

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 **Vendue 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 0.39 acres of property known as 290 South Perry Street, Lawrenceville, Georgia 30046, Gwinnett Tax Parcel R5146D067 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 Five Hundred Twenty Thousand Dollars (\$ 520,000.00).

(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.

For a period of sixty (60) days from the Effective Date of this Agreement, 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 December 31, 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 Ten Thousand Dollars (\$10,000.00) 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. 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 lhompson@pkknlaw.com

Seller: VENDUE PROPERTIES, LLC
4398 Lochsa Ln
Suwanee, GA 30024
Attn: Martha E. Ashworth
Email:

10. 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, 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 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 of a lease on the property. At the closing, the City agrees to enter into the First Amendment to Lease which is attached hereto as Exhibit B and incorporated herein by reference.
- C. At closing the City will provide the Seller with a letter in substantially the form of the letter attached hereto as Exhibit C, which Exhibit is incorporated herein by reference.

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

Vendue Properties, LLC

By: _____
Name: Martha E. Ashworth
Title: Managing Member

SELLER

[Signature page for Contract for Purchase and Sale between Vendue 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 Vendue 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, City of Lawrenceville, Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at a point marked by an iron pin set on the westerly right-of-way line of South Perry Street (seventy-foot (70') right-of-way), said point being 236.13 feet as measured along said right-of-way line in a southerly direction, and following the curvature thereof, from the point of intersection of said right-of-way line with the centerline of Lucky Street; run thence along the westerly right-of-way line of South Perry Street South 03 degrees 09 minutes 06 seconds East 74.12 feet to a point marked by an iron pin set; depart from said right-of-way and run thence South 89 degrees 18 minutes 24 seconds West 224.00 feet to a point marked by a 1" iron bar; run thence North 03 degrees 16 minutes 47 seconds West 75.16 feet to a point marked by an "x" found in concrete; run thence North 89 degrees 34 minutes 11 seconds East 224.21 feet to a point marked by an iron pin set on the westerly right-of-way line of South Perry Street, said point being the **TRUE PLACE OR POINT OF BEGINNING**.

Said tract is shown as Tract 1 containing 0.384 acres on a plat of survey entitled "Survey for: Sullivan Perry, LLC, Lawrenceville Perry, LLC, Commonwealth Land Title Insurance Company & Webb, Tanner & Powell, LLP", dated February 28, 2003, prepared by Apalachee Land Surveying, Inc. Professional Land Surveying Services, and certified by Charles D. Norton, Georgia Registered Professional Land Surveyor No. 2872.

The above described property being known as 290 S. Perry Street, Lawrenceville, Georgia, and designated as Tax Parcel No. R5146D 067 on the tax assessor's records of Gwinnett County, Georgia.

Exhibit B

First Amendment to Lease

FIRST AMENDMENT TO
COMMERCIAL REAL ESTATE LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL REAL ESTATE LEASE AGREEMENT made and entered December ____, 2025 (the "First Amendment") as of and effective January 1, 2026 (the "Effective Date"), by and between **THE CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter referred to as "Landlord"), and **LUZ CASTRO** (hereinafter referred to as Tenant ("Tenant")).

W I T N E S S E T H:

WHEREAS, on or about November 15, 2022, the Tenant entered into a Commercial Real Estate Lease Agreement with Vendue Properties, LLC, the owner of the property at 290 S. Perry Street, Lawrenceville, Georgia 30046; and

WHEREAS, Vendue has sold the property to the City of Lawrenceville, Georgia; and

WHEREAS, the City and the Tenant have agreed to revise the Lease Agreement according to the terms outlined herein;

NOW, THEREFORE, the parties hereto agree as follows:

1.

The Lease Agreement is amended to extend the term through and including August 31, 2027. Thereafter, Tenant may occupy the property on a month to month basis only with the consent of the Landlord.

2.

Tenant shall pay monthly rent of \$2,500.00 per month beginning January 1, 2026 and continuing through August 31, 2026. Beginning September 1, 2026, Tenant shall pay \$3,733.00 per month through the end of the term. Tenant shall be responsible for paying all utilities, lawn care, maintenance including HVAC repairs and maintenance. The Landlord shall be responsible for any taxes, property and casualty insurance and maintenance and repairs of the roof. Except as Amended herein, the terms of the original Commercial Real Estate Lease Agreement shall continue in full force and effect.

3.

Tenant shall not change the use of the Property and shall not assign the Lease without the express written permission of the Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Commercial Lease Agreement as of the Effective Date first above written.

LANDLORD:

CITY OF LAWRENCEVILLE, GEORGIA

TENANT:

By: _____

Name: _____

Title: _____

Luz Castro

Exhibit C
1033 Letter

_____, 2025

Mrs. Martha Ashworth
Vendue Properties, LLC
MEA Family Investments, LP
4398 Lochsa Lane
Suwanee, GA 30024

Re: City of Lawrenceville, Georgia
Real Property acquisitions

Dear Mrs. Ashworth:

I am writing for the City of Lawrenceville, Georgia, a Georgia municipal corporation. The City exists to provide public services to its citizens. Those services include providing safe and adequate public infrastructure and improvements. It is necessary that the City acquire certain property rights to accomplish these public purposes.

The City is currently in the process acquiring property along Perry Street and Reid Street inside the City. These properties may ultimately be used for public purposes or transferred to City related entities for redevelopment purposes. You have negotiated a settlement with the City for payment of an agreed upon sum in the amount of \$520,000.00 for 290 S. Perry Street; \$315,000.00 for 306 S. Perry Street; and \$300,000.00 for 38 Reid Street to compensate you for the property acquired. Based upon comparable sales and other pertinent factors, the City believes that this sum offered and paid you was a fair and equitable price for the property involved. We are grateful that you and the City reached an amicable settlement for the purchase of the property.

As we explained, time was of the essence in this matter. The City is vested with the right of eminent domain under the Georgia Constitution, State statutory provisions, and the City's Charter. The power of eminent domain authorizes the City to acquire property needed for public purposes through legal proceedings.

Once again, we thank you for your cooperation. Please feel free to share this information with your tax advisor and to contact me should you need any additional information regarding this matter.

Sincerely yours,

City Manager