

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

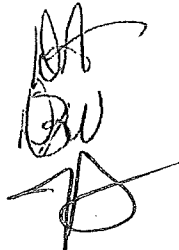
THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 18th day of May, 2023, by and between **Habersham County, Georgia, a subdivision of the State of Georgia, by and through its Board of Commissioners** (hereinafter "Purchaser"), and **Batson Family LP** (hereinafter "Seller").

WITNESSETH:

WHEREAS, Seller hereby agrees to sell and Purchaser hereby agrees to purchase that certain parcel of real property located in Habersham County, Georgia, located on **State Highway 365, being Tax Parcel 109 009**, containing 58.44 acres, more or less, as further identified in Exhibit "A" as two parcels: South Parcel of approximately 27.63 acres and North Parcel consisting of approximately 30.81 acres, which is attached hereto and incorporated herein by reference (hereinafter referred to as "Property"),

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purchase Price.** The purchase price shall be **SIX HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED SIXTY-FIVE and ZERO DOLLARS (\$622,665.00)**, payable in readily available funds at closing, calculated as follows: 27.63 acres at \$12,500.00 (\$345,375.00) and 30.81 acres at \$9,000.00 (\$277,290.00), with the final price being calculated in the same fashion according to the final survey of each parcel.
2. **Earnest Money.** Purchaser shall pay to Jennifer Thacker of Adams, Ellard & Frankum, P.C. the sum of \$5,000.00 within three business days of acceptance and execution of the within Purchase and Sale Agreement by both Parties hereto as Earnest Money which shall be applied as part payment of the purchase price at the time the sale is consummated.
3. **Closing and Closing Date.** Closing to be consummated on or before August 1, 2023, at the law offices of Hunt & Taylor Law Group LLC.
4. **Costs and Proration.** All closing costs including, but not limited to, transfer tax, title search, intangibles taxes, closing attorney fees, recording fees and all other costs shall be paid by the Purchaser. Ad valorem taxes shall be prorated.
5. **Due Diligence Period.** Purchaser shall have until June 30, 2023 to perform any and all due diligence with regard to the Property ("Due Diligence Period"). Purchaser reserves the right during the Due Diligence Period to have full and complete access to the Property in



order to conduct any such appraisals, surveys, engineering plans or examinations, soil tests, borings, home

inspections or other examinations, mapping or testing of the Property as is determined appropriate by Purchaser. Purchaser shall promptly restore the Property to its condition on the date hereof after such tests and inspections, with Purchaser's agreement to restore the Property to survive any termination of this Agreement. Purchaser shall indemnify and hold Seller harmless from and against any other liens which may arise as a result of Purchaser's activities on the Property. Purchaser's foregoing indemnity of Seller shall survive the Closing or any termination of this Agreement. Purchaser shall have the right to terminate this Agreement at any time during the Due Diligence Period for any reason provided Purchaser notifies Seller in writing within the Due Diligence Period. Should Purchaser terminate this Agreement pursuant to this provision, Purchaser shall be entitled to a return of Earnest Money.

6. Conveyance. Seller agrees to convey marketable title to the said real property by Warranty Deed. For purposes of this Agreement, the term "Marketable Title" shall mean a title that is insurable by a national title insurance company reasonably acceptable to Purchaser, licensed to do business in the State of Georgia, subject to such standard exceptions as may be set forth in the body of such policy, all easements of record affecting or serving the Property, taxes not yet due and payable, road rights of way of record, and all matters disclosed by a current, accurate survey and careful inspection of the premises. The Purchaser shall have a reasonable time hereinafter but no less than 60 days in which to examine the title to the property and to furnish Seller with a written statement of objections affecting the marketability of the title to the Property.

7. Title. As set forth above, Purchaser shall cause a title examination to be made of the Property and Purchaser shall furnish Seller with a written report of any objections to title. Seller shall thereafter have until closing to cure any such defect or objections. If Seller does not cure such objections and remove or discharge any such defects or objections within the stated period, then Purchaser shall have the option to either (a) terminate this agreement, (b) extend the agreement for an additional 30 days or (c) accept the conveyance of title in its then existing condition.

8. Documents. Seller and Purchaser agree that such instruments as may be necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the same is consummated.

9. Broker Commission/Agency Statement. The parties acknowledge and warrant that the Purchaser was not represented by any party, including any real estate broker, and that the negotiations for this Agreement were conducted by the Purchaser hereof only. Seller therefore hereby indemnifies the Purchaser against any claim of any person seeking a broker's commission through or on account of any acts of the Seller and will hold the Purchaser free and harmless from any liabilities and expenses in connection therewith. Otherwise, the Seller was represented by Fain and Mitchell Properties in the negotiation of the terms herein and shall pay a commission of eight

percent of the sales price to Fain and Mitchell Properties.

10. Property Sold "AS IS". The parties acknowledge and agree that the Property is sold "AS IS" and Seller has no obligation to make repairs, and further, Seller make no representation or warranties as to the condition of the subject Property.

11. Default.

(a) In the event the closing does not take place due to any act of the Seller, Purchaser shall have the right of specific performance.

(b) In the event the closing does not take place due to the failure of Purchaser to close, Seller shall have the right to terminate this Agreement.

12. Time. Time is of the essence of this Agreement.

13. Possession. Possession of the Property shall be granted to Purchaser at closing.

14. Entire Agreement. This Agreement constitutes the sole and entire agreement among the parties hereto. No representation, promise, or inducement not included in this Agreement shall be binding upon any parties hereto. All obligations of Seller and Purchasers hereunder which are not performed at Closing shall survive the Closing of this transaction and shall not be merged in the warranty deed from Seller to Purchasers.

15. Successors. This Agreement shall bind and inure to the benefit of Seller and Purchasers and their respective heirs, executors, legal representatives, and successors.

16. Applicable Law. This Agreement shall be construed under the Laws of the State of Georgia.

17. Costs of Title Exam. In the event either party terminates this transaction, the terminating party shall be responsible for the costs of the title examination.

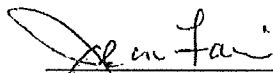
18. SPECIAL STIPULATIONS:

(a) The sales price and this agreement are contingent upon the Property being 58.44 acres as surveyed according to Special Stipulation (b) below. This stipulation is further contingent upon a survey which is acceptable to both parties.

(b) Purchaser shall have the Property surveyed at Purchaser's expense. Should the acreage of the Property be some amount different than 58.44 acres, the purchase price shall be adjusted by multiplying the newly surveyed acreage of the South Parcel by

\$12,500.00 per acre or portion thereof and adjusting the sales price set forth in Paragraph 1 hereof accordingly. Similarly, the purchase price shall be adjusted by multiplying the newly surveyed acreage of the North Parcel by \$9,000.00 per acre or portion thereof and adjusting the sales price set forth in Paragraph 1 hereof accordingly.

- (c) Verification of access to Demorest water and sewer service on the portion of the Property south of State Highway 365. The Parties acknowledge that, at this time, the lines for water and sewer are available on the portion of the Property north of State Highway 365.
- (d) Confirmation from Georgia Department of Transportation (GDOT) that GDOT will allow the expansion of the existing right-of-way break on the portion of the property north of State Highway 365 and a right-of-way break on the portion of the property south of State Highway 365.


Witness

SELLER:

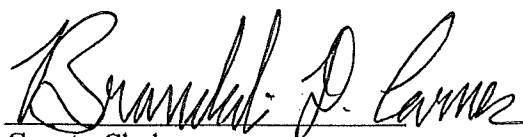


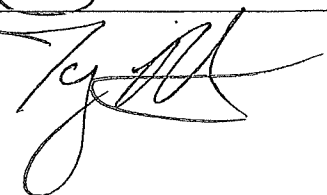

Baston Family LP

By: _____
Title: _____
Telephone: _____
Email: _____

PURCHASER:

Habersham County, Georgia, by and through its Board of Commissioners


County Clerk


Ty Akins


Chairman
Telephone: 706-839-0200
Email: takins@habershamga.com

EXHIBIT "A"

LEGAL DESCRIPTION

NEED TITLE REPORT FOR ACCURATE LEGAL

**SEE ATTACHED HABERSHAM COUNTY TAX MAP WHICH INDICATES THE
TWO TAX PARCELS DESIGNATED AS 109 009 CONSIST OF 58.44 ACRES
WHICH HAVE BEEN DIVIDED PROPORTIONATELY BETWEEN NORTH
AND SOUTH PARCELS IN ACCORDANCE WITH A GEORGIA DEPARTMENT
OF TRANSPORTATION SURVEY FOR RIGHT OF WAY ACQUISITION**