

**CITY OF DALTON**  
**RESOLUTION**  
**Resolution No. 22-12**

**RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY**  
**located at**  
**133 Huntington Drive**

**WHEREAS**, the Mayor and Council of the City of Dalton has determined that it is consistent with the best interests of the City of Dalton and its citizens that the City of Dalton purchase for public use certain real property located at 133 Huntington Drive as described in Exhibit "A" (the "Property") from Charles Y. and Laura J. Allgood, a Georgia resident ( the "Seller"), as provided for in the Sales Contract

**WHEREAS**, the City of Dalton, under the authority of the Charter of the City of Dalton Sections 4-8(f) and 4-8(r) is authorized to acquire real property for public use;

**WHEREAS**, the City of Dalton obtained an appraisal by a Georgia licensed real estate appraiser to determine the fair market value of the Property;

**WHEREAS**, the Seller has agreed to the proposed terms of sale as provided in the Sales Contract;

**WHEREAS**, the City of Dalton has determined that the terms of the Sales Contract, including the proposed sales price of \$709,000.00 and a lease agreement for a term of 10 months, are fair and just compensation for the purchase of the Property;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Dalton, as follows:

**THAT** the City of Dalton hereby approves the proposed terms of sale as provided in the Sales Contract.

**THAT** the City of Dalton hereby approves the proposed the terms as provided in the Lease Agreement

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized to enter into the Sales Contract, Lease Agreement, and any and all documents necessary to consummate the proposed purchase of the Property.

**BE IT FURTHER RESOLVED**, that the Mayor is hereby authorized and empowered to take such actions and to execute for and on behalf of the City of Dalton any and all documents as may be necessary or desirable to accomplish and effect the Sales Contract and Lease Agreement and these Resolutions; and such documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City of Dalton and as approved as to form by the City Attorney, and the execution of such documents by the Mayor as herein authorized shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all acts and doings of the Mayor in connection with the Sales Contract which are in conformity with the purposes and intents of these Resolutions and in the furtherance of the transactions contemplated hereby and thereby shall be, and the same hereby are, in all respects approved and confirmed.

**BE IT FURTHER RESOLVED**, that the signature of the Mayor to the Sales Contract and other documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such documents on behalf of the City of Dalton.

**BE IT FURTHER RESOLVED**, that the Clerk or any Assistant Clerk of the City of Dalton be, and each hereby is, authorized to attest the signature of any officer of the City of Dalton and impress or attest the City of Dalton's seal appearing on the Sales Contract and other documents executed in connection with any of the foregoing Resolutions.

**BE IT FURTHER RESOLVED**, that all resolutions or parts thereof of the City of Dalton in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**BE IT FURTHER RESOLVED** that the City Clerk is authorized and directed to record this approved Resolution in the minutes of the City Council.

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

**ADOPTED AND APPROVED** on the \_\_\_\_ day of October, 2022, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on \_\_\_\_\_. A motion for passage of the Resolution was made by Council person \_\_\_\_\_, second by Council person \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

**EXHIBIT "A"**

**Tract No. 1:**

All that tract or parcel of land lying and being in Land Lot No. 235 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, together with improvements thereon, being Lot 55 of Dickson Acres Subdivision, No. 2, as per plat of said subdivision recorded in Plat Book 4, Page 137, Whitfield County, Georgia Land Records, reference to which is hereby made for a more detailed and particular description thereof.

ALSO, that certain Easement as described in that certain instrument from T. H. McCamy and Juliet C. McCamy to Joseph Szollosi dated September 16, 1980 and recorded in Deed Book 646, Page 11, Whitfield County, Georgia Land Records.

Tax ID: 12-234-03-029

## SALES CONTRACT

The undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell any and all interest in and to that tract or parcel of land, with such improvements as are located thereon, described as follows.

Location/Mailing Address of 133 Huntington Drive, Dalton, Georgia  
Whitfield County Tax Parcel No.: 12-234-03-029

More particularly described:

All that tract or parcel of land lying and being in Land Lot No. 235 in the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, together with improvements thereon, being Lot 55 of Dickson Acres Subdivision, No. 2, as per plat of said subdivision recorded in Plat Book 4, Page 137, Whitfield County, Georgia Land Records, reference to which is hereby made for a more detailed and particular description thereof.

ALSO, that certain Easement as described in that certain instrument from T. H. McCamy and Juliet C. McCamy to Joseph Szollosi dated September 16, 1980 and recorded in Deed Book 646, Page 11, Whitfield County, Georgia Land Records.

Together with all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto.

The Purchase price of said property shall be **SEVEN HUNDRED AND NINE THOUSAND DOLLARS (\$709,000.00)**.

Purchase price to be paid as follows: **PROCEEDS TO SELLER AT CLOSING AFTER ALL LIENS AND ENCUMBERANCES, IF ANY, ARE PAID IN FULL.**

Seller warrants that Seller Presently has title to said property, and at the time the sale is consummated, Seller agrees to convey good and marketable title to said property to Buyer by Warranty Deed, subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record serving said property, (3) subdivision restrictions of record, (4) leases, other easements, other restrictions and encumbrances specified in this contract.

Buyer, if s/he elects, shall move promptly and in good faith after acceptance of this contract to examine title and to furnish Seller with a written statement of objections and if Seller fails to satisfy such valid objections within fifteen calendar

days, then at the option of Buyer, evidenced by written notice to Seller, this contract shall be null and void. Marketable title as used herein shall mean title which a title insurance company licenses to do business in the State of Georgia, as selected by Buyer, will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein.

Closing and pertinent documentation shall be handled by office of the CITY ATTORNEY. All parties hereto shall execute, at sale consummation, all paperwork the attorney deems necessary to carry out the terms of this contract.

Buyer, Buyer's agents, or representatives, at Buyer's expense and at reasonable times after normal business hours or by appointment only during business hours, shall have the right to enter upon the property for the purpose of inspecting, examining (including soil boring), testing, and surveying the property. Buyer assumes all responsibility for the acts of Buyer, Buyer's agents, or representatives in exercising Buyer's rights under this paragraph and agrees to hold Seller harmless for any damage resulting therefrom.

Seller warrants that when the sale is consummated the improvements on the property will be in the same condition as they are on the date this contract is signed by Seller, natural wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of the Buyer (a) the contract may be cancelled with earnest monies returned to it, or (b) Buyer may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Buyer has been notified in writing by Seller of the amount of insurance proceeds, if any, Seller will receive on the claim of loss; if Buyer has not been notified of said amount within forty five (45) days subsequent to the occurrence of such damage or destruction, Buyer may, at Buyer's option, cancel the contract and collect all earnest monies paid.

Time is of the essence with regard to this agreement.

This contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.

The interest of parties to this contract may NOT be transferred or assigned to a thirty party.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of the terms of this contract shall be binding unless in writing and attached hereto, signed by all parties to this agreement. No representation,

promise, or inducement not included in this contract shall be binding upon any party hereto. Any and all other agreements, whether oral or written, with terms other than those herein are hereby declared null and void by all parties hereto.

The Buyer shall withhold from the Purchase price an amount equal to the suspect property's 2021 property tax. The Seller shall owe to the Buyer the difference between the 2022 and 2021 property tax for the suspect property provided that the 2022 property tax assessment is greater than the 2021 property tax assessment. Such difference shall be due to the buyer upon the Seller's receipt of notice of the 2022 property tax assessment.

Buyer shall pay State of Georgia property transfer tax at closing.

Sale shall be closed on or before October 30, 2022.

Buyer agrees to allow Seller to retain possession of the premises until 12:00 p.m. on the date of closing.

Buyer and Seller agree to enter into a separate lease agreement for 10 months at a rate of \$100 per month. Additional terms of the lease shall be governed by said agreement.

Seller may, at their discretion, remove any fixtures from the property prior to surrendering possession

[SIGNATURES ON FOLLOWING PAGE]

Agreed and accepted this 13<sup>th</sup> day of October, 2022.

**SELLER:**

Charles Y. Allgood  
Charles Y. Allgood

Laura J. Allgood  
Laura J. Allgood

Signed sealed and delivered this \_\_\_\_ day  
of October, 2022 in the presence of:

Chad T. Brown

Witness

[Signature]

Notary Public



**BUYER:**

\_\_\_\_\_  
Mayor, City of Dalton

Attest: \_\_\_\_\_  
City Clerk

## LEASE AGREEMENT

GEORGIA, WHITFIELD COUNTY

THIS AGREEMENT, Made this 18th day of October, 2022, between The City of Dalton, Georgia, A political subdivision of the State of Georgia (hereinafter called Lessor) and Charles Y. and Laura J. Allgood jointly and severally, (hereinafter collectively called Lessee).

**WHEREAS** Lessee has sold the property at 133 Huntington Road, Dalton, Georgia, to Lessor.

**WHEREAS** a negotiated agreement for the aforementioned sale provided for a ten-month lease between Lessee and Lessor.

**WHEREAS** the Mayor and Council have determined that this lease, considered as part of the same transaction as the aforementioned sale, is for fair value.

**WHEREAS** it is the Lessor's intent to level the structure on the property at the end of said lease term.

### WITNESSETH:

1. **Property and Term.** Lessor does hereby rent and lease to Lessee that certain property, together with improvements thereon, known as 133 Huntington Road, City of Dalton, Whitfield County, Georgia, (hereinafter "the Premises"), for a term commencing on the 18th day of October, 2022, and ending on the 18th day of August, 2023, at midnight.

2. **Rental Payments.** Lessee covenants and agrees to pay to Lessor promptly on the 1st day of each rental month, in advance, during the term of this lease, a monthly rental of \$100.

3. **Deposit.** Lessee covenants and agrees to pay to Lessor contemporaneous with the execution hereof the sum of \$0 as a security deposit to be held by Lessor during the term of this lease and applied as hereafter described. Upon the termination of this lease, said deposit shall be applied by the Lessor, first to defray the expense of repair to any unusual damages caused to the Premises by Lessee, its family, or invitees; secondly, to defray the expense of clean up of the Premises, if any; with the balance, if any, to be refunded to Lessee.

4. **Repairs.** Lessee accepts Premises in its present condition and as suited for the use intended by Lessee. Lessor shall not be required to make any repairs or improvements to Premises, except structural repairs necessary for safety and tenantability. Lessor shall keep in good order the roof and



exterior walls. Lessee shall protect heating, water, sewer and electrical systems against freezing or other damage, and shall repair, at his own expense, any damage to said systems caused by freezing or due to neglect of Lessee, its family and invitees. Lessee shall also be responsible for repairs to all glass and plate glass, as well as all electric and plumbing fixtures.

5. **Use of Premises.** Premises shall be used for residential purposes by Lessee and for no other purposes. They shall not be used in violation of any restrictions on the use of Premises, whether pursuant to zoning laws now in effect or hereafter ordained; nor shall they be used in violation of any laws, ordinances, or regulations of any governmental body, nor so as to create a nuisance, nor to vitiate or increase the rate of insurance on the Premises.

6. **Utilities.** Lessee shall pay all bills for water, sewer, garbage collection, gas, electricity, fuel, light, heat or power, for Premises or used by Lessee in connection there with. If Lessee does not pay the same, Lessor may pay the same and such payment shall be added to the rental of the Premises.

7. **Cancellation of Lease.** If Lessee defaults in paying said rent; or if Lessee fails to abide by and perform any of the obligations resting upon him/her under this lease, then Lessor at its option may at once terminate this lease by written notice to Lessee, and initiate any and all eviction procedures available to it by law.

8. **No Assignment and Subletting.** Lessee shall not assign this lease or sublet the Premises or any part thereof.

9. **Destruction of Premises.** If the Premises are totally destroyed by fire, storm, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Lessor and Lessee as of that date.

10. **Hold Harmless Agreement.** Lessee agrees to indemnify and save harmless the Lessor against all claims for damages to persons or property by reason of the use or occupancy of the leased Premises, and all expenses incurred by Lessor because thereof, including attorney's fees and court costs.

11. **Time of Essence.** Time is of the essence of this agreement.

12. **Insurance.** Lessor shall be responsible for insurance on the Premises against fire and windstorm. Lessee shall be responsible for any insurance necessary to cover its personal property.

13. **Fixtures** as negotiated in the sale of the premises between these parties, the Lessee may take with it, any and all fixtures prior to surrendering possession of the premises.

14. **Entire Agreement.** This instrument contains the entire agreement of the parties and no representations, inducement, promises, or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

\_\_\_\_\_  
David Pennington  
Mayor: Dalton, GA  
LESSOR

\_\_\_\_\_  
City Clerk

*Charles J. Allgood*  
\_\_\_\_\_  
LESSEE

Address: *133 Huntington Rd.*  
*Dalton, GA 30720*

*Laura J. Allgood*  
\_\_\_\_\_  
LESSEE

Address: *133 Huntington Rd.*  
*Dalton, GA 30720*