Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
May 15, 2025	Action Item 1

Title

Free Home ES Purchase Agreement

Requested Action

School Board Approval of Free Home ES Purchase Agreement

Summary Explanation and Background

The School Board is requested to approve the attached Real Estate Purchase Agreement with Cherokee County government to acquire the Free Home ES property on Georgia State Highway 20.

The Cherokee County Board of Commissioners unanimously approved the agreement at its May 6, 2025 meeting.

Financial Impact

$974,100

Exhibits: (List)

Real Estate Purchase Agreement

Source of Additional Information

Mary Elizabeth Davis, PhD	770.479.1871
Mike McGowan	770.479.1871

AGREEMENT FOR PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE OF REAL PROPERTY (hereinafter the "Agreement") is made and entered into this _____ day of _____, 2025, by and between **CHEROKEE COUNTY, GEORGIA,** a body politic duly organized and existing under and by virtue of the laws of the State of Georgia (hereinafter "Buyer"), and **CHEROKEE COUNTY SCHOOL SYSTEM D/B/A CHEROKEE COUNTY SCHOOL DISTRICT "CCSD",** 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 "Seller"),

AGREEMENT

1. Premises. The Buyer agrees to buy, and the Seller agrees to sell, all that tract of land containing a total of approximately 6.428 acres, more or less, as shown on Exhibit "A" attached hereto and incorporated herein by reference, and known as parcel 03N23 217 in the records of the Cherokee County Tax Assessor's Office, including all structures, fixtures and appurtenances attached thereto with said property to be sold in an "as-is" state (hereinafter referred to as the "Property").

2. Purchase Price. The purchase price of the Property shall be nine-hundred, seventy-four thousand and one-hundred dollars ($974,100.00).

3. Due Diligence. The Parties agree and acknowledge that due diligence has been completed by the Parties regarding the Property.

4. Marketable Title. Seller agrees to furnish good, insurable, and marketable title to the Property. For the purposes of this Agreement, "good, insurable, and marketable title" shall mean fee simple ownership which is: (i) free from all claims, liens, and monetary encumbrances of any kind or nature whatsoever other than permitted exceptions expressly agreed to in writing by the Buyer; (ii) insurable by a reputable title insurance

company at then-current standard rates under the standard form of ATLA owner's policy of title insurance with all standard or printed exceptions therein deleted and without exception other than for permitted exceptions expressly agreed to in writing by Buyer. The Property is sold subject only to the valid and agreed upon exceptions to title disclosed to the Buyer as of the date of closing and as presented in accordance with this Agreement.

5. Warranty. The Seller hereby affirmatively warrants that he has no knowledge of any latent or patent physical condition(s), hazards(s) or feature(s) of, on or below the Property that will in any material way impede with or frustrate the reasonable use of the Property by Buyer.

6. Public Hearing. Prior to closing on the Property, the Seller acknowledges that the Buyer may hold a public hearing with respect to this purchase wherein the details of said purchase may be revealed in an open forum.

7. Closing Date. A closing shall be conducted at a time mutually agreed upon by the parties, but no later than ninety (90) days from the execution of this Agreement. Title to the Property shall transfer at the time of closing. At the closing, the Seller shall deliver to the Buyer a Limited Warranty Deed to the Property conveying good, insurable, and marketable title to the Property, and all mineral rights, with the hereditaments and appurtenances, to the Buyer and its assigns, in fee simple, free and clear of all liens, encumbrances, or exceptions on all or any part of the Property, except for easements, restrictions, and other exceptions of record, together with all right, title, and interest of the Seller in and to the Property.

8. Legal Fees and Brokerage Fees for Sale/Closing. The parties shall each be responsible for their own attorney's fees (if any) and brokerage fees (if any) incurred from the closing of this Property.

9. ~~Taxes. All taxes, assessments, and encumbrances which are a lien against the Property and are due and payable at the time of conveyance to the Buyer shall be satisfied by the Seller. Real estate taxes which are a lien (but are not yet due and payable) will be prorated as of the date of closing and included as a line item on the closing statement, however, Seller shall remain responsible for the payment of all real estate taxes due on the Property for 2025.~~

10. Risk of Loss. All risk of loss or damage to the Property will pass from the Seller to the Buyer at closing. In the event that loss or damage occurs to the Property prior to closing, the Buyer may, without liability, refuse to accept the conveyance of title, or it alternatively may elect to accept the conveyance of title to the Property "AS IS." The Seller shall deliver possession of the Property to the Buyer at the time of closing.

11. Right of Entry. The Buyer may enter upon the Property at reasonable times for surveying and other reasonable purposes related to this transaction from the date of execution of this Agreement, through and including the time of delivery of possession of the Property to the Buyer by the Seller. The Buyer's entry upon the Property in accordance with this paragraph shall be undertaken in such a manner so as to not unreasonably interfere with Seller's ongoing operations or in such a manner as would do permanent or long-term damage to the Property.

12. Preservation of Property. The Seller agrees that the Property shall remain as it now is until the delivery of possession of the Property by the Seller to the Buyer, and that the Seller will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect the Buyer's use and enjoyment of the Property in the future. In the event of such actions, the Buyer may, without liability, refuse to accept the conveyance of title, or the Buyer alternatively may elect to accept conveyance of title to the Property.

13. Specific Performance. The Parties agree that in the event of a breach hereof by the Seller (i.e. the refusal to execute the deed at closing or to deliver possession of the

Property to the Buyer at the appointed time), damages will be inadequate, and therefore the court having jurisdiction herein may award the Buyer specific performance in lieu of damages or any other remedies allowed by law.

14. Binding Effect. The agreements set forth herein are to apply to and bind the heirs, executors, administrators, successors, personal representatives and assigns of the Seller.

15. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. Severability. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

18. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia.

[this portion intentionally left blank; signature page to follow]

SELLER:

Signed, sealed, and delivered
in the presence of:

CHEROKEE COUNTY SCHOOL SYSTEM D/B/A CHEROKEE COUNTY SCHOOL DISTRICT

_____
Unofficial Witness

_____
Dr. Mary Elizabeth Davis
Superintendent

_____
Notary Public

[Notary Seal]

My commission expires: _____

BUYER:

Signed, sealed, and delivered
in the presence of:

CHEROKEE COUNTY, GEORGIA

Andrea Barton
Unofficial Witness

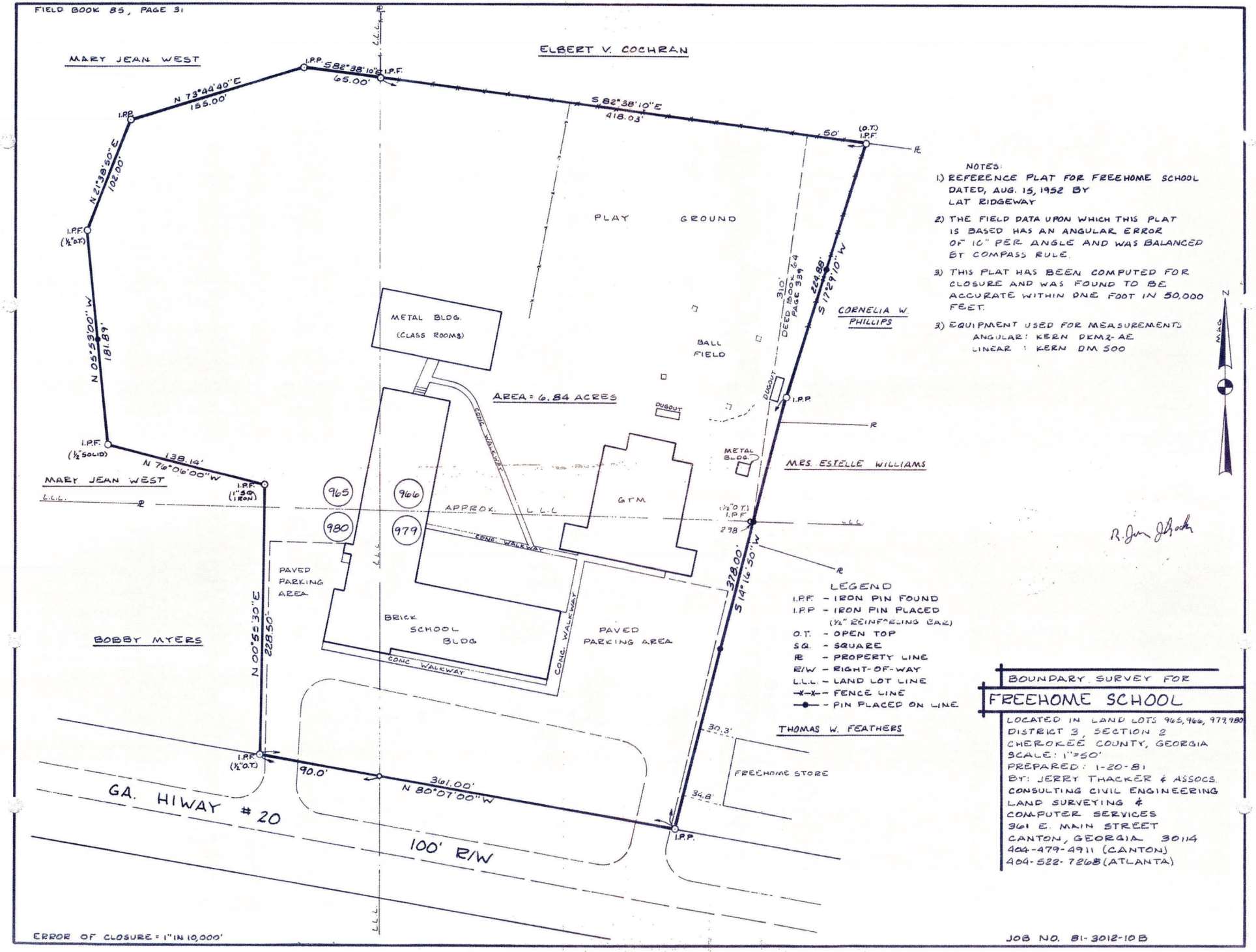
Geoffrey E. Morton, P.E.
County Manager

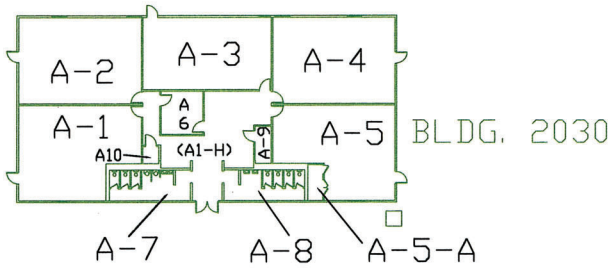
Notary Public

[Notary Seal]

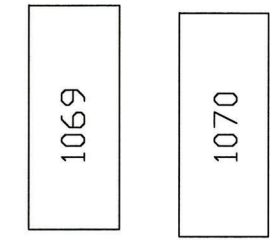
My commission expires: 11/30/26

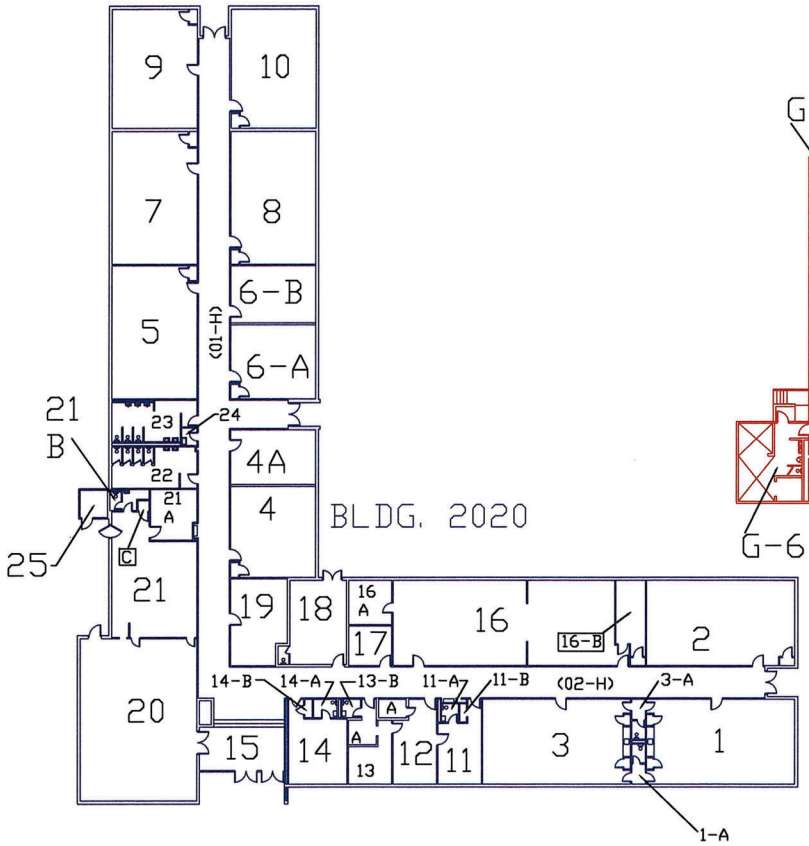
THERESA B. SEAY
NOTARY
EXPIRES
GEORGIA
November 30, 2026
PUBLIC
CHEROKEE COUNTY

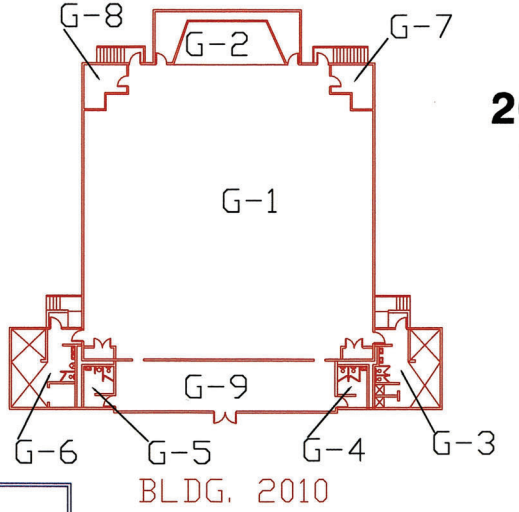

FIELD BOOK 85, PAGE 31
MARY JEAN WEST
ELBERT V. COCHRAN
I.P.P.
S 82°38'10"E
65.00'
I.P.F.
N 73°44'40"E
155.00'
S 82°38'10"E
418.03'
50'
(O.T.)
I.P.F.
N 2°38'50"E
102.00'
I.P.F.
(½"O.T.)
PLAY GROUND
NOTES:
1.) REFERENCE PLAT FOR FREEHOME SCHOOL DATED, AUG. 15, 1952 BY LAT RIDGEWAY
2.) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 10" PER ANGLE AND WAS BALANCED BY COMPASS RULE.
3.) THIS PLAT HAS BEEN COMPUTED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 50,000 FEET.
3.) EQUIPMENT USED FOR MEASUREMENTS
ANGULAR: KERN DKM2-AE
LINEAR : KERN DM 500
N 05°59'00"W
181.89'
METAL BLDG. (CLASS ROOMS)
BALL FIELD
AREA = 6.84 ACRES
CORNELIA W. PHILLIPS
S 17°29'10"W
224.88'
310'
DEED BOOK 64 PAGE 339
DUGOUT
DUGOUT
I.P.P.
I.P.F.
(½" SOLID)
138.14'
N 76°06'00"W
MARY JEAN WEST
I.P.F.
(1" SQ. IRON)
L.L.L.
965
966
980
979
APPROX. L.L.L.
CONC. WALKWAY
GYM
METAL BLDG.
MRS. ESTELLE WILLIAMS
(½"O.T.)
I.P.F.
2.98
S 14°16'50"W
378.00'
PAVED PARKING AREA
BRICK SCHOOL BLDG
CONC. WALKWAY
CONC. WALKWAY
PAVED PARKING AREA
N 00°55'30"E
228.50'
BOBBY MYERS
LEGEND
I.P.F. - IRON PIN FOUND
I.P.P. - IRON PIN PLACED (½" REINFORCING BAR)
O.T. - OPEN TOP
SQ. - SQUARE
R/W - RIGHT-OF-WAY
L.L.L. - LAND LOT LINE
-X-X- FENCE LINE
-●- PIN PLACED ON LINE
THOMAS W. FEATHERS
30.3'
FREEHOME STORE
34.8'
I.P.F.
(½"O.T.)
90.0'
361.00'
N 80°07'00"W
I.P.P.
GA. HIWAY # 20
100' R/W
N
MAG
BOUNDARY SURVEY FOR
FREEHOME SCHOOL
LOCATED IN LAND LOTS 965, 966, 979, 980
DISTRICT 3, SECTION 2
CHEROKEE COUNTY, GEORGIA
SCALE: 1"=50'
PREPARED: 1-20-81
BY: JERRY THACKER & ASSOCS.
CONSULTING CIVIL ENGINEERING
LAND SURVEYING &
COMPUTER SERVICES
361 E. MAIN STREET
CANTON, GEORGIA 30114
404-479-4911 (CANTON)
464-522-7268 (ATLANTA)
ERROR OF CLOSURE = 1" IN 10,000'
JOB NO. 81-3012-10B



BLDG. 2010- DATE OCCUPIED 1945
BLDG. 2020- DATE OCCUPIED 1956
BLDG. 2030- DATE OCCUPIED 1975







26-FREE HOME E.S.
D.O.E. # 2052

(NOT TO SCALE)

CORE AREAS:
ADMINISTRATION- 1915 SQ.FT
CAFETERIA- 1363 SQ.FT.
MEDIA CENTER- 1818 SQ.FT.
KITCHEN- 961 SQ.FT.