

## CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA  
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between the **KITTLE HOMES, LLC**, a Georgia Limited Liability Company, whose address is 22 N. Main Street, Bld. B, Watkinsville, GA 30677 (hereinafter called "Seller"), and the **CITY OF SUGAR HILL, GEORGIA**, a Georgia Municipal Corporation, whose address is 5039 West Broad Street, Sugar Hill, Georgia 30518 (hereinafter called "Buyer" or "Purchaser").

In consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy approximately 0.53 acres of property located in Land Lots 291, 292, and 305 of the 7th Land District of Gwinnett County, Georgia, which is a portion of that parcel known as Gwinnett County Tax Parcel R7292 380 and as described on Exhibit "A," which is attached hereto and incorporated herein by reference.

2. Purchase Price.

(a) The purchase price for the said property shall be FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$425,000.00), which includes the Earnest Money as described in Section 8 of this Agreement, below.

(b) The purchase price shall be paid in all cash at closing.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants and represents that to the actual knowledge of Zac Kittle, as authorized representative of Seller, without any independent investigation or duty to investigate, (which warranties and representations shall be effective as of the date of Closing) the following: That

- i) Seller has or will have good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the

Property which might give rise to any mechanic's liens affecting all or any part of the Property.

- iv) Seller has not entered into any outstanding agreements of sale, leases, options, or other rights of third parties to acquire an interest in the Property other than disclosed herein.
- v) Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property or modify the terms or conditions of any existing leases, contracts, or encumbrances, if any, without the written consent of Buyer.
- vi) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.
- vii) there are no encroachments upon the Property.
- viii) there are no deed restrictions or covenants that affect or apply to the Property.
- ix) Seller has full power to sell, convey, transfer, and assign the Property on behalf of all parties having an interest therein.

The purchase of the Property is contingent upon the substantial accuracy of the Seller's material representations and warranties.

4. Inspection.

For a period of Twenty (20) days from the Effective Date of this Agreement, Buyer and Buyer's engineers, surveyors, agents, and representatives shall have the right to go on the property to inspect, examine, and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the Property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the Property and to determine the suitability of the property for Buyer's intended use. This period shall be deemed the Inspection Period.

5. Objections to Title.

Within ten (10) days after the Effective Date of this Agreement, Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a period of ten (10) days from the end of the Inspection Period to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Agreement and recover the earnest money. Marketability of the title herein required to be conveyed by the Seller shall be determined in

accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed no later than May 22, 2026, time being expressly made of the essence of this Contract. The closing shall be conducted at the offices of Baggett & Hartley LLC in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

(b) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:

- i) A good and marketable limited warranty deed.
- ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Title Company, be in such form and content acceptable to Buyer and Buyer's Title Company and contain without limitation the following information: That:
  - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
  - b) the Property is being conveyed unencumbered except for the Permitted Exceptions, if any.
  - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which has not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
  - d) there are no parties in possession of the Property being conveyed other than Seller.
  - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
- iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Sellers are not a "foreign person" as defined by the Internal Revenue Code.

iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.

(c) Ad valorem taxes, including stormwater and similar fees, shall be prorated as of the date of closing. Any prior year taxes or fees shall be collected at closing.

(d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any material adverse condition affecting the use and utility of the Property, including rock, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos, or other material defects, then this Agreement shall be null and void and all earnest money shall be refunded to Buyer. Buyer must furnish Seller with written notice of cancellation within ten (10) business days of the end of the Inspection Period and prior to closing if Buyer desires to cancel the contract based on this condition or any objections to title exceptions.

8. Earnest Money.

Contemporaneously with the execution of this Agreement Buyer has paid as Earnest Money the sum of FIVE THOUSAND DOLLARS (\$5,000.00). The Earnest Money shall be paid to the law firm of Baggett & Hartley LLC and held in escrow. At the closing hereunder said earnest money shall be applied against the purchase price provided herein. If Seller refuses or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, then said earnest money shall be transmitted to Seller as total liquidated damages, and this Agreement shall terminate.

9. Broker.

Seller and Buyer hereby warrant and covenant to each other that there are no real

estate broker(s) or agent(s) involved in this transaction with the consequence that no real estate commission shall be paid to any party as a result of the closing of this transaction to the extent allowed by law.

10. Notices.

Any notices required or permitted to be given under this Contract shall be in writing and shall be sent (i) personally delivered to the intended party at the address specified below; (ii) overnight delivery by a nationally recognized delivery service of choice; (iii) certified mail with tracking number; or (iv) sent as a PDF attachment to an email (provided that any notice, demand, or request made by electronic mail is followed by a notice sent in accordance with one of the other provisions set forth above) to:

BUYER: City of Sugar Hill  
5039 West Broad Street  
Sugar Hill, Georgia 30518  
Attention: City Manager  
Email: pradford@cityofsugarhill.com

With copy to: Baggett & Hartley LLC  
190 S Clayton St, Ste 136  
Lawrenceville, Georgia 30046  
Attention: Frank Hartley  
Email: frank@baggetthartley.com

SELLER: Kittle Homes, LLC  
3456 Hardee Ave  
Atlanta, Georgia 30341  
Email:

Any notice, demand, or request which shall be served upon any of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (a) at the time such notice, demand or request is hand-delivered in person; (b) on the day such notice, demand, or request is delivered by a nationally recognized overnight delivery service; (c) on the day such notice, demand, or request is delivered by the Postal Service as shown by the certified mail tracking number; or (d) on the day send by email as provided above (provided that any notice, demand or request made by electronic mail is followed by a notice sent in accordance with item (i), (ii), or (iii) above). Any party hereto shall have the right from time to time to designate by written notice to the others such other person or persons and at such other places in the United States as such party desires written notices, demands, or requests to be delivered or sent in accordance herewith; provided, however, at no time shall any party be required to send more than an original and one (1) copy of any such notice, demand or request required or permitted hereunder.

11. Miscellaneous.

(a) Interpretation. In this Agreement, the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words "person" and "party" include corporation, partnership, individual, firm, trust, or association wherever the context so requires.

(b) Attorney's Fees. In the event it becomes necessary for either Buyer or Seller to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitations reasonable attorney's fees as determined by the court without a jury. As used herein, the term "prevailing party" shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.

(c) Time of Essence. Buyer and Seller hereby agree that this Agreement was entered into with the understanding that time is of the essence.

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal, or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Agreement shall be deemed to be severable from all other provisions.

(e) Inurement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

(f) Effective Date. The Effective Date of the Agreement shall be the date the last party signs a fully executed copy of this Agreement.

12. Modification of Contract.

No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

13. Entire Contract.

This Agreement constitutes the entire agreement between the parties for the purchase and sale of the Property. All terms and conditions contained in any other writings previously executed by the parties regarding the Property shall be deemed to be superseded.

14. Mutual Drafting.

Each party has participated in the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

15. Survival of Contract.

This Agreement shall not be merged into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the property shall survive the closing for a period of twelve (12) months following the date of closing, after which time all such representations and warranties shall expire and be of no further force or effect.

16. Special Stipulations.

This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer. Such approval must be obtained, or the process to obtain it formally initiated, no later than fourteen (14) days after the Effective Date of this Agreement. If Buyer fails to obtain such approval within said period, this Agreement shall terminate and the earnest money shall be returned to Buyer.

\_\_\_\_\_  
This Contract is agreed to this  
4 day of May, 2026.

Kittle Homes, LLC

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

Title: CEO

\_\_\_\_\_  
This Contract is agreed to this  
4<sup>th</sup> day of May, 2026.

City of Sugar Hill, Georgia

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

Title: City Manager



**EXHIBIT A**

**LAND DESCRIPTION  
COMMERCIAL**

All that tract or parcel of land lying and being in Land Lot(s) 291, 292 & 305 of the 7<sup>th</sup> Land District, City of Sugar Hill, Gwinnett County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, begin at the intersection of Land Lot(s) 291, 292, 305, & 306 and being marked by a 3/4" Iron Pin Found, said Point being The True Point of Beginning.

THENCE from said Point as thus established, North 29 degrees 17 minutes 20 seconds West for a distance of 100.43 feet to an Axle; THENCE North 51 degrees 37 minutes 05 seconds East for a distance of 55.38 feet to a Point along the Southwesterly Right-of-Way of Nelson Brogden Boulevard/State Route 20 (Right-of-Way Varies); THENCE along said Right-of-Way for the next two (2) calls and distances, South 51 degrees 36 minutes 34 seconds East for a distance of 77.99 feet to a Concrete Monument Found; THENCE South 07 degrees 42 minutes 20 seconds East for a distance of 88.85 feet to a Concrete Monument Found at intersection of the Southwesterly Right-of-Way of Nelson Brogden Boulevard/State Route 20 (Right-of-Way Varies) and the Northwesterly Right-of-Way of Hillcrest Drive (Right-of-Way Varies); THENCE along the Northwesterly Right-of-Way of Hillcrest Drive (Right-of-Way Varies) for the next four (4) calls and distances, South 34 degrees 17 minutes 55 seconds West for a distance of 33.69 feet to a Point; THENCE South 30 degrees 59 minutes 39 seconds West for a distance of 44.87 feet to a Point; THENCE South 32 degrees 24 minutes 40 seconds West for a distance of 65.91 feet to a Point; THENCE South 29 degrees 16 minutes 49 seconds West for a distance of 37.28 feet to a Point; THENCE leaving said Right-of-Way, North 56 degrees 42 minutes 25 seconds West for a distance of 87.73 feet to a to a Point; THENCE North 28 degrees 33 minutes 30 seconds East for a distance of 103.89 feet to a Point; THENCE North 60 degrees 23 minutes 30 seconds East for a distance of 59.81 feet to a Point, said point being The True Point of Beginning.

Said property contains 0.538 acres.  
Including easements within