



PLANNING & ZONING BOARD MEETING

**January 19, 2020 7:00 PM
TELECONFERENCE**

Call in Number:

404. 902. 5066

Call in Code:

326629

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF NOVEMBER 2020 MEETING MINUTES

PUBLIC HEARING:

Any member of the public may address the Planning and Zoning Board, during the time allotted for public hearing. Each attendee will be allowed 3 minutes. If your public comment contains a series of questions, please provide those questions to staff in writing on the Public Comment Card prior to the meeting. This will facilitate follow-up by the Board or Staff. The Planning and Zoning Board desires to allow an opportunity for public comment; however, the business of the Board must proceed in an orderly and timely manner.

D. NEW BUSINESS

1. **PUBLIC HEARING:** Mohammad Bilal Khattak has submitted a conditional use permit request for the property located at 1051 Montreal Road, Suites B & C, Clarkston, Georgia 30021, zoned I- Light Industrial Development for a coin laundromat.

E. OTHER BUSINESS

1. Chairman and Vice Chairman selections.

F. ADJOURNMENT



where possibilities grow

**CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION**

CONDITIONAL USE PERMIT APPLICATION CHECKLIST

To be completed when accepting all conditional use applications. Checklist should be attached to the application. All documents are required prior to acceptance of the application.

Required Item	Requirements	Copies	Check/Initial
✓ Application Fee	\$500.00 per request Check or Money Order		
✓ Application Checklist	This application checklist must be submitted with application packet	1	
✓ Application Form	Must be complete, including notarization as indicated	40 <i>2 electronic copies</i>	
✓ Survey	Accurate, up-to-date certified survey of the property with metes and bounds shown. Existing thoroughfares; existing drainage areas; existing buildings, structures and facilities; existing utilities on or adjacent to the property; and ownership, zoning and uses of all property adjacent to or within 200 feet of the property should also be shown.	10 <i>2 electronic copies</i>	
✓ Legal Description	Accurate written legal description of the property which matches the metes and bounds shown on the survey.	40 <i>2 electronic copies</i>	
✓ Warranty Deed	A copy of the recorded Warranty Deed	40 <i>2 electronic copies</i>	
✓ Lease Agreement	A copy of the lease agreement between the property owner and the applicant, if applicable. Lease must identify party responsible for reclamation of the property.	10 <i>2 electronic copies</i>	
✓ Letter of Intent	A letter clearly stating the proposed use and development intent.	40 <i>2 electronic copies</i>	
✓ Conceptual Site Plan	Conceptual site layout indicating the distinctions between the current and proposed site conditions. Should be drawn at a scale of at least 1:20.	40 <i>2 electronic copies</i>	
✓ Architectural Drawings	Architectural renderings or photographs of the proposed building elevations are helpful, but not required unless the proposed zoning is being conditioned to architectural exhibits submitted.	40 <i>2 electronic copies</i>	

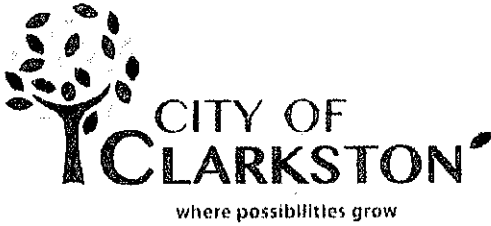
(For Office Use Only) 12-16-20 *cc ✓*

Total Amount Paid \$ 500 - Check# _____ Money Order # _____ Received by: *Manager - Reg.*

Application checked by: *S. Dawny* Date: *12-16-2020*

Pre-application meeting: *11-20-20* Date: _____

CITY OF CLARKSTON
PLANNING & DEVELOPMENT DEPARTMENT
1055 ROWLAND STREET
CLARKSTON, GA 30021
(404) 296-6489
Fax (404) 296-6480



CITY OF CLARKSTON
CONDITIONAL USE PERMIT APPLICATION

Date Received: 12/15/20

APPLICANT INFORMATION

APPLICANT NAME: MOHAMMAD BILAL KHATTAK
ADDRESS: 2582 LARSON CREEK WAY, DULUTH GA 30097
PHONE: 404 944 8693 CELL: 404-944-8693 FAX: _____
EMAIL ADDRESS: BILAL.ATL@GMAIL.COM

OWNER INFORMATION (If different from Applicant)

OWNER NAME: AYAZ ALI
ADDRESS: 1833 LAWRENCEVILLE HWY, DECATUR GA 30033
PHONE: 678-777-0080 CELL: 678-777-0080 FAX: _____
EMAIL ADDRESS: ALIENTERPRISE87@GMAIL.COM

PROPERTY INFORMATION (attach legal description)

ADDRESS: 1051 MONTREAL RD, SUITS: B AND C, CLARKSTON, GA 30021
PARCEL ID#: 18 118 03 004 LAND LOT: 118 DISTRICT: 18

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: LIGHT INDUSTRIAL CURRENT LAND USE: C-STORE + 2 RETAIL SPACES

PROPOSED LAND USE: COIN LAUNDRY

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): COIN LAUNDRY,
OFFERING SELF SERVICE + WASH + FOLD SERVICES. 2 EMPLOYEES
ATTENDED AT ALL TIMES.

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: _____

Ayaz Ali
Type or Print Owner's Name

[Signature]
Owner's Signature

12-14-20
Date



Sworn and subscribed before me this
14th day of December, 2020.

[Signature]
Notary Public

06/10/2023
Commission Expires

(Seal)

POWER OF ATTORNEY (if owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

Ayaz Ali
Type or Print Owner's Name

[Signature]
Owner's Signature

12-14-20
Date

Sworn and subscribed before me this
14th day of December, 2020.

[Signature]
Notary Public

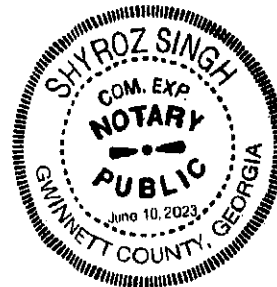
06/10/2023
Commission Expires

(Seal)

MOHAMMAD BILAL KHATTAK
Type or Print Applicant's Name

[Signature]
Applicant's Signature

12/14/20
Date



ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Type or Print Attorney / Agent's Name

Attorney / Agent's Signature

Address

Phone Number

Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we AYAZ ALI _____ am/are the owner(s) of the subject property, which is the subject matter of this application. I/we authorize the City of Clarkston to inspect the premises, which is the subject of this request for a Conditional Use Permit.

AYAZ ALI

Type or Print Owner's Name



Owner's Signature

12-14-20

Date

B1 LAUNDRY, LLC

LETTER OF INTENT

Mohammad Bilal Khattak
B1 LAUNDRY, LLC
2582 Larson Creek way Duluth, GA 30097
bilal.atl@gmail.com

December 15th, 2020

Ms. Shawanna N. Qawiy
Director of Planning & Development
1055 Rowland St. Clarkston, GA 30021
sqawiy@cityofclarkston.com

Dear Ms. Qawiy,

This letter of intent is a formal expression of intent to open a New Coin Laundry in the City of Clarkston at the retail location of 1051 Montreal road suits B & C. This is a new Exxon Gas station site built in 2017 which is very popular amongst the local residents. I believe that the very convenience and popularity of this particular location makes it a very suitable location for a Coin Laundry. B1 Laundry here will provide the Ultimate convenience in terms of location for the local residents, paired with the Ultimate wash experience. B1 Laundry will infuse the Latest and the Greatest of technology available today into this Laundromat with installation of the Best and most Efficient Washers and Dryers available in the commercial market today. Our main emphasis is to achieve a high level of customer satisfaction thru providing customers with the Best of the washing equipment along with a Great customer service with a Big smile. I truly believe that the level of a business' success is directly related to the level of its Customers' satisfaction. With that said, I intend to open a Laundromat at this location that will achieve its Success thru Best practices in customer service and added convenience for the local residents.

Ms. Qawiy, B1 Laundry has been operating Successfully for years in Decatur area and over the years of successful operation we have attained a wealth of knowledge and expertise of the laundry industry. We intend to bring all our acquired experience into our second location to the City of Clarkston and make it into a better and more successful operation. We are backed by the industry leaders in Brand and Financing and seek to run a Successful retail location for many years to come. Thank you.

Sincerely,



Mohammad Bilal Khattak

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 12th day of December 2020, by and between A ALI INVESTMENT COMPANY, LLC., a Georgia Limited Liability Corporation (hereinafter referenced as "Landlord") and B1 LAUNDRY LLC (hereinafter collectively referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property and improvements located at **1051 MONTREAL ROAD, Suite B & C, CLARKSTON, GA 30021** (the "Premises").

Term of Lease. The Term of this Lease shall commence on the 12th day of December, 2020, and shall expire February 5th 2021. If the City denies the application to allow coin laundry, the tenant will provide a letter requesting to terminate the agreement by February 5th 2021. If termination request isn't sent, the lease will renew for Permit and construction phase and earnest money will not be refundable. Construction period will continue till June 30th 2021. The Initial Term of this Lease shall commence on the 1st day of July, 2021, and, unless sooner terminated as hereinafter provided, shall expire on the 30th day of June, 2026 (the "Initial Term"). Provided Tenant is not in default under this Lease, Tenant shall have One (1) option to renew this Lease for an additional five (5) years each, on the same terms as contained herein (the "Renewal Term(s)", the Initial Term and Renewal Term(s) are hereinafter collectively referenced as the "Term") by providing prior written notice to Landlord of Tenant's election to extend this Lease not less than three (3) months, nor more than six (6) months from the expiration date of the then current term.

2. **Rental and Late Fees.**


2.1 *Rental.* Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the fifth (5th) day of each month, in advance, during the Term and any Renewal Term(s), rent in the amount as follows:

Please See Exhibit "C"

2.2 *Rental Prorations.* In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated. Tenant shall be responsible to fulfill the lease agreement to its fullest.

2.3 *Late Fees.* Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amounts Due"). Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before FIFTH (5TH) day following the date on which it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Landlord will Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. Failure for Tenant to pay any Amounts

Landlord: 

TENANT: 

Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any subsequent months. **Landlord will have the right to ask for Cashier Check as a form of payment if tenant is in default or has returned check anytime during this lease term. In which tenant will be obligated to pay in form of cashier check on a monthly basis.**

2.4 *Insufficient Funds.* In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount TEN percent (10%) of the face amount of the returned instrument.

2.5 *Free Month.* Tenant is given free tenant as stated on paragraph 3.1. The free rent shall be considered as a signing bonus. Free rent is only given based on all the terms have been met on the agreement. If for any reason tenant defaults on this agreement or the lease is terminated prior to June 30th 2026, tenant shall be responsible for the free tenant. Free rent have a value of \$5,000 per month.

3. Utilities, Common Area Maintenance, Taxes and Other Amounts.

Tenant shall pay on the first day of each month, as additional rental during the term of this lease and any extension or renewal thereof, Tenant's share, on a pro rata per square foot basis, of real property taxes (including, but not limited to, ad valorem taxes, special assessments and governmental charges) on the Premises, and insurance. This cost shall be adjusted monthly to reflect the actual pro rata cost of the insurance and taxes as the case may be and future monthly payments will be adjusted accordingly. **Tenant understands failure to pay the utilities, cam, insurance and taxes on time will be considered default in agreement. Property Insurance and Property Taxes amount is NOT included in the Base Rent; Gross Rent. Additionally Tenant shall be responsible on a monthly basis for Common Area Maintaince, Waste, and Water which is NOT included in the Base Rent; Gross Rent. Tenant's share, on a pro rata per square foot basis which will be billed the following month the landlord receives the bill.**

Landlord and Tenant hereby acknowledge that the present costs of such items are:

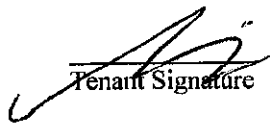
Insurance & Taxes Amount To be determined by Occupied Sq ft / Total Sq ft x bill

CAM & Waste Amount To be determined by Occupied Sq ft / Total Sq ft x bill

Water To be calculated based on consumption. If consumption can't be determined then it will calculated by Gas station average bill (without any tenants) minus the current bill. Landlord will not put a separate meter for each unit.

Common area maintenance shall include landscape maintenance in the common areas. Tenant shall be responsible for Personal Taxes and Personal Insurance.

Landlord will have the right to apply payment to CAM, Utilities, Taxes, and other expenses prior to applying the payment to rent.


Tenant Signature

Landlord: 

4. **Security Deposit.** As security for Tenant's prompt and full payment of the rent and other amounts, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord \$2,700. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Agreement; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

5. **Use of Premises.** Premises shall be used for **COIN LAUNDRY**. Tenant shall notify the landlord change of business shall occur. Tenant shall be responsible for all licenses or permits associated with said use. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any **illegal purpose**, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

6. **Operation of the Premises.**

6.1 *Restrictions and Guidelines.* Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business.

6.2 *Failure to Comply.* In the event, Tenant fails to comply with its obligations under this Paragraph 6, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements including those regarding cleanliness. In the event Landlord expends any money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended, plus an administrative charge of 15% of such amount, with the rent payment next due.

7. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. **None of the equipment shall be removed from the Premises.**

8. **Repairs and Maintenance.**

9.1 *Repairs and Maintenance by Tenant.* Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". Except as

Landlord: AD

TENANT: MLL

provided in Paragraph 9.2, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises. Tenant agrees to return the Premises and all equipment, fixtures and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises or any equipment located thereon within twenty-hours (24) of learning of such maintenance and repair, Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises or equipment and charge any costs and expenses associated therewith to Tenant.

9.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of the parties for the Landlord to have no duty to repair or maintain any portion of INSIDE of Premises, the property the Premises is part, equipment, fixtures or other improvements located thereon whatsoever. The property is given to the tenant "AS IS", with no additional work to be done from the landlord. Landlord will be responsible for Roof and Foundation.

9. **Environmental.** Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(b) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant.

10. **Indemnification of Landlord Against Loss or Claim.** For and during the Term and any Renewal Term(s) of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Further, Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises.

11. **Tenant's Insurance of the Premises.**

11.1 *General Property Insurance.* Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. Tenant acknowledges that so long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise.

11.2 *Comprehensive/General Liability Insurance.* Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, with additional umbrella of \$1,000,000. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require.

Landlord: MA

TENANT: ML

12. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

13. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner.

14. **Assignment and Subletting.**

14.1 *Transfer or Sale of Interest.* Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord, which shall not be unreasonably withheld. Furthermore, it is acknowledged and agreed that Tenant **may not**, assign this Lease, or otherwise transfer any interest in the Premises to any party whatsoever, without the prior written consent of Landlord, which shall not be unreasonably withheld. Prior to Landlord's making a decision relating to any , lease assignment, interest transfer or other such agreement relating to this Lease, the Premises or the business operated thereon, Tenant shall provide Landlord a written agreement containing the terms and conditions of the lease assignment, or other agreement.

14.2 *Non-Waiver.* Consent to any assignment, sublease, or transfer shall not waive any of Landlord's rights under this Agreement or have the effect of releasing Tenant from any obligation under this Agreement, and all later assignments or subleases shall be allowable only upon the proper written consent of Landlord. In regards to each assignment, sublease, or transfer, Tenant agrees to be responsible for Landlord's attorneys fees associated therewith. Assignment fee of \$5,000 will be charged to tenant.

15. **Default.** It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved when due, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in Paragraph 7; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess

Landlord: A

TENANT: MLL

itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term.

16. Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:
A ALI INVESTMENT COMPANY, LLC
Po box 33795
Decatur, GA 30033

Tenant:
B1 LAUNDRY, LLC
1051 MONTREAL ROAD, SUITE B & C
CLARKSTON, GA 30021

or to such other place as Landlord or Tenant may, from time to time, designate in a notice to the other.


17. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease may also be sent to Tenant's last known address, if different from the Premises.

18. Termination for Non-Payment. In the event Tenant fails to pay any Rent or Additional Rent when due, Landlord may terminate this Lease, in which event, unless Landlord has previously taken possession of the Premises, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or recovery of Rent, Additional Rent or other sums due, enter upon and take exclusive possession of the Premises, or, at Landlord's election, by writ of possession. Tenant waives the provisions of O.C.G.A. § 44-7-52. All of Landlord's rights and remedies under the Lease and otherwise are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others. Tenant shall be responsible to full the agreement to its fullest. If the tenant is considered default due to any reason stated on this agreement, tenant shall be responsible for the free Rental months that were given as incentive to sign the agreement.

19. Personal Guaranty. It is acknowledged and agreed that the payment, obligations, performance, and other requirements contained in this Lease shall be personally guaranteed by all members/officers or shareholders of assignee pursuant to a Personal Guaranty of Payment and Performance on a form acceptable to Landlord.

20. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating

Landlord: 

TENANT: 

Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

21. **Signs.** Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction (hereinafter collectively called "Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, at all times, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable thereto. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and workman like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs.

22. **Alterations.** All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, a free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. All Alteration must be approved by city or county.

23. **Quiet Enjoyment.** So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Premises.

24. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.


25. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.

26. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

27. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's written consent.

28. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 300% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

Landlord: 

TENANT: 

29. **Right to Inspect or Audit.** Landlord, or Landlord's agents, shall have the right to enter the Premises, during reasonable hours, to examine the Premises or business operations, including, but not limited to auditing the books and records of the business, purchase and sale invoices/records, or to make repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Premises, or to determine whether the terms of this Lease are being complied with.

30. **Attorney's Fees and Homestead.** In the event Landlord retains an attorney at law to enforce any provision of this Lease, Tenant agrees to pay Landlord's reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

31. **Arbitration.** Any claim or controversy between Landlord and Tenant arising out of, or relating to this Lease shall be decided by arbitration at Atlanta in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The award rendered by the arbitrator shall be final, and judgment may be entered upon it at any court having jurisdiction.

32. **Time of Essence.** Time is of the essence of this agreement.

33. **Rights Cumulative.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law.

34. **No Waiver of Rights.** All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

35. **Legality of Agreement.** In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

36. **Changes to Agreement:** This Agreement shall not be subject to change, modification or discharge in whole or in part except by written instrument signed by both parties.


37. **Terms Inclusive.** This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

38. **Entire Agreement.** This document contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

39. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

39.1 Tenant's Improvements. Within days following the commencement date hereof, tenant agrees to, at tenant's sole cost and expense, make such improvements as necessary to open and operate the business. In addition thereto, Tenant shall make the upgrades and other improvements

Landlord: 

TENANT: 

referenced on Exhibit "A" attached hereto and incorporated herein by reference, at tenant's sole cost and expenses. Upon installation, such equipment and property shall become the property of landlord.

39.2 *Document Preparation.* Each party has had the opportunity to be represented by counsel and negotiate this Agreement. This Agreement shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

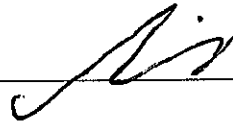
IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first written above.

LANDLORD:
A ALI INVESTMENT COMPANY, LLC.



By:
Its:

TENANT: B1 LAUNDRY, LLC



By:
MOHAMMAD BILAL KHATTA
MEMBER, LLC

Landlord: 


TENANT: 

EXHIBIT "A"

LEGAL DESCRIPTION

The MONTREAL PLAZA upon the property located at 1051 MONTREAL ROAD,
Suite B & C, CLARKSTON, GA 30021.

Landlord: *M*

TENANT: *W*


EXHIBIT "B"

LANDLORD IMPROVEMENT

1. Landlord shall only be responsible for Parking lot maintain, roof, and building exterior. The expenses will be reimbursed by the tenants based on sq feet occupied.

TENANT IMPROVEMENT

1. 100% RESPONSIBLE for repair and maintenance inside the unit. Tenant shall be responsible for all repair and maintenance inside the unit.
2. Any damages to the premise to tenant equipment will be tenant's responsibility.
3. Tenant will be responsible for the following:
 - a. - All suite specific finish out, which must be presented for review and approved by Landlord.
 - b. - City/County Permitting for final occupancy permits approval.
4. Tenant will be given parking spaces based on percentage of occupancy on the property. Tenant shall be responsible to pay the cost to Maintain for additional Parking location on offsite facility. Landlord will not be responsible for any additional parking spaces.
5. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

Landlord: 

TENANT: 

EXHIBIT "C"

Monthly Rental Breakdown

1.	Conational Use application December 12 th , 2020 – February 5 th 2021	\$0.00 per month;
2.	Permit and Construction February 6 th , 2021 – June 30 th 2021	\$0.00 per month;
Initial Term		
1.	July 1 st , 2021 – June 30 th 2022	\$2,700.00 per month;
2.	July 1 st , 2022 – June 30 th 2023	\$3,375.00 per month;
3.	July 1 st , 2023 – June 30 th 2024	\$3,442.00 per month;
4.	July 1 st , 2024 – June 30 th 2025	\$3,511.00 per month;
5.	July 1 st , 2025 – June 30 th 2026	\$3,581.00 per month;
Option		
6.	July 1 st , 2026 – June 30 th 2027	\$3,653.00 per month;
7.	July 1 st , 2027 – June 30 th 2028	\$3,726.00 per month;
8.	July 1 st , 2028 – June 30 th 2029	\$3,800.00 per month;
9.	July 1 st , 2029 – June 30 th 2030	\$3,876.00 per month;
10.	July 1 st , 2030 – June 30 th 2031	\$3,954.35 per month;

Landlord: 


TENANT: 

EXHIBIT "D"

LEASE GUARANTEE LETTER

The undersigned, Mohammad Bilal Khattak as guarantor(s), in consideration of owner entering into the lease dated December 12, 2020 with B1 LAUNDRY LLC in the CLARKSTON Plaza Shopping Center located at 1051 MONTREAL ROAD, Suite B & C, CLARKSTON, GA 30021 hereby guarantees all monthly payments to owner and performance of all other obligations as the tenant under this lease and all contemporaneous and future attachments and amendments thereto. Any notice that owner is required to give the tenant under this lease, including but not limited to notice of default, is deemed given to the undersigned upon owner giving tenant notice in accordance with Section 16 of this lease and the undersigned waives any other notice from owner. If there is more than one guarantor, this liability shall be joint and several.

BY: MOHAMMAD BILAL KHATTAK

Guarantor:

645-22-7831
Social Security Number

1/31/1977
Date of Birth

069995063
Georgia Driver Licenses

12/14/20
Date

Landlord:

TENANT:

EXHIBIT "E"

RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies, and fixtures to and from the Demised Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Demised Premises or Shopping Center.
3. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Demised Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant must contract with the City of Decatur (at the Tenant's sole expense) for this refuse/rubbish container and pick up service.
4. No aerial shall be erected on the roof or exterior walls of the Demised Premises or on the grounds, without first obtaining in each instance the written consent of Landlord. A aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Demised Premises without the prior written consent of Landlord.
6. If the Demised Premises are at any time equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. The exterior areas immediately adjoining the Demised Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
8. Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Demised Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damages.
9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.
10. Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may

Landlord: A

TENANT: JK

require.

11. Tenant shall not burn any trash or garbage of any kind in or about the Demised Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.

12. Tenant shall not make noises, causes disturbances, or create odors which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees.

2014156500 DEED BOOK 24679 Pg 695
Filed and Recorded:
12/1/2014 1:32:33 PM
Debra DeBerry
Clerk of Superior Court
DeKalb County, Georgia

Real Estate Transfer Tax \$170.00

After Recording Return to:
DICKENSON GILROY LLC
3780 Mansell Road, Suite 140
Alpharetta, Georgia 30022
AL1400855/ A Ali Investment

QUIT CLAIM DEED

STATE OF GEORGIA
FULTON COUNTY

THIS INDENTURE, Made the 12th day of November, in the year 2014, between SYNOVUS BANK, a Georgia banking corporation, a Georgia banking corporation, as party or parties of the first part, hereinafter called Grantor, and A ALI INVESTMENT COMPANY, LLC, a Domestic limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)** and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee:

See attached Exhibit "A" and Exhibit "B"

Along with any declarant rights and obligations, created or reserved in Grantor.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

GRANTOR:

SYNOVUS BANK, a Georgia banking corporation

BY: *Rafael Escobar*

PRINTED NAME: Rafael Escobar

TITLE: MANAGED ASSETS OFFICER

Suzanne W. Smith
Witness

Kathleen Despagni
Notary Public
My Commission Expires 2/1-2017

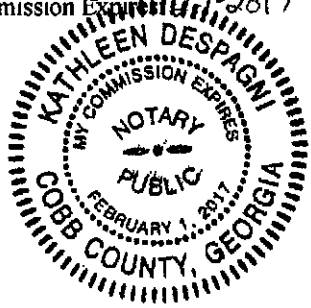
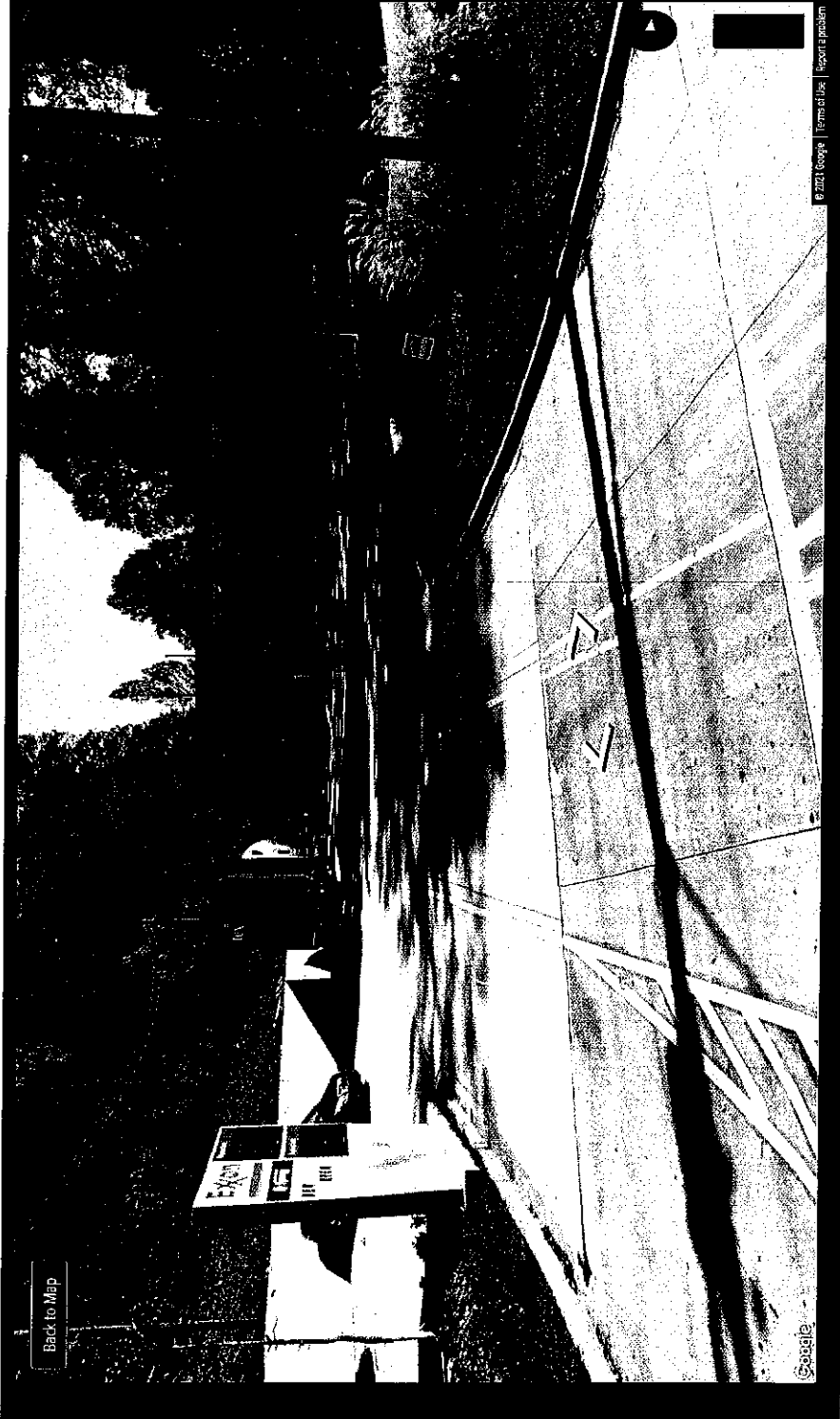


EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 118 of the 18th District, DeKalb County, Georgia, containing 0.99 acres, more or less, according to a survey for Strong Arm Enterprises, Inc. prepared by East Metro Surveyors & Engineers, Inc. under seal of E. G. Davis, Georgia RLS# 2363 dated April 26, 2000, and being more particularly described as follows: Beginning at an iron pipe found along the northeasterly right of way line of Montreal Road, said iron pipe found being South 49 degrees 24 minutes 32 seconds East a distance of 560.9 feet along the northeasterly right of way line of Montreal Road from the intersection of the northeasterly right of way line of Montreal Road and the easterly right of way line of Clarkston Industrial Blvd.; thence leaving the northeasterly right of way of Montreal Road and running North 70 degrees 34 minutes 40 seconds East a distance of 308.65 feet to a point; thence running South 18 degrees 20 minutes 32 seconds East a distance of 132.00 feet to a point; thence running South 56 degrees 32 minutes 37 seconds West a distance of 223.70 feet to an iron pin found along the northeasterly right of way line of Montreal Road; thence running North 45 degrees 00 minutes 00 seconds West a distance of 206.46 feet along the northeasterly right of way line of Montreal Road to an iron pipe found and the Point of Beginning, containing a one story frame building and being known as 1051 Montreal Road according to the present system of numbering in DeKalb County, Georgia. Together with all the rights, privileges and easements contained in a certain Easement Agreement by and between Preferred Financial Corporation and Young Years, Inc., dated April 10, 1985 and recorded in Deed Book 5227, page 644, DeKalb County, Georgia records.

EXHIBIT "B"
Permitted Exceptions

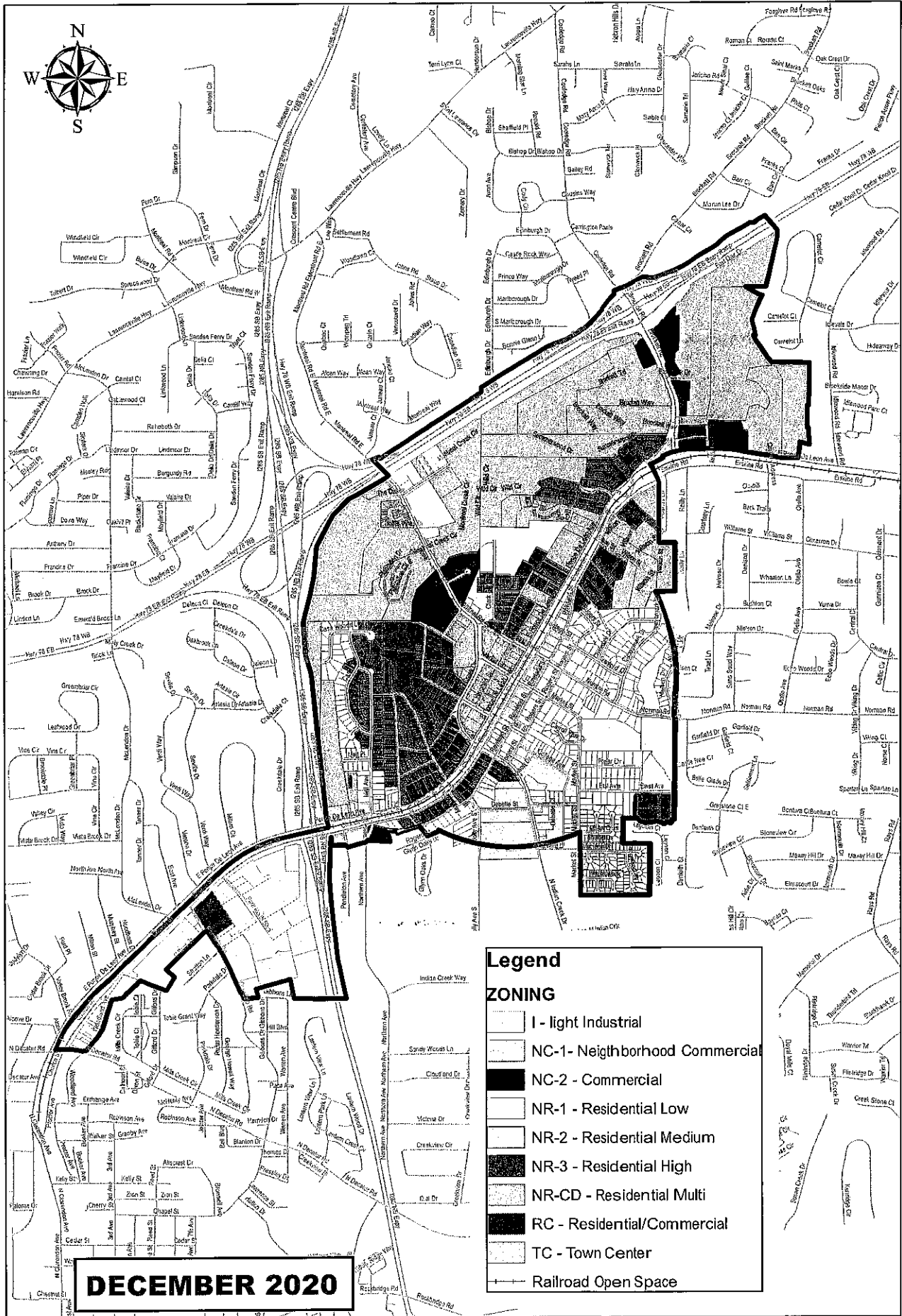
1. Taxes and assessments not yet due and payable.
2. Applicable zoning and other ordinances.
3. All matters of record as of October 20, 2014.
4. All matters that would be revealed by a current accurate survey and inspection of the property.



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DECEMBER 2020

Legend

ZONING

- I - light Industrial
- NC-1- Neighborhood Commercial
- NC-2 - Commercial
- NR-1 - Residential Low
- NR-2 - Residential Medium
- NR-3 - Residential High
- NR-CD - Residential Multi
- RC - Residential/Commercial
- TC - Town Center
- Railroad Open Space