

CITY OF ROSWELL LICENSE FOR LAND USE

The City of Roswell, Georgia (hereinafter "Roswell"), a Georgia municipal corporation, hereby grants to Party Chic by Kelly Kakes dba Roswell Provisions, owned by Lorry Kemp and Kelly Smith-Blacha, hereinafter "Provisions", a License For Land Use upon and pursuant to the following terms and conditions:

1. Provisions occupies and operates premises located at 955 Canton Street, Roswell, Georgia 30075 (hereinafter "Premises"). The Premises abut and front on public right-of-way (a sidewalk and street) owned by Roswell.
2. Provisions desires to place and maintain a picnic table and benches that will encroach upon Roswell's right-of-way by being placed upon the public sidewalk abutting Provisions, approximately in the position depicted upon the drawing attached hereto as Exhibit "A."
3. Roswell, acting through an approval made by Mayor and Council at a Council meeting held on Monday, April 14, 2014, hereby grants to Provisions a license for land use to place and maintain the picnic table and benches or chairs on the public sidewalk abutting Provisions, approximately in the position depicted upon the drawing attached hereto as Exhibit "A," subject to all of the following provisions of this license for land use.
4. Provisions acknowledges that it has not paid any consideration for this license for land use, and further acknowledges that this license for land use is not intended to, nor does it, create any estate in land or easement of any kind in favor of Provisions or any successor in interest to or transferor from Provisions.
5. This license for land use may not be transferred from Provisions to any other party without the express approval of Mayor and Council of the City of Roswell in the same manner in which this original license for land use was granted by Mayor and Council.
6. This license is granted only for the purpose herein stated, which has been approved by the Community Development Department of the City of Roswell. This license does not permit any alteration, expansion or material change to the use or structure from that depicted on the drawing attached hereto as Exhibit "A."
7. Should any future use, alteration or closure of Roswell's right-of-way, in Roswell's sole discretion, require that picnic table and benches or chairs depicted on the drawing attached hereto as Exhibit "A" be removed, this license shall be terminated upon 30 days written notice by Roswell sent to Provisions at the Premises address set out above.
8. Provisions shall place and maintain the picnic table and benches or chairs depicted on the drawing attached hereto as Exhibit "A" solely at its own expense.
9. At all times, Provisions agrees to maintain the picnic table and benches and chairs to allow at least 5 feet of unobstructed sidewalk space between the picnic table and benches or chairs and its Premises to comply with the

requirements of the Americans With Disabilities (ADA) Act. If Provisions fails to maintain the required ADA access, Roswell has the right to withdraw this License for Land Use upon written notice to Provisions. Should Roswell revoke this License for Land Use pursuant to this paragraph, Provisions shall have two days to remove said picnic table and benches or chairs from the public right of way.

10. Mayor and Council expressly delegate to the Director of Community Development or to his or her designee, responsibility to administer this License for Land Use.

Granted this 14th day of April, 2014.

Jere Wood
Mayor, City of Roswell