

Record and return to:  
G. Gargandi Vaughn  
City Attorney  
City of Dalton  
Mitchell & Mitchell, P.C.  
P.O. Box 668, Dalton, GA 30722

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## CEMETERY EASEMENT MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of October, 2020, by and between Internal Management, Inc. (hereinafter "Grantee"), and the CITY OF DALTON, a Georgia municipal corporation (hereinafter "City"). WHEREAS, the Grantee has received a cemetery easement from the City, located in West Hill Cemetery, on that certain tract or parcel of land as shown on the plat prepared by \*\*\*\*\* of \*\*\*\*\* Surveying, G.R.L.S No.: \*\*\*\*\* dated \*\*\*\*\* shown as Exhibit A and as recorded by deed in the land records of Whitfield County, Georgia, Deed Book \_\_\_\_\_, Page(s) \_\_\_\_, hereinafter called the "Property".

WHEREAS, improvements are being planned by the Grantee to be built or installed on the Property, including a burial mausoleum; and

WHEREAS, the Site Plan provided by the Grantee, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for perpetual maintenance of the property by the Grantee, as indicated, within the confines of the Property; and

WHEREAS the City, Grantee, their successors and assigns, agree that the health, safety and welfare of the residents of the City of Dalton, Georgia, require that on-site maintenance of the Property be accomplished by the Grantee, in perpetuity; and

WHEREAS, the City requires that once constructed or installed as shown on the Plan, the Property shall be adequately maintained by the Grantee, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Grantee, its successors and assigns, shall adequately maintain the Property. Adequate maintenance is herein defined as compliance with the City of Dalton

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Cemetery Maintenance Standards currently published, and as may be amended, by the Public Works Department as shown in Exhibit B.

2. The City, its employees and authorized agents, are hereby authorized to enter upon the Property for the purposes of inspection.
3. In the event the Grantee, its successors and assigns, fails to maintain the Property adequately within a reasonable time period after receiving a written directive from the City, the City may enter upon the Property and take reasonable steps to correct any deficiencies identified by the City not in compliance with the provisions of Exhibit B, and to thereafter charge the reasonable costs of such repairs or maintenance to the Grantee, its successors and assigns. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Property or improvements located thereon, and in no event shall this Agreement be construed to impose any such obligation on the City.
4. The Grantee, its successors and assigns, shall perform the work necessary to keep the Property and improvements adequately maintained in compliance with the requirements as outlined in Exhibit B.
5. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on the Property the Grantee, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual cost incurred by the City hereunder.
6. This Agreement imposes no liability of any kind whatsoever on the City and the Grantee agrees to hold the City harmless from any liability related to the maintenance of the Property.
7.
  - a. This Agreement shall be recorded among the land records of Whitfield County, Georgia, and shall constitute a covenant running with the land, and shall be binding upon Grantee, its executors, assigns, heirs and any other successors in interests,.
  - b. Any deed or conveyance transferring an interest in the land to a subsequent Grantee shall contain language essentially as follows, to wit: "The land conveyed herein is subject to that Cemetery Easement Maintenance Agreement of record in Deed Book \_\_\_\_, Page \_\_\_\_, Whitfield County, Georgia, Clerk's Records" (inserting proper recording data).

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c. Upon any conveyance of the Easement by Grantee to a third party, said Grantee shall notify the City of Dalton in writing addressed to City Administrator, City of Dalton, P.O. Box 1250, Dalton, GA 30722 of the name, address and phone number of the new Grantee; and said notification shall be acknowledged in writing by the new Grantee as the case may be.

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

(Insert Grantee's name/corporation)

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

By: \_\_\_\_\_  
Signature

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

Attest: \_\_\_\_\_  
GRANTEE (printed name)

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

City of Dalton, Georgia

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

BY: \_\_\_\_\_

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

Authorized Signatory  
CITY OF DALTON