

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for the Sale and Purchase of Real Property (“this Agreement”) dated as of the Effective Date (as defined in Section 15.k below) by and between, **Jose L. Estrada and Nicolasa F. Salaires Estrada** (the “Seller”) and the **City of Dalton**, a municipal corporation of the State of Georgia (the “Purchaser”).

W I T N E S S E T H:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase certain real estate more particularly described in Exhibit “A” attached hereto and incorporated herein by reference, together with all lighting fixtures, all electrical, mechanical, plumbing, air-conditioning and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all improvements thereon; and all appurtenances thereto (the “Property”). The Property has a mailing address as follows: 604 Olivia Drive, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$117,000.00 payable as on the date of Closing of this transaction by attorney escrow check or by wired Federal Funds.
3. **Deed and Title.** Seller warrants that at the time of Closing Seller will convey good and marketable fee simple title to the Property. The parties agree that Seller may discharge any outstanding liens and encumbrances out of the purchase money at Closing. At Closing, Seller shall deliver to Purchaser an affidavit concerning the absence of boundary line disputes on the Property, the possession of the Property by Seller, improvements or repairs made on the Property within three (3) months of the Closing date, the absence of legal proceedings against Seller, and such other matters as Purchaser may reasonably require. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at Closing in order to meet the requirements of the United States Code and the Official Code of Georgia Annotated, including without limitation Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers). At Closing Seller will furnish Purchaser with a general warranty deed, properly executed by Seller and delivered to Purchaser, in proper form
4. **Time to Examine Title.** Purchaser shall have a reasonable time after execution of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the marketability of said title. Seller, upon receipt of such written statement from Purchaser, shall have a reasonable time after such receipt in which to satisfy all valid objections. If Seller fails to satisfy such valid objections within said reasonable time, then, at the option of Purchaser, evidenced by written notice to Seller, this Agreement shall be null and void and neither party shall have any further obligation to the other, except the Seller’s obligation to the Purchaser to return the earnest money paid. It is understood and agreed that the title herein required to be furnished by the Seller shall be good and marketable and that marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia (“Title Standards”). It is also agreed that any defect in the title which comes within the scope of any of said Title Standards shall not constitute a valid objection on the part of Purchaser provided Seller furnishes the affidavits or other title papers, if any, required in the applicable Title Standard to cure such defect.
5. **Proration.** Taxes and other assessments assessed against the Property for the calendar year during which the Closing occurs shall be prorated as of the date of Closing. If the taxes and other assessments of said calendar year are not known on the Closing date, the proration shall be based upon the actual taxes and

other assessments for the immediately preceding calendar year, and Purchaser and Seller shall adjust the proration at such time as the actual taxes or other assessments for the calendar year of the Closing are billed.

6. **Closing.** The closing date of this transaction (the "Closing") shall be on TBD at the offices of The Minor Firm, 745 College Drive, Suite B, Dalton, GA 30720, at 1:30 P.M., or at such earlier date and at such other place as the parties may agree. Purchaser agrees to allow Seller to retain possession of the Property until midnight of the day of Closing, rent free. Seller shall deliver the Property clean and free of debris at time of possession. At Closing the Seller shall provide the Purchaser with all keys, door openers, codes and other similar equipment pertaining to the Property.

7. **Risk of Loss.** Seller shall bear all risk of loss or damage from any casualty suffered by any and all improvements and personal property located on the Property until such time as legal title has passed to or possession given to Purchaser, but shall be entitled to recover from the Purchaser for any damage or loss caused by Purchaser's negligence. In the event that the improvements or personal property sustain substantial damage or total destruction, prior to the date of Closing, either party shall have the right to declare this Agreement null and void, and the earnest money shall then be returned to Purchaser and the parties shall have no further liability hereunder.

8. **Use of Property.** Seller warrants that the Property and the use of the Property is currently in compliance with all zoning ordinances, building codes, fire codes or regulations and all other laws, regulations or ordinances which are applicable to the Property or its present use. Seller further warrants and represents that Seller has received no notice of any violation or pending change in any such ordinance, law or regulation which, if enforced or enacted, would result in the noncompliance of the Property with any such ordinance, law or regulation. Seller shall reaffirm such warranty and representation at Closing.

9. **Agreement to Cooperate.** All parties agree that such documentation as is reasonably necessary to carry out the obligations of this Agreement shall be produced, executed and delivered by such parties at the time such documentation is required to fulfill the terms and conditions of this Agreement.

10. **No Broker.** The parties represent to each other that they have dealt with no broker or finder in connection with this transaction, that no broker or finder has brought the Property to the attention of Purchaser, or Purchaser to the attention of Seller, and that no broker or finder is entitled to a commission or other compensation in connection with this transaction. Each party agrees to indemnify the other party for all costs and expenses incurred, including reasonable attorneys' fees, as a result of the claim of any broker or finder based on dealings with said party.

11. **Remedies.** In the event either party should wrongfully fail or refuse to carry out the terms of this Agreement, the other party shall have the right to elect to (a) declare this Agreement null and void, in which event the earnest money may be delivered to the non-defaulting party as liquidated damages, or (b) affirm this contract and enforce its specific performance or recover damages for its breach, in which case the earnest money shall be delivered to the non-defaulting party to apply on the purchase price or on the damages recovered.

12. Miscellaneous Provisions.

a. *Controlling Law.* This Agreement shall be controlled by the laws of the State of Georgia.

b. *Entire Agreement.* This Agreement constitutes the sole and entire agreement between the parties and no modification of this Agreement shall be binding unless attached to this Agreement and signed by all parties to this Agreement. No representation, promise, inducement, oral or otherwise, not included in this Agreement shall be binding upon any party to this Agreement.

c. *Severability and Time of Essence.* Time is of the essence of each and every decision of this Agreement. Every provision of this Agreement is intended to be severable, and, if any term or provision is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

d. *Captions, Gender and Number.* The use of titles and captions under this Agreement is for convenience only and shall not be deemed in any way to alter, amend, or modify the terms and conditions of this Agreement. Words of the masculine gender shall be deemed and construed to include words of the feminine and neuter gender where the case may require, and the singular shall include the plural as the case may require.

e. *Time of the Essence.* Time is of the essence of each and every provision of this Agreement.

f. *Integration.* This Agreement and any other agreement contemplated hereby supersede all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and thereof, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

g. *Deadline Dates; Business Day.* If any deadline date herein falls on a date that is not a Business Day, such date shall automatically be extended until the next Business Day. For all purposes under this Agreement, the term "Business Day" or "Business Days" shall mean any day other than a Saturday, Sunday, or national holiday on which National Banks in the county in which the Property is located are not open for business.

h. *Notices.* All notices, demands, consents, approvals, and other requests which may be given or which are required to be given by either party to the other (each a "Notice") shall be in writing and may be: (A) hand delivered, (B) delivered by way of overnight delivery service (such as Federal Express Corporation or United Parcel Service, or other nationally recognized overnight courier service with confirmation of delivery), or (C) transmitted via electronic mail provided that the sender must obtain a written confirmation of receipt by way of electronic confirmation showing the date and time of the transmission. In the event Notice is provided by electronic mail a copy of the Notice must also be delivered the next day by method (A) or (B) above. Notices cannot be given through the United States Postal Service or by mail under any means. All Notices shall be deemed effective either: (A) upon delivery if hand delivered, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (B) on the day deposited into the custody of a nationally recognized overnight delivery service for overnight next day delivery, addressed to such party at the address indicated herein; or (C) the date of the receipt of a confirmation of electronic mail is received by the sender if a confirmation of receipt is received by the sender. Refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed receipt on the date of such refusal of delivery or inability to deliver. Either party may, from time to time, change the address to which Notices shall be sent by like Notice given to the other party hereto, except that no party may change its address to other than a street address. Any Notice given that does not conform to this paragraph shall be effective only upon receipt. The addresses for Notices given pursuant to this Agreement shall be at the address indicated below.

i. *Electronic Signatures.* Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten

signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Agreement. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.

j. *Counterparts.* This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

k. *Effective Date.* For purposes of this Agreement, the term "Effective Date" shall be the last date on which this Agreement has been fully executed on behalf of Seller and Purchaser as indicated by the dates adjacent to the signatures of the parties set forth below.

l. *Time Limit of Offer.* The offer made herein by CITY OF DALTON shall expire at 5 o'clock P.m. on the date 1/3/2025.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the year above written.

SELLER:

PURCHASER:

Jose L. Estrada (Seal)
Jose L. Estrada

City of Dalton

Nicolasa F. Salaices Estrada (Seal)
Nicolasa F. Salaices Estrada

By: _____ (Seal)
Title: _____

Seller Contact Information:
Mailing Address:

Purchaser Contact Information:
Mailing Address:

614 FRAZIER DRIVE
DALTON GA 30721

Phone: 706 847. 1146

Phone: _____

Email: _____

Email: _____

Date of Execution: 12/2, 2024.

Date of Execution: _____, 2024.



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 202 in the 12th District and 3rd Section of Whitfield County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the east right of way line of Olivia Drive, said point being located in a northerly direction, as measured along said right of way line, a distance of 160 feet from the intersection of the east right of way line of Olivia Drive and the north right of way line of James Street; thence north, along the east right of way line of Olivia Drive, 95 feet to an iron pin; thence north 89 degrees 00 minutes east 91.8 feet to an iron pin; thence north 89 degrees 00 minutes east 28 feet to the centerline of a branch; thence running in a southerly direction, along the meanderings of the centerline of said branch, south 05 degrees 21 minutes west 94.94 feet; thence south 88 degrees 46 minutes west 27 feet to an iron pin; thence continuing, south 88 degrees 46 minutes west 85.6 feet to THE POINT OF BEGINNING.

For prior title, see Deed Book 2104 Page 119, Whitfield County, Georgia Land Records.