

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2025 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Purchaser") and **JOHNIE H. ROBINSON, III and MELISSA NICOLE BARTON** (collectively, "Seller").

BACKGROUND:

Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the following described improved tract or parcel of land. In connection therewith, the parties desire to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. The Property. The property which is the subject of this Agreement is comprised of the following:

1.1 All that certain lot, tract or parcel of improved real property in Walton County, Georgia, containing approximately 1.773 acres and being a portion of Tax Parcel C0760047, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein together with all trees, shrubbery, and plants located thereon, together with all easements, rights of way, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of such land, including, without limitation, all right and title (if any) to all land underlying roadways adjacent to such land, and all mineral and other subsurface rights and all access, drainage, utility, signage, landscape and other easements inuring to the benefit of said land (collectively, the "Land"). The Land is a portion of a 6.99 acre parcel of land owned by Seller, being Tax Parcel C0760047 (the "Overall Parcel");

1.2 All buildings, structures, and other improvements of any and every nature located on the Land (if any), and all fixtures attached or affixed thereto or other improvements, all refrigerating, heating, ventilating and air conditioning apparatus and equipment, pipes, wires and plumbing located on the Land (collectively, the "Improvements");

The Land and the Improvements are hereinafter collectively referred to as the "Property".

Section 2. Purchase Price. The purchase price for the Property shall be Two Hundred Seventy Thousand and No/100ths Dollars (\$270,000.00) (the "Purchase Price"). On the Closing Date (hereinafter defined), Purchaser shall pay the Purchase Price to the Seller in cash or other immediately available funds.

Section 3. Earnest Money.

3.1 **Earnest Money.** Within five (5) business days of the Effective Date, Purchaser shall deposit in escrow with Atkinson Ferguson, LLC, 118 Court Street, Monroe, Georgia 30655 (the "Escrow Agent") the sum of One Thousand and No/100 Dollars (\$1,000.00), said sum, together with any interest earned thereon, shall herein be referred to as the "Earnest Money". Escrow Agent shall deposit the Earnest Money in a IOLTA/trust account and shall disburse or apply the Earnest Money as provided in this Agreement.

3.2 Independent Consideration. Contemporaneous with Purchaser's execution and delivery of this Agreement, Purchaser has delivered to Seller and Seller hereby acknowledges the receipt of \$10.00 (the "Independent Consideration"), which amount the parties bargained for and agreed as consideration for Purchaser's right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement, is nonrefundable, and is fully earned and shall be retained by Seller notwithstanding any other provision of this Agreement

Section 4. Survey. Purchaser may cause to be prepared and completed, at Purchaser's expense, a survey of the Property (the "Survey") by a surveyor registered under the laws of the State of Georgia, which Survey shall be prepared in accordance with the minimum requirements of the State of Georgia. Purchaser shall deliver a copy of such Survey and a legally sufficient description of the metes and bounds of the Property based upon such survey to Seller for Seller's information. Such Survey shall then become a part of this Agreement without necessity of any further action by either of the parties hereto and shall replace and supercede the description of the Land attached hereto as Exhibit "A". Such Survey shall either serve as a subdivision plat or the basis of a subdivision plat for the subdivision of the Property from the Overall Parcel. The legal description of the Property appearing in the Limited Warranty Deed used to consummate this sale shall be drawn in conformity with the Survey obtained by Purchaser pursuant to this Section.

Section 5. Title.

5.1 Title Objections. Promptly following the Effective Date, Purchaser may obtain, from a title insurance company selected by Purchaser, a current title commitment for an owner's title insurance policy with such endorsements as Purchaser may deem necessary (the "Title Commitment"). On or before expiration of the Inspection Period (such period herein referred to as the "Objection Period"), Purchaser or Purchaser's attorney shall deliver to Seller and/or Seller's attorney, written notice of Purchaser's objections (the "Title Objections") to any survey matters, and to any liens, encumbrances or other title exceptions revealed by the Title Commitment other than liens for ad valorem taxes not yet due and payable (collectively the "Permitted Exceptions"). If Purchaser does not deliver any such objection notice within the Objection Period, Purchaser shall be deemed to have waived its right to object to any liens, encumbrances or other title exceptions appearing on such Commitment or Survey (and the same shall not constitute Title Objections and shall be deemed Permitted Exceptions).

5.2 Seller's Response Notice. Seller shall have five (5) days from receipt of Purchaser's Title Objections to provide Purchaser with written notice ("Seller's Response Notice") setting forth what Title Objections, if any, Seller shall cure. In the event Seller's Response Notice notifies Purchaser that Seller is unable or unwilling to cure some or any of such Title Objections, then Purchaser shall have the following options: if such defects or objections shall arise for any reason, (1) Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller, whereupon Escrow Agent shall immediately return to Purchaser the Earnest Money and this Agreement shall terminate, and except as expressly provided to the contrary in this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement, or (2) Purchaser shall have the right to accept title to the Property subject to such Title Objection with no reduction in the Purchase Price. In the event Purchaser fails to notify Seller of Purchaser's elected option from the foregoing within five (5) days following receipt of Seller's Response Notice, then Purchaser shall be deemed to have elected to close the transaction contemplated hereunder, subject to such Title Objections without any reduction of the Purchase Price. Notwithstanding the foregoing, Seller shall be obligated to remove or bond over to the satisfaction of the Title Company all security deeds, security interests or mortgages, mechanics' liens and all judgment liens affecting the Property, which were caused, directly or indirectly, or created by Seller.

Section 6. **Inspection Period.**

6.1 **Inspection.** Purchaser's obligations under this Agreement are expressly subject to and conditioned upon Purchaser's determination, in its sole discretion, on or before 5:00p.m. eastern on that date which is ninety (90) days following the Effective Date, that the Property, and its proposed acquisition, ownership, operation and use are satisfactory to Purchaser in its sole and absolute discretion (such period herein the "**Inspection Period**"). Such due diligence by Purchaser may include, without limitation, an appraisal, geotechnical and environmental inspections, surveys, title examinations and inspections of any Improvements.

6.2 **Termination.** In the event Purchaser determines in its sole and absolute discretion, prior to the Inspection Date, not to proceed with the purchase of the Property (for any reason or for no reason) then Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of termination and, subject to any provisions of this Agreement which expressly survive the termination of this Agreement, (i) all further rights and obligations of the parties under this Agreement shall terminate, and (ii) Escrow Agent shall immediately return the Earnest Money to Purchaser. If, prior to the Inspection Date, Purchaser fails to provide written notice to the Seller of Purchaser's termination of this Agreement, then upon expiration of the Inspection Period, the Earnest Money shall remain applicable to the Purchase Price and (a) the Earnest Money shall be nonrefundable but for Seller's default hereunder or as otherwise expressly set forth herein.

6.3 **Submission of Reports.** In order to aid Purchaser in its evaluation of the Property, within three (3) days following the Effective Date, Seller shall deliver to Purchaser, correct and complete copies of all documents in Seller's possession relating to the Property, including, without limitation, the following: all title policies, commitments and examinations, soils reports and hazardous materials reports, surveys of the Property, all utility bills for the 12 months preceding the Effective Date, and architectural and engineering reports and plans.

Section 7. **Access.** From and after the Effective Date and throughout the term of this Agreement, Purchaser shall have the right and privilege of going upon the Property during normal business hours with Purchaser's agents, representatives, or designees to inspect, examine, survey, and make test borings, soil bearing tests, pest inspections, roof inspections, and perform a Phase I Environmental Assessment and any other soil, engineering, or any other type of tests or surveys which Purchaser may deem necessary.

Section 8. **Closing.** The purchase and sale of the Property (the "**Closing**") shall be at the offices of Escrow Agent via escrowed funds and fully executed documents on or before that date which is thirty (30) days following the expiration of the Inspection Period (the "**Closing Date**").

8.1 **Closing Procedure.** The Closing shall occur through an escrow with the Escrow Agent on terms acceptable to the parties and customary for similar closings in the State of Georgia, it being understood that neither Purchaser nor Seller nor their respective counsel need be physically present at the Closing so long as (i) all documents described in Section 8 or elsewhere herein that are required to be delivered at Closing are fully executed, delivered in escrow and available on the date of Closing, (ii) any authorized signatory of the affected party is available either in person or by telephone and email at Closing, and (iii) all necessary Closing funds have been wire transferred to the Escrow Agent on or prior to Closing. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all terms and conditions of this Agreement:

- (a) *Purchaser's Closing Deliveries.* On or before the Closing Date, Purchaser shall execute, deliver and provide to Escrow Agent the following:

(i) *Purchase Price.* The Purchase Price in immediately available funds, less a credit for any portion of the Earnest Money designated as applicable to the Purchase Price.

(ii) *Additional Documents.* Any additional documents as may be reasonably required by Escrow Agent to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement.

(b) *Seller's Closing Deliveries.* On or before the Closing Date, Seller shall execute, deliver and provide to Escrow Agent the following:

(i) *Limited Warranty Deed.* A limited warranty deed in recordable form executed and acknowledged by Seller conveying fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) *Reserved.*

(iii) *Additional Documents.* Any additional documents as may be reasonably required by Purchaser's counsel to carry out the terms, covenants, conditions and intent of this Agreement including, without limitation, a closing statement, owner's affidavit (as to matters of title in form acceptable to Purchaser and Escrow Agent), foreign investment in real property affidavit (FIRPTA), affidavit of residency, lien satisfactions/releases and such other instruments as Purchaser or Escrow Agent may reasonably require in order to properly vest good title in Purchaser as to the Property.

(iv) *Possession.* Seller shall deliver possession of the Property to Purchaser, subject only to those claiming by, through or under the Permitted Exceptions, together with all keys and combinations to the Property and Improvements thereon.

8.2 Closing Costs. Seller shall pay all costs of: (i) Seller's attorney's fees, if any, and (ii) all corrective and release instruments. Purchaser shall pay all costs of: (a) title examination and related charges, (b) Survey, (c) all costs for Purchaser's inspections, (d) Purchaser's attorney's fees, (e) recording costs, (f) Georgia transfer tax (if applicable), and (g) all other closing costs incurred by Purchaser.

8.3 Taxes. All ad valorem property taxes (real and personal) or any other assessments affecting the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller, as of the Closing Date, with Purchaser receiving a credit for Seller's share of such taxes and assessments. In the event that the bill for ad valorem taxes is not available at the time of the Closing, the proration shall be based upon the tax bill for the immediately preceding year. Seller shall be obligated to pay, at Closing, any past due or delinquent taxes applicable to the Property (real and personal) for any periods prior to the year of Closing.

Section 9. **Notice.** Unless otherwise provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth next to each party's signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by e-mail, with written confirmation by a nationally recognized overnight courier sent no later than the two (2) business days following the email, in which case notice shall be deemed delivered upon the date of the email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by e-mail or personal delivery and delivered after 5:00 p.m. central time shall be deemed received on the next business day. A party's address may be changed by written

notice to the other party; provided, however, that no notice of a change of address or e-mail address shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Any notice to any party may be given by such party's counsel.

Section 10. Representations and Warranties of Seller. Seller covenants, represents and warrants to Purchaser as follows:

10.1 As of the Effective Date and at Closing, Seller shall have good, marketable and insurable fee simple title to the Property subject only to the Permitted Exceptions, and Seller agrees to convey the Property as provided herein.

10.2 Seller has the right, power and authority to enter into this Agreement and to consummate the sale in accordance with the terms and conditions hereof, Seller is of majority age and competent to execute, deliver and perform this Agreement, and shall give such evidence thereof as may be reasonably required by Escrow Agent.

10.3 The Property is not subject to any leases or claims of parties in possession. At the time of Closing, the Property will be free of any leases, tenants, occupants, liens, security interests, encumbrances or other restrictions except for the Permitted Exceptions.

10.4 Seller shall not subsequently sell, assign, rent, lease, convey (absolutely or as security), grant a security interest in, or otherwise encumber or dispose of, the Property (or any part thereof or any interest or estate therein), or consent to any of the foregoing, or enter into, apply for or consent to any zoning, land use, or development restriction relating to the Property or any part thereof except as approved in writing by Purchaser, such approval to be granted or withheld in Purchaser's sole and absolute discretion.

10.5 To the best of Seller's knowledge, no areas on the Property exist where hazardous substances or waste have been generated, disposed of, released or found, and Seller has no knowledge of the existence of any areas for the storage or disposal of any hazardous substance or waste on the Property. Seller has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Seller has no knowledge of any such violations. To the best of Seller's knowledge, there are no storage tanks located on the Property, either above or below ground, and the Property previously has not been used as a landfill or as a dump for garbage or refuse.

10.6 No person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or any part thereof, and, with the exception of this Agreement, there is no agreement of any kind or nature affecting the Property. Seller shall not remove, nor permit the removal, of any timber from the Property.

10.7 Seller covenants and agrees that Seller will not cause any action to be taken which would cause any of the foregoing representations or warranties to be untrue as of the Closing Date.

Section 11. Operations, Casualty and Condemnation.

11.1 Ongoing Operations. From the Effective Date through and including the Closing Date, Seller agrees to operate and maintain the Property in the normal course of business, and shall maintain the Improvements in good condition and repair, subject to ordinary wear and tear.

11.2 Utilities. Utilities, including water, sewer, electric, and gas, based upon the last reading of meters prior to the Closing shall be prorated. Seller shall pay at Closing the bills therefore for the Closing Date and the period to the day preceding the Closing, and Purchaser shall pay the bills therefore for the period subsequent thereto.

11.3 New Contracts. So long as this Agreement remains in force, Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing Date without the Purchaser's prior written consent (which may be withheld in Purchaser's sole and absolute discretion).

11.4 Insurance. So long as this Agreement remains in force, Seller shall maintain in full force and effect the liability and casualty insurance policies currently in effect with respect to the Property, or policies providing similar coverage, subject to customary exceptions at the time of renewal or issuance, and shall deliver to Purchaser, upon request, reasonable evidence of same, including certificate of said insurance.

11.5 Casualty. Risk of material loss to the Property due to fire, flood or any other cause before the Closing, shall remain with Seller. If before the Closing the Property or any portion thereof shall be materially damaged, then Purchaser may terminate this Agreement by written notice to Seller given within ten (10) days after Seller delivers written notice to Purchaser of the damage, and all further rights and obligations of the parties under this Agreement shall terminate. If the Closing Date is within the aforesaid ten (10) day period, then Closing shall be extended to the next business day following the end of said ten (10) day period. If no such election is made, and in any event if the damage is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein shall be effected with no further adjustment, and upon the Closing, Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may thereafter be made for such damage or destruction giving Purchaser a credit at Closing for any deductible under such policies. For the purposes of this Section, the phrases "material damage" and "materially damaged" mean damage reasonably exceeding \$50,000.00.

11.6 Notice of Casualty. Seller shall notify Purchaser in writing immediately upon Seller's receiving written notice or obtaining actual knowledge of the occurrence or existence of any damage or destruction affecting the Property and provide to Purchaser any information as is in Seller's possession in order to aid Purchaser in making, on an informed basis, the election between the alternatives provided in Section 11.5 above.

Section 12. Assignment. Purchaser may not assign this Agreement without Seller's prior approval, not to be unreasonably withheld.

Section 13. Brokerage.

13.1 No Brokers. Purchaser and Seller represent to each other that neither party has engaged or used a real estate broker in connection with this transaction. If any claim is made for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the Closing or any termination of this Agreement.

Section 14. Default.

14.1 Purchaser's Default. If the transaction contemplated herein is not consummated because of a default of Purchaser under the terms of this Agreement, Seller shall be entitled to the Earnest Money as liquidated damages and in full settlement of any claims or damages. It is hereby agreed that,

without resale, Seller's damages may be difficult to ascertain and that the applicable portion of the Earnest Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

14.2 Seller's Default. If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money shall be refunded to Purchaser by Escrow Agent upon demand, without prejudice to any other rights or remedies of Purchaser at law or in equity, including without limitation, the right to seek specific performance of this Agreement. The provisions of this Section 14.2 shall survive the termination hereof.

Section 15. General Provisions.

15.1 Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. eastern of the last day of the period. Should any period of time specified herein end on a Saturday, Sunday or legal holiday, the period of time shall automatically be extended to 5:00 p.m. eastern of the next full business day. All periods of time shall be based on calendar days.

15.2 Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

15.3 Entire Agreement; Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of each of the parties to this Agreement.

15.4 Captions. All captions, headings, Section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

15.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.6 Survival of Provisions. Unless otherwise expressly set forth herein, all covenants, warranties and agreements set forth in this Agreement shall survive.

15.7 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Section 16. Escrow Agent. The parties hereto agree that Escrow Agent shall hold the Earnest Money in escrow in accordance with the terms hereof; provided, however, that Escrow Agent shall not be liable in any way to Seller or Purchaser for any action taken in good faith pursuant to the terms hereof, and further provided that Seller and Purchaser shall hold Escrow Agent harmless from and against all costs, penalties, expenses, liabilities and charges, including reasonable attorney's fees incurred by Escrow Agent or imposed upon him in connection with any proceeding in which he may become a party, or in which he

may become involved by reason of his holding the Earnest Money except in such cases in which Escrow Agent is found by a court or law to have been guilty of bad faith in executing the terms hereof, and provided further that in the event of controversy concerning the delivery of the Earnest Money pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money to the Superior Court of Walton County, Georgia and Escrow Agent shall thereafter be discharged from all responsibilities as Escrow Agent under this Agreement. Notwithstanding its duties as escrow agent, Escrow Agent named herein shall have the right to represent the Purchaser in connection with this Agreement, including, without limitation, the right to represent the Purchaser in any litigation arising in connection herewith.

Section 17. **Reserved.**

Section 18. **Offer; BOC Approval.** This Agreement shall constitute an offer by Purchaser to Seller open for acceptance by Seller until 5:00 P.M. EST on the ____ day of _____, 2025, by which time two (2) unaltered PDF counterparts of this Agreement duly executed by Seller, must have been actually received by Purchaser. If such written acceptance is not so received, this Agreement, unless the period for acceptance is extended in writing by Purchaser, shall be deemed withdrawn and of no further force and effect. Further, Purchaser's obligations under this Agreement are expressly subject to and conditioned upon formal approval of this Agreement by the Board of Commissioners of Walton County, Georgia at a duly called meeting.

Section 19. **Additional Matters.**

- 19.1 Reserved.
- 19.2 Reserved.
- 19.3 Reserved.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement.

Address of Purchaser for notices:

Walton County, Georgia
Attn: County Manager
111 S. Broad Street
Monroe, Georgia 30655
Email: john.ward@co.walton.ga.us

With a copy to:

Charles M. Ferguson, Jr., Esq.
Atkinson Ferguson, LLC
118 Court Street
Monroe, Georgia 30655
Email: cferguson@atkinsonferguson.com

PURCHASER:

WATLON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Board of Commissioners of Walton County, Georgia

By: _____
David Thompson
Chairman

Attest: _____
Rhonda Hawk
County Clerk

[COUNTY SEAL]

Date: _____, 2025

Address of Seller for notices:

c/o Johnie H. Robinson, III
2189 Monroe Jersey Road SE
Monroe, Georgia 30655
Email:

SELLER:

_____(Seal)
JOHNIE H. ROBINSON, III

_____(Seal)
MELISSA NICOLE BARTON

Date _____, 2025

Exhibit "A"

Legal Description of Property