

COUNTY OF FAYETTE

STATE OF GEORGIA

TREE REMOVAL AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Tyrone, a municipal corporation of the State of Georgia, acting by and through its Mayor and Council, hereinafter, the "Town," and Donnie B. Wade and Cynthia L. Wade, owners as joint tenants with rights of survivorship, hereinafter, the "Property Owners," of that certain realty located at 125 Lynwood Avenue, Tyrone, Georgia 30290, hereinafter the "Subject Property," for the purpose of the Town working in concert with the Property Owners to remove a tree situated on property owned by the Town and the Property Owners, the "Unsafe Tree," and for other purposes (the "Agreement").

W I T N E S S E T H:

WHEREAS, the Town is a duly chartered municipal corporation existing in the State of Georgia, and is governed by the Mayor and Council for the Town; and

WHEREAS, the Town understands that the Unsafe Tree is situated partly on Town property and partly on the Subject Property; and

WHEREAS, the Town has determined that the Unsafe Tree is in need of immediate removal; and

WHEREAS, the Property Owners have the requisite authority to authorize the removal of the Unsafe Tree; and

WHEREAS, the Property Owners desire to cooperate with the Town with respect to the removal of the Unsafe Tree.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the Property Owners, the Town and the Property Owners agree as follows:

1.

Certified Arborist Nick LeCroy has opined that the Unsafe Tree should be removed “as soon as possible.” Email from Trich LeCroy dated August 31, 2022 attached as Exhibit “A.” The Town has received an estimate for removal of the Unsafe Tree from Zamora Tree Service in the amount of FIVE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$5,250.00) DOLLARS. This amount includes grinding the stump.

2.

The Town and the Property Owners agree that the location of the Unsafe Tree on the Subject Property, and in close proximity to Lynnwood Avenue, causes the Town and the Property Owners to willingly work in concert to remove the Unsafe Tree. The Property Owners agree to contribute EIGHT HUNDRED AND 00/100 (\$800.00) DOLLARS (the “Contribution”) toward removal of the Unsafe Tree. The Town will invoice the Property Owners for the Contribution and the Property Owners agree to pay the Contribution within 30 days of their receipt of the notice to pay. Additionally, the Property Owners, through this Agreement, hereby grant a license to the Town for the Town to take all action necessary to remove the Unsafe Tree.

3.

The Property Owners are fee simple owners of the Subject Property by virtue of a Warranty Deed recorded at Deed Book 1331, Page 608, recorded December 18, 1998, in the Deed Records of Fayette County, Georgia. The aforementioned Warranty Deed was re-recorded

at Deed Book 3094, Page 672, on September 14, 2006 to correct the legal description in the originally-recorded Warranty Deed. The Property Owners are clothed with sufficient authority to grant this license. The Property Owners hereby grant a license to the Town for it to exercise all reasonable efforts to remove the Unsafe Tree from the Subject Property. The Property Owners hereby provide this license for the Town to enter and remain on the Subject Property, during the hours of 8:00 a.m. to 7:00 p.m. for a period of 30 days beginning with the receipt of notification by the Property Owners of the Town's intention to begin the removal of the Unsafe Tree. The Property Owners agree to indemnify the Town against any damages to property or injuries to persons which occur during the course of prosecuting the activity of tree removal, absent the negligence of the Town or its agents.

4.

The Town will notify the Property Owners at least 48 hours before commencement of its activities to go onto the Subject Property to remove the Unsafe Tree. When notices are provided to either the Town or the Property Owners, the notices will be deemed to be received within three business (3) days of the U.S. Mail postmark if mailed to the addresses below:

For the Town:

Mr. Brandon Perkins, Town Manager  
950 Senoia Road  
Tyrone, Georgia 30290

For the Property Owners:

Mr. Donnie B. Wade  
255 East Crestwood Road  
Tyrone, Georgia 30290

5.

This Agreement is a full and complete statement of the agreement of the Town and the Property Owners as to the subject matter hereof and has been authorized by proper action of the respective parties.

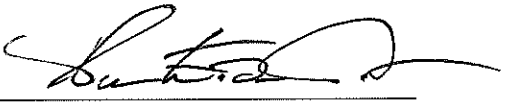
6.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the Town and the Property Owners have set their hands and affixed their seals on the date first above written.

MAYOR AND COUNCIL FOR THE  
TOWN OF TYRONE, GEORGIA

(SEAL)

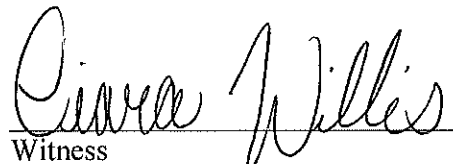
BY:   
H. ERIC DIAL, Mayor

ATTEST:

  
Dee Baker, Town Clerk


Approved as to form:

Town Attorney

  
Witness

  
Witness

PROPERTY OWNERS

BY:   
DONNIE B. WADE

BY:   
CYNTHIA L. WADE