

Agenda Request Form

Cherokee County School District

Meeting Date
March 21, 2019

Agenda Item Number
H-1

Title
Termination of Declaration of Easement
Requested Action
School Board Consideration of Superintendent's Recommendation to Approve the Termination of a Declaration of Easements on the Property Containing the Dr. Frank R. Pertruziolo Educational Services Facility
Summary Explanation and Background
<p>Originally, the property acquired by the Cherokee County School District (CCSD) from the City of Canton for construction of the Dr. Frank R. Petruziolo Educational Services Facility was intended to be office condominiums. In order to facilitate the development of these planned condominiums, the property (now containing the CCSD facility, the adjacent fire station property and the tract that adjoins the fire station property to the North) was encumbered with easements designed with the intent to develop two separate tracts for the office condominiums.</p> <p>In 2008, the adjoining property was foreclosed upon by the lender. Although the CCSD School Board Attorney has advised staff that the easements referenced above were "nullified" by the foreclosures, the TPA Group requests, in an abundance of caution, the School Board's approval of the attached Termination of Declaration of Easements relative to the property it now owns.</p>
Major System Priority
Increase Accountability
Financial Impact
N/A
Exhibits: (List)
Boundary Line Agreement

Board Action
<i>(For Official School Board Records Only)</i>

Source of Additional Information				
<table style="width: 100%; border: none;"> <tr> <td style="border: none;">Tom Roach</td> <td style="border: none; text-align: right;">770.479.1871</td> </tr> <tr> <td style="border: none;">William J. Sebring</td> <td style="border: none; text-align: right;">770.479.1871</td> </tr> </table>	Tom Roach	770.479.1871	William J. Sebring	770.479.1871
Tom Roach	770.479.1871			
William J. Sebring	770.479.1871			

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____ (Date)

By: _____ (School Board Chairman)

Return to:

Richard P. Vornholt, Esq.
Holt Ney Zatzoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30329

Cross Reference:

Deed Book 9817, Page 427
Cherokee County, Georgia records

STATE OF GEORGIA
COUNTY OF CHEROKEE

TERMINATION OF DECLARATION OF EASEMENTS

This Termination of Declaration of Easements (the "Termination") is made and entered into as of February __, 2019, by CHEROKEE COUNTY SCHOOL SYSTEM and TG BLUFFS, LLC, a Georgia limited liability company (the "Parties").

WITNESSETH:

WHEREAS, on September 4, 2007, Watermist, LLC, a Georgia limited liability company (the "Original Declarant"), filed for recording that certain Declaration of Easements, dated September 4, 2007, recorded in **Deed Book 9817, page 427**, Cherokee County, Georgia records (the "Declaration"), pertaining to the proposed development of a condominium;

WHEREAS, the Original Declarant failed to complete construction of the condominium;

WHEREAS, the Parties are the successors-in-interest to Watermist, LLC under the Declaration and desire to terminate the Declaration to release the property encumbered by such Declaration from the easements and restrictions related to the development of the condominium.

NOW, THEREFORE, the Parties hereby terminate the Declaration in its entirety effective as of the date hereof, and no provisions of the Declaration shall be of any further force or effect. This Termination shall be binding upon, and where applicable, inure to the benefit of the Parties and any owners of property encumbered by the Declaration, and their respective heirs, personal representatives, successors and assigns.

[Signatures commence on next page]

IN WITNESS WHEREOF, the Parties have caused this Termination to be duly executed and sealed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

CHEROKEE COUNTY SCHOOL SYSTEM

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

My Commission Expires:

[Signatures continue on following page]

Signed, sealed and delivered in the presence of:

TG BLUFFS, LLC, a Georgia limited liability company

Unofficial Witness

By: _____
Name: J. Bradford Smith
Title: Manager

Notary Public

My commission expires: _____

[Notary Seal]

32 acres

O 144100
WATERMIST LLC
12453 HWY 92
STE 105
WOODSTOCK, GA 30188

Deed Book **9817** Pg **427**
Filed and Recorded 09/04/2007 02:42 PM
28-2007-043705

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

WHEN RECORDED, RETURN TO:
MORRIS, MANNING & MARTIN
5775-C PEACHTREE DUNWOODY RD., SUITE 150
ATLANTA, GEORGIA 30343
RE: Waterstone at the Bluffs Condominium

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS is executed as of the 4th day of September 2007, by Watermist, LLC, a Georgia Limited Liability Company, (together with its successors in title, hereinafter referred to as "Declarant.")

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property located in Land Lots 207, 208, 225 and 226 of the 14th District, City of Canton, Cherokee County, Georgia, being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property"); and

WHEREAS, Declarant intends to sell the Property to R. H. Homes Development, LLC ("RHH") and Old Mill Realty, LLC ("Old Mill") (RHH and Old Mill, collectively referred to herein as the "Builders") and Declarant and the Builders intend to develop the Property as a condominium to be known as Waterstone at the Bluffs Condominium pursuant to the Georgia Condominium Act and Declarant and the Builders have the right and option to phase the condominium by adding additional property, up to a maximum of one hundred eighteen (118) total units, (the Property, together with any of the additional property that may be submitted to the condominium and any condominium units, structures and improvements thereon as may exist thereon from time to time, being hereinafter referred to as the "Condominium"); and

WHEREAS, Declarant intends to establish for the benefit of the Declarant, the Builders, the Condominium unit owners, the occupants, tenants and guests, non-exclusive easement rights permitting ingress and egress over, across and through portions of the Property, and such other rights and easements as are set forth herein, but specifically excluding any units designated for separate ownership and/or enjoyment; and

NOW, THEREFORE, Declarant does hereby declare, reserve, convey and establish the following easements:

I. INGRESS AND EGRESS ON PROPERTY

Declarant hereby declares, reserves, conveys and establishes for the benefit of itself, the Builders, the Condominium unit owners, occupants, tenants, contractors, guests, any additional property unit owners, and Declarant's successors and assigns the following non-exclusive easement rights: (i) ingress and egress access on the private streets, sidewalks and parking areas located on the Property for both vehicular and pedestrian purposes; (ii) full use and enjoyment of any recreational facilities that may be built on the Property, and (iii) the right to use any parking spaces adjacent to such recreational facilities (except any spaces designated for separate exclusive use as Limited Common Elements under the terms of the Declaration of Condominium for the Condominium). The Declarant reserves the right to promulgate and enforce reasonable rules and regulations from time to time governing the use of the streets, sidewalks and parking areas, so long as such rules apply equally to the owners and occupants of the Condominium and any owners and occupants of additional property and do not discriminate against owners or occupants of any Condominium or additional property or their guests.

Deed BK 9817 PG 428

2. SALES OFFICE EASEMENT

Declarant declares, reserves, transfers, conveys and establishes a temporary easement for the benefit of itself, the Builders, and their successors and assigns, the right to occupy, use and maintain a sales and rental office perpetually of any size and description and to maintain signs of any size or description permitted by applicable law or governmental authorities in any place on the Condominium Property or portion of the additional property subsequently added to the Condominium, provided such sales and rental office and signs shall not be constructed in any location that will interfere with access to any Unit or parking area. This easement shall terminate on the earlier of: (I) thirty (30) days after the date that all units in the Condominium, or any portion of the additional property subsequently added to the Condominium, have been sold to an initial purchaser where a residential structure is built, or (II) ten (10) years after the date of this Declaration.

3. UTILITY EASEMENTS

Declarant hereby grants to itself, the Builder, and their successors and assigns, perpetual, non-exclusive easements in, on, under and through the Property for the connection to, repair, maintenance and use of all sewer, water, gas, electric, telephone, cable and other utility lines and pipes now or hereafter located on the Property (other than lines or pipes serving a single condominium unit on the Condominium Property).

4. EASEMENTS FOR INADVERTENT ENCROACHMENTS

In the event that any building constructed on the Property encroaches upon another, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of a building, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any such building shall be partially or totally damaged or destroyed as a result of fire, other casualty, condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachment of the affected property due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

5. COMMON EXPENSES AND MAINTENANCE OBLIGATIONS

Declarant shall maintain the private streets, sidewalks, landscaped areas and any adjacent parking area contained within the Property in good, clean, orderly and sanitary condition and the following expenses incurred by or on behalf of Property with regard to such operation and maintenance shall be deemed Common Expenses hereunder:

- (a) Reasonable management fees and expenses of administration (excluding internal overhead), including legal and accounting fees, incurred in connection with all streets, sidewalks, landscaped area, and parking areas;
- (b) Utility charges for all utilities serving the streets, sidewalks, landscaped areas and parking areas;
- (c) Premiums for hazard, comprehensive general liability, and any other insurance which is maintained by the owner with regard to the streets, sidewalks, recreation areas, landscaped areas and parking areas;
- (d) The expenses of maintenance, operation, repair and replacement of all streets, sidewalks, recreation areas, landscaped areas and parking areas, including without limitation, the costs of labor, equipment, and materials incurred in connection therewith; provided, however, that in the event that any repair or maintenance is required as a result of any damage caused by the acts or omissions of any owner or its employees, agents, contractors or licensees, all costs therefore may be passed on to such owner, who shall bear the sole cost of such maintenance or repairs.

Deed BK 9817 PG 429

- (e) Ad valorem real property and personal property assessed against or otherwise attributable to the recreational facilities and parking area;
- (f) The expenses necessary to establish and maintain a reserve fund for any capital improvements or repairs necessary to the streets, sidewalks, recreation areas, landscaped areas and parking areas;
- (g) The costs or expenses of any and all actions necessary or appropriate to enforce this Agreement.

At such time as portions of the Property are conveyed to RHH or Old Mill, RHH and Old Mill shall pay their pro rata share of the Common Expenses incurred. Declarant's pro rata share shall be the ratio of the number of expected residential units contained within the Condominium less the number of residential units on the property owned by RHH and Old Mill to the total number of expected residential units within the Condominium. RHH's pro rata share shall be the ratio of the number of residential units contained with the Property owned by RHH to the total number of expected residential units within the Condominium. Old Mill's pro rata share shall be the ratio of the number of residential units contained within the Property owned by Old Mill to the total number of expected residential units within the Condominium. No owner shall be required to pay such charges more frequently than once every month and shall not be required to pay any charges due hereunder until at least fifteen (15) days after receipt of an itemized bill with supporting records from the owner assessing such charges.

6. EASEMENT RUNS WITH THE LAND

This Agreement and all easement rights declared, reserved, transferred, conveyed or established hereunder shall inure to the benefit of and be enforceable by the heirs, personal representatives, successors, successors-in-title and assigns of the parties hereto and such easement rights shall be appurtenant to the Property and shall run with the land and with title to the Property.

7. EXPANSION OF CONDOMINIUM

If all of the Property is submitted to the Georgia Condominium Act pursuant to the option of Declarant to expand the Condominium to include all the Property and all the Property becomes a part of the same Condominium, then all easements and rights granted herein EXCEPT the sales office easement contained in Paragraph 2 above (which shall expire as provided for therein), shall automatically terminate and all rights under the applicable Condominium instruments shall replace the easements and rights granted herein.

8. GOVERNED BY GEORGIA LAW

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

(Signature appears on next page)

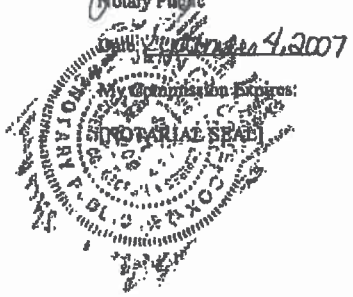
Deed BK 9817 PG 430

IN WITNESS WHEREOF, Declarant has signed and sealed this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public



DECLARANT: Watermist, LLC,
A Georgia Limited Liability Company

By: [Signature] (SEAL)

Name: Bob Quairiel

Title: Vice President

Deed BK 9817 PG 431

EXHIBIT "A"
LEGAL DESCRIPTION
PROPERTY

Deed BK 9817 PG 432

WATERSTONE AT THE BLUFFS PROPERTY LINE DESCRIPTION

ALL THAT TRACT OF PARCEL OF LAND LING AND BEND IN LAND LOT 207, 208, 225 & 226 OF THE 14TH DISTRICT, 2ND SECTION, CITY OF CANTON, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RIGHT OF WAY MONUMENT FOUND AT THE INTERSECTION OF THE COMMON LINE OF LAND LOTS 225 & 226 AND THE WESTERLY RIGHT OF WAY OF I-575 (VARIABLE R/W); THENCE LEAVING SAID WESTERLY RIGHT OF WAY OF I-575 AND ALONG SAID COMMON LAND LOT LINE NORTH 84 DEGREES 43 MINUTES 05 SECONDS WEST, 818.10 FEET TO A 8" OPEN TOP PIPE FOUND;

THENCE LEAVING SAID LAND LOT LINE NORTH 62 DEGREES 41 MINUTES 43 SECONDS EAST, 813.09 FEET TO A POINT;

THENCE NORTH 89 DEGREES 35 MINUTES 45 SECONDS WEST, 1143.07 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF BLUFFS PARKWAY (VARIABLE R/W);

THENCE ALONG SAID WESTERLY RIGHT OF WAY OF BLUFFS PARKWAY SOUTH 15 DEGREES 45 MINUTES 54 SECONDS WEST, 898.68 FEET TO A POINT;

THENCE SOUTH 15 DEGREES 45 MINUTES 54 SECONDS WEST, 98.72 FEET TO A RIGHT OF WAY MONUMENT FOUND;

THENCE SOUTH 35 DEGREES 38 MINUTES 48 SECONDS WEST, 122.22 FEET TO A RIGHT OF WAY MONUMENT FOUND;

THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 35.39 FEET, SAID CURVE HAVING A RADIUS OF 130.00 FEET AND BEING SUBTENDED BY A CHORD OF 32.59 FEET, AT SOUTH 54 DEGREES 44 MINUTES 26 SECONDS WEST, TO A POINT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 102.41 FEET, SAID CURVE HAVING A RADIUS OF 129.00 FEET AND BEING SUBTENDED BY A CHORD OF 84.41 FEET, AT SOUTH 08 DEGREES 59 MINUTES 21 SECONDS EAST, TO A POINT;

THENCE SOUTH 08 DEGREES 59 MINUTES 21 SECONDS EAST, 118.84 FEET TO A RIGHT OF WAY MONUMENT FOUND;

THENCE SOUTH 04 DEGREES 38 MINUTES 57 SECONDS EAST, 619.16 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 679.74 FEET, SAID CURVE HAVING A RADIUS OF 268.81 FEET AND BEING SUBTENDED BY A CHORD OF 651.46 FEET, AT SOUTH 20 DEGREES 35 MINUTES 43 SECONDS WEST, TO A POINT;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY SOUTH 88 DEGREES 38 MINUTES 14 SECONDS WEST, 872.10 FEET TO A POINT ON THE ELEVATION 1050 CONTOUR LINE;

THENCE FOLLOWING SAID ELEVATION 1050 CONTOUR LINE SOUTH 69 DEGREES 11 MINUTES 02 SECONDS WEST, 34.77 FEET TO A POINT;

THENCE SOUTH 69 DEGREES 24 MINUTES 37 SECONDS WEST, 36.89 FEET TO A POINT;

THENCE NORTH 69 DEGREES 42 MINUTES 01 SECONDS WEST, 82.96 FEET TO A POINT;

THENCE NORTH 64 DEGREES 33 MINUTES 03 SECONDS WEST, 56.87 FEET TO A POINT BEING FOUND;

THENCE NORTH 40 DEGREES 38 MINUTES 59 SECONDS WEST, 42.78 FEET TO A POINT;

THENCE NORTH 18 DEGREES 40 MINUTES 36 SECONDS WEST, 58.19 FEET TO A POINT;

THENCE NORTH 39 DEGREES 24 MINUTES 15 SECONDS WEST, 89.56 FEET TO A POINT;

THENCE NORTH 70 DEGREES 59 MINUTES 22 SECONDS WEST, 41.09 FEET TO A POINT;

THENCE NORTH 05 DEGREES 10 MINUTES 19 SECONDS WEST, 35.49 FEET TO A POINT;

THENCE NORTH 33 DEGREES 53 MINUTES 06 SECONDS EAST, 88.08 FEET TO A POINT;

THENCE NORTH 33 DEGREES 59 MINUTES 31 SECONDS EAST, 48.34 FEET TO A POINT;

THENCE NORTH 41 DEGREES 04 MINUTES 48 SECONDS EAST, 76.38 FEET TO A POINT;

THENCE NORTH 43 DEGREES 38 MINUTES 54 SECONDS EAST, 53.77 FEET TO A POINT;

THENCE NORTH 74 DEGREES 43 MINUTES 42 SECONDS EAST, 108.19 FEET TO A POINT;

THENCE NORTH 81 DEGREES 28 MINUTES 57 SECONDS EAST, 48.17 FEET TO A POINT;

THENCE SOUTH 84 DEGREES 17 MINUTES 07 SECONDS EAST, 16.12 FEET TO A POINT;

THENCE NORTH 50 DEGREES 41 MINUTES 04 SECONDS EAST, 11.30 FEET TO A POINT;

THENCE NORTH 44 DEGREES 29 MINUTES 05 SECONDS WEST, 48.89 FEET TO A POINT;

THENCE NORTH 62 DEGREES 07 MINUTES 23 SECONDS WEST, 71.72 FEET TO A POINT;

THENCE NORTH 27 DEGREES 21 MINUTES 59 SECONDS WEST, 75.15 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 31 MINUTES 47 SECONDS WEST, 61.07 FEET TO A POINT;

THENCE SOUTH 80 DEGREES 07 MINUTES 10 SECONDS WEST, 31.64 FEET TO A POINT;

THENCE NORTH 89 DEGREES 26 MINUTES 18 SECONDS WEST, 54.12 FEET TO A POINT;

THENCE NORTH 82 DEGREES 15 MINUTES 11 SECONDS WEST, 45.87 FEET TO A POINT;

THENCE NORTH 10 DEGREES 18 MINUTES 51 SECONDS EAST, 51.49 FEET TO A POINT;

THENCE NORTH 31 DEGREES 58 MINUTES 49 SECONDS EAST, 72.10 FEET TO A POINT;

THENCE NORTH 48 DEGREES 13 MINUTES 35 SECONDS EAST, 42.24 FEET TO A POINT;

THENCE NORTH 12 DEGREES 33 MINUTES 38 SECONDS WEST, 45.30 FEET TO A POINT;

THENCE NORTH 33 DEGREES 24 MINUTES 54 SECONDS WEST, 51.59 FEET TO A POINT;

THENCE NORTH 17 DEGREES 26 MINUTES 11 SECONDS EAST, 31.84 FEET TO A POINT;

THENCE NORTH 21 DEGREES 06 MINUTES 53 SECONDS EAST, 34.17 FEET TO A POINT;

THENCE NORTH 45 DEGREES 44 MINUTES 57 SECONDS EAST, 72.73 FEET TO A POINT;

THENCE NORTH 84 DEGREES 51 MINUTES 02 SECONDS WEST, 38.43 FEET TO A POINT;

THENCE LEAVING SAID ELEVATION 1050 CONTOUR LINE NORTH 29 DEGREES 13 MINUTES 00 SECONDS EAST, 230.61 FEET TO A POINT;

THENCE NORTH 01 DEGREES 16 MINUTES 37 SECONDS EAST, 432.37 FEET TO A POINT;

THENCE NORTH 89 DEGREES 50 MINUTES 54 SECONDS EAST, 348.04 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 204.24 FEET, SAID CURVE HAVING A RADIUS OF 289.04 FEET AND BEING SUBTENDED BY A CHORD OF 204.24 FEET, AT SOUTH 78 DEGREES 58 MINUTES 47 SECONDS EAST, TO A POINT;

THENCE SOUTH 33 DEGREES 44 MINUTES 59 SECONDS EAST, 13.29 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF BLUFFS PARKWAY (VARIABLE R/W), SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 32.00 ACRES.

Gaskins

2142 Peachtree Street, N.E. Atlanta, Georgia 30309 Phone: (770) 414-7128 Fax: (770) 414-7128

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WATERSTONE L.L. 207 & 226, 14TH DISTRICT, 2ND SECTION CHEROKEE COUNTY, GEORGIA

EXHIBIT "A"

Table with 3 columns: SHEET TITLE, DRAFTED BY, CHECKED BY. Row 1: LEGAL, KRP, SLR. Row 2: DESCRIPTION, DATE (02-05-07), PROJ. ID. (0102)

AFTER RECORDING

RETURN TO:

Thomas A. Roach, Jr.
 Roach, Caudill and Gunn LLP
 111 West Main St.
 Canton, GA 30114

Deed Book **13261** Pg **323**
 Filed 04/17/2015 04:13 PM
 28-2015-011416
 Transfer Tax 0.00
 Patty Baker
 Clerk of Superior Court Cherokee Cty, GA

LIMITED WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF CHEROKEE

17th THIS GENERAL WARRANTY DEED, hereinafter referred to as "Deed", is made this day of April, 2015, by and between CITY OF CANTON, GEORGIA, hereinafter referred to as "Grantor", and, CHEROKEE COUNTY SCHOOL SYSTEM A/K/A CHEROKEE COUNTY SCHOOL DISTRICT A/K/A CHEROKEE COUNTY BOARD OF EDUCATION hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context require or permits).

WITNESSETH THAT:

WHEREAS, at a meeting held on March 17, 2015 the Grantor approved the transfer of property described in this Deed in exchange for property to be transferred by Grantee to Grantor; and

WHEREAS, at a meeting held on March 19, 2015, the Grantee approved the acquisition of the property described in this Deed and approved the transfer of property from Grantee to Grantor;

NOW THEREFORE, Grantor, for and in consideration of the mutual exchange of properties, has given, granted, conveyed and confirmed, and by these presents does hereby give, grant, convey and confirm unto Grantee:

All that tract or parcel of land, hereinafter referred to as the "Property", lying and being in Land Lot 207 of the 14th District, 2nd Section of City of Canton, Cherokee County, Georgia, and being more particularly described in the legal description marked EXHIBIT "A", which is attached hereto, incorporated herein and by this reference made a part hereof.

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 proper use, benefit and behoof of Grantee, forever in FEE SIMPLE.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

CITY OF CANTON, GEORGIA

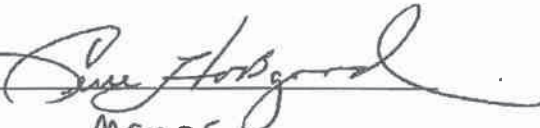
By: 
Its: Mayor



EXHIBIT "A"
TO DEED BETWEEN CHEROKEE COUNTY SCHOOL DISTRICT AND
CITY OF CANTON, GEORGIA

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-2,204,898.0; thence along said westerly right of way S04°28'18"E for a distance of 412.64 feet to the intersection of said property and the common line between property now or formerly owned by (i) Cherokee County School District and (ii) Waterstone at The Bluffs Phase 1 as recorded in plat book 99 page 129 of Cherokee County, Georgia records; thence continuing along said right of way, S04°28'18"E for a distance of 65.95 feet to the **Point of Beginning**; thence continuing along said westerly right of way the following 3 courses and distances: [S04°28'18"E for a distance of 95.25 feet; S04°28'18"E for a distance of 45.32 feet; southwesterly 672.73 feet along the arc of a curve, concave to the west, having a central angle of 50°09'11", a radius of 768.54 feet, and a chord bearing and distance of S20°36'19"W and 651.46 feet] to the intersection of the westerly right of way line of Bluffs Parkway 100 ' RW and the southern line of now or formerly Cherokee County School District property; thence leaving said right of way and along said southern line, S88°28'55"W for a distance of 547.79 feet to the 1060 contour line of the reservoir which is the property line; thence along said 1060 contour line the following 23 courses and distances: [N59°43'08"W for a distance of 6.32 feet; S69°31'20"W for a distance of 36.49 feet; S89°42'31"W for a distance of 60.86 feet; S88°16'58"W for a distance of 88.85 feet; N42°43'40"W for a distance of 97.86 feet; N17°02'43"W for a distance of 72.58 feet; N30°51'37"W for a distance of 82.55 feet; N03°33'27"W for a distance of 29.92 feet; N30°18'25"E for a distance of 73.88 feet; N37°53'23"E for a distance of 89.04 feet; N48°42'40"E for a distance of 94.11 feet; N77°03'58"E for a distance of 93.68 feet; N87°43'38"E for a distance of 86.46 feet; N16°00'15"W for a distance of 41.75 feet; N69°46'49"W for a distance of 86.76 feet; N71°04'52"W for a distance of 70.34 feet; S89°11'25"W for a distance of 67.49 feet; S82°46'46"W for a distance of 92.75 feet; N74°06'52"W for a distance of 69.20 feet; N25°19'09"E for a distance of 62.15 feet; N60°06'01"E for a distance of 71.99 feet; N24°45'36"E for a distance of 33.98 feet; N14°00'02"W for a distance of 7.83 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) Future City of Canton Fire Station Site; thence along said common line the following 4 courses and distances: [N89°59'50"E for a distance of 739.78 feet; N00°00'00"W for a distance of 76.75 feet; S90°00'00"E for a distance of 266.10 feet; easterly 26.81 feet along the arc of a curve, concave to the north, having a central angle of 38°24'20", a radius of 40.00 feet, and a chord bearing and distance of N71°42'22"E and 26.31 feet to the **Point of Beginning** of said tract.

Containing 15.14 acres or 659,405 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 14, 2015, (Job No. 15006), unto which reference is hereby made.