

Return To:
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P. O. Box 668
Dalton, GA 30722-0668

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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 4Partners, LLC ("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 911 Market Street Dalton, Georgia, with the legal description as shown in Exhibit "A" attached hereto and made a part hereof:

Tax Parcel I. D. # 12-261-01-006

is abandoned and/or dilapidated which amounts to a violation of the City's ordinances. The City contacted Owner of the Sign and has demanded that the Owner pay for the removal of the Sign 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 demolish the Sign expediently. As a result, the parties 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 Real 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 demolition 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: 613 S. 3rd Avenue, Chatsworth, GA 30705.

3. 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 Real 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 his 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 _____, 20____.

4 Partners LLC

Dated _____, 20____.

City of Dalton

By: Its Member/Manager

By:
Its:

Unofficial Witness

Notary Public
My commission expires:

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 261 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as per plat of survey prepared by Marcus Eugene Cook, Georgia Registered Land Surveyor No. 1935, dated January 11, 1990, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located on the east line of Land Lot No. 261, said iron pin being located south 02 degrees 07 minutes 37 seconds west a distance of 200 feet from an iron pin marking the intersection of said east line of said Land Lot No. 261 with the south right of way line of Walnut Avenue; thence from said point of beginning south 02 degrees 07 minutes 37 seconds west a distance of 306.98 feet to an iron pin; thence north 81 degrees 05 minutes 00 seconds west a distance of 318.10 feet to an iron pin; thence north 20 degrees 46 minutes 00 seconds east a distance of 285.10 feet to an iron pin; thence north 86 degrees 59 minutes 50 seconds west a distance of 165.47 feet to an iron pin located on the east right of way line of Market Street; thence north 03 degrees 06 minutes 00 seconds east, along the east right of way line of Market Street, a distance of 40 feet to an iron pin; thence south 82 degrees 28 minutes 00 seconds east a distance of 200 feet to an iron pin; thence south 80 degrees 33 minutes 18 seconds east a distance of 191.98 feet to an iron pin located on the east line of Land Lot No. 261 and the **POINT OF BEGINNING**.

ALSO conveyed herein is a perpetual non-exclusive easement for ingress and egress to the above described property, said easement being in Land Lot No. 261 in the 12th District and 3rd Section of Whitfield County, Georgia, and running in a southerly direction from Walnut Avenue to the north line of the above described property and said easement being more particularly described as follows:

BEGINNING at a point located on the south right of way line of Walnut Avenue, said point being located north 80 degrees 26 minutes west a distance of 153.60 feet from the intersection of the said south right of way line of Walnut Avenue with the east line of said Land Lot No. 261; thence south 27 degrees 58 minutes 57 seconds east a distance of 52.51 feet; thence south 09 degrees 34 minutes west a distance of 157 feet; thence north 80 degrees 33 minutes 18 seconds west a distance of 24 feet; thence north 09 degrees 34 minutes east a distance of 148.89 feet; thence north 27 degrees 58 minutes 57 seconds west a distance of 62.80 feet to a point located on the south right of way line of Walnut Avenue; thence south 80 degrees 26 minutes east, along the south right of way line of Walnut Avenue, a distance of 30.27 feet to a point and the **POINT OF BEGINNING**.

For prior title, see Deed Book 5972 Page 45, Whitfield County, Georgia Land Records.