

**FORSYTH COUNTY
c/o FORSYTH COUNTY ATTORNEY'S OFFICE
222 WEBB STREET
CUMMING, GA 30040
678-455-7150**

DATE ISSUED: August 30, 2023

FOR: Sale of that Forsyth County property located at Meadow Lane, Cumming, Georgia 30040, also referred to as Tax Parcel No. 088-016.

DEADLINE FOR RECEIVING SEALED BIDS: 10:00 A.M. on October 20, 2023

BID RECEIVING OFFICE: Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

BIDS WILL BE OPENED AT: 11:00 A.M. on October 20, 2023

Sealed bids, subject to all provisions of the Invitation to Bid, will be received and opened at the time, date and place shown above. Award of bid will be made at a later date pending evaluation of all bids submitted, and subject to acceptance by Board of Commissioners.

Place name of bidder, Property Tax Parcel Number, and bid opening date on the lower left side of your sealed bid envelope.

Bid tabulations will be furnished upon written request.

Bids submitted after 10:00 A.M. on the date of the deadline will not be accepted under any circumstances.

Bid packages must be complete, or such bids will be rejected.

SEALED BID INFORMATION

SELLER: THE FORSYTH COUNTY BOARD OF COMMISSIONERS

PROPERTY LEGAL DESCRIPTION:

ALL THAT TRACT or parcel of land lying and being in Land Lot 959 of the 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described on that certain Warranty Deed from NNCB National Bank of North Carolina, as Trustee to Forsyth County, Georgia, a body politic and political subdivision of the State of Georgia dated June 18, 1990, recorded June 19, 1990 in Deed Book 7516, Pages 648-653. A copy of the Warranty Deed is attached hereto as Exhibit "A" and incorporated herein by reference.

CONDITIONS: The Forsyth County Board of Commissioners has determined it will accept the fair market value, as determined by an appraisal, as the minimum bid. The property will be sold to the highest responsible and responsive bidder. Seller reserves the right to reject any and all bids or cancel the proposed sale. All bidders must include Ten thousand (\$10,000.00) dollars with their bid as earnest money to be credited toward the purchase price at closing. Unsuccessful bidders will receive a full refund of their earnest money deposit. Said earnest money may be made *cashier's check* made payable to the Forsyth County Board of Commissioners. Cash deposits will not be accepted.

PROCEDURE: Bids will be accepted until 10:00 a.m. on October 20, 2023, at which time bidding will close. All bids shall be opened at the offices of the Forsyth County Attorney's Office, 222 Webb Street, Cumming, Georgia, at 11:00 a.m. on October 20, 2023. A tabulation of all bids received shall be available for public inspection following the opening of all bids.

ACCEPTANCE OF BID AND CLOSING: Closing shall take place at the County Attorney's Offices, 222 Webb Street, Cumming, Georgia. Cash for the full balance of the purchase price, plus any expenses, if any, at closing is required. Purchaser shall pay all expenses of closing, if any, with no exceptions (no Seller attorney fees shall be charged to Purchaser and the transaction is exempt from State of Georgia Transfer Tax). Seller shall convey title by quitclaim deed at closing.

NOTICE REGARDING TITLE: Notice is hereby given that Seller's title is by virtue of a Warranty Deed located at Deed Book 498, Page 648-653, Clerk's Office, Forsyth County Superior Court. Bidders are encouraged to satisfy themselves regarding marketability of title before bidding.

ENTERING BID: Bids may be entered by completing the accompanying Bid Entry Form, sealing it in an envelope, and returning it to the Forsyth County Attorney's Office, 222 Webb Street, Cumming, GA 30040, Attention Jeff Strickland. Bids must be actually received prior to the above date and time for closing of bids.

EXHIBIT A

00498
0648

648

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FORSYTH

GRD
BK 1576
PG 785

GEORGIA, FORSYTH CO.
Clerks Office Superior Court
Filed for record on the 17th
1970
day of June
at 11:00 A.M. Recorded in
Book 488 Page 648-649 this
22 day of June 1970
Carl H. Miller Clerk
Wm. J. ... Deputy

THIS INDENTURE, made as of the 18th day of JUNE, 1990,
between NCB NATIONAL BANK OF NORTH CAROLINA, AS TRUSTEE, as
party of the first part, hereinafter referred to as the "Grant-
or," and FORSYTH COUNTY, GEORGIA, as party of the second part,
hereinafter referred to as the "Grantee" (the words "Grantor" and
"Grantee" to include their respective heirs, successors and
assigns where the context requires or permits).

WITNESSETH, that Grantor, for and in consideration of the
sum of Ten and No/100 Dollars (\$10.00) and other good and valu-
able considerations in hand paid at and before the sealing and
delivery of these presents, the receipt and sufficiency of which
are hereby acknowledged, has granted, bargained, sold, conveyed
and confirmed, and by these presents does grant, bargain, sell,
convey and confirm unto the said Grantee;

*See
P. 10
BK 809
Pg 408*

All that tract or parcel of land lying and being in
Land Lot 959 of the 2nd District, 1st Section, of
Forsyth County, Georgia, and being more particularly
described on Exhibit A, attached hereto and made a part
hereof, and as shown on that certain plat of survey,
attached hereto as Exhibit B and made a part hereof,
said land being referred to herein as the "Property".

TO HAVE AND TO HOLD the Property, with all and singular the
rights, members and appurtenances thereof, to the same being,
belonging, or in anywise appertaining, to the only and proper
use, benefit and behoof of the said Grantee forever in FEE
SIMPLE.

AND THE SAID Grantor warrants that Grantor is seized of the
Property in fee simple and has good right to convey same; and
Grantor will warrant and forever defend the right and title to
the Property unto the said Grantee against the claims of all
persons claiming by, under or through Grantor, but subject to and
except for those matters set forth on Exhibit C attached hereto
and incorporated herein.

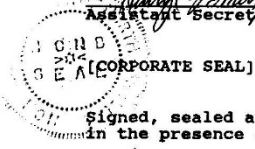
SEE EXHIBIT C ATTACHED HERETO FOR DEVELOPMENT AND USE RESTRIC-
TIONS AND RIGHTS RESERVED TO GRANTOR.

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

NCNB NATIONAL BANK OF NORTH
CAROLINA, TRUSTEE

ATTEST:
[Signature]
Assistant Secretary

By: *[Signature]*
Vice President



Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC

My Commission Expires:
My Commission Expires September 1, 1992

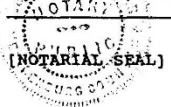


Exhibit A

Legal Description

All that certain tract or parcel of land lying and being in Land Lot 959 of the 2nd District, 1st Section of Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found in the northwestern right-of-way margin of Old Alpharetta Road, said iron pin being the southeasternmost corner of the property of NCNB National Bank of North Carolina, as Trustee ("NCNB"), as described as "TRACT C" in a Deed recorded in Book 434 at Pages 398-409 in the Forsyth County, Georgia, Public Records; thence running along the northwestern right-of-way margin of Old Alpharetta Road, the following three (3) courses and distances: (1) S. 53-10-55 W. 33.85 feet to a point, (2) S. 52-45-37 W. 97.11 feet to a point, which is the southwesternmost corner of the aforesaid NCNB property and (3) along the southwestern boundary line of the aforesaid NCNB property, N. 37-30-53 W. 10.00 feet to a point, which is the TRUE POINT AND PLACE OF BEGINNING, said TRUE POINT AND PLACE OF BEGINNING being located in a generally northeastern direction 506.60 feet from the point of intersection of the northwestern right-of-way margin of Old Alpharetta Road and the southern land lot line of Land Lot Line 959; thence from said TRUE POINT AND PLACE OF BEGINNING, and continuing with a southwestern boundary line of the aforesaid NCNB property, N. 37-30-53 W. 427.35 feet to a point; thence N. 61-57-19 E. 289.24 feet to a point located in the western right-of-way margin of a proposed 60-foot right-of-way; thence with the western right-of-way margin of said proposed 60-foot right-of-way, the following four (4) courses and distances: (1) S. 06-13-24 W. 260.48 feet to a point, (2) with the arc of a circular curve to the left having a radius of 230.00 feet, an arc distance of 173.59 feet (Chord = S. 15-23-55 E. 169.50 feet) to a point, (3) with the arc of a circular curve to the right having a radius of 34.50 feet, an arc distance of 54.50 feet (Chord = S. 08-14-11 W. 49.01 feet) to a point and (4) S. 53-21-28 W. 6.25 feet to a point, the TRUE POINT AND PLACE OF BEGINNING, containing approximately 1.248 acres, as shown on that certain plat of survey entitled "Survey for: Forsyth Co. Fire Station," prepared by Charley F. Foster, Georgia R.L.S. No. 1603, dated May 21, 1990, reference to which is hereby made for a more particular description.

01576
0785

BK 1576 PG 0785

After Recording, please return to:
The Meadows Partners, LLC
Net: Attn: Donald Majors
110 E. Main St.
Suite 210
Cumming, GA 30130

CROSS INDEX TO:
Deed Book 498, pages 648-653
Forsyth County, GA records

QUITCLAIM DEED

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 30
day of September 19 99
at 9:40 o'clock A. M. Recorded in
Book Page
day of 10-1, 1999
Ronnie Samuels Clerk, By AM

THIS INDENTURE, made this 28th day of September, in the year One Thousand Nine Hundred and Ninety Nine between **THE MEADOWS PARTNERS, LLC**, (hereinafter referred to as "Grantor"), and **FORSYTH COUNTY GEORGIA**, (hereinafter referred to as the "Grantee"). (the words "Grantor" and "Grantee" to 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) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, sell, remise, release and forever quitclaim unto Grantee all Grantor's right, title and interest that Grantor has or may have, if any, in and to the land or any real property interests described in Exhibits "A" and "B" attached hereto and made a part hereof, together with all buildings and other improvements located thereon, and together with all rights, members and appurtenances in any manner appertaining or belonging to said property.

THIS QUITCLAIM DEED is given for the sole purpose of releasing any and all interest Grantor may have had in and to the premises described herein by virtue of that certain Limited Warranty Deed dated June 18, 1990 and recorded at Deed Book 498, pages 648-653, Forsyth County, Georgia records which conveyed a 1.248 acre tract of land to Forsyth County.

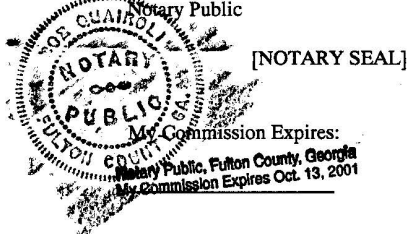
TO HAVE AND TO HOLD the said property unto Grantee in fee simple absolute forever so that neither Grantor nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest in said property or its appurtenances.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on the date above written.

Signed, sealed and delivered
in the presence of:

Don E. Howard
Unofficial Witness

Bob Quairol
Notary Public



THE MEADOWS PARTNERS, LLC,
a Georgia Limited Liability Company
by: **The Meadows Development Corp.**
a Georgia Corporation, its sole
managing member

by: John Bourbonnais
John Bourbonnais, its
Vice President

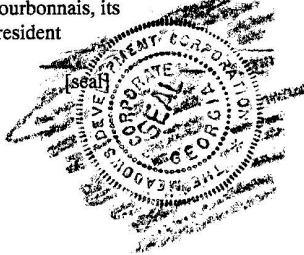


Exhibit ALegal Description

All that certain tract or parcel of land lying and being in Land Lot 959 of the 2nd District, 1st Section of Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found in the northwestern right-of-way margin of Old Alpharetta Road, said iron pin being the southeastermost corner of the property of NCNB National Bank of North Carolina, as Trustee ("NCNB"), as described as "TRACT C" in a Deed recorded in Book 434 at Pages 398-409 in the Forsyth County, Georgia, Public Records; thence running along the northwestern right-of-way margin of Old Alpharetta Road, the following three (3) courses and distances: (1) S. 53-10-55 W. 33.85 feet to a point, (2) S. 52-45-37 W. 97.11 feet to a point, which is the southwesternmost corner of the aforesaid NCNB property and (3) along the southwestern boundary line of the aforesaid NCNB property, N. 37-30-53 W. 10.00 feet to a point, which is the TRUE POINT AND PLACE OF BEGINNING, said TRUE POINT AND PLACE OF BEGINNING being located in a generally northeastern direction 506.60 feet from the point of intersection of the northwestern right-of-way margin of Old Alpharetta Road and the southern land lot line of Land Lot Line 959; thence from said TRUE POINT AND PLACE OF BEGINNING, and continuing with a southwestern boundary line of the aforesaid NCNB property, N. 37-30-53 W. 427.35 feet to a point; thence N. 61-57-19 E. 289.24 feet to a point located in the western right-of-way margin of a proposed 60-foot right-of-way; thence with the western right-of-way margin of said proposed 60-foot right-of-way, the following four (4) courses and distances: (1) S. 06-13-24 W. 260.48 feet to a point, (2) with the arc of a circular curve to the left having a radius of 230.00 feet, an arc distance of 173.59 feet (Chord = S. 15-23-55 E. 169.50 feet) to a point, (3) with the arc of a circular curve to the right having a radius of 34.50 feet, an arc distance of 54.50 feet (Chord = S. 08-14-11 W. 49.01 feet) to a point and (4) S. 53-21-28 W. 6.25 feet to a point, the TRUE POINT AND PLACE OF BEGINNING, containing approximately 1.248 acres, as shown on that certain plat of survey entitled "Survey for: Forsyth Co. Fire Station," prepared by Charley F. Foster, Georgia R.L.S. No. 1603, dated May 21, 1990, reference to which is hereby made for a more particular description.

00809
0411

NationsBank Trust
Charlotte, NC 28255
Tel 704 386-5000

EXHIBIT B

NationsBank

September 29, 1994

Mr. Don Thomas
Forsyth County Fire Department
3480 Settendown Road
Cumming, Georgia 30130

Re: Extension of Period During Which Forsyth County May Com-
mence Operation of a Fire Station

Dear Mr. Thomas:

As you know, pursuant to the terms of that certain Limited Warranty Deed from NCNB National Bank of North Carolina (now NationsBank of North Carolina, N.A.), as Trustee, to Forsyth County, Georgia, dated June 18, 1990, and recorded on June 19, 1990, in Book 498 at Page 648 in the Forsyth County Records (the "Deed"), title to the property conveyed by NationsBank of North Carolina, N.A. under the Deed (the "Property") was to have reverted to NationsBank in the event that Forsyth County had not built and begun to operate a fire station on the Property within two (2) years of the date of the Deed. However, NationsBank has been willing in the past to extend this deadline.

This letter is being provided to inform you that NationsBank is willing to provide a final extension of the deadline for the commencement of the operation of a fire station on the Property until September 1, 1995. I hope that the County is able to build and begin operating a fire station on the Property by September 1, 1995.

Yours very truly,



Floyd T. Boyce
Senior Vice President
Real Estate Investment Services

FTB/lys

Exhibit A

Legal Description

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After recording, return to: **Forsyth County, Georgia**
Real Estate Transfer Tax
Ms. Ramona S. Masters
Hall, Ney, Zatzoff & Wasserman
100 Galleria Parkway, Suite 600
Atlanta, Georgia 30339 **Paid = 0 =**

Date Dec 1, 1994 CROSS INDEX TO: Deed Book 498, page 648,
Forsyth County, Georgia, records.

U. C. McElroy
Clerk of Superior Court
QUITCLAIM DEED

THIS INDENTURE, made this 30th of November, 1994, between NATIONSBANK OF NORTH CAROLINA, N.A. (formerly NCNB National Bank of North Carolina), AS TRUSTEE (herein called the "Grantor"), and THE MEADOWS PARTNERS, L.L.C. (herein called the "Grantee").

WITNESSETH that, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, sell, remise, release and forever quitclaim unto Grantee all Grantor's right, title and interest that Grantor has or may have, if any, in and to the land or any real property interests described in Exhibit "A" attached hereto and made a part hereof, together with all buildings and other improvements located thereon, and together with all rights, members and appurtenances in any manner appertaining or belonging to said property.

The purpose of this Quitclaim Deed is to convey all of Grantor's rights of reversion under that certain Limited Warranty Deed from Grantor to Forsyth County, Georgia, dated June 18, 1990, and recorded June 19, 1990, in Deed Book 498, page 648, Forsyth County, Georgia records, which conveyed a 1.248-acre tract of land to be developed and used as a fire station facility within two (2) years from the date of said Limited Warranty Deed; said two (2) year period having been extended for an additional two (2) year period on an informal basis as set forth in that certain letter dated September 29, 1994, a copy of which is attached hereto as Exhibit "B" and made a part hereof.

TO HAVE AND TO HOLD said property unto Grantee in fee simple absolute forever so that neither Grantor nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest in said property or its appurtenances.

Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on the date above written.

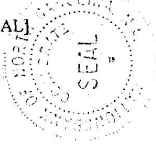
Signed, sealed and delivered in the presence of:
Delores W. Eller
Unofficial Witness

NATIONSBANK OF NORTH CAROLINA,
N.A., AS TRUSTEE
By: [Signature]
Name: Floyd T. Boyce
Title: Senior Vice President

[Signature]
Notary Public
[NOTARY STAMP/SEAL]
My Commission Expires August 14, 1998

Attest: [Signature]
Name: Addison B. Causey, Jr.
Title: Assistant Secretary

Forsyth County
Clerks Office Superior Court
Filed for record on the 13th
day of December 19 94
at 11:30 clock AM. Recorded
in Book 504 Page 408 this
2 day of Dec, 19 94
U. C. McElroy, Clerk



00498
0653

that Grantor's approval of the Plans and Specifications shall not be unreasonably withheld or delayed, and Grantor's review rights and approval and disapproval rights as set forth in this paragraph shall automatically expire twenty (20) years after the date of this deed.

Exhibit C

Title Exceptions

1. The lien of Forsyth County ad valorem taxes for 1990, which Grantor warrants and represents to Grantee that Grantor shall pay prior to delinquency.
2. General utility easements of record.
3. Those items set forth in the First American Title Insurance Company Owner's Policy No. FA-ZZ-37698, dated January 6, 1989.
4. Bluegrass Business Center Declaration of Easements, Covenants, Conditions and Restrictions recorded at Deed Book 434, Page 416, Forsyth County, Georgia records.
5. Use of the Property is restricted to the erection of a building or buildings for, and operation thereon of, a fire station and sheriff's office or police station. Other uses of the Property, including other municipal uses, are not permitted thereon.
6. In the event Grantee has not built and is not operating a fire station on the Property within two (2) years from the date of this deed, or in the event at any time after two (2) years following the date of this deed Grantee ceases to operate either a fire station or a sheriff's office or police station on the Property for a continuous period of at least one (1) year, title to the Property will revert automatically and immediately to Grantor, and Grantor shall have immediate, exclusive possession of the Property upon such reversion.
7. Grantor hereby reserves site plan, landscaping and architectural control with respect to the Property. Grantor shall have the right to review, and approve or disapprove, the site plans and specifications, architectural plans and specifications (including, but not limited to, all exterior colors, color schemes and exterior materials, and any and all exterior signage), and landscaping plans and specifications (collectively, the "Plans and Specifications") before Grantee begins any construction or other improvement work on the Property; and all development work on the Property shall be completed substantially in accordance with applicable Plans and Specifications which have been approved in writing by Grantor. Provided, however,

AGREEMENT FOR SALE OF REALTY

THIS AGREEMENT FOR SALE OF REALTY (the “Agreement”) is made and entered into this __day of _____, 2023 (the “Effective Date”) (which shall be the date this Agreement is accepted and approved by the Forsyth County Board of Commissioners), by and between _____ (the “Buyer”), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia (referred to herein as the “Seller”). The Buyer and the Seller are collectively referred to herein as the “Parties.”

AGREEMENT

1. Property. The Buyer agrees to buy, and the Seller agrees to sell, all that tract of land containing a total of ___ acres, more or less, as more particularly described in that certain form of Limited Warranty Deed marked “**Exhibit A**”, attached hereto and incorporated herein by reference, and otherwise known as Forsyth County Tax Parcel 088-016; and including all structures, fixtures and appurtenances attached thereto (hereinafter referred to as the “Property”).

2. Purchase Price. The purchase price of the Property shall be _____ U.S. DOLLARS (\$_____).

3. Earnest Money. Within three (3) business days following the Effective Date hereof, Buyer will pay to Seller TEN THOUSAND U.S. DOLLARS (\$10,000.00) as Earnest Money to be held by Seller until the Closing (defined below), which Earnest Money shall be applied as part payment of the purchase price of the Property at the time of Closing. If the sale fails to close, the earnest money will be returned to Buyer, except as otherwise provided for herein.

4. Due Diligence. The Buyer shall have a **sixty (60) day** Due Diligence period commencing immediately following the Effective Date of this Agreement. During the Due Diligence period, the Buyer may enter the property as provided below and may terminate this

Agreement with or without cause. In the event of such termination, Buyer shall receive a full refund of the Earnest Money. At the conclusion of the Due Diligence period, the Buyer's right to terminate as described in this Section shall expire. Buyer shall procure, at Buyer's cost, a written title opinion establishing that title to the Property is good, insurable, and marketable, and vested in Seller. Buyer, after examining said title opinion, shall notify Seller of any defects or unacceptable exceptions thereto at least ten (10) days prior to the end of the Due Diligence period. If the Buyer declines to accept the Property due to an unresolved title defect or other exception to title, then this Agreement shall be null and void, whereupon the parties hereto shall have no further rights, duties, obligations, or liabilities to one another hereunder, and Buyer shall receive a full refund of the Earnest Money.

5. Limited Warranty Deed. Seller agrees to convey the Property to Buyer by Limited Warranty Deed delivered at Closing substantially in the form attached hereto at "Exhibit A"; and, the Seller will warrant and defend the title to the Property against the claims of all persons claiming by or through Seller, 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.

6. Closing Date. A closing shall be conducted within **thirty (30) days** of the conclusion of the Due Diligence period described in Section 4 (the "Closing"). Title to the Property and possession of the Property shall transfer at the time of Closing.

7. Taxes. The Property as owned by the County is exempt from ad valorem taxation and there are no taxes, assessments, or encumbrances against the Property. The Buyer will be solely responsible for any taxes, assessments, or encumbrances against the Property following the Closing of this transaction.

8. 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 and receive a full refund of the Earnest Money, or it alternatively may elect to accept the conveyance of title to the Property “AS IS.”

10. 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 Effective Date of this Agreement through and including the last day of the Due Diligence Period described above. The Buyer’s entry upon the Property shall not unreasonably interfere with Seller’s ongoing operations or cause any permanent or long-term damage to the Property.

11. 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.

14. 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.

15. 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.

16. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Georgia, including but not limited to the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.).

17. Public Meeting Requirement. In accordance with the Georgia Open Meetings Act, Seller’s decision to enter into this Agreement to dispose of the Property must be made in an open (i.e., public) meeting where the identity of the Property and the terms of the agreement are disclosed before the vote. See O.C.G.A. § 50-14-3(b).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

BUYER:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Individual/Entity Name:

Witness

Signature: _____

Print: _____

Notary Public

Title: _____

[NOTARY SEAL]

Signature: _____

Print: _____

My Commission Expires: _____

Title: _____

SELLER:
FORSYTH COUNTY, GEORGIA, by and
through its Board of Commissioners

By: _____
Alfred John, Chairman

SIGNED, SEALED, AND DELIVERED
in the presence of:

[COUNTY SEAL]

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

AGREEMENT FOR SALE OF REALTY

EXHIBIT A

**FORM OF LIMITED WARRANTY DEED
(incl. Legal Description)**

AFTER RECORDING, PLEASE RETURN TO:

Jeffrey M. Strickland
222 Webb Street
Cumming, GA 30040

**STATE OF GEORGIA
COUNTY OF FORSYTH**

LIMITED WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2023, between

FORSYTH COUNTY, a political subdivision of the State of Georgia

(hereafter in this Indenture known as “**Grantor**”), and

(hereafter in this Indenture known and designated as “**Grantee**”).

WITNESSETH: That Grantor, for and in consideration of the sum of Ten 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”):

- (a) All that tract or parcel of land lying and being in Land Lot 959, 2nd District, 1st Section of Forsyth County, Georgia, being more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof.
- (b) All buildings, structures and other improvements now located on the Land; and

- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating, or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, now owned by Grantor.

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; and Grantor covenants that Grantor is lawfully seized and possessed of the Premises, as aforesaid, and has good right to convey the same, that the same is unencumbered, except for those matters expressly set forth and recorded in the Forsyth County Superior Court Clerk's records, and that Grantor does warrant and will forever defend the title thereto against the claims of all persons claiming by or through Grantor, except for those matters expressly set forth and recorded in the Forsyth County Superior Court Clerk's records.

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

GRANTOR:

Signed, sealed, and delivered
in the presence of:

FORSYTH COUNTY, a political subdivision
of the State of Georgia, by and through its Board
of Commissioners

Unofficial Witness

By _____(seal)
Alfred John, Chairman

Attest:

Notary Public

By: _____
Rhonda Hansard, County Clerk

[NOTARY SEAL]

[COUNTY SEAL]

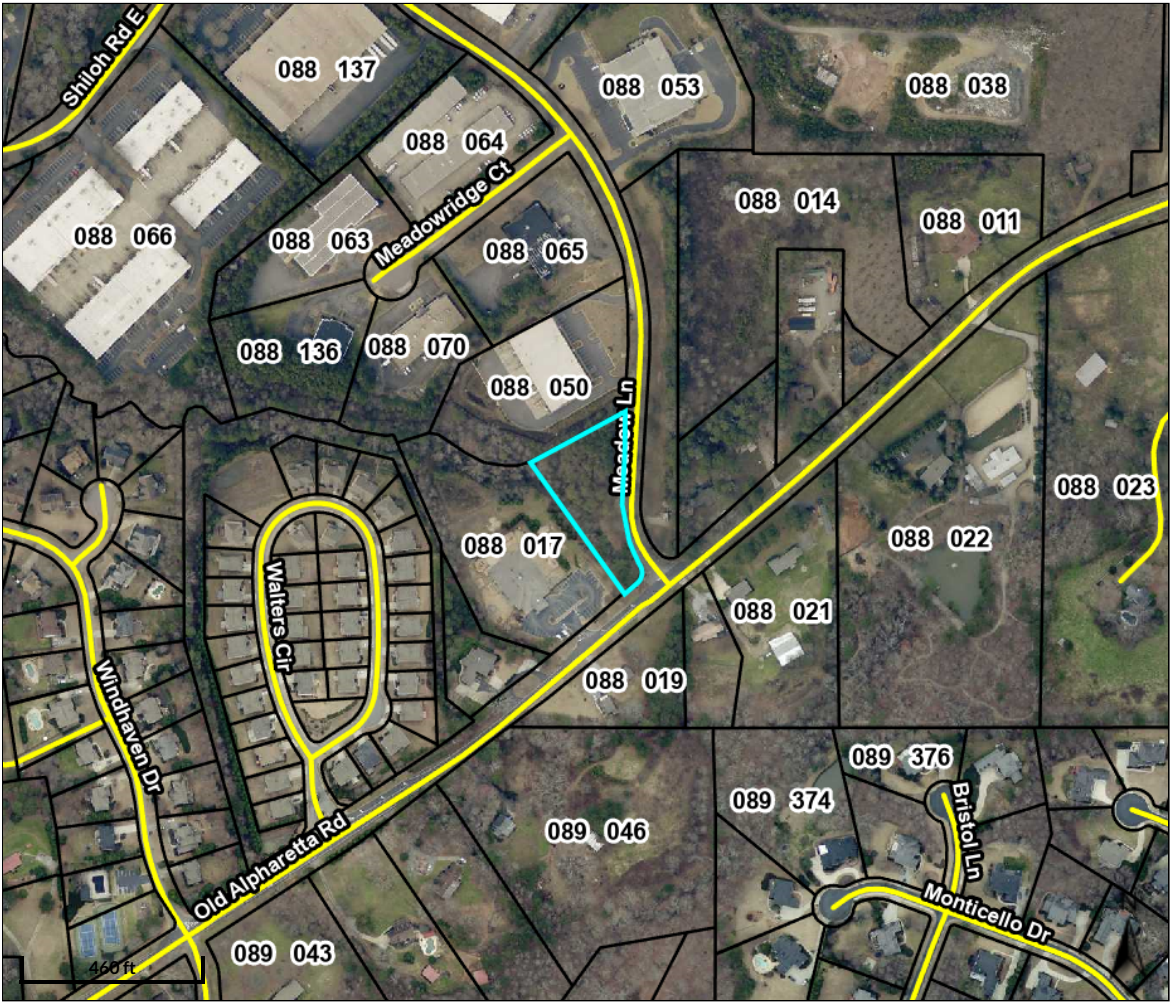
LIMITED WARRANTY DEED

“EXHIBIT A”

PREMISES LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 959 OF THE 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT IRON PIN FOUND IN THE NORTHWESTERN RIGH-OF-WAY MARGIN OF OLD ALPHARETTA ROAD, SAID IRON PIN BEING THE SOUTHEASTERMOST CORNER OF THE PROPERTY OF NCNB NATIONAL BANK OF NORTH CAROLINA, AS TRUSTEE (“NCNB”), AS DESCRIBED AS “TRACT C” IN A DEED RECORDED IN BOOK 434 AT PAGES 398-409 IN THE FORSYTH COUNTY, GEORGIA, PUBLIC RECORDS; THENCE RUNNING ALONG THE NORTHWESTERN RIGHT-OF-WAY MARGIN OF OLD ALPHARETTA ROAD, THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) S. 53-10-55 W. 33.85 FEET TO A POINT, (2) S. 52-45-37 W. 97.11 FEET TO A POINT, WHICH IS THE SOUTHWESTERNMOST CORNER OF THE AFORESAID NCNB PROPERTY AND (3) ALONG THE SOUTHWESTERN BOUNDARY LINE OF THE AFORESAID NCNB PROPERTY, N. 37-30-53 W. 10.00 FEET TO A POINT, WHICH IS THE TRUE POINT AND PLACE OF BEGINNING, SAID TRUE POINT AND PLACE OF BEGINNING BEING LOCATED IN A GENERALLY NORTHEASTERN DIRECTION 506.60 FEET FROM THE POINT OF INTERSECTION OF THE NORTHWESTERN RIGHT-OF-WAY MARGIN OF OLD ALPHARETTA ROAD AND THE SOUTHERN LAND LOT LINE OF LAND LOT LINE 959; THENCE FROM SAID TURE POINT AND PLACE OF BEGINNING, AND CONTINUING WITH A SOUTHWESTERN BOUNDARY LINE OF THE AFORESAID NCNB PROPERTY, N. 37-30-53 W. 427.35 FEET TO A POINT; THENCE N. 61-67-19 E. 289.24 FEET TO A POINT LOCATED IN THE WESTERN RIGHT-OF-WAY MARGIN OF A PROPOSED 60-FOOT RIGHT-OF-WAY; THENCE WITH THE WESTERN RIGHT-OF-WAY MARGIN OF SAID PROPOSED 60-FOOT RIGHT-OF-WAY, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) S. 06-13-24 W. 260.48 FEET TO A POINT; (2) WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 173.59 FEET (CHORD = S. 15-23-55 E. 169.50 FEET) TO A POINT, (3) WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 34.50 FEET, AN ARC DISTANCE OF 54.50 FEET (CHORD = S. 08-14-11 W. 49.01 FEET) TO A POINT AND (4) S. 53-21-28 W. 6.25 FEET TO A POINT, THE TRUE POINT AND PLACE OF BEGINNING, ENTITLED “SURVEY FOR: FORSYTH CO. FIRE STATION,” PREPARED BY CHARLEY F. FOSTER, GEORGIA R.L.S. NO. 1603, DATED MAY 21, 1990, REFERENCE TO WHICH IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.



Legend

- Parcels
- Parcel Numbers
- Address Numbers
- Roads

<p>Parcel ID 088 016</p> <p>Sec/Twp/Rng --</p> <p>Property Address MEADOW LN ALPHARETTA</p> <p>District n/a</p> <p>Brief 2-1 959 MEADOWS LN @ OLD ALPHARETTA</p> <p>Tax Description RD</p>	<p>Alternate ID 000000240745</p> <p>Class E1</p> <p>Acreage 1.25</p> <p>Value Information 562500</p>	<p>Owner Address F C FIRE STA FUTURE SITE ,00000</p> <p>Last 2 Qualified Sales</p> <table border="0"> <thead> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> </thead> <tbody> <tr> <td>n/a</td> <td>0</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>n/a</td> <td>0</td> <td>n/a</td> <td>n/a</td> </tr> </tbody> </table>	Date	Price	Reason	Qual	n/a	0	n/a	n/a	n/a	0	n/a	n/a
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n/a	0	n/a	n/a											

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