



**Fannin County Board of Commissioners
Regular Scheduled Meeting
March 28th, 2023 @ 6:00 p.m.
Jury Assembly Room
Third Floor**

OPENING OF REGULAR SCHEDULED MEETING:

Present in meeting were Chairman Jamie Hensley, Post One Commissioner Johnny Searce, Post Two Commissioner Glenn Patterson, County Clerk Sherri L. Walker & County Attorney Lynn D. Doss.

Item #1: Invocation was led by Zack Ratcliff. Pledge was led by Post One Commissioner Johnny Searce.

UNFINISHED BUSINESS:

Item #2: Board approval of the minutes from the March 14th, 2023 Regular Scheduled Meeting. Chairman Hensley made a motion first to approve the minutes of the March 14th, 2023 meeting. Motion made second by Post Two Commissioner Searce. Motion passed unanimously.

NEW BUSINESS:

Item #3: Board Discussion/Action on Variance Request from Jerry Hensley & Johnny Pittman to build a new home with porch and garage to be 30 feet from the edge and 39 feet from the centerline of Rich Mountain Overlook. Chairman Hensley stated he would abstain from the vote due to the last name of the requestor since he wasn't sure of being related to the individual Commissioner Patterson made a motion first for the approval of the variance request. Commissioner Searce made a motion second in favor of the variance. Motion passed with Chairman Hensley abstaining.

Item#4: Board Discussion/Action on Memorandum of Understanding between Fannin County and the Humane Society of Blue Ridge, Inc. The Board discussed the cost of the facility being estimated around \$1.14 million with that being less based upon the donations that would be received through the fund raising and grants available. Also, Chairman Hensley stated the project would need to be put out for bid. After discussions, Chairman Hensley made a motion first to enter into the MOU with the Human Society. Motion made second by Commissioner Searce. Motion passed unanimously.

Item #5: Board Discussion/Action on Senior Citizen flooring replacement. Chairman Hensley stated he had three quotes on the project as follows: R & M A-1 Quality Construction, LLC in the amount of \$23,652.83, North Georgia Concrete Staining, LLC in the amount of \$20,000.00, & Andy Rogers in the amount of \$19,950.00. Chairman Hensley made a motion first to table the item until the next regular meeting in order to review the scope of work. Motion made second by Commissioner Searce. Motion passed unanimously.

Item #6: Board Discussion/Action on Property adjoining the Fannin County Recreation Facility. Chairman Hensley stated the Purchase & Sale Agreement is for 25.04 acres located to property adjoining the Recreation Facility in the amount of \$1,000,000.00. Two Hundred Thousand Dollars (\$200,000.00) due on the date of closing; an additional \$200,000.00 will be due on the anniversary date of closing; balance of purchase price (\$600,000) will be due and payable on January 1, 2025 to be paid for out of the General Fund. Chairman Hensley asked for a motion to approve the purchase. Motion made first by Commissioner Patterson. Motion made second by Commissioner Searce. Motion passed unanimously.

PUBLIC COMMENTARY:

Public Commentary was made by Mike Hriljac & Connie Kiker.


Closed at 6:34 p.m.

EXECUTIVE SESSIONS:


Chairman Hensley stated there was not a need for Executive Session.

CLOSING:

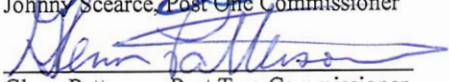
Chairman Hensley made a motion to adjourn the meeting. Motion made second by Commissioner Patterson. Motion passed unanimously. Adjourned at 6:35 p.m.



Jamie Hensley, Chairman



Johnny Searce, Post One Commissioner



Glenn Patterson, Post Two Commissioner

Attest:



Sherri L. Walker, County Clerk

Fannin County Variance Request

Name Jerry Hensley and Johnny Pittman Date 3/15/2023

Mailing Address 657 Rainbow Mountain Drive

City Ellijay State: GA Zip 30536 Telephone (706) 889-4100

Property Location Lot # 17 Map Reference 0039-0044B

District 8 Section 2 Land Lot 167 Deed Book 1537-423

Directions to site Go Aska Road, to Stanley Creek Road to Turn right onto Rich Mountain Overlook to lot on the Left to Lot # 17

Variance Requested To build new home with porch and garage to be 30 ft from the edge and 30 ft the centerline of Rich Mountain Overlook.
per J. Hensley

Details: House plans on file

Reason for Variance The best location for new home because of the steep slope.

Customer Signature *Jerry Hensley*

Borders US Forest Service:

Meeting Date: Board of Comm. in the Jury Assembly room at 6.00 PM

No

3/28/2023

Received by County Clerk:

Shirley W. Walther

Agenda Confirmation Date: 3/28/2023

NOTE: FANNIN COUNTY SHALL NOT BE RESPONSIBLE FOR THE FAILURE TO DELIVER PUBLIC SAFETY TO ANY PROPERTY ABOVE THIS EXCESSIVE SLOPE, ESPECIALLY, BUT NOT EXCLUSIVE OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES. THIS NOTICE SHALL BE PLACED BOTH ON THE FINAL PLAT AND DEED.

FANNIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR EROSION AND SEDIMENTATION OR WATER DAMAGE DUE TO THIS VARIANCE.

Variance Accepted: Yes ☒ No ☐

Conditions of Variance:

Signed *James V. Hensley* Chairman, Fannin County Board of Commissioners

Date 3/28/2023

Fannin County Variance Information Details

Variance Requestor: Jerry Hensley & Johnny Pittman

15
N/A How many feet from the property line? ✓

↓ Letter from adjoining property owner.

30 ft How many feet from the edge of the present road?

39 ft How many feet from the centerline of the present road?

NO Has construction begun? If it has then you will need to stop construction until the variance is approved.

Applicant signature: Jerry Hensley Date: 3/15/2023

Road Name: Rich Mountain Overlook

Is the road a County / Private / Subdivision Road? (Please Circle)

4D What is the road Right of Way or Easement?

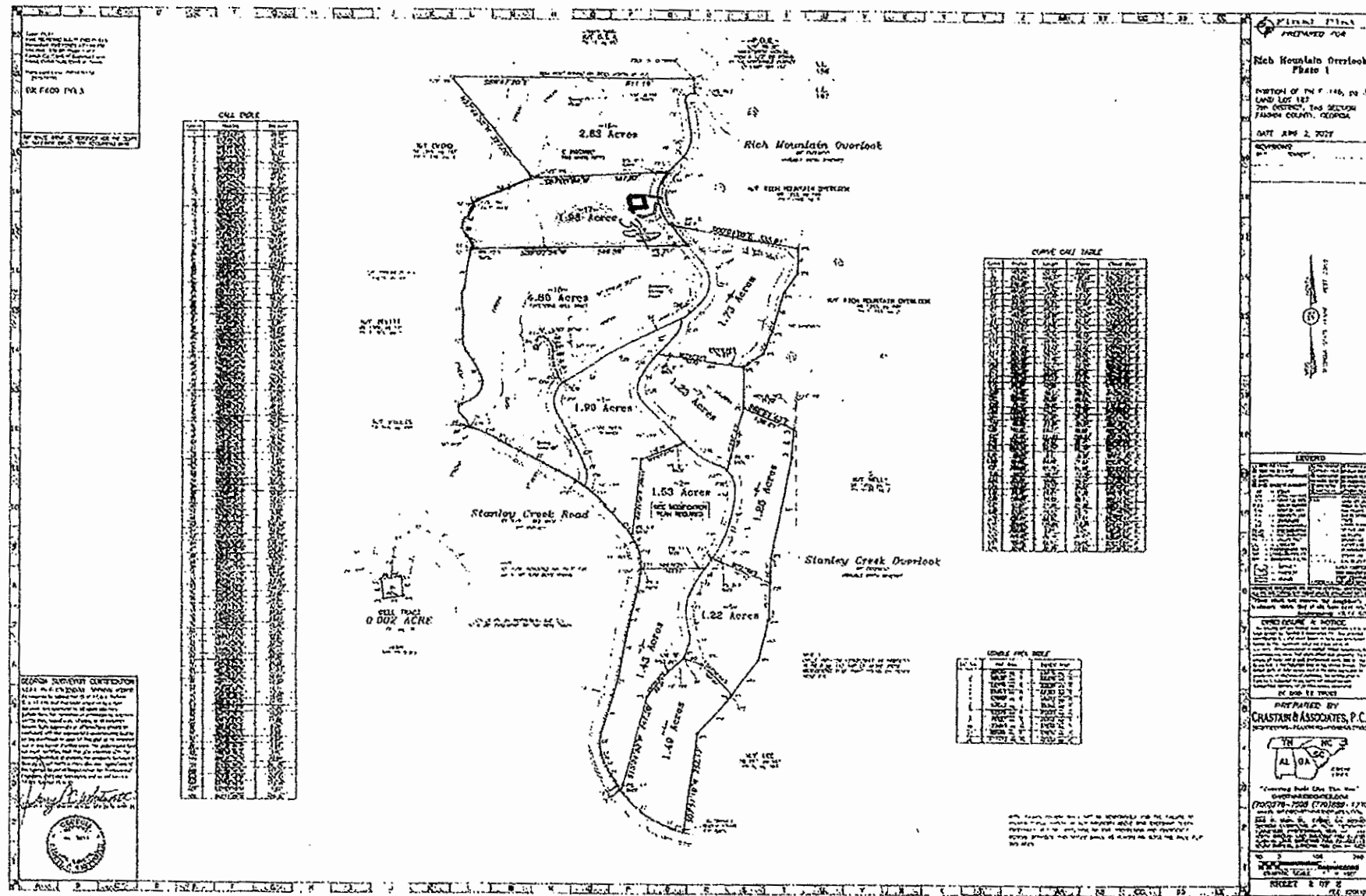
NO Gate Code?

YES Has permit been applied for? or Permit Issued? YES

Notes:

The best location to build the house.

Camelae Hunter Variance Prepared By / Date: 3/13/2023



Fannin County Building Permit Application

Date: 2-17-23

First Name: Last Name: Phone #: Alternate Phone #

Jerry B. Johnson Hensley 706-889-4101

Street: Pittman City: State: Zip Code:

657 Rainbow Mountain DR Ellijay, GA GA 30536

Type of Construction:

☐ Power Only ☐ Commercial ☒ Residential ☒ New Home ☐ Shed ☐ Barn ☒ Garage ☐ Camper/ Rv

☐ Addition ☒ Basement ☐ Unfinished ☒ Finished

Dimensions: 2860

☐ Manufactured Manufacturer Year Serial Number

Builder Name Builder Phone

Site Directions:

Askd Rd to Stanley Creek Rd to SD on right, Rich mtn. overlook to lot on left

☒ Deed Rcvd Deed Book 1587-423 Plat Book Map ID# 0039-004-48

911 Address Stanley Creek RD Subdivision Lot # 17

Lnd Lt: 167 Dst/Sct 7-2 Acres 1.96 Street Name Stanley Creek RD

Previous Owner LD Clerk SB Building Permit Fee 686.00

☐ In Protection District? ☐ Floodplain ☐ Driveway Installed? ☐ Borders USFS

☐ Instructed to go to Fannin County Health Department Type of Water:

Notes:

New Home 4 Bedroom
OSC 055 048 76

1. As required by Section 301 of the Fannin County ordinance, I understand that any developer/individual installing a driveway shall connect to a public road or a road which may become public (i.e. development road) shall do so in a manner that conforms to the sloping of the road and shall be installed in a manner that any run-off from the driveway is angled away from the road.

2. I am applying for a permit to install a structure on the above referenced property. I am responsible for insuring that the construction site and structure shall conform to the requirements of applicable Fannin County Ordinances, which govern construction within the unincorporated areas of Fannin county. It is acknowledged that the issuance of this permit does not constitute the issuance of any warranties or guarantees by Fannin County, Georgia, as to my construction.

3. I understand that the failure to comply with the requirements of Fannin County Ordinances or that the giving of false information on this application will void any permit issued and may result in penalties. All Permits expire in 12 months from the date of issuance.

Applicant Printed Name and Signature and Date

Building Inspectors Approval Date: 2/20/2023

Inspector

Melt Setbaeks

Cventore



Georgia Department of Public Health
Construction Permit and Site Approval
For On-Site Sewage Management System

COUNTY: Fannin	SUBDIVISION: Rich Mountain Overlook	LOT NUMBER: 17	BLOCK: n/a		
PROPERTY ADDRESS: RICH MOUNTAIN OVERLOOK BLUE RIDGE, GA 30513		DIRECTIONS: Aska Rd. to Stanley Creek Rd. to S/D on RT Rich Mountain Overlook to lot on LT			
I hereby receive this construction permit to install an On-Site Sewage Management System and agree that the system will be installed to conform to the requirements of the rules of the Georgia Department of Public Health, Chapter 511-3-1 and this permit. By my signature, I understand that final inspection is required and will notify the County Health Department upon completion of construction and before applying final cover material to the system.					
PROPERTY OWNER'S/AUTHORIZED AGENT'S SIGNATURE: <i>See Application</i>		DATE COMPLETED APPLICATION RECEIVED: 01/13/2023			
PROPERTY OWNER'S NAME: Johnny Pittman & Jerry Hensley	PHONE NUMBER: (706) 889-4100	PROPERTY OWNER'S ADDRESS: 657 RAINBOW MOUNTAIN DR ELLIJAY, GA 30536			
AUTHORIZED AGENT'S NAME:	PHONE NUMBER:	RELATIONSHIP TO OWNER:			
Section A - General Information					
CAN REQUIRED SETBACKS BE MET:		TYPE OF STRUCTURE: Single-Family Residence	SOIL SERIES: Evard		
DRINKING WATER SUPPLY: Public	WELL ON THE SITE: NO	WATER USAGE BY: Bedroom Numbers	PERCOLATION RATE / HYDRAULIC LOADING RATE: 65		
SYSTEM TYPE: New		NO. OF BEDROOMS / GPD: 4	RESTRICTIVE SOIL HORIZON DEPTH (inches):		
LOT SIZE (SQ FT/Acres): 1.98		LEVEL OF PLUMBING OUTLET: Basement	SOIL TEST PERFORMED BY: Fox, Josh		
Section B - Primary / Pretreatment					
PRETREATMENT: Septic Tank	GARBAGE DISPOSAL: NO	SEPTIC TANK CAPACITY (gallons): 1000	MIN. ATU CAPACITY (gallons): 0	DOSING TANK CAPACITY (gallons):	GREASE TRAP CAPACITY (gallons):
Section C - Secondary Treatment					
ABSORPTION FIELD DESIGN: Serial		NUMBER OF TRENCHES: DISTANCE B/W TRENCHES: 14	TOTAL ABSORPTION FIELD LINEAR FT REQUIRED: 260		
ABSORPTION FIELD PRODUCT: Quick 4 Plus High Capacity - 14		DEPTH OF TRENCHES (range in inches): 24 - 36	TOTAL ABSORPTION FIELD SQ FT REQUIRED: 780		
Issued permits expire twelve (12) months from approval date and are not valid unless signed below by authorized representative of the Georgia Department of Public Health or County Board of Health.					
Any grading, filling, or other landscaping after issuance of a permit may render permit void. Failure to follow site plan may render permit void. Any grading, filling, or other landscaping after final inspection by county health department, which adversely affects the function of the on-site sewage management system, may render approval void. Installation contractor is responsible for ensuring all required setbacks are met.					
Issuance of a construction permit for an on-site sewage management system and subsequent approval of same by representative of the Georgia Department of Public Health or County Board of Health shall not be construed as a guarantee that such systems will function satisfactorily for a given period of time; furthermore, said representative(s) do not, by any action taken in effecting compliance with these rules, assume any liability for damages which are caused, or which may be caused, by the malfunction of such system.					
INSPECTOR & INSPECTOR TITLE: Shannon Bradburn	INSPECTOR SIGNATURE: 		DATE: 02/14/2023	CONSTRUCTION PERMIT #: OSC05504876	STATUS: Approved

Summary

Parcel Number	0039 0044B
Account/Realtykey	33187
Location Address	STANLEY CREEK RD
Legal Description	7-2 LL167 LT17 DB1537-423* 1.96 ACRES (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	COUNTY (District 01)
Millage Rate	14.021
Acres	1.96
Neighborhood	N/A
Account Number	33187
Homestead Exemption	No (S0)
Landlot/District	167 / 7

[View Map](#)

Owner

PITTMAN JOHNNY W & JERRY B HENSLEY
657 RAINBOW MOUNTAIN DR
ELLIJAY, GA 30536

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	1.96

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/20/2022	1537 423	F409 2*	\$150,000	Land Market Sale	RICH MOUNTAIN OVERLOOK LLC	PITTMAN JOHNNY W & JERRY B HENSLEY

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Valuation, Sketches.

The Fannin County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 2/16/2023, 7:14:37 PM

Version 2.3.247

After recording, return to:
Laura J. Ray, LLC
506 West Main Street
P. O. Box 2710
Blue Ridge, Georgia

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FANNIN

File #: 22-195

THIS INDENTURE is made this 20th day of December, 2022, between Rich Mountain Overlook, LLC, (hereinafter referred to as "Grantor") and Johnny W. Pittman and Jerry B. Hensley, (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property, to wit:

SEE EXHIBIT "A"
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the Land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

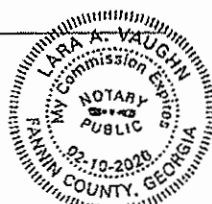
AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed on the date written above.

Signed, sealed and
delivered in the
presence of:

[Signature]
Witness

[Signature]
Notary Public



Rich Mountain Overlook, LLC

[Signature] (Seal)
By: Christy Reece
Its: Member

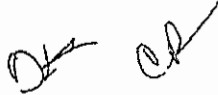
[Signature] (Seal)
By: David H. Haight, III
Its: Member

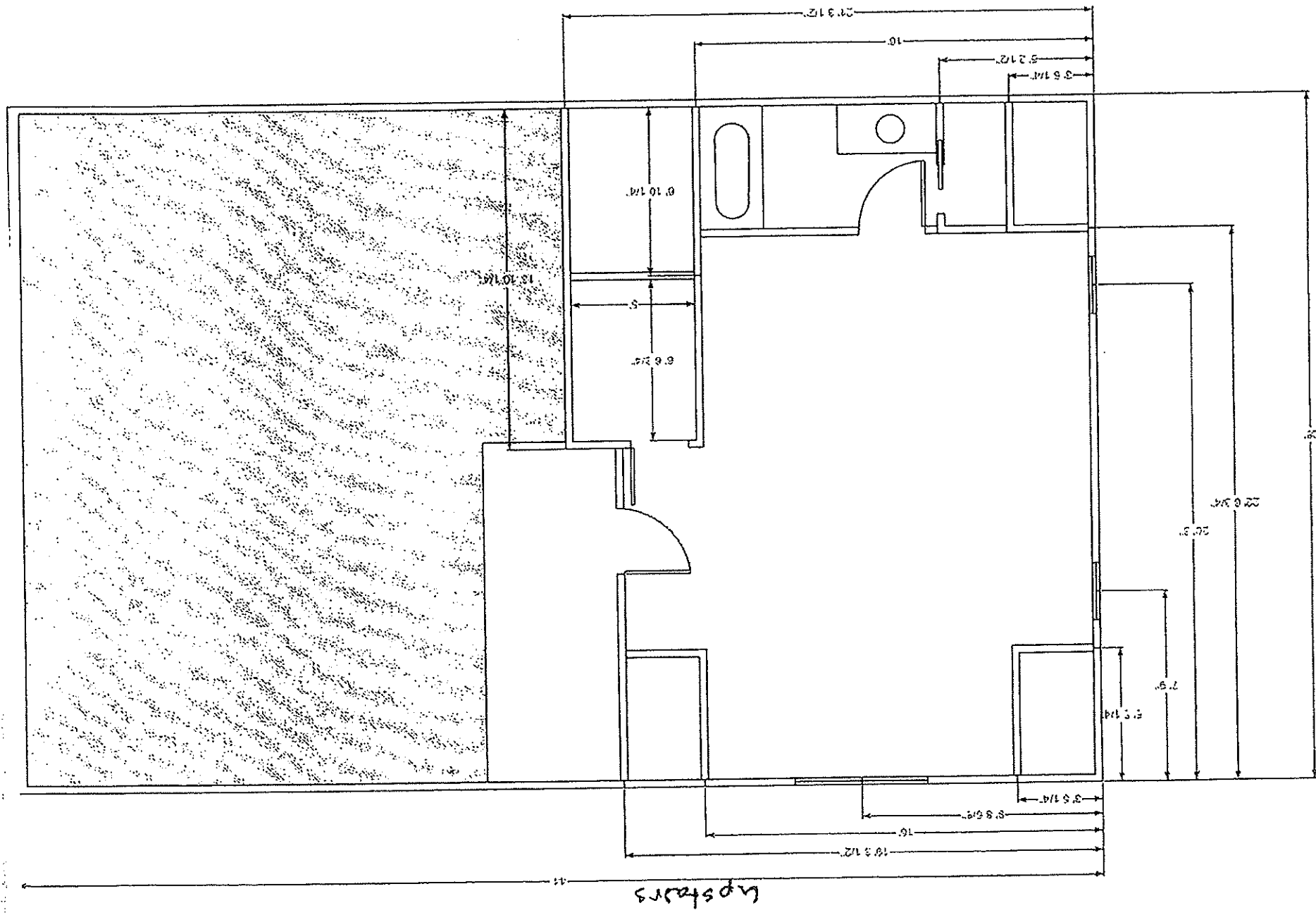
22-195

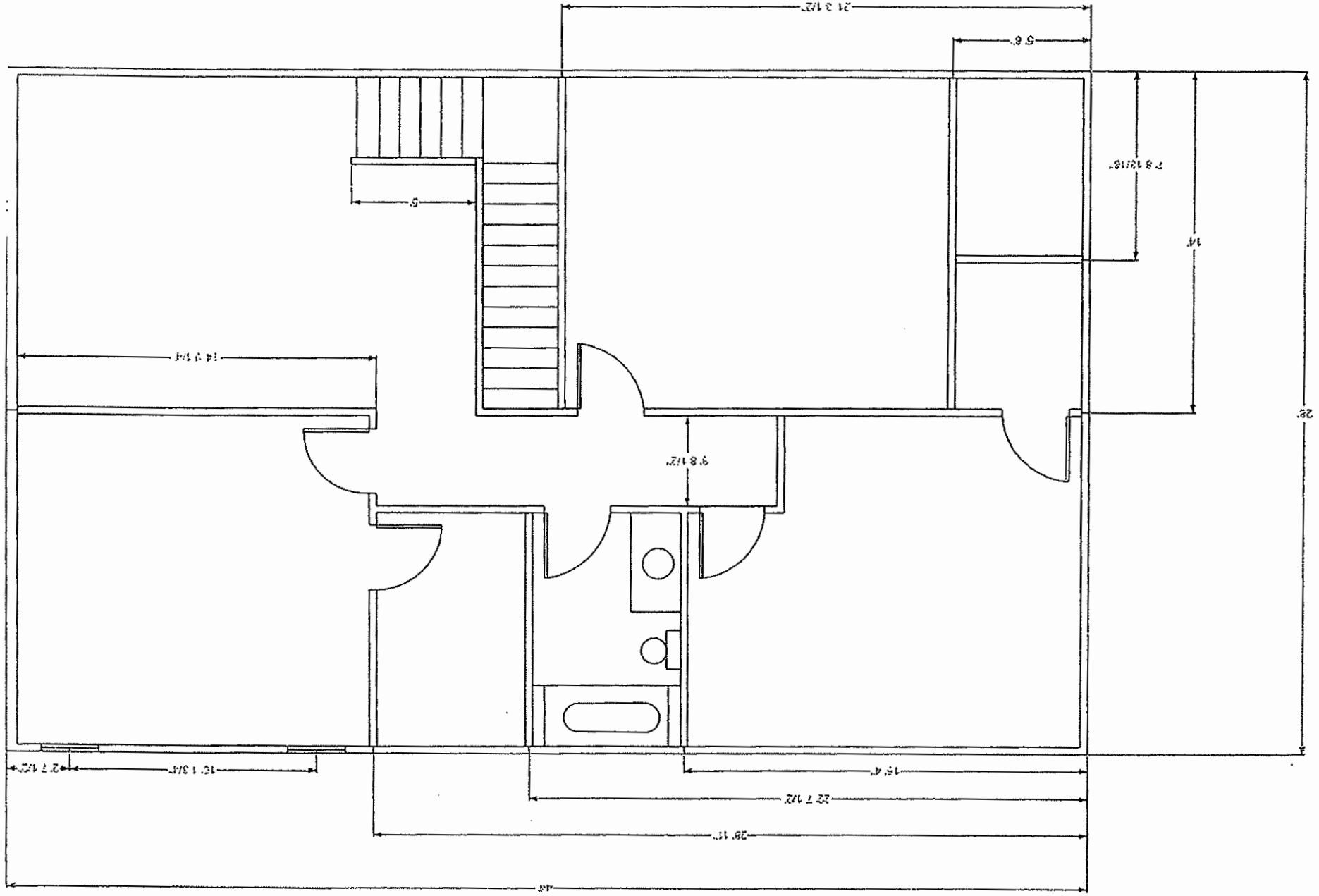
Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 167 of the 7th District and 2nd Section of Fannin County, Georgia, and being more particularly described as Lot 17 of Rich Mountain Overlook Subdivision, as shown on a plat of survey by Darryl C. Whittworth, G.R.L.S. No. 3071, recorded in Plat Hanger F-409, Pages 2-3, of the Fannin County, Georgia, records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

This conveyance is subject to all zoning ordinances, easements, covenants, conditions, restrictions, reservations or rights of way of record, if any.

Two handwritten signatures in black ink, one to the left of the other, appearing to be initials or names.





Restaurant

STATE OF GEORGIA
COUNTY OF FANNIN

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this the 6th day of MARCH, 2023 between Fannin County, a political subdivision of the State of Georgia (hereinafter the County) and the Humane Society of Blue Ridge, Inc. (hereinafter the Humane Society).

Whereas, the County operates the Fannin County Animal Control Center at 1001 Fannin Industrial Park, Blue Ridge, GA 30513; and

Whereas, the Humane Society is the title owner of 175 Mineral Springs Road, Blue Ridge, Ga, containing 15.04 acres, Deed Book 977, Page 724 as recorded in the Office of the Clerk of the Superior Court for Fannin County, Georgia; and

Whereas, the County desires to work with the Humane Society to locate an animal control facility on the campus of the Humane Society; and

NOW THEREFORE, in consideration of the sum of One Dollar and no/100 (\$1.00) and such other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. The County and the Humane Society will work together to determine an appropriate location on the Humane Society campus.
2. The County will cause a plat to be prepared of the designated property;
3. The Humane Society will deed the property to the County subject to the following terms and conditions:
 - a. The property will be used exclusively for an animal control facility.
 - b. The County will commence the building of an animal control facility on the property within 180 days of recording of the deed;
 - c. The structure constructed by the County on the campus of the Humane Society will be done in joint cooperation with the Humane Society;
 - d. The County will complete the facility within 24 months;
 - e. If at any time after completion and opening of the same, the County ceases to utilize the facility for more than 180 days as an animal control facility, the property,

together with any structures located thereon, shall revert to the Humane Society.
This clause will be included in the deed of conveyance.

4. The County will be solely responsible for all liability associated to the installation, maintenance, and utilization of the same.

In witness whereof, the parties hereto have set their hands and seals, the day and year so indicated.

COUNTY

HUMANE SOCIETY

BY: James V. Hensley Jr.
ATTEST: Sherrin L. Walker

BY: Richard F. Grinstead
ATTEST: EXECUTIVE DIRECTOR

Signed, sealed and delivered in the presence of:

Jim Hall
Witness
Julie M. Locke
Notary



Signed, sealed and delivered in the presence of:

Sherry Owen
Witness
Tammy L. Grinstead
Notary



PROPOSAL

R & M A-1 Quality Construction, LLC.

251 March Lane • Blue Ridge, GA 30513
Home: 706-632-7727 • Cell: 706-633-3128

PROPOSAL NO.	1
SHEET NO.	1
DATE	3-10-23

PROPOSAL SUBMITTED TO:

NAME	Jammie Hensley
ADDRESS	
PHONE NO.	

WORK TO BE PERFORMED AT:

ADDRESS	
DATE OF PLANS	
ARCHITECT	

We hereby propose to furnish the materials and perform the labor necessary for the completion of the flooring inside the community building center
4. Labor putting flooring down with
padding on bottom of flooring for sum of
\$8,900.00

Material floating flooring water
proof with rubber backing spray on
material is \$14,752.83 it's \$3.69
square foot.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of HALF to start job to cover Dollars (\$23,652.83)
with payments to be made as follows. Material.

Respectfully submitted Jammie Hensley

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Per

Note — This proposal may be withdrawn by us if not accepted within _____ days.

Richard Marshall

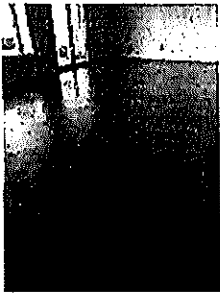
ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature Richard Marshall

Date 3-10-23

Signature X



North Georgia Concrete Staining LLC

PO Box 698
Morganton GA 30560
706-633-3589
mikehuff70@yahoo.com

ESTIMATE
EST0007

DATE
03/08/2023

TOTAL
USD \$20,000.00

TO

Fannin County

jlocke@fannincountyga.org

DESCRIPTION	RATE	QTY	AMOUNT
Grind and remove adhesives	\$20,000.00	1	\$20,000.00
Diamon grind and repair crack			
Diamond grind and level bathrooms			
Diamond grind entire floor			
Etch and clean floors			
Stain brown			
Sealant x1			
Sealant x2			
3892 sq ft			

TOTAL
USD \$20,000.00

Sherri Walker

From: Jamie Hensley
Sent: Tuesday, March 28, 2023 9:19 AM
To: Sherri Walker
Subject: FW:

Here's another quote for flooring for tonight

Thank you,

Jamie Hensley, Chairman



***Fannin County Board of Commissioners
400 West Main Street, Suite 100
Blue Ridge, GA 30513***

From: Andy Rogers <rogers4218@gmail.com>
Sent: Tuesday, March 28, 2023 9:17 AM
To: Jamie Hensley <jhensley@fannincountyga.org>
Subject:

Quote for the senior center floor For the quick together flooring and labor And transitions is \$19950. For the glue down blowing And the glue \$19626

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of the 3/28/2023 of March, 2023, is made by and between Robert H. Carbonell and Curtis D. Carbonell ("Seller"), and Fannin County, a political subdivision of the State of Georgia (hereinafter "Purchaser").

In consideration of the mutual covenants herein contained, Seller and Purchaser agree as follows:

1.

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described property (herein collectively called the "Property").

(a) Property. Parcel No. 0052A 011A2 containing 25.04 acres located in the 8th District and 2nd Section of Fannin County, Georgia and being a part of Land Lot No. 223 as shown in deed recorded in Deed Book 1146, Page 498 in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

(b) Improvements. There are no improvements on said property.

(c) Easements. All easements, if any benefiting the Property.

(d) Rights and Appurtenances. All rights and appurtenances pertaining to the foregoing, if any, including any right, title and interest of Seller, if any, in and to adjacent streets, alleys or rights-of-way.

(e) Leases. None

1.2 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Environmental Requirements" shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees, now or hereafter enacted, promulgated or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

DS
RAC

DS
CDC

(b) “Hazardous Materials” shall mean any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) (“CERCLA”) or any regulations promulgated under or pursuant to CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservative and Recovery Act (42 U.S.C. §6901 et seq.) (“RCRA”) or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated byphenyls; (vii) radon gas, and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property. (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property of poses or threatens to pose a hazard to the hearth or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

2.

PURCHASE PRICE

2.1 Purchase Price. The purchase price (the “Purchase Price”) for the Property shall be One Million and 00/100 Dollars (\$1,000,000.00).

2.2 Payment of Purchase Price. Purchase price to be paid as follows: Seller will finance the purchase price as follows: Two hundred thousand dollars (\$200,000.00) due on the date of closing; an additional \$200,000.00 will be due on the anniversary date of closing; balance of purchase price (\$600,000.00) will be due and payable on January 1, 2025. The sum due on January 1, 2025, can be amortized for up to an additional four (4) years if agreed upon by the Seller and the administration of the Purchaser taking office on January 1, 2025. The property that is the subject of the withing PSA shall serve as collateral for the purchase, with the Purchaser executing a deed to secure debt in favor of the Seller subject to the terms set forth herein. The Purchase Price shall be paid by Purchaser to Seller at and in the event of Closing (as defined in Section 6.1) in United States Currency, as set forth in more detail below.

3.

EARNEST MONEY

3.1 Earnest Money. None

DS
RAC

DS
CDC

4.

CONDITIONS TO CLOSING

4.1 Inspection Period.

(a) Seller Deliveries. Within five (5) days of the date of this Agreement, Seller shall deliver to the Purchaser the following items (together, the "Seller Deliveries"): (i) copies of any existing title insurance policies, commitments and title exception documents; (ii) copies of any existing surveys, plats, tax maps and site plans; (iii) copies of all existing environmental reports and soils reports; (iv) copies of any zoning certificates; (v) copies of any letters regarding the availability of reports; (vi) copies of all leases affecting the Property; (vii) copies of any service contracts affect the property; (viii) copies of any property management reports for the most recent 12 month period; (ix) copies of any franchise agreements affecting the Property; (x) copies of any and all third party approvals or restrictions applicable to the Property; (xi) copies of any declarations of easements, covenants and/or restrictions affecting the Property; (xii) copies of any liability or casualty insurance policies related to the Property; and (xiii) documentation from existing Lender confirming acceptance of release price in a form acceptable to Purchaser. At any time mutually acceptable to Purchaser and Seller during the Inspection Period, Seller shall also make available to Purchaser, for Purchaser's review at either Seller's Offices or at the Property, any additional documents pertaining to the Property in Seller's possession.

(b) Title Commitment and Survey. At Purchaser's option and sole expense, Purchaser may obtain an updated title commitment (a "Title Commitment") for an Owner's Policy of Title Insurance issued by a title insurance company selected by Purchaser (the "Title Company") and/or a current survey of the Property.

(c) Purchaser's Inspection Period. Purchaser shall purchase the Property "as-is" contingent upon Seller providing good and marketable title to the Property.

(d) Title and Survey Objections. With respect to title and survey matters, if Purchaser disapproves any particular item by written notice to Seller before Closing, Seller shall cure or attempt to cure Purchaser's objections to such item within ten (10) days after Purchaser's notice of disapproval, provided that Purchaser may, at its sole discretion, extend such ten (10) day period for cure. Purchaser shall not be required to give notice of objection to liens, and Seller shall have the obligation to remove any liens which may be removed solely by the payment of money. In the event Seller is unable to cure any one or more of Purchaser's objections pursuant to this Section 4.1, Seller shall then notify Purchaser in writing of such election within such ten (10) day period. Purchaser shall then notify Seller as to whether Purchaser intends to: (i) waive the particular objection and continue under the terms of this Agreement; or (ii) terminate this Agreement. The term "Permitted Exceptions", as used herein, shall mean (i) the title exceptions listed in Schedule B of the Title Commitment with Purchaser

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approves or is deemed to approve pursuant to this Section 4.1; (ii) any general exceptions and exclusions contained in the standard owner's policy of the Title Company that are not deleted pursuant to the delivery of a standard owner's title affidavit and (iii) any documents specifically contemplated by this Agreement to be recorded at or prior to Closing

(e) Environmental and Geotechnical Review. With respect to any environmental or geotechnical inspections, investigations or assessments, Seller hereby permits Purchaser and Purchaser's agent(s) to enter upon the Property during normal business hours to conduct any such inspections, investigations or assessments that Purchaser or Purchaser's Agent(s) may deem necessary or advisable. Seller acknowledges and agrees that Purchaser shall be entitled to undertake certain land disturbance to the Property in conducting ordinary geotechnical studies which Purchaser deems necessary or advisable.

(f) Indemnity by Purchaser. Purchaser shall be liable for and shall indemnify Seller for all costs and expenses, and/or damage or injury to any person or property resulting from Purchaser's negligence in connection with any inspections undertaken by Purchaser.

(g) Termination. If this Agreement is terminated by Purchaser pursuant to Section 4.1, or under other circumstances set forth in this Agreement pursuant to which Purchaser is entitled to terminate this Agreement, neither party shall have any further obligations under this Agreement except with respect to the obligations that expressly survive termination as provided herein. If Purchaser does not terminate this Agreement, Purchaser shall be entitled to continue its inspection and investigation of the Property at any time through the Closing Date, but Purchaser shall be deemed to have waived its right to terminate this Agreement set forth in Section 4.1(a) (except for Seller default or except where Purchaser is otherwise expressly allowed to terminate this Agreement as set forth elsewhere herein).

5.

REPRESENTATIONS AND WARRANTIES BY SELLER

5.1 Representations and Warranties. To induce Purchaser to purchase the Property from Seller, Seller represents and warrants to Purchaser as follows:

(a) Seller has no knowledge of, and has received no notice from, any governmental authority requiring any work, repairs, construction, alterations, or installations on or in connection with the Property, or asserting any violation of any federal, state, county or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of the Property, including, without limitation, the Americans with Disabilities Act and any applicable Environmental Requirements. There is no action, suit or proceeding pending or threatened against or affecting Seller or the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

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(b) No assessments or charges for any public improvements have been made against the Property which remain unpaid, no improvements to the Property or any roads or facilities abutting the Property have been made or ordered for which a lien, assessment or charge can be filed or made against the Property, and Seller has no knowledge of any plans for improvements by any governmental or quasi-governmental authority which might result in a special assessment against the Property. Seller has incurred no obligations relating to the installation of or connection to any sanitary sewers or storm sewers which shall be enforceable against the Property, and, to the extent that Seller is obligated to do so, all public improvements ordered, advertised, commenced or completed prior to the date of Closing shall be paid for in full by Seller prior to Closing.

(c) The Property to the best knowledge of the Seller is duly subdivided in accordance with all applicable laws and constitutes an independent tract of land for all applicable zoning, subdivision and taxation purposes.

(d) The Property is serviced electric to the best knowledge of the Seller. Seller has no knowledge of and has received no notice of any present or threatened ban, moratorium or other limitation of any kind on new connections or additional flows to the sewage treatment plant serving or to serve the Property or the conveyance facilities leading to such sewage treatment plant.

(e) To the best knowledge of the Seller: (i) there has been no disposal, burial or placement of Hazardous Materials on or about the Property; (ii) the Property and Seller are not in violation of any Environmental Requirements; (iii) there is no contamination, pollution or danger of pollution resulting from a condition on or under the Property or on or under any lands in the vicinity of the Property; (iv) there are no storage tanks on the Property (V) Seller has disclosed to Purchaser all information in Seller's possession relating to the environmental condition of the Property. Sellers has not received any information from neighboring property owners indicating they have any concerns about existing environmental conditions that could affect the Property or suggesting they might look to Seller for contribution to clean up such conditions.

(f) There are no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements with municipalities (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property or Purchaser after Closing in any manner whatsoever, except for instruments of record.

(g) The Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

(h) To the best knowledge of the Seller there are no wetlands located upon the Property (as defined by applicable federal or state law), nor any wetland restrictions or riparian rights affecting the Property, and no portion of the Property is within the boundaries of the 100

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year flood plain other than ad delineated on surveys provided to Purchaser in connection herewith or to be provided to Purchaser during the Inspection Period.

(i) Seller is the holder of fee simple title to the Property and there are no other owners having any interest in the Property, except for those interest of the Lessee, which are set forth in more detail hereinabove at Section 2.2.

(j) There are no existing leases, whether oral or written, agreements of sale, options, tenancies, licenses or any other claims to possession affecting the Property, except for the Lease with Lessee, which is set out in more detail hereinabove at Section 2.2.

(k) All mortgages affecting the Property, if any, are capable of being released at Closing by a payoff amount that is less than the Purchase Price.

(l) There are no proceedings pending or threatened by or against Seller in bankruptcy, insolvency or reorganization in any state or federal court.

(m) No representation, statement or warranty by Seller contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution hereof, any event occurs or condition exists which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Purchaser.

The foregoing representations and warranties shall be deemed to be re-made as of Closing and shall survive Closing.

6.

CLOSING

6.1 Closing. The closing (the "Closing" or the "Closing Date") shall be held at the offices of Doss & Associates Attorneys at Law, Blue Ridge, Georgia within thirty (30) days of the execution of this Agreement at a time to be determined at a later date.

6.2 Possession. Possession of the Property shall be delivered to Purchaser at the Closing, subject only to the Permitted Exceptions.

6.3 Proration: Taxes. At Closing, pro-rations of income and expense and the apportionment of taxes shall be as follows:

(a) Income and Expenses. All rents, income, utilities and all other operating expenses and income (the "Income and Expenses") with respect to the Property, if any, for the month in which the Closing occurs, shall be prorated at 12:01 a.m. on the date of Closing. Subsequent to the Closing, if any such Income and Expenses are actually paid or received,

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Purchaser and Seller agree to make appropriate adjustments of Income and Expenses after the Closing.

(b) Taxes. Real estate and personal property taxes and other assessments with respect to the Property for the year in which the Closing occurs shall be prorated as of 12:01 a.m. on the Closing Date. If the Closing shall occur before the tax rate or the assessed value of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate and the assessed valuation of the Property are fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums shall be necessary to affect such adjustment. If the Property is not assessed as a separate parcel for tax or assessment purposes, then such taxes and assessments attributable to the Property shall be reasonably calculated based upon a calculation of the applicable taxes per acre of the parcel of which the Property is a part. If, as of the Closing, the Property is not being treated as a separate tax parcel, then the Purchaser and Seller shall cooperate to ensure that the Property is assessed separately for tax and assessment purposes within no more than one year from the Closing Date.

(c) Special Assessments. In the event of any special assessments that are levied against the Property in the year of the Closing, such special assessments shall be allocated as follows: (i) Seller shall pay all special assessments related to improvements which have been substantially completed on or before the Closing; and (ii) Purchaser shall pay all special assessments related to improvements which have not been substantially completed on or before the Closing.

(d) Roll Back Taxes. The payment of roll-back taxes shall be the responsibility of Seller. At Closing, Seller agrees that the Purchaser shall be given a credit against the Purchase Price for the estimated amount of roll-back taxes. In the event that the credit given to Purchaser at Closing exceeds the actual roll-back taxes when they are assessed, the Purchaser shall refund the excess amount to Seller. In the event that the credit given to Purchaser at Closing is less than the actual roll-back taxes when they are assessed, the Seller agrees to deliver additional funds to Purchaser at the time of that the taxes are assessed.

The agreements of Seller and Purchaser set forth in this Section 6.3 shall survive the Closing.

6.4 Closing Costs. Except as otherwise expressly provided herein, Purchaser shall be responsible for closing costs. The Parties shall be responsible for their own attorney's fees.

6.5 Seller's Obligations at the Closing. At the Closing, Seller shall deliver to Purchaser each of the following documents:

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(a) Deed. A Limited Warranty Deed (the "Deed") executed by Seller conveying good, marketable and insurable fee simple title to the Land and the Improvements located thereon to Purchaser subject to no exceptions other than the Permitted Exceptions.

(b) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.

(c) Owner's Affidavit. An executed affidavit or other document acceptable to the Title Company in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, as applicable.

(d) Withholding Tax. An affidavit with respect to any withholding tax required by Georgia law.

(e) Mortgage Payoff. Seller shall deliver to Purchaser's attorney any information necessary for Purchaser's attorney to obtain a payoff letter from any mortgagee of record. Seller understands and agrees that the closing proceeds will be applied to terminate any mortgage or record prior to any disbursement being made to Seller.

(f) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(g) Certificate of Existence/Good Standing. If the seller is a legal entity, a certificate from the jurisdiction of organization of the Seller certifying that the Seller has corporate existence and is in good standing in such jurisdiction.

(h) Evidence of Authority. If the seller is a legal entity, such consents and authorizations as Purchaser may reasonably deem necessary to evidence authorization of Seller for the sale of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Seller in connection with Closing.

(i) Intentionally Deleted.

(j) Leases. The originals of all of the Leases, and all security deposits, if any, in the possession of Seller, and Seller shall have no liability to Purchaser for any tenant security deposits not actually paid to Seller.

(k) Assignment and Assumption of Lease. An Assignment and Assumption of Leases (the "Assignment") shall be executed at Closing if necessary. The Assignment will contain an indemnity from the Seller with respect to the period prior to closing and an indemnity from the Purchaser with respect to the period subsequent to closing.

(l) Intentionally Deleted.

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(m) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Purchaser or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.6 Purchaser's Obligations at the Closing. At the Closing, Purchaser shall deliver to Seller the following:

(a) Closing Statement. A closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(b) Certificate of Existence/Good Standing. If the Purchaser (or its assignee) is a legal entity, a certificate from the jurisdiction of organization of the Purchaser certifying that the Purchaser has corporate existence and is in good standing in such jurisdiction.

(c) Evidence of Authority. If the Purchaser (or its assignee) is a legal entity, such consents and authorizations as Seller may reasonably deem necessary to evidence authorization of Purchaser for the purchase of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Purchaser in connection in Closing.

(d) Intentionally deleted.

(e) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the Seller or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.7 Conditions Precedent to Purchaser's Obligations. Purchaser's obligations at Closing are subject to the issuance of the Title Commitment by the Title Company, "marked down" through Closing, subject only to the Permitted Exceptions.

7.

RISK OF LOSS

7.1 Condemnation. If, prior to the Closing, action is initiated to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at Closing.

7.2 Casualty. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, which Seller, at its sole option, does not repair, Purchaser may either (a) terminate this Agreement, or (b) consummate the Closing, in which latter event the proceeds of

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any insurance not exceeding the Purchase Price and covering such damage shall be assigned to Purchaser at the Closing together with payment of any applicable deductible.

8.

DEFAULT

8.1 Breach by Seller. If Seller breaches this Agreement, Purchaser shall be entitled to the immediate return of the Earnest Money and shall have the right to pursue any and all remedies available by law or in equity, including, without limitation, the remedy of specific performance.

8.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Earnest Money as liquidated damages (and not as a penalty). Seller and Purchaser have made the above provision for liquidated damages because it would be difficult to calculate on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

8.3 Return/Delivery of Earnest Money. In the event the Earnest Money is delivered to the Seller, as provided in Section 8.2 above, upon the return or delivery of the same, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for such obligations which expressly survive termination as provided in this Agreement.

9.

FUTURE OPERATIONS

9.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller will (a) keep, maintain and (if applicable) operate the Property in substantially the same condition and manner as of the date of this Agreement, reasonable wear and tear excepted, and (b) promptly advise Purchaser of any litigation, arbitration or administrative hearing concerning the Property arising or threatened of which Seller has written notice. Seller shall take no action that might materially damage or adversely affect the value of the Property after the date of this Agreement and shall not cause or suffer any waste of the Property. The Property shall be in substantially the same condition on the Closing Date as on the date of this Agreement excepted as otherwise provided in this Agreement, and Seller shall make all necessary repairs and replacements until the Closing as necessary to comply with the requirements hereof. Until Closing, Seller shall maintain such casualty and liability insurance on the Property as in presently being maintained.

9.2 Leases, Easements Etc. So long as this Agreement remains in effect, Seller shall not enter into any leases, easements or other documents affecting the Property without the prior written consent of the Purchaser. From the date of this Agreement through the Closing, Seller shall (a) fulfill all its obligations under all contracts, leases or other documents affecting the Property, (b)

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not terminate or modify such contracts without the prior written consent of the Purchaser except such obligations as are freely terminable without penalty upon not more than thirty (30) days' written notice, (c) not undertake any action with respect to the Property or the operation thereof outside the ordinary course of business without Purchaser's prior written consent. Upon notice from Purchaser given after the end of the Inspection Period, Seller shall terminate such contracts as are designated by Purchaser, provided that such termination is without cost to Seller (except for any management or leasing agreement, which shall be terminated even if there is cost to Seller).

10.

MISCELLANEOUS

10.1 Notices. All notices, demands and request which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective: (i) immediately, when personally delivered to the intended recipient; (ii) three (3) business days after having been sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) immediately, when delivered in person to the address set forth below for the party to whom the notice was give; (iv) at noon of the business day next following after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below; or (v) immediately if sent during regular business hours or at 8:30 a.m. local time on the next business day next following an after-hours, weekend or holiday notice sent by facsimile, provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Any notice sent as required by this section and refused by recipient shall be deemed delivered as of the date of such refusal. For purpose of this Section 10.1, the addresses and facsimile numbers of the parties for all notice are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to the Seller:

ROBERT H CARBONELL & CURTIS D CARBONELL
910 KELLY RIDGE ROAD
BLUE RIDGE, GA 30513

With a copy to David Clark, Attorney at Law

If to the Purchaser:

FANNIN COUNTY BOARD OF COMMISSIONERS
400 WEST MAIN STREET
BLUE RIDGE, GA 30513
ATTENTION: JV HENSLEY, CHAIRMAN

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With a copy to Lynn Dillard Doss, Attorney at Law

10.2 Real Estate Commissions.

(a) Identity of Broker and Obligation to Pay Broker's Fee. Neither party is represented by a real estate broker nor a real estate agent. Neither party owes a real estate commission to any third party.

(b) Indemnity for Broker's Fees. To the actual knowledge of Seller and of Purchaser expect for the real estate broker(s) listed in this Section 10.2 if any, no Broker's Fees (as hereinafter defined) have been paid or are due and owing to any person or entity by the Seller and the Purchaser. As used herein, "Broker's Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property including real estate commissions, selection fees, nonrecurring management and startup fees, development fees or any other fee of similar nature. Seller and Purchaser, each hereby agrees to indemnify and hold harmless the other from and against any and all claims for Broker's Fees or similar charges with respect to this transaction, arising by, through or under the indemnifying party, and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in representations contained in this Section 10.2. This indemnification agreement of the parties shall survive the Closing.

10.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

10.4 Amendment. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

10.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

10.6 Time of Essence: Computation of Time. Time is of the essence in this Agreement. In computing any period of time prescribed or allowed by this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday or legal holiday under the laws of the United States or the State, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday nor legal holiday. For purpose of this Agreement, the term "business day" shall mean any day which is not a Saturday, Sunday or legal holiday.

10.7 Governing Law. This Agreement shall be governed by the laws of the State and the laws of the United States pertaining to transactions in such State. All of the parties to this Agreement

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have participated feely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

10.8 Successors and Assigns: Assignment. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser shall have the right to freely assign its rights under this Agreement.

10.9 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

10.10 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement

10.11 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

10.12 Exhibits. All exhibits referenced in this Agreement are incorporated into this Agreement and made part hereof.

10.13 Authority. Each party hereto represents and warrants to the other that the executive of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accords with their terms.

10.14 Section 1031 Exchange. Either Purchaser or Seller may consummate the sale and purchase of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (i) the Closing shall not be delayed or affected by reason for the Exchange nor shall the consummation of accomplishment of the Exchange be a condition to the exchanging party's obligations under this Agreement; and (ii) the non-exchanging party shall not be required to acquire or hold title to any real property for purposes of consummating the Exchange; (iii) the non-exchanging party shall not, by this agreement or acquiescence to the Exchange have its rights under this Agreement affected or diminished in any manner; (iv) the non-exchanging party shall not be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code of 1986, as amended; and (v) a;; additional

transaction costs incurred by reason of the Exchange shall be the sole responsibility of the exchanging party.

10.15 Standstill. From and after the Date of this Agreement and unless this Agreement is terminated in accordance with its terms, Seller hereby agrees that Seller shall not enter into any back-up agreements to sell, ground lease or otherwise convey the Property in the event that Purchaser fails to purchase the Property.

10.16 Confidentiality. Without the prior written consent of the other party, neither Seller nor Purchaser will disclose to any person or entity, other than their legal counsel, a proposed lender, prospective investors, prospective tenants, necessary governmental authorities and/or other agents with a reasonable need to know such information, either the fact that this Agreement has been entered into or any of the terms, conditions or other facts with respect thereto, including the status thereof.

10.17 Force Majeure. Neither Purchaser nor Seller will have liability to the other, nor will any have any right to declare a default hereunder or terminate this Agreement because of the other's failure to perform any of its obligations in the Agreement if the failure is due to reasons beyond the party's reasonable control, including, without limitation, strikes or other labor difficulties, war, riot, civil insurrection, acts of God, governmental preemption in connection with a national emergency, hurricanes, and/or acts of terrorism, which for purposes of this Agreement shall be defined as reasons of "Force Majeure." If the party fails to perform its obligations because of any reasons of Force Majeure, the period for the party's performance will be extended day for day for the duration of the foregoing cause of such party's failure, provided notwithstanding such events, the party has in good faith, with due diligence, attempted to perform said obligations and continuous to do so until completion thereof as soon as reasonably possible.

10.18 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10.19 Date of this Agreement. This Agreement shall not be effective unless signed by both Purchaser and Seller. As used in this Agreement, the terms "execution of this Agreement", "date of this Agreement", "Date of this Agreement" or "date hereof" shall mean and refer to the date of execution of the last of Purchaser or Seller to execute this Agreement as set forth below.

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For good and valuable consideration, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

Seller:
DocuSigned by:
Robert H. Carbonell
7E57A9D931F84C0
Robert H. Carbonell

Date: 3/27/2023

DocuSigned by:
Curtis D. Carbonell
9636A7D585F44440
Curtis D. Carbonell

Date: 3/28/2023

Purchaser:
Fannin County, a political subdivision of the State of Georgia

By: James V. Hensley II

Attest: Sherrice L. Walker

Date: 3/28/2023

