AG16-337

AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR THE SALE AND PURCHASE OF REAL PROPERTY (this **"Agreement"**), is made this 29th day of February, 2016, by and between George Virginia Ruth Lord (**"Seller"**) and the City of Stockbridge (**"Purchaser**. The latest date for the execution of this Agreement by the Seller and Purchase set forth in the signature blocks below shall be inserted above and shall be the **"Execution Date."**

WITNESSETH: That,

WHEREAS, Seller owns those certain tracts or parcels of real property located in the Henry County, Georgia and more generally identified in the legal description, attached hereto as Exhibit "A" (the **"Land"**); and

WHEREAS, on the terms and conditions hereinafter set forth, Seller desires to sell the Land to Purchaser and Purchaser desires to buy the Land from Seller;

NOW THEREFORE, for and in consideration of TEN DOLLARS ($10.00) in hand paid by Purchaser to Seller and the mutual promises contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE 1.

Agreement to Sell and Buy; Purchase Price; Earnest Money

1.1 Land. Seller shall sell to Purchaser, and Purchaser shall buy from Seller the Land, together with any and all rights, benefits, privileges, easements, tenements and appurtenances thereon or in anywise appertaining thereto more generally identified in the legal description, attached hereto as Exhibit "A". (Notwithstanding anything herein to the contrary, the Land shall not include any streets or other rights-of way not owned by the Seller, and shall be delivered free of any structures or improvements.).

1.2 Purchase Price. The purchase price for the Land (the "Purchase Price") shall be Thirty Thousand Dollars ($30,000.00). On the Closing Date (as defined in Section 5.1 hereof), Purchaser shall pay the Purchase Price to Seller by bank wire transfer in funds available for immediate credit to Seller's account, as specified in instructions provided to Purchaser by Seller, on Closing Date.

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ARTICLE 2.

Title and Survey

2.1 Quality of Title. Seller shall convey to Purchaser good, marketable and insurable fee simple title to the Land by limited warranty deed, subject only to the Permitted Exceptions (as hereinafter defined). Evidence of delivery of such title shall be the issuance by and by a title agent (in such capacity, herein called the **"Title Insurer"**) of an owner's policy of title insurance, at the sole cost of the Purchaser, covering the Land in the full amount of the Purchase Price and subject only to the Permitted Exceptions (collectively, the **"Title Policy"**).

2.2 Title Examination and Objections.

2.2.1 On or before the date that is twenty (30) days after Execution Date, as later defined in Section 3.2.3 (the **"Title Objection Date"**), Purchaser shall have examined Seller's title to the Land and delivered to Seller (i) a copy of Purchaser's title insurance commitment issued by Title Insurer and (ii) written notice (herein called the **"Title Notice"**) advising Seller of which exceptions to title, including any exceptions disclosed by the Survey (as defined in Section 2.3 hereof) that are unacceptable to Purchaser. If Purchaser fails to deliver timely to Seller the Title Notice, then Purchaser shall be deemed to have waived such title objections. If Purchaser timely delivers to Seller the Title Notice, then Seller shall notify Purchaser on or before the date which is five (5) business days, excluding holidays, after the receipt of the Title Notice of its election to cure or not cure any such title objections that Purchaser made in the Title Notice ("**Sellers Title Objection Response Period**.") Any matter identified in the Title Notice shall be deemed to be cured if the Title Insurer is willing to affirmatively insure or endorse over such matter as part of the policy of title insurance issued to Purchaser at no added cost or premium to Purchaser. With the exception of undisputed monetary encumbrances the Seller shall not be obligated to cure any title objections. In all events, Seller shall satisfy or remove all undisputed monetary encumbrances (except taxes not yet due and payable) existing against the Land as of the Closing Date. Also, if Seller elects not to cure the title objections or fails to notify Purchaser of Seller's election to cure or not cure said objections, then Purchaser may at its option:

(a) Waive such title objections, in which event such title objections shall become part of the Permitted Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement; or

(b) Terminate this Agreement, upon which Purchaser shall promptly deliver to Seller copies of all reports, written summaries, work product and test results received by Purchaser or any of Purchaser's Representatives (as defined in Section 3.2.1 hereof) by Seller and/or developed by Purchaser with respect to the Land, including, without limitation, title reports, environmental studies, soil and geological studies, and surveys (collectively, the **"Reports"**); *provided however*, Purchaser shall not be required to deliver internal, proprietary information or reports prepared by Purchaser or Purchaser's attorneys with respect to Purchaser's intended use or purchase of the Land.

That date which is 10 days after 1) the expiration of the Title Objection Date without Title Notice or 2) Seller's Title Objection Response Period, whichever last occurs shall be the "**Title Completion Date**."

2.2.2 Subject to Purchaser's right to examine and review title to the Land in accordance with Section 2.2.1 hereof, Seller agrees to convey the Land to Purchaser subject to the following matters, and no others, which are herein referred to as the **"Permitted Exceptions"**:

(a) any matters of public record that either are not objected to in the Title Notice and timely delivered to Seller as provided in Section 2.2.1 hereof, or if so objected to by Purchaser, are those which Seller has elected or is deemed to have elected not to remove or cure and subject to which Purchaser has elected to accept the conveyance of the Land; and

(b) the lien of all ad valorem real estate taxes and assessments (both general and special) not yet due and payable as of the Closing Date (as hereinafter defined), subject to proration and adjustment as herein provided.

2.3 No Further Conveyances, Encumbrances, Etc. During the pendency of this Agreement, until the earlier of Closing or termination of this Agreement and except for (a) any utility easements which Seller may grant with the consent of Purchaser, which consent Purchaser shall not unreasonably withhold, condition, or delay; or (b) any easements or other conveyances or encumbrances required or permitted to be made by Seller pursuant to this Agreement (any item set forth in clause (a) or (b) above, herein called a **"Transfer"**), Seller shall not convey, transfer, lease, mortgage or otherwise encumber the Land, any interest therein or any part thereof without the prior written consent of Purchaser.

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ARTICLE 3.

Inspection of the Land

3.1 Inspection Period. Purchaser has until the date that is thirty (30) days after the Execution Date (such period herein called the **"Inspection Period"**) in which to make such due diligence inspections, tests and assessments of the Land as Purchaser may reasonably require, subject to the provisions and limitations set forth in this Article 3 (the **"Purchaser Activities"**).

3.2 Purchaser's Right to Inspect.

3.2.1 Purchaser and Purchaser's agents, representatives, contractors and consultants (the **"Purchaser Representatives"**) may enter upon the Land during the Inspection Period to undertake the Purchaser Activities, including, without limitation, to survey and inspect the Land and to conduct soil tests and other geological, engineering, or landscaping tests or studies, all at Purchaser's sole cost and expense provided, that (a) Purchaser's Representative shall inform Seller by telephone call to Pamela Ray, at 770-898-0104 or his designee prior to any such entry onto the Land, and (b) if Seller so chooses, a representative of Seller may accompany such party during its entry upon the Land. Such inspections, assessments and tests shall not damage the Land nor shall they be unreasonably invasive, and shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Purchaser shall promptly provide to Seller copies of any and all results, reports and information related to or resulting from such investigations, tests or studies, *provided, however*, Purchaser shall not be required to deliver internal, proprietary information or reports prepared by Purchaser or Purchaser's attorneys with respect to Purchaser's intended use or purchase of the Land.

3.2.2. To the extent permitted by law, Purchaser shall indemnify, hold harmless and defend Seller, its partners and their respective officers, directors, shareholders, agents and employees (collectively, the **"Indemnitees"**) from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs) of whatsoever nature that may be incurred by the Indemnitees, or any of them, and arising out of or in connection with personal injury or death of persons whomsoever, loss, destruction or damage to property whatsoever, or any liens or claims thereof filed against the Land, where any such personal injury, death, loss, destruction, damage, lien or claim thereof results directly and solely from the acts or omissions of the Purchaser Representatives or any of them in exercising Purchaser's rights under this Article 3. The foregoing agreement of Purchaser to indemnify, hold harmless and defend Indemnities shall apply only to claims made against any of Indemnities prior to the expiration of the two (2) year period from the date of Closing or termination whichever is earliest. This Section shall survive the consummation, rescission, revocation or termination of this Agreement.

3.2.3 Notwithstanding any provision of this Agreement to the contrary, in the event that Purchaser determines in Purchaser's sole discretion during the Inspection Period that the Land is unsuitable for its intended use or that Purchaser desires to terminate this Agreement for any other reason, then Purchaser may terminate this Agreement at any time on or before the last day of the

Inspection Period, by delivering to Seller written notice of such termination. If Seller fails to receive such notice prior to 5:00 p.m. (Atlanta, Georgia local time) on or before the last day of the Inspection Period, then Purchaser's right to terminate this Agreement pursuant to this Section 3.2.3 lapses and expires, and this Agreement remains in full force and effect. If Seller receives such notice prior to 5:00 p.m. on or before the last day of the Inspection Period, then this Agreement is thereby terminated and the parties will have no further rights, obligations or duties under this Agreement. The expiration of the inspection period without notice from the Purchaser that it is exercising its rights hereunder to terminate the Agreement shall be the **"Inspection Completion Date."**

3.3 Independent Evaluation. Purchaser acknowledges that its valuation of and decision to purchase the Land is based upon its own independent expert evaluations of such facts and materials deemed relevant by Purchaser and its agents. To the extent deemed necessary or desirable by Purchaser, Purchaser (i) has or will conduct its own investigations of the Land; (ii) has or will investigate any applicable restrictions, covenants, easements, conditions, zoning laws and regulations, building codes and regulations, environmental matters, and other and land use laws, ordinances and regulations affecting the Land; (iii) has or will make inquiries, inspections, tests, audits, studies and analyses in connection with purchasing and developing the Land; and (iv) has or will review any other information deemed necessary or desirable by Purchaser in making its decision to purchase the Land.

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ARTICLE 4.

RESERVED.

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ARTICLE 5.

Closing

5.1 Closing Date and Place. Provided that this Agreement has not been terminated by the Purchaser or Seller as otherwise allowed in this Agreement, the consummation of the sale and purchase of the Land under the terms of this Agreement (the **"Closing"**) shall occur at Stockbridge City Hall no later than March 31, 2016 or such earlier place or date as the Seller and Purchaser mutually agree (the "Closing Date").

5.2 Conditions to Closing. In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Purchaser, on the other hand, to consummate the transactions contemplated hereunder shall be conditioned upon the satisfaction of the following matters on or before Closing:

5.2.1 The other party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date; and

5.2.2 As of the Closing Date, the other party shall have performed all of its obligations which are required to be performed before and as of the Closing Date and all deliveries to be made at or before Closing shall have been tendered.

So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing Date, such party may, in its sole discretion, terminate this Agreement by delivering written notice to the other party, or elect to close, notwithstanding the non-satisfaction of such condition, in which latter event such party shall be deemed to have waived any such condition. In the event such party elects to close, notwithstanding the non-satisfaction of such condition, there shall be no liability on the part of the other party hereto for the failure to satisfy any condition precedent to the other party's obligation to close. Nothing in the foregoing shall relieve a party from any liability it would otherwise have if the intentional failure of a party to satisfy a condition also constitutes a default by such party hereunder.

Promptly upon any termination of this Agreement pursuant to this Section for any reason other than the default of either party, Purchaser shall promptly deliver copies of the Reports pursuant to 2.2.1 (b) to Seller and the parties will have no further rights, obligations or duties under this Agreement.

5.3 Closing. The following shall occur at Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

5.3.1 Seller shall execute in recordable form and deliver to Purchaser a limited warranty deed (the **"Deed"**) conveying title to the Land with the legal descriptions delineated on the vesting deed into the Seller, subject only to the Permitted Exceptions. Seller agrees that in the event Purchaser shall obtain a survey of the property which reflects material differences from the vesting deed into the Seller, Seller shall also execute in recordable form and deliver to Purchaser

a quit claim deed (the **"Quit Claim Deed"**) conveying title to the Land with the legal descriptions delineated on such survey.

5.3.2 Reserved.

5.3.3 Purchaser shall pay to Seller the Purchase Price.

5.3.4 Seller and Purchaser shall execute a closing or settlement statement consistent with this Agreement.

5.3.5 Seller and Purchaser shall execute the State of Georgia Transfer Tax Declaration Form and other documents or items as required by Georgia law. The parties anticipate that the transaction will be exempt from the Georgia transfer tax pursuant to the provisions of O.C.G.A. Section 48-6-2 (a).

5.3.6 Seller and Purchaser shall each deliver to the other evidence of their respective authority to execute and deliver this Agreement and any and all other documents required hereunder.

5.3.7 Seller shall cause to be executed and delivered to Purchaser an affidavit or affidavits of a duly authorized officer or officers of Seller stating, to the best of such officers' knowledge, that: (i) there are no boundary disputes affecting the Land; (ii) the Land is free and clear of all defects in or encumbrances on title other than the Permitted Exceptions, (iii) no improvements or repairs have been made on the Land by Seller within ninety-five (95) days prior to Closing, or if such improvements or repairs have been made, all costs with respect thereto have been or will be paid in full, (vi) there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against Seller which affect title to the Land, (v) there are no persons or other parties in possession of the Land who have a right or claim to possession extending beyond the Closing Date; and (vi) Seller has not retained the services of or otherwise dealt with any broker or salesperson so as to give rise to any claim for a brokerage commission or fee with respect to the sale of the Land to Purchaser under this Agreement.

5.3.8 Seller and Purchaser shall execute and/or deliver, as applicable, such other documents, certificates, instruments and the like, as may be (i) required under this Agreement or (ii) reasonably acceptable to the executing party and reasonably necessary or helpful to carry out their respective obligations under this Agreement with respect to the Closing.

5.3.9 Prorations; Expenses of Closing. Seller and Purchaser shall prorate ad valorem taxes, if any, for the Land for the year of Closing as 11:59 p.m. on the date that is the day before the Closing Date based on the most current tax bills for the Land, with Purchaser's prorated share being based upon the acreage of the Land (in any case where the tax bill contains more property than is within the Land). Seller shall pay Seller's attorney's fees. Purchaser shall pay Purchaser's attorneys' fees, title insurance premium and examination fees, the costs and expenses incurred with respect to Purchaser's Activities, and any other costs and expenses incurred by Purchaser in connection with this transaction.

ARTICLE 6.

Remedies

6.1 Seller Default. If the sale and purchase of the Land as contemplated by this Agreement is not consummated solely because of Seller's default hereunder, then Purchaser shall have the right, in its sole discretion, to terminate this Agreement or to seek specific performance of this Agreement. In the event of termination, the parties hereto shall have no further rights, obligations or duties under this Agreement. In no event shall Purchaser be entitled to nominal, consequential, indirect, punitive or other money damages under this Agreement.

Purchaser shall be entitled to a refund of the Earnest Money in the event of termination of this Agreement.

In the alternative, in lieu of terminating the Agreement, Purchaser shall be entitled to seek specific performance of this Agreement against Seller.

6.2 Purchaser Default. If the sale and purchase of the Land as contemplated by this Agreement is not consummated solely because of Purchaser's default hereunder, then Seller shall have the right to terminate this Agreement and thereupon Purchaser shall promptly deliver copies of the Reports provided to Purchaser by Seller, and any Reports which do not contain proprietary information or reports prepared by Purchaser or Purchaser's attorneys with respect to Purchaser's intended use or purchase of the Land, to Seller. Further, all parties hereto shall have no further rights, obligations or duties under this Agreement. In no event shall Seller be entitled to nominal, consequential indirect, punitive or other money damages under this Agreement.

Purchaser shall not be entitled to a refund of the Earnest Money in the event of Purchaser's default of this Agreement. In the alternative, in lieu of terminating the Agreement, Seller shall be entitled to seek specific performance of this Agreement against Purchaser.

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ARTICLE 7.

Representations and Warranties

7.1 Seller's Representations, Warranties and Covenants. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller hereby warrants and represents to Purchaser as follows:

7.1.2 Organization and Authority. Seller has been duly organized and validly exists as a municipal corporation under the laws of the State of Georgia. Seller has full power and authority to sell and convey the Land. This Agreement and all of the documents to be delivered by Seller at the Closing have been and will be authorized and properly executed and delivered by Seller and are and will constitute the valid and binding obligations of Seller, enforceable in accordance with their terms subject to bankruptcy, insolvency, reorganization and other laws of general application affecting the enforcement of the rights or remedies of creditors generally.

7.1.3 Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or binding on Seller which is in conflict with this Agreement. There is no claim, condemnation action or proceeding presently pending that may adversely affect the transaction contemplated by this Agreement, title to the Land or Seller's ability to execute, deliver or perform under this Agreement.

7.1.4 Environmental. Notwithstanding anything contained in this Agreement to the contrary, Purchaser agrees and acknowledges that Seller is selling the land as is, with all faults and without any warranty whatsoever as to the condition of the land. Except as otherwise set forth in information provided to Purchaser, to Seller's best information, Seller has received no written notification that any governmental or quasi-governmental authority has determined that there are any violations of environmental statutes, ordinances or regulations affecting the Land. To Seller's knowledge, there are no Hazardous Substances present at or on the Land. For purposes herein, "Hazardous Substances" means any chemicals, pollutants, contaminants, wastes, toxic substances, or petroleum products defined in, governed under, or regulated pursuant to any applicable federal, state, or local laws or regulations relating to pollution, the protection of human health, or environment.

7.15 Bankruptcy. Seller is solvent and has not made a general assignment for the benefit of creditors nor been adjudicated a bankrupt or insolvent, nor has a receiver, liquidator or trustee for any of Seller's properties 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.

7.16 Survival of Seller's Representations and Warranties. The representations and warranties of Seller set forth in this Section 7.1 shall survive Closing for a period of one year. No claim for a breach or any representation or warranty of Seller shall be actionable or payable unless written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller prior to the expiration of said one year and an action shall have

been commenced by Purchaser against Seller within two years of Closing Date. Purchaser agrees to first seek recovery under any insurance policies prior to seeking recovery from Seller, and Seller shall not be liable to Purchaser if Purchaser's claim is satisfied from such insurance policies.

7.17. Full Disclosure. None of the representations of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made.

Seller, based upon information and belief, has fully disclosed all material information relating to Hazardous Substances it has with respect to the Land.

Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

There are no real estate or brokerage commissions payable in connection with the transactions contemplated by this Agreement to any party claiming through Seller, or arising out of the actions of Seller.

There are no pending or, based on Seller's information and belief, threatened claims for labor performed, materials furnished, or services rendered in connection with constructing, improving, or repairing the Land with respect to which liens may or could be filed against the Land.

Seller has paid or will pay prior to the Closing, in the ordinary course of Seller's business, all bills and other payments due in connection with the ownership, operation, construction, repair, and maintenance of the Land.

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

7.2.1 Organization and Authority. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement, and to consummate or cause to be consummated the sale. This Agreement and all of the documents to be delivered by Purchaser at or before the Closing have been and will be authorized and properly executed and are and will constitute the valid and binding obligations of Purchaser, enforceable in accordance with their terms subject to bankruptcy, insolvency, reorganization and other laws of general application affecting the enforcement of the rights or remedies of credits generally.

7.2.2 Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser's knowledge which is binding on Purchaser or in conflict with this Agreement. There is no action or proceeding pending or to Purchaser's knowledge, threatened, against Purchaser or which challenges or impairs Purchaser's ability to execute or perform its

obligations under this Agreement which could adversely impact Seller and Purchaser's ability to consummate sale of Land contemplated by this Agreement.

7.2.3 Solvency. No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or, to the best of Purchaser's knowledge, threatened against Purchaser, and Purchaser has no present intention of filing or commencing any such action or proceeding.

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ARTICLE 8.

Reserved.

ARTICLE 9.

Brokers

9.1 Commissions. Seller and Purchaser each hereby represent and warrant to the other that, it has not employed, retained, or consulted any broker, agent, or finder in carrying on the negotiations in connection with this Agreement or the purchase and sale referred to herein, and Seller and Purchaser each hereby indemnify and agree to hold the other harmless from and against any and all claims, demands, causes of action, debts, liabilities, judgments, expenses and damages (including court costs and reasonable attorneys' fees in connection with the enforcement of this indemnity) which may be asserted or recovered against the indemnified party on account of any brokerage fee, commission, or other compensation arising by reason of the Indemnitor's breach of this representation and warranty. The terms of this Section shall survive the Closing or any termination, cancellation, or rescission of this Agreement.

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ARTICLE 10.

Miscellaneous

10.1 Notices. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Seller:

To Purchaser: City of Stockbridge
City Manager
4640 North Henry Boulevard
Stockbridge, GA 30281
Phone: (770) 389-7900
Fax: (770) 389-7912

Any address or name specified above may be changed by notice given to the addressee by the other part in accordance with this Section 10.1. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

10.2 Assignment. College Park Business and Industrial Development Authority may not assign any part of its interest as Purchaser in this Agreement.

10.3 Binding Effect. The provisions of this Agreement are binding upon and inure to the benefit of Purchaser and Seller.

10.4 Time of Essence. Time is of the essence in complying with the terms, conditions and provisions of this Agreement.

10.5 Cumulative Rights; No Waiver. Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

10.6 Entire Agreement; Amendments. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties hereto and no representation inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. No amendment to this Agreement is binding on any of the parties to this Agreement unless such amendment is in writing and executed by Purchaser and Seller.

10.7 Construction. This Agreement shall be construed and interpreted under the laws of the State of Georgia. The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement take by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law.

10.8 Survival. Except as expressly set forth to the contrary in this Agreement, the covenants reservations, agreements, representations and warranties of Seller and Purchaser contained herein shall merge into the various documents executed and delivered at Closing and do not survive the Closing.

10.9 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

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

10.11 No Memorandum. Purchaser has not, and shall not file any memorandum, short form, or other notice of this Agreement in any public real estate records in any form, including, without limitation, any filing as an exhibit or addendum to another document.

10.12 Third Parties. This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status.

10.13 Exhibits. All of the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

10.14 Litigation. In the event of any litigation arising out of or connected in any manner with this Agreement, the non-prevailing party shall pay the costs of the prevailing party, including such prevailing party's reasonable attorney and paralegal fees and expenses incurred in

connection therewith through and including the costs of any appeals and appellate costs relating thereto. This provision shall survive the Closing and not be merged in the documents executed at Closing.

10.15 Calculation of Time Periods. Whenever this Agreement calls for or contemplates a period time for the performance of any term, provision or condition of this Agreement, unless specified otherwise, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday or other non-business day; provided, however, if the last day of any such time period shall happen to fall on a Saturday, Sunday or public holiday under the laws of the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Seller and Purchaser executed this Agreement for the Sale and Purchase of Real Property under seal as of the day and year first above written.

SELLER:

Virginia Ruth Lord George

GEORGE, VIRGINIA RUTH LORD

Date: _____

SIGNATURE PAGE
PURCHASE AGREEMENT
(175 Burke Street)

PURCHASER:

CITY OF STOCKBRIDGE

By: _____
ANTHONY S. FORD, Mayor Pro Tem

Date: 2/23/2016

_____
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

_____
MICHAEL WILLIAMS, City Attorney

SIGNATURE PAGE
PURCHASE AGREEMENT
(175 Burke Street)

EXHIBIT "A"

That certain parcel designated as Tax ID # S18-05001000, according to the system of numbering tax parcels in Henry County, Georgia, also known as 175 Burke Street, according to the system of numbering streets in Henry County, Georgia.

[Metes and bounds legal description to be provided at closing.]