



CITY OF KINGSLAND, GEORGIA
CITY COUNCIL
AGENDA • JUNE 8, 2026

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr., Mayor
Paul Chamberlin, Councilman
Farran Fullilove, Councilman
Kristy Chance, Councilwoman
Alex Blount, Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

1. Approve the Council Minutes of the last regular Council Meeting
2. Approve the Agenda as Presented
3. Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

1. Recognition of the Government Finance Officers Association Distinguished Budget Presentation Award received by the City of Kingsland for the Fiscal Year 2025-2026 Annual Budget, acknowledging excellence in budgeting, financial transparency, and fiscal management.

VI. PRESENTATION

1. Federal Disaster Loan Assistance Available to Businesses and Residents of Georgia affected by Wildfires that occurred April 20, 2026

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. NEW BUSINESS

1. Consideration of Bid Protest – RFP Procurement Process (Timeliness Determination)
Council is requested to consider a bid protest regarding a recent Request for Proposals (RFP)

that was submitted after the City's advertised proposal deadline of April 22, 2026. The City's Purchasing Ordinance requires that protests be filed prior to the deadline. The protest in this matter was received on April 29, 2026. Council is requested to determine that the protest was untimely and deny the protest on that basis.

2. Bid Award: Built-in Furniture and Storage Systems

The City requested proposals for built-in furniture and storage systems for the new Police Headquarters. This project is funded in the capital projects fund.

Staff recommends approval to Patterson Pope for a total bid award of \$120,549.94.

3. Nomination of Georgia Municipal Association Voting Delegate for the 2026 Annual Business Meeting

The 2026 Annual Business Meeting of the Georgia Municipal Association (GMA) will be held on Sunday, June 28, 2026, during the Annual GMA Convention. Each member city is entitled to one vote at the business meeting and must nominate one of its elected officials of the municipality to vote on behalf of the city.

4. Approval of: Alternative Claims Management Agreement

Renewal of an agreement with Alternative Claims Management, LLC. ACM specializes in nationwide recovery for fleet vehicles for not-at-fault accident claims. The ACM program is 100% performance-based and fees are paid as a percentage of recoveries. The total recoveries to-date paid to the city is \$22, 154.38.

Staff recommends approval.

5. Approval of: IGA for Camden County Public Service Authority for Recreation Operations and Programming

Consideration of approval of an Intergovernmental Agreement between Camden County, the City of Kingsland, the City of St Marys, and the Public Service Authority for the coordination of operation, programming, funding, and administration of recreation services.

Staff recommends approval.

6. Approval of: Police K-9 Roxy Retirement and Surplus Declaration

Consider acceptance of the retirement of Police K-9 Roxy due to medical reasons, declare the canine as surplus property, and authorize transfer as personal ownership to Sergeant Wilkerson.

Staff recommends approval.

7. Approval of: Purchase of PSA Surplus Tractor

Purchase of 2019 Massey Ferguson Tractor Model 47102019 from PSA surplus equipment for \$15,000.

Staff recommends purchasing the tractor for \$15,000.

8. Approval of: Conveyance of parcel K20 07 002 from the City of Kingsland to the Kingsland Development Authority.

Approval of the conveyance of Parcel K20 07 002 to the Kingsland Development Authority (KDA). As part of the conveyance process, a Quit Claim Deed (QCD) will be executed to eliminate any potential questions regarding ownership interests associated with the abandoned West Street right-of-way. Completion of the QCD will ensure the title record clearly reflects the abandonment and transfer.

Staff recommends approval.

9. Approval of: Quit Claim Deed of abandoned ROW to adjoining parcel K20 09 005.

Approval of a Quit Claim Deed conveying any remaining City interest in an abandoned portion of West Street adjacent to Parcel K20 09 005. The purpose of the conveyance is to formally confirm and document that the City no longer owns or has any interest in the abandoned right-of-way, thereby clarifying title to the adjoining property.

Staff recommends approval.

10. Approval of: Sales agreement and conveyance of parcel K08 01 003J from the City of Kingsland to the Kingsland Development Authority

Approval of the sales agreement and conveyance of Parcel K08 01 003J to the Kingsland Development Authority (KDA). Transfer of the property to the KDA will support future economic development and redevelopment opportunities consistent with the Authority's mission and the City's long-term growth objectives.

Staff recommends approval

11. Approval of: Sales agreement and conveyance of parcel K08 01 019A to the Kingsland Development Authority.

Approval of the sales agreement and conveyance of Parcel K08 01 019A to the Kingsland Development Authority (KDA).

Staff recommends approval.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Kingsland
Georgia**

For the Fiscal Year Beginning

October 01, 2025

Christopher P. Morill

Executive Director

FOR IMMEDIATE RELEASE

KINGSLAND, GEORGIA

City of Kingsland Receives National Recognition for Excellence in Budget Presentation

Government Finance Officers Association (GFOA) has awarded the City of Kingsland the prestigious Distinguished Budget Presentation Award for its Annual Budget for the fiscal year beginning October 1, 2025.

This award is the highest form of recognition in governmental budgeting and represents a significant achievement in transparency, accountability, and sound financial management.

The award recognizes budget documents that meet nationally recognized guidelines for effective policy communication, financial planning, operations, and public engagement. To earn the distinction, the City's budget was reviewed by an independent panel of budget professionals and was judged proficient in all four categories.

“This recognition reflects the City of Kingsland’s commitment to responsible financial stewardship and transparent budgeting practices,” said Lee H. Spell, City Manager. “We are especially proud of the outstanding work by our Finance Department and the leadership of Finance Director Filiz Morrow, whose dedication and professionalism made this achievement possible.”

In addition to the award, Filiz Morrow will receive a Certificate of Recognition from GFOA for her primary role in developing the award-winning budget document.

The Distinguished Budget Presentation Award is valid for one year. To maintain the designation, the City will continue to submit future budgets for review and evaluation.

The Government Finance Officers Association serves more than 25,000 government finance professionals throughout the United States and Canada and promotes excellence in public finance.

For more information about the Distinguished Budget Presentation Award, visit [GFOA](#).

Media Contact:

Lee H. Spell
City Manager, City of Kingsland
107 South Lee Street
Kingsland, Georgia 31548
(912) 729-5613
Lspell@kingslandgeorgia.com



Bid Tabulation
 Built- In Furniture and Storage Systems
 4/22/26

Description	Patterson and Pope
Armory RM 45 - Spacesaver UWR 1 will store 20 shot guns per unit. UWR 2 Pistol Storage 42 opening per unit.	\$ 20,584.67
Evidence RM 50 - Spacesaver HDMS . Storing evidence boxes	\$ 19,557.64
Evidence Storage - Spacesaver non pass through lockers.	\$ 14,267.52
General Storage RM 34 - Spacesaver 4 post static shelving	\$ 5,416.63
Narcotics RM - 52 Spacesaver, 42 boxes per unit. Hand gun storage RM - 51 Spacesaver - 96 per unit. Long gun storage - 23 boxes per unit	\$ 3,324.75
Flush mount gun lockers Spacesaver qty (2)	\$ 2,233.76
Hamilton Cabinets & upper unit	\$ 4,184.67
Locker room benches qty (6)	\$ 3,160.00
Installation & Services	\$ 33,379.91
Hallowell metal lockers - two tier lockers, two double prong hooks, louvers at top of door panel, built in combination locks	\$ 10,857.43
Hallowell Lockers Installation & Services	\$ 3,582.96
Total Bid Award	\$ 120,549.94

*RFP was advertised on the City of Kingsland Website.

Terms of Service ("TOS")

Parties: This Agreement is between Alternative Claims Management, LLC ("ACM") and the undersigned client ("Client").

Effective Date: _____

1. **Services and Recovery Share:** ACM will provide damage recovery services for vehicle-related losses, including loss of use, revenue, and value, in accordance with this Agreement. For services rendered, ACM will receive a performance-based Recovery Share as outlined in Exhibit A.
2. **Notice of Representation:** Exhibit B authorizes ACM to act on Client's behalf on claims submitted to ACM for damage recovery, with Client's approval required for settlements below original estimate costs.
3. **Claims Processing:** Parties agree to cooperate, provide necessary information, and facilitate timely access to decision-makers. Client submits eligible claims with supporting documents. Client certifies all information is accurate and complete. ACM reserves the right to reject claims for any reason, including conflicting submissions or legal disputes. ACM may close claims due to Client at-fault, legal proceedings, or disputes by the at-fault party.
4. **Debt Collection:** ACM is not a debt collector but can refer claims to licensed collectors upon Client's request.
5. **Term and Termination:** TOS are effective for three (3) years and renewed automatically in one (1) year increments, unless terminated. *Either party may terminate with written notice at any time, and for the avoidance of doubt, Client is not obligated to continue to send claims and may stop sending claims at any time.* ACM may complete full processing on any claims received from Client.
6. **Data Security and Compliance:** ACM will maintain security measures to protect Client's information and notify Client of any data breaches. ACM will comply with applicable laws.
7. **Leased Vehicles:** For leased vehicles, Client warrants authority to claim physical damage, diminution-of-value, and loss-of-use. Client agrees to promptly provide the lease agreement, lessor contact information, and any necessary authorizations. Client indemnifies ACM against authority-related losses or lease disputes.
8. **Relationship:** The Parties are independent contractors. This Agreement does not create an agency or joint venture.
9. **Indemnification and Limitation of Liability:** To the extent permitted by law, each Party indemnifies the other for losses resulting from their actions under this Agreement, except where caused by the other Party. Neither Party is liable for indirect, incidental, or consequential damages.
10. **Insurance:** ACM shall provide proof of the following insurance coverages upon Client's request and shall notify Client of any material changes, cancellations, or renewals during the term of the Agreement. ACM will maintain insurance coverages as specified with per claim/occurrence and in aggregate limits of:
 - a. Professional Liability: \$2,000,000.
 - b. Workers' Compensation: \$1,000,000.
 - c. Commercial General Liability: \$1,000,000.
 - d. Cyber Liability: \$3,000,000.
 - e. Automobile Liability (Any Auto): \$2,000,000 and \$10,000 for Personal Injury Protection (PIP).
11. **Entire Agreement:** This Agreement supersedes all prior agreements and may only be modified in writing by both Parties.
12. **Assignment:** Neither Party may assign this Agreement without the other's consent.
13. **Dispute Resolution:** Parties agree to resolve disputes informally before pursuing formal legal action.
14. **Governing Law:** This Agreement is governed by the laws of _____ (County, State).
15. **Anti-Discrimination:** ACM does not discriminate based on any legally protected characteristics.
16. **Waiver of Jury Trial:** Both Parties waive the right to a jury trial for disputes related to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ALTERNATIVE CLAIMS MANAGEMENT, LLC
1095 W Morse Blvd Suite 201, Winter Park, FL 32789
Creighton Blanchard
Vice President of Sales

Signature: _____

Client: _____

Address: _____

Name: _____

Title: _____

Signature: _____

EXHIBIT A: RECOVERY SHARE

ACM operates on a performance-based model, with no set-up, monthly, annual, or per-file fees. ACM deducts a "Recovery Share" from proceeds, contingent on successful recovery. Recovery may vary due to factors beyond ACM's control, such as policy limits, liability, or missing documents. As pay for performance, Client agrees to share recovery proceeds with ACM for both new and dormant claims. "New claims" have not been processed before. "Dormant claims" are past claims (older than 9 months) and may or may not have been processed for physical damage before.

Recovery line items may include the following. Recovery share to ACM is denoted below.

Item	New Claims to ACM	Dormant Claims to ACM
Physical Damage: Recovery based on the final repair invoice or shop estimate, less direct claim expenses (e.g., appraisals, vehicle reports, police reports, cc fees for deductibles).	0%	25%
Physical Damage (Photoscopes Only): Recovery from third-party appraiser estimates based on photographs, reducing downtime and labor.	25%	25%
Loss of Use: Rental value for a replacement vehicle during repairs.	50%	50%
Loss of Revenue: Lost income while the vehicle is out of service, based on the prior 90 days of income.		
Inherent Diminution of Value: Difference in the vehicle's Actual Cash Value (ACV) before and after repairs.		
Repair Related Diminution of Value: Difference between the actual repair invoice and an OEM-compliant estimate.		
Recovered Fees (Charged to Carrier): Administration or sanitation fees paid by the at-fault party's insurer.		
Total Loss (Amount Over Valuation): Difference between the ACV and valuation method (e.g., loan value, wholesale, or depreciated value).		
Other Property Damage: Recovery for non-vehicle property damages related to the event, such as signs, buildings, towing, storage.	10%	10%

NOTICE OF REPRESENTATION

To Whom It May Concern:

Alternative Claims Management, LLC ("ACM") has been engaged by the undersigned ("Client") as Client's agent to process and recover claims for damages caused by an at-fault third-party. This includes, but is not limited to, vehicle physical damage, loss of use, loss of revenue, repair downtime, diminution of value, administrative fees, and related property damage.

Client authorizes ACM to contact responsible parties, their agents, or insurers on their behalf to gather necessary information and pursue recoverable damages. ACM is authorized to represent, negotiate, and settle claims as directed by Client. ACM may sign and/or endorse related documents, drafts, or settlement checks when related to the claim.

This Notice of Representation applies to claims with dates of loss both prior to and after the date below.

Sincerely,

Client: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Paid Claim Report - All

As of 2026-05-14

Sub Office	Claim Line Item Type ↑
City of Kingsland GA Police Department	Administration Fee
	Appraisal Fee
	Credit Card Processing Fee
	Diminished Value
	Loss of Use
	Misc Fee
	Physical Damage
Subtotal	
Total	

Time

Number of Claims	Total Collected	Client Recovery
6	\$150.00	\$75.00
3	\$0.00	\$0.00
1	\$0.00	-\$27.96
2	\$373.13	\$186.57
6	\$29,289.72	\$14,644.86
2	\$5,752.10	\$2,876.05
1	\$5,866.48	\$4,399.86
6	\$41,431.43	\$22,154.38
6	\$41,431.43	\$22,154.38

STATE OF GEORGIA

COUNTY OF CAMDEN

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
CAMDEN COUNTY, GEORGIA
THE MUNICIPALITIES OF KINGSLAND, ST. MARYS,
AND
THE PUBLIC SERVICE AUTHORITY
FOR RECREATION OPERATIONS AND PROGRAMMING**

THIS AGREEMENT is made and entered this the ____ day of _____, 202__ by and between **CAMDEN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (the “County”), and the **CITY OF KINGSLAND**, the **CITY OF ST. MARYS**, municipal corporations of the State of Georgia (the “Municipalities”, individually and collectively) and the **PUBLIC SERVICE AUTHORITY** (the “PSA”).

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, since January 12, 1994, the PSA developed, operated and maintained a concept for a consolidated and comprehensive leisure program based on the unification of preexisting county and municipal programs; and

WHEREAS, such consolidation promotes economy, efficiency, conservation of natural resources, and greater protection of the environment for Camden County and the municipalities

within Camden County to join in the operation of a system for the provision of recreation services and thereby avoiding the duplication of operations and maintenance; and

WHEREAS, the County, Municipalities, and the PSA agree to continue to provide a single comprehensive recreation system under the direction of a single administrative unit, and desire mutual cooperation and better facilities for all.

NOW, THEREFORE, in consideration of the mutual promises and understanding made in this Agreement, and for other good and valuable consideration, the County, Municipalities, and the PSA consent and agree as follows:

Section 1. Representations and Mutual Covenants

(A) The County makes the following representations and warranties, which may be specially relied upon by all parties as a basis for entering this Agreement.

1. The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
2. The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
3. This Agreement is a valid, binding, and enforceable obligation of the County; and

(B) Each of the Municipalities makes the following representations and warranties, which may be specially relied upon by all parties as a basis for entering this Agreement.

1. Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
2. The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;

3. This Agreement is a valid, binding, and enforceable obligation of each Municipality;
4. Each Municipality is a qualified municipality as defined by O.C.G.A. § 48-8-110 (4); and
5. Each Municipality is located entirely within the geographic boundaries of the County.

(C) The Public Service Authority (“PSA”) is:

1. A body corporate and politic created pursuant to 1991 Ga. Laws, p. 4189, § 1 as an instrumentality of the State of Georgia and a public corporation thereof;
2. Has all requisite power and authority under the Constitution and laws of the State of Georgia to (a) adopt this Intergovernmental Agreement, (b) enter into and execute Contracts, and (c) to perform the transactions contemplated on its part by this Intergovernmental Agreement.

Section 2. Purpose

This agreement outlines the roles and responsibilities, and funding mechanisms for providing a consolidated effort for recreation operations and programming between the County, Municipalities, and the PSA.

Section 3. Term

The term of this Agreement shall be four (4) years, commencing upon the date of ratification by the final party to officially adopt and ratify this agreement. Public notice of the expiration of this Agreement shall be made by publication of one week’s duration in the legal organ of Camden County, Georgia, at least ninety (90) days prior to such

expiration. The Agreement may be renewed for an additional term upon the mutual written agreement of all parties. Any party wishing to renew must provide written notice of its intent to renew at least one hundred twenty (120) days prior to the expiration of the initial term. Renewal shall only be effective if all parties mutually agree in writing. If the parties do not mutually agree to renew this Agreement prior to the expiration of the initial term, the Agreement shall automatically extend for a period of six (6) months under the same terms and conditions herein, unless otherwise agreed to in writing by the parties.

Section 4. Responsibilities

(1) The responsibilities of the PSA shall be as follows;

Administration

(A) The PSA shall provide for all recreational programming as provided by “EXHIBIT A” (Georgia House Bill 1033).

The PSA, as ambassadors of recreation, will cultivate and encourage recreational and leisure activity needs for all citizens of Camden County.

Understanding market demands and inflation, the PSA will judiciously work to set reasonable registration and participation fees for all sports and recreational activities in an effort to greatly increase participation in youth sports for all children within Camden County.

(B) The PSA shall create and maintain policies and procedures necessary for the operation and programming for recreation consistent with the laws of Georgia.

- (C) The PSA shall ensure that its Executive Director hold or achieve the Certified Park and Recreation Professional Certification within one year of the signing of this Agreement.
- (D) The PSA shall provide all complaints received regarding recreation programming to the County and Municipalities for their review on a monthly basis. All complaints received by the PSA shall be dealt with swiftly and recorded within a report outlining all details regarding the complaint made. Complaints regarding any form of park maintenance or upkeep will immediately be referred to the responsible jurisdiction. Each jurisdiction shall appoint an point of contact and notify the PSA of the contact to receive complaints.
- (E) The PSA shall require its employees to serve the public in a courteous, helpful, and impartial manner. All PSA employees shall refrain from belligerent behavior and profanity when interacting with the public. Correction of any such behavior and language shall be the responsibility of the PSA.
- (F) The PSA shall conduct an annual meeting to include the County and Municipalities for the purpose of reviewing services, recommendations, and general feedback.
- (G) The PSA shall provide- an annual report of all recreational activities, programs, needs and concerns in recreation operations, programming, and facilities.

(H) The PSA shall be responsive to the concerns and needs of the community and shall support the County and Municipalities to ensure that the community's needs are met. The PSA shall study, review, and formulate solutions to alleviate problems concerning recreational activities. The PSA shall enlist the cooperation of community, religious, professional, civic, labor and business organizations and other identifiable groups within the county.

Financials

(I) The PSA shall provide a balanced proposed draft budget to the County and Municipalities. The proposed draft budget shall include funding for the administration, operation, maintenance of PSA facilities, programming, and capital improvements of PSA facilities as identified within Exhibit B.

(J) The financial and budgetary management responsibility of the operations and programming shall be vested in the PSA Board.

(K) In the event any increase or decrease in funding is required for the PSA to meet its obligations as defined within this Agreement, the PSA shall immediately notify the County and Municipalities of such need and include all supporting documentation for such need. Supporting documentation includes all quotes, change orders, maintenance records, agreements, budget amendments, or other related documents as necessary to inform the County and Municipalities of the need.

(L) The PSA shall maintain and account for said revenues and expenses in a specially designated accounting fund; specifically and in compliance with Georgia Law. Monthly reports of all activities of said funds shall be filed with the County and the Municipalities.

Operations

(M) The PSA shall provide for all staff, facilities, materials, equipment, contracts, and labor necessary to carry out, in good faith, the complete requirements of this Agreement.

(N) The PSA shall ensure that all PSA facilities are open to the public and free from any defects or safety concerns. The PSA shall ensure that all PSA facilities are clear of any debris or refuse that would cause unsightliness.

(O) The PSA shall pay and provide for all utilities including telephone, internet, electricity, gas, water, sewer, and any other utility necessary for the operation and maintenance of the PSA facilities included in this Agreement.

(P) The PSA shall provide janitorial and grounds maintenance services for the PSA facilities included in this Agreement. Grounds maintenance services include, but are not limited to, all mowing, edging, trimming, fertilizing, and irrigating or watering of all areas consisting of grass or ornamental plants; placement of mulch, straw or plants in landscaped beds, pruning, and other pest control for trees, shrubs, and plants including the removal of dead, poisonous or dangerous vegetation and trees.

(Q) Throughout the term of this Agreement, and as defined in Section 4(1)(L)(1), the PSA at its sole cost and expense, shall maintain, repair, keep in good operable condition, and replace as necessary all lighting, fencing, drainage facilities, sidewalks, heating, ventilation, and air conditioning (HVAC) systems, roof, foundations, footings, columns, exterior walls, and other structural components, parking and other paved or unpaved areas at the PSA facilities as identified in this Agreement.

(R) The PSA shall also keep all structures free from infestation by termites, rodents, and other pests and shall repair all damage caused to the facilities by the same during the term of this Agreement.

(S) The PSA shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed by the PSA, his agents, representatives, employees or subcontractors.

1. The PSA shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this Agreement, whether such operations be by the PSA or by any employee, subcontractor, or anyone directly or indirectly employed by the PSA. PSA shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, the County and Municipalities are added as an additional insured with respect to coverage. Such

insurance certificate shall indicate that the PSA insurance coverage is primary and not contributory with any similar insurance purchased by the County or Municipality. The PSA shall be solely responsible for all claims, damages, and liabilities arising from PSA:

- Recreation programming
- Operations
- Staffing
- Maintenance activities at PSA headquarters located at 1050 Wildcat Dr.

2. The County and Municipalities shall retain responsibility only for claims arising from their sole negligence related to premises ownership, operation, and maintenance responsibilities.
3. The PSA shall provide a waiver of subrogation in favor of the County and Municipalities.

(T) To the fullest extent permitted by Georgia Law, the PSA shall indemnify and hold harmless the County and Municipalities from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges and court costs arising out of or resulting from the work provided in this Agreement.

Programming

- (U) The PSA shall provide for all athletics programming including all scheduling, equipment, labor, coaches, referees, volunteers, concessions, agreements, policies, and other items necessary to provide youth athletics events for the County and Municipalities.
- (V) The PSA shall develop, maintain, and advertise a fee schedule for all athletics programming which shall include the following;
1. Cost per person, per sport
 2. Cost for apparel and equipment per person, per sport; if applicable
- (W) The PSA shall develop and advertise a schedule of each athletics program developed or offered by the PSA, which outlines practice and game times for each team and respective field of play.
- (X) The PSA shall be responsible for marketing and promotion of all recreation programs. The PSA shall develop policies and procedures for coaches, parents, and volunteers of all athletics programs.

(2) The responsibilities of the County and Municipalities shall be as follows;

(A) The County and Municipalities shall provide adequate and reasonable funding to the PSA for the administration, operation, maintenance, and programming, and capital improvements, for PSA facilities and recreational services. Such funding shall be in revenue portions equal to the proportionate populations of the Unincorporated County and the Municipalities as calculated by the United States Census. Such contributions shall be made in equal monthly installments per fiscal year. Both the County and Municipalities shall have the authority to review the PSA's budget prior to the adoption of the PSA budget.

(B) The County and Municipalities shall be responsible for developing and maintaining a fee schedule for the rental of their respective parks, including, but not limited to, the following sports fields:

- i. Howard Peeples Ball Fields
- ii. Kingsland Lions Park Fields
- iii. St. Marys Recreation Park
- iv. St. Marys Aquatic Center Park

(C) The County and Municipalities agree to negotiate Special Local Option Sales Tax (SPLOST) contributions with and for the PSA for the purpose of capital improvements to PSA facilities, recreational service expansions, and enhancements. Such contributions shall be made in accordance with the jointly approved Intergovernmental Agreement for SPLOST proceeds.

(D) If, in the event that the County or a Municipality decide to withdraw various levels of service from the PSA, the PSA and the County or Municipality will jointly negotiate and agree on the new funding level for the County or Municipality, based upon the desired services provided by the PSA at that time.

(E) To the fullest extent permitted by Georgia law, the PSA shall indemnify, defend, and hold harmless the County and Municipalities from and against any and all claims, damages, losses, and expenses arising out of or result from the PSA's operations, programming, maintenance, or performance under this Agreement.

(F) The County and Municipalities shall only be responsible for claims arising from their own sole negligence or willful misconduct.

(G) To the fullest extent permitted by Georgia Law, the County and Municipalities shall indemnify and hold harmless the PSA from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges and court costs arising out of or resulting from the work provided in this Agreement.

Section 5. Audits

- (A) During the term of this agreement, the distribution and use of all proceeds deposited in the PSA Funds shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County, Municipalities and the PSA agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- (B) The PSA shall provide the County and Municipalities with a copy of the audit immediately following its completion.

Section 6. Notices

All notices, consents, waivers, directions, request or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States Mail, postage prepaid, as follows:

CAMDEN COUNTY:

Personally delivered:
Camden County Board of Commissioners
Attn: Office of the County Administrator
Government Services Building
200 East 4th Street
Woodbine, GA 31569

Registered or certified mail:
Camden County Board of Commissioners
Attn: Office of the County Administrator
Post Office Box 99
Woodbine, GA 31569

CITY OF KINGSLAND:

Personally delivered:
City of Kingsland
Attn: Office of the Mayor
107 South Lee Street
Kingsland, GA 31548

Registered or certified mail:
City of Kingsland
Attn: Office of the Mayor
Post Office Box 250
Kingsland, GA 31548

CITY OF ST. MARYS:

Personally delivered:
City of St. Marys
Attn: Office of the Mayor
418 Osborne Street
St. Marys, GA 31558

Registered or certified mail:
City of St. Marys
Attn: Office of the Mayor
418 Osborne Street
St. Marys, GA 31558

PUBLIC SERVICE AUTHORITY:

Personally delivered:
Public Service Authority
Attn: Office of the Director
1050 Wildcat Drive
Kingsland, GA 31548

Registered or certified mail:
Public Service Authority
Attn: Office of the Director
1050 Wildcat Drive
Kingsland, GA 31548

Section 7. Termination

The County and Municipalities shall have the right to withdraw from this Agreement by written notification of intent to withdraw delivered to the other parties. Such withdrawal shall then become effective 180 days from the date of such written notification of intent to withdraw. Upon the effective date of such withdrawal, the withdrawing Funding Party's obligation to contribute as set forth in Section 4(2)(A) above shall cease.

Section 8. Withdrawal and Transition

(A) Upon notice of withdrawal, the parties shall develop a transition plan, including:

- Continuity of services
- Allocation of assets and equipment
- Use of facilities

(B) The parties may enter into separate agreements for continued shared use of facilities following withdrawal.

Section 9. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County, Municipalities, and the PSA with respect to the subject matter hereof. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 10. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County, Municipalities, and the PSA.

Section 11. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 12. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 13. Compliance with Law

The County, Municipalities, and the PSA shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 14. No Consent to Breach

No consent or wavier, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or wavier of any future breach of the same.

Section 15. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but on and the same instrument.

Section 16. Mediation

The County, Municipalities, and the PSA agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

Section 17. Default and Cure

(A) In the event the PSA fails to perform any materials obligation under this Agreement, the County or any Municipality may provide written notice of default.

(B) The PSA shall have thirty (30) days to cure such default, or such longer period as may be reasonably required if the cure is actively underway.

(C) If the default is not cured, the non-defaulting parties may:

- Withhold funding
- Assume operational control of affected services
- Terminate this agreement in whole or in part.

IN WITNESS WHEREOF, the County, Municipalities, and the PSA acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

Adopted in a lawful assembly by the Camden County Board of Commissioners and spread upon the Official Minutes of Camden County.

This ___ day of _____ 202__.

COUNTY OF CAMDEN, GEORGIA

By: _____
ROBBIE CHEEK, CHAIRMAN

ATTEST: _____ COUNTY SEAL
KATHRYN BISHOP, COUNTY CLERK

Adopted in a lawful assembly by the Public Service Authority and spread upon the Official Minutes of the Public Service Authority.

This ___ day of _____ 202__.

PUBLIC SERVICE AUTHORITY OF CAMDEN, GEORGIA

By: _____
ALEX BLOUNT, CHAIRMAN

ATTEST: _____ SEAL
DIRECTOR OF PSA

Adopted in a lawful assembly by the City of Kingsland and spread upon the Official Minutes of
City of Kingsland.

This ___ day of _____ 202__.

MUNICIPALITY OF KINGSLAND, GEORGIA

BY: _____
GRAYSON DAY, MAYOR

ATTEST: _____
CLERK OF THE CITY OF KINGSLAND

CITY SEAL

DRAFT

Adopted in a lawful assembly by the City of St. Marys and spread upon the Official Minutes of
City of St. Marys.

This ___ day of _____ 202__.

MUNICIPALITY OF ST. MARYS, GEORGIA

BY: _____
GREG LOCKHART, MAYOR

ATTEST: _____
CLERK FOR THE CITY OF ST. MARYS

CITY SEAL

DRAFT

EXHIBIT B

PARKS, BOAT RAMPS, & RECREATION LOCATIONS

1. PUBLIC SERVICE AUTHORITY:

- a. Recreation Complex, PSA Owned, approximately 3.51 Acres

2. KINGSLAND:

- a. Kingsland Lions Park, Kingsland Owned, approximately 13.21 Acres
- b. Little Catfish Creek Park, Kingsland Owned, approximately 1.72 Acres

3. ST. MARYS:

- a. Civic Park & Lake St. Marys, approximately 46.34 Acres
- b. St. Marys REC & Tommy Casey Dog Park, St. Marys Owned, approximately 16.34 Acres
- c. Sweetwater Park, SWABRA Inc. Owned, approximately 12 Acres
- d. Notter Pond, St. Marys Owned
- e. Meeting Street Boat Ramp
- f. Waterfront Boat Ramp

4. COUNTY/UNINCORPORATED:

- a. Howard Peebles Park, County Owned, approximately 19.51 Acres
- b. Soccer (Multi-Use) Complex, County Owned
- c. Browntown Wilderness Park & Temple Landing Boat Ramp, County Owned, approximately 4.03 Acres
- d. Woodbine Lions Park, County Owned, approximately 0.95 Acres
- e. Cornelia Jackson Park, County Owned, approximately 4.05 Acres
- f. Maple Ford Park, County Owned, approximately 18.89 Acres
- g. Mary B. Smart Park, County Owned, approximately 5.77 Acres
- h. White Oak Nature Trail, County Owned, approximately 76 Acres & 3.5 Miles
- i. White Oak Boat Ramp, County Owned (GDOT ROW)
- j. Harriett's Bluff Community Park, County Owned, approximately 21 Acres
- k. Harriett's Bluff Boat Ramp, County Owned
- l. Sugar Mill Ruins, County Owned, approximately 69.18 Acres
- m. Charlie Easterling Memorial Park
- n. Spring Bluff Boat Ramp, County Owned (GDOT ROW)
- o. Honey Creek Boat Ramp, County Owned (Option), 1 Acre

RETURN TO: LAW OFFICES OF
ROBERT C. SWEATT, LLC
P.O. BOX 1117
KINGSLAND, GA 31548

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

THIS DEED WAS PREPARED BY THE LAW OFFICES OF ROBERT C. SWEATT, LLC. NO TITLE SEARCH WAS CONDUCTED PRIOR TO CLOSING, AND NO REPRESENTATIONS NOR OPINIONS HAVE BEEN MADE OR GIVEN WITH RESPECT TO THE MARKETABILITY OF THE TITLE TO THE PROPERTY CONVEYED HEREBY.

STATE OF GEORGIA
COUNTY OF CAMDEN

QUITCLAIM DEED

THIS INDENTURE made this _____ day of _____, in the year 2026, between the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, hereinafter called Grantor, and the KINGSLAND DEVELOPMENT AUTHORITY, a development authority and a public body corporate and politic existing under the laws of the State of Georgia, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, executors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of One and No/100 (\$1.00) Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, convey and forever QUITCLAIM unto the said Grantee, their heirs executors and assigns, all of their right, title and interest in and to the following described real property, to-wit:

All that lot, tract, or parcel or land lying and being in the City of Kingsland, 1606th G.M. District, Camden County, being more particularly described as follows:

Being all of Parcel 1 and Parcel 2, as shown on that certain plat of survey prepared by Jeffrey S. Foster, Georgia Registered Land Surveyor No. 3143, dated April 24, 2026, and recorded in Plat Book _____, Page _____, Camden County, Georgia, records.

WHEREAS, the CITY OF KINGSLAND, hereby also releases all their right, title, and interest in, terminates and extinguishes that certain Right Of Way Easement known as West Street, it being the intention of the parties hereto to terminate the Right

Of Way Easement, as the Grantor and Grantee no longer have a need for the Right Of Way Easement.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee, forever, in FEE SIMPLE.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and affixed their seal, the day and year first above written.

CITY OF KINGSLAND

By: _____ (SEAL)
Dr. C. Grayson Day, Jr.,
its Mayor

By: _____ (SEAL)
Lee Spell,
its City Clerk

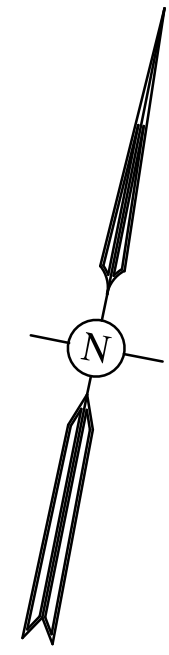
Signed, sealed and delivered
in the presence of:

Unofficial witness

Notary Public, State of Georgia
(NOTARY SEAL)

RESERVED FOR RECORDING PURPOSES

- UTILITY LEGEND**
- ☐ = TELEPHONE PEDESTAL
 - ☐ = CABLE TV PEDESTAL
 - ☐ = FIRE HYDRANT
 - x— = FENCE (TYPE AS NOTED)
 - ☉ = WOOD POWER POLE



PARCEL 1

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA (BEING LANDS NOW OR FORMERLY OF THE CITY OF KINGSLAND, PARCEL K20-07-002, ACCORDING TO DEED RECORDED IN DEED BOOK 535, PAGE 109, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF NORTHERLY RIGHT-OF-WAY LINE OF ELEANOR AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF CLARKS BLUFF ROAD (A 66' RIGHT-OF-WAY AS NOW ESTABLISHED) AND RUN NORTH 05°46'18" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CLARKS BLUFF ROAD, A DISTANCE OF 150.33 FEET TO A POINT LYING AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF KRISTY CAGLE & JING ZHU (ACCORDING TO DEED RECORDED IN DEED BOOK 2270, PAGE 388, PUBLIC RECORDS OF SAID COUNTY), SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED CONTINUE NORTH 05°46'18" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.95 FEET TO A POINT LYING AT THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF NAEEM RAOOF (ACCORDING TO DEED RECORDED IN DEED BOOK 1710, PAGE 733, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 78°-07'-01" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 150.00 FEET TO A POINT LYING AT THE SOUTHEASTERLY CORNER THEREOF; RUN THENCE NORTH 05°46'18" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 100.10 FEET TO A POINT LYING AT THE NORTHEASTERLY CORNER OF LAST MENTIONED LANDS, SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF BRANDON WILLIAMS (ACCORDING TO DEED RECORDED IN DEED BOOK 2108, PAGE 649, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 78°-04'-42" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 80.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WEST STREET (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, UN-OPENED); RUN THENCE SOUTH 11°-56'-52" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 217.19 FEET TO A POINT LYING AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF DAKOTA MCDANELL-RORRER (ACCORDING TO DEED RECORDED IN DEED BOOK 1818, PAGE 100, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE THENCE SOUTH 78°-38'-22" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS AND THE EXTENSION THEREOF, A DISTANCE OF 253.50 FEET TO THE POINT OF BEGINNING.

THE LAND THIS DESCRIBED CONTAINS 0.86 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

PARCEL 2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA (BEING A PORTION OF UN-OPENED WEST STREET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF NORTHERLY RIGHT-OF-WAY LINE OF ELEANOR AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF TIFFANY MCDANELL-RORRER (ACCORDING TO DEED RECORDED IN DEED BOOK 2319, PG. 608, PUBLIC RECORDS OF SAID COUNTY) AND RUN NORTH 11°-56'-52" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 149.62 FEET TO A POINT LYING AT THE NORTHEASTERLY CORNER OF LAST MENTIONED LANDS AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED THENCE RUN THENCE SOUTH 78°-38'-22" WEST, ALONG NORTHERLY LINE OF THE AFOREMENTIONED LANDS OF TIFFANY MCDANELL-RORRER (ACCORDING TO DEED RECORDED IN DEED BOOK 2319, PG. 608), A DISTANCE OF 33.00 FEET TO A POINT LYING AT THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF THE CITY OF KINGSLAND (ACCORDING TO DEED RECORDED IN DEED BOOK 535, PAGE 109, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 11°-56'-52" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 217.19 FEET TO A POINT; RUN THENCE NORTH 78°-03'-08" EAST, A DISTANCE OF 33.00 FEET TO A POINT; RUN THENCE RUN SOUTH 11°-56'-52" EAST A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING.

THE LAND THIS DESCRIBED CONTAINS 0.16 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

NOTES:

- 1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N05°46'18"E FOR THE EASTERLY RIGHT-OF-WAY LINE OF CLARKS BLUFF ROAD, ACCORDING TO SAID BOUNDARY SURVEY PREPARED BY PRIVETT & ASSOCIATES, INC. FOR THE CITY OF KINGSLAND, DATED NOVEMBER 26, 2012.
- 2.) SUBJECT PROPERTY IS FOUND TO BE IN FLOOD HAZARD ZONES "X" (UNSHADED) AS PER F.I.R. MAP FOR CAMDEN COUNTY, GEORGIA, DATED: DECEMBER 21, 2017, MAP No. 13039C0387G, COMMUNITY No. 130238, PANEL No. 0387, SUFFIX "G".
- 3.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FORMAL TITLE REVIEW.
- 4.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY NOT SHOWN HEREON THAT MAY BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.
- 5.) SUBJECT PROPERTY IS CURRENTLY ZONED: R-1 (SINGLE FAMILY RESIDENTIAL USAGE). BUILDING SETBACKS ARE AS FOLLOWS: (AS PER CITY OF KINGSLAND ZONING MAP & REGULATIONS) MINIMUM FRONT YARD SETBACK: 25 FEET; MINIMUM SIDE YARD SETBACK FROM LOT LINE: 10 FEET; MINIMUM REAR YARD SETBACK: 15 FEET.
- 6.) NO ATTEMPT HAS BEEN MADE TO DETERMINE ANY WETLAND AREAS OR ENVIRONMENTAL ISSUES, IF ANY, WHICH MAY AFFECT THE SUBJECT PROPERTY.

SCALE: 1" = 20'

DWN. BY: S.S.P. CKD. BY: J.S.F.
FIELD BOOK 122, PAGE 43
SURVEY DATE: 03-20-28

DWG. # B-2-3215-03-26

CLOSURE NOTE:
THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN XXXX FEET AND AN ANGULAR ERROR OF XX SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. (RADIAL SURVEY)

THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 162,168 FEET.

EQUIPMENT USED: ANGULAR: TOPCON ES
LINEAR: TOPCON ES

LEGEND:

- = SET 1/2" REBAR LSF 1067
- = SET CONCRETE MONUMENT LSF 1067
- = FOUND CONCRETE MONUMENT IDENTIFICATION AS NOTED
- = FOUND REBAR OR IRON PIPE IDENTIFICATION AS NOTED
- △ = FOUND PK NAIL & WASHER IDENTIFICATION AS NOTED

P.C. = PLAT CABINET
P.B. = PLAT BOOK
P.D. = PLAT DRAWER
D.B. = DEED BOOK
PG. = PAGE
(ch.) = CHORD
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVE
B.R.L. = BUILDING RESTRICTION LINE

P.O. BOX 5730
ST. MARYS, GEORGIA 31558
(912) 729-1507 PHONE
(912) 729-1509 FAX

GEORGIA LICENSED
SURVEY FIRM No. 1067
EMAIL: AKM_SURVEYING@GDS.NET

PREPARED BY:

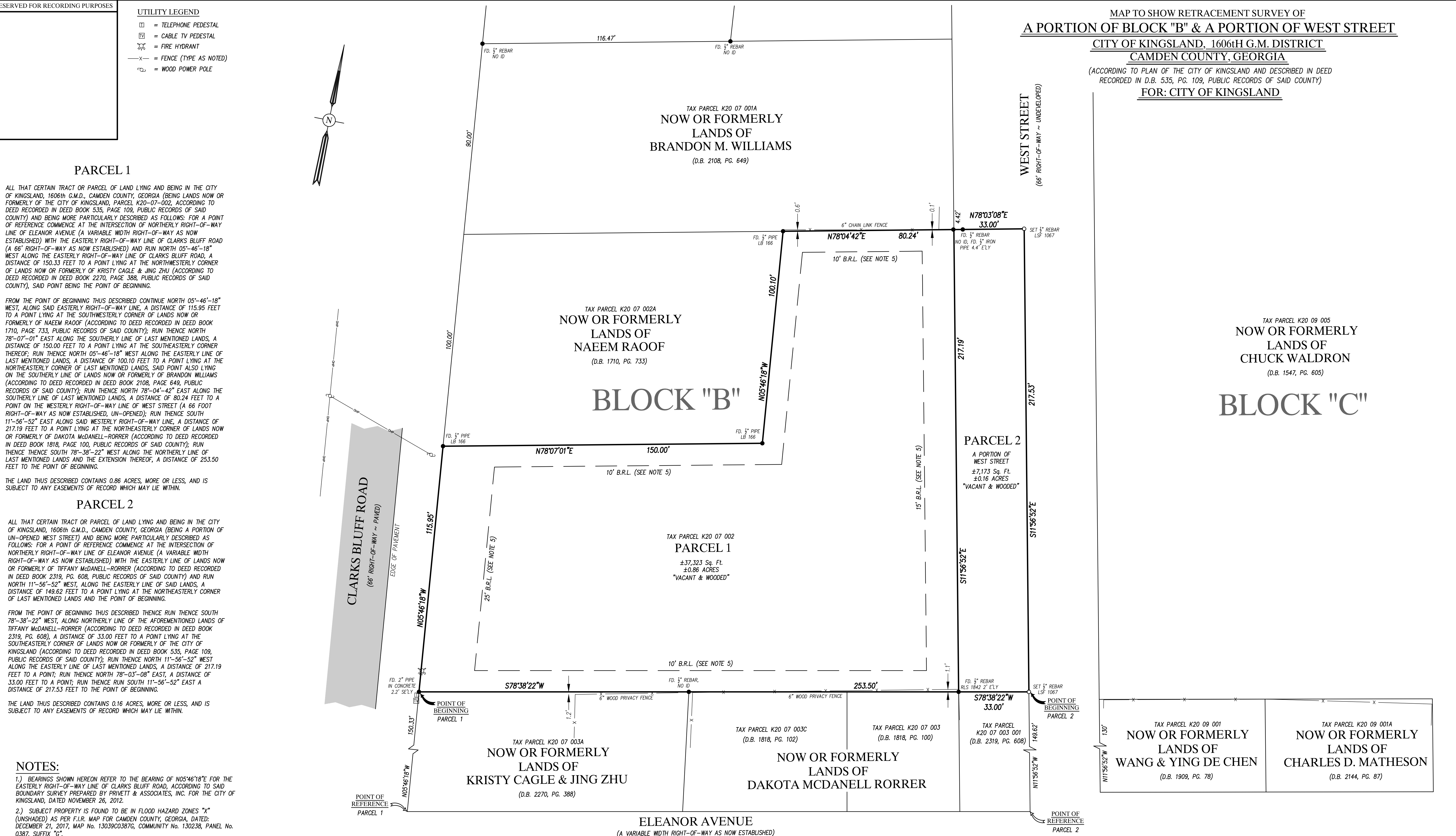
AKM SURVEYING, INC.
SURVEYORS & LAND PLANNERS

No. 3143

CERTIFICATION: This plat is a retracement of an existing parcel or parcels of land and does not subdivide or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITHOUT LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for professional surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.

BY: DATE: 04/24/2026
JEFFREY S. FOSTER
GA. REGISTERED SURVEYOR No. 3143

MAP TO SHOW RETRACEMENT SURVEY OF
A PORTION OF BLOCK "B" & A PORTION OF WEST STREET
CITY OF KINGSLAND, 1606th G.M. DISTRICT
CAMDEN COUNTY, GEORGIA
(ACCORDING TO PLAN OF THE CITY OF KINGSLAND AND DESCRIBED IN DEED RECORDED IN D.B. 535, PG. 109, PUBLIC RECORDS OF SAID COUNTY)
FOR: CITY OF KINGSLAND



RETURN TO: **LAW OFFICES OF
ROBERT C. SWEATT, LLC
P.O. BOX 1117
KINGSLAND, GA 31548**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

THIS DEED WAS PREPARED BY THE LAW OFFICES OF ROBERT C. SWEATT, LLC. NO TITLE SEARCH WAS CONDUCTED PRIOR TO CLOSING, AND NO REPRESENTATIONS NOR OPINIONS HAVE BEEN MADE OR GIVEN WITH RESPECT TO THE MARKETABILITY OF THE TITLE TO THE PROPERTY CONVEYED HEREBY.

STATE OF GEORGIA
COUNTY OF CAMDEN

QUITCLAIM DEED

THIS INDENTURE made this _____ day of _____, in the year 2026, between the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, hereinafter called Grantor, and CHUCK WALDRON, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, executors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of One and No/100 (\$1.00) Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby remise, convey and forever QUITCLAIM unto the said Grantee, their heirs executors and assigns, all of their right, title and interest in and to the following described real property, to-wit:

**SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE.**

WHEREAS, the CITY OF KINGSLAND, hereby also releases all their right, title, and interest in, terminates and extinguishes that certain Right Of Way Easement known as West Street, it being the intention of the Grantor to terminate the Right Of Way Easement, as the Grantor no longer has a need for the Right Of Way Easement.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee, forever, in FEE SIMPLE.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and affixed their seal, the day and year first above written.

CITY OF KINGSLAND

By: _____ (SEAL)
Dr. C. Grayson Day, Jr.,
its Mayor

By: _____ (SEAL)
Lee Spell,
its City Clerk

Signed, sealed and delivered
in the presence of:

Unofficial witness

Notary Public, State of Georgia
(NOTARY SEAL)

EXHIBIT "A"

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY, GEORGIA (BEING A PORTION OF UNDEVELOPED WEST STREET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

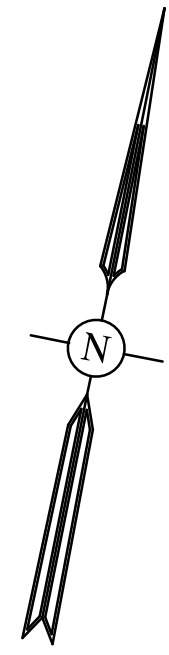
BEING ALL OF THAT "SUBJECT PROPERTY" ON THAT CERTAIN PLAT OF SURVEY PREPARED FOR THE CITY OF KINGSLAND, BY JEFFREY S. FOSTER, G.R.L.S. NO. 3143, RECORDED IN PLAT BOOK _____, PAGE _____, CAMDEN COUNTY, GEORGIA RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT A POINT WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF ELEANOR AVENUE (A VARIED WIDTH PUBLIC RIGHT-OF-WAY AS NOW ESTABLISHED) INTERSECTS WITH THE EASTERLY RIGHT-OF-WAY LINE OF WEST STREET (A VARIED WIDTH UNDEVELOPED RIGHT-OF-WAY), SAID POINT BEING THE SOUTHWESTERLY CORNER OF SUBLOT 1A, ELEANOR STREET SUBDIVISION, REPLAT NO. 3, (ACCORDING TO PLAT RECORDED IN PLAT CABINET 4, FILE 123-C1, PUBLIC RECORDS OF SAID COUNTY), AND RUN THENCE SOUTH 78°-40'-23" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SLEANOR STREET, A DISTANCE OF 32.22 FEET TO A POINT LYING ON THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF TIFFANY MCDANELL RORRER (ACCORDING TO DEED RECORDED IN DEED BOOK 2319, PAGE 608, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 11°-49'-36" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS AND THE PROLONGATION THEREOF, A DISTANCE OF 538.97 FEET TO A POINT; RUN THENCE NORTH 78°-01'-41" EAST, A DISTANCE OF 33.00 FEET TO A POINT WHERE THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE INTERSECTS THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST CHESTER STREET (A 66 FOOT UNDEVELOPED RIGHT-OF-WAY), SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF LOT 5, ELEANOR STREET SUBDIVISION, REPLAT NO. 3 (ACCORDING TO PLAT RECORDED IN PLAT CABINET 4, FILE 121-C, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 11°-44'-38" EAST, TO AND ALONG THE WESTERLY LINE OF AFOREMENTIONED SUBLOT 1A, ELEANOR STREET SUBDIVISION, REPLAT NO. 3, AND BEING THE EASTERLY RIGHT-OF-WAY LINE OF SAID WEST STREET, A DISTANCE OF 539.34 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.40 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

RESERVED FOR RECORDING PURPOSES

- UTILITY LEGEND**
- ☐ = TELEPHONE PEDESTAL
 - Ⓜ = CABLE TV PEDESTAL
 - ⊕ = FIRE HYDRANT
 - x— = FENCE (TYPE AS NOTED)
 - ⊙ = WOOD POWER POLE



PARCEL 1

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA (BEING LANDS NOW OR FORMERLY OF THE CITY OF KINGSLAND, PARCEL K20-07-002, ACCORDING TO DEED RECORDED IN DEED BOOK 535, PAGE 109, PUBLIC RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF NORTHERLY RIGHT-OF-WAY LINE OF ELEANOR AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF CLARKS BLUFF ROAD (A 66' RIGHT-OF-WAY AS NOW ESTABLISHED) AND RUN NORTH 05°46'18" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CLARKS BLUFF ROAD, A DISTANCE OF 150.33 FEET TO A POINT LYING AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF KRISTY CAGLE & JING ZHU (ACCORDING TO DEED RECORDED IN DEED BOOK 2270, PAGE 388, PUBLIC RECORDS OF SAID COUNTY), SAID POINT BEING THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED CONTINUE NORTH 05°46'18" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 115.95 FEET TO A POINT LYING AT THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF NAEEM RAOOF (ACCORDING TO DEED RECORDED IN DEED BOOK 1710, PAGE 733, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 78°-07'-01" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 150.00 FEET TO A POINT LYING AT THE SOUTHEASTERLY CORNER THEREOF; RUN THENCE NORTH 05°46'18" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 100.10 FEET TO A POINT LYING AT THE NORTHEASTERLY CORNER OF LAST MENTIONED LANDS; SAID POINT ALSO LYING ON THE SOUTHERLY LINE OF LANDS NOW OR FORMERLY OF BRANDON WILLIAMS (ACCORDING TO DEED RECORDED IN DEED BOOK 2108, PAGE 649, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 78°-04'-42" EAST ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 80.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WEST STREET (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, UN-OPENED); RUN THENCE SOUTH 11°-56'-52" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 217.19 FEET TO A POINT LYING AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF DAKOTA MCDANELL-RORRER (ACCORDING TO DEED RECORDED IN DEED BOOK 1818, PAGE 100, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 78°-38'-22" WEST ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS AND THE EXTENSION THEREOF, A DISTANCE OF 253.50 FEET TO THE POINT OF BEGINNING.

THE LAND THIS DESCRIBED CONTAINS 0.86 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

PARCEL 2

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606th G.M.D., CAMDEN COUNTY, GEORGIA (BEING A PORTION OF UN-OPENED WEST STREET) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF NORTHERLY RIGHT-OF-WAY LINE OF ELEANOR AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF TIFFANY MCDANELL-RORRER (ACCORDING TO DEED RECORDED IN DEED BOOK 2319, PG. 608, PUBLIC RECORDS OF SAID COUNTY) AND RUN NORTH 11°-56'-52" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 149.62 FEET TO A POINT LYING AT THE NORTHEASTERLY CORNER OF LAST MENTIONED LANDS AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED THENCE RUN THENCE SOUTH 78°-38'-22" WEST, ALONG NORTHERLY LINE OF THE AFOREMENTIONED LANDS OF TIFFANY MCDANELL-RORRER (ACCORDING TO DEED RECORDED IN DEED BOOK 2319, PG. 608), A DISTANCE OF 33.00 FEET TO A POINT LYING AT THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF THE CITY OF KINGSLAND (ACCORDING TO DEED RECORDED IN DEED BOOK 535, PAGE 109, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE NORTH 11°-56'-52" WEST ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 217.19 FEET TO A POINT; RUN THENCE NORTH 78°-03'-08" EAST, A DISTANCE OF 33.00 FEET TO A POINT; RUN THENCE RUN SOUTH 11°-56'-52" EAST A DISTANCE OF 217.53 FEET TO THE POINT OF BEGINNING.

THE LAND THIS DESCRIBED CONTAINS 0.16 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD WHICH MAY LIE WITHIN.

NOTES:

- 1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N05°46'18"E FOR THE EASTERLY RIGHT-OF-WAY LINE OF CLARKS BLUFF ROAD, ACCORDING TO SAID BOUNDARY SURVEY PREPARED BY PRIVETT & ASSOCIATES, INC. FOR THE CITY OF KINGSLAND, DATED NOVEMBER 26, 2012.
- 2.) SUBJECT PROPERTY IS FOUND TO BE IN FLOOD HAZARD ZONES "X" (UNSHADED) AS PER F.I.R. MAP FOR CAMDEN COUNTY, GEORGIA, DATED: DECEMBER 21, 2017, MAP No. 13039C0387G, COMMUNITY No. 130238, PANEL No. 0387, SUFFIX "G".
- 3.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FORMAL TITLE REVIEW.
- 4.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY NOT SHOWN HEREON THAT MAY BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.
- 5.) SUBJECT PROPERTY IS CURRENTLY ZONED: R-1 (SINGLE FAMILY RESIDENTIAL USAGE). BUILDING SETBACKS ARE AS FOLLOWS: (AS PER CITY OF KINGSLAND ZONING MAP & REGULATIONS) MINIMUM FRONT YARD SETBACK: 25 FEET; MINIMUM SIDE YARD SETBACK FROM LOT LINE: 10 FEET; MINIMUM REAR YARD SETBACK: 15 FEET.
- 6.) NO ATTEMPT HAS BEEN MADE TO DETERMINE ANY WETLAND AREAS OR ENVIRONMENTAL ISSUES, IF ANY, WHICH MAY AFFECT THE SUBJECT PROPERTY.

SCALE: 1" = 20'

DWN. BY: S.S.P. CKD. BY: J.S.F.
FIELD BOOK 122, PAGE 43
SURVEY DATE: 03-20-28

DWG. # B-2-3215-03-26

CLOSURE NOTE:
THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN XXXX FEET AND AN ANGULAR ERROR OF XX SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. (RADIAL SURVEY)

THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 162,168 FEET.

EQUIPMENT USED: ANGULAR: TOPCON ES
LINEAR: TOPCON ES

LEGEND:

- = SET 1/2" REBAR LSF 1067
- = SET CONCRETE MONUMENT LSF 1067
- = FOUND CONCRETE MONUMENT IDENTIFICATION AS NOTED
- = FOUND REBAR OR IRON PIPE IDENTIFICATION AS NOTED
- △ = FOUND PK NAIL & WASHER IDENTIFICATION AS NOTED

P.C. = PLAT CABINET
P.B. = PLAT BOOK
P.D. = PLAT DRAWER
D.B. = DEED BOOK
PG. = PAGE
(ch.) = CHORD
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PRC = POINT OF REVERSE CURVE
B.R.L. = BUILDING RESTRICTION LINE

P.O. BOX 5730
ST. MARYS, GEORGIA 31558
(912) 729-1507 PHONE
(912) 729-1509 FAX

GEORGIA LICENSED
SURVEY FIRM No. 1067
EMAIL: AKM_SURVEYING@GDS.NET

PREPARED BY:

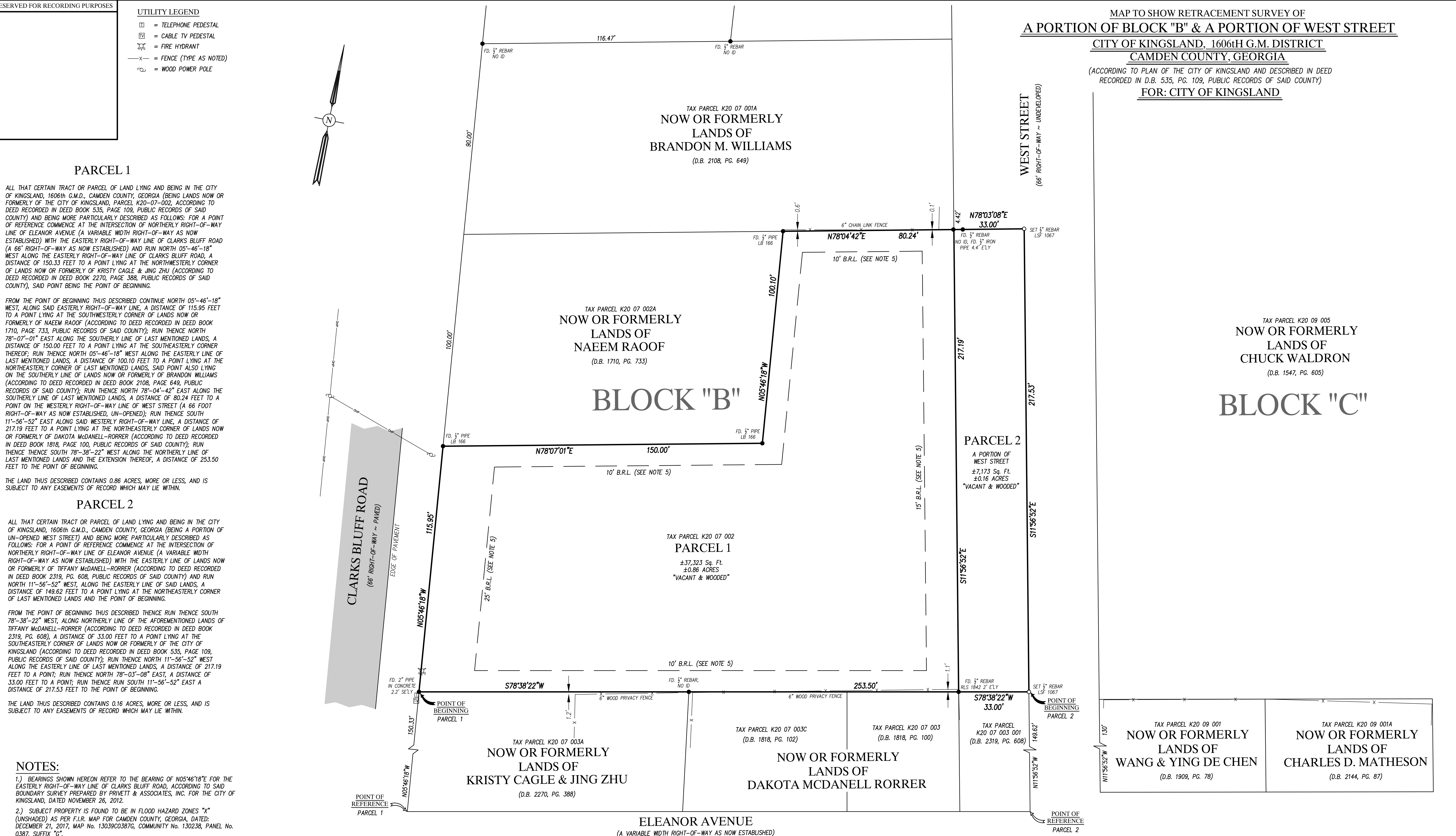
AKM SURVEYING, INC.
SURVEYORS & LAND PLANNERS

No. 3143

CERTIFICATION: This plat is a retracement of an existing parcel or parcels of land and does not subdivide or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITHOUT LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for professional surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors as set forth in O.C.G.A. Section 15-6-67.

BY: DATE: 04/24/2026
JEFFREY S. FOSTER
GA. REGISTERED SURVEYOR No. 3143

MAP TO SHOW RETRACEMENT SURVEY OF
A PORTION OF BLOCK "B" & A PORTION OF WEST STREET
CITY OF KINGSLAND, 1606th G.M. DISTRICT
CAMDEN COUNTY, GEORGIA
(ACCORDING TO PLAN OF THE CITY OF KINGSLAND AND DESCRIBED IN DEED RECORDED IN D.B. 535, PG. 109, PUBLIC RECORDS OF SAID COUNTY)
FOR: CITY OF KINGSLAND



LAND PURCHASE AND SALE AGREEMENT

Offer Date: 6/1/2026



2026 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 0 MLK Blvd K08 01 003J
City Kingsland, County Camden, Georgia, Zip Code 31548
MLS Number: 10697687 Tax Parcel I.D. Number: K08 01 003J

b. Legal Description: The legal description of the Property is [select one of the following below]:
 (1) attached as an exhibit hereto;
 (2) the same as described in Deed Book 535, Page 108, et. seq., of the land records of the above county; **OR**
 (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Acreage. A Controlling Survey of the Property will be obtained by Buyer **OR** Seller and paid for by Buyer **OR** Seller.

3. Purchase Price of Property to be Paid by Buyer: \$ 29000 **OR** \$ _____ per acre. If price is per acre, Seller's estimate of acreage is 1.08 acres.

4. Seller's Monetary Contribution toward Buyer's Costs at Closing: \$ 0

5. Closing Date and Possession. Closing Date shall be 6/29/2026 with possession of the Property transferred to Buyer upon Closing **OR** _____ days after Closing at _____ o'clock AM **OR** PM (attach F219 Temporary Occupancy Agreement).

6. Closing Law Firm ("Closing Attorney"). Yackel & Swick Law Office Phone Number: (912) 882-7881

7. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Yackel & Swick Law Office

8. Earnest Money. Earnest money will be paid to Holder in a method of payment acceptable to the Holder.

- a. \$ _____ as of the Offer Date.
- b. \$ 1,000 within 4 days from the Binding Agreement Date.
- c. _____

9. Inspection and Due Diligence.

- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 7 days from the Binding Agreement Date.
- b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
 - (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
 - (2) shall pay directly to Seller additional option money of \$ _____ by check ACH or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller

10. Property is currently zoned R-1 under the applicable zoning ordinances of Kingsland, Camden City/County

11. Brokerage Relationships in this Transaction.

- a. Buyer's Broker is** RE/MAX First Coast **and is:**
 - (1) representing Buyer as a client.
 - (2) working with Buyer as a customer.
 - (3) acting as a dual agent representing Buyer and Seller.
 - (4) acting as a designated agent where: _____
has been assigned to exclusively represent Buyer.
- b. Seller's Broker is** RE/MAX First Coast **and is:**
 - (1) representing Seller as a client.
 - (2) working with Seller as a customer.
 - (3) acting as a dual agent representing Buyer and Seller.
 - (4) acting as a designated agent where: _____
has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:
N/A

12. Time Limit of Offer. The Offer set forth herein expires at 5 o'clock p.m. on the date 6/3/2026.

Buyer(s) Initials JR Seller(s) Initials cy

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**1. Purchase and Sale.**

- a. Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject to: (1) zoning, subdivision and other governmental laws and regulations; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway, wall, fence, mailbox, or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; (4) any title objection(s) raised by Buyer prior to Closing, which Seller was able to satisfy as set forth in the Examination section below or which Buyer waives; and (5) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement and the Closing of the sale of the Property to Buyer shall not terminate any such leases.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written Notice to Seller. Notwithstanding anything to the contrary contained herein, Seller shall be deemed to have satisfied Buyer's title objections if Seller can deliver good and marketable title to the Property, which for all purposes herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs Closing Attorney and any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

- 2. Acreage.** Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acreage to be sold to Buyer is at least 15% more or less than the estimate.

- 3. Purchase Price to be Paid by Buyer.** The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. If the purchase price is stated as a price per acre, the acreage shall be determined by a survey obtained in the accordance with the procedure below ("Controlling Survey"). The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-thousandth of an acre as determined by a survey prepared by a registered Georgia surveyor. In the event the Seller is in possession of a survey, to which Buyer agrees in writing shall constitute the Controlling Survey, then said survey be controlling as the exact amount of the acreage being purchased and sold herein. If no survey exists or the existing survey is not acceptable, then a new survey shall be prepared. If there are no objections to the new survey, then the new survey shall be the Controlling Survey to determine the acreage being purchased and sold herein. If there is a dispute by either party regarding the new survey, the dispute shall be resolved in accordance with the Survey Resolution Exhibit attached hereto.

Buyer warrants that Buyer will have sufficient cash at Closing that will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

4. Closing Costs and Prorations.

- a. Seller's Monetary Contribution toward Buyer's Costs at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any Compensation obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
- b. Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs necessary for Seller to convey good and marketable title to the Property and costs and fees of the Closing Attorney: (1) to obtain, prepare and record title curative documents, payoffs and estoppel letters; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
- c. Items Paid by Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
- d. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, the party who paid less than their pro rata share of taxes to the other party at Closing or collected more than their pro rata share of taxes from the other party at Closing, shall upon the issuance of the actual tax bill or any appeal being resolved, promptly pay the other party the amount necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

5. Closing Date and Possession.

- a. Right to Unilaterally Extend the Closing Date:** Buyer and Seller shall each have a limited right to unilaterally extend the Closing Date one (1) time for eight (8) days upon Notice to the other party given on or before the Closing Date. The party unilaterally extending the Closing Date shall state a valid basis for the delay from the reasons identified below in any such Notice to unilaterally extend the Closing Date.
- (1) Buyer's Right to Unilaterally Extend the Closing Date:** On or before the Closing Date, Buyer may, upon Notice to Seller, unilaterally extend the Closing for eight (8) days for either of the following reasons:
- i. The Buyer's mortgage lender is not ready due to no fault of the Buyer; or

ii. The Closing Attorney is not ready (except if the Seller has already unilaterally extended the Closing Date for this reason). If the Closing Attorney is not ready, it must be for reasons other than the Buyer caused the delay, the Buyer's mortgage lender is delayed or title objections still need to be resolved.

(2) Seller's Right to Unilaterally Extend the Closing Date: On or before the Closing Date, Seller may also, upon Notice to Buyer, extend the Closing for eight (8) days for either of the following reasons:

- i. Valid title objections still need to be resolved, excluding title objections that (i) can either be satisfied through the payment of money or bonding off the same; or (ii) do not prevent Seller from conveying good and marketable title as defined herein); or
- ii. The Closing Attorney is not ready (except if Buyer has already unilaterally extended the Closing Date for this reason). If the Closing Attorney is not ready, it must be for reasons other than the Seller caused the delay, the Buyer's mortgage lender is delayed or title objections still need to be resolved.

b. Keys and Openers: At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.

6. Closing Law Firm. Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer.

7. Holder of Earnest Money. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving the earnest money. Such charge shall be collected separately from the payment of earnest money. The fact that Holder may represent one of the parties in this transaction as a client or is working with such party as a customer is acknowledged by all parties and shall not be a basis for Holder not performing any of its duties hereunder including, but not limited to, disbursing the earnest money based upon a reasonable interpretation of this Agreement. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) Banking Days after the Binding Agreement Date hereunder or (b) five (5) Banking Days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money, it must be drawn upon an account in a financial institution located in the United States. When the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check or ACH is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give Notice of the same to Buyer and Seller. Buyer shall have three (3) Banking Days from the date of receiving the Notice to cure the default and if Buyer does not do so, Holder shall promptly give Notice of the same to Buyer and Seller, and Seller may within seven (7) days thereafter terminate this Agreement upon Notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived. In the event Holder's bank charges any fees related to Buyer's check or ACH being dishonored, Buyer stopping payment, or Buyer's failure to deliver Earnest Money, Holder shall notify the Buyer and the Buyer shall immediately reimburse Holder the cost of the fees in addition to fulfilling their earnest money obligations.

8. Earnest Money.

a. Entitlement to Earnest Money: Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at Closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.

b. Disbursement of Earnest Money: Holder shall disburse the earnest money upon: (1) the Closing of the Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that: 1) Holder first gives all parties at least ten (10) days Notice stating to whom and why the disbursement will be made; and 2) no interpretation shall be made by Holder dividing the earnest money between Buyer and Seller. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written Notice of the same to Holder within the above referenced Notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send Notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day Notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day Notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.

- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

9. Inspection and Due Diligence.

- a. **Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.**
- b. **Buyer's Responsibility to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime, schools, zoning and land use, and government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.** Neither Seller nor Seller's Broker shall have any duty to disclose information about sex offenders in the neighborhood.
- c. **Buyer's Inspection Rights Continue through Closing:** Upon prior Notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.
- d. **Buyer's Inspection Indemnification Obligations:** **Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.**
- e. **Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon Notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
- f. **Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
- g. **Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- h. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.
- i. **Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").
 - (1) **Tax and Title:**
 - i. Most recent Property tax assessments and tax bills.
 - ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
 - iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
 - iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
 - v. A schedule of impact fees paid or owed on the Property, if any.
 - (2) **Environmental and Assessments:**
 - i. All soil reports covering the Property or any portion thereof.
 - ii. All cruise reports of existing timber on the Property.
 - iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.
 - (3) **Leases:**

An executed copy of every lease of or affecting the Property or any portion thereof.
 - (4) **Miscellaneous:**
 - i. A schedule of management fees due in connection with any agreements pertaining to the Property.
 - ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property."

- 10. Sellers Warranties and Representations.** Except to the extent provided in this Agreement, Seller warrants as follows:
- a. Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.
 - b. Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
 - c. Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.
 - d. Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any Notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
 - e. Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.
 - f. No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
 - g. Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
 - h. Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
 - i. Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).

11. Brokerage Relationships and Compensation in this Transaction.

- a. Agency Disclosure:** No Broker in this transaction shall owe a fiduciary duty or any other duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
- (3) No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
- (4) Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
 - i. Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
 - (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
 - (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
 - (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
 - ii. Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one or more licensees of Broker are exclusively representing Buyer and one or more other licensees of Broker are exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent or agents shall exclusively represent the party to whom each has been assigned as a client.
- b. Compensation of Broker(s):** Buyer and Seller shall be obligated to pay their respective Compensation obligations, if any, to Broker(s) in full at Closing and as a pre-condition to Closing (so long as the same is permitted by Buyer's mortgage lender). The Closing Attorney is hereby authorized and directed to: (i) show the Compensation of the respective Broker(s) on the settlement statement at Closing; and (ii) disburse such Compensation to Broker(s) upon the consummation of Closing pursuant to the agreement(s) of party paying and receiving such Compensation. The acceptance by the Broker(s) of partial Compensation at Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of Broker's Compensation).

c. **Disclaimer:** Buyer and Seller have not relied upon any: a) promises, statements or representations (collectively, "Representations") of Brokers other than what is included in this Agreement, in an amendment thereto or in a Pre-Showing Compensation Agreement. This shall include Representations made after this Agreement is entered into that have not been made as an amendment hereto and agreed to by all parties. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate or inspect the Property for termites, defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to advise Buyer or Seller on any matter relating to the Property which could have been revealed if Buyer: a) had obtained, with respect to the Property, a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, or test for radon, asbestos, mold, moisture, methamphetamine, and/or lead-based paint; b) had the Property inspected by a professional, construction expert, or structural, soils or environmental engineer; c) had this Agreement and transaction reviewed by an attorney, financial planner, mortgage consultant or tax consultant; and/or d) consulted appropriate governmental officials, maps, laws and regulations to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, and whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the matters handled by the professionals referenced above or in the above tests, inspections, evaluations and reviews. Buyer and Seller should seek independent expert advice regarding the above matters and any other matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, inspect or opine on whether the construction of or repairs to the Property were done properly and that such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.

12. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) Notice of acceptance of the Offer has been delivered to the party who made the Offer.

13. **Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.

C. OTHER TERMS AND CONDITIONS

1. Notice.

a. **Generally:** All Notices given hereunder shall be in writing, legible and signed by the party giving the Notice. In the event of a dispute regarding Notice, the burden shall be on the party giving Notice to prove delivery. The requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile. The person delivering or sending the written Notice signed by a party may be someone other than that party.

b. **Delivery of Notice:** A Notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written Notice by a party; (2) in the case of delivery by a Delivery Service, when the written Notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the Notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written Notice is electronically sent to an email address or facsimile number of a party set forth herein (or subsequently provided by the party following the Notice provisions herein) even if it is not opened by the recipient.

c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker representing a party in a client relationship shall be the authorized agent of the party for the limited purpose of receiving Notice and such Notice to any of them shall for all purposes herein be deemed to be Notice to the party. This shall include, without limitation, receiving notices regarding the disbursement of earnest money after this Agreement has been terminated. Notice to an authorized agent shall only be effective if the written Notice is sent to an address, facsimile number or email address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the Notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker are authorized to receive Notices delivered by a Delivery Service. The Broker and the Broker's staff shall not be authorized to receive Notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent(s) of a client shall be the authorized agent(s) of the client for the purposes of receiving Notice.

2. Default.

a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty. Unless Seller has otherwise waived Seller's right to terminate due to the Buyer's failure to pay earnest money, Seller may, after the termination of this Agreement, sue Buyer for any portion of the Earnest Money that was either not paid, returned for insufficient funds, or the payment of which was stopped.

b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either (i) seek the specific performance of this Agreement or (ii) terminate this Agreement upon Notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein, and Buyer may pursue any other remedy available at law.

- c. Rights of Broker:** The Brokers involved in this transaction shall be express third-party beneficiaries of this Agreement, shall have the right to enforce all provisions in this Agreement that benefit them or afford them rights and defenses and shall have all remedies at law or in equity in the event of a breach of this Agreement. In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to each Broker involved in the transaction an amount equal to the Compensation each Broker would have received had the transaction closed. If the same Broker is working with or representing the buyer and seller in the transaction, the Compensation the Broker shall be entitled to in the event of the default shall be the total Compensation the Broker would have received from all parties in the transaction had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of Compensation to be paid to any broker involved in this transaction are incorporated herein by reference. Additionally, upon the request of any party to the transaction, the Broker(s) shall disclose in writing the Compensation they will receive when the transaction closes so that the party knows the exact amount of liquidated damages they will be obligated to pay should the party default herein.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and Compensation claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 3. Risk of Damage to Property.** Seller warrants that at the time of Closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to Closing, Seller shall promptly give Notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above Notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at Closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.
- 4. Other Provisions.**
- a. Buyer's Representations Regarding Ability to Buy Property:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer. Buyer warrants and represents that Buyer is not prohibited from buying real property within 10 miles of a military base, installation or airport or agricultural land in Georgia pursuant to O.C.G.A. § 2-1-7.
- b. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property or a portion thereof becomes subject to a condemnation proceeding or if Seller has received notice of a pending condemnation proceeding; and (2) provide Buyer with all written communications regarding the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon Notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- c. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the Closing Attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- d. Delays Caused by Emergencies:** If at any point after the Binding Agreement date the Governor of Georgia declares a state of emergency for the county in which the Property is located, all unexpired time deadlines herein, including but not limited to the Closing Date, shall automatically extend for the number of days the emergency exists in that county, but not more than eight (8) days. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines. No deadline shall be extended if this Agreement becomes a binding agreement during a state of emergency.
- e. Digital Signatures:** For all purposes herein, a digital or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Buyer's mortgage lender or the other party.
- f. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- g. Entire Agreement and Modification:** Except for any Pre-Showing Compensation Agreement or other separate agreement for the payment of Broker's Compensation, that is not a part of or amended by this Agreement, this Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be solely relied upon by the Buyer and binding upon the parties and their successors, heirs and permitted assigns. No representation, statement, promise or inducement not included in this Agreement shall be relied upon or binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay the Compensation owed by the assignor.
- h. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.
- i. FIRPTA:** Under the Foreign Investment in Real Property Tax Act ("FIRPTA"), Sellers who are not a "foreign person" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, shall deliver to the Closing Attorney at Closing a FIRPTA Affidavit. If Seller is a "foreign person" additional taxes may need to be withheld at Closing.

- j. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- l. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to Notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept Notices on behalf of a party (but not send Notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- m. No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.
- n. Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If Notice of accurate Binding Agreement Date is delivered, the party receiving Notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes Notice of the Binding Agreement Date to the other party.
- o. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving Notice of Binding Agreement Date, the party objecting shall send Notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- p. Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, construction materials, pets and personal property of the Seller not otherwise identified in this Agreement as remaining with the Property. Firewood shall not be considered debris. This section shall apply even in transactions where the Property is being sold as-is.
- q. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement, including handwritten changes thereto;
 - (4) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the "Agreement to Seek Amendment to Purchase Price Prior to Termination" section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.
 - (5) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker's Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. If a Buyer's Broker Compensation Exhibit (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement or such Buyer's Broker Compensation Exhibit is signed by the Buyer's Broker and, in cases where the Seller's Broker is sharing a portion of its Compensation with the Buyer's Broker, the Seller's Broker.
 - (6) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party's intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
 - (7) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller.

- r. **Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to pay Compensation; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; (8) the ability of Broker to receive Notices on behalf of a client after the termination of this Agreement; and (9) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.
- s. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- t. **Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
- f. **Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the land records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.
- g. **Compensation:** The term "Compensation" as used in this Agreement shall mean the compensation to be received by Broker, for performing real estate brokerage services in this transaction, regardless of whether it is a flat fee, percentage, bonus or some other method of compensation.
- h. **Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
- i. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- j. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- k. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable"

6. Property Not Being Sold for Value of Any Improvements on Land. Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.

7. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent emails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

8. HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE: There has been a significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To help prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent seller.

9. LIMITATION OF LIABILITY AND STATUTE OF LIMITATIONS. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):
a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMPENSATION IS PAID TO BROKER, THAN THE SUM OF \$100; AND**
b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**
c. **STATUTE OF LIMITATIONS: FOR AND IN CONSIDERATION OF THE SUM OF \$10.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE THEREBY ACKNOWLEDGED, ALL CLAIMS OF ANY NATURE WHATSOEVER AGAINST BROKER(S) AND/OR THEIR AFFILIATED LICENSEES INVOLVED IN THIS TRANSACTION, WHETHER ASSERTED IN LITIGATION OR ARBITRATION AND SOUNDING IN BREACH OF CONTRACT AND/OR TORT, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ANY CLAIM OR CAUSE OF ACTION ARISES. SUCH ACTIONS SHALL THEREAFTER BE TIME-BARRIED. ALL BROKERS REFERENCED HEREIN SHALL BE EXPRESS THIRD-PARTY BENEFICIARIES OF THIS PROVISION.**

10. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Back-up Agreement Contingency Exhibit (F604) " _____ "
- Buyer's Broker Compensation Exhibit (F259) " _____ "
- Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " A "
- Community Association Disclosure Exhibit (F322) " _____ "
- Legal Description Exhibit (F807 or other) " _____ "
- Seller's Property Disclosure Statement Exhibit (F302, F307) " _____ "
- Special Title Exceptions Pertaining to Property as Exhibit " _____ "
- Special Warranties and Representations of Seller as Exhibit " _____ "
- Survey of Property as Exhibit " C "
- Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- Other Conventional Loan Contingency Exhibit "B"
- Other _____
- Other _____
- Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

Additional Special Stipulations (F246) are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

Buyer Acceptance and Contact Information

James Robert Summerlin

1 Buyer's Signature _____ 06/01/2026

James Robert Summerlin _____
Print or Type Name Date

4439 New Jesup HWY Brunswick GA 31520
Buyer's Address for Receiving Notice

912-210-3195
Buyer's Phone Number: Cell Home Work

jsummerlin19@yahoo.com
Buyer's Email Address

2 Buyer's Signature

Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work

Buyer's Email Address

Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

RE/MAX First Coast

Buyer's Brokerage Firm _____
Samuel Muldoon _____ 06/01/2026

Broker/Affiliated Licensee Signature _____ Date

Samuel Muldoon _____ 446789
Print or Type Name GA Real Estate License #

912-409-7113 _____ 912-729-9039
Licensee's Phone Number Fax Number

smuldoonrealtor@gmail.com
Licensee's Email Address

CCAOR

REALTOR® Membership _____

202 S Lee St Kingsland GA 31548
Broker's Address

912-576-9339 _____ 912-729-9039
Broker's Phone Number Fax Number

RMFG01 _____ 75986
MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

Chandra Yadav

1 Seller's Signature _____ 06/01/2026

Kingsland Development Authority _____
Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: Cell Home Work

chandra.yadav@gmail.com
Seller's Email Address

2 Seller's Signature

Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: Cell Home Work

Seller's Email Address

Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

RE/MAX First Coast

Seller's Brokerage Firm _____
Samuel Muldoon _____ 06/01/2026

Broker/Affiliated Licensee Signature _____ Date

Samuel Muldoon _____ 446789
Print or Type Name GA Real Estate License #

912-409-7113 _____ 912-729-9039
Licensee's Phone Number Fax Number

smuldoonrealtor@gmail.com
Licensee's Email Address

CCAOR

REALTOR® Membership _____

202 S Lee St Kingsland GA 31548
Broker's Address

912-576-9339 _____ 912-729-9039
Broker's Phone Number Fax Number

RMFG01 _____ 75986
MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 6/1/2026 and has been filled in by Samuel Muldoon.

**CLOSING ATTORNEY ACTING AS
HOLDER OF EARNEST MONEY
EXHIBIT " A "**



[Closing Attorney must still consent to serve as Holder using F511]

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This Exhibit is part of the Agreement with an Offer Date of 6/1/2026 for the purchase and sale of that certain property known as: 0 MLK Blvd K08 01 003J Kingsland, Georgia 31548 ("Agreement").

1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
3. **Closing Attorney Must Agree to Become Holder Within Five (5) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within five (5) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder. In the event the transaction does not close, Closing Attorney shall not have a right to deduct any of attorney's costs or fees pertaining to the Closing from the earnest money or other trust funds being held by Closing Attorney, except as may be provided elsewhere herein. Buyer and Seller acknowledge and agree that the fact that the closing attorney may represent a real estate brokerage firm or firms involved in the transaction or regularly close real estate transactions involving a particular broker or agent of the broker shall not prevent the closing attorney from fully performing its duties hereunder, including, but not limited to disbursing earnest money based upon a reasonable interpretation of this Agreement.
5. **Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
6. **Failure of Closing Attorney to Become Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder or fails to timely become Holder, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
7. **Alternate Holder.** The Buyer must immediately notify all parties if the Closing Attorney fails to become Holder. The Alternate Holder, who must be a broker in this transaction, shall be REMAX First Coast. In the event an Alternate Holder is not named, the Alternate Holder shall be the Buyer's Broker.
8. **Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
9. **Notices To and From Holder.** The Notice procedures in the Agreement shall control with regard to all Notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction. If an individual attorney who works for a law firm is named as the Closing Attorney herein, all parties agree that the law firm shall technically be the Closing Attorney.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Samuel Muldoon IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F510, Closing Attorney Acting as Holder of Earnest Money Exhibit, Page 1 of 2, 01/01/26

Closing Attorney: Yackel & Swick

Address: 202 Arnow Dr St Marys, GA 31558

Phone Number: (912) 882-7881

Fax Number: _____

Email: preclosing@blairstrain.com

Buyer's Initials:  JR

Seller's Initials:  CY

CONVENTIONAL LOAN CONTINGENCY EXHIBIT " B "



2026 Printing

This Exhibit is part of the Agreement with an Offer Date of 6/1/2026 for the purchase and sale of that certain Property known as: 0 MLK Blvd K08 01 003J , Kingsland , Georgia 31548 .

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency. *[Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]*

<input checked="" type="checkbox"/> A.	FIRST MORTGAGE LOAN	Loan Amount	Term	Interest Rate (at par)	Rate Type
		<u> 80 </u> % of purchase price	<u> 15 </u> years	Not greater than <u> 8 </u> % per annum (or initial rate on adjustable loan)	<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only
<input type="checkbox"/> B.	SECOND MORTGAGE LOAN	_____ % of purchase price	_____ years	Not greater than _____ % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only

2. **Use of Particular Lender.** Buyer may apply for approval of the Loan(s) with any mortgage lender, mortgage broker or mortgage loan originator licensed to do business in Georgia (hereinafter collectively, "Lender"). If any Lender is identified below ("Approved Lender"), Buyer shall apply for approval of the Loan(s) with at least one such Approved Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Lender herein.

Approved Lender(s)
 Southeastern Bank

3. **Length of the Financing Contingency Period.** The length of the Financing Contingency Period in Section 7 below shall be 21 days from the Binding Agreement Date.

4. **Length of Time for Buyer to Request a Reduction in the Purchase Price Based Upon a Low Appraisal.** The time period for Buyer to request a reduction in the purchase price of the Property, if it appraises for less than the purchase price of the Property, as set forth in Section 14 below, shall be 21 days from the Binding Agreement Date.

5. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different conventional loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement. Notwithstanding the above, Buyer shall not have a right to apply for a FHA, VA, or USDA loan unless the parties agree to amend this Agreement to add a FHA, VA, or USDA loan contingency exhibit meeting FHA, VA or USDA requirements, as the case may be (in which event this Conventional Loan Contingency shall no longer be part of this Agreement). Nothing herein shall require the Seller to agree to amend this Agreement.

6. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify Seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.

7. Financing Contingency. Buyer shall have a Financing Contingency set forth in Section 3 above to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency Period"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such Notice ("Notice Period") with a letter of loan denial from a Lender based upon the Lender's customary and standard underwriting criteria ("Loan Denial Letter") stating the basis for the loan denial. The Loan Denial Letter and Lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit, including that the Loan Denial Letter be from an Approved Lender, if one is named in Section 2 above. Such Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period. Notwithstanding the above, the end of the Financing Contingency Period shall not limit Buyer's rights under the Appraisal Contingency section of this Agreement, provided that the Appraisal Contingency has not expired.

8. Use of Approved Lender and Loan Denial Letter. If there is an Approved Lender identified herein, then the Loan Denial Letter shall come from an Approved Lender. If the Approved Lender is a mortgage broker, the Loan Denial Letter can be from the mortgage broker or the mortgage lender with whom the mortgage broker placed the Loan(s). If Buyer is not required to apply for the Loan(s) with an Approved Lender, the Loan Denial Letter may be written by any Lender.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter must state the basis for the loan denial and may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); (d) Buyer making purchases that adversely affect Buyer's debt to income ratio; (e) the Property not appraising for at least the purchase price unless this Agreement is subject to an appraisal contingency and an appraisal meeting the requirements of this Agreement has been performed; or (f) the lender not having completed underwriting the loan request.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

9. Special Approval if Property is a Condominium or Subject to a Master Insurance Policy. Notwithstanding any provision to the contrary contained herein, if the Property is a unit in a condominium or is covered under a fire and casualty insurance policy covering multiple attached residences, this Agreement is additionally contingent upon Buyer's Lender obtaining underwriting approval of such fire and casualty insurance policy and/or the development (hereinafter "Project Approval"). If an Approved Lender has been identified herein, the Lender under this section must be an Approved Lender. If at any time the Lender determines that the inability to obtain Project Approval is preventing a mortgage loan from being made, then Buyer shall have the right to terminate this Agreement without penalty and receive a full refund of all Earnest Money, provided that Buyer provides Seller with a letter from such Lender or Approved Lender, as the case may be, stating that the inability to obtain Project Approval is what is preventing a mortgage loan from being made to the Buyer. Such letter shall be provided to Seller not later than the date of Closing or within seven (7) days of the termination of the Agreement by Buyer, provided that the Notice of termination is given prior to Closing.

10. Right of Seller to Request Evidence of Buyer's Ability to Close. If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have five (5) days from the date Seller delivers Notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than five (5) days from the date of Closing. It is intended that the Evidence Buyer produces shall be liberally interpreted, where possible, in favor of a finding that Buyer has the ability to close on the purchase of the Property.

11. Seller's Right to Terminate. In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer two (2) days from the date of the delivery of the Notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter (or however many days are left until the Closing but excluding the day of Closing) due to Buyer's default upon Notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

12. Authorization of Buyer to Release Information to Seller and Brokers. Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.

13. Miscellaneous. For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.

14. Appraisal Contingency. In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Seller with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall, not later than by the end of the time period set forth in Section 4 above, have the right to request that Seller reduce the purchase price of the Property to a price not less than the appraised price by submitting to Seller an Amendment to Purchase Price (F713) ("ATPP") signed by Buyer along with a copy of the appraisal supporting the lower price. In the event that Buyer does not timely submit an ATPP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall not longer be subject to an appraisal contingency.

Seller shall, not later than three (3) days from the date of an ATPP is delivered to Seller (but not later than two (2) days prior to Closing), accept or reject the ATPP or seek to negotiate with Buyer a lesser reduction in the purchase price of the Property than what is reflected in the ATPP. If Seller timely signs and accepts the ATPP, then Buyer shall be required to close at the new purchase price, and, unless otherwise agreed to in writing by the parties, Buyer's Appraisal Contingency shall terminate. If, within the above timeframe, an ATPP has not been signed and accepted by the Buyer and Seller and timely delivered to create a legally enforceable amendment, Buyer shall have an additional three (3) days (but not later than one (1) day prior to Closing) to terminate this Agreement without penalty. If Buyer does not terminate the Agreement within this timeframe, Buyer's right to terminate due to the failure to agree to an ATPP shall be waived and Buyer shall close on the Property for the purchase price set forth in this Agreement. Nothing herein shall require Buyer to seek a reduction in the purchase price of the Property. If Buyer does not seek a reduction in the purchase price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Authentisign
James Robert Summerlin
1 Buyer's Signature

James Robert Summerlin
Print or Type Name

2 Buyer's Signature

.
Print or Type Name

Additional Signature Page (F267) is attached.

RE/MAX First Coast
Buyer Brokerage Firm
Samuel Muldoon
Broker/Affiliated Licensee Signature

Samuel Muldoon
Print or Type Name

CCAOR
REALTOR® Membership

Authentisign
Chandra Yadav 06/01/26
1 Seller's Signature

Kingsland Development Authority
Print or Type Name

2 Seller's Signature

Print or Type Name

Additional Signature Page (F267) is attached.

RE/MAX First Coast
Seller Brokerage Firm
Samuel Muldoon 06/01/26
Broker/Affiliated Licensee Signature

Samuel Muldoon
Print or Type Name

CCAOR
REALTOR® Membership

LAND PURCHASE AND SALE AGREEMENT

Offer Date: 5/27/2026



2026 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 0 N Lee Street
City Kingsland, County Camden, Georgia, Zip Code 31548
MLS Number: 10675167 Tax Parcel I.D. Number: K08 01 019A

b. Legal Description: The legal description of the Property is [select one of the following below]:
 (1) attached as an exhibit hereto;
 (2) the same as described in Deed Book 1529, Page 492, et. seq., of the land records of the above county; **OR**
 (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Acreage. A Controlling Survey of the Property will be obtained by Buyer **OR** Seller and paid for by Buyer **OR** Seller.

3. Purchase Price of Property to be Paid by Buyer: \$ 10000 **OR** \$ _____ per acre. If price is per acre, Seller's estimate of acreage is .59 acres.

4. Seller's Monetary Contribution toward Buyer's Costs at Closing: \$ 0

5. Closing Date and Possession. Closing Date shall be 6/10/2026 with possession of the Property transferred to Buyer upon Closing **OR** _____ days after Closing at _____ o'clock AM **OR** PM (attach F219 Temporary Occupancy Agreement).

6. Closing Law Firm ("Closing Attorney"). Yackel & Swick Law Office Phone Number: (912) 882-7881

7. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Yackel & Swick Law Office

8. Earnest Money. Earnest money will be paid to Holder in a method of payment acceptable to the Holder.

- a. \$ _____ as of the Offer Date.
- b. \$ 1,000 within 4 days from the Binding Agreement Date.
- c. _____

9. Inspection and Due Diligence.

- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 7 days from the Binding Agreement Date.
- b. Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
 - (1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
 - (2) shall pay directly to Seller additional option money of \$ _____ by check ACH or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall (subject to lender approval) or shall not be applied toward the purchase price at Closing and shall not be refundable to Buyer unless the Closing fails to occur due to the default of the Seller

10. Property is currently zoned R4 under the applicable zoning ordinances of Kingsland, Camden City/County

11. Brokerage Relationships in this Transaction.

- a. Buyer's Broker is** RE/MAX First Coast **and is:**
 - (1) representing Buyer as a client.
 - (2) working with Buyer as a customer.
 - (3) acting as a dual agent representing Buyer and Seller.
 - (4) acting as a designated agent where: _____
has been assigned to exclusively represent Buyer.
- b. Seller's Broker is** RE/MAX First Coast **and is:**
 - (1) representing Seller as a client.
 - (2) working with Seller as a customer.
 - (3) acting as a dual agent representing Buyer and Seller.
 - (4) acting as a designated agent where: _____
has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:
N/A

12. Time Limit of Offer. The Offer set forth herein expires at 5 o'clock p.m. on the date 5/29/2026.

Buyer(s) Initials SH Seller(s) Initials CV

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Samuel Muldoon IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.**1. Purchase and Sale.**

- a. Warranty:** Seller warrants that at the time of Closing Seller will convey good and marketable title to said Property by limited warranty deed subject to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway, wall, fence, mailbox, or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; (4) any title objection(s) raised by Buyer prior to Closing, which Seller was able to satisfy as set forth in the Examination section below or which Buyer waives; and (5) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement and the Closing of the sale of the Property to Buyer shall not terminate any such leases.
- b. Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the Closing. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written Notice to Seller. Notwithstanding anything to the contrary contained herein, Seller shall be deemed to have satisfied Buyer's title objections if Seller can deliver good and marketable title to the Property, which for all purposes herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy, if such a policy can be issued on the Property or for the Buyer in this transaction.

- 2. Acreage.** Buyer or Seller can terminate this Agreement if the Seller's estimate of the total acreage to be sold to Buyer is at least 15% more or less than the estimate.

- 3. Purchase Price to be Paid by Buyer.** The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. If the purchase price is stated as a price per acre, the acreage shall be determined by a survey obtained in the accordance with the procedure below ("Controlling Survey"). The total purchase price shall be determined by multiplying the total number of acres, to the nearest one one-thousandth of an acre as determined by a survey prepared by a registered Georgia surveyor. In the event the Seller is in possession of a survey, to which Buyer agrees in writing shall constitute the Controlling Survey, then said survey be controlling as the exact amount of the acreage being purchased and sold herein. If no survey exists or the existing survey is not acceptable, then a new survey shall be prepared. If there are no objections to the new survey, then the new survey shall be the Controlling Survey to determine the acreage being purchased and sold herein. If there is a dispute by either party regarding the new survey, the dispute shall be resolved in accordance with the Survey Resolution Exhibit attached hereto.

Buyer warrants that Buyer will have sufficient cash at Closing that will allow Buyer to complete the purchase of Property. Buyer does not need to sell or lease other real property in order to complete the purchase of Property. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

4. Closing Costs and Prorations.

- a. Seller's Monetary Contribution toward Buyer's Costs at Closing:** At Closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction, including without limitation, any Compensation obligations of Buyer. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller.
- b. Additional Items Paid by Seller:** In addition to the above, the Seller shall also pay the fees and costs necessary for Seller to convey good and marketable title to the Property and costs and fees of the Closing Attorney: (1) to obtain, prepare and record title curative documents, payoffs and estoppel letters; (2) for Seller not attending the Closing in person; and (3) to handle and deliver Seller's payoffs and proceeds.
- c. Items Paid by Buyer:** At Closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close or relating to the transaction.
- d. Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing shall be prorated as of the date of Closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, the party who paid less than their pro rata share of taxes to the other party at Closing or collected more than their pro rata share of taxes from the other party at Closing, shall upon the issuance of the actual tax bill or any appeal being resolved, promptly pay the other party the amount necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at Closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

5. Closing Date and Possession.

a. Right to Extend the Closing Date: Buyer may unilaterally extend the Closing Date once for eight (8) days upon Notice to Seller if either Buyer's mortgage lender (including where the financing contingency has expired or there is no financing contingency) or the Closing Attorney are delayed and cannot fulfill their respective obligations by the date of the Closing, provided that the delay is not caused by Buyer (and with respect only to an extension resulting from the Closing Attorney being delayed and the Seller has not already unilaterally extended the Closing Date once for eight (8) days). Seller may unilaterally extend the Closing Date once for eight (8) days upon Notice to Buyer if Seller cannot either satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or bonding off the same or (b) do not prevent Seller from conveying good and marketable title as that term is defined herein) or the Closing Attorney is delayed and cannot fulfill its obligations by the date of the Closing, provided that the delay is not caused by the Seller (and with respect only to an extension resulting from the Closing Attorney being delayed, the Buyer has not already unilaterally extended the Closing Date once for eight (8) days).

b. Keys and Openers: At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.

6. Closing Law Firm. Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer.

7. Holder of Earnest Money. The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The fact that Holder may represent one of the parties in this transaction as a client or is working with such party as a customer is acknowledged by all parties and shall not be a basis for Holder not performing any of its duties hereunder including, but not limited to, disbursing the earnest money based upon a reasonable interpretation of this Agreement. The earnest money will be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) Banking Days after the Binding Agreement Date hereunder or (b) five (5) Banking Days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money, it must be drawn upon an account in a financial institution located in the United States. When the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check or ACH is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give Notice of the same to Buyer and Seller. Buyer shall have three (3) Banking Days from the date of receiving the Notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon Notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived. In the event Holder's bank charges any fees related to Buyer's check or ACH being dishonored, Buyer stopping payment, or Buyer's failure to deliver Earnest Money, Holder shall notify the Buyer and the Buyer shall immediately reimburse Holder the cost of the fees in addition to fulfilling their earnest money obligations.

8. Earnest Money.

a. Entitlement to Earnest Money: Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at Closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.

b. Disbursement of Earnest Money: Holder shall disburse the earnest money upon: (1) the Closing of the Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that: 1) Holder first gives all parties at least ten (10) days Notice stating to whom and why the disbursement will be made; and 2) no interpretation shall be made by Holder dividing the earnest money between Buyer and Seller. Any party, real estate licensee or any other person having knowledge of or an interest in the disbursement of the earnest money may object to or provide information regarding the proposed disbursement by giving written Notice of the same to Holder within the above referenced Notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection or other information and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send Notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day Notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day Notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.

- c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages (collectively, "Claims") arising out of the performance by Holder of its duties, including Claims caused, in whole or in part, by the negligence of the Holder; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

9. Inspection and Due Diligence.

- a. **Buyer's Right to Inspect Property:** Unless otherwise specified herein, the Property is being sold in "as-is" condition with any and all faults. Therefore, Buyer and/or Buyer's representative(s) have the right to carefully inspect the Property to make sure it meets the needs of the Buyer. **If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.**
- b. **Buyer's Responsibility to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer is solely responsible for becoming familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime, schools, zoning and land use, and government and transportation maps and plans. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.** Neither Seller nor Seller's Broker shall have any duty to disclose information about sex offenders in the neighborhood.
- c. **Buyer's Inspection Rights Continue through Closing:** Upon prior Notice to Seller, Buyer and/or Buyer's representatives shall have the continuing right through Closing to enter the Property at Buyer's expense and at reasonable times to, among other things, and without limitation, conduct inspections, examinations, evaluations, appraisals, surveys and tests, meet contractors and vendors, measure for renovations, determine the condition of the Property and confirm that any agreed upon repairs have been made. Seller shall cause all utilities, systems and equipment to be on and all parts of the house to be accessible, including basements, attics, and crawlspaces so that Buyer may complete all inspections.
- d. **Buyer's Inspection Indemnification Obligations:** **Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages related to the exercise of the above inspection rights by Buyer and Buyer's representatives, and Buyer shall promptly pay Seller the actual cost to restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was prior to such testing or evaluations. Notwithstanding the above, this indemnification obligation shall not apply to damage resulting from defects in the Property uncovered during the inspection of the Property.**
- e. **Due Diligence Period:** If the Property is being sold subject to a Due Diligence Period, then: a) this Agreement shall be an option contract during which time Buyer shall have the option, for any reason or for no reason, to terminate this Agreement upon Notice to the Seller given prior to the expiration of the Due Diligence Period, in which case Buyer shall be entitled to a return of Buyer's earnest money without penalty; b) Buyer may, during the Due Diligence Period, seek to amend this Agreement to address any concerns Buyer has with the Property or this Agreement; and c) if Buyer has not terminated this Agreement as set forth above, Buyer shall accept the Property in "as-is" condition, subject to any amendment to this Agreement to address concerns agreed to by the parties.
- f. **Seller's Duty to Disclose:** Seller shall disclose to Buyer any and all known latent or hidden defects in the Property that could not be discovered by the Buyer during a reasonably careful inspection of the Property.
- g. **Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- h. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing unless otherwise agreed to in writing by the Buyer and Seller.
- i. **Due Diligence Materials:** Seller shall provide to the Buyer within five (5) days from the Binding Agreement Date, the items below, if available, pertaining to the Property (hereinafter collectively referred to as "Due Diligence Materials").
 - (1) **Tax and Title:**
 - i. Most recent Property tax assessments and tax bills.
 - ii. The most recent title insurance policy insuring the Property, including complete and legible copies of all documents (whether or not recorded) which are referenced as title exceptions.
 - iii. The most recent ALTA (American Land Title Association) survey of the Property, or if such a survey is not available, the most recent survey of the Property prepared by a licensed Georgia surveyor.
 - iv. A list of special assessment districts in which the Property is located and the schedule of unpaid or pending assessments – if any.
 - v. A schedule of impact fees paid or owed on the Property, if any.
 - (2) **Environmental and Assessments:**
 - i. All soil reports covering the Property or any portion thereof.
 - ii. All cruise reports of existing timber on the Property.
 - iii. All environment (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including wetlands reports.
 - (3) **Leases:**
An executed copy of every lease of or affecting the Property or any portion thereof.
 - (4) **Miscellaneous:**
 - i. A schedule of management fees due in connection with any agreements pertaining to the Property.
 - ii. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation, and maintenance of the Property."

10. Sellers Warranties and Representations. Except to the extent provided in this Agreement, Seller warrants as follows:

- a. **Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter into this Agreement and bind Seller.
- b. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated as bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
- c. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.
- d. **Hazardous Substances.** To the best of Seller's knowledge, (1) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (2) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (3) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (4) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site. Seller has not received any Notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
- e. **Leases.** Other than those leases provided by Seller to Buyer as part of the Due Diligence Materials, there are no other leases of or affecting the Property or any portion thereof and Seller will not enter into any new leases without the written permission of Buyer.
- f. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- g. **Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- h. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- i. **Violations.** To the best of Seller's knowledge, there are no violations of laws, municipal or county ordinances or other legal requirements with respect to Property (excluding any improvements constructed thereon).

11. Brokerage Relationships and Compensation in this Transaction.

- a. **Agency Disclosure:** No Broker in this transaction shall owe a fiduciary duty or any other duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
 - (1) **No Agency Relationship:** Buyer and Seller acknowledge that: a) if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party; and b) if the same brokerage firm is representing one party as a client and working with the other party as a customer, the Broker and all of Broker's affiliated licensees are representing the client.
 - (2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:
 - i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*
 - (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
 - (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
 - (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
 - ii. **Designated Agency Disclosure:** If Broker in this transaction is acting in a designated agency capacity, where one or more licensees of Broker are exclusively representing Buyer and one or more other licensees of Broker are exclusively representing Seller, Buyer and Seller consent to the same and acknowledge that each designated agent or agents shall exclusively represent the party to whom each has been assigned as a client.
- b. **Compensation of Broker(s):** Buyer and Seller shall be obligated to pay their respective Compensation obligations, if any, to Broker(s) in full at Closing and as a pre-condition to Closing (so long as the same is permitted by Buyer's mortgage lender). The Closing Attorney is hereby authorized and directed to: (i) show the Compensation of the respective Broker(s) on the settlement statement at Closing; and (ii) disburse such Compensation to Broker(s) upon the consummation of Closing pursuant to the agreement(s) of party paying and receiving such Compensation. The acceptance by the Broker(s) of partial Compensation at Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of Broker's Compensation).

c. **Disclaimer:** Buyer and Seller have not relied upon any: a) promises, statements or representations (collectively, "Representations") of Brokers other than what is included in this Agreement, in an amendment thereto or in a Pre-Showing Compensation Agreement. This shall include Representations made after this Agreement is entered into that have not been made as an amendment hereto and agreed to by all parties. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate or inspect the Property for termites, defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to advise Buyer or Seller on any matter relating to the Property which could have been revealed if Buyer: a) had obtained, with respect to the Property, a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, or test for radon, asbestos, mold, moisture, methamphetamine, and/or lead-based paint; b) had the Property inspected by a professional, construction expert, or structural, soils or environmental engineer; c) had this Agreement and transaction reviewed by an attorney, financial planner, mortgage consultant or tax consultant; and/or d) consulted appropriate governmental officials, maps, laws and regulations to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, and whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the matters handled by the professionals referenced above or in the above tests, inspections, evaluations and reviews. Buyer and Seller should seek independent expert advice regarding the above matters and any other matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, inspect or opine on whether the construction of or repairs to the Property were done properly and that such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.

12. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) Notice of acceptance of the Offer has been delivered to the party who made the Offer.

13. **Assignment.** In the event Buyer has the right to assign this Agreement, the assignment shall not release Buyer of any of its obligations or liabilities hereunder. Notice of such assignment shall be provided to Seller at least five (5) days prior to Closing.

C. OTHER TERMS AND CONDITIONS

1. Notice.

a. **Generally:** All Notices given hereunder shall be in writing, legible and signed by the party giving the Notice. In the event of a dispute regarding Notice, the burden shall be on the party giving Notice to prove delivery. The requirements of this Notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by email or facsimile. The person delivering or sending the written Notice signed by a party may be someone other than that party.

b. **Delivery of Notice:** A Notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written Notice by a party; (2) in the case of delivery by a Delivery Service, when the written Notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the Notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written Notice is electronically sent to an email address or facsimile number of a party set forth herein (or subsequently provided by the party following the Notice provisions herein) even if it is not opened by the recipient.

c. **When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker representing a party in a client relationship shall be the authorized agent of the party for the limited purpose of receiving Notice and such Notice to any of them shall for all purposes herein be deemed to be Notice to the party. Notice to an authorized agent shall only be effective if the written Notice is sent to an address, facsimile number or email address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the Notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker are authorized to receive Notices delivered by a Delivery Service. The Broker and the Broker's staff shall not be authorized to receive Notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent(s) of a client shall be the authorized agent(s) of the client for the purposes of receiving Notice.

2. Default.

a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty. Unless Seller has otherwise waived Seller's right to terminate due to the Buyer's failure to pay earnest money, Seller may, after the termination of this Agreement, sue Buyer for any portion of the Earnest Money that was either not paid, returned for insufficient funds, or the payment of which was stopped.

b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either (i) seek the specific performance of this Agreement or (ii) terminate this Agreement upon Notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein, and Buyer may pursue any other remedy available at law.

- c. Rights of Broker:** The Brokers involved in this transaction shall be express third-party beneficiaries of this Agreement, shall have the right to enforce all provisions in this Agreement that benefit them or afford them rights and defenses and shall have all remedies at law or in equity in the event of a breach of this Agreement. In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to each Broker involved in the transaction an amount equal to the Compensation each Broker would have received had the transaction closed. If the same Broker is working with or representing the buyer and seller in the transaction, the Compensation the Broker shall be entitled to in the event of the default shall be the total Compensation the Broker would have received from all parties in the transaction had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of Compensation to be paid to any broker involved in this transaction are incorporated herein by reference. Additionally, upon the request of any party to the transaction, the Broker(s) shall disclose in writing the Compensation they will receive when the transaction closes so that the party knows the exact amount of liquidated damages they will be obligated to pay should the party default herein.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and Compensation claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 3. Risk of Damage to Property.** Seller warrants that at the time of Closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to Closing, Seller shall promptly give Notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above Notice. If Buyer or Seller do not terminate this Agreement, Seller shall assign at Closing all of its rights to receive the proceeds from all insurance policies affording coverage for the claim. If the insurance proceeds are paid prior to Closing, the amount of such proceeds shall be credited against the purchase price of the Property.
- 4. Other Provisions.**
- a. Buyer's Representations Regarding Ability to Buy Property:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer. Buyer warrants and represents that Buyer is not prohibited from buying real property within 10 miles of a military base, installation or airport or agricultural land in Georgia pursuant to O.C.G.A. § 2-1-7.
- b. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property or a portion thereof becomes subject to a condemnation proceeding or if Seller has received notice of a pending condemnation proceeding; and (2) provide Buyer with all written communications regarding the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon Notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- c. Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the Closing Attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.
- d. Delays Caused by Emergencies:** If at any point after the Binding Agreement date the Governor of Georgia declares a state of emergency for the county in which the Property is located, all unexpired time deadlines herein, including but not limited to the Closing Date, shall automatically extend for the number of days the emergency exists in that county, but not more than eight (8) days. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines. No deadline shall be extended if this Agreement becomes a binding agreement during a state of emergency.
- e. Digital Signatures:** For all purposes herein, a digital or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the Buyer's mortgage lender or the other party.
- f. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- g. Entire Agreement and Modification:** Except for any Pre-Showing Compensation Agreement or other separate agreement for the payment of Broker's Compensation, that is not a part of or amended by this Agreement, this Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be solely relied upon by the Buyer and binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement (or the other documents referenced above) shall be relied upon or binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay the Compensation owed by the assignor.
- h. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.
- i. FIRPTA Affidavit:** Unless Seller is a "foreign person", as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the Closing Attorney at Closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a "foreign person". If Seller is a "foreign person", additional taxes may need to be withheld at Closing.

- j. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- l. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to Notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept Notices on behalf of a party (but not send Notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court or arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- m. No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.
- n. Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If Notice of accurate Binding Agreement Date is delivered, the party receiving Notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes Notice of the Binding Agreement Date to the other party.
- o. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving Notice of Binding Agreement Date, the party objecting shall send Notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- p. Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, construction materials, pets and personal property of the Seller not otherwise identified in this Agreement as remaining with the Property. Firewood shall not be considered debris. This section shall apply even in transactions where the Property is being sold as-is.
- q. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement, including handwritten changes thereto;
 - (4) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the "Agreement to Seek Amendment to Purchase Price Prior to Termination" section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.
 - (5) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker's Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. If a Buyer's Broker Compensation Exhibit (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement or such Buyer's Broker Compensation Exhibit is signed by the Buyer's Broker and, in cases where the Seller's Broker is sharing a portion of its Compensation with the Buyer's Broker, the Seller's Broker.
 - (6) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party's intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
 - (7) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller.
- r. STATUTE OF LIMITATIONS: ALL CLAIMS OF ANY NATURE WHATSOEVER AGAINST BROKER(S) AND/OR THEIR AFFILIATED LICENSEES, WHETHER ASSERTED IN LITIGATION OR ARBITRATION SOUNDING IN BREACH OF CONTRACT AND/OR TORT, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ANY CLAIM OR CAUSE OF ACTION ARISES. SUCH ACTIONS SHALL THEREAFTER BE TIME-BARRERD.**

- s. Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to pay Compensation; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) Buyer's indemnification obligations arising out of the inspection of the Property by Buyer and Buyer's representatives; (5) the section on condemnation; (6) the section on attorney's fees; (7) the obligations of the parties regarding ad valorem real property taxes; and (8) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.
- t. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- u. Time of Essence:** Time is of the essence of this Agreement.

5. Definitions.

- a. Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers Notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.
- c. Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.
- d. Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
- f. Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the land records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.
- g. Compensation:** The term "Compensation" as used in this Agreement shall mean the compensation to be received by Broker, for performing real estate brokerage services in this transaction, regardless of whether it is a flat fee, percentage, bonus or some other method of compensation.
- h. Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
- i. Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- j. Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- k. Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable"
- 6. Property Not Being Sold for Value of Any Improvements on Land.** Buyer acknowledges that the Property may contain certain incidental improvements such as existing homes, barns, fences, outbuildings and wells. Buyer acknowledges that the Property is being purchased for the value of the land rather than the value of any improvements presently located thereon. All improvements are being sold in "as-is" condition. Buyer acknowledges that the improvements on the Property, if any, may be in need of significant repair, may contain defective conditions and may not have been constructed or used in accordance with all applicable laws. Since the condition of any existing improvements is immaterial to Buyer's decision to purchase the Property, Seller shall have no responsibility to make any disclosures or repairs relative to the same. Buyer covenants not to sue Seller with respect to any matter relating to the condition of said improvements and agrees to indemnify and hold Seller harmless with respect to the same. Buyer expressly waives: (1) any and all rights to inspect and test for lead-based paint and/or lead-based paint hazards for not less than ten (10) days from the Binding Agreement Date; and (2) the right not to be contractually obligated under this Agreement until the above time period has lapsed.
- 7. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent emails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

8. HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE: There has been a significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To help prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent seller.

9. LIMITATION OF LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):
a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMPENSATION IS PAID TO BROKER, THAN THE SUM OF \$100; AND**
b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

10. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Back-up Agreement Contingency Exhibit (F604) " _____ "
- Buyer's Broker Compensation Exhibit (F259) " _____ "
- Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) " B "
- Community Association Disclosure Exhibit (F322) " _____ "
- Legal Description Exhibit (F807 or other) " _____ "
- Seller's Property Disclosure Statement Exhibit (F302, F307) " _____ "
- Special Title Exceptions Pertaining to Property as Exhibit " _____ "
- Special Warranties and Representations of Seller as Exhibit " _____ "
- Survey of Property as Exhibit " _____ "
- Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) " _____ "
- Other No Financing Contingency Exhibit "A"
- Other _____
- Other _____
- Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

Additional Special Stipulations (F246) are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

Buyer Acceptance and Contact Information

Stephanie Hollerman

1 Buyer's Signature 05/27/2026
Stephanie Hollerman
Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work
vincenthollerman424@gmail.com

Buyer's Email Address

Vincent Hollerman

2 Buyer's Signature 05/27/2026
Vincent Hollerman
Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work
vincenthollerman424@gmail.com

Buyer's Email Address

Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

RE/MAX First Coast

Buyer's Brokerage Firm 05/27/2026
Samuel Muldoon

Broker/Affiliated Licensee Signature Date

Samuel Muldoon 446789
Print or Type Name GA Real Estate License #

912-409-7113 912-729-9039
Licensee's Phone Number Fax Number

smuldoonrealtor@gmail.com
Licensee's Email Address

CCAOR

REALTOR® Membership

202 S Lee St Kingsland GA 31548
Broker's Address

912-576-9339 912-729-9039
Broker's Phone Number Fax Number

RMFG01 75986
MLS Office Code Brokerage Firm License Number

Seller Acceptance and Contact Information

Chandra Yadav

1 Seller's Signature 05/27/2026
Kingsland Development Authority
Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: Cell Home Work
chandra.yadav@gmail.com

Seller's Email Address

2 Seller's Signature
Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number: Cell Home Work

Seller's Email Address

Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

RE/MAX First Coast

Seller's Brokerage Firm 05/27/2026
Samuel Muldoon

Broker/Affiliated Licensee Signature Date

Samuel Muldoon 446789
Print or Type Name GA Real Estate License #

912-409-7113 912-729-9039
Licensee's Phone Number Fax Number

smuldoonrealtor@gmail.com
Licensee's Email Address

CCAOR

REALTOR® Membership

202 S Lee St Kingsland GA 31548
Broker's Address

912-576-9339 912-729-9039
Broker's Phone Number Fax Number

RMFG01 75986
MLS Office Code Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of 5/27/2026 and has been filled in by Samuel Muldoon.

C. Rights of Buyer If Property Does Not Appraise: If Buyer has an appraisal contingency and any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within _____ days from the Binding Agreement Date that Seller reduce the purchase price of the Property to a price not less than the appraisal price by submitting an Amendment to Purchase Price (F713) ("ATPP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATPP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the purchase price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATPP shall run through the earlier of: (1) three (3) days from the date that the ATPP is delivered to Seller; or (2) the time of Closing (excluding any extensions of the Closing resulting from the unilateral extension of the Closing Date).

If Seller does not accept the ATPP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon Notice to Seller, provided that such Notice is given within three (3) days of the earlier of: (a) the date that Buyer receives Notice that Seller has not accepted the ATPP; or (b) the last date Seller could have accepted the ATPP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of Closing.

D. Buyer Not Obligated to Seek Price Reduction: Nothing herein shall require Buyer to seek any reduction in the purchase price of the Property. If Buyer does not seek a reduction in the purchase price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

6. Special Approval if Property is a Condominium or Subject to a Master Insurance Policy.

This Agreement IS or IS NOT contingent upon Buyer's lender obtaining underwriting approval of any fire and casualty insurance policy and/or development (hereinafter "Project Approval"). If at any time the lender determines that the inability to obtain Project Approval is preventing a mortgage loan from being made, then Buyer shall have the right to terminate this Agreement without penalty and receive a full refund of all Earnest Money, provided that Buyer provides Seller with a letter from such lender stating that the inability to obtain Project Approval is what is preventing a mortgage loan from being made to the Buyer. Such letter shall be provided to Seller not later than the date of Closing or within seven (7) days of the termination of the Agreement by Buyer, provided that the Notice of termination is given prior to Closing.

Buyer's Initials:  SH  VH _____

Seller's Initials:  CY _____

**CLOSING ATTORNEY ACTING AS
HOLDER OF EARNEST MONEY
EXHIBIT “ B ”**



[Closing Attorney must still consent to serve as Holder using F511]

2026 Printing

This Exhibit is part of the Agreement with an Offer Date of 5/27/2026 for the purchase and sale of that certain property known as: 0 N Lee Street Kingsland, Georgia 31548 (“Agreement”).

1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety (“Entire Contract”); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
3. **Closing Attorney Must Agree to Become Holder Within Five (5) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within five (5) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as “Escrow Agreement”) without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney’s rights and duties as Holder and the timeframe for completing the same shall commence.
4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder. In the event the transaction does not close, Closing Attorney shall not have a right to deduct any of attorney’s costs or fees pertaining to the Closing from the earnest money or other trust funds being held by Closing Attorney, except as may be provided elsewhere herein. Buyer and Seller acknowledge and agree that the fact that the closing attorney may represent a real estate brokerage firm or firms involved in the transaction or regularly close real estate transactions involving a particular broker or agent of the broker shall not prevent the closing attorney from fully performing its duties hereunder, including, but not limited to disbursing earnest money based upon a reasonable interpretation of this Agreement.
5. **Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
6. **Failure of Closing Attorney to Become Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder or fails to timely become Holder, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder’s duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
7. **Alternate Holder.** The Buyer must immediately notify all parties if the Closing Attorney fails to become Holder. The Alternate Holder, who must be a broker in this transaction, shall be REMAX First Coast. In the event an Alternate Holder is not named, the Alternate Holder shall be the Buyer’s Broker.
8. **Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
9. **Notices To and From Holder.** The Notice procedures in the Agreement shall control with regard to all Notices to and from Holder. Holder’s contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney’s Contact Information.** The Closing Attorney named below shall be the Holder in this transaction. If an individual attorney who works for a law firm is named as the Closing Attorney herein, all parties agree that the law firm shall technically be the Closing Attorney.

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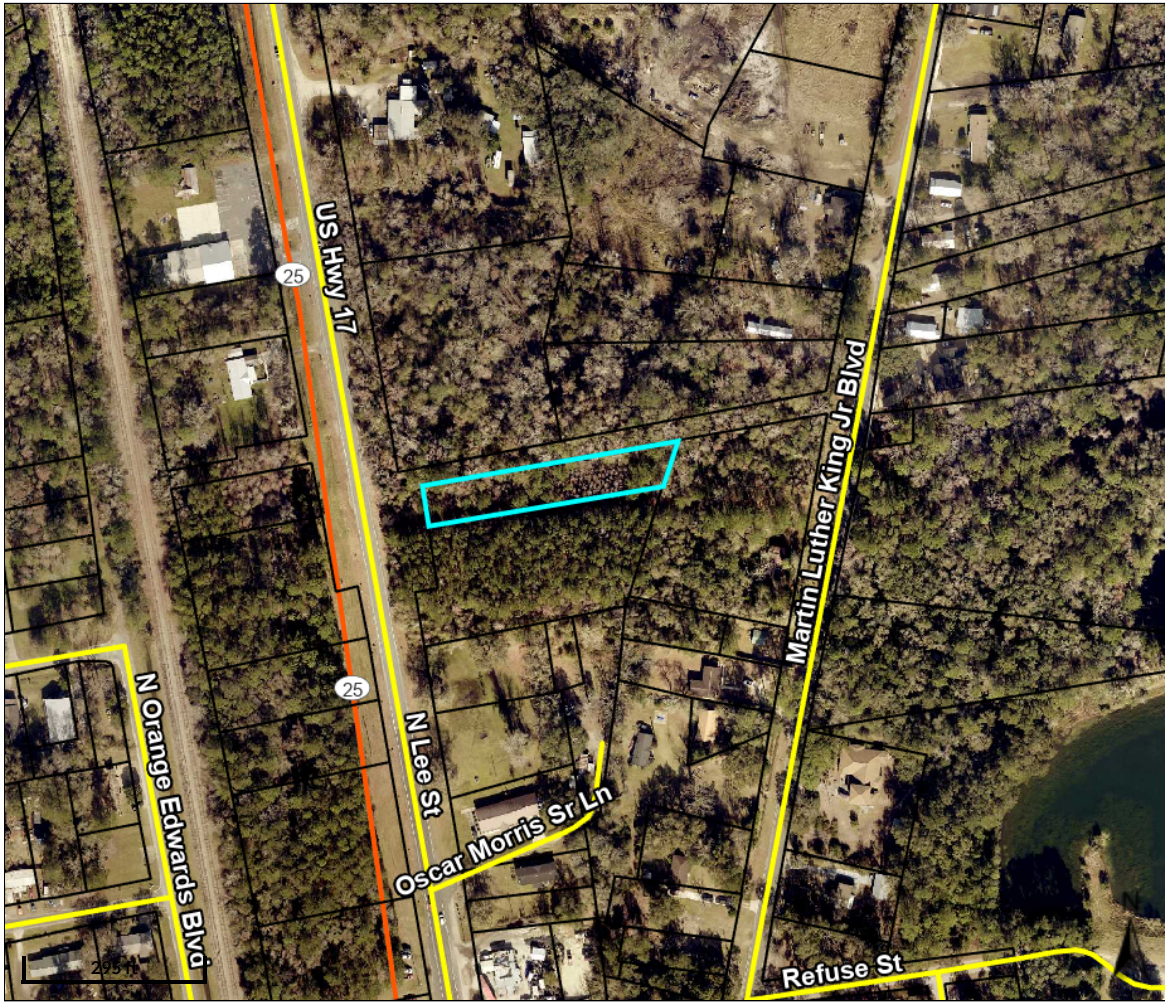
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F510, Closing Attorney Acting as Holder of Earnest Money Exhibit, Page 1 of 2, 01/01/26

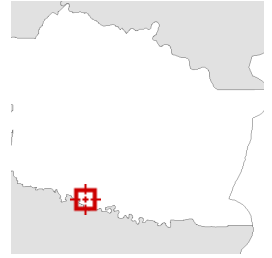
Closing Attorney: Yackel & Swick
Address: 202 Arnow Dr, St Marys, GA 31558
Phone Number: (912) 882-7881
Fax Number: _____
Email: preclosing@blairstrain.com

Buyer's Initials:  SH  VH

Seller's Initials:  CY



Overview



Legend

- Parcels
- Roads
- USA Major Highways**
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels**

Parcel ID	K08 01 019A	Owner	KINGSLAND-CITY OF	Last 2 Sales			
Class Code	Exempt		POST OFFICE BOX 250	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		KINGSLAND, GA 31548	6/17/2010	0	GV	U
	KINGSLAND	Physical Address	N LEE ST	8/3/2007	\$22500	NM	U
Acres	0.59	Assessed Value	Value \$38350				

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