

GEORGIA, WHITFIELD COUNTY

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DALTON AND DALTON PUBLIC SCHOOLS FOR IMPROVEMENT OF PUBLIC FACILITIES FOR COMMUNITY COMPLEX SOCCER FIELDS AND JOINT USE

THIS AGREEMENT made and entered this 9th day of August, 2021, by and between the City of Dalton, a Georgia municipal corporation chartered under the law of the State of Georgia, of the first part, hereafter “the City,” and the City of Dalton Public School System, an independent public school system of the State of Georgia acting under authority of its Board of Education, of the second part, hereafter “Dalton Public Schools,” of the second part.

WITNESSETH:

WHEREAS, the City and Dalton Public Schools each find a need for additional soccer fields and recreational facilities in the City of Dalton for meeting the educational mission of the Dalton Public Schools and the community wide recreational interest in the sport of soccer; and

WHEREAS, the Dalton Public Schools intends to construct and maintain a soccer field and appurtenant facilities upon property owned by Dalton Public Schools at its Dalton Junior High School campus; and

WHEREAS, the parties agree that it would benefit the public health, safety, and general welfare of the City of Dalton as well as commensurately enhance the educational mission of Dalton Public Schools to construct two additional soccer fields and appurtenant facilities creating a soccer complex for joint use of the City’s recreational programs and the Dalton Public Schools’ educational and athletic programs;

NOW, THEREFORE, in consideration of the premises, the transfers of real estate and grant of easements hereinafter provided, the payment reserved from the City to the Dalton Public Schools, the joint use of the three (3) soccer fields and appurtenant facilities, to be kept and

observed, and hereby acknowledged by each party to be received of the other, the parties agree as follows:

-1-

This Agreement is an intergovernmental contract by legal entities qualified and authorized to enter into such agreement under authority of Georgia's intergovernmental contracts clause, Georgia Constitution of 1983, Art. 9, § III, ¶¶ I (a) and (b).

-2-

Within a reasonable time following execution of this Agreement and following Dalton Public School's bid award for the synthetic turf for the soccer field that it is constructing at its Dalton Junior High School campus, the City shall pay to Dalton Public Schools an amount, not to exceed \$847,164.06, to cover the cost to Dalton Public Schools for said synthetic turf and at that time Dalton Public Schools will transfer title to the City to that real estate which it owns as shown as Tract 2 and described on Exhibit "A" attached hereto and made part hereof by reference which the City shall assimilate with its contiguous real estate shown as Tract 3 on Exhibit "A" in order to construct two (2) additional fields near the Park Creek School campus. This title transfer shall be by Warranty Deed conveying good and marketable title thereto.

-3-

a) In order to construct the soccer field at the Dalton Junior High School campus, Dalton Public Schools requires a temporary construction easement from the City at or near the City's property occupied by Station No. 5 of the Dalton Fire Department. The City will convey to Dalton Public Schools such temporary construction easement through and along the easement area shown in Exhibit "B" attached hereto and made a part hereof by reference. In conjunction with attorneys for Dalton Public Schools the City's Attorney will prepare this easement.

b) Further, the Dalton Public Schools will require a permanent easement from the City limited solely to ingress and egress for safety and evacuation purposes by safety and medical personnel to and from the soccer field that it constructs at its Dalton Junior High School campus as also shown and described in Exhibit "B" attached hereto and made a part hereof by reference. In conjunction with attorneys for Dalton Public Schools the City's attorney will prepare this easement.

-4-

Each party will construct, maintain, and operate the soccer fields and appurtenant facilities which it is constructing, that is Dalton Public Schools the one (1) soccer field at its Dalton Junior High School campus, and the City the two (2) soccer fields on the lands near the Park Creek School campus, on which it is constructing the two (2) soccer fields as shown in Exhibit "A." All of the facilities described in the prior sentence shall together be hereafter referred to as "the Premises."

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It is the intent and agreement of the parties to make joint use of all of the soccer fields to be constructed, i.e. the one (1) field of Dalton Public Schools, and the two (2) fields of the City. Under joint use the concept is to have a Community Soccer Complex meeting the educational programs and needs of Dalton Public Schools and the general recreation programming and needs of the City. Management of such joint use will be by the Athletic Director of Dalton Public Schools who shall have sole authority over scheduling and use of the soccer field of Dalton Public Schools and the Director of the Dalton Parks and Recreation Department who shall have sole authority over scheduling and use of the two (2) soccer fields of the City. Such cooperative use shall be governed generally by the policy and procedures described in Exhibit "C."

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In addition thereto, the parties agree that: the City will prepare at its sole cost a 30' x 40' pad area graded and situated at the northwest corner of the soccer complex site for the benefit of Dalton Public Schools to enable a future Park Creek school field extension class. This site is shown as Tract 1 on Exhibit "A." In conjunction with this work the City or its contractor will install a conduit for future electrical cable and a 2-inch water supply line for such field extension class. Upon completion of its work the City shall transfer title to Tract 1 to Dalton Public Schools by Warranty Deed conveying good and marketable title thereto.

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The term of this Agreement shall not extend beyond 50 years, but may be sooner terminated under the terms of this Agreement.

-8-

Each party agrees to maintain and keep in repair its own facilities within the soccer complex at its own cost and expense. Such undertakings include maintaining its field or fields, and appurtenant facilities, as the case may, in a good and safe condition for the intended uses. Each party by its delegated agents or employees may perform periodic inspections of the field conditions and all improvements together constituting the soccer complex. While using any of the soccer fields and their appurtenant facilities both parties shall use reasonable care to prevent damage to the soccer fields and appurtenant facilities.

In the joint use policy and procedures shown as Exhibit "C" the parties shall address such issues of ongoing maintenance and repair as well as trash collection and daily upkeep.

The parties as more fully shown in Exhibit "C," as amended from time to time, covenant and agree to these use restrictions:

- a. City or Dalton Public Schools or their invitees shall vacate the Premises within thirty (30) minutes after the conclusion of the final event of each day.
- b. City or Dalton Public Schools shall lock all exterior gates (where applicable) on completion of each event.
- c. City or Dalton Public Schools shall provide responsible adult supervision at all times during use of the Premises.
- d. All motorized vehicles shall be kept off all grassed areas in the vicinity of the field and may park only in areas designated, provided, however, the parties and their authorized third party independent contractors may operate motorized vehicles on grassed areas in the vicinity of the fields solely for the purpose of improvements, maintenance and repair to the fields, or set-up and clean-up for the Program.
- e. The consumption of any alcoholic beverages or use of tobacco products or weapons by its employees, participants, volunteers or invitees on or about the Premises is prohibited.
- f. The parties shall comply with all applicable laws, ordinances, rules and regulations related to use of the Premises.
- g. City or Dalton Public Schools as the case may be shall be solely responsible for obtaining, at their sole expense, all permits and approvals required to improve, maintain and repair the fields.
- h. The parties shall not bring or store, or allow to be brought or stored on the Premises, any Hazardous Materials (as defined below). The responsible party shall be solely

responsible for any and all claims, costs, losses, expenses, demands, action, or causes of action, and all liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Premises arising from the use or handling, storage or other management of Hazardous Materials (as defined below). As used herein, "Hazardous Material" means any toxic or hazardous substance, material or waste, which is regulated or becomes regulated by any federal, state, or local governmental authority. The term "Hazardous Material" includes, without limitation, any substance or material (i) containing petroleum, crude oil or any fraction thereof; (ii) containing polychlorinated biphenyls (PCBs); (iii) containing asbestos; (iv) which is radioactive; (v) which is infectious; (vi) defined as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U. S. C. § 1317); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U. S. C. § 9601 et seq. (42 U. S. C. § 9601); or (ix) defined as a "hazardous substance," "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" or similar term under any other environmental, health or safety law, rule, regulation or policy. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

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City and Dalton Public Schools shall maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and Damage to Premises Rented to you, with limits of not less than \$1 million each

occurrence/ \$2 million General Aggregate or the limits listed on the Declarations page of such insurance policy, whichever is greater.

- (b) Automobile Liability insurance with limits not less than \$1 million per accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.

Any third party using or performing work on any portion of the Premises shall be required to maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and damage to premises rented to you, with limits of not less than \$1 million each occurrence/ \$2 million General Aggregate or the limits listed on the declaration page of such insurance policy, whichever is greater.
- (b) Automobile Liability Insurance with limits not less than \$1 million per accident involving bodily injury (including death) and property damage for all owned, non-owned and hired vehicles.
- (c) Workers' Compensation Coverage, as required by the State of Georgia With the following minimum limits:
 - (1) Georgia statutory limits for employers;
 - (2) Employer's liability as follows:
 - (a) bodily injury by accident - \$100,000.00;
 - (b) bodily injury by disease - \$500,000.00 policy limit;
 - (c) bodily injury by disease - \$100,000.00 each employer.

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Upon expiration of five (5) years either party shall have the right to terminate this Agreement without cause by giving six (6) month's prior written notice to the other party. Otherwise, this Agreement shall automatically renew at each ten (10) year interval from original date unless terminated by agreement of the parties or by one party's giving six (6) months prior written notice to the other party. If termination shall so occur the dedication of any right of way or transfer of property as provided herein, shall remain permanent and there shall be no reversion of title to real estate.

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Any and all notices permitted or required to be given under this Agreement shall be in writing, and except as otherwise provided herein, shall be delivered personally, by commercial overnight courier, or by registered or certified mail, return receipt requested, to the other party at the address set forth below or at such other address as may be supplied by notice thereof given pursuant to this provision. Notices may be given by or to the attorneys for either party as may be listed herein. The date of personal delivery or the date of deposit with a commercial courier or with the U.S. Postal Service shall be the date such notice shall be deemed to have been given, whether or not actually received, if properly addressed.

For the purpose of this Agreement, the address of Dalton Public Schools is:

Dalton Public Schools
300 West Waugh Street
P. O. Box 1408
Dalton, GA 30722-1408
Attn: Rusty Lount

And the address of City is:

City of Dalton
P. O. Box 1205

Dalton, GA 30722-1205
Attn: Andrew Parker, City Administrator

Either party may change its address or contact person(s) for notices by providing the other party with notice of such change in accordance with this Section 12.

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This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless made in writing and signed by Dalton Public Schools and City. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

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Time is of the essence for each and every provision and obligation of this Agreement.

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This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and specifically in the event the City or Dalton Public Schools shall let or contract the venue out to a private person for use the requirements of O.C.G.A. § 51-1-53 shall be minimum requirements of such lease or contract and both the City and Dalton Public Schools shall be beneficiaries of such lease or contract as their interests may appear. The parties agree to submit to the jurisdiction of, and that venue is proper in, the federal court in Rome Georgia, or state courts of Whitfield County, Georgia, in any dispute arising out of this Agreement

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If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect.

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This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted. The parties have carefully read this Agreement and understand it. Each executes this Agreement as a voluntary act after having consulted with counsel of its choosing concerning the same, or having voluntarily chosen not to consult with counsel concerning the same.

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Each individual executing this Agreement on behalf of the City and Dalton Public Schools represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the respective entity and that the parties have full right and authority to execute and deliver this Agreement.

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This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The execution of this Agreement may be confirmed by the exchange of signature pages as electronic versions in PDF or JPEG format which shall have the same force and effect as an original.

IN WITNESS WHEREOF, the City and Dalton Public Schools have executed this Agreement on the day and year first above written.

CITY OF DALTON

By: _____
Mayor

ATTEST:

City Clerk

DALTON PUBLIC SCHOOLS

By: 
Its: Board Chair, Dalton Board of Education

ATTEST: 
Superintendent, Dalton Public Schools

EXHIBIT A - CITY OF DALTON & DALTON PUBLIC SCHOOLS IGA



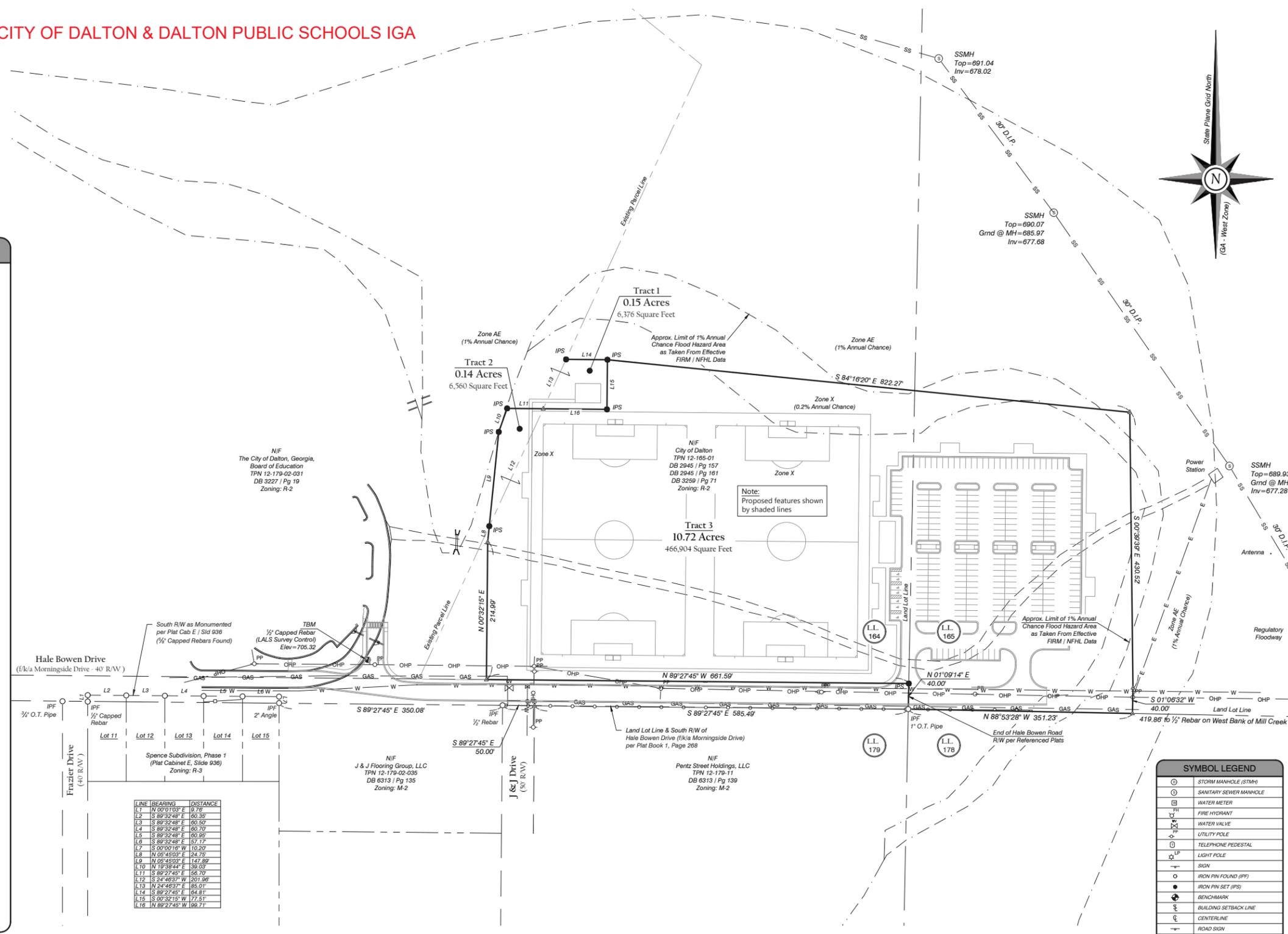
GEORGIA PLS #3063
 TENNESSEE RLS #2824
 NORTH CAROLINA PLS #L-5329
 GEORGIA LSF #1169
 NORTH CAROLINA LSF #P-2042
 GSWCC CERTIFICATION NO. 3115

THE CITY OF DALTON
 BEING PT. TAX PARCEL NOS. 12-165-01 & 12-179-02-031
 LOCATED IN LAND LOTS 164 & 165, 12th DISTRICT, 3rd SECTION
 CITY OF DALTON, WHITFIELD COUNTY, GEORGIA

© 2021, LEWIS & ASSOCIATES SURVEYING, LLC
 THIS DRAWING AND DEGREE ARE THE PROPERTY OF THE CONSULTANT. THEY MAY BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CONSULTANT. ALL COMMON LAW RIGHTS OF COPYRIGHT AND OTHERWISE ARE HEREBY SPECIFICALLY RESERVED.

SURVEY DATE	1/8/21-1/9/21, 1/18/21
SURVEY CREW	DSM, CLL
COMPUTED BY	CLL, DSM
DATE DRAWN	1/21/2021, 7/27/2021
DRAWN BY	CLL, DSM
CHECKED BY	CLL
REVISIONS	REVISION DATE

DRAWING FILE: 26-209 City of Dalton-Hale Bowen
 DWG SCALE 1"=80'
 SHEET NO. 1/1
 PROJ. NO. 20-209



LINE	BEARING	DISTANCE
L1	N 00°10'03" E	19.79
L2	S 89°27'45" E	60.50
L3	S 89°32'48" E	60.50
L4	S 89°32'48" E	60.70
L5	S 89°32'48" E	60.90
L6	S 89°32'48" E	57.17
L7	S 89°00'16" W	10.20
L8	N 05°45'03" E	24.79
L9	N 05°45'03" E	147.80
L10	N 19°34'44" E	59.03
L11	S 89°27'45" E	56.70
L12	S 24°49'37" W	201.90
L13	N 04°46'37" E	85.01
L14	S 89°27'45" E	64.81
L15	S 00°32'15" W	77.51
L16	N 89°27'45" W	199.71

PLAT NOTES

CLOSURE STATEMENT
 THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF 1":23,442' AND AN ANGULAR ERROR OF 03" PER ANGLE POINT. THE FIELD DATA WAS ADJUSTED USING LEAST SQUARES. THIS PLAT HAS A CLOSURE PRECISION OF N/A.

EQUIPMENT
 ALL FIELD MEASUREMENTS WERE MADE USING A SOKKIA IX1003 ROBOTIC TOTAL STATION AND SOKKIA SHC5000 FIELD CONTROLLER.

FLOOD STATEMENT
 A PORTION OF THE SUBJECT PROPERTY DOES LIE WITHIN A 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA (100-YEAR FLOOD ZONE) AS SHOWN ON F.I.R.M. MAP NO. 13313C01370, EFFECTIVE DATE 09/19/2007.

BASIS OF BEARINGS
 BEARINGS ROTATED TO MONUMENTS FOUND AND SURVEY CONTROL POINTS LOCATED BY GPS OBSERVATION USING A SOKKIA GCX3 GNSS RECEIVER WITH A SOKKIA SHC5000 FIELD CONTROLLER OPERATING ON THE GEO++ REAL TIME GNSS NETWORK OPERATED BY eGPS SOLUTIONS, INC.

SOURCE OF TITLE
 TITLE TO THE SUBJECT PARCEL IS CURRENTLY VESTED IN THE CITY OF DALTON, GEORGIA, BOARD OF EDUCATION PER DEED BOOK 3227, PAGE 19 (TAX PARCEL NO. 12-179-02-031) AND THE CITY OF DALTON PER DEED BOOK 2945, PAGE 157, DEED BOOK 2945, PAGE 161, AND DEED BOOK 3259, PAGE 71 (TAX PARCEL NO. 12-165-01).

REFERENCES
 1. FRAZIER ACRES PLAT 1 / PROPERTY OF JOHN PLANZER BY R.E. SMITH DATED SEPTEMBER 4, 1945. (PLAT BOOK 1, PAGE 268)
 2. SURVEY FOR CITY OF DALTON BY JOSEPH R. EVANS DATED NOVEMBER 11, 1997, REVISED JANUARY 30, 1998.
 3. SURVEY FOR CITY OF DALTON BY JOSEPH R. EVANS DATED NOVEMBER 11, 1997, LAST REVISED DECEMBER 15, 1997.
 4. PLAT FOR U&I INDUSTRIES, INC. BY N.B. DELOACH DATED OCTOBER 19, 1993. (DEED BOOK 4116, PAGE 277)
 5. MINOR SUBDIVISION PLAT OF BRYAN SPENCE SUBDIVISION BY MITCHELL LOWERY DATED FEBRUARY 9, 2017. (PLAT CABINET E, SLIDE 936)

ZONING INFORMATION
 THE SUBJECT PROPERTY IS CURRENTLY ZONED R-2

BUILDING SETBACKS:
 FRONT (MAJOR): 40'
 SIDES (MINOR): 25'
 REAR: 15'

GENERAL NOTES
 1. THIS PLAT WAS PREPARED BY THE SURVEYOR OR UNDER HIS DIRECT SUPERVISION BASED ON AN ACTUAL ON THE GROUND SURVEY.
 2. THE BOUNDARY CONDITIONS AND IMPROVEMENTS ARE CERTIFIED ONLY AS OF THE DATE OF PLAT PREPARATION AS LISTED IN THE TITLE BLOCK.
 3. NO TITLE REPORT WAS PROVIDED TO LEWIS & ASSOCIATES LAND SURVEYING, LLC. NOR WAS AN INDEPENDENT TITLE SEARCH PERFORMED BY LEWIS & ASSOCIATES LAND SURVEYING, LLC. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.
 4. ALL DIMENSIONS SHOWN ARE HORIZONTAL GROUND DISTANCES.
 5. LEWIS & ASSOCIATES LAND SURVEYING, LLC DOES NOT CERTIFY AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA. NO UNDERGROUND INVESTIGATIONS HAVE BEEN PERFORMED.
 6. CERTIFICATION IS MADE ONLY TO THE PARTY(IES) NAMED ON THIS PLAT. CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY(IES) WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR.
 7. THIS SURVEY PLAT MAY NOT BE REPRODUCED, SCANNED OR ALTERED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF LEWIS & ASSOCIATES LAND SURVEYING, LLC.
 8. COPIES OF THIS SURVEY ARE NOT VALID WITHOUT AN ORIGINAL SEAL AND SIGNATURE. COPIES WITHOUT AN ORIGINAL SIGNATURE SHOULD BE CONSIDERED PRELIMINARY AND ARE NOT VALID FOR RECORDING OR CONDUCTING LAND TRANSACTIONS.
 9. ALL IRON PINS SET TO BE 5/8" REBAR WITH YELLOW CAP BEARING THE REGISTRATION NUMBER OF THE SURVEYOR UNLESS NOTED OTHERWISE.
 10. THE TERM "CERTIFICATION" AS USED IN RULE "180-6-092(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
 11. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, IN THAT WHERE A CONFLICT EXISTS, THE REQUIREMENTS OF LAW PREVAIL.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (j) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

CHRISTOPHER L. LEWIS, PLS
 GEORGIA PLS #3063 / GEORGIA LSF #1169
 TENNESSEE RLS #2824 / NORTH CAROLINA PLS #L-5329

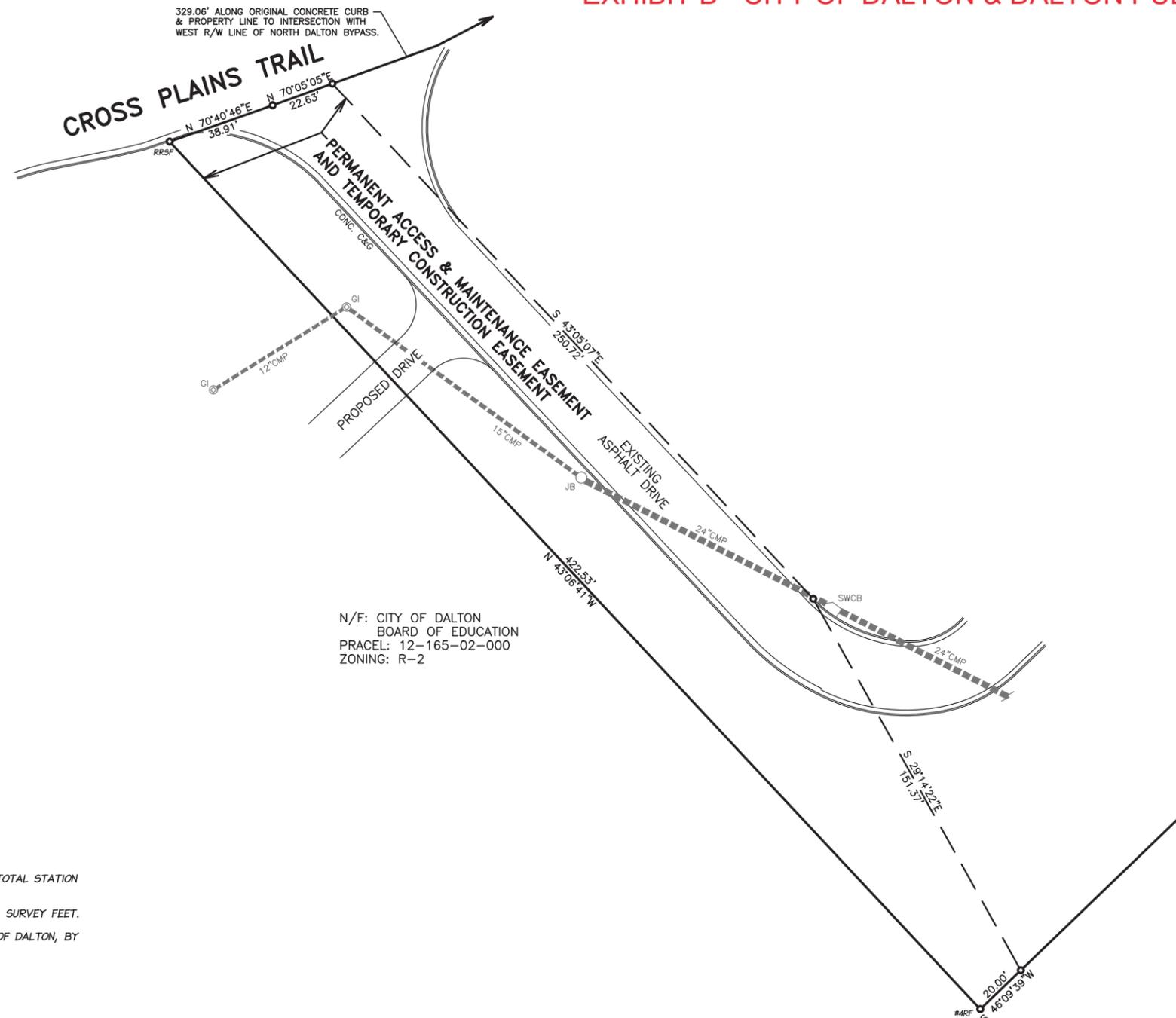
7/27/2021
 DATE

811
 Know what's below.
 Call before you dig.

GRAPHIC SCALE
 0 40 80 160
 (IN FEET)
 1 inch = 80 ft.

SYMBOL LEGEND	
	STORM MANHOLE (STMH)
	SANITARY SEWER MANHOLE
	WATER METER
	FIRE HYDRANT
	WATER VALVE
	UTILITY POLE
	TELEPHONE PEDESTAL
	LIGHT POLE
	SIGN
	IRON PIN FOUND (IPF)
	IRON PIN SET (IPS)
	BENCHMARK
	BUILDING SETBACK LINE
	CENTERLINE
	ROAD SIGN
	EXISTING CONTOUR
	STORM SEWER LINE
	OVERHEAD POWER LINE
	OVERHEAD TELEPHONE LINE
	UNDERGROUND ELECTRIC
	WATER LINE
	GAS LINE
	CHAIN LINK FENCE
	GUY WIRE
	OPEN TOP PIPE
	CRIMPED TOP PIPE
	POINT OF BEGINNING
	POINT OF COMMENCEMENT
	RIGHT-OF-WAY
	DEED BOOK/PAGE
	PLAT BOOK/PAGE
	TAX PARCEL NUMBER
	TEMPORARY BENCHMARK
	CORRUGATED METAL PIPE
	REINFORCED CONCRETE PIPE
	TOP OF WALL
	TITLE EXCEPTION REFERENCE

EXHIBIT B - CITY OF DALTON & DALTON PUBLIC SCHOOLS IGA



LEGEND

---	STORM DRAIN LINE
SS---	SANITARY SEWER LINE
W---	WATER LINE
G---	GAS LINE
E---	ELECTRIC LINE (OVERHEAD)
E---	ELECTRIC LINE (UNDERGROUND)
X---	FENCE LINE
FDC	FIRE DEPT. CONNECTION
OC	FIRE HYDRANT
⊕	WATER VALVE
⊙	WATER METER
⊕	GAS METER
⊙	POWER POLE
B.S.L.	BUILDING SETBACK LINE
P.O.B.	POINT OF BEGINNING
#4RCS	#4 REBAR & CAP SET
_RCF	SIZE REBAR & CAP FOUND
_RF	SIZE REBAR FOUND
_AF	SIZE AXLE FOUND
_PF	SIZE PIPE FOUND
_RDF	SIZE ROD FOUND
RRSF	RAIL ROAD SPIKE FOUND
RWMF	R/W MONUMENT FOUND

N/F: CITY OF DALTON
BOARD OF EDUCATION
PARCEL: 12-165-02-000
ZONING: R-2

- SURVEY NOTES**
1. FIELD WORK WAS PERFORMED USING A NIKON DTM 522 TOTAL STATION AND TDS RECON DATA COLLECTOR.
 2. DISTANCES SHOWN ARE HORIZONTAL, GROUND, AND U.S. SURVEY FEET.
 3. PLAT REFERENCE: PLAT FOR NEW FIRE STATION, CITY OF DALTON, BY ALLIED SURVEYING INC., DATED 12-13-01.

SURVEYOR'S CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

G&M.C.F.
Craig M. Cook GEORGIA R.L.S. #2691



OWNER: CITY OF DALTON
PARCEL #: 12-165-03-000
ZONING: R-2 (CITY OF DALTON)
SURVEY TYPE: RETRACEMENT/EASEMENT

EASEMENT SURVEY FOR:
**CITY OF DALTON
(FIRE STATION)**
LOCATED IN LAND LOT 165, 12th DISTRICT,
3RD SECTION, WHITFIELD COUNTY, GEORGIA

**CCA CRAIG M. COOK & ASSOC.
LAND SURVEYORS, INC.**
346 BONIFACIOUS ROAD
TUNNEL HILL, GA 30755
OFFICE: (706) 516-4444
Email: cclandsurveyors@gmail.com

FIELD DATE: 02-08-21	JOB NO: 1986
CREW: CC	FILE NO: 1986 ESMT
PLAT DATE: 05-03-21	REVISED:
DRAWN BY: CC	
SCALE: 1"=30'	

Exhibit C

Joint Usage Agreement

Dalton Public Schools (DPS) has sole authority in scheduling and usage of the field located at Dalton Junior High School (DJHS) / The Dalton Academy (TDA). Dalton Parks and Recreation Department (DPRD) shall contact the Athletic Director of DJHS/TDA for all scheduling and usage request of this field.

- DPRD agrees that the usage of this field be limited to large tournaments or league championships.
- DPRD agrees that a DPRD employee responsible for the facility remain on site during its usage.
- DPRD agrees to adhere to facility usage request made by DJHS/TDA Athletic Director at time of use.
- All parties using DPS facilities will adhere to the policies and regulations established by the Dalton Board of Education.

Dalton Parks and Recreation Department has sole authority in scheduling and usage of the fields located at Park Creek Elementary School. Dalton Public Schools shall contact the DPRD Director or his designee for all scheduling and usage requests of these fields.

- DPS agrees to adhere to facility usage request made by DPRD Director or his designee at the time of use.
- DJHS/TDA agrees that a DJHS/TDA employee responsible for the facility remain on site during its usage.
- All parties using DPRD facilities will adhere to the policies and regulations established by the City of Dalton Recreation Commission.
- Both parties agree to usage terms set forth in the Intergovernmental Agreement between the City of Dalton and Dalton Public Schools.