

## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

**This Agreement for the Sale and Purchase of Real Property** ("this Agreement) dated as of the Effective Date (as defined in Section 9.k below) by and between, **Material Handling, Inc.**, a Georgia corporation (the "Seller") and the City of Dalton, a municipal corporation of the State of Georgia (the "Purchaser").

### WITNESSETH:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase that certain temporary and permanent easement for the construction and maintenance of storm water facilities across the real property having a mailing address as follows: 631 N. Glenwood Avenue, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$123,500 payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.
3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable title to the easement in the form of the Storm Drainage Easement attached hereto as Exhibit "A." Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers).
4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller's obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia ("Title Standards"). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.
5. **Closing.** The closing date of this transaction (the "Closing") shall be on TBD at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M., or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.
6. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

7. **No Broker.** The parties represent to each other that they have dealt with no broker or finder in connection with this transaction, that no broker or finder has brought the Property to the attention of Purchaser, or Purchaser to the attention of Seller, and that no broker or finder is entitled to a commission or other compensation in connection with this transaction. Each party agrees to indemnify the other party for all costs and expenses incurred, including reasonable attorneys' fees, as a result of the claim of any broker or finder based on dealings with said party.

8. **Remedies.** In the event either party should wrongfully fail or refuse to carry out the terms of this Agreement, the other party shall have the right to elect to (a) declare this Agreement null and void, in which event the earnest money may be delivered to the non-defaulting party as liquidated damages, or (b) affirm this contract and enforce its specific performance or recover damages for its breach, in which case the earnest money shall be delivered to the non-defaulting party to apply on the purchase price or on the damages recovered.

9. **Miscellaneous Provisions.**

a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.

b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.

c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.

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

f. *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, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.

h. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier

service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Agreement shall be at the address indicated below.

i. *Electronic Signatures.* Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

j. *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.

k. *Effective Date.* For purposes of this Agreement, the term "Effective Date" shall be the last date on which this Agreement has been fully executed on behalf of Seller and Purchaser as indicated by the dates adjacent to the signatures of the parties set forth below.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year above written.

**SELLER:**

**Material Handling, Inc.**

By:  (Seal)  
Title: CEO

Seller Contact Information:

Mailing Address:

P.O. Box 1045  
DALTON GA. 30728

Phone: 706.260.7951

Email: bill@katon@mhiusa.net

Date of Execution: 3/10/, 2025.

**PURCHASER:**

**City of Dalton**

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

Purchaser Contact Information:

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Execution: \_\_\_\_\_, 2025.

**EXHIBIT "A"**

Copy of Easement.



[Space above this line for recording data.]

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Please Record and Return To:

J. Tom Minor, IV  
The Minor Firm  
P.O. Box 2586  
Dalton, GA 30722-2586

## STORM DRAINAGE EASEMENT

Georgia, Whitfield County

This Storm Drainage Easement (this "Agreement") made this 12TH day of MARCH, 2025, between **Material Handling, Inc.**, a Georgia corporation, Grantor, the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantee.

### WITNESSETH:

**WHEREAS**, Grantor is the owner of certain real property and improvements in the City of Dalton, Whitfield County, Georgia, as being more particularly described in Exhibit "A," attached hereto and made a part hereof by reference (the "Servient Property"); and

**WHEREAS**, Grantee is the owner of certain real property adjacent to the Servient Property and being more particularly described that certain public roadway known as **N. Glenwood Avenue** (the "City Property"); and

**WHEREAS**, Grantee has constructed, or will construct, a storm sewer pipe and/or storm water structures on the Servient Property (collectively the "Municipal Storm Sewer") and being located on that certain portion of the Servient Property more particularly described as the "20-Ft Permanent Drainage Easement, TYP" on the drawing attached hereto as Exhibit "B," attached hereto and made a part hereof by reference (the "Permanent Storm Drainage Easement"); and

**WHEREAS**, the construction of the Permanent Storm Drainage Easement will require access by Grantee to other property of Grantor, immediately adjacent to the Permanent Storm Drainage Easement, and being located on either side thereof (collectively the "Construction Easement") and being located on that certain portion of the Servient Property more particularly described as the "Temporary Construction

Easement, TYP” on the drawing attached hereto as Exhibit “B,” attached hereto and made a part hereof by reference (the “Temporary Construction Easement”); and

**WHEREAS**, Grantee desires non-exclusive temporary access and use of a portion of the Servient Property for a period set forth herein to perform certain construction activities for the public good and welfare and Grantor is willing to grant the requested access and use and subject to the terms hereof; and

**WHEREAS**, upon completion of the construction identified therein said construction easement shall cease; and

**WHEREAS**, Grantor acknowledges that the work to be performed in this Agreement may not fully mitigate all water and flooding of the Servient Property; and

**WHEREAS**, Grantor desires to grant to Grantee a non-exclusive access to and use of the Storm Drainage Easement to collect storm water originating from the City Property into the Municipal Storm Sewer;

**NOW THEREFORE**, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, Grantor and Grantee hereby 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. *Temporary Construction Easement.* Grantor, for and on behalf of his heirs, administrators, executors, legal representatives, and assigns, does hereby grant unto Grantee, a temporary, non-exclusive easement in, on, over, under, across, and through the Temporary Construction Easement. The rights, benefits, privileges, and easement granted herein are for the purpose of the construction of the Municipal Storm Sewer (the “Construction Project”). Said Easement is temporary and shall begin upon execution of this Agreement and expire upon the earlier of twenty-four (24) months from the date of this Agreement or completion of the Construction Project (“Term”). The parties contemplate that the Construction Project can be completed during the Term. However, the parties acknowledge that the time for completion may be delayed due to weather or other conditions. Grantee shall have the right upon written notice to Grantor to extend the Temporary Construction Easement up to one additional Term in the event of delays in the Construction Project. Grantee shall notify Grantor of any reasonable delay in commencement or delay in completion due to weather or other delays as soon as reasonably possible. The parties shall reasonably cooperate to complete the project in a timely manner.
3. *Creation of Permanent Easements.* Grantor, and for and on behalf of the heirs, administrators, successors and assigns, of Grantor, and for and on behalf of anyone claiming by, through or under Grantor, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, a perpetual, non-exclusive easement in, on, over, under, across and through the Storm Drainage Easement. The rights, benefits, privileges, and easement granted herein is for the purpose of the non-exclusive use and enjoyment of the Storm Drainage Easement flowing to channel, distribute or transport storm water originating from or onto and across the Grantee’s Property in part through the Municipal Storm Sewer. Notwithstanding the foregoing, Grantor hereby agrees to accept such storm water discharge through the Municipal Storm Sewer in its current intensity, rate, volume and location.



4. *Rights to Maintain.* Grantee shall have all rights, benefits, privileges, and easements necessary or convenient for the full enjoyment and use of the Storm Drainage Easement for the purposes described herein, including the right of entry into and upon the Servient Property for the purpose of access and ingress to and egress from the Storm Drainage Easement in order to effect the rights, privileges, and easements set forth herein. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees, undergrowth or other obstructions now or as may exist on the Storm Drainage Easement, which removal may be necessary for Grantee's use and enjoyment of easements, rights and privileges granted herein, and Grantee shall also have the right to conduct scientific, geotechnical, archaeological or other studies, investigation or other testing on or below the ground surface of the Storm Drainage Easement. However, nothing in this Agreement shall obligate Grantee to take any such action, and Grantor hereby releases, indemnifies, and holds harmless Grantee from any and all claims which in any way pertain to construction or maintenance of the Municipal Storm Sewer or Storm Drainage Easement.

5. *Covenants of Grantor.* Grantor waives all right to any further compensation for the use and enjoyment of the rights and privileges granted herein. Grantor does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the Servient Property, that it has a good and lawful right to convey said easement, rights and privileges granted herein. Grantor irrevocably binds itself to refrain from making any claim or demand, or to commence, cause, or permit to be prosecuted any action in law or equity against Grantee, or any other person, firm or entity claiming by or through Grantee on account of any damage that may occur or resulting from the installation or the operation of the Storm Drainage Easement.

6. *Running with the Land.* It is intended that each of the Easements, covenants, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the City Property benefited thereby, shall bind every person having any fee, leasehold, or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.

7. *Jurisdiction and Venue* The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County, Georgia, and the parties hereby waive any and all objections or defenses to said jurisdiction and venue.

8. *Severability.* The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof, or any part thereof, and this Agreement shall be modified to substitute in lieu of the invalid provision, a like and valid provision which reflects the agreement of the parties with respect to the covenant, agreement, condition or provision which has been deemed invalid.

9. *Time of Essence.* Except as otherwise specifically provided herein, time is of the essence of this Agreement.

10. *Entire Agreement.* This Agreement and any Temporary Construction Easement executed in connection herewith contain the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. In the event of any conflict between this Agreement and the Temporary Construction Easement, the terms of this Agreement shall control.

11. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier service with

confirmation of delivery), (C) transmitted via certified U.S. Mail return receipt requested, or (D) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A), (B), or (C) above. Notices shall not be given by any other means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; (C) on the date signed for if transmitted via certified U.S. Mail; or (D) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto. The addresses for Notices given pursuant to this Agreement shall be as follows:

If to Grantor, to the then current street address of the parcel identified in Exhibit A as provided by the United States Post Office.

If to Grantee, to City of Dalton c/o City Administrator, 300 West Waugh Street #317, P.O. Box 1205, Dalton, GA 30722.

12. *Successors and Assigns.* This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

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.

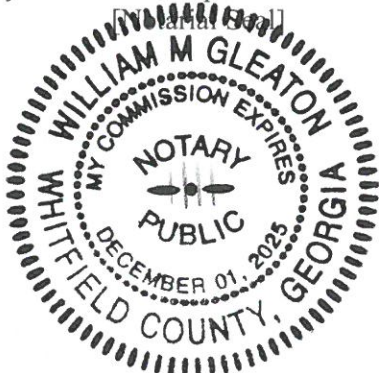
**IN WITNESS WHEREOF**, this Agreement has been duly executed and sealed by Grantor the day and year first above written.

Signed, sealed and delivered  
In the presence of:

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


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

My commission expires:



**GRANTOR:**

**Material Handling, Inc.**

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

**RECEIPT ACKNOWLEDGED BY:**

Signed, sealed and delivered  
In the presence of:

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

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

My commission expires:

[Notarial Seal]

**GRANTEE:**

**City of Dalton, Georgia**

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

# CONSENT OF SECURITY DEED HOLDER TO EASEMENT

Georgia, Whitfield County

THIS INDENTURE (this "Consent") made this 15<sup>TH</sup> day of MARCA, 2025, by Truist Bank (the "Lender").

WHEREAS, Lender is the holder of that certain Security Deed and Security Agreement (hereinafter referred to as the "Security Deed") from Material Handling, Inc. (the "Borrower") to Lender, dated June 6, 2022, , and recorded in Deed Book 938 Page 555, Whitfield County, Georgia Land Records; and

WHEREAS, the Borrower, the owner of the property secured by said Security Deed, has granted an easement (the "Easement") of even date to the City of Dalton (the "Grantee");

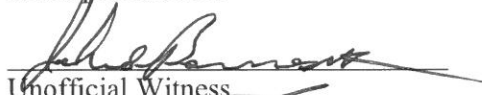
NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar in hand paid to Lender, the receipt and sufficiency of which is hereby acknowledged by Lender, Lender does hereby join in the Easement, for the purpose of consenting to the grant of said easement and for the further purpose of subordinating its security interest in said property to the Easement. The Security Deed now held by Lender shall otherwise remain in full force and effect, the subordination herein provided being limited in application to the Easement therein conveyed. Said subordination shall be binding upon the successors and assigns of Lender and shall operate to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, this Consent has been duly executed and sealed by the Lender the day and year first above written.

Signed, sealed and delivered

In the presence of:

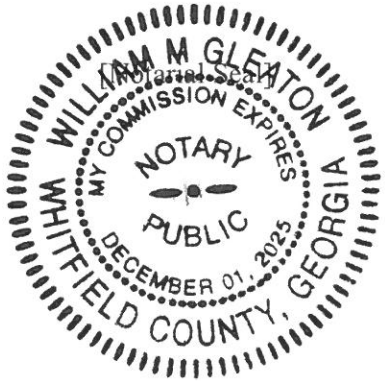
Truist Bank

  
Unofficial Witness

By:  (Seal)  
Title: SVP Market President

  
Notary Public

My commission expires:



## EXHIBIT "A"

### Tract No. 1:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, containing 4,208 square feet, and being more particularly described as Tracts 1 and B according to a plat of survey prepared for Clarklift of Dalton, Inc. by Joseph R. Evans, Georgia Registered Land Surveyor No. 2168, dated September 3, 1999, revised December 10, 1999, and recorded in Plat Cabinet C Slide 1954, Whitfield County, Georgia Land Records, reference to which plat is hereby made and incorporated herein by reference.

For prior title, see Deed Book 3249 Page 76, Whitfield County, Georgia Land Records.

### Tract No. 2:

All that tract or parcel of land lying and being in Land Lot No. 200 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 easterly right of way line of Southern Railway Company 206.5 feet southwardly along the easterly right of way line of Southern Railway Company from its intersection with the south side of Matilda Street; thence south 89 degrees 54 minutes east 102.01 feet to an iron pin; thence south 12 degrees 42 minutes 15 seconds west 62 feet; thence north 64 degrees 39 minutes west 104.98 feet to the easterly right of way line of Southern Railway Company; thence north 22 degrees 28 minutes 45 seconds east along the easterly right of way line of Southern Railway Company 17 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 837 Page 349, Whitfield County, Georgia Land Records.

### Tract No. 3:

All that tract or parcel of land lying and being in Land Lot No. 200 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows: being 4 city lots east fronting 47.5 feet, more or less, on North Glenwood Avenue, f/k/a North Depot Street and running back 100 feet; being bounded as follows: on the north by that tract of land conveyed by B. Jackson Bandy and the First National Bank of Atlanta, as Co-Trustees to Clarklift of Dalton, Inc. by deed dated September 20, 1978; on the west by property of Dalton Fruit Company as shown on Deed Book 346 Page 277, Whitfield County, Georgia Land Records; on the south by property of L.F. Pye as shown in Deed Book 255 Page 377, Whitfield County, Georgia Land Records; and on the east by North Glenwood Avenue.

For prior title, see Deed Book 555 Page 73, Whitfield County, Georgia Land Records.

LESS AND EXCEPT that portion of the above described property described in that certain Warranty Deed from Clarklift of Dalton, Inc. to Dalton Fruit Company, d/b/a Dalton Beverage Company, dated February 24, 2000, and recorded in Deed Book 3249 Page 162, Whitfield County, Georgia Land Records.

### Tract No. 4:

All that tract or parcel of land lying and being in the City of Dalton, Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at the southwest corner of the intersection of North Glenwood Avenue and Matilda Street; thence westwardly along the south side of Matilda Street 162 feet, more or less, to the east right of way line of Southern Railway Company; thence southwardly along said railway right of way 206 feet; thence eastwardly 81 feet; thence northwardly 8 feet; thence eastwardly 98 feet, more or less, to the west side of North Glenwood Avenue; thence northwardly along the west side of North Glenwood Avenue 198 feet, more or less, to THE POINT OF BEGINNING.

For prior title, see Deed Book 550 Page 125, Whitfield County, Georgia Land Records.

