

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Administration **Presenter(s) & Title:** Billy Peppers
City Manager

Agenda Item Title:

Discussion and Possible Action on Removal of a Restrictive Covenant for Cherokee County on 4.4 Acres at Bluffs Parkway in Exchange for a Limited Warranty Deed for the Former Tippens Elementary School Site

Summary:

The City and County entered into an Intergovernmental Agreement for a real estate transfer allowing for the City to take ownership of the former North Canton/Tippens Elementary School Site at 8 Glenwood Street in exchange for the City removing a deed restriction on property located on Bluffs Parkway that was transferred as part of fire consolidation. The City will own the former school site and the County will not be required to place a fire station on the Bluffs property.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: _____ Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff recommends approval and execution of the Removal of a Restrictive Covenant for Cherokee County on 4.4 Acres at Bluffs Parkway and accepting the Limited Warranty Deed for the former Tippens Elementary School

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

IGA for Real Estate Transaction; Limited Warranty Deed for Old Tippens Elementary School; Removal of Restrictive Covenant for 4.4 Acres at Bluffs Parkway

STATE OF GEORGIA
COUNTY OF CHEROKEE

INTERGOVERNMENTAL REAL ESTATE EXCHANGE AGREEMENT

This INTERGOVERNMENTAL REAL ESTATE EXCHANGE AGREEMENT ("Agreement"), dated as of the 2nd day of May, 2023 (the "Effective Date"), is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter "County"), and the CITY OF CANTON, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Canton City Council (hereinafter "City"),

RECITALS

WHEREAS, County is the owner of certain real property consisting of approximately 7.49 acres located at 8 Glenwood Street, Canton, Georgia 30114, with such real property being commonly known as the former L.R. Tippens Elementary School and identified in the records of the Cherokee County Tax Assessor as Parcel 91N01D005, with said property being further described and identified in the documents contained hereto as Exhibit A (hereinafter "County Parcel"); and

WHEREAS, City was the previous owner of a vacant parcel consisting of approximately 4.4 acres and identified in the records of the Cherokee County Tax Assessor as Parcel 14N22006K, and said property is further identified in the documents contained hereto as Exhibit B (hereinafter "City Parcel"); and

WHEREAS, on or about September 20, 2016, County entered into a Fire & Emergency Services Consolidation Agreement for the merging of certain fire and emergency services in order to allow the County to provide such services to the City; and

WHEREAS, as part of this Fire & Emergency Services Consolidation Agreement, the County acquired certain parcels of real estate from the City in order to provide the fire and emergency services required, including the City Parcel which contained a deed restriction regarding the use of the City Parcel; and

WHEREAS, County and City hereby desire to effectuate a real estate exchange where City will acquire ownership of the County Parcel and, in consideration of such, City will waive/release the deed restriction regarding the City Parcel; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exchange.

County agrees to convey the County Parcel to City, and City agrees to waive/release any and all deed restrictions in place regarding the City Parcel. City agrees to accept the conveyance of the County Parcel and County agrees to accept the waiver/release of any and all deed restrictions regarding the City Parcel.

2. Consideration.

County and City hereby agree that each have received good and valuable consideration by the exchange/acceptance of the real estate identified herein.

3. Property Investigation Period.

Each party shall have a period of thirty (30) days, commencing on the Effective Date (the "Due Diligence Period"), to review the respective properties to be exchanged pursuant to this Agreement (including conducting such tests, studies, surveys, and/or other physical inspections of the properties as such party deems necessary or appropriate) and all information relating thereto (the "Inspections"). If either party is dissatisfied with the respective property to be exchanged, for any reason or no reason whatsoever, then such party shall have the right to terminate this Agreement upon written notice to the other delivered at any time prior to 5:00 p.m. (EST) on the last day of the Due Diligence Period, in which event this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which survive the termination of this Agreement). In the event either party shall fail to notify the other of its election to terminate this Agreement prior to 5:00 p.m. (EST) on the last day of the Due Diligence Period, then such party shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement.

4. Warranties of Title.

County warrants that it presently has good and marketable title to the County Property. At the time of Closing, County agrees to convey good and marketable title to the said County Property by limited warranty deed.

City warrants that it presently has the authority to waive/release the deed restrictions in place on the City Parcel and agrees to relinquish such restrictions at the time of Closing.

5. Title Examinations.

Each party shall have a reasonable time after the Effective Date to examine title and to furnish the opposite party with a written statement of objections affecting the marketability of the title to each of the respective parcels to be exchanged pursuant to this Agreement. The party receiving such written statement of objections, if any, shall have a reasonable time after receipt of such objections to satisfy all valid objections. If the party receiving such written statement of objections fails to satisfy such valid objections within a reasonable time, then, the opposite party may, at its sole discretion, elect to terminate this agreement.

6. AS-IS.

(a) County acknowledges that it has made thorough inspections and investigations of the City Parcel and County agrees to accept the waiver of the deed restrictions to the City Parcel "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the Effective Date of this Agreement. County has undertaken all such investigations of the City Parcel as County

deems necessary or appropriate under the circumstances as to the status of the City Parcel and accepts such as-is.

(b) City acknowledges that it has made thorough inspections and investigations of the County Parcel and City agrees to take title to the County Parcel "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the Effective Date of this Agreement, subject to reasonable use, ordinary wear and tear. City has undertaken all such investigations of the County Parcel as City deems necessary or appropriate under the circumstances as to the status of the County Parcel and accepts such as-is.

7. No Representations.

(a) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement.

(b) County specifically confirms and acknowledges that in entering into this Agreement, it has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the City Parcel or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the City Parcel, or any other matter or thing with respect thereto, written or unwritten, whether made by City or any agent, employee, or other representative of City, or any other person representing (or purporting to represent) City, which are not expressly set forth in this Agreement. City shall not be liable for or bound by any written or unwritten statements, representations, warranties, or other information pertaining to the County Parcel furnished by City, any agent, employee, or other actual (or purported) representative of City, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(c) City specifically confirms and acknowledges that in entering into this Agreement, it has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the County Parcel or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the County Parcel, or any other matter or thing with respect thereto, written or unwritten, whether made by County or any agent, employee, or other representative of County, or any other person representing (or purporting to represent) County, which are not expressly set forth in this Agreement. County shall not be liable for or bound by any written or unwritten statements, representations, warranties, or other information pertaining to the County Parcel furnished by County, any agent, employee, or other actual (or purported) representative of County, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(d) The provisions of this Section 7 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

8. Condition of Properties at Closing.

(a) County warrants that at time of Closing, the County Parcel will be in the same or similar condition as it was on the Effective Date of this Agreement.

(b) City warrants that at time of Closing, the City Parcel will be in the same or similar condition as it was on the Effective Date of this Agreement.

9. No Commission to Broker.

Neither party has used the services of any real estate broker or agent in conjunction with any aspect of this agreement and/or the transaction contemplated by this agreement. Each party hereby warrants and affirms to the other that no real estate broker or agent is entitled to any commission or other compensation in this transaction.

10. Closing and Possession.

(a) This transaction shall be closed by the Closing Attorney on or before the 31st day of May, 2023, provided however that if a party fails to satisfy valid title objections, or the Closing Attorney requires additional time to assess the applicable chain or chains of title, either party may, at its option, by written notice to the other, extend this Agreement's closing date up to fourteen (14) calendar days from the closing date above.

(b) Each party shall retain possession of their respective parcels until the date and time of closing.

11. Miscellaneous.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

(b) This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

(c) Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of either party set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

(d) Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "Business Day" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Georgia.

(e) This Agreement cannot under any circumstance be modified or amended orally, and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both parties.

(f) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Neither party may assign, transfer, or convey its rights and obligations under this Agreement or in the Property without the prior written consent of the other party. If a party consents to such assignment, and an assignee assumes all obligations under this Agreement in writing, then upon the effective date of the assignment of this Agreement to such assignee, the assigning party shall be released from all obligations under this Agreement.

(g) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as

possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

(h) Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Georgia and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

(i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute one and the same instrument.

(j) The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

(k) No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

(l) This Agreement shall not be deemed an offer or binding upon any party until this Agreement is fully executed and delivered by each party hereto.

(m) The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notices, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of (but no later than), or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. EST on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notices, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of (but no later than), or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[signature page to follow]

APPROVED by the Cherokee County Board of Commissioners
this 2nd day of May, 2023.

Signed On Behalf of Cherokee County, Georgia:

By:

HARRY B. JOHNSTON, Chairman

Date

Attest:

CHRISTY BLACK, County Clerk

Date



APPROVED by the City Council of Canton

this 20 day of April, 2023.

Signed On Behalf of City of Canton, Georgia:

By:

BILL GRANT, Mayor

Date

Attest:

ANNIE FORTNER, City Clerk

Date



LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 192 AND 193 OF THE 14TH DISTRICT, 2ND SECTION, CITY OF CANTON, CHEROKEE COUNTY, GEORGIA, THE BEARINGS OF WHICH ARE BASED ON GEODETIC GRID SYSTEM (GEORGIA WEST ZONE) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (# 4 REBAR) LOCATED ON THE NORTH RIGHT OF WAY (VARIABLE R/W) OF GLENWOOD STREET, SAID IRON PIN BEING LOCATED NORTH 81 DEGREES 53 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 81.00 FEET FROM THE INTERSECTION OF THE WEST RIGHT OF WAY (38' R/W) OF CENTER STREET WITH THE NORTH RIGHT OF WAY OF GLENWOOD STREET AND SAID IRON PIN HAVING STATE PLANE COORDINATES OF NORTH 1546312.7, EAST 2200893.4; THENCE RUNNING NORTH 87 DEGREES 21 MINUTES 36 SECONDS WEST ALONG THE TERMINUS OF GLENWOOD STREET FOR A DISTANCE OF 63.95 FEET TO AN IRON PIN FOUND (1 INCH SQUARE TUBE) LOCATED ON THE SOUTHWEST RIGHT OF WAY OF GLENWOOD STREET; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 19 DEGREES 46 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 112.49 FEET TO AN IRON PIN FOUND (# 4 REBAR); THENCE RUNNING SOUTH 07 DEGREES 12 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 69.60 FEET TO AN IRON PIN FOUND (# 4 REBAR); THENCE RUNNING SOUTH 87 DEGREES 19 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 466.05 FEET TO AN IRON PIN FOUND (AXLE); THENCE RUNNING NORTH 19 DEGREES 51 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 130.00 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 01 DEGREES 04 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 39.00 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 45 DEGREES 53 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 111.06 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 82 DEGREES 38 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 57.77 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 02 DEGREES 25 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 199.03 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 15.57 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 02 DEGREES 53 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 141.92 FEET TO A POINT; THENCE RUNNING NORTH 04 DEGREES 12 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 60.71 FEET TO AN IRON PIN FOUND (# 5 REBAR); THENCE RUNNING NORTH 04 DEGREES 12 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 145.54 FEET TO AN IRON PIN SET (# 5 REBAR); THENCE RUNNING SOUTH 89 DEGREES 02 MINUTES 02 SECONDS EAST FOR A DISTANCE OF



489.55 FEET TO AN IRON PIN FOUND (3/4 INCH OPEN TOP PIPE); THENCE RUNNING SOUTH 20 DEGREES 34 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 264.90 FEET TO AN IRON PIN FOUND (1/2 INCH OPEN TOP PIPE); THENCE RUNNING SOUTH 19 DEGREES 39 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 87.75 FEET TO A CONCRETE MONUMENT WITH NAIL FOUND; THENCE RUNNING SOUTH 15 DEGREES 49 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 86.38 FEET TO AN IRON PIN FOUND (# 4 REBAR); THENCE RUNNING SOUTH 08 DEGREES 43 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 99.11 FEET TO AN IRON PIN FOUND (2 INCH PIPE); THENCE RUNNING SOUTH 33 DEGREES 39 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 94.35 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 7.49 ACRES ACCORDING TO A RETRACEMENT SURVEY FOR CHEROKEE COUNTY GOVERNMENT, PREPARED BY MICHAEL C. MARTIN, GEORGIA R.L.S. NO. 2149, OF MARTIN LAND SURVEYING, P.C., DATED APRIL 30 2022, REVISED AUGUST 15, 2022, JOB NO.22-5812-08D, A COPY OF SAID SURVEY BEING ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

DEED BOOK:14145 PG:199 Filed: 01/04/2017 12:20 PM Clerk File Number: 28-2017-000302
Rec: \$14.00 TRANSFER TAX \$0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA

AFTER RECORDING, PLEASE RETURN TO:

Sarah Van Volkenburgh
Attorney at Law
Jarrard & Davis, LLP
105 Pilgrim Village Drive
Suite 200
Cumming, GA 30040

LIMITED WARRANTY DEED
Vacant Land for Proposed Fire Station

THIS INDENTURE is made this 29 day of December, 2016
between **CITY OF CANTON**, a municipal corporation of the State of Georgia (hereafter in this
Indenture known as "Grantor"), and **CHEROKEE COUNTY, GEORGIA**, a political
subdivision of the State of Georgia (hereafter in this Indenture known and designated as
"Grantee"). (Where the context requires or permits, "Grantor" and "Grantee" shall include their
respective heirs, successors, and assigns).

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100
Dollars (\$ 10.00) and other valuable consideration to Grantor in hand paid, at and before the
sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, and conveyed and does by these presents grant, bargain, sell, and convey to
Grantee, and Grantee's respective heirs, successors and assigns, all of the following described
land and interests in land, estates, easements, rights, improvements, property, fixtures,
equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred
to as the "Premises"):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 207 of the 14th
District, 2nd Section, City of Canton, Cherokee County, Georgia, and being more particularly
described in Exhibit "A".

Also conveyed is the easement rights as described in an Easement Agreement dated April
16, 2015 by and between Cherokee County School System a/k/a Cherokee County School
District a/k/a Cherokee County Board of Education and City of Canton, Georgia.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and
appurtenances thereof, to the use, benefit and behoof of Grantee and the successors and assigns
of Grantee, IN FEE SIMPLE, forever. Grantor shall warrant and forever defend the right, title
and interest in and to said premises unto Grantee, its successors and assigns, against the claims of



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Patty Baker, Clerk of Superior Court - Cherokee County, GA

all persons whomsoever. Provided, however, that in the event that Grantee shall fail to construct a fire station upon the Premises within three (3) years, the Premises shall revert to Grantor following Grantor's notice to Grantee of such failure and Grantee's subsequent failure to construct a fire station within one (1) year of such notice.

IN TESTIMONY WHEREOF, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first above written.

Signed, sealed and delivered
on the 29 day of Dec, 2016
in the presence of:

CITY OF CANTON, a municipal
corporation of the State of Georgia

Alm A. Pagan
Unofficial Witness

Gene H. Hoggard
Gene Hoggard, Mayor, City of Canton

Terresa Fitts
Notary Public

Susan C. Stanton
Susan C. Stanton, City Clerk



SEAL
COPY

DEED BOOK:14145 PG:201 Filed: 01/04/2017 12:20 PM Clerk File Number: 28-2017-000302
Rec: \$14.00 TRANSFER TAX \$0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA

Exhibit A

CITY PROPERTY

A tract or parcel of land situated in land lot 207, 14th. District, 2nd. Section, City of Canton, Cherokee County, Georgia, the bearings of which are based on State Plane Grid System (Georgia West Zone) and being more particularly described as follows:

Commence at a concrete right of way monument on the westerly right of way line of the Bluffs Parkway at Station 12+88.72 - 50' left of the centerline as recorded in deed book 5473 page 147 of Cherokee County, Georgia records and having State Plane Coordinates of N- 1,554,507.8, E-2,204,896.0; thence along said westerly right of way S04°28'18"E for a distance of 412.64 feet to the intersection of said property and the common line between property now or formerly owned by (i) Cherokee County School District and (ii) Waterstone at The Bluffs Phase 1 as recorded in plat book 99 page 129 of Cherokee County, Georgia records to the **Point of Beginning**; thence continuing along said right of way, S04°28'18"E for a distance of 65.95 feet; thence leaving said westerly right of way of the Bluffs Parkway, westerly 26.81 feet along the arc of a curve, concave to the north, having a central angle of 38°24'20", a radius of 40.00 feet, and a chord bearing and distance of S71°42'22"W and 26.31 feet; thence N80°00'00"W for a distance of 266.10 feet; thence S00°00'00"W for a distance of 78.75 feet; thence S89°59'50"W for a distance of 739.78 feet to the 1060 contour line of the reservoir which is the property line; thence along said 1060 contour line the following 9 courses and distances: [N14°00'02"W for a distance of 19.57 feet; N43°42'50"W for a distance of 37.84 feet; N01°09'07"W for a distance of 40.75 feet; N13°44'43"E for a distance of 54.34 feet; N52°30'02"E for a distance of 58.55 feet; N49°15'30"E for a distance of 38.34 feet; N12°18'29"W for a distance of 5.72 feet; S69°20'03"W for a distance of 52.85 feet; N29°13'39"E for a distance of 22.29 feet] to the intersection of the 1060 contour line with the common line between property now or formerly owned by (i) Cherokee County School District and (ii) Waterstone at The Bluffs Phase 1 as recorded in plat book 99 page 129 of Cherokee County, Georgia records; thence along said common line for the following 3 courses and distances: [N86°51'22"E for a distance of 750.03 feet; S03°08'38"E for a distance of 111.38 feet; N86°51'22"E for a distance of 254.18 feet] to the **Point of Beginning** of said tract.

Containing 4.40 acres or 191,686 square feet being more specifically shown on a Boundary Survey prepared for Cherokee County School District, by Mitchell Surveying & Consulting, LLC., dated: March 9, 2015, last revised: April 9, 2015, (Job No. 15006), unto which reference is hereby made.

When Recorded, Please Return To:

City of Canton, Georgia
ATTN: City Manager
110 Academy Street
Canton, Georgia 30114

(For Official Use Only)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS LIMITED WARRANTY DEED is hereby made this ____ day of August, 2023 between and by CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter referred to as “Grantor”), as party of the first part, and CITY OF CANTON, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Canton City Council (hereinafter referred to as “Grantee”), as party of the second part (the words “Grantor” and “Grantee” to include each party’s respective heirs, executors, administrators, successors, and assigns, where the context requires or permits).

WITNESSETH

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, has quitclaimed, granted, bargained, sold, aliened, and conveyed, and by these presents does hereby quitclaim, grant, bargain, sell, alien, and convey unto Grantee the following described real property located in Cherokee County, Georgia:

SEE EXHIBIT “A” AND EXBHIT “A-1” ATTACHED HERETO AND MADE A PART OF HEREOF

TO HAVE AND TO HOLD the said described premises to the said Grantee so that neither the said Grantor nor any person or persons claiming under it shall at any time, by any

means or ways, have claim or demand any right or title to the aforesaid described property or its appurtenances or any right thereof.

THIS CONVEYANCE has been authorized by a resolution of the Cherokee County Board of Commissioners at a duly authorized meeting of said Body.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed on the day and year first above written.

By:

HARRY B. JOHNSTON, Chairman
Cherokee County Board of Commissioners

Signed, Sealed, and Delivered
in the Presence of:

Signature of Unofficial Witness

Signature of Notary Public

(Notary Seal/Stamp)

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 192 AND 193 OF THE 14TH DISTRICT, 2ND SECTION, CITY OF CANTON, CHEROKEE COUNTY, GEORGIA, THE BEARINGS OF WHICH ARE BASED ON GEODETIC GRID SYSTEM (GEORGIA WEST ZONE) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (# 4 REBAR) LOCATED ON THE NORTH RIGHT OF WAY (VARIABLE R/W) OF GLENWOOD STREET, SAID IRON PIN BEING LOCATED NORTH 81 DEGREES 53 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 81.00 FEET FROM THE INTERSECTION OF THE WEST RIGHT OF WAY (38' R/W) OF CENTER STREET WITH THE NORTH RIGHT OF WAY OF GLENWOOD STREET AND SAID IRON PIN HAVING STATE PLANE COORDINATES OF NORTH 1546312.7, EAST 2200893.4; THENCE RUNNING NORTH 87 DEGREES 21 MINUTES 36 SECONDS WEST ALONG THE TERMINUS OF GLENWOOD STREET FOR A DISTANCE OF 63.95 FEET TO AN IRON PIN FOUND (1 INCH SQUARE TUBE) LOCATED ON THE SOUTHWEST RIGHT OF WAY OF GLENWOOD STREET; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 19 DEGREES 46 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 112.49 FEET TO AN IRON PIN FOUND (# 4 REBAR); THENCE RUNNING SOUTH 07 DEGREES 12 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 69.60 FEET TO AN IRON PIN FOUND (# 4 REBAR); THENCE RUNNING SOUTH 87 DEGREES 19 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 466.05 FEET TO AN IRON PIN FOUND (AXLE); THENCE RUNNING NORTH 19 DEGREES 51 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 130.00 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 01 DEGREES 04 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 39.00 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 45 DEGREES 53 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 111.06 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 82 DEGREES 38 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 57.77 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 02 DEGREES 25 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 199.03 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 15.57 FEET TO AN IRON PIN SET (# 4 REBAR); THENCE RUNNING NORTH 02 DEGREES 53 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 141.92 FEET TO A POINT; THENCE RUNNING NORTH 04 DEGREES 12 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 60.71 FEET TO AN IRON PIN FOUND (# 5 REBAR); THENCE RUNNING NORTH 04 DEGREES 12 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 145.54 FEET TO AN IRON PIN SET (# 5 REBAR); THENCE RUNNING SOUTH 89 DEGREES 02 MINUTES 02 SECONDS EAST FOR A DISTANCE OF



489.55 FEET TO AN IRON PIN FOUND (3/4 INCH OPEN TOP PIPE); THENCE RUNNING SOUTH 20 DEGREES 34 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 264.90 FEET TO AN IRON PIN FOUND (1/2 INCH OPEN TOP PIPE); THENCE RUNNING SOUTH 19 DEGREES 39 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 87.75 FEET TO A CONCRETE MONUMENT WITH NAIL FOUND; THENCE RUNNING SOUTH 15 DEGREES 49 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 86.38 FEET TO AN IRON PIN FOUND (# 4 REBAR); THENCE RUNNING SOUTH 08 DEGREES 43 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 99.11 FEET TO AN IRON PIN FOUND (2 INCH PIPE); THENCE RUNNING SOUTH 33 DEGREES 39 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 94.35 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 7.49 ACRES ACCORDING TO A RETRACEMENT SURVEY FOR CHEROKEE COUNTY GOVERNMENT, PREPARED BY MICHAEL C. MARTIN, GEORGIA R.L.S. NO. 2149, OF MARTIN LAND SURVEYING, P.C., DATED APRIL 30 2022, REVISED AUGUST 15, 2022, JOB NO.22-5812-08D, A COPY OF SAID SURVEY BEING ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

When Recorded, Please Return To:
Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

Cross Reference:
Book 14145, Page 199
Office of Clerk of Court
of Cherokee County, Georgia

(For Official Use Only)

REMOVAL OF RESTRICTIVE COVENANT

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS REMOVAL OF RESTRICTIVE COVENANT is hereby made this ____ day of August, 2023 between the CITY OF CANTON, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Canton City Council (hereinafter referred to as "Grantor"), as party of the first part, and CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter referred to as "Grantee"), (the words "Grantor" and "Grantee" to include each party's respective heirs, executors, administrators, successors, and assigns, where the context requires or permits).

WITNESSETH

WHEREAS, on or about December 29, 2016, a Limited Warranty Deed was executed by the Grantor to convey a parcel to Grantee which contained a restrictive covenant regarding the use of said parcel, with such Limited Warranty Deed being recorded in the records of the Superior Court Clerk of Cherokee County, Georgia in Deed Book 14145 Page 199 (filed 01/04/2017); and

WHEREAS, specifically, the restrictive covenant listed in the Limited Warranty Deed stated as follows:

"...Provided, however, that in the event that Grantee shall fail to construct a fire station upon the Premises within three (3) years, the Premises shall revert to Grantor following Grantor's notice to Grantee of such failure and Grantee's subsequent failure to construct a fire station within one (1) year of such notice."

WHEREAS, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor has agreed, and Grantee has agreed to accept, a waiver of the restrictive covenant included in the original Limited Warranty Deed regarding the construction of a fire station upon the parcel; and

WHEREAS, the parcel is subject to the original written instrument recorded on or about January 4, 2017 in the records of the Clerk of Superior Court for Cherokee County Georgia, Deed Book 14145, Page 199, however, this document strikes from the original instrument all provisions related to the restrictive covenant regarding construction of a fire station on said parcel.

THIS CONVEYANCE has been authorized by a resolution of the City of Canton City Council at a duly authorized meeting of said Body.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this Removal of Restrictive Covenant on the day and year first above written.

By:

BILL GRANT, Mayor
City of Canton, Georgia

Signed, Sealed, and Delivered
in the Presence of:

Signature of Unofficial Witness

Signature of Notary Public

(Notary Seal/Stamp)

DEED BOOK:14145 PG:199 Filed: 01/04/2017 12:20 PM Clerk File Number: 28-2017-000302
Rec: \$14.00 TRANSFER TAX \$0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA

AFTER RECORDING, PLEASE RETURN TO:

Sarah Van Volkenburgh
Attorney at Law
Jarrard & Davis, LLP
105 Pilgrim Village Drive
Suite 200
Cumming, GA 30040

LIMITED WARRANTY DEED
Vacant Land for Proposed Fire Station

THIS INDENTURE is made this 29 day of December, 2016
between **CITY OF CANTON**, a municipal corporation of the State of Georgia (hereafter in this
Indenture known as "Grantor"), and **CHEROKEE COUNTY, GEORGIA**, a political
subdivision of the State of Georgia (hereafter in this Indenture known and designated as
"Grantee"). (Where the context requires or permits, "Grantor" and "Grantee" shall include their
respective heirs, successors, and assigns).

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100
Dollars (\$ 10.00) and other valuable consideration to Grantor in hand paid, at and before the
sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, and conveyed and does by these presents grant, bargain, sell, and convey to
Grantee, and Grantee's respective heirs, successors and assigns, all of the following described
land and interests in land, estates, easements, rights, improvements, property, fixtures,
equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred
to as the "Premises"):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 207 of the 14th
District, 2nd Section, City of Canton, Cherokee County, Georgia, and being more particularly
described in Exhibit "A".

Also conveyed is the easement rights as described in an Easement Agreement dated April
16, 2015 by and between Cherokee County School System w/k/a Cherokee County School
District w/k/a Cherokee County Board of Education and City of Canton, Georgia.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and
appurtenances thereof, to the use, benefit and behoof of Grantee and the successors and assigns
of Grantee, IN FEE SIMPLE, forever. Grantor shall warrant and forever defend the right, title
and interest in and to said premises unto Grantee, its successors and assigns, against the claims of



DEED BOOK:14145 PG:200 Filed: 01/04/2017 12:20 PM Clerk File Number: 28-2017-000302

Rec: \$14.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

all persons whomsoever. Provided, however, that in the event that Grantee shall fail to construct a fire station upon the Premises within three (3) years, the Premises shall revert to Grantor following Grantor's notice to Grantee of such failure and Grantee's subsequent failure to construct a fire station within one (1) year of such notice.

IN TESTIMONY WHEREOF, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first above written.

Signed, sealed and delivered
on the 29 day of Dec, 2016
in the presence of:

CITY OF CANTON, a municipal
corporation of the State of Georgia

John A. Papp
Unofficial Witness

Gene Hobbard
Gene Hobbard, Mayor, City of Canton

Theresa Pitts
Notary Public

Susan C. Stanton
Susan C. Stanton, City Clerk

**SEAL****COPY**

DEED BOOK:14145 PG:201 Filed: 01/04/2017 12:20 PM Clerk File Number: 28-2017-000302

Rec: \$14.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

Exhibit A

CITY PROPERTY

A tract or parcel of land situated in land lot 207, 14th. District, 2nd. Section, City of Canton, Cherokee County, Georgia, the bearings of which are based on State Plane Grid System (Georgia West Zone) and being more particularly described as follows:

Commence at a concrete right of way monument on the westerly right of way line of the Bluffs Parkway at Station 121+88.72 - 50' left of the centerline as recorded in deed book 5473 page 147 of Cherokee County, Georgia records and having State Plane Coordinates of N- 1,554,507.8, E-2,204,896.0; thence along said westerly right of way S04°28'18"E for a distance of 412.64 feet to the intersection of said property and the common line between property now or formerly owned by (i) Cherokee County School District and (ii) Waterstone at The Bluffs Phase 1 as recorded in plat book 99 page 129 of Cherokee County, Georgia records to the **Point of Beginning**; thence continuing along said right of way, S04°28'18"E for a distance of 65.95 feet; thence leaving said westerly right of way of the Bluffs Parkway, westerly 26.81 feet along the arc of a curve, concave to the north, having a central angle of 38°24'20", a radius of 40.00 feet, and a chord bearing and distance of S71°42'22"W and 26.31 feet; thence N90°00'00"W for a distance of 266.10 feet; thence S00°00'00"W for a distance of 76.75 feet; thence S89°59'50"W for a distance of 739.78 feet to the 1060 contour line of the reservoir which is the property line; thence along said 1060 contour line the following 9 courses and distances: [N14°00'02"W for a distance of 19.57 feet; N43°42'50"W for a distance of 37.84 feet; N01°08'07"W for a distance of 40.75 feet; N13°44'43"E for a distance of 54.34 feet; N52°30'02"E for a distance of 58.55 feet; N49°15'30"E for a distance of 38.34 feet; N12°18'29"W for a distance of 5.72 feet; S69°20'03"W for a distance of 52.85 feet; N29°13'39"E for a distance of 22.29 feet] to the intersection of the 1060 contour line with the common line between property now or formerly owned by (i) Cherokee County School District and (ii) Waterstone at The Bluffs Phase 1 as recorded in plat book 99 page 129 of Cherokee County, Georgia records; thence along said common line for the following 3 courses and distances: [N86°51'22"E for a distance of 750.03 feet; S03°08'38"E for a distance of 111.36 feet; N80°51'22"E for a distance of 254.18 feet] to the **Point of Beginning** of said tract.

Containing 4.40 acres or 191,686 square feet being more specifically shown on a Boundary Survey prepared for Cherokee County School District, by Mitchell Surveying & Consulting, LLC., dated: March 9, 2015, last revised: April 9, 2015, (Job No. 15006), unto which reference is hereby made.