Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
January 19, 2017	H-1

Title

Approval of Purchase of Property for Future CCSD Use

Requested Action

Board Approval of Purchase of Property for Future CCSD Use

Summary Explanation and Background

The School Board is requested to approve the purchase of approximately 40 acres located 1.4 miles south of the intersection of Flatbottom Road and Ball Ground Highway (Highway 372), more specifically the subject property falls between Holcomb Road and Heritage Plantation Drive east of Flatbottom Road in northeast Cherokee County, for future use by CCSD. Cost is $13,000 per acre.

Major System Priority

Addressing Student Population Growth

Financial Impact

$13,000 per acre

Exhibits: (List)

Contract for Sale of Realty and map

Board Action	Source of Additional Information
(For Official School Board Records Only)	Tom Roach 770.479.1406 School Board Attorney

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

CONTRACT FOR SALE OF REALTY

Date: 1/5/2017

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell:

All that tract or parcel of land lying and being in Land Lot Nos. 277 of the 3rd District, 2ND Section, Cherokee County, Georgia, otherwise known as Tax Identification Number: map 03N08, Parcel 029. Being 40.00 acres of land more or less.

including all structures located on said property and all lighting fixtures attached thereto, and all heating, water heating, and plumbing equipment therein; also all plants, trees and shrubbery now on the premises.

The purchase price of said property shall be:

$13,000 per acre per new survey (survey to be paid for by the buyer)

To be paid as follows:

ALL CASH AT CLOSING

Purchaser has paid to the undersigned Seller, receipt whereof is hereby acknowledged by such Seller, the sum of $10,000.00 (Ten Thousand and No/100 Dollars), as earnest money, which earnest money is to be applied as part payment of purchase price of said property at the time sale is consummated.

Seller agrees to furnish a marketable title to said property and agrees to convey said property by warranty deed to Purchaser at time sale is consummated, subject to: (1) All valid restrictions of record; (2) Zoning ordinances affecting the same; (3) Encumbrances as specified in contract.

The Purchaser shall have reasonable time after acceptance of this contract in which to examine title and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this contract shall be null and void.

Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at time sale is consummated.

ADB

Seller warrants that when the sale is consummated, the improvements on the property will be in the same condition as they are on the date this contract is signed by the Seller, natural wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then, at the election of the Purchaser: (a) The contract may be canceled; (b) Purchaser may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of the Seller's damage is determined.

Time is of the essence in this contract.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.

The following stipulations shall if conflicting with printed matter, control:

SPECIAL STIPULATIONS

(1) Purchaser shall pay Georgia real estate transfer tax. Seller to pay 8% Commission at closing split 50/50 between Better Homes and Gardens Real Estate and ERA Sunrise Realty.

(2) Purchaser shall pay closing costs.

(3) Sale shall be closed on or before sixty (60) days from date of contract.

(a) Purchaser requests option to extend contract by thirty (30) days if Georgia Department of Education approval of site purchase is delayed.

(4) Taxes for the current year shall be prorated as of the date of closing.

(5) This contract is subject to and contingent upon approval of the above described tract by the State Board of Education. In the event the State Board of Education does not approve said tract then in that event this contract shall become null and void and all sums paid herein shall be returned to Purchaser.

(6) This Contract is subject to and contingent upon a final vote by the members of the Cherokee County Board of Education to approve the purchase of the subject real property. In the event that the Board of Education does not vote to approve the purchase of the subject property, then this contract shall become null and void and all funds paid shall be refunded to Purchaser.

GDB

(7) This contract is subject to and contingent upon an engineering analysis and site suitability report prepared by a certified engineer designated by Purchaser. In the event that Purchaser determines the site is not suitable for Purchaser's purpose following Purchaser's review of said report, then this contract shall become null and void, and all funds paid herein shall be returned to the Purchaser.

(8) Seller hereby authorizes Purchaser to enter into and upon said tract for purposes of conducting surveys, engineering studies or any other testing deemed necessary by Purchaser, by appointment, and all agree to hold Seller harmless from all claims, injuries and damages arising out of or related to the exercise of these rights, except to the extent such damages arise from the gross negligence or willful misconduct of the Seller or his agents, representatives, employees, or contractors. If purchaser does not close, purchaser will give Seller copies, free of charge, of all studies that purchaser has completed within 5 days after termination.

(9) Purchaser agrees to a 90 Day delayed possession of improvements on the property to allow seller time to remove all/part of existing structures. Seller agrees to leave remaining portions, if any, in good condition and remove any debris associated with said removal process. Purchaser allows Seller to remove any flowers on the property that the seller would like to remove. Seller will have 120 days from closing to remove the flowers.

GBB

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

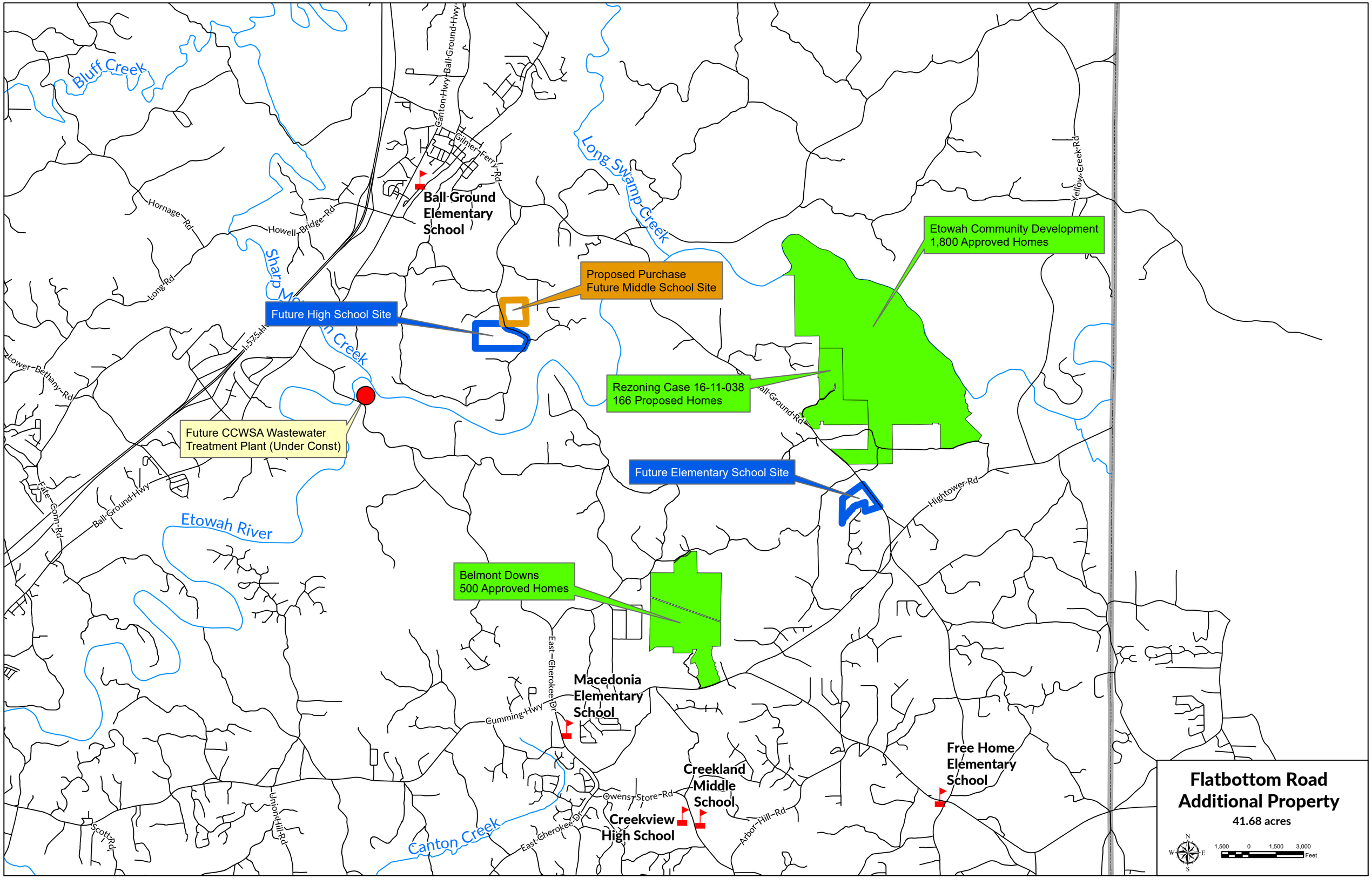
CHEROKEE COUNTY SCHOOL SYSTEM

BY: _____(SEAL)

ATTEST: _____(SEAL)

PURCHASER

Angela D Bryson (SEAL)
Angela D. Bryson, Manager
The Old Bailey Place, LLC
SELLER


Bluff Creek
Canton-Hwy
Ball-Ground-Hwy
Gilmer-Ferry-Rd
Long Swamp Creek
Yellow-Creek-Rd
Ball Ground Elementary School
Hornage-Rd
Howell-Bridge-Rd
Long-Rd
Sharp Mountain Creek
I-575-Hwy
Lower-Bethany-Rd
Proposed Purchase
Future Middle School Site
Future High School Site
Etowah Community Development
1,800 Approved Homes
Rezoning Case 16-11-038
166 Proposed Homes
Ball-Ground-Rd
Future CCWSA Wastewater
Treatment Plant (Under Const)
Tate-Conn-Rd
Ball-Ground-Hwy
Etowah River
Future Elementary School Site
Hightower-Rd
Belmont Downs
500 Approved Homes
East-Cherokee-Dr
Macedonia Elementary School
Cumming-Hwy
Free Home Elementary School
Creekland Middle School
Owens-Store-Rd
Creekview High School
East-Cherokee-Dr
Arbor-Hill-Rd
Union-Hill-Rd
Scott-Rd
Canton Creek
Flatbottom Road
Additional Property
41.68 acres
N
W
E
S
1,500 0 1,500 3,000
Feet