

SPECIAL USE APPLICATION SYNOPSIS

Petition Number(s): SU21-07

APPLICANT INFORMATION AND PROPERTY DESCRIPTION

Applicant: Nelcy Montoya

Representative: Nelcy Montoya

Property Owner: Tilley Properties

Property Location: 402 MLK Drive

Access to the Property: MLK Drive

Site Characteristics:

Tract Size: Acres: 1.6 +/- acres District: 4th Section: 3rd LL: 387

Ward: **4** Council Member: **Calvin Cooley**

1. LAND USE INFORMATION

Current Zoning: M-U (Multiple Use)

Proposed Zoning: M-U (Multiple Use)

Proposed Use: Religious Institution (Church).

Current Zoning of Adjacent Property:

North: M-U (Multiple Use)

South: M-U (Multiple Use)

East: M-U (Multiple Use)

West: M-U (Multiple Use)

The Future Development Map designates the subject property as: Transitional Use Area

The Future Land Use Map designates the subject property as: Commercial

2. City Department Comments:

Electric: Takes no exception.

Fibercom: Takes no exception.

Fire: Takes no exception.

Gas: Takes no exception.

Public Works: Takes no exception.

Water and Sewer: Takes no exception.

3. Public Comments:

No public comments received by Planning and Development as of 8-25-21.

4. Special Use Review

The property is located between Ford Street and Roosevelt Street, north of Martin Luther King Jr. Drive. There are three buildings on this parcel. This building is located at the southwest corner of the property. The applicant is requesting a special use permit for the building to be used as a small church. This use may be compatible with other uses along Martin Luther King Jr. Drive, as there is an existing church approximately two blocks east of this property that is also in the multiple use district.

This location is in the M-U (Multiple Use) zoning district. A religious institution requires a special use permit in the M-U district.

Parking should be sufficient. (53) spaces currently exist, including approximately (5) ADA spaces. Per Sec. 17.6.2, religious institutions must have one (1) space per four (4) fixed seats in the largest assembly room or area, or one (1) space for each fifty (50) square feet of floor area available for the accommodation of movable seats in the largest assembly room. The building is approximately 1842 SF and would require a minimum of approximately (37) spaces.

5. Zoning Ordinance Findings

Please review the following findings, as stated in the Zoning Ordinance, which are to be utilized in determining justification for approval or denial of special use request(s).

Article XVI. Special Uses

Sec. 16.1. Scope and intent.

- A. This article specifies uses which are not classified as permitted uses as a matter of right in zoning districts, and are therefore only allowed through the approval of a Special use. The standards which apply to each use are enumerated and must be met in order for an application to be granted.

- B. In granting a Special use, conditions may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors in order to assimilate the proposed development or use into the neighborhood with minimal impact.

Sec. 16.2. Application of regulations and approval.

Uses allowable with a Special use and the minimum standards for such uses are listed in section 16.4 of this article.

Uses in the districts enumerated herein may be authorized by Special use only. The regulations contained in this article shall not apply to any permitted use as a matter of right in any zoning district.

Any use which may be authorized by Special use shall be approved by the Mayor and Council in accordance with section 16.1, scope and intent, provided:

- A. The standards for the Special use as specified herein can be met;
- B. Recommendations have been received from the planning and development staff and other appropriate City departments.
- C. A public hearing has been held in relation to the Special use before the Planning Commission in conformance with the advertising standards outlined in article XXIV of this chapter. The Planning Commission shall make recommendations to the Mayor and Council regarding the application for a Special use; and
- D. A public hearing has been held in relation to the Special use before the Mayor and Council in conformance with the advertising standards outlined in article XXIV of this chapter.

Sec. 16.3. Additional restrictions.

- A. In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site proposed for a use which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special Use permit:
 1. The effect of the proposed activity on traffic flow along adjoining streets;
 2. The availability, number and location of off-street parking;
 3. Protective screening;
 4. Hours and manner of operation of the proposed use;
 5. Outdoor lighting;
 6. Ingress and egress to the property; and
 7. Compatibility with surrounding land use.
- B. Any use which may be authorized by special use shall comply with all other City regulations, zoning district regulations and other regulations contained herein, and conditions of zoning approval if applicable. Whenever a standard contained in this section is in conflict with another provision of this chapter, the more restrictive provision shall prevail.

6. How General Standards Are Met (Staff analysis)

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met: No negative effect to traffic along adjoining streets.

Standard #2: The availability, location, and number of off-street parking.

How Standard #2 has / will be met: Parking will remain the same as current configuration on the lot

Standard #3: Protective screening.

How Standard #3 has / will be met: Not required

Standard #4: Hours and manner of operation:

How Standard #4 has / will be met: Standard daytime hours including Sundays and occasional evenings.

Standard #5: Outdoor lighting

How Standard #5 has / will be met: Outdoor lighting will remain the same as the current configuration on the lot

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met: Via Martin Luther King Jr. Drive

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met: The proposed use is expected to be compatible with adjacent land uses

7. Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

16.4.12. Religious Institution.

B. *Standards:*

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with [section 4.17](#) of this chapter.

How standard has/ will be met: The property is located more than fifteen feet from a property located within a residential district. Martin Luther King Jr. Drive acts as a buffer between the two properties to the south.

2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed.

How standard has/ will be met: There will be no cemetery on the property.

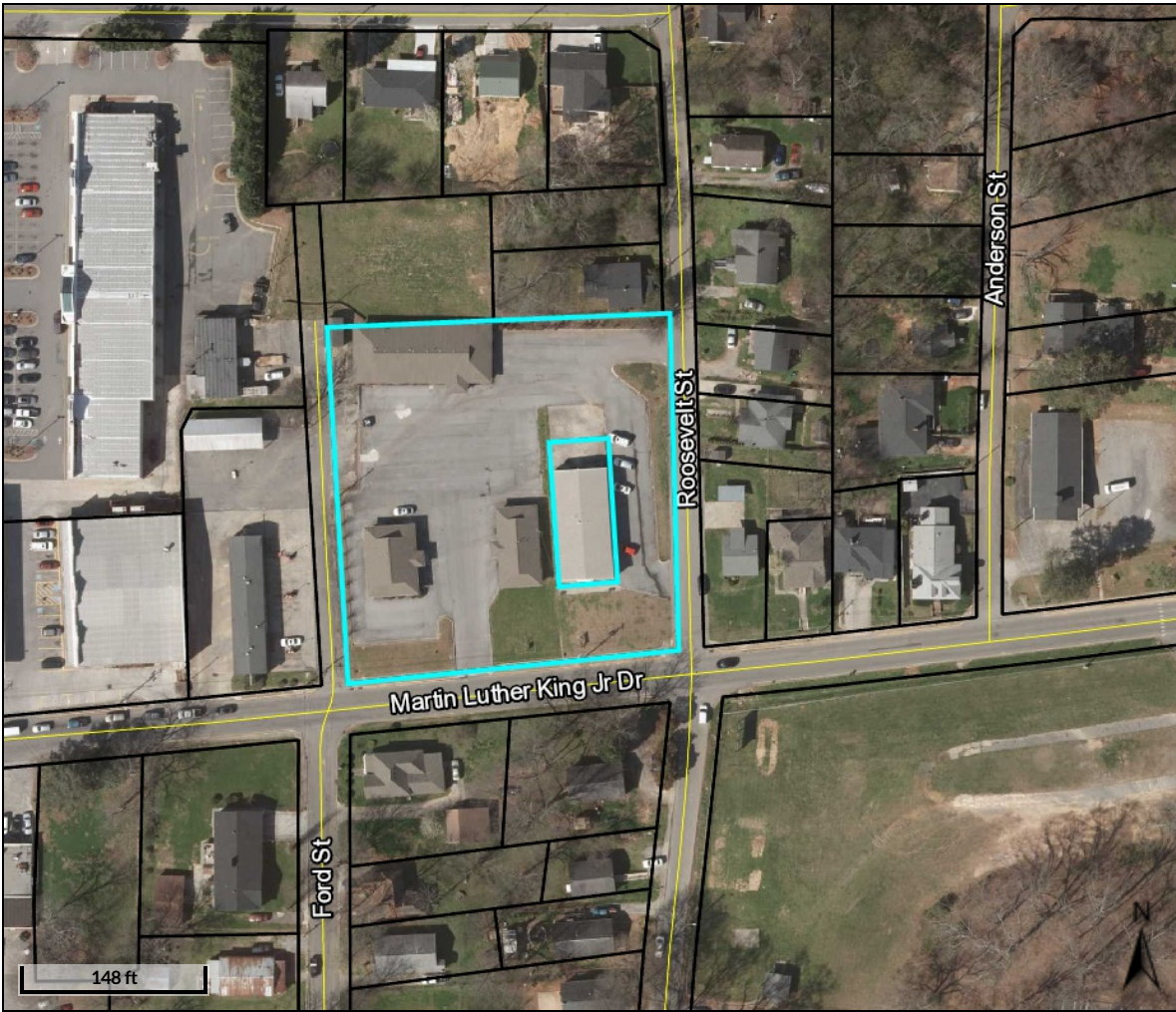
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent

noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding levels of sound that could become a nuisance to adjacent property under Georgia law.

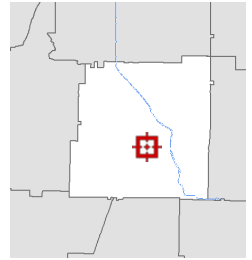
How standard has/ will be met: The decibel level shall not exceed seventy decibels.

8. **Staff Recommendation:** Staff recommends approval.


9. **Planning Commission Recommendation:**



Overview



Legend

-  Parcels
-  Roads

Parcel ID	C009-0006-007	Alternate ID	33231	Owner Address	TILLEY PROPERTIES INC
Sec/Twp/Rng	n/a	Class	Commercial		917 N TENNESSEE ST
Property Address	406 MARTIN LUTHER KING DR	Acreage	1.6		CARTERSVILLE, GA 30120-240
District	Cartersville				
Brief Tax Description	LL337 D4 LOTS 11-18 AND 24-25 WW PHILLIPS SUR				
	(Note: Not to be used on legal documents)				

Date created: 9/1/2021
 Last Data Uploaded: 8/31/2021 10:18:11 PM

Developed by  **Schneider**
 GEOSPATIAL

Application for Special Use
City of Cartersville

Case Number: 5021-07
Date Received: 7-22-21

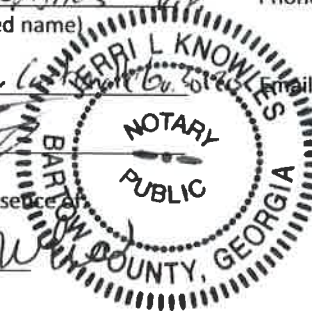
Public Hearing Dates:

Planning Commission 9/7/21 5:30pm 1st City Council 9/16/21 7:00pm at 9am 2nd City Council 10/7/21 7:00pm

Applicant NELCY MONTOYA Office Phone _____
(printed name)
Address 402 MLK drive Mobile/ Other Phone 678-683-0788
City Cartersville State GA Zip 30120 Email nelcymontoya@ymail.com
Representative's printed name (if other than applicant) _____
Phone (Rep) _____
Email (Rep) _____
Representative Signature _____
Applicant Signature Nelcy Montoya
Signed, sealed and delivered in presence of: _____
Nancy B. Pollak My commission expires 1/22/22
Notary Public



* Titleholder Tilley Properties by 6/17/21 Phone 770-386-0040
(titleholder's printed name)
Address 917 N. Tann St. Cartersville, GA Email guytattebellsouth.net
Signature [Signature]
Signed, sealed, delivered in presence of _____
Ferri L Knowles My commission expires: 02/28/22
Notary Public



Present Zoning District M-U (multiple use) C009-0006-007
Acreage 1.64- Land Lot(s) 337 District(s) 4th Section(s) 3rd
Location of Property: (400) MLK @ Foto St.
(street address, nearest intersections, etc.)
* Reason for Special Use Request: A small church
(attach additional statement as necessary)

* Attach additional notarized signatures as needed on separate application pages.

Standard #4: Hours and manner of operation of the proposed use.

How Standard #4 has / will be met: We will meet:
Wednesdays 7pm-10pm Fridays 7pm-10pm
Sundays 9am-12pm Sundays 1pm-4pm

Standard #5: Outdoor lighting.

How Standard #5 has / will be met:
There are 2 existing outdoor lamps

Standard #6: Ingress and egress to the property.

How Standard #6 has / will be met:
An existing building with driveway
access to MLK

Standard #7: Compatibility with surrounding land use.

How Standard #7 has / will be met:
We're a small church and do not expect
any conflicts

Additional standards from Zoning Ordinance section 16.4 for use applied for and how they are met:

Per 16.4.12 not applicable at this time

Signed,

Applicant or Representative

Date

SPECIAL USE JUSTIFICATION

The Mayor and City Council, upon review, may authorize a Special Use which is not classified as a permitted use by right in a zoning district.

Zoning Ordinance section 16.3.A

In the interest of the public health, safety and welfare, the Mayor and Council may exercise limited discretion in evaluating the site which requires a Special use. In exercising such discretion pertaining to the subject use, the Mayor and Council may consider the following, which shall be stated in writing by the applicant and submitted to the department of planning and development to initiate an application for a Special use:

1. *The effect of the proposed activity on traffic flow along adjoining streets;*
2. *The availability, number and location of off-street parking;*
3. *Protective screening;*
4. *Hours and manner of operation of the proposed use;*
5. *Outdoor lighting;*
6. *Ingress and egress to the property; and*
7. *Compatibility with surrounding land use.*

Zoning Ordinance section 16.4 states standards for specific uses – if the use you are applying for has additional standards, these must also be addressed below.

Use applied for:

Standard #1: The effect of the proposed activity on traffic flow along adjoining streets.

How Standard #1 has / will be met:

There will be minimal impact to traffic
we're a small church that will only meet
3 times a week.

Standard #2: The availability, number, and location of off-street parking.

How Standard #2 has / will be met:

Parking is available
handicap

Standard #3: Protective screening.

How Standard #3 has / will be met:

Existing building Non-needed

CAMPAIGN DISCLOSURE REPORT
FOR REZONING ACTIONS

Pursuant to O.C.G.A. 36-67A-3 any and all applicants to a rezoning action must make the following disclosures:

Date of Application: 7/22/21


Date Two Years Prior to Application: 7/22/19

Date Five Years Prior to Application: 7/22/16

1. Has the applicant within the five (5) years preceding the filing of the rezoning action made campaign contributions aggregating \$250.00 or more to any of the following:

	YES	NO
Mayor: Matt Santini	_____	✓
Council Member:		
Ward 1- Kari Hodge	_____	✓
Ward 2- Jayce Stepp	_____	✓
Ward 3- Cary Roth	_____	✓
Ward 4- Calvin Cooley	_____	✓
Ward 5- Gary Fox	_____	✓
Ward 6- Taff Wren	_____	✓
Planning Commission		
Greg Culverhouse	_____	✓
Harrison Dean	_____	✓
Lamar Pendley	_____	✓
Lamar Pinson	_____	✓
Travis Popham	_____	✓
Jeffery Ross	_____	✓
Stephen Smith	_____	✓

2. If the answer to any of the above is **Yes**, please indicate below to whom, the dollar amount, date, and description of each campaign contribution, during the past five (5) years.


Signature _____ Date _____

NELCY MONTOYA
Print Name

10.4.12. *Religious institution.*

A. *Allowable districts:* AG, R-20, R-15, R-10, R-7, R-D, RA-12, P-S, M-U, N-C, DBD, O-C, G-C, L-I.

B. *Standards:*

1. In addition to required setbacks, a minimum fifteen-foot wide buffer shall be required along all property lines adjoining a residential district or use to provide a visual screen in accordance with section 4.17 of this chapter.
2. A cemetery use in conjunction with a religious institution in a residential district shall not be allowed.
3. Noise levels in decibels measured at the property line adjacent to single-family residential uses shall not exceed seventy (70) decibels. Noise levels are measured as constant, consistent sounds and not intermittent noise. All measurements shall be taken at property lines. It is the intent of this section to regulate noise in a manner to prohibit it from exceeding levels of sound that could become a nuisance to adjacent property under Georgia law.

LEASE

THIS LEASE, made and entered into in duplicate by and between Tilley Properties, Inc., a Georgia Corporation, of 917 North Tennessee Street, Cartersville, Georgia 30120, hereinafter called the Lessor, and the Nelsy Montoya, an individual, whose address is 4681 Logan Way, Acwoth, Georgia 30101, hereinafter called Lessee.

WITNESSETH:

The Lessor, for and in consideration of \$1 00 paid and of the covenants hereinafter contained and made on the part of the Lessee, hereby does demise and lease to the Lessee and Lessee does lease from the Lessor the "Premises", and improvements thereon known as 402 Martin Luther King, Jr. Drive, Cartersville, Georgia, as shown on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same for a "Term" of two (2) years which shall commence the first day of August, 2021 and ending on the thirty-first day of July 2023. Rental payments for the first year of the term shall be ONE THOUSAND TWO HUNDRED AND NO/100 (\$1,200.00) Dollars per month, due and payable in advance on the first day of every month. First and last month's rent due upon the execution of this lease.

In consideration of said demise and of the covenants and agreements contained hereinafter, it is covenanted and agreed by the parties hereto and shall be applicable during the term of this Lease or any extension or renewal thereof, and are mutually agreed upon and are as follows:

1. Throughout the term of this Lease, Lessee shall pay the rent provided for herein together with utilities, including electricity, gas, water, telephone service, garbage and refuse removal and other utility charges relating to the Premises and to the Leased Building. It shall be the responsibility of the Lessee to assure that all utilities are properly metered.

2. Lessee covenants and agrees that it will comply with all laws, ordinances, rules and regulations and requirements of any governmental authority respecting the conduct of its business upon the Premises. Lessee shall use the Premises for Church Services. Lessee shall pay all taxes levied upon the personal property of the Lessee situated upon the Premises and shall pay all other governmental fees and charges applicable by reason of Lessee's use and occupancy of said Premises. Lessor shall pay when due all ad valorem taxes levied against the demised real estate and improvements situated thereon.

3. Lessee agrees to pay Lessor rental promptly on the first day of each month in advance. The prompt payment of rent and faithful observance of the terms and conditions of this Lease by the parties are the conditions upon which this Lease is made and accepted. Lessee agrees to pay 10% of the monthly rental as additional rental if payment is not received by Lessor by the 5th of the month. A failure on the part of the Lessee to comply with this material term of said Lease shall at the option of the Lessor work as a forfeiture of this contract and thereupon the Lessor, its agents or attorneys shall have the right to possession of said Premises and agrees that upon a violation of said material

term of this Lease, said Lessor, its agents or attorney, may immediately re-center said Premises and immediately dispossess Lessee.

4. If the Lessee shall abandon or vacate said Premises before the end of the Term of this Lease, or if Lessee shall allow the rent to be in arrears more than five (5) days after receipt of written notice of such fact, and has not cured such default within said five (5) days, or if Lessee shall remain in default under any other condition of this Lease for a period of ten (10) days after written notice from Lessor, and has not cured in a reasonable manner within said ten (10) days, the Lessor may, at its option, forthwith cancel this Lease and have immediate possession of the Premises. Lessee shall at all times have under this Lease the right to quiet enjoyment and possession of the Premises. If this Lease is enforced or rent or additional rent collected by and through an Attorney at Law, then Lessee agrees to pay all suit fees.

All rights and remedies of Lessor under this Lease shall be cumulative and none shall exclude any other right or remedy of law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

5. If the Lessee shall become insolvent, or if bankruptcy proceedings shall be begun by or against the Lessee before the end of said Term, the Lessor, subject to Lessee's rights under the Bankruptcy Code, is hereby irrevocable authorized, at its option to forthwith cancel this Lease as and for default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of this occupancy with their fiduciary capacity without affecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have the right title or interest in or to the above-described property by virtue of this contract.

6. If at any time after the execution of this Lease, it shall become necessary for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the party serving same, deposited in registered or certified United States Mail, return receipt request, postage paid, addressed to the Lessor or Lessee at the address heretofore set forth any notice so mailed shall be deemed to have been given as of the time the same is received by the recipient party.

7. Lessee agrees to maintain in full force during the term hereof a policy of public liability insurance. Such policy shall be non-cancellable with respect to Lessor and Lessor's said designees except upon thirty (30) days written notice to Lessor. A duplicate thereof shall be delivered to Lessor annually. The minimum limits of (\$500,000.00) for injury (or death) to any one person, (\$500,000.00) to more than one person, and (\$500,000.00) for property damage or a (\$1,000,000.00) combined single limit. Lessor is to be named as an additional insured. The parties agree that Lessee is to maintain its own insurance on its fixtures and equipment and save harmless Lessor from and against any and all claims, suits, actions, damages and causes of action, arising during the term of this Lease, or any extension hereof, for any personal injury, loss of life or damage to property sustained in or about the lease premises or any action or omission of any party for whom Lessee is legally responsible. Lessee expressly covenants not to sue Lessor for any such loss, cost or damage or any reason whatsoever. All personal property placed upon the Premises shall be at the risk of the Lessee, and Lessor shall not be liable for damages to said personal property resulting from any cause.

8. The Lessor shall also pay for fire and extended coverage hazards insurance covering the structure located on the Premises as its interest may appear. In the event of a fire or other damage or destruction to the structure on the Premises, Lessee shall immediately give notice to Lessor who shall thereupon cause the damage to be repaired immediately; rent for the Premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of Lessee's business. If the repairs cannot be made within sixty (60) days of such partial damage or destruction, Lessor has the option to make them within a reasonable amount of time; either party hereto has the option to terminate this Lease. No rent, however, shall be paid by Lessee where the Building is damaged, destroyed or otherwise unfit for occupancy. Lessee warrants that it will, at its own expense, comply with any and all governmental fire codes, including but not limited to providing the required number of fire extinguishers and charging them on a timely annual basis.

9. Lessee agrees not to assign this Lease or sublease the lease premises without first obtaining Lessor's written consent.

10. The Lessor, or its designated agent(s), shall have the right with reasonable advance notice to Lessee, to enter said premises during reasonable hours to examine the same or in consultation with lessee to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof.

11. Lessee shall maintain the property and the improvements situated thereon. Lessee agrees, during the term of this Lease to maintain and keep the exterior of the building situated upon the leased Premises and the Lessee shall at its own expense provide such maintenance and make all repairs to the Premises including the interior of said buildings, plumbing, heating and electrical systems, not to exceed \$300.00 per repair. Lessor is responsible for all repairs in excess of \$300.00. However, all repairs in excess of \$300.00 have to be approved in writing by the Lessor. Lessee shall maintain the outside of the building and the grounds surrounding same including but not limited to landscape maintenance. Lessee shall be responsible for all repairs to any

installations or improvements made by Lessee. Lessor shall not be required to repair any damage done or waste committed upon said Premises by the Lessee, its agents or invitees or guests. Lessee shall strictly prohibit loitering. All persons are strictly prohibited from staying overnight in the building or on the premises. Lessee agrees at the end of the term of this Lease to deliver up the demised premises in good order and condition, natural wear and tear under normal conditions and damage by fire not be result of Lessee's negligence, gross negligence or willful misconduct is accepted by the Lessor, additions and improvements, except trade and removal fixtures, put in at the expense of the Lessee, which Lessor acknowledges Lessee may have to do from time to time, shall be the property of the Lessor and shall remain upon and be surrendered with the leased premises as part thereof in their then current condition unless otherwise directed Lessor.

12. Lessee shall have the right at any time to remove any and all fixtures and other personal property belonging to Lessee. If, in removing any such personal property, the Premises is damaged, it shall be an obligation of the Lessee to promptly repair such damage. Any such fixtures or personal property left in the Premises at the termination of this Lease, from whatever cause, are surrendered by Lessee, and Lessor may dispose of the property in any manner it sees fit at Lessee's sole expense.

13. Upon the expiration of the Term or any extended term hereof or earlier termination of this Lease as to all of the Premises, the Lessee shall peaceably and quietly leave, yield up or surrender to Lessor possession of the Premises and additions made by the Lessee, together with all improvements thereon, free from occupants. If Lessee is in possession of the Premises after the termination of the Lease, with Lessor's acquiescence, Lessee shall be a tenant at will upon the same terms and conditions of the then expired term. Lessee shall vacate the Premises upon a thirty (30) day written notice from Lessor and this Lease shall not otherwise renew by operation of law.

14. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose herein leased, be condemned by a legally constituted authority for any public authorities, and rental shall be accounted for as between Lessor and Lessee as of said date. Such termination, however, shall be without prejudice to the right of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor.

15. Lessor warrants that this leasehold is good and marketable free and clear of all liens and encumbrances, and based upon a good and marketable fee title and free and clear record title.

16. Beth L. Tilley is a licensed Real Estate Broker in the State of Georgia and is a party to this Lease agreement. No other agent or broker is involved in this transaction and in no event shall Lessor be liable for any other agent or brokerage commission, charge or fee.

17. Lessor may card the premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease. Lessor may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Lessor under the terms hereof.

18. Lessee shall have the right to install and maintain, and from time to time change the appearance of exterior signage on the Premises provided the same does not interfere with the structural integrity of the Premises. Lessee shall comply with all governmental regulations relating thereto.

19. Lessee covenants and agrees, at its sole cost and expense, to indemnify, defend and hold Lessor harmless, from and against all liens, loss, cost damage or liability caused by the release of hazardous materials, the violation of any environmental laws, or any remediation made necessary by Lessee's use and occupancy of the Premises. This indemnity shall survive the termination of this lease. As used in this Lease, the term "Hazardous Materials, means any hazardous or toxic substances, materials or wastes, including but not limited to, those substances, materials and wastes list in the United States Department of Transportation Hazardous Materials Table (49 DFR 172.101) or by the environmental Protection Agency as hazardous substances (40 DFFR Part 302); Hazardous Chemicals as defined in the OSHA Hazard Communication Standard; Hazardous Substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. &2601-2671; and amendments to all such laws and regulations thereto, or such substances, materials and wastes which are to become regulated under any applicable local, state or federal law.

20. If Lessee shall fail to make any payment to any third party or perform any act on Lessee's part required to be made or performed as provided in this Lease, Lessor may, but shall not be

obligated to, pay any such imposition, effect any insurance coverage and pay premiums, make such other payments, or perform any such act on the part of Lessee required to be made and performed as provided in this Lease, and Lessor shall be entitled to reimbursement therefore by Lessee as additional rent. Provided, however, that none of the above shall be paid or performed by Lessor without written notice having been submitted to Lessee, and Lessee, within ten (10) days of receipt hereof, shall not have commenced to perform or pay, as the case may be, such obligation.

21. The failure of either party to this Lease to insist upon the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of this Lease, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect if no such forbearance or waiver had occurred.

22. This Lease is governed by the laws of the State of Georgia.

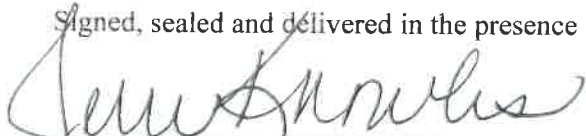
23. This Lease shall create the relationship of Lessor and Lessee between the parties hereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale and not assignable by Lessee except by Lessor's consent.

24. "Lessor" as used in this Lease shall include the first party, its heirs, representatives, assigns and successors in title to Premises. "Lessee" shall include the second party, its heirs, representatives, assigns and successors. "Lessor" and "Lessee" include male, female, singular, plural, corporation, partnership or individual, as may fit the particular parties.

This lease contains the entire agreement of the parties and no representation, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have set their hand and affixed their seals, induplicate, this the 21 day of July, 2021.

Signed, sealed and delivered in the presence of:


Witness


Notary Public Commission Expiration:



Signed, sealed and delivered in the presence of:


Witness


Notary Public Commission Expiration:



LESSOR:
TILLEY PROPERTIES, INC. (Seal)


Beth L. Tilley, President

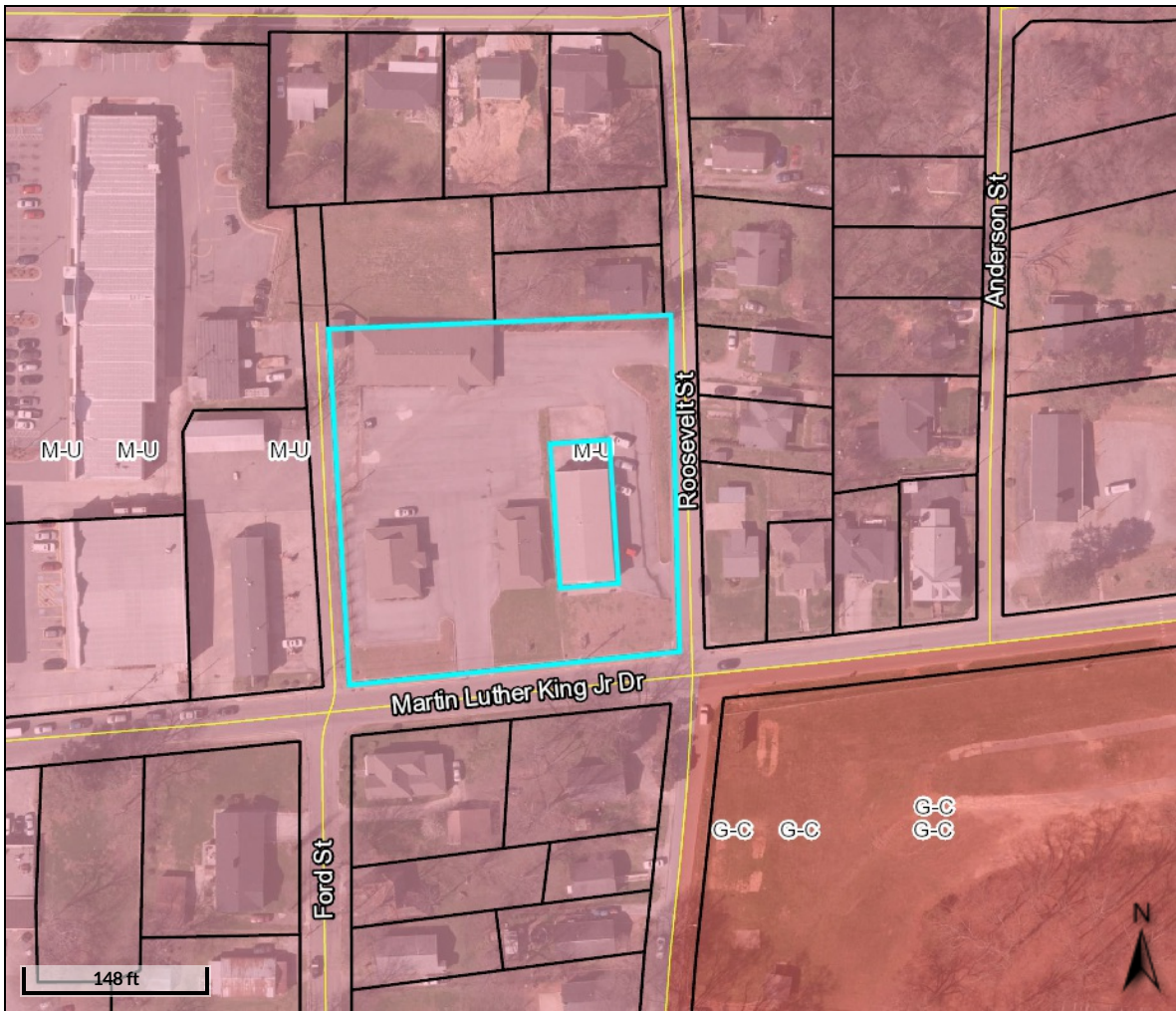
LESSEE:


NELSY C. MONTOYA

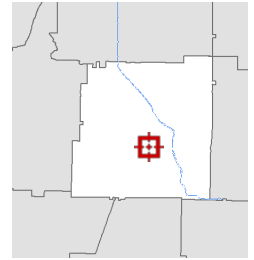
EXHIBIT "A"

402 Martin Luther King, Jr. Drive, Cartersville, Georgia





Overview



Legend

- Parcels
- Roads
- Cartersville Zoning**
- AG
- DBD
- G-C
- G-C*
- H-I
- H-I*
- L-I
- L-I*
- M-U
- M-U*
- MF-14
- MF-14*
- MN
- O-C
- O-C*
- P-D
- P-D*
- P-I
- P-S
- P-S*
- R-10
- R-10*
- R-15
- R-15*
- R-20
- R-20*
- R-7
- R-7*
- R-D
- RA-12
- RA-12*

Parcel ID C009-0006-007
 Sec/Twp/Rng n/a
 Property Address 406 MARTIN LUTHER KING DR
 District Cartersville

Alternate ID 33231
 Class Commercial
 Acreage 1.6

Owner Address TILLEY PROPERTIES INC
 917 N TENNESSEE ST
 CARTERSVILLE, GA 30120-240

Images taken
8/18/2021





