

RESOLUTION 25-07

RESOLUTION AUTHORIZING RELEASE OF LIEN

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), entered into a certain Demolition Agreement and Easement (“Agreement”) on or about February 19, 2025, which is recorded at Deed Book 7071 Pages 380-390 in the Whitfield County Land Records; and

WHEREAS, the purpose of the Agreement is to facilitate removal of a deteriorated sign and other code violations on certain real property commonly known as 1505 West Walnut Avenue, Dalton, Georgia, which is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot No. 260 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the southerly right of way line of Walnut Avenue, said point being located south 76 degrees 55 minutes east 530.8 feet from the intersection of the west line of Land Lot No. 260 and the south right of way line of Walnut Avenue, as measured along the southerly right of way line of Walnut Avenue; thence south 76 degrees 55 minutes east, along the southerly right of way line of Walnut Avenue, 100 feet to an iron pin; thence south 12 degrees 50 minutes west 225 feet to an iron pin; thence north 76 degrees 55 minutes west a distance of 100 feet to an iron pin; thence north 12 degrees 50 minutes east a distance of 225 feet to THE POINT OF BEGINNING.

(hereinafter the “Premises”)

WHEREAS, pursuant to the Agreement, the City removed the sign and performed certain work to remedy code violations as set forth in the Agreement;

WHEREAS, the Agreement required the owner of the Premises to receive an invoice from the City for all work contemplated by the Agreement and to pay the same within the time specified in the Agreement;

WHEREAS, the obligation of the owner to pay said invoice was secured by a deed to secure debt recorded at Deed Book 7071 Pages 391-395 (“Security Deed”) of the Whitfield County Land Records;

WHEREAS, all work contemplated by the Agreement has been completed;

WHEREAS, the owner of the Premises has paid the City in full for the work performed pursuant to the Agreement;

WHEREAS, it is now appropriate and necessary for the City to release the security interest in the Premises shown in the Security Deed;

NOW, THEREFORE, BE IT RESOLVED, the City is hereby authorized to release any interest it has in the Premises.

BE IT FURTHER RESOLVED, that the Mayor of the City of Dalton be, and hereby is, authorized and empowered to take such action and to execute for and on behalf of the City a quit claim deed, which conforms to the terms set forth in Exhibit 1, 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 _____, 2025.

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk

EXHIBIT “1”

[Space above this line for recording data.]

Please Record and Return To:

Jonathan L. Bledsoe
The Minor Firm
P.O. Box 2586
Dalton, GA 30722-2586

Cross Reference:

Deed Book 7101 Page 380, and Deed
Book 7101 Page 391, Whitfield County,
Georgia Land Records

QUIT CLAIM DEED

Georgia, Whitfield County

THIS INDENTURE made this ____ day of _____, 2025, between the **City of Dalton, Georgia**, a municipal corporation of the state of Georgia, Grantor, and **Babubhai C. Patel and Gitaben Patel**, 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 one dollar and other valuable considerations, in hand paid at and 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, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

IT IS THE PURPOSE of this Quit Claim Deed to release and reconvey the property herein described from that certain Demolition Agreement and Easement dated February 19, 2025 and recorded in in Deed Book 7101 Page 380, Whitfield County, Georgia Land Records, and to release the property herein described from that certain Security Deed dated February 19, 2025 and recorded in in Deed Book 7101 Page 391, Whitfield County, Georgia Land Records, as well as to release any claim which Grantor might have on the above property from whatever source derived.

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 so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

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:

City of Dalton, Georgia

Unofficial Witness

Notary Public

By _____ (Seal)
Title:

My commission expires:

[Notarial Seal]

EXHIBIT “A”

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