

QUIT-CLAIM DEED

STATE OF GEORGIA,
COUNTY OF COWETA

After Recording, Return To:

C. Bradford Sears, Jr. Esq.
Sanders, Haugen & Sears, P.C.
Post Office Box 1177
Newnan, Georgia 30264

THIS INDENTURE is made as of the ____ day of _____, 2023, between LE BLANC INVESTMENTS, LLC (hereinafter referred to as "Grantor") and CITY OF SENOIA, GEORGIA (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

That Grantor for and in consideration of the sum of One Dollar in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise convey and forever QUITCLAIM unto said Grantee the following described real estate:

One Parcel of land lying and being in the Town of Senoia, adjoining lands now or formerly John Dorsey on the West; S. C. Travis on the North and the Central Railroad and Alford Thurmond on the South, same being a part of the lot or parcel which Alford Thurmond bought from Clarra Yates. Said lot of land containing one acres.

This being the tract of land conveyed by Alford Thurmond to Ophelia Sanders on December 26, 1910, and recorded in Deed Book 26 page 458, Coweta County Records.

This being the tract conveyed by Sheriff's Tax Sale Deed to Coweta County, Georgia dated 6/30/1984, recorded in Deed Book 373, Page 234, Coweta County Records and by Quitclaim Deed from Coweta County, Georgia to Le BLANC INVESTMENTS, LLC dated November 23, 2016, recorded in Deed Book 4471, page 359, Coweta County

Coweta County, Georgia does not warrant title to the above-described property. Coweta County, Georgia obtained the above-described property by virtue of its tax sale deed. Coweta County, Georgia is not conveying marketable title. Coweta County, Georgia has not performed

a title search on this Property.

The above-described Property is being sold subject to the Tax Payer's Right of Redemption. Coweta County, Georgia has not taken action to cut off the right of redemption pursuant to O.C.G.A. Section 48-4-45 et seq.

TO HAVE AND TO HOLD the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time by any means or ways, have, claim or demand any right, title or interest to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said Grantor has hereunto caused its duly authorized officials to set their hands and affix its seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

LE BLANC INVESTMENTS, LLC

By: _____ (SEAL)

Unofficial Witness

Sole Member/Manager

Notary Public
My Commission Expires On: .

**AGREEMENT REGARDING
DONATION OF LAND**

THIS AGREEMENT (this "Agreement"), is made as of this _____ day of _____, 2023, between LE BLANC INVESTMENTS, LLC ("Donor"), of the State of Georgia and The City of Senoia, Georgia, a Municipal Corporation, of the State of Georgia ("Donee").

WITNESSETH

WHEREAS, Donor is the owner of certain property located in Land Lot ____ of the _____ Land District, Senoia, Coweta County, Georgia, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), (the Land, together with all easements and right of ways now or hereafter located in, on or under the Land collectively, the "Gift Property") which was acquired by Donor by a Quit Claim from Coweta County, Georgia which Coweta County, Georgia acquired by a Sheriff's Tax Deed; and

WHEREAS, Donor has agreed to donate and Donee has agreed to accept the Gift Property as a Gift to Donee subject to the terms and conditions contained herein; and

WHEREAS, if it is necessary for the Donor to have a survey completed of the Gift Property to delineate the exact boundaries of the property to be donated and Donee agrees to pay the cost of the survey; and

WHEREAS, if it is necessary to have an appraisal made of the Gift Property by a certified appraiser (hereinafter the "Appraisal") to establish the value of the Gift to Donee and Donor has agreed to pay the cost of the Appraisal; and

WHEREAS, Donee acknowledges that the right of redemption afforded to the prior owner, Kitty Atwater Estate, has not been foreclosed by Donor; and

WHEREAS, to induce Donee to accept the Gift Property, Donor has agreed to provide this Agreement for Donee's benefit.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donee, by its acceptance of the Gift Property hereof, and Donor in further consideration of Donee accepting the Gift Property, hereby agree as follows:

1. If needed, Donee agrees to pay the cost of the survey of the Gift Property.
2. Donee agrees to pay past due 2022 ad valorem taxes on said property in the amount of \$614.79 (good through 6/1/2023).

3. Donee shall pay all ad valorem taxes levied by Coweta County, Georgia and the City of Senoia on the Gift Property for the year 2023 when same becomes due on or before December 1, 2023.

4. If Donor wants to have an appraisal of the Gift Property, Donor shall pay the cost of an Appraisal of the Gift Property and furnish a copy to Donee; otherwise, the Coweta County Assessor's appraisal of the Gift Property will be used to represent the Gift Property which value is \$42,000.00.

5. Donee shall be responsible for foreclosing the right of redemption afforded to the prior owner.

6. Based upon Donor's Representation of the Coweta County Tax Assessor's value or the Appraisal, if Donor furnishes one, Donee shall furnish a letter to Donor certifying Donor's gift of the Gift Property.

7. Donor shall execute the following documents to effectuate the transfer of the Gift Property.

- a. Quitclaim Deed
- b. Settlement Statement
- c. Compliance Agreement

GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND INTERPRETED AND DETERMINED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

IN WITNESS WHEREOF, Donor has caused this Agreement to be executed under seal as of the day and year first written above.

Donor:
LE BLANC INVESTMENTS, LLC

By: _____(SEAL)
_____ (Title)

Donee:
CITY OF SENOIA, GEORGIA

By: _____(SEAL)
Harold Simmons, City Manager

Attest: _____
Lynn Carter, City Clerk

STATE OF: Georgia
DONEE: City of Senoia, Georgia
DONOR: LE BLANC INVESTMENTS, LLC
PROPERTY: acre Land Lot
District 3 City of Senoia

COMPLIANCE AGREEMENT

The **DONEE** and **DONOR** agree that should any inadvertent errors or omissions later be discovered in any documents executed at closing, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

The **DONEE** and **DONOR** hereby covenant and agree to fully cooperate in a timely manner with Attorney to initial such changes in or re-execute, when requested, such documents as may be submitted to **DONEE** and/or **DONOR**.

DATED effective this
____ day of _____, 2023

DATED effective this
____ day of _____, 2023

City of Senoia, Georgia

LE BLANC INVESTMENTS, LLC

By: _____
Harold Simmons, City Manager

By: _____
_____, Member/Manager

Sworn to and subscribed before me this
____ day of _____, 2023

Sworn to and subscribed before me this
____ day of _____, 2023

Notary Public
My Commission Expires: _____

Notary Public
My Commission Expires: _____