

PURCHASE AND SALE CONTRACT

1. THE UNDERSIGNED SELLERS agrees to sell and the undersigned PURCHASER agrees to buy that certain real property (hereinafter referred to as the "Property"), including all structures on the property, in Effingham County, Georgia known as **Parcel 4A (14.10 acres, more or less) and Parcel 4B (4.57 acres, more or less)** as shown on plat attached hereto as Exhibit "A". The Property is further known as Tax Parcel No. 04160020D00.

2. THE PURCHASE PRICE. Purchaser agrees to pay Sellers at closing the purchase price for the above-described Property as follows:

One Million Three Hundred Thousand Dollars (**\$1,300,000.00**) for Parcel 4A (14.10 acres, more or less) and Sellers agree to donate Parcel 4B (4.57 acres, more or less) for a Sellers' placed value of **\$430,000.00**. Sellers will obtain a qualified appraisal as described in IRS Publication 561. In the event the appraisal determines a value different than \$430,000.00, this Purchase and Sale Contract shall be amended to state the value established by the appraisal.

Purchaser agrees, subject to approval at a public meeting, to accept and use the Property described herein for exclusively public purposes and recognizes Sellers' gift of Parcel 4B as a charitable contribution to the County for such public use. Purchaser will execute all Internal Revenue Service documents necessary including IRS Form 8283, to properly recognize the Sellers' gift of Parcel 4B as a charitable contribution to the Purchaser under IRS Section 170(c)(1). Sellers shall provide Purchaser with said Internal Revenue Service documents. Purchaser makes no representation, warranty or agreement as to the fair market value of Parcel 4B and makes no representation that the contribution is valid or acceptable as a charitable contribution pursuant to the United States Internal Revenue Code, IRS rulings or any other law or regulation. In all cases, the burden of proof of such contribution qualification and value shall remain with the Sellers. The arguments, evidence, and justifications for the contribution qualification and value shall be the responsibility of the Sellers. Purchaser accepts no responsibility for any costs or liabilities that Sellers or Purchaser may incur in regards to this donation and Sellers agree to hold Purchaser harmless from and indemnify Purchaser for any such fees, penalties, costs, and liabilities.

3. CLOSING COSTS AND ATTORNEY: **Purchaser shall pay all closing costs, inclusive of the legal fee for the Closing Attorney.** Closing Attorney shall be The Newberry Law Firm, P.C. The closing attorney represents the Purchaser in this transaction. Purchaser and Sellers mutually agree to close at a time and place designated by Closing Attorney within five (5) working days after notification from the Closing Attorney that the sale is ready to close.

4. BROKER AND COMMISSION: Sellers and Purchaser each represent to the other that there are no brokers involved in this transaction. Each party represents to the other that it has dealt with no broker, and will indemnify and hold the other party harmless from any and all claims for brokers' commissions arising from its actions. No real estate broker shall have authority to bind any party hereto with respect to this Agreement.

5. EARNEST MONEY: After approval of the Purchase and Sale Contract at a called public meeting, Purchaser shall deliver Ten Thousand Dollars (**\$10,000.00**) to the Closing Attorney as earnest money. The Closing Attorney will deposit said earnest money only after final acceptance of this instrument. Purchaser shall be entitled to the earnest money upon: a) failure of any contingency or condition to which this Agreement is subject; b) termination of this Agreement due to the default of Sellers. Sellers shall be entitled to the earnest money if this Agreement is terminated due to the default of the Purchaser. If the Property closes, the earnest money shall be applied as part payment of the Purchase price of the property at closing.

6. TITLE AND CLOSING DATE: Sellers warrants that they presently has good and marketable title to the property and agrees to convey said property to the Purchaser at closing by Limited Warranty Deed subject only to easements, restrictions and encumbrances as recorded.

It is expressly understood and agreed between the parties hereto that TIME IS OF THE ESSENCE of this contract. The sale shall be closed within 30 days of the expiration of the Inspection and Due Diligence period defined below in Paragraph 8 prior to which time Purchaser shall have the opportunity of having the title examined. Should any legal defect be found in the title, Sellers shall be provided with a written statement thereof prior to above said date and

given a reasonable time thereafter within which to correct the same; however in no event to exceed thirty (30) days from the date of said notice of defect. Upon the expiration of thirty (30) days, Purchaser has the option to void this contract. Real property taxes are to be prorated as of the date of closing. Sellers warrant that, as of the date hereof, they have not received any notice issued by any city, county, State, or other government authority of any violation concerning the subject property. Sellers warrant that, as of the date hereof, they have not received any notice issued by any city or other government authority of building code violation concerning the subject property.

7. OCCUPANCY shall be delivered to Purchaser at Closing.

8. INSPECTION AND DUE DILIGENCE: For and in consideration of fifty dollars (\$50.00) given to Sellers, the receipt and sufficiency of which is hereby acknowledged, Sellers do hereby grant Purchaser the option of terminating this Agreement, for any reason at Purchaser's sole and absolute discretion, for a **60 day period** from the date that this Purchase and Sale Contract is approved and signed by the Board of Commissioners of Effingham County, Georgia at a called public meeting ("Due Diligence Period). During the Due Diligence Period, Purchaser may conduct at Purchaser's expense whatever evaluations, inspections, examinations, and testing, Purchaser deems appropriate to determine whether Purchaser's option to terminate this Agreement should be exercised. During the Due Diligence Period, Purchaser may also propose an amendment to this Agreement to address any concerns of Purchaser with the Property. Upon receipt of such written notice or amendment, Sellers shall immediately cause such defects to be corrected prior to closing or (b) authorize Purchaser to cause same to be corrected and deduct the cost thereof from the purchase price or (c) void this contract. In the event Sellers elect to void this Contract, Sellers shall refund Purchaser the earnest money deposit. If Sellers do not take any action as set forth in (a), (b), and (c) above, the Agreement shall terminate and Sellers shall refund Purchaser the earnest money deposit. The Closing shall be conducted within thirty (30) days of the completion of the due diligence period.

9. NOTICES: Any notice, request, demand, instruction or other communication to be given to a party to this Agreement shall be in writing and delivered personally or sent via a nationally recognized overnight courier service or by certified mail, return receipt requested, postage prepaid or telegram (which terms shall be deemed to include mailgrams or facsimile to the following addresses:

TO SELLERS: Jerome S. Konter, 22 Commerce Place, Savannah, Georgia 31406

TO PURCHASER: County Manager, 804 South Laurel Street, Springfield, Georgia 31329

Notice shall be deemed to have been given on the date of hand delivery or telegram or on the date of depositing same in the mail via certified mail return receipt requested or with such nationally recognized overnight courier in accordance with the terms hereof. The addresses for purposes of this Agreement may be changed by giving written notice hereunder. Unless and until notice of a change of address is given and received hereunder, the last address set forth herein shall be deemed to continue in effect for all purposes hereunder.

10. DEFAULT: In the event the sale is not consummated because of Sellers' inability, failure or refusal to perform any of the Sellers' covenants or conditions herein, then the Earnest Money shall be refunded promptly to Purchaser and Purchaser shall have all rights and remedies available at law including but not limited to reimbursement for all costs and expenses incurred because of Sellers' breach or the right to seek specific performance of this Agreement. In the event the sale is not consummated because of Purchaser's inability, failure or refusal to perform any of the Purchaser's covenant herein, then the Earnest Money shall be paid to Sellers as full liquidated damages for such failure to close. It is hereby agreed that Sellers' damages in the event of a default by Purchasers hereunder are uncertain and impossible to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. Section 13-6-7, the parties acknowledging the difficulty of ascertaining Sellers' damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities under this Agreement, except for the provisions which are made to survive the termination of this Agreement.

11. ENTIRE AGREEMENT: This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an

amendment to this contract. There shall be no verbal agreements of any kind between parties.

12. SALE IS "AS IS": Property is being sold by Sellers to Purchaser in "as is, where is" condition, with no warranties of Sellers, express or implied, excepting a warranty of good title.

13. SURVIVAL OF AGREEMENT: The following shall survive the closing of this Agreement: 1) any warranty of title and 2) any obligation which the parties agree shall or may be performed or fulfilled after closing.

14. SPECIAL STIPULATIONS: This Purchase and Sale Contract is not binding as to the Purchaser until it is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting. Further, this Purchase and Sale Contract is contingent upon the following:

- (a) Phase 1 environmental inspection acceptable to the Purchaser.
- (b) Purchaser will cooperate with Sellers in executing any documents necessary to facilitate a 1031 exchange by one or more of the Sellers.

15. ACCEPTANCE: The above proposition is hereby accepted on the _____ day of _____, 2026.

Sellers

Jerome S. Konter L.S.

G. Holmes Bell, IV L.S.

Elizabeth Bell Dargan L.S.

Suzanne Adair Bell Woods L.S.

This Purchase and Sale Contract is approved by the Board of Commissioners of Effingham County, Georgia on this _____ day of _____, 2026.

Purchaser

**BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA**

By: _____
Damon Rahn
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk