

PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF HALL

July 28, 2025
DATE

THIS AGREEMENT made and entered into by and between ROMAR Properties, LLC, a Georgia Limited Liability Company, William D. Blalock, an individual, and Robert M. Blalock, an individual (herein called "Seller") and the undersigned Purchaser, Hall County, Georgia, a political subdivision of the State of Georgia (herein called "Purchaser"), Candler Real Estate Group, LLC, a Georgia Limited Liability Company (herein called "Broker"), and ERA Sunrise Realty, a Georgia Limited Liability Company (herein called "Co-Broker"),

In consideration of the agreements herein contained, the parties hereto agree as follows:

A. PURCHASE AND SALE:

Seller agrees to sell and convey, and Purchaser agrees to purchase and take title to, that certain parcel of real estate lying and being located in Land Lot(s) 15 of the 8th District, Section of Hall County, Georgia, and being known as 2829 Browns Bridge Road & 2802 Florence Drive, Gainesville, GA 30504, Tax Parcel: 08015-005032 & 08015-005034 as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, including all improvements now located thereon, including all electrical, mechanical, plumbing and other systems and all fixtures (exclusive of trade fixtures), trees and shrubbery attached and appertaining thereto (collectively called "Property").

B. PURCHASE PRICE AND METHOD OF PAYMENT:

The "Purchase Price" of Property shall be \$3,000,000.00. At closing, the Purchasing Price shall be paid to Seller as set forth in the Addendum attached hereto as Exhibit "B" and by this reference made a part hereof.

C. EARNEST MONEY:

Purchaser has paid to Broker \$50,000.00 by check ("Earnest Money Deposit"), which check shall be (check applicable box) ☒ held uncashed by Broker until Seller's acceptance of this offer, at which time it shall be deposited in Broker's trust or escrow account, or ☐ promptly deposited in Broker's trust or escrow account. All checks representing deposits for which Broker acknowledges receipt shall be subject to clearance. Broker shall hold the Earnest Money Deposit in an escrow account, pending consummation of this transaction, but may commingle same with other monies in a general escrow or trust account in its name, and is authorized, at closing, to retain such portion of said Earnest Money Deposit equal to the commission due it, and to deliver the balance of such sums, if any, to Seller. Purchaser and Seller understand and agree that due to the large number of clients and the resulting aggregate cash balances in Broker's trust or escrow account. Broker will receive direct benefits, which shall be deemed part of Broker's compensation, in addition to any other amount provided for in this Agreement. The entire Earnest Money Deposit is to be applied to the Purchase Price. In the event Broker shall be in doubt as to its duties or obligations with regard to said Earnest Money Deposit, Broker shall not be required to disburse same and may, at its option, continue to hold same until both Purchaser and Seller agree as to its disposition, or until final judgment is entered by a court of competent jurisdiction directing its disposition, or Broker may place said Earnest Money Deposit in the registry of a court of competent jurisdiction and file an action in interpleader, in which case Broker shall thereupon be released of all liability for holding said Earnest Money Deposit. Purchaser and Seller shall pay all costs and legal fees of Broker in connection with such action in interpleader or in connection with any action instituted by either Purchaser or Seller related to said Earnest Money Deposit. Except for willful breach of the terms of this contract or gross negligence, Broker shall not be liable to any person whomsoever for mis delivery or other error in the handling of the Earnest Money Deposit.

D. TITLE:

(a) **EXAMINATION:** Purchaser shall have a reasonable time after the Binding Agreement Date to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer evidenced by written notice to Seller, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. Buyer acknowledges that owner's title insurance may be purchased at closing, at Purchaser's expense.

(b) **WARRANTY:** Seller warrants that he presently has title to said Property. At the time of closing, Seller agrees to convey good and marketable title to said Property by limited warranty deed subject only to (1) zoning ordinances affecting said Property, (2) general utility, sewer, and drainage easements of record upon which the improvements do not encroach, (3) subdivision easements and restrictions of record, and (4) leases, other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in this Agreement, Purchaser agrees to assume Seller's responsibilities there under to the tenant and to the broker who negotiated such leases.

E. CLOSING DOCUMENTS:

Seller and Purchaser agree that such papers as may be reasonable and necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at closing.

F. PRORATIONS:

Ad valorem taxes, rentals, premiums on insurance acceptable to Purchaser, interest on encumbrances and operating expenses, if any, shall be prorated as to the date of delivery of the Limited Warranty Deed to Purchaser. Ad valorem taxes on Property for the calendar year of closing shall be prorated and accounted for between Seller and Purchaser at closing based on the latest millage rate and assessment available with the understanding that Purchaser assumes no liability for the payment of its prorated portion of the tax liability, as the Purchaser is exempt from ad valorem property taxes as a political subdivision of the State of Georgia. Should such proration be inaccurate based on the actual ad valorem bill when received, either party hereto may demand and shall be entitled to receive on demand, a payment from the other correcting such malapportionment. Seller shall be responsible for all assessments (special or otherwise) placed against Property prior to closing, and shall pay all transfer taxes, recording fees or similar charges imposed on the conveyance of Property by Seller; Purchaser shall, only to the extent required by law, pay any Georgia intangible taxes and recording fees for any mortgage, deed to secure debt or the like. In the event assessments are payable in installments. Purchaser shall take title subject to assessments not yet due and payable and shall deduct from the cash portion of the Purchase Price at closing the balance due for the payment in full of all installments of any such assessment.

G. CONDITION OF PROPERTY:

Seller warrants that at closing the improvements on Property will be in the same condition as they are on the date this Agreement is signed by Purchaser, natural wear and tear excepted. Until closing, Seller, at Seller's expense, shall maintain in full force and effect the same fire and extended coverage insurance carried by Seller on Property on the date of this Agreement. However, should Property be destroyed or substantially damaged before closing, then at the election of Purchaser: (i) this Agreement may be cancelled, or (ii) Purchaser may consummate this Agreement and receive such insurance proceeds as are paid on the claim of loss. This election must be exercised within ten (10) days after Seller provides Purchaser written notice of the amount of the insurance proceeds, if any, which Seller will receive on the claim of loss. If Purchaser has not been notified by Seller within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of closing, whichever first occurs, Purchaser may at its option cancel this Agreement.

H. BROKERAGE:

In negotiating this Agreement, Broker has rendered a valuable service for which reason Broker is made a party to enable Broker to enforce his commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission 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 Seller's covenants herein, then Seller shall pay the full commission to Broker immediately, and Broker, at the option of Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of Purchaser's covenants herein. Purchaser shall forthwith pay Broker the full commission immediately; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission and may pay the balance thereof to Seller as liquidated damages to Seller, if Seller claims balance of Seller's liquidated damages in full settlement of any claim for damages, whereupon Broker shall be released from any and all liability for return of the earnest money to Purchaser.

Commission to be paid in connection with this Agreement has been negotiated between Seller and Broker and shall be paid Six (6) % of the Purchase Price, split between Broker and Co-Broker, due and payable upon transfer of title (closing) or as otherwise provided herein.

Brokerage Relationships in this Transaction:

Selling Broker is:

X_Representing Buyer as a client

☐ Not representing Buyer (Buyer is a customer)

☐ Acting as a designated agent where _____ has been assigned to exclusively represent the Buyer.

Listing Broker is:

X Representing Seller as a client

☐ Not representing Seller (Seller is a customer)

☐ Acting as a designated agent where _____ has been assigned to exclusively represent the Seller

Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: _____

I. ENTIRE AGREEMENT:

(a) This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings and prior agreements between these parties with respect to Property are superseded hereby except as specifically set out herein. No representation, promise or inducement not included herein shall be binding upon any party hereto. The terms "Seller", "Purchaser", or "Broker" shall be construed in the plural and the appropriate gender will be read into all pronouns used herein to reference any of said parties whenever the sense of this Agreement so requires.

(b) This Agreement may not be changed orally, but only by an agreement in writing signed by Purchaser, Seller and Broker.

J. NOTICES:

Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (a) in person; (b) by overnight delivery service prepaid; (c) by email; or (d) by 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 Broker's Affiliated Licensee or receiving party. In the event that any notice, demand, information, or disclosure is required by the terms of this Agreement to be given by a party to "Broker", such Broker shall be deemed to be the Broker or Affiliated Licensee, if any, for the other party, and if none, then directly to the other party.

As to Purchaser:

Name: Hall County Government

Contact: Zach Propes

Address: 2875 Browns Bridge Road SW

City, State, Zip Code: Gainesville, Georgia 30501

Phone: 770-535-8270

Email: zpropes@hallcounty.gov

As to Seller:

Name: ROMAR Properties, LLC, William Blalock & Robert Blalock

Contact: Robert Blalock

Address: 2829 Browns Bridge Road

City, State, Zip Code: Gainesville, Ga 30504

Phone:

Email:

As to Broker:

Name:	Candler Real Estate, LLC
Contact:	Brian Hughs
Address:	135 Maple Street, NW
City, State, Zip Code:	Gainesville, Georgia 30501
Phone:	770-988-6383
GA RE Lic. No.	334858

As to Co-Broker:

Name:	ERA Sunshine Realty
Contact:	Bryan Roach
Address:	157 Reinhardt College Parkway, Suite 500
City, State, Zip Code:	Canton, Georgia 30114
Phone:	404-425-2578
GA RE Lic. No.:	305545

In the event no address for purpose of notice is specified with respect to a particular party as required by this Paragraph, any other party may direct notices to such party at any business or residence address known to such party. Any such notice to an unspecified address shall be effective when delivered personally, or with respect to mailed notices, upon actual receipt by the party to whom such notice is directed, as shown on the Return Receipt, therefore.

K. BINDING EFFECT ASSIGNMENT:

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns and the legal representatives of their estates, as the case may apply.

L. CLOSING:

The term "closing" or words of similar import as used in this Agreement shall mean the consummation of the sale of Property. The sale shall be deemed consummated by Purchaser's acceptance of Seller's Warranty Deed to Property. The term "closing" shall, in addition, be construed to mean the originally fixed time and closing date specified herein or any adjourned time and date provided herein or agreed to in writing by the parties.

M. TIME:

Time is of the essence of this Agreement.

N. ADDITIONAL ITEMS:

1. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and, notwithstanding anything to the contrary provided herein. Purchaser and Seller shall be entitled to exercise any and all of their respective rights and remedies there under in the event of default by the other party hereunder.
2. All agreements herein, which must, by implication or necessity, survive the closing, shall be deemed to so survive as the sense of this Agreement requires.
3. Seller shall, and does hereby expressly consent and agree to the assignment by Purchaser of Purchaser's rights hereunder to any person, firm, partnership or corporation (including a corporation to be formed hereafter) provided such assignee shall assume all of the obligations of Purchaser hereunder. If such assignment is made, then the sale contemplated by this Agreement shall be consummated in the name of any such assignee, and, after any such assignment. Seller shall look solely to such assignee for the performance and discharge of all the obligations and liabilities of Purchaser hereunder. Purchaser in such event being relieved of all obligation and liability hereunder.
4. Seller warrants and represents that Property shall be in the same condition on the date of closing, as on the date of this Agreement, natural wear and tear excepted, and Seller expressly agrees not to remove any buildings or improvements from Property or to cut timber or pulpwood on Property prior to closing.
5. If this Agreement is recorded and Purchaser does not acquire title within the time limits for closing (excepting for Seller's default) then promptly thereafter Purchaser shall execute a quitclaim deed in favor of Seller divesting itself of any further rights to Property.

6. Seller and Purchaser hereby agree, only to the extent permitted by law, to indemnify, defend and hold each other and Broker harmless from and against any and all costs, damages and expenses, including reasonable attorney's fees, resulting, directly or indirectly, from any such claim arising out of the actions of or contract with Seller or Purchaser, as the case may be. This representation, warranty and indemnity shall to the extent permitted by law survive the rescission, cancellation, termination or consummation of this Agreement.
7. Item 7 has been intentionally deleted.
8. The Addendum attached to this Agreement as Exhibit "B" shall control in the event of any conflict with the foregoing terms of this Agreement.
9. Real Estate taxes on said Property shall be prorated as of the date of closing.
10. Seller shall pay State of Georgia property transfer tax.
11. Sale shall be closed on or before See Attached Exhibit "B". Possession granted by December 31, 2025 with a rent fee of \$1.00 until December 31, 2025. Purchaser's attorney's fees and other Purchaser closing costs shall be paid by Purchaser.
12. Cost of survey to be paid by Purchaser
13. Seller shall be responsible for all assessments (special or otherwise) placed against property prior to closing, irrespective of when payable.
14. This Contract shall survive the closing, execution and delivery of the Warranty Deed. (Closing attorney is hereby directed to transfer this paragraph to the closing statement.)
15. In the event either Purchaser or Seller fails to insert the acceptance date on this contract, both parties are to authorize Broker to insert said date in contract.
16. Electronic Signatures: 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 this agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

0. DISCLAIMER:

(a) **INDEPENDENT EXPERT ADVICE.** Seller and Purchaser acknowledge that they have not relied upon the advice or representations of Broker or Broker's Affiliated Licensees, including but not limited to: legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership to amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition enumerated in the "Inspection of Property" paragraph above or any other condition or circumstance which may adversely affect the Property. Seller and Buyer acknowledge that if such, or similar matters have been of concern to them, they have sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property unless provision is otherwise made in writing.

(b) **PROPERTY CONDITIONS.** Seller and Purchaser acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake the cleanup of such substances. Purchaser and Seller acknowledge that: Brokers have no expertise with respect to toxic wastes, hazardous substances or undesirable substances; such substances can be extremely costly to correct and remove; Brokers have made no investigations or representations with respect to such substances; and Brokers shall have no liability to Seller or Purchaser regarding the presence of said substances on the Property. Seller and Purchaser release Broker and Broker's Affiliated Licensees from any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.

P. INSTRUCTIONS TO CLOSING ATTORNEY:

Closing Attorney is instructed to: (a) transfer "Survival of Agreement" paragraph to the closing statement; (b) 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; (c) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction and comply with any other reporting requirements related thereto.

Q. EXHIBITS AND ADDENDA:

In the event Personal Property shall remain with the property, the same shall be set out in a Bill of Sale attached hereto and made a part of this Agreement by reference thereto. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

Exhibit "A", Exhibit "B"

SPECIAL STIPULATIONS:

The following stipulations, if conflicting with any preceding paragraph, shall control:

[X] Special Stipulations (Exhibit "B") Continued and made a part hereof.

TIME LIMIT OF OFFER

This instrument shall be open for acceptance until 5 O'clock P M, on the 30th day of July, 2025

ACCEPTANCE DATE

The date proposition is hereby accepted, 5 O'clock p M, on the 6 day of August, 2025

BINDING AGREEMENT

This instrument shall become a binding Agreement when written acceptance thereof or a facsimile (FAX) transmission of the acceptance instrument is actually received by Broker, Broker's Affiliated Licensees, or Offeror. Upon receipt of acceptance, the other party, Broker or Brokers' Affiliated Licensee shall be notified immediately.

SELLING BROKER:

Candler Real Estate Group
GA Broker Lic. No.H-80245

By: Brian Hughs 8/6/2025
Broker or Broker's Affiliated Licensee

Brian Hughs, CCIM, Principal/Associate Broker
Print or Type Name
Agent's GA RE License # 334858
Business Phone: 770-988-6383
Email: brian@candler.com

LISTING BROKER:

Era Sunshine Realty
GA Broker Lic. No.

By: Bryan Roach 08-06-2025
Broker or Broker Affiliated Licensee

Bryan Roach
Print or Type Name
Agent's GA RE License #305545
Business Phone: 770-720-1515
Email: bryan@roachproperties.com

APPROVED AS TO FORM

Justin R. Lawhon
Justin R. Lawhon,
Senior Assistant County Attorney

PURCHASER:

By: David Gibbs
Purchaser's Signature
David Gibbs, Hall County Commission Chairman
Print or Type Name
8-1-2025
Date

SELLER:

Romar Properties, LLC

By: Robert Blalock
Seller's Signature

Robert Blalock
Print or Type Name
08-06-2025
Date

SELLER:

William D. Blalock

By: William D Blalock
Seller's Signature

William D. Blalock
Print or Type Name
08-06-2025
Date

SELLER:

Robert M. Blalock

By: Robert M Blalock
Seller's Signature

Robert M. Blalock
Print or Type Name
08-06-2025
Date

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT ONE: All that tract or parcel of land lying and being in Land Lot 15 of the 8th District, of Hall County, Georgia, located at the southwestern intersection of Browns Bridge Road and Florence Drive, containing 1.25 acres, being more particularly described on a plat prepared for William E. Loosier by Henry Grady Jarrard, Registered Surveyor, dated March 8, 1994, recorded on Plat Slide 336, page 205-B, Hall County, Georgia Records; said plat of survey being incorporated herein by reference thereto for a more complete description of the property herein conveyed.

TRACT TWO: All that tract or parcel of land lying and being in Land Lot 15 of the 8th District, of Hall County, Georgia, containing 0.36 acres, more or less, as more particularly described on a plat prepared for William E. Loosier by Henry Grady Jarrard, Registered Surveyor, dated June 8, 1995, recorded on Plat Slide 443, page 16-B, Hall County, Georgia Records; said plat of survey being incorporated herein by reference thereto for a more complete description of the property herein conveyed.

Also included is a perpetual ten (10) foot easement for a sanitary sewer line which runs from the southerly boundary line South 65 degrees 41 minutes 14 seconds West into and across other property of, now or formerly Scoggs, to a manhole. Said easement is more fully shown on the above referenced to Jarrard survey.

EXHIBIT "B"
(Special Stipulations)

1. Notwithstanding any other provisions of this Agreement, Purchaser shall have twenty (20) days from the Acceptance Date (the "Inspection Period") to evaluate the feasibility of its purchase of the Property. Seller authorizes Purchaser and its engineer and/or other experts, at Purchaser's expense, to go upon the Property, at any reasonable time for the purpose of making inspections. Such inspections shall be performed to cause no damage to the Property or improvements thereon, and Purchaser shall repair any damage to the Property or improvements caused by Purchaser's or its agent's entry. Purchaser agrees, only to the extent permitted by law, to defend and hold Seller and the Property harmless from all claims and liabilities (including reasonable attorney's fees, costs and expenses) for personal injury, physical damage to any person or the Property, or mechanic's or materialmen's liens which may be asserted against the Property solely as a result of any such entry by Purchaser, its agents or designees. If Purchaser determines during the Inspection Period that the Property is not satisfactory (in Purchaser's sole judgment), the Purchaser shall void this Agreement by written notice to the Seller and all earnest money shall be refunded to the Purchaser.
2. Closing of said agreement should take place on or before ten (10) days following completion and removal of Inspection period shown and defined in paragraph 1 of Exhibit "B" above.
3. Purchase price shall be paid in all cash at closing.
4. Seller shall maintain occupancy in exchange for a rent fee of \$1.00 until December 31, 2025. Seller shall sign a Temporary Occupancy Agreement stating these terms.

EXHIBIT C
AERIAL

