

1303 4th Street SW  
P.O. Box 3428  
Moultrie, Georgia 31776

229-985-8388  
800-323-8388  
Fax: 229-890-9567



[www.rowellauctions.com](http://www.rowellauctions.com)

## CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia  
Colquitt County

Kendallwood Church Road  
Tract(s): \_\_\_\_\_

The undersigned Purchaser, \_\_\_\_\_ agrees to buy, and the undersigned Seller, agrees to sell with Rowell Auctions, Inc., a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property").

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

Purchaser has paid to Rowell Auctions, Inc., 1303 4<sup>th</sup> Street, SW, Moultrie, GA 31776, (229) 985-8388, Fax: ( 229) 890-9567, receipt of which is hereby acknowledged, **\$(15% of Contract Price)** certified funds, as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker accordingly.

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

this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases.

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

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

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

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

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

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

This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract. Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at Closing, and Closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing.

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

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

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

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

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

This agreement may be executed in counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of the agreement with original signatures if requested to do so by the other party.

This offer from the Purchaser remains binding and irrevocable through November 20, 2020 at 5:00 pm. If this offer is not accepted by the Seller by said date the earnest money deposit shall be returned and this offer shall be null and void.

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

**PURCHASER:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_

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

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

As its: \_\_\_\_\_

As its: \_\_\_\_\_

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

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

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

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

As its: \_\_\_\_\_

As its: \_\_\_\_\_

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

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

**BROKER:** Rowell Auctions, Inc.

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

As its: \_\_\_\_\_

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

## Exhibit "A"

A tract of land lying and being situated in Land Lot 378 in the 8<sup>th</sup> Land District of Colquitt County, Georgia and being described as tract(s) \_\_\_\_\_ containing \_\_\_\_\_ ± acres according to an engineer's sketch attached to this contract as Exhibit "A2." And being all or a portion of that tract of land being more particularly described as follows:

**Colquitt County**  
**Tax Parcel ID**  
**C031 034**

All one hundred two acres, more or less, in the southwest corner of Land Lot 378 in the 8<sup>th</sup> Land District of Colquitt County, Georgia, said land more fully described on a plat entitled "Map of Kendallwood Farms" recorded in the office of the clerk of superior Court of Colquitt County, Georgia, in Deed Book AA, page 641, and known as Lot 4 in the Subdivision of the above described land lot, bounded as follows: on the south and east by the original land lot lines and on the north and east by public roads. Said tract is the same tract conveyed to T. Ray Hendrick by Warranty Deed from Mary Gale Nedrick dated September 30, 1993 and recorded in Beed Book 488, Page 125, Colquitt County Records.

### **Less & Except:**

All that certain tract of land containing 5.03 acres, more or less, in Land Lot 378, in the 8<sup>th</sup> Land District of Colquitt County, Georgia. Said tract of land, being more particularly described according to a plat of survey prepared by Robert P. Jelley, Jr., Surveyor, in September, 1976, which plat, recorded in Plat Book 10, Page 36, Public Records of said Colquitt County, is by reference incorporated herein as a part of this description.

## Exhibit "B"

### 1. If property is sold divided:

A boundary survey will be made by Jerry Slocumb, Slocumb Surveying, LLC, 316 County Line Road, Hartsfield, Georgia 31756, phone: 229-891-8494, a land surveyor registered in the state of Georgia to perform a boundary survey of the property in accordance with the minimum technical requirements for the state of Georgia and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The surveyor will charge 36 cents per linear foot on all exterior lines and 18 cents per linear foot on all common lines between auction purchasers. The final sale price shall be determined by multiplying \$ \_\_\_\_\_/acre (contract price per acre) by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to actual survey. All survey expenses will be paid by the Purchaser. For this fee, the surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. As used herein, the term "surveyed acreage" means the total gross acreage of the property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roads) easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense.

**If both tracts sell together, the property will be conveyed from the existing legal description of record without new survey.**

2. This sale will be closed by Hamilton Garner, Whelchel & Carlton LLP, P.O Box 758, Moultrie, Georgia 31776, phone: 229.985.1590. The closing attorney will charge the purchaser a closing fee of \$500.00 per transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax/documentary stamps, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. With regard to bank wire fees for receiving or sending purchaser's earnest money deposits, the purchaser will be responsible for any bank fees associated with such.
3. This property is being conveyed by General Warranty Deed.
4. This contract excludes all irrigation equipment located on the property and additionally any other miscellaneous personal property located thereon.
5. Time being of the essence, this sale shall be closed on or before December 23, 2020.
6. The 2020 ad valorem taxes will be paid by the seller.
7. Possession of the property will be granted to the purchaser at closing subject to an existing crop lease through December 31, 2020 for all cultivated land.
8. This property is enrolled in the Conservation Use Valuation Assessment (CUVA) through December 31, 2027 as recorded in the Office of Clerk of Superior Court in Colquitt County, Georgia in Deed Book 1323 Page 0005.
  - A. The Purchaser shall assume the responsibility of Conservation Use Valuation Assessment (CUVA) in the following matter:
    - I. Provided that Purchaser is qualified and intends to continue to use the property in a qualified use, the Purchaser shall make a timely application to continue said program with the Colquitt County Tax Assessors Office and continue to own the property in a manner that complies with OCGA Section 48-5-7.4 until the covenant ends. Purchaser shall further indemnify the Seller for any penalties arising from a breach of the program which occurs at any time after the closing of the property.
    - II. In the event that the Purchaser elects to remove the Property from the Conservation Use Valuation Assessment (CUVA) or the Purchaser does not qualify for the Conservation Use Valuation Assessment (CUVA) the Purchaser shall pay the penalty for the breach at closing.

## Exhibit "C"

### AGENCY / TRANSACTION BROKER

This Exhibit sets forth the relationship of the Broker(s) to Purchaser and Seller for the purchase and sale of real property located at: 3138 Kendallwood Church Road, Colquitt County, Georgia with an Offer Date of November 17, 2020.

#### BROKERAGE AND AGENCY

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

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

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

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

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

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

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

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

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

#### Dual Agency Disclosure

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

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

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

#### Transaction Brokerage Disclosure

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

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

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

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

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