

## **RESOLUTION 24-06**

### **A RESOLUTION AUTHORIZING TRANSFER OF CERTAIN REAL PROPERTY TO CITY OF DALTON BOARD OF EDUCATION**

**WHEREAS**, the City acquired certain real property commonly known as and referenced herein as the “Dalton High School Tennis Courts” in 2007, which real property is more particularly described in a certain quitclaim deed from the City of Dalton Board of Education to the City of Dalton dated May 31, 2007 and recorded on or about June 22, 2007 in the Whitfield County, Georgia Land Records at Deed Book 5028, Pages 226-228; and

**WHEREAS**, the Dalton High School Tennis Courts are in need of certain maintenance and repairs; and

**WHEREAS**, the Dalton High School Tennis Courts are not needed or used by the City; and

**WHEREAS**, the Dalton High School Tennis Courts are primarily used by Dalton Public Schools under the direction and authority of the City of Dalton Board of Education; and

**WHEREAS**, the City of Dalton Board of Education is willing to accept the Dalton High School Tennis Courts for public purposes and assume the cost of maintaining a repairing the same; and

**WHEREAS**, the City has determined that it is advisable and in the best interests of the citizens of the City of Dalton to transfer the Dalton High School Tennis Courts to the Dalton Board of Education; and

**WHEREAS**, the transfer of the Dalton High School Tennis Courts to the City of Dalton Board of Education is authorized by and complies with O.C.G.A. §36-37-6(e)(2)(D);

**NOW, THEREFORE, BE IT RESOLVED**, that the City shall transfer the Dalton High School Tennis Courts to the City of Dalton Board of Education.

**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 Quit Claim Deed in substantially the form attached hereto as Exhibit “1” and incorporated herein by reference (the “Quit Claim Deed”) to transfer the Dalton High School Tennis Courts to the City of Dalton Board of Education, 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 5<sup>th</sup> day of February, 2024.

**CITY OF DALTON, GEORGIA**

\_\_\_\_\_  
Annalee Sams  
Mayor

ATTESTED TO:

\_\_\_\_\_  
City Clerk

# EXHIBIT 1

[Space above this line for recording data.]

---

Please Record and Return To:

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

## QUIT CLAIM DEED

**Georgia, Whitfield County**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Grantor, and the **City of Dalton Georgia Board of Education**, a political subdivision of the State of Georgia, Grantee.

The words “Grantor” and “Grantee” whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of 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 grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

**THE GRANTOR**, for and in consideration of the sum of one dollar and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, convey, remise, release and forever quit claim unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have in and to the land as more particularly described in Exhibit “A” attached hereto (the “Property”), reference to which is hereby made and incorporated herein by reference.

**THERE IS HEREBY RESERVED TO GRANTOR**, an easement across the Property for the use of the public to utilize the recreational facilities located on the Property at such times as the Grantee and its guests are not utilizing the Property for school related events on the Property.

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

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

Signed, sealed and delivered  
in the presence of:

**City of Dalton**

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

By: \_\_\_\_\_  
Mayor

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

Attest: \_\_\_\_\_  
Clerk

My commission expires:

[Notarial Seal]

[Corporate Seal]

## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 198 in the 12th District and 3<sup>rd</sup> Section of Whitfield County, Georgia, as shown by that certain plat of survey for "City of Dalton Recreation Department" by Marcus Eugene Cook, Georgia Registered Land Surveyor No. 1935, dated July 16, 1979, and described more particularly according to said plat of survey as follows:

BEGINNING at a point on the north right of way line of Manly Street (50 ft R/W) which is 230.28 feet from the intersection of said right of way with the south right of way line of Waugh Street (said intersection being the easternmost of the two existing intersections of Manly and Waugh Streets); thence running along said north right of way line of Manly Street as it curves to the left with radius of 415.74 feet and an arc distance of 363.29 feet; thence, continuing along said north right of way line of Manly Street, north 64 degrees 22 minutes 09 seconds west a distance of 310.54 feet; thence north 24 degrees 37 minutes 00 seconds east a distance of 143.80 feet; thence south 66 degrees 35 minutes 00 seconds east a distance of 117.25 feet; thence north 64 degrees 46 minutes 00 seconds east a distance of 331.36 feet; thence south 25 degrees 09 minutes 00 seconds east a distance of 386.9 feet to the north right of way line of Manly Street and the POINT OF BEGINNING.