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THE FARM
— — — — —
AT OKEFENOKEE

STATE OF GEORGIA
COUNTY OF CHARLTON

Real Property Sales Contract

This Contract of Sale is made and entered into by and between the undersigned Buyer and the undersigned Seller as of the date of the last signature hereon.

That FOR AND IN CONSIDERATION hereinafter stated the Buyer:

[NAME]
[ADDRESS]
[CITY, STATE, ZIP CODE]

agrees to buy and Seller:

The Farm at Okefenokee, LLC
103 Doc Rider Road
Folkston, GA 31537

agrees to sell that certain property:

Lot #TBD
[ADDRESS OF PARCEL]
Folkston, GA 31537

which is more particularly described on the attached "EXHIBIT A," under the stipulations and conditions and on the terms set out below:

1. SALES PRICE

The agreed price for the subject real property is the sum of \$[AMOUNT] of which price the sum of \$[AMOUNT] has this day been paid by Buyer to Seller, receipt whereof is hereby acknowledged, to bind this sale, and the balance of \$[AMOUNT] shall be paid by Buyer in cash at closing.

2. CLOSING

The Buyer shall work with the Seller to schedule the closing of the Lot Sale within 120 calendar days from the date of this contract. Buyer shall close this sale by tendering to Seller such cash as is specified in paragraph numbered 1 above.

3. TITLE

Seller covenants and agrees to convey to Buyer good marketable fee simple title to the subject real property by warranty deed of conveyance, free and clear of all liens and encumbrances except easements; and, subject however, to zoning laws and regulations and other valid restrictions.

Additionally, this property is subject to the Declaration of Covenants, Restrictions, and Easements for The Farm at Okefenokee, Recorded June 4, 2023, and they have been attached hereto as "EXHIBIT B".

4. CLOSING COSTS

The Buyer shall pay:

- attorney fees incurred in the preparation of all papers, documents and conveyances necessary to carry out the terms of this agreement, including, if necessary, the preparation of a purchase money security deed.

- the cost of recording the deed, and the payment of intangible taxes due on, and the recording for, any purchase money security deed.

- the cost of such title examination to and survey of subject real property as Buyer may desire; if title insurance is desired by Buyer and/or the lender making a loan to Buyer, the premium shall be paid by Buyer.

Seller shall pay the Transfer Tax due upon conveyance of the subject real property.

Real property taxes on the subject real property shall be prorated as of the date of closing.

5. LOSS PENDING CLOSING

In the event that the improvements on the subject real property should be destroyed or damaged by fire, storm or from any cause not the fault of the Buyer to the extent of 10% or more in value, then this contract shall be null and void and the amount this day paid as binder shall be returned to Buyer.

6. DEFAULT

Should Buyer fail to close this transaction within the time period stated above, the amount this day paid as binder shall, in view of the difficulty of estimating damages with exactness, be forfeited by Buyer and retained by Seller, as liquidated damages for keeping said property off the market, and therefore this contract shall be null and void, both Buyer and Sellers shall be relieved of further obligation under this contract.

7. NOTICES

All notices required herein or required by law shall be in writing and sent by registered mail or overnight courier to the other party at the address of such party listed below.

8. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and shall bind the respective successors, heirs and assigns of both the Buyer and Seller.

In Witness Whereof, the said Buyer and Seller have hereunto set their hands and seals on the day and year as written below.

This date: _____

Seller:
Address:

This date: _____

Buyer:
Address:

EXHIBIT A [Legal Description]

Lot #TBD of Subdivision Plat for The Farm at Okefenokee, [SPECIFIC PLAT INFO];
Charlton County, GA