

CITY OF LOCUST GROVE

REGULAR MEETING AGENDA

MONDAY JUNE 3, 2024 – 6:00 P.M.

PUBLIC SAFETY BUILDING – 3640 HIGHWAY 42 S.

LOCUST GROVE, GA 30248

CALL TO ORDERMayor Pro Tem Williams

INVOCATION Assistant City Manager Bert Foster

PLEDGE OF ALLEGIANCE Councilman Breedlove

APPROVAL OF THE AGENDA Mayor Pro Tem Williams (Motion Required)

PRESENTATION 1 Item

- Proclamation: In Honor of Lieutenant Todd Demuth

PUBLIC HEARING ITEMS None

APPROVAL OF THE MINUTES 3 Items

1. May 6, 2024, Regular Meeting Minutes (Motion Required)
2. May 6, 2024, Executive Meeting Minutes (Motion Required)
3. May 20, 2024, Workshop Meeting Minutes (Motion Required)

ACCEPTANCE OF THE FINANCIAL STATEMENT 2 Items

4. March 2024 – Financial Statement (Motion Required)
5. April 2024 - Financial Statement (Motion Required)

UNFINISHED BUSINESS/ACTION ITEMS 3 Items

6. Ordinance to rezone properties (GA SB 397, now Act 369) into the City of Locust Grove per the GA zoning procedures law (Motion Required)
7. Ordinance to approve a variance request to allow encroachment into the city’s buffer and impervious setback requirements for an 8,600 +/- square foot government office building (Motion Required)
8. Resolution to create a streetlight district in Oak Ridge Meadows, Phase I subdivision (Motion Required)

NEW BUSINESS/ACTION/DISCUSSION ITEM None

CITY MANAGER’S COMMENTS Tim Young

- 1st Quarter Budget amendments
- Property agreement for Piedmont Urgent Care
- Installment Sale Contract

PUBLIC COMMENTS Register with Clerk Before Meeting

COUNCIL COMMENTS Council

MAYOR’S COMMENTS Mayor Pro Tem Williams

EXECUTIVE SESSION – (IF NEEDED)

ADJOURN

POSTED AT CITY HALL –May 29, 2024, at 5:00

ADA Compliance: Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons. Public Comment may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS prior to the beginning of the meeting with the City Clerk.



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: A Resolution to create a streetlight district in the Oak Ridge Meadows, Phase 1, residential subdivision

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: NA

Budget Item: NA

Date Received: April 1, 2024

Workshop Date: April 15, 2024

Regular Meeting Date: June 3, 2024

Discussion:

Staff received an application to create a streetlight district in Oak Ridge Meadows, Phase 1, a residential subdivision.

- Number of Lots: 129
- Number of Lights: 28
- Type of Lights: Colonial LED
- Cost per Light: (10) \$11.75 and (18) \$9.75
- Cost per Month: \$293.00
- Cost per Year: \$3,516
- Administrative Cost: 15% of annual cost = \$527.40
- Pro Rata Cost per Lot: $\$3,516 + \$527.40 / 129 = \underline{\$31.34 \text{ per year}}$

Comments:

The City's Street Light Tax District Ordinance permits the Council to create streetlight districts by resolution. The City will pay the electricity usage fees on the lights each month then be reimbursed annually for these fees by way of an annual fees that is added to each property tax statement of the lots located within the streetlight district plus reimbursement for administrative costs.

Staff recommends approval of the Resolution to create a new streetlight district in Oak Ridge Meadows, Phase 1.

Recommendation:

**I MOVE TO (approve/deny/table) THE RESOLUTION TO
CREATE A STREETLIGHT DISTRICT IN OAK RIDGE
MEADOWS, PHASE 1 SUBDIVISION AND TO AUTHORIZE
THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE
THE NECESSARY DOCUMENTS TO APPROVE THE
REQUEST**

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A REQUEST TO CREATE A STREET LIGHT TAX DISTRICT IN OAK RIDGE MEADOWS, PHASE 1, IN ACCORDANCE WITH CHAPTER 3.10 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES; TO PROVIDE CONDITIONS FOR APPROVAL; TO IDENTIFY A PUBLIC PURPOSE; TO AUTHORIZE THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

W I T N E S S E T H :

WHEREAS, the City of Locust Grove, Georgia (“City”) adopted Article II, Chapter 3.10 (“Chapter”) entitled “Street Light Tax Districts”; and,

WHEREAS, the purpose of the Chapter is to provide the City with a procedure for the installation, maintenance and operation of street lights in certain public rights-of-way in the City of Locust Grove and for the promotion of health, safety, prosperity and general welfare of the citizens of Locust Grove; and,

WHEREAS, Eric Brown of D.R. Horton (“Owner”) submitted an *Application for Special Tax District – Street Lighting* and a *Petition for Special Tax District – Street Lighting* (“Application”) on March 6, 2024 attached as **Exhibit “A”**; and,

WHEREAS, the Application indicates support from one-hundred percent (100%) of the property owners in Oak Ridge Meadows, Phase 1, subdivision in accordance with the Chapter; and,

WHEREAS, the Owner submitted a copy of the Central Georgia Electric Membership Corporation Underground Wiring / Outdoor Lighting Agreement for Oak Ridge Meadows, Phase 1, subdivision (“Request”) outlining the costs, quantities, locations, terms and conditions associated with the Request attached as **Exhibit “B”**; and,

WHEREAS, the City agrees to pay the monthly streetlight fee of \$293.00 (\$3,516 annually) to Central Georgia EMC and to be reimbursed for such payments by way of assessments imposed upon all property owners within this subdivision in the amount of \$31.34 (includes a 15% administrative fee) per lot annually; and,

WHEREAS, the Mayor Pro Tem and City Council (“Council”) reviewed the Application and Request during a workshop meeting held on April 15, 2024; and,

WHEREAS, the Request was found to be generally consistent with the purpose and intent of the Chapter; and,

WHEREAS, the Council, in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare to the citizens of the City, have determined this request for the creation of a street light tax district to be in the best interests of the citizens of the City, that this Resolution be adopted.

**THEREFORE, IT IS NOW RESOLVED BY THE CITY OF LOCUST GROVE,
GEORGIA, AS FOLLOWS:**

1. **Finding.** That the Council hereby finds that the Application submitted by the Owner generally conforms to the requirements of Chapter 3.10 of City of Locust Grove Code.
2. **Public Purpose.** The Council finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
3. **Authority.** That the Council hereby authorizes the Mayor Pro Tem to execute the *Underground Wiring / Outdoor Lighting Agreement* for Oak Ridge Meadows, Phase 1, and any other documents necessary to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
4. **Severability.** To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All Council resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 3rd day of June 2024.

VINCENT WILLIAMS, MAYOR PRO TEM

ATTEST:

APPROVED AS TO FORM:

MISTY SPURLING, CITY CLERK

CITY ATTORNEY

(seal)

EXHIBIT "A"

*Application for Special Tax District – Street Lighting and
Petition for Special Tax District – Street Lighting*

Application For Special Tax District - Street Lighting

We, the undersigned, all being property owners of the City of Locust Grove Special Tax District for Street Lighting, being the Oak Ridge Meadows Ph. 1 (Subdivision) in Land Lot(s) 135, 136, and _____ of the 2nd Land District at LG Griffin Rd (road), do hereby petition the Mayor and City Council of the City of Locust Grove "City" for the placement of streetlights through our subdivision or street(s).

Each of us do hereby pledge and consent to levying of a lien by the City against property we own for the purpose of payment for the cost of maintenance and operation of the streetlights. There are 129 (number) lots currently existing in the Special Tax District Oak Ridge Meadows Ph. 1 (Subdivision), and each owner as shown on the tax records has affirmatively signed this petition or their indication for disapproval is noted herein. The petition represents 129 (number) affirmative votes, representing 100 % of this district to be affected in this request. Your signature on this petition indicates that you have read and fully understand all information contained with Chapter 3.10 of the Code of Ordinances of the City of Locust Grove.

Personally appeared before me, a Notary Public, the undersigned affiance, who says on oath that Eric Brown (name) is one of the subscribing witnesses to the within instrument; and, that each said witnesses saw the execution and delivery of the same by each grantor therein for the purpose set forth; and, that each of said witnesses signed the same as supported. Sworn to and subscribed to me, this 8th day of August, 2023.



SUBSCRIBING WITNESS

Cynthia Colleen Mussell
NOTARY PUBLIC



PLEASE INDICATE WHICH UTILITY COMPANY SERVICES YOUR PROPOSED STREET LIGHT DISTRICT:

- GEORGIA POWER CENTRAL GEORGIA OTHER _____
- NEW STREETLIGHT DISTRICT ADDING STREETLIGHTS TO EXISTING DISTRICT

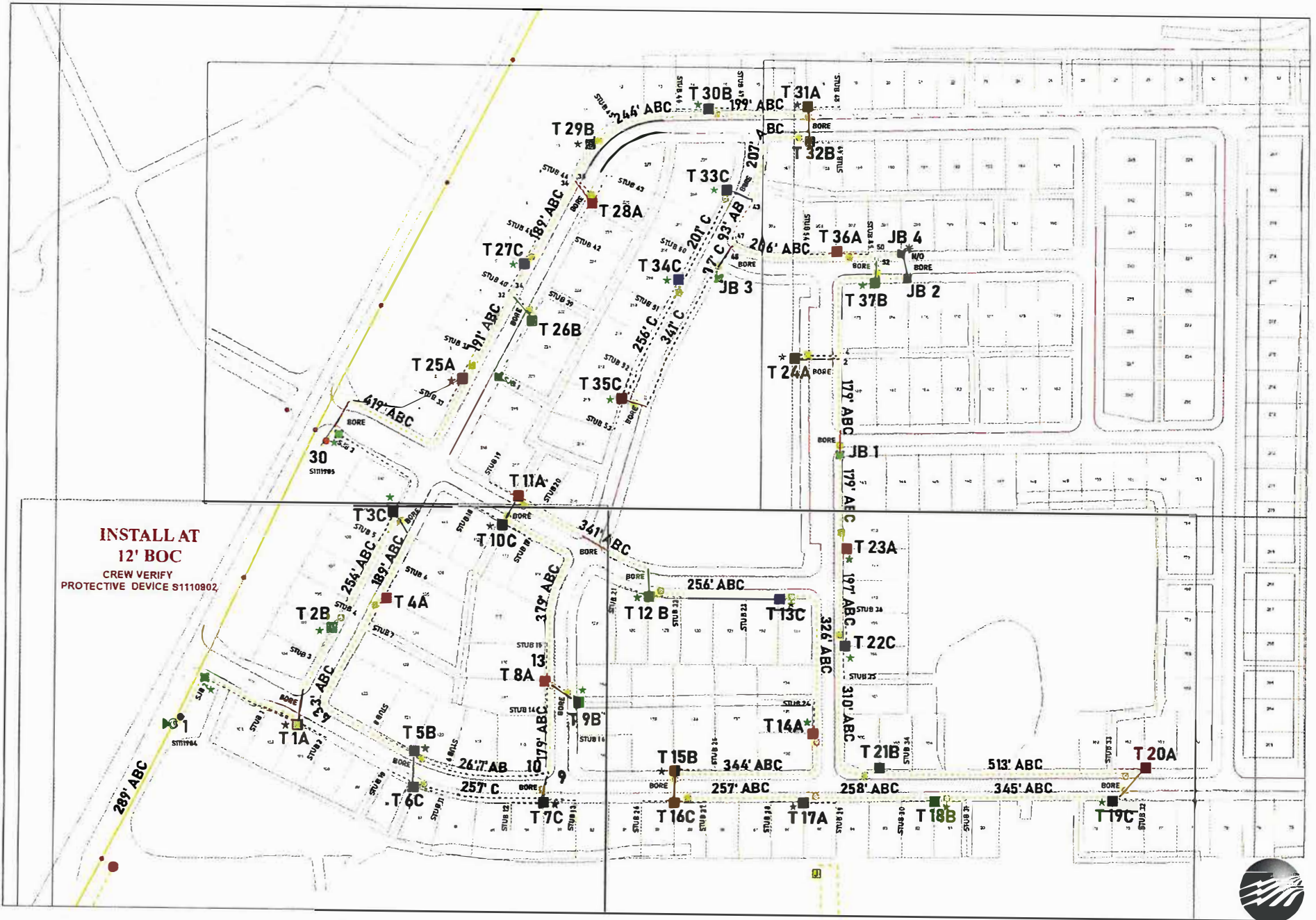
Petition For Special Tax District - Street Lighting

[Make additional copies, if necessary]

PROPERTY OWNERS	OWNERS' SIGNATURE	STREET ADDRESS	(Y)ES OR (N)O	WITNESS' SIGNATURE
D R Horton	<i>[Handwritten Signature]</i>	Parnassus Rd	Yes	<i>[Handwritten Signature]</i>
	<i>[Handwritten Signature]</i>	Cirsium Way	Yes	<i>[Handwritten Signature]</i>
	<i>[Handwritten Signature]</i>	Myrica Avenue	Yes	<i>[Handwritten Signature]</i>
	<i>[Handwritten Signature]</i>	Agrimonia Trail	Yes	<i>[Handwritten Signature]</i>
	<i>[Handwritten Signature]</i>	Fennel Rd	Yes	<i>[Handwritten Signature]</i>
	<i>[Handwritten Signature]</i>	Acacia Avenue	Yes	<i>[Handwritten Signature]</i>

EXHIBIT "B"

*Central Georgia Electric Membership Corporation
Underground Wiring / Outdoor Lighting Agreement*



CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION
923 SOUTH MULBERRY STREET
JACKSON, GEORGIA 30233

UNDERGROUND WIRING / OUTDOOR LIGHTING AGREEMENT

Name: LOCUST GROVE CITY OF Acct. No.: 12223- Loc. No.: 1111-11
(Print Name as Listed on Bill Card)

Address: Lights for Oak Ridge Meadows Phase 1

I (we) hereby apply for a lease of outdoor lighting equipment to Central Georgia EMC under the terms and conditions set forth below:

1. INFORMATION AND COST

Lights, Fixtures, and Poles:

Quantity	<u>10</u>	Rate	<u>12</u>	Class	<u>5</u>	Cost Per Month \$	<u>11.75</u>	each	Total Cost \$	<u>117.50</u>	per month	Description:	<u>COLONIAL LED</u>
Quantity	<u>18</u>	Rate	<u>13</u>	Class	<u>5</u>	Cost Per Month \$	<u>9.75</u>	each	Total Cost \$	<u>175.5</u>	per month	Description:	<u>DISCOUNTED COLONIAL LED</u>
Quantity	<u> </u>	Rate	<u> </u>	Class	<u> </u>	Cost Per Month \$	<u> </u>	each	Total Cost \$	<u> </u>	per month	Description:	<u> </u>
Quantity	<u> </u>	Rate	<u> </u>	Class	<u> </u>	Cost Per Month \$	<u> </u>	each	Total Cost \$	<u> </u>	per month	Description:	<u> </u>

TOTAL COST PER MONTH \$ 293.00

Total CIAC (Contribution in Aid of Construction) = \$ 0.00

3. The corporation reserves the right to increase or decrease rates of outdoor lighting without prior written notice to each individual lessee.
4. Fixtures served by underground wiring will be available at these rates when the underground cable is buried in the same trench with the underground distribution system and the excess trench required does not exceed thirty (30) feet per fixture for a small LED fixture or eighty (80) feet per fixture for a large LED fixture or post top LED fixture. A contribution in aid of construction shall be paid in advance for the footage in excess of the base allowance.
5. I (we) will perform all trenching, install duct furnished by the Corporation, backfill, and complete the paving to the mutual satisfaction of all parties concerned where underground wiring is desired and paving or other obstacles exist.
6. I (we) will pay in advance a contribution in aid of construction in the amount of the current installed cost of additional pole(s) if more than one pole must be installed. The additional pole(s) will remain the property of the Corporation.
7. All lighting equipment, wiring, etc. will be furnished by the Corporation.
8. The Corporation will perform ordinary maintenance of light and equipment which will be done during normally scheduled working hours. Current overtime fee per service call shall be paid to the serviceperson making the repairs when requested at any time other than the normal working hours.
9. I (we) will pay for replacement of any equipment damaged or destroyed by vehicle collision or vandalism.
10. I (we) will pay the lease for the light(s) at the rates above according to current billing procedures. The Corporation may discontinue service without further notice if the bill is not paid.
11. The corporation shall use reasonable care to maintain constant service but shall not be liable for interruption through acts of God, strikes, labor troubles, or any other causes beyond the control of the Corporation.
12. I (we) will pay a Membership or Additional Service fee and be bound by the provisions of the Articles of Incorporation, Bylaws, and rules of the Corporation that may be adopted from time to time.

13. This agreement shall become effective on the date of service is first delivered and shall remain in effect for 5 years and thereafter until terminated by either party's giving three month notice.

14. This agreement shall be binding upon the successors, legal representative, and assigns of the respective parties hereto.

15. The Corporation reserves the right to shield the light or relocate the pole and light if objected by the adjacent landowners.

16. I (we) will grant, bargain, sell, and convey unto the Corporation, its successors, and assign an easement and right-of-way for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing its facilities. The Corporation shall have the right to egress to and egress from the easement over the lands of the lessee adjacent to the easement and lying between public and private roads and easements.

Signature: _____

Print Name: _____

Title: _____

Date: _____



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet / Discussion - Pending

Item: Purchase and Sale Agreement (Installment Sale)

Action Item: Yes No (Pending Review)

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: N/A

Date Received: May 30, 2024

Workshop Date: May 20, 2024

Regular Meeting Date: June 3, 2024

Discussion:

Attached is the signed copy of the Installment Sale “Purchase and Sale Agreement” between the City and Warren Holder for certain properties which begins a new direction of the City and its Downtown Development / Main Street program in the redevelopment and creation of a new “Downtown Development Locust Grove” over the next decade and beyond.

Mr. Holder has agreed to the terms, and the agreement is still undergoing final legal review prior to official action to be taken either Monday or at another date.

Recommendation:

Pending final approval by Legal, recommend Approval. Update: Legal Review has been completed and approved. Resolution is attached as part of the motion to Approve (6/3/2024).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO PURCHASE PROPERTY IDENTIFIED BY TAX PARCEL IDENTIFICATION NUMBERS L01-01016000, L01-01017000, L02-01001000, L02-01003001, AND L01-01014000 BY ENTERING INTO A PURCHASE AND SALE AGREEMENT WITH WARREN E. HOLDER; TO AUTHORIZE THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE AND DELIVER ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, the City desires to purchase property identified by tax parcel identification numbers L01-01016000, L01-01017000, L02-01001000, L02-01003001, and L01-01014000 by entering into a purchase and sale agreement with Warren E. Holder which is attached as **Exhibit “A”**; and

WHEREAS, the Mayor Pro Tem and Council of the City of Locust Grove, in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the City, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the City; and

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE AS FOLLOWS:

1. **Authorization.** The City hereby enters into the purchase and sale agreement with Warren E. Holder (as attached hereto and incorporated herein as **Exhibit “A”**).
2. **Documents.** The Mayor Pro Tem is authorized to execute any and all documents which may be necessary to effectuate the purchase and sale agreement and this resolution, subject to approval as to form by the City Attorney.
2. **Recordation/Attestation.** The City Clerk is hereby directed to record this Resolution, declaration, and certification in the official minutes of the City.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall take effect immediately.

RESOLVED this _____ day of _____, 2024.

CITY OF LOCUST GROVE, GEORGIA

Vincent Williams, Mayor Pro Tem

ATTEST:

Misty Spurling, City Clerk

EXHIBIT “A”



MARK BRITTAIN, P.C.
ATTORNEY & COUNSELOR AT LAW

May 29, 2024

Tim Young, City Manager
City of Locust Grove
3644 Highway 42
Locust Grove, Georgia 30248

RE: Proposed Purchase and Sale Agreement between Warren E. Holder and City of Locust Grove, Georgia regarding property located in the City of Locust Grove identified by Tax Map ID Nos. L01-01016000, L01-01017000, L02-01001000, L02-01003001 and L01-01014000.

Dear Tim:

Enclosed please find the proposed Purchase and Sale Agreement referenced above as originally executed by Warren Holder. I am delivering the original to you in order for you to present to the Locust Grove City Council as an offer for sale at the next Council meeting.

This agreement has been prepared and negotiated by Andy Welch on behalf of the City and myself on behalf of Mr. Holder.

If the Council approves the agreement, please have the same executed as an original and circulate copies to the parties.

Best personal regards,

J. Mark Brittain

JMB/rt
Enclosures

cc: Andrew J. Welch, III, Esquire

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter referred to as “Agreement”) made this the _____ day of _____, 2024, by and between **WARREN E. HOLDER** (hereinafter referred to as “Seller”) and **CITY OF LOCUST GROVE, GEORGIA** (“Purchaser”).

WITNESSETH:

WHEREAS, Seller is the owner of certain tracts or parcels of land with such improvements thereon located in the City of Locust Grove, Henry County, Georgia, being identified as tax parcel numbers L01-01016000, L01-01017000, L02-01001000, L02-01003001 and L01-01014000 which are further described in Exhibit “A” attached hereto and incorporated herein (the Premises); and

WHEREAS, Seller is desirous of selling to Purchaser, and Purchaser is desirous of purchasing from Seller, the Premises upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. PURCHASE OF THE PREMISES. Seller hereby agrees to sell, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to the Premises, except that Seller reserves the right to retain all future income generated by the Premises for a period of ten (10) years subsequent to Closing as provided herein.

II. THE PURCHASE PRICE. Purchaser agrees to pay to Seller for the purchase of the Premises the sum of FOUR MILLION SIX HUNDRED THIRTY THOUSAND and 00/100 DOLLARS (\$4,630,000.00), which shall be payable as follows:

(A) Earnest Money Deposit. Purchaser shall pay Seller a non-refundable amount of FORTY-SIX THOUSAND THIRTY and 00/100 DOLLARS (\$46,030.00) as Earnest Money Deposit which shall be applicable to the Purchase Price at Closing. By signing this Agreement, Seller further acknowledges receipt of said \$46,030.00.

(B) Monthly Payments. The remaining balance of the Purchase Price of \$4,583,970.00 shall be represented by a Promissory Note from Purchaser to Seller providing monthly payments of \$27,777.96 (“Monthly Payments”) payable to Seller at 2119 LEGUIN MILL ROAD, LOCUST GROVE, GEORGIA 30248, or such other place as Seller may from time to time designate by notice in writing, beginning on the 30th day subsequent to Closing, and continuing thereafter through the 120th month. Said payments are due on the first (1st) day of each month. The Monthly Payments shall be based on a twenty (20) year amortization schedule at four percent (4%) interest. Should any payment not be received by the 15th day of each month, Purchaser shall pay a \$150.00 late fee. The Promissory Note shall be secured with the

Premises with a standard form Deed to Secure Debt from Purchaser to Seller and recorded in the deed records of Henry County, Georgia at Closing.

(C) Balloon Payment. If not otherwise paid sooner, the remaining balance on the Promissory Note shall become due and payable in one balloon payment on the 120th month subsequent to the date of Closing.

III. POSSESSION OF PREMISES. Subsequent to Closing, Seller shall remain in possession of the Premises and be entitled to all income produced by the Premises until the earlier of the below described dates (“Possession Period”):

(A) First and Second Possession Dates. The First Possession Period shall be five (5) years and shall begin on the actual date of Closing and end five (5) years from the actual closing date. The Second Possession Period shall begin the day after the end of First Possession Period and end five (5) years from the day the Second Possession period begins. At least sixty (60) days prior to the conclusion of the First Possession Period or prior to December 31st of each year thereafter during the Second Possession Period, the Purchaser may provide notice to the Seller that the Purchaser wishes to terminate Seller’s possession rights pursuant to this Agreement and within sixty (60) days of providing such notice, Purchaser shall make full and final payment of all principal and interest owed up to the date of payment on the balance of the Promissory Note for the Purchase Price along with an additional sum to be paid in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) per calendar year for all remaining unexpired years of the Second Possession Period. Seller agrees and warrants that his leases shall include language to notify the tenants that their leases may be terminated by action of Purchaser as provided in this paragraph without any recourse against Landlord, Seller’s estate, Purchaser or any third-party beneficiary, and that tenants shall not hold over, but shall vacate the premises, and tenants shall release Landlord, Seller, Seller’s estate, Purchaser, or any third-party beneficiary from any and all liability related to tenants’ lease and use of the Premises. During the Seller’s possession periods, the Seller shall have the right to continue renting the Premises to tenants and collecting the rent when due with Purchaser having no claim thereto. Purchaser shall pay all property taxes which may become due and payable during the possession periods. Seller shall not enter or extend any lease beyond the conclusion of each possession period. Seller and tenants are required to maintain the Premises during the possession periods and maintain real property and liability insurance on the Premises of not less than \$500,000.00 per event and \$1,000,000.00 in the aggregate naming Purchaser as a beneficiary of the policy. Upon the end of the Second Possession Period, the Purchaser shall render the full and final payment without penalty to the Seller in the amount of the remaining principal owed.

(B) Upon Death. The Seller agrees that his leases will include or be amended to include a provision that upon his death such leases automatically terminate within thirty (30) days of the notice described in this paragraph, and the tenants shall (i) not hold over, (i) shall vacate the premises, and (iii) shall release Landlord, Seller’s estate, Purchaser or any third-party beneficiary from any and all liability related to tenants’ lease and use of the Premises. Upon the death of Seller, the Purchaser may, in its sole discretion and with ninety (90) days advance notice to the estate, or probate court if there is no testamentary estate, pay the principal owed without

penalty to Seller's estate or deposit with the probate court if there is no testamentary estate. Payment is conditioned on confirmation that all tenants have vacated the Premises without any liens or holdovers on the Premises, but this condition may be waived by the Purchaser at the Purchaser's sole discretion.

IV. DEFAULT. If either party should fail for a period of thirty (30) days to comply with any of the covenants made in this Agreement, then the non-defaulting party shall provide written notice of such default, and the defaulting party shall have ninety (90) days to cure. If the defaulting party fails to cure, the non-defaulting party may demand any specific performance and, if applicable, full and final payment and possession of the premises. Upon completion of such specific performance, if the Seller, or any other person or persons, shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove themselves therefrom, and failing to do so may be treated as tenants holding over unlawfully, and accordingly may be ousted and removed as such provided by law.

V. WARRANTY OF SELLER. Purchaser acknowledges that the improvements located on the Premises are well over fifty (50) years old and are likely not in full compliance with all current federal, state and local building codes, as such codes, with the passage of time, have become updated, more strict, comprehensive and detailed. However, Seller makes the following representations and warranties to the best of his knowledge realizing that he does not have specific knowledge of all applicable current updated codes and that he has not had the improvements inspected for any violations of the American Disability Act, environmental statutes and other applicable laws. Therefore, Seller represents and warrants to the best of his knowledge:

(A) The Premises, including all buildings, structures and improvements, to the best of Seller's knowledge, are and will remain in substantial compliance with all requirements of the laws, statutes, rules, codes, ordinances, and regulations of the Federal, State, County, Municipal, or other governmental division having jurisdiction thereof;

(B) Seller has no knowledge of and will not cause any zoning or building violations or any action, suit, or proceeding pending or threatened against or affecting the Premises or any portion thereof in any court or before or by any Federal, State, County or Municipal department, commission board, bureau, or agency or other governmental instrumentality;

(C) Seller is the record owner of the Premises and Seller has the legal right, power and authority to enter into this Agreement and perform all its obligations hereunder;

(D) Seller agrees to indemnify and hold Purchaser harmless in respect to any liens against the Premises or costs to remove hold over tenants;

(E) To the best of Seller's knowledge, there are no material defects with regard to any of the structural components of the structure on the Premises and shall remain free of such defects until the end of the Possession Period, and to the best of Seller's knowledge, the roof and exterior walls are free of leaks, and the electrical, mechanical, plumbing, and heating, ventilation, and air conditioning systems, if any, are in good working order and shall remain in good working order until the end of the Possession Period;

(F) Seller has not received any notices from any insurance company of any defects or inadequacies in the Premises or any part thereof which would materially and adversely affect the insurability of the Premises.

(G) To the best of Seller's knowledge, any improvements on the Premises and the use of the Premises and all parts thereof as aforesaid do not violate any restrictive covenants, if any, affecting the Premises; to Seller's best knowledge, there is no such law, ordinance, order, regulation, or requirement now in existence or under active consideration by any government agency or legislative body which would require the owner of the Premises to make any expenditure to modify or improve the Premises in order to bring it into compliance therewith;

(H) To the best of Seller's knowledge, the Premises are and shall remain in substantial compliance with all local, State and Federal environmental protection laws, regulations and rules.

With respect to each representation and warranty made by Seller under this Agreement, Seller has made no independent investigation and bases its warranty solely upon those facts within its knowledge as of the date of execution hereof.

VI. CLOSING ON PREMISES. The Closing of legal title shall occur on or before February 3, 2025, at the offices of Smith, Welch, Webb & White, LLC, located at 2200 Keys Ferry Court, McDonough, Georgia 30253, and shall be subject to the following terms.

(A) Warranty of Title at Closing. Seller warrants that he presently has title to the Premises, and at the time of Closing and six months prior to the end of the Possession Period, Seller agrees to convey good and marketable fee simple title to the Premises to Purchaser by a Limited Warranty Deed subject only to (1) zoning ordinances affecting the Premises, (2) covenants and easements of record affecting the Premises, (3) general utility easements of record serving the Premises, and (4) the standard printed exceptions set forth in any Title Policy, along with any other title exceptions discovered and approved by Purchaser.

(B) Title Examination. Purchaser shall perform a title examination prior to Closing and shall furnish Seller with a written statement of objections affecting the marketability of the title. Seller shall have ten (10) days after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy the valid objections within said time, then, at the option of the Purchaser, evidenced by written notice to Seller, Purchaser can terminate the Closing or accept the Premises "as-is."

Additionally, it is understood and agreed that the title furnished by the Seller shall be good and marketable. Marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia. It is also agreed that any defect in the title which comes within the scope of any of the Title Standards shall not constitute a valid objection on the part of the Purchaser provided the Seller furnishes the affidavits or other title papers, if any, required in the applicable Standard to cure any defect.

(C) Inspection. Purchaser, its agents, or representatives, at Purchaser's expense and at all times before the Closing, shall have the right to enter upon the Premises for the purpose of inspecting, examining, boring, digging, test holes, testing, and surveying the Premises and satisfying itself with respect to environmental matters, compliance with all current applicable Federal, State and local codes and the availability of utilities to serve the Premises. If for any reason in Purchaser's sole discretion the Premise does not meet the needs of Purchaser or does not comply with applicable environmental law or regulations, or other federal, state or local codes, then Purchaser shall give Seller notice of its exercise of either option: (i) cancel this Agreement and receive from Seller within thirty (30) days of said notice the Earnest Money; or (ii) renegotiate the terms of this Agreement to the satisfaction of both Parties. If option (ii) is selected then the parties shall have sixty (60) days to renegotiate; and if no agreement is reached, Purchaser may waive its objection and proceed to Closing or exercise option (i).

VII. DESTRUCTION OF PREMISES. If all or part of the Premises are destroyed or damaged by fire or other casualty prior to the Closing, Purchaser shall have the option to either (1) continue under the terms of this Agreement, but in such event the proceeds of any insurance coverage plus any deductible, shall be paid to Purchaser; or (2) the Agreement may be canceled. If option (2) is exercised by Purchaser, all parties shall be released under the terms of this Agreement. If all or part of the Premises are destroyed or damaged by fire or other casualty prior to the end of the Possession Period, Purchaser shall be entitled to the proceeds of any insurance coverage plus any deductible from Seller.

Purchaser will exercise either option (1) or (2) above within fifteen (15) days of receipt of notice of such damage by written notice to Seller. Failure to so exercise such option shall be deemed to be an election of option (1). Seller agrees to pay all transfer taxes imposed or levied upon this transaction.

VIII. BROKER. The Premises is not currently listed with any Real Estate Broker/ Agent and no commission is due. Seller hereby indemnifies and holds Purchaser harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Purchaser shall ever suffer or incur because of any claim by any broker, agent, or salesperson, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Premises contemplated by, or arising out of any acts or agreements of Seller. Purchaser represents to Seller that Purchaser has not discussed this Agreement or the subject matter thereof with any other real estate broker, agent, or salesperson so as to create any legal right in any such broker, agent, or salesperson to claim a real estate commission, finder's fee, or similar compensation

from Seller with respect to the sale and/or conveyance of the Premises contemplated in this Agreement. Purchaser hereby indemnifies and holds Seller harmless from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees and costs of litigation, that Seller shall ever suffer or incur because of any claim by any broker, agent, or sales person, whether or not meritorious, for any fee, commission, or other compensation with regard to this Agreement, or the sale and purchase of the Premises contemplated hereby, or arising out of any acts or agreements of Purchaser.

IX. SURVIVAL OF TERMS. Sections II, III, IV, V, VI(C), VII, IX, X, XIII and XIV shall survive the closing of the Agreement. All provisions surviving Closing shall terminate on the 120th month following Closing.

X. RESPONSIBILITY TO COOPERATE. Seller and Purchaser agree that any papers that are necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by the parties at such times as required to fulfill the terms and conditions of this Agreement.

XI. ASSIGNMENT. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns. The interest of the Purchaser in this Agreement may be transferred or assigned without the written consent of Seller. Seller, however, shall not transfer or assign his interest in this Agreement without the consent of Purchaser.

XII. ACCEPTANCE DATE. This Agreement shall be deemed to be accepted upon the date the last of the parties hereto shall execute this Agreement ("Acceptance Date").

XIII. NOTICE. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, sent by overnight (e.g., Federal Express) or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, with postage prepaid. Notices may also be sent by electronic mail (with proof of transmission and receipt) between the hours of 9:00 a.m. and 6:00 p.m. local Eastern Standard time, Mondays through Fridays, holiday excepted, provided that a copy thereof is also sent by one of the other methods permitted hereunder. Notices shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt. Notices shall be sent to the following addresses:

If to Seller: Warren E. Holder
 2119 Leguin Mill Road
 Locust Grove, Georgia 30248
 Email: info@warrenholder.org,

with copy to: J. Mark Brittain, Esquire
Mark Brittain, P.C.
245 Country Club Drive, Suite 200H
Stockbridge, Georgia 30281
Email: mark@markbrittain.com; and

if to Purchaser: City of Locust Grove
City Manager
3644 Highway 42
Locust Grove, Georgia 30248
Email: tyoung@locustgrove-ga.gov,

with copy to: Andrew J. (Andy) Welch, III, Esquire
Smith Welch Webb & White
2200 Keys Ferry Court
McDonough, Georgia 30253
Email: awelch@smithwelchlaw.com.

XIV. EMINENT DOMAIN. If all or any portion of the Premises is taken, or threatened to be taken, by eminent domain prior to the Closing, then either party can terminate this Agreement without liability if notice is given by the party terminating this Agreement within five days after such taking. If there is no notice, the Agreement shall continue without any reduction in the purchase price and all rights would be assigned to the Purchaser.

Also, in the event Purchaser shall give notice to Seller that the Premises contain any waste, matter, material, or substance which is toxic or which federal, local, or state authorities or agencies having jurisdiction over the Premises may require be removed, cleaned up, treated, controlled, contained, or otherwise remedied (which notice shall specify the waste, substance, matter, or material in question), Seller shall have the option to either terminate the Agreement, prior to the Closing, to take such action as is necessary to remove, clean up, treat, control, contain, or otherwise remedy such condition, at Seller's cost and expense. If Seller elects to terminate the Agreement, Purchaser can waive its objection and take the Premises in its existing condition.

XV. ENTIRE AGREEMENT. This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto regarding the Premises.

XVI. WAIVER. Failure of Purchaser or Seller to insist on compliance with, or strict performance of, any provision of this Agreement or to take advantage of any right under this Agreement, shall not constitute a waiver of the other provisions or rights.

XVII. APPLICABLE LAW AND VENUE. This Agreement shall be construed in accordance with the laws of the State of Georgia and venues for resolution in all disputes wherein by mediation, arbitration or litigation, shall lie in the county where the Property is located.

XVIII. TIME IS OF THE ESSENCE. Time is of the essence does apply in this Agreement. Whenever the last day for the exercise of any right or the discharge of any obligation under this Agreement shall fall upon a Saturday, Sunday, or any public or legal holiday, the party having such right or obligation shall have until 5:00 p.m. on the succeeding regular business day to exercise such right or discharge such obligation.

XIX. COUNSEL. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

XX. OPTION. As part of the consideration for this Agreement and prior to closing, Seller agrees to grant to Purchaser and record a first right of refusal option to purchase the tax parcel L02-05004000 at address 3918 Highway 42, Locust Grove, Georgia 30248, and a legal description of said parcel is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

SELLER:



WARREN E. HOLDER

5/28/27 (SEAL)

PURCHASER:

CITY OF LOCUST GROVE, GEORGIA

BY: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT "A"

TRACT 1:

All that tract or parcel of land lying and being in Land Lots 185 and 186 of the 2nd Land District and in the City of Locust Grove, Henry County, Georgia, containing 5.2 acres of land, more or less, with buildings located thereon, and being more particularly described as follows:

BEGINNING at an iron pin located on the West right of way line of Cleveland Street, which point is the Southeast corner of property of James Garland, and from said point of beginning running thence Westerly 150 feet, more or less, to East property line of lands of Gardner Estate; thence Southerly 450 feet, more or less, to an iron pin; thence Easterly 30 feet, more or less, to an iron pin; thence Southerly 265 feet, more or less, to an iron pin located on the North right of way line of Carter Lane; thence along North right of way line of Carter Lane Easterly 310 feet, more or less, to an iron pin located on the West property line of Bowden lands; thence along said Bowden lands Northerly 62 feet to an iron pin and continuing along said Bowden lands Northeasterly 103 feet to an iron pin located on the West right of way line of Cleveland Street; thence along West right of way line of Cleveland Street Northerly 630 feet, more or less, to the point of beginning.

Said land is bounded (now or formerly) as follows: On the North by lands of James Garland; on the East by Cleveland Street and lands of Bowden; on the South by Carter Lane and lands of Bowden; and on the West by lands of Gardner Estate.

AND

TRACT 2:

All that tract or parcel of land lying and being in the City of Locust Grove, Henry County, Georgia, and being more particularly described as follows:

BEGINNING at the corner formed by the intersection of the Easterly right of way line of New Street and the Northerly right of way line of Carter Lane; thence Northerly along the Easterly right of way line of New Street 450 feet to a point; thence Northeasterly 330 feet to an iron stake; thence Northerly 120 feet to a point on the Southerly margin of Cemetery Street; thence Easterly along Southerly margin of Cemetery Street 320 feet to a point; thence Southerly 330 feet to an iron stake; thence Easterly 195 feet, more or less, to East line of Land Lot 185; thence Southerly along said Land Lot line 555 feet, more or less, to a point on the Northerly right of way line of Carter Lane; thence Westerly along Northerly right of way line of Carter Lane 710 feet to the Point of Beginning.

AND

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 185 of the 2nd District of Henry County, Georgia, containing 0.89 acre, as shown on plat of survey for W. L. Carter prepared by Andy Williams Surveying, dated September 18, 2001, and being more particularly described according to said survey as follows:

BEGINNING at a #4 rebar set on the northerly right of way of Carter Lane (50' R/W), which point is located 397.10 feet East of the intersection of the easterly right of way of New Street (40' R/W) and the northerly right of way of Carter Lane; running thence North 00 degrees 37 minutes 07 seconds East 191.01 feet to a #4 rebar found; thence South 89 degrees 26 minutes East 199.89 feet to a #4 rebar found; thence South 00 degrees 34 minutes 51 seconds West 199.52 feet to a #4 rebar set on the northerly right of way of said Carter Lane; thence along the northerly right of way of Carter Lane the following courses and distances: North 83 degrees 51 minutes 44 seconds West a chord distance of 64.90 feet (an arc distance of 64.97 feet, having a radius of 401.68 feet) to a point; and North 88 degrees 29 minutes 46 seconds West 135.44 feet to a #4 rebar set and the point of beginning.

LESS AND EXCEPT FROM THE ABOVE-DESCRIBED TRACTS 1 AND 2:

All that tract or parcel of land, with improvements located thereon, containing 1.215 acres, lying and being in City of Locust Grove, Land Lot 186 of the 2nd District of Henry County, Georgia, as shown on survey made for W.C. Parham and Susan W. Parham prepared by Joe Rowan, Jr., Georgia Registered Land Surveyor No. 2404, dated February 21, 1994 and recorded in Plat Book 23, Page 87, Henry County, Georgia Records.

FURTHER LESS AND EXCEPT FROM TRACT 2:

All that tract or parcel of land lying and being in Land Lot 185 of the 2nd District of Henry County, Georgia, containing 3.69 acres, as shown on plat of survey for W. L. Carter prepared by Andy D. Williams, Georgia Registered Land Surveyor No. 2617, dated August 20, 2001, revised September 3, 2001, and being more particularly described according to said plat as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, commence at the intersection of the northerly right-of-way of Carter Lane (50' R/W) and the easterly right-of-way of New Street (40' R/W); run thence North 00 degrees 59 minutes 24 seconds East along the easterly right-of-way of New Street a distance of 432.76 feet to a #4 reinforced bar set and the TRUE POINT OF BEGINNING.

FROM THE POINT THUS ARRIVED, run thence North 00 degrees 59 minutes 24 seconds East a distance of 112.41 feet to a #4 reinforced bar set; thence North 38 degrees 52 minutes 15 seconds East 231.47 feet to a #4 reinforced bar set; thence North 00 degrees 16 minutes 11 seconds West 120.98 feet to a #4 reinforced bar set to the southerly right-of-way of Cemetery Circle (30' R/W); thence continuing along said Cemetery Circle South 89 degrees 24 minutes 28

seconds East 320.00 feet to a #4 reinforced bar found; thence South 04 degrees 01 minutes 59 seconds East 331.36 feet to a 3/4" open top pipe; thence South 85 degrees 30 minutes 29 seconds West 90.27 feet to a #4 reinforced bar set; thence South 00 degrees 01 minutes 45 seconds East 77.33 feet to a #4 reinforced bar found; and thence North 89 degrees 20 minutes 01 seconds West 400.00 feet to the #4 reinforced bar set and the true point of beginning.

The above described being conveyed by Warranty Deed recorded in Deed Book 6734, Page 251, Henry County, Georgia Records.

FURTHER LESS AND EXCEPT FROM TRACT 2:

ALL THAT TRACT or parcel of land lying and being in Land Lot 185, 2nd District, City of Locust Grove, Henry County, Georgia, being more particularly shown on that survey for Andre P. Cantrell, Terri Cantrell, The Business Development Corporation of Georgia, Inc. and Chicago Title Insurance Company, prepared by Thomas M. Britt, R.L.S. No. 2164, dated June 4, 1998, being signed by surveyor June 22, 1998, and being more particularly described as follows:

BEGINNING at a point located on the center of the right-of-way line of Carter Lane 199.94 feet easterly from its intersection with the center line of New Street;

THENCE running north 00 degrees 39 minutes 16 seconds east 25 feet to an iron pin set;

THENCE running north 00 degrees 39 minutes 16 seconds east 376.54 feet to an iron pin found;

THENCE running south 89 degrees 20 minutes 01 seconds east 217.34 feet to an iron pin found;

THENCE running south 00 degrees 39 minutes 32 seconds west 185.72 feet to a point;

THENCE running south 89 degrees 21 minutes 18 seconds east 199.97 feet to an iron pin found;

THENCE running south 00 degrees 39 minutes 05 seconds west 197.15 feet to a point;

THENCE running south 00 degrees 39 minutes 05 seconds west 25.08 feet to the center of Carter Lane;

THENCE running northwest along the center line of Carter Lane the following courses and distances: North 84 degrees 38 minutes 15 seconds west 28.46 feet to a point, north 87 degrees 12 minutes 16 seconds west 40.1 feet to a point, north 87 degrees 46 minutes 19 seconds west 50.01 feet to a point, north 88 degrees 19 minutes 26 seconds west 49.99 feet to a point, north 88 degrees 41 minutes 57 seconds west 31.67 feet to a point, north 89 degrees 21 minutes 04 seconds west 217.33 feet to a point being the point of BEGINNING; containing 3.003 acres less and accept property contained in the right-of-way.

FURTHER LESS AND EXCEPT FROM TRACTS 1, 2 AND 3 any property contained in the right-of-way of Carter Lane.

The above-described property being conveyed by Warranty Deed recorded in Deed Book 8924, Page 36, Henry County, Georgia Records.

FURTHER LESS AND EXCEPT FROM TRACTS 1, 2 AND 3 any property contained in the right of way conveyed to the City of Locust Grove.

The above-described property being conveyed by Right of Way Deeds recorded in:

Deed Book 19323, Page 315, Henry County, Georgia Records;
Deed Book 19323, Page 321, Henry County, Georgia Records; and
Deed Book 19323, Page 327, Henry County, Georgia Records.

FURTHER LESS AND EXCEPT FROM TRACTS 1, 2 AND 3 all tracts, easements, right of ways and parcels previously conveyed.

EXHIBIT "B"

THE OPTION PARCEL

All that tract or parcel of land lying and being in the City of Locust Grove, being part of Land Lot 186 of the 2nd Land District, Henry County, Georgia, being Lots 15, 16, and 17 of Block "B" of subdivision of W.D. Grant property as per plat on file in office of G.W. Adair, Atlanta, commencing at a point at the corner of State Route 42 and South Street [a.k.a. Indian Creek Road] and running northwesterly along the west side of State Route 42, 90 feet; thence westerly 100 feet to an alley known as Cleveland Street; thence along south side of said alley known as Cleveland Street, 90 feet to South Street [a.k.a. Indian Creek Road]; thence easterly along South Street [a.k.a. Indian Creek Road] 100 feet to the point of beginning.

Said property is bounded, now or formerly, on North by property of Settle and Robinson, East by Cleveland Street or Highway #42, South by South Street, and West by alley.