

## RESOLUTION 24-16

### RESOLUTION AUTHORIZING SALE OF LAND PURSUANT TO O.C.G.A. § 36-37-6 (g)

**WHEREAS**, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain real property located in Land Lot No. 277 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, which is more particularly described as follows (the “Dalton Utilities Property”):

All that tract or parcel of land lying and being in Land Lot No. 277 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being Tract 2 as more particularly described according to that certain plat of survey prepared for Dalton Utilities by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063 dated October 28, 2024 and recorded in Plat Book 0000F Page 1096, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference; and

**WHEREAS**, Church on the Hill, Inc. (the “Church”) owns real property abutting the Dalton Utilities Property and desires to purchase the Dalton Utilities Property, and Dalton Utilities desires to sell the Dalton Utilities Property to the Church in accordance with O.C.G.A. § 36-37-6 (g); and

**WHEREAS**, O.C.G.A. § 36-37-6 (g) authorizes municipal corporations to “sell and convey parcels of narrow strips of land, so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances, or as streets, whether owned in fee or used by easement, to abutting property owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner’s property without first submitting the sale or conveyance to the process of an auction or the solicitation of sealed bids;” and

**WHEREAS**, Dalton Utilities has notified all abutting landowners of the availability of the Dalton Utilities Property and given the same the opportunity to purchase the Dalton Utilities Property under such terms and conditions as set forth herein; and

**WHEREAS**, the Dalton Utilities Property abuts property owned by the Church and Shaw Industries, Inc.; and

**WHEREAS**, Shaw Industries, Inc. declined to purchase the Dalton Utilities Property, and the Church elected to purchase the Dalton Utilities Property upon the terms and conditions set forth herein; and

**WHEREAS**, in exchange for the sale of the Dalton Utilities Property to the Church, the Church has agreed to pay to Dalton Utilities \$27,500 in cash at closing (the “Purchase Price”); and

**WHEREAS**, Dalton Utilities and the Church agree that the fair market value of the Dalton Utilities Property is \$27,500; and

**WHEREAS**, as a condition of the sale of the Dalton Utilities Property, the City and the Church will agree to require the Church to maintain a 15-foot buffer along the northern boundary line of the Dalton Utilities Property; and

**WHEREAS**, Dalton Utilities has determined that the sale of the Dalton Utilities Property to the Church will facilitate the enjoyment of the highest and best use of the Church's property and the Dalton Utilities Property is a narrow strip of land so small as it is incapable of being used independently as zoned; and

**WHEREAS**, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the above described sale and accordingly has approved such transactions and recommended approval of such transactions to the Mayor and Council of the City of Dalton, a copy of such resolution of the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia is attached hereto as Exhibit "A" and incorporated herein by reference; and

**NOW, THEREFORE, BE IT RESOLVED**, that Dalton Utilities or the City, as the case may be, is hereby authorized to enter into and perform the obligations required of it pursuant to the proposed sale of the Dalton Utilities Property and the receipt of the Purchase Price, 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 he hereby is, authorized and empowered to take such action and to execute for and on behalf of the City a Warranty Deed in substantially the form attached hereto as Exhibit "B" and incorporated herein by reference (the "Deed") to transfer the Dalton Utilities Property to the Church and such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor, may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, 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, certificates, assignments, 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, certificates, assignments, 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, certificates, assignments, 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 any agreement, instrument, certificate, financing statement, assignment, 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 November, 2024.

**The City of Dalton, Georgia**

By: \_\_\_\_\_  
Mayor/Mayor Pro Tem

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

(seal)

# **EXHIBIT A**

## **EXHIBIT “A”**

### **RESOLUTIONS OF THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS, SALE OF LAND PURSUANT TO O.C.G.A. § 36-37-6 (g)**

**WHEREAS**, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), acting by and through the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia, d/b/a Dalton Utilities (“Dalton Utilities”) owns certain real property located in Land Lot No. 277 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia, which is more particularly described as follows (the “Dalton Utilities Property”):

All that tract or parcel of land lying and being in Land Lot No. 277 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being Tract 2 as more particularly described according to that certain plat of survey prepared for Dalton Utilities by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063 dated October 28, 2024 and recorded in Plat Book \_\_ Page \_\_\_\_, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference; and

**WHEREAS**, Church on the Hill, Inc. (the “Church”) owns real property abutting the Dalton Utilities Property and desires to purchase the Dalton Utilities Property, and Dalton Utilities desires to sell the Dalton Utilities Property to the Church in accordance with O.C.G.A. § 36-37-6 (g); and

**WHEREAS**, O.C.G.A. § 36-37-6 (g) authorizes municipal corporations to “sell and convey parcels of narrow strips of land, so shaped or so small as to be incapable of being used independently as zoned or under applicable subdivision or other development ordinances, or as streets, whether owned in fee or used by easement, to abutting property owners where such sales and conveyances facilitate the enjoyment of the highest and best use of the abutting owner’s property without first submitting the sale or conveyance to the process of an auction or the solicitation of sealed bids;” and

**WHEREAS**, Dalton Utilities has notified all abutting landowners of the availability of the Dalton Utilities Property and given the same the opportunity to purchase the Dalton Utilities Property under such terms and conditions as set forth herein; and

**WHEREAS**, the Dalton Utilities Property abuts property owned by the Church and Shaw Industries, Inc.; and

**WHEREAS**, Shaw Industries, Inc. declined to purchase the Dalton Utilities Property, and the Church elected to purchase the Dalton Utilities Property upon the terms and conditions set forth herein; and

**WHEREAS**, in exchange for the sale of the Dalton Utilities Property to the Church, the Church has agreed to pay to Dalton Utilities \$27,500 in cash at closing (the “Purchase Price”); and

**WHEREAS**, Dalton Utilities and the Church agree that the fair market value of the Dalton Utilities Property is \$27,500; and

**WHEREAS**, as a condition of the sale of the Dalton Utilities Property, the City and the Church will agree to require the Church to maintain a 15-foot buffer along the northern boundary line of the Dalton Utilities Property; and

**WHEREAS**, Dalton Utilities has determined that the sale of the Dalton Utilities Property to the Church will facilitate the enjoyment of the highest and best use of the Church's property and the Dalton Utilities Property is a narrow strip of land so small as it is incapable of being used independently as zoned; and

**WHEREAS**, the Board of Water, Light and Sinking Fund Commissioners of the City of Dalton, Georgia (the "Board") has determined that it is consistent with the best interests of Dalton Utilities that Dalton Utilities enter into the above-described sale under the authority of O.C.G.A. § 36-37-6 (g), subject to the parties' satisfaction of statutory formalities governing the effectuation of conveyance of the Dalton Utilities Property;

**NOW, THEREFORE, BE IT RESOLVED**, that the proposed sale of the Dalton Utilities Property and receipt of the Purchase Price is hereby approved, and Dalton Utilities is hereby authorized to enter into and perform the obligations required of it pursuant to the proposed agreement to sale the Dalton Utilities Property, subject to satisfaction of certain statutory formalities for effectuation of such transaction.

**BE IT FURTHER RESOLVED**, that the Board recommends to the Mayor and Council of the City of Dalton that they approve the proposed sale of the Dalton Utilities Property and authorize the appropriate officials of the City of Dalton to enter into and perform the obligations required of it to consummate this transaction, subject to fulfillment of all legal conditions precedent.

**BE IT FURTHER RESOLVED**, that that subject to fulfillment of all legal conditions precedent, the Board recommends to the Mayor and Council of the City of Dalton the execution of the Warranty Deed attached hereto as Exhibit "1" to transfer the Dalton Utilities Property to the Church and such other documents, instruments, certificates, assignments, and papers which, in the judgment of the Mayor and Council of the City of Dalton may be necessary and desirable to effect the proposed transaction. Such agreements, instruments, certificates, assignments, papers and/or documents shall be in such form and contain such terms and conditions as may be approved by the Mayor and Council of the City of Dalton, and the execution of such agreements, instruments, certificates, assignments, papers, and documents by the Mayor and Council on behalf of Dalton Utilities is herein authorized and shall be conclusive evidence of any such approval.

**BE IT FURTHER RESOLVED**, that all actions heretofore taken by the Chairman, Vice Chairman, or President and CEO of Dalton Utilities or their respective agents, contractors, attorneys, or other authorized representatives relating to or in connection with the proposed transaction be, and the same hereby are, approved, ratified, and confirmed as the duly authorized actions of Dalton Utilities.

**BE IT FURTHER RESOLVED**, that the Secretary or any Assistant Secretary of Dalton Utilities be, and each hereby is, authorized to attest the signature of any officer of Dalton Utilities and impress or attest Dalton Utilities' seal appearing on any agreement, instrument, certificate, financing statement, assignment, 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 Secretary or any Assistant Secretary of Dalton Utilities or Dalton Utilities' seal on any such agreement, instrument, certificate, financing statement, assignment, paper or other documents shall not affect its validity or the obligation of Dalton Utilities thereunder.

**BE IT FURTHER RESOLVED**, that all Resolutions or parts thereof of Dalton Utilities 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 ADOPTED**, this 17<sup>th</sup> day of September, 2024.

BOARD OF WATER, LIGHT AND SINKING  
FUND COMMISSIONERS OF THE CITY OF  
DALTON, GEORGIA

By: \_\_\_\_\_

Chairman

Attest: \_\_\_\_\_

Secretary

(SEAL)

**EXHIBIT "1"**

**Warranty Deed**

See attached.

**EXHIBIT "B"**

**Warranty Deed**

See attached.

# **EXHIBIT B**

[Space above this line for recording data.]

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Please Record and Return To:

Christiane C. Bard  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## WARRANTY DEED

### Georgia, Whitfield County

**THIS INDENTURE** made this \_\_\_\_ day of November, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, **Church on the Hill, Inc.**, a Georgia non-profit corporation, 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.

**THIS CONVEYANCE** is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

**GRANTOR AND GRANTEE** acknowledge that this deed was prepared from information furnished by them. No title examination has been made, and The Minor Firm shall have no liability for the status of title to the property or for the accuracy of such information.

**AS AN INDUCEMENT TO GRANTOR** to convey the property herein described to Grantee, Grantor and Grantee do hereby establish and declare in favor of the Grantor and all adjoining land owners and their respective successors and assigns certain restrictions (hereinafter called the "Restrictions") against the property herein conveyed, to wit: Grantee shall maintain a 15-foot buffer along the north boundary line of the property herein conveyed, which buffer shall maintain a visual screen created by natural vegetation of such density so as to present an opaque visual separation when viewed from the property to the north of the property herein conveyed throughout the year; provided however, no such buffer shall be required along the northern boundary line of the property herein conveyed where the property to the north is owned by Grantee. The Restrictions shall be enforceable by specific performance and injunctive relief as well as all other remedies afforded by law.

**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 and Grantee the day and year first above written.

Signed, sealed and delivered  
In the presence of:

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

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

My commission expires:

[Notarial Seal]

Signed, sealed and delivered  
In the presence of:

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

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

My commission expires:

[Notarial Seal]

**GRANTOR:**

**City of Dalton, Georgia**

By: \_\_\_\_\_  
**Annalee Sams, Mayor**

Attest: \_\_\_\_\_  
**Bernadette Chattam, City Clerk**

[Seal]

**GRANTEE:**

**Church on the Hill, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Secretary**

[Seal]

## **EXHIBIT “A”**

All that tract or parcel of land lying and being in Land Lot No. 277 of the 12<sup>th</sup> District and 3<sup>rd</sup> Section of Whitfield County, Georgia and being Tract 2 as more particularly described according to that certain plat of survey prepared for Dalton Utilities by Christopher Lee Lewis, Georgia Registered Land Surveyor No. 3063 dated October 28, 2024 and recorded in Plat Book 0000F Page 1096, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.