AGREEMENT FOR REAL ESTATE PURCHASE AND SALE

THIS AGREEMENT is entered into this _____ day of ______, 2021, between Coweta County, Georgia (the "County") and the City of Senoia (the "City"), collectively referred to as "Parties".

WHEREAS, the County owns certain real property located at 300 Howard Road which is more specifically described in Exhibit "A" (the "Property"); and

WHEREAS, the City owns real property located on both sides of the Property; and

WHEREAS, the City desires to acquire the Property for potential assemblage and use for its governmental purposes; and

WHEREAS, an independent, third-party appraisal valued the Property at \$305,000.00 which consists of 2.00 acres of land and a 4,365 +/- square feet community center.

NOW, THEREFORE, for and in consideration of the mutual benefits flowing to and between the Parties hereto, it is agreed as follows:

1.

The recitals set forth above are expressly incorporated herein and made a part hereof by reference.

2.

The City shall pay the County the sum of \$305,000.00.

3.

The County shall convey by limited warranty deed to the City that real property more specifically described on Exhibit "A."

4.

This Agreement has been adopted by the County and the City in duly a advertised and convened public meeting in accordance with Georgia Open Meetings Law.

5.

This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provision.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

7. There are no third-party beneficiaries to this Agreement.

8.

This Agreement may be amended or modified by mutual consent of the parties, provided any and all such amendments or modifications shall be in writing and signed by authorized representatives of both parties.

This Agreement, and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, the County and City have executed this Agreement as of the date first above written.

COWETA COUNTY, GEORGIA

CITY OF SENOIA

By: _____

Chairman

By: ______ Mayor

Attest: _____

Attest:

9.

Exhibit "A"

All that tract or parcel of land lying and being in the City of Senoia, Land Lot 248, First Land District, Coweta County, Georgia and being more particularly described as 2.000 acres on a survey of said property, prepared for Coweta County, dated 9/24/98, by John R. Christopher, Registered Land Surveyor, and recorded in Plat Book 67, Page 244, Coweta County Georgia Records.

