

Return To:  
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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 Genaro Fraire (“Owner”), witness the following:

#### **RECITALS**

The City claims that the residential structure, referred to herein as “the Building” located at 807 Judd Terrace, Dalton, Georgia, with the following legal description:

All that tract or parcel of land lying and being in Land Lot No. 259 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, and being Tract No. 4 of the Mabel L. Ingram Estate, as per plat recorded in Plat Cabinet C, Slide 712, Whitfield County, Georgia Land Records and being more particularly described as per plat of survey prepared by N. B. DeLoach, Registered Land Surveyor, dated April 8, 1992, as follows:

Beginning at an iron pin which located North 74 degrees 06 minutes 22 seconds West 100 feet from a point located on the Westerly right of way line of Walnut Avenue, said point being located 166.33 feet Northeasterly as measured along the Westerly right of way line of Walnut Avenue from its intersection with the centerline of Judd Terrace; thence North 74 Degrees 06 minutes 22 seconds West 108.01 feet to an iron pin located on the Easterly right of way line of Judd Terrace; thence North 08 degrees 00 minutes 52 seconds West along the Easterly right of way line of Judd Terrace 29.15 feet to a point; thence continuing along said right of way North 03 degrees 37 minutes 25

seconds West 80.33 feet to an iron pin; thence South 72 degrees 44 minutes 30 seconds East 84.28 feet to an iron pin; thence South 89 degrees 59 minutes 24 seconds East 71.20 feet to an iron pin; thence South 18 degrees 47 minutes 50 seconds West 120 feet to an iron pin and the point of beginning.

Tax Parcel I. D. # 12-236-01-048

is vacant, substandard, deteriorated, and dilapidated (“the Building”), which amounts to a violation of the City’s ordinances. The City contacted Owner of the Building and has demanded that the Owner pay for the removal of the Building because it is in violation of City Ordinances. The City claims that removal of the Building is for the betterment of the public’s health, safety, and welfare. The Owner is unable to demolish Building expediently. As a result, the parties 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 Building by demolition, to remove all demolition debris as well as all rubbish, scrap metal, wood, building materials, rubble and other trash located in the Building and on the Real Property, to remove all paved surfaces that the City determines must be removed to complete the demolition, in the sole discretion of the City staff except the public sidewalk on the Real Property, and to clear the site at the sole discretion of the City staff. Such demolition and removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Real Property after the demolition has occurred in as good condition as it existed on the date of the Agreement and to perform its work in a workmanlike manner.

(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 land fill disposal of the demolition debris at the Dalton-Whitfield Solid Waste landfill. This invoice will be sent to Owner at this address:\_\_\_\_\_.

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

(a) Owner shall remove all personal property from the Building and the Real Property at least twenty four (24) hours prior to when the demolition is scheduled to occur. Owner agrees that all personal property left in the Building and on the Real Property at the time of the scheduled demolition shall be considered abandoned and that ownership of the personal property remaining in the Building or on the Real Property shall be transferred to the City, which shall have the right and sole discretion to dispose of the personal property remaining in the Building or on the Real Property as it sees fit.

(b) Owner specifically agrees that he will not enter onto the Real Property while the demolition is occurring and will not interfere with the demolition, debris removal, grading or the reestablishment of vegetation, if any, on the Real Property in any manner.

(c) Owner shall permit all trees and shrubs located on the Real Property 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 Real 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 his behalf to disconnect all utilities to the Real Property and Building at the point or origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Building and/or any personal contents contained therein 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 if any a limited and temporary easement across the Real Property for the limited purpose of traveling across the Real Property in order to fulfill their obligations set forth in paragraph 2 of this Agreement until the City or its contractors have completed the work identified in this Agreement, and the site is again in compliance with City Ordinances.

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.

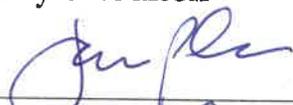
In Witness Whereof, the parties have executed the above and foregoing document.

Dated April \_\_\_\_, 2021.

Dated April \_\_\_\_, 2021.

\_\_\_\_\_  
By: Genaro Fraire

**City of Dalton**

  
\_\_\_\_\_  
By: Jason Parker

Its: City Administrator.

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

My commission expires: