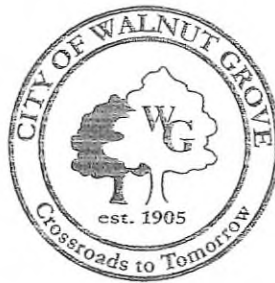


REQUIRED REZONING INFORMATION

- 1. PETITION REQUESTING REZONING**
- 2. COPY OF PLAT OF PROPERTY**
- 3. COPY OF DEED TO PROPERTY WITH
LEGAL DESCRIPTION**
- 4. QUESTIONNAIRE**

PHONE (770) 787-0046



FAX (770) 787-8340

REQUEST FOR ZONING CHANGE

I, Salim Ismail request that my property located at ~~1651 Walnut~~ 1651 HWY-138, Walnut Grove, Georgia, which is now zoned C-1, be rezoned to C-2.

Number of acres requesting to be rezoned: 0.69
Parcel # WG010232
Lot # _____

I understand that a sign informing of the request shall be posted in a conspicuous place on the property proposed to be rezoned.

I have read and understand the attached regulations of the rezoning procedure and have paid the \$100 permit fee.



Applicant
Salim Ismail
Applicant

01/30/2021
Date

Mayor

Date

CITY OF WALNUT GROVE

IMPACT QUESTIONNAIRE

Please answer the following questions and sign below:

1. How will the proposed Land Development District change permit a use that is suitable in view of the use and development of adjacent property?

2. How will the proposed Land Development District change adversely affect the existing use or usability of adjacent or nearby property?

Will not affect usability of adjacent or nearby property.

3. Explain whether the property to be affected by a proposed Land Development District change has a reasonable economic use as currently designated.

1651 HWY-138 was originally zoned to be C-2, the current use (gas station)
would not be allowed under current zoning.

4. Discuss whether the proposed Land Development District change will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

This will not result in a use that causes excessive/burdensome
use.

5. Explain whether there is a relative gain to the public by retaining the present Land Development District designation as compared to the hardship imposed upon the property owner.

There is no relative gain in keeping ~~on~~ current zoning. Existing business
is already grandfathered in for C-2 activities. property across the street
is also C-2.

CITY OF WALNUT GROVE
IMPACT QUESTIONNAIRE (Page 2)

6. Discuss whether there are other existing or changing conditions affecting the use and development of the property which give support for approval of the proposed Land Development District change.

Business is currently grandfathered in for C-2 Activities, want zoning to be reverted to the only logical use for property as built.

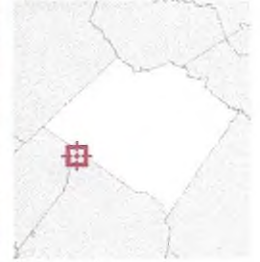
7. Please answer the following questions. If the answer to any of the questions is "Yes", you may be required to provide further information under O.C.G.A. §36-67A-2&3.
- a. Are you, or anyone else with a property interest in the subject property, a member of the City Council? NO
 - b. Does an official of such public bodies have any financial interest in any business entity which has a property interest in the subject property? NO
 - c. Does a member of the family of such officials have an interest in the subject property as described in "a" and "b" above? NO
 - d. Within two (2) years immediately preceding this application, have you made campaign contributions or given gifts to such public officials aggregating \$250.00 or more? NO

Signature

Date



Overview



Legend

 Parcels

Parcel ID WG010232
 Class Code Commercial
 Taxing District Walnut Grove
 Acres 0.69

Owner ISMAIL SALIM N
 1181 NASH LEE DRIVE
 LILBURN, GA 30047
 Physical Address 1651 HWY 138
 Appraised Value Value \$258100

Last 2 Sales			
Date	Price	Reason	Qual
8/13/1999	\$750000	FM	Q
10/13/1995	\$200000	FM	Q

(Note: Not to be used on legal documents)

Date created: 2/3/2021
 Last Data Uploaded: 2/3/2021 6:26:22 AM

Developed by  Schneider
 GEOSPATIAL

Return document to:
Rebecca Polston Dally, P.C.
P.O. Box 745
Social Circle, GA 30025
(770) 464-3330

FILED IN OFFICE
CLERK, SUPERIOR COURT
WALTON COUNTY, GEORGIA
99 AUG 13 PM 4:55
BOOK 1002 PAGE _____
KATHY K. TROST, CLERK

WALTON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 150.00
DATE 8-13-99
Kathy K. Trost
CLERK OF SUPERIOR COURT

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF WALTON

THIS INDENTURE, made this 13 day of August, in the year of our Lord One Thousand Nine Hundred and Ninety-Nine between **KAYAM ENTERPRISES, INC.**, as party of the first part, hereinafter called Grantor, and **SALIM N. ISMAIL**, as party 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 DOLLARS AND OTHER CONSIDERATION**, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 199 of 4th Land District, Broken Arrow, G.M.D. 416, Walton County, Georgia, being designated as Tract "A", containing 0.420 acres, more or less, and Tract "B", containing 0.272 acres, more or less, as more particularly described on plat of survey for **KAYAM ENTERPRISES, INC.**, dated August 4, 1995, certified by Kenneth C. Sims, Ga. R.L.S. No. 1783, which is recorded at Plat Book 67, page 96, Walton County Records. Said plat of survey and the record thereof are incorporated herein by reference for a more complete description of the subject property.

TO HAVE AND TO HOLD, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of **SALIM N. ISMAIL**, the said Grantee, his successors and assigns forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

KAYAM ENTERPRISES, INC.

By: *Sadrudin Hakani* (SEAL)
SADRUDDIN HAKANI, President

By: *Kareem Ali* (SEAL)
KAREEM ALI, Secretary

Sworn to and subscribed before me
on this 13 day of August, 1999.

Rebecca Polston Dally
Witness
Ann B. ...
Notary Public

FILED IN OFFICE
CLERK, SUPERIOR COURT
WALTON COUNTY, GEORGIA

99 AUG 13 PM 4:55

BOOK 1002 PAGE _____
KATHY K. TROST, CLERK

GEORGIA INTANGIBLE TAX PAID
\$ 2025.00
8-13-1999

REBECCA POLSTON DALLY PC
137 E HIGHTOWER TRAIL
POST OFFICE BOX 745
SOCIAL CIRCLE, GA 30025
(770) 464-3330 464-2151

KATHY K. TROST
Clerk of Superior Court
Walton County, Georgia

SECURITY DEED

GEORGIA, WALTON COUNTY:

THIS INDENTURE, made and entered into this 13 day of August, 19 99, between

SALIM N. ISMAIL

of the State of Georgia, County of Walton, as party or parties of the first part, hereinafter designated "Grantor," and

NATIONAL BANK OF WALTON COUNTY

a Banking Corporation of the State of Georgia (whose mailing address is P.O. Box 728, Monroe, GA 30065), as party of the second part, hereinafter designated "Grantee,"

*(\$675,000.00)

WITNESSETH: That for the considerations hereinafter specified, receipt whereof is hereby acknowledged, to secure Grantor's Specific Debt of \$ SIX HUNDRED SEVENTY-FIVE THOUSAND & 00/100 hereinafter indicated, and to secure also all other obligations of Grantor to Grantee indicated herein, Grantor does hereby grant, bargain, sell and convey unto Grantee the following described property (together with and including all buildings and improvements now or hereafter existing thereon, and all fixtures now or hereafter attached to or used in connection therewith), to-wit:

All that tract or parcel of land lying and being in Land Lot 199 of 4th Land District, Broken Arrow, G.M.D. 416, Walton County, Georgia, being designated as Tract "A", containing 0.420 acres, more or less, and Tract "B", containing 0.272 acres, more or less, as more particularly described on plat of survey for KAYAM ENTERPRISES, INC., dated August 4, 1995, certified by Kenneth C. Sims, Ga. R.L.S. No. 1783, which is recorded at Plat Book 67, page 96, Walton County Records. Said plat of survey and the record thereof are incorporated herein by reference for a more complete description of the subject property.

(CONTINUED)

TO HAVE AND TO HOLD the said bargained property unto Grantee, together with all and singular the rights, members and appurtenances thereof to the same in any manner belonging or appertaining, to the own proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

Grantor covenants that he is lawfully seized and possessed of said property, that he has a good and unrestricted right to convey same, and that said property is free of any liens or encumbrances except such, if any, as may be expressly disclosed herein. And Grantor will forever WARRANT AND DEFEND the right and title thereof unto Grantee against the claims of all persons whatsoever.

This indenture is not a mortgage but an absolute conveyance of said property made under the existing provisions of the Official Code of Georgia Annotated relating to conveyances of property to secure debt, the Specific Debt secured hereby being evidenced by a certain promissory note in the principal sum of \$ 675,000.00 executed by Grantor, dated August 13, 19 99 and payable to the order of Grantee with interest and upon terms as therein specified. Final payment thereon is due 8/15/2002, and said note is made a part hereof by this reference.

This indenture secures not only the Specific Debt above described, but also renewals and extensions of same or any part thereof. Additionally, it secures all other and further indebtedness and liability of every nature, whether direct, indirect or contingent, that Grantor (or any one or more of Grantors, if there be more than one) may now or at any time hereafter owe to Grantee, whether as principal, maker, endorser, guarantor, indemnitor, surety or otherwise, whether individually and separately or jointly with others (and whether or not such others are parties hereto), and notwithstanding payment of said Specific Debt or surrender of any instrument evidencing same at any time (all indebtedness and monetary obligations of every nature herein contemplated and secured hereby, collectively, being sometimes herein called the "secured debt"). If any portion of the secured debt or of this indenture is held invalid for any reason, such portion shall be deemed severed, and such invalidity shall not affect the remaining portions thereof.

Grantor covenants and agrees that for as long as any part of the secured debt remains unpaid, Grantor shall: Make timely payment of all taxes, assessments and other charges that may be or become liens on said property; keep improvements on said property insured against fire, extended coverage perils, flood (if located in a Federally-designated special flood hazard area), and such other hazards as Grantee may require, in amounts and companies approved by Grantee, and make timely payment of all premiums for such insurance; cause the policies of such insurance and all renewals thereof to designate Grantee as an insured party thereunder; to be made payable to Grantee as its interest may appear, and to be delivered to Grantee; cause or allow no permanent structure on said property to be demolished, removed or materially altered without Grantee's prior written consent; keep said property and improvements repaired, maintained and preserved in as good condition as now exists, natural wear and tear excepted; pursue expeditiously to completion all improvements heretofore or henceforth commenced on said property; perform on a timely basis all obligations of Grantor imposed by any lease of said property made by or to Grantor, and all obligations incident to ownership of any condominium unit included in said property imposed by or in furtherance of the pertinent Condominium Declaration; make timely payment of all expense required for each of the foregoing; and, if any of said property is subject to a prior security deed, mortgage or security instrument of any nature, Grantor shall make timely payment of all debt secured thereby and allow no default to occur thereunder (and if foreclosure or other enforcement of any such instrument having priority over this indenture results in any overplus to which Grantor might be entitled, such overplus is hereby assigned to Grantee, and Grantee shall have the exclusive right to receive and collect same).

If any payment or other duty herein required of Grantor with respect to said property is not timely made or performed, Grantee at its option may make the required payment, perform the required duty and/or take any other action Grantee deems necessary to protect the property and Grantee's security interest therein, all at Grantor's expense. Without limitation, Grantee from time to time may advance and pay sums required for any such obligation of Grantor, procure any required insurance, enter upon and repair or complete improvements on the property, and otherwise preserve and safeguard said property and Grantee's interest therein, incurring in Grantor's behalf any expense Grantee deems necessary for the purpose. Any and each such advance made and expense incurred by Grantee shall bear interest from the date made or incurred at the "Default Rate" hereinafter defined, shall be immediately due and payable by Grantor to Grantee, and shall with interest be part of the secured debt. Grantee shall be subrogated to all claims and liens discharged or paid with the proceeds of any such advance, or with the proceeds of any loan or other advance secured hereby.

As further security, Grantor hereby assigns to Grantee all rents, issues and profits at any time accruing for said property, reserving only the right to collect same for his own use as long as he is not in default hereunder. In the event of such default and during the existence of same, Grantee at its option may rent the property, and (by whomsoever rented) receive and collect all rents therefor. For such purposes, Grantee may enter upon the property as necessary, employ real estate or rental agents, and pay reasonable commissions for their services, all at Grantor's expense. And whether or not there is a default hereunder, Grantee shall be entitled at its option to receive and collect all or any insurance proceeds payable by reason of loss or damage to said property, and all or any compensation payable for any taking or acquisition of said property or any part thereof by an authority exercising or threatening to exercise a power of eminent domain, Grantor hereby assigning to Grantee all such insurance proceeds and compensation.

In each case where Grantee is herein authorized to "receive and collect" sums payable for any reason to Grantor by other persons, Grantee at its option may demand, sue for, collect and receipt for same at Grantor's expense, and is hereby appointed as Grantor's attorney in fact for such purposes. Sums thus collected by Grantee shall be applied first toward payment of any attorney's fees and other expenses incurred in the collection, and then toward payment of the secured debt, in such order of application among its components as Grantee may elect.

For the purposes hereof, "Default Rate" shall mean a per annum rate of simple interest amounting to 5 percentage points above, and fluctuating at that level with, the prime rate of the bank herein named as Grantee; but such Default Rate shall never be less than 10% per annum, and shall never exceed the highest lawful contract rate if any legal limitation of interest is pertinent to the secured debt. (The said prime rate is the base or reference rate from time to time established and used by said bank to fix interest rates at which loans will be made to its various customers. Loans may be made by said bank at above or below the prime rate.)

...accelerate and declare immediately due and payable all indebtedness secured hereby; Provided, however, that if the property above described includes residential real estate containing less than five dwelling units, or a residential manufactured home, the foregoing provisions of this paragraph shall not apply to: The creation of a lien or other encumbrance subordinate to this security deed which does not relate to a transfer of rights of occupancy in such property; a lease of such property for three years or less not containing an option to purchase; a transfer by devise, descent or operation of law on the death of Grantor or a joint tenant; or any other transfer or disposition excepted by applicable law. Unless otherwise at the time specified in writing by Grantee, no sale or transfer permitted by Grantee and no assumption of Grantor's obligations hereunder by any purchaser or transferee shall relieve Grantor of any such obligations to Grantee; and in no event shall Grantee's acceptance of any such assumption constitute a novation hereof or of any note or other obligation secured hereby.

Time is of the essence hereof, and of all obligations of Grantor secured hereby. In the event of failure to make timely payment of any part of the secured debt or to perform and fully satisfy any other covenant or obligation of Grantor to Grantee herein or in any related note or instrument provided, or if said property or Grantee's interest therein is destroyed or materially damaged or impaired by fire or other casualty or by anything done or suffered to be done by Grantor, or if Grantee shall reasonably come to believe Grantor to be insolvent or unable to pay his debts as they become due, or if any bankruptcy or debtor rehabilitation or relief proceeding is filed by or against Grantor, or if a custodian or receiver is appointed for Grantor or to manage his property, any such occurrence or event shall constitute a default of Grantor hereunder. At any time or times during the existence of such default, Grantee shall be and is hereby fully authorized, at Grantee's option: (1) To declare accelerated and thereby render immediately due and collectible, without notice, the entire unpaid balance of all of the secured debt (both principal and interest lawfully collectible), whereupon all of the secured debt thus accelerated (excepting any unpaid interest previously accrued at the Default Rate) shall thenceforth bear interest at the Default Rate until paid; (2) With or without such acceleration, to seize and take possession of said property for its protection and preservation and/or rent the same as above provided; (3) to have a receiver appointed for said property, without regard to Grantor's solvency or to Grantee's having an adequate remedy at law; and, (4) Whether or not pursuing any other remedy herein provided or otherwise available, Grantee shall be and is hereby expressly empowered to sell said property as a single parcel (or as several parcels, at Grantee's option) at public outcry, on a day and within the hours specified by law for sheriff's sales, at the Courthouse of the county where said property or any part thereof is located, after advertising such sale once a week for four weeks (without regard to the number of days) in the publication in which sheriff sales in and for said county are then advertised (all other notice being hereby waived by Grantor), and thereupon to execute and deliver to the purchaser a sufficient conveyance of said property in fee simple. Such conveyance may recite the happening of the default or event upon which Grantee's power of sale depends. Grantor hereby irrevocably appoints Grantee as his attorney in fact to make such sale and conveyance, and agrees that the conveyance so made by Grantee and all recitals therein made shall be binding and conclusive upon Grantor, and effective to divest Grantor of all equity of redemption and other rights Grantor may have in and to said property. Grantee or any person in its behalf may bid and purchase at such sale as though a stranger to the transaction. Grantee shall apply the proceeds of the sale first toward payment of the expense of advertising and conducting the sale (including but not limited to attorney's fees reasonably incurred), and then toward payment of the secured debt, in such order of application among its components as Grantee may elect. Grantee shall render the overplus, if any, to Grantor; and if there is a deficiency, Grantor shall forthwith pay the same to Grantee.

Grantor agrees that upon any such sale by Grantee, possession of said property shall be promptly surrendered to the purchaser, and that Grantor and all persons claiming under him or in possession of said property shall ipso facto become tenants at sufferance, and shall forthwith deliver possession to such purchaser or be summarily dispossessed as provided by law applicable to tenants holding over. Grantor waives and renounces all benefits and rights under any statute now or hereafter providing for confirmation of, limiting and abating deficiency judgments on, and advertising of sales of real estate under powers contained in security instruments, and agrees that all powers herein conferred upon Grantee shall have full force and effect notwithstanding any such statute.

All rights, remedies and powers herein conferred upon Grantee are coupled with an interest and irrevocable by death or otherwise. Same are cumulative of all other rights and remedies provided by law and otherwise available to Grantee, any and all of which may be exercised singly and independently or in such combinations and as often as Grantee from time to time may elect, and without waiving any default of Grantor hereunder. Neither Grantee's delay in exercising nor its failure to exercise any such right, remedy or power shall operate as a waiver thereof, and no single, partial, incomplete or ineffectual exercise of such shall bar Grantee's subsequent exercise of the same or any other right, remedy or power. Grantee's failure to act in the event of a default of Grantor shall not operate as a waiver of the same or any subsequent default.

Wherever "Grantor" or "Grantee" or a pronoun relating to either appear herein, same shall be construed to mean both the singular and the plural, the masculine, feminine and neuter, and the natural person and the corporation, as the case may be, together with the heirs, executors, administrators, successors and assigns of the party or parties thus indicated; and if there be more than one Grantor herein, "Grantor" shall also mean each and all of them, jointly and severally.

GRANTOR KNOWINGLY AND VOLUNTARILY HEREBY EXPRESSLY WAIVES ANY RIGHT GRANTOR MIGHT NOW OR HENCEFORTH HAVE, UNDER THE CONSTITUTION OR LAWS OF GEORGIA OR OF THE UNITED STATES OF AMERICA, TO ANY NOTICE OR HEARING, JUDICIAL OR OTHERWISE, PRIOR TO GRANTEE'S EXERCISE OF ITS POWER OF SALE OR ANY OTHER RIGHT OR REMEDY HEREIN PROVIDED. Also, Grantor waives all rights of homestead exemption in said property.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature] (Seal)
SALIM N. ISMAIL

[Signature]
Notary Public

(Seal)

My Commission Expires:

Date Notorized: August 13

(CONTINUED)

GRANTOR(S): SALIM N. ISMAIL
LENDER: NATIONAL BANK OF WALTON COUNTY
DATE OF SECURITY DEED: August 13, 1999

WAIVER OF BORROWER'S RIGHTS

By execution of this paragraph, Grantor(s) expressly; (1) acknowledges the Right to Accelerate the debt and the Power of Attorney given herein to Lender to sell the premises by Nonjudicial Foreclosure upon default by Grantor(s) without any judicial hearing and without any notice other than such notice as is specifically required to be given under the provisions of said Deed to Secure the Debt; (2) waives any and all rights which Grantor(s) may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the various provisions of the Constitution for the several states or by any reason of any other applicable law, to notice and to judicial hearing prior to the exercise by Lender of any right or remedy herein provided to Lender, except such notice as is specifically required to be provided in said Deed to Secure Debt; (3) acknowledges that Grantor(s) has read this Deed and any and all questions regarding the legal effect of said Deed and its provisions have been explained fully to Grantor(s) and Grantor(s) has been afforded an opportunity to consult with counsel of Grantor's choice prior to executing the Deed; (4) acknowledges that all waivers of the of the aforesaid right of Grantor(s) have been made knowingly, intentionally and willingly by Grantor(s) as part of a bargained-for loan transaction; (5) agrees that Grantor's right to notice shall be limited to those rights to notice provided by this Deed and no other; and (6) agrees that the provisions hereof are incorporated into and made part of the Security Deed.

Read and agreed by Grantor(s): Salim N. Ismail (SEAL)
Salim N. Ismail

(SEAL)

Signed, sealed and delivered in the presence of:

Rebecca K. Daily
Witness

Ann E. Thompson
Notary Public

August 13, 1999
Date





Misc Payment Receipt
Walnut Grove, GA
2581 Leone Ave
Loganville, Georgia 30052

Office: 770-787-0046

Receipt Note: Zahir Keshwani REZONING

Payment Type/Last 4 of CC: Visa-6360

Payment Method: POS

Customer Name:	
Payor Name:	zAHIR kESHWANI
Billing Address:	
City/State/Zip:	30047
Phone #:	516-304-8823
Email:	ZAHIRKESH@GMAIL.COM
Payment Date:	02/04/2021 3:17:31 PM
Payment Clerk:	Walnut Grove
Confirmation #:	12204802

Thank you for your payment. You will see two transactions on your card related to your payment:

- 1) Misc billed by Walnut Grove, GA
- 2) Service Fee billed by GovernmentWindow

Misc Amount:	\$100.00
Service Fee Amount:	\$4.00
Total Paid:	\$104.00

-- CUSTOMER COPY --