

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 **R.P.A.C. Properties, LLC**, a Georgia limited liability company (hereinafter called "Seller"), and **City of Lawrenceville, Georgia**, a Georgia Municipal Corporation (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 approximately 0.45 acres of property known as 232 West Pike Street, Lawrenceville, Georgia 30046, Gwinnett Tax Parcel R5146D004 together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described in Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be Nine Hundred Seventy-Five Thousand Dollars (\$ 975,000.00).

(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 will have 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.

On or before August 15, 2025, 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 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 period of time, not to exceed ten (10) 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 on or before August 29, 2025, 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 other than Seller in possession of the Property being conveyed, other than any tenants which have been approved by Buyer.
 - 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 and stormwater fees 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 One Hundred Thousand Dollars (\$100,000.00) to Pereira, Kirby, Kinsinger & Nguyen, LLP. 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.

Seller is being represented in this transaction by Linda Campbell of L. Campbell and Company, Inc., (Broker) and Seller has agreed to pay the Broker a commission of Thirty Thousand Dollars (\$30,000.00) under a separate agreement. Seller shall be solely responsible for any commission or fees owed to the Broker and the Broker shall provide a broker's affidavit at

closing confirming that all fees or commissions have been paid in full. No Brokers are involved in this transaction on behalf of the Buyer. 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 Email chuck.warbington@lawrencevillega.org
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 and ltompson@pkknlaw.com
Seller:	R.P.A.C. Properties, LLC 232 W Crogan Street Lawrenceville, GA 30046 Attn: Ray Cogdill Email:
Broker:	Linda Campbell 189 W. Pike Street Suite 101 Lawrenceville, GA 30046 Email:

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.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

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 not merge into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the Property shall 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 Seller has advised the Buyer that the Property is subject to three lease agreements for a florist, residential apartment, and a retail shop, and that the annual income for these leases is Sixty Thousand Dollars (\$60,000.00). Seller has represented to the Buyer that the lease with the florist will expire or may be terminated on July 31, 2026, and that the leases for the residential apartment and the retail shop will expire or may be terminated on May 31, 2026. The Seller has also represented to the Buyer that the lease with the florist contains a first right of refusal that has been terminated. The Buyer is willing to acquire the Property subject to the leases provided the representations from the Seller regarding the leases are correct and may be verified and confirmed in writing by the Buyer. The Seller agrees to provide the Buyer with written copies of the current leases and the termination of the first right of refusal within five (5) business days of the Effective Date of this Agreement.
- C. The Gwinnett County ad valorem taxes and the City of Lawrenceville ad valorem taxes and stormwater fees will be prorated as of the date of closing based on the amounts of the 2024 bills. The Buyer will be responsible for paying the 2025 bills including any additional amounts that may be due if the 2025 bills are higher than the 2024 bills used for the prorations.
- D. The Seller shall have the right to remove and retain certain personal property from the Property prior to the expiration or termination date of the leases, and the parties acknowledge that this personal property is not included in the sale of the Property. The personal property to be removed is shown on Exhibit B which is attached hereto and incorporated herein by reference.

This Agreement is agreed to this
_____ day of _____, 2025.

R.P.A.C. Properties, LLC

By: _____
Name: Roy Cogdill
Title: Managing Member

SELLER

[Signature page for Contract for Purchase and Sale between R.P.A.C. Properties, LLC and the City
of Lawrenceville, Georgia}

This Agreement is agreed to this
____ day of _____, 2025.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Name: _____

Title: _____

BUYER

[Signature page for Contract for Purchase and Sale between R.P.A.C. Properties, LLC and the City
of Lawrenceville, Georgia}

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in Land Lot 146 of the 5th Land District of Gwinnett County, Georgia, containing 0.4609 acres, including all easements as per plat made by Pinion & McGaughey, Surveyors, on May 29, 1991, said land more particularly described as follows:

BEGINNING at the point of intersection of the westerly side of Culver Street with the southerly right of way line of West Pike Street a/k/a Georgia Highway No. 120; thence South 04 degrees 48' 30" East 131 feet to an iron pin set; thence South 84 degrees 18' 00" West 150.50 feet to a one-half inch rbf; thence North 06 degrees 12' 58" West 133 feet to an iron pin set on the south side of West Pike Street; thence North 85 degrees 02' 58" East 153.75 feet to the POINT OF BEGINNING.



Items not included in sale = 5 Light Fixtures



Located Center of Showroom



Located upstairs showroom near fireplace



Located upstairs showroom
near front door



Pair of lights, one over register and one
downstairs at front steps



These items are being used by the current tenant in her showrooms.
Items will be removed by seller upon termination of her lease.