

## CONTRACT FOR PURCHASE AND SALE

GEORGIA, GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **KRONENFELD DENNIS N ETAL** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer").

In consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy the property in the City of Lawrenceville, Gwinnett County, Georgia, known as 150 Honest Alley, Lawrenceville, Georgia, also known as Tax Parcel 5146A015.

2. Purchase Price.

(a) The purchase price for the said property shall be Two Hundred and Fifty Thousand Dollars (\$250,000.00).

(b) Seller shall be compensated an additional Twenty Thousand Dollars (\$20,000.00) for loss of income/business disruption.

(d) Seller shall be compensated an additional Twenty Five Thousand Dollars (\$25,000.00) for relocation costs

(e) The total funds paid in all cash at closing shall be Two Hundred and Ninety Five Thousand Dollars (\$295,000.00).

3. Seller's Warranties and Representations.

(a) Seller hereby warrants, represents and covenants (which warranties, representations and covenants shall be effective as of the date of Closing and shall survive the Closing) the following: That

i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property, and any other easements in existence at the time seller purchased the property, and liens that will be satisfied at closing.

ii) to the best of seller's knowledge, there are no special assessments against or relating to the Property.

- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.
- iv) Seller has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the Property other than disclosed herein.

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Purchaser.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Purchaser.
- vi) there are no encroachments upon the Property, other than such encroachments, if any, already of record.
- vii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- viii) there is access for ingress and egress to and from the Property to the public roads, street, highway and avenues, in front of or adjoining all or part of the Property.
- ix) there is no pending claim, law suit, agency proceeding, or other legal, quasi-legal or administrative challenge concerning the Property, the operation of the Property or any condition existing thereon, and no claim, litigation, proceeding or challenge has been or is proposed or threatened by any person or entity, or otherwise anticipated by Seller.
- x) to the best of Seller's knowledge the Property has never been used for any industrial or commercial operation involving any hazardous substance, including but not limited to any sort of manufacturing; processing or refining; equipment, machinery, part or component; the sale, storage or transport of hazardous substances; drilling, mining, or production of oil, gas, minerals or other naturally occurring products; or any agricultural activities involving the use and storage of fertilizers or pesticides or if such property has been

used in this manner, that it has not resulted in any contamination of the soil or any condition requiring corrective action.

- xi) no asbestos-containing materials have been installed in or affixed to the structures on the Property at any time during Seller's ownership thereof. No such materials have been stored or disposed of anywhere on the Property during Seller's ownership thereof.
- xii) the Property and all operations on the Property are not in violation of applicable law, and no governmental entity has served upon Seller any notice claiming any violation of any statute, ordinance or regulation or noting the need for any repair, remedy, construction, alteration or installation with respect to the Property, other than such notices Buyer may have given seller.
- xiii) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the property for the purposes intended by Buyer. Except as disclosed in writing by Seller to Buyer, no condition or fact exists contrary to any warranty or representation set forth in this Contract.
- xiv) to the best of Seller's knowledge, no investigation administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated or in existence with respect to the Property and the Seller has not received any notice of violation of any laws, rules or regulations regulating hazardous materials or any request for information from any federal or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. To the best of Seller's knowledge, the Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xv) this Contract has been duly authorized, executed and delivered by Seller and all documents executed by Seller which are to be delivered to Buyer at closing will be (a) duly authorized, executed and delivered by the Seller, (b) the legal, valid and binding obligation of Seller, and (c) sufficient to convey title and do not and at the time of Closing will not violate any provisions of any agreement or judicial order affecting Seller of the Property.

The purchase of the Property is contingent upon the substantial accuracy of the Seller's material representations and warranties.

(b) Hold Harmless. Seller, by accepting this offer, agrees to indemnify, defend and hold the Buyer harmless of and from any and all liabilities, claims, causes of action, suits or other matters that may arise by reason of a breach of any of the above representations excluding breaches discovered after Closing. Such indemnification includes, but is not limited to, costs and attorneys' fees (including attorneys' fees and costs on appeal) reasonably incurred in connection with a breach of any of the above warranties. In the event of a breach of any warranty and representation, Buyer shall also have the right to terminate this Contract and be repaid the Earnest Money. Notwithstanding any language to the contrary contained in this paragraph, the Seller shall not be responsible for correction of any conditions disclosed by any environmental inspections performed by the Buyer and if Buyer agrees to purchase the subject property, the Buyer takes the property "as is" with any environmental conditions that may exist.

4. Inspection.

At all reasonable times prior to the closing hereunder Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the property and to determine the suitability of the property for Buyer's intended use. Buyer shall complete all such inspections, examinations and surveys within thirty (30) days of the Effective Date of the Agreement (Inspection Period). To the extent allowed by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the property pursuant to this paragraph.

5. Objections to Title.

Within a reasonable time after the date hereof (not later than the end of the Inspection Period) Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable time thereafter (not to exceed ten days) within which to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Contract and recover the earnest money. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before July 31, 2020, time being expressly made of the essence of this Contract. The closing shall be conducted at the offices of Thompson, Sweeny, Kinsinger & Pereira P.C. in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

(b) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:

- i) A good and marketable limited warranty deed.
  - ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Title Company, be in such form and content acceptable to Buyer and Buyer's Title Company and contain without limitation the following information: That:
    - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
    - b) the Property is being conveyed unencumbered except for the Permitted Exceptions, if any.
    - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which has not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
    - d) there are no parties in possession of the Property being conveyed other than Seller.
    - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
  - iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is not a "foreign person" as defined by the Internal Revenue Code.
  - iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.
- (c) Ad valorem taxes shall be prorated as of the date of closing.

(d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Contract to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Contract and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the Buyer in its sole discretion, determines that the Property is not suitable for its intended purpose, then Buyer shall notify Seller in writing, and this Contract shall be null and void and all earnest money shall be refunded to Buyer. Buyer shall furnish Seller written notice of cancellation on or before the end of the thirty (30) day Inspection Period.

8. Special Provisions:

Seller is allowed access to the facility at no cost after the closing and shall total vacant the premises no later than 60 days after closing.

9. Earnest Money

N/A

10. No Broker.

Seller and Buyer hereby warrant and covenant that no real estate brokers or agents are involved in this transaction. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

BUYER: City of Lawrenceville  
70 South Clayton Street  
P.O. Box 2200  
Lawrenceville, GA 30046  
Attention: Chuck Warbington, City Manager  
Fax No: 770-963-9239

## WITH A COPY TO:

Thompson, Sweeny, Kinsinger & Pereira P.C.  
P.O. Box 1250  
Lawrenceville, Georgia 30046  
Attention: V. Lee Thompson, Jr., Esq.  
Fax No: 770-822-2913  
Email: vlt@thompson-sweeny.com

SELLER: Kronenfeld Dennis N Etal  
Ms Joann Kronenfeld  
PO Box 1416  
Lawrenceville, Ga 30046  
Tel. No: 404-409-1579

## WITH A COPY TO:

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12. Miscellaneous.

(a) Interpretation. In this Contract the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words "person" and "party" include corporation, partnership, individual, firm, trust, or association wherever the context so requires.

(b) Attorney's Fees. In the event it becomes necessary for either Buyer or Seller to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without

limitations reasonable attorney's fees as determined by the court without a jury. As used herein, the term "prevailing party" shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.

(c) Time of Essence. Buyer and Seller hereby agree that this Contract was entered into with the understanding that time is of the essence.

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Contract shall be deemed to be severable from all other provisions.

(e) Inurement. This Contract shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

(f) Effective Date. The Effective Date shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

13. Modification of Contract.

No modification of this Contract shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

14. Entire Contract.

This Contract constitutes the entire agreement between the parties for the purchase and sale of the Property. All terms and conditions contained in any other writings previously executed by the parties regarding the Property shall be deemed to be superseded.

15. Mutual Drafting.

Each party has participated in the drafting of this Contract and the provisions of this Contract shall not be construed against or in favor of either party.

16. Survival of Contract.

This Contract shall not be merged into the documents executed at the closing, but shall survive the closing, and the provisions hereof, except those provisions which are specifically identified as not surviving closing, shall remain in full force and effect.



This Contract is agreed to this

29 day of may, 2020

KRONENFELD DENNIS N ETAL

By: [Signature]  
Title: owner

SELLER

This Contract is agreed to this

29 day of may, 2020

CITY OF LAWRENCEVILLE

By: [Signature]  
Title: City Manager

BUYER