

RESOLUTION 26-08

RESOLUTION AUTHORIZING MUNICIPAL PROPERTY EASEMENT

WHEREAS, Mountain Ridge Baptist Church (“MRBC”) owns certain real property upon which a cemetery is located, which is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot No 49 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for DHLW LLC by Adam Thomas Bratton, Georgia Registered Land Surveyor No. 3489, dated January 6, 2026, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin at the northwest corner of said Land Lot No. 49; thence south 01 degrees 36 minutes 07 seconds east, along the west line of said Land Lot No. 49, a distance of 210.23 feet to an iron pin; thence south 89 degrees 45 minutes 17 seconds east a distance of 210.03 feet to an iron pin; thence north 01 degrees 40 minutes 03 seconds west 209.91 feet to an iron pin; thence north 89 degrees 40 minutes 00 seconds west, along the north line of said Land Lot No. 49, a distance of 209.80 feet to an iron pin which is THE POINT OF BEGINNING.

For prior title see Deed Book I Page 325, Whitfield County Georgia Land Records.

(the “Cemetery”); and

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), owns certain real property (“City Property”) adjacent to the Cemetery; and

WHEREAS, MRBC has an implied easement for ingress and egress to the Cemetery;

WHEREAS, MRBC and the City have determined that it is in the best interests of each party to define the easement and specifically locate the access to the Cemetery by written agreement in the form of Exhibit 1 hereto (“Easement Agreement”);

NOW, THEREFORE, BE IT RESOLVED, that the City is hereby authorized to convey the easement rights as set forth in the Easement Agreement and to execute the same, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and she hereby is, authorized and empowered to take such action and to execute for and on behalf of the City the Easement Agreement and such other documents, instruments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor on behalf of the City in accordance with this Resolution, and the execution of such agreements, instruments, papers, and documents by the Mayor on behalf of the City is herein authorized and shall be conclusive evidence of any such approval.

BE IT FURTHER RESOLVED, that all acts and doings of the Mayor in connection with the proposed transaction which are in conformity with the purposes and intents of these Resolutions and in furtherance of the transaction 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 any of the consents, agreements, instruments, papers, and documents executed and delivered in connection therewith shall be conclusive evidence of the authority of the Mayor to execute and deliver such consents, agreements, instruments, papers, and other documents on behalf of the City.

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 Easement Agreement, any agreement, instrument, paper or document executed in connection with any of the foregoing Resolutions, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City or the City's seal on any such document shall not affect its validity or the obligation of the Mayor and Council thereunder.

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 these Resolutions shall take effect immediately upon their adoption.

SO RESOLVED, this ____ day of _____, 2026.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk

EXHIBIT "1"

Easement Agreement

See attached.

[Space above this line for recording data.]

Please Record and Return To:

J. Tom Minor, IV
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

AGREEMENT TO LOCATE EASEMENT

Georgia, Whitfield County

THIS INDENTURE made this _____ day of _____, 2026, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **Charlie Mariney Jr., Steve Austin, Johnny Mills, Herman Williams, Tremayne Pender, Rodrick Cobbs, Chris Pender, Reuben Suttles Jr., Ben Bonds, Ladale Howell, Bernard Betton, James Copeland, Eli Ellington, and Reuben Suttles Sr.**, as Deacons of the Mountain Ridge Baptist Church, Grantee.

The words "Grantee" and "Grantor" 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.

WITNESSETH:

THAT THE GRANTEE is the owner of a cemetery located in Whitfield County and being more particularly described in Exhibit "A" attached hereto (the "Cemetery"); and

THAT THE GRANTEE has an implied easement right of ingress and egress to and from the Cemetery and the parties desire to specifically locate the access to the Cemetery by written agreement;

NOW THEREFORE, for and in consideration of Grantee releasing its implied rights of ingress and egress across the property of Grantor in exchange for an express grant of easement to and from the Cemetery, and the sum of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, in hand paid at and before the sealing and delivering 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, a perpetual easement, 20 feet in width, for the purpose of ingress and egress, over, through and across the following lands, to-wit:

All that tract or parcel of land lying and being in Land Lot No. 49 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for DHLW LLC by Adam Thomas Bratton, Georgia Registered Land Surveyor No. 3489, dated January 6, 2026, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin at the intersection of the southeast right of way line of the South Dalton Bypass (200' R/W) and the west line of said Land Lot No. 24; thence south 00 degrees 51 minutes 49 seconds west a distance of 86.38 feet; thence south 00 degrees 42 minutes 35 seconds west a distance of 49.85 feet to the TRUE POINT OF BEGINNING of the easement herein described; from the TRUE POINT OF BEGINNING thus established, thence north 56 degrees 33 minutes 15 seconds east a distance of 67.86 feet; thence north 53 degrees 44 minutes 08 seconds east a distance of 95.21 feet; thence north 19 degrees 10 minutes 49 seconds west a distance of 22.25 feet; thence north 60 degrees 46 minutes 54 seconds east, along the southeast right of way line of Howell Drive, a distance of 20.31 feet; thence south 19 degrees 10 minutes 49 seconds east a distance of 40.56 feet; thence south 53 degrees 44 minutes 08 seconds west a distance of 110.48 feet; thence south 56 degrees 33 minutes 15 seconds west a distance of 57.75 feet; thence south 00 degrees 41 minutes 04 seconds west a distance of 24.72 feet; thence north 89 degrees 40 minutes 00 seconds west, along the south line of said Land Lot No. 24, a distance of 20.01 feet; thence north 00 degrees 42 minutes 35 seconds east, along the west line of said Land Lot 24, a distance of 35.45 feet, to the POINT OF BEGINNING.

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. 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 easement has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

City of Dalton

Unofficial Witness

By: _____ (Seal)
Mayor

Notary Public

Attest: _____ (Seal)
Clerk

My commission expires:

[Notarial Seal]

[Seal]

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No 49 in the 13th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for DHLW LLC by Adam Thomas Bratton, Georgia Registered Land Surveyor No. 3489, dated January 6, 2026, and being more particularly described according to said survey as follows:

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