

Return To:  
Terry L. Miller  
Mitchell & Mitchell, P. C.  
108 S. Thornton Ave.  
P. O. Box 668  
Dalton, GA 30722-0668

Cross Index: Deed Book 05602, Page 0023-0025

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Georgia, Whitfield County

### **DEMOLITION AGREEMENT AND EASEMENT**

THIS AGREEMENT, made and entered, by and between the City of Dalton (“City”), a Georgia municipal corporation, and Pierce, Mary Ann as Trustee (“Owner”), witness the following:

#### **RECITALS**

The City claims that the sign structure (shown by photo in Exhibit “B”), referred to herein as “the Sign” located at 915 Market St. Dalton, Georgia, with the following legal description:

[SEE EXHIBIT “A” ATTACHED ]

Tax Parcel I. D. # 12-261-01-009

is abandoned and/or dilapidated (hereafter “the Property”), which amounts to a violation of the City’s ordinances. The City contacted Owner of the Sign and has demanded that the Owner remove the Sign instanter because it is in violation of City Ordinances. The City claims that removal of the Sign is for the betterment of the

public's health, safety, and welfare. The Owner is unable to remove Sign expediently. As a result, the parties have entered into negotiations to resolve their dispute.

Now, therefore, the parties hereto agree as follows:

1. Offer & Acceptance. The City offers the consideration listed in item 2. below, in exchange for the consideration listed in items 3. and 4. below from Owner, to settle the above-cited claims. Owner accepts said offer.

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

(a) To remove the Sign by crane from the Property and to dispose of the salvage remains without requirement of Owner to take further action to dispose of the salvage. Such removal shall occur as soon as possible, but no later than ninety (90) days following the execution of this Agreement.

(b) To leave the Property without the Sign after the removal has occurred in as good condition as it existed on the date of the Agreement and to perform its removal work in a workmanlike manner for which Owner shall have no liability to any third person.

(c) To remove any trees or shrubs that the City determines must be removed to complete the demolition, in the sole discretion of City staff.

(d) Within sixty (60) days after the work contemplated by this Agreement is completed, to provide the Owner with an invoice identifying the costs for: i) title search (\$300.00) if any and ii) cost for crane equipment and operator to remove the Sign. Invoice will be sent to Owner at this address: P.O. Box 3633 Cleveland TN, 37320.

Consideration by Owner. Owner, his agents and representatives agree to the following:

(a) Owner shall remove all personal property from the Property at least twenty four (24) hours prior to when the Sign removal is scheduled to occur as the

City may reasonably require to perform the work safely. Owner agrees that the Sign or its salvage remains shall be considered abandoned and thereby transferred to the City which shall have the right and sole discretion to dispose of it as it sees fit.

(b) Owner specifically agrees that it will not interfere with the removal of the Sign or debris in any manner.

(c) Owner shall permit all trees and shrubs located on the Property that may impede removal of the Sign to be removed at the City's discretion without any interference.

(d) Owner shall receive the City's invoice referenced in paragraph 2(d) of this Agreement and shall pay same upon receipt but not later than thirty (30) days thereafter.

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

(f) By his signature on this Agreement, Owner hereby grants the City authority to act on its behalf to disconnect all utilities to the Sign at the point of origin or mains.

(g) Owner represents to the City that any and all insurance policies covering the Sign have been cancelled and are, therefore, no longer in force and effect.

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

4. Easement. The Owner hereby grants the City and its contractors full easement and right of entry to accomplish the purposes set forth in Section 2 (a) hereof but limited temporarily to such time as necessary for completion of such work set forth in paragraph 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. The parties agree that this Agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this Agreement.

7. Modification. This Agreement shall not be modified, amended or supplemented without an authorized, written agreement between the parties.

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

9. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10. Severability. If any portion of this Agreement is found to be unenforceable for any reason, then the remainder shall remain in full force and effect.

11. Counterparts; Headings. This Agreement may be executed in two or more counterparts, each of which when executed shall be deemed to be an original and when taken together shall constitute one and the same agreement. The headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

In Witness Whereof, the parties have executed the above and foregoing document.

Dated August 31, 20 23.

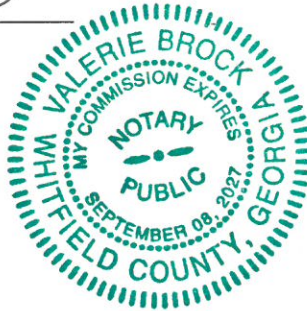
Gene S. Officer  
By:

Dated August 31 20 23.  
City of Dalton

\_\_\_\_\_  
By:  
Its:

Dewald  
Unofficial Witness

Valerie Brock  
Notary Public  
My commission expires:



# General Durable Power of Attorney of Mary Ann Pierce

I, Mary Ann Pierce of Whitfield County, Georgia, am creating a Durable Power of Attorney under the laws of the State of Georgia. I revoke all Powers of Attorney previously granted by me as Principal and terminate all agency relationships created by me except:

powers granted by me under any Advance Health Care Directive;

powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory; and

powers granting access to a safe-deposit box.

## Article One Appointment of Attorney in Fact

### Section 1.01 Initial Attorney in Fact

I appoint Gene Franklin Officer to serve as my Attorney in Fact.

### Section 1.02 Prior or Joint Attorney in Fact Unable to Act

A successor Attorney in Fact or an Attorney in Fact serving jointly with another Attorney in Fact may establish that the acting Attorney in Fact or joint Attorney in Fact is no longer able to serve as Attorney in Fact by signing an affidavit that states that the Attorney in Fact is not available or is incapable of acting. The affidavit may be supported by a death certificate of the Attorney in Fact, a certificate showing that a guardian or conservator has been appointed for the Attorney in Fact, a physician's letter stating that the Attorney in Fact is incapable of managing his or her own affairs, or a letter from the Attorney in Fact stating his or her unwillingness to act or delegating his or her power to the successor Attorney in Fact.

## Article Two Effectiveness of Appointment - Durability Provision

### Section 2.01 Effectiveness

The authority granted to my Attorney in Fact under this power of attorney will be effective immediately upon signing.

### Section 2.02 Durability

The authority granted to my Attorney in Fact under this power of attorney will not be affected by my subsequent disability, incompetency, incapacity, or lapse of time.

### Section 2.03 Term of Durable Power of Attorney

This Durable Power of Attorney expires at the earliest of:

- my death (except for post-death matters allowed under Georgia law); or
- my revocation of this power of attorney.

Dated: November 3, 2020

*Gene Franklin Officer*  
Gene Franklin Officer, Principal

STATE OF GEORGIA )  
 ) SS.  
COUNTY OF WHITFIELD )

Personally appeared before me, Gene Franklin Officer, as Principal, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this day, November 3, 2020.



*[Signature]*  
\_\_\_\_\_  
Notary Public

08/31/23  
Lena Miller

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