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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 Venture Partners of Dalton, 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 937 Market Street Dalton, Georgia, with the following legal description:

[SEE EXHIBIT "A" ATTACHED ]

Tax Parcel I. D. # 12-261-33-000

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 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 remove 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 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: 130 Misty Meadows Lane, Ringgold, GA 30736.

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 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 \_\_\_\_\_, 20\_\_\_\_.

Venture Partners of Dalton, 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 of the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described by plat of survey by Whitfield Engineering Company dated September 28, 1989, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING of the tract of land herein described, commence at point located at the intersection of the east right of way line of Market Street and the south right of way line of Walnut Avenue; thence south 03 degrees 06 minutes 00 seconds west, along the east right of way line of Market Street a distance of 217.75 feet to a point; thence south 20 degrees 03 minutes 00 seconds west, along the east right of way line of Market Street a distance of 679.52 feet to the southeast terminus of the existing right of way of Market Street; thence south 20 degrees 03 minutes west, along the proposed east right of way line of Market Street a distance of 3.96 feet; thence along an arc with a radius of 65 feet a distance of 15.03 feet along the proposed east right of way of Market Street; thence south 02 degrees 53 minutes 45 seconds west, along the proposed east right of way line of Market Street a distance of 37.88 feet to a point which is the TRUE POINT OF BEGINNING of the tract of land herein described; from the TRUE POINT OF BEGINNING thus established, thence south 87 degrees 06 minutes 15 seconds east a distance of 165 feet to an iron pin; thence south 02 degrees 53 minutes 45 seconds west a distance of 140 feet to an iron pin; thence north 87 degrees 06 minutes 15 seconds west a distance of 165 feet to an iron pin on the proposed east right of way line of Market Street; thence north 02 degrees 53 minutes 45 seconds east a distance of 140 feet to an iron pin which is THE POINT OF BEGINNING.

TOGETHER WITH and subject to a non-exclusive perpetual easement 50 feet in width for the purpose of ingress and egress as well as for the placement of utility services above, upon and/or below the following described real estate, to-wit:

BEGINNING at the southeast terminus of Market Street, said point being located in a southerly direction, as measured along said right of way line, a distance of 897.27 feet from the point of intersection of said right of way line and the south right of way line of Walnut Avenue; thence south 20 degrees 03 minutes west a distance of 3.96 feet to a point; thence along an arc with a radius of 65 feet a distance of 15.03 feet to a point; thence south 02 degrees 53 minutes 45 seconds west a distance of 177.88 feet to an iron pin; thence north 87 degrees 06 minutes 15 seconds west a distance of 50 feet, more or less, to the property now or formerly owned by Cracker Barrel Old Country Store, Inc.; thence in a northerly direction along the eastern boundary of property now or formerly owned by Cracker Barrel Old Country Store, Inc. to the southwesterly terminus of the public right of way designated as Market Street; thence in an easterly direction along the southern terminus of the public right of way designated as Market Street to its southeasterly terminus and THE POINT OF BEGINNING.

For prior title, see Deed Book 6649 Page 672, Whitfield County, Georgia Land Records.