



## ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

**PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION**

APPLICANT NAME:	Paul Dalton Partners, LLC & Mayer Dalton, LLC
APPLICANT ADDRESS:	141 Washington Ave
CITY, STATE & ZIP:	Laurel NY 11559
TELEPHONE NUMBER:	(212) 868-1234

**PROPOSED PROPERTY TO BE ANNEXED**

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1001 Market Street
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	N/A
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	N/A
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Commercial Development

• PROPOSED ZONING CLASSIFICATION	- Mixed Use
• PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED	- 8.66 Acres
• TAX MAP NUMBER/PARCEL NUMBER	12-261-14-000
• HOUSING UNITS	zero

(1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS	<input type="text"/>
(2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)	<input type="text"/>
(3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.	<input type="text"/>
(4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.	<input type="text"/>
(5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.	<input type="text"/>
(6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX.	<input type="checkbox"/> CAUCASIAN <input type="checkbox"/> LATINO <input type="checkbox"/> AFRICAN AMERICAN <input type="checkbox"/> OTHER
(7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.	<input type="text"/>

*Jacob*

SIGNATURE OF APPLICANT(S)

12/11/2020  
DATE

## OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

1001 Market Street Dalton GA Parcel 12-261-14-000

Describe parcel or parcels and nature of interest  
and percentage of interest

Pool Dalton Partners, LLC - 47.93% Mauer Dalton, LLC  
52.07%

I hereby appoint Sholom Jacobs  
my attorney in fact with full authority, my name, place, and stead, to apply for the  
zoning amendment as set forth in the attached annexation contract.

Sholom Jacobs  
(Owner's Name)

Sworn to and subscribed  
Before me, this 13 day  
of Dec., 2020

Lisa Fern Gordon  
Notary Public

(Seal)

LISA FERN GORDON  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GO6213007  
Qualified in Nassau County  
My Commission Expires 10-26-2021



## NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assed value is 100% or \$100,000 X 2.537 mils, your Dalton City tax would be \$253.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

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I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.

*S. Jacob*

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SIGNED

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*12/11/2020*

DATE



## EXHIBIT "B"

4-1-13

Mixed use (*MU*.) This transition district is established to provide for appropriate mixed use opportunities on parcels smaller than those required for the PUD district. Typically, such uses would include apartment or condominium style multi-family housing situated above compatible retail/service commercial or light manufacturing uses that are intended to serve such residents and the general public. However, the use(s) may also be entirely commercial or light manufacturing, creating more flexibility with respect to access, setbacks, etc., as shown on an approved site plan. To be considered for the MU district, a full and complete application for rezoning shall include a preliminary site plan. Establishing a MU district requires the implementation and adherence to the approved site plan as required by: 1) these regulations; 2) any other applicable regulations; or 3) any conditions resulting from the review process. Once submitted, if there are any material alterations to the site plan, the altered site plan shall be resubmitted.

Deed Doc: WD  
Recorded 01/10/2014 04:31PM  
Georgia Transfer Tax Paid : \$1,200.00  
MELICA KENDRICK  
Clerk Superior Court, WHITFIELD County, Ga.  
Bk 05989 Pg 0224-0230

Doc#226  
PT61 000042

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV  
Minor, Bell & Neal  
P.O. Box 2586  
Dalton, GA 30722-2586

## WARRANTY DEED

Georgia, Whitfield County

**THIS INDENTURE** made this 7<sup>th</sup> day of January, 2014, between **Mauer Dalton, LLC**, a Delaware limited liability company, and **Paul Dalton, LLC**, a Delaware limited liability company, Grantor, and **Market Street Dalton, LLC**, a Georgia limited liability company, Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference (the "Market Street Property").

**THIS CONVEYANCE** is made subject to the matters (the "permitted encumbrances") set out in Exhibit "B" attached hereto, the terms of which are made a part hereof.

**THIS CONVEYANCE** is also made subject to the following covenant, condition and restriction, which shall run with the Market Street Property for a period of twenty (20) years, and which shall create equitable servitudes in favor of the property benefited thereby, shall bind every person having any fee, leasehold or other interest therein, to wit: No portion of the Market Street Property shall be used or

occupied as a group of retail and other commercial establishments that is planned, developed, owned and managed as a single property, typically generally referred to as a shopping center.

**THIS CONVEYANCE** is also made subject to the following covenant, condition and restriction, which shall run with the remaining property owned by Grantor described in Exhibit "C" (the "Shopping Center Property") for a period of twenty (20) years, and which shall create equitable servitudes in favor of the property benefited thereby, shall bind every person having any fee, leasehold or other interest therein, to wit: No portion of the Shopping Center Property shall be used or occupied as a motel or hotel.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in Fee Simple. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons.

**IN WITNESS WHEREOF**, this deed has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered

In the presence of:

Sharon Aaron

Unofficial Witness

Marshall A. Mauer

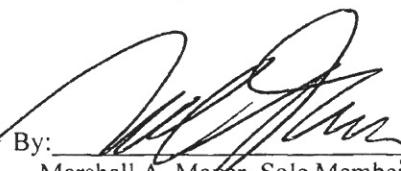
Notary Public

My commission expires:

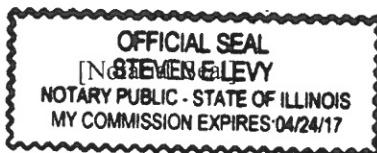
4/24/17

**Mauer Dalton, LLC**

By:

  
Marshall A. Mauer, Sole Member

(Seal)



Signed, sealed and delivered  
In the presence of:

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]

**Poal Dalton, LLC**  
By Poal Dalton Partners, LLC,  
Its Sole Member

By: Sholom Jacobs (Seal)  
Sholom Jacobs, Director

FAY P TAUB  
Notary Public, State of New York  
No 24-4797126  
Qualified in Nassau County  
Commission Expires .. 6/27/14

**Grantee**, by its signature herein acquiesces to the terms, conditions and restrictions contained in the within Warranty Deed.

Signed, sealed and delivered

In the presence of

Unofficial Witness

Notary Public

My commission expires:

[Notarial Seal]

**Market Street Dalton, LLC**

By:

Naren Patel, Manager

(Seal)

File No. 20130607

**EXHIBIT "A"**

All that tract or parcel of land lying and being in Land Lot No. 261 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as Lot No. 1, according to a plat of survey prepared for Max Randall Compton, Georgia Registered Land Surveyor No. 2564, dated June 25, 2013, and recorded in Plat Cabinet E Slide 332, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

The Seller specifically does not retain any easement rights to the two areas shown as "20' Easement for Ingress & Egress on the above referred to plat.

TOGETHER WITH those easements contained in that certain Declaration of Reciprocal Easements for walking and driving by Dalton Properties, Inc., dated October 2, 1990 and recorded in Deed Book 2167 Page 131, Whitfield County, Georgia Land Records.

TOGETHER WITH those easements contained in that certain Declaration of Joint and Reciprocal Easements by and between Poal Dalton, LLC, Mauer Dalton, LLC and 1001 Market Street, LLC dated April 28, 2011 and recorded in Deed Book 5596 Page 256 and Deed Book 5596 Page 261, Whitfield County, Georgia Land Records, as amended in that certain First Amendment to Declaration of Joint and Reciprocal Easements dated January 7, 2013 and recorded in Deed Book 5989 Page 205, Whitfield County, Georgia Land Records.

## EXHIBIT "B"

1. Drainage easement conveyed in that certain Warranty Deed from K-Carole, Inc. to Mike Savage & Company dated January 22, 1982 and recorded in Deed Book 702 Page 12, Whitfield County, Georgia Land Records.

2. Thirty foot ingress and egress easement reserved in that certain Warranty Deed from Wallace C. Bryant to Timothy Hogan dated November 7, 1985 and recorded in Deed Book 890 Page 108, Whitfield County, Georgia Land Records.

3. Thirty foot ingress and egress easement reserved in that certain Warranty Deed from Wallace C. Bryant to Timothy Hogan dated January 1986 and recorded in Deed Book 904 Page 168, Whitfield County, Georgia Land Records.

4. Utility easement to the City of Dalton dated September 2, 1988 and recorded in Deed Book 2016 Page 17, and amended by instrument dated March 30, 1998 and recorded in Deed book 2958 Page 281, Whitfield County, Georgia Land Records.

5. Declaration of Reciprocal Easements for walking and driving by Dalton Properties, Inc., dated October 2, 1990 and recorded in Deed Book 2167 Page 131, Whitfield County, Georgia Land Records. NOTE: Only Section 3 applies.

6. Declaration of Joint and Reciprocal Easements by and between Poal Dalton, LLC, Mauer Dalton, LLC and 1001 Market Street, LLC dated April 28, 2011 and recorded in Deed Book 5596 Page 251, in Deed Book 5596 Page 256, and in Deed Book 5596 Page 261, Whitfield County, Georgia Land Records, as amended in that certain First Amendment to Declaration of Joint and Reciprocal Easements of even date.

7. Rights of tenants in possession as tenants only under unrecorded leases.

**EXHIBIT "C"**

All that tract or parcel of land lying and being in Land Lot No. 261 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described as Lot No. 2, according to a plat of survey prepared for Max Randall Compton, Georgia Registered Land Surveyor No. 2564, dated June 25, 2013, and recorded in Plat Cabinet E Slide 332, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

**PUBLIC WORKS DEPARTMENT**  
**P. ANDREW PARKER, P.E., DIRECTOR**  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov)

535 N. Elm Street  
P.O. Box 1205  
Dalton, GA 30722-1205  
Office: (706) 278-7077  
FAX: (706) 278-1847



**DAVID PENNINGTON, MAYOR**

**CITY COUNCIL MEMBERS**  
GARY CREWS  
TYREE GOODLETT  
ANNALEE HARLAN  
DEREK WAUGH

## M E M O R A N D U M

**TO:** David Pennington III, Mayor  
Attn: Bernadette Chattam, City Clerk

**FROM:** P. Andrew Parker, P.E.  
Public Works Director *[Signature]*

**RE:** Annexation Request  
Poal Dalton LLC. & Mauer Dalton LLC.  
1001 Market Street (Outlet Center)  
7.99 Acres  
Parcel Number: 12-261-14-000  
Zoning Classification: MU

**DATE:** December 10, 2020

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Regarding the subject request, please be advised that the Public Works Department has no objections to the annexation of the above referenced parcel.

# DALTON FIRE DEPARTMENT

**TODD PANGLE**

Fire Chief  
Telephone 706-278-7363  
Fax 706-272-7107  
tpangle@daltonga.gov

404 School Street  
Dalton, GA 30720

**PUBLIC SAFETY COMMISSION**

Bill Weaver  
Dr. Luis Viamonte  
Terry Mathis  
Truman Whitfield  
Anthony Walker

December 4, 2020

David Pennington, III  
Mayor, City of Dalton

Re: Annexation proposal for parcel #12-261-14-000

Greetings,

At the present time there is **no** indication the proposed annexation of above listed property would render a reduction in the level of fire protection to this area by Dalton Fire Department. The property in its current state and use meets code requirements relating to water availability and fire suppression.

Additional fire protection, such as the addition of hydrants, may be required to manage risks associated with further development or redevelopment of the property. However, until such time as plans are made known, no further recommendation can be made as to additional specific fire protection needs for this property.

Dalton Fire Department would not oppose annexation, in fact we encourage annexation, with the contingency for expansion of fire protection, and apparatus access measures relative to additional development of the property.

Thank you,

A handwritten signature in black ink that reads "Todd Pangle".

Todd Pangle  
Fire Chief  
Dalton Fire Department

William C Cason III  
Chief of Police  
CCason@DaltonGa.gov  
www.daltonpd.com  
[www.cityofdalton-ga.gov/police](http://www.cityofdalton-ga.gov/police)



Public Safety Commission  
Bill Weaver  
Terry Mathis  
Anthony Walker  
Dr. Luis M. Viamonte  
Truman Whitfield

## DALTON POLICE DEPARTMENT

301 Jones Street, Dalton, Georgia 30720  
Phone: 706-278-9085 • Fax: 706-272-7905

Date: December 03, 2020

To: Chief Cliff Cason

From: Captain Jamie Johnson

RE: Poal Dalton LLC. & Mauer Dalton LLC Parcel number: 12-261-14-000

Chief Cason:

I have reviewed the annexation request for 12-261-14-000. This property will have no bearing on the Dalton Police Department's law enforcement services in this area.

Sincerely,

A blue ink signature of "Jamie Johnson" in cursive script.

Captain Jamie Johnson



December 5, 2020

Mr. David Pennington, III  
Mayor, City of Dalton  
Post Office Box 1205  
Dalton, Georgia 30722-1205

**RE: Annexation Request for Poal Dalton, LLC and Mauer Dalton, LLC- (Market Street Mall property totaling 7.99 acres)**

Dear Mayor Pennington:

As requested in your December 3, 2020, memorandum, Dalton Utilities has reviewed the annexation request of Poal Dalton, LLC and Mauer Dalton, LLC for 7.99 acres located along Market Street. This property is further described as parcel number 12-261-14-000 by the Whitfield County Tax Assessor's Office.

Dalton Utilities can provide water, wastewater, natural gas, telecommunications and electricity to this site from nearby existing utility infrastructure.

Please do not hesitate to contact me at (706) 529-1011 or [mbuckner@util.com](mailto:mbuckner@util.com) should any questions arise or if we may be of assistance.

Sincerely,

A handwritten signature in blue ink that reads "Mark Buckner".

Mark Buckner, P.E.