

**REAL ESTATE PURCHASE AND DONATION AGREEMENT**

**BASIC PROVISIONS**

This **Real Estate Purchase and Donation Agreement** is between **Walton County**, as **Purchaser**, and the **Seller** identified below. **Seller** shall sell and donate the **Property** to **Purchaser** and **Purchaser** shall purchase and accept the **Property** from **Seller** subject to all the provisions of this Agreement.

1. Date of this Agreement for reference purposes: **July 6, 2021**
2. **Seller: East Church Street Investment Property, LLC**
3. **A seller's federal tax identification number:** \_\_\_\_\_
4. **Seller** address for notice: PO Box 2655  
Loganville, GA 30052
5. **Seller** telephone : 678.373.0536 Fax: 770.554.4075  
Email: nbutler@relianthomes.com
6. **Purchaser** address for notice: Walton County, Georgia  
Attention: Chairman David G. Thompson  
Walton County Board of Commissioners  
111 S. Broad Street  
Monroe, GA 30655
7. **Purchaser** telephone: 770.267.1301 Fax: 770.267.1400  
Email: davidg.thompson@co.walton.ga.us
8. **Property Address:** 1125 East Church Street  
  
County: **Walton**  
City: **Monroe** State: **GA** Zip: **30655**
9. Total number of acres: **21.326 +/- acres**
10. Purchase Price/Donation: **\$500,000.00 with remaining value being donated**
11. Earnest Money: **\$0.00**

12. Significant dates:

1. **Effective Date:** **July 6, 2021** (The date the Agreement was finally executed by both Seller and Purchaser.)
2. **Inspection Period:** Expires **November 3, 2021**  
(120 days after the Effective Date.)
3. **Closing Date:** **On or before 12/31/2021**

## ***REAL ESTATE PURCHASE AND DONATION AGREEMENT***

THIS AGREEMENT, (hereinafter referred to as the “Agreement”) made and entered into as of **July 6, 2021** (hereinafter referred to as the “Effective Date”) by and between **Walton County**, a political subdivision of the State of Georgia (hereinafter referred to as “Purchaser”) and **East Church Street Investment Property, LLC** a Georgia limited liability company (hereinafter referred to as “Seller” and, together with Purchaser, the “Parties”).

### **WITNESSETH:**

For and in consideration of the mutual covenants, promises, and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **Sale of Property.** Upon the terms and conditions provided herein, Seller will sell and donate and Purchaser will purchase and accept from Seller the fee simple interest in that certain real property, together with all improvements located thereon, lying and being in **Walton** County, being approximately **21.326+/-** acres, with a street address of: **1125 East Church Street Monroe, GA 30655** and more particularly described in Exhibit “A” (Legal Description), attached hereto and by this reference incorporated herein (hereinafter referred to as “Property”).
2. **Purchase Price with Donation.**
  - 2.1 The purchase price to Seller shall be \$500,000.00 with all remaining value being donated to the Purchaser in kind.
3. **Inspection.** Purchaser’s agents, employees, and independent contractors shall have a period of **120** days after the Effective Date in which to conduct, at Purchaser’s sole expense, such physical, engineering, environmental, and feasibility studies, surveys, tests, examinations, and inspections, as Purchaser deems appropriate in an effort to determine whether or not to proceed with the closing of this transaction (hereinafter referred to as the “Inspection Period”). During the Inspection Period and thereafter until Closing or other termination of this Agreement, Purchaser, Purchaser’s agents, employees, and independent contractors shall have the right to come onto the Property for the purpose of conducting the foregoing inspections, studies, examinations, surveys, and tests. Any inspection, study, examination, survey, or test shall not interfere with Seller’s use of the Property and shall not violate any law or regulation of any governmental entity having jurisdiction over the Property. Upon the completion of any inspection, study, examination, survey, or test, Purchaser shall restore the Property to its former condition. To the extent allowed by law, Purchaser agrees to indemnify and hold Seller harmless from any and all loss and expense (including, without limitation, attorney’s fees) resulting from claims and damages caused by, arising out of, or incurred in connection with the exercise by Purchaser of Purchaser’s rights under this Paragraph. If, for any reason, in

Purchaser's sole discretion, Purchaser considers the Property to be unsuitable for Purchaser's intended use, Purchaser may terminate this Agreement by delivering written notice to Seller prior to the expiration of the Inspection Period, in which event this Agreement shall terminate, any Earnest Money attributable to this Agreement shall be refunded to Purchaser promptly upon request, and the parties shall be relieved of any further obligations hereunder.

4. **Survey.** If the Purchaser chooses, a Survey of the Property shall be prepared at **Purchaser's** expense by a reputable land surveyor selected by **Purchaser**. After the survey shall have been prepared, Exhibit "A" (Legal Description) hereto shall be replaced by a new Exhibit "A" containing a legal description based upon the survey and, thereafter, such new legal description shall be the legal description of the Property for all purposes relating to this Agreement. Notwithstanding the foregoing, Seller shall, at Purchaser's request, and in addition to any other deeds required hereunder, execute at closing a quitclaim deed based upon the current legal description for the Property as set forth on Exhibit A hereto.
5. **Seller's Representations and Warranties.** As of the date of this Agreement and as of the date of Closing, Seller represents and warrants to Purchaser as follows:
  - 5.1 Seller owns fee simple title to the Property, and Seller's execution, delivery, and/or performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document, or instrument.
  - 5.2 Seller is in open, notorious, and undisputed possession of the Property and knows of no claim of possession, right, title, or interest therein by any other party.
  - 5.3 No person, firm, or entity has any right, title, or interest in, or right to acquire or possess the Property or any part thereof, or any right, title, or interest therein, and there is no contract or agreement of any kind or nature affecting the Property or the operation thereof which will survive the Closing.
  - 5.4 From the date of this Agreement until closing, Seller shall not authorize any improvements to the Property, cause or allow any lien or encumbrance to be placed on the Property or accept or authorize a sale or lease of all or any portion of the Property without the express written consent of Purchaser, which consent may be withheld in the sole discretion of Purchaser.
  - 5.5 Seller has never utilized the Property, nor allowed use of the Property as a storage or dump site for chemical, biological, radioactive, industrial processing or other waste material and has no knowledge of the use of the Property as such dump or storage site.
6. **Earnest Money.** No earnest money shall be paid in connection with this Agreement or the transaction described herein.

7. **Contingencies.** This Agreement is made contingent on the occurrence of all of the following:

- a) **Property Sold and Donated “As Is”** All parties agree that Property is being sold “as is”, with all faults including but not limited to damage from termites and other wood destroying organisms and lead-based paint and lead-based paint hazards. Seller shall have no obligation to make any repairs or replacements to Property.
- b) **Purchaser agrees to install and maintain a landscape buffer** along all public right of ways during construction of a new jail facility to provide instant screening of the facility after constructed.

8. **Closing and Options.** The Closing or settlement (“Closing”) of this transaction shall occur on or before **12/31/2021.**

This transaction shall be closed by the law firm of: **Atkinson and Ferguson, LLC**  
**118 Court Street**  
**Monroe, GA 30655**

8.1 At the Closing, the parties will execute and deliver all deeds and other documents necessary to consummate the transaction contemplated by this Agreement pursuant to the terms of this Agreement. The Closing shall occur in Georgia unless otherwise agreed between the parties.

8.2 No event of default due to non-payment of an extension payment shall be declared without five (5) days prior written notice from Seller that such payment has not been received.

9. **Costs and Prorations.**

9.1 At Closing, Purchaser shall pay all transfer taxes and all recording fees. Purchaser shall be responsible for all other closing costs incurred by Purchaser and Seller shall be responsible for all other closing costs incurred by Seller, including their respective attorney’s fees.

9.2 Ad valorem property taxes assessed against the Property for the year in which the Closing occurs and all other unpaid assessments shall be prorated as of the day of Closing. If the current year’s taxes and/or other applicable assessments have not been determined at the time of Closing, prorations shall be based upon the previous year’s taxes and/or assessments and Purchaser and Seller shall adjust between themselves any differences in the proration after the actual amount for the year of Closing has been determined.

9.3 At Closing, Purchaser shall provide to Seller acknowledgment and documentation

of the gift(s) of Property for income tax purposes as may be necessary or required.

10. **Title**. At Closing, Seller shall convey good, marketable, and insurable fee simple title to the Property to Purchaser by limited warranty deed, which shall be made subject only to the matters set forth below and matters approved or waived by Purchaser as provided below. The Property shall not be subject to any (a) mortgage, deed to secure debt, deed of trust, or other title exception or defect that is monetary in nature, and Seller hereby agrees to pay and satisfy of record any such title defects or exceptions prior to or at Closing at Seller's expense; or (b) any leases, rental agreements, or other rights of occupancy of any kind, whether written or oral. As to any other title exceptions or defects not covered by this Paragraph, such as easements or defective prior deeds, and as to matters of survey, Purchaser shall have until ten (10) days prior to Closing by which to examine title to the Property and deliver notice to Seller in writing of any objections that Purchaser may have. If Purchaser does notify Seller, Seller shall then have the right, but not the obligation, for a period of ten (10) days after receipt of such notice, to cure or satisfy such objections. If the objection is not so satisfied by Seller, Purchaser shall have the right (i) to set aside funds or pay from the proceeds of sale due Seller the amount necessary to cure or satisfy any objection or (ii) to terminate this Agreement, in which case any Earnest Money attributable to this Agreement under Paragraph 6 (Earnest Money) and 8 (Closing and Options) shall be returned to Purchaser, this Agreement shall terminate, and the parties shall be relieved of any further obligations hereunder. If Seller does so cure or satisfy the objection, this Agreement shall continue in effect. Purchaser shall have the right at any time to waive any objections that it may have had.
11. **Casualty and Condemnation**. If, after the date of execution of the Agreement and prior to Closing, Seller shall receive notice of the commencement of eminent domain or other like proceedings against the Property or any portion thereof, Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days of receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement in which event all Earnest Money paid under Paragraphs 6 (Earnest Money) and 8 (Closing and Options) shall be refunded to Purchaser and the parties shall be relieved of any further obligations hereunder; or (b) to close the transaction contemplated hereby in accordance with its terms, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to the Purchaser at Closing all condemnation proceeds and rights to additional condemnation proceeds, if any. If Purchaser elects to purchase after receipt of such notice, all actions taken by Seller with regard to such eminent domain proceedings, including, but not limited to, negotiations, litigations, settlement, appraisals and appeals, shall be subject to the approval of Purchaser, which approval shall not be unreasonably withheld. If Purchaser does not so notify Seller, Purchaser shall be deemed to have elected to close the transaction contemplated hereby.
12. **Brokers**. Seller is acting as principal in this transaction and is not represented by a real estate broker. Purchaser is acting as principal in this transaction and is not represented by a real estate broker.

13. **Notice.** Each notice required or permitted to be given hereunder must comply with the requirements of this Paragraph. Each such notice shall be in writing and shall be delivered either by personally delivering it or depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above. The time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered, or if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability of the United States Postal Service to deliver the notice because of a change of addresses or the party, of which no notice was given to the other party as provided below, shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth in the Basic Provisions pages of this Agreement. Such addresses may be changed by either party by giving notice of such change of address to the other party in writing in the manner prescribed by this Paragraph.
14. **Default and Remedies.** If this transaction does not close because of Purchaser's default, Seller shall retain any Earnest Money attributable to this Agreement under Paragraphs 6 (Earnest Money) and 8 (Closing and Options) as Seller's full and complete liquidated damages for such default. The parties hereby acknowledge and agree that the amount of Seller's actual damages in such circumstances would be difficult, if not impossible, to determine. If Seller defaults and the sale contemplated hereby does not close, Purchaser, at its election may: (a) avail itself of the equitable remedy of specific performance or (b) terminate this Agreement by written notice to Seller, whereupon any Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further obligations hereunder. In either event, Purchaser shall have the right to seek damages from the Seller by reason of default of Seller.
15. **Time of Essence.** Time is of the essence for this Agreement.
16. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and cannot be waived or amended except by written instrument executed by Purchaser and Seller. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and all other matters contained herein and constitutes the sole and entire agreement between the Seller and Purchaser with respect hereto.
17. **Possession.** Seller shall deliver actual possession of the Property at Closing.
18. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. Purchaser may assign this Agreement or any interest hereunder, in whole or in part, without the prior written consent of Seller.

19. **Surviving Provision.** Paragraphs 5 (Seller's Representations and Warranties), Section 7 (Contingencies), and 9 (Costs and Prorations) of this Agreement shall survive any Closing pursuant to this Agreement of, if applicable, any termination of this Agreement by either Party as a matter of right hereunder or a breach of this Agreement, notwithstanding any other provisions of this Agreement to the contrary. Except as set forth in this Paragraph or as otherwise expressly set forth herein, no provisions of this Agreement shall survive the Closing of this transaction or any termination of this Agreement.
20. **Applicable Law.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.
21. **Exhibits.** The exhibits and Basic Provisions referred to in and attached to this Agreement are incorporated herein in full by reference.
22. **Captions.** Titles or captions of Paragraphs or subparagraphs contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provisions hereof.
23. **Construction of Agreement.** Purchaser and Seller acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effects of all the provisions of this Agreement. Purchaser agrees to the enforcement of any and all of these provisions and executed this Agreement with full knowledge of these. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provisions shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document.
24. **Counterparts.** This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed and provided to the other party at least one (1) counterpart even though no one (1) counterpart contains the signature of all the parties.



**IN WITNESS WHEREOF**, the undersigned have set their hands and seals hereto as of this day and year indicated under their signature.

**PURCHASER:**

**Walton County**

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

Name: David G. Thompson

Title: Chairman, Walton County Board of Commissioners

Attested By: \_\_\_\_\_

Name: Rhonda Hawk

Title: Walton County Clerk

**Date Signed:** \_\_\_\_\_

**SELLER:**

**1125 East Church Street Property, LLC**

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

Name: **Michael Pettit**

Title: CFO

**Date Signed:** \_\_\_\_\_

## **Exhibit "A"**

### **TRACT ONE**

All that tract or parcel of land lying and being in Land Lots 71 and 72 of the 3<sup>rd</sup> District, Walton County, Georgia, containing 21.912 acres, more or less, as per plat recorded in Plat Book 94, Page 143, records of the Superior Court of Walton County, Georgia, which recorded plat is incorporated herein by reference and made a part of this description.

LESS AND EXCEPT all of the property described as 0.594 acres, more or less, on that Joint Tenancy With Survivorship Warranty Deed from Courtview Commons at Hammonds, LLC to Jaiwattie Naidoo and Ganesh Naidoo, as joint tenants with right of survivorship and not as tenants in common, dated February 15, 2006, filed February 17, 2006 and recorded in Deed Book 2405, Page 317, aforesaid records.

FURTHER LESS AND EXCEPT all of the property described as 1.18 acres, more or less, and being shown as Lots 11 and 12 on that Warranty Deed from Courtview Commons at Hammond, LLC to Hammond Street Exchange, LLC, dated May 15, 2007, filed May 21, 2007 and recorded in Deed Book 2726, Page 203, aforesaid records.

### **TRACT TWO**

All that tract or parcel of land lying and being in Land Lot 71 of the 3<sup>rd</sup> District, City of Monroe, Walton County, Georgia, being 1.18 acres more or less and being shown as Lots 11 and 12 on that Survey for Hammond Street Exchange by Brewer and Dudley, LLC, GRLS #28961, dated 03/06/2007 and being more particularly described as follows:

Beginning at the intersection of the centerline of Cherokee Avenue (40 foot right of way) and the centerline of Hammond Drive (40 foot right of way); thence North 25 degrees 28 minutes 13 seconds East for a distance of 34.62 feet to a point on the easterly right of way of Hammond Drive (40 foot right of way); thence leaving said right of way, North 80 degrees 34 minutes 27 seconds East for a distance of 10.00 feet to a point and The Point of Beginning.

From The Point of Beginning as thus established: thence North 10 degrees 01 minutes 08 seconds West for a distance of 63.82 feet to a point; thence North 10 degrees 08 minutes 51 seconds West for a distance of 92.78 feet to a point; thence North 10 degrees 15 minutes 47 seconds West for a distance of 61.29 feet to a point; thence North 34 degrees 44 minutes 54 seconds East for a distance of 14.14 feet to a point; thence North 79 degrees 45 minutes 25 seconds East for a distance of 215.75 feet to a point; thence South 09 degrees 25 minutes 43 seconds East for a distance of 231.09 feet to a point; thence South 80 degrees 34 minutes 27 seconds West for a distance of 222.87 feet to a point and The Point of Beginning.