

RESOLUTION 25-02

RESOLUTION AUTHORIZING MUNICIPAL PROPERTY DISPOSITION

WHEREAS, the City of Dalton, Georgia, an incorporated municipality of the State of Georgia (the “City”), owns certain real property located referenced as Tax Parcel 12-128-01-000 as described in Deed Book 557 Page 151 of the Whitfield County Land Records (the “Raisin Woods Property”); and

WHEREAS, the City has been asked to grant a temporary nonexclusive access easement (the “Easement”) over a portion of the Raisin Woods Property in order to facilitate development of a telecommunications site, said Easement being more particularly described as follows:

An easement being a portion of the lands described in Deed Book 557 Page 151 recorded in the Whitfield County, Georgia Land Records, lying and being in Land Lot Nos. 139, 165 and 166, in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Commencing at a ½” rebar at the apparent Northwest corner of said lands described in Deed Book 4687 Page 231; thence S53°15’16”E for a distance of 429.18’ to a 5/8” capped rebar (BAILEY LAND GROUP) marking the Southwest corner of a 100’ x 100’ Lease Area; thence S88°35’37”E along the South line of said Lease Area for a distance of 100.00’ to a 5/8” capped rebar (BAILEY LAND GROUP); thence N1°24’23”E along the East line of said Lease Area for a distance of 100.00’ to a 5/8” capped rebar (BAILEY LAND GROUP); thence N88°35’37”W along the North line of said Lease area for a distance of 50.00’; thence N1°24’23”E for a distance of 121.72’; thence S89°05’30”E for a distance of 408.99’; thence N0°54’30”E for a distance of 30.00’ to the North line of said lands described in Deed Book 4687 Page 231, also the South line of said lands described in Deed Book 5706 Page 228 and the Point of Beginning of an easement 30’ in width, lying and being 15’ on each side of the following described centerline: continuing North onto said lands described in Deed Book 5706 Page 228 thence N0°54’30”E for a distance of 72.07’; thence N89°27’46”W along Raisin Way (private drive) for a distance of 521.64’; thence N85 53’02”W for a distance of 287.87’ to the apparent East right-of-way line of Pleasant Grove Drive NE (variable width Public right-of-way) and the Point of Ending. Said easement containing 26,447 SQFT (0.61 acres) +/-; and

WHEREAS, a certified general appraiser in the state of Georgia has determined that the fair market value of the Easement is four thousand eight hundred dollars (\$4,800.00); and

WHEREAS, O.C.G.A. § 36-37-7 *et seq.* allows for transfer of the Easement following proper notice, advertisement, and public auction of the Easement; and

WHEREAS, the City has determined that it is in the public interest to transfer said Easement in accordance with the terms of this Resolution and the Public Notice attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, the City is hereby authorized to complete the transaction contemplated in Exhibit A, 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 hereby is, authorized and empowered to take such action and to execute for and on behalf of the City a temporary nonexclusive Easement, which conforms to the terms set forth in Exhibit A, 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 “A”

PUBLIC NOTICE OF PROPOSED AUCTION OF AN INTEREST IN REAL PROPERTY

INTRODUCTION: The Mayor and City Council of the City of Dalton, Georgia (the “City”) invites members of the general public to submit sealed bid proposals to purchase a non-exclusive easement in certain real property (the “Property”) in accordance with O.C.G.A. 36-37-6 (a).

DESCRIPTION OF REAL PROPERTY INTEREST OFFERED FOR SALE: A nonexclusive thirty-foot utility, ingress, and egress easement more particularly described as follows:

An easement being a portion of the lands described in Deed Book 557 Page 151 recorded in the Whitfield County, Georgia Land Records, lying and being in Land Lot Nos. 139, 165 and 166, in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

Commencing at a ½” rebar at the apparent Northwest corner of said lands described in Deed Book 4687 Page 231; thence S53°15’16”E for a distance of 429.18’ to a 5/8” capped rebar (BAILEY LAND GROUP) marking the Southwest corner of a 100’ x 100’ Lease Area; thence S88°35’37”E along the South line of said Lease Area for a distance of 100.00’ to a 5/8” capped rebar (BAILEY LAND GROUP); thence N1°24’23”E along the East line of said Lease Area for a distance of 100.00’ to a 5/8” capped rebar (BAILEY LAND GROUP); thence N88°35’37”W along the North line of said Lease area for a distance of 50.00’; thence N1°24’23”E for a distance of 121.72’; thence S89°05’30”E for a distance of 408.99’; thence N0°54’30”E for a distance of 30.00’ to the North line of said lands described in Deed Book 4687 Page 231, also the South line of said lands described in Deed Book 5706 Page 228 and the Point of Beginning of an easement 30’ in width, lying and being 15’ on each side of the following described centerline: continuing North onto said lands described in Deed Book 5706 Page 228 thence N0°54’30”E for a distance of 72.07’; thence N89°27’46”W along Raisin Way (private drive) for a distance of 521.64’; thence N85 53’02”W for a distance of 287.87’ to the apparent East right-of-way line of Pleasant Grove Drive NE (variable width Public right-of-way) and the Point of Ending. Said easement containing 26,447 SQFT (0.61 acres) +/-.

FORM OF PROPOSAL: Public Auction.

PLACE OF AUCTION: At the council chambers at Dalton City Hall, 300 West Waugh Street, Dalton, Georgia 30720 at 2:00 p.m. on March 25, 2025.

TERMS OF SALE: The Easement will be sold AS IS, WHERE IS, to the highest responsible bidder, by public auction after due notice has been given not less than 15 days nor more than 60 days preceding the day of the auction in the official legal organ of the county in which the municipality is located, the City of Dalton. Payment of the purchase price is due in full at the time of the auction payable in Collected Funds (as defined in O.C.G.A. § 44-14-13(a)(2) to the City of Dalton. The City of Dalton reserves the right to reject any and all bids or to cancel the proposed sale in accordance with state law.

CONDITIONS OF SALE: The Easement will be conveyed subject to all outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and other matters of record, and subject to the following restrictions (collectively the “Restrictions”) to be placed in the Easement

conveying the Easement by the City of Dalton to the purchaser of the Easement: (a) the easement is made in connection with the a certain lease (“Lease”) of adjacent property for the purpose of constructing, maintaining and operating a telecommunications facility (the “Facility”); (b) if the Leased Premises ceases to be used for a Facility for more than thirty (30) days, or if the Lease is terminated, this Agreement shall automatically terminate; (c) Grantee shall maintain the Easement in a condition suitable for its use as a means of vehicular access to and from the Facility, but not otherwise; (d) Grantee shall provide and maintain in force and effect throughout the term of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per claim, no aggregate, naming Grantor as a named insured; (e) Grantee shall assume sole responsibility and liability for any injury to person or property caused by any act or omission of any person while on the Grantor Property and shall indemnify and hold Grantor harmless against any claim of liability or loss from personal injury or property damage.

MINIMIUM PRICE: The City has obtained an independent valuation of the fair market value of the property and has determined that a minimum bid of \$4,800.00, is required in order to be accepted by the City.

TYPE OF CONVEYANCE: The non-exclusive temporary Easement will be conveyed subject to the Restrictions. No provision is made for a due diligence period once the bid has been made and accepted by the City of Dalton. The City of Dalton will not pay any real estate commissions, broker’s fees or other expenses of the bidder.