

Matre Forestry Consulting, Inc.

2549 Lafayette Plaza Dr

Suite 204

Albany GA 31707

Office (229) 639 4973 Fax (229) 255 2910

www.matreforestry.com



8/23/2018

Re: Land & Timber Sealed Bid Sale Prospectus

Dear Land & Timber Buyers,

On behalf of Mr. Ken Williams, we are pleased to invite you to bid on the following land & timber sale:

- Location/Access: **Atkinson County GA**, on the east side of paved road Axson Rd. +-3 miles north northwest of Axson GA, or +-6.75 miles northeast east of Pearson GA. There is a good woods road providing truck access to the property interior.
- Sale Description: **+101.09 acres of land and timber is being offered for sale by sealed bid. The Matre Forestry sealed bid process is a simple and transparent process where bidders are welcome to attend the bid opening in person.** The timber consists of +-75 acres of well stocked 1994 Planted Slash Pine (never thinned), and the balance is natural timber (some natural ponds with scattered cypress and some upland mature pine (longleaf) and hardwood (oak)). See attached timber cruise report. According to NRCS soil maps, the dominant upland soil is Rigdon Sand & Leefield Loamy Sand with a Base Age 50 Site Index of +-84 for natural Slash Pine. Our estimate of Site Index at Base Age 24 for Planted Slash is 67.4' (currently at age 24, the average codominant and dominant pine is +-67.4' tall). See attached soil maps for more soil information. The property is an excellent timber and hunting property located in one of the best timber markets in the south, and has good potential for conversion to agriculture (pasture, blueberries, row crops, etc.). Many of the parcels in the area with similar soils are in both productive timberland and farmland. For interactive map see <https://www.matreforestry.com/land-bid-sales.html>
- Type of Sale: Lump Sum sealed bid sale for the land and the timber.
- Timber Volume Estimate: See attached timber cruise reports.
- Disclaimer: *The timber estimates, acreages, soil types, and all other information is provided as a courtesy and is not guaranteed. It is understood that bidders rely on their own inspections of the property and the timber for the computation of the bid price.*
- Property Legal Information: See attached deed. Atkinson County Parcel 0030 008; LL 345 6TH DIST
- Showing: You may inspect the property at your convenience. Please contact Matre Forestry if you would like us to show you the property. Matre Forestry nor the seller is liable for any injuries that may occur while inspecting the property.
- Contract: See attached sample Land Purchase & Sale Agreement contract.
- Bid Instructions: See attached bid form for bid instructions.
- Bid opening time and location: 10:00 AM on Thursday October 11th, 2018 at the Matre Forestry office located at: 2549 Lafayette Plaza Suite 204 Albany GA 31707. If you cannot attend the bid opening you can email, fax, or mail your bid in prior to the sale. Please verify that we received your bid prior to the bid opening.
- Closing: The closing shall take place no later than 30 days after bid acceptance, assuming clear title.

- The seller reserves the right to reject all bids. A “minimum recommended bid to accept” will be sealed by Matre Forestry and opened at the bid opening if the highest bid does not equal or exceed the minimum. In the event the high bidder does not meet the minimum, Matre Forestry will attempt to negotiate an acceptable price with the high bidder. If an agreeable price cannot be met with the high bidder, we will then negotiate with the 2nd place bidder, and so on. If no agreeable price is met, a “no sale” will be declared and Matre Forestry will then put the property on the open market for sale.
- The property is being sold as is where is for cash. There is a seller disclosure statement attached. The buyer may elect to finance the purchase, but the bids are not contingent on financing. The showing period prior to the bid opening is the due diligence period. The seller has provided a Seller Disclosure Statement and a new timber cruise, and they are attached.
- Agency Disclosure: Matre Forestry is representing the seller.
- There is no buyer's premium. The price you submit will be the purchase price if your bid is accepted.
- The property was enrolled in the 10 Year Conservation Use Assessment (CUA) in 2016, and expiring 12/31/2025. The buyer agrees to assume this agreement and pay all penalties and cost for breaking the agreement should the buyer break the agreement after taking ownership. As we understand it, CUA is a program that lowers property taxes, and the owner agrees to not develop the property for higher and better use. Some subdivision to smaller acreage is generally allowed as long as the divided parcels continues the CUA. Making personal improvements such as building a home or barns or ponds, etc. is permissible. Agriculture, forestry, and hunting is allowed. Developing into a Higher and Better Use such as a residential neighborhood for example is not allowed under CUA. For more information see <https://dor.georgia.gov/conservation-use-assessment-information> .
- The property tax in 2017 was \$552.39. There are no known back taxes associated with the property.

NOTE: To make sure you receive invitations to bid on future land or timber sales, please sign up for the Matre Forestry newsletter at <https://www.matreforestry.com/newsletter.html> .

We appreciate your interest in the sale. Please contact us if you have any questions, or if you would like us to show you the property. We hope to see you at the bid opening, but if you cannot make it, please get your bid to us prior to the bid opening.

Sincerely,

Mike Matre, ALC, ACF, RF
 President, Matre Forestry Consulting, Inc.
 Georgia & Alabama Registered Forester (GA# 2486, AL# GA2486)
 Georgia & Alabama Licensed Real Estate Broker
 Mobile (229) 869-1111
mike@matreforestry.com



Established in 1999, Matre Forestry Consulting, Inc. of Albany, Georgia is a full service forestry consulting company and real estate brokerage. On behalf of our clients, our services include timber sales & management, land sales and acquisitions, timber inventories/cruising, appraisals, marking, prescribed burning, reforestation, GPS & GIS mapping, investment & market analysis, contract forestry services, wildlife habitat improvement, and hunting plantation development.

Enclosures:

- Property Overview
- Pictures
- Maps (location, timber, and soil)
- Timber cruise
- Area Forest Product Mills
- Atkinson County GA Agriculture Economy Information
- Deed
- Plat
- Property tax bill (paid)
- Conservation Use Assessment (CUA)
- Seller Disclosure Statement
- Sample Land Purchase Sale Agreement contract
- Registration Form
- Bid Form
- Buyer Broker Participation Form



www.matreforestry.com , 2549 Lafayette Plaza Dr Ste 204, Albany GA 31707, 229-639-4973

PROPERTY OVERVIEW
+ -101.09 ACRE (by deed) KEN WILLIAMS TRACT
ATKINSON COUNTY GA
OFFERED BY SEALED BID
At 10 AM on October 11th, 2018 at the Matre Forestry office

THE MATRE FORESTRY SEALED BID PROCESS: Matre Forestry has developed a simple and transparent competitive sealed bid process for the liquidation of land and timber. Provided to prospective bidders is a complete property information package with thorough property information including a timber cruise, timber, soil maps, and a seller disclosure statement. Simple to understand bid participation forms are provided in the package. Best of all, for transparency, we allow bidders to attend and witness the bid opening. If you can not attend, you can email or mail or fax your bid in. Contact us anytime to with questions or to have the property shown.

NARRATIVE PROPERTY DESCRIPTION: This fine timber property is located in one of the best timber markets in the south. There are +-75 acres of heavily stocked unthinned 24 year old planted slash pine, +-5 acres of mature Upland Mature Pine Hardwood Mix, and the balance is several natural ponds with scattered cypress and gum (see attached timber cruise). The property has fertile soil, much of which has good potential for conversion to agriculture (see soil maps). The surrounding area has a nice mix of productive timberland and farmland. In addition to the staples of cotton and peanuts and cattle, Atkinson County is also a producer of pecans and blueberries and other specialty crops. Atkinson County also produces some of the best hunting in south central and southeast Georgia. With +-1440' of paved road frontage on Axson Road, the property divides well. Unlike most parcels in the area with a high percentage of wet bottomland, only 18% of this property is wet bottomland. That is a full +-82% operable for planted pines and potentially agriculture. Atkinson County GA has an average NCCPI soil rating of 41.2, yet the Williams Tract has a rating of 45.8. The estimated Site Index at Base 25 is 70' for the current +-75 acre Planted Slash stand. If clearcut and replanted with modern seedlings and competition control, the site index will be even better.

It is a misconception that you need millions of dollars to make a sound land investment, and this opportunity to purchase just +-101.09 acres of productive land proves it. Please review the entire property package, and contact us anytime with questions, or to have the property shown. Mark the date: Bid Opening 10 AM 10/11/2018 at the Matre Forestry office in Albany GA.

DISCLAIMER: All information is believed to be reliable and from reliable sources, but the information is not guaranteed.

NOTICES: You may inspect the property at your convenience, we just ask that you contact us prior to entering the property, or to schedule a showing. Matre Forestry nor the seller is not liable for any injuries that may occur while inspecting the property. Inspect at your own risk, and use caution.

LISTING BROKER: Matre Forestry Consulting, Inc. of Albany GA. Established in 1999, Matre Forestry assists clients with land sales, acquisitions, and management. Contact us today. Licensed in GA & AL.

LISTING AGENT: Mike Matre, Broker, Accredited Land Consultant, Association of Consulting Foresters. 229-869-1111 mike@matreforestry.com

Page 2 of 2 of the property overview

PRIMARY USE: Timber, Hunting

PROPOSED/POTENTIAL USE: Timber, Hunting, Farming, Subdividing

LEGAL DESCRIPTION: Parcel 0030 008; Land Lot 345 of the 6th Land District

ZONING: Ag/Timber

TEMPORARY CONSERVATION USE ASSESSMENT: Under the temporary (10 Year) Conservation Use Assessment (CUA), expiring 2025

ESTIMATED ANNUAL PROPERTY TAX: \$552

CURRENT ANNUAL FARM RENT: N/A

IMPROVEMENTS: Woods road, firebreaks

ESTIMATED TIMBER VALUE: See attached timber cruise

HUNTING: Deer, hogs, turkey, ducks

CROP BASIS: N/A

SOILS: See soil map

WATER RESOURCES: There are 5 natural ponds totaling +-17.9 acres on the property. The ponds have scattered cypress and gum.

TOPOGRAPHY: Flat

LOCATION/ACCESS: +-3 miles north northwest of Axson GA with +-1440' of road frontage on paved Axson Rd. There is a woods road on the property.

Pictures taken 8/21/2018 by Matre Forestry

Williams Tract, +-101.09 acres Atkinson County GA



Above, +-1440' paved road frontage on Axson Rd



Above, 1994 Pines, never thinned



Above, 1994 Pines, never thinned



Above left, 1994 Pines, never thinned. Above right, cypress pond



Above left, 1994 Pines, never thinned. Above right, cypress pond



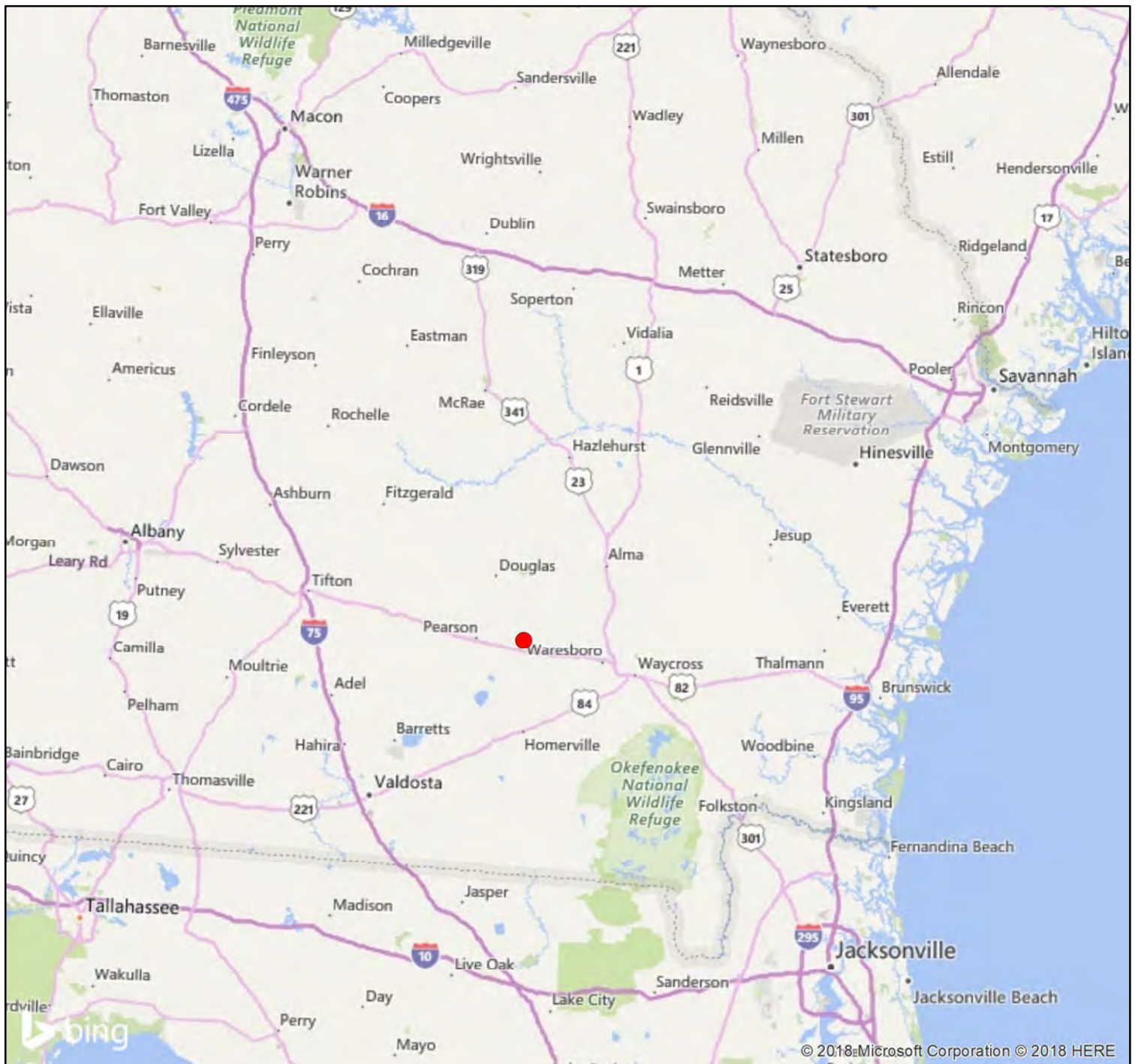
Above, 1994 Pines, never thinned



Above left, 1994 Pines, never thinned. Above right, cypress pond



Above, Mature Upland Pine Hardwood Mix (longleaf and oak), located in southeast corner of the property



Ken Williams Tract

Atkinson County GA
 +-101.09 Deeded Acres
 +-97.5 GIS Mapped Acres
 LL 345 6TH DIST
 Parcel 0030 008

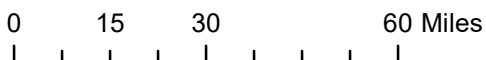


Legend

● Subject Property Location

1 inch equals 30 miles

1:1,900,800 1 inch = 158,400 feet



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 229-639-4973 or 229-869-1111 (cell)
 mike@matreforestry.com

Date: 8/20/2018

Disclaimer: Mapped in ArcMap GIS. The map is not a survey plat. The boundaries, distances, acres, descriptions, and all other map data is not guaranteed.



Ken Williams Tract

Atkinson County GA
 +-101.09 Deeded Acres
 +-97.5 GIS Mapped Acres
 LL 345 6TH DIST
 Parcel 0030 008



Legend

Tracts

1 inch equals 0.75 miles

1:47,520 1 inch = 3,960 feet



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Ken Williams Tract

Atkinson County GA
 +-101.09 Deeded Acres
 +-97.5 GIS Mapped Acres
 LL 345 6TH DIST
 Parcel 0030 008

Legend



--- Woods Road

Tracts

StandID, Descrip, Acres+-

1, 1994 Planted Slash, 75 acres+-

2, Natural, 22.5 acres+-

Note:

Stand 1: Never thinned

Stand 2: 4.5 acre and 0.1 acre stands are Upland Mature Pine Hardwood Mix, and the balance of Stand 2 is natural ponds with scattered cypress & gum.



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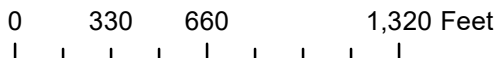
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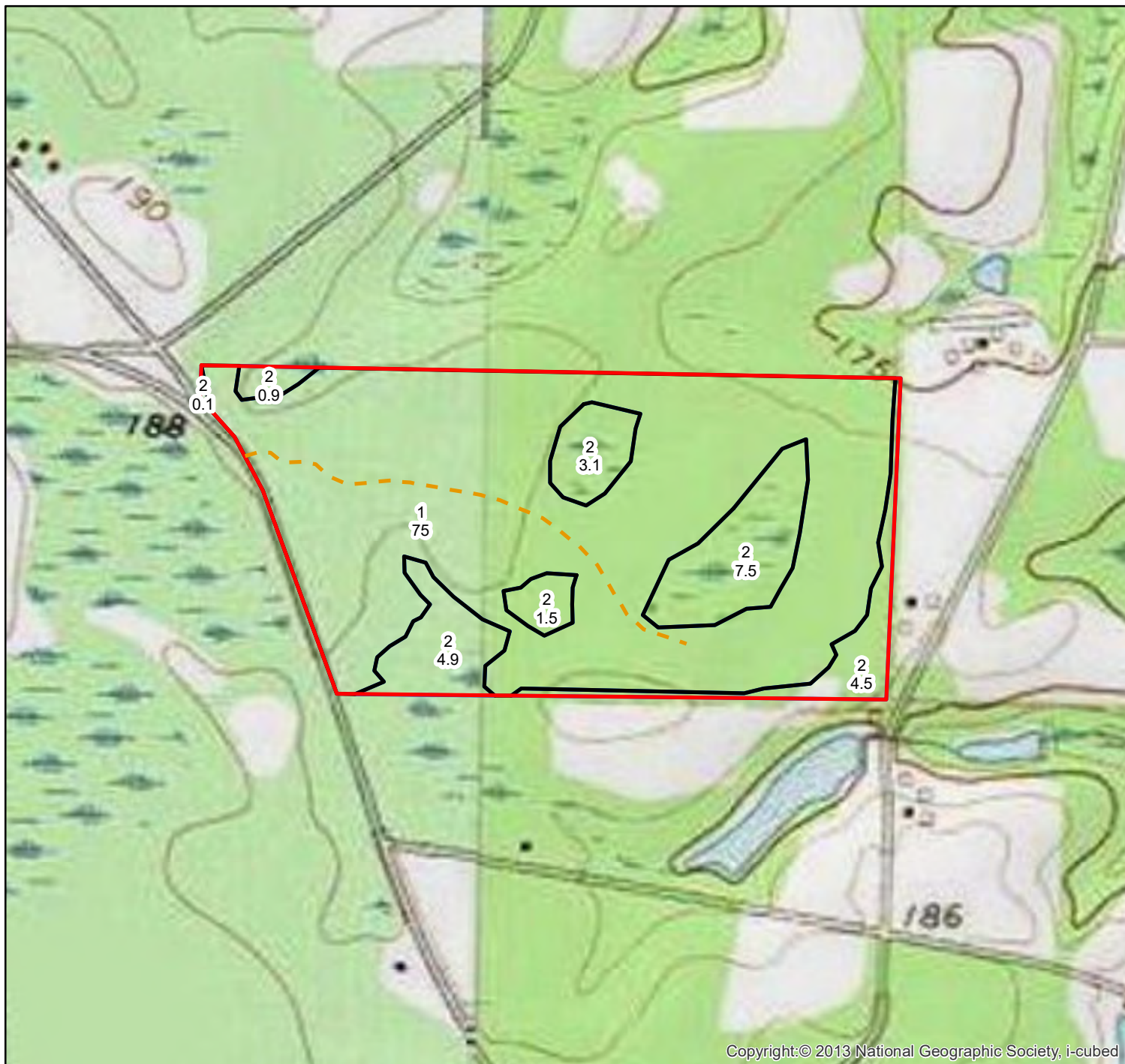
Date: 8/20/2018

Disclaimer: Mapped in ArcMap GIS. The map is not a survey plat. The boundaries, distances, acres, descriptions, and all other map data is not guaranteed.

1 inch equals 0.13 miles

1:7,920 1 inch = 660 feet





Ken Williams Tract

Atkinson County GA

+101.09 Deeded Acres

+97.5 GIS Mapped Acres

LL 345 6TH DIST

Parcel 0030 008

Legend



--- Woods Road

Tracts

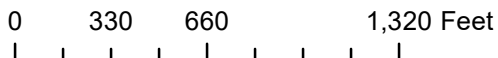
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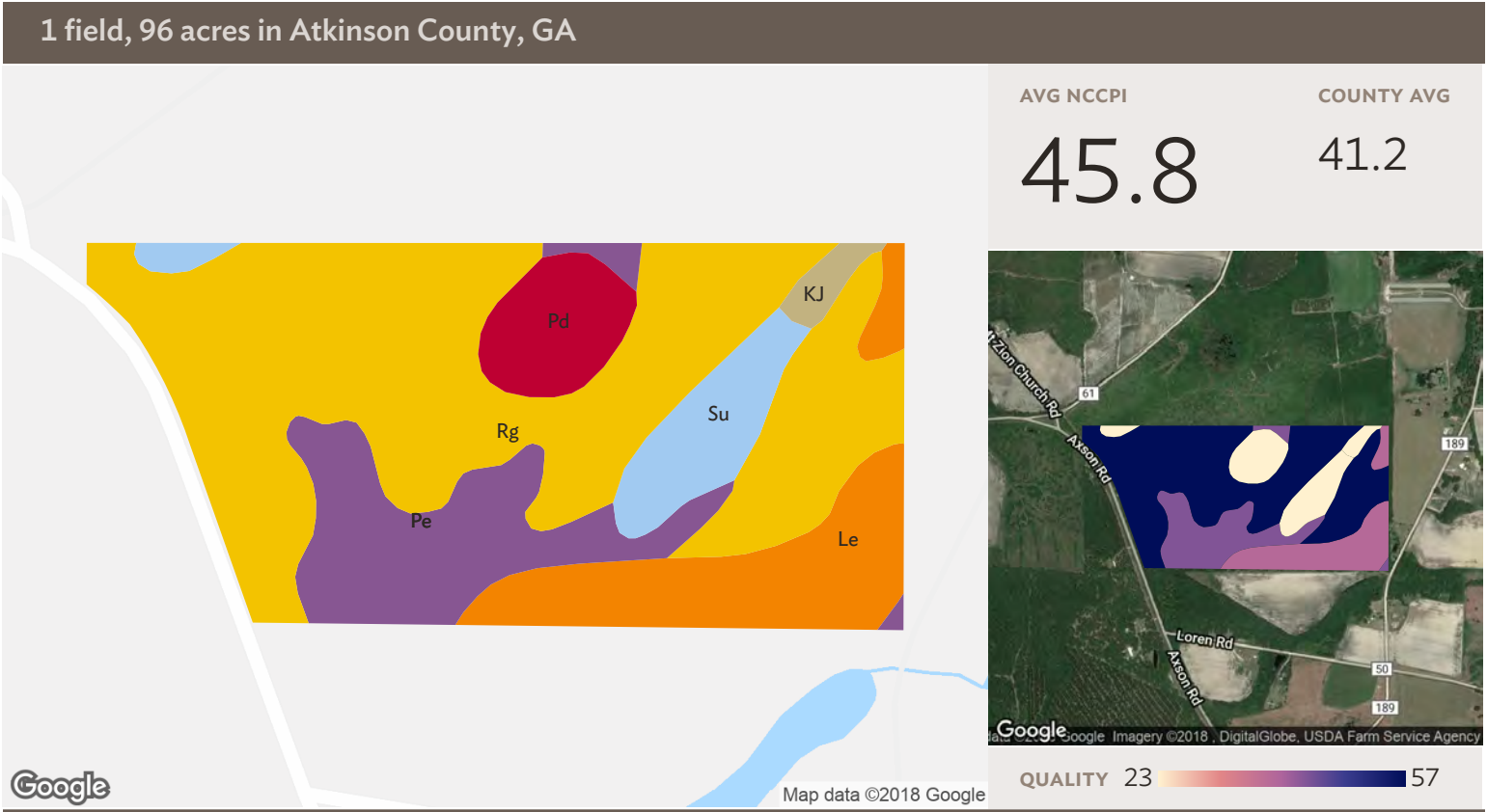
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Source: NRCS Soil Survey

All fields

96 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
Rg	Rigdon sand	54.58	56.7%	3	57.0
Pe	Pelham loamy sand, occasionally flooded	14.68	15.3%	5	43.3
Le	Leefield loamy sand	12.65	13.1%	2	38.7
Su	Surrency loamy sand, ponded	7.29	7.6%	6	3.9
Pd	Pelham fine sand, ponded, 0 to 2 percent slopes	5.70	5.9%	5	22.1
KJ	Kinston and Johnston soils, 0 to 2 percent slopes, frequently flooded	1.34	1.4%	6	10.2
96.23					45.8

Forest Productivity (Tree Site Index): slash pine (Schumacher 1928 (050))

Note: Cruised Site Index for the 1994 Planted Slash is $\pm 67.4'$ at Base Age 24. $\pm 67.4'$ is the average height of the co-dominant and dominant trees, based on 49 random plots.

Map unit symbol	Map unit name	Rating (feet)	Acres in AOI	Percent of AOI
KJ	Kinston and Johnston soils, 0 to 2 percent slopes, frequently flooded		1.3	1.3%
Le	Leefield loamy sand	84	13.9	14.1%
Pd	Pelham fine sand, ponded, 0 to 2 percent slopes	86	5.8	5.9%
Pe	Pelham loamy sand, occasionally flooded	90	15.3	15.6%
Rg	Rigdon sand	84	55.0	55.9%
Su	Surrency loamy sand, ponded	90	7.1	7.2%
Totals for Area of Interest			98.3	100.0%

Description

The "site index" is the average height, in feet, that dominant and codominant trees of a given species attain in a specified number of years. The site index applies to fully stocked, even-aged, unmanaged stands.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this attribute, only the representative value is used.

Rating Options

Units of Measure: feet

Tree: slash pine

Site Index Base: Schumacher 1928 (050)

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Summary Product By DBH Report

Tract: Atkinson GA 101: 1_94PSL Cruiser: AB, SR, MM Location: Atkinson County GA P 30 8 LL 345 LD 6 Owner: Ken Williams	Matre Forestry Consulting, Inc. 2549 Lafayette Plaza Dr Albany,GA 31707 Phone: 229-639-4973 Fax: 229-255-2910 E-Mail: mike@matreforestry.com	Total Acres: 75 Number of Plots: 49 Cruise Method: Point BAF: 10 Cruise Date: 08/23/2018
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Pine

1994 Planted Slash

Total Tract							Average Acre						Average Tree	
Small Pole	DBH	# Trees	Tons	Cords	SMBF	Cu.Ft.	BA	# Trees	Tons	Cords	SMBF	Cu.Ft.	SL CF/Ft	MerchHt
	10	421	195	73	21	5,578	3.1	6	3	1	0.283	74	0.31	43.3
	11	232	138	52	16	3,991	2.0	3	2	1	0.214	53	0.36	48.2
Small Pole Total		653	334	125	37	9,569	5.1	9	4	2	0.496	128	0.33	45.0
Pine Poles Total		653	334	125	37	9,569	5.1	9	4	2	0.496	128	0.33	45.0

Total Tract							Average Acre						Average Tree	
Sawtimber	DBH	# Trees	Tons	Cords	SMBF	Cu.Ft.	BA	# Trees	Tons	Cords	SMBF	Cu.Ft.	SL CF/Ft	MerchHt
	13	50	35	13	5	1,014	0.6	1	0	0	0.065	14	0.56	36.4
	14	29	25	9	4	731	0.4	0	0	0	0.048	10	0.62	41.0
Sawtimber Total		78	60	22	8	1,745	1.0	1	1	0	0.113	23	0.58	38.1

Chip-N-Saw	DBH	# Trees	Tons	Cords	SMBF	Cu.Ft.	BA	# Trees	Tons	Cords	SMBF	Cu.Ft.	SL CF/Ft	MerchHt
	9	4,054	1,295	485	119	36,831	23.9	54	17	6	1.584	491	0.26	35.0
	10	1,235	549	206	56	15,494	9.0	16	7	3	0.745	207	0.30	41.6
	11	580	335	125	37	9,560	5.1	8	4	2	0.489	127	0.35	47.1
	12	195	138	52	16	3,987	2.0	3	2	1	0.217	53	0.40	50.8
Chip-N-Saw Total		6,063	2,317	868	228	65,872	40.0	81	31	12	3.034	878	0.29	38.0

Disclaimer: The timber cruise is an estimate. The number of trees, acres, volume, value, product mix, and all other information is not guaranteed. A cruise is a sample of the timber, and is subject to sampling error and volume equation error. The 90% confidence limit of the sample is +/-5.9% for tons.

49 Plots on 3 chain x 5 chain grid; BAF = Variable Radius Point Basal Area Factor (10); DBH = Diameter at Breast Height; SMBF = Scribner 1000 Board Feet

Not Cruised: +/-4.6 acres of Upland Mature Pine Hardwood Mix & +/-17.9 acres of Natural Ponds with scattered cypress and gum.

REPORT CONTINUED NEXT PAGE

Product By DBH Report

1994 Planted Slash Planted Slash

Total Tract							Average Acre						Average Tree	
Pulpwood	DBH	# Trees	Tons	Cords	SMBF	Cu.Ft.	BA	# Trees	Tons	Cords	SMBF	Cu.Ft.	SL CF/Ft	MerchHt
	4	877	27	10		632	1.0	12	0	0		8	0.00	13.8
	5	3,592	300	112		7,571	6.5	48	4	1		101	0.00	29.8
	6	3,898	552	207		14,525	10.2	52	7	3		194	0.00	39.3
	7	6,014	1,196	448		32,403	21.4	80	16	6		432	0.00	43.3
	8	5,393	1,527	572		42,418	25.1	72	20	8		566	0.00	49.6
	9	520	195	73		5,535	3.1	7	3	1		74	0.00	53.6
	10	196	99	37		2,767	1.4	3	1	0		37	0.00	58.2
	11	46	26	10		751	0.4	1	0	0		10	0.00	55.5
Pulpwood Total		20,536	3,922	1,469	0	106,602	69.2	274	52	20		1,421	0.00	41.0
Planted Slash Total		26,678	6,299	2,359	236	174,219	110.2	356	84	31	3.147	2,323	0.29	40.3
Pine Topwood														
Topwood			421	158					6	2.1				
Pine Total		27,331	7,054	2,642	273	183,788	115.3	364	94	35	3.643	2,451	0.29	40.4
Grand Total		27,331			273	183,788	115.3	364			3.643	2,451	0.29	40.4

Disclaimer: The timber cruise is an estimate. The number of trees, acres, volume, value, product mix, and all other information is not guaranteed. A cruise is a sample of the timber, and is subject to sampling error and volume equation error. The 90% confidence limit of the sample is $\pm 5.9\%$ for tons.

49 Plots on 3 chain x 5 chain grid; BAF = Variable Radius Point Basal Area Factor (10); DBH = Diameter at Breast Height; SMBF = Scribner 1000 Board Feet

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Note: Cruised Site Index for the 1994 Planted Slash is $\pm 67.4'$ at Base Age 24. $\pm 67.4'$ is the average height of the co-dominant and dominant trees, based on 49 random plots.

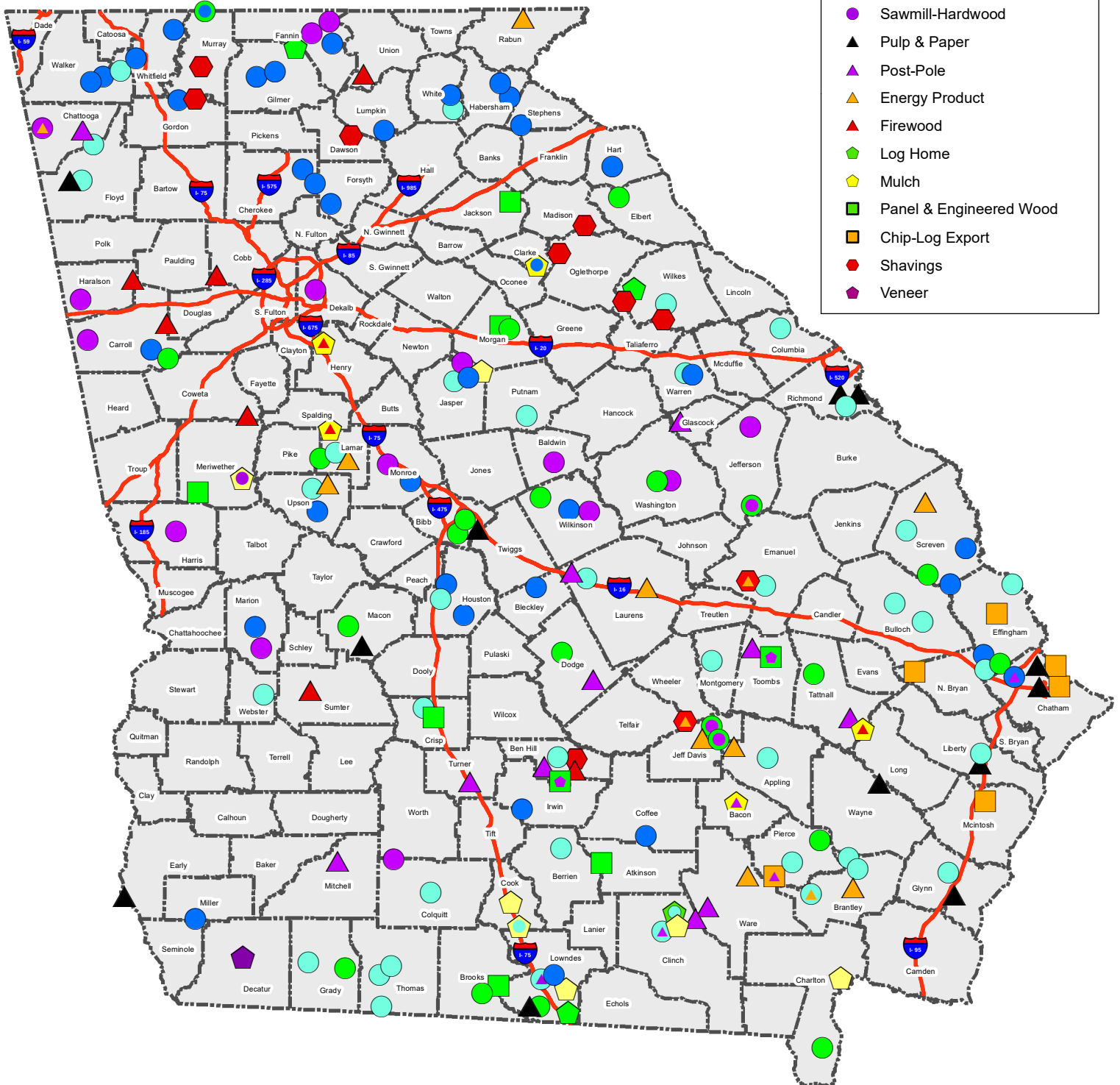


2017 Georgia Wood-Using Industries



Legend

- Chip Mill
- Sawmill-Softwood
- Sawmill-Softwood & Hardwood
- Sawmill-Hardwood
- ▲ Pulp & Paper
- ▲ Post-Pole
- ▲ Energy Product
- ▲ Firewood
- ▲ Log Home
- ▲ Mulch
- Panel & Engineered Wood
- Chip-Log Export
- Shavings
- Veneer



0 50 100 200 Miles

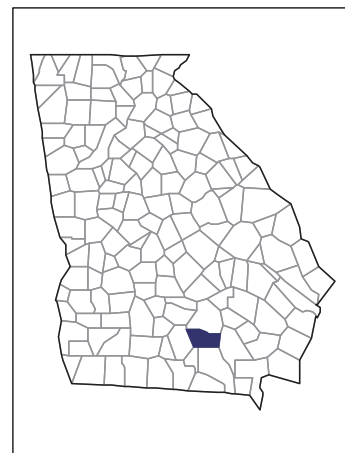
Created by:
Michael Torbett
Georgia Forestry Commission
1-31-2017

Coordinate System:
GCS North American 1983

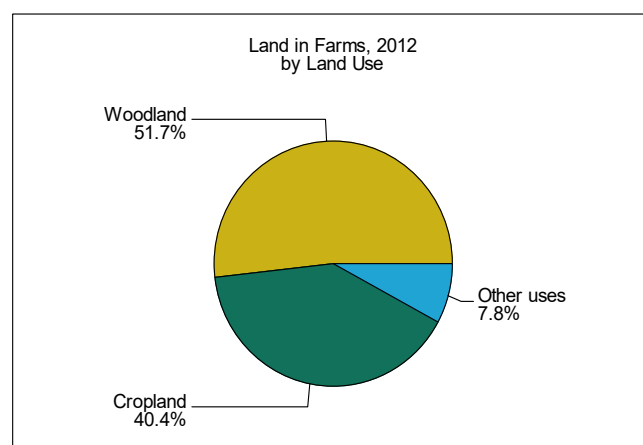
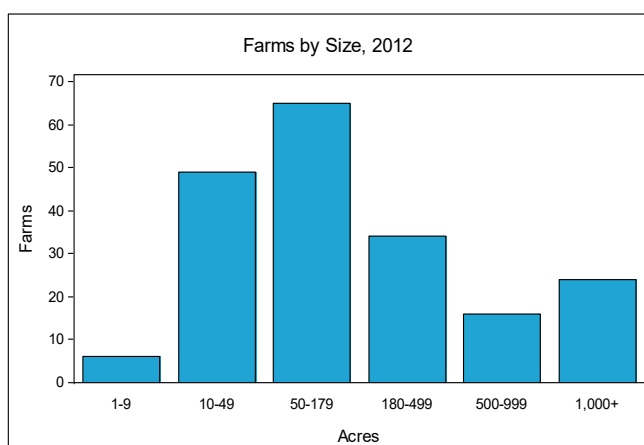
2012 CENSUS OF AGRICULTURE

COUNTY PROFILE

Atkinson County Georgia



	2012	2007	% change
Number of Farms	194	195	- 1
Land in Farms	86,876 acres	77,214 acres	+ 13
Average Size of Farm	448 acres	396 acres	+ 13
Market Value of Products Sold	\$70,003,000	\$60,047,000	+ 17
Crop Sales \$30,099,000 (43 percent)			
Livestock Sales \$39,904,000 (57 percent)			
Average Per Farm	\$360,838	\$307,934	+ 17
Government Payments	\$961,000	\$2,021,000	- 52
Average Per Farm Receiving Payments	\$10,007	\$19,436	- 49





Atkinson County – Georgia

Ranked items among the 159 state counties and 3,079 U.S. counties, 2012

Item	Quantity	State Rank	Universe ¹	U.S. Rank	Universe ¹
MARKET VALUE OF AGRICULTURAL PRODUCTS SOLD (\$1,000)					
Total value of agricultural products sold	70,003	51	159	1,491	3,077
Value of crops including nursery and greenhouse	30,099	42	159	1,477	3,072
Value of livestock, poultry, and their products	39,904	35	159	1,053	3,076
VALUE OF SALES BY COMMODITY GROUP (\$1,000)					
Grains, oilseeds, dry beans, and dry peas	5,158	36	151	1,737	2,926
Tobacco	1,896	8	29	141	436
Cotton and cottonseed	13,434	32	84	136	635
Vegetables, melons, potatoes, and sweet potatoes	(D)	(D)	152	(D)	2,802
Fruits, tree nuts, and berries	1,867	33	156	336	2,724
Nursery, greenhouse, floriculture, and sod	(D)	(D)	144	(D)	2,678
Cut Christmas trees and short rotation woody crops	-	-	65	-	1,530
Other crops and hay	7,580	41	157	388	3,049
Poultry and eggs	37,761	34	153	294	3,013
Cattle and calves	(D)	(D)	158	(D)	3,056
Milk from cows	-	-	67	-	2,038
Hogs and pigs	2	89	124	2,556	2,827
Sheep, goats, wool, mohair, and milk	15	91	154	2,547	2,988
Horses, ponies, mules, burros, and donkeys	6	122	143	2,906	3,011
Aquaculture	-	-	57	-	1,366
Other animals and other animal products	(D)	(D)	135	(D)	2,924
TOP CROP ITEMS (acres)					
Cotton, all	17,081	32	84	158	635
Upland cotton	17,081	32	84	157	635
Peanuts for nuts	5,593	43	75	86	364
Corn for grain	3,756	30	139	1,510	2,638
Forage-land used for all hay and haylage, grass silage, and greenchop	3,733	60	159	2,400	3,057
TOP LIVESTOCK INVENTORY ITEMS (number)					
Broilers and other meat-type chickens	2,996,600	29	132	164	2,723
Cattle and calves	7,954	48	158	2,111	3,063
Pullets for laying flock replacement	(D)	47	116	(D)	2,637
Colonies of bees	(D)	12	137	(D)	2,761
Goats, all	524	40	155	1,189	2,996

Other County Highlights, 2012

Economic Characteristics	Quantity	Operator Characteristics	Quantity
Farms by value of sales:		Principal operators by primary occupation:	
Less than \$1,000	44	Farming	136
\$1,000 to \$2,499	14	Other	58
\$2,500 to \$4,999	13		
\$5,000 to \$9,999	6	Principal operators by sex:	
\$10,000 to \$19,999	20	Male	162
\$20,000 to \$24,999	2	Female	32
\$25,000 to \$39,999	10		
\$40,000 to \$49,999	7	Average age of principal operator (years)	55.5
\$50,000 to \$99,999	7		
\$100,000 to \$249,999	16	All operators by race ² :	
\$250,000 to \$499,999	9	American Indian or Alaska Native	-
\$500,000 or more	46	Asian	-
Total farm production expenses (\$1,000)	53,630	Black or African American	5
Average per farm (\$)	276,441	Native Hawaiian or Other Pacific Islander	-
		White	274
Net cash farm income of operation (\$1,000)	19,132	More than one race	-
Average per farm (\$)	98,619	All operators of Spanish, Hispanic, or Latino Origin ²	1

See "Census of Agriculture, Volume 1, Geographic Area Series" for complete footnotes, explanations, definitions, and methodology.

- Represents zero. (D) Withheld to avoid disclosing data for individual operations.

¹ Universe is number of counties in state or U.S. with item. ² Data were collected for a maximum of three operators per farm.

00355

RETURN TO:

Cecilia Cleveland
 Russell T. Quarterman, P.C.
 1671 Meriwether Drive, Suite 103
 Bogart, Georgia 30622
 (706) 543-7777

OFFICE OF CLERK SUPERIOR
 COURT ATKINSON COUNTY, GEORGIA
 Filed for record at 11:50 Probate at 9:05
 this 12 day of May 2005
 Recorded in 2005 Book No. 246
 Page 355-356 May 18th 2005
Theresa Williams, Clerk

Atkinson COUNTY, GEORGIA
 Real Estate Transfer Tax
 Paid 0
 DATE 5-13-2005
Theresa Williams
 Clerk of Superior Court 008-2005-000129

STATE OF GEORGIA
 OCONEE COUNTY

DEED ONLY

DEED OF ASSENT

WHEREAS, AUGUSTUS KENNETH WILLIAMS, died a resident of Athens-Clarke County, Georgia, on the 3rd day of December, 2004, leaving a will which has been probated in solemn form in the Probate Court of Athens-Clarke County, Georgia on the 12th Day of January, 2005, in which BRUCE EDWIN WILLIAMS was appointed the Executor of said Estate; and

WHEREAS, under the terms of said will the following described property was devised to KENNETH PORTER WILLIAMS:

SEE ATTACHED EXHIBIT A

WHEREAS, the undersigned duly qualified as Executor of the estate of the said AUGUSTUS KENNETH WILLIAMS and is now administering the estate under the terms of said will; and it has been determined that all debts and claims against the estate have been fully paid.

NOW, THEREFORE, the undersigned, as Executor of the will of the said AUGUSTUS KENNETH WILLIAMS hereby assents to the devise of said property under the terms of said will, so that full fee simple title thereto is vested in KENNETH PORTER WILLIAMS, as provided in Item Three of said will.

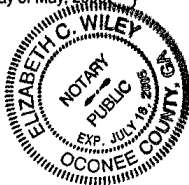
WITNESS my hand and seal, this the 9th day of May, 2005.

Bruce Edwin Williams (SEAL)
 BRUCE EDWIN WILLIAMS
 As Duly Appointed Executor
 of the ESTATE of AUGUSTUS KENNETH WILLIAMS

Signed, sealed, and delivered
 in the presence of:

Cecilia Mercer
 Witness

Elizabeth C. Wiley
 Notary Public
 This the 9th day of May, 2005



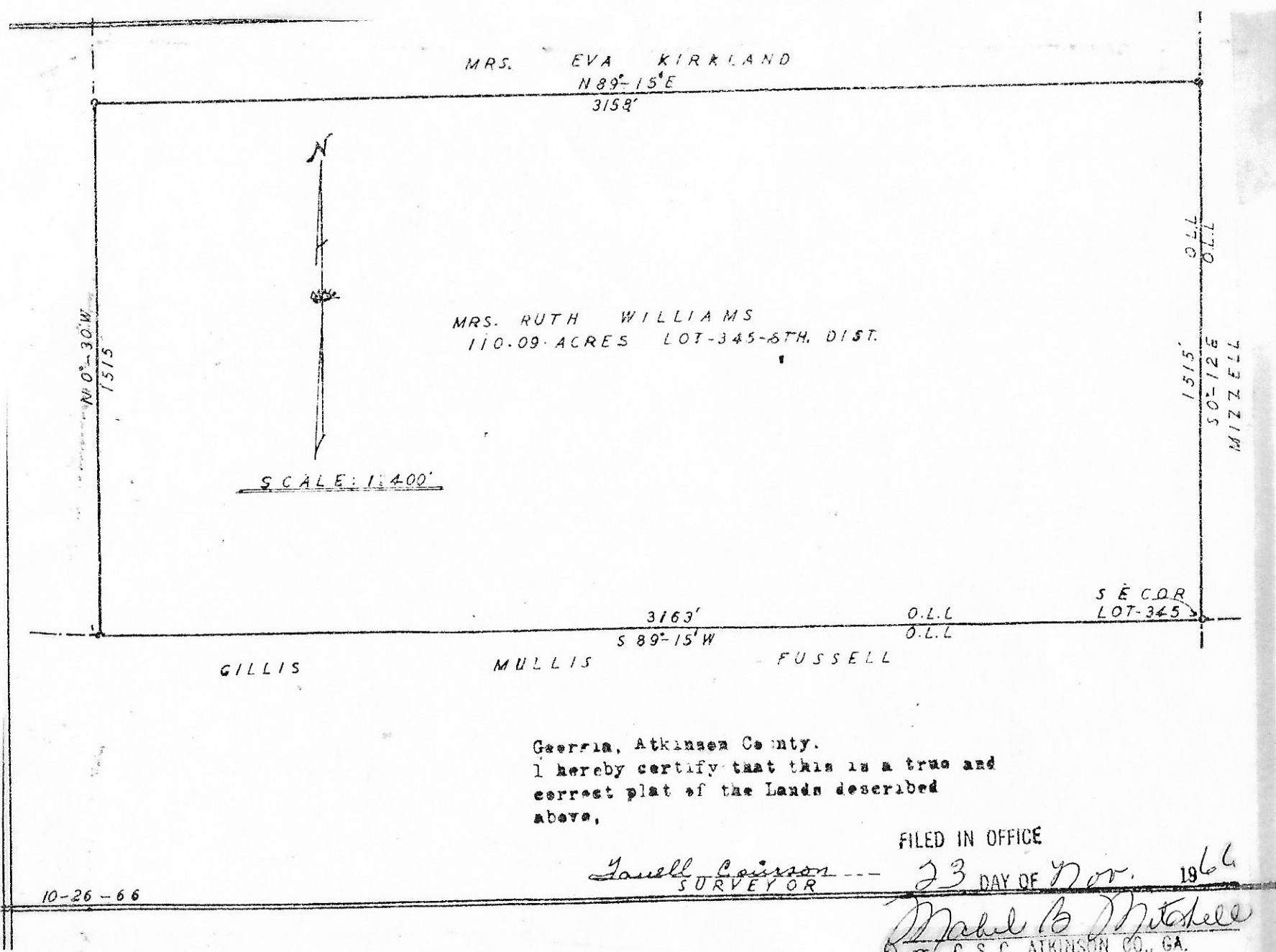
00356

EXHIBIT A

All that certain tract or parcel of land lying and being in Original Lot of Land No. 345, in the Sixth Land District of Atkinson County, Georgia, containing 110.09 acres, more or less, and described as being bounded on the South by the original lot line of said lot; on the East by the original lot line of said lot; on the North by an agreed surveyed line dividing the within lands from lands of Mrs. Eva G. Kirkland; and on the West by an agreed surveyed line dividing the within lands from lands of Nephi White; and being more particularly described as shown on and by a plat thereof made by Tavell Courson, Surveyor, dated October 26, 1966, of record in Plat Book 2 Page 169, Atkinson County Public Records, the same being incorporated herein by reference for descriptive purposes.

LESS AND EXCEPT: All that certain tract or parcel of land situate, lying and being in Original Lot of Land No. 345 in the Sixth Land District of Atkinson County, Georgia, consisting of Nine acres, more or less, being triangular in shape and described as being bounded on the North and East by the right of way of Georgia Highway No. 1219; bounded on the South by lands of Leon Spivey, a surveyed line dividing; and bounded on the West by lands of Sidney N. and Barbara Strickland, a surveyed line dividing. Said tract is located in the Southwest corner of those lands shown on and by a plat of survey made by Tavell Courson, Surveyor, dated 10-26-66, designated thereon "Mrs. Ruth Williams 110.09 acres lot 345 Sixth District", said plat being of record in Plat Book 2, Page 169 in the Office of the Clerk of the Superior Court of Atkinson County, Georgia, by reference thereto being incorporated herein for all purposes.

10-25-66



MRS. EVA KIRKLAND
 N 89°-15' E
 3158'

MRS. RUTH WILLIAMS
 110.09 ACRES LOT-345-6TH. DIST.

SCALE: 1:400'

GILLIS

MULLIS

FUSSELL

Georgia, Atkinson County.
 I hereby certify that this is a true and
 correct plat of the Lands described
 above,

FILED IN OFFICE

Lawell Carson ---
 SURVEYOR

23 DAY OF Nov. 1966

Michael B. Mitchell
 C. S. C. ATKINSON CO., GA.

10-26-66



Fonda H. Lee
Atkinson County Tax Commissioner
PO Box 98
Pearson, GA 31642-0098
(912) 422-7381

2017 Ad-Valorem Tax Notice

IMPORTANT NOTICES

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead exemption authorized for all homeowners, certain elderly persons are entitled to additional exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of these exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than April 1, 2018 in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact:

Atkinson County Tax Assessor
Atkinson County Courthouse
Pearson, GA 31642
(912) 422-7382

2

Return Service Requested



MIXED AADC 296 92 1 MB 0.423 002

WILLIAMS KENNETH PORTER
235 STONELAND DR
ATHENS GA 30606-2453

If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value not later than April 1, 2018 in order to have an opportunity to have this value lowered for next years' taxes. Information on filing a return can be obtained from the County Tax Receiver or Tax Assessor at the above location and phone number.

2017 State, County & School Ad Valorem Tax Notice

Bill No.	Property Description	Map Number	Fair Mkt Value	Assessed Value	Exempt Value	Taxable Value	Millage Rate	Tax Amount
004920	01 101 ACRES LL 345 6TH DIST	0030 008	71963	28785	11615	17170	32.172	552.39
Important Messages – Please Read						Total of Bills by Tax Type		
This gradual reduction and elimination of the state property tax and the reduction in your tax bill this year is the result of property tax relief passed by the Governor and the House of Representatives and the Georgia State Senate.			- If you owe back taxes, please call for current amount due. - Please bring bill in with you to pay. PLEASE NOTE: You may not renew your tags if your taxes become delinquent. - Partial Payments are accepted.			COUNTY M&O	298.09	
						SCHOOL M&O	254.30	
Local Option Sales Tax Information			PAID					
Mills required to produce county budget	19.221							
Mill reduction due to sales tax roll back	1.860							
Actual mill rate set by county officials	17.361							
Tax savings due to sales tax rollback	31.94							
						TOTAL DUE	552.39	
						DATE DUE	12/20/2017	

PAID

BK 0261 PG 0870

ATKINSON COUNTY, GEORGIA
FILED IN OFFICE

2016 APR 14 PM 3:03

CYNTHIA G. DILLINGHAM
CLERK OF SUPERIOR
& JUVENILE COURT

PT263A Rev. 2/15

APPLICATION AND QUESTIONNAIRE FOR CURRENT USE
ASSESSMENT OF BONA FIDE AGRICULTURAL PROPERTY

To the Board of Tax Assessors of Atkinson County: In accordance with the provisions of O.C.G.A. § 48-5-7.4, I submit this application and the completed questionnaire on the back of this application for consideration of current use assessment on the property described herein. Along with this application, I am submitting the fee of the Clerk of Superior Court for recording such application if approved.

Name of owner (individual(s), family owned farm entity, trust, estate, non-profit conservation organization or club) – The name of each individual and the percentage interest of each must be listed on the back of this application. For special rules concerning Family Farm Entities and the maximum amount of property that may be entered into a covenant, please consult the County Board of Tax Assessors

WILLIAMS KENNETH PORTER

Owner's mailing address 235 STONELAND DRIVE		City, State, Zip ATHENS, GA 30606	Number of acres included in this application. Agricultural Land: _____ Timber Land: _____ Covenant Acres 101.00 Total Acres 101.00
Property location (Street, Route, Hwy, etc.) 0		City, State, Zip of Property:	
District 6	Land Lot 345	Sublot & Block	Recorded Deed Book/Page 206 355
List types of storage and processing buildings:			

AUTHORIZED SIGNATURE

I, the undersigned, do hereby solemnly swear, covenant and agree that all the information contained above, as well as the information provided on the questionnaire, is true and correct to the best of my knowledge and that the above described property qualifies under the ownership and land use provisions of O.C.G.A. § 48-5-7.4. I further swear that I am authorized to sign this application on behalf of the owner(s) making application and that I have shown the percentage interest for each of the individuals having an ownership right in this property on the back of this application form. I am also aware that certain penalty provisions are applicable if this covenant is breached.

Signature of Taxpayer or Taxpayer's Authorized Representative

Date Application Filed

Signature of Taxpayer or Taxpayer's Authorized Representative
(Please have additional taxpayers sign on reverse side of application)

Sworn to and subscribed before me this

01 day of

April 2016

Notary Public

If denied, Georgia law O.C.G.A. § 48-5-7.4 provides that the applicant may appeal in the same manner as other property appeals are made pursuant to O.C.G.A. § 48-5-311.

FOR TAX ASSESSORS USE ONLY

MAP & PARCEL NUMBER 0030 008	TAX DISTRICT 01	TAXPAYER ACCOUNT NUMBER 2491	YEAR COVENANT: Begin: Jan 1, 2016 Ends: Dec 31, 2025
If transferred from Preferential Agricultural Assessment, provide date of transfer:	If applicable, covenant is a renewal for tax year: Begin: Jan 1, _____ Ends: Dec 31, _____ Pursuant to O.C.G.A. § 48-5-7.4(d) a taxpayer may enter into a renewal contract in the 9th year of a covenant period so that the contract is continued without a lapse for an additional 10 years.	If applicable, covenant is a continuation for tax year: Begin: Jan 1, _____ Ends: Dec 31, _____ If continuing a covenant where part of the property has been transferred, list Original Covenant Map and Parcel Number: _____	

Approved: _____ Date: 4-12-16

Board of Tax Assessors

Date

Denied: _____ Date: _____ If denied, the County Board of Tax Assessors shall issue a notice to the taxpayer in the same manner as all other notices are issued pursuant to O.C.G.A. Section 48-5-306.

SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " _____ "



2018 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of August 20, 2018 for Property known as or located at:

LD06, LL0346, Parcel 0030 008, Atkinson County Georgia

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is the Property vacant?	<u>X</u>		
If yes, how long has it been since Seller occupied the Property? <u>Never</u>			
(b) Is the Property or any portion thereof leased?		<u>X</u>	
2. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions? <u>Conservation Use Assessment thru 2025</u>	<u>X</u>		
(b) Is the Property part of a condominium or community in which there is a homeowners' association?		<u>X</u>	
[IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].			
3. THE PROPERTY:			
(a) How many acres are in Property? <u>101 + 1/2</u>			
(b) What is the current zoning of Property? <u>Agricultural/Timber</u>			
(c) Will conveyance of Property exclude any mineral, oil and timber rights?		<u>X</u>	
(d) Are there any governmental allotments committed?		<u>X</u>	
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?	<u>X</u>		
4. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any fill dirt on Property?		<u>X</u>	
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		<u>X</u>	
(c) Is there now or has there ever been any visible soil settlement or movement?		<u>X</u>	
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?			<u>X</u>
(e) Are there any drainage or flooding problems on Property?			<u>X</u>
(f) Are there any diseased or dead trees?			<u>X</u>
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		<u>X</u>	

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Michael Matre 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.

Yes	No	Don't Know
-----	----	------------

5. TOXIC SUBSTANCES:

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos?
 (b) Has Property ever been tested for radon or any other environmental contaminates?

	X	
	X	

6. OTHER MATTERS:

- (a) Have there been any inspections in the past year?
 If yes, by whom and of what type?
 (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?
 (c) Have you received notices by governmental or quasi-governmental agency affecting Property?
 (d) Are there any existing or threatened legal actions affecting Property?
 (e) Is there any system or item on Property which is leased or which has a fee associated with its use?
 (f) Are there any private or undedicated roadways for which owner may have financial responsibility?
 (g) If Property is served by well water, is the well on Property?
 (h) Has the Property been enrolled in a Conservation Use Program?
 If yes, when was the Property enrolled? 2016
 (i) Are there any other latent or hidden defects that have not otherwise been disclosed?

	X	
	X	
	X	
	X	
	X	
	X	
X		
	X	

7. AGRICULTURAL DISCLOSURE:

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?

X		
---	--	--

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

8. UTILITIES:

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property.

[The utilities listed below that are not checked do not serve Property.]

☒ Electricity (on street)

☐ Public Sewer

☐ Natural Gas

☐ Public Water

☐ Telephone

☐ Private/Well Water

☐ Cable Television

☐ Shared Well Water

☐ Garbage Collection

☐ Other _____

9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES": [Explanations should reference the number of the question for which more detailed information is being provided.]

3(e): Adjacent landowner Mr. Ricky Moore (and immediate family) was given written permission to hunt on the land, expiring in 2020. See attached.

4(d), (e), (f): Valuation and inspection of the property is pending at this time.

Additional pages ☒ are or ☐ are not attached.

Hunting Access Permit

To whom it may concern:

Mr. Ricky Moore, and the members of his immediate family, have permission to hunt on the property located at LD06, LL0346, Atkinson County, GA.

This permit is valid from October 2, 2010, through October 2, 2020.

The bearer of this permit agrees to obey the current state and federal hunting regulations and to repair or pay for any property damages which he or she may cause.

The bearer of this permit has been shown the property boundaries and agrees not to hunt on adjacent properties without written permission.

Prepared by my hand on October 2, 2010.

Kenneth P. Williams (Landowner)

235 Stoneland Dr.

Athens, GA 30606

706-548-9685 (Home)

706-254-6327 (Mobile)

(Not a "lease", but "permission" to hunt)

Offer Date: _____



A. KEY TERMS AND CONDITIONS

a. Property Identification: Address: +101.09 Acres on Axson Rd

MLS Number: _____ Tax Parcel I.D. Number: 0030 008

☒ (1) attached as an exhibit hereto;

☒ (3) Land Lot(s) 345 of the 6th 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.

3. Purchase Price of Property to be Paid by Buyer.

4. Closing Costs: the buyer elects to have a new survey done.
Seller's Contribution at Closing:

\$0

Closing Date shall be within 30 days of binding agreement date with possession of the Property transferred to Buyer at

6. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F84(A) must be attached as an exhibit hereto, and F84(B) must be signed by Closing Attorney.)

7. Closing Attorney/Law Firm.

to be determined by the buyer

☐ a. \$ _____ as of the Offer Date.

☒ **b. \$10,000** within 5 days from the Binding Agreement Date.

☐ c.

a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 0 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 Seller additional option money of \$ N/A by ☐ check 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 AG/Timber under the applicable zoning ordinances of Atkinson County GA
City/County

11. **Assignment.** Buyer shall ☒ shall **OR** ☐ shall not have the right to assign this Agreement; **OR** ☐ shall have the right to Assign this Agreement only to a legal entity in which Buyer owns at least a 25% interest .

12. Brokerage Relationships in this Transaction.**a. Selling Broker is** Matre Forestry Consulting Inc **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. Listing Broker is Matre Forestry Consulting Inc **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

13. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____.m. on the date _____.

Buyer(s) Initials _____

Seller(s) Initials _____

B. CORRESPONDING PARAGRAPHS FOR 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 only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. Examination:** Buyer may examine title and 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. Good and marketable title as used 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 since such a policy affords Buyer greater coverage

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 at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney. 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, 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.

4. Closing Costs and Prorations.

- a. Seller's Contribution 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. 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. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. 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 this transaction, except as otherwise provided herein.
- c. 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. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are 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.

5. Closing and Possession.

a. Right to Extend the Closing Date: Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.

b. Keys and Openers: At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

6. Holder of Earnest Money. The earnest money shall 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 for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check 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.

7. Closing Attorney/Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. 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 (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

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 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 Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection 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 arising out of the performance by Holder of its duties; (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. Right to Inspect Property: Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly 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 in prior to such testing or evaluation. 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. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become 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 and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **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.**
- c. 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.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
- (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- f. 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 Exhibit _____ to 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. 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.
- 12. Brokerage Relationships in this Transaction.**
- a. Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise. No Broker in this transaction shall owe any 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, 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.
- (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 as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- (3) 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.
- b. Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly and in writing agreed to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, testing by a soils engineer construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the 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.

13. 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.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- 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 e-mail 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 e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker 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 of a client shall be an authorized agent 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.
- b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or 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.
- c. Rights of Broker:** 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 every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
- 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 commission 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) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged 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. Entire Agreement and Modification:** 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 binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller.
 - b. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
 - c. 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 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.
 - d. Time of Essence:** Time is of the essence of this Agreement.
 - e. 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. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
 - f. 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.
 - g. 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.
 - h. Electronic Signatures:** For all purposes herein, an electronic 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.
 - i. 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.
 - 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. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. 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. 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. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party.
 - l. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of 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.
- 5. 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.

6. Beware of Cyber Fraud. Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

7. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ Back-up Agreement Contingency Exhibit (F91) " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F84(A)) " _____ "
- ☐ Community Association Fees, Disclosures and Related Issues ("Disclosure") Exhibit (F55) " _____ "
- ☐ Legal Description Exhibit (F147) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F53) " _____ "
- ☐ 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 (F140) " _____ "
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. This property was enrolled in the Conservation Use Assessment (CUA) in 2016 and expires 12/31/2025. Buyer will immediately upon closing make application for continuation of the existing contract. Should the Buyer elect to remove the Property from this program early, either intentionally or unintentionally, the Buyer will be responsible for any tax penalties and hold the Seller harmless from and against tax liabilities and penalties resulting from the removal of the Property from the program.
2. Seller is to pay the broker's commission at closing, per a separate listing agreement. The buyer is not responsible for paying commission, and there is no buyer's premium fee or commission due from the buyer.
3. The sale includes all timber rights.
4. The sale includes any and all mineral rights that the seller has, if any.
5. Included in the sale is any crop allotments or crop basis associated with the property at the Farm Service Agency (FSA), and any other FSA programs.
6. The hunting rights are included in the sale.
7. Deer stands and other personal items are not included in the sale, and will be removed no later than 30 days after closing. If the deer stands and any other personal items are not removed within the allotted time, the personal property will become the property of the buyer.

Additional Special Stipulations ☐ are or ☒ are not attached.

Buyer Acceptance and Contact Information**1 Buyer's Signature**

High Bidder, subject to seller confirmation

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice

_____Buyer's Phone Number: ☐ Cell ☐ Home ☐ WorkBuyer's E-mail Address
_____**2 Buyer's Signature**

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice

_____Buyer's Phone Number: ☐ Cell ☐ Home ☐ WorkBuyer's E-mail Address
_____**Additional Signature Page (F149) ☐ is ☐ is not attached.****Selling Broker/Affiliated Licensee Contact Information**

Same as listing broker

Selling Brokerage Firm
_____**Broker/Affiliated Licensee Signature** _____ Date _____

Print or Type Name _____ GA Real Estate License # _____

Licensee's Phone Number _____ Fax Number _____

Licensee's E-mail Address
_____REALTOR® Membership
_____Broker's Address

Broker's Phone Number _____ Fax Number _____

MLS Office Code _____ Brokerage Firm License Number _____

Seller Acceptance and Contact Information**1 Seller's Signature**WILLIAMS KENNETH PORTER
Print or Type Name 235 STONELAND DRIVE Date _____
ATHENS, GA 30606Seller's Address for Receiving Notice

_____Seller's Phone Number: ☐ Cell ☐ Home ☐ WorkSeller's E-mail Address
_____**2 Seller's Signature**

Print or Type Name _____ Date _____

Seller's Address for Receiving Notice

_____Seller's Phone Number: ☐ Cell ☐ Home ☐ WorkSeller's E-mail Address
_____**Additional Signature Page (F149) ☐ is ☐ is not attached.****Listing Broker/Affiliated Licensee Contact Information**

Matre Forestry Consulting Inc

Listing Broker Firm
_____**Broker/Affiliated Licensee Signature** _____ Date _____Mike Matre, Broker, ALC, ACF 297046
Print or Type Name GA Real Estate License # _____229-869-1111
Licensee's Phone Number _____ Fax Number _____

mike@matreforestry.com

Licensee's Email Address

Albany GA Board, Realtors Land Institute, Accredited Land Consultant

REALTOR® Membership

2549 Lafayette Plaza Dr Suite 204 Albany GA 31707

Broker's Address

_____229 639 4973 229-255-2910
Broker's Phone Number _____ Fax Number _____H-63868
MLS Office Code _____ Brokerage Firm License Number _____**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.

Matre Forestry Consulting, Inc.

2549 Lafayette Plaza Dr
Suite 204
Albany GA 31707
Office (229) 639 4973 Fax (229) 255 2910
www.matreforestry.com



8/23/2018

Re: Land & Timber Sealed Bid Sale **REGISTRATION FORM**

Dear Land & Timber Buyers,

On behalf of Mr. Ken Williams, we are pleased to invite you to bid on the following +-101 acre land & timber sale in Atkinson County GA. Bid opening is 10 AM 10/11/2018 at the Matre Forestry office. In order to bid, you must register prior to the bid opening. Please fill out the following and return to Mike Matre at mike@matreforestry.com , or fax 229-255-2910, or mail to the address above.

Name: _____
Title: _____
Company Name: _____
Primary Phone Number: _____
Primary Email Address: _____
Mailing Address: _____
Signature: _____ Date: _____

Below this line is reserved for Matre Forestry Consulting, Inc.

Received by _____ Date: _____

NOTE: To make sure you receive invitations to bid on future land or timber sales, please sign up for the Matre Forestry newsletter at <https://www.matreforestry.com/newsletter.html> .

We appreciate your interest in the sale. Please contact us if you have any questions, or if you would like us to show you the property. We hope to see you at the bid opening, but if you cannot make it, please get your bid to us prior to the bid opening.

Sincerely,

Mike Matre, ALC, ACF, RF
President, Matre Forestry Consulting, Inc.
Georgia & Alabama Registered Forester (GA# 2486, AL# GA2486)
Georgia & Alabama Licensed Real Estate Broker
Mobile (229) 869-1111
mike@matreforestry.com



Matre Forestry Consulting, Inc.

2549 Lafayette Plaza Dr

Suite 204

Albany GA 31707

Office (229) 639 4973 Fax (229) 255 2910

www.matreforestry.com



8/23/2018

Re: Land & Timber Sealed Bid Sale **BID FORM**

Dear Land & Timber Buyers,

On behalf of Mr. Ken Williams, we are pleased to invite you to bid on the following +-101 acre land & timber sale in Atkinson County GA. Bid opening is 10 AM 10/11/2018 at the Matre Forestry office. In order to bid, you must register prior to the bid opening (see registration form). To bid, please register first and then fill out the this two page bid form and deliver the bid personally at the bid opening, or return to Mike Matre at mike@matreforestry.com , or fax 229-255-2910, or mail to the address above.

Sealed Bid Process: The Matre Forestry sealed bid process is a transparent method of selling property in a competitive sealed bid atmosphere. Total transparency is achieved by providing all bidders a thorough property information package, offering to show the property if needed, allowing for broker participation, offering a showing period that should be enough time for bidders to perform their due diligence and obtain financing commitments if needed, and most importantly, allow bidders to attend and witness the bid opening if they want to or are able to. THERE IS NO BUYER'S PREMIUM. THE SELLER PAYS THE COMMISISON.

Minimum Recommended Bid to Accept: The seller reserves the right to reject all bids, however, Matre Forestry will have a sealed "Minimum Recommended Bid to Accept" placed with the sealed bids. Our minimum will be based on our opinion of the property Fair Market Value. If the high bidder does not equal or exceed the minimum, our minimum will be opened, and the high bidder will have the first opportunity to pay the minimum, or some price agreeable to the seller. If a deal can not be achieved with the high bidder within 48 hours, then the 2nd place bidder will be given an opportunity to purchase the property at an agreed upon price within a 48 hour period, and so on. If no agreeable price is met, a "no sale" will be declared and Matre Forestry will then traditionally advertise the property for sale.

Upon Bid Acceptance: Upon bid acceptance, assuming an acceptable bid is received, the high bidder and seller will immediately enter into a Purchase Sale Agreement (see sample contract in the bid package) with \$10,000 earnest money, and the sale closing process will begin. Earnest money must be received within 5 days of the binding agreement date and is to be held by the Matre Forestry Real Estate Escrow Account, or the buyer's selected real estate closing attorney.

Notification of Bid Results: Those in attendance will witness the bid results as they are opened. Bidders that do not attend the bid opening will be notified of the initial bid results as soon as possible after the bid opening, but no later than 4 PM the day of the bid opening.

Continued next page

Bidder Initials: _____

Page 2 of 2, Bid Form

By filling out the below bid form, the bidder acknowledges that he or she has received the complete bid package, carefully reviewed the entire bid package, and had an attorney review the bid package as needed.

Disclaimer: All information provided to prospective buyers is provided as a courtesy, and the information is deemed to be from reliable sources. However, none of the property information provided is guaranteed by Matre Forestry nor the seller. It is understood that the bidder relies solely on their own inspection of the property and timber for the computation of the bid price. Total acres, timber acres by timber type, property descriptions, timber descriptions and age, timber volume and value, soil types, property lines, timber type lines, maps, property legal description, property tax amount, condition description, and all other information is not guaranteed.

Tract: +-101.09 Deeded Acres; Ken Williams Tract, Atkinson County GA; Parcel 0030 008; Part of Land Lot 345 of the 6th land District.

Bid Price: \$_____ per acre X +-101.09 Deeded Acres =
Total Bid Price of \$_____
in cash as is where is.

The bid is not contingent on bank financing. The showing period prior to the bid opening was the due diligence period. There is no buyer's premium (the seller pays the commission).

Buyer may elect to have a new survey done by a GA Registered Surveyor prior to closing, at the expense of the buyer. The per acre price above will be applied to the new surveyed acres to arrive at the final purchase price.

Please check the one that applies:

- ☐ I will have a new survey done and use the new survey acres to calculate the final purchase price.
☐ I will base my final purchase price on the deed acres of +-101.09 acres, as written above.

Bidder Name: _____

Bidder Title: _____

Company Name: _____

Primary Phone Number: _____

Primary Email Address: _____

Mailing Address: _____

Bidder Signature: _____ Date: _____

Below this line is reserved for Matre Forestry Consulting, Inc. and the Seller

Received by _____ Date: _____

Accepted by Seller: Kenneth Porter Williams, Signature: _____

Date: _____

Primary Phone Number: _____

Primary Email Address: _____

Mailing Address: _____

You are invited to personally attend and witness the bid opening at 10 AM on Thursday October 11th, 2018 at the Matre Forestry Consulting Inc. office located at 2549 Lafayette Plaza Dr, Ste 204, Albany GA 31707. If you can not attend, please email, fax, or mail your bid form into the address above. Please verify receipt of your bid.



Matre Forestry Consulting, Inc.

2549 Lafayette Plaza Dr
Suite 204
Albany GA 31707
Office (229) 639 4973 Fax (229) 255 2910
www.matreforestry.com



8/23/2018

Re: Land & Timber Sealed Bid Sale **BROKER PARTICIPATION FORM**

Dear Land & Timber Buyers,

On behalf of Mr. Ken Williams, we are pleased to invite you to bid on the following +-101 acre land & timber sale in Atkinson County GA. Bid opening is 10 AM 10/11/2018 at the Matre Forestry office. In order represent a buyer in the sale you must be a licensed real estate agent/broker; you must register you and your client no later than 10/9/2018. Please fill out the following and return to Mike Matre at mike@matreforestry.com , or fax 229-255-2910, or mail to the address above. Buyer Broker commission is 2% of gross purchase price if your client purchases the property.

Brokerage Name: _____ Brokerage License #: _____
Agent/Broker Name: _____ Agent/Broker License #: _____
Title: _____
Company Name: _____
Primary Phone Number: _____
Primary Email Address: _____
Mailing Address: _____

Broker/Agent Signature: _____ Date: _____

Client Name: _____
Client Signature: _____ Date: _____

Below this line is reserved for Matre Forestry Consulting, Inc.

Received by _____ Date: _____

NOTE: To make sure you receive invitations to bid on future land or timber sales, please sign up for the Matre Forestry newsletter at <https://www.matreforestry.com/newsletter.html> .

We appreciate your interest in the sale. Please contact us if you have any questions, or if you would like us to show you the property. We hope to see you at the bid opening, but if you cannot make it, please get your bid to us prior to the bid opening.

Sincerely,

Mike Matre, ALC, ACF, RF

President, Matre Forestry Consulting, Inc.

Georgia & Alabama Registered Forester (GA# 2486, AL# GA2486)

Georgia & Alabama Licensed Real Estate Broker

Mobile (229) 869-1111

mike@matreforestry.com

