

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this _____ day of November, 2023, by and between **Habersham County, Georgia, a subdivision of the State of Georgia, by and through its Board of Commissioners** (hereinafter "Seller"), and **Habersham County Board of Education, duly authorized under the laws of the State of Georgia** (hereinafter "Purchaser"). **This Agreement is subject to final approval by the Habersham County Board of Commissioners and the Habersham County Board of Education in separate public meetings notwithstanding the initial approval of the Chair each entity.**

WITNESSETH:

WHEREAS, Seller hereby agrees to sell and Purchaser hereby agrees to purchase that certain parcel of real property located in Habersham County, Georgia at **3116 Demorest-Mt. Airy Hwy, Demorest, Georgia, being Tax Parcel 109 003**, containing 6.50 acres, more or less (hereinafter referred to as "Property"),

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase Price. The purchase price shall be **TWO HUNDRED FORTY-NINE THOUSAND SIX HUNDRED and ZERO DOLLARS (\$249,600.00)**, payable in readily available funds at closing.

2. Earnest Money. Purchaser shall pay to Hunt & Taylor Law Group, LLC, Seller's legal counsel, the sum of \$1,000.00 within three business days of acceptance of the within Purchase and Sale Agreement as Earnest Money which shall be applied as part payment of the purchase price at the time the sale is consummated.

3. Closing and Closing Date. Closing to be consummated on or before December 31, 2023, at the law offices of _____.

4. Costs and Proration. All closing costs including, but not limited to, transfer tax, title search, intangibles taxes, closing attorney fees, recording fees and all other costs shall be paid by the Purchaser. Ad valorem taxes shall be prorated.

5. Access Period. Purchaser shall have full and complete access to the Property until November 30, 2023 in order to conduct any such appraisals, surveys, engineering plans or examinations, soil tests, borings, inspections or other examinations, mapping or testing of the Property as is determined appropriate by Purchaser. Purchaser shall promptly restore the Property to its condition on the date hereof after such tests and inspections, with Purchaser's agreement to restore the Property to survive any termination of this Agreement. Purchaser shall indemnify and hold Seller harmless from and against any other liens which may arise as a result of Purchaser's

activities on the Property. Purchaser's foregoing indemnity of Seller shall survive the Closing or any termination of this Agreement.

6. Conveyance. Seller agrees to convey marketable title to the said real property by Warranty Deed. For purposes of this Agreement, the term "Marketable Title" shall mean a title that is insurable by a national title insurance company reasonably acceptable to Purchaser, licensed to do business in the State of Georgia, subject to such standard exceptions as may be set forth in the body of such policy, all easements of record affecting or serving the Property, taxes not yet due and payable, road rights of way of record, and all matters disclosed by a current, accurate survey and careful inspection of the premises. The Purchaser shall have a reasonable time hereinafter but no less than 45 days in which to examine the title to the property and to furnish Seller with a written statement of objections affecting the marketability of the title to the Property.

7. Title. As set forth above, Purchaser shall cause a title examination to be made of the Property and Purchaser shall furnish Seller with a written report of any objections to title. Seller shall thereafter have until closing to cure any such defect or objections. If Seller does not cure such objections and remove or discharge any such defects or objections within the stated period, then Purchasers shall have the option to either (a) terminate this agreement, (b) extend the agreement for an additional 30 days or (c) accept the conveyance of title in its then existing condition.

8. Documents. Seller and Purchaser agree that such instruments as may be necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the same is consummated.

9. Broker Commission/Agency Statement. The parties acknowledge and warrant that no party, including any real estate broker was instrumental in bringing about this sale and that the negotiations for this Agreement were conducted by the parties hereto only via a governmental bidding process. Seller therefore hereby indemnifies the Purchaser against any claim of any person seeking a broker's commission through or on account of any acts of the Seller and will hold the Purchaser free and harmless from any liabilities and expenses in connection therewith. Likewise, the Purchaser therefor indemnifies the Seller against the claims any person seeking a broker's commission through or on account of any acts of the Purchaser and will hold the Seller free and harmless from any liabilities and expenses in connection therewith.

10. Property Sold "AS IS". The parties acknowledge and agree that the Property is sold "AS IS" and Seller has no obligation to make repairs, and further, Seller make no representation or warranties as to the condition of the subject Property.

11. Default.

- (a) In the event the closing does not take place due to any act of the Seller, Purchaser shall have the right of specific performance.

(b) In the event the closing does not take place due to the failure of Purchaser to close, Seller shall have the right to terminate this Agreement.

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

13. Possession. Possession of the Property shall be granted to Purchaser at closing.

14. Entire Agreement. This Agreement constitutes the sole and entire agreement among the parties hereto. No representation, promise, or inducement not included in this Agreement shall be binding upon any parties hereto. All obligations of Seller and Purchasers hereunder which are not performed at Closing shall survive the Closing of this transaction and shall not be merged in the warranty deed from Seller to Purchasers.

15. Successors. This Agreement shall bind and inure to the benefit of Seller and Purchasers and their respective heirs, executors, legal representatives, and successors.

16. Applicable Law. This Agreement shall be construed under the Laws of the State of Georgia.

17. Costs of Title Exam. In the event either party terminates this transaction, the terminating party shall be responsible for the costs of the title examination.

18. SPECIAL STIPULATIONS:

None.

SELLER:

**Habersham County, Georgia, by and
through its Board of Commissioners**

County Clerk

Ty Akins
Chairman

Telephone: 706-839-0200
Email: takins@habershamga.com

PURCHASER SIGNATURE FOLLOWS ON NEXT PAGE

PURCHASER:

Habersham County Board of Education

Secretary

Matthew Cooper
Superintendent

Telephone: 706-754-2118

Email: mcooper@habershamschools.com