



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



2020 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of 09/28/2020 for Property known as or located at: Beacon Light Rd. Hartwell Georgia 30643. This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

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 and the improvements thereon;
(2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
(3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions, unless the "yes" answer is self-evident;
(4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

C. SELLERS DISCLOSURES.

Table with 3 columns: Question, YES, NO. Row 1: 1. GENERAL: (a) Is the Property vacant? YES: X. Row 2: If yes, how long has it been since the Property has been occupied? Row 3: (b) Is the Property or any portion thereof leased? NO: X. Row 4: EXPLANATION:

Table with 3 columns: Question, YES, NO. Row 1: 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? YES: X. Row 2: (b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322. NO: X. Row 3: EXPLANATION:

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Matthew Butler IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

3. THE PROPERTY:	YES	NO
(a) How many acres are in Property? <u>approx. 5.18</u>		
(b) What is the current zoning of Property? _____		
(c) Will conveyance of Property include any mineral, oil, and timber rights?	X	
(d) Are there any governmental allotments committed?		X
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?		X
EXPLANATION:		

4. SOIL, TREES, SHRUBS AND BOUNDARIES:	YES	NO
(a) Is there any fill dirt on Property?		X
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		X
(c) Is there now or has there ever been any visible soil settlement or movement?		X
(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?		X
(e) Are there any drainage or flooding problems on Property?		X
(f) Are there any diseased or dead trees?		X
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		X
EXPLANATION:		
some trees have been cleared and piled to make pathways.		

5. TOXIC SUBSTANCES:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Property ever been tested for radon or any other environmental contaminants?		X
EXPLANATION:		

6. OTHER MATTERS:	YES	NO
(a) Have there been any inspections in the past year?		X
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?		X
(c) Have you received notices by governmental or quasi-governmental agency affecting Property?		X
(d) Are there any existing or threatened legal actions affecting Property?		X
(e) Is there any system or item on Property which is leased or which has a fee associated with its use?		X
(f) Are there any private or undedicated roadways for which owner may have financial responsibility?		X
(g) If Property is served by well water, is the well on Property?	X	
(h) Has the Property been enrolled in a Conservation Use Program?		X
If yes, when was the Property enrolled? _____		
(i) Are there any other latent or hidden defects that have not otherwise been disclosed?		X
EXPLANATION:		
There is a bored well on the property which is capped and has never been used.		

7. AGRICULTURAL DISCLOSURE:	YES	NO
(a) 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?		X
<p>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.</p>		

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 checked="" 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 <u>Internet fiber may be available.</u>

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: ^{Authenticate} Larry G Ayers Date: 09/29/2020
~~Larry Gene Ayers~~
 Seller: _____ 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: _____ Date: _____

Buyer: _____ Date: _____

Additional Signature Page (F267) is attached.

WARRANTY DEED.

STATE OF GEORGIA, HART COUNTY.

THIS INDENTURE, made this 16th day of February, in the year of our Lord, One Thousand Nine Hundred and Seventy-Nine, between

----BEVERLY J. BAILEY----

of the County of Hart, State of Georgia of the first part,
and

----LARRY G. AYERS----

of the County of DeKalb, State of Georgia of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS----~~REMOVED~~ in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened and conveyed, and by these presents does grant, bargain, sell, assign and convey unto the said party of the second part, his heirs and assigns, the following described property, to-wit:

ALL that tract or parcel of land, lying and being in the 1112th District, G. M., Hart County, Georgia, containing five and eighteen one-hundredths (5.18) acres, more or less, and being shown on a plat made by A. M. Britt, Registered Land Surveyor, of record in Plat Book 22, at Page 455, Clerk's Office, Hart County, Georgia, which plat and the recordation thereof are by reference incorporated herein in aid of this description.

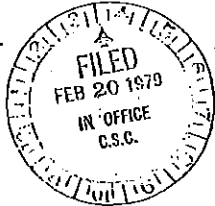
This tract of land is bounded on the Northwest by property of the United States of America; on the Southeast by property now belonging to Dr. Wysong; and on the Southwest by the Mt. Olivet to Hartwell public road; and is more particularly described as to courses and distances in the following manner:

BEGINNING at a point located on the Northeast side of the Mt. Olivet to Hartwell public road, at the point where this tract and property of the United States of America corner on the Northeast side of said road, and running thence South seventy-one (71) degrees twenty-four (24) minutes East six hundred (600) feet to an iron pin; thence South five (05) degrees six (06) minutes West two hundred fifty (250) feet to a point; thence South fifty-two (52) degrees forty-eight (48) minutes West one hundred thirty-one (131) feet to a point; thence South sixty-one (61) degrees seventeen (17) minutes West one hundred twenty-five (125) feet to a point; thence South fifty-five (55) degrees twenty-six (26) minutes West one hundred eighty-six (186) feet to a point located on the Northeast side of the Mt. Olivet to Hartwell public road; thence along the Northeast side of said road North nineteen (19) degrees forty-eight (48) minutes West one hundred thirty-one and seven-tenths (131.7) feet to a point; thence continuing along the Northeast side of said road North thirteen (13) degrees thirty-six (36) minutes West five hundred seventy-seven (577) feet to the beginning corner.

It is understood and agreed that no home of less than 1400 square feet of heated floor space will be constructed on the above described property; only one home per lot or tract, and no tract shall be subdivided.

vided; no concrete block houses, no mobile homes of any description shall be placed on said property; no old houses shall be moved in; no swine will be permitted on any tract. These restrictions shall run with the land for a period of 50 years, at which time a majority of the property owners can get together and change them if they so desire.

This is the same property described in a Warranty Deed from W. Harold Gurley and Sidney L. Moore to Beverly J. Bailey, dated July 14, 1978, and recorded in Deed Book 141, Pages 814-815, Hart County, Georgia Records, and which deed is by reference specifically incorporated herein and made a part of this description and conveyance.



Hart County, Georgia
Real Estate Transfer Tax
Paid \$ 8.90
Date Feb. 21, 1979
Betty W. Isbell
Clerk of Superior Court

Recorded: Feb. 21, 1979
Betty W. Isbell, Clerk

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said party of the second part his heirs, executors, administrators and assigns, in fee simple. And the said party of the first part, his heirs, executors and administrators, the said bargained premises unto the said party of the second part, his heirs, executors, administrators and assigns, against said party of the first part, his heirs, executors and administrators, and all and every other person or persons shall and will warrant and forever defend by virtue of these presents:

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal, the day and year first herein written.

Signed, sealed and delivered in the presence of

[Signature]
[Signature]
Notary Public, State at Large,
Georgia

Beverly J. Bailey (L. S.)
(Beverly J. Bailey) (L. S.)

(L. S.)



U.S.A

S7°-24'E

600'

125'

250'
S05°06'W
MOORE - GURLEY

5.18 Acres

S52°48'W 61'
S68°17'W 125'
MOORE - GURLEY

S55°-28'W 186'

HARTWELL



Beverly J. Bailey

HART COUNTY, GEORGIA
1112th DIST., G.M.
SURVEYED MAR. 28, 1977
SCALE 1" = 100'

A. M. Britt

STATE OF GEORGIA
HART SUPERIOR COURT

Filed July 14 1978

At 9:00 AM

Recorded in Book 22

Page 455

July 14 1978

Betty W. Seftel
Clark

Beverly J. Bailey

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