Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 14, 2023	I-1

Title

Real Property Exchange with Cherokee County Government

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Real Property Exchange with Cherokee County Government

Summary Explanation and Background

Pursuant to a previous School Board vote (September 13, 2018) and Board of Commissioners approval on November 7, 2023, it is recommended that the School Board approve the attached Intergovernmental Real Estate Exchange Agreement.

As you will recall, Cherokee County Cherokee County government officials have identified a need for a future fire station in the area of Highway 372 and Julius Bridge Road near property owned by the School District. A close examination of the School District's Highway 372 property identified a 5+/- acre tract on the southeast side of the property that would suit the County's needs and not jeopardize the remaining site for the construction of a future elementary school.

The Superintendent recommends that the 5+/- acre tract located on Highway 372 be exchanged by the School District to Cherokee County in return for the 4.4 tract of real property located adjacent to the Dr. Frank R. Petruzielo Educational Services Facility. This recommended exchange would provide the School District with an opportunity to potentially expand its educational services facility when needed and, more importantly, bring fire protective services into close proximity to the future site of an elementary school.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Intergovernmental Real Estate Exchange Agreement; Limited Warranty Deeds

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Mike McGowan	770.479.1871

STATE OF GEORGIA
COUNTY OF CHEROKEE

INTERGOVERNMENTAL REAL ESTATE EXCHANGE AGREEMENT

This INTERGOVERNMENTAL REAL ESTATE EXCHANGE AGREEMENT ("Agreement"), dated as of the 7th day of November, 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 **CHEROKEE COUNTY SCHOOL SYSTEM D/B/A CHEROKEE COUNTY SCHOOL DISTRICT,** a public school system authorized under the laws of the State of Georgia, acting by and through its governing authority the Cherokee County Board of Education (hereinafter "CCSD"),

RECITALS

WHEREAS, County is the owner of certain real property consisting of approximately 4.40 acres located off Bluffs Parkway, Canton, Georgia 30114, with such real property being identified in the records of the Cherokee County Tax Assessor as Parcel 14N22006K, with said property being further described and identified in the documents contained hereto as Exhibit A (hereinafter "County Parcel"); and

WHEREAS, CCSD is the owner of a parcel consisting of approximately 41.26 acres located at/near the intersection of Hwy 372 and Julius Bridge Road in Ball Ground, Georgia and identified in the records of the Cherokee County Tax Assessor as Parcel 03N21036; and

WHEREAS, CCSD has subdivided a portion of the aforementioned parcel into an approximate 5.0 acre tract with said tract being identified in the documents contained hereto as Exhibit B (hereinafter "CCSD Parcel"); and

WHEREAS, County desires to acquire the CCSD Parcel with the anticipated desire to construct a County operated Fire Station at the location in the future; and

WHEREAS, CCSD desires to acquire the County Parcel due to its continuity and proximity to the administrative facilities of CCSD; and

WHEREAS, County and CCSD hereby desire to effectuate a real estate exchange where CCSD will acquire ownership of the County Parcel and, in consideration of such, County will acquire ownership of the CCSD 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 CCSD, and CCSD agrees to convey the CCSD Parcel to County. County agrees to accept the conveyance of the CCSD Parcel and CCSD agrees to accept the conveyance of the County Parcel.

2. Consideration.

County and CCSD 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 forty-five (45) 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 Parcel. At the time of Closing, County agrees to convey good and marketable title to the said County Parcel by limited warranty deed.

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

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 CCSD Parcel and County agrees to accept title to the CCSD 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 CCSD Parcel as County deems necessary or appropriate under the circumstances as to the status of the CCSD Parcel and accepts such as-is.

(b) CCSD acknowledges that it has made thorough inspections and investigations of the County Parcel and CCSD 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. CCSD has undertaken all such investigations of the County Parcel as CCSD 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 CCSD Parcel or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the CCSD Parcel, or any other matter or thing with respect thereto, written or unwritten, whether made by CCSD or any agent, employee, or other representative of CCSD, or any other person representing (or purporting to represent) CCSD, which are not expressly set forth in this Agreement. CCSD 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 CCSD, any agent, employee, or other actual (or purported) representative of CCSD, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(c) CCSD 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) CCSD warrants that at time of Closing, the CCSD 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 October, 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 7th day of November, 2023.

Signed On Behalf of Cherokee County, Georgia:

By: _____ 11/7/2023
HARRY B. JOHNSTON, Chairman Date

Attest: _____ 11/7/2023
CHRISTY BLACK, County Clerk Date

APPROVED by the Cherokee County School Board of Education
this ____ day of _____, 2023.

Signed On Behalf of Cherokee County School System d/b/a Cherokee County School District:

By: _____ _____
KYLA CROMER, Board Chair Date

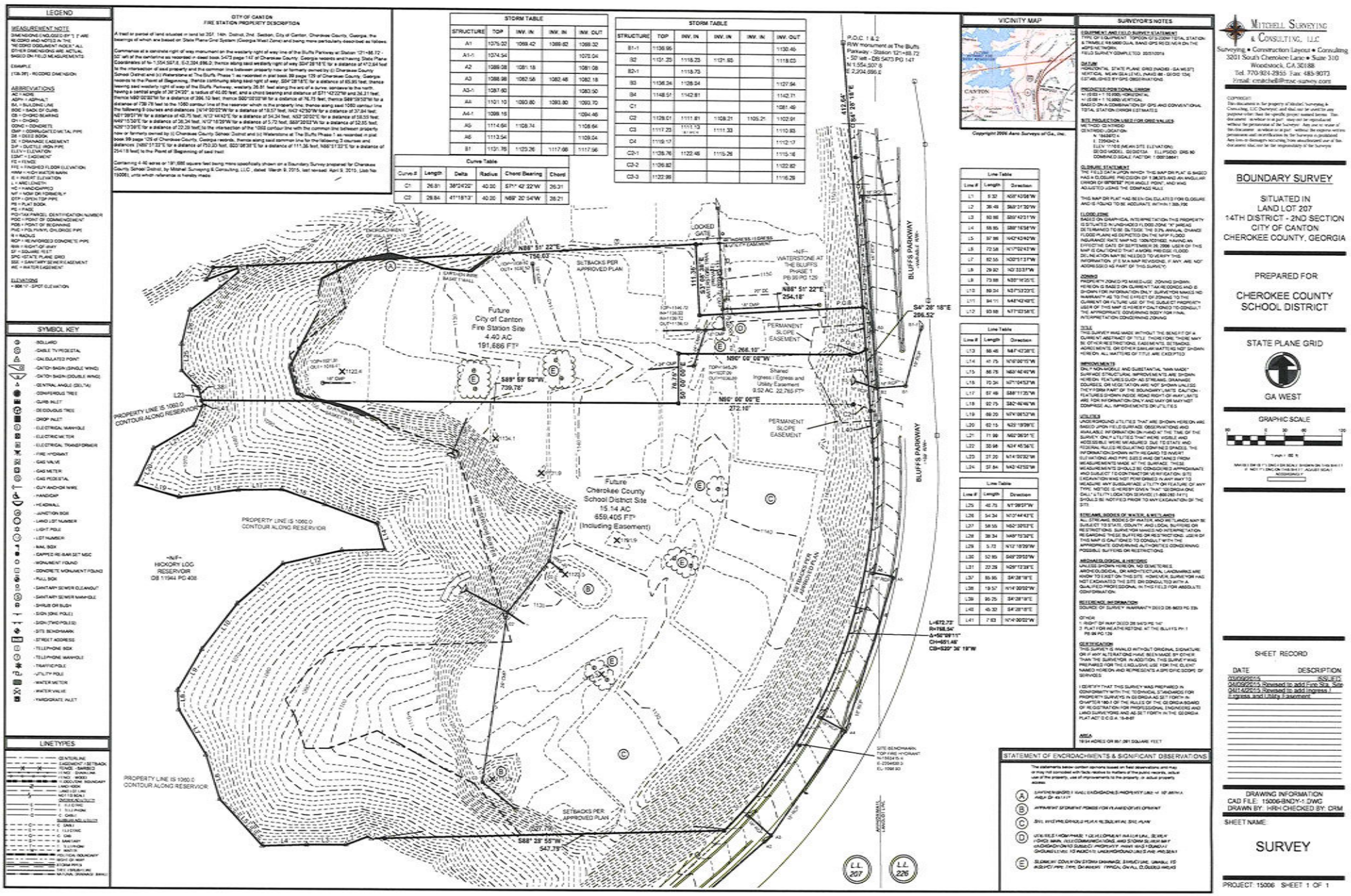
Attest: _____ _____
Date



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:

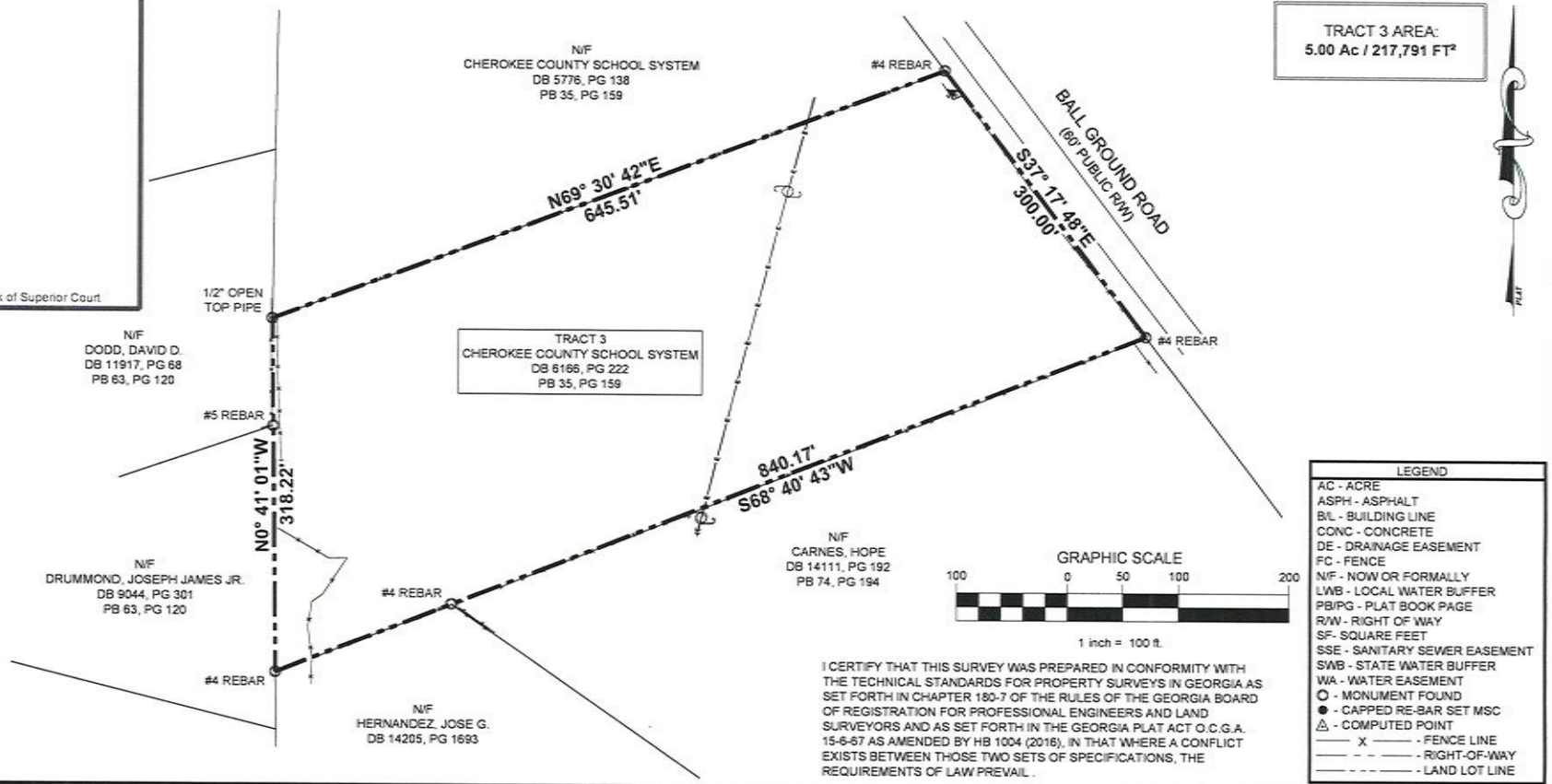
Commence at a concrete right of way monument on the westerly right of way line of the Bluffs Parkway at Station 121+88.72 -50' left of the centerline as recorded in deed book 5473 page 147 of Cherokee County, Georgia records and having State Plane Coordinates of N-1,554,507.8, E-2,204,696.0; thence along said westerly right of way S04°28'1B"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", 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°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: [NB6°51'22"E for a distance of 750.03 feet; S03°08'38"E for a distance of 111.36 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.


LEGEND
MEASUREMENT NOTE
DIMENSIONS ENCLOSED BY ( ) ARE RECORD AND NOTED IN THE "RECORD DOCUMENT INDEX." ALL OTHER DIMENSIONS ARE ACTUAL BASED ON FIELD MEASUREMENTS.
EXAMPLE
(139.39') - RECORD DIMENSION
ABBREVIATIONS
AC = ACRE
ASPH = ASPHALT
BA, = BUILDING LINE
BOC = BACK OF CURB
CB = CHORD BEARING
CH = CHORD
CONC = CONCRETE
CMP = CORRUGATED METAL PIPE
DB = DEED BOOK
DE = DRAINAGE EASEMENT
DIP = DUCTILE IRON PIPE
ELEV = ELEVATION
ESMT = EASEMENT
FE = FENCE
FFE = FINISHED FLOOR ELEVATION
HWM = HIGH WATER MARK
IE = INVERT ELEVATION
L = ARC LENGTH
HC = HANDICAPPED
N/F = NOW OR FORMERLY
OPP = OPEN TOP PIPE
PB = PLAT BOOK
PG = PAGE
PID (TAX PARCEL IDENTIFICATION NUMBER
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PVC = POLYVINYL CHLORIDE PIPE
R = RADIUS
RCP = REINFORCED CONCRETE PIPE
R/W = RIGHT OF WAY
SF = SQUARE FEET
SPC =STATE PLANE GRID
SSE = SANITARY SEWER EASEMENT
WE = WATER EASEMENT
ELEVATIONS
+ 806.17' - SPOT ELEVATION
SYMBOL KEY
- BOLLARD
- CABLE TV PEDESTAL
- CALCULATED POINT
- CATCH BASIN (SINGLE WING)
- CATCH BASIN (DOUBLE WING)
- CENTRAL ANGLE (DELTA)
- CONIFEROUS TREE
- CURB INLET
- DECIDUOUS TREE
- DROP INLET
- ELECTRICAL MANHOLE
- ELECTRIC METER
- ELECTRICAL TRANSFORMER
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- GAS PEDESTAL
- GUY ANCHOR WIRE
- HANDICAP
- HEADWALL
- JUNCTION BOX
- LAND LOT NUMBER
- LIGHT POLE
- LOT NUMBER
- MAIL BOX
- CAPPED REBAR SET MSC
- MONUMENT FOUND
- CONCRETE MONUMENT FOUND
- PULL BOX
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SHRUB OR BUSH
- SIGN (SING. POLE)
- SIGN (TWO POLES)
- SITE BENCHMARK
- STREET ADDRESS
- TELEPHONE BOX
- TELEPHONE MANHOLE
- TRAFFIC POLE
- UTILITY POLE
- WATER METER
- WATER VALVE
- YARD/GRATE INLET
LINETYPES
- CENTERLINE
- EASEMENT / SETBACK
- FENCE - BARBED
- FENCE - CHAIN LINK
- FENCE - WOOD
- PROPERTY BOUNDARY
- LAND LOCK
- LAND LINE
- NOT TO SCALE
- OVERHEAD UTILITY
- E - ELECTRIC
- T - TELEPHONE
- C - CABLE
- UNDERGROUND UTILITY
- C - CABLE
- E - ELECTRIC
- G - GAS
- S - SANITARY
- T - TELEPHONE
- W - WATER
- POLITICAL BOUNDARY
- RIGHT OF WAY
- STORM PIPES
- TYPE I STRUCTURE
- NATURAL DRAINAGE WAYS
CITY OF CANTON
FIRE STATION PROPERTY DESCRIPTION
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-2,224,896.2; thence along said westerly right of way S04°26'18"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°26'18"E for a distance of 65.86 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 36°24'20", a radius of 40.00 feet, and a chord bearing and distance of S71°42'22"W and 26.31 feet; thence N89°00'28"W for a distance of 394.10 feet; thence S00°28'28"W for a distance of 76.73 feet; thence S89°39'32"W for a distance of 739.76 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 (N74°20'22"W for a distance of 18.57 feet; N42°42'30"W for a distance of 37.84 feet; N21°29'37"W for a distance of 49.75 feet; N13°44'42"E for a distance of 54.34 feet; N33°20'22"E for a distance of 58.55 feet; N49°15'30"E for a distance of 36.24 feet; N12°18'29"W for a distance of 5.73 feet; S68°20'03"W for a distance of 52.85 feet; N29°12'39"E for a distance of 22.28 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 (N89°17'33"E for a distance of 750.20 feet, S20°08'38"E for a distance of 111.36 feet, N68°17'33"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, units which reference is hereby made.
STORM TABLE
STRUCTURE | TOP | INV. IN | INV. IN | INV. OUT
A1 | 1075.02 | 1069.42 | 1069.62 | 1068.32
A1-1 | 1074.54 | | | 1073.04
A2 | 1089.08 | 1081.18 | | 1081.08
A3 | 1088.98 | 1082.58 | 1082.48 | 1082.18
A3-1 | 1087.92 | | | 1083.50
A4 | 1101.10 | 1093.80 | 1093.90 | 1093.70
A4-1 | 1099.16 | | | 1094.46
A5 | 1114.64 | 1108.74 | | 1108.64
A6 | 1113.54 | | | 1109.04
B1 | 1131.76 | 1123.26 | 1117.66 | 1117.56
STORM TABLE
STRUCTURE | TOP | INV. IN | INV. IN | INV. IN | INV. OUT
B1-1 | 1136.96 | | | | 1130.46
B2 | 1131.25 | 1118.23 | 1121.93 | | 1118.03
B2-1 | | 1118.73 | | |
B3 | 1136.34 | 1128.54 | | | 1127.94
B4 | 1148.51 | 1142.81 | | | 1142.71
C1 | | | | | 1081.49
C2 | 1128.01 | 1111.81 | 1108.21 | 1105.21 | 1102.91
C3 | 1117.25 | 1112.13 (at pipe) | 1111.33 | | 1110.83
C4 | 1119.17 | | | | 1112.17
C2-1 | 1126.76 | 1122.46 | 1119.26 | | 1115.16
C2-2 | 1126.82 | | | | 1122.82
C2-3 | 1122.99 | | | | 1116.29
Curve Table
Curve # | Length | Delta | Radius | Chord Bearing | Chord
C1 | 26.81 | 36°24'20" | 40.00 | S71° 42' 22"W | 26.31
C2 | 28.84 | 41°18'13" | 40.00 | N69° 20' 54"W | 28.21
Line Table
Line # | Length | Direction
L1 | 9.32 | N05°43'06"W
L2 | 38.48 | S89°31'30"W
L3 | 50.66 | S00°42'31"W
L4 | 58.85 | S89°16'58"W
L5 | 97.86 | N42°42'40"W
L6 | 72.58 | N17°50'47"W
L7 | 82.55 | N05°51'37"W
L8 | 29.92 | N3°.33'37"W
L9 | 73.88 | N30°11'25"E
L10 | 59.04 | N37°33'23"E
L11 | 94.71 | N44°42'48"E
L12 | 93.58 | N77°03'58"E
Line Table
Line # | Length | Direction
L13 | 88.46 | N47°42'28"E
L14 | 41.75 | N76°09'15"W
L15 | 86.75 | N83°40'40"W
L16 | 70.24 | N71°04'53"W
L17 | 87.49 | S88°11'25"W
L18 | 92.75 | S82°46'46"W
L19 | 69.20 | N74°08'52"W
L20 | 62.15 | N25°19'09"E
L21 | 71.99 | N62°26'31"E
L22 | 30.98 | N34°45'36"E
L23 | 37.20 | N14°20'32"W
L24 | 37.84 | N42°42'50"W
Line Table
Line # | Length | Direction
L25 | 42.75 | N1°29'37"W
L26 | 54.34 | N13°44'42"E
L27 | 58.55 | N33°.20'22"E
L28 | 38.24 | N49°15'30"E
L29 | 5.73 | N12°18'29"W
L30 | 52.85 | S68°20'03"W
L31 | 22.28 | N29°12'39"E
L37 | 89.96 | S4°.38'18"E
L38 | 19.57 | N14°.20'02"W
L39 | 80.25 | S4°.28'18"E
L40 | 45.32 | S4°.28'18"E
L41 | 7.83 | N74°20'02"W
P.O.C. 1 & 2
R/W monument at The Bluffs Parkway - Station 121+88.72 - 50' left - DB 5473 PG 147
N 1,554,507.8
E 2,224,896.2
412.64'
S04° 26' 18"E
65.86'
N89° 51' 22"E
756.03'
SETBACKS PER APPROVED PLAN
LOCKED GATE
SETBACKS / EGRESS & UTILITY EASEMENT
-N/F- WATERSTONE AT THE BLUFFS PHASE 1 PB 99 PG 129
BLUFFS PARKWAY - (PUBLIC R/W)
S89° 51' 22"E
254.18'
P.O.B.
S4° 26' 18"E
266.52'
Future City of Canton Fire Station Site 4.40 AC 191,686 FT²
PERMANENT SLOPE EASEMENT
S89° 59' 58"W
739.76'
N90° 00' 00"W
266.10'
N90° 00' 00"E
272.10'
Shared Ingress / Egress and Utility Easement 9.52 AC. 22,765 FT²
PROPERTY LINE IS 1060.0 CONTOUR ALONG RESERVOIR
Future Cherokee County School District Site 15.14 AC 659,405 FT² (Including Easement)
-N/F- HICKORY LOG RESERVOIR DB 11944 PG 408
SETBACKS PER APPROVED PLAN
L=672.73'
R=758.54'
Δ=50°.89'11"
CH=651.48'
CB=S20° 36' 19"W
SITE BENCHMARK TOP FIRE HYDRANT N-1554,515.9 E-2224,622.3 EL- 1096.80
S88° 28' 55"W
547.79'
L.L. 207
L.L. 226
VICINITY MAP
Copyright 2006 Aero Surveys of Ga., Inc.
SURVEYOR'S NOTES
EQUIPMENT AND FIELD SURVEY STATEMENT
TYPE OF EQUIPMENT: TOPCON GTS-229 TOTAL STATION & TRIMBLE R8 GNSS DUAL BAND GPS RECEIVER ON THE VRS NETWORK.
FIELD SURVEY COMPLETED: 03/31/2015
DATUM
HORIZONTAL: STATE PLANE GRID (NAD83 - GA WEST)
VERTICAL: MEAN SEA LEVEL (NAVD 88 - GEOID 12A)
SURVEY CONTROL IMPROVEMENTS
PROJECTED POSITIONAL ERROR
+/- (0.03 + 1 TO 0.05) HORIZONTAL
+/- (0.05 + 1 TO 0.08) VERTICAL
BASED ON A COMBINATION OF GPS AND CONVENTIONAL TOTAL STATION ERROR ESTIMATES.
SITE CALIBRATION USED FOR GPS VALUES
HORIZONTAL:
N: 1554507.8
E: 2224896.2
ELEV: 1116.8 (MEAN SITE ELEVATION)
GEOID MODEL: GEOID12A ELLIPSOID: GRS 80
COMBINED SCALE FACTOR: 1.000126641
CLOSURE STATEMENT
THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 IN 267,673 AND AN ANGULAR ERROR OF 08"SQ*SQ" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 100,000+
FLOOD ZONE
BASED ON GRAPHICAL INTERPRETATION THIS PROPERTY IS SITUATED IN UNSHADED FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS DEPICTED ON THE NFIP FLOOD INSURANCE RATE MAP NO. 13057C0152D, HAVING AN EFFECTIVE DATE OF SEPTEMBER 26, 2008. USER OF THIS MAP IS CAUTIONED THAT ANOTHER PRECISE FLOOD DELINEATION MAY BE NEEDED TO VERIFY THIS INFORMATION. IF A NEW MAP REVISIONS, IF ANY, ARE NOT ADDRESSED AS PART OF THIS SURVEY.
ZONING
PROPERTY ZONED PD MIXED USE. ZONING SHOWN HEREON IS BASED ON CURRENT TAX RECORDS AND IS SHOWN FOR INFORMATION ONLY. SURVEYOR MAKES NO WARRANTY AS TO THE EXACT OF ZONING TO THE CURRENT OR FUTURE USE OF THE SUBJECT PROPERTY. USER OF THIS MAP IS HEREBY CAUTIONED TO CONSULT THE APPROPRIATE GOVERNING BODY FOR FINAL INTERPRETATION CONCERNING ZONING
TITLE
THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE AND, THEREFORE, THERE MAY BE OTHER RESTRICTIONS, EASEMENTS, SETBACKS, AGREEMENTS, OR OTHER SIMILAR MATTERS NOT SHOWN HEREON. ALL MATTERS OF TITLE ARE EXCEPTED
IMPROVEMENTS
ONLY NON-MOBILE AND SUBSTANTIAL "MAN-MADE" SURFACE STRUCTURAL IMPROVEMENTS ARE SHOWN HEREON. FEATURES SUCH AS STREAMS, DRAINAGE COURSES, OR VEGETATION ARE NOT SHOWN UNLESS THEY FORM PART OF THE BOUNDARY LIMITS. CAUTION: FEATURES SHOWN INSIDE ROAD RIGHT-OF-WAY LIMITS ARE FOR INFORMATION ONLY AND MAY OR MAY NOT COMPRISE ALL IMPROVEMENTS OR UTILITIES
UTILITIES
UNDERGROUND UTILITIES THAT ARE SHOWN HEREON ARE BASED UPON FIELD SURFACE OBSERVATIONS AND AVAILABLE INFORMATION ON HAND AT THE TIME OF THE SURVEY. ONLY UTILITIES THAT WERE VISIBLE AND ACCESSIBLE WERE MEASURED DUE TO STATE AND FEDERAL RULES REGULATING CONFINED SPACES. THE INFORMATION SHOWN WITH REGARD TO INVERT ELEVATIONS AND PIPE SIZES WAS OBTAINED FROM MEASUREMENTS MADE AT THE SURFACE. THESE MEASUREMENTS SHOULD BE CONSIDERED APPROXIMATE AND SUBJECT TO CONTRACTOR VERIFICATION. SITE LOCATION AND NOT PERFORMED IN ANY WAY TO MEASURE ANY SUBSURFACE UTILITY OR FEATURE OF ANY TYPE. NOTICE IS HEREBY GIVEN THAT "GEORGIA811 DIAL-A-UTILITY LOCATION SERVICE (1-800-282-7411) SHOULD BE NOTIFIED PRIOR TO ANY EXCAVATION OF THE SITE
STREAMS, BODIES OF WATER, & WETLANDS
ALL STREAMS, BODIES OF WATER, AND WETLANDS MAY BE SUBJECT TO STATE, FEDERAL, COUNTY, AND LOCAL BUFFERS OR RESTRICTIONS. SURVEYOR MAKES NO INTERPRETATION REGARDING THESE BUFFERS OR RESTRICTIONS. USER OF THIS MAP IS CAUTIONED TO CONSULT WITH THE APPROPRIATE GOVERNING AUTHORITIES CONCERNING POSSIBLE BUFFERS OR RESTRICTIONS
ARCHAEOLOGICAL & HISTORIC
UNLESS SHOWN HEREON, NO CEMETERIES, ARCHEOLOGICAL, OR ARCHITECTURAL LANDMARKS ARE KNOW TO EXIST ON THIS SITE. HOWEVER, SURVEYOR HAS NOT PERFORMED THIS SERVICE AND REFERS YOU TO A QUALIFIED PROFESSIONAL IN THIS FIELD FOR ABSOLUTE CONFIRMATION.
REFERENCE INFORMATION
SOURCE OF SURVEY WARRANTY DEED DB 5603 PG 339
OTHER
1 - RIGHT OF WAY DEED DB 5473 PG 147
2 PLAT FOR WATERSTONE AT THE BLUFFS PH 1 PB 99 PG 129
CERTIFICATION
THIS SURVEY IS INVALID WITHOUT ORIGINAL SIGNATURE OR IF ANY ALTERATIONS HAVE BEEN MADE BY OTHER THAN THE SURVEYOR. IN ADDITION, THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE FOR THE CLIENT NAMED HEREON AND REPRESENTS A SPECIFIC SCOPE OF SERVICES
I CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67
AREA
19.94 ACRES OR 867,991 SQUARE FEET
STATEMENT OF ENCROACHMENTS & SIGNIFICANT OBSERVATIONS
The statements below contain opinions based on field observations and may or may not correspond with facts relative to matters of title, boundary, actual use of the property, use of improvements to the property, or actual property access.
A - SANITARY MANHOLE # 1 WALL ENCROACHING E PROPERTY LINE AT 10° (BEARING A HELD OF 43.17)*
B - APPARENT SEPARATE FENCES FOR YARDS OF VARIOUS ORIENT
C - STILL WHITE PINE GROVES PER ALL BOUNDARY SIDE PLANE
D - UTILITIES FROM PHASE 1 DEVELOPMENT (WATER LINE, SEWER FORCE MAIN, FIBER COMMUNICATIONS, AND STORM SEWER MAY UNDERGROWN TO SUBJECT PROPERTY. PAINT WAS FOUND AT GROUND LEVEL TO INDICATE UNDERGROUND LINES ARE PRESENT
E - SLOPE/CUT DOWN ON STORM DRAINAGE STRUCTURE, SMALL TO INSIGNIFICANT. TYPICAL ON ALL OUTLETED AREAS
MITCHELL SURVEYING & CONSULTING, LLC
Surveying • Construction Layout • Consulting
3201 South Cherokee Lane • Suite 310
Woodstock, GA 30188
Tel: 770-924-2955 Fax: 485-9073
Email: cmitchell@mitsc-survey.com
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This document is the property of Mitchell Surveying & Consulting, LLC (Surveyor), and shall not be used for any purpose other than the specific project named herein. This document or whatever in all part may not be reproduced without the permission of the Surveyor. Any use or reuse of this document or whatever in all part without the express written permission and verification by the Surveyor is prohibited. Any loss or damages resulting from unauthorized use of this document shall not be the responsibility of the Surveyor.
BOUNDARY SURVEY
SITUATED IN
LAND LOT 207
14TH DISTRICT - 2ND SECTION
CITY OF CANTON
CHEROKEE COUNTY, GEORGIA
PREPARED FOR
CHEROKEE COUNTY SCHOOL DISTRICT
STATE PLANE GRID
GA WEST
GRAPHIC SCALE
60 0 30 60 120
1 inch = 60 ft
SHEET RECORD
DATE | DESCRIPTION
03/09/2015 | ISSUED
04/09/2015 Revised to add Fire Sta. Site
04/14/2015 Revised to add Ingress / Egress and Utility Easement
DRAWING INFORMATION
CAD FILE: 15006-BNDY-1.DWG
DRAWN BY: HRH CHECKED BY: CRM
SHEET NAME:
SURVEY
PROJECT: 15006 SHEET 1 OF 1

This box reserved for the Clerk of Superior Court

EXHIBIT B



TRACT 3 AREA:
5.00 Ac / 217,791 FT²

GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 ft.

I CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67 AS AMENDED BY HB 1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL .

LEGEND
AC - ACRE
ASPH - ASPHALT
B/L - BUILDING LINE
CONC - CONCRETE
DE - DRAINAGE EASEMENT
FC - FENCE
N/F - NOW OR FORMALLY
LWB - LOCAL WATER BUFFER
PB/PG - PLAT BOOK PAGE
R/W - RIGHT OF WAY
SF- SQUARE FEET
SSE - SANITARY SEWER EASEMENT
SWB - STATE WATER BUFFER
WA - WATER EASEMENT
○ - MONUMENT FOUND
● - CAPPED RE-BAR SET MSC
△ - COMPUTED POINT
——— X ——— - FENCE LINE
——— – – ——— - RIGHT-OF-WAY
——— – – – ——— - LAND LOT LINE

PREPARED FOR
CHEROKEE COUNTY SCHOOL DISTRICT

MITCHELL SURVEYING & CONSULTING, LLC
Surveying • Construction Layout • Consulting
3201 South Cherokee Lane • Suite 310
Woodstock, GA 30188
Tel. 770-924-2955 Fax: 770-485-9073
Email: cmitchell@msc-survey.com

PROPERTY DESCRIPTION
5.00 ACRES (217,791 FT²)
TRACT 3
BALL GROUND ROAD
BALL GROUND, GEORGIA 30107
LAND LOT 550; 3rd DISTRICT, 2nd SECTION
CHEROKEE COUNTY

SOURCE OF DATA:
-PLAT BOOK 35, PAGE 159
-DEED BOOK 6166, PAGE 222
CHEROKEE COUNTY, GEORGIA

SURVEY TYPE: BOUNDARY
DATE OF FIELD SURVEY: 4/28/2023
MAP ISSUE DATE: 05/11/2023
PROJECT #: 23023.00

GEORGIA REGISTERED No. 3240 LAND SURVEYOR CHARLES R. MITCHELL

04/28/2023

NOTES:
1.ANGLES AND DISTANCES MEASURED WITH SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & SPECTRA PRECISION EPOCH 50 DUAL BAND GPS RECEIVER ON THE eGPS NETWORK.
2.THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN **34,110** FEET AND AN ANGULAR ERROR OF **02"** PER ANGLE POINT. THE TRAVERSE NETWORK WAS ADJUSTED USING THE COMPASS RULE METHOD.
3.THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN **1,024,261** FEET.
4. SEE RECORDED PLAT NOTES FOR LOT RESTRICTIONS, IF ANY.
5. THIS PROPERTY LIES WITHIN A FEMA ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER COMMUNITY PANEL 13057C0195 E WITH AN EFFECTIVE DATE OF 05/07/2019.
6. ZONING: CHEROKEE COUNTY - AG (GENERAL AGRICULTURE)
7. ALL MATTERS OF TITLE EXCEPTED

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

Cross Reference:
Book 14145, Page 199; and
Book 14899, Page 2184
Office of Clerk of Court
of Cherokee County, Georgia

(For Official Use Only)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS LIMITED WARRANTY DEED is hereby made this ____ day of November, 2023 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 referred to as "Grantor"), as party of the first part, and the **CHEROKEE COUNTY SCHOOL SYSTEM D/B/A CHEROKEE COUNTY SCHOOL DISTRICT,** a public school system authorized under the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Education (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

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" ATTACHED HERETO AND MADE A PART OF HEREOF

WHEREAS, the described said property represents a parcel located off Bluffs Parkway, Canton, Georgia 30114, and identified in the records of the records of the Cherokee County, Georgia Tax Assessor's Office as parcel 14N22006K; and

WHEREAS, the described said property represents the parcel that was deeded to Grantor via a Limited Warranty Deed containing a restrictive covenant regarding the use of said parcel on or about December 29, 2016 with said deed being recorded in the Clerk of Superior Court's records for Cherokee County, Georgia in Deed Book 14145, Page 199; and

WHEREAS, said restrictive covenant was removed from deed on or about September 7, 2023, with said removal of restrictive covenant being recorded in the Clerk of Superior Court's records for Cherokee County, Georgia in Deed Book 14899, Page 2184; and

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 City of Canton City Council 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: _____

GEOFFREY E. MORTON, P.E.
County Manager, Cherokee County, Georgia

Signed, Sealed, and Delivered
in the Presence of:

_____
Signature of Unofficial Witness

_____
Signature of Notary Public

THERESA B. SEAY
NOTARY
EXPIRES
GEORGIA
November 30, 2026
PUBLIC
CHEROKEE COUNTY

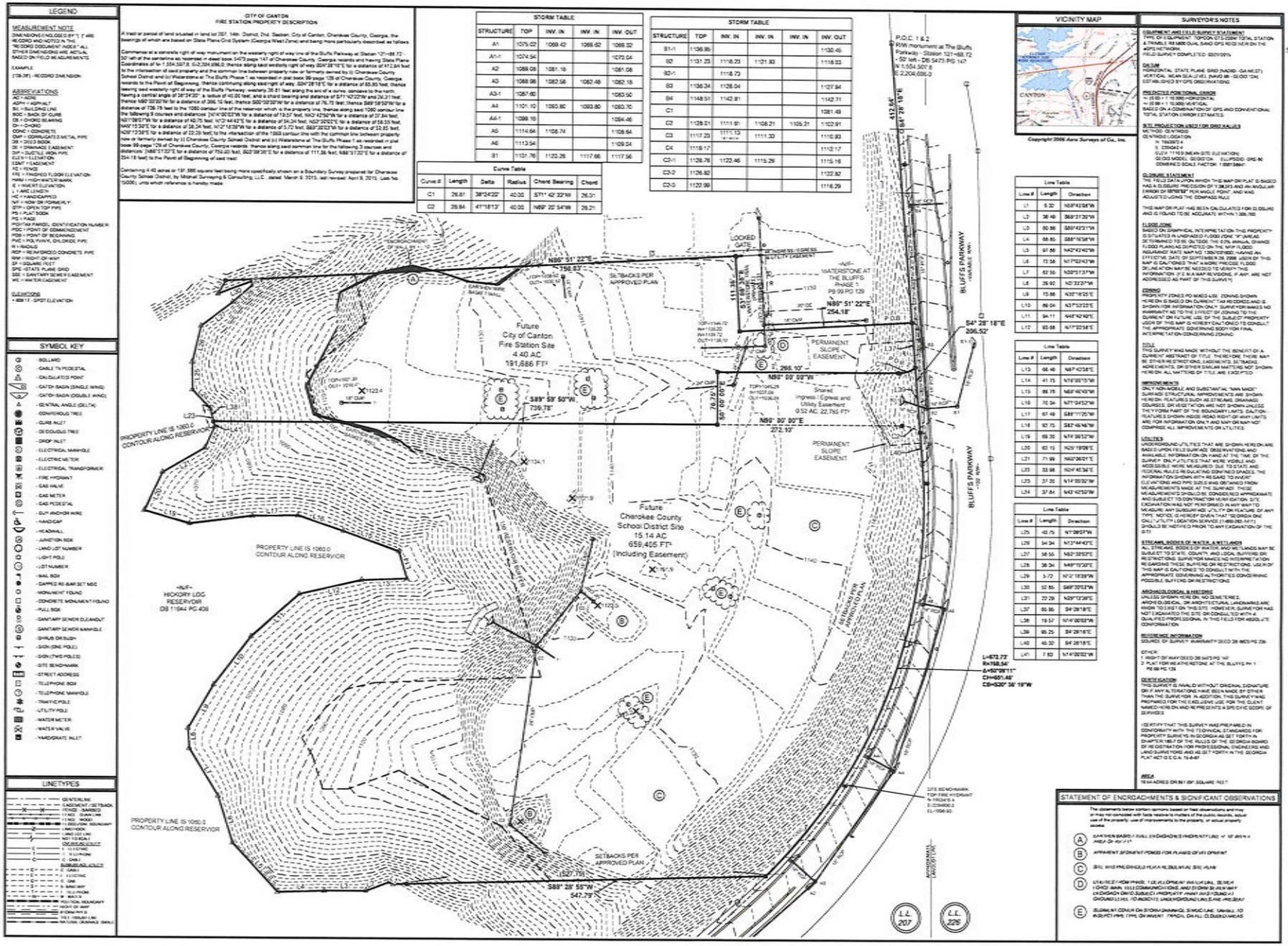
EXHIBIT

A

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-2,204,696.0; thence along said westerly right of way S04°28'1B"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", 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°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: [NB6°51'22"E for a distance of 750.03 feet; S03°08'38"E for a distance of 111.36 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.



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Mitchell Surveying & Consulting, LLC
Surveying • Construction Layout • Consulting
3201 South Cherokee Lane • Suite 310
Woodstock, GA 30188
Tel. 770-924-2955 Fax: 485-9073
Email: cmitchell@mscc-survey.com

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BOUNDARY SURVEY

SITUATED IN
LAND LOT 207
14TH DISTRICT - 2ND SECTION
CITY OF CANTON
CHEROKEE COUNTY, GEORGIA

PREPARED FOR

CHEROKEE COUNTY SCHOOL DISTRICT

STATE PLANE GRID

GA WEST

GRAPHIC SCALE

SHEET RECORD

DATE	DESCRIPTION
03/09/2015	ASSIGN
04/06/2015	Revised to add Fire Sta. Site
04/14/2015	Revised to add Ingress / Egress and Utility Easement

DRAWING INFORMATION
CAD FILE: 15006-BNDY-1.DWG
DRAWN BY: HRH CHECKED BY: CRM

SHEET NAME:

SURVEY

PROJECT: 15006 SHEET 1 OF 1

When Recorded, Please Return To:
Cherokee County School District
1205 Bluffs Parkway
Canton, Georgia 30114

Cross Reference:
Book 5740, Page 161; and
Office of Clerk of Court
of Cherokee County, Georgia

(For Official Use Only)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS LIMITED WARRANTY DEED is hereby made this ____ day of November, 2023 between **CHEROKEE COUNTY SCHOOL SYSTEM D/B/A CHEROKEE COUNTY SCHOOL DISTRICT,** a public school system authorized under the laws of the State of Georgia, acting by and through its governing authority the Cherokee County Board of Education (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

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" ATTACHED HERETO AND MADE A PART OF HEREOF

WHEREAS, the described said property represents a portion of parcel 03N21036 that is owned by Grantor and which has been subdivided for this purposes of this transaction.

WHEREAS, the described said portion of property represents the parcel that was deeded to Grantor via a Warranty Deed on or about December 12, 2002 with said Warrant Deed being recorded in the Clerk of Superior Court's records for Cherokee County, Georgia in Deed Book 5740, Page 161; and

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 City of Canton City Council 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.

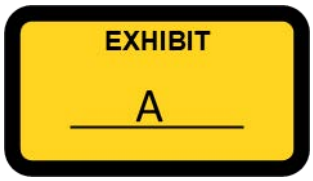
Cherokee County School System, a/k/a Cherokee County School District, a/k/a Cherokee County Board of Education

By: _____
KYLA CROMER, Chair
Cherokee County School Board

Signed, Sealed, and Delivered
in the Presence of:

_____
Signature of Unofficial Witness

_____
Signature of Notary Public *(Notary Seal/Stamp)*

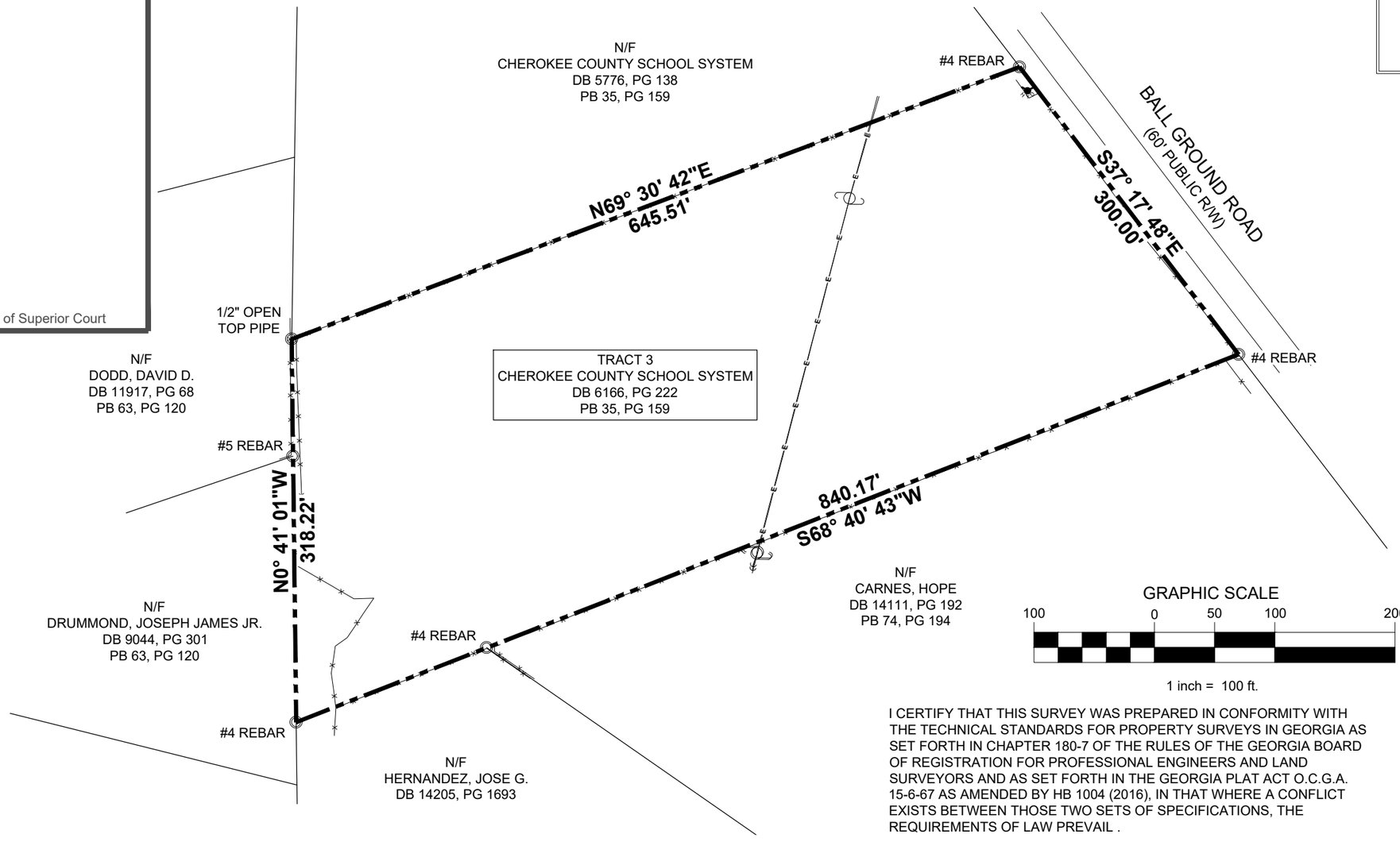


All that tract or parcel of land lying and being in Land Lots 531 and 550 of the 3rd District, 2nd Section, Cherokee County, Georgia, containing 5.00 acres, more or less, according to plat of survey entitled 11 Survey for James D. Cannon", prepared by Michael J. Savage, RLS #2737, dated November 20, 1999, being more particularly described as follows:

BEGINNING at a point that marks the intersection of Land Lots 550, 551, 602, and 603; thence running North 00 degrees 48 minutes 30 seconds East a distance of 852.15 feet along the common line of Land Lots 550 and 551 to an iron pin that marks the POINT OF BEGINNING; thence continuing North 00 degrees 4 8 minutes 3 o seconds East a distance of 318.31 feet along said common line of Land Lots 550 and 551 to an iron pin; thence North 70 degrees 59 minutes 23 seconds East a distance of 645.54 feet to an iron pin located on the southwesterly right of way line of State Route No. 372 (50 foot right of way); thence along said right of way South 36 degrees 4 minutes 43 seconds East a distance of 300 feet to an iron pin; thence South 70 degrees 07 minutes 38 seconds West a distance of 841.61 feet to an iron pin located on the common line of Land Lots 550 and 551 that marks the point of beginning.

This box reserved for the Clerk of Superior Court

TRACT 3 AREA:
5.00 Ac / 217,791 FT²



GRAPHIC SCALE

100 0 50 100 200

1 inch = 100 ft.

I CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67 AS AMENDED BY HB 1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL .

LEGEND

- AC - ACRE
- ASPH - ASPHALT
- B/L - BUILDING LINE
- CONC - CONCRETE
- DE - DRAINAGE EASEMENT
- FC - FENCE
- N/F - NOW OR FORMALLY
- LWB - LOCAL WATER BUFFER
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- SSE - SANITARY SEWER EASEMENT
- SWB - STATE WATER BUFFER
- WA - WATER EASEMENT
- ◎ - MONUMENT FOUND
- ● - CAPPED RE-BAR SET MSC
- △ - COMPUTED POINT
- ——— X ——— - FENCE LINE
- ——— – – ——— - RIGHT-OF-WAY
- ——— – – – ——— - LAND LOT LINE

PREPARED FOR

CHEROKEE COUNTY SCHOOL DISTRICT

MITCHELL SURVEYING & CONSULTING, LLC
Surveying ● Construction Layout ● Consulting
3201 South Cherokee Lane ● Suite 310
Woodstock, GA 30188
Tel. 770-924-2955 Fax: 770-485-9073
Email: cmitchell@msc-survey.com

PROPERTY DESCRIPTION

5.00 ACRES (217,791 FT²)
TRACT 3
BALL GROUND ROAD
BALL GROUND, GEORGIA 30107
LAND LOT 550; 3rd DISTRICT, 2nd SECTION
CHEROKEE COUNTY

SOURCE OF DATA:
-PLAT BOOK 35, PAGE 159
-DEED BOOK 6166, PAGE 222
CHEROKEE COUNTY, GEORGIA

SURVEY TYPE: BOUNDARY

DATE OF FIELD SURVEY: 4/28/2023

MAP ISSUE DATE: 05/11/2023

PROJECT #: 23023.00

GEORGIA REGISTERED No. 3240 LAND SURVEYOR CHARLES R. MITCHELL

04/28/2023

NOTES:
1.ANGLES AND DISTANCES MEASURED WITH SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & SPECTRA PRECISION EPOCH 50 DUAL BAND GPS RECEIVER ON THE eGPS NETWORK.
2.THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN **34,110** FEET AND AN ANGULAR ERROR OF **02"** PER ANGLE POINT. THE TRAVERSE NETWORK WAS ADJUSTED USING THE COMPASS RULE METHOD.
3.THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN **1,024,261** FEET.
4. SEE RECORDED PLAT NOTES FOR LOT RESTRICTIONS, IF ANY.
5. THIS PROPERTY LIES WITHIN A FEMA ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER COMMUNITY PANEL 13057C0195 E WITH AN EFFECTIVE DATE OF 06/07/2019.
6. ZONING: CHEROKEE COUNTY - AG (GENERAL AGRICULTURE)
7. ALL MATTERS OF TITLE EXCEPTED