

AGREEMENT FOR DONATION OF REAL PROPERTY

This Agreement for Donation of Real Property ("Agreement") is made effective this _____ day of _____, 2026 ("Effective Date") and is between Blandford Homes, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor") and the Board of Commissioners of Effingham County (hereinafter referred to as "Grantee").

Background and Purpose

A. Grantor is the owner of real property in Effingham County, Georgia legally described in the attached Exhibit A that is incorporated herein by this reference (the "Property").

B. Grantor is willing to donate the Property to Grantee subject to the existing Conservation Easement, and Grantee is willing to accept Grantor's donation, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Grantor and Grantee agree as follows:

Agreement

1. Donation: Grantor will convey to Grantee at no cost and Grantee shall accept the Property on the terms and conditions of this Agreement. Grantee has agreed, subject to approval at a public meeting, to accept and use the Property described herein for public purposes and recognizes Grantor's gift of the Property as a charitable contribution to the County for such public use. Grantee will execute all Internal Revenue Service documents necessary to properly recognize the Grantor's gift of the Property as a charitable contribution to the Grantee. Grantor shall provide Grantee with said Internal Revenue Service documents. Grantee makes no representation, warranty or agreement as to the fair market value of the Property 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 Grantor. The arguments, evidence, and justifications for the contribution qualification and value shall be the responsibility of the Grantor. Grantee accepts no responsibility for any costs or liabilities that Grantor or Grantee may incur in regards to this donation and Grantor agrees to hold Grantee harmless from and indemnify Grantee for any such fees, penalties, costs, and liabilities.

2. Closing:

2.1 Time and Place. The closing of the conveyance of the Property shall occur at The Newberry Law Firm, P.C. ("Closing Attorney"), at a date and time mutually agreed upon by the parties, but in no event later than April 1, 2026.

2.2 Procedure: At closing, the following shall occur: (a) Conveyance: Grantor shall convey the Property to Grantee by Limited Warranty Deed. Grantor shall convey and Grantee shall accept the Property in the form of an in kind donation and other good and valuable consideration with no monetary exchange. (b) Real Property Taxes and Other Assessments: Grantee shall be responsible for paying all 2026 real property taxes. (c) Possession: Grantor shall deliver possession of the Property to Grantee at closing. (d) Closing Costs: Grantee shall pay all costs of closing including the owner's title policy, title search fee, attorney's fee, and recording fees.

3. Physical Condition of the Property. Grantee acknowledges it has had an opportunity to inspect the Property prior to the Effective Date. Grantee acknowledges that Grantor has made no representations or warranties concerning the condition of soils, drainage conditions or environmental conditions on the Property, and Grantee shall accept the Property in its "as is, where is, with all faults" condition.

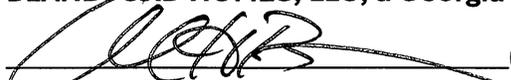
4. General Conditions. This Agreement shall not be assignable by either party. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the parties. Time is strictly of the essence with respect to each and every provision of this Agreement. The laws of Georgia will govern the enforcement and interpretation of this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid or enforceable unless made in writing and signed by the parties. This Agreement constitutes the entire agreement between the parties relating to Grantor's donation of the Property to Grantee, and any prior agreements pertaining to the same subject matter, whether oral or written, have been merged and integrated into this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement by court order and the remaining provisions of the Agreement shall continue to be binding and effective. This Agreement may be executed in counterparts, and electronically transmitted signatures shall have the same effect as original signatures.

The Effective Date shall be the date the last party executes this Agreement.

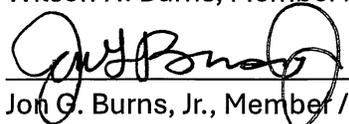
The above proposition is hereby accepted on the ____ day of _____, 2026.

GRANTOR:

BLANDEFORD HOMES, LLC, a Georgia limited liability company



Wilson H. Burns, Member / Manager (L.S.)



Jon G. Burns, Jr., Member / Manager (L.S.)

This Agreement for Donation of Real Property is approved by the Board of Commissioners of Effingham County, Georgia on this ____ day of _____, 2026.

GRANTEE:

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

By: _____
Damon Rahn
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, being known as **44.868 acres, more or less**, as shown and more particularly described on that certain map or plat made by Jimmy R. Toole, R.L.S. No. 3119, dated February 2, 2026 and recorded in **Plat Cabinet/Book 24, Slide/Page 107** in the records of the Clerk of Superior Court of Effingham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof. Subject, however, to all valid restrictions, easements, and rights of way of record.