

**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT is made and entered into as of the 03/01/24 day of \_\_\_\_\_, 2024, by and between LEE MALCOM, EUGENE KELLY, JR., WINIFRED W VEREEN, and EARL KELLY WATSON (collectively "Seller") and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Purchaser").

**STATEMENT OF PURPOSE**

Seller is the owner of that certain real property located in the City of Monroe, Walton County, Georgia containing 0.430 acres, identified as tax parcel number M0230013, and more particularly described in Exhibit A attached hereto. Purchaser desires to purchase from Seller, and Seller desires to sell and convey to Purchaser such real property pursuant and subject to the terms and provisions of this Agreement.

**ARTICLE 1.**  
**DEFINITIONS AND MEANINGS**

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement with an initial capital letter or initial capital letters, shall have the meaning ascribed thereto by this Article 1:

"Agreement" means this Purchase and Sale Agreement, together with all exhibits attached hereto.

"Closing" means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Article 8.

"Closing Date" means on or before that date which is thirty (30) days following expiration of the Due Diligence Period.

"Due Diligence Period" means the period commencing on the Effective Date and ending forty-five (45) days thereafter.

"Earnest Money" has the meaning provided in Section 3.1.

"Effective Date" means the latter of the dates of execution of this Agreement by the last of either Seller or Purchaser, such date being inserted below the signatures of Purchaser and Seller. Such date shall be inserted in the preamble on page 1 of this Agreement.

"Escrow Agent" shall mean Atkinson Ferguson, LLC, Attn: Charles M. Ferguson, Jr., 118 Court Street, Monroe, Georgia 30655.

"Existing Survey" means that Survey prepared by Sims Surveying Co., certified by Kenneth C. Sims, Ga. R.L.S. No. 1783, dated May 5, 2005.

"Hazardous Substances" means petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial by-product, and chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCBs, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewerage, industrial process sludge and any other substance identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendment and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state or county legislation or ordinances applicable to the Property.

"Improvements" means all improvements located on the Land.

"Intangible Personal Property" means all intangible personal property owned by Seller and related to the Real Property, including, without limitation, the following: warranties, contract rights related to the construction, repair, operation, ownership or management of the Real Property, including, but not limited to: (a) the Permits, governmental approvals and licenses; and (b) to the extent assignable and transferable, all warranties of construction and materials relating to the Property.

"Land" means that tract or parcel of land more particularly described on Exhibit "A" attached hereto and all appurtenances thereto.

"Permits" means all legally transferable land use, environmental and other governmental permits pertaining to the ownership, repairs, maintenance and/or operation of the Property, to the extent the same are owned and held by the Seller and are legally assignable.

"Permitted Encumbrances" means the specific title exceptions described in Section 6.1 hereof.

"Property" means, collectively, the Real Property, the Tangible Personal Property and the Intangible Personal Property.

"Real Property" means, collectively, the Land and the Improvements.

"Tangible Personal Property" means all equipment, machinery, furniture, furnishings, supplies and other tangible personal property owned by the Seller, now or hereafter located in and used in connection with the operation, ownership or management of the Property, limited to the tangible personal property identified as "included" in Exhibit "B" attached hereto, and excluding any personal property not listed in Exhibit B hereto.

"Third Party Reports" means any appraisal, any permitted engineering or environmental study, survey and/or title report which Purchaser is entitled to obtain at its sole cost and expense in accordance of the terms of this Agreement.

**ARTICLE 2.**  
**GENERAL PROVISION**

2.1 Property to be Purchased. Subject to the terms of this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller.

**ARTICLE 3.**  
**EARNEST MONEY**

3.1 Deposit of Earnest Money. Earnest money shall not be required for this transaction.

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 \$100.00 (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.

**ARTICLE 4.**  
**PURCHASE PRICE**

4.1 Amount of Purchase Price. The total purchase price to be paid by Purchaser for the Property is Forty-Three Thousand and No/100 Dollars (\$43,000.00) ("Purchase Price").

4.2 How Purchase Price Paid. The Purchase Price shall be payable at Closing in immediately available funds.

**ARTICLE 5.**  
**INSPECTIONS**

5.1 Property Information. Within five (5) days following the Effective Date, Seller will provide Purchaser with copies of the information specified on Exhibit 5.1 attached hereto and incorporated herein (hereinafter referred to as the "Property Information").

5.2 Confidentiality. The Property Information and all other information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees and agents as confidential, and except as required by law will not be disclosed to anyone other than on a need-to-know basis. The confidentiality provisions of this Section 5.2 shall not apply to

any disclosures made by Purchaser as required by law, by court order, or in connection with any subpoena served upon Purchaser. The confidentiality provisions of this Section 5.2 shall survive the Closing or the earlier termination of this Agreement.

5.3 Inspections in General. So long as this Agreement remains in force, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making inspections at Purchaser's sole risk, cost and expense. Purchaser shall keep the results of any inspections or tests confidential except for necessary disclosures to Purchaser's lender and its attorneys and to Purchaser's attorneys, affiliates, employees and accountants or as required by law. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Purchaser relating to such inspection and its other due diligence shall be at the sole cost and expense of Purchaser. If any inspection or test disturbs the Property, Purchaser will restore the Property to the substantially the same condition as existed before the inspection or test. Purchaser shall defend and indemnify the Seller and hold Seller and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Purchaser's inspection of the Property as allowed herein (expressly excluding any matters which are merely discovered by reason of Purchaser's inspections). The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.

5.4 Termination During Due Diligence Period. If Purchaser determines, prior to expiration of the Due Diligence Period, not to proceed with the purchase of the Property for any reason or no reason in its sole discretion, then Purchaser shall have the right to terminate this Agreement by delivering to Seller written notice of termination before the expiration of the Due Diligence Period, and subject to any provisions of this Agreement which expressly survive the termination of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate.

## ARTICLE 6. TITLE AND SURVEY

6.1 Status of the Title. Subject to the terms and provisions of this Agreement, Purchaser shall accept the Property subject to the following (collectively, the "Permitted Encumbrances"):

- (a) Any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in this Article;
- (b) real property ad valorem taxes which are a lien but not yet due and payable; and

6.2 Title Review and Cure.

(a) Purchaser shall have the right to order at its own expense, an updated title commitment for an owner's policy of title insurance (the "Commitment"). Purchaser may obtain, at Purchaser's sole cost and expense, a survey of the Property or an update to the Existing Survey. On or prior to expiration of the Due Diligence Period, (the "Objection

Period"), Purchaser or Purchaser's attorneys shall deliver to the Seller and/or Seller's attorneys, 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 Commitment which do not constitute Permitted Encumbrances. If Purchaser or Purchaser's attorneys do 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 any and all matters that would be disclosed by a survey of the Property (and the same shall not constitute Title Objections and shall be deemed Permitted Encumbrances); provided, however, Purchaser shall have the right to object by delivery of written notice to the Seller and Seller's attorneys, on or prior to the earlier of (i) five (5) days after receipt of notice of a new exception or encumbrance (which is not a Permitted Encumbrance, and which was not revealed by the initial Commitment), and (ii) five (5) days prior to Closing, to any items that become of record after the date of the Commitment and which would not otherwise be a Permitted Encumbrance. Notwithstanding the foregoing, it is acknowledged that Purchaser is hereby deemed to have objected to any monetary liens revealed by the Commitment.

(b) Except as set forth in Section 6.2(c) below, it is expressly understood that in no event shall any Seller be required to bring any action or institute any proceeding, or to otherwise incur any costs or expenses in order to attempt to eliminate any Title Objections or to otherwise cause title in the Property to be in accordance with the terms of this Agreement on the Closing Date. In the event Seller notifies Purchaser (within 5 days of receipt of Title Objections) that Seller is unable or unwilling to cure any of such Title Objections ("Seller's Response Notice"), then Purchaser shall notify Seller of its intention to either terminate this Agreement, or proceed to Closing and accept title to the Property subject to such Title Objections remaining uncured by Seller, without any reduction of the Purchase Price or any liability or obligation on the part of Seller by reason of such Title Objections. In the event Purchaser fails to notify Seller of its intention to either terminate or close over such Title Objections within five (5) days of receipt of Seller's Response Notice, then Purchaser shall be deemed to have elected to close the transactions contemplated hereunder, subject to such Title Objections (without any reduction of the Purchase Price).

(c) 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 (collectively, "Monetary Liens").

(d) In no event shall any lien, encumbrance or other exception arising as a result of any act or omission of Purchaser, or anyone acting on behalf of Purchaser, be deemed a Title Objection.

## ARTICLE 7. OPERATIONS AND RISK OF LOSS

7.1 Ongoing Operations. So long as this Agreement remains in force, Seller shall carry on its business and activities relating to the Property, including management

and normal maintenance and repair and capital repairs of the Property, substantially in the same manner as it did before the Effective Date. Seller further agrees to reasonably cooperate with Purchaser after the Closing in transitioning operations at the Property, including as to accounting matters.

7.2 Performance under Service Contracts. So long as this Agreement remains in force, the Seller will perform all of its material obligations under the Service Contracts and other agreements that affect the Property.

7.3 New Contracts. After the Effective Date, Seller will not enter into any contract that will be an obligation affecting the Property subsequent to the Closing without the Purchaser's prior written consent, except contracts entered into in the ordinary course of business with independent third parties that are terminable without cause on 30-days' notice and without penalty or cancellation fee.

7.4 Termination of Service Contracts. Seller represents that there are no Service Contracts applicable to the Property.

7.5 Damage or Condemnation. Risk of any loss resulting from any condemnation or eminent domain proceeding which is commenced before the Closing, and risk of material loss to the Property due to fire, flood or any other cause before the Closing, shall remain with the Seller. If before the Closing the Property or any portion thereof shall be materially damaged, or if the Property or any portion thereof shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, 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 or taking, and, subject to the provisions of Section 13.5 of this Agreement, all further rights and obligations of the parties under this Agreement shall terminate and the Purchaser shall receive a refund of the Earnest Money. 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 this Agreement shall remain in full force and effect and the purchase contemplated herein, less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment, and upon the Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, and Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may have been or thereafter be made for such damage or destruction except for the rental loss or business interruption insurance proceeds applicable to the period prior to the Closing Date giving Purchaser a credit at Closing for any deductible under such policies and Seller shall provide its insurance company with written notice that Seller has assigned such proceeds to Purchaser pursuant to this Section 7.5 and cause said insurance company to acknowledge such assignment. For the purposes of this Section, the phrases "material damage" and "materially damaged" mean damage exceeding \$50,000.00 as reasonably determined by Seller and Purchaser acting in good faith.

7.6 Fixtures and Equipment. Seller shall not remove or permit the removal from the Property any fixtures, mechanical equipment or any other items included in the

Property except when replaced with items of equal or greater quality and except for the use and consumption of inventory, office and other supplies and spare parts, and the replacement of worn out, obsolete or defective, tools, equipment, appliances, in the ordinary course of business.

7.7 No Conveyances. During the term of this Agreement, Seller shall not transfer, convey, assign or encumber all or any portion of the Property.

7.8 Insurance. Throughout the term of this Agreement, Seller shall maintain all insurance policies relating to the Property as in effect as of the Effective Date.

## ARTICLE 8. CLOSING

8.1 Closing. Closing shall take place on or before the Closing Date, or such other date on which Seller and Purchaser may mutually agree, via escrow funds and fully executed documents. 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 Article 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 facsimile at Closing, and (iii) all necessary Closing funds have been wire transferred to the Escrow Agent on or prior to Closing. Notwithstanding the foregoing, Seller agrees to close the transaction as soon as Purchaser desires, as long as reasonable notice is provided.

8.2 Conditions to the Parties' Obligations to Close. Notwithstanding any other provision of this Agreement to the contrary, the obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transaction contemplated hereunder is contingent upon the following:

(a) Purchaser's obligation to close the transactions hereunder shall be subject to the satisfaction of the following conditions precedent, provided that Purchaser, at its election, upon written notice delivered to Seller at or prior to the Closing, may waive all or any of such conditions:

(i) Seller shall have executed and delivered to Purchaser all of the documents required of Seller under this Agreement.

(ii) Seller shall have performed all of their material covenants, agreements and obligations under this Agreement.

(iii) All of Seller's representations and warranties set forth in Article 10 of this Agreement shall be true and correct in all material respects on the Closing Date.

(b) Seller's obligation to close the transaction hereunder shall be subject to the satisfaction of the following conditions precedent, provided that Seller, at its election, upon written notice delivered to Purchaser at or prior to the Closing, may waive all or any of such conditions:

(i) Purchaser shall have executed and delivered to Seller all of the documents required of Purchaser under this Agreement.

(ii) Purchaser shall have performed all of its material covenants, agreements and obligations under this Agreement.

(iii) All of Purchaser's representations and warranties set forth in Article 10 of this Agreement shall be true and correct in all material respects on the Closing Date.

(iv) Escrow Agent shall hold the Purchase Price for distribution to Seller.

8.3 Seller's Deliveries in Escrow. On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

(a) Deed. A limited warranty deed (the "Deed") in the form of Exhibit "8.3(a)" attached hereto, executed and acknowledged by Seller, conveying Seller's fee simple title to the Land and Improvements, subject only to the Permitted Encumbrances.

(b) Warranties. A reaffirmation of Seller's representations and warranties set forth in Section 10.1 herein.

(c) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller, if required by law, and an affidavit of residence indicating that Seller is exempt from the withholding requirements of O.C.G.A. § 48-7-128.

(d) Additional Documents. Any additional documents that Escrow Agent may reasonably and customarily require, and in a form reasonably acceptable to Seller and its counsel, for the proper consummation of the transaction contemplated by this Agreement, including without limitation a Seller's affidavit.

8.4 Purchaser's Deliveries in Escrow. On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. The Purchase Price (payable as set forth in Article 4 hereof) plus or minus applicable prorations, deposited by Purchaser with the Escrow Agent.

(b) Additional Documents. Any additional documents that Escrow Agent may reasonably and customarily require for the proper consummation of the



transaction contemplated by this Agreement, including without limitation an affidavit regarding brokerage executed by Purchaser.

8.5 Closing Statements. At the Closing, Seller and Purchaser shall deposit with the Escrow Agent executed closing statements consistent with this Agreement.

8.6 Possession. The Seller shall deliver possession of the Property to Purchaser at the Closing, subject to the rights of the other parties under the Permitted Encumbrances, and Service Contracts.

8.7 Post-Closing Deliveries. None.

8.8 Costs. Each party shall pay the following costs:

(a) Purchaser shall pay the following: (i) any update to Existing Survey, (ii) title policy and endorsements, (iii) appraisals, engineering and other due diligence charges incurred by Purchaser, (iv) Escrow Agent's closing fee, (v) recording charges for Deed, and (vi) Purchaser's attorney's fees.

(b) Seller shall pay the following: (i) endorsements necessary to insure over encumbrances placed on the Property by Seller following the Effective Date, (ii) recording charges for removing Seller encumbrances, (iii) costs of any wire disbursements made on Seller's behalf, (iv) Seller's attorney's fees, and (v) appraisal charges incurred by Seller.

(c) Other - All other costs shall be borne as set forth herein, and if not so set forth then according to local custom.

## ARTICLE 9. PRORATIONS, CONTRACTS, DEPOSITS, AND COMMISSIONS

9.1 Prorations. The day of Closing shall belong to Purchaser and all prorations hereinafter provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date. In each such proration set forth below, the portion thereof applicable to periods beginning as of Closing shall be credited or charged to Purchaser and the portion thereof applicable to periods ending as of Closing shall be credited or charged to Seller.

(a) Taxes and Assessments. General real estate taxes and assessments imposed by governmental authority and any assessments imposed by private covenant constituting a lien or charge on the Property for the then current calendar year or other current tax period (collectively, "Taxes") shall be prorated in accordance with normal practices. In prorating taxes, the maximum discount which may be achieved by paying the taxes as soon as possible after Closing shall be assumed. If the Closing occurs prior to the receipt by Seller of the tax bill for the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the amount of the 2021 tax bill.

(b) Reserved.

(c) Reserved.

(d) Reserved.

9.2 Final Adjustment After Closing. In the event that final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 9.1 including Taxes, then Purchaser and Seller agrees to allocate such items on a fair and equitable basis as soon as invoices or bills are available, with final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice. Seller shall have reasonable access to, and the right to inspect and audit, Purchaser's books to confirm the final prorations. This Section 9.2 shall survive the Closing for 360 days.

9.3 Reserved.

9.4 Reserved.

9.5 Reserved.

9.6 Brokerage Commissions. Seller and Purchaser represent and warrant each to the other that it has not described this Agreement or the subject matter hereof and has not otherwise dealt with any real estate broker, sales person or finder 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. The provisions of this Section 9.6 shall survive Closing.

## ARTICLE 10. REPRESENTATIONS AND WARRANTIES

10.1 Seller's Representations and Warranties regarding Seller and Property. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that:

(a) Authority. 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 Escrow Agent.

(b) Conflicts and Pending Action. There is no agreement to which Seller is a party or to the best of Seller's knowledge binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against the Property, including condemnation

proceedings, or against the Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

(c) Reserved.

(d) Reserved.

(e) Violations. To Seller's actual knowledge, the Property and its use are not in violation of any applicable law, rule or regulation affecting the Property, including any applicable environmental law or regulation, building or zoning code or ordinance.

(f) Leases. There is no lease agreement to which Seller is a party or which is known to Seller related to the property and extending beyond the Closing Date.

(g) Environmental. To the best of Seller's knowledge, Seller has not received any written notice that the Property is in violation of any Environmental Law (hereinafter defined). For the purposes of this Section 10.1(f), "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended; any other analogous state or federal statute; and common law arising from the environmental conditions of the Property or the presence of Hazardous Substances, solid wastes, or any other pollutants or contamination the Property.

(h) No Prohibited Persons. Neither Seller nor, if applicable, any of its officers, directors, partners, members, affiliates or shareholders is a person or entity: (i) that is listed in the Annex to, or is otherwise subject to provisions of, Executive Order 13224 issued on September 24, 2001 ("E013224"); (ii) whose name appears on the United States Treasury Departments Office of Foreign Assets Control ("OFAC") the most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums, including, but not limited to the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>); (iii) who commits, threatens to commit or supports "terrorism" as that term is defined in E013224; or (iv) who is otherwise affiliated with any entity or person listed above.

All of the representations and warranties contained in Section 10.1 shall be true and correct in all material respects as of the Closing and shall survive the Closing for one hundred eighty (180) days following the Closing Date.

## ARTICLE 11. DEFAULT AND DAMAGES

11.1 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, if any, 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, if any, constitutes a reasonable liquidation thereof and is intended not as a penalty, but as liquidated damages.

11.2 Seller's Default. If the transaction contemplated herein is not consummated because of a default on the part of Seller, the Earnest Money, if any, 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 11.2 shall survive the termination hereof.

## ARTICLE 12. EARNEST MONEY PROVISIONS

The parties hereto agree that Escrow Agent shall hold the Earnest Money, if any, 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, if any, pursuant to this Agreement, Escrow Agent shall be entitled to turn over the Earnest Money, if any, 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.

## ARTICLE 13. MISCELLANEOUS

13.1 Parties Bound. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that (i) Purchaser may assign its rights hereunder to an affiliate of Purchaser or to an entity in which Purchaser, an affiliate of Purchaser or a principal of Purchaser has a direct or indirect proprietary interest without Seller's consent and (ii) Seller may assign to a qualified intermediary (within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended) to the extent Seller effects an Exchange, as defined in Section 13.16 hereof. No assignment shall relieve the assigning party from any liability hereunder, whether arising before or after such assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

13.2 Headings. The article and section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

13.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

13.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Property is located.

13.5 Survival. Unless otherwise expressly stated in this Agreement, none of the covenants, obligations, representations and agreements contained in this Agreement shall survive the Closing and the execution and delivery of the Deed required hereunder.

13.6 No Third Party Beneficiary. Except as otherwise expressly provided herein, this Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary or otherwise.

13.7 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

13.8 Time. Time is of the essence of this Agreement.

13.9 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including actual attorneys' fees, expended or incurred in connection therewith.

13.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth 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 facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, (c) sent by email, with written confirmation by a nationally recognized overnight courier sent the same day as the email, in which case notice shall be deemed delivered upon the day the email was sent, or (d) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by email, facsimile or personal delivery and delivered after 6:00 p.m. eastern standard 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 facsimile number 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. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice to any party may be given by such party's counsel.

PURCHASER:

Walton County, Georgia  
111 S. Broad Street  
Monroe, Georgia 30655  
Attn: Chairman David Thompson  
Telephone: (770) 267-1301  
Facsimile: (770) 267-1400  
Email: [davidg.thompson@co.walton.ga.us](mailto:davidg.thompson@co.walton.ga.us)

With a copy to:

Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655  
Attn: Charles M. Ferguson, Jr.  
Telephone: (770) 267-3000  
Email: [cferguson@atkinsonferguson.com](mailto:cferguson@atkinsonferguson.com)

SELLER:

Authentisign  
*Kathryn Lee P Malcom* 03/01/24  
Kathryn Lee P Malcom  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Authentisign  
*Winifred W Vereen* 03/01/24  
Winifred W Vereen  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Authentisign  
*Earl Kelly Watson* 03/01/24  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Authentisign  
*Eugene Kelly Jr* 03/01/24

13.11 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

13.12 Date of Performance. The expiration of any period of time prescribed in this Agreement shall occur at 6:00 p.m. EST 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 6:00 p.m. EST of the next full business day.

13.13 Procedure for Indemnity. The following provisions govern actions for indemnity under this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in such proceeding and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages, and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof, with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure of indemnitee to deliver written notice to the indemnitor within a reasonable time after indemnitee receives notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any other liability that it may have to any indemnitee. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

13.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by email or telephone facsimile counterparts of the signature pages.

13.15 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.16 1031 Exchange. Seller and/or Purchaser may effect a tax-free exchange (each, an "Exchange") in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, which Exchange will involve an exchange of another property or properties, and the Property so long as same does not postpone the Closing Date. Seller

and Purchaser agree to accommodate the other party by participating in the Exchange provided that (a) neither Purchaser nor Seller shall incur any cost, expense of liability in connection with the other party's Exchange, (b) Seller shall indemnify, defend and hold Purchaser harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with Seller's Exchange, (c) Purchaser shall indemnify, defend and hold Seller harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with Purchaser's Exchange, and (d) every Exchange is carried out in accordance with all applicable laws and all documentation concerning the Exchange shall be reasonably satisfactory in all respects to the other party and its respective attorneys, (e) the Exchange does not adversely affect the other party in any material respect, regarding the terms and conditions of the transaction, and (f) the Exchange does not have an adverse effect on title set forth in this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]



SELLER SIGNATURE PAGE TO  
PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN LEE MALCOM, EUGENE KELLY, JR.,  
WINIFRED W VEREEN, AND EARL KELLY WATSON  
AND  
WALTON COUNTY, GEORGIA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the  
day and year written below.

**SELLER:**

Authentisign  
*Kathryn Lee P Malcom* 03/01/24  
\_\_\_\_\_  
LEE MALCOM

Authentisign  
*Eugene Kelly Jr* 03/01/24  
\_\_\_\_\_  
EUGENE KELLY, JR.

Authentisign  
*Winifred W Vereen* 03/01/24  
\_\_\_\_\_  
WINIFRED W VEREEN

Authentisign  
*Earl Kelly Watson* 03/01/24  
\_\_\_\_\_  
EARL KELLY WATSON


Date: 03/01/24, 2024


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

PURCHASER SIGNATURE PAGE TO  
PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN LEE MALCOM, EUGENE KELLY, JR.,  
WINIFRED W VEREEN, AND EARL KELLY WATSON  
AND  
WALTON COUNTY, GEORGIA

**PURCHASER:**

**WALTON COUNTY, GEORGIA**, a political  
subdivision of the State of Georgia

By:   
David G. Thompson  
Chairman

Attest:   
Rhonda Hawk  
County Clerk

[COUNTY SEAL]

Date: March 26, 2024



Exhibit "A"

**Legal Description of Land**

All that tract or parcel of land lying and being in Land Lot 101 of the 3rd Land District, G.M.D.419, City of Monroe, Walton County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Intersection formed by the Southerly Right-of-Way of U.S. Highway 78 (R/W Varies) and the Easterly Right-of-Way of Southview Drive (R/W Varies); THENCE leaving said intersection, South 24 degrees 53 minutes 23 seconds West for a distance of 139.88 feet to a ½" Open Top Pipe Found on the aforesaid Right-of-Way of Southview Drive, said Point being the **POINT OF BEGINNING**.

THENCE from said Point as thus established and leaving said Right-of-Way, South 28 degrees 35 minutes 11 seconds East for a distance of 86.83 feet to a ½" Open Top Pipe Found; THENCE South 50 degrees 27 minutes 39 seconds West for a distance of 149.77 feet to a Point; THENCE North 35 degrees 56 minutes 51 seconds West for a distance of 142.10 feet to a Point on the aforesaid Right-of-Way of Southview Drive; THENCE continuing along said Right-of-Way the following three (3) courses and distances, North 51 degrees 11 minutes 04 seconds East for a distance of 68.66 feet to a Concrete Monument Found; THENCE South 84 degrees 21 minutes 50 seconds East for a distance of 77.71 feet to a Concrete Monument Found; THENCE North 51 degrees 27 minutes 24 seconds East for a distance of 33.94 feet to a ½" Open Top Pipe Found, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.430 Acres (18,749 Square Feet) as shown as Right-of-Way Acquisition on the Right-of-Way Acquisition Exhibit for Walton County, prepared by Precision Planning, Inc. (Job# T03170PSC), and dated 11/14/2023.

Said property is the same property shown on the survey entitled "Survey for The Katherine S. Phillips & Estate of Sara R. Kelly" dated May 5, 2005, prepared by Sims Surveying Co., certified by Kenneth C. Sims, Georgia Registered Land Surveyor No. 1783, recorded in Plat Book 97, Page 29, Walton County, Georgia records.



**Exhibit "B"**

**Tangible Personal Property**

None

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**Exhibit 5.1**

**Property Information**

- (a) The Title Policy;
  - (b) The Existing Survey;
  - (c) Environmental Reports on the Property in Seller's possession;
  - (d) Soil Reports/Geotechnical reports;
-

**Exhibit 8.3(a)**

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*(Above Reserved for Recording)*

**After recording, please return to:**

Charles M. Ferguson, Jr.  
Atkinson Ferguson, LLC  
118 Court Street  
Monroe, Georgia 30655

STATE OF GEORGIA  
COUNTY OF WALTON

**LIMITED WARRANTY DEED**

THIS INDENTURE is made effective on the \_\_\_\_ day of \_\_\_\_\_, 2021, by **LEE MALCOM, EUGENE KELLY, JR., WINIFRED W VEREEN, and EARL KELLY WATSON** (collectively "Grantor"), and **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia ("Grantee").

**WITNESSETH:**

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee, that certain real property lying in Walton County, Georgia being more fully described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "Property");

TO HAVE AND TO HOLD the Property unto Grantee forever in fee simple; subject only to those matters described in Section 6.1 of the Purchase and Sale Agreement executed by the parties for the Property (hereinafter the "Permitted Encumbrances") and Grantor shall warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor but against none other. "Grantor", "Grantors" and "Grantee" shall include their respective heirs, successors and assigns;

IN WITNESS WHEREOF, Grantor has executed this deed under seal as of the day and year first set forth above.

**GRANTOR:**

Signed sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Seal)

**LEE MALCOM**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Notary Public

**EUGENE KELLY, JR.**

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

[NOTARIAL SEAL]

**WINIFRED W VEREEN**

\_\_\_\_\_  
(Seal)

**EARL KELLY WATSON**

Exhibit "A"

**Legal Description of the Property**

All that tract or parcel of land lying and being in Land Lot 101 of the 3rd Land District, G.M.D.419, City of Monroe, Walton County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Intersection formed by the Southerly Right-of-Way of U.S. Highway 78 (R/W Varies) and the Easterly Right-of-Way of Southview Drive (R/W Varies); THENCE leaving said intersection, South 24 degrees 53 minutes 23 seconds West for a distance of 139.88 feet to a ½" Open Top Pipe Found on the aforesaid Right-of-Way of Southview Drive, said Point being the **POINT OF BEGINNING**.

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