

[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

ENCROACHMENT EASEMENT AGREEMENT

This Encroachment Easement Agreement (this “Agreement”) made this ____ day of _____, 2019, by and between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and **The Carpentry, LLC**, a Georgia limited liability company, Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee is the owner in fee of that certain lot of land described as follows:

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Kasey Scott Carpenter, Branch Banking and Trust Company and Chicago Title Insurance Company, by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated September 6, 2017, and being more particularly described according to said survey as follows:

BEGINNING at a point at the intersection of the west right of way line of Pentz Street (80' R/W) and the north right of way line of Cuyler Street (80' R/W); thence south 89 degrees 26 minutes 31 seconds west, along the north right of way line of Cuyler Street, a distance of 183.50 feet to a nail; thence north 01 degrees 01 minutes 03 seconds east a distance of 120.0 feet to an iron pin; thence north 89 degrees 26 minutes 35 seconds east a distance of 183.02 feet to an iron pin in the west right of way line of Pentz Street; thence south 00 degrees 47 minutes 18 seconds west, along the west right of way line of Pentz Street, a distance of 120.00 feet to THE POINT OF BEGINNING.

(the “Grantee Land”); and

WHEREAS, said Grantor is the owner of certain property located within the City of Dalton, Georgia commonly known as Cuyler Street; and

WHEREAS, Grantee is the successor in title to the Grantee Land and certain improvements that have been constructed by the predecessor in title of Grantee Land and located on the Grantee Land for more than 50 years, and a portion of said improvements encroach into the right of way for Cuyler Street (the “Encroachments”); and

WHEREAS, Grantor has agreed to grant to Grantee an easement upon the terms herein described for the continued use of the Encroachments across the following described property:

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Kasey Scott Carpenter, Branch Banking and Trust Company and Chicago Title Insurance Company, by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated September 6, 2017, and being more particularly described according to said survey as follows:

BEGINNING an iron pin located in the north existing right of way line of Cuyler Street (80' R/W), said point being located north 89 degrees 26 minutes 31 seconds west, as measured along the existing north right of way line of Cuyler Street, a distance of 122.04 feet from the point of intersection of said right of way line and the west right of way line of Pentz Street (80' R/W); thence north 89 degrees 26 minutes 31 seconds west, along the existing north right of way line of Cuyler Street, a distance of 53.78 feet; thence south 00 degrees 38 minutes 43 seconds west a distance of 7.31 feet; thence south 89 degrees 01 minutes 08 seconds east a distance of 53.78 feet; thence north 00 degrees 38 minutes 43 seconds east a distance of 7.70 feet to THE POINT OF BEGINNING.

(the "Easement Area");

NOW, THEREFORE, in consideration of the premises, and of One and No/100 Dollar (\$1.00) in hand paid by the Grantee to the Grantor, the parties hereby covenant and agree as follows.

1. The Grantor hereby grants unto the Grantee an easement over the Easement Area for the purpose of using and maintaining the Encroachments.
2. The Grantee's use of the Encroachment shall not further impede or restrict pedestrian travel within the Easement Area.
3. The parties hereby agree that should the Encroachments be substantially destroyed by fire, casualty, or other destruction, or should the Encroachments be removed from the Easement Area by Grantee, then in such events, all rights granted under this Agreement shall immediately terminate and become null and void.
4. The rights and obligations set forth herein shall inure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

Signed, sealed and delivered
In the presence of:

GRANTOR:

City of Dalton, Georgia

Unofficial Witness

By: _____
Mayor

Notary Public
My commission expires:
[Notarial Seal]

Attest: _____
Clerk

[Seal]

Signed, sealed and delivered
In the presence of:

Unofficial Witness

Notary Public
My commission expires:
[Notarial Seal]

GRANTEE:

The Carpentry, LLC

By: _____ (Seal)
Kasey Scott Carpenter, Managing Member

[Seal]

Deed Doc: WD
Recorded 05/02/2019 03:05PM
Georgia Transfer Tax Paid : \$0.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga.
Bk 06705 Pg 0664-0666

PTU1001138

[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

WARRANTY DEED

Georgia, Whitfield County

THIS INDENTURE made this 1st day of May, 2019, between **Kasey Scott Carpenter**, Grantor, and **The Carpentry, 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.

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.

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:

Caleb Carnes
Unofficial Witness

[Signature]
Notary Public

Kasey Scott Carpenter (Seal)
Kasey Scott Carpenter

My commission expires: 5/16/19

[Notarial Seal]



EXHIBIT "A"

Tract No 1:

All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Kasey Scott Carpenter, Branch Banking and Trust Company and Chicago Title Insurance Company, by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated September 6, 2017, and being more particularly described according to said survey as follows:

BEGINNING at a point at the intersection of the west right of way line of Pentz Street (80' R/W) and the north right of way line of Cuyler Street (80' R/W); thence south 89 degrees 26 minutes 31 seconds west, along the north right of way line of Cuyler Street, a distance of 183.50 feet to a nail; thence north 01 degrees 01 minutes 03 seconds east a distance of 120.0 feet to an iron pin; thence north 89 degrees 26 minutes 35 seconds east a distance of 183.02 feet to an iron pin in the west right of way line of Pentz Street; thence south 00 degrees 47 minutes 18 seconds west, along the west right of way line of Pentz Street, a distance of 120.00 feet to THE POINT OF BEGINNING.

Tract No. 2

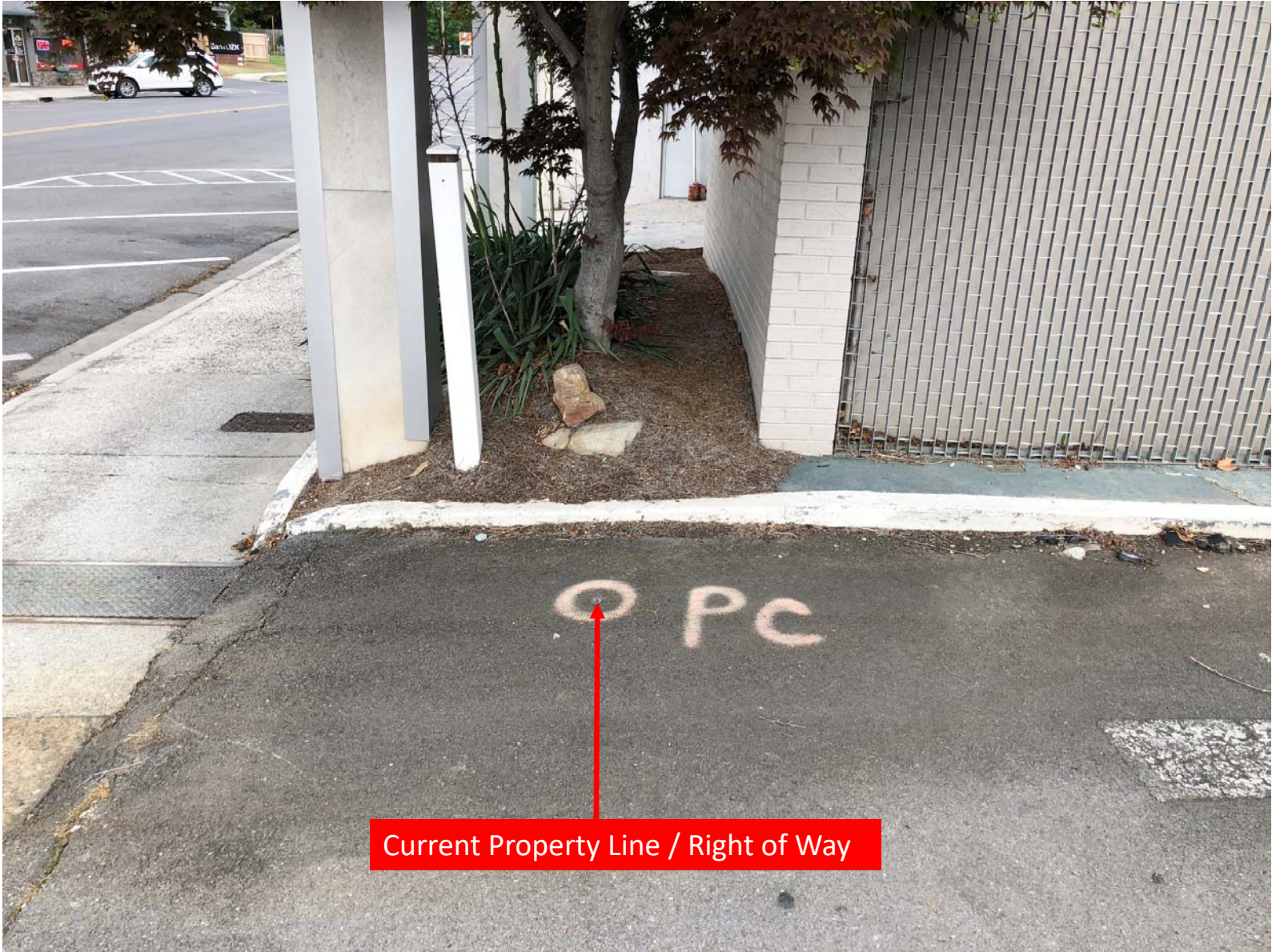
All that tract or parcel of land lying and being in Land Lot No. 219 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described according to a plat of survey prepared for Kasey Scott Carpenter, Branch Banking and Trust Company and Chicago Title Insurance Company, by Christopher L. Lewis, Georgia Registered Land Surveyor No. 3063, dated September 6, 2017, and being more particularly described according to said survey as follows:

BEGINNING an iron pin located in the west right of way line of Pentz Street (80' R/W), said point being located north 00 degrees 47 minutes 18 seconds east, as measured along the west right of way line of Pentz Street, a distance of 120.00 feet from the point of intersection of said right of way line and the north right of way line of Cuyler Street (80' R/W); thence north 89 degrees 26 minutes 35 seconds west a distance of 125.00 feet; thence north 00 degrees 47 minutes 18 seconds east a distance of 35.00 feet; thence south 89 degrees 26 minutes 35 seconds east a distance of 125.00 feet to a nail in the west right of way line of Pentz Street; thence south 00 degrees 47 minutes 18 seconds west, along the west right of way line of Pentz Street, a distance of 35.00 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 6577 Page 188, Whitfield County, Georgia Land Records.



Current Property Line / Right of Way



Current Property Line / Right of Way