



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 3-30-19 for Property known as or located at:

East main and Beason St Georgia _____

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.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is the Property vacant? If yes, how long has it been since Seller occupied the Property? _____	<input checked="" type="checkbox"/>		
(b) Is the Property or any portion thereof leased?		<input checked="" type="checkbox"/>	
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?			<input checked="" type="checkbox"/>
(b) Is the Property part of a condominium or community in which there is a homeowners' association? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES EXHIBIT, GAR F322].			<input checked="" type="checkbox"/>
3. THE PROPERTY:			
(a) How many acres are in Property? <u>1.53</u>			
(b) What is the current zoning of Property? <u>don't know</u>			
(c) Will conveyance of Property exclude any mineral, oil and timber rights?			<input checked="" type="checkbox"/>
(d) Are there any governmental allotments committed?			<input checked="" type="checkbox"/>
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?			<input checked="" type="checkbox"/>
4. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any fill dirt on Property?			<input checked="" type="checkbox"/>
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?			<input checked="" type="checkbox"/>
(c) Is there now or has there ever been any visible soil settlement or movement?			<input checked="" type="checkbox"/>
(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?			<input checked="" type="checkbox"/>
(e) Are there any drainage or flooding problems on Property?			<input checked="" type="checkbox"/>
(f) Are there any diseased or dead trees?			<input checked="" type="checkbox"/>
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?			<input checked="" type="checkbox"/>

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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? _____ _____
- (b) Has Property ever been tested for radon or any other environmental contaminates? _____ _____

6. OTHER MATTERS:

- (a) Have there been any inspections in the past year?
If yes, by whom and of what type? _____ _____ _____
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property? _____ _____
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property? _____ _____
- (d) Are there any existing or threatened legal actions affecting Property? _____ _____
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use? _____ _____
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility? _____ _____
- (g) If Property is served by well water, is the well on Property? _____ _____
- (h) Has the Property been enrolled in a Conservation Use Program?
If yes, when was the Property enrolled? _____ _____ _____
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed? _____ _____

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? _____ _____

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 type="checkbox"/> Electricity | <input type="checkbox"/> Public Sewer |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Public Water |
| <input 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: Ted Yeargin

Date: 3-30-19

Seller: Christine Yeargin

Date: 3-30-19

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: _____

Date: _____

Buyer: _____

Date: _____

Additional Signature Page (F267) is attached.

RECORDED
511-137-738
11-13-2006

FILED IN OFFICE
HART COUNTY CLERK

2006 NOV 13 PM 3:45

Hart County, Georgia
Real Estate Transfer Tax
Paid \$ 0.00
Date 11-13-2006
W.E. "Bill" HOLLAND, III, Clerk

[Signature]
DEPUTY/CLERK

Return Recorded Document to:
RODGER E. DAVISON
ATTORNEY AT LAW
P. O. Box 118
Royston, GA 30862

NO TITLE SEARCH PERFORMED BY THE PREPARER OF THIS INSTRUMENT.

**JOINT TENANCY WITH SURVIVORSHIP
WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF FRANKLIN

THIS INDENTURE, Made this 8th day of November, in the year of our Lord Two Thousand Six, between **BILL ROE**, of the County of Hart, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **TED M. YEARGIN and CHRISTINA K. YEARGIN**, of the County of Hart, State of Georgia, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **--DEED OF GIFT--** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in the 1116th G.M. District, of Hart County, Georgia, within the corporate limits of the City of Bowersville, CONTAINING 1.533 acres, more or less, and being bounded now or formerly as follows: On the Northwest by East Main Street; on the Northeast by lands of Carroll; on the Southwest by right-of-way of Ginn Avenue; and on the Southeast by right-of-way of Benson Street.

Said lands being more particularly delineated in a plat of survey prepared for the Estate of Edwin Roe, prepared by Banknight & Associates, Inc., Registered Land Surveyors, dated January 26, 2002, recorded in Plat Book 33, Page 176, Hart County Public Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this legal description.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, rights of way for public roads and public utilities and any restrictions of record affecting said described property.

RE: Deed Book 473, Pages 409-410, Hart County Public Records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the

737

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 Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-19, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor 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 Grantor has hereunto set grantor's hand and seal the day and year first above written.

Bill Roe (SEAL)
BILL ROE

Signed, sealed and delivered
in the presence of:

[Signature]
Official Witness
[Signature]
Notary Public
My Comm. Expires:



