



FORT REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " \_\_\_\_\_ "



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for Property known as or located at: Holmes Rd., Elberton, Georgia 30635

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
(2) leave no question unanswered;
(3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
(4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
(5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

1. OCCUPANCY: (a) Is the Property vacant? (b) Is the Property or any portion thereof leased?
2. COVENANTS, FEES AND ASSESSMENTS: (a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions? (b) Is the Property part of a condominium or community in which there is a homeowners' association?
3. THE PROPERTY: (a) How many acres are in Property? 15.7 (b) What is the current zoning of Property? (c) Will conveyance of Property exclude any mineral, oil and timber rights? (d) Are there any governmental allotments committed? (e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?
4. SOIL, TREES, SHRUBS AND BOUNDARIES: (a) Is there any fill dirt on Property? (b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)? (c) Is there now or has there ever been any visible soil settlement or movement? (d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year? (e) Are there any drainage or flooding problems on Property? (f) Are there any diseased or dead trees? (g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?



Yes	No	Don't Know
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**5. TOXIC SUBSTANCES:**

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos?  Yes  No  Don't Know
- (b) Has Property ever been tested for radon or any other environmental contaminants?  Yes  No  Don't Know

**6. OTHER MATTERS:**

- (a) Have there been any inspections in the past year?  
If yes, by whom and of what type? \_\_\_\_\_  Yes  No  Don't Know
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property?  Yes  No  Don't Know
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property?  Yes  No  Don't Know
- (d) Are there any existing or threatened legal actions affecting Property?  Yes  No  Don't Know
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use?  Yes  No  Don't Know
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility?  Yes  No  Don't Know
- (g) If Property is served by well water, is the well on Property?  Yes  No  Don't Know
- (h) Has the Property been enrolled in a Conservation Use Program?  
If yes, when was the Property enrolled? \_\_\_\_\_  Yes  No  Don't Know
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed?  Yes  No  Don't Know

**7. AGRICULTURAL DISCLOSURE:**

Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?  Yes  No  Don't Know

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

**8. UTILITIES:**

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property. [The utilities listed below that are not checked do not serve Property.]

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Public Sewer       |
| <input type="checkbox"/> Natural Gas            | <input type="checkbox"/> Public Water       |
| <input checked="" type="checkbox"/> Telephone   | <input type="checkbox"/> Private/Well Water |
| <input type="checkbox"/> Cable Television       | <input type="checkbox"/> Shared Well Water  |
| <input type="checkbox"/> Garbage Collection     | <input type="checkbox"/> Other _____        |

**9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES":** [Explanations should reference the number of the question for which more detailed information is being provided.]

Additional pages are attached.



**SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:**

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: Douglas K. Finney  
Seller: \_\_\_\_\_

Date: 3-14-2019  
Date: \_\_\_\_\_

Additional Signature Page (F267) is attached.

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: \_\_\_\_\_  
Buyer: \_\_\_\_\_

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

Additional Signature Page (F267) is attached.



After recording, return to:  
Todd C. Townsend, P.C., Attorney at Law, P. O. Box 423,  
Hartwell, Georgia 30643 (706) 377-2425

## WARRANTY DEED

GEORGIA, HART COUNTY

THIS INDENTURE, made the **20th** day of **May**, in the year **Two Thousand Eleven**, between **Jerry G. Jones and Miriam R. Jones**, as Parties of the first part, hereinafter called Grantors, and **Douglas K. Fineza**, as Party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors assigns where the context requires or permits).

WITNESSETH that: Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to-wit:

**All that tract or parcel of land, situate, lying and being in the 315th District, G.M., Elbert County, Georgia, containing 15.695 acres, more or less, and being more particularly shown on a Plat by Dean H. Teasley, Surveyor, dated April 25, 2003, recorded at Plat Book 26, Page 23A, in the Office of the Clerk of Superior Court of Elbert County, Georgia, which said plat is hereby incorporated into this description by reference and made a part hereof, and being the same property conveyed to Jerry G. Jones and Miriam R. Jones by Don R. Thornton and Patsy D. Thornton by Warranty Deed dated September 14, 2004, recorded at Deed Book 376, Page 30-31, in said Clerk's Office.**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

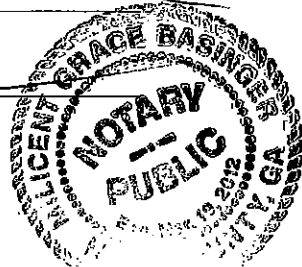
AND THE SAID Grantors will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

Witness

Notary Public



Jerry G. Jones

(SEAL)

Miriam R. Jones

(SEAL)

"EXHIBIT C"

FILED & RECORDED  
 Plat Book 26, p. 23A  
 SEP 15 A 9 31

PAT V ANDERSON  
 CLERK  
 ELBERT SUPERIOR COURT



Bearings & Distances along  
 Centerline of CR 176

LINE	BEARING	DISTANCE
1	S 23°36'05" W	30.73
2	S 21°55'35" W	78.27
3	S 18°42'15" W	106.20
4	S 17°19'35" W	80.15

Road 295.35  
 frontage

- Notes:
- 1) Property subject to any valid & enforceable Easements, Restrictions, & Rights-of-Way of Record.
  - 2) Survey is valid only if print has original Seal & Signature of surveyor.
  - 3) Surveyor has made no investigation or independent search for Easements of Record, Encumbrances, Restrictive Covenants, Ownership Title Evidence, or any other facts that an accurate title search may disclose.

Note:  
 No ground survey has been done between point "A" and "B".

THE FIELD EQUIPMENT USED FOR THIS SURVEY WAS A TRIPOLI GTS 30 & 1/2 INCHES OF IES. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PROVISION OF ONE FOOT IN 5,745 FEET AND AN ANGULAR ERROR OF 1/4 SEC. PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 25,310 FEET.

I HEREBY CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.  
 Dean H. Jewell  
 C.A. & S.C. REGISTERED LAND SURVEYOR

- KEY  
 L.P.S. = IRON PIN FOUND  
 L.P.S. = IRON PIN SET  
 P = PROPERTY LINE  
 O/R = OFFICE  
 C = CENTERLINE  
 C.M. = CONCRETE MARKER FOUND  
 T.M. = TIMBER LINE  
 N/S = NAIL SET  
 N/P = NAIL FOUND  
 P.O.B. = POINT OF BEGINNING

