

Return To:
Terry L. Miller
Mitchell & Mitchell, P. C.
108 S. Thornton Ave.
P. O. Box 668
Dalton, GA 30722-0668

Cross Index: Deed Book 06678, Page 0261-0262

Georgia, Whitfield County

DEMOLITION AGREEMENT AND EASEMENT

THIS AGREEMENT, made and entered, by and between the City of Dalton (“City”), a Georgia municipal corporation, and Gopalakrishnan Nair Govinda Pillai (“Owner”), witness the following:

RECITALS

The City claims that the sign structure (shown by photo in Exhibit “B”), referred to herein as “the Sign” located at 313 North Glenwood Ave. Dalton, Georgia, with the following legal description:

[SEE EXHIBIT “A” ATTACHED]

Tax Parcel I. D. # 12-219-28-008

is abandoned and/or dilapidated (hereafter “the Property”), which amounts to a violation of the City’s ordinances. The City contacted Owner of the Sign and has demanded that the Owner remove the Sign instanter because it is in violation of City Ordinances. The City claims that removal of the Sign is for the betterment of the

public's health, safety, and welfare. The Owner is unable to remove Sign expediently. As a result, the parties have entered into negotiations to resolve their dispute.

Now, therefore, the parties hereto agree as follows:

1. Offer & Acceptance. The City offers the consideration listed in item 2. below, in exchange for the consideration listed in items 3. and 4. below from Owner, to settle the above-cited claims. Owner accepts said offer.

2. Consideration by City. The City, its agents and representatives agree to do the following:

(a) To remove the Sign by crane from the Property and to dispose of the salvage remains without requirement of Owner to take further action to dispose of the salvage. Such removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Property without the Sign after the removal has occurred in as good condition as it existed on the date of the Agreement and to perform its removal work in a workmanlike manner for which Owner shall have no liability to any third person.

(c) To remove any trees or shrubs that the City determines must be removed to complete the demolition, in the sole discretion of City staff.

(d) Within sixty (60) days after the work contemplated by this Agreement is completed, to provide the Owner with an invoice identifying the costs for: i) title search (\$300.00) if any and ii) cost for crane equipment and operator to remove the Sign. Invoice will be sent to Owner at this address: P.O. Box 6341, Dalton Georgia 30721

Consideration by Owner. Owner, his agents and representatives agree to the following:

(a) Owner shall remove all personal property from the Property at least twenty four (24) hours prior to when the Sign removal is scheduled to occur as the

City may reasonably require to perform the work safely. Owner agrees that the Sign or its salvage remains shall be considered abandoned and thereby transferred to the City which shall have the right and sole discretion to dispose of it as it sees fit.

(b) Owner specifically agrees that it will not interfere with the removal of the Sign or debris in any manner.

(c) Owner shall permit all trees and shrubs located on the Property that may impede removal of the Sign to be removed at the City's discretion without any interference.

(d) Owner shall receive the City's invoice referenced in paragraph 2(d) of this Agreement and shall pay same upon receipt but not later than thirty (30) days thereafter.

(e) Owner waives all objections to any special assessment upon the Property of the amount identified in the invoice, and if Owner fails to pay same, any lien filed against the Property in conjunction therewith.

(f) By his signature on this Agreement, Owner hereby grants the City authority to act on its behalf to disconnect all utilities to the Sign at the point of origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Sign have been cancelled and are, therefore, no longer in force and effect.

(h) The Owner, his agents and representatives release the City, its agents and assigns from all claims, demands, suits, judgments, and/or causes of action of any kind arising out of the City's actions taken pursuant to this Agreement. The Owner shall indemnify and hold the City harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorneys' fees, witnesses fees, cost of defending any such action or claim, or appeals, arising out of the City's actions taken pursuant to this Agreement.

4. Easement. The Owner hereby grants the City and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 (a) hereof but limited temporarily to such time as necessary for completion of such work set forth in paragraph 2 of this Agreement.

5. Additional Promises. The parties agree that no promise or inducement has been offered except as herein set forth. The parties voluntarily enter into this Agreement.

6. Integration. The parties agree that this Agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this Agreement.

7. Modification. This Agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

8. Successors & Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties.

9. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10. Severability. If any portion of this Agreement is found to be unenforceable for any reason, then the remainder shall remain in full force and effect.

11. Counterparts; Headings. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original and when taken together shall constitute one and the same agreement. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

In Witness Whereof, the parties have executed the above and foregoing document.

Dated 11-13-~~22~~, 2023.

Dated 11-13 2023.
City of Dalton

[Signature]
By:

By:
Its:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My commission expires:



Deed Doc: WD
Recorded 10/24/2018 12:22PM
Georgia Transfer Tax Paid : \$89.00

MELICA KENDRICK

Clerk Superior Court, WHITFIELD County, Ga.

Bk 06678 Pg 0261-0262

PL1002921

RETURN TO:

L. STEPHEN KELEHEAR
LITTLE, BATES & KELEHEAR, P.C.
PO BOX 488
DALTON, GA 30722-0488

STATE OF GEORGIA
COUNTY OF WHITFIELD

WARRANTY DEED

THIS INDENTURE, made the 24th day of October, 2018, between **Miguel Angel Silva** (hereinafter "Grantor"), of the County of Whitfield and State of Georgia, and **Gopalakrishnan Nair Govinda Pillai** (hereinafter "Grantee"), of the County of Whitfield and State of Georgia.

WITNESSETH

That the Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof being hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to-wit:

All that tract or parcel of land lying and being in land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, lying in the City of Dalton, and being more particularly described as follows:

BEING City Lot No. 82 and 5 feet off of the south side of City Lot No. 84, being a total of 55 feet fronting East on North Depot (Glenwood Avenue) and running back a uniform width of 150 feet, more or less to Flour Mill Drive.

TOGETHER WITH all and singular the hereinabove described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all estate, right, title, interest and rights of possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD, all singular the above-described premises, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the said Grantee forever, in **FEE SIMPLE** (except as may be limited herein).

AND THE SAID GRANTOR, and the heirs, legal representatives, successors and assigns of the Grantor will **WARRANT AND DEFEND** all right, title and interest in and to the said premises and the quite and peaceable possession thereof, unto the said Grantee, and to the heirs, legal representatives, successors and assigns of the Grantee, against all acts and deeds of the said Grantor, and all and every person or persons whomsoever lawfully claiming or to claim the same.


THIS CONVEYANCE IS MADE SUBJECT TO all easements, conditions and restrictive covenants of record insofar as the same may lawfully affect the above-described property.

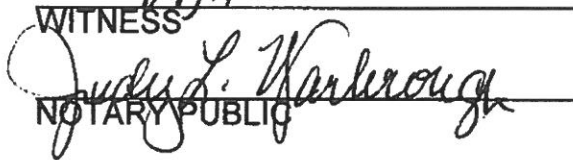
IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Deed on the day and year first above-written.



Miguel Angel Silva (SEAL)

Signed, sealed and delivered
this 24th day of October, 2018,
in the presence of:



WITNESS


NOTARY PUBLIC

Judy L. Yarbrough
Notary Public, Whitfield County, Georgia
My Comm. Expires 04/07/2021

THE CASH YOU NEED. FAST!

MORE MONEY
& LOW
& RATES &

2023/10/26 09:15

Deed Doc: WD
Recorded 10/24/2018 12:22PM
Georgia Transfer Tax Paid : \$89.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06678 Pg 0261-0262
PL1002921

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L. STEPHEN KELEHEAR
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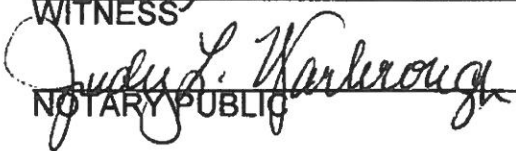
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Miguel Angel Silva (SEAL)

Signed, sealed and delivered
this 24th day of October, 2018,
in the presence of:



WITNESS


NOTARY PUBLIC

Judy L. Yarbrough
Notary Public, Whitfield County, Georgia
My Comm. Expires 04/07/2021

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
code@daltonga.gov
www.daltonga.gov



CODE COMPLIANCE

Date: 10/26/2023

PILLAI GOPALAKRISHNAN NAIR GOVINDA
P O Box 6341
DALTON, GA 30721

Reference Address: 313 N Glenwood Ave, Dalton, GA, 30721
Parcel #: 12-219-28-008

NOTICE OF VIOLATION

Owner and/or Occupant,

On or about 10/26/2023, at approximately 10:58:44 the property located at 313 N Glenwood Ave, Dalton, GA, 30721 was inspected due to visible violations observed by a Code Compliance Inspector from the public roadway. Upon inspection of the above referenced property it was determined the property is not within compliance of the International Property Maintenance Code (City of Dalton Code of Ordinances Code Section 22-3 and 22-96).

The following issues are in non-compliance and should be addressed immediately. The owner and/or occupant has 30 working days from the date of this letter to come within, or have scheduled to come within, compliance.

Municipal Code: Signs; Abandoned Article VI 6.3

Description: Nonconforming signs which have been abandoned, shall be removed in their entirety by the record owner of the building or the person who obtained the sign license, whichever owns the sign or portion thereof, within 90 days after the business using the sign closes or ceases to operate on the premises where the sign is located.

Resolution: The upright sign has been abandoned as the establishment has not been conducting business at this location in over 90 days.

Remove sign within 90 days of business closure or ceasing operations on premises or 30 days after notice.

Municipal Code: Sec 6-2 Signs, Deterioration

Description: Nonconforming signs which have been allowed to deteriorate so as to constitute either an aesthetic nuisance or a safety hazard are subject to removal pursuant to article VIII of this ordinance. A sign shall be deemed to be deteriorated if the paint on its face is faded, cracked or peeling, if removable letters on the changeable copy board are missing or in disarray, if plastic panels are missing, broken or stained, if the sign face or its supporting frame work is rusty or in need of paint, if the area surrounding the sign base is not maintained and kept free of weeds and debris, or if the sign is in need of structural repair.

Resolution: Facade Sign is cracked and peeling.

Repair and maintain sign as to not constitute an aesthetic nuisance or safety hazard.

Additional Notes:

This notice is Not a Court Summons and No Civil fines are applicable at this time. By signing below you are Only acknowledging receipt of this letter.

Received By: _____ Date: 10/26/2023 Time: 10:58:44


Code Compliance Inspector: Dan Lewallen

Your immediate attention to the above matter is greatly appreciated. Failure to correct the stated violations could result in a court summons and civil penalties.

Please direct all inquiries regarding this matter to the below listed Inspector.

Dan Lewallen

City Of Dalton
Code Compliance Inspector
300 W Waugh Street
PO Box 1205
Dalton, Georgia 30722
(706)529-8769

Photo	Details
	<p>Title: Deteriorated and Abandoned Signs</p> <p>Date: Oct 26, 2023 10:55</p> <p>Uploaded by: Dan Lewallen</p>

QUOTATION

Bill Holden Construction, Inc.
2515 South Dixie Hwy
Dalton, GA 30720

Phone: 706-277-2734
Fax: 706-279-1318

CUSTOMER

City of Dalton
Attn: Accounts Payable
P.O. Box 1205
Dalton, GA 30722-1205

QUOTE

1608

DATE

11/8/2023

JOB LOCATION

313 N Glenwood Ave
Dalton, GA 30721

DESCRIPTION	QTY	RATE	AMOUNT
30-Ton Boom Truck Rental Service for sign removal at 313 N Glenwood Ave, Dalton, GA 30721	4	125.00	500.00

We appreciate the opportunity to work with you!

QUOTE TOTAL \$500.00

- Bill Holden Construction, Inc. assumes no responsibility for site preparation and/or site damage.
- It is the customer's responsibility to provide clear access to the site for which work is to be completed. This will include but is not limited to blocking parking meters off, and/or barricades to make room for necessary staging of crane, trucks and trailers and ingress and egress to the area where work is to be performed.
- Bill Holden Construction, Inc. will take limited precautions but will not be responsible for any damage to foundations, underground structures, underground utilities, curbs, gutters, concrete slabs, sidewalks, driveways, roads, parking lots, pavement, yards, sprinklers, landscaping, trees or shrubs and any other damageable surfaces due to their structural integrity being insufficient to withstand the weight of our equipment.
- Any damage to tires or wheels due to jobsite conditions will be the responsibility of the Lessee.
- Others are to provide and maintain a clear, firm site with backfill in place and leveled to approximate grade suitable for operation of the equipment.
- Bill Holden Construction, Inc. is not providing radios and/or signalmen in this quote.
- Lessee agrees to provide competent and experienced personnel to signal/direct crane.

Signature: _____ Printed Name: _____

Date: _____ Title: _____ Purchase Order #: _____