



## REAL ESTATE

2186 SYLVESTER HWY, SUITE 1  
MOULTRIE, GEORGIA 31768

### CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia  
County of Macon

Property Address: Tract(s) \_\_\_\_\_, +/- Acres, 100 Shiloh Church Road  
Montezuma, GA 31063

The undersigned Purchaser, \_\_\_\_\_, agrees to buy, and the undersigned Seller, agrees to sell with The Weeks Group, LLC, a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property"). Time being of the essence, this sale shall be closed on or before Monday, June 3, 2024.

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

Purchaser has paid to The Weeks Group, LLC., receipt of which is hereby acknowledged, \$ \_\_\_\_\_ (10% of Purchase Price) certified funds as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker, and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the

### CONTRACT FOR SALE OF REAL PROPERTY

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

interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker or Escrow Deposit Holder (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker and Escrow Deposit Holder accordingly.

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

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

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

Broker retains the right not to deposit Purchaser's earnest money deposit in Broker's escrow account until such time as this Contract is accepted by all parties.

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

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,

CONTRACT FOR SALE OF REAL PROPERTY

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

COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

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

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

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

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

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

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

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

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

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

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

For all purposes in this Contract, an electronic signature or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Contract with original

CONTRACT FOR SALE OF REAL PROPERTY

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

signatures if requested to do so by any other party to this Contract.

SAMPLE

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

**PURCHASER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**PURCHASER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SELLER:**

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY  
BY BROKER OR BROKER'S AFFILIATED LICENSEE:**

**The Weeks Group, LLC. [GA R.E. Lic. #80239]**

By: \_\_\_\_\_

As its: Broker GA R.E. Lic. # 341667

Date: \_\_\_\_\_

**CONTRACT FOR SALE OF REAL PROPERTY**

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

## Exhibit "A"

### Legal Description

A tract of land lying and being situated in Land Lots \_\_\_\_\_ in the 15<sup>th</sup> Land District of Macon County, Georgia and being described as tract(s) \_\_\_\_\_ containing \_\_\_\_\_ +/- acres according to an engineer's sketch attached to this contract as Exhibit "A2", and being all or a portion of that tract of land being more particularly described as follows:

**Tax Parcel Numbers:** 1060O 0062P

**Property Description:** 149LL/15LD, 0.66+/- Acres, Plant Tract, 76 Shiloh Church Rd, Macon County, GA

All that certain property situated and being In Land Lot No 149 in the 15th District of originally Houston, now Macon County, Georgia on the North side of State Highway No 26 and shown in detail on plat prepared by J.R. Curtis, dated April 2, 1959, as revised on April 13, 1959, recorded in Plat Book #3, Page 69, Macon County Deed Records, made a part hereof by this reference thereto, described as follows. Beginning at a point on the North right-of-way line of State Highway No 26 a distance of 1815.7 feet North 89 degrees 10 minutes West from the Southeast corner of Land Lot No 149, and running thence along the North right-of-way of said State Highway No 26 North 89 degrees 10 minutes West 264.1 feet to a point, run thence run North 0 degrees 50 minutes East 230 feet to the point of beginning run thence N 0 degrees 50 minutes East a distance of 110 feet to a point run thence South 89 degrees 10 minutes East a distance of 258.5 feet to a point run thence Due South a distance of 110 feet, run thence North 89 degrees 10 minutes West a distance of 260 feet to the Point of Beginning,

The above tract contains .66 acres and the legal description Is derived from a plat of survey of the entire 204 acres as shown on plat prepared by Richard L Jones dated July 1, 1972 entitled property of " Guy W. Freeman" recorded Plat Book \_\_\_\_\_, Page \_\_\_\_\_ Clerk's Office of Macon Superior Court which plat Is incorporated herein by reference thereto

Located on the above property is Sidney Lanier Pecan Cleaning Plant.

Portion Map Parcel Number 1060-O-0062 / 1060-O-0062P

This is the identical property conveyed to Sidney Lanier Farms, LLC in Deed Book, 404.

Pages, 185, 186, Macon County Clerk's Office, Georgia

**Tax Parcel Numbers:** 1060O 0059P

**Property Description:** 148-149LL/15LD, 8.59+/- Acres, Warehouse, Macon County, GA

All that tract or parcel of land situate, lying and being m Land Lots 148 and 149 of the 15<sup>th</sup> Land District of Macon County, Georgia, as more particularly shown as tract 1, comprising 8.59 acres on a plat of survey designated " Survey for Lloyd Yoder Estate " prepared by Kenneth Earl Dunmon, Survey, on December 27, 1982, a copy of said plat being of record in Map Book 9, Page 60, Clerk's Office, Macon Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto

### CONTRACT FOR SALE OF REAL PROPERTY

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

Map Parcel Number 1060-O-0059P

This is the same property acquired by Sidney Lanier by Warranty Deed dated January 14, 1983, recorded in Deed Book 44, at Page 323 in the Office of Macon County Superior Court

This is the identical property conveyed to Sidney Lanier Farms, LLC in Deed Book, 404, Pages, 177, 178 , Macon County Clerk's Office, Georgia

**Tax Parcel Numbers:** 1060O 0066A

**Property Description:** 148-149LL/15LD, 31.58+/- Acres, State Route 26 Rd, Macon County, GA

All that tract or parcel of land situate, lying and being in Land Lots 148 and 149 of the Fifteenth Land District of Macon County, Georgia, and being a tract of land containing 31.58 acres according to a plat of survey prepared by Kenneth Earl Dunmon, Land Surveyor, said plat of survey captioned" Survey for Elaine Lanier", Dated August 12, 1993, and recorded in Plat Book 13, Page 167, Clerk's Office, Superior Court. Said Plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

Map Parcel Number: 1060-O-0066A

This is the same property acquired by Elaine W. Lanier by Warranty Deed dated September 8, 1993, recorded in Deed Book 114, at Page 48 in the Office of the Clerk of Macon County Superior Court

This is the identical property conveyed to Sidney Lanier Farms, LLC

In Deed Book, 404, Pages 183, 184, Macon County Clerk's Office, Georgia

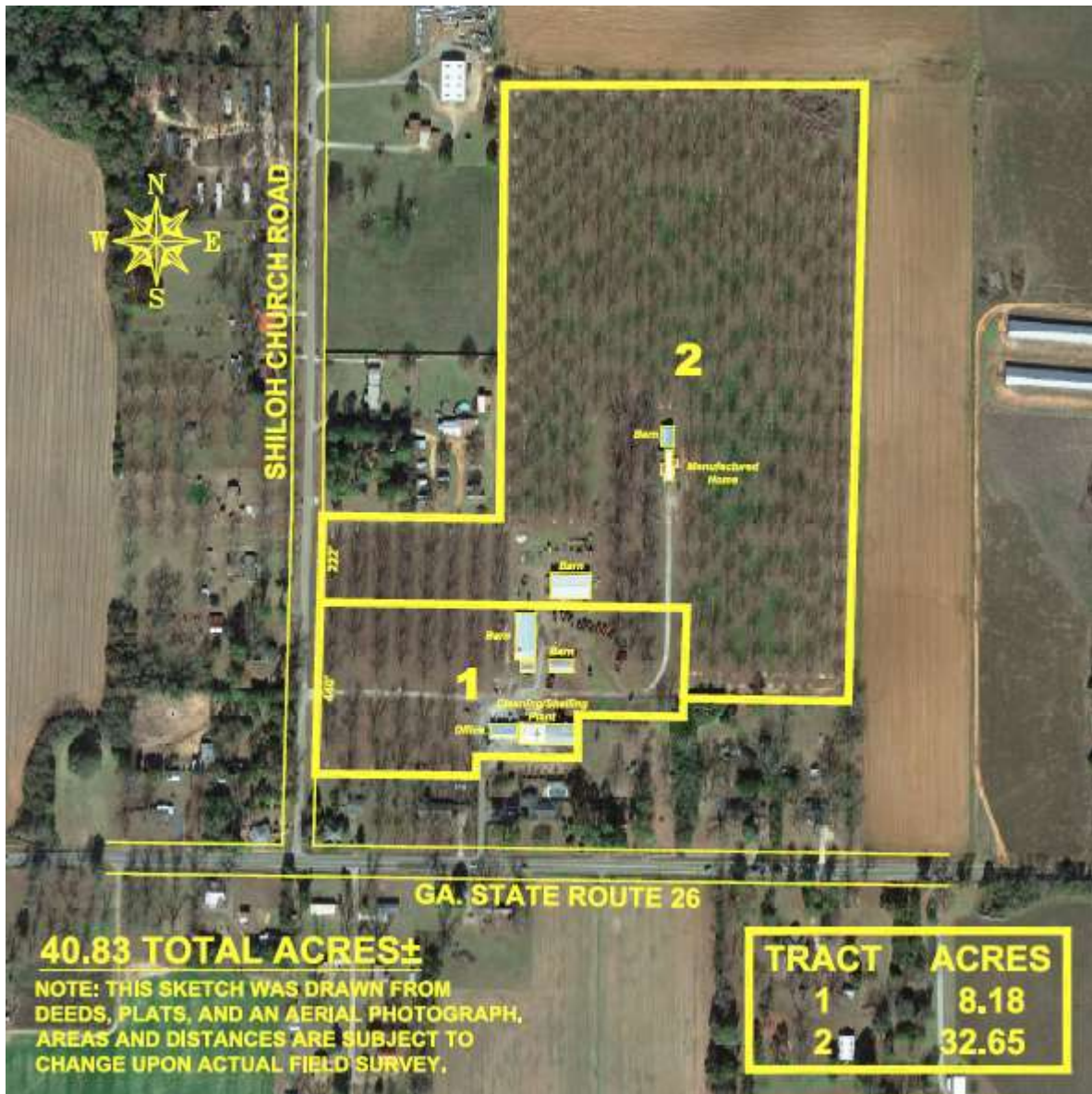
CONTRACT FOR SALE OF REAL PROPERTY

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



Exhibit "A2"

Engineer's Sketch



CONTRACT FOR SALE OF REAL PROPERTY

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



## Exhibit "B"

### Special Stipulations

1. This sale will be closed by Willis A. DuVall of Moore, Clark, DuVall & Rodgers located at 2829 Old Dawson Road, Albany, GA 31707, (229) 888-3338. The closing attorney will charge the purchaser a closing fee of \$600.00 per cash transaction and \$895.00 per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
3. TRACT 1 ONLY: Purchaser acknowledges, affirms and understands that Tract 1 does not have any water source or water well located on Tract 1. However, at Closing, the Purchaser of Tract 1 shall enter into a Shared Well Agreement with the Purchaser of Tract 2 and Elaine Williams Lanier, the owner of the adjacent property with a Water Well which is currently supplying water to Tract 1, Tract 2, and Elaine Williams Lanier's adjacent property. The Shared Well Agreement to be executed at Closing by the Purchaser of Tract 1, the Purchaser of Tract 2, and Elaine Williams Lanier is attached hereto as Exhibit "D" and incorporated herein for all purposes.
4. TRACT 2 ONLY: Purchaser acknowledges, affirms and understands that Tract 2 does not have any water source or water well located on Tract 2. However, at Closing, the Purchaser of Tract 2 shall enter into a Shared Well Agreement with the Purchaser of Tract 1 and Elaine Williams Lanier, the owner of the adjacent property with a Water Well which is currently supplying water to Tract 1, Tract 2, and Elaine Williams Lanier's adjacent property. The Shared Well Agreement to be executed at Closing by the Purchaser of Tract 2, the Purchaser of Tract 1, and Elaine Williams Lanier is attached hereto as Exhibit "D" and incorporated herein for all purposes.
5. This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 539, Page 69-70. the office of the Clerk of Superior Court, Macon County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2027. As a part of this transaction, Purchaser shall assume and/or continue the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes

#### CONTRACT FOR SALE OF REAL PROPERTY

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

that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.

6. This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 622, Page 3-4. the office of the Clerk of Superior Court, Macon County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2032. As a part of this transaction, Purchaser shall assume and/or continue the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.
7. This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 621, Page 339-340. the office of the Clerk of Superior Court, Macon County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2032. As a part of this transaction, Purchaser shall assume and/or continue the Covenants, and in the event Purchaser does not qualify to assume or continue the Covenants or fails to timely file an application to assume or continue the Covenants, then Purchaser shall be responsible for and pay any and all ad valorem taxes, costs and penalties associated with a breach, if any, of the Covenants. Seller agrees to fully cooperate with Purchaser's application for continuation or assumption of the Covenants. However, neither the Seller nor the Broker makes or have made any warranties or representations regarding the Covenants or the Purchaser's ability to qualify to continue or assume the Covenants. Further, the Purchaser does agree to indemnify and hold harmless the Seller, the Broker and the closing attorney from any and all costs, penalties, attorney's fees, and ad valorem taxes that are due and required to be paid as a result of the termination and/or breach of the Covenants. This warranty and indemnity shall survive the closing of the sale contemplated hereby and shall not be merged into the same.
8. In the event the property sells divided a boundary survey will be made by Craig Bargstadt of True Point Surveying located at 637 Pat Dixon Road, Hazlehurst, Georgia, (912) 551-9172, a land surveyor registered in the state of Georgia to perform a boundary survey of the property in accordance with the minimum technical requirements for the state of Georgia and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The surveyor will charge \$0.36 cents per linear foot on all exterior lines and \$0.18 cents per linear foot on all common lines between auction purchasers. The final sale price shall be determined by multiplying \$ \_\_\_\_\_/acre (contract price per acre) by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to the actual survey. All survey expenses will be paid by the Purchaser. For this fee, the surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. As used herein, the term "surveyed acreage" means the total gross acreage of the property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roads) easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. If the purchaser wants survey services in addition to the above-described services, the surveyor will provide them for an additional fee. In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense.
9. The 1998 Buccaneer Homes Challenger 16x76 Manufactured Home with VIN ALBUSW03984808 located on Tract 2 will be conveyed with the Property at closing.
10. Possession of the property is subject to rights of tenants in possession. Property is being rented on a month-to-month basis. No rent will be prorated as of the date of closing.

CONTRACT FOR SALE OF REAL PROPERTY

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

11. The well located on Tract 1 is permitted by Environmental Protection Division Ground Water Permit Number A89-094-0058.
12. Above Ground or Underground Tanks (Tank Gas on Tax Card)? Property is being sold subject to the presence of underground storage tank(s). Auctioneer and Sellers do not warrant or covenant with Purchaser with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Purchaser is to rely upon its own environmental audit or examination of the premises.
13. The 2024 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
14. The property is being sold as-is where-is.
15. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.
16. This contract excludes all personal property located on the property.
17. This property is being conveyed by Trustee's Deed.
18. Possession of the property will be granted at closing.

CONTRACT FOR SALE OF REAL PROPERTY

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

Exhibit "C"

AGENCY / TRANSACTION BROKER

This Exhibit sets forth the relationship of the Broker(s) to Purchaser and Seller for the purchase and sale of real property located at Tract(s) \_\_\_\_\_, \_\_\_\_\_ +/- Acres, 76 Shiloh Church Road, Montezuma, Macon County, GA 31063 with an Offer Date of April 18, 2024.

BROKERAGE AND AGENCY

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

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

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

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

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

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

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

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

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

Dual Agency Disclosure

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

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

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

Transaction Brokerage Disclosure

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

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

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

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

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

CONTRACT FOR SALE OF REAL PROPERTY

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

EXHIBIT "D"

RETURN TO:  
Willis A. DuVall, Jr.  
MOORE, CLARKE, DuVALL & RODGERS, P.C.  
P.O. Drawer 71727  
Albany, Georgia 31708

**SHARED WELL AGREEMENT**

THIS SHARED WELL AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between, **Elaine Williams Lanier** (hereinafter "Lanier") and \_\_\_\_\_ (hereinafter "Tract 1 Owner") and \_\_\_\_\_ (hereinafter "Tract 2 Owner").

WHEREAS, Lanier is the owner of that certain tract or parcel of land that contains a water well (hereinafter the "Water Well") and said property is more particularly described as:

All that tract or parcel of land lying and being in Macon County, Georgia, and being the same property conveyed to Sidney Lanier by that certain deed recorded in Deed Book 11, Page 193, in the Clerk's Office, Macon Superior Court, GA, which contains 1.38 acres and is currently the primary residence of Elaine Williams Lanier and is known as Macon County, Georgia Tax Parcel 10600 0062.

There is on said property a house known under the present plan of numbering as 3665 Highway 26 East, Montezuma, Georgia.

(the "Lanier Tract")

and;

WHEREAS, Tract 1 Owner is the owner of that certain tract or parcel of land described as follows:

All that tract or parcel of land lying and being in Macon County, Georgia, and being more particularly shown and described on Exhibit "A" attached hereto and incorporated herein for all purposes.

(the "Tract 1 Property")

WHEREAS, Tract 2 Owner is the owner of that certain tract or parcel of land described as follows:

All that tract or parcel of land lying and being in Macon County, Georgia, and being more particularly shown and described on Exhibit "B" attached hereto and incorporated herein for all purposes.

(the "Tract 2 Property")

and

WHEREAS, Tract 1 Property, owned by Tract 1 Owner and Tract 2 Property owned by Tract 2 Owner each do not have a well for water or access to a water supply on their property;

CONTRACT FOR SALE OF REAL PROPERTY  
Seller(s) initials \_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_

WHEREAS, the Lanier Tract being the property of Lanier does have a well on the property; and

WHEREAS, the parties hereto desire to enter into a Shared Well Agreement providing Tract 1 Owner and Tract 2 Owner with use and access to water from the Water Well located on the property owned by Lanier for the benefit of Tract 1 Property and Tract 2 Property; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained in this agreement and other good and valuable considerations, the parties do agree and covenant to the following:

1. Lanier hereby grants to Tract 1 Owner and Tract 2 Owner for the benefit of their property a license to use and receive water from the Water Well located on the Lanier Property owned by Lanier, for the benefit of Tract 1 Owner and the Tract 1 Property and Tract 2 Owner and the Tract 2 Property for a period of one hundred eighty (180) days from the date of this Agreement set forth above; and
2. The parties hereto agree that Lanier shall be responsible for any and all costs, maintenance and repair expenses associated with the well, pump and other equipment for the Water Well located on the Lanier Property; and
3. The parties hereto agree that Tract 1 Owner and Tract 2 Owner shall each be responsible for any and all costs, maintenance and repair expenses associated with any and all equipment associated with the Water Well located on their Property; and
4. To the extent required to effectuate the terms of this Agreement, Tract 1 Owner does hereby further grant to Tract 2 Owner a license over, across and through the Tract 1 Property as shall be reasonably necessary for the water well equipment located on Tract 1 Property necessary to allow water from the Water Well to reach the Tract 2 Property.
5. The parties hereto acknowledge, agree and affirm that this Shared Well Agreement shall expire and terminate one hundred eight (180) days from the date of this Agreement.
6. Tract 1 Owner and Tract 2 Owner shall indemnify and hold Lanier harmless from and against any and all damages, demands, claims, losses, liabilities, injuries to third parties and property, deaths, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs and expenses whatsoever, which arise in connection with this Agreement and Lanier supplying water under this Agreement, including, any and all costs and expenses that may incur in connection with any such liabilities.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
8. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.
9. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
10. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024

(Signatures on following page)

CONTRACT FOR SALE OF REAL PROPERTY

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



LANIER:

\_\_\_\_\_(SEAL)  
Elaine Williams Lanier

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 2024, in  
the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

TRACT 1 OWNER:

\_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 2024, in  
the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

(Signatures continue on following page)

CONTRACT FOR SALE OF REAL PROPERTY  
Seller(s) initials \_\_\_\_\_; Auctioneer/Broker's initials \_\_\_\_\_; Purchaser(s) initials: \_\_\_\_\_

TRACT 2 OWNER:

\_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_, 2024, in  
the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

SAMPLE

**EXHIBIT “A”**  
**[Legal Description for Tract 1 Property]**

SAMPLE

**EXHIBIT “B”**  
**[Legal Description for Tract 2 Property]**

SAMPLE