.
- 3. 3510 yards_ Number of yards (must be at least 200 yards for Beer, Wine or Distilled Spirits) to the nearest alcohol treatment center located at: 5829 Memorial Dr, Stone Mountain, GA 30083

LIQUOR (200 YARDS MINIMUM)

- 1. _____ Number of yards to the nearest church or place used primarily for religious services at:
- 2. _____ Number of yards (must be a t least 200 yards) to the nearest alcohol treatment center located at:
- 3. _____ Number of yards to nearest school, school grounds and college campus; this includes kindergartens or churches, which have schools or kindergartens located at:

NOTE: ALL MEASUREMENTS SHALL BE MEASURED BY THE MOST DIRECT ROUTE OF TRAVEL ON THE GROUND (WALKING or DRIVING) AND SHALL BE MEASURED IN THE FOLLOWING MANNER:

- (a). From the front door of the structure from which alcoholic beverage is to be sold or served;
- (b) In a straight line to the nearest public sidewalk, street, highway, road or walkway;
- (c) Along such public sidewalk, street, highway, road or walkway;
- (d) To the front door of the building, unless you are measuring to an educational facility (schools and school grounds). When measuring to a school, the measurement stops at the nearest property line of the school.

Note: Survey drawing showing distance to the businesses described above must be attached to this survey certificate.

The undersigned surveyor has examined the subject location and has made measurements to determine compliance or non-compliance with the above distance requirements.

Signature of Land Surveyor: Charles W. Loveless
No 3030
REGISTERED LAND SURVEYOR
CHARLES W. LOVELESS

3030 State License Number

8/23/18 Date

Stamp this form with your State Seal

** Revised 09-20-05



GEORGIA DEPARTMENT OF PUBLIC HEALTH

J. PATRICK O'NEAL, M.D., COMMISSIONER

FOOD SERVICE PERMIT

10/01/2018

(DATE ISSUED)

FS889480

(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

MISRAK WOLDE

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

FEKIR LOUNGE

located at 4583 ROCKBRIDGE ROAD, SUITE D STONE MOUNTAIN, DEKALB COUNTY, GEORGIA (STREET, HIGHWAY, OR RD) (CITY OR TOWN) (COUNTY) (ZIP CODE)

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

[Signature]

Issuing Official for County Board of Health

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

Permit Expires on June 30 of the Year Printed

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE, made this 1st day of August, 2018, by and between Avala Properties LLC. hereinafter referred to as "Landlord", and Fekir Hookah Lounge; Misrak G Wolde hereinafter referred to as "Tenant".

WITNESSETH :

That in consideration of the rents, covenants, agreements, and conditions hereinafter reserved, made and entered into, the parties agree as follows:

1. **LEASED PREMISES.** Landlord leases, demises and lets to the Tenant, and the Tenant does hereby lease and hire from Landlord that certain property located at 4583D Rockbridge Road, Stone Mountain, Georgia 30083, consisting of approximately 1,000 square feet interior and approximately 100 square feet storefront exterior.

2. **TERM.** The initial term of this Lease is for a period of Ten (10) year(s) commencing on August 1, 2018, and ending at midnight on July 31, 2028.

3. **RENTAL.** Tenant shall pay to Landlord, in legal tender of the United States of America, without any set off or deduction whatsoever (except as otherwise set forth herein), at the office of the Landlord in the building or at such other place as to such agent as Landlord may from time to time designate in writing, on the first day of each month, except for the first prorated month which shall be paid on "Upon Execution of Lease", rental comprised of below:

- a) **Monthly Rent.** Tenant agrees to pay to Landlord as Minimum rent, without notice or demand, the monthly rent due on the first of each month to Landlord at: 8730 Islesworth Ct., Duluth GA 30097 or at such other place designated by written notice from Landlord or Tenant. The monthly rental shall be as follows:

Period	Base Rent Monthly
August 01, 2018 – July 31, 2020	\$1000
August 01, 2020 – July 31, 2021	\$1100
August 01, 2021 – July 31, 2022	\$1200
August 01, 2022 – July 31, 2023	\$1300
August 01, 2023 – July 31, 2024	\$1400
August 01, 2024 – July 31, 2025	\$1500
August 01, 2025 – July 31, 2026	\$1600
August 01, 2026 – July 31, 2027	\$1700
August 01, 2027 – July 31, 2028	\$1800

- b) Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.
- c) Landlord shall pay all costs for the operation of the Common Areas. Tenant shall pay all costs for the maintenance and repair of the leased Premises, including store front decks, stairs, and walkway. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant.
- (i) Tenant shall pay a late charge on any minimum rent, additional rent, and utility payments, equal to 10% of monthly sum, if payment is not made by

the 5th day of the month.. The parties hereby agree that they shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permissible under the laws of the State of Georgia. Shall a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess, if any, shall be applied to any payments then due or thereafter coming due.

- (ii) Tenant shall pay all costs of utilities and services serving the leased Premises. In the event utility services cannot be separated or until such time as they are separated (there being no requirement under this Lease for the Landlord to separate), the Tenant shall pay the Tenants pro rata share of each month's utility bills.
- (iii) Tenant shall ensure that all systems including heating and air conditioning are in good and working order and will provide on-going necessary maintenance.

d) Security Deposit. Landlord acknowledges receipt of \$1000.00 (the "Security Deposit"), The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

4. PERMITTED USES BY TENANT. Tenant represents, covenants and warrants that the leased Premises will be used lawfully for the following purposes and for no other business or purpose, without the written consent of the Landlord, which shall not be unreasonably withheld or delayed: the operation of a "Hookah Lounge" and related business activities.

5. ASSIGNMENT AND SUBLEASE. The Tenant shall not have the right to assign, mortgage, hypothecate or otherwise encumber this Lease or the leasehold interest generated hereby, or any interest therein, or permit the use of the Premises or any part thereof by any person or persons other than the Tenant, or sublet the Premises, or any part thereof, without written approval of Landlord; approval will not be unreasonably withheld. Notwithstanding the foregoing, any assignment or subletting by Tenant as a result of a transfer of a majority of its corporate stock or assets shall not be deemed to be a violation of this paragraph.

6. INDEMNIFICATION

- a) Unless caused by Landlord's negligence, the Tenant shall and will indemnify and save harmless the Landlord and its agents from and against any and all liability, claims, demands, damages, expenses, fees, fines and penalties, suits, proceedings, actions and costs of actions of any kind and nature, including attorney's fees, for injury (including death) to persons or damage to property or property rights;
 - i) occurring in, on or about the Demised Premises or any part thereof, or
 - ii) occurring in, on or about the building or real estate of which the Demised Premises form a part, or any part thereof (including, without limiting the generality of the foregoing, elevators, stairways, passageways or hallways, driveways, ramps, and parking areas); when any such injury or damage shall be caused or result in whole or in part by any act, negligence, or fault of, or omission of any duty by the Tenant, its agents, servants, employees or licensees or invitees, or by any person under the control or direction of the Tenant; and the Tenant shall and will indemnify and save harmless the Landlord as aforesaid for all liability, claims and other items above mentioned, arising or growing out of or connected with any breach, violation, nonperformance, or failure to abide by any covenants, condition, agreement or provision contained in this Lease on the part of the Tenant to be kept, performed, complied with or abided by.

- b) Unless the Landlord is at fault, Landlord or its agents, and each of them, shall not be liable for any damage to property of the Tenant or of others entrusted to employees of the building of which the Demised Premises are a part. The Tenant agrees that all personal property in the Demised Premises shall be at the risk of the Tenant only. Unless at fault, the Landlord and its agents, and each of them, shall not be liable for any injury or damage that may result to any person or any personal property in or upon the Demised Premises or in, upon or about the building and real estate of which said Premises are a part, sustained by the Tenant or other persons, from any cause whatsoever, and without limiting the generality of the foregoing, whether caused by water leakage or dampness of any character or from any source, or caused by gas, fire, oil, electricity, or resulting from fire, explosion, falling plaster, or due to the air conditioning, heating or other plant equipment or appliance used in connection with the building of which the Demised Premises are a part, or elevators becoming out of repair or in defective condition; and the Landlord and its agents, and each of them, shall not be liable for any latent defect in the Demised Premises or in the building of which the Premises form a part; and the Landlord and its agents, and each of them, shall not be liable for any injury or damage to persons or property caused by or resulting from any acts or omissions of any co-tenants or other occupants or users of the building or real estate of which the Demised Premises form a part.

- c) Landlord will indemnify and hold Tenant harmless for any claims, liabilities and damages that Tenant incurs as a result of Landlord's breach of this Agreement of Lease after written notice from Tenant to Landlord.

7. TENANT'S COVENANT TO REPAIR

- a) Tenant shall keep and maintain in good order, condition and normal repair the Demised Premises and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the interior portion of all doors, door checks, windows, plate glass, store front. The plumbing and sewage facilities serving the Demised Premises shall not be used for any purpose other than for which they were

constructed, nor shall Tenant introduce any matter therein which results in blocking said facilities. Tenant hereby agrees to be responsible for any expenses incurred in connection with any breakage, stoppage or damage resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensees or contractors.

- b) Tenant shall keep the Demised Premises and all other parts of the property free from any all liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant, and agrees to bond against or discharge any mechanic's or material men's lien within ten (10) days after written request therefore by Landlord. Tenant shall reimburse Landlord for any and all costs and expenses which may be incurred by Landlord by reason of the filing of any such liens and/or the removal of same, same reimbursement to be made within ten (10) days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses. The failure of Tenant to pay any such amount to Landlord within said ten (10) day period shall carry with it the same consequences as failure to pay any installment of rental.
- c) Tenant, at its own expense, shall install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction thereof and the insurance underwriters insuring the building in which the Demised Premises are located. Tenant further agrees to comply with any and all requirements of the insurance underwriters insuring the Demised Premises.
- d) Tenant shall not make or cause to be made any alterations, additions or improvements to the Demised Premises, or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings or make any changes to the store front, mechanical, electrical or sprinkler systems without the prior written approval of Landlord, which shall not be unreasonably withheld. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought and all such work shall be in conformance with the Dekalb County Building Codes.
- e) All alterations, additions or improvements (except trade fixtures) so made or installed by Tenant shall, (i) when made or installed, at once become part of the realty comprising the Building, (ii) become the property of Landlord, and (iii) remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good condition as they were when installed, reasonable wear and tear and damage due to casualty excepted. Any alteration, addition or improvement to the Demised Premises made by Tenant which has not received the prior written approval of Landlord shall be deemed to be a default under this Lease entitling Landlord, at its option, either to terminate this Lease in accordance with the provisions of Paragraph 15 hereof or to remove the same. In the event the Landlord elects not to exercise either of the foregoing options, Tenant shall, at Landlord's option, surrender the Demised Premises at the time of the expiration or sooner termination of this Lease in the condition existing prior to the making of any such unauthorized alteration, addition or improvement. Further, Tenant shall in any event be responsible for repairing and damage caused to the Common Areas or the facilities serving the same, by virtue of any such unauthorized alteration, addition or improvement installed by or on behalf of Tenant.
- f) Tenant shall be responsible for providing pest and rodent control within the Demised Premises.

8. INSURANCE

- a) Tenant shall, during the entire term hereof, keep in full force and effect a policy for all interior property owned by tenant.
- b) Landlord shall, during the entire term hereof, carry insurance for fire and special extended coverage (as determined by Landlord) insuring the improvements located within the Building including the Demised Premises and all appurtenances thereto (except Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes) for the full insurable value thereof (with deductibles determined solely by Landlord), such insurance coverage to include the improvements provided by Landlord and Tenant.
- c) All Tenant's personal property of every kind and description, including, but not limited to trade fixtures, which may at any time be in the Demised Premises shall be kept at Tenant's sole risk or at the risk of those claiming under Tenant, and Landlord shall not be responsible or liable to Tenant for any damage thereto, including but without limitation, for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of premises adjacent to or connected with the Demised Premises or any part of the building of which the Demised Premises are a part or for any loss or damage resulting to Tenant, its business or property, from burst, overflowing, stopped or leaking water, gas, sewer, or steam pipes, or heating cooling or plumbing fixtures or from electric wires or gas odors or from any other cause whatsoever.
- d) As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned Waiver.

9. LOSSES OF ALL OR A PORTION OF THE DEMISED PREMISES.

If the Demised Premises are partially or totally destroyed by fire or other casualty covered by Landlord's policy of fire and extended coverage insurance, so as to become partially or totally untenable, Landlord shall, to the extent insurance proceeds are payable to Landlord in accordance with the terms of any mortgage or deed of trust covering the property, at its option proceed to rebuilding, repair and restore the destroyed portion of the property and Tenant shall repair, rebuild and restore the Demised Premises as provided in this Paragraph, unless Landlord elects to terminate this Lease by notice in writing to Tenant given within sixty (60) days after such destruction.

If the Property is partially or totally destroyed to the extent that fifty (50%) percent or more of the leasable floor area/a thereof is rendered untenable, without regard to whether the Demised Premises are thereby rendered untenable, then this Lease shall terminate at the option of either the Tenant or the Landlord and Tenant shall surrender possession of the Demised Premises to Landlord.

If Landlord shall undertake to restore, rebuild and repair the Demised Premises or the Property pursuant to this Paragraph, then to the extent of the proceeds of the insurance specified in Paragraph 8 above paid to Landlord, Landlord shall repair, rebuild and restore any damage to the Property in accordance with the initial plans and specifications for the construction of the Demised Premises. If Landlord is required or elects to repair or rebuild the Demised Premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a maimer and to at lease a condition equal to that prior to their damage or destruction.

The rent herein provided shall abate entirely in case the entire Demised Premises are rendered untenable by fire or other casualty and pro rata for the portion rendered untenable, if only a part is rendered untenable, until the same shall be restored to a tenable condition, provided, however, that if Tenant shall fail to adjust its own insurance or to remove its damaged goods, wares, equipment, property or perform its work of restoration of the Demised Premises within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rent due hereunder during the period resulting from such delay, and provided further that there shall be no abatement of rent due hereunder if such fire or other cause, which damages or destroys the Demised Premises, results from the negligence or willful act or omission of Tenant, its agents, employees or contractors, unless Landlord elects to terminate this Lease, which right of termination in such case is hereby reserved to Landlord in addition to all other remedies which Landlord may have; and provided further that if Tenant shall use any part of the Demised Premises for storage during the period of repair, a reasonable charge shall be paid therefore by Tenant to Landlord in the same manner as Minimum Rental due hereunder.

10. EMINENT DOMAIN.

- a) Total Condemnation. In the event that the whole of the Demised Premises shall be taken or condemned for any public or quasipublic use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then the term of this Lease shall cease and terminate as of the date title vests in the condemnor and all rentals and other payments shall be paid up to that date, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.
- b) Partial Condemnation. In the event that less than the whole of the Demised Premises is so taken or condemned, then Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other given at lease thirty (30) days prior to the date title vests in the condemnor, and the term of this Lease shall cease and terminate as of the date title vests in the condemnor and all rentals and other payments shall be paid up to that date. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event that neither party shall elect to so terminate this Lease, Landlord, to the extent of the condemnation award, shall repair and restore the portion not affected by the taking so as to constitute the remaining premises a complete architectural unit. Thereafter, the Minimum Rental to be paid by Tenant shall be adjusted proportionately according to the ratio that the floor area remaining in the Demised Premises bears to the former floor area therein, and all of the other terms of this Lease shall remain in full force and effect.
- c) Award from Condemnation. Tenant shall have no interest in any award resulting from any condemnation or eminent domain or similar proceedings whether such award be for diminution in value to the leasehold or to the fee of the Demised Premises, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as

may be allowed it for loss of business and for Tenant's trade fixtures and personal property which are removable by Tenant at the end of the term of this Lease, provided such award shall be in addition to the award for the taking of the land and buildings (or portion thereof, as the case may be) of which the Demised Premises is a portion.

11. LANDLORD'S RIGHT OF ACCESS. Tenant agrees to permit Landlord or Landlord's agents to inspect and examine the Demised Premises at any reasonable time and to permit Landlord to make such repairs, decorations, alterations, improvements or additions in the Demised Premises, or to the building of which they are a part, as Landlord may deem desirable or necessary for the preservation of the Demised Premises or the building of which they are a part for which Tenant has not covenanted herein to do or which having covenanted, has failed to do, without the same being construed as an eviction of Tenant, in whole or in part by reason of loss or interruption of the business of Tenant because of the prosecution of such work, and the rent due hereunder shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made.

Landlord shall also have the right to enter upon the Demised Premises for a period commencing sixty (60) days prior to the termination of this Lease and all renewals or extensions thereof, for the purposes of exhibiting the same to prospective tenants or purchasers.

12. QUIET ENJOYMENT. Landlord hereby warrants and covenants that it has full authority to execute this Lease, and further agrees that, so long as Tenant pays all rent and other payments provided herein timely and performs all of the covenants, terms, conditions and obligations required of Tenant under this Lease, Tenant shall have, hold and enjoy the Demised Premises during the term hereof.

13. SIGNS AND ADVERTISING. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

14. EASEMENTS. The Landlord shall have the right to grant easements in areas of the Leased Premises for the installation of utilities and cable television provided the use of such easement areas for such purposes does not interfere substantially with the operation of the Tenant's business. The Tenant shall not be entitled to any compensation or abatement of rent for the use of such easement areas.

15. DEFAULT OF TENANT.

- a) Remedies of Landlord for Noncompliance: In the event (i) the rent specified herein is not paid at the time and place when and where due, (ii) the Leased Premises shall be deserted or vacated, (iii) the Tenant shall fail to comply with any term, provision, or condition of this Lease, other than the payment of rent, or any of the rules and regulations now or hereafter established for the government of this Building, (iv) any petition is filed by or against Tenant under any section or chapter of the Bankruptcy Reform Act of 1978 and

all amendments thereto, (v) Tenant shall become insolvent or make a transfer in fraud of creditors, (vi) Tenant shall make an assignment for the benefit of creditors, (vii) Tenant's interest under this Lease is sold under execution or other legal process, (viii) Tenant's interest under this Lease is assigned by operation of law, or (ix) a receiver is appointed for a substantial part of the assets of Tenant; and if Tenant shall not cure any one or more of such defaults, after 15 days of receipt of written notice to the Tenant of such failure to comply, Landlord shall have the option to proceed according to one or more of the following courses of action in addition to any other remedies at law:

- 1) Terminate this Lease in which event Tenant shall immediately surrender the Leased Premises to Landlord, but if Tenant shall fail to do so, Landlord may, without further notice or prejudice to any other remedy Landlord may have for possession or arrearages in rent, enter upon the Leased Premises and expel or remove Tenant and its effects, without being liable to prosecution or any claim for damages therefore, and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Leased Premises, or through decrease in rent, or otherwise; and/or
- 2) Enter the Leased Premises as the agent of the Tenant, without being liable to prosecution or any claim for damages therefore, and relet the Leased Premises as the agent of the Tenant, deficiency that may arise by reason of such reletting on demand at the office of the Landlord; and/or
- 3) As agent of the Tenant, do whatever the Tenant is obligated to do by the provisions of this Lease and may enter the Leased Premises, by force, if necessary, without being liable to prosecution of any claims for damages therefore, in order to accomplish this purpose. The Tenant agrees to reimburse the Landlord immediately upon demand for any expenses which the Landlord may incur in thus effecting compliance with this Lease on behalf of the Tenant, and the Tenant further agrees that the Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of the Landlord or otherwise.

Pursuit by Landlord of any of the foregoing remedies shall not preclude the pursuit of the other remedies herein provided by law. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of said Leased Premises shall be valid unless the same be made in writing and signed by the Landlord. The mention in this Lease of any particular remedy shall not preclude the Landlord from any other remedy the Landlord might have either in law or in equity, nor shall the waiver of or redress for any violation of any covenant or condition in this Lease contained, or any of the rules and regulations set forth herein or hereafter adopted by the Landlord, prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Landlord of rent with knowledge of the breach of any covenant in this Lease contained shall not be deemed a waiver of such breach.

- b) Effect of Termination of Lease. Notermination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall effect Landlord's right to collect rent for the period prior to the termination thereof.

16. ATTORNEY'S FEES. In the event it should become necessary at any time to institute any legal action or proceedings of any nature for the enforcement of this Lease, or any of the

provisions hereof, or to employ an attorney therefore, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees, from the losing party.

17. LANDLORD'S INTEREST NOT SUBJECT TO LIENS. The interest of Landlord in and to the Building and the Demised Premises shall not be subject to liens for improvements contracted for or made by or on behalf of Tenant or parties claiming under or through Tenant. Tenant shall notify any contractor employed by Tenant to do work on or furnish materials to the Demised Premises (or, with Landlord's prior written consent only, other portion of the Building), prior to Tenant's entering into a contract with any such contractor, that Landlord's interest in the Demised Premises and the Building is not subject to a lien for any work done or materials furnished to the Demised Premises or the Building at Tenant's request, and the failure of Tenant to so notify any such contractor shall be deemed a default hereunder.

18. EXHIBITS

The exhibits listed hereunder and attached to this Lease are incorporated and made a part hereof by reference:

EXHIBIT "A" – Special Stipulations

EXHIBIT "B" – Rules and Regulations

19. MISCELLANEOUS.

- a) Entire Agreement. This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.
- b) Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of delay and the period for the performance of such delay. The party entitled to such extension hereunder shall give written notice as soon as possible to the other party hereto of its claim of right to such extension and the reason(s) therefore. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Minimum Rental, percentage rent, additional rent or any other payments required by the terms of this Lease.
- c) Survival. Each term and each agreement, obligation or provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition, all of which shall survive (i) the expiration or termination of this Lease, (ii) any renewals or extensions of this Lease, or (iii) Tenant's right to possession of the Demised Premises.
- d) Number and Gender. Wherever in this Lease the context requires, the singular shall be deemed to include the plural, and the plural the singular, and the neuter gender shall include both masculine and feminine genders. Wherever in this Lease the context requires, the word "person" shall include corporation, firm, entity or association.

- e) Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association what so ever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.
- f) Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of this Lease nor in any way affect this Lease.
- g) Successors. Except as herein otherwise expressly provided, the terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, devisees and assigns of Landlord and Tenant, respectively, provided, however, no rights shall inure to the benefit of the successors or assigns of Tenant unless approved in writing by Landlord.
- h) Notices. Notices are effective when first received or rejected. Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be sent by United States certified mail, return receipt requested, postage prepaid and shall be addressed at the address first above give, or at such other address as Landlord/Tenant may designate by written notice,
- i) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any payment herein required to be paid shall be deemed to be other than an account of the earliest stipulated payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such payment or pursue any other remedy provided in this Lease.
- j) Brokers' Commission. Each of the parties hereto represents and warrants that there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim (including, without limitation, the cost of counsel fees in connection therewith).
- k) Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.
- l) Execution of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Demised Premises, and this Lease shall become effective as a lease only upon the execution and delivery thereof by Landlord and Tenant.
- m) Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby

and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

- n) Liability of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, or if Landlord shall breach any warranty or representation contained in this Lease, and if as a consequence of such default or breach of warranty or representation Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Property, and Landlord shall not be personally liable for any deficiency and such judgment shall not be a lien or claim upon any other asset of Landlord. If Landlord is in default of its obligations hereunder, Tenant shall give written notice to Landlord of the default, setting notice specifying the reason for default, and if said default is not cured within thirty (30) days of the notice, Tenant may cure the default and set off the direct cost of the same from any rent owing to the Landlord.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the date first above written.

WITNESSES: As to Landlord

LANDLORD: Avala Properties LLC.

Print Name: Jon Shao

Signature: Jon Shao Date: 8/9/18

Print Name: Jon Shao

Signature: Jon Shao Date: 8/9/18

WITNESSES: As to Tenant

TENANT:

Print Name: _____

Signature: Misra Nanda Date: 8/9/18

Print Name: _____

Signature: Misra Nanda Date: 8/9/18

EXHIBIT "A"

PINE LAKE PLAZA SHOPPING CENTER

SPECIAL STIPULATIONS

In the event that any of the foregoing printed or typed matters shall conflict with the following Special Stipulations, then in such event the within and following Special Stipulations shall control.

1. Tenant agrees to pay One Thousand Dollars (\$1000.00) per incidence above and beyond the annual cost of the maintenance agreement of the HVAC equipment should the HVAC equipment fail, need replacement, or have other mechanical problems. Landlord will pay all expenses in excess of \$1000.00 per incidence above and beyond the annual cost of the maintenance agreement of the HVAC equipment should the HVAC fail or have other mechanical problems; provided Tenant has an active HVAC maintenance agreement pursuant to the Lease, and provided such repairs/damages were not caused as a result of the negligence of Tenant, its agents, employees or invitees. In the event repair or replacement costs of the HVAC equipment are estimated to be in excess of One Thousand Dollars (\$1000.00) per incidence, Landlord, at its option, may select the contractor to perform the work.

EXHIBIT "B"

PINE LAKE PLAZA SHOPPING CENTER

RULES AND REGULATIONS

1. All loading and unloading of goods shall be done only at such times in the areas and through the entrances reasonably designated for such purposes by Landlord,
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises.
3. Tenant will not utilize any unethical method of business operation nor shall any space in the Premises be used for 'living quarters, whether temporary or permanent.
4. Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery and shall keep all doors and windows securely fastened when not in use.
5. No aerial shall be erected on the roof or exterior walls of the Premises or on the grounds without, in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time without liability to Landlord and the expenses involved in said removal shall be charge to and paid by Tenant upon demand.
6. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
7. Tenant shall maintain the inside of the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures inside the Premises.
8. The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be deposited therein. The expenses of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
9. Tenant shall not burn any trash or garbage of any kind in or about Premises.
10. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeated from the Premises nor shall Tenant vent any cooking fumes or odors into the interior of the Center.
11. The sidewalk, entrances, passages, quarters or halls shall not be obstructed or encumbered by any Tenant or used for any purpose other than ingress or egress to and from the Premises.
12. No sales tables, displays, signs or other articles shall be put in front of or affixed to any' part of the exterior of the Center nor placed in the loading or parking area without the prior written

consent of the Landlord. .

13. Tenant shall not erect or maintain any barricade or scaffolding which may obscure the signs or front entrances of any other tenant in the Center or tend to interfere with any such other tenant's business.

14. Tenant shall not create or maintain, nor allow others to create or maintain, any nuisances, including without limiting the foregoing general language, loud noises, sound effects, bright lights, changing, flashing, flickering or lighting devices or similar devices, smoke or dust, the effect of which will be visible from the exterior of the Premises.

15. Tenant shall not allow the viewing or sale of adult videos, films, books, magazines, novelties, nude dancing, exotic dancing, or lingerie mode ling, products, materials, or associated services.

16. Landlord shall have the right to designate employee and customer parking during the term of this Lease.

17. Landlord reserves the right to waive any rule in any particular instance or as to any particular person or occurrence and further, Landlord reserves the right to amend or rescind any of these rules or make, amend and rescind reasonable new rules to the extent Landlord, in its sole judgment, deems suitable for the safety, care and cleanliness of the Center and the conduct of high standards of merchandising and services therein. Tenant agrees to conform to such new or amended rules upon receiving written notice of the same, as long as new rules are uniformly enforced to all tenants in the Shopping Center.



DeKalb County
GEORGIA

10/22/2018 14:15

INFORMATION - APPLICATION# 933338

Application Type D-MISC
 Application Type Description Miscellaneous Permit
 Primary Applicant MISRAK GIRMA
 Primary Applicant Last Name WOLDE
 Address Location 4583 ROCKBRIDGE RD STE D STONE MOUNTAIN GA 30083-
 Application is Closed.
 Application has been finalized on 7/31/2018 4:13:48 PM.
 Current unpaid amount of \$0.00.

Job Description

Status Dates

Processed 2/21/2017 14:08
 by DWAYNE K BELL
 Issued 5/4/2018 11:06
 by ROBERT D ARMSTRONG
 Final 7/31/2018 16:13
 by CELESTE MAPP
 Temp COO
 by
 COO 7/31/2018 16:13
 by CELESTE MAPP
 Expires

Job Description

Work Type D-ALT
 Work Type Description Alteration to Existing Structure
 Occupancy Type D-BUSN
 Occupancy Type Description Business
 Priority RT33
 Priority Description RETAIL, 5,000 SF OR LESS
 A/P Name FEKIR LOUNGE
 Square Footage 0.00
 # of Plans 0
 # of Pages 0
 Declared Valuation 0.00
 Calculated Valuation 0.00
 Actual Valuation 0.00

*Denied
 business license
 until department
 interpretation finalized.*

*LOE -
 } ventilation
 installed.
 CO'd*

Comments
 ***03-08-18 LOE SUBMITTED...HOURS OF OPERATION MONDAY THRU SUNDAY 1PM
 -12:30AM; *** NAME CHANGE AND CHANGE OF USE (PREVIOUS RETAIL STORE)
 APPLICATION REVISED TO INCLUDE ADDING AN ADA RESTROOM. APPROVED AS A
 LOUNGE WITH SMOKING ON THE PREMISES.

Application Details

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Reviews

(Tab Not Loaded)

Applicants

(Tab Not Loaded)

Logs

Event Log

Log Type	Description	Started	Started By	Stopped By	Total Time	Stopped	Review #	Inspection #	Comments
COMM	C-COMMENT	2/27/2017 12:19		DKBELL	0	2/27/2017 12:19	1	1	APP,PAPERWORK PLACED IN COMM INTAKE BOX
COMM	C-COMMENT	3/20/2017 09:44		AJKING	0	3/20/2017 09:44	1	1	App contacted per revisions; folder @ PU
D-RSUB	D-RESUBMITTAL OF PLANS	4/3/2017 14:46		DWILLS	0		1	1	CUSTOMER SUBMITTED LETTER OF ENTERTAINMENT & 3 SET OF PLANS FORWARD TO SANDRA WEAVER
COMM	C-COMMENT	4/25/2017 09:18		WSTEMP7	0	4/25/2017 09:18	1	1	routed to Bob Stepanek
COMM	C-COMMENT	5/12/2017 16:09		SZWEAVER	0	5/12/2017 16:09	1	1	Met with customer twice Emailed comments to customer.
COMM	C-COMMENT	5/12/2017 16:09		SZWEAVER	0	5/12/2017 16:09	1	1	Met with customer twice Emailed comments to customer. Folder in pick up area. Plans in folder
COMM	C-COMMENT	5/15/2017 08:36		AJKING	0	5/15/2017 08:36	1	1	filed @ PU
COMM	C-COMMENT	6/1/2017 10:58		SZWEAVER	0	6/1/2017 10:58	1	1	6-1-17 Waiting on resubmittal 5-1-17. Met with applicant to explain required plans needed for submittal. Waiting on response from applicant. RDA
COMM	C-COMMENT	6/13/2017 14:05		SZWEAVER	0	6/13/2017 14:06	1	1	Met with Ms. Wolde and Cynhia Prince Reiterated requirement for LOE, conversation with DWM regarding Sewr Capacity and fees, Conversation with Business License regarding alcohol license and need for kitchen.
D-RSUB	D-RESUBMITTAL OF PLANS	8/15/2017 14:18		DKBELL	0	8/15/2017 14:18	1	1	APP,PAPERWORK AND PLANS PLACED IN COMM INTAKE FOLDER. CUSTOMER STATED THAT THERE IS NO COOKING, SINK IS ONLY TO WASH HOOKAHS
COMM	C-COMMENT	8/16/2017 08:49		SGORDON	0		1	1	8/16/17 Forwarded folder with plans to Sandra. Copy of plans to FOG. SG
COMM	C-COMMENT	8/17/2017 14:46		THOLMES	0	8/17/2017 14:46	1	1	ROUTED TO BOB STEPANEK
COMM	C-COMMENT	8/29/2017 14:50		BSTEPANEK	0	8/29/2017 14:50	1	1	Water & Wastewater plan review failed. *NAME CHANGE AND CHANGE OF USE (PREVIOUS RETAIL STORE) * SEWER CAPACITY EVALUATION IS REQUIRED. ***Plans routed to TIFFANY HOLMES.***
D-PKUP	D- PICKUP	12/7/2017 15:18		TMJOHNSON	0	12/7/2017 15:18	1	1	Misrak Wolde picked up the disapproved plans (per R. Armstrong)
D-RSUB	D-RESUBMITTAL OF PLANS	3/8/2018 13:52		CMAPP	0		1	1	(2) RESUBMITTALS PLACED IN COMM INTAKE BOX. LOE SUBMITTED WITH HOURS OF OPERATION MONDAY THRU SUNDAY 1PM -12:30AM, WITH ALCHOL SERVED NO LATER THAN 12:30AM
COMM	C-COMMENT	3/9/2018 12:52		MAMILLER	0	3/9/2018 12:52	1	1	resubmittal plans to SW for review MM
COMM	C-COMMENT	3/9/2018 12:52		MAMILLER	0	3/9/2018 12:52	1	1	resubmittal rolled plans and folder to SW for review MM
COMM	C-COMMENT	3/12/2018 14:12		RDARMSTRONG	0		1	1	3-12-18 Disapproved 1111 sf A-2 Hooka lounge New restroom is not ADA compliant. rda. Disapproved plans/folder at pick up. Applicant notified. RDA
D-PKUP	D- PICKUP	3/29/2018 15:47		DWILLS	0		1	1	FAILED PLANS P/U BY SETH D
COMM	C-COMMENT	4/9/2018 09:34		KSHIMABUKURO	0	4/9/2018 09:34	1	1	plans to robert.
COMM	C-COMMENT	4/12/2018 08:50		RDARMSTRONG	0		1	1	4-12-18. Approved pending water sewer approval. Plans/folder in plan review room. RDA
COMM	C-COMMENT	5/4/2018 11:07		RDARMSTRONG	0		1	1	5-4-18. APPROVED RETAIL SMOKING LOUNGE SEE OLE Plans/folder to p u. Applicant notified
D-PKUP	D- PICKUP			DKBELL	0		1	1	

		5/15/2018 09:47				5/15/2018 09:47			CONTRACTOR ADDED, PERMIT & PLANS PICKED UP BY KIN K MAN, ID VERIFIED
COMM	C-COMMENT	6/13/2018 15:31	JCCOLBERT	JCCOLBERT	0	6/13/2018 15:31	1	1	FOG WAS BYPASSED ON THIS PROJECT SO A FOG REVIEW WAS ADDED AND A FOG EVALUATION FEE OF \$125 ADDED
D-RSUB	D-RESUBMITTAL OF PLANS	6/18/2018 16:58	DKBELL		0		1	1	[PLANS RESUBMITTED. PLACED IN COMM INTAKE BOX
SENTTO	DOCUMENT SENT TO	6/19/2018 09:23	CBAGBY		0		1	1	ROUTE APPROVED JOB COPY TO WSD FOR FOG REVIEW PER NOTES BY JCCOLBERT.
COMM	C-COMMENT	6/19/2018 11:11	THOLMES		0		1	1	ROUTED TO BOB STEPANEK
COMM	C-COMMENT	6/22/2018 09:03	BSTEPANEK		0		1	1	FOG - 55 gpm / 100 pounds metal corrosion resistant grease trap **** PLANS ROUTED TO TIFFANY HOLMES.
COMM	C-COMMENT	6/28/2018 08:13	THOLMES		0		1	1	ROUTED TO 2ND FLOOR
COMM	C-COMMENT	6/29/2018 14:08	RDARMSTRONG		0		1	1	Job copy approved by FOG received. Plans in roll folder to p.u. Applicant notified.
COMM	C-COMMENT	7/26/2018 10:29	JCCOLBERT	JCCOLBERT	0	7/26/2018 10:29	1	1	\$250 FOG FEE DUE

Status Log

Changed On Milestone Application Status Changed By System Generated Comments

7/31/2018 16:13	Complete	Closed	CMAPP	true
7/31/2018 16:13	Issue CO	Issued	CMAPP	true
7/31/2018 16:13	Prior to Final	Issued	CMAPP	true
6/29/2018 14:05	Inspections	Issued	RDARMSTRONG	true
	Issue Permit	Open		

Inspections

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Fees

(Tab Not Loaded)

Conditions

(Tab Not Loaded)

Required Licenses

(Tab Not Loaded)

Valuations

(Tab Not Loaded)

Related Records

(Tab Not Loaded)

Bonds

(Tab Not Loaded)

Sites

(Tab Not Loaded)

Model Homes

(Tab Not Loaded)

Employees

(Tab Not Loaded)

Attachments

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DIVISION 2. - CLEAN INDOOR AIR¹⁴¹

Footnotes:

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Editor's note— Ord. No. 41-02, Pt. I, adopted Dec. 19, 2002, deleted former Ch. 16, Art. VI, Div. 2, in its entirety and enacted new provisions as Ch. 16, Art. VI, Div. 2, as herein set out. Former Ch. 16, Art. VI, Div. 2, §§ 16-100—16-106, pertained to smoking in public places and derived from Ord. No. 92-32, § 1, adopted Nov. 10, 1992.

Cross reference— Smoking prohibited in certain areas of airport, § 6-52; smoking in vehicles for hire, § 15-391; MARTA passengers prohibited from smoking, § 16-47.

Sec. 16-100. - Title.

This division shall be known, cited, and referred to as the DeKalb County Smoke-Free Air Ordinance.

(Ord. No. 41-02, Pt. I, 12-19-02 ; [Ord. No. 12-17, Pt. I, 10-23-12](#))

Sec. 16-101. - Findings and purpose.

- (a) The DeKalb County Board of Commissioners does hereby find that:
- (1) Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing secondhand smoke is a cause of disease in healthy non-smokers, including heart disease, stroke, respiratory disease, and lung cancer.
 - (2) Secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive disease. Children exposed to secondhand smoke have an increased risk of asthma, respiratory infections, sudden infant death syndrome, developmental abnormalities, and cancer.
- (b) Accordingly, the DeKalb County Board of Commissioners finds and declares that the purposes of this division are:
- (1) To protect the public health and welfare by prohibiting smoking in public places and public and private places of employment; and
 - (2) To guarantee the right of non-smokers to breathe smoke-free air; and
 - (3) To recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

(Ord. No. 41-02, Pt. I, 12-19-02)

Sec. 16-102. - Definitions.

Words or phrases not defined in this division, but defined in applicable state law or the Code of DeKalb County, as Revised 1988, shall be given that meaning. All other words or phrases shall be given their common ordinary meaning unless the context requires otherwise. The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them below except where the text clearly indicates a different meaning:

Child care facility means any institution, society, agency, or facility, whether incorporated or not, which either primarily or incidentally provides full-time care for children under seventeen (17) years of age outside of their own homes, subject to such exceptions as may be provided in rules and regulations of the State Board of Human Resources, as defined by O.C.G.A. § 49-5-3, as amended.

Common area means only those outdoor areas of apartments, condominiums, townhomes, residential subdivisions, rooming houses, retirement facilities, nursing homes, personal care homes, and other multi-unit residential property that are either commonly used or owned by its residents and intended for the common enjoyment of its residents, or accessible to residents of more than one (1) dwelling located on the property. Common areas include, but are not limited to, outdoor recreational areas within a development, and common open space that is the central organizing feature of a development.

Dining area means an interior or exterior (such as porch, patio or courtyard) area containing a counter or tables upon which food is served.

E-cigarette means any electronic oral device, such as one composed of a heating element, battery, and/or electronic circuit, that creates a vapor of nicotine and simulates smoking. This term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, or under any other product name or descriptive name.

Employee means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit.

Employer means any person who employs the services of an individual person.

Enclosed means closed in by a roof and at least three (3) sides with appropriate openings for ingress and egress. It includes areas commonly described as public lobbies or lobbies when they are in an area that is enclosed as defined herein.

Establishment means any business, store, office or other place where goods or services are sold or provided as part of a commercial venture. The term "establishment" includes but is not limited to the following:

- (1) Automobile dealerships, furniture or other showrooms for the display of merchandise offered for sale;
- (2) Grocery, pharmacy, specialty, department and other stores which sell goods or merchandise;
- (3) Service stations, stores or shops for the repair or maintenance of appliances, shoes, motor vehicles or other items or products;
- (4) Barbershops, beauty shops, cleaners, laundromats and other establishments offering services to the general public;
- (5) Video arcade, pool hall, and other amusement centers;
- (6) Offices providing professional services such as legal, medical, dental, engineering, and architectural services;
- (7) Banks, savings and loan offices, and other financial establishments;
- (8) Hotels and motels and other places that provide accommodations to the public; and
- (9) Restaurants and cafeterias.

Freestanding bar means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and which derives at least fifty (50) percent of its total annual gross food and beverage sales from the sale of beverages, including but not limited to taverns, nightclubs, cocktail lounges, and cabarets.

Health care facility means any licensed general or specialized hospital, institutional infirmary, public health center, or diagnostic and treatment center, as defined by O.C.G.A. § 31-7-1(2), as amended.

Intermediate care (nursing) home means any long-term custodial care facility that provides for the physical and mental welfare of the aged.

Outdoor recreational public place means any outdoor area of a place to which the public is invited or in which the public is permitted that is used, or intended for use, as a recreational area, regardless of any fee or age requirement. The term "outdoor recreational public place" includes but is not limited to, parks, picnic areas, playgrounds, athletic or sports fields, golf courses, walking paths, gardens, hiking trails, bike paths, horseback riding trails, swimming pool facilities, aquatic areas, water parks, skateboard parks, amusement parks, stadiums, amphitheaters, beaches, lakes, and outdoor areas of roller- and ice-skating rinks, concert venues, sports pavilions, gymnasiums, health spas, boxing arenas, bingo facilities, video arcades, pool halls, bowling facilities, amusement centers, and theaters.

Personal care home means a residential facility having at least twenty-five (25) beds and providing, for compensation, protective care and oversight of ambulatory, nonrelated persons who need a monitored environment but who do not have injuries or disabilities which require chronic or convalescent care, including medical, nursing, or intermediate care. Personal care homes include those facilities which monitor daily residents' functioning and location, have the capability for crisis intervention, and provide supervision in areas of nutrition, medication, and provision of transient medical care. Such term does not include old age residences which are devoted to independent living units with kitchen facilities in which residents have the option of preparing and serving some or all of their own meals, or boarding facilities which do not provide personal care. Personal care homes shall also mean residential care facilities for the elderly.

Place of employment means any enclosed area under the control of a public or private employer which employees frequent during the course of employment including, but not limited to, work areas, restrooms, hallways, employee lounges, cafeterias and snack bars, conference and meeting rooms, lobbies and reception areas. A private residence is not a place of employment unless it is used as a childcare facility, an adult day care facility, or a health care facility. The dining area of a restaurant shall be treated as a place of employment under this division.

Playground means any outdoor area that is used or designed to be used by children for recreation, including areas containing play or sports equipment or designated or landscaped for play or sports activities if such outdoor area is located in a common area, or on public or private elementary or secondary school grounds, or on property owned, leased, or operated by DeKalb County. A playground in the outdoor area of a private residence is not a playground regulated by this division.

Public place means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to, restaurants, stores, waiting rooms, lobbies, reception areas, hallways, concession areas, public transit, restrooms, shopping malls, elevators, service lines, service stations, offices providing professional services, banks and other financial institutions, educational, recreational and health care facilities, childcare facilities, auditoriums, enclosed facilities in outdoor recreational public places, theaters, arenas, meeting rooms, repair shops, automobile dealerships, convention halls, and polling places. Porches, courtyards or decks with a contiguous connection to a public place shall be considered a public place. A private residence is not a public place unless it is used as a childcare facility, an adult daycare facility or a health care facility.

Restaurant means any establishment or area which is primarily devoted to the serving of food to the public or guests and which contains a dining area. The term "restaurant" shall not include a cocktail lounge or tavern if said cocktail lounge or tavern is a freestanding bar area as previously defined. The term "restaurant" shall include any dining area located within a health care, educational, or childcare facility. Food courts within enclosed shopping malls shall be treated as restaurants under this division.

Retail tobacco store means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Service line means any indoor or outdoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, e-cigarette, oral smoking device, or pipe, or any other lighted or heated tobacco intended for inhalation, in any manner or in any form.

(Ord. No. 41-02, Pt. I, 12-19-02 ; [Ord. No. 12-17, Pt. I, 10-23-12](#))

Sec. 16-103. - Prohibited smoking.

Except as allowed in this division, smoking is prohibited in all public places, outdoor recreational public places, common areas, and places of employment.

(Ord. No. 41-02, Pt. I, 12-19-02 ; [Ord. No. 12-17, Pt. I, 10-23-12](#))

Sec. 16-104. - Prohibition of smoking applicable to county property.

Smoking shall be prohibited in all common areas, public places, places of employment, outdoor recreational public places, parking lots, and vehicles owned, leased, or operated by DeKalb County.

(Ord. No. 41-02, Pt. I, 12-19-02 ; [Ord. No. 12-17, Pt. I, 10-23-12](#))

Sec. 16-105. - Reasonable distance.

(a) Smoking shall be prohibited within:

- (1) Twenty (20) feet of any outside entrance, operable window, or ventilation system of a common area, public place, place of employment, or outdoor recreational public place;
- (2) Twenty (20) feet of outdoor seating or serving areas of restaurants; or
- (3) Twenty (20) feet of any service line.

(b) Smoking shall be allowed in the parking lot(s) of a common area, public place, place of employment, or outdoor recreational public place owned, leased or operated by anyone other than DeKalb County, except in the following situations:

- (1) Smoking in such parking lot(s) is prohibited if it occurs in an area of the parking lot that is within twenty (20) feet of any outside entrance, operable window or ventilation system of a common area, public place, place of employment, or outdoor recreational public place.
- (2) Smoking is prohibited in the parking lot(s) of a common area, public place, place of employment, or outdoor recreational public place if the owner, operator, manager, employer, or other person who controls the common area, public place, place of employment or outdoor recreational public place has posted in the parking lot(s) "No Smoking" signs that comply with the requirements of this division.

(Ord. No. 41-02, Pt. I, 12-19-02 ; [Ord. No. 12-17, Pt. I, 10-23-12](#))

Sec. 16-106. - Exceptions.

(a) The smoking prohibition shall not apply in the following areas:

- (1) "Freestanding bar" areas;
- (2) Retail tobacco stores;
- (3) Adult entertainment establishments, as defined by this Code;
- (4) Private residences, including private residences which may serve as an office workplace, except if used as a childcare, an adult day care or a health care facility;
- (5) Any property owned or leased by municipalities, the State of Georgia, or the federal government;

- (6) Designated smoking rooms in hotels and motels rented by guests provided that such designated smoking rooms shall not comprise more than twenty-five (25) percent of the total number of rooms available for rent; and
 - (7) Outdoor areas of places of employment, except where an owner or employer declares that the outdoor area is a smokefree environment, as provided in this division.
- (b) Notwithstanding any other provision of this division, any owner, operator, manager or other person who controls any establishment described in this division may declare that the entire establishment is a non-smoking establishment.

(Ord. No. 41-02, Pt. I, 12-19-02)

Sec. 16-107. - Employers' responsibility.

- (a) It is the responsibility of employers to provide a smoke-free workplace for all employees of public places, and places of employment but employers are not required to make expenditures or structural changes to create a smoke free work area.
- (b) Each employer having an enclosed place of employment located within unincorporated DeKalb County is encouraged to adopt, implement, make known and maintain a written smoking policy that incorporates the smoking prohibitions of this division.
- (c) The written smoking policy should be provided to all employees.

(Ord. No. 41-02, Pt. I, 12-19-02)

Sec. 16-108. - Posting of signs and notification.

- (a) At every entrance to every place where smoking is prohibited by this division, "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted by the owner, operator, manager, employer or other person having control of such building or area.
- (b) In every area where smoking is prohibited by this division, all ashtrays shall be removed by the owner, operator, manager, employer or other person having control of the area.
- (c) A copy of the DeKalb County Smoke-Free Air Ordinance shall be given to each applicant for a DeKalb County business license.

(Ord. No. 41-02, Pt. I, 12-19-02 ; [Ord. No. 12-17, Pt. I, 10-23-12](#))

Sec. 16-109. - Enforcement.

- (a) Any police officer, as defined by Georgia law, may issue a citation for any violation of this division.
- (b) Any citizen who desires to register a complaint under this division may initiate enforcement with the chief of police or designee.
- (c) Any owner, operator or manager of any establishment regulated by this division shall inform persons whom they witness violate this division of the appropriate provisions, and request compliance. In the event persons violating this division refuse to comply with this division after being informed by such owner, operator, or manager, the person smoking, and not the owner, operator, or manager, shall be subject to an action for violation of this division.

(Ord. No. 41-02, Pt. I, 12-19-02)

Sec. 16-110. - Nonretaliation.

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee, applicant for employment, or customer because such employee, applicant, or customer exercises any right to a smoke-free environment as afforded by this division.

(Ord. No. 41-02, Pt. I, 12-19-02)

Sec. 16-111. - Violations and penalties.

Any person who violates any provision of this division shall be subject to the following penalties:

- (1) A fine not exceeding fifty dollars (\$50.00) for a first violation;
- (2) A fine not exceeding seventy-five dollars (\$75.00) for a second violation of this division within one (1) year; and
- (3) A fine not exceeding one hundred dollars (\$100.00) for each additional violation of this division within one (1) year.

(Ord. No. 41-02, Pt. I, 12-19-02)

Sec. 16-112. - Other applicable laws and disclaimer.

This division shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws. By regulating smoking the county is assuming an undertaking only to promote the general health and welfare of its citizens. By this enactment, neither the county, its officers nor its employees are liable in money damages to any person who claims that any breach of this division caused injury.

(Ord. No. 41-02, Pt. I, 12-19-02)

Secs. 16-113—16-199. - Reserved.

Planning and Sustainability Department
Public Reminder Notice
May 4, 2018

Recently there has been an increase in the number of Hookah establishments throughout DeKalb and Metro Atlanta.

This is a reminder of the County's Clean Indoor Air ordinance, Chapter 16 Article VI, which prohibits the smoking of tobacco in all enclosed places that are open to the public. The ordinance specifically includes "restaurants" as a type of establishment where smoking is prohibited. However, the ordinance exempts "freestanding bars" and "retail tobacco stores" so the smoking of tobacco is allowed in these types of establishments. For the purposes of this ordinance:

- A *restaurant* is defined in Code Section 16-102 as any establishment or area which is primarily devoted to the serving of food to the public or guests and which contains a dining area"
- A "*retail tobacco store*" is defined in Section 16-102 as a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental. For the purposes of this code, the department allows either on site or off site consumption.
- A "*freestanding bar*" is defined in Section 16-102 as an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises.

Please visit the Business License Office at 330 W. Ponce de Leon Avenue, 2nd Floor, Decatur, to validate that your license reflects your current business operation and that you are in compliance with the County's Clean Indoor Air Ordinance. It is anticipated that enforcement of the ordinance will occur in upcoming weeks. Violations of this ordinance can result in the issuance of citations, suspension and/or revocation of licenses.

Please consult the DeKalb Clean Air Ordinance for the specific requirements and compliance. The ordinance is posted on the Planning & Sustainability Department's Website at: <https://www.dekalbcountyga.gov/planning-and-sustainability>