

# AUCTION



## Sample Purchase Contract

204 +/- Acres Irwin County, Georgia  
1120 Reagan Road, Rebecca, Georgia

Online Only Auction  
Bidding Ends November 10, 2020  
Final Contract to Include a 10% Buyer's Premium



[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)



**2186 SYLVESTER HWY, SUITE 1  
MOULTRIE, GEORGIA 31768**

**CONTRACT FOR SALE OF REAL PROPERTY**

State of Georgia  
County of Irwin

Property Address: Tract(s) \_\_\_\_\_, \_\_\_\_\_ +/- Acres

The undersigned Purchaser, \_\_\_\_\_, agrees to buy, and the undersigned Seller, agrees to sell with Weeks Auction Group, Inc., a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property"). Time being of the essence, this sale shall be closed on or before Thursday, December 10, 2020.

The purchase price of said Property shall be \_\_\_\_\_ and NO/100 dollars (\$ \_\_\_\_\_) and is inclusive of the 10% Buyer's Premium (the "Purchase Price"). The Purchase Price shall be payable to the Seller in cash at Closing (as hereinafter defined) in immediately available funds. This Contract is not contingent upon Purchaser's ability to obtain financing of any kind.

Purchaser has paid to Weeks Auction Group, Inc., receipt of which is hereby acknowledged, \$ \_\_\_\_\_ (\$15,000.00 per tract) certified funds as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker, and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker or Escrow Deposit Holder (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker and Escrow Deposit Holder accordingly.

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Seller(s) initials \_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_

Seller warrants that Seller presently owns fee simple title to said Property subject to the Permitted Encumbrances (as hereinafter defined). At Closing, Seller agrees to convey title to said property by Warranty deed, as applicable, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said Property; (2) easements, rights-of-way, covenants, restrictions, encumbrances and other matters of record, if any; (3) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property, (4) taxes for the current year and all subsequent years; and (5) leases, other easements, other restrictions and encumbrances specified in this Contract, if any (collectively, the "Permitted Encumbrances"). In the event leases are specified in this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases.

The Purchaser shall have 10 days after acceptance of this Contract to examine title of Property and in which to furnish Seller with a written statement of objections affecting the marketability of said title. The title herein required to be furnished by the Seller shall be good and marketable, and that marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar of Association of the state in which the Property is located. Any defect in the title which does not impair marketability pursuant to said Title Standards, shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or other documents, if any, required by the applicable Title Standard to cure such defect. In the event curative work in connection with the title is required, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completion of necessary curative work but in no event shall such extension exceed 120 days from original closing deadline. If title is not marketable at expiration of said period, Purchaser shall have the option of (1) Accepting the title as is, or (2) Demanding a refund of the deposit and this Contract shall be null and void.

Should the Property be destroyed or substantially damaged as a result of a fire, storm or other casualty before the Closing Date, Seller shall immediately notify the Purchaser or Broker, after which the Purchaser may declare this Contract null and void and receive a refund of the earnest money deposited. In the event Purchaser elects not to void this Contract pursuant to this paragraph, then within five (5) calendar days after Seller receives notification of the amount of the insurance proceeds which Seller will receive as a result of said casualty, if any, Seller shall notify Purchaser of the amount of insurance proceeds and the Seller's intent to repair or not to repair said damage. Within five (5) calendar days of Seller's notification, Purchaser may (A) declare this Contract null and void and receive a refund of the earnest money deposited, or (B) proceed to Closing and receive such insurance proceeds as are paid to Seller on the loss resulting from said casualty if Seller has elected not to repair said damage.

Purchaser's earnest money deposit shall not be deposited in Broker's escrow account until such time as this Contract is accepted by all parties.

Neither Seller nor Broker make, nor have made, any warranties or representations as to the status of any oil, gas, or mineral rights pertaining to the Property. The Seller agrees to convey all its interest in any such oil, gas, or mineral rights, if any, to the Purchaser at closing. The conveyance of the Property shall be subject to any prior reservation or sale of such oil, gas, and mineral rights, if any.

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

Purchaser acknowledges that Purchaser has inspected the Property or has had the opportunity to do so and chose not to inspect the Property. Purchaser is relying solely on his own inspection and judgment and not on any representations, warranties or guaranties made by Seller or Broker in purchasing the Property. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation to make repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser. The provisions of this paragraph shall survive closing.

CONTRACT FOR SALE OF REAL PROPERTY

Seller('s) initials \_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_

Purchaser and Seller acknowledge and agree that the only Broker involved in the transaction contemplated herein as Seller's agent is Weeks Auction Group, Inc. Broker has acted as agent for the Seller in the transaction contemplated herein as disclosed in Exhibit "C" attached hereto. Broker has not acted as agent for the Purchaser.

This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract.

Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at Closing, and Closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing.

Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445.

Except as may otherwise be provided for in this Contract, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or by (D) the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Seller.

Seller and Purchaser hereby instruct the closing attorney to: (A) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code 1445; (B) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction, and comply with any other reporting requirements related thereto, and (C) unless otherwise provided herein, apply earnest money as a credit toward Broker's commission with any excess being paid to Seller at Closing.

This Contract is inclusive of the special conditions of sale contained in Exhibit "B" attached hereto and made a part of this Contract by reference. If special stipulations are in conflict with prior printed context of this Contract, then the special stipulations will govern this Contract.

This Contract and the Exclusive Auction Listing Contract between Broker and Seller constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

This contract may be executed without modification in counterparts by the undersigned parties via electronic (scanned) or facsimile signature and, when assembled, shall constitute a single binding agreement.

For all purposes in this Contract, an electronic signature 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 Contract with original signatures if requested to do so by any other party to this Contract.

[Intentionally Left Blank]

[Signatures on the Following Page]

CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials \_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_

The foregoing offer is ACCEPTED by the Seller on \_\_\_\_\_.

**PURCHASER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Facsimile #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Facsimile #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
A \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Facsimile #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY  
BY BROKER OR BROKER'S AFFILIATED LICENSEE:  
Weeks Auction Group, Inc. [GA R.E. Lic. #75323]**

By: \_\_\_\_\_  
As its: \_\_\_\_\_ GA R.E. Lic. # \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit "A"**

**Legal Description**

A tract of land lying and being situated in Land Lot 111 in the 3<sup>rd</sup> Land District of Irwin County, Georgia and being described as tract(s) \_\_\_\_\_ containing \_\_\_\_\_ ± acres according to an engineer's sketch attached to this contract as Exhibit " A2 ". And being all or a portion of that tract of land being more particularly described as follows:

**TRACT 1:**

Ninety Three and twenty-nine one-hundredths (93.29) acres, more or less, of land in Lot Number One Hundred Eleven (111) in the 3rd Land District of Irwin County, Georgia, described as BEGINNING at the southwest corner of said lot, and running thence along the west lot line north 1 degree 40 minutes West 1122 feet to a corner; thence along an established line south 86 degrees 30 minutes east 3338 feet to an established corner; thence along an established line south 24 degrees 55 minute east 1279 feet to the south original lot line; thence along the south lot line south 89 degrees 15 minutes west 3854 feet to the southwest corner of said land lot, the point of beginning.

All according to plat of same recorded in Plat Book 1, page 136, Clerk's Office Superior Court, Irwin County, Georgia, and being the same property conveyed by J. E. and F. L. McElmurray to William L. Terrell dated March 21, 1944, as recorded in Deed Book 16, page 271, Irwin County deed records.

**TRACT 2:**

86.40 acres of land in Lot No. 111 in the 3rd Land District of Irwin County, Georgia, bounded and described as follows: Commencing at the original northwest corner of said land lot, in the intersection of roads, and running thence along the north lot line North 89 degrees 25 minutes East 603 feet to a corner marked by a pine stake; thence south 1 degree East 496 feet to a corner marked by a pine stake; thence North 89 degrees East 726 feet to a pine stake corner; thence South 1 degree East 2640 feet to a corner marked by a pine stake; thence south 89 degrees West 1292 feet to an established corner on the west original lot line; thence along said lot line in public road North 1 degrees 40 minutes West 3134 feet to the northwest corner, the starting point. All as shown on plat of survey made by M. T. Henderson, Surveyor, dated January 1944, designated as Tract No. 1 of said survey, recorded in Office of Clerk of Superior Court, Irwin County, Georgia, in Plat Book No. 1, page 132.

**TRACT 3:**

Thirty Two and Seven-tenths (32.7) acres, more or less, of land in Lot Number 111 in the 3rd Land District of Irwin County, Georgia, described as follows: BEGINNING at the original northeast corner of said land lot and running thence along the north lot line in public road North 86 degrees 30 minutes West 2310 feet to a point; thence south 2 degrees 30 minutes East 1564 feet to a point, said point being the beginning of the description or the tract or land herein conveyed; thence South 2 degrees 30 minutes East 1564 feet to an established corner; thence along an established line North 86 degrees 30 minutes West 987 feet to a corner; thence long an established line North 2 degrees 30 minutes West 1282 feet to a corner; thence North 55 degrees East 191 feet, North 43 degrees East 104 feet, North 79 degrees East 402 feet, and South 89 degrees East 382 feet to the beginning point. All according to plat of survey thereof made by M. R. Lindsey, Surveyor, dated January 22, 1954.

**LESS AND EXCEPT**

1.0 acre of land in Land Lot Number 111 in the 3rd Land District of Irwin County, Georgia being more particularly described as follows: To obtain a point of beginning commence at the Northwest corner of said Land Lot No. 111 and run thence South 01 degree 40 minutes 00 seconds East 4018.43 feet along the center line of Reagan Road to a corner, being the POINT OF BEGINNING; thence run North 89 degrees 05 minutes 48 seconds East 504.82 feet to a corner; thence run South 02 degrees 59 minutes 40 seconds West 87.00 feet to a corner; thence run South 89 degrees 04 minutes 28 seconds East 497.75 feet to a corner in the center of Reagan Road; thence run North 01 degree 40 minutes 00 seconds West 87.00 feet along the center of Reagan Road to the point of beginning. As shown on Plat of Survey by James D. Weeks, Registered Surveyor, dated 9/17/02, recorded in Plat Slide A19B of the deed records of Irwin County, Georgia, reference to said plat being made hereto for the purpose of incorporating the same herein and making it a part of this description.

**LESS AND EXCEPT**

2 0 acres of land lying and situate in Land Lot No. 111 in the 3<sup>rd</sup> Land District of Irwin County, Georgia. and being more particularly described as follows: BEGINNING at the point where the West land lot line of said Land Lot No. 111 intersects the South right of way line of Georgia State Route No. 107 and run thence along said right of way line North 89 degrees 20 minutes 36 seconds East 253.27 feet to a corner, thence run South 01 degree 40 minutes 00 seconds East 344.01 feet to a corner; thence run South 89 degrees 20 minutes 36 seconds West 253.27 feet to a corner on the said West land lot line of said Land Lot No. 111; thence along the

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said West land lot line of said Land Lot No. 111 North 01 degree 40 minutes 00 seconds West 344.01 feet to the point of beginning. All as shown on that certain Plat of Survey by James D. Weeks, Surveyor No. 2111, dated February 21, 2013 and recorded on Plat Slide A53C1 in the office of the Clerk of Irwin County Superior Court Reference being made hereto for the purpose of incorporating the same herein and making it a part of this description.

LESS AND EXCEPT

All of that tract or parcel of land containing 2.75 acres lying and being in Land Lot No. 111 in the Third Land District of Irwin County, Georgia as shown on that certain plat of survey prepared by James D. Weeks, Georgia Registered Land Surveyor No. 2111, dated February 15, 2016, and recorded on Plat Slide A6TD1 in the office of Clerk of the Superior Court of Irwin County, Georgia which plat is incorporated herein by reference for a more complete and accurate description.

LESS AND EXCEPT

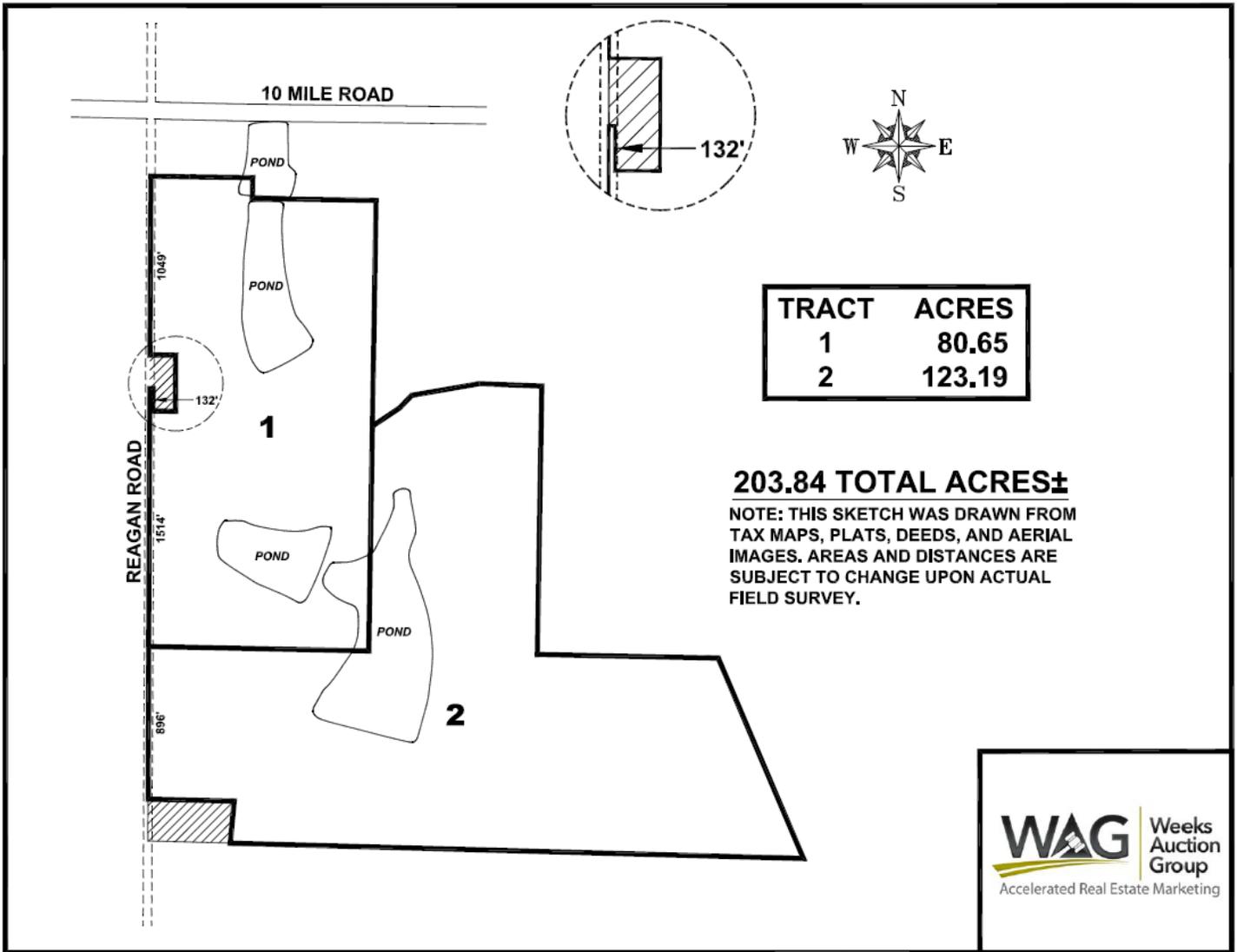
One acre in Land Lot No. 111 in the Third Land District of Irwin County, Georgia, and being more particularly described as beginning at a point located south 01 degrees 00 minutes 00 seconds east 1436 feet to the northwest corner of said land lot, and which point is the Point of Beginning of the tract described herein; thence north 88 degrees 57 minutes 05 seconds east 151 feet to a point marked by an iron pin; thence south 01 degrees 00 minutes 00 seconds east 330 feet to a point marked by an iron pin; thence south 89 degrees 00 minutes 00 seconds west 132 feet to a point marked by an iron pin; thence north 01 degree 00 minutes 00 seconds west 132 feet to a point marked by an iron pin; thence south 89 degrees 00 minutes 00 seconds west 19 feet to a point on the centerline of County Road No. 116; thence north 01 degree 00 minutes 00 seconds west 198 feet to the point of beginning; all as shown by plat prepared by M. Rhett Royal, Georgia Registered Land Surveyor, dated March 21, 1992, and recorded in Plat Book 11, page 217, in the office of the Clerk of the Superior Court of Irwin County, Georgia.

This instrument is subject to the right of way of said County Road No. 116 as shown on plat recorded in Plat Book 11, page 217, above referred to.

The above described property is the same property acquired by Stanley Evans and Marla Evans by warranty deed from Jimmy E. Ewing and Ginger D. Ewing (0.40 acre) dated September 28, 1979, and recorded in Deed Book 81, page 8, and warranty deed from Robert Bowen to Stanley Evans and Marla Evans (0.60 acre) dated April 29, 1988 and recorded in Deed Book 107, pages 794-795, deed records of Irwin County, Georgia.

Exhibit "A2"

Engineer's Sketch



CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials \_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_

**Exhibit "B"**

**Special Stipulations**

1. This sale will be closed by Warren L. Mixon at 108 North Cherry Street, Ocilla, GA 31774, (229) 468-5127. The closing attorney will charge the purchaser a closing fee of \$1,500.00 per cash transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
3. In the event the property sells divided a boundary survey will be made by Craig Bargstadt of True Point Surveying, 637 Pat Dixon Road, Hazlehurst, Georgia, (912) 551-9172, a land surveyor registered in the state of Georgia to perform a boundary survey of the property in accordance with the minimum technical requirements for the state of Georgia and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The surveyor will charge 36 cents per linear foot on all exterior lines and 18 cents per linear foot on all common lines between auction purchasers. The final sale price shall be determined by multiplying \$ \_\_\_\_\_/acre (contract price per acre) by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to the actual survey. All survey expenses will be paid by the Purchaser. For this fee, the surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. As used herein, the term "surveyed acreage" means the total gross acreage of the property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roads) easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense.
4. This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 323, Page 185 - 188 the office of the Clerk of Superior Court Irwin County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2025. As a part of this transaction, Purchaser shall assume and/or continue the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.
5. Possession of the property will be granted to the Purchaser at closing with the exception of all cultivatable land located on tracts 1 & 2 which are selling subject to an annual crop lease expiring on December 31, 2020 and possession will be granted at the expiration of the lease.

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6. If the property sells divided, agricultural bases and or payments (if any) shall be divided by the United States Farm Service Agency based upon their standard procedures and regulations.
7. The 2020 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
8. The property is being sold as-is where-is.
9. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.
10. This contract excludes all personal property located on the property.
11. This property is being conveyed by Trustee's Deed.
12. Possession of the property will be granted at closing.

SAMPLE

**Exhibit "C"**

**AGENCY / TRANSACTION BROKER**

This Exhibit sets forth the relationship of the Broker(s) to Purchaser and Seller for the purchase and sale of real property located at Tract(s) \_\_\_\_\_, \_\_\_\_\_ +/- Acres, Irwin County, GA with an Offer Date of November 10, 2020.

**BROKERAGE AND AGENCY**

Seller and Purchaser acknowledge that if they have entered into a client relationship with a Broker, that Broker has disclosed on a prior basis (1) the types of brokerage relationships offered by the Broker, (2) any other brokerage relationship which would conflict with the client's interest, and (3) the compensation of Broker and whether commissions would be shared with other Brokers.

Seller and Purchaser agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses and/or liabilities arising out of or related to the purchase and sale of the real property listed above, except those arising from Broker's intentional wrongful acts. No Broker shall owe any duty to Purchaser or Seller greater than is set forth in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq.

In this Exhibit, the term "Broker" shall mean a licensed Georgia real estate broker and the broker's affiliated licensees.

The relationship of the listing Broker and the selling Broker to the Purchaser and Seller is as specified below. Only the part of this Exhibit that is selected is part of the Offer for the purchase and sale of the real property listed above:

Listing Broker: {Select A or B below. The section not marked shall not be part of this Exhibit}

- X A. SELLER AGENCY: Listing Broker has entered into a client relationship with Seller.
- \_\_\_ B. DUAL AGENCY: Listing Broker has entered into a client relationship with Purchaser and Seller.

Selling Broker: {Select A, B, C, D, or E below. The section not marked shall not be a part of this Exhibit}

- \_\_\_ A. PURCHASER AGENCY: Selling Broker has entered into a client relationship with Purchaser
- \_\_\_ B. DUAL AGENCY: Selling Broker has entered into a client relationship with Purchaser and Seller.
- X C. SELLER AGENCY: Selling Broker has entered into a client relationship with Seller.
- \_\_\_ D. TRANSACTION BROKERAGE: Selling Broker has not entered into a client relationship with Purchaser or Seller.
- \_\_\_ E. SELLER SUBAGENCY: Listing Broker has entered into a client relationship with Seller and has appointed Selling Broker asit subagent.

If dual agency or transaction brokerage is selected above, the applicable disclosure below is incorporated herein. Otherwise, the disclosure(s) is not a part of this Exhibit.

**Dual Agency Disclosure**

Seller and Purchaser are aware of Broker's dual agency role and have determined that the benefits of Broker's role outweigh the detriments. Seller and purchaser have been advised (1) that in this transaction the Broker has acted as a dual agent, (2) that the Broker represents two clients whose interests may be different or adverse, (3) that as a dual agent, Broker may not disclose information made confidential by request of either client unless it is allowed or required to be disclosed and (4) that the clients do not have to consent to dual agency. The clients referenced above have voluntarily consented to dual agency and have read and understood their brokerage engagement agreements. The Broker and/or affiliated licensees have no material relationship with either client except as follows: \_\_\_\_\_

\_\_\_\_\_. A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Affiliated Licensee Assignment: The Broker has assigned \_\_\_\_\_ (Selling Licensee) to work with Purchaser and \_\_\_\_\_ (Listing Licensee) to work with Seller. Each shall be deemed to act for and represent exclusively the party to whom each has been assigned.

**Transaction Brokerage Disclosure**

Seller and Purchaser are aware that if they are not represented by a Broker they are each solely responsible for protecting their own interests. Seller and Purchaser acknowledge that the Broker may perform ministerial acts for either party as a Transaction Broker.

Selling Broker's Initials \_\_\_\_\_  
(or Broker's Affiliated Licensee)

Purchaser's Initials: \_\_\_\_\_ / \_\_\_\_\_

Listing Broker's Initials \_\_\_\_\_  
(or Broker's Affiliated Licensee)

Seller's Initials: \_\_\_\_\_ / \_\_\_\_\_

**CONTRACT FOR SALE OF REAL PROPERTY**

Seller('s) initials \_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_