

RECEIVED
4/29

Date Received: 4/29/14

APPLICANT INFORMATION

APPLICANT NAME: Antonio Lamar & Trenekia Lamar

ADDRESS: [REDACTED]

PHONE: [REDACTED]

CELL: [REDACTED]

FAX: [REDACTED]

EMAIL ADDRESS: [REDACTED]

OWNER INFORMATION (If different from Applicant)

OWNER NAME: Nathan Pasha

ADDRESS: 7976 N. MAIN ST. JONESBORO, GA. 30236

PHONE: 770-6959687 CELL: 770-6959687 FAX: [REDACTED]

EMAIL ADDRESS: NATHANPASHA1@GOL.COM

PROPERTY INFORMATION (attach legal description)

ADDRESS: [REDACTED]

PARCEL ID#: 13209A A006

LAND LOT: [REDACTED]

DISTRICT: [REDACTED]

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: Mixed used CURRENT LAND USE: Commercial

PROPOSED LAND USE: Small assembly

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): Meeting Place, Study Group, Bible Study, AA Meetings

Strip Shopping Center

.28 ac

built 1968

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:

7972 AL MAIN ST. thru 954 DIXIE DRIVE
WHICH INCLUDES 952 DIXIE DRIVE JONESBORO GA 30234
NATHAN PASHA
Type or Print Owner's Name

Sworn and subscribed before me this
24 day of April, 2025

Owner's Signature

Adleasia Jacqueline Smith Cameron

Notary Public

CLAYTON COUNTY, GEORGIA

My Commission Expires 10/16/2028

Date

4/24/2025

(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).

Type or Print Owner's Name

Sworn and subscribed before me this
____ day of _____, _____

Owner's Signature

Notary Public

Date

Commission Expires

(Seal)

Type or Print Applicant's Name

Applicant's Signature

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

Nathan Pasha
Type or Print Owner's Name

Owner's Signature

04/25/2025
Date

CITY OF JONESBORO
770-478-3800

REC#: 0003/336 4/29/2025 4:28 PM
OPER: NW TERM: 007
REF#: 29182624931

TRAN: 42.0000 CONDITIONAL USE

ADDRESS: 7976 N MAIN ST

PARCEL: 13209AA00G

100-0000-32-2210

ZONING & LAND U 600.0000

TENDERED: 600.00 MONEY ORDER

APPLIED: 600.00

CHANGE: 0.00

THANK YOU FOR VISITING
THE CITY OF JONESBORO
1859 CITY CENTER WAY
JONESBORO, GA 30236

Record and Return to:
Lueder, Larkin & Hunter, LLC
200 Westpark Drive, Suite 230
Peachtree City, GA 30269
File No.: GA-PC-21-0102-COM
Tax and Parcel ID's: 13209A A006 & 13209A A007

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CLAYTON

THIS INDENTURE, made this 21st day of July, 2021, between

M&D Realty, LLC, a Georgia limited liability company

as party or parties of the first part, hereinafter called Grantor, and

Nathan Pasha

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 TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee all that tract or parcel of and described on Exhibit A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all buildings, structures and improvements thereon, with all and singular the rights, members, and appurtenances to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee, forever, in Fee Simple; subject only to all matters set forth in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter referred to as "Permitted Exceptions").

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above-described tract or parcel of land unto Grantee against the lawful claims of all persons owning, holding or claiming by, through, or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

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

EXHIBIT A

Parcel A: All that tract or parcel of land lying and being in Land Lot 209 of the 13th District of Clayton County, Georgia, being shown on plat of survey made for James B. Kenn by John E. Chapman, Registered Land Surveyor, dated May 8, 1968 and more particularly described according to said plat as follows: Beginning at the intersection formed by the Northeasterly line of the 80 foot right of way of North Main Street also known as Dixie Highway with the northwesterly line of the 60 foot right of way of Dixie Drive and running thence northwesterly along the northeasterly line of the right of way of North Main Street a distance of 160 feet; thence north 57 degrees 16 minutes east 147.4 feet; thence south 40 degrees 20 minutes east 135.8 feet to the northwesterly line of the 60 foot right of way of Dixie Drive; thence southwesterly long said right of way line a distance of 185.7 feet to the point of beginning being part of Lots 1 and 2, and 3 of Block A of Lake Tara Subdivision and part of an adjoining tract on the northwest. Parcel B: All that tract or parcel of land lying and being in Land Lot 209 of the 13th District of Clayton County, Georgia and being more particularly described as follows: Beginning at a point on the northeasterly line of the 80 foot right of way of North Main Street also known as Dixie Highway, a distance of 160 feet from the intersection of the northeasterly line of the 80 foot right of way of North Main Street and the northwesterly side of Dixie Drive, thence continuing along the northeasterly side of North Main Street 80 feet to a point, thence north 57 degrees 16 minutes east 133 feet to a point, thence south 16 degrees 34 minutes east 10.9 feet, thence south 40 degrees 20 minutes east 69.7 feet to a point, thence south 57 degrees 16 minutes west 147.7 feet to the point of beginning.

For information purposes:

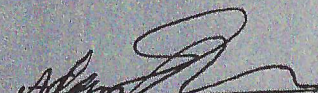
Also known as 7972 N. Main St., Jonesboro, GA 30236. Parcel numbers 13209A A006 and 13209A A007.

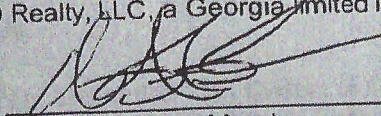
IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

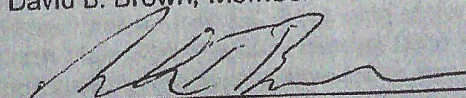
GRANTOR:

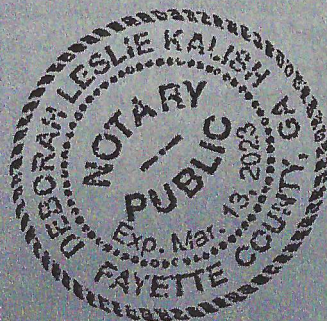
M&D Realty, LLC, a Georgia limited liability company


Unofficial Witness

By:  (SEAL)
David B. Brown, Member

Notary Public
My Commission Expires: _____
[Notary Seal]

By:  (SEAL)
Mark T. Brown, Member



OWNER PERMISSION AFFIDAVIT

Subject Property Address: 7972 North Main Street, Jonesboro Ga 30236

Property Owner:

Name (Person, Firm, Corporation, or Agency): NATHAN PASHA

Mailing Address: 7976 N. MAIN ST. JONESBORO GA 30236

Phone: 770-695 9687

Email: NATHAN.PASHA1@AOL.COM

Authorized Applicant:

Name (Person, Firm, Corporation, or Agency): Antonio Lamar

Mailing Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

I (Property owner/Agent) am applying for, or I hereby give authority to the authorized applicant to file an application for the following address:

7972 North Main Street, Jonesboro Ga, 30236

Type of Application: Conditional Use Permit

[Signature]
Property Owner's Signature

Nathan Pasha
Property Owner's printed name

This instrument was signed before me on this date:

County: Clayton

Georgia Notary Signature:

Affix seal/stamp here:

[Signature]
Adleasia Jacqueline Smith Cameron
NOTARY PUBLIC
CLAYTON COUNTY, GEORGIA
My Commission Expires 10/16/2028

The Church At Zion
952 Dixie Drive
Jonesboro, Georgia, 30236

Dear City Council,

We are writing this letter to formally express our intent to become members of the wonderful city of Jonesboro. Our strong calling to help serve and support the community has led us to explore this great opportunity. In previous years, we have created and participated in various activities such as

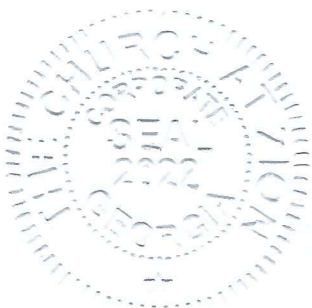
- Interactive Bible lessons that cater to various age groups.
- Coordinated family events that promote fellowship among parents and children.
- Trained volunteers to ensure safe and nurturing environments for our kids.

We appreciate the teachings and values that our parents instilled in us, and we would like to commit to living out those principles through fellowship and service. We are particularly drawn to:

- Community outreach programs.
- Hosting workshops for local youth.
- Encouraging practical skills and techniques.
- Having engaging Bible study groups.
- Counseling sessions and interactive discussions.
- Creating opportunities for personal reflection and growth.

We feel it is important to understand that the voice of our future leaders can become lost in larger settings or mega gatherings. Federal laws such as RLUIPA protect and support our vision to become a productive member of the City of Jonesboro. Therefore, our goal is to become a place to reach the lost or forgotten people by changing lives and making an impact in this community in Jesus' name. Lastly, we are excited about the possibility of becoming a part of the City of Jonesboro, and we look forward to the journey ahead!

Thank you for your time, The Church At Zion



Commercial Lease

This Commercial Lease ("Lease") is dated as of April 15, 2025, by and between Nathan Pasha ("Landlord") and The church at zion ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant Approximately 800 square feet of retail / office space ("Premises") located at 952 Dixie Drive, Jonesboro, Georgia 30236.

Term. The Lease term will begin on April 15, 2025 and will terminate on April 14, 2028

If the tenant decides to terminate the lease before the completion of the lease term, he may do so by giving a 30 day notice to the landlord.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of \$875.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 7976 N. Main street, Jonesboro, Georgia 30236. The payment address may be changed from time to time by the Landlord.

In addition to the lease payment each month, the tenant is required to pay a \$125.common area maintenance fee, begin in April 2026 which helps to cover the cost of landscaping outside lighting outside cleaning the Camera system around the property, etc. payments are due on the first of each month and late after the fifth with the first schedule payment due on a May 1, 2025.

The tenant has paid one month security deposit, the first months rent, and the last two months rent in advance. The next payment from the Tenant is due on June 1, 2025 since the May 1, 2025 payment has been made in advance.

Security Deposit. At the time of the signing of this Lease, the Tenant shall pay to the Landlord, in trust, a security deposit of \$875.00 to be held and disbursed for the Tenant's damages to the Premises (if any) and to cover any damages, financial or otherwise to the landlord, as the result of the tenant actions, i.e. if they fail to meet any of the obligations under the terms of this lease as provided by law.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises/Absences. The Tenant may use the Premises only for Office/retail/meetings and gatherings . The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Property Insurance. The Landlord and the Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on their own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$300,000.00.

Renewal Terms. This Lease shall automatically renew for an additional period of One year per renewal term unless either party gives written notice of termination no later than Thirty (30) days prior to the end of the term or renewal term. The Lease terms during any such renewal term shall be the same as those contained in this Lease except that the Lease installment payments shall be \$1,000.00 per month.

Maintenance. The Landlord shall have the responsibility to maintain the Premises in good repair at all times.

Utilities and Services. The Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

The Tenant acknowledges that the Landlord has fully explained to the Tenant the utility rates, charges, and services for which the Tenant will be required to pay to the Landlord (if any) other than those to be paid directly to the third-party provider.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) **Real Estate Taxes.** The Landlord shall pay all real estate taxes and assessments for the Premises.

(b) **Personal Taxes.** The Tenant shall pay all personal taxes and any other charges that may be levied against the Premises and which are attributable to the Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with the Lease payments.

Termination Upon Sale of Premises. Notwithstanding any other provision of this Lease, the Landlord may terminate this Lease upon Thirty (30) days' written notice to the Tenant that the Premises have been sold.

Destruction or Condemnation of Premises. If the Premises are partially destroyed by fire or another casualty to an extent that prevents the conducting of the Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within 60 days after the occurrence of the destruction, and if the cost of repair is less than \$3,000.00, the Landlord shall repair the Premises and a just proportion of the Lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within 60 days, if the cost of repair is \$3,000.00 or more if the Landlord is prevented from repairing the damage by forces beyond the Landlord's control, or if the property is condemned, this Lease shall terminate upon 20 days written notice of such event or condition by either party and any unearned rent paid in advance by the Tenant shall be apportioned and refunded to it. The Tenant shall give the Landlord immediate notice of any damage to the Premises.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within Five (5) days (or any other obligation within Ten (10) days) after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." in addition, if the tenant fails to make a monthly lease payment along with the maintenance fee on time and thereby default on the lease, the landlord has the right to enter the premises to change the locks to remove the contents, thereby affecting an eviction by bypassing the court system. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Late Payments. For any payment that is not paid within 5 days after its due date, the Tenant shall pay a late fee of \$150.00.

Holdover. If the Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), the Tenant shall pay to the Landlord the Lease payment(s) during the Holdover Period at a rate equal to 120 percent of the normal payment rate set forth in the Renewal Terms Paragraph.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Non-Sufficient Funds. The Tenant shall be charged \$150.00 for each check that is returned to the Landlord for lack of sufficient funds.

Remodeling or Structural Improvements. The Tenant shall have the obligation to conduct any construction or remodeling (at the Tenant's expense) that may be required to use the Premises as specified above. The Tenant may also construct such fixtures on the Premises (at the Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not install awnings or advertisements on any part of the Premises without the Landlord's prior written consent. At the end of the lease term, the Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition as the Premises at the commencement of this Lease.

Access by Landlord to Premises. Subject to the Tenant's consent (which shall not be unreasonably withheld), the Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, the Landlord may enter the Premises without the Tenant's consent. During the last three months of this Lease or any extension of this Lease, the Landlord shall be allowed to display the usual "For Lease" signs and show the Premises to prospective tenants.

Indemnity Regarding Use of Premises. To the extent permitted by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the Landlord may suffer or incur in connection with the Tenant's possession, use or misuse of the Premises, except the Landlord's act or negligence.

Dangerous Materials. The Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

Compliance With Regulations. The Tenant shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, and other authorities and the fire insurance underwriters. However, the Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

Mechanics Liens. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Lease through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Lease will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

Subordination of Lease. This Lease is subordinate to any mortgage that now exists or may be given later by the Landlord with respect to the Premises.

Assigning or Subletting. The Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

Notices. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage pre-paid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

The Landlord:

Nathan Pasha
7976 N. Main Street
Jonesboro, Georgia 30236

The Tenant:

The church at zion
952 Dixie Drive
Jonesboro, Georgia 30236

Governing Law. This Lease shall be construed in accordance with the laws of Georgia.

Entire Agreement. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease.

Amendment. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this

Lease.

Binding on Heirs and Successors. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:



Nathan Pasha

04/27/2025

Date

The Tenant:

The church at Zion

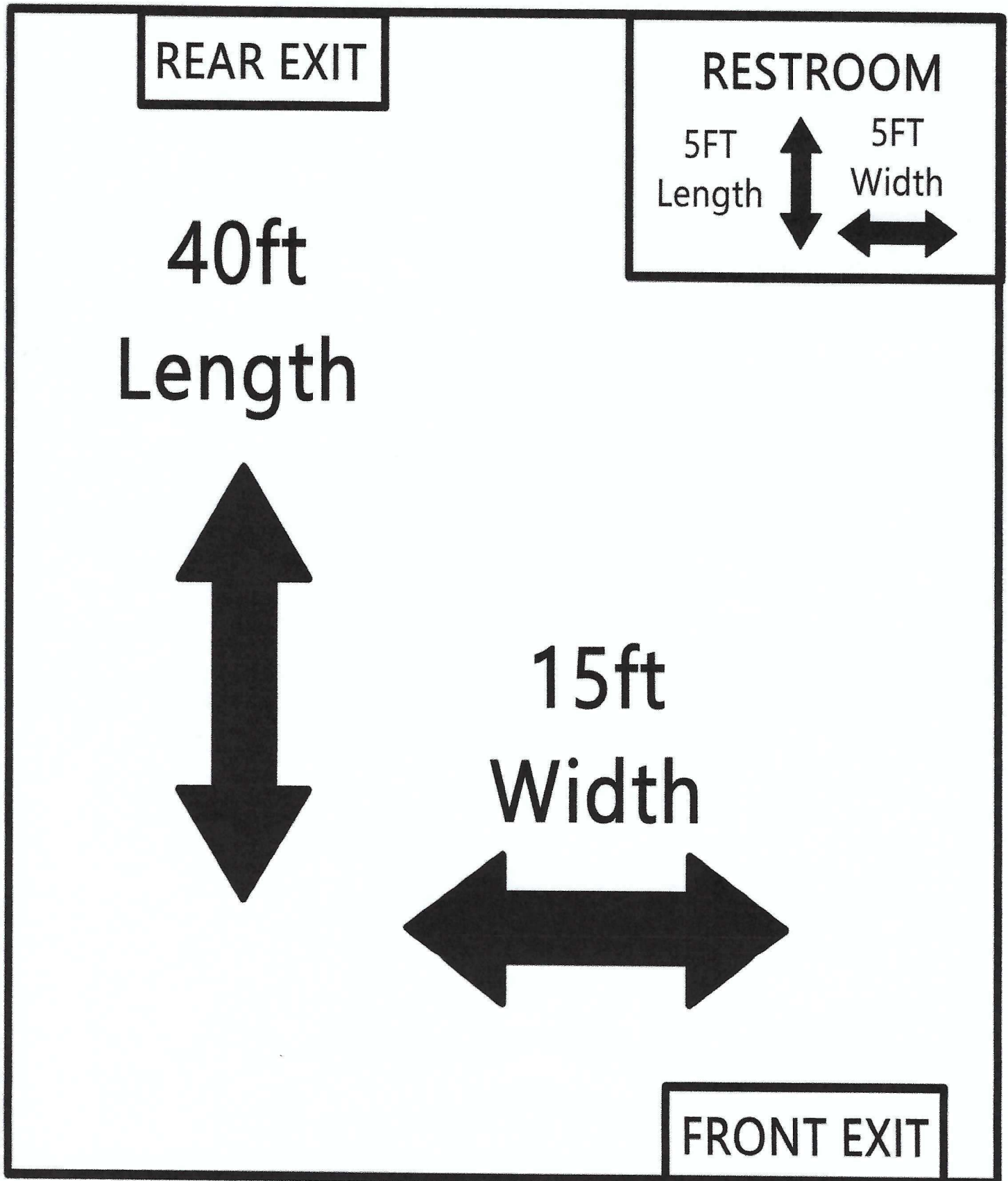


Antonio Lamar, Ceo

04/25/2025

Date

Floor Plan



Gateway North

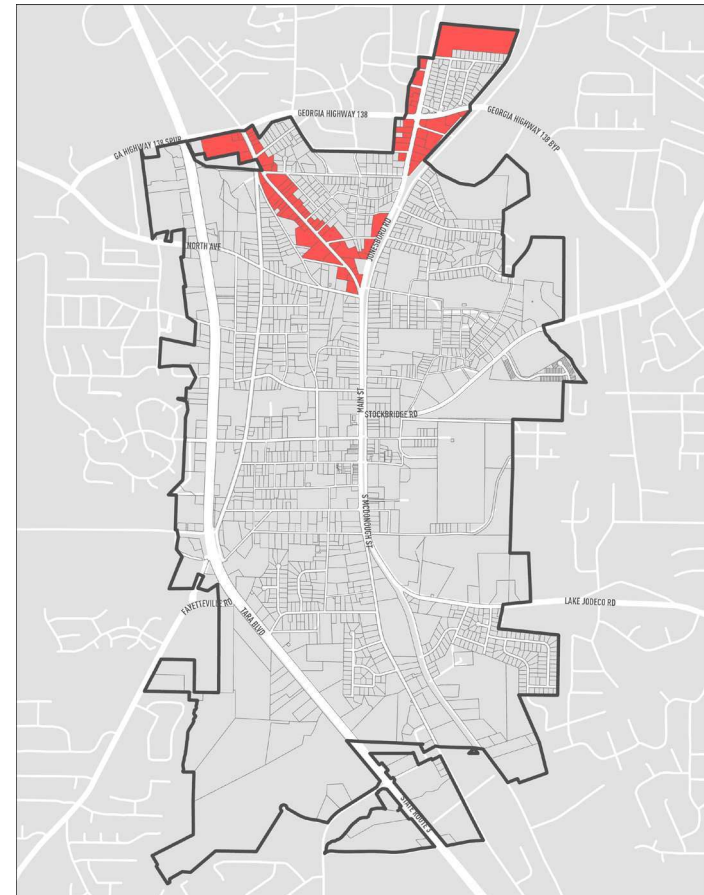
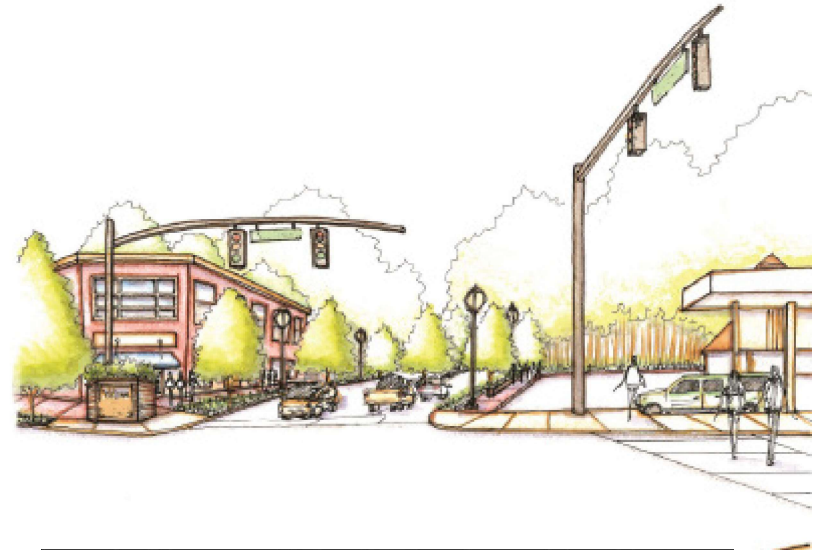
This is the North Main and Jonesboro Road corridors located north of Downtown. This area is the main gateway into the city from the north and is many visitors' first impression of the city. This is also an area targeted for redevelopment and reinvestment.

Uses:

- Office/Institutional
- Commercial/Retail

Implementation Measures:

- Design should be pedestrian-oriented, with strong, walkable connections between different uses.
- Enhance the pedestrian-friendly environment by adding sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring communities and major destinations, such as libraries, neighborhood centers, health facilities, parks, and schools.
- Screen truck docks and waste handling areas from public view.
- Protect environmentally sensitive areas and buffer surrounding neighborhoods.
- Connection to the future MARTA BRT alternative along State Route 54 must be considered.



952 Dixie Drive

Conditional Use Permit for proposed use of a Small Assembly

Legend

- 8664 Tara Blvd
- Atlanta Clayton Bail Bond
- Feature 1
- Horizon Rental Car & Auto Sales (Cash?)
- KFC
- PIEDMONT NATIONAL WILDLIFE REFUGE
- Riverwood Townhouses
- Select Farmers Market

Little This Little That

Locs And Wicks Services - Aaliyah's Locs Studio

952 Dixie Dr

The Braid Garden

Google Earth

Crane Hardware

400 ft

