

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE (“Agreement”) is made and entered into as of the ___ day of June, 2018 (“Effective Date”), by and between **COBB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as “Purchaser”), and **WYLENE S. TRITT, a/k/a MINNIE WYLENE TRITT**, a resident of Cobb County, Georgia (hereinafter referred to as “Seller”).

WITNESSETH:

WHEREAS, Seller is the owner of two parcels of real property identified as Tax Parcel No’s: #16096500010 and #16096600010 located at 3540 Roswell Road, Marietta, Cobb County, Georgia 30062, and as further described in Exhibit “A”, attached hereto and by reference made a part hereof (the “Property”); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase a portion of the Property as described below upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement, will have the meanings set forth in this Section 1.0 unless otherwise expressly provided herein.

a. "Closing" means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Sections 7.0 and 8.0.

b. "Closing Date" means on or before June 29, 2018, when the purchase and sale contemplated by this Agreement is to be consummated.

c. "Date hereof" means the Effective Date.

d. "Day", "month" and "year" means calendar day, calendar month and calendar year.

e. "Environment" means navigable waters, waters of the contiguous zone, ocean waters, natural resources, surface waters, ground water, drinking water supply, land surface, subsurface strata, ambient air, both inside and outside of buildings and structures, and plant and animal life on earth.

f. "Environmental Law" shall mean any applicable Federal, State, foreign or local law, principles of common law, statute, regulation or ordinance or any judicial or

administrative decree, order, judgment, injunction or decision, whether now existing or hereinafter enacted, promulgated or issued, relating to pollution, protection of the Environment or public health and safety, including but not limited to the release or threatened release of Hazardous Substances into the Environment or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated hereunder, and Amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of Titles 26 U.S.C., 33 U.S.C., and 42 U.S.C., and in 42 U.S.C. §9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. §2061 et seq.); (v) the Clean Water Act (33 U.S.C. §1251 et seq.); (vi) the Clean Air Act (42 U.S.C. §7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §§201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. §432); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of Titles 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. §1101 et seq.).

g. "Hazardous Substance" means any substance regulated under or defined by Environmental Laws, including but not limited to, any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

h. "Herein", "hereof", "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole, and not to any particular provision hereof, unless expressly indicated otherwise.

i. "Marketable" title means title which is in fact good and marketable and which is shown by the record to be marketable and shall be insurable as such by a reputable national title insurance company, duly licensed and regularly doing business in the State of Georgia, at its standard rates, subject only to the Permitted Title Exceptions. Marketability will be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

k. "Permitted Title Exceptions" means those Title Defects subject to which Purchaser agrees to accept or waives objection to in the title to the Property as provided in Section 6.0 hereof and those Title Defects which are set forth in Exhibit "B" attached hereto, incorporated herein, and by this reference made a part hereof.

m. "Property" means the tract of land more particularly described in Exhibit "A", attached hereto, incorporated herein and by this reference made a part hereof, including but not limited to: (a) all buildings, structures, fixtures and improvements; (b) all permits, licenses, surveys, plans, studies, contract rights and documents pertaining to the Property; (c) all easement

rights, strips, gores, interest in adjoining rights-of-way, the right of ingress thereto and egress therefrom and other appurtenances pertaining to the Property. The exact acreage and a full legal description of the Property will be determined by survey and be subject to the agreement of the parties. The Property will be divided into two tracts known as the Option Tract and the two parcels of the Bargain and Sale Tract.

The final survey (the "Approved Survey") of the Property shall be approved by both parties and shall divide by metes and bounds the following parcels in substantial conformity to the preliminary lot split survey attached hereto as Exhibit "C":

- (1) The two Bargain and Sale Tract parcels totaling 29.3333 +/- acres, as set forth on the preliminary lot split survey attached hereto as Exhibit "C" attached hereto and made a part hereof by reference (hereinafter referred to as the "Bargain and Sale Tract"); and
- (2) The Option Tract, which shall consist of 24.3667 +/- acres, more or less, as set forth on the preliminary lot split survey attached hereto as Exhibit C attached hereto and made a part hereof by reference (hereinafter referred to as the "Option Tract"); and

n. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the Environment.

o. "Threat of Release" shall mean a substantial likelihood of a Release which reasonably requires action to prevent or mitigate damage to the Environment which may result from such Release.

p. "Title Defect" means any lien, encumbrance, security interest or title, charge, reservation, lease, tenancy, easement, right-of-way, use, encroachment, restrictive covenant, condition, limitation, special assessment and any other burden, right, or privilege, including matters revealed by a physical inspection of the Property and matters of survey, which could or would be considered exceptions or exclusions to a policy of title insurance or objections to Seller's fee simple title to the Property.

2.0 Agreement to Sell and Purchase: Seller agrees to sell and donate, and Purchaser agrees to purchase and accept, the Bargain and Sale Tract, subject to and upon the terms and conditions hereinafter set forth in this Agreement.

3.0 Purchase Price and Payment:

a. The total purchase price shall be Eight Million Four Hundred Thousand and no/100 Dollars (\$8,400,000.00) for that portion of the Bargain and Sale Tract being acquired by the Purchaser pursuant to its appraised value with the remainder of the Bargain and Sale Tract constituting a charitable gift from Seller to Purchaser;

In addition, at Closing the Seller and Purchaser shall enter into an Option Agreement (the "Option Agreement") granting an Option to Purchaser to purchase the Option

Tract from the Seller at any time during her lifetime with Seller's consent or from Seller's Estate for a period beginning at such time as Seller's Estate has notified Purchaser of Seller's death and continuing for six months thereafter, unless said option period is otherwise extended by Seller's estate ("Option Period"), pursuant to the same terms and conditions of this Agreement, except the price which shall be equal to the appraised value of the Option Tract, said appraised value being subject to the final approval of both parties determined as of the date of the binding exercise of the option to purchase the Option Tract, but not less than Eight Million and no/100 Dollars. If the Option Tract is sold to the Purchaser with the consent of Seller during Seller's lifetime, the Seller shall be entitled to reserve a life estate interest in the Option Tract to allow Seller to continue to live in her residence for the remainder of her life. The consideration required for the Option is included in the purchase of the sale tract by Purchaser, and no other consideration is required.

c. Purchaser shall deposit with Gregory, Doyle, Calhoun and Rogers, P.C. (the "Escrow Agent") the sum of SIXTY THOUSAND AND NO/100THS DOLLARS (\$60,000.00) as an earnest money deposit (hereinafter "Earnest Money") within five (5) business days after full execution of this Agreement, which shall be held in a non-interest-bearing account. Upon Closing, the Earnest Money shall be applied towards the Purchase Price, and, shall be refundable to Purchaser if Purchaser elects to terminate this Agreement for any reason, other than a default hereof by Purchaser.

d. The balance of the Purchase Price (less credit for the Earnest Money which shall be paid to Seller at Closing, and after adjustments for any pro-rations and expenses as provided in this Agreement) shall be paid, to Seller at closing.

4.0 Due Diligence:

a. Inspections: Purchaser and its agents, employees, contractors and representatives shall have from the Effective Date until and including the Closing Date (the "Due Diligence Period") to conduct such tests, inspections, studies, assessments, or examinations ("Inspections") of the Property as Purchaser desires, in its sole discretion. During the Due Diligence Period, Purchaser shall have free access to the Property (with prior notice) to conduct such Inspections and Seller's records relating to the Property. Purchaser shall provide at least 24 hours' notice to Seller in the event Purchaser desires to inspect the residential home on the Property. Seller shall, within five (5) business days of the Effective Date, provide to Purchaser copies of all surveys and all other documentation in the possession of Seller related to the transaction and the Property. Purchaser shall repair any damage caused by Purchaser, its contractors or agents in performing any Inspections of the Property and shall restore the Property to substantially the condition as existed prior to the exercise of such rights by Purchaser and shall indemnify Seller for any personal injury to any agent or other individual which may occur as a result of the Purchaser's physical inspection of the Property as part of its Due Diligence.

b. Environmental Assessment. Purchaser shall have the right prior to expiration of the Due Diligence Period, to conduct environmental assessments as necessary to identify the existence of actual or potential sources of liability in the Environment of the Property ("Environmental Assessments"). Seller herein authorizes Purchaser, its agents and contractors to enter the Property for the purpose of conducting said Environmental Assessments and agrees to

provide Purchaser with all information in Seller's possession or within Seller's knowledge concerning the Property's prior use(s).

c. **Termination of Agreement.** If, after such Inspections or Environmental Assessments, Purchaser finds the Property unsuitable for any reason, in Purchaser's sole discretion, Purchaser may terminate this Agreement by written notice to Seller on or before the Closing Date. Upon such timely termination, the Escrow Agent shall return the Earnest Money to Purchaser, and the parties shall have no further obligations, rights, or duties under this Agreement, except as expressly provided herein.

5.0 Covenants, Representations and Warranties:

Seller covenants, represents and warrants to Purchaser, as an inducement to Purchaser entering into this Agreement, the following (which covenants, representations and warranties shall be true and correct as of the date hereof and as of the date of Closing), and each of which will be deemed to be material to this Agreement:

a. **Authority:** Seller has or by Closing will have the full right, power and authority to enter into this Agreement and to execute the terms and provisions hereof.

b. **Binding Agreement:** This Agreement, when executed and delivered by Seller to Purchaser, shall constitute a valid and binding obligation of the Seller, and will be enforceable in accordance with its terms.

c. **Title:** Seller is vested with good, Marketable and insurable fee simple title to the Property, free and clear of all Title Defects except Permitted Title Encumbrances, as provided in Sections 1.0 and 6.0.

d. **Encroachments:** To the actual knowledge of Seller, there are no encroachments on the Bargain and Sale Tract, other than a fence encroachment along the southern boundary line of the Property adjacent to Lot 43 of Hidden Hollow Subdivision. The Seller agrees to obtain prior to Closing an encroachment agreement from the neighbor regarding the fence encroachment.

e. **Liens:** There are no outstanding State, Federal or local taxes, liens, claims, or demands pending against the Seller which accrued prior to the date of Closing, which constitute or will constitute a lien against the Property; and there are no unpaid charges, debts, liabilities, claims or obligations arising from the construction, occupancy, ownership, use or occupation of the Property which would give rise to any mechanic's or materialmen's liens or other statutory liens against the Property which will not be paid by Seller at Closing, or for which Purchaser will be responsible.

f. **Liabilities:** Seller has not entered into any agreements or incurred any liabilities or obligations to any individual or party relating to the Property which shall be the responsibility of Purchaser after Closing, excepting easements, agreements of record and contracts relating to the property which are terminable by Seller at closing (unless Purchaser expressly elects to assume any such contracts).

g. Execution: The execution and delivery of all instruments and documents required hereunder to consummate the transactions provided for herein have been or will have been obtained and properly executed at the time of the Closing, and, excepting those instruments and documents to be held in escrow pending Closing will, when executed and delivered by Seller, constitute a valid and binding obligation of the party or parties executing and delivering the same in accordance with their terms.

h. Leases/Tenants: There are no leases or tenants of the Property, and no person, firm, corporation or other entity has any right or option to purchase, lease or occupy the Property, or any part thereof.

i. Litigation: There are no actions, suits, claims, demands or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

j. No Further Encumbrances: Seller shall not grant or otherwise create or consent to the creation of any easement, restriction, lien, assessment, encumbrance, or other matter affecting title to the Property or any portion or portions thereof except as agreed to by Purchaser in writing.

k. Environmental: During the time the Property has been owned by Seller, (i) the Property has never been and is not being used for the storage, treatment, processing or other handling of any Hazardous Substance in violation of Environmental Law; (ii) Seller has not received notice of violation of any Environmental Law affecting the Property; (iii) there has not been a Release on the Property nor is there any Threat of a Release of Hazardous Substances on the Property or Environment around the Property; and (iv) there are no underground storage tanks located on the Property.

l. Violations: Seller has not received, with respect to the Property, any written notice from any insurance company, governmental agency or any other party of (i) any condition, defect or inadequacy affecting the Property, that if not corrected, would result in termination of insurance coverage, or increase in the cost thereof; (ii) any violation of any restrictive covenant or deed restriction affecting the Property and any building codes and/ or zoning ordinances or other restriction or governmental requirements; or (iii) any pending or threatened condemnation proceedings.

m. Foreign Person: Seller is not a “foreign person” within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended (“Code”).

6.0 Title and Survey:

a. Title: Seller agrees to convey to Purchaser at Closing by Limited Warranty Deed Marketable Title to the Property, warranting title as to all matters subject only to the Permitted Title Exceptions. Purchaser shall have until the expiration of the Due Diligence Period

to examine title to the Property and to secure a commitment in writing, from an American Land Title Association title insurer of Purchaser's choice, for the issuance of an owner's policy of title insurance, committing to insure, at its standard rates or less, Purchaser and the title to be conveyed by Seller to Purchaser pursuant to this Agreement, free and clear of all Title Defects, except the Permitted Title Exceptions, and further committing to insure said title as to those matters which may be revealed by an inspection or survey of the Property and not otherwise objected to by Purchaser. Purchaser shall, prior to the expiration of the Due Diligence Period, provide a copy of said commitment to Seller and notify Seller in writing of any Title Defects, other than Permitted Title Exceptions, set forth in the commitment which are not acceptable to Purchaser. Seller shall have a reasonable time after receipt of such notification to cure all such defects, or to notify Purchaser in writing within ten (10) days after receipt of Purchaser's notice, that it elects not to cure such objectionable Title Defects. If Seller notifies Purchaser that it elects not to cure, or Seller fails or is unable to cure prior to Closing, such defects, then Purchaser shall have the right to: (a) waive any remaining uncured Title Defects and proceed to Closing; or (b) cancel this Agreement and receive a refund of the Earnest Money, whereupon the parties shall be relieved of all further obligations hereunder, except for those obligations which by their express terms survive the termination of this Agreement; or (c) neither to waive the uncured Title Defects nor to cancel this Agreement, but to pursue Purchaser's remedies against Seller for any breach hereof, at law and/or in equity.

b. Survey: Prior to Closing, Purchaser shall obtain a survey of the Property by a surveyor of Purchaser's choice. The survey shall certify the acreage of the Bargain and Sale Tract and the Option Tract, computed to the nearest 1/100th of an acre, excluding such portions of the Property as are within any public road rights-of way. The Survey and its delineation of the gift parcel and the sale parcel comprising the Bargain and Sale Tract and also the Option Tract shall be subject to the final approval of both parties (and once approved shall be referred to herein as the "Approved Survey"). In the event such survey reveals any encroachments or other matters unacceptable to Purchaser, in its sole discretion, Purchaser shall have the right to object to such survey matters by written notice to Seller prior to the expiration of the Due Diligence Period. Purchaser acknowledges that Seller's prior survey prepared by Carlton Rakestraw discloses a fence encroachment along the southern boundary line of the Bargain and Sale Tract adjacent to Lot 43 of Hidden Hollow Subdivision. Purchaser hereby objects to such fence encroachment along the southern boundary line of the Bargain and Sale Tract. Seller shall have the right to cure or elect not to cure such survey matters in the manner as provided in Section 6.0 a. above. If Seller elects not to, fails to, or is unable to cure such survey matters prior to Closing as provided in Section 6.0 a. above, then Purchaser shall have the right to: (a) waive any remaining uncured survey matters and proceed to Closing; (b) cancel this Agreement and receive a refund of the earnest money, whereupon the parties shall be relieved of all further obligations hereunder, except for those obligations which by their express terms survive the termination of this Agreement; or (c) neither to waive the uncured Title Defects nor to cancel this Agreement, but to pursue Purchaser's remedies against Seller for any breach hereof, at law and/or in equity. Purchaser shall provide Seller with a copy of the survey no later than the expiration of the Due Diligence Period and Seller shall within ten (10) days after receipt of same notify Purchaser in writing of any objections to the survey, including (but not limited to) the calculation of the acreage set out thereon. The parties shall then have until Closing to attempt to resolve any objections, and if they are unable to do so, then either party may terminate this Agreement, in which case the Earnest Money shall be promptly

refunded to Purchaser and the parties shall have only the rights and obligations pertaining to this Agreement which are expressly set out herein to survive termination. In the event Seller fails to timely notify Purchaser in writing of any survey objections within the ten (10) day period set forth above in this Section 6.0 b., Seller shall be deemed to have waived the right to raise any such objections.

7.0 Closing and Closing Costs:

a. Closing. The closing of the transaction contemplated herein shall be held on or before June 29, 2018 (the "Closing Date"). The Closing shall be held at the offices of Gregory, Doyle, Calhoun & Rogers, P.C., 49 Atlanta Street, Marietta, Georgia ("Closing Attorney"), or at such other location as may be acceptable to Seller and Purchaser. Seller and Purchaser agree to reasonably cooperate with one another to deliver documents in escrow to the Closing Attorney to avoid the need for representatives of Seller and Purchaser to attend the Closing. The Closing Attorney will represent Purchaser at the Closing.

b. Closing Costs.

i. Seller. Seller shall pay costs related to the payment and satisfaction of any mortgage indebtedness for which the Bargain and Sale Tract is pledged as security, the Georgia Transfer Tax, if any, water and sewer charges through the Closing Date, Seller's legal fees, any obligation for real estate brokers' fees or finders' fees incurred by Seller with respect to the Property, and all other costs incurred by Seller or not payable by Purchaser in connection herewith.

ii. Purchaser. Purchaser shall pay the costs and premiums associated with obtaining title insurance and survey desired by Purchaser, if any, Purchaser's attorney's fees, applicable intangible taxes, applicable recording fees and any obligation for real estate brokers' fees or finders' fees incurred by Purchaser with respect to the Bargain and Sale Tract.

iii. Purchaser shall pay any reasonable and actual charges for the Escrow Agent for holding the Earnest Money.

c. Prorated Items.

i. Taxes and Assessments. General real estate taxes and assessments relating to the Bargain and Sale Tract for the year in which the Closing occurs shall be prorated as of the Closing Date based upon the current year tax assessment. Similarly, if on the Closing Date the Bargain and Sale Tract, or any part thereof, will be or will have been the subject of an assessment or assessments which are or may become payable in installments, of which the first installment is then a charge or lien, or has been paid, then for purposes of this Agreement all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of Seller's limited warranty deed to Purchaser, will be deemed to be due and payable and to be liens on the Bargain and Sale Tract affected thereby and will be prorated. If Closing shall occur before the tax rate is fixed for the year in which the Closing is held, the apportionment of taxes shall be based upon the tax rate for the immediately preceding year applied to the latest assessed valuation for the Bargain and Sale Tract. The parties agree to reasonably

cooperate to adjust the proration of taxes within thirty (30) days after the actual taxes for the year in which closing occurs are determined and pay or refund to the other party any amount required as a result of such adjustment. The proration provisions of this Section shall survive the Closing. Seller shall continue to be responsible after the Closing Date for the payment of all Cobb County property taxes on the Option Tract unless and until the Purchaser elects to acquire the Option Tract and closes its purchase of the Option Tract.

ii. No Proration of Utilities. Seller shall continue to be responsible for her utility bills and invoices to her personal residence as long as she continues to reside on the Option Tract.

8.0 Deliveries at Closing.

a. Delivery by Purchaser to Seller. At the Closing, Purchaser will properly execute and deliver to Seller the following:

- i. the Purchase Price in the manner set forth in Section 8.0 d. below;
- ii. an Option Agreement, as provided in Section 3.0 b of this Agreement;
- iii. such resolutions or other documents as Seller may reasonably request to evidence and to confirm Purchaser's power and authority to execute and deliver this Agreement and all of the agreements, instruments and documents contemplated herein to be executed and delivered by Purchaser.
- iv. Any applicable IRS forms such as Forms 170(f) and 8283.

b. Delivery by Seller to Purchaser. At the Closing, Seller will properly execute and deliver to Purchaser the following:

- i. A limited warranty deed, dated as of the Closing Date, naming as grantee Cobb County, Georgia, and conveying to Purchaser Marketable Title to the Bargain and Sale Tract, as provided in Sections 1.0 and 6.0 above.
- ii. An Option Agreement, as provided in Section 3.0 b of this Agreement;
- iii. An access easement to the Bargain and Sale Tract, as provided in Section 27.0 of this Agreement.
- iv. An owner's affidavit and such other documents executed by Seller or the appropriate representative of Seller in a form sufficient to enable Purchaser to have deleted from its policy of title insurance any exception for unfiled mechanics' and materialman's' liens and to permit the issuance at the Closing of the title insurance policy referred to in Section 6.0 hereof.
- v. Such resolutions or other documents as Purchaser may reasonably request to evidence and to confirm Seller's power and authority to execute and deliver this Agreement and

all of the agreements, instruments and documents contemplated herein to be executed and delivered by Seller.

vi. All other quitclaim deeds, releases, agreements, affidavits and other documents, all appropriately executed, reasonably necessary to enable Purchaser to comply with all commitment requirements and to have deleted from its policy of title insurance all exceptions for Title Defects, except the Permitted Title Exceptions and any Title Defects which Purchaser has waived, as provided herein.

vii. Any applicable IRS forms such as Forms 1099 and 8283.

viii. A lien waiver executed by Seller's broker confirming that such broker waives, releases, and fully discharges any and all liens, claims of lien, or any rights, power or interest that broker has with respect to the Property pursuant to O.C.G.A. Sections 44-14-600, *et seq.* or otherwise.

c. Other Documents. In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller will execute such other documents as may be reasonably and customarily required by counsel for either party or the Closing Attorney to effectuate the purposes of this Agreement.

d. Payment of the Purchase Price. At the Closing, Purchaser will tender to Seller the amount of the Purchase Price, less the Earnest Money and prorations, by wire transfer to the escrow account of the Escrow Agent.

9.0 Possession and Leases. Seller shall deliver possession of the Bargain and Sale Tract to Purchaser at Closing free and clear of any tenancies, and in the same condition as the Property existed on the date hereof, normal wear and tear excepted and acts of God and other natural disasters outside of Seller's control.

10.0 Closing Contingencies.

The obligations of Purchaser and Seller, respectively, to close the sale and purchase contemplated by this Agreement are subject to the following conditions:

a. Timely Performance. The timely and continuing performance by Seller and Purchaser of each and every covenant, agreement and obligation imposed upon such party, respectively, in this Agreement.

b. Truth and Accuracy. The truth and accuracy as of the date hereof and as of the Closing Date of each and every warranty made by Seller and Purchaser in this Agreement.

c. Approval of the Board of Commissioners. Purchaser's obligation to purchase the Bargain and Sale Tract shall be contingent upon the approval by the Cobb County Board of Commissioners of the transactions contemplated by this Agreement. In the event the Board of Commissioners fails to approve this transaction prior to the expiration of the Due

Diligence Period, this Agreement shall terminate automatically without further action of the parties, whereupon the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of all further obligations hereunder.

d. Appraisal. Purchaser acknowledges that it has obtained a satisfactory appraisal establishing the fair market value of the Bargain and Sale Tract as being equal to or more than the Purchase Price, as required by law. Purchaser agrees to provide Seller with a copy of Purchaser's appraisal upon the execution of this Agreement by both parties.

e. Bargain and Sale. This transaction is contingent upon Seller's ability to appropriately document under IRS rules a tax-deductible charitable contribution to Purchaser as contemplated from the beginning of the negotiations of the parties and in advance of the transfer of the Bargain and Sale Tract. A material part of the consideration to the Seller for selling the sale portion of the Bargain and Sale Tract is Seller's ability to document her charitable contribution as required by IRS guidelines. Purchaser agrees to reasonably cooperate in the documentation of the charitable contribution provided Purchaser incurs no additional liability, cost or expense, and is not required to make any representations regarding the tax deductibility or consequences to Seller of the transaction contemplated by this Agreement. Purchaser has provided no goods or services to the Seller in exchange for the charitable contribution. The calculations of the acreage of the parcels on the Approved Survey have been based upon appraised values. At Closing the Purchaser shall execute a Donee Acknowledgement on IRS form 8283 also executed by Seller and by appraiser. The IRS Form 8283 shall be contingent upon and subject to the final approval of both parties.

11.0. Default

a. Seller's Default: If, prior to or at the Closing, Seller defaults hereunder and fails to cure such default before the expiration of any applicable notice and cure period, or shall have failed to perform any of the covenants or agreements contained in this Agreement which are to be performed by Seller beyond the expiration of any applicable notice and cure period, or if any warranty or representation made by Seller herein is not true and correct, then Purchaser shall have the right to (a) specific performance of this Agreement; (b) pursue any remedies available to Purchaser, at law or in equity, due to such default by Seller, and/or (c) terminate this Agreement, whereupon the earnest money, if any, shall be returned to Purchaser and the parties shall be relieved of all further obligations and liabilities arising out of the Agreement, except for those obligations which by their express terms survive the expiration or termination of this Agreement. The foregoing remedies shall be cumulative and shall not be mutually exclusive. In connection with any alleged breach or default of this Agreement by Seller, Purchaser shall provide to Seller at least five (5) business days' written notice and opportunity to cure.

b. Purchaser's Default. If the Purchaser has not terminated this Agreement pursuant to any of the provisions hereof authorizing such termination, and Purchaser defaults hereunder and fails to perform any of the covenants or agreements contained herein which are to be performed by Purchaser, then Seller shall, as its sole remedy, be entitled to terminate this Agreement, whereupon the Earnest Money shall be paid by Escrow Agent to Seller. In connection with any alleged breach or default of this Agreement by Purchaser, Seller shall provide to Purchaser at least five (5) business days' written notice and opportunity to cure.

12.0 Waiver: The failure of any party to exercise any right hereunder, or to insist upon strict compliance with the terms and conditions of the Agreement, and any custom or practice of Seller or Purchaser at variance with the terms and conditions of this Agreement shall not constitute a waiver hereunder.

13.0. Entire Agreement: This Agreement supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the entire agreement and understanding concerning the purchase and sale of the Property contemplated hereby. This Agreement may not be changed orally, but only by an amendment in writing signed by Purchaser and Seller.

14.0. Notice: Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing, and shall be deemed to be delivered (a) upon receipt, if delivered by facsimile or if hand delivered, (b) on the first business day after having been delivered to a national overnight air courier service, or (c) three (3) business days after deposit in registered or certified mail, return receipt requested, address as follows:

PURCHASER:

Cobb County, Georgia
Suite 300, 100 Cherokee Street,
Marietta, Georgia 30090
Attn: Robert Hosack, County Manager;

With a copy to:
County Attorney's Office
Suite 350, 100 Cherokee Street
Marietta, Georgia 30090
Attn: Patrick Riley

SELLER:

Ms. Wylene S. Tritt
3540 Roswell Road
Marietta, GA 30062

With a copy to:
Hansell L. Smith
Attorney at Law
94 Church Street
Marietta, Georgia 30060

Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices will be sent. Rejection or refusal to accept a

notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

15.0 Survival: Any provisions of this Agreement and all warranties, representations and covenants made herein which by their terms are to survive this Agreement, shall survive the Closing and shall not be merged into the documents executed and delivered at Closing.

16.0 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Georgia. Both parties agree exclusive venue shall lie in Cobb County, Georgia.

17.0 Risk of Loss, Damage and Condemnation by other than Cobb County.

a. Risk of Loss. Seller shall bear the risk of loss with respect to the Property until possession of the Property is delivered to Purchaser as provided in Section 9 hereof.

b. Damage. In the event the Bargain and Sale Tract, or a portion thereof, is destroyed or damaged by fire or other casualty prior to the Closing, then Purchaser, at its option, may elect to either: i) accept conveyance of the remaining portion thereof and receive from Seller at Closing all insurance proceeds payable under Seller's policies of insurance for such fire or casualty; or (ii) cancel this Agreement, whereupon the Earnest Money shall be returned to Purchaser and the parties will have no further obligation hereunder, except as expressly provided herein.

c. Condemnation. In the event the Property or any part thereof is taken or condemned by governmental authority other than Cobb County prior to Closing, or any such proceeding is instituted prior to Closing, Purchaser shall have the option to either: (i) terminate this Agreement by written notice to Seller, whereupon the parties will have no further obligation hereunder; or (ii) accept conveyance of the remaining portion hereof and receive from Seller at Closing all of Seller's right, title and interest in and to any award made or to be made to Seller by reason of such condemnation or taking.

18.0 Brokers: All brokerage fees and commissions and other fees related to the transaction under this Agreement shall be paid by Seller under separate agreement between Seller and Seller's representatives, Hansell L. Smith and Whitaker W. Smith ("Broker"). Purchaser specifically represents that it is not represented by a real estate broker in this transaction. Seller hereby indemnifies and agrees to hold harmless Purchaser from any other undisclosed claim by Broker and any other real estate agent, broker or representative for any commission or fees as a result of this transaction which is not covered by such separate agreement, which claim is caused or produced by Seller.

19.0 Assignment/Binding Effect: This Agreement, and the rights and obligations hereunder, may not be assigned by either party without the prior written consent of the other party hereto, except that Seller shall have the right to transfer and assign her rights and obligations hereunder to a trust or other family entity owned and managed solely by Seller and created prior to closing for tax and estate planning purposes, provided such transfer shall not limit the obligations of Seller or the rights of Purchaser hereunder. The Agreement shall be fully binding

on and enforceable against all parties hereto and their respective heirs, administrators, successors, and permitted assigns.

22.0 TIME IS OF THE ESSENCE OF THIS AGREEMENT.

21.0 Date for Performance: If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period will be automatically extended through the close of business on the next regularly scheduled business day.

22.0 Severability: Should any portion of this Agreement be deemed invalid, illegal or unenforceable for any reason by a Court or body of competent jurisdiction, then the remaining portions of the Agreement shall remain in full force and effect.

23.0 Amendment. Except as otherwise provided herein, this Agreement may be amended only by a writing signed by both parties.

24.0 Rights Cumulative. All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law, except where otherwise expressly provided herein.

25.0 No Strict Construction. The parties hereto have participated jointly in the negotiation and/or drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, it shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

26.0 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one Agreement, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. The signature of any party to this Agreement provided electronically or by scanned email or fax or by regular copy shall be binding and enforceable against such party in lieu of the receipt of an original signature.

27.0 Special Stipulations:

(a) Access easement for the Benefit of Purchaser. As part of the conveyance of the Bargain and Sale Tract, Seller shall also grant and convey to Purchaser a perpetual, non-exclusive pedestrian and vehicular access easement to provide ingress and egress to and from the Bargain and Sale Tract and Roswell Road, initially utilizing as an entrance Seller's existing driveway from Roswell Road, but also providing access to an entrance that will be subsequently located to the existing traffic light at the intersection of Providence Road and Roswell Road. The Access Easement shall be located along the northern boundary line of the Option Tract as close as reasonably possible to the southerly right-of-way of Roswell Road. Seller, or a subsequent owner of the Option Tract if Purchaser elects not to acquire the Option Tract, shall have the right, in its

reasonable discretion and with the written consent of Purchaser as to the precise location thereof, to relocate the exact location of the Access Easement at any time, provided that such relocation is undertaken by and at the sole cost of the then owner of the Option Tract, and provided that Purchaser's access to the Bargain and Sale Tract from the entrance at Roswell Road is not materially changed or interrupted at any time and direct access to the Bargain and Sale Tract from the traffic light at Providence Road and Roswell is not restricted.

(b) No development by Purchaser. During the period that Seller continues to occupy the Option Tract and the house located thereon as her personal residence, Purchaser agrees not to construct buildings or recreational improvements to the Bargain and Sale Tract and not to develop any portion of the Bargain and Sale Tract or cut trees or clear any portion of the Property, except for regular maintenance of trees which may have died, become diseased, fallen, suffered storm damage or otherwise pose a hazard to the public, until the termination of the Option Term or until the Seller no longer resides on the Option Tract, whichever event first occurs;

(c) No sale or development by Seller. During the term of the Option Agreement, Seller agrees that Seller will not rezone, sell or otherwise dispose of any interest in, or modify, the Option Tract, or construct buildings or other improvements, or clear or grade the land or cut trees, except for regular maintenance of trees which may have died, become diseased, fallen or suffered storm damage.

(d) Reservation of Utility Easement. Purchaser acknowledges and agrees that Seller shall reserve utility easements for water, sewer, electricity, gas and any other normal utilities to benefit the Option Tract over, through and under the Bargain and Sale Tract in such locations as shall be specifically delineated by Seller and agreed to by Purchaser prior to Closing for future development of the Option Tract if Purchaser fails to exercise its purchase option for such property. Such easements must be reserved in specific locations on the Bargain and Sale Tract so as to minimize interference with Purchaser's ability to develop and use such property. In the event the Option is not exercised by Purchaser, the Seller and Purchaser agree that a subsequent developer of the Option Tract will be solely responsible for the cost of installation of such utilities but shall not be required to pay for or purchase the easement rights from Cobb County over the Bargain and Sale Tract.

(e) Naming Rights. Purchaser agrees that the Property will be called "Tritt Park".

(Signature pages to follow)

IN WITNESS WHEREOF, the authorized representatives of Purchaser have set their hands and seals and agreed to be bound hereby as of the day and year first above written.

**PURCHASER:
COBB COUNTY, GEORGIA**

By: _____
Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Approved as to Form:

Attest:

County Attorney

By: _____
County Clerk

Signature of Seller continued on next page.

IN WITNESS WHEREOF, the Seller has set her hand and seal and has agreed to be bound hereby as of the day and year first above written.

SELLER:

_____(Seal)

WYLENE S. TRITT
a/k/a MINNIE WYLENE TRITT

EXHIBIT "A"
PROPERTY DESCRIPTION
Page one of two pages

All that tract or parcel of land lying in Land Lots 965 & 966, 16th District, 2nd Section, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at a 1/2 inch reinforcing rod found at the corner common to Land Lots 966, 967, 978 & 979; Thence running along the southerly line of Land Lot 966, North 87 degrees 34 minutes 18 seconds West, a distance of 338.06 feet to a 3/4 inch open top pipe found; Thence continuing along said land lot line running North 88 degrees 15 minutes 13 seconds West, a distance of 1096.69 feet to a 1/2 inch crimp top pipe found on the corner common to Land Lots 965, 966, 979 & 980; Thence running North 88 degrees 07 minutes 42 seconds West, a distance of 995.66 feet to a point on the centerline of creek; Thence leaving said land lot line and running along centerline of creek the following courses and distances: North 28 degrees 58 minutes 57 seconds West, a distance of 19.22 feet to a point; Thence running North 51 degrees 35 minutes 41 seconds West, a distance of 16.82 feet to a point; Thence running North 45 degrees 35 minutes 23 seconds West, a distance of 28.45 feet to a point; Thence running North 05 degrees 38 minutes 27 seconds East, a distance of 22.22 feet to a point; Thence leaving creek and running South 88 degrees 32 minutes 33 seconds East, a distance of 223.30 to a 3/4 open top pipe found; Thence running North 01 degrees 03 minutes 24 seconds East, a distance of 98.91 feet to a point on the centerline of Sewell Mill Creek (a/k/a Sope Creek); Thence running along centerline of said creek the following courses and distances: North 83 degrees 39 minutes 36 seconds East, a distance of 14.84 feet to a point; Thence North 78 degrees 20 minutes 45 seconds East, a distance of 52.11 feet to a point; Thence North 59 degrees 48 minutes 00 seconds East, a distance of 45.29 feet to a point; Thence North 52 degrees 20 minutes 39 seconds East, a distance of 92.54 feet to a point; Thence North 78 degrees 17 minutes 01 seconds East, a distance of 39.51 feet to a point; Thence North 80 degrees 21 minutes 24 seconds East, a distance of 56.97 feet to a point; Thence North 72 degrees 59 minutes 01 seconds East, a distance of 60.21 feet to a point; Thence North 58 degrees 02 minutes 55 seconds East, a distance of 48.75 feet to a point; Thence North 65 degrees 45 minutes 14 seconds East, a distance of 59.79 feet to a point; Thence North 57 degrees 47 minutes 36 seconds East, a distance of 76.09 feet to a point; Thence North 46 degrees 13 minutes 30 seconds East, a distance of 45.80 feet to a point; Thence North 33 degrees 46 minutes 25 seconds East, a distance of 56.23 feet to a point; Thence North 16 degrees 05 minutes 57 seconds East, a distance of 34.27 feet to a point; Thence North 26 degrees 00 minutes 43 seconds East, a distance of 49.33 feet to a point; Thence North 22 degrees 19 minutes 55 seconds East, a distance of 35.69 feet to a point; Thence North 14 degrees 06 minutes 24 seconds East, a distance of 50.86 feet to a point; Thence North 20 degrees 28 minutes 01 seconds East, a distance of 45.90 feet to a point; Thence North 19 degrees 35 minutes 26 seconds East, a distance of 47.59 feet to a point; Thence North 03 degrees 23 minutes 15 seconds East, a distance of 50.70 feet to a point; Thence North 17 degrees 13 minutes 55 seconds West, a distance of 46.32 feet to a point; Thence North 09 degrees 40 minutes 57 seconds West, a distance of 51.94 feet to a point; Thence North 02 degrees 18 minutes 43 seconds West, a distance of 60.01 feet to a point; Thence North 02 degrees 45 minutes 57 seconds West, a distance of 56.68 feet to a point; Thence North 02 degrees 53 minutes 20 seconds West, a distance of 45.98 feet to a point; Thence 07 degrees 17 minutes 58 seconds West,

EXHIBIT "A"
Page two of two pages

a distance of 104.97 feet to a point; Thence North 04 Degrees 59 minutes 22 seconds West, a distance of 85.12 feet to a point; Thence North 00 degrees 22 minutes 29 seconds East, a distance of 47.85 feet to a point on the southerly margin of the right-of-way Roswell Road (a.k.a. S.R. 120)(variable width right-of-way); Thence leaving said creek and running along said right-of-way the following courses and distances: South 84 degrees 36 minutes 05 seconds East, a distance of 28.82 feet to a point; Thence South 88 degrees 31 minutes 14 seconds East, a distance of 95.46 feet to a concrete monument found; Thence South 76 degrees 25 minutes 04 seconds East, a distance of 51.41 feet to a concrete monument found; Thence South 88 degrees 17 minutes 47 seconds East, a distance of 24.72 feet to a concrete monument found; Thence North 74 degrees 44 minutes 34 seconds East, a distance of 47.26 feet to a concrete monument found; Thence North 87 degrees 36 minutes 51 seconds East, a distance of 80.02 feet to a concrete monument found; Thence South 88 degrees 31 minutes 14 seconds East, a distance of 460.11 feet to a concrete monument found; Thence North 01 degrees 28 minutes 41 seconds East, a distance of 10.61 feet to a point; Thence running South 88 degrees 27 minutes 04 seconds East, a distance of 360.12 feet to a concrete monument found; Thence South 20 degrees 08 minutes 46 seconds West, a distance of 53.36 feet to a concrete monument found; Thence South 70 degrees 27 minutes 39 seconds East, a distance of 19.90 feet to a concrete monument found; Thence North 20 degrees 08 minutes 29 seconds East, a distance of 59.56 feet to a concrete monument found; Thence South 88 degrees 31 minutes 19 seconds East, a distance of 28.00 feet to a point; Thence South 01 degrees 28 minutes 41 seconds West, a distance of 8.47 feet to a point; Thence South 89 degrees 03 minutes 21 seconds East, a distance of 64.98 feet to a point; Thence North 01 degrees 28 minutes 41 seconds East, a distance of 8.46 feet to a point; Thence South 88 degrees 30 minutes 14 seconds East, a distance of 315.50 feet to an iron pin set; Thence South 01 degrees 28 minutes 41 seconds West, a distance of 16.36 feet to an iron pin set; Thence South 08 degrees 26 minutes 54 seconds East, a distance of 20.30 feet to an iron pin set; Thence North 73 degrees 31 minutes 49 seconds East, a distance of 118.14 feet to an iron pin set on the easterly line of Land Lot 966; Thence leaving said right-of-way an running along said land lot line South 01 degrees 50 minutes 37 seconds West, a distance of 1305.12 feet to a ½ inch reinforcing rod found at the corner common to Land Lots 966, 967, 978 & 979 and the TRUE POINT OF BEGINNING;

Said tract or parcel of land containing 53.700 Acres

EXHIBIT “B”
PERMITTED TITLE EXCEPTIONS

1. Taxes and assessments not yet due and payable
2. Zoning ordinances affecting the Property
3. Utility, sewer and drainage easements of record, not affecting Purchaser’s proposed use of the Property
4. Right of ways of all public roads
5. All matters shown, but not objected to by Purchaser pursuant to Section 6.0 b. of this Agreement, on that certain ALTA survey prepared by Carlton Rakestraw & Associates dated January 22, 2013 and prepared for Isakson Living, Inc. and Tritt Wylie, LLC, being Project #12-060, a copy of which has been provided by Seller to Purchaser.

EXHIBIT "C"
LEGAL DESCRIPTIONS
Page one of three pages

PRELIMINARY LOT SPLIT SURVEY

EXHIBIT "C"
LEGAL DESCRIPTIONS
Page two of three pages

BARGAIN AND SALE TRACT:

(Legal to be inserted upon completion of Approved Survey)

EXHIBIT "C"
LEGAL DESCRIPTIONS
Page three of three pages

OPTION TRACT:

(Legal to be inserted upon completion of Approved Survey)