MAYOR
Richard E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

CITY OF AUBURN
MAYOR and CITY COUNCIL
November 12, 2026
6:00 PM
Council Business Meeting
1 Auburn Way
Auburn, GA 30011

INVOCATION

COUNCIL REPORTS AND ANNOUNCEMENTS

CITIZENS COMMENTS ON AGENDA ITEMS

PUBLIC HEARING

1. Transfer Alcohol License 1612 Atlanta Hwy– Jack Wilson

NEW BUSINESS

1) Consent Agenda

a) Council Business Meeting Minutes for September 10, 2026
b) Council Executive Session Minutes for September 24, 2026
c) Council Workshop Meeting Minutes for September 24, 2026
d) Council Executive Session Minutes for October 8, 2026
e) Council Business Meeting Minutes for October 8, 2026
f) Council Workshop Meeting Minutes for October 22, 2026
g) Water Rate Update

2) Voting Items

a) Transfer Alcohol License 1612 Atlanta Hwy - Jack Wilson
b) Gwinnett County IGA---Shackelford Park – Michael Parks
c) Main Street MOU Renewal – Michael Parks

CITIZEN COMMENTS

ADJOURN

Agenda subject to change prior to meeting

MAYOR
Richard E. Roquemore

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CITY COUNCIL
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AGENDA ITEM: 1

TO: Mayor and Council

FROM: Jack Wilson
City Attorney

DATE: October 22, 2026

PURPOSE: To consider the transfer of an existing alcohol license for package sales of distilled spirits.

BACKGROUND: Delight Spirits, LLC has submitted an application to transfer an existing alcohol license to operate a package store at 1612 Atlanta Highway (Tax Parcel AU05 021). The application is for the transfer of a license for package sales of distilled spirits pursuant to Section 5.50 of the City Code. The location was previously approved by the City Council.

RECOMMENDATION: Staff recommend that the Mayor and Council consider approval of the alcohol license transfer application submitted by Delight Spirits, LLC.

FUNDING: N/A

ATTACHMENTS: Application

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MAYOR
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September 22, 2026

Elizabeth Mahoney, Esq.
3789 Roswell Rd
Atlanta, GA 30342

RE: Zoning Verification of 1612 Atlanta Hwy (tax map parcel AU05 021)

To Ms. Mahoney, Esq.,

The zoning of the above-mentioned property is confirmed as **C-1: Neighborhood Business District.** This parcel has maintained a C-1 zoning designation since 2021 or earlier. An 11,550 square foot commercial space is currently under construction at the site, intended to be an alcoholic beverage retail store.

At their public meeting on April 20, 2023, the Auburn Mayor and City Council approved a request to redevelop the subject property from a one-story commercial space into a new-build alcoholic beverage retail store. The following conditions of approval were adopted:

1. The development shall be consistent with the requirements of Section 5.50, Sale of Package Distilled Spirits Prohibited.
2. The property shall be developed in accordance with the material submitted as part of this application. More specifically, the site plan entitled "Site Plan for 1612 Atlanta Highway" dated 3/3/2023, the proposed floor plan dated Jan. 5, 2023, and the architectural renderings dated Jan. 5, 2023.
3. The lighting for the development shall be of a non-spill and downward pointing to preserve the dark skies within the city.
4. The redevelopment of the property shall be in accordance with all City of Auburn Municipal Code standards including Title 16 Development Regulations of the City of Auburn.

The original commercial building was approved for demolition in 2024 and subsequently destroyed. In June 2025, an LDP for the new construction on the site was issued following several rounds of civil plan review.

In March 2025, staff received an administrative variance request to reduce the minimum required parking space quantity from 58 to 53 for the proposed development. This request was granted on May 27, 2025, in accordance with Code Sec. 17.100.030.

In December 2025, the City received an application to subdivide the subject site into two (2) lots. This request was processed as an exemption plat as it satisfied the provisions of Code Sec. 16.12.040.C. Following City approval, the plat was recorded with the Barrow County Clerk of Couty on January 29, 2026. This action created tax map parcel AU05 021B, which is located immediately south and west of the subject property.

On April 1, 2026, the City issued a building permit for development of the retail building. Presently, staff is not aware of any violations of the Zoning Ordinance.

The site is identified as Corridor Commercial on the Future Land Use Map in the 2023 Comprehensive Plan. This area envisions commercial uses that "require a location accessible to large numbers of people and serve substantial portions of the community. Predominantly located along Atlanta Highway. Includes civic space."

Sincerely,

Leigh Anne Bland
Community Development Coordinator
labland@cityofauburn-ga.org
770-963-4002 ext. 206

SARD & LEFF LLC

3789 Roswell Road
Atlanta, Georgia 30342
Phone: (770) 644-0800
Fax: (770) 644-0808

www.sardandleff.com

September 18, 2026

Sender's e-mail:
emahoney@sardandleff.com

VIA FEDEX

Ms. Leigh Anne Bland
Community Development Coordinator
City of Auburn
1 Auburn Way
Auburn, GA 30011

RE: City of Auburn Alcoholic Beverage Application (Change of Ownership) of Delight Spirits LLC d/b/a Auburn Wine & Spirits – 1612 Atlanta Hwy. NW, Auburn, GA 30011; Ms. Eunhae Lee, Proposed Applicant

Dear Ms. Bland:

This firm is assisting Delight Spirits LLC ("DS") with regard to its above referenced application for an alcoholic beverage license for retail package sales of malt beverages, wine, and distilled spirits with Sunday sales at the above business (the "Store"). DS wishes to receive its alcohol license as soon as possible. Enclosed please find the following documents which comprise DS's application:

1. One (1) cashier's check made payable to the "City of Auburn" in the amount of $6,175.00 for the anticipated alcohol license fee;

2. One (1) cashier's check made payable to "City of Auburn" in the amount of $500.00 for the alcohol license application fee;

3. One (1) cashier's check made payable to "City of Auburn" in the amount of $135.00 for the business license fee;

4. One (1) City of Auburn Occupation Tax Certificate Application;

5. One (1) City of Auburn Private Employer Affidavit for the business license application;

6. One (1) City of Auburn SAVE affidavit for the business license application, along with a copy of the Georgia driver's license for Ms. Eunhae Lee, who we are advised is the sole managing member of DS;

7. One (1) City of Auburn Alcohol Permit Application;

8. One (1) City of Auburn Private Employer Exemption Affidavit for the alcohol license application;

9. The following documents for Ms. Eunhae Lee, proposed Applicant:

   a. One (1) City of Auburn Criminal History and Background Check Consent Form;
   b. One (1) City of Auburn Affidavit Verifying Residency Status;
   c. A copy of Ms. Lee's Georgia driver's license;
   d. Two (2) fingerprint cards; and
   e. One (1) Personal Financial Statement;

10. The following documents for Mr. George M. Rice, proposed Registered Agent for service of process:

   a. One (1) City of Auburn Registered Agent Form; and
   b. A copy of Mr. Rice's Georgia driver's license;

11. The following documents for the Store:

   a. Floor plan;
   b. Site plan; and
   c. Legal Description of the subject property;

12. One (1) alcoholic beverage distance survey;

13. Copies of the following corporate documents for DS:

   a. Certificate of Organization from the Secretary of State of Georgia; and
   b. Articles of Organization; and

14. The Commercial Lease Agreement between Delight Spirits RE LLC, who has contracted to purchase the Store property and DS.

We will provide copies of the Zoning Verification and City of Auburn and Fire Marshal Certificates of Occupancy upon our receipt of the same. We confirm the following regarding the enclosed application:

a. Ms. Lee may required to complete a background check with the City of Auburn Police Department ("APD"). If so, p**lease notify us when Ms. Lee may schedule her appointment with the APD**;

b. Mr. Rice may be required to complete a background check with the APD. If so, **please notify us when Mr. Rice may schedule his appointment with the APD**;

c. The application will be considered by the City of Auburn City Council at a public hearing. **Please notify our office of the date and time of the scheduled hearing date, which we understand Ms. Lee is required to attend**;

d. Your office will coordinate a legal advertisement of the application in the local newspaper; and

e. Our client is **not** required to post a public notice sign at the property to notify the public of the application.

Please contact us immediately if any of our above understandings are incorrect or inaccurate. Please do not hesitate to contact us should you require any additional information or documentation regarding our client's applications. Best regards.

Sincerely,

SARD & LEFF, LLC

Elizabeth Mahoney

EM/sh
Enclosures

cc: Jack Wilson, Esq. (via e-mail w/o enclosures)
Ms. Eunhae Lee (via e-mail w/o enclosures)
Mr. Kishan Patel (via e-mail w/o enclosures)
Michael Sard, Esq.

Sant Sairam
(3463-001)

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P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Alcohol Permit Application Checklist

Yes	No	
☐	☒	New Business (Business license, certificate of Occupancy, etc) (Application enclosed)
☒	☐	City of Auburn Alcohol Permit Application fully completed, signed, dated and notarized?
☒	☐	Copy of applicant(s) state driver's license and a copy of the State of Georgia Alcoholic License Application
☒	☐	Copy of the lease agreement or deed attached. **[Ord.5.50.360]**
☒	☐	Copy of Occupational Tax or Occupational Tax Application attached
☒	☐	Complete sets of fingerprints for each owner, registered agent and/or corporate officer(s)? **Fingerprints will be forwarded to the Georgia Crime Information Center and files may be searched by the City of Auburn Police Department, upon their discretion, within a period of two years immediately preceding the date of such application for any instance of criminal activity. The federal records, if any, shall be obtained and returned to the agency considering such application.**
☒	☐	Is the applicant a U.S. Citizen or a permanent resident alien?
N/A ☐	☐	Has the Pourers permit been fully completed, signed and dated.
☒	☐	Is the applicant at least 21 years of age?
N/A ☐	☐	Applicant (Pourers Permit) meets the requirement of the Ordinance? **[Ord. 5.50.320] Every partner, corporate officer and trustee that will be pouring or serving alcohol must submit a pourer's permit along with applicable fees**
☒	☐	Application accompanied by a certified check, money order, or cash for all permit fees.
☒	☐	License fee and separate check and/or cash in the amount of $500 o defray administrative costs? **(Note: Administrative defrayment fee of $500.00 is non-refundable [Ord.5.50.1200]. This fee includes the criminal and background history for the owner or registered agent only. All other partners, corporate officers, and trustees must fill out a separate consent form and submit with fingerprints and pay the required fees.)**
☐	☒	Is the business a Corporation? If you answered yes to the above question then you need to provide the following 1. Names of shareholders having more than 5% interest in the business 2. Registered agent information 3. Manager, partners, officers information provided? 4. Two copies of each person's (owner, manager, partner, officer, etc.) driver's license. The copy of the driver's license must be legible. 5. A pourer's permit application and fees must be submitted for each applicant.
☒	☐	Are details plans of the building and outside premises attached? **If a new building is being built, proposed plans and specification and a building permit of the proposed building must be attached to the application. [Ord.5.50.360]**

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City of Auburn
Alcohol Permit Application Checklist

Yes	No	
☒	☐	Are the building(s) in compliance with applicable City, County, State of Georgia Alcoholic Beverage Codes, State Revenue Commissioner, State Minimum Standard Building and Life Safety Codes? **[Ord.5.50.360]**
☒	☐	Is the county plat map attached to the application? (Survey with a legal description of the site may be used in place of the plat map)
☒	☐	Is the distance from the premises to any school building, Kindergarten, Day Care Center, Church, Municipal Park or Municipal Recreation Area more than 300 feet. **Distance shall be measured in a straight line from the main entrance of the school or church building in question to the main entrance of the establishment for the sale of alcoholic beverages [Ord..5.50.050 (d)]**
N/A ☐	☐	Does the establishment have an outdoor patio and is the establishment in compliance with Ord.5.50.340?
☒	☐	Property zoned for requested permitted use?
☒	☐	Applicant(s) meets the requirement of the Ordinance? **[Ord. 5.50.220 (a), (b), 5.50.230, 5.50.240, 5.50.250, 5.50.260, 5.50.270, 5.50.090]**

[Ord. 5.50.350] The City Planner will not submit any application for approval before the City of Auburn City Council unless the premise is in compliance with all City of Auburn ordinances, including, without limitation, any ordinances dealing with building safety or zoning.

No license defined in the City of Auburn Liquor Ordinance shall be issued to a person who is not a legal resident of the United States and at least 21 years of age. In the interest of Public Employees, the City Planner will not grant to any City of Auburn employee whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax-collecting activity.

The premises of the holder a retail consumption dealer license for the sale of alcoholic beverages shall be open to inspection at any and all times by officers or officials authorized to conduct such inspections by the City, State or Federal authorities. Licenses under this Ordinance shall be displayed prominently at all times on the premises for which same was issued. Please note that if business should have a new manager, the name, address and telephone numbers shall be filed with the Planning Department within (3) days of the date of such employment.

DEPARTMENT USE ONLY:

City Clerk:	☐ Denied	☐ Approved	Date:_____
City Planner:	☐ Denied	☐ Approved	Date:_____
City Council:	☐ Denied	☐ Approved	Date:_____

☐ Check this box if written notice has been sent to the applicant giving reasons for denial and advising of rights to appeal. Attach the notice of denial to the application paperwork.

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City of Auburn
Alcohol Permit Application

INSTRUCTIONS AND CONDITIONS FOR APPLYING FOR LICENSE TO SELL ALCOHOLIC BEVERAGES CITY OF AUBURN, GEORGIA

- Every question must be fully and correctly answered, type written or legibly hand printed. Do not use initials. Spell out all names. Failure to do so may result in the denial or, if granted, the later revocation of a license. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that a separate sheet is attached.
- The completed application form and the required investigation fee of $500.00 must be submitted at the time application is made to the planning department. Upon approval of the application, all additional fees must be tendered prior to issuance of license. Fees must be submitted in the form of certified cash, check or money order. All checks will be deposited daily as received by the City of Auburn Planning Department.
- Any change in the ownership, or any other status of the licensed operation which would change any answers on the original application must be reported in writing to the City of Auburn Planning Department within thirty (30) calendar days from the time of such change. Failure to do so may result in the revocation of the license.
- Background screening is required on all agents and officers. Planning Department will determine specific screening requirements upon review of application.
- The applicant shall be responsible for determining the distance of the proposed licensed location for each of the following: school building, kindergarten, day care center, church building, municipal park, municipal recreation area, and private residence (street address and name required) as required by the ordinance. A current certified plat from a registered surveyor is required to confirm the distance requirements and must accompany the application. The plat must show straight line measurements from point to point that certify the distance required.
- No license shall be issued if property is not zoned properly as defined by the applicable local zoning ordinances. Contact the City of Auburn Planning Department for zoning questions.
- The applicant shall be responsible for filing plans to review with Planning Department for occupancy requirements.
- All corporate applicants, without regard to the number of stockholders, shall list the names and addresses of the officers of the corporation. In addition they shall name an agent whose name shall appear on the license issued to the corporation. The corporation shall provide the name and address of the agent, who shall be the individual who does in fact have regular, managerial, and supervisory authority over the business conducted on the licensed premises. In addition, the manager shall be an agent for service for the corporation in addition to all other methods allowed for serving a corporation by the laws of Georgia.
- Information requested concerning race and sex identification of applicants, corporations and stockholders are for investigative purposes only.
- Georgia Crime Information Center Council (GCIC) rules require that the consent form on the last page of the application form be completed, signed and notarized prior to any information being accessed for release of criminal history investigations by the Police Department in reference to your application for license to sell alcoholic beverages.
- A review of the regulations of the Georgia Department of Revenue is recommended. Local Alcohol Agents may be reached at Georgia Department of Revenue, P.O. Box 1843, Athens, GA. 30603

- A State of Georgia Alcohol License is required before you can purchase and sell alcoholic beverages. Please contact the Georgia Department of Revenue, Registration, P.O. Box 740001, Atlanta, GA. 30374-001. Phone 404-651-8651 for their requirements, fees, and application.
- Contact the Federal Alcohol, Tobacco, and Firearms Licensing Department for their requirements. Federal ATF, Licensing Department, 2600 Century Center Parkway, Atlanta, Georgia, 30345. Phone Number 404-679-5040.
- A copy of the City of Auburn Alcohol Ordinance is a part of this application package. Please read it carefully and retain it for you information.
- No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or serve in any managerial position, until such person has been fingerprinted or cleared by the chief of police or his designee, indicating that the person is eligible for such employment. All bartenders and any person who pours alcohol shall be at least 21 years of age.
- A personal financial statement must be submitted with each application. The application must include:
    - Balance Sheet (Assets, Liabilities, and Net Worth); Estimate of Annual Income; Estimate of Annual Expenses; Contingent Liabilities.
    - Life Insurance (List those policies you own.); Securities; Notes and Accounts Receivable; Real Estate Owned; Mortgages and Contracts Owned; Personal Property; Notes Payable.
- When completed, the application must be dated, signed, and verified under oath to assure that your license is processed timely. Allow approximately a thirty (30) day period for application processing.
- Legal Notices: When obtaining an Alcohol License from the City of Auburn, it is necessary to post a legal notice in the City's Public Organ. The City of Auburn will post the Legal Notice. This notice shall be advertised once a week for two weeks prior to consideration of the application by City Council.
- City Council Consideration: When obtaining a Distilled Spirits (Liquor) License (By the Drink or Packaged), it is necessary for the applicant and all concerned to be present at the City Council Meeting. As long as all perquisites and requirements have been met, Council will take action on the applications.

Application for Alcohol Beverages License should be returned to:

Location Address:	City of Auburn City Clerk 1 Auburn Way Auburn, Georgia 30011
Mailing Address:	City of Auburn City Clerk P.O. Box 1059 Auburn, Georgia 30011
Phone:	770-963-4002

Note: Faxed applications or photocopied applications will not be accepted or the application will be denied. Only an original application filled out in black ink and notarized in the appropriate areas will be accepted.

PLEASE CONTACT THE CITY CLERK OR PLANNING DIRECTOR IF FURTHER ASSISTANCE IS NEEDED

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City of Auburn
Alcohol Permit Application

BUSINESS INFORMATION SECTION			
LEGAL BUSINESS NAME: Delight Spirits, LLC d/b/a Auburn Wine & Spirits			
BUSINESS ADDRESS (PHYSICAL ADDRESS): 1612 Atlanta Highway NW			
CITY: Auburn		STATE: GA	ZIPCODE: 30011
PRIMARY PHONE NUMBER: [redacted]	SECONDARY NUMBER OR MOBILE:	FAX NUMBER:	
MAILING ADDRESS (IF DIFFERENT FROM THE BUSINESS ADDRESS): PO Box 1102			
CITY: Dacula		STATE: GA	ZIPCODE: 30019
FEDERAL EMPLOYMENT ID NUMBER (FEI): 42-2080794	GEORGIA SALES TAX ID NUMBER (STI): 309-180465		
GEORGIA DEPARTMENT OF REVENUE ALCOHOL LICENSE NUMBER (IF YOU APPLICATION HAS NOT BEEN APPROVED YET THEN PLEASE SUBMIT A COPY OF THE STATE APPLICATION)			

BUSINESS STATUS SECTION
☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP DATE THAT PARTNERSHIP WAS FORMED: _____ (PROVIDE LEGAL PROOF OF PARTNERSHIP) ☐ CORPORATION (THIS INCLUDES S CHAPTER AND LIMITED LIABILITY) (PROVIDE IRS LETTER OF CORPORATE STATUS) ☒ LLC ALL PARTNER'S AND CORPORATE OFFICER'S MUST PAY THE BACKGROUND CHECK FEE OF $25.00 EACH PARTNER OR CORPORATE OFFICER WHO WILL SERVE OR POUR DRINKS MUST COMPLETE A POURER'S PERMIT FORM AND PAY AN ADDITIONAL $10.00 FEE FOR THE POURER'S PERMIT CARD

PERSONAL INFORMATION OF PRIMARY OWNER OR REGISTERED AGENT SECTION			
NAME OF OWNER OR REGISTERED AGENT: Eunhae Lee		☒ OWNER ☐ REGISTERED AGENT	
DRIVER'S LICENSE NUMBER (APPLICANT MUST POSSESS A VALID GEORGIA DRIVER LICENSE): [redacted]			
DATE OF BIRTH (MM/DD/YYYY FORMAT): [redacted]	SOCIAL SECURITY NUMBER: xxx-xx-3452		
PRIMARY PHONE NUMBER: (678) 551-5871	SECONDARY NUMBER OR MOBILE:		
PHYSICAL HOME ADDRESS: [redacted]			
CITY: Lawrenceville		STATE: GA	ZIPCODE: 30043

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City of Auburn
Alcohol Permit Application

*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES

PERSONAL INFORMATION OF BUSINESS PARTNER'S SECTION			
ONLY COMPLETE THIS SECTION IF "PARTNERSHIP" WAS CHECKED IN QUESTION 9. IF "CORPORATION" WAS CHECKED THEN MOVE ON TO THE CORPORATE OFFICER'S SECTION IN THE NEXT PAGE. Where the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers and majority stockholders. In the case of a partnership, the license will be issued to all the partners owning at least five percent of the partnership; or if no partner owns five percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed. **Section 5.50.090 (B)**			
	NAME OF BUSINESS PARTNER N/A		PERCENTAGE OF OWNERSHIP
	DRIVER'S LICENSE NUMBER **(MUST POSSESS A VALID STATE DRIVER LICENSE)**		
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF BUSINESS PARTNER		PERCENTAGE OF OWNERSHIP
	DRIVER'S LICENSE NUMBER **(MUST POSSESS A VALID STATE DRIVER LICENSE)**		
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF BUSINESS PARTNER		PERCENTAGE OF OWNERSHIP
	DRIVER'S LICENSE NUMBER **(MUST POSSESS A VALID STATE DRIVER LICENSE)**		
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL BUSINESS PARTNERS ASSOCIATED WITH YOUR COMPANY

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City of Auburn
Alcohol Permit Application

*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES

CORPORATE OFFICERS, STOCKHOLDERS, AND TRUSTEES INFORMATION SECTION

Where the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent registered under the provisions of this chapter. **Section 5.50.090 (B)**

	NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE Eunhae Lee		OFFICE HELD AND/OR PERCENTAGE OF STOCK 100% managing member
	DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE) [redacted]		
	DATE OF BIRTH (MM/DD/YYYY FORMAT) [redacted]	SOCIAL SECURITY NUMBER xxx-xx-3452	
	PRIMARY PHONE NUMBER (678) 551-5871	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS [redacted]		
	CITY Lawrenceville	STATE GA	ZIPCODE 30043

	NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE		OFFICE HELD AND/OR PERCENTAGE OF STOCK
	DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)		
	DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE		OFFICE HELD AND/OR PERCENTAGE OF STOCK
	DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)		
	DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL CORPORATE OFFICERS ASSOCIATED WITH YOUR COMPANY

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City of Auburn
Alcohol Permit Application

PREVIOUS ADDRESS SECTION

IF THERE IS ANY INDIVIDUAL LISTED IN THIS APPLICATION WHO HAS RESIDED AT THEIR CURRENT ADDRESS FOR LESS THAN FIVE (5) YEARS THEN COMPLETE THE INFORMATION BELOW.

NAME OF PERSON	Eunhae Lee		
DATE OF BIRTH (MM/DD/YYYY FORMAT)	[redacted]	SOCIAL SECURITY NUMBER	xxx-xx-3452
PREVIOUS ADDRESS	[redacted]	PERIOD OF TIME AT RESIDENCE FROM:	12/2023 TO: Present
CITY	Lawrenceville	STATE	GA ZIPCODE 30043
PREVIOUS ADDRESS	4158 Butler Drive	PERIOD OF TIME AT RESIDENCE FROM:	04/2019 TO: 12/2023
CITY	Chamblee	STATE	GA ZIPCODE 30341

NAME OF PERSON			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE

NAME OF PERSON			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL INDIVIDUALS ASSOCIATED WITH YOUR COMPANY

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City of Auburn
Alcohol Permit Application

TYPE OF BUSINESS SECTION

15

CHECK ONLY ONE BOX

- ☐ RESTAURANT
- ☐ HOTEL IN-ROOM SERVICE
- ☒ OTHER Retail Package Store
- ☐ GROCERY STORE
- ☐ SERVICE STATION
- ☐ CONVENIENCE STORE
- ☐ GROWLER SHOP
- ☐ PACKAGE STORE

ALCOHOL LICENSE SECTION

BOXES 15-19 ALL THE ALCOHOL LICENSES THAT MAY BE CHOOSEN. **(YOU MAY ONLY CHOOSE ONE MAJOR CATEGORY PER APPLICATION)**

16

☐ RETAIL SALES TO BE CONSUMED ON THE PREMISES **(CHECK ALL THAT APPLY)**

- ☐ DISTILLED SPIRIT SALES (FOR THE FIRST FIXED BAR) - $4,000.00
- ☐ DISTILLED SPIRIT SALES WITH SUNDAY SALES - $4500.00
- ☐ BEER SALES - $500.00
- ☐ BEER SALES WITH SUNDAY SALES - $585.00
- ☐ WINE SALES - $500.00
- ☐ WINE SALES WITH SUNDAY SALES - $585.00
- ☐ BEER & WINE SALES – $1,000.00
- ☐ BEER & WINE SALES WITH SUNDAY SALES - $1,125.00

Applicant will also comply with Georgia Law (O.C.G.A. Section 3-3-7) which states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which delivers at least 50% of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishments where food is served and in any licensed establishment which delivers at least 50% of its total annual gross income from the rental of rooms for overnight lodging."

By submitting this application for a Sunday Sales Permit, the applicant certifies that their business establishment will operate in compliance with "The Gross Sales" provisions of Georgia Law. Sunday sales permit holders are subject to audit for compliance with State Law. Each Establishment is encouraged to maintain Financial Records on food sales and alcohol sales by separate business locations to demonstrate compliance with State Law.

17

☒ RETAIL PACKAGE SALES (CHECK ALL THAT APPLY)

- ☒ DISTILLED SPIRITS BY THE PACKAGE - $5,000.00 ANNUALLY
- ☐ MALT BEVERAGE SALES - $500.00 ANNUALLY
- ☐ WINE SALES - $500.00 ANNUALLY
- ☐ BEER & WINE SALES - $1,000.00
- ☐ 24 HOUR SALES - $412.00 / GROWLER SHOP - $500.00
- ☐ BEER SALES WITH SUNDAY SALES - $585.00
- ☐ WINE SALES WITH SUNDAY SALES - $585.00
- ☒ BEER & WINE SALES WITH SUNDAY SALES - $1,125.00

18

☐ WHOLESALE ALCOHOL SALES WITH DEALER LOCATED IN CITY LIMITS (CHECK ALL THAT APPLY)

- ☐ BEER SALES - $250.00
- ☐ WINE SALES - $250.00
- ☐ BEER & WINE SALES - $500.00
- ☐ DISTILLED SPIRIT SALES - $1,000.00

19

☐ WHOLESALE ALCOHOL SALES WITH DEALER LOCATED OUTSIDE CITY LIMITS

- ☐ ALCOHOLIC BEVERAGE SALES - $1,000.00

20

☐ HOTEL/MOTEL ALCOHOL SALES

- ☐ IN ROOM SERVICE - $100.00

Add Total Amount of license types selected: $6,125.00 **(Line 1)**

Nonrefundable Processing Fee: **$500.00** **(Line 2)**

Background Checks: 2 X $25.00 = $50.00 **(Line 3) *$25.00 per person***

Total Fees Due: $6,675.00 **(Add Lines 1, 2, and 3)**

Rev. 09/2014

P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Alcohol Permit Application

PROPERTY INFORMATION SECTION			
PROPERTY SATUS			
	☐ OWNED (PLEASE PROVIDE PROOF OF OWNERSHIP) ☒ LEASED (PLEASE PROVIDE A LEASE AGREEMENT)		
PARCEL INFORMATION (THIS SECTION MUST BE FILLED OUT)			
	NAME OF PROPERTY OWNER Delight Spirits RE LLC		
	PROPERTY OWNER'S PHYSICAL ADDRESS [redacted]		
	CITY Lawrenceville	STATE GA	ZIPCODE 30043
	MAP & PARCEL NUMBER AU05 021	ACREAGE OF THIS PARCEL 3.3648	

Auburn
GEORGIA · EST 1892

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City of Auburn
Alcohol Permit Application

*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES

PERSONAL INFORMATION OF MANAGERS SECTION

PROVIDE THE NAMES OF ALL THE MANAGERS OF THE BUSINESS AND HOW THEY ARE COMPENSATED. NEW MANAGERS MUST FILE WITH THE CITY OF AUBURN PLANNING DEPARTMENT WITHIN THREE (3) BUSINESS DAYS OF HIRE.

	NAME OF PERSON N/A - Application not for consumption on premises		METHOD OF COMPENSATION
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PREVIOUS PLACE OF EMPLOYMENT		PERIOD OF EMPLOYMENT FROM: _____ TO: _____
	PHYSICAL ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF PERSON		METHOD OF COMPENSATION
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PREVIOUS PLACE OF EMPLOYMENT		PERIOD OF EMPLOYMENT FROM: _____ TO: _____
	PHYSICAL ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF PERSON		METHOD OF COMPENSATION
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PREVIOUS PLACE OF EMPLOYMENT		PERIOD OF EMPLOYMENT FROM: _____ TO: _____
	PHYSICAL ADDRESS		
	CITY	STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL INDIVIDUALS ASSOCIATED WITH YOUR COMPANY

This Manager's Section shall only apply to establishments holding a license for consumption of alcoholic beverages on the premises.

No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or serve in any managerial position, by an establishment holding a license under this chapter until the person has been fingerprinted or cleared by the chief of police or his/her designee, indicating that the person is eligible for such employment. (5.50.320 (A))

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City of Auburn
Alcohol Permit Application

Yes	No	
☐	☒	Is there anyone connected with this business that is not a legal resident of the United States and at least twenty one (21) years of Age? **If yes, give full details on separate sheet.**
~~N/A~~		If not an U.S. Citizen, can they legally be employed in the United States? **If yes, give full details on separate sheet and submit copies of eligibility.**
☐	☒	Is there anyone connected with this business that has applied for a beer, wine, and or liquor license from any City or County in the State of Georgia and been denied? **If yes, give full details on separate sheet.**
☐	☒	Have you had revoked, for cause, within two (2) years preceding this application, any permit issued by the City of Auburn, the State of Georgia, or any other state, to sell alcoholic beverages of any kind. **If yes, give full details on separate sheet.**
☐	☒	Is there anyone, connected with this business, who holds another alcohol license? **If yes, give full details on separate sheet.**
☐	☒	Is there anyone connected with this business that has been convicted of a felony or a crime involving moral turpitude, or convicted of violations(s) of the ordinances of the city or county governing alcoholic beverages licensed within a ten (10) year period, or the violation of any state or federal laws pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability within the last five (5) years immediately prior to the filing of said application? **If yes, give full details on separate sheet.**
☐	☒	Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) years? **If yes, give full details on separate sheet.**
☐	☒	Is there anyone connected with this business that is an official or public employee whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity. **If yes, give full details on separate sheet.**
☐	☒	Will adult entertainment be a part of the business operations? **If yes, give full details on separate sheet.**

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Rev: 09/2014

P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Alcohol Permit Application

I understand that a violation of any of the regulations of the City of Auburn, or a violation of any law or regulations of the state of Georgia, pertaining to the sale of malt beverages or wine, shall subject my permit to immediate revocation, and that permit may be revoked at the discretion of the City Council, or the City of Auburn Police Department.

I, Eunhae Lee **, solemnly swear, subject to the criminal penalties for false swearing, as provided under Georgia, that all information in this application and supporting documents for a license to sell alcoholic beverages in City of Auburn, Georgia are true and correct to the best of my knowledge and I fully understand that any false information may cause the denial or revocation of said license. Should any changes occur during the year for which the license is issued pursuant to this application, which would require a different answer to any questions contained in this application, such change will be reported as an amendment to this application within two business days. The failure to make such amendment shall be cause for the revocation of any license.**

I have received and have read a copy of the City of Auburn, Georgia Alcohol Ordinance.

Signature of applicant: _____ **Date:** 9/9/26

Sworn to and subscribed before me this the 9 day of September, 2026

_____
NOTARY PUBLIC
*THIS APPLICATION MUST BE NOTARIZED

OFFICIAL SEAL
ELIJAH HIGGINS
Notary Public, Georgia
Gwinnett County
My Commission Expires
May 21, 2030

Applicants who are denied may not reapply for a license for at least one year from the final date of such denial (Ord.5.50.070 (e)).

City Clerk Signature: _____ Date: _____

LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES
CITY OF AUBURN GEORGIA

Do not write in this section. This section is for department use only.

"This license is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted."

E-Verify Affidavit Option 1
(Complete either Option 1 or Option 2)

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

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

Signature of Exempt Private Employer

EUNHAE LEE
Printed Name of Exempt Private Employer

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

Executed on July, 21, 2026 in Dacula (city), GA (state).

Signature of Authorized Officer or Agent

Eunhae Lee, owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21 DAY OF July, 2026

NOTARY PUBLIC

My Commission Expires:
August 30, 2027

OFFICIAL SEAL
REANNA DURRENCE
Notary Public, Georgia
GWINNETT COUNTY
My Commission Expires
August 30, 2027

Auburn
GEORGIA · EST 1892

Rev: 05/2008

P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Criminal History and Background Check Consent Form

APPLICANT INFORMATION SECTION							
NAME OF APPLICANT: Eunhae Lee							
LIST ALL PREVIOUS LAST NAMES AND ALIASES: N/A							
DRIVER'S LICENSE NUMBER (APPLICANT MUST POSSESS A VALID GEORGIA DRIVER LICENSE): [redacted]							
DATE OF BIRTH (MM/DD/YYYY FORMAT): [redacted]				SOCIAL SECURITY NUMBER: [redacted]			
RACE: Asian-American	ETHNICITY: Asian	SEX: Female	WEIGHT: 110	HEIGHT: 5'3"	EYE COLOR: Brown	HAIR COLOR: Black	
MARITAL STATUS: ☒SINGLE ☐MARRIED ☐DIVORCED ☐WIDOWED				SPOUSES NAME:			
LEGAL STATUS: ☒U.S. CITIZEN ☐RESIDENT ALIEN -- LIST YOUR INS NUMBER: _____							
CITY: Lawrenceville				STATE: GA		ZIPCODE: 30043	

BUSINESS INFORMATION SECTION		
NAME OF PLACE OF EMPLOYMENT: Delight Spirits LLC d/b/a Auburn Wine & Spirits		
PHYSICAL ADDRESS: 1612 Atlanta Highway NW		
CITY: Auburn	STATE: GA	ZIPCODE: 30011

ARREST INFORMATION SECTION

IF YOU HAVE EVER BEEN ARRESTED THEN PLEASE LIST ALL ARRESTS BELOW (MUST INCLUDE ALL CHARGES EVEN IF THEY WERE DISMISSED OR EXPUNGED) LIST ANY ADDITIONAL ARRESTS ON A SEPARATE SHEET OF PAPER AND ATTACH TO THIS APPLICATION No arrests.

DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS
DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS
DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS

BUSINESS PARTNERS AND CORPORATE OFFICERS MUST SUBMIT A $25.00 BACKGROUND CHECK FEE PER PERSON.

Auburn
GEORGIA • EST 1892

Rev: 05/2008

P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Criminal History and Background Check Consent Form

NOTE: THE COPY OF THE REQUEST FOR THE CRIMIAL HISTORY MUST BE MAINTAINED FOR FOUR (4) YEARS FOR THE PURPOSE OF GCIC/NCIC AUDITS.

ILLEGAL USE OF THE INQUIRY FOR ANY REASON OTHER THAT STATED ABOVE IS A VIOLATION OF STATE LAW AND GCIC/NCIC POLICY AND PROCEDURES AND COULD RESULT IN THE PROSECUTION AND/OR SANCTIONS AGAINST YOU.

(Note: Unless all blanks are completed on this form and the form is notarized, no information will be released.)
****** Rules of Georgia Crime Information Center Council Chapter (GCIC) 140-02 Section 140-02 04 Criminal Justice Information Exchange and Discrimination. Amended ******

Criminal justice agencies may disseminate criminal history records to private persons, businesses, public agencies, political subdivisions, authorities and instrumentalities, including state or federal licensing and regulatory agencies, or to their designated representatives. For dissemination purposes, criminal history records include all available criminal history information; except information relating to any arrest or charges disposed of under the provisions of the Georgia First Offender Act shall not be provided after the person has been discharged from First Offender status and exonerated of the charges. At the time of each request requestors shall provide the fingerprints or the signed and notarized consent of the person whose record is requested. The signed and notarized consent must be in a formal approved by GCIC and must include the person's full name, address, social security number, race, sex and date of birth. Criminal justice agencies which disseminate criminal history records to private individuals and to public and private agencies shall advise all requestors that if an employment or licensing decision adverse to the record subject is made, the record subject must be informed by the individual or agency making the adverse decision of all information pertinent to that decision. This disclosure must include information that a criminal history check was made, the specific contents of the record, and the effect the record had upon the decision.

The City of Auburn requires an **annual** investigation of all licensees. A new Consent will be required with each renewal. The criminal investigation is done by the City of Auburn Police Department through the State of Georgia and GCIC does the background investigation.

By signing this form I, Eunhae Lee, the applicant, understand the reason for this inquiry. I also authorize the City of Auburn and its designees to receive my criminal history from the Auburn Police Department. I further authorize the City of Auburn and its designees to receive my background history form the Georgia Crime Information Center. I understand that I will receive a pourer's permit upon completion of this form and the criminal history and background check consent form. I further understand that if there is any negative information returned from GCIC or the Auburn Police Department or if I falsely entered any information then my permit will be revoked.

SIGNATURE

9/9/26
DATE

SWORN AND SUBSCRIBED BEFORE ME THIS
4 DAY OF September, 20 20

NOTARY PUBLIC

OFFICIAL SEAL
ELIJAH HIGGINS
Notary Public, Georgia
Gwinnett County
My Commission Expires
May 21, 2030

SAVE Affidavit

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for an Alcohol Beverage Permit (Package Distilled Spirits), as referenced in O.C.G.A. § 50-36-1, from the City of Auburn, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Driver's License.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Dacula (city), GA (state).

Signature of Applicant

Eunhae Lee

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21 DAY OF July, 2026

NOTARY PUBLIC

My Commission Expires:
August 30, 2027

OFFICIAL SEAL
REANNA DURRENCE
Notary Public, Georgia
GWINNETT COUNTY
My Commission Expires
August 30, 2027


GEORGIA
DRIVER'S LICENSE
DL
USA
GA
DRIVER'S LICENSE
4d DL NO [redacted]
3 DOB [redacted]
9 CLASS C
4b EXP 09/23/2033
2 EUNHAE
1 LEE
[redacted]
LAWRENCEVILLE GA 30043-3912
GWINNETT
12 REST B
9a END NONE
4a ISS 09/23/2025
15 SEX F
16 EYES BRO
18 HGT 5'-03"
17 WGT 118 lb
ORGAN DONOR


01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
CLASS: C-S 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles
ENDORSEMENTS: NONE
RESTRICTIONS: B-Corrective lenses required
DOB: 09/23/1993

APPLICANT
* See Privacy Act Notice on Back

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

FD-258 (Rev. 5-15-17) 1110-0046

LAST NAME NAM: LEE
FIRST NAME: EUNHAE
MIDDLE NAME:

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED:

RESIDENCE OF PERSON FINGERPRINTED: [redacted]

ALIASES AKA: N/A

ORI:

DATE OF BIRTH DOB: [redacted]

09/09/2026 YOG. BOX 602 FINGERPRINTS

CITIZENSHIP CTZ: USA yes

SEX	RACE	HGT.	WGT.	EYES	HAIR	PLACE OF BIRTH POB
F	Asian	5'3"	113	Brown	Black	Martin, TN

YOUR NO. OCA:

EMPLOYER AND ADDRESS:
Delight Spirits LLC
1439 Harris Road, Lawrenceville, GA 30043

UNIVERSAL CONTROL NO. UCN:

LEAVE BLANK

ARMED FORCES NO. MNU:

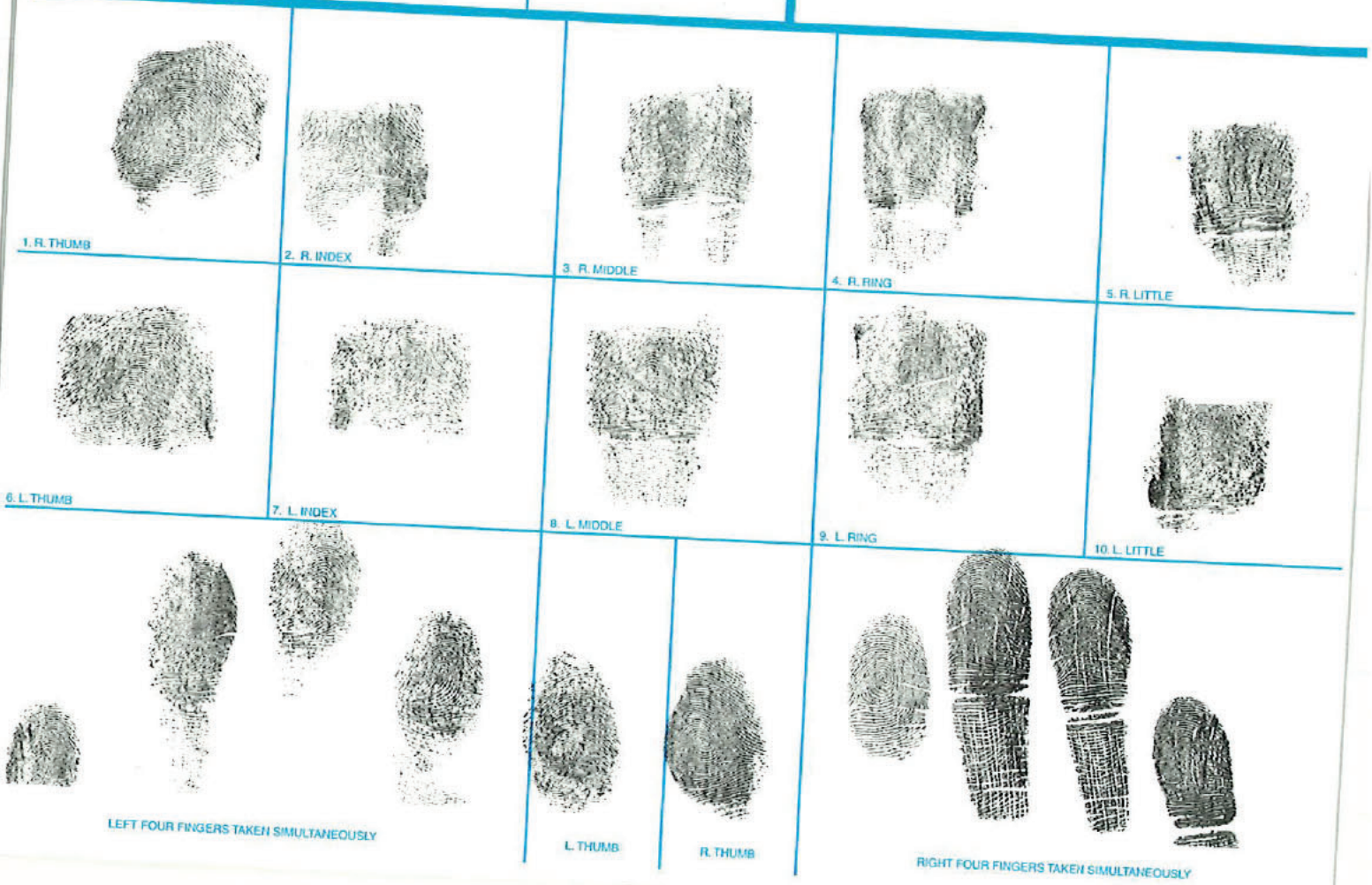
CLASS:

REASON FINGERPRINTED:
Alcohol License

SOCIAL SECURITY NO.: [redacted]

REF:

MISCELLANEOUS NO. MNU:



APPLICANT
* See Privacy Act Notice on Back

LEAVE BLANK

FD-258 (Rev. 5-15-17) 1110-0046

TYPE OR PRINT ALL INFORMATION IN BLACK

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

[redacted]

09/09/2026

EMPLOYER AND ADDRESS
Delight Spirits LLC
1439 Harris Road, Lawrenceville, GA 30043

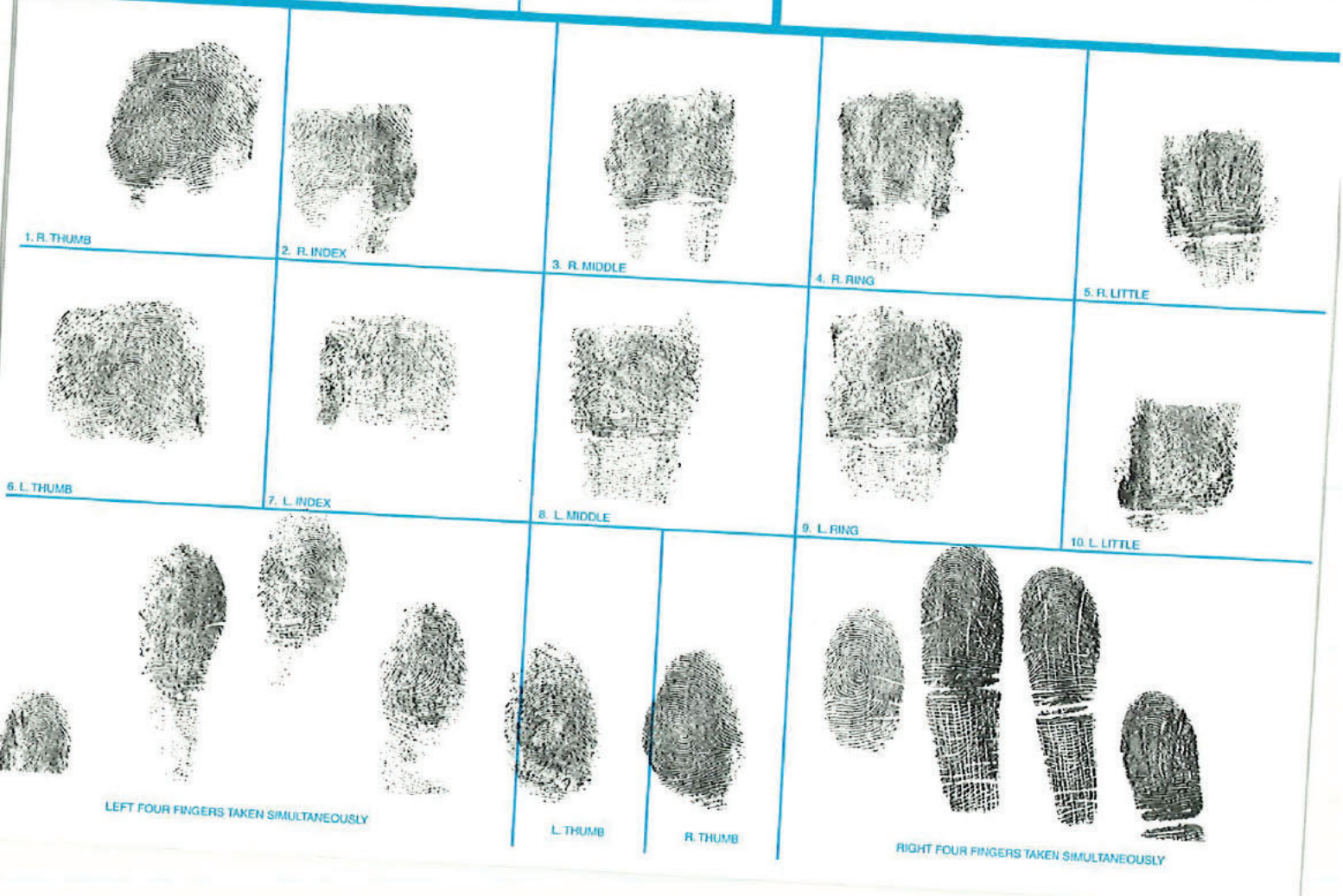
REASON FINGERPRINTED
Alcohol License

LAST NAME	LEE
FIRST NAME	EUNHAE
MIDDLE NAME	
ALIASES AKA	N/A
ORI	
CITIZENSHIP CTZ	USA yes
SEX	F
RACE	Asian
HGT.	5'3"
WGT.	113
EYES	Brown
HAIR	Black
DATE OF BIRTH DOB	[redacted]
PLACE OF BIRTH POB	Martin, TN
YOUR NO. OCA	
UNIVERSAL CONTROL NO. UCN	
ARMED FORCES NO. MNU	
SOCIAL SECURITY NO.	[redacted]
MISCELLANEOUS NO. MNU	

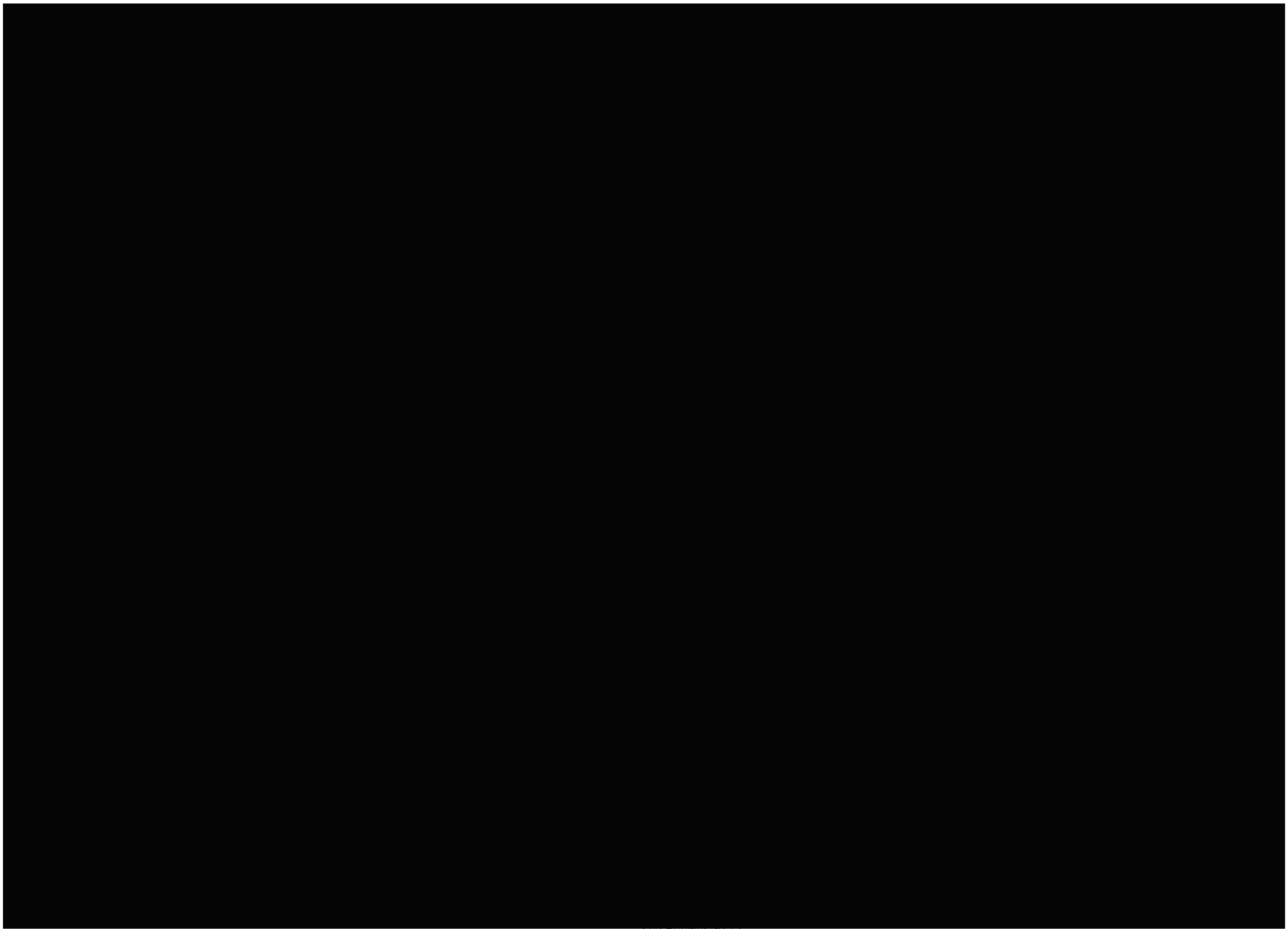
LEAVE BLANK

CLASS

REF



PERSONAL FINANCIAL STATEMENT



REGISTERED AGENT FORM

CITY ADMINISTRATOR
CITY HALL
CITY OF AUBURN
P.O. BOX 1059
1369 FOURTH AVENUE
AUBURN, GEORGIA 30011
(770) 963-4002

Delight Spirits LLC DBA Auburn Wine + Spirits
Business Name

1612 Atlanta Hwy NW
Business Location

Auburn, GA. 30019
City/State/Zip Code

I, George Michael Rice do hereby consent to serve as the registered agent for the licensee, owners, officers and/or directors and to perform all obligations of such agency under the provisions of the Ordinances of Auburn, Georgia. (Every establishment holding an alcoholic beverage license in the City must have a registered agent and this person must be a resident of Barrow County, Georgia.)

This 21st day of July, 2026

Signature of Agent

[redacted]
Agent's Social Security Number

George Michael Rice
Type or Print Name of Agent

[redacted]
Birthdate

[redacted]
Agent's Home Address

[redacted]
Phone Number

Winder, GA. 30680
City/State/Zip Code

APPROVED:

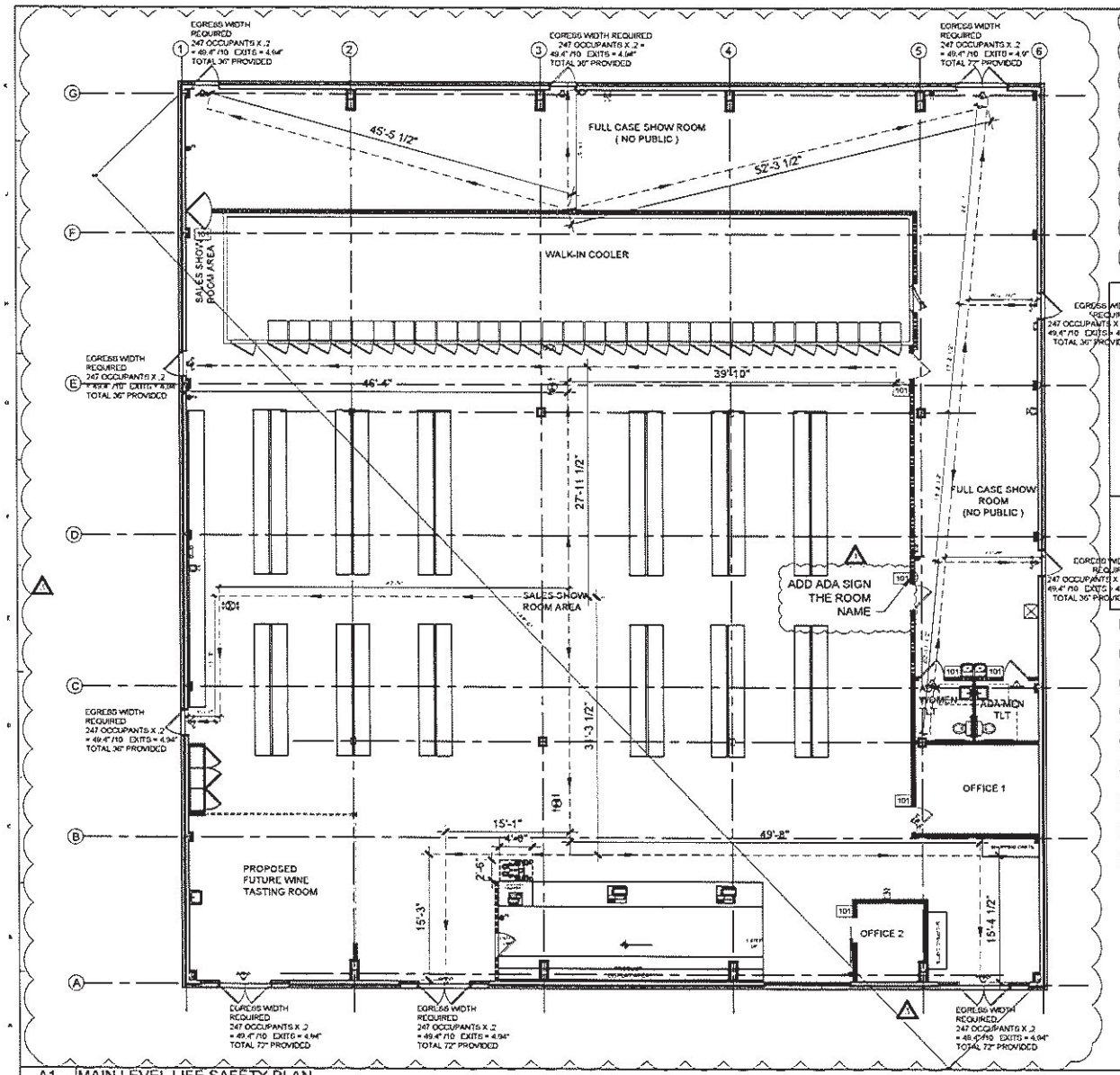
Signature of Licensee

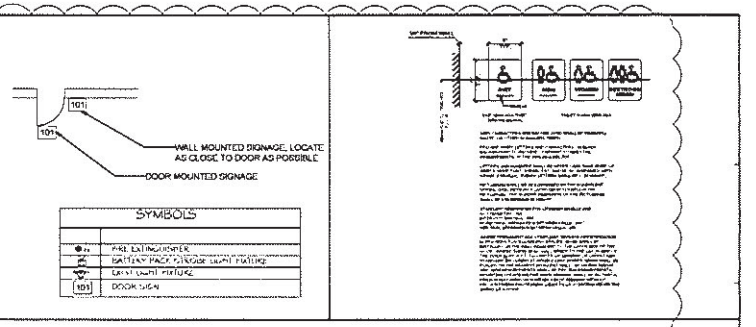
Eunhae Lee
Owner

Officer or Director (Title)

Officer or Director (Title)


GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
USA
GA
[redacted]
9 CLASS C
4b EXP 12/04/2032
2 GEORGE MICHAEL
1 RICE
[redacted]
WINDER, GA 30680-3629
BARROW
12 REST A
9a END NONE
4a ISS 06/24/2025
15 SEX M
18 EYES HAZ
16 HGT 5'-07"
17 WGT 179 lb
5 DD 604236838240026000
01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
ENDORSEMENTS: NONE
RESTRICTIONS: A-None
DOB 12/04/1959







OCCUPANCY

OCCUPANCY(S) CLASSIFICATION: M - MERCANTILE CLASS B / STORAGE

GROUP CLASSIFICATION: GROUP M / GROUP S-1

ROOM NAMES	AREA SQ.FT	OCCUPANT LOAD FACTOR	OCCUPANT LOAD FACTOR
M - MERCANTILE CLASS B			
OFFICE	260	BUSINESS / SQ. FT.1/150	260/150 = 1
SALES AREA	7,037	MERCANTILE / SQ. FT.1/30	7037/30 = 234
STORAGE GROUP-S1			
COOLER	1323	STORAGE / SQ. FT.1/300	1323/300 = 4
FULL CASE SHOW RM.	2390	STORAGE / SQ. FT.1/300	2390/300 = 8
TOTAL BUILDING	11,547		247

A1 MAIN LEVEL LIFE SAFETY PLAN

1/4"=1'-0"

COPYRIGHT NOTE

THIS DRAWING IS/ COPIES AND ALL RELATED DOCUMENTS ARE THE PROPERTY OF THE DESIGN TEAM & MAY NOT BE REPRODUCED IN ANY MANNER AND/OR USED IN CONNECTION WITH ANY OTHER LOCATION OTHER THAN THIS SPECIFIC PROJECT WITH OUT THE EXPRESS WRITTEN CONSENT OF THE DESIGN TEAM.

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PACSCI LLC. AND WE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITH OUT THE WRITTEN PERMISSION OF PACSCI, LLC.

SCOPE OF DOCUMENT

THESE DOCUMENTS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPTS, THE ENGINEERING OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL, ELECTRICAL SYSTEMS. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK FOR THE FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT OR THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED. THE TRADE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

No.	Date	Revisions / Submissions
1	9.23.2025	PCR PLAN REVIEW COMMENTS
2	12.15.2025	PCR FIRE SAFETY COMMENTS
3	12.17.2025	PCR SAFE BUILT PLAN REVIEW COMMENTS
4	02.20.2026	PCR SAFE BUILT PLAN UNRESOLVED REVIEW COMMENTS
5		
6		
7		
8		

SHEET TITLE: LIFE SAFETY PLAN

PROJECT NAME: AUBURN WINE & SPIRITS
1612 ATLANTA HIGHWAY, AUBURN, GA 30011

Building Review By [illegible] Mar 19 2026
Gwinnett County, Georgia

SEE CONDITIONS OF APPROVAL ON COVER SHEET WITH APPROVAL STAMPS

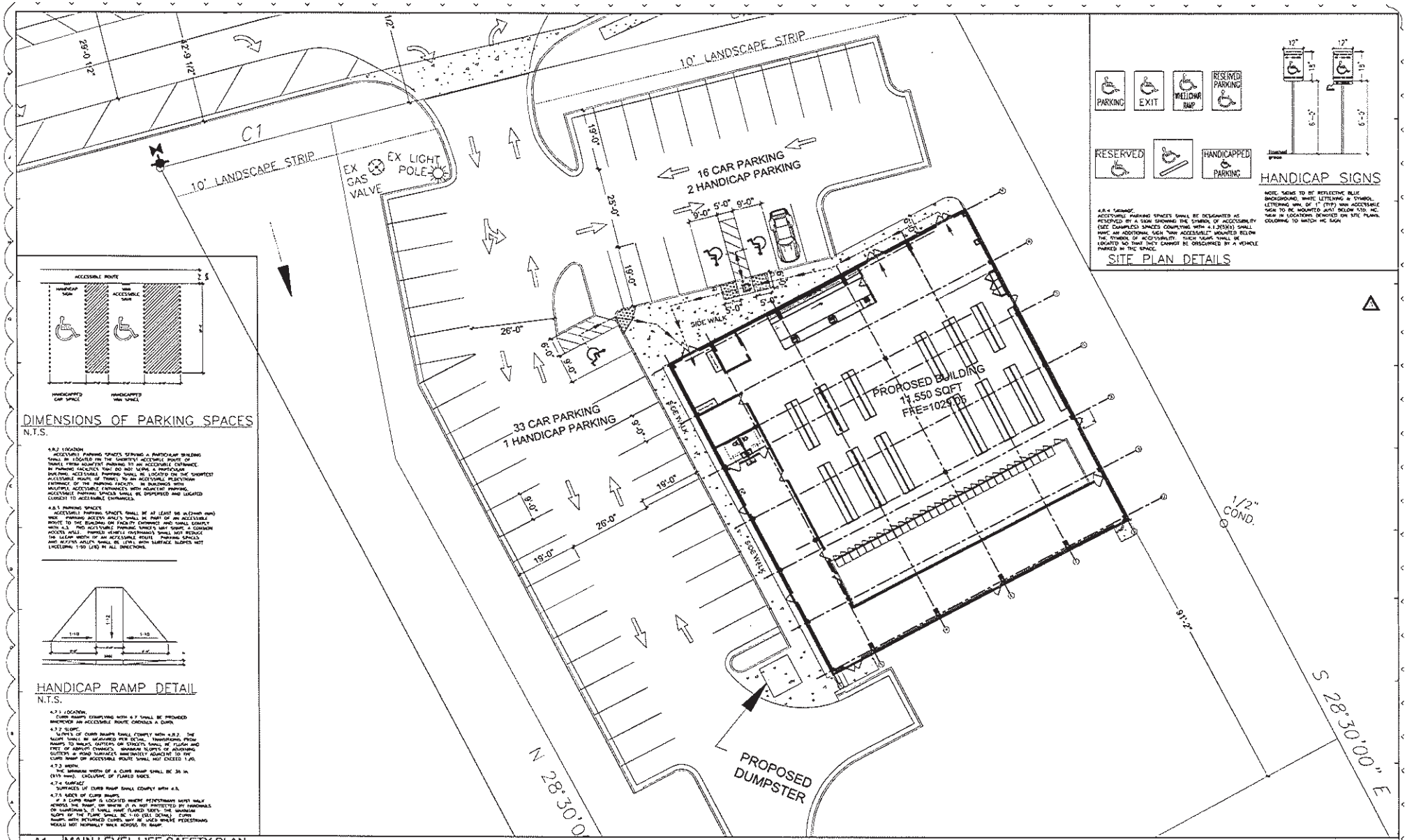
STAMP: GEORGIA, CHUNG CHENG CHANG, REGISTERED ARCHITECT, 027107/2026

ISSUED FOR CONSTRUCTION

5486 BRIARWATER PARK DRIVE
SUITE 101
BUFORD, GA 30518
PHONE: 678.894.7886

ISSUE DATE: JAN 22, 2024
PROJECT: AUBURN WINE
DRAWN: DINK

SHEET No.: LS-1.1



HANDICAP SIGNS

NOTE: SIGNS TO BE REFLECTIVE BLUE BACKGROUND, WHITE LETTERING & SYMBOL. LETTERING MIN. OF 1" (TYP) MIN ACCESSIBLE SIGN TO BE MOUNTED JUST BELOW 5'0. HC. SIGN IN LOCATIONS DENOTED ON SITE PLANS. COLORING TO MATCH HC SIGN

4.6.4 SIGNAGE.
ACCESSIBLE PARKING SPACES SHALL BE DESIGNATED AS RESERVED BY A SIGN SHOWING THE SYMBOL OF ACCESSIBILITY (SEE EXAMPLES) SPACES COMPLYING WITH 4.1.2(5)(a) SHALL MARK AN ADDITIONAL SIGN "VAN ACCESSIBLE" MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY. SUCH SIGNS SHALL BE LOCATED SO THAT THEY CANNOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.

SITE PLAN DETAILS

DIMENSIONS OF PARKING SPACES
N.T.S.

4.6.2 LOCATION.
ACCESSIBLE PARKING SPACES SERVING A PARTICULAR BUILDING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL FROM ADJACENT PARKING TO AN ACCESSIBLE ENTRANCE. IN PARKING FACILITIES THAT DO NOT SERVE A PARTICULAR BUILDING, ACCESSIBLE PARKING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL TO AN ACCESSIBLE PEDESTRIAN ENTRANCE OF THE PARKING FACILITY. IN BUILDINGS WITH MULTIPLE ACCESSIBLE ENTRANCES WITH ADJACENT PARKING, ACCESSIBLE PARKING SPACES SHALL BE DISPERSED AND LOCATED CLOSEST TO ACCESSIBLE ENTRANCES.

4.6.1 PARKING SPACES.
ACCESSIBLE PARKING SPACES SHALL BE AT LEAST 96 in (2440 mm) WIDE. PARKING ACCESS AISLES SHALL BE PART OF AN ACCESSIBLE ROUTE TO THE BUILDING OR FACILITY ENTRANCE AND SHALL COMPLY WITH 4.3. TWO ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE. PARKED VEHICLES OVERHANGS SHALL NOT REDUCE THE CLEAR WIDTH OF AN ACCESSIBLE ROUTE. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 (2%) IN ALL DIRECTIONS.

HANDICAP RAMP DETAIL
N.T.S.

4.7.1 LOCATION.
CURB RAMPS COMPLYING WITH 4.7 SHALL BE PROVIDED WHEREVER AN ACCESSIBLE ROUTE CROSSES A CURB.

4.7.2 SLOPE.
SLOPES OF CURB RAMPS SHALL COMPLY WITH 4.8.2. THE SLOPE SHALL BE MEASURED PER DETAIL. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACES IMMEDIATELY ADJACENT TO THE CURB RAMP OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20.

4.7.3 WIDTH.
THE MINIMUM WIDTH OF A CURB RAMP SHALL BE 36 in. (915 mm), EXCLUSIVE OF FLARED SIDES.

4.7.4 SURFACE.
SURFACES OF CURB RAMP SHALL COMPLY WITH 4.5.

4.7.5 SIDES OF CURB RAMPS.
IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, OR WHERE IT IS NOT PROTECTED BY HANDRAILS OR LANDSCAPING, IT SHALL HAVE FLARED SIDES. THE MAXIMUM SLOPE OF THE FLARE SHALL BE 1:10 (10% DECIMAL). CURB RAMPS WITH RETURNED CURBS MAY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP.

A1 MAIN LEVEL LIFE SAFETY PLAN
3/32"=1'-0"

COPYRIGHT NOTE:
THIS DRAWING ITS DOPICS AND ALL RELATED DOCUMENTS ARE THE PROPERTY OF THE DESIGN TEAM & MAY NOT BE REPRODUCED BY ANY MANNER WHATSOEVER IN CONNECTION WITH ANY OTHER LOCATION OTHER THAN THIS SPECIFIC PROJECT WITH OUT THE EXPRESS WRITTEN CONSENT OF THE DESIGN TEAM.

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PACIOLI LLC. AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITH OUT THE WRITTEN PERMISSION OF PACIOLI LLC.

SCOPE OF DOCUMENT:
THESE DOCUMENTS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPTS, THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND ANY TYPE OF STRUCTURAL, MECHANICAL, ELECTRICAL SYSTEMS. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK TO BE DONE ALL WORK FOR THE FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED, THE TRADE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

No.	Date	Revisions / Submissions
1	9.23.2025	PER PLAN REVIEW COMMENTS
2	12.15.2025	PER FIRE SAFETY COMMENTS
3	12.17.2025	PER SAFE BUILT PLAN REVIEW COMMENTS
4		
5		
6		
7		
8		

SHEET TITLE
ARCHITECTURAL SITE PLAN

PROJECT NAME
AUBURN WINE & SPIRITS
1612 ATLANTA HIGHWAY, AUBURN, GA 30011

"Building Review By" [illegible]
Mar 19 2026
Dan Wilson, CBO, CFM, MCP

SEE CONDITIONS OF APPROVAL ON COVER SHEET WITH APPROVAL STAMPS

STAMP
GEORGIA
CHUNG CHENG CHANG
CERTIFICATE NUMBER
REGISTERED ARCHITECT
03/17/2026
ISSUED FOR CONSTRUCTION

[illegible] LLC
3005 MARTWATER PARK DRIVE
SUITE 101
SUWANEE, GA 30024
PHONE 470.818.7555

ISSUE DATE: JAN 22, 2024
PROJECT: AUBURN WINE
DRAWN: DINK

SHEET No.:
AS-1

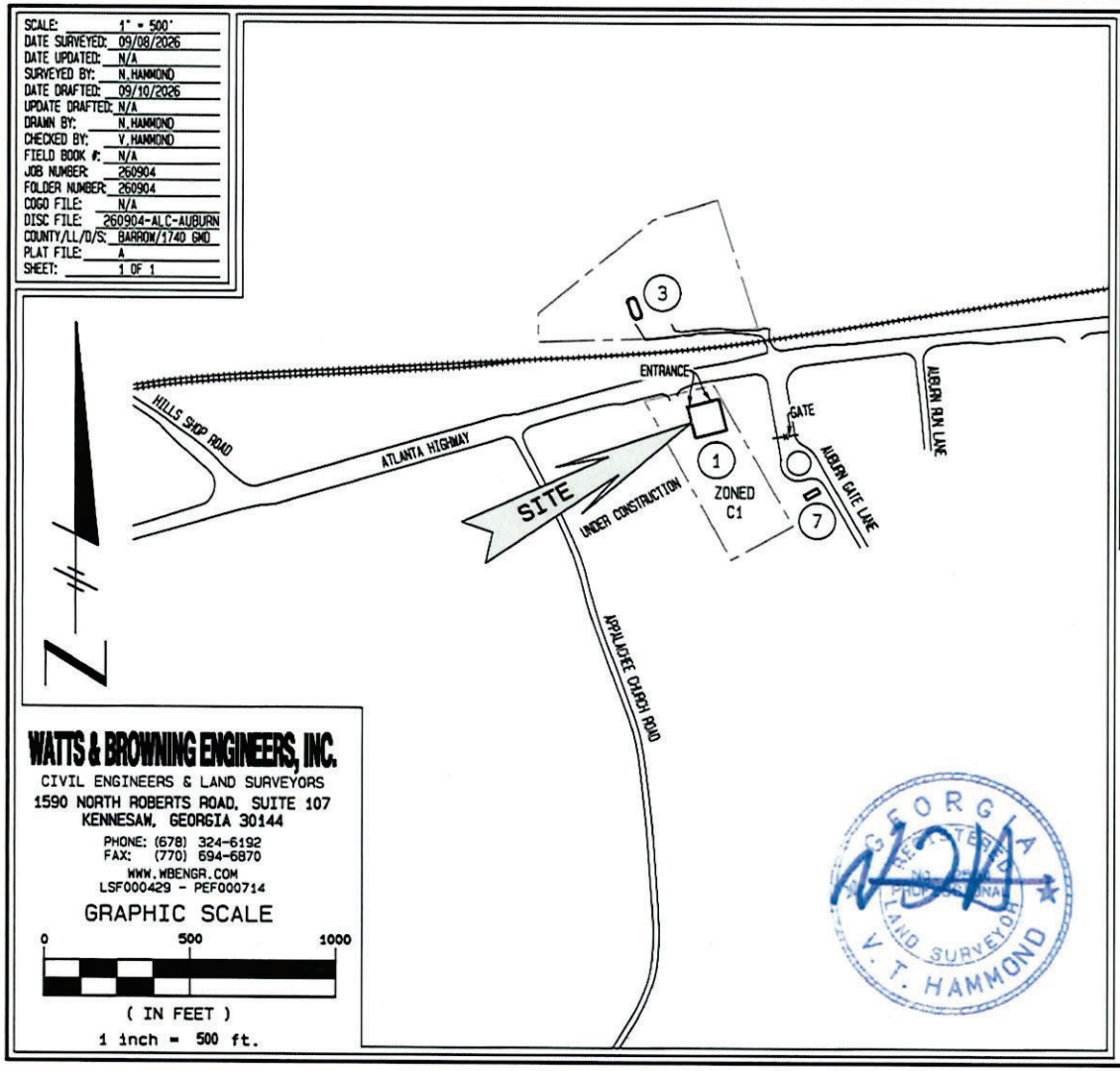
LEGAL DESCRIPTION

All that tract or parcel of land containing 3.301 acres, more or less, together with all improvements thereon, situate, lying and being in the 1740th GM District Barrow County, Georgia, in the City of Auburn, located on the southeasterly side of Georgia Highway No. 8 and being more particularly shown and designated as Tract 2 on a plat entitled "Subdivision Plat for W.R. Rooks," prepared by W.T. Dunahoo and Associates, Inc., W.T. Dunahoo, Registered Surveyor, dated January 8, 1990, revised November 9, 1995, revised December 4, 1995, recorded in Plat Book 45, Page 263, Office of the Clerk of the Superior Court of Barrow County, Georgia, which plat and record are by reference incorporated herein.

Together with that 24 foot easement of ingress and egress over, across and through Tract No. 1 as shown and designated on the above referenced plat, which easement runs from the southwesterly boundary line of Tract No. 2 in a southwesterly direction to the intersection of the northeasterly right-of-way line of Apalachee Church Road and includes an easement of ingress and egress over, across and through any driveway which is constructed from Tract No. 1 to Georgia Highway No. 8, which driveway intersects the aforesaid 24 foot ingress/egress easement and which easement is more particularly shown and delineated on the above-referenced plat and incorporated herein by reference and recorded in Book 307, Page 403.

Subject to that certain 24 foot easement of ingress and egress over, across and through Tract No. 2 as shown and designated on the above-referenced plat running from the southwesterly boundary line of Tract 1 and Tract 2 in a northeasterly direction to and including the driveway access of Tract 2 to Georgia Highway No. 8, as shown and delineated on the above-referenced plat of record and recorded in Book 307, Page 401.

SCALE:	1" = 500'
DATE SURVEYED:	09/08/2026
DATE UPDATED:	N/A
SURVEYED BY:	N.HAMMOND
DATE DRAFTED:	09/10/2026
UPDATE DRAFTED:	N/A
DRAWN BY:	N.HAMMOND
CHECKED BY:	V.HAMMOND
FIELD BOOK #:	N/A
JOB NUMBER:	260904
FOLDER NUMBER:	260904
COGO FILE:	N/A
DISC FILE:	260904-ALC-AUBURN
COUNTY/LL/D/S:	BARROW/1740 GMD
PLAT FILE:	A
SHEET:	1 OF 1



1. **SITE:** AUBURN WINE & SPIRITS (UNDER CONSTRUCTION) *ZONED C1*
   1612 ATLANTA HIGHWAY, AUBURN, GEORGIA 30011
2. **SCHOOL:** AUBURN ELEMENTARY SCHOOL
   1334 6TH AVENUE, AUBURN, GEORGIA 30011 (NOT SHOWN)
   7,935 FEET± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
3. **CHURCH:** APPALACHEE BAPTIST CHURCH
   1599 ATLANTA HIGHWAY, AUBURN, GEORGIA 30011
   835 FEET± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
4. **ALC-TRT-CTR:** BARROW COUNTY CLINIC
   98 LANTHIER STREET, WINDER, GEORGIA 30680 (NOT SHOWN)
   8.1 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
5. **HOUSING AUTHORITY:** HOUSING AUTHORITY OF THE CITY OF WINDER
   55 MARION LAY STREET, WINDER, GEORGIA 30680 (NOT SHOWN)
   7.1 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
6. **LIQUOR STORE:** DACULA CORK AND BOTTLE
   2200 HURRICANE SHOALS ROAD, DACULA, GEORGIA 30019 (NOT SHOWN)
   5.3 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
7. **RESIDENCE:** 105 AUBURN GATE LANE, AUBURN, GEORGIA 30011
   740 FEET± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE

NOTE: FOR THIS SURVEY THE DISTANCES SHOWN HEREON (UNLESS OTHERWISE INDICATED) WERE MEASURED IN ACCORDANCE WITH THE CITY OF AUBURN ORDINANCES (**SECTION 5.50.2100** E) BY MOST DIRECT ROUTE OF TRAVEL ON THE GROUND, FROM FRONT DOOR TO FRONT DOOR.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1590 NORTH ROBERTS ROAD, SUITE 107
KENNESAW, GEORGIA 30144
PHONE: (678) 324-6192
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

GRAPHIC SCALE

0 500 1000

(IN FEET)

1 inch = 500 ft.

GEORGIA REGISTERED FLORIDA LAND SURVEYOR V. T. HAMMOND

CITY OF AUBURN REQUIREMENTS
PLAT TO ACCOMPANY
ALCOHOLIC BEVERAGE LICENSE FOR
DELIGHT SPIRITS, LLC
D/B/A

AUBURN WINE & SPIRITS

1612 ATLANTA HIGHWAY NW
AUBURN, GEORGIA 30011
G.M.D. 1740
CITY OF AUBURN
BARROW COUNTY, GEORGIA

SEPTEMBER 8, 2026
SEPTEMBER 16, 2026: REVISED TO SHOW CITY OF AUBURN REQUIREMENTS

Control Number : 25190970

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

DELIGHT SPIRITS LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/23/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/01/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 9/23/2025 10:45:43 PM

BUSINESS INFORMATION

CONTROL NUMBER	25190970
BUSINESS NAME	DELIGHT SPIRITS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/23/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
DAVID KIM	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
DAVID KIM	ORGANIZER	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA
EUNHAE LEE	ORGANIZER	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	DAVID KIM
AUTHORIZER TITLE	Organizer

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (hereinafter referred to as "Lease"), made this 1st day of October and between **DELIGHT SPIRITS RE LLC** (hereinafter referred to as "Landlord") and **DELIGHT SPIRITS LLC** (hereinafter referred to as "Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of the payment of rent, and the keeping and performing of the covenants and agreements hereinafter set forth to be kept and performed by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain store premises, together with all furniture, fixtures and equipment therein, commonly referred to as **DELIGHT SPIRITS LLC** (hereinafter referred to as the "Premises") located at **1612 Atlanta Hwy, Auburn, GA 30011,** for the term, at the rental, and subject to and upon all of the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

1. TERM

A. The Premises are hereby leased and demised unto Tenant, to have and to hold, for a term ("Term") of TEN (10) year, commencing on the 1 day of October 2026, and ending at midnight on the 30 day of September 2036

B. The commencement date ("Commencement Date") of this Lease shall be the 1 day of October 2026

2. RENTAL

A. The Base Rent shall be as follows:

1. Monthly Rent during 1 month through 120 months: $15,000

Rental shall be payable at the office of the Landlord located at **1612 Atlanta Hwy, Auburn, GA 30011**, or such other place as the Landlord may, from time to time, hereafter designate by notice as provided herein.

B. In the event that a monthly Rental installment is not paid by the TENTH (10^{TH}) day of each and every month during the Term, then in each such instance Tenant shall pay FIVE Percent (5%) of the monthly Rental rate.

3. ADVANCE RENT, SECURITY DEPOSITS, PURCHASE PRICE AND INVENTORY

A. Landlord acknowledges receipt in the amount of NONE AND NO/100 DOLLARS ($0.00) representing base pro-rated rent for the first month (N/A) of the Term of this Lease.

B. Landlord acknowledges receipt in the amount of NONE AND NO/100 DOLLARS ($0.00) representing a first installment on the security deposit for Tenant's faithful performance of the terms of the Lease. Tenant shall be entitled to the return of the security deposit upon the termination or expiration of this Lease, provided that Tenant is current on all obligations to the Landlord hereunder, and the premises are in the same condition as existed at the commencement of this Lease, normal wear and tear excepted.

C. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the Term of this Lease. In the event of a sale of the building or a lease of the building, subject to this Lease, Landlord shall have the right to transfer the security to the vendee or lessee, and Landlord shall thereupon be released from all liability for the return of such security and Tenant shall look to new Landlord solely for the return of said security and this provision shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this Lease shall not be assigned or encumbered by Tenant without the consent of Landlord and any such assignment or encumbrance shall be void.

D. Landlord acknowledges receipt in the amount of NONE AND NO/100 DOLLARS ($0.00) as the purchase price of AUBURN WINE & SPIRITS located at **1612 Atlanta Hwy, Auburn, GA 30011.** It is further acknowledged by Landlord and Tenant that the transaction herein is that of only the lease of Premises, not the sale thereof.

E. Tenant and Landlord acknowledge that appraisal of inventory was taken before the Commencement Date of this Lease and that said appraisal of inventory has been paid by Tenant to Landlord before execution of this Lease.

4. CONDITION OF PREMISES

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

5. USE OF PREMISES AND LICENSES

A. Tenant covenants and agrees to use, occupy and during normal business hours operate the Premises as a PACKAGE STORE, and for no other purpose. Tenant agrees to use the Premises in a careful, safe and proper manner, and not to use or permit the Premises to be used for any purposes prohibited by applicable federal, state, county, municipal or other

governmental laws, codes, rules and regulations. Including, but not limited to any drug or drug related activity, possession of firearms, or fighting involving weapons of any kind. Tenant shall not commit waste, or suffer or permit waste to be committed, or permit any nuisances on the Premises, nor shall Tenant store or dispose of any hazardous or toxic waste or materials on or about the Premises.

B. Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner.

C. Tenant shall be responsible to obtain all applicable city, county, and state licenses, including beer and wine license and state lottery permits.

6. LANDLORD'S EQUIPMENT

A. Premises contain certain equipment, being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Equipment"). The Equipment is the property of and shall remain the property of the Landlord. Tenant agrees, at all times during the Term of this Lease and any extensions thereof, to comply with all terms, covenants, required guarantees and conditions contained in any and all agreements relating to the Equipment entered into by Landlord. Tenant agrees, at all times during the Term of this Lease and any extensions thereof, to make timely payments of any and all agreements relating to said Equipment. Tenant shall not, without the express prior written consent of Landlord, modify, alter, amend or otherwise cancel any and all existing agreements relating to said Equipment. Landlord and Tenant agree that Tenant shall not be liable for any equipment which, through no fault of Tenant, that are repossessed or removed by any leasing company.

B. Furthermore, Tenant covenants and agrees that Tenant shall at all times during the Term of the Lease maintain and make any and all reasonable repairs to the Equipment in good condition, which Landlord deems necessary or desirable. All such repairs and maintenance shall be made by the Tenant at her sole cost, but in the event Tenant fails to make such repairs or maintain the Premises as provided herein, then Landlord may, but shall not be obligated to, make such repairs and maintenance and shall charge the cost thereof to the Tenant in addition to the Rental.

7. UTILITIES

A. Tenant shall pay, as of and from the Date upon which Tenant takes possession of the Premises, all charges for electricity, water, gas, sewage and other utilities and services used by Tenant on the Premises. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same and such payment may be added to the rental of the Premises next due as additional rent.

B. Tenant shall keep the Premises clean both inside and outside, and at Tenant's sole cost and expense, shall remove or shall caused to be removed all refuse from the Premises. Tenant shall not burn any materials or rubbish of any description upon the Premises. Landlord

reserves the right to employ rubbish removal service for the Tenant. Tenant agrees to pay the costs of said service attributable to the Premises.

8. LANDLORD'S MAINTENANCE AND REPAIRS

A. Landlord agrees that upon written notice from Tenant, Landlord shall, during the Term of this Lease, keep, repair and maintain in good order and condition only the following portions of the Premises: the roof; the exterior walls; the foundation; structural parts of the floor; any load-bearing interior walls; gutters and downspouts; electrical system; and air conditioning system. Landlord shall not be required to make any repairs to windows, plate glass or doors, or to repair any damage which Landlord would otherwise be obligated to repair if caused by or resulting from the act, omission, default or negligence of Tenant, its employees, officers, agents, licensees, invitees, contractors or subcontractors

B. Landlord further covenants and agrees that it shall, at its sole cost and expense, make any and all repairs, alterations and additions which may be hereinafter required by any laws, ordinances, orders or regulations of any public authorities having jurisdiction over the Premises. However, Landlord shall not be obligated to make any such repairs, alteration and additions if same are required because of the nature of the use of the Premises by Tenant or Tenant's agents, employees or invitees or because of any breach of this Lease.

9. TENANT'S MAINTENANCE AND REPAIRS

A. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant covenants and agrees that Tenant shall at all times during the Term of the Lease maintain the Premises and make any and all repairs and replacements to the Premises that are necessary or desirable to keep, repair and maintain the Premises in good and tenantable condition at Tenant's sole cost. Tenant's repair and maintenance obligations during the Term shall include, but not be limited to, maintenance of the bathroom facilities, plumbing systems, alarm systems, surveillance systems, lighting systems, roof, exterior and interior of the Premises, parking lot and surrounding landscaping. Tenant further agrees that she shall keep, repair and maintain the gasoline systems, including, but not limited to, gasoline dispensers, lines, swivels, hoses and nozzles. All such repairs and maintenance shall be made by the Tenant at her sole cost, but in the event Tenant fails to make such repairs or maintain the Premises as provided herein, then Landlord may, but shall not be obligated to, make such repairs and maintenance and shall charge the cost thereof to the Tenant in addition to the Rental.

B. Furthermore, Tenant covenants and agrees that Tenant shall at all times during the Term of the Lease maintain and make any and all repairs and replacements to the fixtures, furnishings, appliances, and equipment in good condition, which Landlord deems necessary or desirable. Tenant shall bear responsibility for any and all damage or injury to the Premises and to the fixtures, appurtenances and equipment thereon, which damage or injury is not caused by the gross negligence or willful misconduct of Landlord, or which results from fire, explosion, air conditioning unit or system malfunctions, short circuits, flow or leakage of water, or by bursting or leaking of pipes or plumbing works or any damage or injury caused by the Tenant or Tenant's agents, employees or contractors in moving in or out of the Premises of surrounding building(s),

or installing or removing any of the Tenant's property or fixtures, or from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other cause of Tenant, her servants, employees, agents or licensees. Tenant shall cause all such damage or injury to the Premises or any improvements thereon to be repaired and restored promptly at her sole cost and expense, to the satisfaction of Landlord. All such repairs and maintenance shall be made by the Tenant at her sole cost, but in the event Tenant fails to make such repairs or maintain the Premises as provided herein, then Landlord may, but shall not be obligated to, make such repairs and maintenance and shall charge the cost thereof to the Tenant in addition to the Rental.

C. Tenant shall replace, at her sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises.

10. TENANT'S INTERIOR ALTERATIONS, ADDITIONS OR IMPROVEMENTS

A. Tenant, at its own expense, may, with Landlord's prior consent in each instance, from time to time during the Term of the Lease, make any nonstructural alterations, additions, improvements or other remodeling in and to the Premises as Tenant deems reasonably necessary or desirable for its purposes. All improvements shall, at the option of Landlord, become the property of landlord, or, if Landlord provides to Tenant a written notice not less than thirty (30) days prior to the expiration of the Term, Tenant shall, at her sole cost and expense, remove any alteration, addition or improvement, whether structural or nonstructural, made in accordance herewith, and Tenant shall restore the Premises and any damages caused by such removal at the expiration of early termination of the Term hereof.

B. Tenant agrees to make any such alterations, additions or improvements in a good, workmanlike manner, and in accordance with all valid requirements of municipal or other governmental authorities. Tenant agrees to cause any mechanics' or materialman's liens, incurred as a result of construction work instigated by or at the direction of Tenant, to be promptly paid, bonded or otherwise discharged, and hereby agrees to indemnify and hold Landlord harmless from any cost or expense occasioned thereby. If any such lien remains of record after thirty (30) days' notice from Landlord to Tenant to remove the same, then Landlord may bond, discharge or satisfy same in such manner as it deems appropriate and charge the costs and expenses thereof, including without limitation, reasonable attorneys' fees, to Tenant, and Tenant shall pay same within thirty (30) days after notice of the amount thereof.

C. Notwithstanding any other provisions in this Agreement, Tenant shall not perform any renovations, alterations, or any kind of improvements without the prior written consent of Landlord.

11. LANDLORD'S RIGHT OF ENTRY

Tenant acknowledges and agrees that Landlord may enter the Premises at any time in the event of an emergency, and at any reasonable time as follows: to examine and inspect same; to exhibit same to prospective purchasers or, during the last six (6) months of the Term hereof, to prospective tenants; to perform such repairs, alterations or other maintenance as Landlord is

obligated to perform hereunder, or as Landlord may deem necessary or proper for the safety, improvement or preservations of the premises or, if Landlord so elects in accordance with the terms hereof, to perform any obligations of Tenant's obligations hereunder. No such entry or acts of Landlord, its agents, servants or employees shall constitute or be deemed to constitute an actual or constructive eviction of Tenant, nor result in Landlord being liable for any claims or damages, or any offset, deduction, reduction or abatement of rent.

12. RULES AND REGULATIONS

Tenant shall faithfully observe and strictly comply with the reasonable Rules and Regulations as Landlord may from time to time reasonably adopt for the safety, care, and cleanliness or the preservation of good order therein.

13. COMPLIANCE WITH LAWS

Tenant, at her sole cost and expense, shall comply with all laws, orders and regulations of governmental authorities and with any direction any public officer or officers, pursuant to law, which shall impose any violation, order or duty with respect to the Premises, the use or occupation thereof.

14. ASSIGNMENT AND SUBLETTING

Landlord and Tenant agree that neither the Premises nor the Lease may be transferred, sublet in whole or in part or assigned, without the prior written consent of Landlord, which will not be unreasonably withheld. Consent to one assignment or sublease shall not destroy this provision, and all later assignments and subleases shall likewise be made only upon written notice to Landlord not less than thirty days prior to the assignment. Subtenants shall become liable directly to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability. Landlord may at its option lease the whole or any portion of the Premises directly to Tenant's prospective subtenant or assignee in which event Tenant shall be released from all liability with respect to the portion of the Premises so leased.

15. ASSIGNMENT BY LANDLORD

The Landlord may assign, convey, transfer, sell or mortgage, by way of a security instrument or otherwise, the Premises or this Lease, or any part thereof or any part hereunder without the Tenant's consent. Any assignment by Landlord of its entire interest of the Premises, or its entire rights under this Lease, shall relieve Landlord of any further obligation hereunder, except for obligations accrued at the time of such assignment. Further, the Tenant agrees that upon an assignment, sale, conveyance, transfer, or mortgage as herein described, the Tenant shall at all times perform the covenants, terms and conditions contained herein and shall attorn to such assignee, grantee, transferee or mortgagee and shall not be relieved from her obligations under this Lease.

16. MORTGAGE SUBORDINATION, AGREEMENT TO SUBORDINATE

This Lease shall be and is hereby made subject and subordinate at all times to the lien or security title of any mortgage or security deed granted now, or in the future, to or by the Landlord, which may now or hereafter affect the Premises or which is located at the Premises and to all renewals, modifications, consolidations, participation, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required unless otherwise required or requested by Landlord. In confirmation of such subordination, the Tenant agrees to promptly execute any document or certificate effectuating such subordination as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord its attorney-in-fact to execute such document or certificate for and on behalf of Tenant. Further, the Tenant agrees to promptly (within 10 days from the date of a written request to Tenant by the Landlord) execute any and all estoppel documents or certificates as the Landlord may from time to time request.

17. INDEMNIFICATION AGAINST LIABILITY

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising in any way whatsoever from Tenant's use of the Premises or the conduct of her business thereon, or from any activity, work or thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify Landlord with respect to any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant or any of its agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or as a result of proceedings brought in connection therewith; and in case any action or proceeding shall be brought against Landlord by reason mentioned above, Tenant, upon written notice from Landlord, shall immediately defend the same at Tenant's expense. Tenant, as a material part of the consideration to Landlord for this Lease, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises from any cause other than Landlord's gross negligence or willful misconduct or through the actions of third parties that are beyond the control of the Tenant.

18. INSURANCE

A. Tenant covenants and agrees to procure the following insurance coverage with respect to the Premises, in the amounts stated below and from a company or companies reasonably acceptable to Landlord and to maintain same in full force and effect at all times beginning with tender of possession of the Premises to Tenant through the expirations or termination of the Term of this Lease. Further, Tenant shall provide Landlord with a certificate of the insurance policies at the time of the execution of this Agreement:

1. Tenant shall maintain at its expense Public Liability Insurance not less than One Million and No/100 Dollars ($1,000,000) coverage with respect to the death or injury of any one person occurring in the Premises or Common Areas;

2. Tenant shall maintain at its expense fire and extended coverage of insurance on all of its personal property, including all removable trade fixtures and equipments, located in the premises and on its non-Building standard leasehold improvements and all

other additions and improvements (including fixtures) made by Tenant and not required to be insured by Landlord. Tenant hereby waives any right of action against Landlord for loss or damage covered by such insurance and Tenant covenants and agrees with Landlord that it will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against Landlord.

3. Tenant shall maintain at its expense fire and extended coverage of insurance in an amount equal to the highest insurable value on the real property, including any and all structures, buildings and improvements located on the Premises.

C. The above insurance requirements and policy amounts may be reasonably amended and increased by the Landlord, from time to time, throughout the Term of this Lease and any extensions thereof. All policies shall include and name the Landlord and Landlord's lenders as additional insured and/or loss payee.

19. DEFAULT

A. If Tenant fails to pay rent on or before due date or fails to perform Tenant's obligations hereunder; or if, Tenant makes an assignment for benefit of creditors; or if, Premises or Tenant's effects or interest should be levied upon or attached under process against Tenant, and not satisfied or dissolved within five (5) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at its option may at once, or within 6 months thereafter (but only during continuance of such default or condition) terminate this Lease by written notice to Tenant. After an authorized assignment or subletting the occurring of any of the foregoing defaults or events shall affect this Lease only if caused or happening to the assignee or sublessee. Upon such termination by Landlord, Tenant will at once surrender possession of Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

B. Landlord, as Tenant's agent, without termination of this Lease, upon Tenant's breach or default of this Lease, may at Landlord's option enter upon and rent Premises at the best price obtainable by reasonable effort, without advertisement, and by private negotiations and for any term Landlord deems proper.

C. Tenant, upon default and termination of this Lease shall pay a penalty equal to the amount of THREE months prior Rental.

20. LANDLORD'S LIEN FOR RENT

The Tenant agrees that, should Tenant be in default under this Lease, Landlord shall have a landlord's lien on all furniture and fixtures, accounts receivable, goods and chattels of Tenant, which may be brought or put on the Premises, as security for the payment of the Rental herein, and agrees that the Landlord's lien for the payment of said Rental may be enforced by any remedy available to Landlord at law or in equity, at the sole option of the Landlord. Tenant

agrees, if requested by the Landlord, to execute appropriate financing statements perfecting Landlord's lien in all such personal property of Tenant upon the execution of the Lease.

21. EARLY TERMINATION

No termination of this Lease by Tenant prior to the normal ending thereof by lapse of time or otherwise shall affect Landlord's right to collect rent for the period prior to termination thereof. Neither party shall have the right to terminate the Lease unless there is a material default in the terms of the Lease, which is not curable within a reasonable amount of time and after reasonable notice.

22. TAXES

A. PERSONAL PROPERTY TAXES: Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon the fixtures, furnishings, equipment, or upon all other personal property located in the Premises. Anything herein contained to the contrary notwithstanding, the Landlord shall have the right, at its option, to pay any such taxes before the issuance of a tax sale certificate thereon, in which event the sum so paid by the Landlord shall be reimbursed within ten (10) days after demand therefore in addition to the Rental.

B. REAL PROPERTY TAXES: During the term of this Lease, and within ten (10) days of presentment by the Landlord to Tenant of the current real property tax bill, for each year of this Lease and any extensions thereof, Tenant shall pay to the Landlord all taxes assessed or levied against or levied upon the underlying lot(s), Premises and building(s) by any governmental, city, county, or state taxing authority as general real property taxes. Anything to the contrary notwithstanding, the term general real property taxes shall include, but shall not be limited to, charges for waste fees, water and sewer charges, special lighting and/or drainage districts, county property taxes, municipal property taxes, county school taxes, and any other charge customarily found on the combined real property tax bill issued by any governmental, city, county, or state taxing authority.

C. At Landlord's option, Landlord may require Tenant to pay the above taxes, in advance, on a monthly basis based on the previous year's tax bill, and any shortages shall be adjusted and shall be paid by Tenant upon payment of the tax bill by Landlord.

23. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, if being understood and agreed that neither the method of computation of Rent nor any of the provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

24. DESTRUCTION OR DAMAGE TO PREMISES

If the Building in which premises are located is totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, this Lease shall, at the option of either party, by giving notice within thirty (30), terminate as of such destruction or damage and rental shall be accounted for as between Landlord and Tenant as of this date. If Premises are damaged or are rendered partially untenantable by any such casualty, rental shall abate in proportion to the area of Premises which cannot be used or occupied by Tenant as a result of such casualty, and Landlord shall restore premises within 150 days the date of such casualty. In no event shall rent abate if damage or destruction of Premises is the result of negligence of Tenant, its agents, or employees.

25. SIGNS

All signs used by Tenant shall be approved by Landlord prior to the installation of any such signs. Tenant shall pay for the cost of any and all such signs.

26. EMINENT DOMAIN

If all or any substantial part of Premises or the land on which Building stands or any estate therein are taken by virtue of eminent domain or are conveyed or leased in lieu of such taking, the Lease shall expire on the date when title shall vest or the term of such lease shall commence, and any rent paid for any period beyond said date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; provided, however, that widening of streets abutting the land on the building stands shall not affect this Lease, provided no part of the Building is so taken.

27. SEPARABILITY

Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

28. SEVERABILITY

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by applicable law.

29. REMEDIES CUMULATIVE

The remedies provided in this Lease are cumulative, and shall not affect, in any manner, any of the remedies that any party may have for any default or breach by the other party. The

exercise of any right or remedy shall not constitute a waiver of any other right or remedy under this Lease or provided by law or equity.

30. HOLDING OVER

If Tenant remains in possession after expiration of Term hereof, with Landlord's acquiescence and without any distinct agreement between the parties, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof. Nothing in this Paragraph shall be construed as consent by Landlord to possession of Premises by Tenant after the expiration of the Term.

31. NOTICE

A. All notices required by law or by this Lease to be given by either party to the other shall be valid only if in writing and **shall** be deemed to be duly given only if sent by registered or certified U.S. Mail, return receipt requested, postage paid, to the following respective addresses:

Landlord: DELIGHT SPIRITS RE LLC
1612 Atlanta Hwy, Auburn, GA 30011

Tenant: DELIGHT SPIRITS LLC
1612 Atlanta Hwy, Auburn, GA 30011

B. Tenant hereby appoints as its agent to receive notice of all dispossessory or distraint proceedings, the person occupying Premises; and if there is no person occupying same, then such service may be made by attachment thereof on the main entrance of the Premises. Notice shall be deemed given ten (10) days after being so deposited in the U.S. Mail or on the date personally delivered, as the case may be.

32. SUCCESSORS AND ASSIGNS

The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, legal representatives and assigns; it being understood that term "Landlord," as used in this Lease, means only the owner, or the lessee for the time being of the land and Building of which premises are a part, so that in the event of any sale or sales of property or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants obligations of Landlord hereunder accruing thereafter, and it shall be deemed without further agreement that the purchaser, or .lessee, as the case may be, has assumed and agreed to carry out and all covenants and obligations of Landlord hereunder during the period such party has possession of the land and Building. Should the land and the entire Building be severed as to ownership by sale and/or lease, then the owner of the entire Building or lessee of the entire Building that has the right to lease space in the Building to Tenants shall be deemed the "Landlord." Tenant shall be bound to any succeeding party Landlord for all the

terms, covenants and conditions hereof and shall execute any attornment agreement not in conflict herewith at the request of any succeeding party Landlord.

33. ATTORNEY'S FEES AND HOMESTEAD

If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees.

34. TERMS "LANDLORD" AND "TENANT"

The parties "Landlord" and "Tenant" and pronouns relation thereto, as used herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

35. TIME OF ESSENCE

Time is of the essence in the performance of all covenants and conditions of this lease.

36. EXCULPATION OF LANDLORD

Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Premises, and neither Landlord nor any Joint Ventures (if any), officers, directors, general partners, or shareholders, or Landlord shall have any personal liability whatsoever with respect to this Lease. Tenant's obligation and liability to Landlord with respect to this Lease shall be limited to Tenant's interest in the Premises, and Tenant shall not have any personal liability to Landlord.

37. MULTIPLE TENANTS

If more than one individual or entity comprises and constitutes Tenant, then all individuals and entities comprising Tenant are and shall each be jointly and severally liable for the due and proper performance of Tenant's duties and obligations arising under or in connection with the Lease.

38. FORCE MAJEURE

Both parties shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond their reasonable control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, and acts of God.

39. GOVERNING LAW

The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

40. GOVERNMENTAL REGULATIONS

Tenant waives the benefits of all existing and future rent control legislation and statues and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

41. ENTIRE AGREEMENT

It is agreed between Landlord and Tenant that there are no oral agreements or representations between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, representations and undertakings, if any, between the parties hereto or between the parties thereto and any real estate broker who may represent either or both of said parties and none thereof shall be used to interpret or construe this Lease. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this Lease.

42. RETURN OF PREMISES

At the termination of this Lease, Tenant shall surrender the Premises and Landlord's Equipment to Landlord, clean and in as good condition and repair as reasonable and proper use thereof will permit, reasonable wear and tear excepted. If not in default, Tenant shall have the right at the end of the Term of this Lease to remove any of Tenant's equipment, furniture, trade fixtures or other personal property placed, but not affixed to, the Premises by Tenant, provided that Tenant repairs any damages to the Premises caused by such removal within ten (10) days.

43. RIGHT OF FIRST REFUSAL

A. In the event Tenant desires to sell, transfer, convey, assign or otherwise dispose of all or substantially all of its assets, business or stock, Tenant shall give to Landlord written notice of such intent. Such notice shall specify the sales price for the assets, business or stock, as the case may be, and all other relevant conditions. Within THIRTY (30) days after the receipt of such notice from Tenant, Landlord shall notify Tenant whether or not it intends to acquire the assets, business or stock, as the case may be, at the price and on the terms and conditions specified in the notice from Tenant. If Landlord wishes to acquire the assets, business or stock, as the case may be, at the price and on the terms specified in said notice, it shall forthwith proceed to complete the acquisition thereof within thirty (30) days after receipt of said notice or within such greater or lesser amount of time as they mutually agree upon. If Landlord notifies Tenant that it does not wish to acquire the assets, business or stock, as the case may be, at the price and on the terms and conditions set forth in said notice, or if Landlord has not notified Tenant that it wishes to acquire the assets, business or stock, as the case may be, within thirty

(30) days after the receipt of said notice, then Tenant shall be entitled to sell, transfer, convey or otherwise dispose of the assets, business or stock, as the case may be, to any third party at a price and on such terms and conditions no less favorable than those set forth in said notice.

B. In the event Landlord desires to sell, transfer, convey, assign or otherwise dispose of all or substantially all of the Premises, Landlord shall give to Tenant written notice of such intent. Such notice shall specify the sales price for the Premises and all other relevant conditions. Within THIRTY (30) days after the receipt of such notice from Landlord, Tenant shall notify Landlord whether or not it intends to acquire the Premises at the price and on the terms and conditions specified in the notice from Landlord. If Tenant wishes to acquire the Premises at the price and on the terms specified in said notice, it shall forthwith proceed to complete the acquisition thereof within thirty (30) days after receipt of said notice or within such greater or lesser amount of time as they mutually agree upon. If Tenant notifies Landlord that it does not wish to acquire the Premises at the price and on the terms and conditions set forth in said notice, or if Tenant has not notified Landlord that it wishes to acquire the Premises within thirty (30) days after the receipt of said notice, then Landlord shall be entitled to sell, transfer, convey or otherwise dispose of the Premises to any third party at a price and on such terms and conditions no less favorable than those set forth in said notice.

44. HAZARDOUS SUBSTANCES

Notwithstanding anything to the contrary contained herein:

(a) The Tenant will comply with all federal, state and local rules, regulations and ordinances pertaining to the storage, use and dispensing of gasoline products, and all equipment used in connection therewith on the Premises, including, but not limited to, payment of all costs and expenses incurred in connection with any required or elective modifications or upgrading of any gasoline equipment or storage tanks located on the Premises. Furthermore, Tenant will provide to Landlord on a monthly basis copies of all reports required to be filed with any governmental or quasi-governmental agency having jurisdiction over the Premises pertaining to the dispensing of gasoline products thereon, including, but not limited to, requirements of the Georgia "GUST" Fund.

(b) Except for the storage, use and dispensing of gasoline products by the Tenant in compliance with all federal, state and local rules, regulations and ordinances pertaining to the same, Tenant hereby covenants that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be placed, held, located, or disposed of, in, on or at the Premises or any part thereof.

(c) For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") or the list of toxic pollutants designated by Congress or the EPA, or which are defined as hazardous, toxic, pollutant, infectious, or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating,

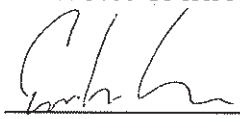
relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous wastes, substances, or material, as now or at any time hereafter in effect.

(d) Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, damages, injuries, expenses (including reasonable attorney's fees actually incurred), costs of any settlement of judgment, and claims of any and every kind whatsoever, paid, incurred, suffered by or asserted against Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees actually incurred), costs of any settlement or judgment or claim asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local "Super Fund" or "Super Lien" laws, or the statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substances. The indemnifications of the Tenant set forth in this subparagraph relate to the matters set forth herein that occur on or after the Commencement Date hereof.

45. SPECIAL STIPULATIONS

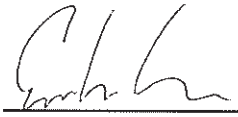
NONE.

LANDLORD:
DELIGHT SPIRITS RE LLC



BY: EUNHAE LEE
Managing Member

TENANT:
DELIGHT SPIRITS LLC



BY: EUNHAE LEE
Managing Member

MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

CITY OF AUBURN
MAYOR AND COUNCIL
MEETING IN COUNCIL CHAMBERS
September 10, 2026
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

Present: Mayor:	**Richard Roquemore**
Council Member:	**Taylor Sisk**
Council Member:	**Jamie L. Bradley**
Council Member:	**Joshua Rowan**
Council Member:	**Johnathen Eggleston**

Council Member Sisk was absent.

City Staff in Attendance: Michael Parks, Chief Hodge, Brooke Haney, Sgt Pharr, Cathy Loggins

Also in Attendance: Jack Wilson

Mayor Roquemore called the meeting to order at 6:00 pm.
Mayor Roquemore gave a dedication to Robert "Bob" Vogel
Pastor Rico Ruiz gave the Invocation.
Mayor Roquemore gave the pledge.

Council Reports and Announcements

Mayor Roquemore asked for any staff or Council reports or announcements. There were none.

PUBLIC HEARING
Mayor Roquemore asked for a motion to open the Public Hearing regarding the Text amendment to the City's Zoning Ordinance.
Motion: Made by **Council Member Sisk** to open the public hearing.
Second: Made by **Council Member Rowan**
Mayor Roquemore asked for any discussion, there was none. Votes were taken with all members voting yes.

Item 1:
Mayor Roquemore asked **Michael Parks**, to present Text amendment to the City's Zoning Ordinance.
Michael Parks presented the Text amendment to the City's Zoning Ordinance.
Mayor Roquemore opened the floor for ten minutes for public comments in favor of the Text amendment to the City's Zoning Ordinance
Mayor Roquemore opened the floor for ten minutes for public comments in opposition of the Text amendment to the City's Zoning Ordinance
Mayor Roquemore asked for a motion to close public hearing.

Motion: Made by **Council Member Sisk** to close public hearing.
Second: Made by **Council Member Bradley**
Mayor Roquemore asked for any discussion, there was none**.** Votes were taken with all members present voting yes.

Mayor Roquemore asked for Council Reports and Announcements. **Mayor Rick Roquemore** Gave a statement to give appreciation to all the staff for the hard work that was given on the City of Auburn's FY 2027 Budget.

NEW BUSINESS

Citizen Comments on Agenda Items
Mayor Roquemore asked for any citizen comments for items on tonight's agenda. There were none.

Item 2: Consent Agenda
a. Council Business Meeting Minutes- August 13, 2026
b. Council Pre-Budget Meeting Minutes- August 20, 2026
c. Council Workshop Meeting Minutes- August 27, 2026
d. Text amendment to the City's Zoning Ordinance Section 17.90.110.D.1
e. FY 2027 City of Auburn Proposed Budget

Mayor Roquemore asked for a motion to approve the consent agenda.
Motion: Made by **Council Member Sisk** to approve the Consent Agenda
Second: by **Council Member Rowan**
Mayor Roquemore asked for any discussion, **Council Member Sisk** acknowledge the Millage Rate drop. **Council Member Bradley** questioned there not being a Public Hearing for the Millage Rate due to it dropping. Votes were taken with all members present voting yes.

Mayor Roquemore asked for any citizen comments.
Chase Rawling commented on Continuous flow of water alarms.

Mayor Roquemore asked for a motion to adjourn the meeting.
Motion: made by **Council Member Bradley** to adjourn
Second: Made by **Council Member Rowan**.
Vote was taken with all members present voting yes, the meeting was adjourned.

Respectfully submitted,
Read and approved this _____ Day of March 2026

Attest:

_____
Mayor Richard E. Roquemore

MAYOR
Rick E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggelston

CITY OF AUBURN
SPECIAL CALLED MEETING
MEETING September 24, 2026
5:45 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

Present: Mayor:	**Richard Roquemore**
Council Member:	**Joshua Rowan**
Council Member:	**Johnathen Eggelston**
Council Member	**Taylor Sisk**
Council Member	**Jamie Bradley**

City Staff in Attendance: Michael Parks, Chief Hodge, Brooke Haney, Cathy Loggins
Mayor Roquemore called the meeting to order at 5:45 pm.

Mayor Roquemore asked for a motion to go into Executive Session for Potential Litigation.
Motion: Made by **Council Member Rowan** to go into Executive Session for Potential Litigation.
Second: By **Council Member Eggelston**
Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes.

After the Executive Session, the City Attorney reported that during the Executive Session the Council met to discuss Potential Litigation Matter as allowed by the Open Meetings Act. There were no votes taken and no evidence received in the Executive Session. The original affidavit and resolution have been signed and delivered to the staff to be included within the minutes of this meeting.

Mayor Roquemore asked for a motion to close Executive Session for Potential Litigation.
Motion: Made by **Council Member Rowan** to closed Executive Session for Potential Litigation.
Second: By **Council Member Eggelston**
Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes.

Respectfully submitted,
Read and approved this _____ Day of October 2026

Attest:

_____
Mayor Richard E. Roquemore

MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael Parks

CITY COUNCIL
Taylor J. Sisk
Jamie l. Bradley
Joshua Rowan
Johnathen Eggelston

CITY COUNCIL WORKSHOP MEETING

September 24, 2026
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

Mayor:	**Richard Roquemore**
Council Member:	**Joshua Rowan**
Council Member:	**Johnathen Eggelston**
Council Member	**Taylor J. Sisk**
Council Member	**Jamie L. Bradley**

City Staff in Attendance: Michael Parks, Chief Hodge, Brooke Haney, Cathy Loggins, Marc Pharr
Also in Attendance: Jack Wilson

Mayor Roquemore called the meeting to order at 6:00 pm.

Council Reports and Announcements
Mayor Roquemore asked for Council Reports and Announcements. There were none.
Mayor Roquemore asked for a motion to amend the agenda to add Item 5-Barrow County IGA
Motion: Made by **Council Member Rowan** to amend the agenda to add Item 5- Barrow County IGA
Second: Made by **Council Member Eggleston**
Mayor Roquemore asked for a vote. Vote taken with all members present voting yes.

WORKSHOP ITEMS FOR DISCUSSION
New Business
Item 1: Introduction of Truck Route Fines
Chief Hodge Presented
Placed on October 8, 2026, Council Business Agenda
Item 2: New Pursuit Policy
Chief Hodge Presented
Placed on October 8, 2026, Council Business Agenda
Item 3: Roadside Tree Trimming Services

Michael Parks Presented
Placed on October 8, 2026, Council Business Agenda
Item 4: Paving Projects
Michael Parks Presented
Discussion took place.
Item 5: Barrow County IGA
Michael Parks Presented
Placed on October 8, 2026, Council Business Agenda

Mayor Roquemore asked for any citizen comments. There were none.

There being no further business, the meeting was adjourned.

Read and approved this _____Day of October 2026
Attest:

_____
Mayor Richard E. Roquemore

MAYOR
Rick E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggelston

CITY OF AUBURN
SPECIAL CALLED MEETING
MEETING October 8, 2026
5:50 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

Present: Mayor:	**Richard Roquemore**
Council Member:	**Joshua Rowan**
Council Member:	**Johnathen Eggelston**
Council Member	**Taylor Sisk**
Council Member	**Jamie Bradley**

City Staff in Attendance: Michael Parks, Chief Hodge, Marc Pharr, Cathy Loggins
Mayor Roquemore called the meeting to order at 5:45 pm.

Mayor Roquemore asked for a motion to go into Executive Session for Potential Litigation.
Motion: Made by **Council Member Rowan** to go into Executive Session for Potential Litigation.
Second: By **Council Member Sisk**
Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes.

After the Executive Session, the City Attorney reported that during the Executive Session the Council met to discuss Potential Litigation Matter as allowed by the Open Meetings Act. There were no votes taken and no evidence received in the Executive Session. The original affidavit and resolution have been signed and delivered to the staff to be included within the minutes of this meeting.

Mayor Roquemore asked for a motion to close Executive Session for Potential Litigation.
Motion: Made by **Council Member Bradley** to closed Executive Session for Potential Litigation.
Second: By **Council Member Sisk**
Mayor Roquemore asked for any discussion. There was none. Votes were taken with all members present voting yes.

Respectfully submitted,
Read and approved this _____ Day of November 2026

Attest:

_____
Mayor Richard E. Roquemore

MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

CITY OF AUBURN
MAYOR AND COUNCIL
MEETING IN COUNCIL CHAMBERS
October 8, 2026
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

Present: Mayor:	**Richard Roquemore**
Council Member:	**Taylor Sisk**
Council Member:	**Jamie L. Bradley**
Council Member:	**Joshua Rowan**
Council Member:	**Johnathen Eggleston**

City Staff in Attendance: Michael Parks, Chief Hodge, Marc Pharr, Cathy Loggins

Also in Attendance: Jack Wilson

Mayor Roquemore called the meeting to order at 6:00 pm.
Pastor Damiel Morganroth gave the Invocation.
Mayor Roquemore gave the pledge.

Council Reports and Announcements

Mayor Roquemore asked for any staff or Council reports or announcements. There were none.

Citizen Comments on Agenda Items
Mayor Roquemore asked for any citizen comments for items on tonight's agenda. There were none.

NEW BUSINESS

Item 1: **Consent Agenda**

a) Truck Route Fines and Ordinance Amendment
b) Pursuit Policy
c) Roadside Tree Trimming Services
d) Barrow County IGA

Mayor Roquemore asked for a motion to approve the consent agenda.
Motion: Made by **Council Member Sisk** to approve the Consent Agenda
Second: by **Council Member Eggleston**
Mayor Roquemore asked for any discussion, There was none. Votes were taken with all members present voting yes.

Mayor Roquemore asked for any citizen comments.

Mayor Roquemore asked for a motion to adjourn the meeting.
Motion: made by **Council Member Rowan** to adjourn
Second: Made by **Council Member Eggleston**.
Vote was taken with all members present voting yes, the meeting was adjourned.

Respectfully submitted,
Read and approved this _____ Day of November 2026

Attest:

_____
Mayor Richard E. Roquemore

MAYOR
Rick E. Roquemore

CITY ADMINISTRATOR
Michael Parks

CITY COUNCIL
Taylor J. Sisk
Jamie l. Bradley
Joshua Rowan
Johnathen Eggelston

CITY COUNCIL WORKSHOP MEETING

October 22, 2026
6:00 PM
Council Chambers
1 Auburn Way
Auburn, GA 30011

Mayor:	**Richard Roquemore**
Council Member:	**Joshua Rowan**
Council Member:	**Johnathen Eggelston**
Council Member	**Taylor J. Sisk**
Council Member	**Jamie L. Bradley**

City Staff in Attendance: Chief Hodge, Brooke Haney, Cathy Loggins
Also in Attendance: Jack Wilson

Mayor Roquemore called the meeting to order at 6:00 pm.

Council Reports and Announcements
Mayor Roquemore asked for Council Reports and Announcements. Brooke Haney announces Auburnfest.

WORKSHOP ITEMS FOR DISCUSSION
New Business
Item 1: Transfer Alcohol License 1612 Atlanta Hwy
Jack Wilson Presented
Placed on November 12, 2026, Council Business Agenda
Item 2: Gwinnett County IGA - Shackelford Park
Jack Wilson Presented
Placed on November 12, 2026, Council Business Agenda
Item 3: Water Rate Update
Jack Wilson Presented
Placed on November 12, 2026, Council Business Agenda
Item 4: Mainstreet MOU Renewal
Jack Wilson Presented

Placed on November 12, 2026, Council Business Agenda

Mayor Roquemore asked for any citizen comments. There were none.

There being no further business, the meeting was adjourned.

Read and approved this _____Day of November 2026
Attest:

_____

Mayor Richard E. Roquemore

MAYOR
Richard E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

AGENDA ITEM: 1f

TO: Mayor and Council

FROM: Michael Parks
City Manager

DATE: October 22, 2026

PURPOSE To consider an ordinance amending the City of Auburn's Water System Ordinance to adopt an updated water rate schedule for customers inside and outside the City limits

BACKGROUND: The City is nearing completion of its raw water storage and treatment project, which will provide a reliable source of safe drinking water for City residents and customers for years to come. As part of the ongoing management and improvement of the City's water system, City engineers and public utility staff have reviewed the existing Water System Ordinance and recommend the proposed amendments.

The ordinance adopts the updated water rate schedule attached as Exhibit A and amends Section 13.04.140 to require each commercial, office, industrial, or agricultural user, owner, or tenant to obtain a separate meter to ensure accurate measurement of water usage in accordance with applicable state law.

RECOMMENDATION: Staff recommends approval of the ordinance amending the City of Auburn's Water System Ordinance, including the updated water rate schedule and separate metering requirements for non-residential users.

FUNDING: N/A

ATTACHMENTS: Updated Water Rate Sheet
Ordinance to Amend Water System Ordinance

ORDINANCE NO. ____26-006____

AN ORDINANCE TO AMEND
THE CITY'S WATER SYSTEM ORDINANCE

WHEREAS, the City operates the public water system for the benefit of its citizens and customers inside and outside the City limits; and

WHEREAS, the City is in the process of completing a raw water storage and treatment project which will secure safe drinking water for the citizens and customers of the City for generations to come; and

WHEREAS, the City's current Ordinance related to its Water System should be updated; and

WHEREAS, the City's engineers and public utility staff have reviewed the Ordinance and recommend adoption of the Amendment outlined herein; and

WHEREAS, the Amendment is in the best interest of the health, safety and welfare of the citizens of the City to adopt this Ordinance;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS as follows:

Section 13.04.090 Water Rate Schedule. The new Water Rate Schedule for customers inside and outside the City limits is approved and adopted in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 13.04.140 Prohibited Acts is Amended to add the following subsection:

> **13.04.140A(9).** For all non-residential users (commercial, office, industrial or agricultural), each user, owner or tenant must obtain its own meter so that water usage may be properly measured in accordance with State law.

This Ordinance shall be effective immediately upon its adoption by the Council. All other and further Ordinances and parts of Ordinances shall remain in full force and effect. Any conflicting Ordinance or any prior rates in conflict with the foregoing are hereby repealed.

If any portion of this Ordinance is determined by a Court of competent jurisdiction to be invalid or unenforceable, the rest and remainder of this Ordinance shall continue in full force and effect.

SO ORDAINED, this ____ day of November, 2026.

Richard E. Roquemore, Mayor	Taylor J. Sisk, Council Member
Johnathen Eggleston, Council Member	Jamie L. Bradley, Council Member
Joshua Rowan, Council Member	

ATTEST:

Brooke Haney, City Clerk

City of Auburn Utility Rates

Approved by Council July 1, 2025 Wholesale Water Rate Increase by 5%

Water Rates Effective for Bill August 1, 2026

Residential Service Inside the City Limits

Base Rate	$ 18.20
Base Rate - Senior 65+	$ 12.13

Consumption Rates

From	To	Rate Per 1000 Gallons
0	1000	$ 8.91
1001	2000	$ 9.27
2001	3000	$ 9.64
3001	4000	$ 9.97
4001	5000	$ 10.34
5001	6000	$ 10.84
6001	7000	$ 11.20
7001	8000	$ 11.53
8001	9000	$ 11.93

Residential Service Outside the City Limits & Non Residential Service

Base Rate	$ 24.26
Base Rate - Senior 65 +	$ 14.56

Consumption Rates

From	To	Rate Per 1000 Gallons
0	1000	$ 9.76
1001	2000	$ 10.10
2001	3000	$ 10.45
3001	4000	$ 10.84
4001	5000	$ 11.20
5001	6000	$ 11.67
6001	7000	$ 12.05
7001	8000	$ 12.40
8001	9000	$ 12.77

Sewer Rate Residential & Commercial

Minimum Monthly Base	$ 17.00
Usage per 1000 Gallons	$ 6.15
Maintenance Fee	$ 5.00
BC Sewer Admin Fee	7%

Garbage - Republic Services 678-963-2873

Rate	$ 31.73
Extra Can	$ 14.64
Deposit	$ 55.00
Garbage Nonpayment Reconnect	$ 45.00

Other

Deposit for Service (Cash/Money Order only)	$ 100.00
Deposit for Hydrant Meters	$1,500.00
Fee for Lost/Damaged Hydrant Meter	$1,000.00
Meter Box/Lid Replacement	$ 100.00
Administrative Fee	$ 25.00
Re-Read Fee - Customer Request	$ 25.00
After Hours Reconnection	$ 325.00
Insufficient Funds Fee	$ 36.00
Tampering Fee	$ 500.00
Penalty	10.00%
Damage to meter or components Fee	$ 400.00
Cuton/Cutoff for Inspections	$ 25.00
New Water Service Connection Fee - Per Residence	$5,250.00
Relocate Water Meter - Meter Box	$4,000.00

City of Auburn
Utility Rates

Approved by City Council November 12, 2026

Wholesale Water Rate Increase

Water Rates Effective for Bill November 1, 2027 with water conservation structure

Residential Service Inside the City Limits

Base Rate	$ 18.20
Base Rate - Senior 65+	$ 12.13

Consumption Rates per Billing Period

From	To	Rate Per 1000 Gallons
0	1000	$ 8.92
1001	2000	$ 9.27
2001	3000	$ 9.65
3001	4000	$ 9.98
4001	5000	$ 10.34
5001	6000	$ 10.85
6001	7000	$ 11.20
7001	8000	$ 11.54
8001	9000	$ 11.93
9001	10,000	$ 11.93
10001	11,000	$ 11.93
11001	12,000	$ 11.93
12001	13,000	$ 11.93
13001	14,000	$ 11.93
14001	15,000	$ 11.93
15001	20,000	$ 11.93
20001	25,000	$ 11.93
25001	30,000	$ 11.93
30001	35,000	$ 11.93
35,001	100,000	$ 11.93

Residential Service Outside the City Limits & Non-Residential Service

Base Rate	$ 25.47
Base Rate - Senior 65 +	$ 15.29

Consumption Rates per Billing Period

From	To	Rate Per 1000 Gallons
0	1000	$ 10.35
1001	2000	$ 10.76
2001	3000	$ 11.19
3001	4000	$ 11.64
4001	5000	$ 12.11
5001	6000	$ 12.59
6001	7000	$ 13.16
7001	8000	$ 13.75
8001	9000	$ 14.40
9001	10,000	$ 15.09
10001	11,000	$ 15.81
11001	12,000	$ 16.56
12001	13,000	$ 17.38
13001	14,000	$ 18.34
14001	15,000	$ 19.35
15001	20,000	$ 20.51
20001	25,000	$ 21.95
25001	30,000	$ 23.70
30001	35,000	$ 25.83
35001	100,000	$ 28.42

Addition Utility Rate information presented on Page 2 of 2

City of Auburn
Utility Rates

Approved by City Council November 12, 2026

Wholesale Water Rate Increase

Water Rates Effective for Bill November 1, 2027 with water conservation structure

Sewer Rate
Residential & Commercial

Minimum Monthly Base for FIRST 1000 Gallons	$	17.00
Usage per 1000 Gallons ABOVE 1000 Gallons	$	6.15
Maintenance Fee	$	7.50
Barrow County Admin. Fee		7%

Garbage - Republic Services 678-963-2873

Rate	$	23.30
Extra Can	$	13.20
Deposit	$	50.00
Garbage Nonpayment Reconnect	$	45.00

Other

Service Deposit (Cash/Money Order only)	$	100.00
Deposit for Hydrant Meters	$	1,500.00
Fee for Lost/Damaged Hydrant Meter	$	1,000.00
Meter Box/Lid Replacement	$	100.00
Administrative Fee	$	25.00
Re-Read Fee - Customer Request	$	25.00
After Hours Reconnection	$	325.00
Insufficient Funds Fee	$	36.00
Tampering Fee	$	500.00
Penalty for Late Payment		10.00%
Damage to Meter or Components Fee	$	400.00
Cut-on/Cut-off for Inspections	$	25.00
New Water Connection Fee per Unit	$	5,500.00
Relocate Water Meter - Meter Box	$	4,000.00

New Water Service Connection Fees

Water Meter Size inches	Capacity Ratio to Unit Meter	Proposed New Service Connection Fee
0.75	1.000	$5,500.00
1	2.000	$11,000.00
1.5	4.000	$22,000.00
2	7.112	$39,117.00
3	16.000	$88,000.00
4	28.444	$156,444.00
6	64.000	$352,000.00
8	114.000	$627,000.00
10	178.000	$979,000.00

Note: The new water service connection fees for meters larger than residential equivalent unit (0.75 inch) is for allocation of the system infrastructure cost to provide that service. New service water users are responsible for the cost of meter and installation for a meter larger than 1.5 inch. New Master Meters are no longer allowed within the Auburn Drinking Water System service area. Unit is defined as one single family house, one apartment, one townhouse, one office, one retail commercial unit, one industrial unit/bay, one institutional room, one individual building/lot, or similar land use.

MAYOR
Richard E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

AGENDA ITEM: 2a

TO: Mayor and Council

FROM: Jack Wilson
City Attorney

DATE: October 22, 2026

PURPOSE: To consider the transfer of an existing alcohol license for package sales of distilled spirits.

BACKGROUND: Delight Spirits, LLC has submitted an application to transfer an existing alcohol license to operate a package store at 1612 Atlanta Highway (Tax Parcel AU05 021). The application is for the transfer of a license for package sales of distilled spirits pursuant to Section 5.50 of the City Code. The location was previously approved by the City Council.

RECOMMENDATION: Staff recommend that the Mayor and Council consider approval of the alcohol license transfer application submitted by Delight Spirits, LLC.

FUNDING: N/A

ATTACHMENTS: Application

Auburn
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MAYOR
Rick E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

September 22, 2026

Elizabeth Mahoney, Esq.
3789 Roswell Rd
Atlanta, GA 30342

RE: Zoning Verification of 1612 Atlanta Hwy (tax map parcel AU05 021)

To Ms. Mahoney, Esq.,

The zoning of the above-mentioned property is confirmed as **C-1: Neighborhood Business District.** This parcel has maintained a C-1 zoning designation since 2021 or earlier. An 11,550 square foot commercial space is currently under construction at the site, intended to be an alcoholic beverage retail store.

At their public meeting on April 20, 2023, the Auburn Mayor and City Council approved a request to redevelop the subject property from a one-story commercial space into a new-build alcoholic beverage retail store. The following conditions of approval were adopted:

1. The development shall be consistent with the requirements of Section 5.50, Sale of Package Distilled Spirits Prohibited.
2. The property shall be developed in accordance with the material submitted as part of this application. More specifically, the site plan entitled "Site Plan for 1612 Atlanta Highway" dated 3/3/2023, the proposed floor plan dated Jan. 5, 2023, and the architectural renderings dated Jan. 5, 2023.
3. The lighting for the development shall be of a non-spill and downward pointing to preserve the dark skies within the city.
4. The redevelopment of the property shall be in accordance with all City of Auburn Municipal Code standards including Title 16 Development Regulations of the City of Auburn.

The original commercial building was approved for demolition in 2024 and subsequently destroyed. In June 2025, an LDP for the new construction on the site was issued following several rounds of civil plan review.

In March 2025, staff received an administrative variance request to reduce the minimum required parking space quantity from 58 to 53 for the proposed development. This request was granted on May 27, 2025, in accordance with Code Sec. 17.100.030.

In December 2025, the City received an application to subdivide the subject site into two (2) lots. This request was processed as an exemption plat as it satisfied the provisions of Code Sec. 16.12.040.C. Following City approval, the plat was recorded with the Barrow County Clerk of Couty on January 29, 2026. This action created tax map parcel AU05 021B, which is located immediately south and west of the subject property.

On April 1, 2026, the City issued a building permit for development of the retail building. Presently, staff is not aware of any violations of the Zoning Ordinance.

The site is identified as Corridor Commercial on the Future Land Use Map in the 2023 Comprehensive Plan. This area envisions commercial uses that "require a location accessible to large numbers of people and serve substantial portions of the community. Predominantly located along Atlanta Highway. Includes civic space."

Sincerely,

Leigh Anne Bland
Community Development Coordinator
labland@cityofauburn-ga.org
770-963-4002 ext. 206

SARD & LEFF LLC

3789 Roswell Road
Atlanta, Georgia 30342
Phone: (770) 644-0800
Fax: (770) 644-0808

www.sardandleff.com

September 18, 2026

Sender's e-mail:
emahoney@sardandleff.com

VIA FEDEX

Ms. Leigh Anne Bland
Community Development Coordinator
City of Auburn
1 Auburn Way
Auburn, GA 30011

RE: City of Auburn Alcoholic Beverage Application (Change of Ownership) of Delight Spirits LLC d/b/a Auburn Wine & Spirits – 1612 Atlanta Hwy. NW, Auburn, GA 30011; Ms. Eunhae Lee, Proposed Applicant

Dear Ms. Bland:

This firm is assisting Delight Spirits LLC ("DS") with regard to its above referenced application for an alcoholic beverage license for retail package sales of malt beverages, wine, and distilled spirits with Sunday sales at the above business (the "Store"). DS wishes to receive its alcohol license as soon as possible. Enclosed please find the following documents which comprise DS's application:

1. One (1) cashier's check made payable to the "City of Auburn" in the amount of $6,175.00 for the anticipated alcohol license fee;

2. One (1) cashier's check made payable to "City of Auburn" in the amount of $500.00 for the alcohol license application fee;

3. One (1) cashier's check made payable to "City of Auburn" in the amount of $135.00 for the business license fee;

4. One (1) City of Auburn Occupation Tax Certificate Application;

5. One (1) City of Auburn Private Employer Affidavit for the business license application;

6. One (1) City of Auburn SAVE affidavit for the business license application, along with a copy of the Georgia driver's license for Ms. Eunhae Lee, who we are advised is the sole managing member of DS;

7. One (1) City of Auburn Alcohol Permit Application;

8. One (1) City of Auburn Private Employer Exemption Affidavit for the alcohol license application;

9. The following documents for Ms. Eunhae Lee, proposed Applicant:

   a. One (1) City of Auburn Criminal History and Background Check Consent Form;
   b. One (1) City of Auburn Affidavit Verifying Residency Status;
   c. A copy of Ms. Lee's Georgia driver's license;
   d. Two (2) fingerprint cards; and
   e. One (1) Personal Financial Statement;

10. The following documents for Mr. George M. Rice, proposed Registered Agent for service of process:

   a. One (1) City of Auburn Registered Agent Form; and
   b. A copy of Mr. Rice's Georgia driver's license;

11. The following documents for the Store:

   a. Floor plan;
   b. Site plan; and
   c. Legal Description of the subject property;

12. One (1) alcoholic beverage distance survey;

13. Copies of the following corporate documents for DS:

   a. Certificate of Organization from the Secretary of State of Georgia; and
   b. Articles of Organization; and

14. The Commercial Lease Agreement between Delight Spirits RE LLC, who has contracted to purchase the Store property and DS.

We will provide copies of the Zoning Verification and City of Auburn and Fire Marshal Certificates of Occupancy upon our receipt of the same. We confirm the following regarding the enclosed application:

a. Ms. Lee may required to complete a background check with the City of Auburn Police Department ("APD"). If so, p**lease notify us when Ms. Lee may schedule her appointment with the APD**;

b. Mr. Rice may be required to complete a background check with the APD. If so, **please notify us when Mr. Rice may schedule his appointment with the APD**;

c. The application will be considered by the City of Auburn City Council at a public hearing. **Please notify our office of the date and time of the scheduled hearing date, which we understand Ms. Lee is required to attend**;

d. Your office will coordinate a legal advertisement of the application in the local newspaper; and

e. Our client is **not** required to post a public notice sign at the property to notify the public of the application.

Please contact us immediately if any of our above understandings are incorrect or inaccurate. Please do not hesitate to contact us should you require any additional information or documentation regarding our client's applications. Best regards.

Sincerely,

SARD & LEFF, LLC

Elizabeth Mahoney

EM/sh
Enclosures

cc: Jack Wilson, Esq. (via e-mail w/o enclosures)
Ms. Eunhae Lee (via e-mail w/o enclosures)
Mr. Kishan Patel (via e-mail w/o enclosures)
Michael Sard, Esq.

Sant Sairam
(3463-001)

Rev: 09/2014

P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Alcohol Permit Application Checklist

Yes	No	
☐	☒	New Business (Business license, certificate of Occupancy, etc) (Application enclosed)
☒	☐	City of Auburn Alcohol Permit Application fully completed, signed, dated and notarized?
☒	☐	Copy of applicant(s) state driver's license and a copy of the State of Georgia Alcoholic License Application
☒	☐	Copy of the lease agreement or deed attached. **[Ord.5.50.360]**
☒	☐	Copy of Occupational Tax or Occupational Tax Application attached
☒	☐	Complete sets of fingerprints for each owner, registered agent and/or corporate officer(s)? **Fingerprints will be forwarded to the Georgia Crime Information Center and files may be searched by the City of Auburn Police Department, upon their discretion, within a period of two years immediately preceding the date of such application for any instance of criminal activity. The federal records, if any, shall be obtained and returned to the agency considering such application.**
☒	☐	Is the applicant a U.S. Citizen or a permanent resident alien?
N/A ☐	☐	Has the Pourers permit been fully completed, signed and dated.
☒	☐	Is the applicant at least 21 years of age?
N/A ☐	☐	Applicant (Pourers Permit) meets the requirement of the Ordinance? **[Ord. 5.50.320] Every partner, corporate officer and trustee that will be pouring or serving alcohol must submit a pourer's permit along with applicable fees**
☒	☐	Application accompanied by a certified check, money order, or cash for all permit fees.
☒	☐	License fee and separate check and/or cash in the amount of $500 o defray administrative costs? **(Note: Administrative defrayment fee of $500.00 is non-refundable [Ord.5.50.1200]. This fee includes the criminal and background history for the owner or registered agent only. All other partners, corporate officers, and trustees must fill out a separate consent form and submit with fingerprints and pay the required fees.)**
☐	☒	Is the business a Corporation? If you answered yes to the above question then you need to provide the following 1. Names of shareholders having more than 5% interest in the business 2. Registered agent information 3. Manager, partners, officers information provided? 4. Two copies of each person's (owner, manager, partner, officer, etc.) driver's license. The copy of the driver's license must be legible. 5. A pourer's permit application and fees must be submitted for each applicant.
☒	☐	Are details plans of the building and outside premises attached? **If a new building is being built, proposed plans and specification and a building permit of the proposed building must be attached to the application. [Ord.5.50.360]**

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P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Alcohol Permit Application Checklist

Yes	No	
☒	☐	Are the building(s) in compliance with applicable City, County, State of Georgia Alcoholic Beverage Codes, State Revenue Commissioner, State Minimum Standard Building and Life Safety Codes? **[Ord.5.50.360]**
☒	☐	Is the county plat map attached to the application? (Survey with a legal description of the site may be used in place of the plat map)
☒	☐	Is the distance from the premises to any school building, Kindergarten, Day Care Center, Church, Municipal Park or Municipal Recreation Area more than 300 feet. **Distance shall be measured in a straight line from the main entrance of the school or church building in question to the main entrance of the establishment for the sale of alcoholic beverages [Ord..5.50.050 (d)]**
N/A ☐	☐	Does the establishment have an outdoor patio and is the establishment in compliance with Ord.5.50.340?
☒	☐	Property zoned for requested permitted use?
☒	☐	Applicant(s) meets the requirement of the Ordinance? **[Ord. 5.50.220 (a), (b), 5.50.230, 5.50.240, 5.50.250, 5.50.260, 5.50.270, 5.50.090]**

[Ord. 5.50.350] The City Planner will not submit any application for approval before the City of Auburn City Council unless the premise is in compliance with all City of Auburn ordinances, including, without limitation, any ordinances dealing with building safety or zoning.

No license defined in the City of Auburn Liquor Ordinance shall be issued to a person who is not a legal resident of the United States and at least 21 years of age. In the interest of Public Employees, the City Planner will not grant to any City of Auburn employee whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax-collecting activity.

The premises of the holder a retail consumption dealer license for the sale of alcoholic beverages shall be open to inspection at any and all times by officers or officials authorized to conduct such inspections by the City, State or Federal authorities. Licenses under this Ordinance shall be displayed prominently at all times on the premises for which same was issued. Please note that if business should have a new manager, the name, address and telephone numbers shall be filed with the Planning Department within (3) days of the date of such employment.

DEPARTMENT USE ONLY:

City Clerk:	☐ Denied	☐ Approved	Date:_____
City Planner:	☐ Denied	☐ Approved	Date:_____
City Council:	☐ Denied	☐ Approved	Date:_____

☐ Check this box if written notice has been sent to the applicant giving reasons for denial and advising of rights to appeal. Attach the notice of denial to the application paperwork.

Auburn
GEORGIA • EST 1892

Rev. 09/2014

P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Alcohol Permit Application

INSTRUCTIONS AND CONDITIONS FOR APPLYING FOR LICENSE TO SELL ALCOHOLIC BEVERAGES CITY OF AUBURN, GEORGIA

- Every question must be fully and correctly answered, type written or legibly hand printed. Do not use initials. Spell out all names. Failure to do so may result in the denial or, if granted, the later revocation of a license. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that a separate sheet is attached.
- The completed application form and the required investigation fee of $500.00 must be submitted at the time application is made to the planning department. Upon approval of the application, all additional fees must be tendered prior to issuance of license. Fees must be submitted in the form of certified cash, check or money order. All checks will be deposited daily as received by the City of Auburn Planning Department.
- Any change in the ownership, or any other status of the licensed operation which would change any answers on the original application must be reported in writing to the City of Auburn Planning Department within thirty (30) calendar days from the time of such change. Failure to do so may result in the revocation of the license.
- Background screening is required on all agents and officers. Planning Department will determine specific screening requirements upon review of application.
- The applicant shall be responsible for determining the distance of the proposed licensed location for each of the following: school building, kindergarten, day care center, church building, municipal park, municipal recreation area, and private residence (street address and name required) as required by the ordinance. A current certified plat from a registered surveyor is required to confirm the distance requirements and must accompany the application. The plat must show straight line measurements from point to point that certify the distance required.
- No license shall be issued if property is not zoned properly as defined by the applicable local zoning ordinances. Contact the City of Auburn Planning Department for zoning questions.
- The applicant shall be responsible for filing plans to review with Planning Department for occupancy requirements.
- All corporate applicants, without regard to the number of stockholders, shall list the names and addresses of the officers of the corporation. In addition they shall name an agent whose name shall appear on the license issued to the corporation. The corporation shall provide the name and address of the agent, who shall be the individual who does in fact have regular, managerial, and supervisory authority over the business conducted on the licensed premises. In addition, the manager shall be an agent for service for the corporation in addition to all other methods allowed for serving a corporation by the laws of Georgia.
- Information requested concerning race and sex identification of applicants, corporations and stockholders are for investigative purposes only.
- Georgia Crime Information Center Council (GCIC) rules require that the consent form on the last page of the application form be completed, signed and notarized prior to any information being accessed for release of criminal history investigations by the Police Department in reference to your application for license to sell alcoholic beverages.
- A review of the regulations of the Georgia Department of Revenue is recommended. Local Alcohol Agents may be reached at Georgia Department of Revenue, P.O. Box 1843, Athens, GA. 30603

- A State of Georgia Alcohol License is required before you can purchase and sell alcoholic beverages. Please contact the Georgia Department of Revenue, Registration, P.O. Box 740001, Atlanta, GA. 30374-001. Phone 404-651-8651 for their requirements, fees, and application.
- Contact the Federal Alcohol, Tobacco, and Firearms Licensing Department for their requirements. Federal ATF, Licensing Department, 2600 Century Center Parkway, Atlanta, Georgia, 30345. Phone Number 404-679-5040.
- A copy of the City of Auburn Alcohol Ordinance is a part of this application package. Please read it carefully and retain it for you information.
- No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or serve in any managerial position, until such person has been fingerprinted or cleared by the chief of police or his designee, indicating that the person is eligible for such employment. All bartenders and any person who pours alcohol shall be at least 21 years of age.
- A personal financial statement must be submitted with each application. The application must include:
    - Balance Sheet (Assets, Liabilities, and Net Worth); Estimate of Annual Income; Estimate of Annual Expenses; Contingent Liabilities.
    - Life Insurance (List those policies you own.); Securities; Notes and Accounts Receivable; Real Estate Owned; Mortgages and Contracts Owned; Personal Property; Notes Payable.
- When completed, the application must be dated, signed, and verified under oath to assure that your license is processed timely. Allow approximately a thirty (30) day period for application processing.
- Legal Notices: When obtaining an Alcohol License from the City of Auburn, it is necessary to post a legal notice in the City's Public Organ. The City of Auburn will post the Legal Notice. This notice shall be advertised once a week for two weeks prior to consideration of the application by City Council.
- City Council Consideration: When obtaining a Distilled Spirits (Liquor) License (By the Drink or Packaged), it is necessary for the applicant and all concerned to be present at the City Council Meeting. As long as all perquisites and requirements have been met, Council will take action on the applications.

Application for Alcohol Beverages License should be returned to:

Location Address:	City of Auburn City Clerk 1 Auburn Way Auburn, Georgia 30011
Mailing Address:	City of Auburn City Clerk P.O. Box 1059 Auburn, Georgia 30011
Phone:	770-963-4002

Note: Faxed applications or photocopied applications will not be accepted or the application will be denied. Only an original application filled out in black ink and notarized in the appropriate areas will be accepted.

PLEASE CONTACT THE CITY CLERK OR PLANNING DIRECTOR IF FURTHER ASSISTANCE IS NEEDED

Auburn
GEORGIA · EST 1892

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P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Alcohol Permit Application

BUSINESS INFORMATION SECTION			
LEGAL BUSINESS NAME: Delight Spirits, LLC d/b/a Auburn Wine & Spirits			
BUSINESS ADDRESS (PHYSICAL ADDRESS): 1612 Atlanta Highway NW			
CITY: Auburn		STATE: GA	ZIPCODE: 30011
PRIMARY PHONE NUMBER: [redacted]	SECONDARY NUMBER OR MOBILE:	FAX NUMBER:	
MAILING ADDRESS (IF DIFFERENT FROM THE BUSINESS ADDRESS): PO Box 1102			
CITY: Dacula		STATE: GA	ZIPCODE: 30019
FEDERAL EMPLOYMENT ID NUMBER (FEI): 42-2080794	GEORGIA SALES TAX ID NUMBER (STI): 309-180465		
GEORGIA DEPARTMENT OF REVENUE ALCOHOL LICENSE NUMBER (IF YOU APPLICATION HAS NOT BEEN APPROVED YET THEN PLEASE SUBMIT A COPY OF THE STATE APPLICATION)			

BUSINESS STATUS SECTION
☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP DATE THAT PARTNERSHIP WAS FORMED: _____ (PROVIDE LEGAL PROOF OF PARTNERSHIP) ☐ CORPORATION (THIS INCLUDES S CHAPTER AND LIMITED LIABILITY) (PROVIDE IRS LETTER OF CORPORATE STATUS) ☒ LLC ALL PARTNER'S AND CORPORATE OFFICER'S MUST PAY THE BACKGROUND CHECK FEE OF $25.00 EACH PARTNER OR CORPORATE OFFICER WHO WILL SERVE OR POUR DRINKS MUST COMPLETE A POURER'S PERMIT FORM AND PAY AN ADDITIONAL $10.00 FEE FOR THE POURER'S PERMIT CARD

PERSONAL INFORMATION OF PRIMARY OWNER OR REGISTERED AGENT SECTION			
NAME OF OWNER OR REGISTERED AGENT: Eunhae Lee		☒ OWNER ☐ REGISTERED AGENT	
DRIVER'S LICENSE NUMBER (APPLICANT MUST POSSESS A VALID GEORGIA DRIVER LICENSE): [redacted]			
DATE OF BIRTH (MM/DD/YYYY FORMAT): [redacted]	SOCIAL SECURITY NUMBER: xxx-xx-3452		
PRIMARY PHONE NUMBER: (678) 551-5871	SECONDARY NUMBER OR MOBILE:		
PHYSICAL HOME ADDRESS: [redacted]			
CITY: Lawrenceville		STATE: GA	ZIPCODE: 30043

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City of Auburn
Alcohol Permit Application

*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES

PERSONAL INFORMATION OF BUSINESS PARTNER'S SECTION			
ONLY COMPLETE THIS SECTION IF "PARTNERSHIP" WAS CHECKED IN QUESTION 9. IF "CORPORATION" WAS CHECKED THEN MOVE ON TO THE CORPORATE OFFICER'S SECTION IN THE NEXT PAGE. Where the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers and majority stockholders. In the case of a partnership, the license will be issued to all the partners owning at least five percent of the partnership; or if no partner owns five percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed. **Section 5.50.090 (B)**			
	NAME OF BUSINESS PARTNER N/A		PERCENTAGE OF OWNERSHIP
	DRIVER'S LICENSE NUMBER **(MUST POSSESS A VALID STATE DRIVER LICENSE)**		
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF BUSINESS PARTNER		PERCENTAGE OF OWNERSHIP
	DRIVER'S LICENSE NUMBER **(MUST POSSESS A VALID STATE DRIVER LICENSE)**		
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF BUSINESS PARTNER		PERCENTAGE OF OWNERSHIP
	DRIVER'S LICENSE NUMBER **(MUST POSSESS A VALID STATE DRIVER LICENSE)**		
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL BUSINESS PARTNERS ASSOCIATED WITH YOUR COMPANY

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City of Auburn
Alcohol Permit Application

*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES

CORPORATE OFFICERS, STOCKHOLDERS, AND TRUSTEES INFORMATION SECTION

Where the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent registered under the provisions of this chapter. **Section 5.50.090 (B)**

	NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE Eunhae Lee		OFFICE HELD AND/OR PERCENTAGE OF STOCK 100% managing member
	DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE) [redacted]		
	DATE OF BIRTH (MM/DD/YYYY FORMAT) [redacted]	SOCIAL SECURITY NUMBER xxx-xx-3452	
	PRIMARY PHONE NUMBER (678) 551-5871	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS [redacted]		
	CITY Lawrenceville	STATE GA	ZIPCODE 30043

	NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE		OFFICE HELD AND/OR PERCENTAGE OF STOCK
	DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)		
	DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE		OFFICE HELD AND/OR PERCENTAGE OF STOCK
	DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)		
	DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
	PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
	PHYSICAL HOME ADDRESS		
	CITY	STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL CORPORATE OFFICERS ASSOCIATED WITH YOUR COMPANY

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City of Auburn
Alcohol Permit Application

PREVIOUS ADDRESS SECTION

IF THERE IS ANY INDIVIDUAL LISTED IN THIS APPLICATION WHO HAS RESIDED AT THEIR CURRENT ADDRESS FOR LESS THAN FIVE (5) YEARS THEN COMPLETE THE INFORMATION BELOW.

NAME OF PERSON	Eunhae Lee		
DATE OF BIRTH (MM/DD/YYYY FORMAT)	[redacted]	SOCIAL SECURITY NUMBER	xxx-xx-3452
PREVIOUS ADDRESS	[redacted]	PERIOD OF TIME AT RESIDENCE FROM:	12/2023 TO: Present
CITY	Lawrenceville	STATE	GA ZIPCODE 30043
PREVIOUS ADDRESS	4158 Butler Drive	PERIOD OF TIME AT RESIDENCE FROM:	04/2019 TO: 12/2023
CITY	Chamblee	STATE	GA ZIPCODE 30341

NAME OF PERSON			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE

NAME OF PERSON			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM:	TO:
CITY		STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL INDIVIDUALS ASSOCIATED WITH YOUR COMPANY

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City of Auburn
Alcohol Permit Application

TYPE OF BUSINESS SECTION

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CHECK ONLY ONE BOX

- ☐ RESTAURANT
- ☐ HOTEL IN-ROOM SERVICE
- ☒ OTHER Retail Package Store
- ☐ GROCERY STORE
- ☐ SERVICE STATION
- ☐ CONVENIENCE STORE
- ☐ GROWLER SHOP
- ☐ PACKAGE STORE

ALCOHOL LICENSE SECTION

BOXES 15-19 ALL THE ALCOHOL LICENSES THAT MAY BE CHOOSEN. **(YOU MAY ONLY CHOOSE ONE MAJOR CATEGORY PER APPLICATION)**

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☐ RETAIL SALES TO BE CONSUMED ON THE PREMISES **(CHECK ALL THAT APPLY)**

- ☐ DISTILLED SPIRIT SALES (FOR THE FIRST FIXED BAR) - $4,000.00
- ☐ DISTILLED SPIRIT SALES WITH SUNDAY SALES - $4500.00
- ☐ BEER SALES - $500.00
- ☐ BEER SALES WITH SUNDAY SALES - $585.00
- ☐ WINE SALES - $500.00
- ☐ WINE SALES WITH SUNDAY SALES - $585.00
- ☐ BEER & WINE SALES – $1,000.00
- ☐ BEER & WINE SALES WITH SUNDAY SALES - $1,125.00

Applicant will also comply with Georgia Law (O.C.G.A. Section 3-3-7) which states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which delivers at least 50% of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishments where food is served and in any licensed establishment which delivers at least 50% of its total annual gross income from the rental of rooms for overnight lodging."

By submitting this application for a Sunday Sales Permit, the applicant certifies that their business establishment will operate in compliance with "The Gross Sales" provisions of Georgia Law. Sunday sales permit holders are subject to audit for compliance with State Law. Each Establishment is encouraged to maintain Financial Records on food sales and alcohol sales by separate business locations to demonstrate compliance with State Law.

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☒ RETAIL PACKAGE SALES (CHECK ALL THAT APPLY)

- ☒ DISTILLED SPIRITS BY THE PACKAGE - $5,000.00 ANNUALLY
- ☐ MALT BEVERAGE SALES - $500.00 ANNUALLY
- ☐ WINE SALES - $500.00 ANNUALLY
- ☐ BEER & WINE SALES - $1,000.00
- ☐ 24 HOUR SALES - $412.00 / GROWLER SHOP - $500.00
- ☐ BEER SALES WITH SUNDAY SALES - $585.00
- ☐ WINE SALES WITH SUNDAY SALES - $585.00
- ☒ BEER & WINE SALES WITH SUNDAY SALES - $1,125.00

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☐ WHOLESALE ALCOHOL SALES WITH DEALER LOCATED IN CITY LIMITS (CHECK ALL THAT APPLY)

- ☐ BEER SALES - $250.00
- ☐ WINE SALES - $250.00
- ☐ BEER & WINE SALES - $500.00
- ☐ DISTILLED SPIRIT SALES - $1,000.00

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☐ WHOLESALE ALCOHOL SALES WITH DEALER LOCATED OUTSIDE CITY LIMITS

- ☐ ALCOHOLIC BEVERAGE SALES - $1,000.00

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☐ HOTEL/MOTEL ALCOHOL SALES

- ☐ IN ROOM SERVICE - $100.00

Add Total Amount of license types selected: $6,125.00 **(Line 1)**

Nonrefundable Processing Fee: **$500.00** **(Line 2)**

Background Checks: 2 X $25.00 = $50.00 **(Line 3) *$25.00 per person***

Total Fees Due: $6,675.00 **(Add Lines 1, 2, and 3)**

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City of Auburn
Alcohol Permit Application

PROPERTY INFORMATION SECTION			
PROPERTY SATUS			
	☐ OWNED (PLEASE PROVIDE PROOF OF OWNERSHIP) ☒ LEASED (PLEASE PROVIDE A LEASE AGREEMENT)		
PARCEL INFORMATION (THIS SECTION MUST BE FILLED OUT)			
	NAME OF PROPERTY OWNER Delight Spirits RE LLC		
	PROPERTY OWNER'S PHYSICAL ADDRESS [redacted]		
	CITY Lawrenceville	STATE GA	ZIPCODE 30043
	MAP & PARCEL NUMBER AU05 021	ACREAGE OF THIS PARCEL 3.3648	

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City of Auburn
Alcohol Permit Application

*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES

PERSONAL INFORMATION OF MANAGERS SECTION

PROVIDE THE NAMES OF ALL THE MANAGERS OF THE BUSINESS AND HOW THEY ARE COMPENSATED. NEW MANAGERS MUST FILE WITH THE CITY OF AUBURN PLANNING DEPARTMENT WITHIN THREE (3) BUSINESS DAYS OF HIRE.

	NAME OF PERSON N/A - Application not for consumption on premises		METHOD OF COMPENSATION
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PREVIOUS PLACE OF EMPLOYMENT		PERIOD OF EMPLOYMENT FROM: _____ TO: _____
	PHYSICAL ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF PERSON		METHOD OF COMPENSATION
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PREVIOUS PLACE OF EMPLOYMENT		PERIOD OF EMPLOYMENT FROM: _____ TO: _____
	PHYSICAL ADDRESS		
	CITY	STATE	ZIPCODE

	NAME OF PERSON		METHOD OF COMPENSATION
	DATE OF BIRTH **(MM/DD/YYYY FORMAT)**	SOCIAL SECURITY NUMBER	
	PREVIOUS PLACE OF EMPLOYMENT		PERIOD OF EMPLOYMENT FROM: _____ TO: _____
	PHYSICAL ADDRESS		
	CITY	STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL INDIVIDUALS ASSOCIATED WITH YOUR COMPANY

This Manager's Section shall only apply to establishments holding a license for consumption of alcoholic beverages on the premises.

No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or serve in any managerial position, by an establishment holding a license under this chapter until the person has been fingerprinted or cleared by the chief of police or his/her designee, indicating that the person is eligible for such employment. (5.50.320 (A))

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City of Auburn
Alcohol Permit Application

Yes	No	
☐	☒	Is there anyone connected with this business that is not a legal resident of the United States and at least twenty one (21) years of Age? **If yes, give full details on separate sheet.**
~~N/A~~		If not an U.S. Citizen, can they legally be employed in the United States? **If yes, give full details on separate sheet and submit copies of eligibility.**
☐	☒	Is there anyone connected with this business that has applied for a beer, wine, and or liquor license from any City or County in the State of Georgia and been denied? **If yes, give full details on separate sheet.**
☐	☒	Have you had revoked, for cause, within two (2) years preceding this application, any permit issued by the City of Auburn, the State of Georgia, or any other state, to sell alcoholic beverages of any kind. **If yes, give full details on separate sheet.**
☐	☒	Is there anyone, connected with this business, who holds another alcohol license? **If yes, give full details on separate sheet.**
☐	☒	Is there anyone connected with this business that has been convicted of a felony or a crime involving moral turpitude, or convicted of violations(s) of the ordinances of the city or county governing alcoholic beverages licensed within a ten (10) year period, or the violation of any state or federal laws pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability within the last five (5) years immediately prior to the filing of said application? **If yes, give full details on separate sheet.**
☐	☒	Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) years? **If yes, give full details on separate sheet.**
☐	☒	Is there anyone connected with this business that is an official or public employee whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity. **If yes, give full details on separate sheet.**
☐	☒	Will adult entertainment be a part of the business operations? **If yes, give full details on separate sheet.**

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City of Auburn
Alcohol Permit Application

I understand that a violation of any of the regulations of the City of Auburn, or a violation of any law or regulations of the state of Georgia, pertaining to the sale of malt beverages or wine, shall subject my permit to immediate revocation, and that permit may be revoked at the discretion of the City Council, or the City of Auburn Police Department.

I, Eunhae Lee **, solemnly swear, subject to the criminal penalties for false swearing, as provided under Georgia, that all information in this application and supporting documents for a license to sell alcoholic beverages in City of Auburn, Georgia are true and correct to the best of my knowledge and I fully understand that any false information may cause the denial or revocation of said license. Should any changes occur during the year for which the license is issued pursuant to this application, which would require a different answer to any questions contained in this application, such change will be reported as an amendment to this application within two business days. The failure to make such amendment shall be cause for the revocation of any license.**

I have received and have read a copy of the City of Auburn, Georgia Alcohol Ordinance.

Signature of applicant: _____ **Date:** 9/9/26

Sworn to and subscribed before me this the 9 day of September, 2026

_____
NOTARY PUBLIC
*THIS APPLICATION MUST BE NOTARIZED

OFFICIAL SEAL
ELIJAH HIGGINS
Notary Public, Georgia
Gwinnett County
My Commission Expires
May 21, 2030

Applicants who are denied may not reapply for a license for at least one year from the final date of such denial (Ord.5.50.070 (e)).

City Clerk Signature: _____ Date: _____

LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES
CITY OF AUBURN GEORGIA

Do not write in this section. This section is for department use only.

"This license is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted."

E-Verify Affidavit Option 1
(Complete either Option 1 or Option 2)

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

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

Signature of Exempt Private Employer

EUNHAE LEE
Printed Name of Exempt Private Employer

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

Executed on July, 21, 2026 in Dacula (city), GA (state).

Signature of Authorized Officer or Agent

Eunhae Lee, owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21 DAY OF July, 2026

NOTARY PUBLIC

My Commission Expires:
August 30, 2027

OFFICIAL SEAL
REANNA DURRENCE
Notary Public, Georgia
GWINNETT COUNTY
My Commission Expires
August 30, 2027

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Rev: 05/2008

P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Criminal History and Background Check Consent Form

APPLICANT INFORMATION SECTION							
NAME OF APPLICANT: Eunhae Lee							
LIST ALL PREVIOUS LAST NAMES AND ALIASES: N/A							
DRIVER'S LICENSE NUMBER (APPLICANT MUST POSSESS A VALID GEORGIA DRIVER LICENSE): [redacted]							
DATE OF BIRTH (MM/DD/YYYY FORMAT): [redacted]				SOCIAL SECURITY NUMBER: [redacted]			
RACE: Asian-American	ETHNICITY: Asian	SEX: Female	WEIGHT: 110	HEIGHT: 5'3"	EYE COLOR: Brown	HAIR COLOR: Black	
MARITAL STATUS: ☒SINGLE ☐MARRIED ☐DIVORCED ☐WIDOWED				SPOUSES NAME:			
LEGAL STATUS: ☒U.S. CITIZEN ☐RESIDENT ALIEN -- LIST YOUR INS NUMBER: _____							
CITY: Lawrenceville				STATE: GA		ZIPCODE: 30043	

BUSINESS INFORMATION SECTION		
NAME OF PLACE OF EMPLOYMENT: Delight Spirits LLC d/b/a Auburn Wine & Spirits		
PHYSICAL ADDRESS: 1612 Atlanta Highway NW		
CITY: Auburn	STATE: GA	ZIPCODE: 30011

ARREST INFORMATION SECTION

IF YOU HAVE EVER BEEN ARRESTED THEN PLEASE LIST ALL ARRESTS BELOW (MUST INCLUDE ALL CHARGES EVEN IF THEY WERE DISMISSED OR EXPUNGED) LIST ANY ADDITIONAL ARRESTS ON A SEPARATE SHEET OF PAPER AND ATTACH TO THIS APPLICATION No arrests.

DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS
DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS
DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS

BUSINESS PARTNERS AND CORPORATE OFFICERS MUST SUBMIT A $25.00 BACKGROUND CHECK FEE PER PERSON.

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P.O. Box 1059, 1 Auburn Way, Auburn, GA 30011 P : 770-963-4002 F : 770-513-9255

City of Auburn
Criminal History and Background Check Consent Form

NOTE: THE COPY OF THE REQUEST FOR THE CRIMIAL HISTORY MUST BE MAINTAINED FOR FOUR (4) YEARS FOR THE PURPOSE OF GCIC/NCIC AUDITS.

ILLEGAL USE OF THE INQUIRY FOR ANY REASON OTHER THAT STATED ABOVE IS A VIOLATION OF STATE LAW AND GCIC/NCIC POLICY AND PROCEDURES AND COULD RESULT IN THE PROSECUTION AND/OR SANCTIONS AGAINST YOU.

(Note: Unless all blanks are completed on this form and the form is notarized, no information will be released.)
****** Rules of Georgia Crime Information Center Council Chapter (GCIC) 140-02 Section 140-02 04 Criminal Justice Information Exchange and Discrimination. Amended ******

Criminal justice agencies may disseminate criminal history records to private persons, businesses, public agencies, political subdivisions, authorities and instrumentalities, including state or federal licensing and regulatory agencies, or to their designated representatives. For dissemination purposes, criminal history records include all available criminal history information; except information relating to any arrest or charges disposed of under the provisions of the Georgia First Offender Act shall not be provided after the person has been discharged from First Offender status and exonerated of the charges. At the time of each request requestors shall provide the fingerprints or the signed and notarized consent of the person whose record is requested. The signed and notarized consent must be in a formal approved by GCIC and must include the person's full name, address, social security number, race, sex and date of birth. Criminal justice agencies which disseminate criminal history records to private individuals and to public and private agencies shall advise all requestors that if an employment or licensing decision adverse to the record subject is made, the record subject must be informed by the individual or agency making the adverse decision of all information pertinent to that decision. This disclosure must include information that a criminal history check was made, the specific contents of the record, and the effect the record had upon the decision.

The City of Auburn requires an **annual** investigation of all licensees. A new Consent will be required with each renewal. The criminal investigation is done by the City of Auburn Police Department through the State of Georgia and GCIC does the background investigation.

By signing this form I, Eunhae Lee, the applicant, understand the reason for this inquiry. I also authorize the City of Auburn and its designees to receive my criminal history from the Auburn Police Department. I further authorize the City of Auburn and its designees to receive my background history form the Georgia Crime Information Center. I understand that I will receive a pourer's permit upon completion of this form and the criminal history and background check consent form. I further understand that if there is any negative information returned from GCIC or the Auburn Police Department or if I falsely entered any information then my permit will be revoked.

SIGNATURE

9/9/26
DATE

SWORN AND SUBSCRIBED BEFORE ME THIS
4 DAY OF September, 20 20

NOTARY PUBLIC

OFFICIAL SEAL
ELIJAH HIGGINS
Notary Public, Georgia
Gwinnett County
My Commission Expires
May 21, 2030

SAVE Affidavit

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for an Alcohol Beverage Permit (Package Distilled Spirits), as referenced in O.C.G.A. § 50-36-1, from the City of Auburn, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Driver's License.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Dacula (city), GA (state).

Signature of Applicant

Eunhae Lee

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21 DAY OF July, 2026

NOTARY PUBLIC

My Commission Expires:
August 30, 2027

OFFICIAL SEAL
REANNA DURRENCE
Notary Public, Georgia
GWINNETT COUNTY
My Commission Expires
August 30, 2027


GEORGIA
DRIVER'S LICENSE
DL
USA
GA
DRIVER'S LICENSE
4d DL NO [redacted]
3 DOB [redacted]
9 CLASS C
4b EXP 09/23/2033
2 EUNHAE
1 LEE
[redacted]
LAWRENCEVILLE GA 30043-3912
GWINNETT
12 REST B
9a END NONE
4a ISS 09/23/2025
15 SEX F
16 EYES BRO
18 HGT 5'-03"
17 WGT 118 lb
ORGAN DONOR


01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
CLASS: C-S 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles
ENDORSEMENTS: NONE
RESTRICTIONS: B-Corrective lenses required
DOB: 09/23/1993

APPLICANT
* See Privacy Act Notice on Back

LEAVE BLANK

TYPE OR PRINT ALL INFORMATION IN BLACK

FD-258 (Rev. 5-15-17) 1110-0046

LAST NAME NAM: LEE
FIRST NAME: EUNHAE
MIDDLE NAME:

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED:

RESIDENCE OF PERSON FINGERPRINTED: [redacted]

ALIASES AKA: N/A

ORI:

DATE OF BIRTH DOB: [redacted]

09/09/2026 YOG. BOX 602 FINGERPRINTS

CITIZENSHIP CTZ: USA yes

SEX	RACE	HGT.	WGT.	EYES	HAIR	PLACE OF BIRTH POB
F	Asian	5'3"	113	Brown	Black	Martin, TN

YOUR NO. OCA:

EMPLOYER AND ADDRESS:
Delight Spirits LLC
1439 Harris Road, Lawrenceville, GA 30043

UNIVERSAL CONTROL NO. UCN:

LEAVE BLANK

ARMED FORCES NO. MNU:

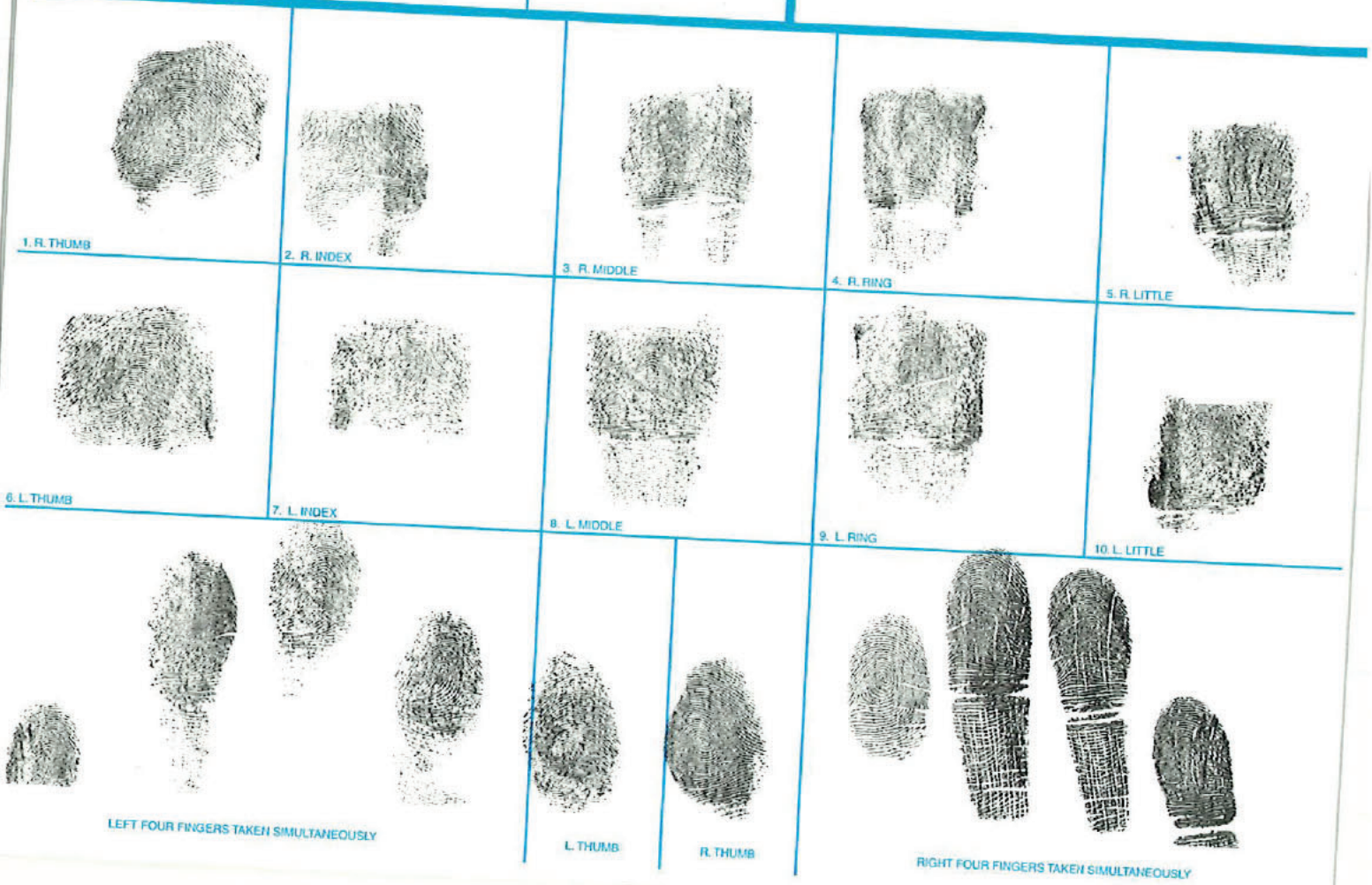
CLASS:

REASON FINGERPRINTED:
Alcohol License

SOCIAL SECURITY NO.: [redacted]

REF:

MISCELLANEOUS NO. MNU:



APPLICANT
* See Privacy Act Notice on Back

LEAVE BLANK

FD-258 (Rev. 5-15-17) 1110-0046

TYPE OR PRINT ALL INFORMATION IN BLACK

FBI LEAVE BLANK

SIGNATURE OF PERSON FINGERPRINTED

[redacted]

09/09/2026

EMPLOYER AND ADDRESS
Delight Spirits LLC
1439 Harris Road, Lawrenceville, GA 30043

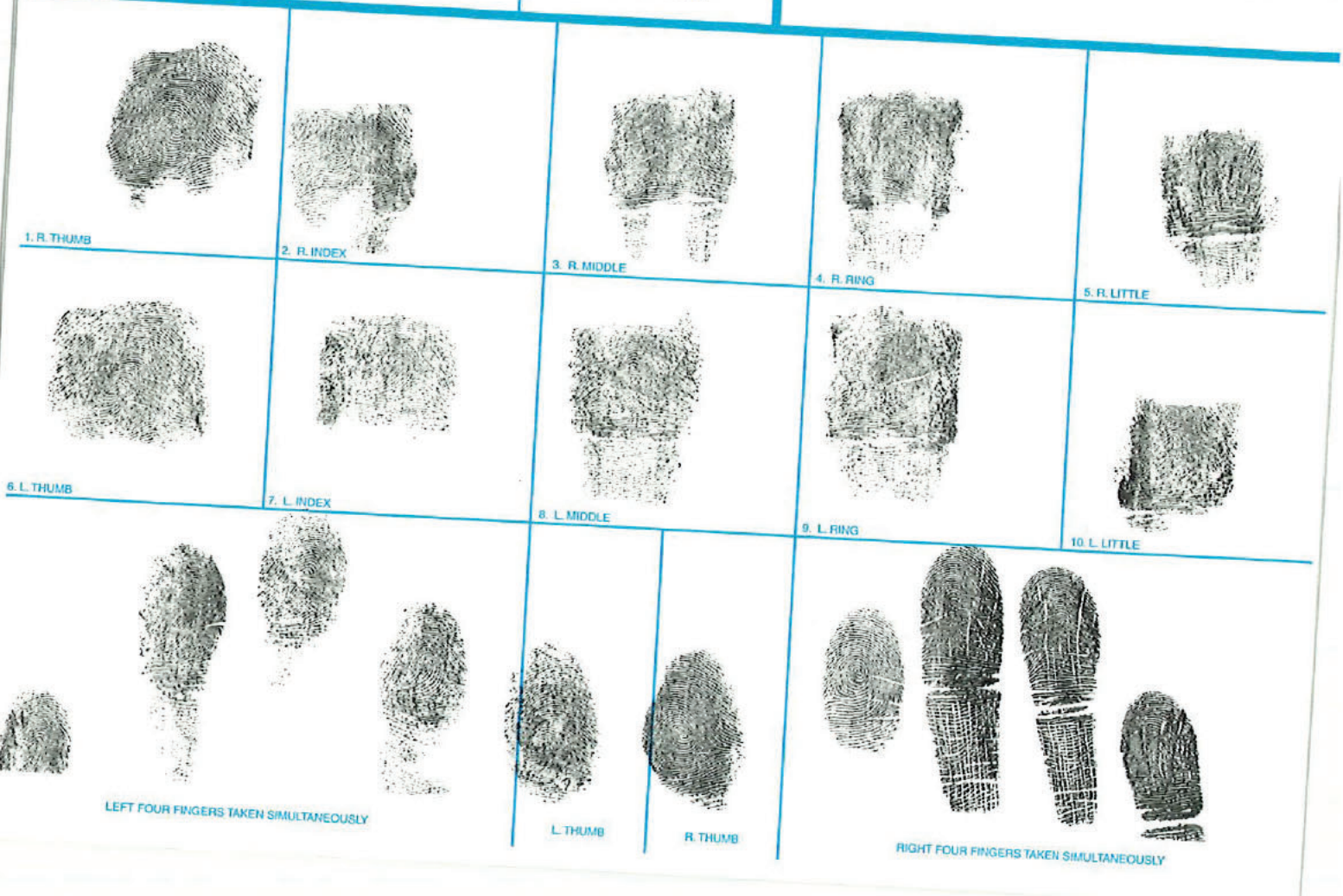
REASON FINGERPRINTED
Alcohol License

LAST NAME	LEE
FIRST NAME	EUNHAE
MIDDLE NAME	
ALIASES AKA	N/A
ORI	
CITIZENSHIP CTZ	USA yes
SEX	F
RACE	Asian
HGT.	5'3"
WGT.	113
EYES	Brown
HAIR	Black
DATE OF BIRTH DOB	[redacted]
PLACE OF BIRTH POB	Martin, TN
YOUR NO. OCA	
UNIVERSAL CONTROL NO. UCN	
ARMED FORCES NO. MNU	
SOCIAL SECURITY NO.	[redacted]
MISCELLANEOUS NO. MNU	

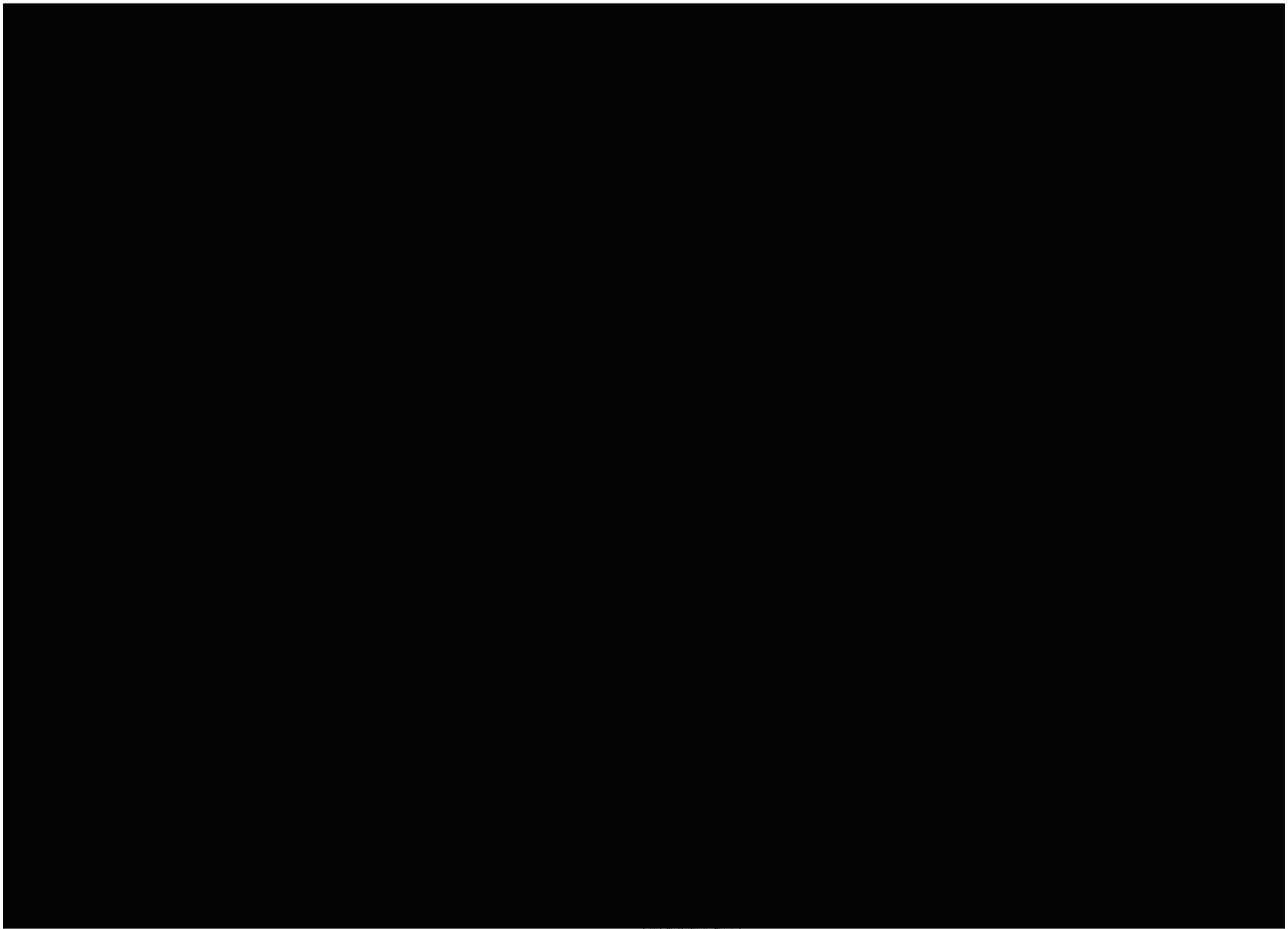
LEAVE BLANK

CLASS

REF



PERSONAL FINANCIAL STATEMENT



REGISTERED AGENT FORM

CITY ADMINISTRATOR
CITY HALL
CITY OF AUBURN
P.O. BOX 1059
1369 FOURTH AVENUE
AUBURN, GEORGIA 30011
(770) 963-4002

Delight Spirits LLC DBA Auburn Wine + Spirits
Business Name

1612 Atlanta Hwy NW
Business Location

Auburn, GA. 30019
City/State/Zip Code

I, George Michael Rice do hereby consent to serve as the registered agent for the licensee, owners, officers and/or directors and to perform all obligations of such agency under the provisions of the Ordinances of Auburn, Georgia. (Every establishment holding an alcoholic beverage license in the City must have a registered agent and this person must be a resident of Barrow County, Georgia.)

This 21st day of July, 2026

Signature of Agent

[redacted]
Agent's Social Security Number

George Michael Rice
Type or Print Name of Agent

[redacted]
Birthdate

[redacted]
Agent's Home Address

[redacted]
Phone Number

Winder, GA. 30680
City/State/Zip Code

APPROVED:

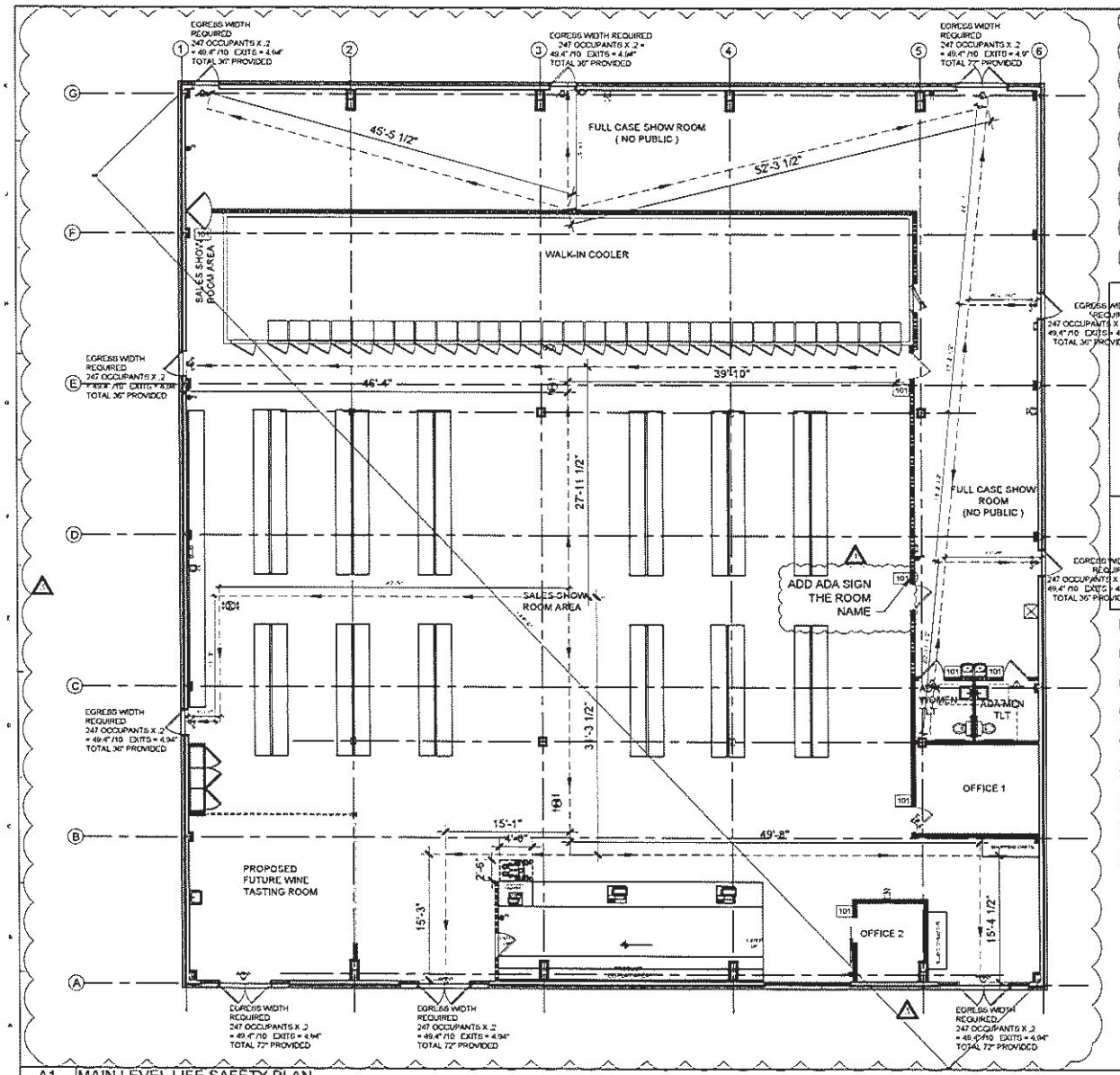
Signature of Licensee

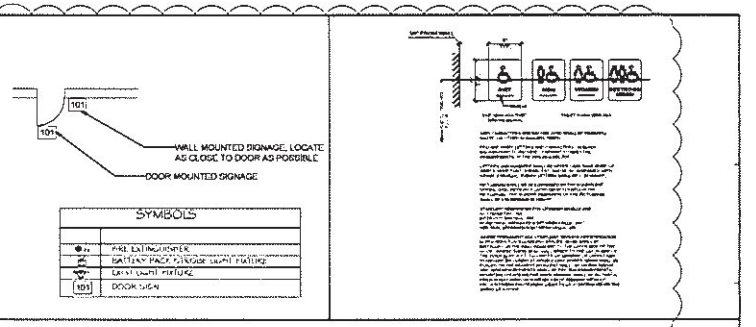
Eunhae Lee
Owner

Officer or Director (Title)

Officer or Director (Title)


GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
USA
GA
[redacted]
9 CLASS C
4b EXP 12/04/2032
2 GEORGE MICHAEL
1 RICE
[redacted]
WINDER, GA 30680-3629
BARROW
12 REST A
9a END NONE
4a ISS 06/24/2025
15 SEX M
18 EYES HAZ
16 HGT 5'-07"
17 WGT 179 lb
5 DD 604236838240026000
01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
ENDORSEMENTS: NONE
RESTRICTIONS: A-None
DOB 12/04/1959







OCCUPANCY

OCCUPANCY(S) CLASSIFICATION: M - MERCANTILE CLASS B / STORAGE

GROUP CLASSIFICATION: GROUP M / GROUP S-1

ROOM NAMES	AREA SQ.FT	OCCUPANT LOAD FACTOR	OCCUPANT LOAD FACTOR
M - MERCANTILE CLASS B			
OFFICE	260	BUSINESS / SQ. FT.1/150	260/150 = 1
SALES AREA	7,037	MERCANTILE / SQ. FT.1/30	7037/30 = 234
STORAGE GROUP-S1			
COOLER	1323	STORAGE / SQ. FT.1/300	1323/300 = 4
FULL CASE SHOW RM.	2390	STORAGE / SQ. FT.1/300	2390/300 = 8
TOTAL BUILDING	11,547		247

A1 MAIN LEVEL LIFE SAFETY PLAN

1/4"=1'-0"

COPYRIGHT NOTE

THIS DRAWING IS/ COPIES AND ALL RELATED DOCUMENTS ARE THE PROPERTY OF THE DESIGN TEAM & MAY NOT BE REPRODUCED IN ANY MANNER AND/OR USED IN CONNECTION WITH ANY OTHER LOCATION OTHER THAN THIS SPECIFIC PROJECT WITH OUT THE EXPRESS WRITTEN CONSENT OF THE DESIGN TEAM.

ALL IDEAS, DESIGNS, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PACSCI LLC. AND WE CREATED, EVOLVED AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITH OUT THE WRITTEN PERMISSION OF PACSCI, LLC.

SCOPE OF DOCUMENT

THESE DOCUMENTS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN CONCEPTS, THE ENGINEERING OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND THE TYPE OF STRUCTURAL, MECHANICAL, ELECTRICAL SYSTEMS. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK FOR THE FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT OR THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED. THE TRADE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.

No.	Date	Revisions / Submissions
1	9.23.2025	PCR PLAN REVIEW COMMENTS
2	12.15.2025	PCR FIRE SAFETY COMMENTS
3	12.17.2025	PCR SAFE BUILT PLAN REVIEW COMMENTS
4	02.20.2026	PCR SAFE BUILT PLAN UNRESOLVED REVIEW COMMENTS
5		
6		
7		
8		

SHEET TITLE: LIFE SAFETY PLAN

PROJECT NAME: AUBURN WINE & SPIRITS
1612 ATLANTA HIGHWAY, AUBURN, GA 30011

Building Review By [illegible] Mar 19 2026
Gwinnett County, Georgia

SEE CONDITIONS OF APPROVAL ON COVER SHEET WITH APPROVAL STAMPS

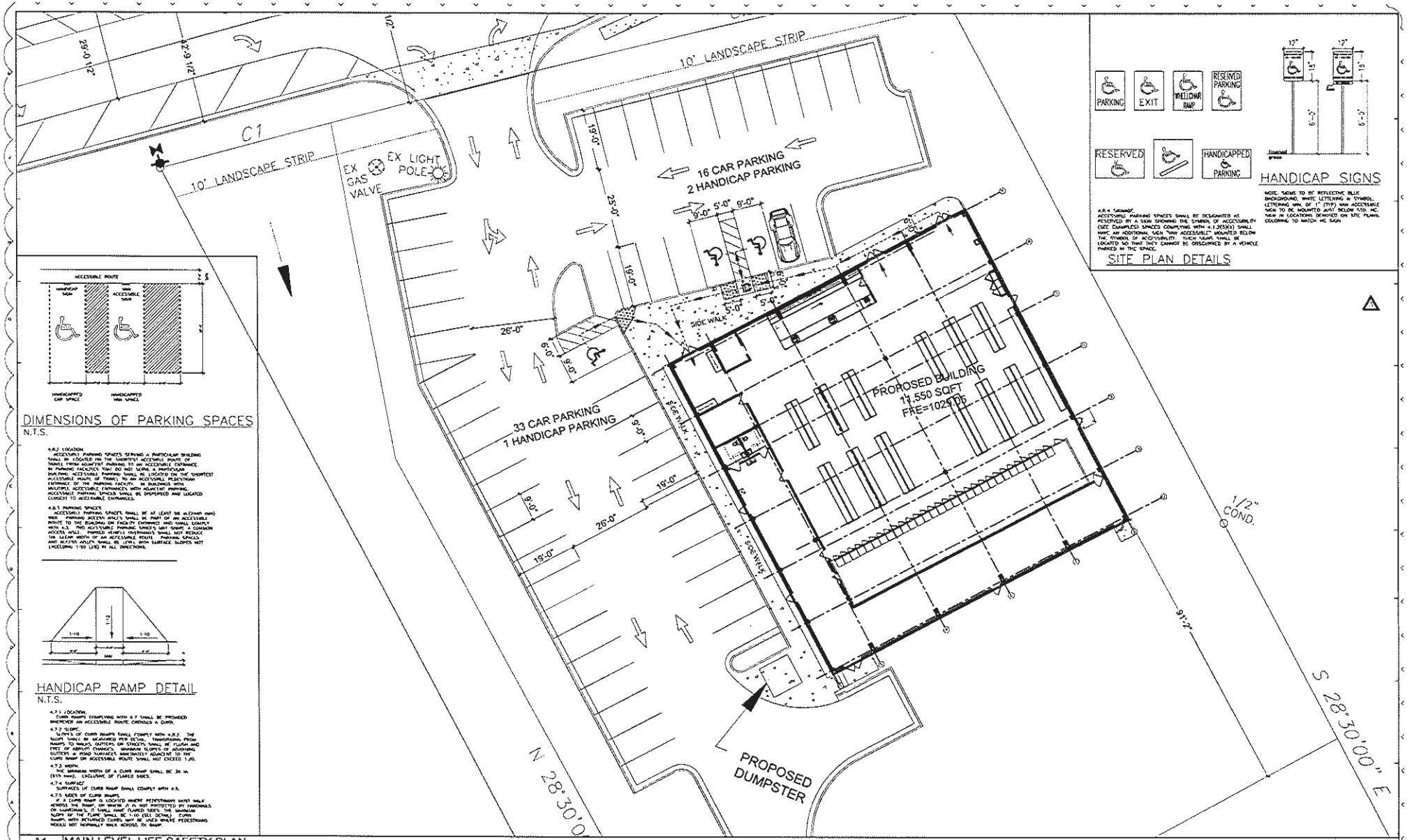
STAMP: GEORGIA, CHUNG CHENG CHANG, REGISTERED ARCHITECT, 027107/2026

ISSUED FOR CONSTRUCTION

5486 BRIARWATER PARK DRIVE
SUITE 101
BUFORD, GA 30518
PHONE: 678.894.7886

ISSUE DATE: JAN 22, 2024
PROJECT: AUBURN WINE
DRAWN: DINK

SHEET No.: LS-1.1



HANDICAP SIGNS

NOTE: SIGNS TO BE REFLECTIVE BLUE BACKGROUND, WHITE LETTERING & SYMBOL. LETTERING MIN. OF 1" (TYP) MIN ACCESSIBLE SIGN TO BE MOUNTED JUST BELOW 5'0. HC. SIGN IN LOCATIONS DENOTED ON SITE PLANS. COLORING TO MATCH HC SIGN

4.6.4 SIGNAGE.
ACCESSIBLE PARKING SPACES SHALL BE DESIGNATED AS RESERVED BY A SIGN SHOWING THE SYMBOL OF ACCESSIBILITY (SEE EXAMPLES) SPACES COMPLYING WITH 4.1.2(5)(a) SHALL MARK AN ADDITIONAL SIGN "VAN ACCESSIBLE" MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY. SUCH SIGNS SHALL BE LOCATED SO THAT THEY CANNOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.

SITE PLAN DETAILS

DIMENSIONS OF PARKING SPACES
N.T.S.

4.6.2 LOCATION.
ACCESSIBLE PARKING SPACES SERVING A PARTICULAR BUILDING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL FROM ADJACENT PARKING TO AN ACCESSIBLE ENTRANCE. IN PARKING FACILITIES THAT DO NOT SERVE A PARTICULAR BUILDING, ACCESSIBLE PARKING SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL TO AN ACCESSIBLE PEDESTRIAN ENTRANCE OF THE PARKING FACILITY. IN BUILDINGS WITH MULTIPLE ACCESSIBLE ENTRANCES WITH ADJACENT PARKING, ACCESSIBLE PARKING SPACES SHALL BE DISPERSED AND LOCATED CLOSEST TO ACCESSIBLE ENTRANCES.

4.6.1 PARKING SPACES.
ACCESSIBLE PARKING SPACES SHALL BE AT LEAST 96 in (2440 mm) WIDE. PARKING ACCESS AISLES SHALL BE PART OF AN ACCESSIBLE ROUTE TO THE BUILDING OR FACILITY ENTRANCE AND SHALL COMPLY WITH 4.3. TWO ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE. PARKED VEHICLES OVERHANGS SHALL NOT REDUCE THE CLEAR WIDTH OF AN ACCESSIBLE ROUTE. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 (2%) IN ALL DIRECTIONS.

HANDICAP RAMP DETAIL
N.T.S.

4.7.1 LOCATION.
CURB RAMPS COMPLYING WITH 4.7 SHALL BE PROVIDED WHEREVER AN ACCESSIBLE ROUTE CROSSES A CURB.

4.7.2 SLOPE.
SLOPES OF CURB RAMPS SHALL COMPLY WITH 4.8.2. THE SLOPE SHALL BE MEASURED PER DETAIL. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACES IMMEDIATELY ADJACENT TO THE CURB RAMP OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20.

4.7.3 WIDTH.
THE MINIMUM WIDTH OF A CURB RAMP SHALL BE 36 in. (915 mm), EXCLUSIVE OF FLARED SIDES.

4.7.4 SURFACE.
SURFACES OF CURB RAMP SHALL COMPLY WITH 4.5.

4.7.5 SIDES OF CURB RAMPS.
IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST WALK ACROSS THE RAMP, OR WHERE IT IS NOT PROTECTED BY HANDRAILS OR LANDSCAPING, IT SHALL HAVE FLARED SIDES. THE MAXIMUM SLOPE OF THE FLARE SHALL BE 1:10 (10% DECIMAL). CURB RAMPS WITH RETURNED CURBS MAY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP.

A1 MAIN LEVEL LIFE SAFETY PLAN
3/32"=1'-0"

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SCOPE OF DOCUMENT:
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No.	Date	Revisions / Submissions
1	9.23.2025	PER PLAN REVIEW COMMENTS
2	12.15.2025	PER FIRE SAFETY COMMENTS
3	12.17.2025	PER SAFE BUILT PLAN REVIEW COMMENTS
4		
5		
6		
7		
8		

SHEET TITLE
ARCHITECTURAL SITE PLAN

PROJECT NAME
AUBURN WINE & SPIRITS
1612 ATLANTA HIGHWAY, AUBURN, GA 30011

"Building Review By" [illegible]
Mar 19 2026
Dan Wilson, CBO, CFM, MCP

SEE CONDITIONS OF APPROVAL ON COVER SHEET WITH APPROVAL STAMPS

STAMP
GEORGIA
CHUNG CHENG CHANG
CERTIFICATE NUMBER
REGISTERED ARCHITECT
03/17/2026
ISSUED FOR CONSTRUCTION

[illegible] LLC
3005 MARTWATER PARK DRIVE
SUITE 101
SUWANEE, GA 30024
PHONE 470.818.7555

ISSUE DATE: JAN 22, 2024
PROJECT: AUBURN WINE
DRAWN: DINK

SHEET No.:
AS-1

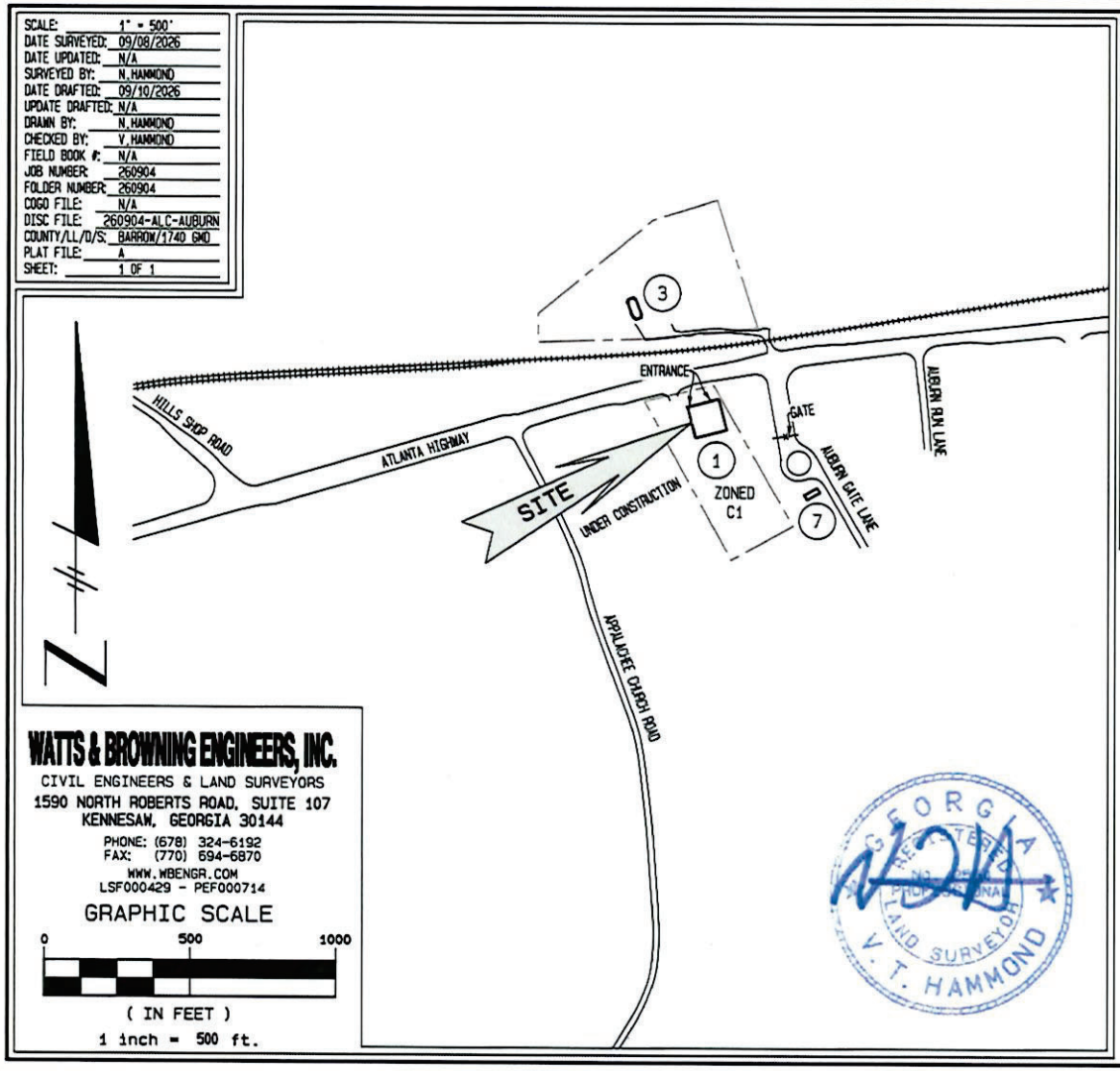
LEGAL DESCRIPTION

All that tract or parcel of land containing 3.301 acres, more or less, together with all improvements thereon, situate, lying and being in the 1740th GM District Barrow County, Georgia, in the City of Auburn, located on the southeasterly side of Georgia Highway No. 8 and being more particularly shown and designated as Tract 2 on a plat entitled "Subdivision Plat for W.R. Rooks," prepared by W.T. Dunahoo and Associates, Inc., W.T. Dunahoo, Registered Surveyor, dated January 8, 1990, revised November 9, 1995, revised December 4, 1995, recorded in Plat Book 45, Page 263, Office of the Clerk of the Superior Court of Barrow County, Georgia, which plat and record are by reference incorporated herein.

Together with that 24 foot easement of ingress and egress over, across and through Tract No. 1 as shown and designated on the above referenced plat, which easement runs from the southwesterly boundary line of Tract No. 2 in a southwesterly direction to the intersection of the northeasterly right-of-way line of Apalachee Church Road and includes an easement of ingress and egress over, across and through any driveway which is constructed from Tract No. 1 to Georgia Highway No. 8, which driveway intersects the aforesaid 24 foot ingress/egress easement and which easement is more particularly shown and delineated on the above-referenced plat and incorporated herein by reference and recorded in Book 307, Page 403.

Subject to that certain 24 foot easement of ingress and egress over, across and through Tract No. 2 as shown and designated on the above-referenced plat running from the southwesterly boundary line of Tract 1 and Tract 2 in a northeasterly direction to and including the driveway access of Tract 2 to Georgia Highway No. 8, as shown and delineated on the above-referenced plat of record and recorded in Book 307, Page 401.

SCALE:	1" = 500'
DATE SURVEYED:	09/08/2026
DATE UPDATED:	N/A
SURVEYED BY:	N.HAMMOND
DATE DRAFTED:	09/10/2026
UPDATE DRAFTED:	N/A
DRAWN BY:	N.HAMMOND
CHECKED BY:	V.HAMMOND
FIELD BOOK #:	N/A
JOB NUMBER:	260904
FOLDER NUMBER:	260904
COGO FILE:	N/A
DISC FILE:	260904-ALC-AUBURN
COUNTY/LL/D/S:	BARROW/1740 GMD
PLAT FILE:	A
SHEET:	1 OF 1



1. **SITE:** AUBURN WINE & SPIRITS (UNDER CONSTRUCTION) *ZONED C1*
   1612 ATLANTA HIGHWAY, AUBURN, GEORGIA 30011
2. **SCHOOL:** AUBURN ELEMENTARY SCHOOL
   1334 6TH AVENUE, AUBURN, GEORGIA 30011 (NOT SHOWN)
   7,935 FEET± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
3. **CHURCH:** APPALACHEE BAPTIST CHURCH
   1599 ATLANTA HIGHWAY, AUBURN, GEORGIA 30011
   835 FEET± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
4. **ALC-TRT-CTR:** BARROW COUNTY CLINIC
   98 LANTHIER STREET, WINDER, GEORGIA 30680 (NOT SHOWN)
   8.1 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
5. **HOUSING AUTHORITY:** HOUSING AUTHORITY OF THE CITY OF WINDER
   55 MARION LAY STREET, WINDER, GEORGIA 30680 (NOT SHOWN)
   7.1 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
6. **LIQUOR STORE:** DACULA CORK AND BOTTLE
   2200 HURRICANE SHOALS ROAD, DACULA, GEORGIA 30019 (NOT SHOWN)
   5.3 MILES± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE
7. **RESIDENCE:** 105 AUBURN GATE LANE, AUBURN, GEORGIA 30011
   740 FEET± ROUTE OF TRAVEL, ENTRANCE-ENTRANCE

NOTE: FOR THIS SURVEY THE DISTANCES SHOWN HEREON (UNLESS OTHERWISE INDICATED) WERE MEASURED IN ACCORDANCE WITH THE CITY OF AUBURN ORDINANCES (**SECTION 5.50.2100** E) BY MOST DIRECT ROUTE OF TRAVEL ON THE GROUND, FROM FRONT DOOR TO FRONT DOOR.

WATTS & BROWNING ENGINEERS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
1590 NORTH ROBERTS ROAD, SUITE 107
KENNESAW, GEORGIA 30144
PHONE: (678) 324-6192
FAX: (770) 694-6870
WWW.WBENGR.COM
LSF000429 - PEF000714

GRAPHIC SCALE

0 500 1000

(IN FEET)

1 inch = 500 ft.

GEORGIA REGISTERED FLORIDA LAND SURVEYOR V. T. HAMMOND

CITY OF AUBURN REQUIREMENTS
PLAT TO ACCOMPANY
ALCOHOLIC BEVERAGE LICENSE FOR
DELIGHT SPIRITS, LLC
D/B/A

AUBURN WINE & SPIRITS

1612 ATLANTA HIGHWAY NW
AUBURN, GEORGIA 30011
G.M.D. 1740
CITY OF AUBURN
BARROW COUNTY, GEORGIA

SEPTEMBER 8, 2026
SEPTEMBER 16, 2026: REVISED TO SHOW CITY OF AUBURN REQUIREMENTS

Control Number : 25190970

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

DELIGHT SPIRITS LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/23/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **10/01/2025**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 9/23/2025 10:45:43 PM

BUSINESS INFORMATION

CONTROL NUMBER	25190970
BUSINESS NAME	DELIGHT SPIRITS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/23/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
DAVID KIM	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
DAVID KIM	ORGANIZER	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA
EUNHAE LEE	ORGANIZER	1439 HARRIS RD, LAWRENCEVILLE, GA, 30043, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	DAVID KIM
AUTHORIZER TITLE	Organizer

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (hereinafter referred to as "Lease"), made this 1st day of October and between **DELIGHT SPIRITS RE LLC** (hereinafter referred to as "Landlord") and **DELIGHT SPIRITS LLC** (hereinafter referred to as "Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of the payment of rent, and the keeping and performing of the covenants and agreements hereinafter set forth to be kept and performed by Landlord and Tenant, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain store premises, together with all furniture, fixtures and equipment therein, commonly referred to as **DELIGHT SPIRITS LLC** (hereinafter referred to as the "Premises") located at **1612 Atlanta Hwy, Auburn, GA 30011,** for the term, at the rental, and subject to and upon all of the terms and conditions hereinafter set forth.

TERMS AND CONDITIONS

1. TERM

A. The Premises are hereby leased and demised unto Tenant, to have and to hold, for a term ("Term") of TEN (10) year, commencing on the 1 day of October 2026, and ending at midnight on the 30 day of September 2036

B. The commencement date ("Commencement Date") of this Lease shall be the 1 day of October 2026

2. RENTAL

A. The Base Rent shall be as follows:

1. Monthly Rent during 1 month through 120 months: $15,000

Rental shall be payable at the office of the Landlord located at **1612 Atlanta Hwy, Auburn, GA 30011**, or such other place as the Landlord may, from time to time, hereafter designate by notice as provided herein.

B. In the event that a monthly Rental installment is not paid by the TENTH (10^{TH}) day of each and every month during the Term, then in each such instance Tenant shall pay FIVE Percent (5%) of the monthly Rental rate.

3. ADVANCE RENT, SECURITY DEPOSITS, PURCHASE PRICE AND INVENTORY

A. Landlord acknowledges receipt in the amount of NONE AND NO/100 DOLLARS ($0.00) representing base pro-rated rent for the first month (N/A) of the Term of this Lease.

B. Landlord acknowledges receipt in the amount of NONE AND NO/100 DOLLARS ($0.00) representing a first installment on the security deposit for Tenant's faithful performance of the terms of the Lease. Tenant shall be entitled to the return of the security deposit upon the termination or expiration of this Lease, provided that Tenant is current on all obligations to the Landlord hereunder, and the premises are in the same condition as existed at the commencement of this Lease, normal wear and tear excepted.

C. Landlord shall have the right to apply any part of said deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the Term of this Lease. In the event of a sale of the building or a lease of the building, subject to this Lease, Landlord shall have the right to transfer the security to the vendee or lessee, and Landlord shall thereupon be released from all liability for the return of such security and Tenant shall look to new Landlord solely for the return of said security and this provision shall apply to every transfer or assignment made of the security to a new Landlord. The security deposited under this Lease shall not be assigned or encumbered by Tenant without the consent of Landlord and any such assignment or encumbrance shall be void.

D. Landlord acknowledges receipt in the amount of NONE AND NO/100 DOLLARS ($0.00) as the purchase price of AUBURN WINE & SPIRITS located at **1612 Atlanta Hwy, Auburn, GA 30011.** It is further acknowledged by Landlord and Tenant that the transaction herein is that of only the lease of Premises, not the sale thereof.

E. Tenant and Landlord acknowledge that appraisal of inventory was taken before the Commencement Date of this Lease and that said appraisal of inventory has been paid by Tenant to Landlord before execution of this Lease.

4. CONDITION OF PREMISES

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

5. USE OF PREMISES AND LICENSES

A. Tenant covenants and agrees to use, occupy and during normal business hours operate the Premises as a PACKAGE STORE, and for no other purpose. Tenant agrees to use the Premises in a careful, safe and proper manner, and not to use or permit the Premises to be used for any purposes prohibited by applicable federal, state, county, municipal or other

governmental laws, codes, rules and regulations. Including, but not limited to any drug or drug related activity, possession of firearms, or fighting involving weapons of any kind. Tenant shall not commit waste, or suffer or permit waste to be committed, or permit any nuisances on the Premises, nor shall Tenant store or dispose of any hazardous or toxic waste or materials on or about the Premises.

B. Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner.

C. Tenant shall be responsible to obtain all applicable city, county, and state licenses, including beer and wine license and state lottery permits.

6. LANDLORD'S EQUIPMENT

A. Premises contain certain equipment, being more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Equipment"). The Equipment is the property of and shall remain the property of the Landlord. Tenant agrees, at all times during the Term of this Lease and any extensions thereof, to comply with all terms, covenants, required guarantees and conditions contained in any and all agreements relating to the Equipment entered into by Landlord. Tenant agrees, at all times during the Term of this Lease and any extensions thereof, to make timely payments of any and all agreements relating to said Equipment. Tenant shall not, without the express prior written consent of Landlord, modify, alter, amend or otherwise cancel any and all existing agreements relating to said Equipment. Landlord and Tenant agree that Tenant shall not be liable for any equipment which, through no fault of Tenant, that are repossessed or removed by any leasing company.

B. Furthermore, Tenant covenants and agrees that Tenant shall at all times during the Term of the Lease maintain and make any and all reasonable repairs to the Equipment in good condition, which Landlord deems necessary or desirable. All such repairs and maintenance shall be made by the Tenant at her sole cost, but in the event Tenant fails to make such repairs or maintain the Premises as provided herein, then Landlord may, but shall not be obligated to, make such repairs and maintenance and shall charge the cost thereof to the Tenant in addition to the Rental.

7. UTILITIES

A. Tenant shall pay, as of and from the Date upon which Tenant takes possession of the Premises, all charges for electricity, water, gas, sewage and other utilities and services used by Tenant on the Premises. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same and such payment may be added to the rental of the Premises next due as additional rent.

B. Tenant shall keep the Premises clean both inside and outside, and at Tenant's sole cost and expense, shall remove or shall caused to be removed all refuse from the Premises. Tenant shall not burn any materials or rubbish of any description upon the Premises. Landlord

reserves the right to employ rubbish removal service for the Tenant. Tenant agrees to pay the costs of said service attributable to the Premises.

8. LANDLORD'S MAINTENANCE AND REPAIRS

A. Landlord agrees that upon written notice from Tenant, Landlord shall, during the Term of this Lease, keep, repair and maintain in good order and condition only the following portions of the Premises: the roof; the exterior walls; the foundation; structural parts of the floor; any load-bearing interior walls; gutters and downspouts; electrical system; and air conditioning system. Landlord shall not be required to make any repairs to windows, plate glass or doors, or to repair any damage which Landlord would otherwise be obligated to repair if caused by or resulting from the act, omission, default or negligence of Tenant, its employees, officers, agents, licensees, invitees, contractors or subcontractors

B. Landlord further covenants and agrees that it shall, at its sole cost and expense, make any and all repairs, alterations and additions which may be hereinafter required by any laws, ordinances, orders or regulations of any public authorities having jurisdiction over the Premises. However, Landlord shall not be obligated to make any such repairs, alteration and additions if same are required because of the nature of the use of the Premises by Tenant or Tenant's agents, employees or invitees or because of any breach of this Lease.

9. TENANT'S MAINTENANCE AND REPAIRS

A. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant covenants and agrees that Tenant shall at all times during the Term of the Lease maintain the Premises and make any and all repairs and replacements to the Premises that are necessary or desirable to keep, repair and maintain the Premises in good and tenantable condition at Tenant's sole cost. Tenant's repair and maintenance obligations during the Term shall include, but not be limited to, maintenance of the bathroom facilities, plumbing systems, alarm systems, surveillance systems, lighting systems, roof, exterior and interior of the Premises, parking lot and surrounding landscaping. Tenant further agrees that she shall keep, repair and maintain the gasoline systems, including, but not limited to, gasoline dispensers, lines, swivels, hoses and nozzles. All such repairs and maintenance shall be made by the Tenant at her sole cost, but in the event Tenant fails to make such repairs or maintain the Premises as provided herein, then Landlord may, but shall not be obligated to, make such repairs and maintenance and shall charge the cost thereof to the Tenant in addition to the Rental.

B. Furthermore, Tenant covenants and agrees that Tenant shall at all times during the Term of the Lease maintain and make any and all repairs and replacements to the fixtures, furnishings, appliances, and equipment in good condition, which Landlord deems necessary or desirable. Tenant shall bear responsibility for any and all damage or injury to the Premises and to the fixtures, appurtenances and equipment thereon, which damage or injury is not caused by the gross negligence or willful misconduct of Landlord, or which results from fire, explosion, air conditioning unit or system malfunctions, short circuits, flow or leakage of water, or by bursting or leaking of pipes or plumbing works or any damage or injury caused by the Tenant or Tenant's agents, employees or contractors in moving in or out of the Premises of surrounding building(s),

or installing or removing any of the Tenant's property or fixtures, or from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other cause of Tenant, her servants, employees, agents or licensees. Tenant shall cause all such damage or injury to the Premises or any improvements thereon to be repaired and restored promptly at her sole cost and expense, to the satisfaction of Landlord. All such repairs and maintenance shall be made by the Tenant at her sole cost, but in the event Tenant fails to make such repairs or maintain the Premises as provided herein, then Landlord may, but shall not be obligated to, make such repairs and maintenance and shall charge the cost thereof to the Tenant in addition to the Rental.

C. Tenant shall replace, at her sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises.

10. TENANT'S INTERIOR ALTERATIONS, ADDITIONS OR IMPROVEMENTS

A. Tenant, at its own expense, may, with Landlord's prior consent in each instance, from time to time during the Term of the Lease, make any nonstructural alterations, additions, improvements or other remodeling in and to the Premises as Tenant deems reasonably necessary or desirable for its purposes. All improvements shall, at the option of Landlord, become the property of landlord, or, if Landlord provides to Tenant a written notice not less than thirty (30) days prior to the expiration of the Term, Tenant shall, at her sole cost and expense, remove any alteration, addition or improvement, whether structural or nonstructural, made in accordance herewith, and Tenant shall restore the Premises and any damages caused by such removal at the expiration of early termination of the Term hereof.

B. Tenant agrees to make any such alterations, additions or improvements in a good, workmanlike manner, and in accordance with all valid requirements of municipal or other governmental authorities. Tenant agrees to cause any mechanics' or materialman's liens, incurred as a result of construction work instigated by or at the direction of Tenant, to be promptly paid, bonded or otherwise discharged, and hereby agrees to indemnify and hold Landlord harmless from any cost or expense occasioned thereby. If any such lien remains of record after thirty (30) days' notice from Landlord to Tenant to remove the same, then Landlord may bond, discharge or satisfy same in such manner as it deems appropriate and charge the costs and expenses thereof, including without limitation, reasonable attorneys' fees, to Tenant, and Tenant shall pay same within thirty (30) days after notice of the amount thereof.

C. Notwithstanding any other provisions in this Agreement, Tenant shall not perform any renovations, alterations, or any kind of improvements without the prior written consent of Landlord.

11. LANDLORD'S RIGHT OF ENTRY

Tenant acknowledges and agrees that Landlord may enter the Premises at any time in the event of an emergency, and at any reasonable time as follows: to examine and inspect same; to exhibit same to prospective purchasers or, during the last six (6) months of the Term hereof, to prospective tenants; to perform such repairs, alterations or other maintenance as Landlord is

obligated to perform hereunder, or as Landlord may deem necessary or proper for the safety, improvement or preservations of the premises or, if Landlord so elects in accordance with the terms hereof, to perform any obligations of Tenant's obligations hereunder. No such entry or acts of Landlord, its agents, servants or employees shall constitute or be deemed to constitute an actual or constructive eviction of Tenant, nor result in Landlord being liable for any claims or damages, or any offset, deduction, reduction or abatement of rent.

12. RULES AND REGULATIONS

Tenant shall faithfully observe and strictly comply with the reasonable Rules and Regulations as Landlord may from time to time reasonably adopt for the safety, care, and cleanliness or the preservation of good order therein.

13. COMPLIANCE WITH LAWS

Tenant, at her sole cost and expense, shall comply with all laws, orders and regulations of governmental authorities and with any direction any public officer or officers, pursuant to law, which shall impose any violation, order or duty with respect to the Premises, the use or occupation thereof.

14. ASSIGNMENT AND SUBLETTING

Landlord and Tenant agree that neither the Premises nor the Lease may be transferred, sublet in whole or in part or assigned, without the prior written consent of Landlord, which will not be unreasonably withheld. Consent to one assignment or sublease shall not destroy this provision, and all later assignments and subleases shall likewise be made only upon written notice to Landlord not less than thirty days prior to the assignment. Subtenants shall become liable directly to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability. Landlord may at its option lease the whole or any portion of the Premises directly to Tenant's prospective subtenant or assignee in which event Tenant shall be released from all liability with respect to the portion of the Premises so leased.

15. ASSIGNMENT BY LANDLORD

The Landlord may assign, convey, transfer, sell or mortgage, by way of a security instrument or otherwise, the Premises or this Lease, or any part thereof or any part hereunder without the Tenant's consent. Any assignment by Landlord of its entire interest of the Premises, or its entire rights under this Lease, shall relieve Landlord of any further obligation hereunder, except for obligations accrued at the time of such assignment. Further, the Tenant agrees that upon an assignment, sale, conveyance, transfer, or mortgage as herein described, the Tenant shall at all times perform the covenants, terms and conditions contained herein and shall attorn to such assignee, grantee, transferee or mortgagee and shall not be relieved from her obligations under this Lease.

16. MORTGAGE SUBORDINATION, AGREEMENT TO SUBORDINATE

This Lease shall be and is hereby made subject and subordinate at all times to the lien or security title of any mortgage or security deed granted now, or in the future, to or by the Landlord, which may now or hereafter affect the Premises or which is located at the Premises and to all renewals, modifications, consolidations, participation, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required unless otherwise required or requested by Landlord. In confirmation of such subordination, the Tenant agrees to promptly execute any document or certificate effectuating such subordination as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord its attorney-in-fact to execute such document or certificate for and on behalf of Tenant. Further, the Tenant agrees to promptly (within 10 days from the date of a written request to Tenant by the Landlord) execute any and all estoppel documents or certificates as the Landlord may from time to time request.

17. INDEMNIFICATION AGAINST LIABILITY

Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising in any way whatsoever from Tenant's use of the Premises or the conduct of her business thereon, or from any activity, work or thing done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify Landlord with respect to any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant or any of its agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or as a result of proceedings brought in connection therewith; and in case any action or proceeding shall be brought against Landlord by reason mentioned above, Tenant, upon written notice from Landlord, shall immediately defend the same at Tenant's expense. Tenant, as a material part of the consideration to Landlord for this Lease, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises from any cause other than Landlord's gross negligence or willful misconduct or through the actions of third parties that are beyond the control of the Tenant.

18. INSURANCE

A. Tenant covenants and agrees to procure the following insurance coverage with respect to the Premises, in the amounts stated below and from a company or companies reasonably acceptable to Landlord and to maintain same in full force and effect at all times beginning with tender of possession of the Premises to Tenant through the expirations or termination of the Term of this Lease. Further, Tenant shall provide Landlord with a certificate of the insurance policies at the time of the execution of this Agreement:

1. Tenant shall maintain at its expense Public Liability Insurance not less than One Million and No/100 Dollars ($1,000,000) coverage with respect to the death or injury of any one person occurring in the Premises or Common Areas;

2. Tenant shall maintain at its expense fire and extended coverage of insurance on all of its personal property, including all removable trade fixtures and equipments, located in the premises and on its non-Building standard leasehold improvements and all

other additions and improvements (including fixtures) made by Tenant and not required to be insured by Landlord. Tenant hereby waives any right of action against Landlord for loss or damage covered by such insurance and Tenant covenants and agrees with Landlord that it will obtain a waiver from the carrier of such insurance releasing such carrier's subrogation rights as against Landlord.

3. Tenant shall maintain at its expense fire and extended coverage of insurance in an amount equal to the highest insurable value on the real property, including any and all structures, buildings and improvements located on the Premises.

C. The above insurance requirements and policy amounts may be reasonably amended and increased by the Landlord, from time to time, throughout the Term of this Lease and any extensions thereof. All policies shall include and name the Landlord and Landlord's lenders as additional insured and/or loss payee.

19. DEFAULT

A. If Tenant fails to pay rent on or before due date or fails to perform Tenant's obligations hereunder; or if, Tenant makes an assignment for benefit of creditors; or if, Premises or Tenant's effects or interest should be levied upon or attached under process against Tenant, and not satisfied or dissolved within five (5) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at its option may at once, or within 6 months thereafter (but only during continuance of such default or condition) terminate this Lease by written notice to Tenant. After an authorized assignment or subletting the occurring of any of the foregoing defaults or events shall affect this Lease only if caused or happening to the assignee or sublessee. Upon such termination by Landlord, Tenant will at once surrender possession of Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

B. Landlord, as Tenant's agent, without termination of this Lease, upon Tenant's breach or default of this Lease, may at Landlord's option enter upon and rent Premises at the best price obtainable by reasonable effort, without advertisement, and by private negotiations and for any term Landlord deems proper.

C. Tenant, upon default and termination of this Lease shall pay a penalty equal to the amount of THREE months prior Rental.

20. LANDLORD'S LIEN FOR RENT

The Tenant agrees that, should Tenant be in default under this Lease, Landlord shall have a landlord's lien on all furniture and fixtures, accounts receivable, goods and chattels of Tenant, which may be brought or put on the Premises, as security for the payment of the Rental herein, and agrees that the Landlord's lien for the payment of said Rental may be enforced by any remedy available to Landlord at law or in equity, at the sole option of the Landlord. Tenant

agrees, if requested by the Landlord, to execute appropriate financing statements perfecting Landlord's lien in all such personal property of Tenant upon the execution of the Lease.

21. EARLY TERMINATION

No termination of this Lease by Tenant prior to the normal ending thereof by lapse of time or otherwise shall affect Landlord's right to collect rent for the period prior to termination thereof. Neither party shall have the right to terminate the Lease unless there is a material default in the terms of the Lease, which is not curable within a reasonable amount of time and after reasonable notice.

22. TAXES

A. PERSONAL PROPERTY TAXES: Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon the fixtures, furnishings, equipment, or upon all other personal property located in the Premises. Anything herein contained to the contrary notwithstanding, the Landlord shall have the right, at its option, to pay any such taxes before the issuance of a tax sale certificate thereon, in which event the sum so paid by the Landlord shall be reimbursed within ten (10) days after demand therefore in addition to the Rental.

B. REAL PROPERTY TAXES: During the term of this Lease, and within ten (10) days of presentment by the Landlord to Tenant of the current real property tax bill, for each year of this Lease and any extensions thereof, Tenant shall pay to the Landlord all taxes assessed or levied against or levied upon the underlying lot(s), Premises and building(s) by any governmental, city, county, or state taxing authority as general real property taxes. Anything to the contrary notwithstanding, the term general real property taxes shall include, but shall not be limited to, charges for waste fees, water and sewer charges, special lighting and/or drainage districts, county property taxes, municipal property taxes, county school taxes, and any other charge customarily found on the combined real property tax bill issued by any governmental, city, county, or state taxing authority.

C. At Landlord's option, Landlord may require Tenant to pay the above taxes, in advance, on a monthly basis based on the previous year's tax bill, and any shortages shall be adjusted and shall be paid by Tenant upon payment of the tax bill by Landlord.

23. RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, if being understood and agreed that neither the method of computation of Rent nor any of the provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

24. DESTRUCTION OR DAMAGE TO PREMISES

If the Building in which premises are located is totally destroyed (or so substantially damaged as to be untenantable) by storm, fire, earthquake, or other casualty, this Lease shall, at the option of either party, by giving notice within thirty (30), terminate as of such destruction or damage and rental shall be accounted for as between Landlord and Tenant as of this date. If Premises are damaged or are rendered partially untenantable by any such casualty, rental shall abate in proportion to the area of Premises which cannot be used or occupied by Tenant as a result of such casualty, and Landlord shall restore premises within 150 days the date of such casualty. In no event shall rent abate if damage or destruction of Premises is the result of negligence of Tenant, its agents, or employees.

25. SIGNS

All signs used by Tenant shall be approved by Landlord prior to the installation of any such signs. Tenant shall pay for the cost of any and all such signs.

26. EMINENT DOMAIN

If all or any substantial part of Premises or the land on which Building stands or any estate therein are taken by virtue of eminent domain or are conveyed or leased in lieu of such taking, the Lease shall expire on the date when title shall vest or the term of such lease shall commence, and any rent paid for any period beyond said date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award or any payment in lieu thereof; provided, however, that widening of streets abutting the land on the building stands shall not affect this Lease, provided no part of the Building is so taken.

27. SEPARABILITY

Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party shall in no way discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

28. SEVERABILITY

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and shall be enforced to the fullest extent permitted by applicable law.

29. REMEDIES CUMULATIVE

The remedies provided in this Lease are cumulative, and shall not affect, in any manner, any of the remedies that any party may have for any default or breach by the other party. The

exercise of any right or remedy shall not constitute a waiver of any other right or remedy under this Lease or provided by law or equity.

30. HOLDING OVER

If Tenant remains in possession after expiration of Term hereof, with Landlord's acquiescence and without any distinct agreement between the parties, Tenant shall be a tenant at will and such tenancy shall be subject to all the provisions hereof. Nothing in this Paragraph shall be construed as consent by Landlord to possession of Premises by Tenant after the expiration of the Term.

31. NOTICE

A. All notices required by law or by this Lease to be given by either party to the other shall be valid only if in writing and **shall** be deemed to be duly given only if sent by registered or certified U.S. Mail, return receipt requested, postage paid, to the following respective addresses:

Landlord: DELIGHT SPIRITS RE LLC
1612 Atlanta Hwy, Auburn, GA 30011

Tenant: DELIGHT SPIRITS LLC
1612 Atlanta Hwy, Auburn, GA 30011

B. Tenant hereby appoints as its agent to receive notice of all dispossessory or distraint proceedings, the person occupying Premises; and if there is no person occupying same, then such service may be made by attachment thereof on the main entrance of the Premises. Notice shall be deemed given ten (10) days after being so deposited in the U.S. Mail or on the date personally delivered, as the case may be.

32. SUCCESSORS AND ASSIGNS

The provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, legal representatives and assigns; it being understood that term "Landlord," as used in this Lease, means only the owner, or the lessee for the time being of the land and Building of which premises are a part, so that in the event of any sale or sales of property or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants obligations of Landlord hereunder accruing thereafter, and it shall be deemed without further agreement that the purchaser, or .lessee, as the case may be, has assumed and agreed to carry out and all covenants and obligations of Landlord hereunder during the period such party has possession of the land and Building. Should the land and the entire Building be severed as to ownership by sale and/or lease, then the owner of the entire Building or lessee of the entire Building that has the right to lease space in the Building to Tenants shall be deemed the "Landlord." Tenant shall be bound to any succeeding party Landlord for all the

terms, covenants and conditions hereof and shall execute any attornment agreement not in conflict herewith at the request of any succeeding party Landlord.

33. ATTORNEY'S FEES AND HOMESTEAD

If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees.

34. TERMS "LANDLORD" AND "TENANT"

The parties "Landlord" and "Tenant" and pronouns relation thereto, as used herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

35. TIME OF ESSENCE

Time is of the essence in the performance of all covenants and conditions of this lease.

36. EXCULPATION OF LANDLORD

Landlord's obligations and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Premises, and neither Landlord nor any Joint Ventures (if any), officers, directors, general partners, or shareholders, or Landlord shall have any personal liability whatsoever with respect to this Lease. Tenant's obligation and liability to Landlord with respect to this Lease shall be limited to Tenant's interest in the Premises, and Tenant shall not have any personal liability to Landlord.

37. MULTIPLE TENANTS

If more than one individual or entity comprises and constitutes Tenant, then all individuals and entities comprising Tenant are and shall each be jointly and severally liable for the due and proper performance of Tenant's duties and obligations arising under or in connection with the Lease.

38. FORCE MAJEURE

Both parties shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease when prevented from so doing by a cause or causes beyond their reasonable control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, and acts of God.

39. GOVERNING LAW

The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

40. GOVERNMENTAL REGULATIONS

Tenant waives the benefits of all existing and future rent control legislation and statues and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

41. ENTIRE AGREEMENT

It is agreed between Landlord and Tenant that there are no oral agreements or representations between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, representations and undertakings, if any, between the parties hereto or between the parties thereto and any real estate broker who may represent either or both of said parties and none thereof shall be used to interpret or construe this Lease. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this Lease.

42. RETURN OF PREMISES

At the termination of this Lease, Tenant shall surrender the Premises and Landlord's Equipment to Landlord, clean and in as good condition and repair as reasonable and proper use thereof will permit, reasonable wear and tear excepted. If not in default, Tenant shall have the right at the end of the Term of this Lease to remove any of Tenant's equipment, furniture, trade fixtures or other personal property placed, but not affixed to, the Premises by Tenant, provided that Tenant repairs any damages to the Premises caused by such removal within ten (10) days.

43. RIGHT OF FIRST REFUSAL

A. In the event Tenant desires to sell, transfer, convey, assign or otherwise dispose of all or substantially all of its assets, business or stock, Tenant shall give to Landlord written notice of such intent. Such notice shall specify the sales price for the assets, business or stock, as the case may be, and all other relevant conditions. Within THIRTY (30) days after the receipt of such notice from Tenant, Landlord shall notify Tenant whether or not it intends to acquire the assets, business or stock, as the case may be, at the price and on the terms and conditions specified in the notice from Tenant. If Landlord wishes to acquire the assets, business or stock, as the case may be, at the price and on the terms specified in said notice, it shall forthwith proceed to complete the acquisition thereof within thirty (30) days after receipt of said notice or within such greater or lesser amount of time as they mutually agree upon. If Landlord notifies Tenant that it does not wish to acquire the assets, business or stock, as the case may be, at the price and on the terms and conditions set forth in said notice, or if Landlord has not notified Tenant that it wishes to acquire the assets, business or stock, as the case may be, within thirty

(30) days after the receipt of said notice, then Tenant shall be entitled to sell, transfer, convey or otherwise dispose of the assets, business or stock, as the case may be, to any third party at a price and on such terms and conditions no less favorable than those set forth in said notice.

B. In the event Landlord desires to sell, transfer, convey, assign or otherwise dispose of all or substantially all of the Premises, Landlord shall give to Tenant written notice of such intent. Such notice shall specify the sales price for the Premises and all other relevant conditions. Within THIRTY (30) days after the receipt of such notice from Landlord, Tenant shall notify Landlord whether or not it intends to acquire the Premises at the price and on the terms and conditions specified in the notice from Landlord. If Tenant wishes to acquire the Premises at the price and on the terms specified in said notice, it shall forthwith proceed to complete the acquisition thereof within thirty (30) days after receipt of said notice or within such greater or lesser amount of time as they mutually agree upon. If Tenant notifies Landlord that it does not wish to acquire the Premises at the price and on the terms and conditions set forth in said notice, or if Tenant has not notified Landlord that it wishes to acquire the Premises within thirty (30) days after the receipt of said notice, then Landlord shall be entitled to sell, transfer, convey or otherwise dispose of the Premises to any third party at a price and on such terms and conditions no less favorable than those set forth in said notice.

44. HAZARDOUS SUBSTANCES

Notwithstanding anything to the contrary contained herein:

(a) The Tenant will comply with all federal, state and local rules, regulations and ordinances pertaining to the storage, use and dispensing of gasoline products, and all equipment used in connection therewith on the Premises, including, but not limited to, payment of all costs and expenses incurred in connection with any required or elective modifications or upgrading of any gasoline equipment or storage tanks located on the Premises. Furthermore, Tenant will provide to Landlord on a monthly basis copies of all reports required to be filed with any governmental or quasi-governmental agency having jurisdiction over the Premises pertaining to the dispensing of gasoline products thereon, including, but not limited to, requirements of the Georgia "GUST" Fund.

(b) Except for the storage, use and dispensing of gasoline products by the Tenant in compliance with all federal, state and local rules, regulations and ordinances pertaining to the same, Tenant hereby covenants that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be placed, held, located, or disposed of, in, on or at the Premises or any part thereof.

(c) For purposes of this Lease, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") or the list of toxic pollutants designated by Congress or the EPA, or which are defined as hazardous, toxic, pollutant, infectious, or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating,

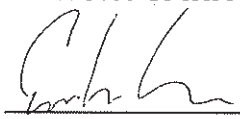
relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous wastes, substances, or material, as now or at any time hereafter in effect.

(d) Tenant hereby agrees to indemnify, defend and hold Landlord harmless from and against any and all losses, liabilities, damages, injuries, expenses (including reasonable attorney's fees actually incurred), costs of any settlement of judgment, and claims of any and every kind whatsoever, paid, incurred, suffered by or asserted against Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees actually incurred), costs of any settlement or judgment or claim asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local "Super Fund" or "Super Lien" laws, or the statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substances. The indemnifications of the Tenant set forth in this subparagraph relate to the matters set forth herein that occur on or after the Commencement Date hereof.

45. SPECIAL STIPULATIONS

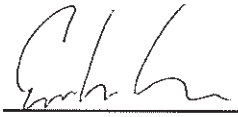
NONE.

LANDLORD:
DELIGHT SPIRITS RE LLC



BY: EUNHAE LEE
Managing Member

TENANT:
DELIGHT SPIRITS LLC



BY: EUNHAE LEE
Managing Member

MAYOR
Richard E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

AGENDA ITEM: 2b

TO: Mayor and Council

FROM: Michael Parks
City Manager

DATE: October 22, 2026

PURPOSE: To consider approval of an Intergovernmental Agreement (IGA) between the City of Auburn and Gwinnett County for the Shackelford Park Project.

BACKGROUND: Staff is preparing plans for a walkway designed to provide safe and convenient access to the Gwinnett County Greenway walking trail. The Shackelford Park Project will be funded through Gwinnett County SPLOST funds dedicated to the City of Auburn. The IGA will establish the terms and conditions for the use of these funds and coordinate project implementation between Gwinnett County and the City of Auburn.

RECOMMENDATION: Staff recommends approval of the Intergovernmental Agreement with Gwinnett County for the Shackelford Park Project.

FUNDING: Gwinnett County SPLOST

ATTACHMENTS: Gwinnett County IGA
Shackelford Park Walkway Concept

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the day of _____, 2026, by and between the CITY OF AUBURN, GEORGIA, a municipal corporation in the State of Georgia ("AUBURN") and GWINNETT COUNTY, a political subdivision of the State of Georgia ("GWINNETT")

W I T N E S S E T H:

WHEREAS, AUBURN is a duly chartered municipal corporation authorized by law to enter into intergovernmental agreements; and

WHEREAS, GWINNETT COUNTY is a political subdivision of the state authorized by law to enter into intergovernmental agreements; and

WHEREAS, AUBURN and GWINNETT each have interest in connecting Auburn's Shackelford Park to GWINETT'S trail system for the purpose of providing a public walking trail over the Apalachee River, and;

WHEREAS, a walking trail project at Shackelford Park will create pedestrian access to GWINNETT'S trail system for AUBURN and GWINNETT and;

WHEREAS, the project will provide a benefit to residents and visitors of all parties to this agreement by allowing for connections to current and future recreational amenities, and;

WHEREAS, the parties wish to work cooperatively to move towards creating pedestrian connectivity from Auburn's Shackelford Park to Gwinnett's Trail system;

NOW, **THEREFORE**, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the AUBURN and GWINNETT do hereby agree as follows:

Section 1
Term

This Agreement shall become effective upon the date of execution and shall continue in full force and effect until October 1, 2066.

Section 2
Funding

AUBURN agrees to apply Gwinnett County SPLOST funds designated for parks to design and construct the connection described herein. AUBURN will pay all of the project costs from its SPLOST

funds. The parties agree that AUBURN will administer the design and construction. The parties agree to complete the work according the Project Description and Scope of Work attached hereto as Exhibit "A" and the plan attached hereto as Exhibit "B" and incorporated herein by reference. GWINNETT will permit AUBURN to connect the improvements described herein to its Greenway Trail system as shown and described in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

Section 3
Project Management/Accounting

AUBURN will provide GWINNETT quarterly reports regarding the status of the project until construction is complete. AUBURN agrees to provide all project management and financial accounting for the project.

Section 4
Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and the laws of the State of Georgia.

Section 5
Entire Agreement

This Agreement expresses the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, negotiations, and communications between the four parties hereto.

Section 6
Severability

The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 7
Amendments or Modifications

No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by all parties hereto.

Section 8
Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, AUBURN, and GWINNETT acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

CITY OF AUBURN, GEORGIA

By: _____
Richard E. Roquemore, Mayor

Date: _____

Attest: _____
Brooke Haney, City Clerk

(SEAL)

GWINNETT COUNTY, GEORGIA

By:_____
Nicole Love Hendrickson, Chairperson

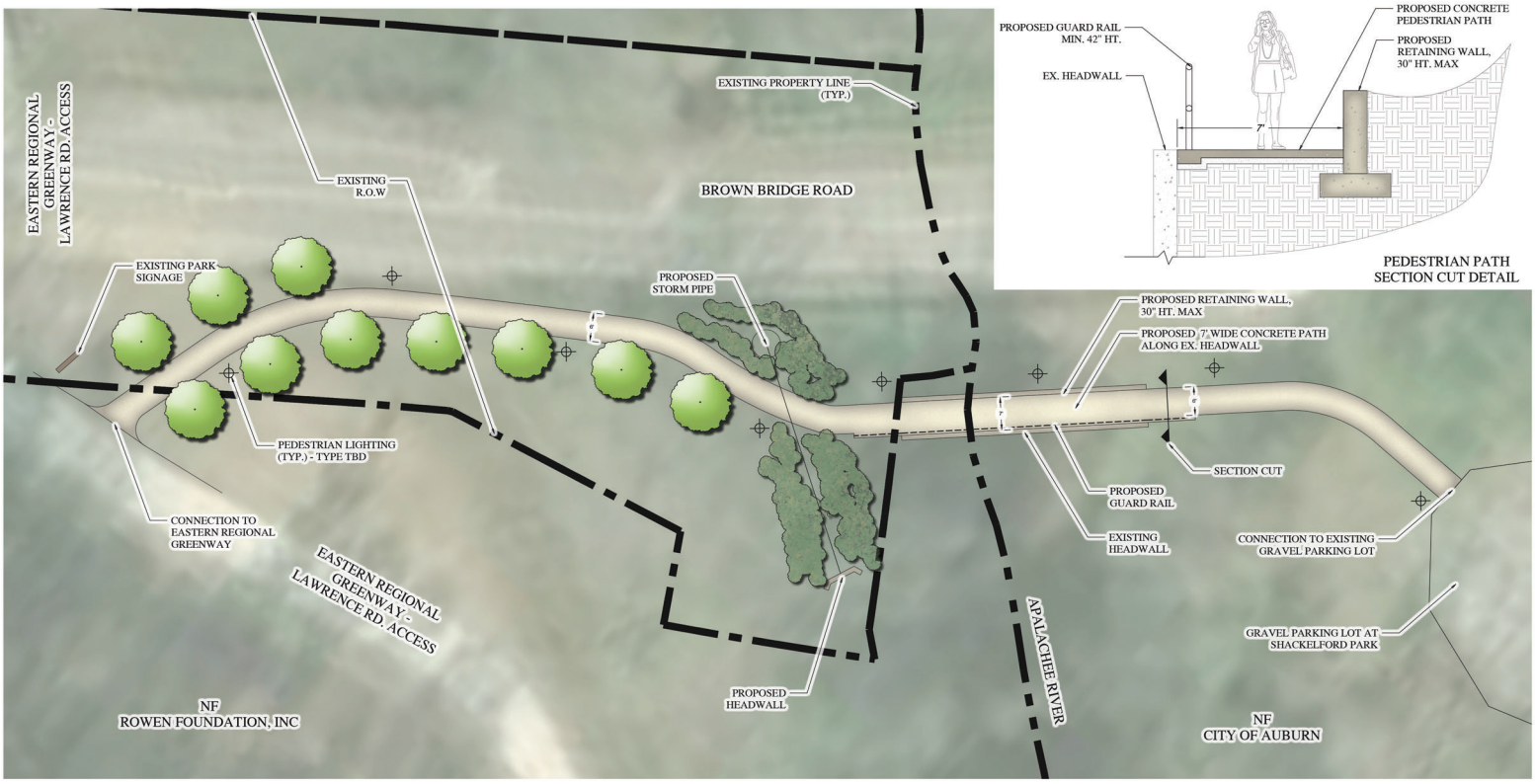
Date:_____

Attest:_____

(SEAL)

Exhibit A
Project Description and Scope of Work

Construction of a trail connecting the existing Shackleford Park to the existing Eastern Regional Greenway on the opposite side the Apalachee River, near the intersection of Lawrence Road and Brown Bridge Road. The proposed improvements include the new concrete trail, guardrail, low retaining wall, limited storm infrastructure, pedestrian bridge, lighting, and the planting of ornamental trees and shrubs. The City will maintain this segment of trail, including the storm water infrastructure, planting, and pedestrian lighting for the portion of the proposed improvements located on Gwinnett County Property. Refer to Exhibit B for the conceptual layout plan of the proposed improvements.



Auburn
Your vision. Our passion. Your Auburn.

SHACKELFORD PARK SIDEWALK - CONCEPT

Keck+Wood
COLLABORATION BY DESIGN

0 10' 20'
SCALE: 1" = 10'

AUBURN, GA

SEPTEMBER 30, 2026

K&W PROJECT NO. 260302

CANOPY TREES



QUERCUS SHUMARDII,
SHUMARD OAK



BETULA NIGRA 'BNMTF',
RIVER BIRCH 'DURA HEAT'



ACER BUERGERIANUM,
TRIDENT MAPLE

ORNAMENTAL TREES



CORNUS FLORIDA,
FLOWERING DOGWOOD



AMELANCHIER X GRANDIFLORA
'AUTUMN BRILLIANCE',
AUTUMN BRILLIANCE SERVICEBERRY



CHIONANTHUS VIRGINICUS,
FRINGE TREE

STORM WATER



ITEA VIRGINICA,
VIRGINIA SWEETSPIRE



WINTERBERRY,
ILEX VERTICILATA



CEPHALANTHUS OCCIDENTALIS,
BUTTONBUSH



PANICUM VIRGATUM,
SWITCHGRASS



RUDBECKIA HIRTA,
BLACKEYED SUSAN



OSMUNDA CINNAMOMEA,
CINNAMON FERN

Auburn
Your vision. Our passion. Your Auburn.

SHACKELFORD PARK SIDEWALK - PLANT MATERIAL EXHIBIT

Keck+Wood
COLLABORATION BY DESIGN

AUBURN, GA

SEPTEMBER 30, 2026

K&W PROJECT NO. 260302

MAYOR
Richard E. Roquemore

CITY MANAGER
Michael E. Parks

CITY COUNCIL
Taylor J. Sisk
Jamie L. Bradley
Joshua Rowan
Johnathen Eggleston

AGENDA ITEM: 2c

TO: Mayor and Council

FROM: Michael Parks
City Manager

DATE: October 22, 2026

PURPOSE: Consideration and approval of the City of Auburn's withdrawal from the Georgia Department of Community Affairs (DCA) Georgia Main Street Program.

BACKGROUND: The City of Auburn wishes to discontinue its participation in the Georgia Main Street Program administered by the Georgia Department of Community Affairs. This withdrawal applies solely to the City's participation in the Georgia Main Street Program. The Auburn Downtown Development Authority (DDA) will continue to operate independently and will not be affected by this action.

RECOMMENDATION: Staff recommends that the Mayor and City Council approve the City of Auburn's withdrawal from the Georgia Main Street Program, effective immediately upon approval authorizing the appropriate City officials to notify DCA in writing and complete any necessary withdrawal procedures.

FUNDING: N/A

ATTACHMENTS: Community Engagement Coordinator Description

Community Engagement Coordinator

Position Summary

The Community Engagement Coordinator is responsible for developing, coordinating, and promoting programs, events, and initiatives that strengthen the City of Auburn's relationship with its residents, businesses, community organizations, and visitors.

This position serves as a primary point of contact for community engagement activities and works closely with City staff, local businesses, civic organizations, volunteers, and community partners to encourage participation and enhance the quality of life and sense of community within Auburn.

The Community Engagement Coordinator will assist with the planning and execution of City-sponsored events, community programs, downtown activities, and special projects. The position will also support the City's communication and promotional efforts related to community activities and initiatives.

The position reports to the City Manager or his/her designee.

Essential Duties and Responsibilities

Community Engagement

- Develop and coordinate opportunities for residents, businesses, organizations, and community groups to engage with the City.
- Build and maintain positive relationships with community organizations, civic groups, businesses, schools, nonprofits, and other community partners.
- Serve as a point of contact for community members seeking information about City programs, activities, and events.
- Identify opportunities to increase community participation and involvement.
- Assist with community outreach initiatives and special projects assigned by the City Manager.

Events and Programs

- Coordinate the planning and implementation of City-sponsored events, celebrations, programs, and community activities.
- Coordinate event logistics, including schedules, locations, vendors, permits, volunteers, sponsors, supplies, and equipment.
- Work with City departments to ensure events are properly coordinated and supported.
- Develop event timelines, checklists, and other organizational materials.
- Assist with recruiting and coordinating volunteers.
- Develop relationships with event sponsors, vendors, and community partners.
- Evaluate events and programs and make recommendations for future improvements.

Business Relations

- Assist with downtown activities and initiatives designed to encourage business participation and community engagement.
- Work with downtown businesses and community partners on special events and promotional activities.
- Support efforts to promote downtown Auburn as a destination for residents, businesses, and visitors.
- Help coordinate small-scale community activities and events that encourage regular participation in downtown Auburn.

Communications and Promotion

- Assist in promoting City events, programs, and community initiatives.
- Prepare and coordinate social media content, event announcements, flyers, newsletters, website information, and other promotional materials.
- Maintain current event calendars and community activity information.
- Coordinate with City staff to ensure public information regarding events and activities is accurate and timely.
- Assist with photography, video, and other content associated with community events and activities.
- Promote participation in City programs and community initiatives through appropriate communication channels.

Community Partnerships

- Develop working relationships with local businesses, civic organizations, schools, nonprofits, churches, neighborhood groups, and other community organizations.
- Coordinate partnerships and cooperative efforts related to City events and community initiatives.

- Assist with sponsorship opportunities and recognition of community partners.
- Attend community meetings and events as a representative of the City when assigned.

Administrative Responsibilities

- Maintain records, calendars, contact lists, event files, and other documentation related to community engagement activities.
- Assist with preparation of event budgets and monitor expenditures within assigned responsibilities.
- Assist with purchasing, contracts, invoices, and other administrative matters associated with events and programs.
- Prepare reports and updates regarding community engagement activities as requested.
- Maintain an organized calendar of upcoming community events and activities.
- Perform other duties as assigned by the City Manager.