

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (“**Agreement**”) is made and entered into as of the Effective Date, as defined in Section 1.03 below, by and between **Mary Josephine Shannonhouse** (“**Seller**”) and **North DTL CC Ph1, LLC** (“**Buyer**”).

RECITALS:

A. Seller is the owner of approximately .36± acres, being Tax Parcel #R5146C012, 750 North Clayton Street, Lawrenceville, GA, of real property located in the City of Lawrenceville, Gwinnett County (the “**County**”), Georgia, and being more particularly depicted and described on **Exhibit “A”** attached hereto and made a part hereof (the “**Land**”).

B. Seller desires to sell the “Property” (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller to be supportive of this Agreement in its entirety, it is hereby agreed as follows:

Article I SALE – PURCHASE

Section 1.01 **Property.** Seller agrees to sell and Buyer agrees to purchase the “**Property**,” consisting of (a) fee simple title to the Land and (b) all rights, ways, privileges and easements appurtenant to the Land, including Seller’s right, title and interest in and to all strips, gores, streets, alleys and ways, public or private, adjoining or crossing the Land, all of which are appurtenant to, and shall benefit, the Property.

Section 1.02 **Intangible Rights.** The sale of the Property shall include the sale, transfer and conveyance of all of Seller’s right, title and interest in and to all warranties, guaranties, certificates, licenses, bonds, water and sewer agreements, pre-paid water and sewer taps, permits, authorizations, consents, utility capacity, developmental rights and approvals which in any respect whatsoever relate to or arise out of the use, occupancy, possession, development, construction or operation of the Property (collectively, the “**Seller’s Permits**”).

Section 1.03 **Effective Date.** The “**Effective Date**” of this Agreement shall be the date on which the last of Seller and Buyer has executed this Agreement and so notified the other in writing.

Article II PURCHASE PRICE AND TERMS OF PAYMENT

(A) **Section 2.01** **Purchase Price.** The Purchase Price for the Property shall be FOUR HUNDRED FOURTY THOUSAND AND 00/100 DOLLARS (\$440,000.00).

Section 2.02 **Terms of Payment.** The Purchase Price shall be payable in the following manner:

(A) Buyer shall deposit the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 DOLLARS (\$7,500.00) (the “**Deposit**”) with Freisem, Macon, Swann & Malone, LLP (the “**Escrow Agent**”), within three (3) business days after the Effective Date. Buyer shall pay any escrow fees payable to Escrow Agent. The Deposit shall be remitted to Escrow Agent by cashier’s check, subject to clearance or wire transfer of immediately available federal funds. The Deposit shall be held by Escrow Agent in an IOLTA trust account. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties hereto. The Deposit shall be nonrefundable after the Investigation Period except for (i) Seller default or (ii) those provisions herein in which Buyer is expressly entitled to a refund of the Deposit. Buyer shall receive a credit against the Purchase Price at “Closing” (as hereinafter defined) in the amount of the Deposit.

(A) At Closing, Buyer shall pay the Purchase Price to Seller, subject to the terms, conditions, prorations and adjustments stated in this Agreement, by wire transfer of immediately available federal funds made available to Escrow Agent at or prior to Closing.

Article III TITLE AND SURVEY

Section 3.01 **Title Examination.** Buyer shall have the right to have title to the Property examined and to obtain a commitment for title insurance (the “**Title Commitment**”) during the Investigation Period and a policy of title insurance (the “**Title Policy**”), all at Buyer’s expense. At Closing, Seller shall convey title to the Property to Buyer by limited warranty deed, which shall expressly be made subject to the matters set forth in this Agreement and matters approved or waived by Buyer as provided below. The title shall only be subject to matters set forth in the Title Commitment which are either approved or waived during the Investigation Period by Buyer in writing (the “**Permitted Exceptions**”). In the event the Property is subject to any mortgage, deed to secure debt or other title exception or defect which is monetary in nature (the “**Monetary Encumbrances**”) Seller shall pay and satisfy of record any such Monetary Encumbrances prior to or at Closing at Seller's expense. Buyer shall advise Seller of all Monetary Encumbrances which affect the Property following Buyer’s title examination; however, Buyer shall have no obligation to formally object to such Monetary Encumbrances in accordance with Section 3.03 and under no circumstances shall the Monetary Encumbrances be deemed to be Permitted Exceptions. The parties also agree that, at Closing, the Property shall not be subject to

any leases, rental agreements or other rights of occupancy of any kind, whether written or oral, unless such matters have been agreed to by Buyer.

Section 3.02 Survey. Buyer may obtain and provide a survey (the “**Survey**”) of the Property. The Survey will be prepared by a Georgia Registered Land Surveyor and be certified to Buyer and Buyer’s title company. At Buyer’s election, the Survey may be prepared in accordance with the minimum detail requirements established by ALTA/NSPS (with respect to a “Class A” survey) or the minimum standards prescribed by the State of Georgia. The Survey may include, without limitation, the spotting and location of all fences, drainage and utility easements, public or private rights-of-way or center line locations, encroachments, building set back requirements of record, other easements, improvements constructed thereon, if any, and all other matters requested by Buyer or required by the applicable standards. The Survey may also include a flood plain and wetland certification by the surveyor certifying the absence of the same from any portion of the Property. In the event the Survey reflects easements, encroachments, overlaps, or other defects not contained in the Permitted Exceptions to title, the parties shall have the same rights and duties relating to the remedy of such survey defects as are provided in Section 3.03 pertaining to the remedy of title defects. In the event that the property description drawn from the Survey differs from the description of the Property set forth on Exhibit A of this Agreement, then, in addition to the other required closing documents prescribed by this Agreement, Seller agrees to grant a Quitclaim Deed to Buyer conveying the property description drawn from the Survey.

Section 3.03 Objections to Title or Survey. As to any title exceptions or defects and as to matters of survey, prior to end of the Investigation Period, Buyer shall have right to deliver the Title Commitment and/or Survey to Seller together with a written notification of any objections that Buyer may have (the “**Objection Notice**”). If Buyer does provide the Objection Notice, Seller shall, within ten (10) days of the Objection Notice, provide notice to Buyer advising Buyer which if any of Buyer’s objections Seller elects to attempt to cure (the “**Seller Response**”). If Seller fails to provide the Seller Response, Seller shall be deemed to have elected not to cure. If Seller elects to cure, Seller shall then have up to the time of the Closing, to cure or satisfy such objections. If Seller has elected not to cure, or is deemed to have elected not to cure, Buyer may terminate this Agreement within ten (10) days following the Seller Response (or deadline for the Seller Response if none is furnished), and the Deposit shall be promptly returned to Buyer by Escrow Agent and thereafter neither party shall have any further obligations hereunder except as may be otherwise expressly set forth in this Agreement. Absent such termination, Buyer’s previous title objections shall be deemed to be waived by Buyer, apart from any Monetary Encumbrances. If Seller has elected to cure any objection but is not satisfied by Seller by Closing, then without prejudice to Buyer’s rights under Article XII, Buyer shall have the right to terminate this Agreement, and the full amount of the Deposit shall be promptly returned to Buyer by Escrow Agent and thereafter neither party shall have any further obligations hereunder except as may be otherwise expressly set forth in this Agreement. If Seller does so cure or satisfy the objection(s), this Agreement shall continue in effect. Buyer shall have the right to update the Title Commitment from time to time and object to any matters appearing of record (as to Title) or on-the-ground matters (with respect to the Survey) which occur subsequent to the effective date of Buyer’s initial Title Commitment (collectively the “**New Matters**”). At any time prior to Closing, Buyer shall have the right to object to New Matters by furnishing an additional Objection Notice, and if Buyer furnishes an Objection Notice

with respect to any New Matters, Seller shall cause the same to be extinguished on or before the date of Closing. Buyer shall have the right at any time to waive, in writing, any objections that it may have made and thereby preserve this Agreement in effect.

Article IV

INVESTIGATION OF PROPERTY

Section 4.01 Right of Entry. Commencing as of the Effective Date and continuing for a period ending thirty (30) days after receiving final non-appealable approval from the City of Lawrenceville adopting the new zoning ordinance which Buyer is seeking (which period shall be referred to as the “**Investigation Period**”), Buyer, and all of Buyer’s agents, contractors, consultants, representatives and other persons designated by Buyer, shall have the right, with reasonable prior notice to Seller, to enter on any portion of the Property, for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the “**Inspections**”). Seller shall cooperate with Buyer in conjunction with Buyer’s Inspections, including providing access at all reasonable times prior to the Closing. Seller also agrees to provide Buyer with Seller’s cooperation in regard to Buyer’s efforts to obtain all appropriate or relevant information concerning the Property. Provided Buyer has not terminated this Agreement or defaulted hereunder, this right of entry, as well as all rights provided to Buyer in this Section 4.01, shall continue unabated through the Closing. All of Buyer’s Inspections shall be at Buyer’s sole cost and expense, and shall be performed in a manner so as not to unreasonably interfere with Seller’s interest in the Property. Buyer has no authority or right to create liens upon the Property. Buyer shall remove by a statutory permitted bond or otherwise any lien of any type that attaches to the Property as a result of any Buyer’s Inspections. Upon completion of any Inspection, Buyer shall restore any damage to the Property caused by such Inspection as near as practical. Buyer hereby indemnifies and holds Seller and its shareholders, officers, employees, agents, members, guests and other invitees harmless from all injury, damage, loss, cost or expense, including, but not limited to, attorneys’ fees and court costs resulting from Buyer’s Inspections. The indemnity obligations of this Section shall survive Closing or earlier termination of this Agreement for a period of one (1) year and do not apply to (a) any loss, liability, cost or expense to the extent arising from or relating to the acts or omissions of Seller or Seller’s agents or consultants, (b) any diminution in value of the Property arising from or relating to matters discovered by Buyer during its Inspections, (c) any latent defects in the Property discovered by Buyer, or (d) the release or spread of any Hazardous Substance, which is discovered (but not deposited) on or under the Property by Buyer.

Section 4.02 Property Documents. Within ten (10) days following the Effective Date, Seller shall furnish to Buyer all information concerning the Property which Seller possesses, or that which Seller may reasonably obtain, and Seller shall continue to furnish to Buyer within three (3) business days following Seller’s receipt of same, all information concerning the Property of which Seller acquires possession subsequent to the Effective Date, including, but not limited to, copies of all plans, title policies, plats, surveys, zoning and land use information, contracts, soil tests and reports, environmental tests and reports, engineering studies, inspection reports, due diligence materials, CAD files, appraisals, feasibility studies, landscape plans, site plans and all other governmental and quasi-governmental

applications, approvals, consents and authorizations relating to the Property. All of the information to be furnished under this Section 4.02 shall collectively be referred to as the “**Property Documents**.” Any delay in Seller’s delivery of the Property Documents shall result in an extension of the Investigation Period for an equal number of days. Seller hereby represents and warrants that, to the best of Seller’s knowledge, all of the information contained in the Property Documents is true and correct in all material respects and fairly and accurately reflects the condition or statement of facts reported to be described or represented thereby. At Closing, Seller shall assign to Buyer all of its right, title and interest in and to the Property Documents and deliver all of the original Property Documents, and Seller’s Permits and Intangible Personal Property. In the event Buyer terminates this Agreement for any reason other than a Seller’s Default, Buyer shall deliver all third-party, non-proprietary and non-privileged plans, surveys and other materials (“**Buyer’s Materials**”) at no cost to Seller. Buyer’s Materials will be furnished to Seller without representation or warranty from Buyer, and without recourse to Buyer.

Section 4.03 Right of Cancellation.

Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. In order for Buyer to elect to terminate this Agreement during the Investigation Period, Buyer must so notify Seller in writing prior to the expiration of the Investigation Period. If Buyer timely gives such notice, then this Agreement shall be terminated. Upon any termination pursuant to this Section, the Deposit shall be returned promptly to Buyer, and this Agreement will be terminated in all respects and neither Buyer nor Seller will have any further rights or obligations hereunder, except as may be otherwise expressly set forth in this Agreement. Buyer shall return all Property Documents.

Article V

SELLER’S REPRESENTATIONS WARRANTIES, AND COVENANTS

Seller represents and warrants to Buyer, as true and correct, both on the Effective Date and throughout the period of time until and through Closing as follows. All of the following representations shall survive Closing.

Section 5.01 Violations, Litigation and Adverse Information.

Seller has not received any notice of nor does Seller have knowledge of: (a) violation of any law, statute, ordinance, order, regulation, rule, restriction or requirement of any federal, state and local governmental and quasi-governmental agencies, entities, boards and authorities that have jurisdiction over the Property (each a “**Governmental Entity**” and collectively, the “**Governmental Entities**”) pertaining to or affecting any portion of the Property; or (b) any suit or proceeding pending or threatened affecting any portion of the Property in any court or before any Governmental Entity or tribunal; or (c) other fact or condition which would have a material adverse effect upon the Property or its value which has not been disclosed in writing to Buyer.

Section 5.02 Ownership and Parties in Possession. Seller owns marketable fee simple title to the Property and has authority to sign this Agreement. To

Seller's knowledge, no other person or entity has any right, claim or interest in the Property or any portion thereof, arising out of adverse possession, prescriptive rights, or otherwise.

Section 5.03 Prior Application or Commitments. There are no applications or commitments to any Governmental Entity or utility which would affect the Property which have not been disclosed in writing to Buyer.

Section 5.04 No Liens. To Seller's knowledge, no work has been performed or is in progress upon, and no materials have been furnished to, the Property or any part thereof, which might give rise to any mechanic's, materialmen, or other liens against the Property. There are no special assessments, pending or certified, which may now or hereafter become an obligation of Buyer, monetary or otherwise.

Section 5.05 FIRPTA. Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code. Seller shall comply with all requirements imposed by the Internal Revenue Service in regard to same.

Section 5.06 Changes to Documents and Condition of the Property. Seller shall maintain the Property in substantially the same condition as exists as of the Effective Date and shall not terminate, modify, amend or waive any provision of any contract, permit, agreement, or any other document previously provided, or to be provided, to Buyer in accordance with this Agreement, or any benefit or entitlement described in this Agreement to be conveyed to Buyer, without the prior written consent of Buyer, which may be withheld in Buyer's sole and absolute discretion. Seller shall terminate any existing leases on Property and deliver the Property vacant and in a broom clean condition at Closing.

Section 5.07 Environmental Condition. Seller has not used, and, subsequent to the Effective Date, shall not and will not permit any other party to use, any Hazardous Substances on the Property. Seller represents and warrants to Buyer that, to the best of Seller's knowledge, there is not any: (a) presence of any "Hazardous Substance" (defined below) above, below, on, or within the Property; (b) present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance on the Property; or (c) failure by Seller or any former owner of the Property to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substance. As used herein, the term "Hazardous Substance" means any substance or material defined or designated as a hazardous or toxic waste, material or substance, chemical contaminant, or other similar term, deemed to be such by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statutes, regulations or ordinances may be amended from time to time with the exception of Lead Based Paint and Asbestos which may be within the Property due to its age.

Section 5.08 Bankruptcy. Seller is not involved, whether voluntarily or otherwise, in any bankruptcy, reorganization or insolvency proceeding, except, if applicable, as a creditor of a bankrupt estate.

Section 5.09 Contracts. To Seller's knowledge, there are no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or agreements with municipalities or other parties (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property other than shown of record or Buyer after Closing in any manner whatsoever. There are no pending contracts for the sale of any portion of the Property, other than this Agreement.

Section 5.10 Anti-Terrorism Laws. To Seller's knowledge, Seller is in compliance with all federal, state, municipal, and local laws, statutes, codes, ordinances, orders, decrees, rules, or regulations relating to terrorism or money laundering (collectively, the "Anti-Terrorism Laws"), including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, known as the "Patriot Act"), and the regulations of the Office of Foreign Assets Control and is not a Prohibited Person under the Anti-Terrorism Laws.

Section 5.11 Cemeteries. To Seller's knowledge, there are no cemeteries, graves or burial grounds or historic artifacts within the Property.

Article VI BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through Closing, that Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia, and the person executing this Agreement on behalf of Buyer has the lawful right, power, authority and capacity to bind Buyer to the terms hereof and consummate the transactions contemplated by this Agreement, pursuant to the terms, provisions and conditions of this Agreement. All representations and warranties by Buyer in this Agreement shall be true and correct as of the Effective Date hereof and as of Closing.

Article VII CLOSING

Section 7.01 Closing

- I. Closing shall take place on or about ninety (90) days following the final non-appealable zoning approval from the City of Lawrenceville, Georgia. In the event the LDP has not been issued by the Closing Date, Buyer may extend the Closing for two (2) thirty (30) day periods at \$5,000.00 per extension ("Extension Deposits"). The Extension Deposits shall be nonrefundable but applicable to the Purchase Price.

Section 7.02 Place of Closing. The Closing shall be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents.

Section 7.03 Expenses of Closing and Prorations.

(A) Taxes. Ad valorem and non-ad valorem real property taxes shall be prorated at Closing. Buyer will assume all ad valorem and non ad valorem taxes and assessments accruing after Closing.

(B) Recording Fees and Transfer Tax. Seller shall pay the recording fees associated with the release of any liens or mortgages and/or corrective title instruments. Buyer shall pay the recording fee for the Deed (as hereinafter defined) and State of Georgia transfer tax.

(C) Title Policy and Survey. Buyer shall pay all costs associated with Buyer's title examination, title commitment and policy and the Survey.

(D) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 7.04 Documents for Closing. Prior to or at Closing, the parties will execute and provide any and all documents reasonably necessary to effectuate the terms, conditions and intent of this Agreement.

(A) At Closing, Seller shall execute and deliver each of the following documents in form reasonably acceptable to Buyer:

(i) A limited warranty deed (the "**Deed**"), conveying marketable and insurable fee simple title to the Property to Buyer, subject to Permitted Exceptions;

(ii) A Seller's Title Affidavit in form and content of which is reasonable acceptable to Buyer's title insurance company;

(iii) An Assignment evidencing the transfer and assignment of all Seller's benefits and entitlements hereunder, including Seller's Permits and Intangible Personal Property, as each is described in Article I hereof, the Property Documents, utility capacities, as well as all other leases, contracts, licenses, agreements or other documents, which are in effect as of the Closing date;

(iv) A FIRPTA Affidavit;

(v) A Closing Statement;

(vi) Any other documents reasonably requested by Buyer.

(B) At Closing, Buyer shall execute and deliver to Seller each of the following documents in form reasonably acceptable to Seller:

(i) The Closing Statement; and

(ii) Any other documents reasonably requested by Seller.

All of the documents will be duly authorized, legal, valid and binding obligations of Seller or Buyer, as applicable, which, at the time of Closing and payment of the Purchase Price, will be sufficient to convey title (if they purport to do so). The parties agree to execute any other document, following Closing, as reasonably necessary to effectuate the intent of all terms and conditions set forth in this Agreement. The Buyer shall prepare the above Closing documents.

Article II REAL ESTATE BROKERS

The parties each represent to the other that, except as stated below, there are no real estate brokers, salespeople, finders or consultants, who are or were involved in the negotiation and/or consummation of this transaction by Seller at Closing pursuant to a separate agreement. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Seller or any party other than Buyer. Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Buyer. The indemnification provided hereunder shall be applicable to any party claiming that it is owed a fee or other form of compensation due to or arising out of this Agreement.

Buyer agrees to pay Seller's Agent's Brokerage, Thomas Crone of MorrisTate Realty Group, a commission of three (3%) percent. Members of Buyer's Company are licensed real estate agents.

Article III ESCROW

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, including any monies or documents which it holds, or as to whom same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by Seller and Buyer directing the disposition of same, and in the event either party would be entitled to the Deposit, or other monies or documents held by Escrow Agent, the parties agree to forthwith execute such joint written authorization upon the request of any party hereto. In the absence of such authorization, Escrow Agent may hold the Deposit, or other monies or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Notwithstanding the foregoing, in the event that this Agreement is terminated pursuant to Section 4.03, Escrow Agent may return the deposit to Buyer without the need for joint written instructions. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless same are a result of the gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to

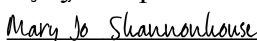
this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Article, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit or other monies or documents as determined by a court of competent jurisdiction. The parties agree that they will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

Article IV NOTICE

Section 10.01 Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (w) when delivered, if by hand delivery, (x) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (y) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (z) upon confirmation of receipt by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

SELLER:

Mary Josephine Shannonhouse


C2D1D4F693214AC...

E-Mail: lady2unme2@gmail.com

Copy To:

Thomas Crone
Keller Williams Signature Partners
404-384-5409
thomascrone@morristate.com



BUYER:

North DTL CC Ph1, LLC
c/o Ty White
2494 Jett Ferry Rd
Suite 202
Dunwoody, GA 30338
Email : _ty.white@peachlandhomes.com

Copy To:

Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road, Suite C
Atlanta, GA 30305
Attn: Joseph G. Mattarella
E-Mail: jmattarella@fmsmlaw.com

ESCROW AGENT: Freisem, Macon, Swann & Malone, LLP
2905 Piedmont Road, Suite C
Atlanta, GA 30305
Attn: Joseph G. Mattarella
E-Mail: jmattarella@fmsmlaw.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice.

Section 10.02 Attorneys. The respective attorneys for Seller and Buyer are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

Article V

CONDEMNATION AND MORATORIUM

Section 11.01 Condemnation. If, prior to Closing, all or any portion of the Property is taken by eminent domain or is the subject of a pending taking which has not been consummated (collectively, a “**Taking**”), Seller shall so notify Buyer in writing, and Buyer shall have the option to either (a) terminate this Agreement upon notice to Seller given not later than fifteen (15) days after receipt of Seller’s notice, or (b) proceed with Closing in accordance herewith. Buyer shall have the right, but not the obligation, to contest and negotiate the amount of money offered for such Taking, as well as any of the terms related thereto. If this Agreement is terminated as aforesaid, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations to the other hereunder (except for any matters which expressly survive termination of this Agreement). If Buyer has not elected to terminate this Agreement as aforesaid, Seller agrees to assign to Buyer at Closing all sums which are to be awarded for the Taking, and shall pay to Buyer any sums received by Seller prior to Closing for the Taking. Buyer shall thereafter be entitled to receive and keep any awards for such Taking by eminent domain. The Closing Date hereunder shall be extended for a period of time equal to the amount of time required by Buyer to provide Seller with notice of termination of this Agreement in accordance with the time periods set forth in this Section.

Section 11.02 Moratoria. If, at the time of Closing, there is a moratorium on building, platting, water and sewer, or other moratoria prohibiting or delaying Buyer’s ownership, development or operation of the Property, including, without limitation, a moratorium on the issuance of building permits by the Governmental Entities, Buyer shall have the right to automatically extend the Closing for a period not to exceed sixty (60) days, at which time if a moratorium still exists for any of the foregoing items, Buyer shall have the following options: (a) terminate this Agreement whereupon the Deposit, less one thousand (\$1,000) dollars, shall be promptly returned to Buyer, and the parties shall be relieved of any further obligations hereunder (except for any matters which expressly survive termination of this Agreement); or (b) waive such condition and proceed to Closing of this transaction. In the event Buyer chooses to close, the Closing shall occur within ten (10) days of Seller’s receipt of Buyer’s notice as provided hereinabove.

Article VI DEFAULTS

Section 12.01 **Buyer's Default.** In the event of any default by Buyer after expiration of the cure period set forth in Section 12.03 below ("**Buyer's Default**"), including, but not limited to, the failure of Buyer to close this transaction, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller, and therefore the parties agree that in the event there is a Buyer's Default, the Deposit shall be paid to and accepted by Seller as full and liquidated damages and as Seller's sole and exclusive remedy at law or in equity and each of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations which expressly survive termination of this Agreement.

Section 12.02 **Seller's Default.** In the event of any default by Seller after expiration of the cure period set forth in Section 12.03 below ("**Seller's Default**"), Buyer shall be entitled: (a) to terminate this Agreement and receive a prompt refund of the Deposit and be reimbursed by Seller for the actual third-party, out-of-pocket costs and expenses incurred by Buyer in furtherance of this Agreement or (b) seek specific performance of this Agreement. Notwithstanding anything contained herein to the contrary, if specific performance is not available as a remedy as a result of the willful acts of Seller, then Buyer may exercise all remedies available at law or in equity. Nothing in this Section shall limit Buyer's remedies at law or in equity after Closing as to all representations and warranties, indemnities, and other obligations of Seller contained in this Agreement that by the terms of this Agreement survive Closing or earlier termination of this Agreement.

Article VII **Section 12.03** **Notice and Cure Period.** Buyer shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Buyer's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of ten (10) days after receipt of such notice.

Article XIII CONDITIONS PRECEDENT

Section 13.01 **Conditions Precedent to Closing.** With respect to Closing, Buyer shall not be obligated to close unless each of the following conditions (the "Conditions Precedent") are either fulfilled or waived by Buyer in writing provided failure of any condition shall not extend the Closing Date, if any. Buyer shall seek in good faith the following at its own cost and expense:

- a. Zoning. Buyer's obligation to purchase the Property, per the Purchase and Sale Agreement, will be subject to the successful approval of required rezoning. Buyer will submit rezoning application within ninety (90) days after the Effective Date. Buyer shall be solely responsible for the rezoning effort and shall bear all costs and expenses in connection therewith; provided, however, that the Seller shall in good faith cooperate with such efforts and shall endorse

or, where necessary, execute as the current landowner any and all applications required by the City of Lawrenceville in connection with rezoning.

- b. Jurisdictional Approvals. Buyer's obligation to purchase the Property will be subject to the intended Project receiving a Land Disturbance Permit which will permit the development of the intended Project with conditions reasonably acceptable to Buyer ("Jurisdictional Approvals"). Buyer shall be solely responsible for obtaining the Jurisdictional Approvals and shall bear all costs and expenses in connection therewith; provided, however, that the Seller shall in good faith cooperate with such efforts and shall endorse or, where necessary, execute as the current landowner any and all applications required in connection with the Jurisdictional Approvals within three (3) business days of Buyer's request.
- c. Assemblage. This Closing is contingent on Buyer closing the adjacent North Clayton Street properties and City of Lawrenceville properties simultaneously to wit: R5145-255, R5145-059, R5145-058, R5145-065, R5145-066, R5145-067, and R5146C011 together with adjoining City Parcels.
- d. Lease Terminations. Buyer's obligation to purchase the Property will be subject to the termination of any and all leases in effect that may encumber the Property at no additional cost to Seller. Seller will deliver the Property in a vacant, broom clean condition, provided, however, if Seller is personally residing on the Property at Closing, Seller may have up to forty-five (45) days to vacate the Property post-Closing. Seller will maintain insurance and utilities in Seller's name until vacated.

Section 13.02 Failure of any Conditions Precedent prior to Closing. The Deposit shall become nonrefundable thirty (30) days after the rezoning Buyer has sought has been approved by the appropriate zoning authority ("Rezoning Approval Date"). If any of the Conditions Precedent are not satisfied, Buyer shall have the right to: (i) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (ii) waive the Condition Precedent(s) and proceed to Closing. Buyer may have until Closing to terminate this Agreement for failure to obtain its Conditions Precedent, however, notwithstanding anything herein to the contrary, the Deposit becomes nonrefundable after the above Rezoning Approval Date.

ARTICLE XIV MISCELLANEOUS PROVISIONS

Section 14.01 Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Seller and

Buyer agree that the proper venue with respect to any state or federal litigation in connection with this Agreement shall be the County in which the Property is located.

Section 14.02 Amendments. No amendment to this Agreement shall bind any of the parties hereto unless and until such amendment is in writing and executed by Buyer and Seller.

Section 14.03 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

Section 14.04 Survival. All terms and provisions of this Agreement shall survive Closing. In addition, all of Seller's obligations to indemnify, defend and hold Buyer harmless and all of Buyer's obligations to indemnify, defend and hold Seller harmless pursuant to the terms of this Agreement shall survive termination of this Agreement.

Section 14.05 Assignment.

(A) All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(B) Buyer shall have the right to freely assign its rights and/or obligations in this Agreement to any entity without recourse, whereupon Buyer shall be released from its obligations hereunder.

(C) Seller shall not be entitled to assign this Agreement.

Section 14.06 Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms "herein," "hereby," "hereof," "hereto," "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

Section 14.07 Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 14.08 Possession. Possession of the Property shall be delivered to Buyer at Closing except in the event the seller is residing in the property and elects to stay in the property during the agreed upon 45 days post- Closing as stipulated in section 13.01 (d), in which event Section 13.01(d) shall prevail.

Section 14.09 Representations. All representations and warranties set forth herein are material and of the essence to this Agreement and shall survive Closing.

Section 14.10 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 14.11 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 14.12 Time Periods. Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in the Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Georgia, shall extend to the next full business day. The term “business day” as used herein shall not include Saturday, Sunday and legal holidays in the State of Georgia. For all purposes under this Agreement, all times shall mean either Eastern Standard Time or Eastern Daylight Time as then currently applicable in the County.

Section 14.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by e-mail in a PDF file to the other party or to the other party’s counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

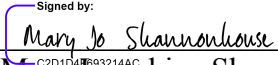
Section 14.14 Confidentiality. The Parties hereby agree to not disclose, discuss, distribute or disseminate any of the information contained in this Agreement or other knowledge Seller or Buyer may obtain relating to this Agreement, to third parties, other than those who require such knowledge, such as the parties’ employees, consultants and attorneys, without the express advance written consent of the other Party. The Parties acknowledge that such restrictions are reasonable in time and manner and agrees that these restrictions are material, appropriate and commercially reasonable for the protection of the Parties’ commercial interests. Each Party acknowledges that its violation of the provisions hereof may cause irreparable injury to the other, and that such violation may not be capable of remedy by money damages or other remedy at law. Either Party shall therefore have the right to seek injunctive and equitable relief to restrain any unauthorized disclosure or use (or any attempted or intended disclosure or use) in any court of competent jurisdiction, without the necessity of either Party posting any bond in such proceeding. However, nothing herein shall in any way be construed as limiting either Party’s rights to seek damages for any violation of the foregoing.

Section 14.15 1031 Exchange. Either Party may consummate the sale of the Property as part of a so-called like kind exchange (the “**Exchange**”) pursuant to § 1031 of the Internal Revenue Code of 1986, as amended, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the exchanging Party’s obligations under this Agreement, and (b) the non-exchanging Party shall not incur any additional expense or obligation as a result of the exchange or be required to acquire or hold title to any real property for purposes of consummating the Exchange. The non-exchanging Party shall not, by this Agreement or acquiescence to the Exchange, (i) have its rights under this Agreement affected or diminished in any manner or (ii) be responsible for compliance with or be deemed to have warranted to the exchanging Party that the Exchange in fact complies with § 1031 of the Internal Revenue Code of 1986, as amended.

[continued]

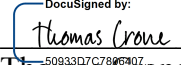
IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement on the dates indicated below.

SELLER:

Signed by:
 [SEAL]
C2D1D41B93214AC
Mary Josephine Shannonhouse

Date: 5/22/2025 | 20:12 EDT

SELLER'S AGENT:

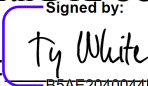
DocuSigned by:
 [SEAL]
509339D7C7826902
Thomas Crone
Keller Williams Signature Partners

Date: 5/22/2025 | 11:26 EDT

[continued]

BUYER:

North DTL CC Ph1, LLC

Signed by:
By:  [SEAL]
B5AE2040044D4DD...
Ty White, Managing Member

Date: 5/23/2025

[continued]

ESCROW AGENT

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

**FREISEM, MACON, SWANN & MALONE,
LLP**

DocuSigned by:
Joseph Mattarella
By: 871E99B99410450...
Name: Joseph G. Mattarella
Its: Partner

Date: 5/23/2025

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS IN
PURCHASE AND SALE TRANSACTIONS
("LEAD-BASED PAINT EXHIBIT")
EXHIBIT "B" ^A**



2025 Printing

This Exhibit pertains to that certain Property known as: 750 N Clayton St, Lawrenceville, Georgia 30046.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER AND BUYER, AND THE BUYER PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE BUYER AND SELLER ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement

Every buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]*

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

☐ Check box if additional pages of explanations are attached and incorporated herein.

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]:*

(i) _____ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment *[initial all applicable sections below]:*

(c) TW Buyer has received copies of all information, if any, listed above.

(d) TW Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) Buyer has: *[initial (i) or (ii) below]:*

(i) _____ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (prior to Buyer being obligated under the Purchase and Sale Agreement); or

(ii) TW Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).

Agent’s Acknowledgment (Agent who informed Seller of Seller’s Obligations should initial).

- (f) *TL* ^{DS} Seller’s Agent has informed the Seller of the Seller’s obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.
- (g) _____ Buyer’s Agent has informed the Seller of the Seller’s obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance. *[only required if the Buyer’s Agent receives compensation from the Seller.]*

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Ty White 5/23/2025
Signed by: Date
1 Buyer’s Signature
North DTL CC Ph1, LLC
Print or Type Name

2 Buyer’s Signature
Date

Print or Type Name

☐ **Additional Signature Page (F267) is attached.**

Buyer’s Agent Signature
Date
N/A
~~Melissa Bryson~~
Print or Type Name

Buyer Brokerage Firm

Mary Jo Shannonhouse 5/22/2025 | 20:12 ED
Signed by: Date
1 Seller’s Signature
Mary Jo Shannonhouse
Print or Type Name

2 Seller’s Signature
Date

Print or Type Name

☐ **Additional Signature Page (F267) is attached.**

Thomas Crone 5/22/2025 | 11:26 ED
DocuSigned by: Date
Seller’s Agent Signature
Thomas Crone
Print or Type Name
keller williams Realty Signature Partners
Seller Brokerage Firm

INSTRUCTIONS TO CLOSING ATTORNEY**2025 Printing**

RE: Purchase and Sale Agreement between North DTL CC Ph1, LLC ("Buyer") and Mary Jo Shannonhouse ("Seller") dated 05/22/2025

for Property located at 750 N Clayton St Lawrenceville GA 30046

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Buyer's Broker and Seller's Broker hereby confirm the compensation for professional brokerage services ("Compensation") to which they will be entitled upon the Closing of the above-referenced transaction and direct the Closing Attorney to pay these amounts at Closing from the sales proceeds.

1. Compensation Paid by Seller to Seller's Broker. The Compensation paid by Seller to Seller's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (_____) % of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

2. Compensation Shared by Seller's Broker with Buyer's Broker. Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker above. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (_____) % of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

3. Compensation Paid by Seller to Buyer's Broker. The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (_____) % of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

4. Compensation Paid by Buyer to Buyer's Broker. The Compensation paid by Buyer to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*

- ☐ _____ percent (_____) % of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

5. General Provisions Applicable to This Agreement.

- A.** Neither Broker shall have a claim for Compensation against the other Broker in the event the Closing does not occur.
- B.** Notwithstanding the above, signing this Agreement shall not, unless otherwise specifically provided for herein, waive or limit the right of the Buyer's Broker or Seller's Broker to challenge, after the Closing, either the entitlement to, or the amount of any commission paid or not paid hereunder, or to assert any claim or seek arbitration regarding the same.
- C.** The Closing Attorney is directed to show the above-referenced Compensation on the settlement statement and to collect the same as pre-condition to the parties closing on the purchase and sale of real property, so long as the same is permitted by the Buyer's mortgage lender, if any.
- D.** For purposes herein, the use of the term "Broker" shall include Broker's affiliated licensees.
- E.** If a licensee signs this Instructions to Closing Attorney form on behalf of a Broker, such licensee warrants that they have the authority to sign on behalf of and bind their Broker.

6. Further Directions to Closing Attorney.

The Seller's Broker and the Buyer's Broker hereby direct the Closing Attorney to disclose on the settlement statement for the above-referenced transaction the following referral fees and/or rebates they will be paying at the Closing of said transaction.

A. Seller's Broker. Amount of Fees and/or Rebates being paid by Seller's Broker shall be set forth below: [The boxes not checked shall not be part of this Agreement.]

- ☐ _____ percent (_____ %) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

Person or Entity to Whom Fees and/or Rebates are being Paid: _____

B. Buyer's Broker. Amount of Fees and/or Rebates being paid by Buyer's Broker shall be set forth below: [The boxes not checked shall not be part of this Agreement.]

- ☐ _____ percent (_____ %) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.

Person or Entity to Whom Fees and/or Rebates are being Paid: _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any preceding paragraph or any exhibit or addendum hereto shall control:

- 1. All parties agree the Buyer will be paying a 3% commission to the Seller's Broker at closing.

☐ Additional Special Stipulations (F246) are attached.

N/A		keller williams Realty Signature Partners	
Buyer Brokerage Firm		Seller Brokerage Firm	
Broker/Affiliated Licensee Signature	Date	Thomas Crone	5/22/2025 11:26 E
Broker's Phone#		Broker/Affiliated Licensee Signature	Date
Broker's FAX#		Broker's Phone# 678-631-1700	
REALTOR® Membership		Broker's FAX#	
		PBOR	
		REALTOR® Membership	

If Buyer is paying Buyer's Broker's Compensation as referenced in Section 4, Buyer hereby signs this Agreement to reflect Buyer's consent to payment of Compensation to be made by Buyer to the Buyer's Broker.

Ty White

Buyer's Signature

5/23/2025

Date

Buyer's Signature

Date

☐ Additional Signature Page (F267) is attached.

If Seller is paying Buyer's Broker's Compensation as referenced in Section 3, Seller hereby signs this Agreement to reflect Seller's consent to payment of Compensation to be made by Seller directly to the Buyer's Broker.

Mary Jo Shannonhouse

Seller's Signature

5/22/2025 | 20:12 E

Date

Seller's Signature

Date

☐ Additional Signature Page (F267) is attached.

SELLER'S BROKER'S NOTICE TO SELLER OF SELLER'S OBLIGATIONS REGARDING LEAD-BASED PAINT



2025 Printing

RE: Property located at 750 N Clayton St Lawrenceville GA 30046
("Property"). Keller Williams Realty Signature Partners the Seller's Broker or licensee of Seller's Broker on the above-referenced Property, does hereby give notice to the Seller(s) of such Property that if the residential dwelling on the Property was built prior to 1978, Seller(s) must do the following:

1. Disclose to the buyer the presence of known lead-based paint and/or lead-based paint hazards.
2. Provide the buyer with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the residential housing.
3. Provide the buyer with a lead-based paint hazard information pamphlet, in a form approved by the Environmental Protection Agency; and
4. Permit the buyer to have a 10 day period to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

DocuSigned by:
Thomas Crone
Signature of Seller's Broker or Licensee of Seller's Broker

Thomas Crone
Print Name of Seller's Broker or Licensee of Seller's Broker

5/22/2025 | 11:26 EDT
Date



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

March 2021

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

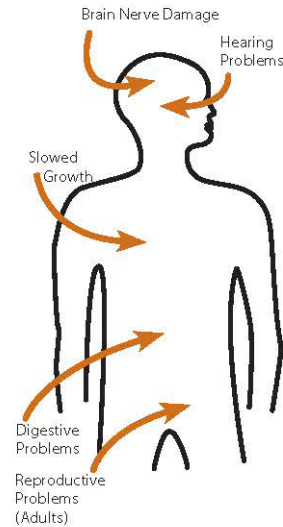
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).