

# **AGENDA**

Planning Commission Meeting  
August 5, 2024  
6:00 p.m.

Meeting Location:  
Grantville City Hall – Council Chambers  
123 LaGrange Street  
Grantville, GA 30220

## **CALL TO ORDER**

## **ATTENDANCE**

## **REVIEW & APPROVAL OF MINUTES**

June 3, 2024 Planning Commission Meeting

## **REPORT OF COMMITTEES**

## **UNFINISHED BUSINESS**

## **HEARING OF CASES**

## **NEW BUSINESS**

Special Use Permit Application for Tattoo Parlor at parcel G04 0018 007 (1 Main Street).

- Applicant: Aliriza Zeqiri (Tattoo Parlor owner: Russell Knight, holds state license)
- Proposed Use: Tattoo Parlor
- Location: 1 Main Street (street level space)
- Adjacent building uses: commercial uses at street level, residential in upper levels of the buildings.
- Current Zoning – Commercial residential (CR)
- Current Land Use – commercial space – unoccupied
- Legal Description of property: per Coweta County Tax Assessor data - parcel G04 0018 007 (1 Main St.), Legals description provided in Exhibit “A”
- Setbacks: N/A in this location. Buildings are existing and joined at walls.
- Parking Spaces: on-street parking along Main Street. Parking is adequate for the proposed use.

## **ADJOURNMENT**

## **Grantville Planning Commission Meeting Minutes**

**Date:** June 3, 2024

**Time:** 6:00 p.m.

**Location:** Grantville City Hall, 123 LaGrange Street Grantville, Georgia 30220

Mr. Raptis called the Planning Commission meeting to order at 6:00 p.m.

### **Attendance**

Tyree Raptis, Chairman  
Robin Bugg, Vice Chairman  
Mark Sprada  
Jared Larger  
Brennan Jones, Zoning Administrator

### **Public Attendance**

Richard Proctor, Mayor  
Andrew Villarreal  
Van Mottola  
David Bromwich  
Annett Larkins  
Barham Lundy

### **Review & Approval of Minutes**

#### Adoption of Planning Commission Meeting Minutes from May 6, 2024

Planning Commission meeting minutes for the meeting held on May 6, 2024, were distributed to the members for review and adoption. After review of the minutes, Mr. Sprada made a motion to adopt the May 6, 2024, Planning Commission Meeting Minutes. Mrs. Bugg seconded the motion. After discussion, Mr. Raptis called for a vote and the motion passed unanimously.

### **Report of Committees**

None

### **Unfinished Business**

None

### **Hearing of Cases**

None

### **New Business**

#### Rezoning Application for Parcels G03 0003 003A, G03 0003 003B, and G03 0003 002 (2.661 Acres) 96 & 112 Arnold St.

Mr. Jones presented the Rezoning Application to change the zoning from R-20 Single Family Residential to R-6 Multi-family residential zoning for Parcels G03 0003 003A, G03 0003 003B, and

G03 0003 002 (2.661 Acres) 96 & 112 Arnold St. the rezoning application was submitted by the property owner, Cornerstone Rental, LLC, represented by Mr. Van Mottola.

Mr. Mottola was recognized by the Planning Commission and spoke on the application and answered questions from the Planning Commission. Following discussion, Mr. Larger made a motion to approve the rezoning application for parcels G03 0003 003A, G03 0003 003B, and G03 0003 002 (2.661 Acres) 96 & 112 Arnold St, from R-20 Single Family Residential to R-6 Multi-family residential. Mrs. Bugg seconded the motion. After discussion, Mr. Raptis called for a vote and the motion passed unanimously.

### **Adjournment**

Mrs. Bugg made a motion to adjourn the meeting. Mr. Sprada seconded the motion. Mr. Raptis adjourned the Planning Commission Meeting at 6:35 p.m.

**CITY OF GRANTVILLE  
SPECIAL USE APPLICATION**

The undersigned hereby respectfully requests that the City of Grantville grant a special use permit for the property described below:

1. Name of Property Owner/ Applicant: ALIZA ZEAR
2. Applicant Address: 1 MAIN ST GRANTVILLE GA
3. Telephone No. (Day) 678-923-7918 Telephone No. (Evening) \_\_\_\_\_
4. Email address of Applicant: CERNICA @ GMAIL.COM
5. Address of Property: 1 Main Street

6. Provide exact information to locate the property for which you propose a change:

Tax District GRV 4, Tax Map Number 6040018 007  
Parcel Number 604 0018 007, Area of subject property: .08 (Acres)

7. Current zoning district of the property: (Check One)

- ☐ Rural Development (RD)
- ☐ Single Family Residential (R20)
- ☐ Multi-family Residential (R-6)
- ☐ Neighborhood Unit Plan (NUP)
- ☐ Parks & Recreation (PR)
- ☒ Commercial Residential (CR)
- ☐ Office & Institutional (OI)
- ☐ General Commercial (GC)
- ☐ Light Industrial (LI)
- ☐ General Industrial (GI)

8. Do you own all of the subject property proposed for this special use permit?

☒ Yes ☐ No (If no, then each property owner must sign an individual application.)

9. Is the property subject to the Historic Preservation Overlay District?

☒ Yes ☐ No

10. List the present use of property and any structures existing on the property.

empty downstairs - Resident upstairs.

11. Intent of Special Use: (Detailed Description)  
(Attach separate sheets as necessary. Indicate if additional pages are attached.)

Tattoo Parlor

I certify that I own the property described in this application or I am authorized by the owner(s) to file this application on their behalf.

By: 

Signature

Date

7/30/2024

Alicia Zea

Printed Name

**FOR PLANNING & ZONING DEPARTMENT USE ONLY**

File Number:

SNP2024-01

Date Completed Application received: \_\_\_\_\_

Russell1994Knight@gmail.com

## CITY OF GRANTVILLE SPECIAL USE APPLICATION

The undersigned hereby respectfully requests that the City of Grantville grant a special use permit for the property described below:

1. Name of Property Owner (Applicant): Russell Knight
2. Applicant Address: 5050 Hwy 29 Grantville, GA 30220
3. Telephone No. (Day) \_\_\_\_\_ Telephone No. (Evening) 678-673-0607
4. Email address of Applicant: Russell1994Knight@gmail.com
5. Address of Property: Main St Grantville  
owner: Ali Zeqiri 678.923.7018
6. Provide exact information to locate the property for which you propose a change:  
Tax District Grantville 04, Tax Map Number G04 0018 007  
Parcel Number G040018 007, Area of subject property: .08 (Acres)

7. Current zoning district of the property: (Check One)

- ☐ Rural Development (RD)  
☐ Single Family Residential (R20)  
☐ Multi-family Residential (R-6)  
☐ Neighborhood Unit Plan (NUP)  
☐ Parks & Recreation (PR)  
☒ Commercial Residential (CR)  
☐ Office & Institutional (OI)  
☐ General Commercial (GC)  
☐ Light Industrial (LM)  
☐ General Industrial (GI)

8. Do you own all of the subject property proposed for this special use permit?

☐ Yes ☒ No (If no, then each property owner must sign an individual application.)

9. Is the property subject to the Historic Preservation Overlay District?

☒ Yes ☐ No

10. List the present use of property and any structures existing on the property.

empty

11. Intent of Special Use: (Detailed Description)

(Attach separate sheets as necessary. Indicate if additional pages are attached.)

tattoo shop. I would like to include possibility of piercing soon. But as is, strictly tattoo body work.

I certify that I own the property described in this application or I am authorized by the owner(s) to file this application on their behalf.

By: Russell Knight Signature Date 7-11-24

Signature

Russell Knight  
Printed Name

FOR PLANNING & ZONING DEPARTMENT USE ONLY

File Number: SUP2024-01

Date Completed Application received: 7/11/2024

# Coweta County, GA

## Summary

Parcel Number	G04-0018-007
Location Address	1 MAIN ST
Legal Description	BLDG/LOT GRANTVILLE (Note: Not to be used on legal documents)
Tax District	GRANTVILLE 04 (District 04)
Millage Rate	28.442
Acres	0.08
Homestead Exemption	No (S0)
Landlot/District	N/A

[View Map](#)

## Owner

**ZEQIRI ALIRIZA**  
113 S FAIRFIELD DRIVE  
PEACHTREE CITY, GA 30269

## Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Grantville-Main St	Front Feet	3,640	52	70	0.08	1

## Commercial Improvement Information

Description	Office-Avg
Value	\$118,041
Actual Year Built	1905
Effective Year Built	
Square Feet	3200
Wall Height	12
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

## Permits

Permit Date	Permit Number	Type	Description
06/14/2021	GRTV-00002	ROOF	NEW FOAM ROOF ON BUILDING; REFASTEN METAL DECK, SPARYING URETHANE FOAM AND ELEASTOMERIC COATING ON AREA TOTALING 1640 SF; CLEAN UP AND REMOVE DEBRIS FROM SITE
09/21/2018	18-00001		COMMERCIAL
08/22/2018	GV-PL00003	PLUMBING	PLUMBING

## Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/15/2021	5481 215	29 167	\$135,000	QUALIFIED IMPROVED	MC CALLA JAMES R JR	ZEQIRI ALIRIZA
12/1/2020	5189 275	26 167	\$80,000	QUALIFIED IMPROVED	JABALEY ROCHELLE	MC CALLA JAMES R JR
5/28/1997	11310 53		\$18,000	UNQUALIFIED IMPROVED		JABALEY ROCHELLE
10/31/1930	333 520		\$13,500	UNKNOWN STATUS		CITY OF GRANTVILLE

## Valuation

Previous Value	\$127,879	2024	\$127,879	2023	\$127,879	2022	\$74,632	2021	\$49,440	2020	\$49,440	2019	\$49,440
Land Value	\$9,838		\$9,838		\$9,838		\$9,838		\$9,838		\$8,944		\$8,944
+ Improvement Value	\$118,041		\$118,041		\$118,041		\$118,041		\$64,794		\$40,496		\$40,496
+ Accessory Value	\$0		\$0		\$0		\$0		\$0		\$0		\$0
= Current Value	\$127,879		\$127,879		\$127,879		\$127,879		\$74,632		\$49,440		\$49,440



Assessment Notices 2019

31295 (PDF)

Assessment Notices

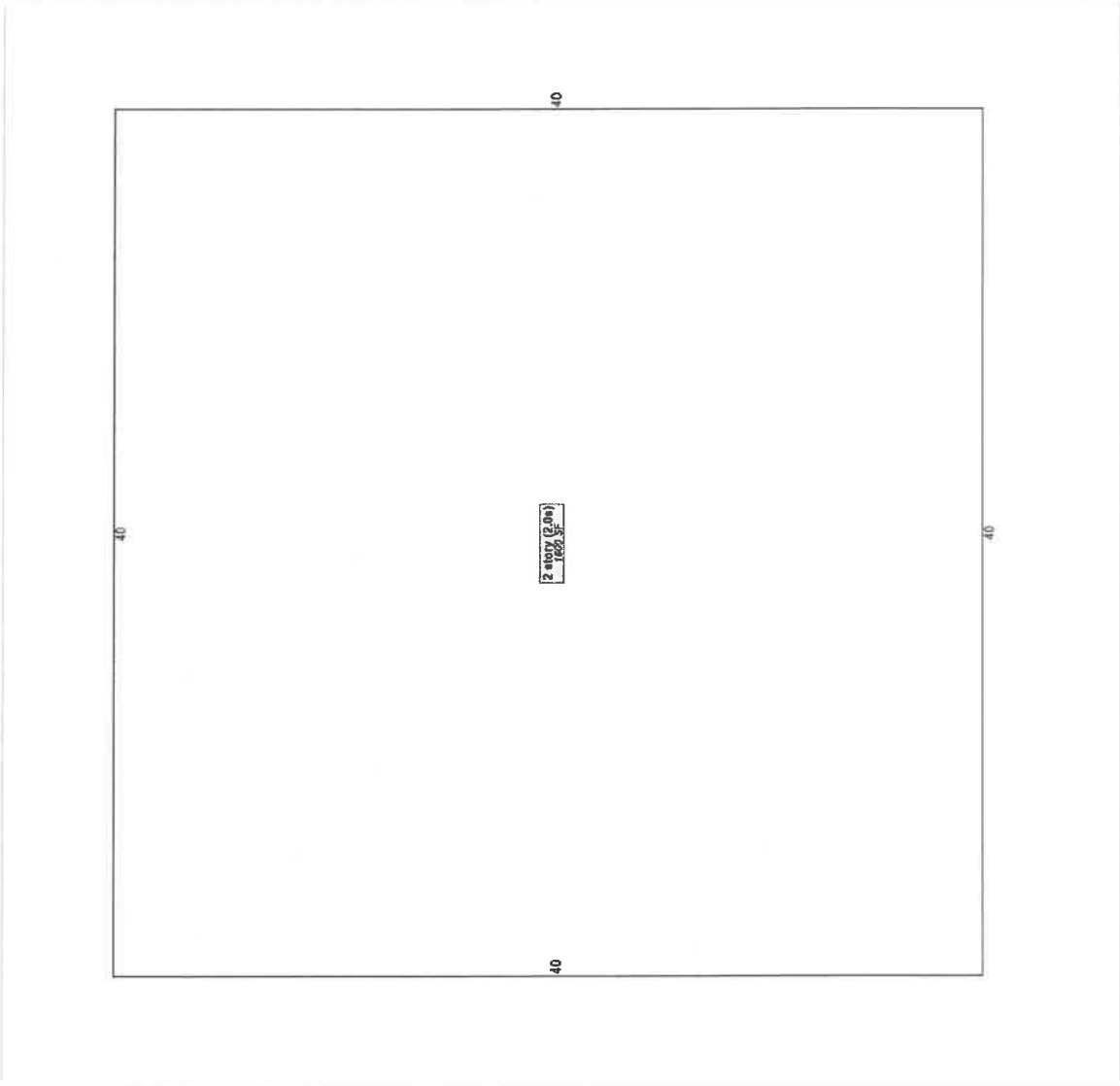
2021 Assessment Notice (PDF)

2022 Assessment Notice (PDF)

2023 Assessment Notice (PDF)

2024 Assessment Notice (PDF)

Sketches



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Septic Drawings, Photos.

Show search results for 1 main

1 main

○ ×

Map title:

City of Grantville

Layout:

Letter ANSI A Landscape

Format:

PDF

1. Error, try again



See map  
CR-Comm  
Zoning

Sub

2. General location  
Downtown - Main St.

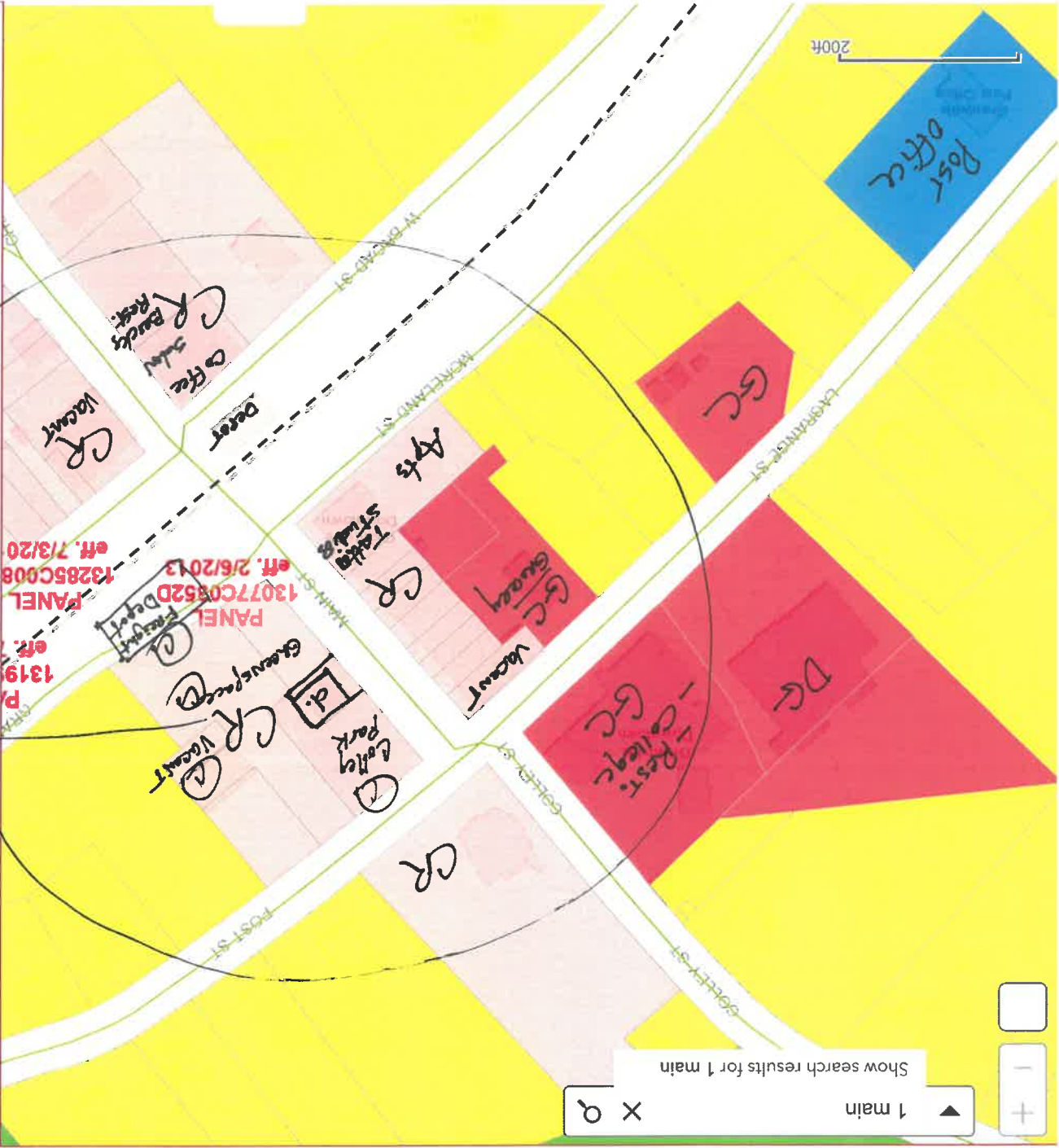
d. location

Proposed Bldg: Use

e. legal description -

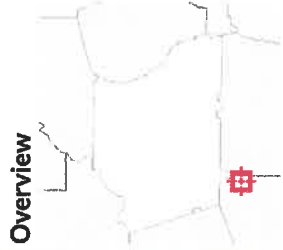
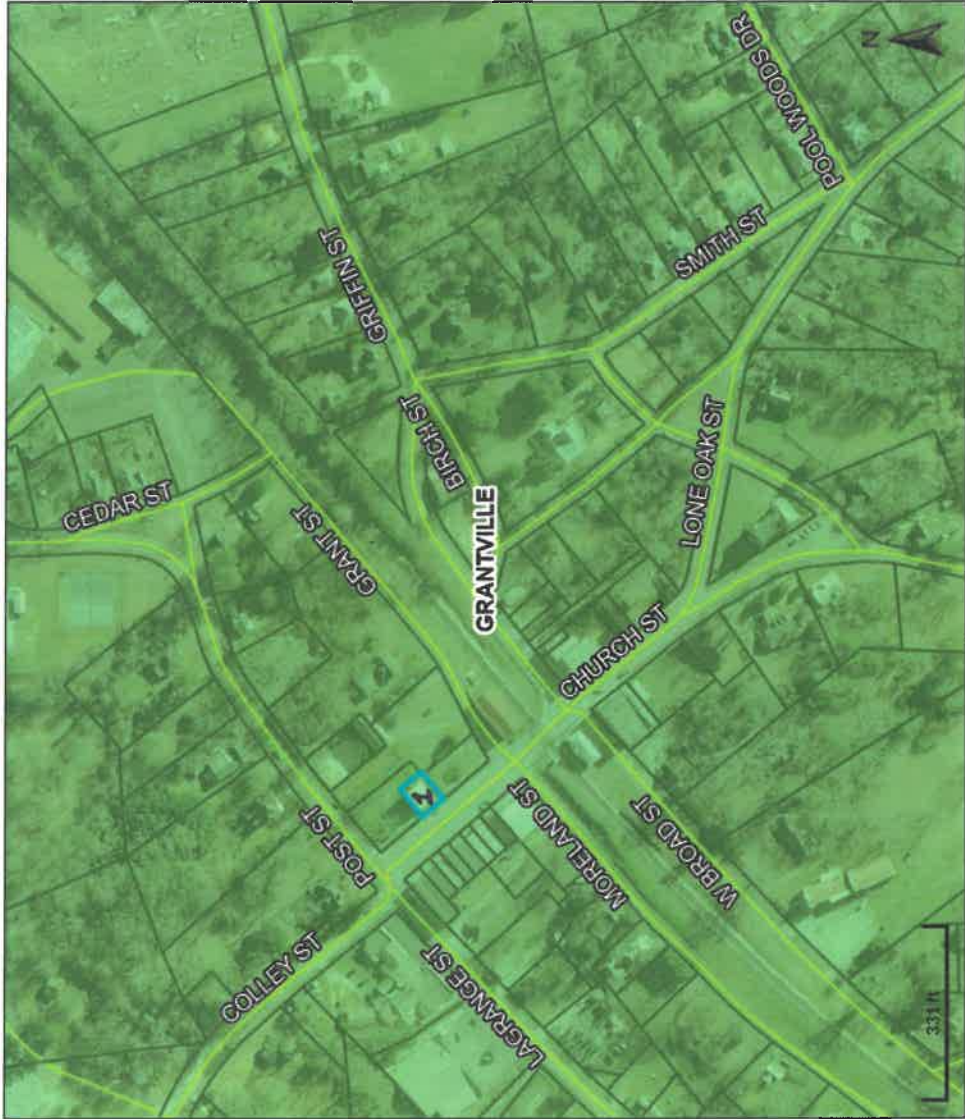
f. Setbacks - Existing structure

9. Parking spaces along Main Street. (20-30)



1 Main Street

 **qPublic.net**<sup>TM</sup> Coweta County, GA



Legend



Parcels



Roads

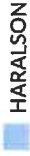
Municipalities



CHATTAHOOCHEE  
HILLS



GRANTVILLE



HARALSON



MORELAND



NEWNAN



PALMETTO



SENOIA



SHARPSBURG



TURIN

Parcel ID G04 0018 007  
Class Code Commercial  
Taxing District GRANTVILLE 04  
Acres 0.08

Owner ZEQUIR ALIRIZA  
113 S FAIRFIELD DRIVE  
PEACHTREE CITY, GA 30269  
Physical Address 1 MAIN ST  
Assessed Value Value \$127879

Last 2 Sales  
Date Price Reason Qual  
12/15/2021 \$135000 FM Q  
12/1/2020 \$80000 FM Q

(Note: Not to be used on legal documents)

Date created: 7/29/2024

Last Data Uploaded: 7/29/2024 12:53:18 AM

Developed by  **Schneider**  
GEOSPATIAL




[Sec.] 17.19. - Special Uses.

17.19-1 The Planning Commission shall review and the Grantville City Council shall approve or deny special uses which are specifically authorized by this Ordinance. Public Hearing are required. (See hearing requirements)

17.19-2 Conditions and Limitations. The Planning Commission shall include any condition, requirement, or limitation which may be necessary to protect adjacent properties and carry out the provisions of this Ordinance in its review and the Grantville City Council may impose conditions, requirements or limitations it deems necessary. If at any time after a special use permit has been issued, the Zoning Administrator or Building Official finds that the conditions imposed and the agreements made have not been or are not being fulfilled by the holder of a special use permit, the permit shall be terminated. The applicant shall file an Acceptance of Conditions form, provided by the City of Grantville, and the certificate shall be notarized.

17.19-3 Procedure. Application for a special use shall be filed with the Office of the Zoning Administrator, and the Planning Commission shall have thirty (30) days within which to consider each request and make written recommendations to the Grantville City Council. A public hearing is required by the Grantville City Council. (see Public Hearing Requirements). Upon receiving recommendations from the Planning Commission or after the thirty day period has expired, the Grantville City Council shall schedule the proposed special use to be voted on at the next regularly scheduled Council meeting. Each application shall be accompanied by a simple sketch of the site, showing the following:

- 
- a. General Location of existing structures and property lines.
  - b. Present zoning of adjacent property.
  - c. Existing use of adjacent property.
  - d. Location of proposed buildings and land use.
  - e. A legal description of the property.
  - f. Setbacks
  - g. Parking spaces if applicable

17.19-4 Specifically, in order to grant approval of a special use, the County Commission must find the following standards have been met:

- a. The available existing street system is adequate to efficiently and safely accommodate the traffic which will be generated by the proposed use or development.
- b. The existing public utilities, facilities and services are adequate to accommodate the proposed use or development.
- c.

The use or development will not generate or cause conditions such as noise, light, glare, odor or similar objectionable features which would reduce the value, use or enjoyment of surrounding properties.

- d. The use would not have a detrimental environmental impact on the surrounding area.
- e. The use would not adversely affect the health, safety, morals, and general welfare of the community.
- f. Fee. Each application for a special use shall be assessed a fee according to fee schedule posted in Grantville City Hall and approved by the City Council to partially defray administrative and notification costs.

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# GEORGIA COMMERCIAL LEASE AGREEMENT

I. **THE PARTIES.** This Commercial Lease Agreement ("Agreement") made on 07/17, 2024 by and between:

Landlord: ALI ZEQRIL, with a mailing address of 150 BEAVER ST NEWNAN GA ("Landlord") who agrees to lease the Premises to:

Tenant: RUSSELL T. KING with a mailing address of 33 HUFF RD. POOPVILLE GA ("Tenant"), who agrees to rent the Premises under the following terms:

Collectively the Landlord and Tenant shall be known as the "Parties."

II. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described space:

Street Address: 1 MAIN ST GRANTVILLE GA  
Square Feet: 1800 SF  
Type of Space: STORE (retail, office, industrial, etc.)  
Other Description: \_\_\_\_\_

Hereinafter known as the "Premises."

III. **USE OF LEASED PREMISES.** The Tenant agrees to use the Premises for: (check one)

☒ - All purposes legal under law.

☒ - Only the following purposes: \_\_\_\_\_

Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Landlord's prior written consent.

IV. **TERM OF LEASE.** The term of this Agreement shall be for a period of TWO YEARS commencing on SEPTEMBER 1, 2024 and expiring at midnight on SEPTEMBER 1, 2026 ("Initial Term").

V. **SECURITY DEPOSIT.** The Tenant is: (check one)

☐ - **Not Required to Pay a Deposit.** There shall be no deposit required for the successful performance of this Agreement by the Tenant ("Security Deposit").

☐ - **Required to Pay a Deposit.** The Tenant is required to pay \$ 2400.00 and shall be due and payable in advance of the



Landlord's Initials A.Z. Tenant's Initials RK

Term or at the signing of this Agreement ("Security Deposit"). The Security Deposit shall be held in escrow by the Landlord in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Landlord.

- VI. **RENT.** The Tenant shall be obligated to pay \$ 1200 each month with the first payment due upon the commencement of this Agreement and each monthly installment payable thereafter on the 5 day of each month ("Due Date") after the Initial Term ("Base Rent"). The Base Rent shall also be applied to any pro-rata period when the Tenant occupies the Premises for less than a one (1) month period.

a.) Percentage Rent. In addition to the Base Rent, Tenant shall be: (check one)

☐ - **Not required** to make payments related to Tenant's sales or revenue ("Percentage Rent").

☒ - **Required to pay** 1200 % of 1200 (gross sales, net sales, etc.). Such payment shall be made with a receipt and proof of calculation and paid each: (check one)

- ☒ Monthly  
☐ Quarterly  
☐ Annually

The Base Rent and the Percentage Rent shall be referred collectively to as the "Rent."

- VII. **LATE FEE.** If Rent has not been paid on the Due Date, there shall be: (check one)

☐ - **No Late Fee.** The Tenant shall not be liable to pay a penalty for any late payment due under this Agreement.

☐ - **A Late Fee.** If the Rent is not paid within 5 days of the Due Date, the Landlord will charge a penalty in the following manner: (check one)

☒ - Flat Fee. The late fee shall be equal to \$ 150.00 and applied each ☒ occurrence ☐ day until the Rent is paid in full.

☐ - Based on Interest. The late fee shall be equal to the Rent Due with interest accumulating at a rate of        % per annum and applied each ☐ occurrence ☐ day until the Rent is paid in full.



Landlord's Initials A2, Tenant's Initials AK

Page 2

All late payments made related to Rent shall be first applied to the late fee and all remaining amounts toward the outstanding Rent amounts.

VIII. **EXPENSES.** (check one)

☐ - **GROSS LEASE.**

It is recognized by both Parties that the Rent is the entirety of the payments to the Landlord. Therefore, the Tenant is not obligated to pay any additional expenses, which include utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Landlord shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Landlord, including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Landlord shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Tenant will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord as an "also named insured" and shall provide the Landlord with a copy of such insurance certification or policy prior to the effective date of this Agreement.

☒ - **MODIFIED-GROSS LEASE.**

Tenant shall be responsible for the following expenses:

POWER TRASH  
GAS  
WATER - HALL PRICE

Landlord shall be responsible for the following expenses:



Landlord's Initials A-2 Tenant's Initials PK



The Landlord and Tenant agree to the following **shared** expenses:

☐ - **TRIPLE NET (NNN) LEASE.**

- a.) Operating Expenses. The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations, or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one hundred percent (100%) of all Operating Expenses as hereafter defined for the Term of this Agreement and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Landlord of operating and maintaining the Premises and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- b.) Taxes. Tenant shall pay, during the Term of this Agreement, the real estate taxes, including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during the Term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the Term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Agreement.
- c.) Insurance. Tenant shall maintain, at all times during the Initial Term of this Agreement, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than: (check all that apply)



Landlord's Initials A-2 Tenant's Initials Ek

- ☐ - \$ \_\_\_\_\_ for injury or death.  
☐ - \$ \_\_\_\_\_ for property damage.  
☐ - \$ Building Insurance for casualty insurance.

During the Term of this Agreement, Tenant shall furnish the Landlord with certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

**IX. OPTION TO RENEW.** The Tenant may: (check one)

☐ - Not Renew this Agreement.

☒ - **Renew this Agreement.** The Tenant may have the option to renew this Agreement with a total of 30 renewal period(s) with each term being August year(s) 2026 month(s), which may be exercised by giving written notice to the Landlord no less than 60 days prior to the expiration of this Agreement or renewal period thereafter ("Renewal Periods").

Rent for each Renewal Period shall: (check one)

☒ - Not increase.

☐ - Increase as calculated by multiplying the Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

☐ - Increase by \_\_\_\_%

☐ - Increase by \$ \_\_\_\_\_.

The Initial Term and any renewal periods mentioned shall be collectively referred to as the "Term."

**X.**

**LEASEHOLD IMPROVEMENTS.** The Tenant agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Agreement. Furthermore, any leasehold improvements shall



Landlord's Initials: A.2. Tenant's Initials: PK

be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises.

If the Tenant makes any improvements to the Premises, the Tenant shall be responsible for any costs associated, except the following:

*With Landlord.*

Nothing in this Agreement shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee, or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the lien removed, the Landlord shall take steps to remove the lien, and the Tenant shall pay Landlord for all expenses related to the lien and removal thereof and shall be in default of this Agreement.

**XI.**

**DEFAULT AND POSSESSION.** In the event that the Tenant shall fail to pay said Rent, and expenses as set forth herein, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare this Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under this Agreement. It is further agreed that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's



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property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past Rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action must be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

#### **XII.**

**LICENSES AND PERMITS.** A copy of all local, state, or federal permits acquired by the Tenant which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

#### **XIII.**

**OBLIGATIONS OF TENANT.** The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises so that this is kept in a neat, safe, and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning, and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the Term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any



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federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

**XIV.**

**INSURANCE.** In the event the Tenant shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional Rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event, the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

**XV.**

**SUBLET/ASSIGNMENT.** The Tenant may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

**XVI.**

**DAMAGE TO LEASED PREMISES.** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

**XVII.**

**INDEMNIFICATION.** The Tenant hereby covenants and agrees to indemnify, defend, and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises; and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody, and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the



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subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the Term.

**XVIII. BANKRUPTCY - INSOLVENCY.** The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Agreement or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the Term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom, and the Tenant shall have no further claim thereon.

**XIX. SUBORDINATION AND ATTORNMEN**T. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage or the Landlord under such Agreement shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under the said mortgage, obligation secured thereby, or agreement, so long as the Tenant shall not be in default under the terms of this Agreement. Tenant agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Agreement.

**XX. MISCELLANEOUS TERMS.**

a.) Usage by Tenant. Tenant shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be



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taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

b.) Signs. Tenant shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the local municipality. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform, reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

c.) Pets. Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

d.) Condition of Premises/Inspection by Tenant. The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

e.) Right of Entry. It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

**XXI. ESTOPPEL CERTIFICATE.** Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm, or corporation specified by Landlord, a statement certifying that this Agreement is unmodified and in full force and effect, or if this Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the Rent have been paid, and stating whether or not there exists



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any default by Landlord under this Agreement and, if so, specifying each such default.

**XXII. HOLDOVER.** Should Tenant remain in possession of the Premises after the cancellation, expiration, or sooner termination of this Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

**XXIII. WAIVER.** Waiver by Landlord of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

**XXIV. GOVERNING LAW.** This Agreement shall be governed by the laws in the state of Georgia.

**XXV. NOTICES.** Payments and notices shall be addressed to the following:

Landlord

Name: ALI ZEBIKI  
Address: 113 S. FAIRFIELD DR. FTC 30269  
Phone: 678-923-7012  
E-Mail: CERENICA@gmail.com

Tenant

Name: RUSSELL T. TYLER  
Address: 33 HUFF RD. DOORVILLE GA 30170  
Phone: 678-673-0607  
E-Mail: \_\_\_\_\_

**XXVI. AMENDMENT.** No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**XXVII. BINDING EFFECT.** This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors, and administrators.

**XXVIII. ADDITIONAL TERMS & CONDITIONS.**




Landlord's Initials

Tenant's Initials

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IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

Landlord's Signature: 

Print Name: Ali Zeqiri

Date: 07/17/2024

Tenant's Signature: 

Print Name: Russell Knight

Date: 7-22-24



Record and return to:  
Mann & Wooldridge, P.C.  
P.O. Box 310  
Newnan, Georgia 30264

STATE OF GEORGIA

COUNTY OF COWETA

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this 15th day of December, 2021, by and between **JAMES R. McCALLA, JR.** (hereinafter referred to as the "Grantor") and **ALIRIZA ZEQRIRI** (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective legal representatives, heirs, successors and assigns where the context requires or permits):

W I T N E S S E T H A T :

Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, its legal representatives, successors and assigns, all that tract or parcel of real property lying and being in Coweta County, Georgia, and being more particularly described, to-wit:

All that certain tract or parcel of land located on the Northeast side of Main Street in the City of Grantville, Coweta County, Georgia, identified as Parcel B on survey and plat made by John R. Christopher entitled survey for City of Grantville, which survey is recorded in Plat Book 29, Page 167, Coweta County, Georgia records, and reference to which plat is hereby had for a more particular description of the metes and bounds of said property. Said property is more particularly described in accordance with said survey as follows:

BEGIN at a bolt on the northeasterly side of Main Street, which bolt is South 40 degrees 06 minutes East 80 feet from the intersection of the northeasterly side of Main Street with the southeasterly side of LaGrange Street as measured along the northeasterly side of Main Street and from said beginning point run thence South 40 degrees 06 minutes East along the northeasterly side of Main Street 52.2 feet to a concrete walk; thence north 50 degrees 06 minutes 20 seconds East along the northwesterly side of the said concrete walk 70.59 feet; thence North 40 degrees 0 minutes 0 seconds West 52.74 feet to an iron pipe; thence South 49 degrees 40 minutes 06 seconds West 70.7 feet to the beginning point.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, the same being,

belonging, or in any way appertaining, only to the proper use, benefit and behoof of the said Grantees forever in fee simple.

AND THAT SAID GRANTOR will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of all persons and entities claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed the day and year first above written.

JAMES R. McCALLIA, JR. (SEAL)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires

**AFFIDAVIT OF OWNER**

STATE OF GEORGIA  
COUNTY OF COWETA

RE: (1) CERTAIN REAL PROPERTY DESCRIBED IN EXHIBIT "A"  
ATTACHED HERETO AND MADE A PART HEREOF.  
(2) ATTORNEY: MANN & WOOLDRIDGE, P.C.  
(3) TITLE INSURANCE COMPANY: FIDELITY TITLE INSURANCE  
(4) PURCHASER(S): ALIRIZA ZEQUIRI  
(5) OWNERS: JAMES R. MCCALLA, JR.

Personally appeared before the undersigned officer duly authorized to administer oaths the undersigned Affiant(s), who, after being duly sworn, depose(s) and state(s) on oath as follows:

(1) The undersigned is/are the owner(s) in fee simple of the above property or is an authorized corporate officer or partner of the above owner and has personal knowledge of the truth of the facts and circumstances recited herein.

(2) There are no suits, foreclosure proceedings, bankruptcy proceedings, judgments, federal tax liens, unpaid property taxes, security deeds, financing statements or other assessments or liens of any nature whatsoever against the above property or any fixtures attached thereto except for the following:

**2021 State and County taxes have been paid in full.**

(3) The lines and corners of said property are clearly marked and there are no disputes concerning the location of the lines and corners; the possession and undisturbed and to the best of Affiant's knowledge possession by past owners has been peaceable and undisturbed and title to said property has never been disputed or questioned.

(4) Affiant(s) is/are over eighteen years of age and to the best of the knowledge and belief of the undersigned, no one is entitled to possession of said property other than the above owner(s) and no one has better title to said property than owner(s).

(5) No labor, materials, or services have been furnished to or for the improvement of the subject property by any third person or entity during the three month period immediately preceding the date of this Affidavit; or, if any labor, materials or services has been paid in full or has been waived in writing by the person or entity so furnishing or providing the same. This Affidavit is given pursuant to Section 44-14-361.2, O.C.G.A., as part of a transaction involving a conveyance of title to the subject property in a bona fide sale and/or as part of a transaction involving a loan in which the subject property is to secure repayment of the loan.

(6) Owner(s) is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. Pursuant to O.C.G.A. Section 48-7-1(10), this transaction is not subject to withholding because the owner/seller is an individual resident of the State of Georgia, residing at: \_\_\_\_\_

\_\_\_\_\_  
Init

(7) Affiant(s) make(s) this Affidavit in accordance with the Official Code of Georgia for the purpose of inducing the above purchaser to purchase said property and to pay owner(s) a valuable consideration therefore; for the purpose of inducing lender(s) to make loan(s) to purchaser; for the purpose of inducing the above attorney to disburse the full proceeds of the transaction in accordance with the closing statement executed in connection herewith; and for the purpose of inducing the above title insurance company to issue its policy or policies of title insurance insuring title to said property.

Sworn to and subscribed before me  
this 15th day of December, 2021.

\_\_\_\_\_(SEAL)  
**JAMES R. McCALLA, JR.**  
\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Notary Public

## EXHIBIT "A"

All that certain tract or parcel of land located on the Northeast side of Main Street in the City of Grantville, Coweta County, Georgia, identified as Parcel B on survey and plat made by John R. Christopher entitled survey for City of Grantville, which survey is recorded in Plat Book 29, Page 167, Coweta County, Georgia records, and reference to which plat is hereby had for a more particular description of the metes and bounds of said property. Said property is more particularly described in accordance with said survey as follows:

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ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

SETTLEMENT DATE: December 15, 2021

SELLER(S): James R. McCalla, Jr.

PURCHASER(S): Aliriza Zeqiri

PROPERTY: 1 Main Street, Grantville, GA 30220

It is hereby agreed and understood that the Sales Contract between the undersigned Purchaser(s) and Seller(s) shall survive this closing and will not merge with the execution and delivery of the Warranty Deed.

Purchaser(s) and Seller(s) acknowledge that on the date above, each has reviewed the Disclosure/Settlement Statement (Statement of Actual Costs) to which this acknowledgement is attached, has approved the entries pertaining to each as shown thereon, and each has received a copy of the Statement. Seller(s) acknowledges receipt or disbursement in full of all proceeds due Seller(s) from the Settlement.

If an ALTA Settlement Statement is prepared in connection with the closing of this transaction, all parties authorize the closing attorney to release the ALTA Settlement Statement to the Buyer, Seller, Power of Attorney for either party, Selling Broker, Listing Broker and the Broker's Affiliated Licensees.

Purchaser(s) acknowledge(s) receipt of a copy of Truth in Lending Disclosures within the applicable time periods required by law. Purchaser(s) further acknowledge(s) receipt of copies of the Note and Deed to Secure Debt executed by Purchaser(s) in favor of Lender, and Purchaser(s) authorize(s) the Closing Attorney to complete any portion of the Deed to Secure Debt including the addition of the full legal description of the collateral property thereon.

2021 county taxes have been paid in full.

Seller(s) warrant(s) the correctness of all payoff amounts (if applicable) for outstanding liens and encumbrances. Seller(s) acknowledge(s) that the closing attorney, Purchaser(s) and Lender have relied in good faith on the information so obtained from the holders of said liens and encumbrances in disbursing the loan proceeds to Seller(s).

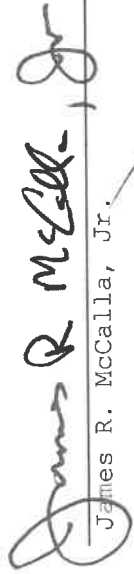
Seller(s) acknowledge(s) that should a deficiency occur in such payoff amounts for any reason, that Seller(s) agree(s) to remit the same to the closing attorney or his/her/its Lender immediately upon request.

Seller(s) and Purchaser(s) agree that should any inadvertent error or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit any sums as may be required to adjust or correct such errors or omissions.

Seller(s) acknowledges actual receipt by Seller(s) or his agent of all earnest money credited to Purchaser(s) on such Statement.

**PRIVACY NOTICE:** Mann & Wooldridge, P.C. collects nonpublic information about you from the following sources: a) Information we receive from you, such as your name, address, telephone number, or social security number; b) Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and c) Information from public records. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender. We maintain physical, electronic and procedural safeguards that comply with appropriate federal and state regulations.

SELLER(S)

  
James R. McCalla, Jr.

PURCHASER(S)

  
Aliriza Zeqiri

The undersigned certifies that the Disclosure/Settlement Statement to which this acknowledgement is attached is a complete, true and correct accounting of all funds received and disbursed in closing the sale and loan transaction to which such Statement pertains.

Mann & Wooldridge, P.C.

BY:   
CLOSING ATTORNEY