

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement"), is made and entered into this the _____ day of _____, 2025, by and between **CITY OF JOHNS CREEK, GEORGIA**, 11360 Lakefield Drive, Johns Creek, Georgia 30097, a Georgia municipal corporation ("City") and **DESCENDANTS OF MACEDONIA CHURCH AND CEMETERY OF JOHNS CREEK, GEORGIA, INC.**, [REDACTED], a Georgia nonprofit corporation ("Descendants Group").

WHEREAS, pursuant to O.C.G.A. § 36-37-6(f), the Mayor and City Council of the City, as the governing authority of the City, are authorized to sell real property within the corporate limits of the City for museum purposes to a nonprofit corporation which is classified as a public foundation under the United States Internal Revenue Code, for the purpose of building, erecting, and operating thereon a museum; and

WHEREAS, Descendants Group has obtained classification as a non-profit public foundation pursuant to a finding of the Director of Exempt Organizations of the Department of the Treasury, Internal Revenue Service, Tax Exempt and Government Entities Division; and

WHEREAS, the City desires to sell 1.92 acres of real property with Tax Parcel ID No. 11-0940-0329-002-0, commonly referred to as the Macedonia Methodist African Church Cemetery, located in the County of Fulton, State of Georgia (more particularly identified below) (the "Property"), and Descendants Group desires to acquire the Property for the purpose of building, erecting, and operating thereon a museum and on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration paid by Descendants Group to the City on the execution of this Agreement; the receipt, adequacy, and sufficiency of which the parties hereby acknowledge, the City and the Descendants Group covenant and agree as follows:

Section 1: Property

The City agrees to sell and Descendants Group agrees to purchase the Property as more particularly described in Exhibit A, which is attached hereto and incorporated into this Agreement by reference as if fully set forth herein.

Section 2: Purchase Price

The purchase price of the Property shall be Ten Dollars and No/100 (\$10.00) payable by check or wire transfer to City at Closing (as defined below). Descendants Group covenants, promises, agrees, and warrants that it is purchasing the Property for the purpose of building, erecting, and operating thereon a museum to be accessible by the general public.

Section 3: Covenants Running with the Land

The parties agree that the Property is now a cemetery. Given the special and unique character of the Property, Descendants Group covenants, promises, agrees, and warrants as follows:

- a. The Property will remain a cemetery and that any descendant (as that term is defined in O.C.G.A. § 36-72-2) of any person buried at the Property shall have access to the Property at all times.
- b. The Property will not be developed in any way, except for the building, erecting, and operating thereon a public museum; said limitation being subject to any existing easements and utility lines on the Property.
- c. There shall be a sign maintained on the Property that identifies the cemetery on the Property, said sign shall be limited to the existing sign on the Property, or if a new sign is to be erected, it shall conform to the requirements of a Standard Information Sign or Monument Sign permitted for the Agricultural District, in accordance with the City's Sign Ordinance. Construction and ongoing maintenance of the sign shall be in compliance with the standards and requirements of the City's sign ordinance.

The City hereby reserves, declares, and establishes, and Descendants Group, by its entry into this Agreement, covenants, promises, agrees, and warrants that these covenants in this Section 3 constitute covenants running with the land in perpetuity from and after the date of the sale of the Property, that these covenants shall bind any and all heirs and/or successors in title and/or successors in interest, and that these covenants shall be enforceable by specific performance and injunctive relief as well as all other remedies afforded by law.

Section 4: Reverter

The parties hereby agree that title to the Property will revert to the City in the following circumstances:

- a. The Property is abandoned. For purposes of this provision, “abandoned” means the Property shows signs of neglect including, without limitation, extended period of lack of maintenance of the Property, the unchecked growth of vegetation throughout the Property, repeated and unchecked acts of vandalism, and/or partial construction that has remained unfinished for an extended period of time due to lack of work.
- b. The Property ceases to be used as a cemetery.
- c. The Property is sought to be developed for any purpose other than the building, erecting, and operating thereon a museum to be accessible by the general public.
- d. Access to the Property is not maintained such that any descendant (as that term is defined in O.C.G.A. § 36-72-2) of any person buried at the Property is prevented from being able to visit the Property.

The City hereby reserves, declares, and establishes, and Descendants Group, by its entry into this Agreement, covenants, promises, agrees, and warrants that this reverter clause runs with the land in perpetuity from and after the date of the sale of the Property, that it shall bind any and all heirs and/or successors in title and/or successors in interest, and that it shall be enforceable by specific performance and injunctive relief as well as all other remedies afforded by law.

Section 5: Rights and Duties Prior to Closing

- a. Descendants Group shall seven (7) days from the date of this Agreement as a due diligence period.
- b. At least seven (7) days prior to Closing (as defined below), the City shall have the following duties:
 - (1) Remove the interior fencing.

- (2) Provide any and all required disclosures and copies of any and easement agreements relating to the Property.

Section 6: Closing

The consummation and closing ("Closing") of the purchase and sale contemplated in this Agreement shall be held during regular business hours on or before _____, 2025. The exact time, place, and closing date shall be selected by the parties by agreement.

Section 7: Conveyances and Deliveries at Closing

At Closing, the following items shall be executed and delivered:

- a. The City shall convey the Property to Descendants by limited warranty deed.
- b. The City shall convey any easements appurtenant to the Property, including the access easement, by quitclaim deed.
- c. Descendants Group will provide an estimated timeframe for the building, erecting, and operating thereon a museum to be accessible by the general public. The parties agree and acknowledge that this is just an anticipated schedule.

Section 8: Indemnification

The parties agree and acknowledge that upon Closing, the City shall no longer have any duties with respect to the of the Property and shall therefore have no responsibility regarding any injuries, damages, or losses of any kind relating to the possession and use of the Property. Accordingly, Descendants Group shall indemnify, defend and hold harmless the City, its officials, directors, employees, agents, and representatives from and against any and all liabilities, claims, judgments, awards, settlements, damages and costs (including attorney's and consultant's fees and costs), including, without limitation, those incurred for remedial investigation, removal, interim and final remedial action, cleanup, abatement or other remedial work, natural resource damages, personal injury or property damages, fines and penalties arising from or related to the Property subsequent to the closing date.

Section 9: Broker

Each party represents to the other that it has not incurred any obligation to any broker or real estate agent with respect to the purchase or sale of the Property.

Section 10: General Provisions

- a. The Agreement shall be binding on each party and each party's heirs, successors and/or assigns and shall inure to the benefit of each party and each party's heirs, successors and/or permitted assigns.
- b. Entire Agreement: this Agreement and the exhibit referenced in this Agreement which is attached hereto and incorporated by reference herein contains the entire agreement of the parties with respect to the matters contained in this instrument, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. Except as may be otherwise provided in this instrument, the terms embodied in this Agreement may not be amended except by an agreement in writing signed by the parties to this Agreement.
- c. Time Is of the Essence of the transaction contemplated by this Agreement.
- d. All covenants, agreements, indemnities, representations and warranties contained in this Agreement shall survive termination of this Agreement prior to the closing date (except for the agreements to purchase and sell the Property), and the closing date except those covenants and specifically provided in this Agreement; and except for such provisions, all covenants, agreements, representations, indemnities and warranties shall not be merged into the deed and other documents delivered at Closing.
- e. The parties agree to execute and deliver any further documents or instruments as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement. This covenant shall survive the Closing of this purchase and sale.
- f. Each party participated in the drafting of this Agreement, and in the event of any question of construction, there shall be no interpretation in favor of or against either party.
- g. Each party agrees that it has had ample time to review this Agreement, to discuss same with any counsel or representative of its choice, and to request clarifications of or revisions to this Agreement. Each party is entering this

Agreement freely, voluntarily, and knowing its rights with respect to the transaction herein.

- h. The City warrants and represents that the individual signing this Agreement on its behalf has authority to enter this Agreement and to bind the City. Descendants Group warrants and represents that the individual signing this Agreement on its behalf has authority to enter this Agreement and to bind the Descendants Group.

[Signatures on next page.]

IN WITNESS WHEREOF, City hereby signs and seals this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF JOHNS CREEK, GEORGIA,
a municipal corporation of the State of Georgia

Unofficial Witness

By: _____

Notary Public
My commission expires: _____

Name: _____

Title: _____

[NOTARIAL SEAL]

IN WITNESS WHEREOF, Descendants Group signs and seals this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**DESCENDANTS OF MACEDONIA
CHURCH AND CEMETERY OF
JOHNS CREEK, GEORGIA, INC.,** a
nonprofit corporation of the State of Georgia

Unofficial Witness

By: _____

Notary Public
My commission expires: _____

Name: _____

Title: _____

[NOTARIAL SEAL]

EXHIBIT A – LEGAL DESCRIPTION