

HAMPTON, GA

Goodrich Farms

68[±] Acres

DIVIDED IN 7 TRACTS
RANGING 3.7-22.9[±] AC

ONLINE BIDDING
ENDS APRIL 21
NOON (EDT)

800.742.9165
7HAUCTIONS.COM

Seven  Hills
AUCTIONS

Selling in Association



GABLE
LAND CO.

Dear Prospective Bidders,

Seven Hills Auctions is pleased to present Goodrich Farms in Hampton, Georgia. This exceptional 68± acre property is being offered divided in seven tracts ranging 3.77 to 22.94± acres, bidders may elect to bid on individual tracts, in combination, or bid on the property in its entirety. Located on Highway 81 W, just 3.5 miles from EchoPark (formerly Atlanta Motor Speedway) this exciting property boasts two lovely homes: a 3-bedroom, 3-bathroom chalet style home overlooking a lake, spanning 2,644 SF, and a second 3-bedroom, 2-bathroom ranch residence with 1,759 SF. Plus, there's a 42' x 60' metal shop complete with a bathroom, kitchenette, heat, and air conditioning, a 36' x 48' barn with two stables, a 2± acre spring-fed lake, another smaller pond, fenced pastures, a separate 4± acre home site, and 40± acres of open and wooded land perfect for further residential development. These gentle, rolling acres offer something for everyone— lovely home on 4± acres, family compound, horse or cattle farm, corporate retreat, campground, residential development, a gentleman's farm, or whatever your personal dream might be.

The information contained in this package has been prepared to assist you in your pre-auction due diligence. Please review this information carefully before bidding. We certainly appreciate your interest in this auction. It's our goal to make the auction process simple and easy for you. Should you have any questions, please do not hesitate to contact us at 800.742.9165. Our staff of auction professionals are ready to answer any questions you may have. Don't miss out on this unique opportunity to bid on Goodrich Farms!

Good luck!

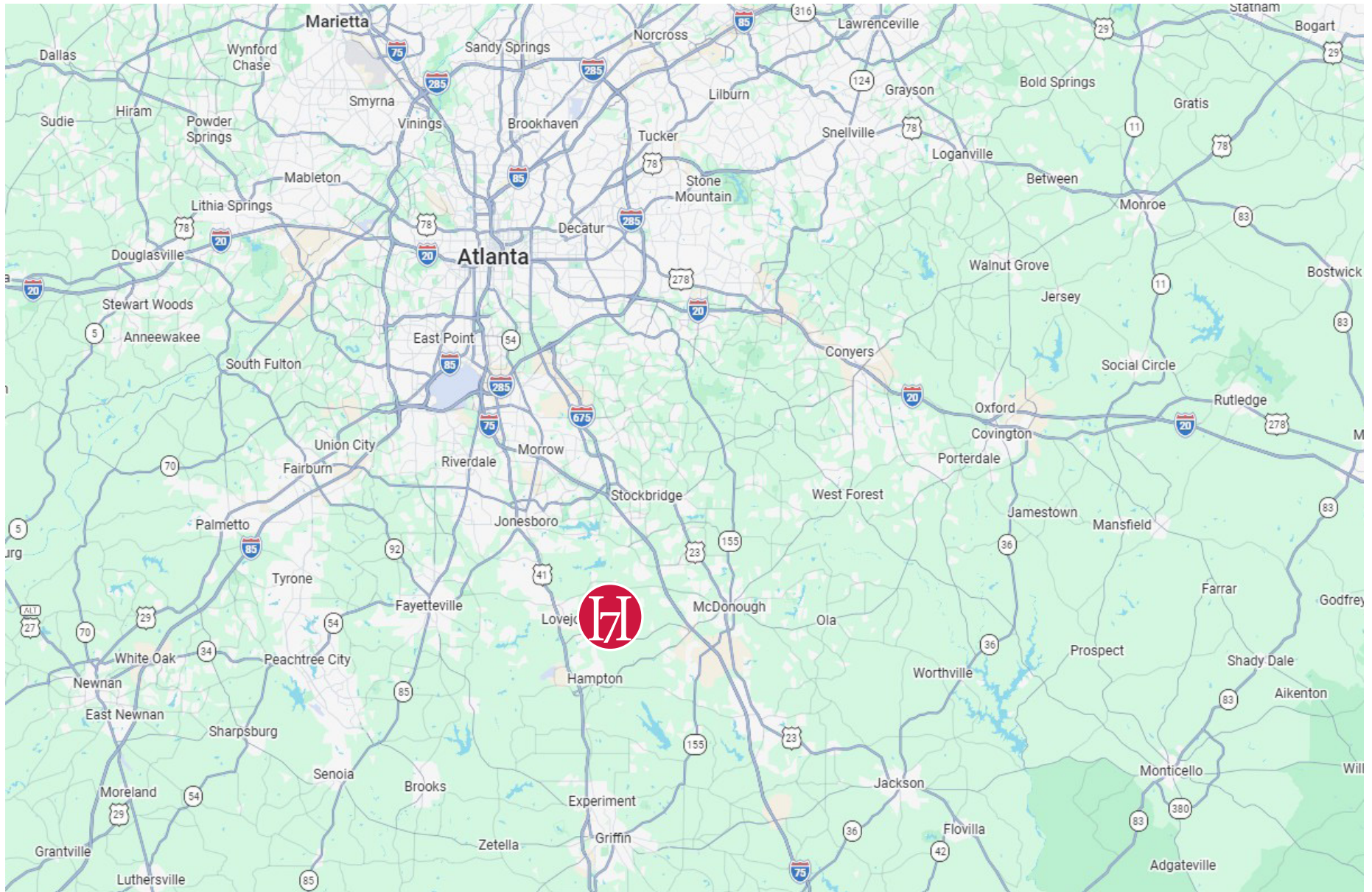
Sincerely,

A handwritten signature in blue ink that reads "Buddy Lee".

Buddy Lee, CAI
Founder / President

DISCLAIMER

All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.





GOODRICH FARMS

Offered Divided, In Combination, or as a Whole

Seven Hills Auctions is pleased to present Goodrich Farms in Hampton, Georgia. This exceptional 68± acre property is being offered divided in seven tracts ranging 3.77 to 22.94± acres, bidders may elect to bid on individual tracts, in combination, or bid on the property in its entirety.

Family-owned since 1977, Goodrich Farms is being offered for the first time in parcels— 68.86 acres divided into seven tracts on Highway 81 West, just 3.5 miles from EchoPark (formerly Atlanta Motor Speedway). Bid on individual tracts, any combination, or the entire property as-a-whole.

Location Highlights ~ 2 miles from historic downtown Hampton ~ 3.5 miles to EchoPark and Atlanta Motor Speedway Airport ~ 6.1 miles (10 min) to I-75 at McDonough ~ 2.7 miles to US Hwy 19/41 ~ Henry County Megasite — 6,000-acre master-planned development surrounding the speedway

Henry County ranks among Metro Atlanta's fastest-growing counties. Goodrich Farms sits at the epicenter.

Property Features ~ 35+/- acres of open pasture and hay fields ~ Spring-fed lake, additional springs, and pond ~ Level to gently rolling topography ~ Mature hardwoods and pines; completely fenced ~ Existing improvements: two residences, shop, two barns, and cabin ~ Henry County Water; excellent schools (Mt. Carmel Elementary, Hampton Middle & High) ~ Zoning: RA (Residential Agriculture)

Ideal For family compound, horse or cattle farm, corporate retreat, wedding/event venue, RV park, campground, or residential development.

CONTACT US TODAY



MIKE LOFTIN
Seven Hills Auctions
Auction Advisor
770-547-38888



BUDDY LEE, CAI
Seven Hills Auctions
Auction Advisor
229-873-4211



KYLE GABLE
Gable Land Company
Selling in Association
404-867-3332

TRACT	SIZE
1	4.49± AC
2	17.47± AC
3	5.44± AC
4	3.77± AC
5	7.18± AC
6	22.94± AC
7	7.57± AC





TRACT ONE

Address: S/S of Highway 81
Hampton, GA 30228

County: Henry

Seller Type: Individual

Lat/Lon: 33.42075, -84.26825

Tax ID: 019-02001002,
part of 019-02001003

Size: 4.49 ± Acres

Tract Notes:

Homesite - A beautiful homesite, gently terraced and completely open. Ready for your dream home.

Tracts 1, 2, and 3 are each subject to an existing Joint Driveway Agreement recorded in the Henry County Clerk of Superior Court, Deed Book 12140, Page 298. Seller and Purchasers of Tracts 1, 2, and 3 agree to modify and execute a new Joint Driveway Agreement at closing, granting the Purchasers of Tracts 1, 2, and 3 reciprocal rights of ingress and egress over and through the existing driveway for a period of twelve (12) months from the date of closing. Said agreement shall be executed by all parties at closing and shall be recorded in the Henry County Clerk of Superior Court contemporaneously with the deeds conveying Tracts 1, 2, and 3.





TRACT TWO

Address: 2785 Highway 81 W
Hampton, GA 30228

County: Henry

Seller Type: Individual

Lat/Lon: 33.42075, -84.26825

Tax ID: Part of 019-02001000,
Part of 019-02001003,
Part of 019-02001004

Size: 17.47 ± Acres

Beds/Baths: 3 / 3

Square Feet: 2,644 ±

Year Built: 2003

Tract Notes:

Single Family Residence — 3 bedrooms and 3 full baths across 2,644 SF, built in 2003 with an addition in 2012. Features a kitchen, living room, bonus room, and laundry room, plus a propane log fireplace and county water (HCWA). Three A/C units and two hot water heaters keep things comfortable year-round. A large deck overlooks the lake.

Lake — A 2± AC spring-fed lake on the property.

Horse & Hay Barn — A 36' x 48' metal barn built in 2014, with two 10' x 10' stalls and a 10' overhang.

Storage — A storage shed and pole barn for equipment and storage needs.





JOINT DRIVEWAY EASEMENT

Tracts 1, 2, and 3 are each subject to an existing Joint Driveway Agreement recorded in the Henry County Clerk of Superior Court, Deed Book 12140, Page 298. Seller and Purchasers of Tracts 1, 2, and 3 agree to modify and execute a new Joint Driveway Agreement at closing, granting the Purchasers of Tracts 1, 2, and 3 reciprocal rights of ingress and egress over and through the existing driveway for a period of twelve (12) months from the date of closing. Said agreement shall be executed by all parties at closing and shall be recorded in the Henry County Clerk of Superior Court contemporaneously with the deeds conveying Tracts 1, 2, and 3.



TRACT THREE

Address: 2853 Highway 81 W
Hampton, GA 30228

County: Henry

Seller Type: Individual

Lat/Lon: 33.42075, -84.26825

Tax ID: Part of 019-02001000,
Part of 019-02001003,
Part of 019-02001004

Size: 5.44 ± Acres

Beds/Baths: 3 / 2

Square Feet: 1,759 ±

Year Built: 1999, *Addition 2012*

Tract Notes:

Single Family Residence — 3 bedrooms and 2 baths across 1,759 SF, built in 1999 with an addition in 2012. Features a kitchen, living room, and large bonus room, plus a propane log fireplace, wood stove in the addition, central heat and air, and county water (HCWA).

Metal & Wood Shop Building — A 42' x 60' (2,520 SF) building built in 2003. Fully equipped with central heat and air, county water, R-19 insulation in the walls and ceiling, and two loft areas with stairs. Includes a bathroom with sink and shower, an office and kitchenette with sink, cabinets and refrigerator, a separate 10' x 10' room with its own entrance, and two overhead garage doors.





JOINT DRIVEWAY EASEMENT

Tracts 1, 2, and 3 are each subject to an existing Joint Driveway Agreement recorded in the Henry County Clerk of Superior Court, Deed Book 12140, Page 298. Seller and Purchasers of Tracts 1, 2, and 3 agree to modify and execute a new Joint Driveway Agreement at closing, granting the Purchasers of Tracts 1, 2, and 3 reciprocal rights of ingress and egress over and through the existing driveway for a period of twelve (12) months from the date of closing. Said agreement shall be executed by all parties at closing and shall be recorded in the Henry County Clerk of Superior Court contemporaneously with the deeds conveying Tracts 1, 2, and 3.



GRANTING OF POSSESSIONS

Possession of Tract 3 shall be granted to Purchaser thirty (30) days after closing. During this thirty (30) day period, Seller shall remain in the property, maintain homeowner's insurance, and shall be responsible for the property's upkeep. Any personal property not removed by Seller within thirty (30) days of closing shall be deemed abandoned and may be disposed of by Purchaser.



TRACT FOUR

Address: S/S of Highway 81
Hampton, GA 30228

County: Henry

Seller Type: Individual

Lat/Lon: 33.42075, -84.26825

Tax ID: Part of 019-02001000

Size: 3.77 ± Acres

Tract Notes:

Building Site — Open, level pastureland with approximately 283 ft of highway frontage.



TRACT FIVE

Address: S/S of Highway 81
Hampton, GA 30228

County: Henry

Seller Type: Individual

Lat/Lon: 33.42075, -84.26825

Tax ID: Part of 0019-02001003
Part of 019-02001004
Part of 019-02001000

Size: 7.18 ± Acres

Tract Notes:

Home Site — Mostly open pastures with wooded areas along the back south side.

Pond — Approximately 0.65± AC, with the option to drain for development purposes.

Combined with any adjoining tract, this property opens up a range of possibilities.



TRACT SIX

Address: 2853 Highway 81 W
Hampton, GA 30228

County: Henry

Seller Type: Individual

Lat/Lon: 33.42075, -84.26825

Tax ID: Part of 019-02001000,
Part of 019-02001003,
Part of 019-02001004

Size: 22.94 ± Acres

Tract Notes:

Building Sites — Private setting with good grasslands and approximately 13± AC of woodland, offering recreational potential and abundant wildlife.

Cabin — A 16' x 24' hunting lodge with one room plus a loft. Features built-in bunks, wood burning and gas heat, a gas stove, and a fire pit.

Combines well with several other adjoining tracts.





TRACT SEVEN

Address: S/S of Highway 81
Hampton, GA 30228

County: Henry

Seller Type: Individual

Lat/Lon: 33.42075, -84.26825

Tax ID: Part of 0019-02001003
Part of 019-02001004
Part of 019-02001000

Size: 7.57 ± Acres

Tract Notes:

Homes Sites - Several options with privacy, productive hayfields, and mostly open land.

This tract makes an interesting possibility when combined with Tract 6.

SIMULTANEOUS CLOSING — ESCROW CONDITION PRECEDENT

The purchase and sale of the Tract as outline in Exhibit “A” constitutes one of seven (7) separate but interdependent transactions arising from the same auction event. Closing of all seven (7) tracts shall occur simultaneously, and each individual closing is expressly conditioned upon the concurrent closing of all remaining tracts. All closings shall be conducted in escrow, and no deed, document, or instrument executed in connection with any individual closing shall be recorded, released from escrow, or deemed effective until all seven (7) closings have been fully funded, all closing conditions have been satisfied, and the escrow agent has received written authorization to release and record all documents simultaneously. In the event that any one of the seven (7) tract closings fails to occur for any reason, the escrow agent shall hold all funds and documents pending resolution, and no individual closing shall be considered consummated unless and until all seven (7) closings are completed in accordance with this Agreement.

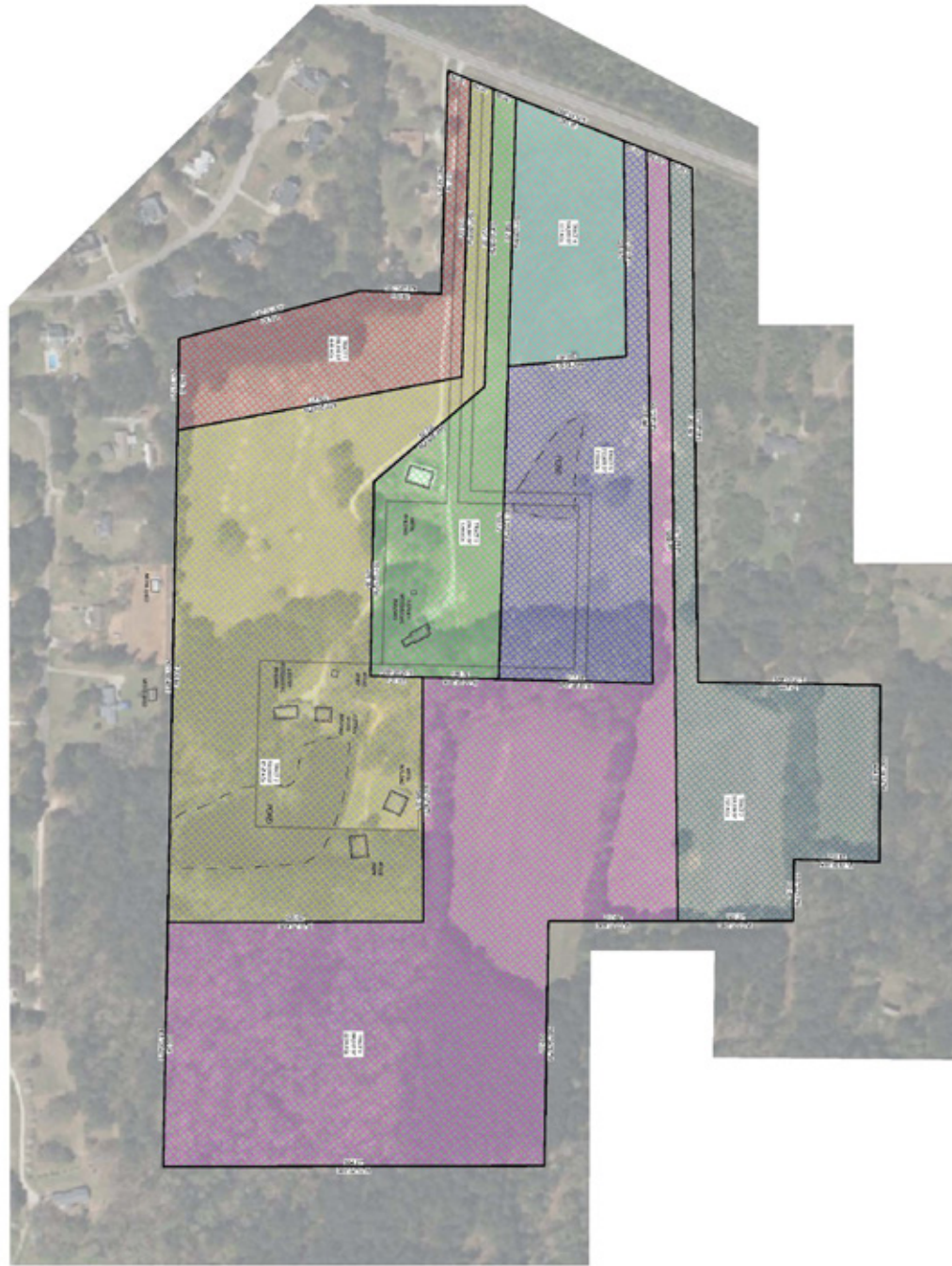
JOINT DRIVEWAY AGREEMENT — TRACTS 1, 2, AND 3

Tracts 1, 2, and 3 are each subject to an existing Joint Driveway Agreement recorded in the Henry County Clerk of Superior Court, Deed Book 12140, Page 298. Seller and Purchasers of Tracts 1, 2, and 3 agree to modify and execute a new Joint Driveway Agreement at closing, granting the Purchasers of Tracts 1, 2, and 3 reciprocal rights of ingress and egress over and through the existing driveway for a period of twelve (12) months from the date of closing. Said agreement shall be executed by all parties at closing and shall be recorded in the Henry County Clerk of Superior Court contemporaneously with the deeds conveying Tracts 1, 2, and 3.

POSSESSION — TRACT 3

Possession of Tract 3 shall be granted to Purchaser thirty (30) days after closing. During this thirty (30) day period, Seller shall remain in the property, maintain homeowner’s insurance, and shall be responsible for the property’s upkeep. Any personal property not removed by Seller within thirty (30) days of closing shall be deemed abandoned and may be disposed of by Purchaser.





Sec. 3.1. R-A Residential Agricultural

3.1.1. Intent

This district is intended to preserve the mixed agricultural and residential character of land while providing a transition between rural and agricultural and suburban development patterns. Includes locations to carry out agricultural activities related to crops, livestock, and timber. This district will also provide for detached single-family residential dwellings that are site-built, manufactured or industrialized on lots.

3.1.2. Dimensional Standards

Standards for lots are as indicated on Table 3.1.

Table 3.1 R-A Dimensional Standards

Site	
Density:	1 dwelling per lot
Lot Coverage:	35 % max.
Lots	
Lot area:	1 acre min. when serviced by private septic and public water 1.25 acres min. when serviced by private septic and private well
Lot frontage:	100 ft. min. or 60 ft. min. for flag lots
Lot width:	175 ft. min.
Yards	
Front yard:	50 ft. min.
Side street yard:	35 ft. min.
Side yard:	20 ft. min.
Rear yard:	40 ft. min.
Building Height	
Maximum:	40 ft.

3.1.3. Uses

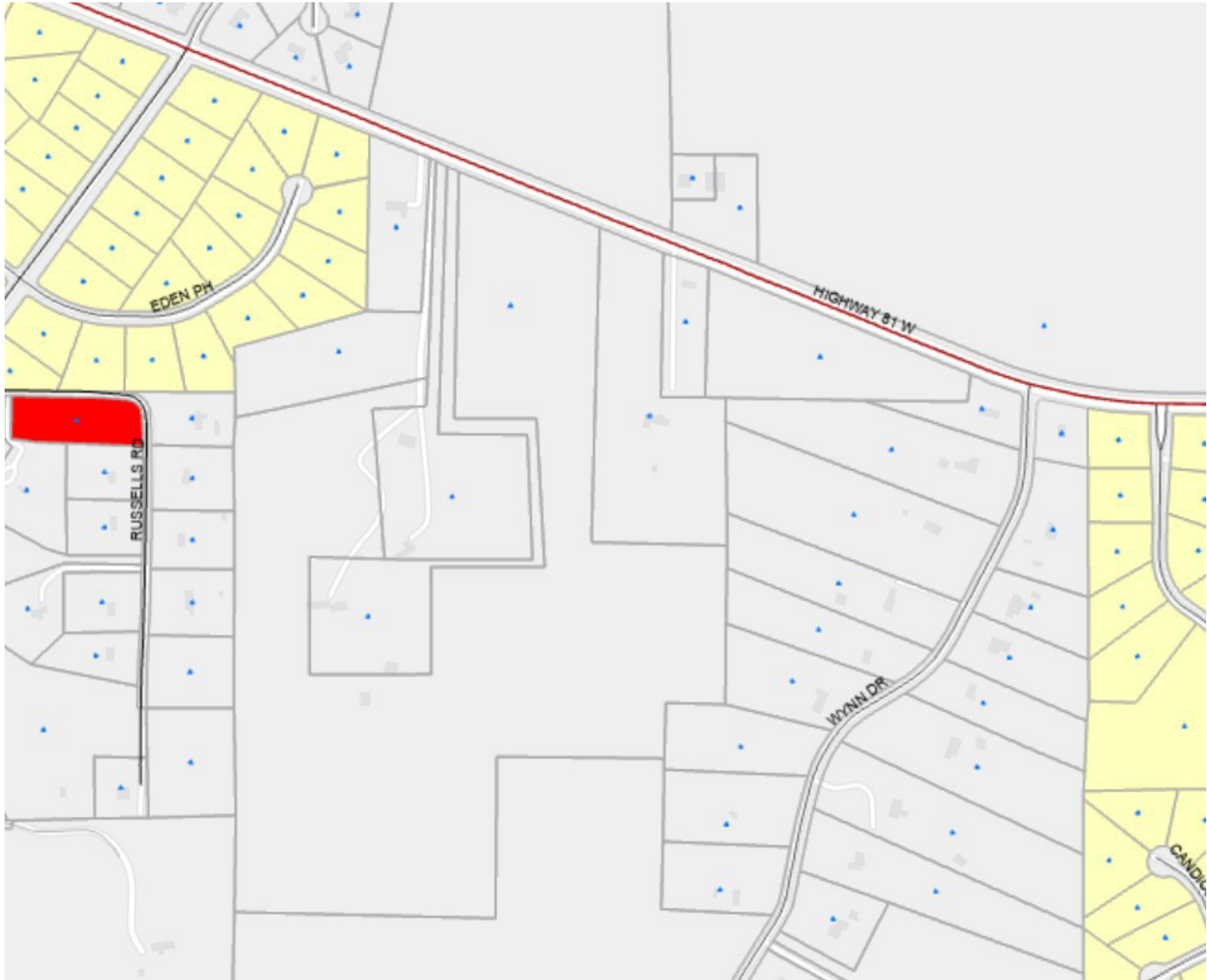
See Article 6.

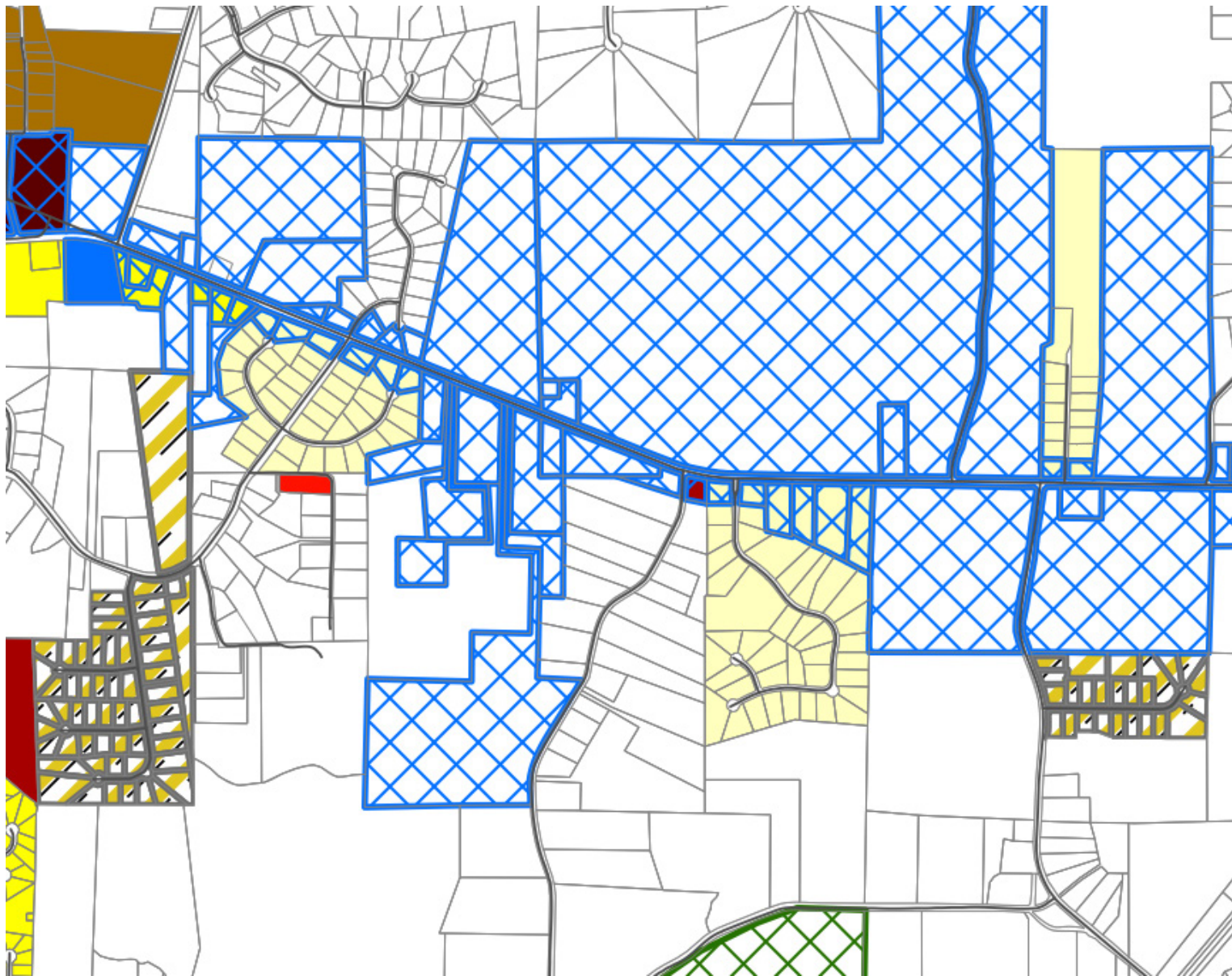
3.1.4. Overlay Compliance

See Article 5 (Special and Overlay Districts) for additional or alternative standards which may be applicable in overlay districts.

3.1.5. Other Standards

See Article 2 (Rules Common to All Districts) and Article 6 (Use Provisions) and Article 7 (Site Development) for additional standards which may be applicable.





HENRY COUNTY ZONING MAP

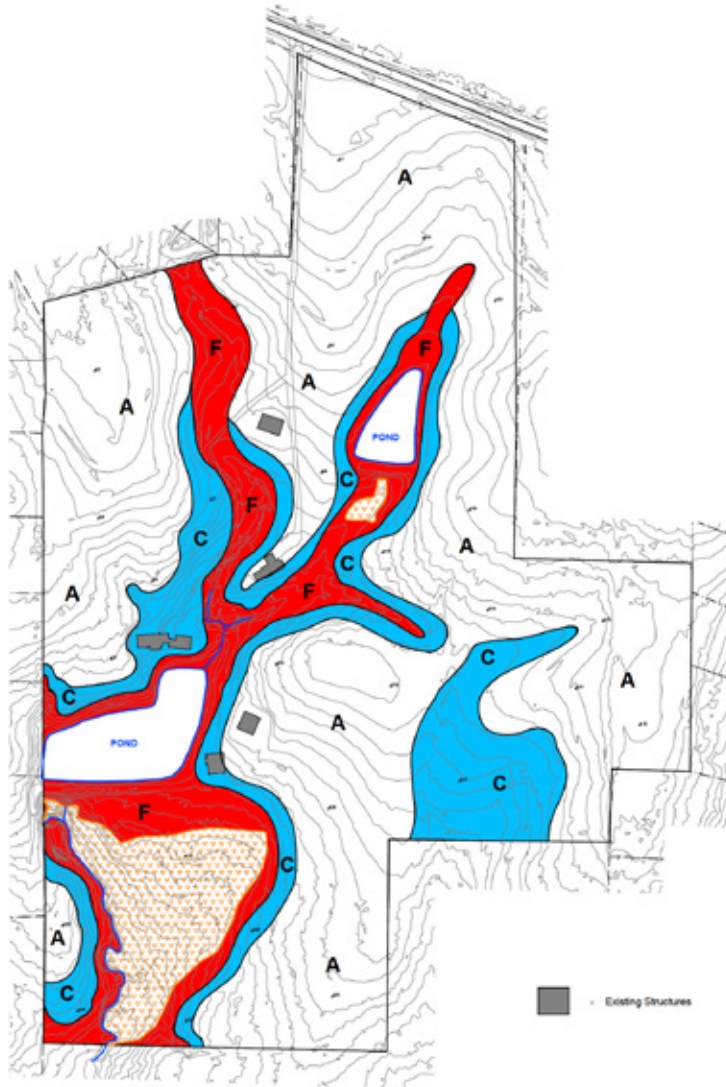
- RA
- R-1
- R-2
- R-3
- R-4
- RD
- RM
- RMH
- OI
- C-1
- C-2
- C-3
- M-1
- M-2
- MU
- PD
- CITY
- HENRY COUNTY HIGHWAY CORRIDOR
- Bruton_Smith_Pkwy_Corridor



2023 FLUM

Future Land Use

- Greenspace
- Rural Residential
- Low Density Suburban
- Medium Density Suburban
- High Density Suburban
- Urban Residential
- Commercial
- Village
- Low Density Mixed Use
- High Density Mixed Use
- Industrial
- Public-Institutional
- /// Utilities
- Office-Institutional



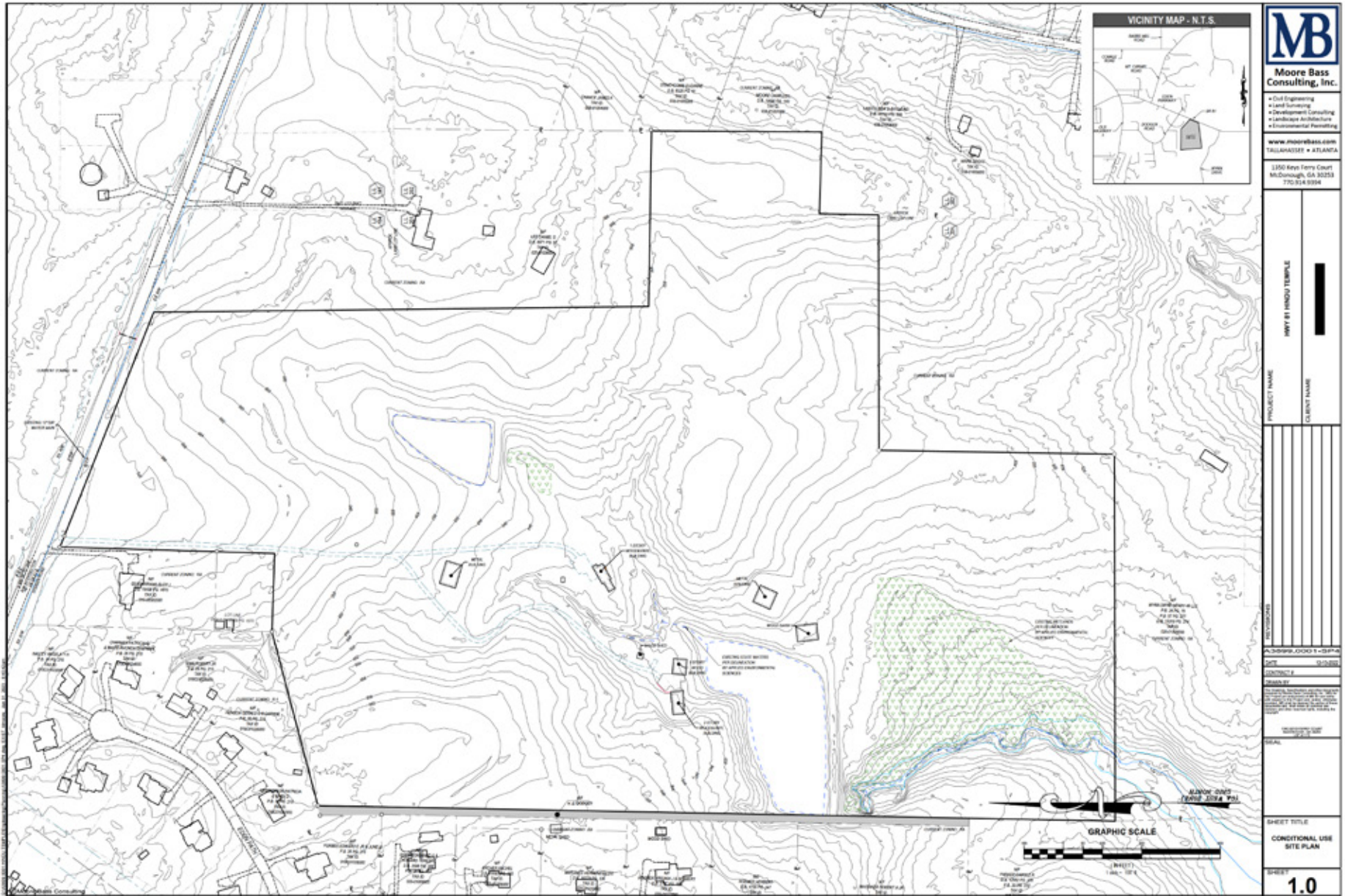
SOIL MAP LEGEND		NOTES
	A	Soils are typically suitable for conventional absorption field with proper design, installation and maintenance.
	C	Soils are unsuitable for conventional absorption fields due to seasonal or perched high water table conditions. Soils are generally suitable for alternative absorption fields with treatment system producing Class 1 effluent.
	F	These soils are unsuitable for on-site wastewater disposal due to seasonal high water table, flooding, and/or storm water drainage patterns.

	USACE JURISDICTIONAL WETLAND AREA
	USACE WATER OF THE U.S. / EPD STATE WATER



Existing Structures

	MAP LEGEND Soil Boundary Soil Boring Gully	 GRAPHIC SCALE 0 50 100 1" = 200' ±	 AES Applied Environmental Sciences, Inc. 90-F Glenda Trace, #327 Newnan, Georgia 30265 (678) 262-6020 (770) 663-4875 (fax) www.soilmapping.com	LEVEL 1 SOIL MAP HIGHWAY 81 TRACTS L.L. 184, 6th DISTRICT HENRY COUNTY, GEORGIA	DATE: 12-5-22
					SCALE: 1" = 200' CLIENT: [REDACTED] BORING LOCATION METHOD: TRIMBLE GPS UNIT DRAWN BY: EAH CHECKED BY: EAH, DPH CSC #224



MB
Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Professional Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com
 TALLAHASSEE • ATLANTA

3350 Keys Ferry Court
 McDonough, GA 30253
 770.524.0394

PROJECT NAME	HWY 81 HINDU TEMPLE
CLIENT NAME	[REDACTED]

REVISIONS	
NO.	DESCRIPTION

PROJECT NO.	ALDORNS_C0001-1-01010
CITY	
CONTACT #	
DATE	

DATE	
------	--

SHEET TITLE	CONDITIONAL USE SITE PLAN
SHEET	1.0



REPORT OF

WETLAND DELINEATION & STATE WATERS REVIEW

ON THE

HIGHWAY 81 TRACT
LAND LOTS 184, 201, & 202, 6TH DISTRICT
HENRY COUNTY, GEORGIA

PREPARED FOR:



DECEMBER 13, 2022
AES PROJECT NO. 2221002.2



December 13, 2022



ATTN:



RE: Report of Wetland Delineation & State Waters Review
Highway 81 Tract
Land Lots 184, 201, & 202, 6th District
Henry County, Georgia
AES Project No. 2221002.2

Dear [REDACTED]:

Applied Environmental Sciences, Inc. has completed a Wetland Delineation & State Waters Review on the above-referenced site. This report contains the results of our investigation and general information regarding U.S. Army Corps of Engineers and/or Georgia EPD permitting guidelines.

We appreciate the opportunity to be of service to you on this project and look forward to working with you in the future. Please contact us at your convenience if you have any questions or if we can be of continued service.

Sincerely,

APPLIED ENVIRONMENTAL SCIENCES, INC.

M. Brannon Miles
President



Table of Contents

1.0 PROJECT PURPOSE AND LOCATION	2
2.0 METHODOLOGIES	2
2.1 Wetland Delineation Methodology.....	2
2.2 State Waters Review Methodology.....	2
3.0 DELINEATION RESULTS	3
4.0 DISCUSSION	3
4.1 Federal Permitting Requirements.....	3
4.2 State Permitting Requirements.....	4
5.0 LIMITATIONS	4

APPENDICES

- Figure 1: Site Location Map
- Figure 2: USGS Topographic Map
- Figure 3: Site Plan

1.0 PROJECT PURPOSE AND LOCATION

Applied Environmental Sciences, Inc. (AES) was contracted by [REDACTED] to perform a delineation of wetlands and other waters for the Highway 81 Tract. This property is hereinafter referred to as the Project Site or the Property. The investigation included a review of potential Georgia Waters of the State intended to identify stream channels and/or areas of open water on the Project Site which should require an undisturbed buffer.

According to provided property information, the Project Site consists of four contiguous land parcels (Henry County land parcel nos. 019-02001000, 019-02001002, 019-02001003, and 019-02001004), totaling approximately 69.65-acres, located to the south of Highway 81 in Henry County, Georgia (see Figure 1). The Project Site is located within the Piedmont Physiographic Province of Georgia. Drainage across the Project Site is generally to the southwest, toward an unnamed tributary of the Towaliga River. The Towaliga River and the Project Site are located within the Ocmulgee River drainage basin.

2.0 METHODOLOGIES

2.1 Wetland Delineation

The purpose of the wetland delineation was to identify potential Federal waters, including wetlands, on the Project Site. In order for an area to qualify as wetland, physical evidence of: (1) wetland vegetation, (2) wetland hydrology, and (3) hydric soils must be present. The criteria used to determine these parameters in the field are found in the **U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual**, and applicable Regional Supplements. The definition for other Waters of the U.S., found at 33 CFR Section 328.3(a)(3), was used to delineate stream channels and open waters which do not meet the criteria for wetlands, but are under the authority of the USACE as Waters of the U.S.

2.2 State Waters Review

The Erosion and Sedimentation Act of Georgia prohibits land disturbing activities within the 25-foot buffer along Waters of the State. Certain activities, such as road and utility line crossings, are typically exempt. The Georgia Environmental Protection Division (EPD) provides for a variance process for non-exempt activities within the buffer. The purpose of the state waters review was to identify potential Georgia Waters of the State located on the Project Site and determine which of those waters should require a stream buffer.

The criteria used for the review is detailed in Section 391-3-7.01 (v) of Chapter 391-3-7 of the Georgia Erosion and Sediment Act, Revised January, 2005. The criteria defined in the EPD Erosion and Sediment Control Manual, Revised January, 2005 was utilized to determine which areas on the Project Site require a state waters buffer. The definition utilized is as follows: "a "Stream Bank" means the confining cut of a stream channel and is usually identified as the point where the normal stream flow has wrested the vegetation. For non trout waters, the normal stream flow is any stream flow that consists solely of base flow or consists of both base flow and direct runoff during any period of the year. Base flow results from ground water that enters the stream channel through the soil. This includes spring flows into streams. Direct runoff is the water entering stream channels promptly after rainfalls or snow melts."

As a supplemental tool for the review, potential streams and drainage features were evaluated using the current version of the intermittent stream evaluation method developed by the North Carolina Division of Water Quality (NCDWQ). The NCDWQ Stream Classification Method and associated guidance manual is a scoring method developed to distinguish ephemeral channels from intermittent streams.



3.0 DELINEATION RESULTS

AES personnel completed the Wetland Delineation and State Waters Review on December 2, 2022. The delineation and review were conducted by determining the respective wetland boundaries on-site and marking the boundaries with pink numbered flagging. The flagging was then located using a *Trimble Geo R2* Global Positioning System (GPS). Also, the head-of-stream for all streams originating on-site and select top-of-bank locations were also flagged and GPS-located. The GPS-located boundaries were subsequently post-processed for accuracy and plotted onto the provided property survey to produce the attached Site Plan. Jurisdictional areas identified on the Project Site are depicted on the attached Figure 3 and consist of the following:

- ◆ **One Perennial Stream (Stream S1)**
- ◆ **Two Wetland Areas (Wetlands W1 & W2)**
- ◆ **Two Impoundments (Ponds P1 & P2)**

Stream S1 consists of an unnamed perennial tributary to the Towaliga River located on the central and southeastern portion of the Project Site. Stream S1 begins at an onsite plunge-pool feature. After commencement, Stream S1 trends generally south-southwest before exiting the Project Site along the southern property boundary. Pond P1 consists of an approximately 0.65-acre impoundment located on the north-central portion of the Project Site. Pond P2 consists of an approximately 1.86-acre impoundment of Stream S1 located on the southwestern portion of the Project Site. Wetland W1 consists of an approximately 0.14-acre pocket of emergent wetlands located adjacent to the south of Pond P1. Wetland W2 consists of an approximately 3.99-acre expanse of forested wetlands located along Stream S1.

4.0 DISCUSSION

In our opinion, Stream S1 and Ponds P1 and P2 meet the definition of Waters of the U.S. and would likely be under the authority of the USACE. In addition, because the streams exhibit evidence of base flow and wrested vegetation lines, and the pond exhibits an ordinary-high water mark, these features should also be considered Georgia State Waters and should require undisturbed buffers. The identified on-site wetland areas (Wetlands W1 & W2) exhibit the three required wetland parameters and should be considered jurisdictional to the USACE.

As of the issuance date of this report, a final development plan for the Project Site has not been reviewed. Therefore, a detailed permitting strategy cannot be accurately formulated at this time. The sections below provide general information on Federal and State permitting requirements, if impacts to the on-site jurisdictional areas are proposed.

4.1 Federal Permitting Requirements

Impacts to Waters of the U.S., including streams and wetlands, can be authorized through USACE Nationwide and Individual Permits. Generally, impacts to less than 0.05-acre of stream channel and less than 0.50-acres of wetlands may be authorized under USACE Nationwide Permits. USACE Nationwide Permits require a 45-day review period after submittal to the USACE. Impacts to greater than 0.05-acre of stream channel or 0.50-acre of wetlands require a USACE Individual Permit. USACE Individual permits typically take 7 to 13-months for approval.

Wetland impacts of greater than 0.10-acre or stream channel impacts of greater than 0.01-acre require compensatory mitigation, per USACE permit guidelines. Typically, compensatory mitigation is accomplished through the purchase of wetland and/or stream channel credits from an approved commercial mitigation bank. The purchase of credits allows for restoration or enhancement of wetlands or

streams elsewhere within the same watershed as the impact site, and is intended to satisfy the USACE policy of “no net loss.”

The amount of credits required to offset losses on-site is calculated using formulas contained in the USACE Standard Operating Procedure (SOP) for compensatory mitigation. Mitigation costs are highly site-dependent, but generally equate to \$800.00-\$1,200.00 per linear foot of stream channel impacted and between \$80,000.00 - \$95,000.00 per acre of wetlands impacted. Additional terms and conditions apply to the use of all USACE permits. Therefore, it is critical to project success to formulate a site-specific permitting strategy within the development planning stage.

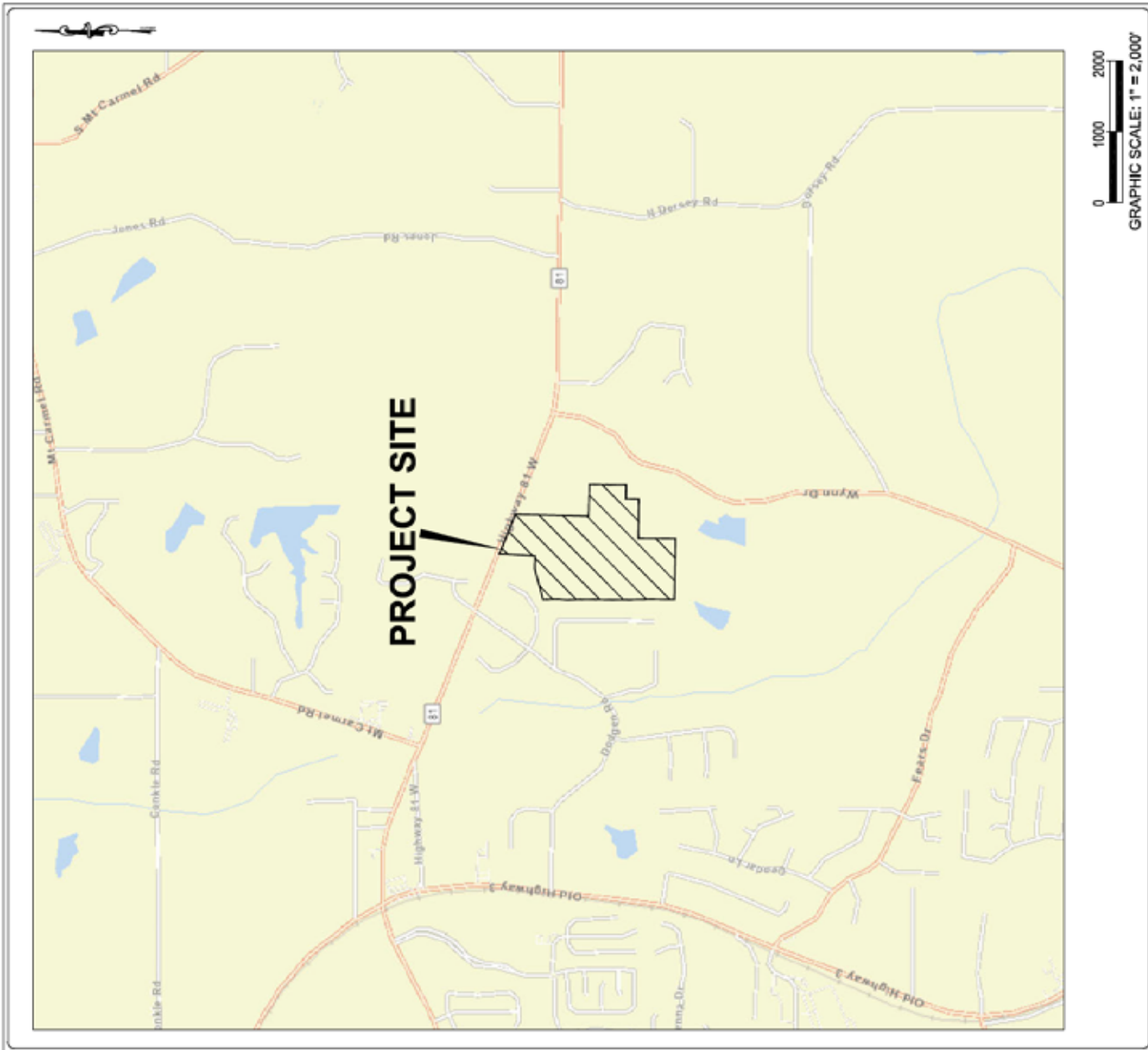
4.2 State Permitting Requirements

The Georgia Erosion & Sedimentation Act prohibits land disturbing activities within the 25-foot buffer adjacent to Georgia Waters of the State. The EPD does provide for a variance process for buffer encroachment for certain activities. Typically, road and utility line crossings are exempt from the variance process if they are constructed perpendicular to a buffered stream channel.

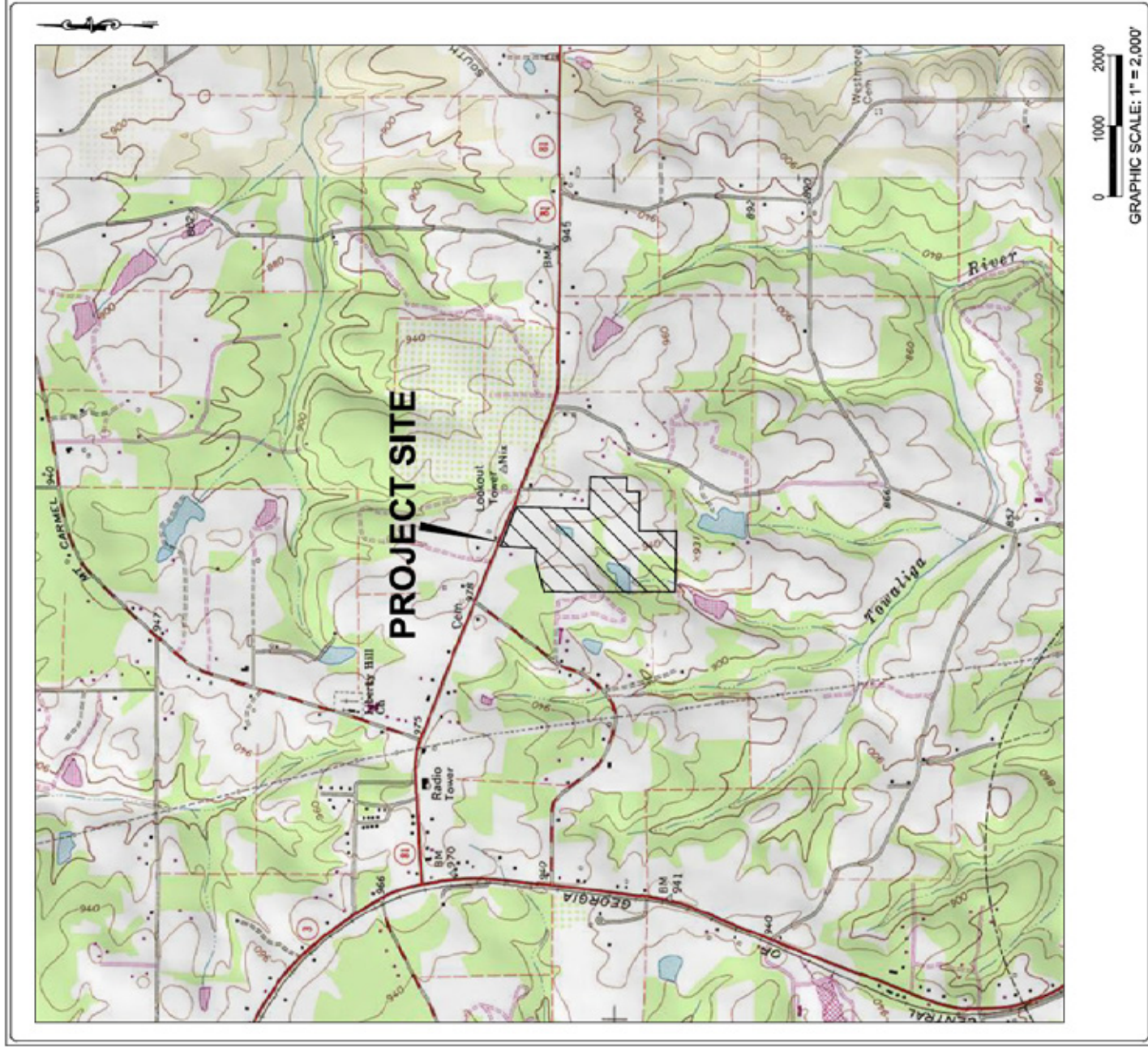
5.0 LIMITATIONS


The results of this delineation are based on AES' professional opinion and understanding of current Federal and State regulations. Only the USACE and/or Georgia EPD and/or Local Issuing Authority (LIA) have authority to make official determinations of jurisdiction.

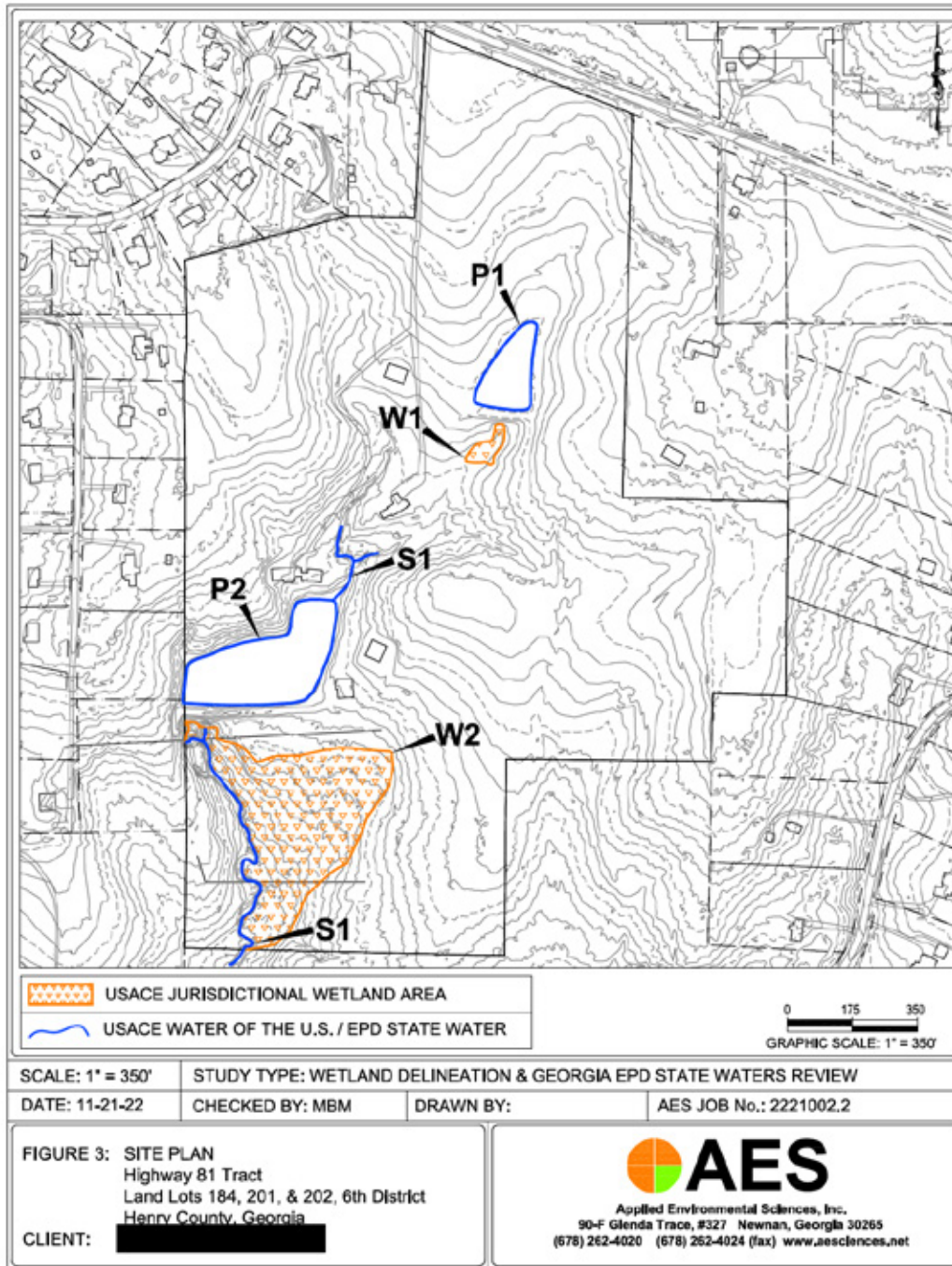
APPLIED ENVIRONMENTAL SCIENCES, INC.



SCALE: 1" = 2,000'	STUDY TYPE: WETLAND DELINEATION & GEORGIA EPD STATE WATERS REVIEW
DATE: 11-21-22	CHECKED BY: MBM
	DRAWN BY: SFP
	AES JOB No.: 2221002.2
<p>FIGURE 1: SITE LOCATION MAP Highway 81 Tract Land Lots 184, 201, & 202, 6th District Henry County, Georgia</p>	
<p>CLIENT: [REDACTED]</p>	
<p>AES Applied Environmental Sciences, Inc. 96-F Glenda Trce, #327 Newman, Georgia 30265 (678) 262-4020 (678) 262-4024 (fax) www.aesciences.net</p>	



SCALE: 1" = 2,000'	STUDY TYPE: WETLAND DELINEATION & GEORGIA EPD STATE WATERS REVIEW
DATE: 11-21-22	CHECKED BY: MBM
	DRAWN BY: SFP
	AES JOB No.: 2221002.2
<p>FIGURE 2: USGS TOPOGRAPHIC MAP Highway 81 Tract Land Lots 184, 201, & 202, 6th District Henry County, Georgia</p>	
<p>CLIENT: [REDACTED]</p>	
 <p>AES Applied Environmental Sciences, Inc. 90-F Glenda Trace, #327 Newnan, Georgia 30265 (678) 262-4020 (678) 262-4024 (fax) www.aesciences.net</p>	



The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property or item prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property or items prior to Bidding. Please see website for scheduled inspection times or call for an appointment.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must within 24 hours execute the Purchase and Sale Agreement and remit an earnest deposit. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due.

Closing for Real Property: All properties must close within forty-five (45) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing documents and deed, closing coordination fee, title examination, transfer tax and

purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase. All seven (7) tracts shall close simultaneously, and the closing of any individual tract is contingent upon the closing of all remaining tracts.

Possession - Tract 3 Only: Seller shall deliver possession of the property to the Buyer no later than thirty (30) days following the date of closing. During this post-closing possession period, the Seller shall maintain the property in its current condition, reasonable wear excepted, and shall be responsible for all utilities and carrying costs until possession is surrendered.

Survey: After the auction a final survey will be prepared by Moore Bass Consulting, www.moorebass.com, 770-914-9394. The cost of the survey will be paid by the purchasers at the price of \$1,500 per tract. If the property is purchased in its entirety, it will be conveyed using existing legal descriptions. Marking of lines between corners and individual surveys will be available for an additional fee. The survey will include a boundary survey, metes and bounds descriptions and corners set. The individual tracts contain estimated acreage amounts derived by Moore Bass Consulting and are not field measurements. The final acreage may vary slightly on individual tracts. Final sales prices will be adjusted on a per acre basis only if the final survey reveals a deviation of one-half acre or greater from what is advertised the day of the auction.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form, prior to the bidder placing a bid or by 3:00 P.M. eastern time on the day preceding the auction, whichever comes first. UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. A bidder is only allowed to be registered by one broker.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 3 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of up to \$5,000. This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall charge the credit card on file or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as non-exclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Extended Bidding: All online auctions include an EXTENDED BIDDING feature. If a bid is placed on any property within the last five (5) minutes of the auction the ending time of the auction for ALL properties will be extended for five (5) minutes. The bidding on ALL properties will remain open until no further bids have been placed on ALL properties for five (5) minutes.

Bid Increments For Real Property:

The bidding increments for all properties will be as follows:

Amount Up To	Bid Increments
\$2,500	\$100
\$10,000	\$250
\$50,000	\$500
\$100,000	\$1,000
\$250,000	\$2,500
\$500,000	\$5,000
\$1,000,000	\$10,000
\$1,000,000+	\$25,000

Technical Problems: The auction will be conducted using online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold “As-Is, Where-Is” with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be revealed in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling “Absolute”. The Seller and their agents reserve the right to place bids on the property up to the Seller's reserve. Any acceptance of a winning bid maybe rescinded by the Seller, in the seller's sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling “Absolute”. Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. Auctioneer cannot guarantee the performance of the seller or seller obligations on any transaction. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconstancies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

AUCTION REAL ESTATE SALES CONTRACT

1. Purchase and Sale. As a result of the efforts of SEVEN HILLS AUCTIONS, LLC, hereinafter referred to as "Auctioneer," the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land together with all plants, trees, shrubbery now on the premises, with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "Property," lying and being in:

State: Georgia County: Henry Being more fully described upon in Exhibit "A" attached hereto and made a part hereof.

The purchase price of the Property, including a ten percent (10%) buyer's premium, is \$ _____ Said amount shall be paid in cash, in full, at closing. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. Purchaser shall pay all usual and customary closing costs. For an outline of the financial terms of sale, see below.

OUTLINE OF FINANCIAL TERMS OF SALE	
High Bid	\$ _____ .00
Buyer's Premium (10%).....	\$ _____ .00
Purchase Price	\$ _____ .00
Earnest Money.....	\$ _____ .00
Balance Due at Closing	\$ _____ .00

2. Earnest Money and Default. Purchaser has remitted to Auctioneer the sum of \$ _____, as "Earnest Money", which shall be deposited into an escrow account with Auctioneer and/or the closing firm (as defined below), at the discretion of Auctioneer, and which will be applied as part payment of the Purchase Price at the closing and is NON-REFUNDABLE to Purchaser, unless otherwise provided herein. All parties hereto agree that Auctioneer may deposit the Earnest Money in an interest-bearing escrow account and all parties hereto understand and agree that the Earnest Money is NON-REFUNDABLE except as set forth in this agreement and that disbursement of Earnest Money can occur only as follows: (a) at closing; (b) upon written agreement signed by all parties to this contract; (c) upon court order; or (d) upon failure of Seller to perform Seller's obligation to close in accordance with this contract, the Earnest Money shall be returned to Purchaser and this shall be Purchaser's sole and exclusive remedy in the event of a default by Seller. Purchaser hereby waiving all other rights and remedies available at law or in equity; or (e) upon failure of Purchaser to fulfill Purchaser's obligations to close in accordance with this contract, the earnest money shall be paid to Seller as liquidated damages and not a penalty, the parties hereto agreeing that the damages caused by a breach of the contract are difficult or impossible to estimate accurately, the parties hereto intend to provide for liquidated damages rather than a penalty and the earnest money is a reasonable estimate of the probable loss upon a breach. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the Earnest Money, Auctioneer may, in its sole discretion, notify Purchaser and Seller in writing that Auctioneer is unable to resolve such dispute and may interplead all or any disputed part of the Earnest Money into court, whereupon Auctioneer shall be discharged from any further liability with respect to the Earnest Money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the Earnest Money, or, upon fifteen (15) days written notice to the parties, Auctioneer may make a disbursement of the Earnest Money upon a reasonable interpretation of this contract. In either event, the parties hereto release and discharge Auctioneer from any claims against Auctioneer related to the Earnest Money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.

3. Title. Seller warrants that they presently have title to said Property, and at the time the sale is consummated agrees to convey marketable and insurable title in and to said Property to Purchaser by **Limited Warranty Deed**, subject only to the following permitted exceptions: (1) zoning ordinances affecting said Property, (2) all matters of record affecting said Property, (3) subdivision covenants and restrictions of record, (4) all facts, matters and conditions that would be shown on a current and accurate survey of said Property, (5) prior mineral reservations, and (6) leases, other easements, other restrictions and encumbrances affecting the Property. Title marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar of Association of the state in which the Property is located. Any defect in the title which does not impair marketability pursuant to said Title Standards, shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or

other documents, if any, required by the applicable Title Standard to cure such defect. In the event leases are specified in this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases. If Seller is unable to convey title in the quality set forth above, Purchaser shall have the option of either (i) taking such title as Seller can give, without abatement of the Purchase Price, or (ii) being repaid all moneys paid on account by Purchaser to Seller including Earnest Money held by Auctioneer; and, if Buyer elects to terminate the agreement, there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void and of no force or effect.

A title commitment shall be provided to the Purchaser by the Closing Firm as identified in paragraph 8 of this agreement. Purchaser shall have five (5) days from the receipt of the title report in which to examine title and to furnish Seller with a written statement of objections affecting the insurability of said title. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying insurable title to the Property, then Purchaser may terminate the Agreement without penalty upon written notice to Seller. Insurable title as used herein shall mean title which a title insurance company licensed to do business in the state where the Property is located will insure, subject only to standard exceptions and items (1) through (6) listed above. If Purchaser does not provide a written statement of objections affecting the insurability of the title within five (5) days from the receipt of the title commitment, then Purchaser shall be deemed to have waived any such objections that Seller fails to satisfy and the sale shall be consummated without any adjustment to price.

4. Duty to Cooperate. Seller and Purchaser agree that such documents as may be legally necessary and required by closing firm to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.

5. Property Condition. Seller represents that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.

6. Agency and Brokerage. Commission is to be paid to Auctioneer pursuant to and in accordance with that certain agreement between Auctioneer and Seller regarding authorization and compensation, and to Broker, if any, pursuant to the Terms and Conditions of the Auction, Broker/Bidder Participation Form and Broker Listing Agreement for Auction, relative to the subject Property, which documents are incorporated herein by reference. SEVEN HILLS AUCTIONS, LLC, auctioneer/broker, is acting exclusively as agent for the Seller.

(a) "Listing Broker" (Seller's Representative) shall mean:	(b) "Selling Broker" (Buyer's Representative) shall mean:
Agent Name:	Agent Name:
Brokerage Firm:	Brokerage Firm:
Telephone:	Telephone:
Email Address:	Email Address:

In the event the sale is not consummated because of Seller's failure or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Auctioneer. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Auctioneer the full commission; provided that Auctioneer may first apply one-half of the Earnest Money toward payment of, but not to exceed, the full commission.

7. Prorations. Real estate taxes (unless paid by a Tenant pursuant to any applicable lease agreement on the Property), rents, water and sewer charges, HOA/POA fees and due, and any other assessments on the Property shall be prorated as of the date of closing. Payment and proration of taxes and assessments is final as between Purchaser and Seller.

8. **Closing Date.** Sale shall be closed on or before forty five (45) days from the Binding Agreement Date (Closing Date). Closing shall be conducted by *William Phalen, Sherman & Phalen, LLC, 1165 Northchase Parkway SE, Suite 450, Marietta, GA 30067* ("Closing Firm").

All closing costs shall be paid by the Purchaser, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to convey good and marketable title to the Property. Closing costs shall include, but are not limited to an insured closing letter, if applicable, and as described in the paragraph below, deed preparation and attorney's fees to prepare such deed, title commitment fee, recording fees, title examination, closing coordination fee, closing attorneys' fees, courier fee, wire fees, tax search fee and transfer tax fee, if applicable. Title insurance shall be available at the Purchasers option and shall be paid by the Purchaser.

In the event the Property is subject to a mandatory membership community association, the Purchaser agrees to pay the cost of any association account statement or clearance letter ("closing letter") including all amounts required by the association or management company to be pre-paid in order to obtain such closing letter. The parties acknowledge that the closing letter is required in order to issue a policy of title insurance and discloses such times as paid and delinquent association dues, transfer fees, and special assessments. The closing letter may designate which party is responsible for a particular fee. The Seller shall be responsible for any fees owing on the Property which come due and payable before the closing so that the Property is sold free and clear of liens and amounts owed to the association.

Purchaser shall be charged a fee of \$50.00 per calendar day for any extension granted by Seller past the Closing Date, to be paid and collected by the closing agent at the time of closing. Buyer shall not be obligated for any delays caused by Seller, Seller's closing attorney, or Seller's title agent, or as stated in paragraph 11(O), infra.

9. **Property Sold "AS-IS".** Property is sold "as is" and Seller makes no warranty as to any buildings, structures, easements, leases, restrictions, covenants, conditions, zoning and/or any and all other facts, matters and conditions, including those that would be revealed by a current survey or an inspection of the Property or contained in public records. Purchaser warrants that Purchaser is purchasing the Property, all improvements, and the contents thereof on an "as is" basis with no warranties of any kind, express or implied, either oral or written, whether of habitability, merchantability, fitness for a particular purpose, condition of improvements, environmental condition or otherwise made by Seller, Auctioneer, or any agent of Seller or Auctioneer, including but not limited to, information contained in the sales brochure or supplemental brochures and/or presentations and warranties regarding zoning matters, the ability of the Purchaser to construct new improvements, the ability of Purchaser to remodel existing improvements, the availability of zoning variances, building and demolition permits or plats of consolidation and/or subdivision. No liability for inaccuracies, errors or omissions contained in any materials provided to Purchaser is assumed by Seller, Auctioneer or any of their agents. In addition, the parties hereto acknowledge that Auctioneer is not obligated to and has not made any independent investigation of the condition of the Property.

Prior to entering into this Agreement, Purchaser had the opportunity to conduct Purchaser's own due diligence and investigations. Except as expressly set forth in this Agreement, Purchaser's obligations hereunder are not contingent on any additional due diligence or investigation. Further, Purchaser represents that either Purchaser or duly authorized agent of Purchaser has inspected the property, performed all due diligence reviews which Purchaser deems necessary to determine whether to acquire the Property and verified all facts and information contained in any materials provided to Purchaser prior to executing this contract. Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller, Auctioneer, or others, including, but not limited to, any relating to the description of physical condition of the Property, or the dimensions of the Property or any other physical dimensions thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein. Purchaser has relied on their own examination and investigation thereof. No person has been authorized to make any representation on behalf of Seller. Purchaser agrees (a) to purchase the Property without offset or any claim against, or liability to, Seller or its agents, whether or not any layout or dimension of the Property or any part thereof, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. Purchaser agrees that Seller is under no obligation to extend the closing date to allow Purchaser to perform any due diligence or inspections and that if Purchaser fails to close by the Closing Date Purchaser will lose and forfeit any Earnest Money as set forth herein and shall remain responsible for the payment of any Buyer's Premium.

Neither Seller nor Auctioneer make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Auctioneer with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR

ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THERE UNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

10. **Seller's Knowledge of Property.** Purchaser acknowledges that the Seller's purchase of the property may have resulted from a transfer made by a beneficiary under a deed to secure debt, mortgage or deed of trust ("security instrument") who acquired the property at a judicial foreclosure sale or foreclosure sale conducted pursuant to powers contained in the security instrument, or via deed in lieu foreclosure. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives or agents, or that Seller may have received otherwise. Any such reports furnished by Seller or its agents in connection herewith shall be for informational purposes only, are not made a part of the Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Purchaser acknowledges that in consideration of Seller's execution of the Agreement, Purchaser, on behalf of itself and all other parties having any claims, covenants that neither Purchaser nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation any real estate broker or agent representing Seller.

11. **Other Provisions**

- A. Purchaser acknowledges he/she is familiar with any HOA Covenants and Restrictions.
- B. Possession of the Property shall be granted by Seller to Purchaser no later than the date of closing.
- C. If residential property was built prior to 1978 Purchaser has received PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME pamphlet and EPA and HUD Disclosure Rule pamphlet. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.
- D. Seller may unilaterally extend contract for thirty (30) days.
- E. This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract.
- F. Time is of the essence for this transaction.
- G. All notices required or permitted under this contract shall be in writing, sent to the addresses set forth below, and shall be sent by (i) nationally recognized overnight courier, (ii) certified mail with return receipt requested and postage prepaid, or (iii) by email provided that a copy is sent in accordance with clause (i) and (ii) of this sentence.
- H. Binding Agreement Date. The Binding Agreement Date shall be the date upon which the party accepting the last offer signs the Agreement.
- I. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445. This contract excludes all personal property located on the property.
- K. Governing Law and Interpretation. This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original. This Agreement shall be construed and interpreted in accordance with the law of the state in which the Property is located. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another.
- L. The Property is being sold pursuant to the auction terms, conditions and announcements (the "Auction Terms") made and distributed prior to auction which shall be deemed part of this Contract and are incorporated herein and made a part hereof as if set forth in this Contract in their entirety. In the event a conflict between the terms and conditions of the Contract and those of the Auction Terms, the Contract shall govern.
- M. Entire Agreement. This Contract, the Auction Terms and the Exclusive Auction Listing Contract between Auctioneer and Seller constitute the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.

- N. In the event the Purchaser does not consummate the closing of this property any title work, attorney's fees or other such cost in direct connection with the closing shall be paid by the Purchaser.
- O. Closing Delay: In the event the closing firm is unable to complete this transaction within 30 days of the binding agreement date due to court or county office closures, processing delays, or other administrative disruptions beyond the parties' control, Purchaser and Seller mutually agree to extend the closing date to the earliest possible date provided by the closing firm, not to exceed 90 days from the binding agreement date.
- P. To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa; and (b) references to "persons" or "Parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and all other entities.
- Q. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract, shall not be deemed to limit or alter any provision thereof, and shall not be deemed relevant in construing this Contract.
- R. No oral statements or conversations between the Parties hereto or their representatives, whether the same shall have been implied or direct, occurring either before or after the execution of this Contract, shall be construed as having any bearing or effect upon this Contract or any portion thereof, it being understood that this written Contract evidences the complete agreement between the Parties hereto. Specifically, the Parties agree that this Contract shall supersede all prior contracts, agreements and arrangements between the Parties concerning the sale of the Property. This Contract may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.
- S. All express representations, warranties, terms, conditions and covenants contained herein, whether or not performed at or prior to the closing of the sale contemplated hereby, shall survive such closing and shall not be merged into any document delivered at such closing.
- T. Each of the Parties hereto represents and warrants to the other that this Contract has been duly authorized by all necessary action and that this Contract constitutes and will constitute a binding obligation on the part of each Party.
- U. Each Party hereto agrees to do all such things and take all such action, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purposes of this Contract, either before, at or after closing.
- V. This Agreement shall be binding on all Parties hereto and each of their respective heirs, executors, administrators, successors and assigns.
- W. If it becomes necessary to ensure the performance of the conditions of this Agreement for either Party to hire legal counsel, then the defaulting Party agrees to pay reasonable attorney's fees and court costs incurred by the other Party in connection therewith.
- X. **Survey:** After the auction a final survey will be prepared by Moore Bass Consulting, www.moorebass.com, 770-914-9394. The cost of the survey will be paid by the Purchasers at the price of \$1,500 per tract. If the property is purchased in its entirety, it will be conveyed using existing legal descriptions. Marking of lines between corners and individual surveys will be available for an additional fee. The survey will include a boundary survey, metes and bounds descriptions and corners set. The individual tracts contain estimated acreage amounts derived by Moore Bass Consulting and are not field measurements. The final acreage may vary slightly on individual tracts. Final sales prices will be adjusted on a per acre basis only if the final survey reveals a deviation of one-half acre or greater from what is advertised the day of the auction.
- Y. **Special Stipulations:** This agreement is subject to those special stipulations outlined in Exhibit "B"

PURCHASER:
(Company Name _____)

SELLER:

By: _____ Date

Signature 1 _____ Date

Its:

Signature 1 _____ Date

Purchaser's Address:

Signature 1 _____ Date

Street Address _____

City, State, Zip _____

Seller's Address:

Email _____

Street Address _____

Phone _____

City, State, Zip _____

Email _____

Phone _____

Auctioneer: SEVEN HILLS AUCTIONS, LLC

By: William C. Lee III _____ Date:

Its: Broker/Auctioneer, Managing Member

Exhibit "A"

All that tract or parcel of land together with improvements being identified as Tract(s) _____ on the preliminary survey titled "HWY 81 BURLEY & GARDNER TRACTS" as shown below. A full and complete copy of which has been provided to the Purchaser.

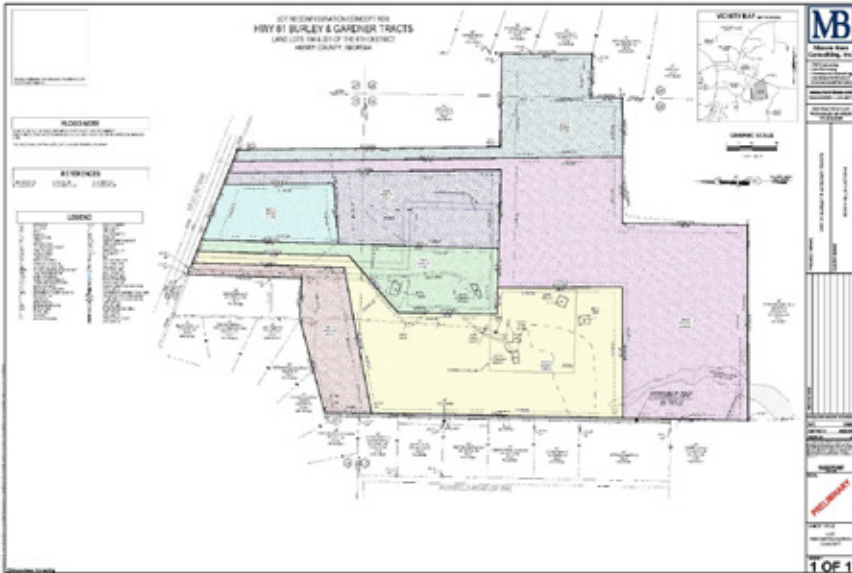


Exhibit "B"

Special Stipulations

SIMULTANEOUS CLOSING — ESCROW CONDITION PRECEDENT

The purchase and sale of the Tract as outline in Exhibit "A" constitutes one of seven (7) separate but interdependent transactions arising from the same auction event. Closing of all seven (7) tracts shall occur simultaneously, and each individual closing is expressly conditioned upon the concurrent closing of all remaining tracts. All closings shall be conducted in escrow, and no deed, document, or instrument executed in connection with any individual closing shall be recorded, released from escrow, or deemed effective until all seven (7) closings have been fully funded, all closing conditions have been satisfied, and the escrow agent has received written authorization to release and record all documents simultaneously. In the event that any one of the seven (7) tract closings fails to occur for any reason, the escrow agent shall hold all funds and documents pending resolution, and no individual closing shall be considered consummated unless and until all seven (7) closings are completed in accordance with this Agreement.

JOINT DRIVEWAY AGREEMENT — TRACTS 1, 2, AND 3

Tracts 1, 2, and 3 are each subject to an existing Joint Driveway Agreement recorded in the Henry County Clerk of Superior Court, Deed Book 12140, Page 298. Seller and Purchasers of Tracts 1, 2, and 3 agree to modify and execute a new Joint Driveway Agreement at closing, granting the Purchasers of Tracts 1, 2, and 3 reciprocal rights of ingress and egress over and through the existing driveway for a period of twelve (12) months from the date of closing. Said agreement shall be executed by all parties at closing and shall be recorded in the Henry County Clerk of Superior Court contemporaneously with the deeds conveying Tracts 1, 2, and 3.

POSSESSION — TRACT 3

Possession of Tract 3 shall be granted to Purchaser thirty (30) days after closing. During this thirty (30) day period, Seller shall remain in the property, maintain homeowner's insurance, and shall be responsible for the property's upkeep. Any personal property not removed by Seller within thirty (30) days of closing shall be deemed abandoned and may be disposed of by Purchaser.



AUCTION FORMAT: tractBID | Online Bidding Only

Bidders may elect to bid on individual tracts, create a combination of tracts, or bid on the property in its entirety.

BIDDING: Ends April 21st, Noon (EDT) at www.7Huctions.com

This auction is subject to an extended bidding period, please see terms for details.

AUCTION TERMS: 10% Buyer's Premium

Review full terms & conditions for this auction at www.7Huctions.com

BROKERS: Commission Available

Agents must submit a Broker Registration Form found at 7Huctions.com



BUDDY LEE, CAI
Seven Hills Auctions
Auction Advisor
229-873-4211



MIKE LOFTIN
Seven Hills Auctions
Auction Advisor
770-547-38888



KYLE GABLE
Gable Land Company
Selling in Association
404-867-3332



MEMBERS



**GABLE
LAND CO.**

**Seven Hills
AUCTIONS**

Seven Hills Auctions, LLC / William C. Lee III, Broker In Charge
Auction License: GA: AU-C003134, GA :AU-003505,
Real Estate License: GA-77326, GA-319468
Selling in Association with Gable Land Co.