

**CONTRACT FOR PURCHASE AND SALE**

STATE OF GEORGIA  
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **Robert McGee, William P. McGee, Peggy Osterhoudt, Teresa Bain, Edward McGee, Claud C. Haney, Sam Bell Haney and James T. Haney** (hereinafter called "Seller"), and the **City of Lawrenceville, Georgia** (hereinafter called "Buyer") a Georgia Municipal Corporation.

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 approximately 1.04 acres of property known as Gwinnett Tax Parcel **R7012 022A** and together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described on Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be Four Hundred Twenty-Five Thousand & 0/100 (\$425,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants and represents that to the actual knowledge of the Seller, without any independent investigation (which warranties and representations shall be effective as of the date of 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 recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) 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 Buyer. Buyer acknowledges that Seller may encumber the Property provided that the encumbrance contains a provision that the Property will be released free and clear of encumbrance at or before closing for an amount less than the Purchase Price.

- 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 Buyer.

- vi) there are no encroachments upon the Property.

- vii) there are no deed restrictions or covenants that affect or apply to the Property.

- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.

- ix) 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.

- x) 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 Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.

- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on the Property that development of the Property would be restricted or require any special approval.
- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

(a) For a period from the Effective Date of this Agreement through 120 Days, 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. To the extent permitted 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. This period shall be deemed the Inspection Period. The Buyer may cancel this Contract at any time during the Inspection Period by providing written notice to Seller and upon said notice Buyer shall be entitled to the return of any Earnest Money paid in accordance with terms of this Contract.

5. Objections to Title.

On or before end of Inspection Period Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable period of time, not to exceed fifteen (15) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections at least five (5) days prior to closing, Buyer may terminate this Agreement by providing written notice to Seller and Buyer may recover the earnest money or waive the objections and proceed to close. 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 no later than thirty (30) days after the end of the Inspection Period, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to 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 Attorney and/or Title Company, be in such form and content acceptable to Seller, Buyer and Buyer's Attorney and/or 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 Buyer.
  - b) the Property is being conveyed unencumbered except for the Permitted Exceptions (listed in the title commitment or otherwise applicable to the Property), if any.
  - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which have 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 reasonably 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 the Property (other than attorney’s fees incurred by Seller), including, without limitation, any transfer tax, shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement 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 results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, sewer, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement, Buyer has paid as Earnest Money the sum of FIVE THOUSAND DOLLARS (\$5,000.00). All Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder all earnest money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller’s sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Broker.

All parties affirm that the Purchaser enters into this agreement represented by Living Stone Properties as Selling Broker. No other Broker is party to 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. The notice may be sent by registered or certified mail, postage pre-paid, or by documented overnight delivery by courier of choice. A courtesy copy of any notice may be sent by electronic mail (e-mail). The notice shall be delivered based on the information set forth below:

BUYER: City of Lawrenceville, Georgia  
70 S Clayton St  
P.O. Box 2200  
Lawrenceville, Georgia 30046  
Attention: Chuck Warbington, City Manager

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP  
P.O. Box 1250  
690 Longleaf Drive  
Lawrenceville, GA 30046  
Attention: Lawrenceville City Attorney  
Email: [fhartley@pkknlaw.com](mailto:fhartley@pkknlaw.com) and [lthompson@pkknlaw.com](mailto:lthompson@pkknlaw.com)

Copy To: Living Stone Properties  
285 S. Perry St.  
Lawrenceville, GA. 30046  
Attention: Greg Cantrell, Broker  
Email: [gcantrell@Living-StoneProperties.com](mailto:gcantrell@Living-StoneProperties.com)

SELLER: Robert McGee, William P. McGee, Peggy Osterhout, Teresa Bain,  
Edward McGee, Claud C. Haney, Sam Bell Haney and James T.  
Haney

Copy To: Robert McGee  
60 Surfview Dr., #408  
Palm Coast, FL. 32137

11. Miscellaneous.

(a) Interpretation. In this Agreement, 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, form, 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 Agreement 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 Agreement shall be deemed to be severable from all other provisions.

(e) Inurement. This Agreement 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 of the Agreement shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

12. Modification of Contract.

No modification of this Agreement 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.

13. Entire Contract.

This Agreement 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.

14. Mutual Drafting.

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

15. Survival of Contract.

This Agreement shall merge into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the Property shall not survive the closing.

16. Special Stipulations

(a) This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.

(b) The Buyer shall have the absolute right to assign its rights and obligations to this Contract without the prior approval of the Seller.

(c) Property must close simultaneously with adjacent parcels R7012 021, R7012 061, R7012 062, R7012 035, R7012 026A, R7012 049, R7012 039, R7012 076 & R7012 025

[Signatures on Following Pages]



*ROBERT MCGEE* 06-05-2024  
b77df34  
Robert McGee – SELLER date

*William P. McGee* 06-05-2024  
a9f5bd7  
William P. McGee – SELLER date

*Peggy Osterhoudt* 06-05-2024  
bbf65b8  
Peggy Osterhoudt – SELLER date

*Teresa Bain* 06-05-2024  
a0c824f  
Teresa Bain – SELLER date

*Edward McGee* 06-05-2024  
35a9ebf  
Edward McGee – SELLER date

*Joshua Haney* 06-05-2024  
8a50f26  
Joshua Haney on date  
behalf of Claud C. Haney

*Claud Chester Haney Jr.* 06-05-2024  
92a7e6a  
Claud Chester Haney Jr. on date  
behalf of Claud C. Haney

*Sam Bell Haney* 06-05-2024  
ad0ee83  
Sam Bell Haney date

*Thomas Haney* 06-05-2024  
038069a  
Thomas Haney on date  
behalf of James T. Haney

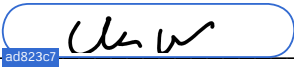
*Julie Haney* 06-06-2024  
8bc1b3c  
Julie Haney on date  
behalf of James T. Haney

*Hollie Wood* 06-06-2024  
03a763a  
Hollie Wood on date  
behalf of James T. Haney

*Stephen Haney* 06-06-2024  
7db0827  
Stephen Haney on date  
behalf of James T. Haney

This Agreement is agreed to this  
\_\_\_\_ day of \_\_\_\_\_ 06-06-2024 \_\_\_\_\_, 2024.

CITY OF LAWRENCEVILLE, GEORGIA

By:  \_\_\_\_\_  
ad82367

Name: Chuck Warbington

Title: City Manager

DEED B: 58291 P: 00620  
01/20/2021 11:16 AM Pgs: 2 Fees: \$25.00  
TTax: \$7.80  
Tiana P Garner, Clerk of Superior Court  
Gwinnett County, GA  
PT-61 #: 0672021001662

Robert McGee  
~~378 Reynolds Road~~ 836 Camp Pevin Rd  
~~Lawrenceville, Georgia 30043~~ Lawrenceville Ga 30043

STATE OF GEORGIA ss  
COUNTY OF GWINNETT ss

This Quit Claim Deed, executed between, REGGIE EUGENE MCGEE, whose address is 2 Park Street, Fayetteville, Georgia 37334, party of the first part, hereinafter referred to as "GRANTOR", and ROBERT MCGEE, party of the second part, hereinafter referred to as "GRANTEE", the words "GRANTOR" and "GRANTEE" to include the neuter, masculine and feminine genders, the singular and the plural;

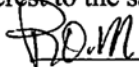
**WITNESSETH**, that the GRANTOR, with love and affection, and in consideration of the sum of one dollar and other good and valuable consideration, cash in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell, convey, remise, release and forever QUIT CLAIM unto the said GRANTEE, all the rights, title, interest, claim or demand which the GRANTOR may have had in and to the following described property:

**An interest of the Grantor herein in and to the following described property, to-wit:**

**ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 12 of the 7<sup>th</sup> Land District, Gwinnett County, Georgia, containing 1.04 acres according to a plat of survey for Mrs. M. O. McGee prepared by S. R. Fields, Registered Land Surveyor No. 739, dated November 11, 1981, revised March 30, 1982, and revised August 12, 1982, said plat being recorded in Plat Book 19, Page 88, Gwinnett County, Georgia Records and incorporated herein by referenced as a part of this description.**

**The above property is the same tract described in a Warrant Deed from Mrs. M. O. McGee et al to Paul McGee dated September 20, 1982, recorded in Deed Book 2448, Page 469, Gwinnett County Records, and includes a parcel previously conveyed from M. O. McGee to Paul S. McGee by Warranty Deed dated August 5, 1961, recorded in Deed Book 170, Page 354, Gwinnett County Records.**

**TO HAVE AND TO HOLD** the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behalf of the said GRANTEE so that neither GRANTOR nor any other person claiming under this claim shall, at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.



IN WITNESS WHEREOF, the said GRANTOR has herewith set his hand and seal, this the day and year first above written.

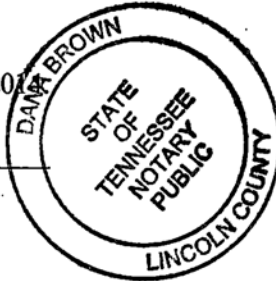
Signed, sealed and delivered this the 21<sup>st</sup> day of January, 2014, in the presence of:

[Signature]  
WITNESS

Reggie Eugene McGehee  
REGGIE EUGENE MCGEE

Sworn to and subscribed before me  
this the 21<sup>st</sup> day of January, 2014

Dana Brown  
NOTARY PUBLIC  
Commission expires: 04/30/2014



[Signature]

REM

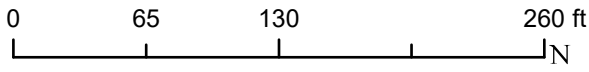


Aerial, Map Layers 11-19-2023



# 8.5x11\_Portrait

- Selection(s)
- Streets
- Roads
- Highways
- County Boundary
- Property Parcels



11/29/2023



This map is a graphical representation of data obtained from aerial photography, recorded deeds, plats, engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map.