

[Space above this line for recording data.]

Please Record and Return To:	Tax Parcel I.D. No.:	Cross Reference:
Jonathan L. Bledsoe The Minor Firm P.O. Box 2586 Dalton, GA 30722-2586	12-260-35-000	Deed Book 7071 Page 304, Whitfield County, Georgia Land Records

## DEMOLITION AGREEMENT AND EASEMENT

Georgia, Whitfield County

This Demolition Agreement and Easement (this "Agreement") made this 19<sup>th</sup> day of February, 2025, between **Babubhai C. Patel and Gitaben Patel a/k/a Geetaben Patel**, collectively referenced as "Grantor," and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

### WITNESSETH:

**WHEREAS**, Grantee claims that a sign (the "Sign") located on certain real property at 1505 West Walnut Avenue, Dalton, Georgia, and being more particularly described on Exhibit "1" attached hereto and by this reference made a part (the "Property") is unused, substandard, deteriorated, and dilapidated, which amounts to a violation of the ordinances of the City of Dalton; and

**WHEREAS**, Grantor is the owner in fee simple of the Property, and Grantor's mailing address is 1915 Rickland Ln. Dalton GA (the "Mailing Address"); and

**WHEREAS**, Grantee contacted Grantor and has demanded that the Grantor pay for the removal of the Sign because it is in violation of City Ordinances; and

**WHEREAS**, Grantee claims that removal of the Sign is for the betterment of the public's health, safety, and welfare; and

**WHEREAS**, Grantor is unable to demolish Sign expediently, and as a result, the parties entered into negotiations to resolve their dispute; and

**WHEREAS**, Grantee has agreed to demolish the Sign provided that Grantor pay Grantee for all costs thereof, and Grantor has agreed to secure Grantor's obligation to repay Grantee by granting Grantee a Security Deed to the Property;

**NOW, THEREFORE**, for and in consideration of the above-recited premises, the mutual covenants and agreements hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The parties hereto acknowledge that the above recitals to this Agreement are true and correct and agree that the same are incorporated by reference into the body of this Agreement.

2. Consideration by Grantee. Grantee, its agents and representatives agree to do the following:

a. Remove the Sign by demolition and remove all resulting demolition debris as well as all rubbish, scrap metal, wood, building materials, rubble and other trash located on or about the Sign, and all other surfaces that Grantee determines must be removed to complete the demolition, in the sole discretion of Grantee staff, and to clear the site at the sole discretion of Grantee staff. Such demolition and removal shall occur as soon as possible, but no later than 90 days following the execution of this Agreement.

b. Leave the Property without the Sign and related equipment or structures as the case may be, after the demolition has occurred, in reasonably good condition and to perform its demolition work in a workmanlike manner for which Grantor shall have no liability to any third persons.

c. Remove any trees or shrubs that Grantee determines must be removed to complete the demolition, in the sole discretion of Grantee.

d. Within 60 days after the work contemplated by this Agreement is completed, to provide to Grantor at the Mailing Address an invoice identifying the costs for; i) title search and all attorney's fees arising out of or in any way related to this Agreement; ii) any asbestos survey; iii) any abatement of asbestos, if applicable; iv) the lot leveling, seeding and strawing, if applicable; v) the haul off of demolition debris to landfill (the "Costs of Removal").

3. Consideration by Grantor. Grantor, and Grantor's agents and representatives agree to the following:

a. Grantor shall remove all personal property from the Property on or near the Sign at least twenty-four (24) hours prior to when the demolition is scheduled to occur. Grantor agrees that all personal property left on or about the Property on or near the Sign at the time of the scheduled demolition shall be considered abandoned and that ownership of such personal property remaining on or about the Property, including the Sign, related equipment, and resulting debris, shall be transferred to Grantee, which shall have the right and sole discretion to dispose of such items as Grantee as it sees fit.

b. Grantor specifically agrees that Grantor will not enter onto the Property while the demolition is occurring and will not interfere with the demolition, debris removal, grading or the re-establishment of vegetation, if any, on the Property in any manner.

c. Grantor authorizes trees and shrubs located on the Property to be removed at Grantee's discretion without any interference in order to facilitate Sign removal and related work.

d. Grantor shall receive Grantee's invoice referenced in paragraph 2.d of this Agreement and shall pay same upon receipt but not later than 30 days thereafter.

e. Grantor waives all objections to any special assessment upon the Property of the amount identified in the invoice, and if Grantor fails to pay same, any lien filed against the Property in conjunction therewith.

f. By his signature on this Agreement, Grantor hereby grants Grantee authority to act on his behalf to disconnect all utilities to the Property at the point or origin or mains as may be needed to remove the Sign and to do any electrical or grading work that may be necessary in connection with removal of the Sign.

g. Grantor represents to Grantee that any and all insurance policies covering the Sign and any personal contents contained therein have been cancelled and are, therefore, no longer in force and effect.

h. The Grantor, and Grantor's agents and representatives release Grantee, its agents and assigns from all claims, demands, suits, judgments, and causes of action of any kind arising out of Grantee's actions taken pursuant to this Agreement. The Grantor shall indemnify and hold Grantee harmless of and from any and all claims, suits, actions or judgments, including all expenses, attorneys' fees, witness fees, cost of defending any such action or claim, or appeals, arising out of Grantee's actions taken pursuant to this Agreement.

i. Grantor hereby agrees to grant a Security Deed to Grantee (the "Security Deed") in the form as attached in Exhibit "2" to security the obligations of Grantor to repay Grantee for all Costs of Removal, said Security Deed to be recorded in the Whitfield County, Georgia Land Records. Upon payment of the Costs of Removal Grantee shall execute a Quit Claim Deed from Grantee to Grantor releasing the Property from the Security Deed and the obligations and easements contained in is Agreement.

4. Easement. The Grantor hereby grants Grantee and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 hereof but limited temporarily to such time as necessary for completion of such Sign and debris removal, clean up, and related work in order to fulfill Grantee's work set forth in Section 2 of this Agreement.

5. Additional Promises. The parties agree that no promise or inducement has been offered except as herein set forth; the parties voluntarily enter into this Agreement.

6. Integration. This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof and constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

7. Amendment and Modification. The terms of this Agreement may be amended, modified or eliminated, and the observance or performance of any term, covenant, condition or provision herein may be omitted or waived (either generally or in a particular instance and either prospectively or retroactively) only by the written consents of all parties hereto. No omission or waiver shall be deemed to excuse any future observance or performance or to constitute an amendment, modification or elimination unless it

expressly so states. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

8. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors, representatives, and assigns of the parties.

9. Controlling Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Georgia without giving effect to the principles of conflicts of law thereof. Each of the parties consents to the exclusive jurisdiction of the Superior Court of Whitfield County, Georgia for any legal action, suit, or proceeding arising out of or in connection with this Agreement, and agrees that any such action, suit, or proceeding may be brought only in such court. Each of the parties further waives any personal jurisdiction defense regarding the laying of venue for any such suit, action, or proceeding in such court.

10. Severability. Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

11. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

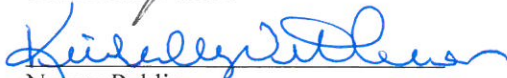
12. Captions. The sections and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement, or to affect the meaning or interpretation of this Agreement.

13. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed and sealed by parties the day and year first above written.

Signed, sealed and delivered  
In the presence of:

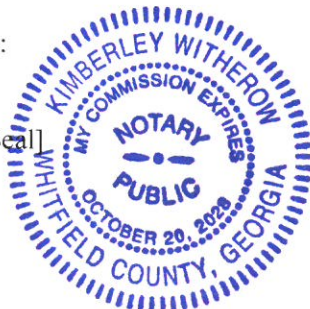
  
Unofficial Witness

  
Notary Public

By: B. C. Patel (Seal)  
Babubhai C. Patel

My commission expires:

[Notarial Seal]





**IN WITNESS WHEREOF**, this Security Deed has been duly executed and sealed by Grantor the day and year first above written.

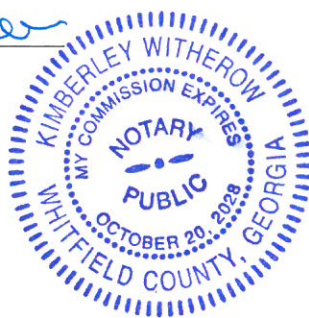
Signed, sealed and delivered  
In the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My commission expires:

[Notarial Seal]



**Grantor:**

By: B. C. Patel (Seal)  
Babubhai C. Patel

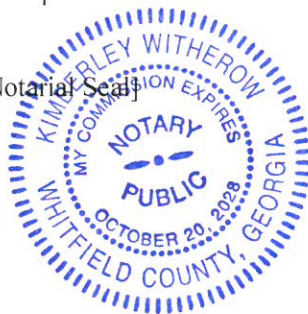
Signed, sealed and delivered  
In the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

My commission expires:

[Notarial Seal]



**Grantor:**

By: G. B. Patel (Seal)  
Gitaben Patel a/k/a Geetaben Patel

**EXHIBIT "2"**

[Space above this line for recording data.]

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Please Record and Return To:

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

1. Date of the Deed: \_\_\_\_\_, 20\_\_.
2. Signatories/Parties to the Deed:  
Grantor: \_\_\_\_\_  
Grantee: City of Dalton, Georgia
3. Mailing Address of Grantee: PO Box 1205, Dalton, GA 30722
4. Map and Parcel ID Number(s): \_\_\_\_\_
5. Original Loan Amount: \$ n/a
6. Initial Maturity Date: \_\_\_\_\_, 20\_\_
7. Intangible Recording Tax: \$ none
8. Intangible Recording Tax Exemption Authority: Grantee is a Municipality and exempt under the provisions of O.C.G.A. § 48-6-2(a)(2).

NOTE: THIS COVER SHEET DOES NOT MODIFY THE TERMS OF THE ATTACHED INSTRUMENT.

## SECURITY DEED

Georgia, Whitfield County

**THIS SECURITY DEED** (this "Deed"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between **Babubhai C. Patel and Gitaben Patel a/k/a Geetaben Patel**, collectively referenced as "Grantor," and the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, having a mailing address of PO Box 1205, Dalton, GA 30722, Grantee.

### WITNESSETH:

**THAT, WHEREAS**, this Security Deed is granted by Grantor to secure the prompt payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement and Easement Agreement of even date entered into between Grantor as grantor therein and Grantee as grantee therein (the "Demolition Agreement"), pursuant to which Grantor is obligated to repay certain indebtedness described therein. The parties intend to establish a perpetual or indefinite and perpetual security interest in the real property conveyed.

**NOW, THEREFORE**, in consideration of the premises and of the sum hereinabove set forth, Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto 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.

**TO HAVE AND TO HOLD** such property unto Grantee together with all improvements now or hereafter erected on the property and all easements, rights appurtenances, rents, profits and fixtures in fee simple.

1. Grantor shall pay to Grantee the Secured Indebtedness (as defined hereinafter) as in the Demolition Agreement and this Security Deed provided, but in no event the Secured Indebtedness shall be due and payable on or before \_\_\_\_\_, 20\_\_.
2. Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property, that the property is unencumbered except as is set forth hereinafter, and that Grantor will warrant and defend generally the title to the property against the claims of all persons whomsoever.
3. This instrument is made and intended to secure all obligations, indebtedness and liabilities of the Grantor under that certain Demolition Agreement (the "Secured Indebtedness").
4. Upon the occurrence of an event of default under Demolition Agreement secured hereby and this Security Deed and prior to placing an advertisement for notice of foreclosure and sale of the property, the Grantee herein agrees to: (a) notify Grantor in writing of such default, specifying the nature thereof and the actions necessary to cure said default; (b) permit grantor to cure such default within ten (10) days from the

date of such notice by making payment or doing such other act or things which may be considered by the Grantee herein necessary or proper.

**5.** Time is of the essence of this Security Deed and should the Secured Indebtedness not be promptly paid when due or should Grantor breach any covenant contained herein or as provided by law, Grantee, at its option and without further notice to Grantor, may declare all sums secured by this deed to be immediately due and payable; and Grantee is authorized to invoke the power of sale herein granted (and Grantor hereby appoints Grantee the agent and attorney-in-fact for Grantor to exercise said power of sale) and any other remedies permitted by law. Grantee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided herein, including but not limited to reasonable attorney's fees.

**6.** If Grantee invokes the power of sale, Grantee shall give notice of sale by public advertisements for the time and in the manner required by applicable law. Grantee, without further demand on Grantor, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Grantee may determine. Grantee or Grantee's designee may purchase the property at any sale.

**7.** Grantee shall deliver to the purchaser Grantee's deed to the property in fee simple and Grantor hereby appoints Grantee agent and attorney-in-fact to make such conveyance. The recitals in Grantee's deed shall be prima facie evidence of the truth of the statements made therein. Grantor covenants and agrees that Grantee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Security Deed; and (c) the excess, if any, to the person or persons legally entitled thereto. The power and agency hereby granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of said indebtedness as provided by law.

**8.** If the property is sold pursuant to the provisions herein, Grantor, or any person holding possession of the property through Grantor, shall immediately surrender possession of the property to the purchaser at such sale. If possession is not surrendered, Grantor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

**9.** All remedies provided in this Security Deed are distinct and cumulative to any other right or remedy under this Security Deed or approved by law or equity, and may be exercised concurrently, independently or successively.

**10.** Upon payment of all sums secured by this Security Deed, Grantee shall cancel this Security Deed. Grantor hereby waives all rights of homestead exemption in the property. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title and not as a mortgage and is intended to secure the payment of all sums secured hereby and the performance of the covenants of Grantor to Grantee.

**11.** The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns to 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 word "Note" shall also include one or more notes and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this Security Deed, the term "Grantor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Grantee shall be and mean the several as well as joint undertakings of each of them



Signed, sealed and delivered  
In the presence of:

Haley P  
Unofficial Witness

Kimberly Witherow  
Notary Public

My commission expires:

[Notarial Seal]



By: B-E Patel (Seal)  
Gitaben Patel a/k/a Geetaben Patel

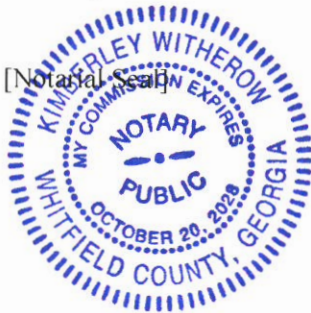
Signed, sealed and delivered  
In the presence of:

Haley P  
Unofficial Witness

Kimberly Witherow  
Notary Public

My commission expires:

[Notarial Seal]



City of Dalton

By: D Lewallen (Seal)

Print Name: Daniel Lewallen

Title: Code Enforcement.

By: \_\_\_\_\_ (Seal)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**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.**

**For prior title, see Deed Book 7071 Page 304, Whitfield County, Georgia Land Records.**

## **EXHIBIT "1"**

**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.**

**For prior title, see Deed Book 7071 Page 304, Whitfield County, Georgia Land Records.**