

AGREEMENT TO PURCHASE REAL ESTATE

Project # Hill at 6th Street Improvements

Parcel # 8 - Annette Touchstone

Tax Parcel ID # 003 07031 - 620 North Sixth Street

GEORGIA, SPALDING COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to THE CITY OF GRIFFIN an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 160 of the 3rd District of Spalding County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$1,000.00, the undersigned agrees to execute and deliver to The City of Griffin fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

907	Square Feet of Right of Way
387	Square Feet of Temporary Drive Easement
N/A	Square Feet of Construction and Maintenance Easement
345	Square Feet of Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference. (See attached Exhibit "B" for special provisions)

Witness my hand and seal this 27th day of July, 2015.

Signed, Sealed and Delivered
in the presence of:

Annette Touchstone

Annette Touchstone (Seal)

____ (Seal)

CITY OF GRIFFIN

Witness

Emmett C. Touchstone

Notary Public



Approved By: _____

(Title)

(Date)

APPROVED AS TO FORM

THIS 31st DAY OF August, 2015

BY: Andrew J. Whalmsley

"Exhibit B

Parcel 8 - Annette Touchstone - 620 North Sixth Street

The City of Griffin, in consideration of the sale of the land and easement for a total consideration of \$1,000.00, agrees to the following special provisions:

1. The City of Griffin will remove any Underground Gas Storage Tank that may be located on or within the required right of way to be purchased, finalize the UST closure report for any tank located, wholly or partially, within the required right of way that it may be necessary for the City to remove, backfill the hole from and pave over the area of the tank removal with like material, all at the expense of the City. If the UST is found to be located in the temporary easement only, the City not remove the UST but will direct its contractor to take every precaution not to damage the tank. Any portion of the concrete or asphalt removed in the temporary easement area will be replaced by the contractor. The City WILL NOT accept any responsibility for any product discharge or contamination due to UST failure of any kind on this property or any adjoining property. The City WILL NOT undertake any cleanup efforts or remediation due to UST failure on this parcel.
2. The City will prepare a letter stating that the tract's present grandfathered status, as described in the letter from the City, dated October 15, 2009, with the requirement of only seven (7) parking spaces, will not change due to the conveyance of 807 square feet of right of way and a temporary easement. This grandfathered status shall remain in effect as long as conditions of the previous letter are met and the tract's utility connections are maintained.
3. The City or its contractor will remove the Gulf sign located in the required right of way from the pole and place the Gulf Sign next to the building on the remaining property of this parcel.
4. The owner agrees to execute a right of entry in favor of the City of Griffin in order to allow the City or its contractor the right to enter the remaining property to place the Gulf sign and/or to repair the area if any UST is removed.

