

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 9.k below) by and between, **H.C. Brooker & Sons, LLC**, a Georgia limited liability company (the “Seller”) and the City of Dalton, a municipal corporation of the State of Georgia (the “Purchaser”).

WITNESSETH:

1. **Property.** Seller, in consideration of the mutual covenants herein contained, agrees to sell and Purchaser agrees to purchase that certain temporary and permanent easement for the construction and maintenance of storm water facilities across the real property having a mailing address as follows: 607 N. Elm Street, Dalton, GA 30720.
2. **Purchase Price.** The purchase price of the Property shall be \$ 25,100.⁰⁰ 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 title to the easement in the form of the Storm Drainage Easement attached hereto as Exhibit “A.” 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).
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. **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.
6. **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.

7. **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.

8. **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.

9. **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.

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

SELLER:

H.C. Brooker & Sons, LLC

PURCHASER:

City of Dalton

By: Jack Brooker (Seal)
Title: AGENT

By: _____ (Seal)
Title: _____

Seller Contact Information:
Mailing Address:

Purchaser Contact Information:
Mailing Address:

PO BOX 849

DALTON GA 30722-0849

Phone: 706.278.5455

Phone: _____

Email: _____

Email: _____

Date of Execution: 12/17, 2024.

Date of Execution: _____, 2024.

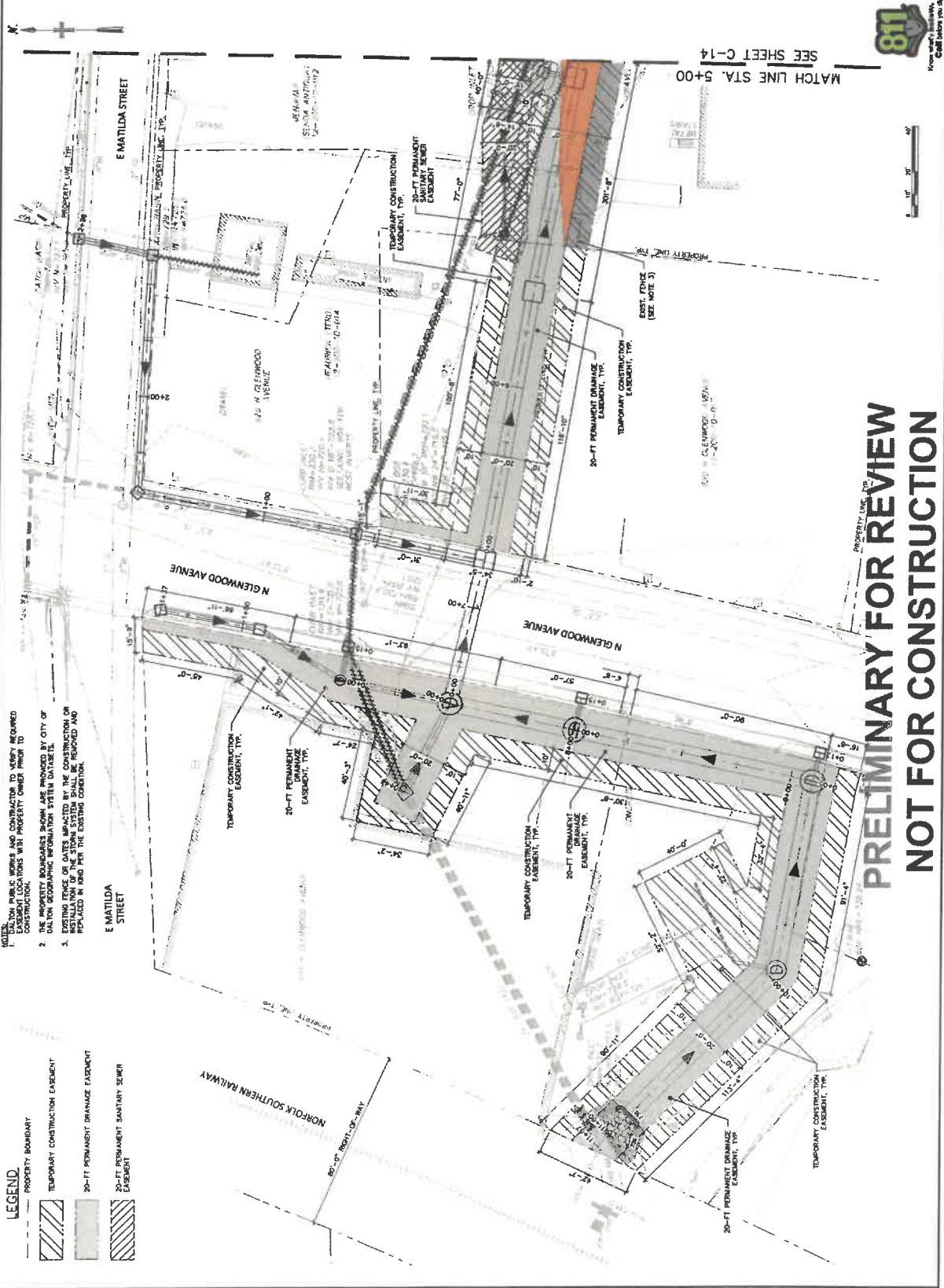
EXHIBIT "A"

Copy of Easement.

NO.	DATE	ISSUED FOR	BY
A	09/24	DRIFT FILLING	MC
B			
C			
D			
E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
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Q			
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T			
U			
V			
W			
X			
Y			
Z			

CONTRACTOR: ARCADIS U.S., INC.
 DATE: _____
 PROJECT NO.: 30078881
 FILE NAME: _____
 DESIGNED BY: A. DOTTLE
 DRAWN BY: T. TITTLE
 CHECKED BY: E. CRUEL
 SHEET TITLE: CIVIL
 EASEMENT PLAN
 (SHEET 1 OF 2)

SCALE: AS SHOWN
 C-13



- NOTES:**
1. ALL PUBLIC WORKS AND CONSTRUCTION TO BE REQUIRED TO BE COMPLETED PRIOR TO CONSTRUCTION.
 2. THE PROPERTY BOUNDARIES SHOWN ARE PROVIDED BY CITY OF DALTON GEOSPATIAL INFORMATION SYSTEM DATASETS.
 3. EXISTING FENCE OR GATES IMPACTED BY THE CONSTRUCTION OR MAINTENANCE OF THIS PROJECT SHALL BE REMOVED AND REPLACED IN KIND PER THE EXISTING CONDITION.



**PRELIMINARY FOR REVIEW
 NOT FOR CONSTRUCTION**



ARCADIS
 WOODS BAGOT
 2830 PHASE 1 FERRY RD SUITE 800
 TELL: 770-431-5288
 WWW.ARCADIS.COM

CLIENT: WHITFIELD COUNTY, GEORGIA
 PROJECT: CITY OF DALTON
 NORTH GLENWOOD AVENUE
 BYPASS SYSTEM

PROPOSED WELL NO. 30270481

NO.	DATE	ISSUED FOR	BY
1	08/24	UTILITY PERMIT	RC
2		AS-BUILT	BT

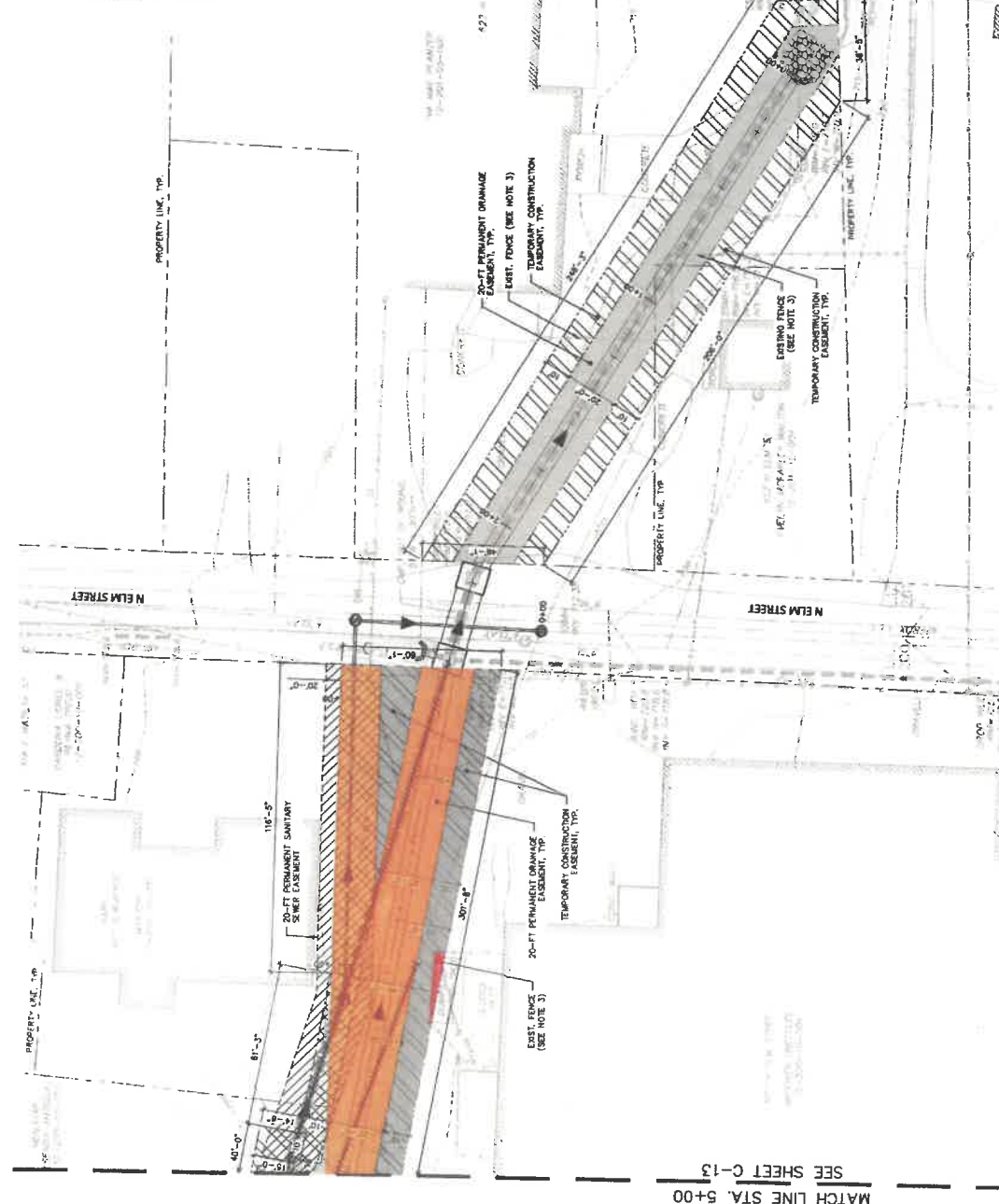
COMPILED BY: ARCADIS U.S., INC.
 DATE: 7/11/2014
 PROJECT NO.: 30270481
 FILE NAME: A_00711
 DESIGNED BY: A. DOTTI
 DRAWN BY: J. TITTLE
 CHECKED BY: R. ORELO
 SHEET TITLE: CIVIL
 EASEMENT PLAN
 (SHEET 2 OF 2)

LEGEND

- PROPERTY BOUNDARY
- TEMPORARY CONSTRUCTION EASEMENT
- 20-FT PERMANENT DRAINAGE EASEMENT
- 20-FT PERMANENT SANITARY SEWER EASEMENT

NOTES

- DALTON PUBLIC WORKS AND CONTRACTOR TO VERIFY EXISTING EASEMENT LOCATIONS WITH PROPERTY OWNER PRIOR TO CONSTRUCTION.
- EXISTING EASEMENT LOCATIONS SHOWN ARE PROVIDED BY CITY OF DALTON USING INFORMATION SYSTEM DATABASE.
- EXISTING FENCE OR GATES IMPACTED BY THE CONSTRUCTION OR INSTALLATION OF THE STORM SEWER SHALL BE RELOCATED OR REPAIRS MADE PER THE EXISTING CONTRACT.



811
 Know what's below. Call before you dig.

**PRELIMINARY FOR REVIEW
 NOT FOR CONSTRUCTION**

MATCH LINE STA. 5+00
 SEE SHEET C-13

\\snp012\proj\30270481\CAD\30270481_CIVIL\30270481_CIVIL_00711.dwg - 7/11/2014 1:58:12 PM - J. TITTLE