REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made this day of ______, 2025 (the "Effective Date") by and between the WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Purchaser") and DAB PROPERTIES, LLC, a Georgia limited liability company ("Seller").

Background:

As part of certain right-of-way improvements at Sardis Church Road and H.D. Atha Road (collectively, the "ROW Project") being performed by the County, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the following described 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 the mutual covenants, promises and agreement contained herein and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

- **Section 1.** Purchase Price. In accordance with the terms and conditions of this Agreement, Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Purchaser, the Property and Easements (hereinafter defined). The purchase price for said Property and Easements shall be Thirteen Thousand Two Hundred Ninety-Six and 00/100ths Dollars (\$13,296.00) (the "Purchase Price"). On the Closing Date (as hereinafter defined), Purchaser will pay the Purchase Price to the Seller in cash or other immediately available funds.
- **Section 2. Earnest Money**. Within five (5) days of the Effective Date, Purchaser shall deposit in escrow with Charles M. Ferguson, Jr., Esq., Atkinson Ferguson, LLC, 118 Court Street, Monroe, Georgia 30655 (the "Escrow Agent") the sum of One Hundred and No/100 Dollars (\$100.00) (the "Earnest Money"). All Earnest Money shall be applied against the Purchase Price to be paid at the Closing. If the transaction contemplated herein is not closed, Escrow Agent shall refund the Earnest Money to Purchaser less the sum of \$10.00 paid to Seller in consideration of Seller's execution of this Agreement.
- Section 3. Property. At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser in fee simple the following described tracts of land situated in Walton County, Georgia, 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 (herein collectively referred to as the "Property") to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 43, 4th Land District, Walton County, Georgia and being shown as "R/W Dedication (Variable Width)", containing 0.209 acres (9,093 sq. ft.) on that certain plat of survey prepared for Walton County by Precision Planning, Inc., dated 11/27/2024, which plat is attached hereto as Exhibit "A" and incorporated herein by reference for a more complete description of the Property.

Section 4. <u>Easements.</u> At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser the following easements (all such easements described in this Section 4, collectively, the "<u>Easements</u>") over the following described tracts of land situated in Walton County, Georgia.

4.1 Drainage Easement.

4.1.1 Drainage Easement Land. At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser a permanent and perpetual easement for the purposes and uses hereinafter set forth (the "<u>Drainage Easement</u>"), over, under, through and across the following described tracts of land situated in Walton County, Georgia (herein collectively referred to as the "<u>Drainage Easement Land</u>") to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 43, 4th Land District, Walton County, Georgia and being shown as "20' Drainage Easement", containing 0.014 acres (605 sq. ft.) on that certain plat of survey prepared for Walton County by Precision Planning, Inc., dated 11/27/2024, which plat is attached hereto as Exhibit "A" and incorporated herein by reference for a more complete description of the Drainage Easement Land.

4.1.2 Purposes and Uses on Drainage Easement Land. The Drainage Easement over, under, through and across the Drainage Easement Land is granted to Purchaser for drainage, flow and discharge of surface and stormwater from the rights-of-way of Sardis Church Road and H.D. Atha Road.

4.2 Temporary Construction Easement.

4.2.1 *Temporary Easement Land*. At Closing (hereinafter defined), Seller shall grant, bargain, sell and convey unto Purchaser a temporary easement for the purposes and uses hereinafter set forth (the "Temporary Construction Easement"), over, under, through and across the following described tracts of land situated in Walton County, Georgia (herein collectively referred to as the "Temporary Easement Land") to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 43, 4th Land District, Walton County, Georgia and being shown as "Temporary Construction Easement (Variable Width)", containing 0.250 acres (10,896 sq. ft.) on that certain plat of survey prepared for Walton County by Precision Planning, Inc., dated 11/27/2024, which plat is attached hereto as Exhibit "A" and incorporated herein by reference for a more complete description of the Temporary Easement Land.

- 4.2.2 Purposes and Uses on Temporary Easement Land. The Temporary Construction Easement over, under, through and across the Temporary Easement Land is granted to Purchaser for the construction and installation of right-of-way and drainage improvements and slopes and swales in connection with the ROW Project. The Temporary Construction Easement shall terminate without further action by Seller or Purchaser on that date which is the earlier of: (i) completion of construction and installation of the ROW Project, or (ii) three (3) years following the date hereof.
- 4.3 <u>General Easement Provisions</u>. The Drainage Easement Land and Temporary Easement Land may herein be collectively referred to as the "<u>Easement Land</u>". The Easements shall be specifically referenced in all further conveyances of the Easement Land. The foregoing grant and conveyance of the Easements shall include, without limitation, the right of Purchaser to access the Easement Land and make reasonable inspections of the Easement Land.

Section 5. Survey. Purchaser has obtained, at Purchaser's expense, an accurate survey of the Property and Easements by a surveyor registered under the laws of the State of Georgia, which survey shows the number of acres contained in the Property and the Easements to the nearest one thousandth (1/1000th) of an acre (such survey, the "Survey"). The Survey is referenced in the descriptions of the Property and Easements in Sections 3 and 4 above, and such Survey is attached hereto as Exhibit "A" and incorporated herein by reference. The legal description of the Property and Easements appearing in the Warranty Deed and easement instrument used to consummate this sale shall be drawn in conformity with the Survey.

Section 6. Title and Seller Cooperation.

- Title. Purchaser shall have until Closing (hereinafter defined) to examine title to the 6.1 Property and Easement Land and to furnish Seller with a written statement of objections ("Objection"), if any, other than (i) liens for ad valorem taxes not yet due and payable; and (ii) such other matters as are approved by Purchaser (collectively the "Permitted Exceptions"). Should Purchaser fail to notify Seller of any such Objection to title to the Property and Easement Land prior to Closing, Purchaser shall be deemed to have waived such omitted Objections to title to the Property and Easement Land, existing as of the date for such notification. Seller shall make a good faith effort to attempt to cure any defects and objections so specified by Purchaser as provided above, and if such defects and objections are not satisfied by the Closing Date, 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 Seller 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 and Easement Land subject to such defect or obligation with no reduction in the Purchase Price; or (3) Purchaser shall have the right to cure or cause to be removed such Objection and any sum spent in satisfaction thereof shall be offset against the Purchase Price.
- 6.2 <u>Seller Cooperation</u>. Within ten (10) days after the Effective Date Seller shall furnish to Purchaser photocopies of all title policies, surveys and title exceptions applicable to the Property and Easement Land, together with copies of all documents, instruments, plats, surveys and/or reports relative to the Property and Easement Land, within Seller's possession. Further, if the Property and Easement Land are subject to a deed to secure debt or mortgage, Seller shall use its best efforts in communicating and timely obtaining (and facilitating Purchaser's communication and timely obtaining) from Seller's lender (or any other person and entity having a security deed or monetary lien against the Property or Easement Land) of the payoff amounts and releases in order to assure the Property and Easements are conveyed to Purchaser free and clear of such deeds to secure debt, mortgages and liens. It is expressly acknowledged and agreed that such payoff amounts and releases are a condition precedent to Closing (hereinafter defined), and Purchaser shall have the option of (i) extending the applicable Closing Date (hereinafter defined) in order to obtain such payoff amounts and releases, or (ii) terminating this Agreement and receiving a refund if the Earnest Money.

- Section 7. Access and Inspection. Purchaser shall have the right and privilege of going upon the Property and Easement Land during normal business hours with Purchaser's agents, representatives, or designees to inspect, examine, survey, and make test borings, soil bearing tests, and any other soil or engineering tests or surveys which Purchaser may deem necessary. Purchaser shall hold Seller harmless from and against any and all liens which arise as a result of Purchaser's activities on the Property and Easement Land and against any and all claims for damage to properties arising out of or as a result of the activities of Purchaser or of Purchaser's agents, representatives, or designees pursuant to the provisions of this Section.
- Section 8. Closing. The purchase and sale of the Property and grant of Easements (the "Closing") shall be at the offices of Purchaser's counsel, 118 Court Street, Monroe, Georgia 30655, on or before that date which is ninety (90) days following the Effective Date (the "Closing Date"). Notwithstanding the foregoing, Purchaser shall be entitled to three (3) thirty (30) day extensions of the Closing Date, if necessary to accommodate clearing matters of title or other issues related to the Property, by notification to that effect to Seller.
- 8.1 <u>Closing Procedure</u>. On the Closing Date, the Closing shall occur as follows, subject to satisfaction of all terms and conditions of this Agreement:
- 8.1.1 *Purchaser's Closing Deliveries*. On or before the Closing Date, Purchaser shall execute, deliver and provide to Purchaser's counsel the following:
 - (a) Purchase Price. The Purchase Price (payable to Seller as set forth in Section 1 hereof), less a credit for the Earnest Money.
 - (b) 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.
- 8.1.2 *Seller's Closing Deliveries*. On or before the Closing Date, Seller shall execute, deliver and provide to Purchaser's counsel the following:
 - (a) *Warranty Deed*. A general warranty deed executed and acknowledged by Seller conveying Seller's title to the Property, subject only to the Permitted Exceptions.
 - (b) Easement Agreement. An easement agreement executed and acknowledged by Seller granting the Easements, in such form as reasonably approved by Purchaser.
 - (c) 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, 1099 form, non-foreign status affidavit, reaffirmation of Seller representations and warranties, affidavit of residency, indebtedness cancellations/releases, and, if applicable, such corporate resolutions or consents to validly consummate the sale herein contemplated.
 - (d) *Possession*. Seller shall deliver exclusive possession of the Property to Purchaser free and clear of the rights or claims of possession of all parties, and subject only to the Permitted Exceptions.

- 8.2 <u>Closing Costs</u>. Seller shall pay all costs of Seller's attorney's fees (if any). Purchaser shall pay all costs of: (i) title examination and related charges, (ii) Survey, (iii) all recording charges, (iv) Purchaser's attorney's fees, and (iv) all other closing costs incurred by Purchaser.
- 8.3 <u>Taxes and Prorations</u>. All ad valorem property taxes affecting the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller, as of the Closing Date. 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. In the event that upon the availability of tax information for the calendar year of the Closing this proration has resulted in a malapportionment of ad valorem taxes, Seller and Purchaser agree to reprorate on a fair and equitable basis following receipt of the ad valorem tax bill for the year of Closing, with any deficiency being paid following written notice from the claiming party to the other. Seller shall be obligated to pay, at Closing (to be deducted from the Purchase Price), any past due or delinquent taxes applicable to the Property 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. <u>Casualty, Condemnation and Hazardous Waste</u>. If prior to the Closing, any material portion of the Property or Easement Land is (i) damaged or destroyed by fire or other casualty, (ii) subject to a bona fide threat of condemnation, or (iii) affected by any hazardous substance, Purchaser shall have the right, by giving Seller notice within ten (10) days after receipt of notice from Seller of such occurrence (with the Closing Date to be postponed, if necessary, to give both parties the benefit of the full ten (10) day period) to elect to: (i) terminate this Agreement, and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement), and all Earnest Money shall be returned to Purchaser; or (ii) close the sale contemplated herein Seller shall, at the Closing, assign, transfer and set over unto Purchaser all of Seller's right, title and interest in and to any insurance proceeds or any awards paid or payable for such damage, destruction or taking.
- **Section 11.** <u>Covenants and Warranties of Seller</u>. Seller covenants, represents and warrants to Purchaser as following:
- 11.1 At Closing, Seller shall have good, marketable and insurable title to the Property and Easement Land subject only to the Permitted Exceptions, and Seller agrees to convey the Property and Easements as provided herein. The Property and Easement Land are not subject to any leases nor to the claims of any tenants in possession.

- 11.2 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, each signatory of 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 Purchaser's counsel.
- 11.3 At the time of Closing, the Property and Easement Land will be free of any liens, security interests, encumbrances or other restrictions except for the Permitted Exceptions.
- 11.4 From the Effective Date through the Closing Date, 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 Easement Land (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 and Easement Land 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.
- 11.5 Seller has complied with all applicable environmental laws regulating hazardous, radioactive, toxic, carcinogenic and other undesirable materials. No areas on the Property and Easement Land 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 and Easement Land. There are no storage tanks located on the Property and Easement Land, either above or below ground, and the Property and Easement Land previously has not been used as a landfill or as a dump for garbage or refuse.
- 11.6 No person, firm or entity, except as set forth herein, has any rights in or to acquire the Property or Easement Land or any part thereof (including, without limitation, timber rights), and, with the exception of this Agreement, there is no agreement of any kind or nature affecting the Property and Easement Land. Seller shall not remove, nor permit the removal, of any timber from the Property and Easement Land.
- 11.7 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 12.** Assignment. Neither party shall be permitted to assign this Agreement without the other party's prior written consent.
- Section 13. <u>Brokerage</u>. Purchaser and Seller represent to each other that neither party has engaged or used a real estate broker in connection with this transaction. Seller shall indemnify and hold Purchaser harmless against all liability, loss, cost, damage and expense (including, without limitation, attorney's fees and costs of litigation) Purchaser shall suffer or incur because of any claim of any broker or agent, whether or not meritorious, for any fee, commission or other compensation with respect to the Closing contemplated herein. This provision shall survive the Closing or any termination of this Agreement.

Section 14. <u>Default.</u>

14.1 <u>Purchaser's Default</u>. 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 Earnest Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

I4.2 <u>Seller's Default</u>. 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.

Section 15. General Provisions.

- 15.1 <u>Time of Essence</u>. 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 <u>Governing Law</u>. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.
- 15.3 <u>Entire Agreement: Modification</u>. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and Easements and contains the sole and entire understanding between Seller and Purchaser with respect to the Property and Easements. 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 <u>Captions</u>. 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 <u>Counterparts</u>. 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 <u>Post-Closing</u>. Seller hereby acknowledges and agrees that, following Closing, Purchaser shall use or make disposition of all real property or easements acquired from Seller in any manner Purchaser deems to be the best advantage to Purchaser as determined in Purchaser's sole and absolute discretion. This Section shall survive Closing.
- 15.7 <u>Survival of Provisions</u>. All covenants, warranties and agreements set forth in this Agreement shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.
- 15.8 <u>Severability</u>. 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 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 Purchaser in connection with this Agreement, including, without limitation, the right to represent Purchaser in any litigation arising in connection herewith.

Section 17. 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 18. Special Stipulations.

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

Address of Seller for notices:	SELLER:
DAB Properties, LLC 550 Mountain Trail Menroe, G.A. 30655 Email: buddy rjohnson glattnet	DAB PROPERTIES, LLC, a Georgia limited liability company By:
Address of Purchaser for notices:	PURCHASER:
Walton County, Georgia Attn: County Manager 111 S. Broad Street Monroe, Georgia 30655 Email: john.ward@co.walton.ga.us	WATLON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through the Board of Commissioners of Walton County, Georgia
With a copy to:	By: David Thompson Chairman
Charles M. Ferguson, Jr., Esq. Atkinson Ferguson, LLC 118 Court Street Monroe, Georgia 30655 Email: cferguson@atkinsonferguson.com	Attest: Rhonda Hawk County Clerk
	[COUNTY SEAL]
	Date:, 2025

Exhibit "A"

[Survey attached]

