



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 _____ for Property known as or located at: LOT 1 RECORDED IN
PLAT BOOK 24 PAGE 829 Georgia _____. 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.

	YES	NO
1. GENERAL:		
(a) Is the Property vacant?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, how long has it been since the Property has been occupied? _____		
(b) Is the Property or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

	YES	NO
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"/>	<input type="checkbox"/>
(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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:		

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Sherry Wheeler 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>1.33</u>		
(b)	What is the current zoning of Property? <u>RESIDENTIAL</u>		
(c)	Will conveyance of Property include any mineral, oil, and timber rights?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d)	Are there any governmental allotments committed?	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:			

4. SOIL, TREES, SHRUBS AND BOUNDARIES:		YES	NO
(a)	Is there any fill dirt on Property?	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Is there now or has there ever been any visible soil settlement or movement?	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	Are there any drainage or flooding problems on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	Are there any diseased or dead trees? <u>NOT TO MY KNOWLEDGE</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g)	Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:			
<u>ABANDONES PROPERTY - NO BODY HAS LIVED THERE FOR OVER THREE DECADES. HOUSE FALLEN IN THE OLD PROPANE TANK AND A BOARD WELL.</u>			

5. TOXIC SUBSTANCES:		YES	NO
(a)	Are there any underground tanks or toxic or hazardous substances such as asbestos?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Has Property ever been tested for radon or any other environmental contaminants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:			

6. OTHER MATTERS:		YES	NO
(a)	Have there been any inspections in the past year? If yes, by whom and of what type?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b)	Are there any violations of local, state or federal laws, codes or regulations with respect to Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c)	Have you received notices by governmental or quasi-governmental agency affecting Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d)	Are there any existing or threatened legal actions affecting Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e)	Is there any system or item on Property which is leased or which has a fee associated with its use?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f)	Are there any private or undedicated roadways for which owner may have financial responsibility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g)	If Property is served by well water, is the well on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h)	Has the Property been enrolled in a Conservation Use Program? If yes, when was the Property enrolled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i)	Are there any other latent or hidden defects that have not otherwise been disclosed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXPLANATION:			

	YES	NO
7. AGRICULTURAL DISCLOSURE: (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?		✓
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

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: *Lisa Cole* TEL USA 1-2-90

Date: Nov. 9, 2020

Seller: *Lisa Cole*

Date: 11/10/2020

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,
COUNTY OF HART.

THIS INDENTURE, Made this 26th day of September in the Year of
Our Lord One Thousand Nine Hundred and EIGHTY-Nine between
EMILY M. BAILEY and GAYE M. HOLLAND
of the State of GEORGIA and County of HART
of the first part, and BARNEY COLE and/or SARA COLE, TRUST
of the State of WYOMING and County of LARAMIE
of the second part,

WITNESSETH: That the said parties of the first part, for and
Ten and 00/100 (\$10.00) Dollars,
in consideration of the sum of And Other Valuable Considerations
in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowl-
edged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and
convey unto the said parties of the second part, their heirs and assigns, all that tract or
parcel of land lying and being in the 1112th District, G.M., Hart County, Georgia, contain-
ing 1.33 acres, more or less, and being designated as Lot 1, on a plat dated February
20, 1986, made by A. M. Britt, Registered Land Surveyor, of record in Plat Book 24,
at page 829, Clerk's Office, Hart County, Georgia, which plat together with the re-
cordation thereof is by reference incorporated herein in aid of this description.

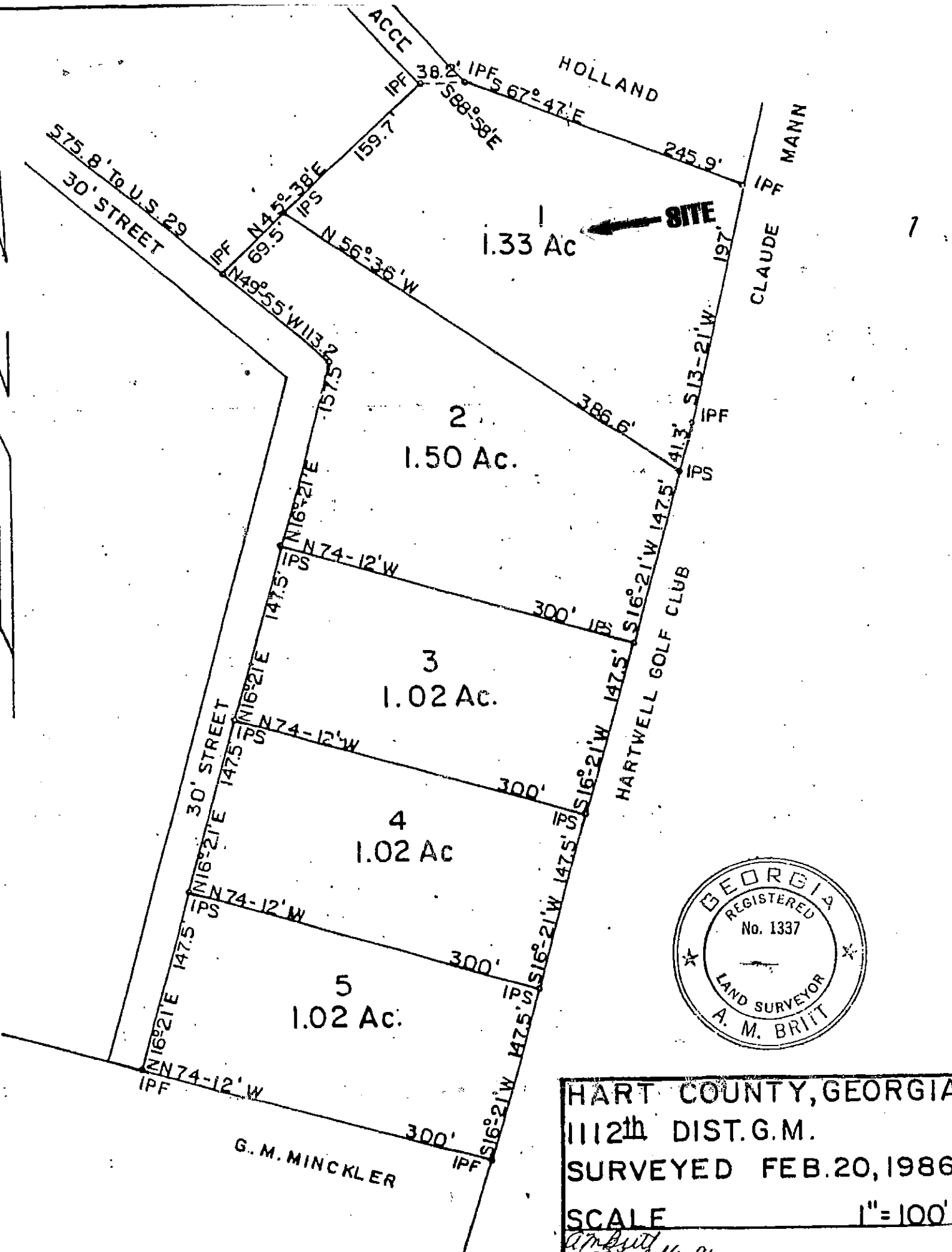
This lot of land is bounded substantially in the following manner: on the
northwest by property formerly belonging to Edgar J. Martin and the Access Road;
on the northeast by the Holland property; on the southeast by property of Claude
Mann and property of the Hartwell Golf Club; and on the southwest by Lot 2, and
is more particularly described as to courses and distances in the following manner:

BEGINNING at an iron pin at the southeast corner of the Access Road on the
line separating this property from the Holland property, and running thence along
the Holland property, South 67 degrees 47 minutes East 245.9 feet to an iron pin;
thence along the Claude Mann property, south E3 degrees 21 minutes West 197 feet
to an iron pin; thence along the Hartwell Golf Club property, South 16 degrees
21 minutes West 41.3 feet to an iron pin; thence along the line separating this
property from Lot 2, North 56 degrees 36 minutes West 386.6 feet to an iron pin;
thence along property formerly belonging to Edgar J. Martin, North 45 degrees
38 minutes East 159.7 feet to an iron pin; thence along the line separating this
property from the Access Road South 88 degrees 58 minutes East 38.2 feet to an
iron pin, the point of BEGINNING.

ALSO CONVEYED herein is a perpetual Right-of-Way Easement, over, across and
through the Access Road leading from the above described property to U.S. Highway
29. Said Easement is shown on a plat dated April 20, 1974, made by A. M. Britt,
Registered Land Surveyor, of record in Plat Book 21, at page 344, Clerk's Office,
Hart County, Georgia, and plat dated February 20, 1986, made by A. M. Britt, Regis-
tered Land Surveyor, of record in Plat Book 24, at page 829, Clerk's Office, Hart
County, Georgia. These two plats together with the recordations thereof are by
reference incorporated herein in aid of this description.

This property is conveyed subject to a Right-of-Way Easement from Edgar J.
Martin to Georgia Power Company, dated December 19, 1967, of record in Deed Book
95, at Page 80, Clerk's Office, Hart County, Georgia.

The above lot of land is conveyed subject to the following restrictions: No
mobile homes of any description; no chicken house, no hog pen. The house cannot
be used as a business or a business run from the house. No business building can
be built on the property. No junk cars or trucks to be parked on property. House
of no less than 1200 square feet of heated floor space. No concrete block house
to be built on property.



HART COUNTY, GEORGIA
 1112th DIST. G.M.
 SURVEYED FEB. 20, 1986
 SCALE 1" = 100'

A. M. Britt
 1115 Rhodella PK
 Hartwell, Ga. 30643

PA 95
Pg. 80

EASEMENT) Easement for Right-of-Way
EDGAR J. MARTIN) Dunlop Tire and Rubber Company Transmission Tap lines
TO) State of Georgia, Hart County.
GEORGIA POWER COMPANY) For and in consideration of Six Hundred Sixty (\$660.00) Dollars,
(in hand paid by GEORGIA POWER COMPANY, a corporation (hereinafter
called the Company), the receipt and sufficiency whereof is hereby
acknowledged, the undersigned, Edgar J. Martin, whose Post Office
address is Rte # 1, Hartwell, Georgia, for himself, his heirs, legal
representatives and assigns, does hereby grant to said Company, the right to from time
to time, construct, operate, maintain and renew overhead and underground electric
transmission, distribution and communication lines, with necessary or convenient towers,
frames, poles, wires, manholes, conduits, fixtures and appliances, protective wires and
devices in connection therewith upon or under, a strip of land One Hundred (100) feet in
width, Fifty (50) feet on each side of a center line, more fully located and described
below; together with all rights and privileges necessary or convenient for the full
enjoyment or use of said strip for the purposes above described, including the right of
ingress to and from said strip and the right to cut away and keep clear all trees and
undergrowth and to remove all obstructions now on said strip or that may hereafter
be placed thereon and danger trees now standing on lands adjacent thereto, which now or
may hereafter, injure or endanger any of the works on and strip provided that on future
cutting of such danger trees the Company shall pay to the undersigned, his successors or
assigns, the fair market value of the merchantable timber so cut; timber so cut to remain
the property of the owner thereof, and the right to install, maintain and use anchors
or guy wires on lands adjacent to said strip.

Said strip is a part of that tract of land situated in Land Lot--- of the 112th District
of Hart County, Georgia, said tract being described as follows: Bounded on the North by
lands of Claude D. Mann, on the South by lands of American Legion on the East by lands of
Claude D. Mann and lands of American Legion, and on the West by lands of Howard Page, lands
of Judson Bailey and the Easterly, right-of-way line of Georgia State Highway No. 8 and
U. S. Highway No. 29

The center line of said strip is more fully described as follows:

Beginning on the dividing line between land of Claude D. Mann and lands of the under-
signed at a point 50.4 feet North 12° 30' East of a corner common to lands of Claude
D. Mann and lands of American Legion said common corner being located on the dividing
line between lands of Claude D. Mann, lands of American Legion and lands of the under-
signed; thence across said point of beginning North 84° 17' West 16.5 feet, to an angle point;
thence South 81° 33' West 98.7 feet to an angle point; thence North 70° 45' West 11.8
feet to lands of Judson Bailey.

The center line of said strip being shown on plat made by or for said Company, and on
file in the Office of said Company.

Said Company, its successors and assigns, shall pay or tender to the owner thereof
a fair market value for any growing crops fruit trees or fences cut, damaged or
destroyed on said premises by the employees of said Company, its agents, successors,
or assigns, in the construction, reconstruction, operation and maintenance of said
transmission lines, except those crops and fruit trees which are an obstruction to the
use of the right-of-way as herein provided or which interfere with or may be likely
to interfere with or endanger said lines or their proper maintenance and operation,
provided the Grantors herein shall give the Company written notice thereof within thirty
(30) days after said alleged damage shall have been done. Any growing crops or fruit
trees so cut or damaged on said premises in the construction, reconstruction, operation
and maintenance of said transmission lines to remain the property of the owner of said
crops or fruit trees.

It is agreed that part of the within named consideration is in full payment for all
timber cut or to be cut in the initial clearing and construction of said transmission
lines; timber so cut to remain the property of the owner thereof.

The Grantors reserve the right to use the land hereinbefore described upon which
the said transmission line or lines may be erected for agricultural or any other purposes
not inconsistent with the rights hereby granted, provided such use shall not injure or
interfere with the proper operation, maintenance, or repair of, or extensions or additions
to, the said line or lines; and provided further, that no buildings or structures other
than fences may be erected upon the said strip of land.

Because it is recognized that there is the absolute necessity for the Company, in the
safe and proper utilization of the rights, privileges, and interests herein granted, to
have, from time to time and at all times, the following rights, powers, and interests, the
same are hereby expressly granted to the company, to-wit: to, by any action in law, or
in equity, by injunction, ejectment, or otherwise, prevent the erection, or after
erection to cause the removal, of any building or other structures, other than fencing,
on or from said strip whether the offending party be a successor in title to the under-
signed or not.

Said Company shall not be liable for or bound by any statement, agreement or under-
standing not herein expressed.

TO HAVE AND TO HOLD forever, unto said Company, its successors and assigns, the
rights, powers, and interests herein granted, which shall be a covenant running with the
title above described.

IN WITNESS WHEREOF, the said UNDERSIGNED HAS hereunto set his hand and seal, this
the 19th day of Dec. , 1967.

Signed, sealed and delivered in the presence of:

Mrs Edgar J. Martin
C. F. Powell
Notary Public, Georgia, State at Large
My Commission Expires, June 5, 1971
(Notarial Seal Affixed)

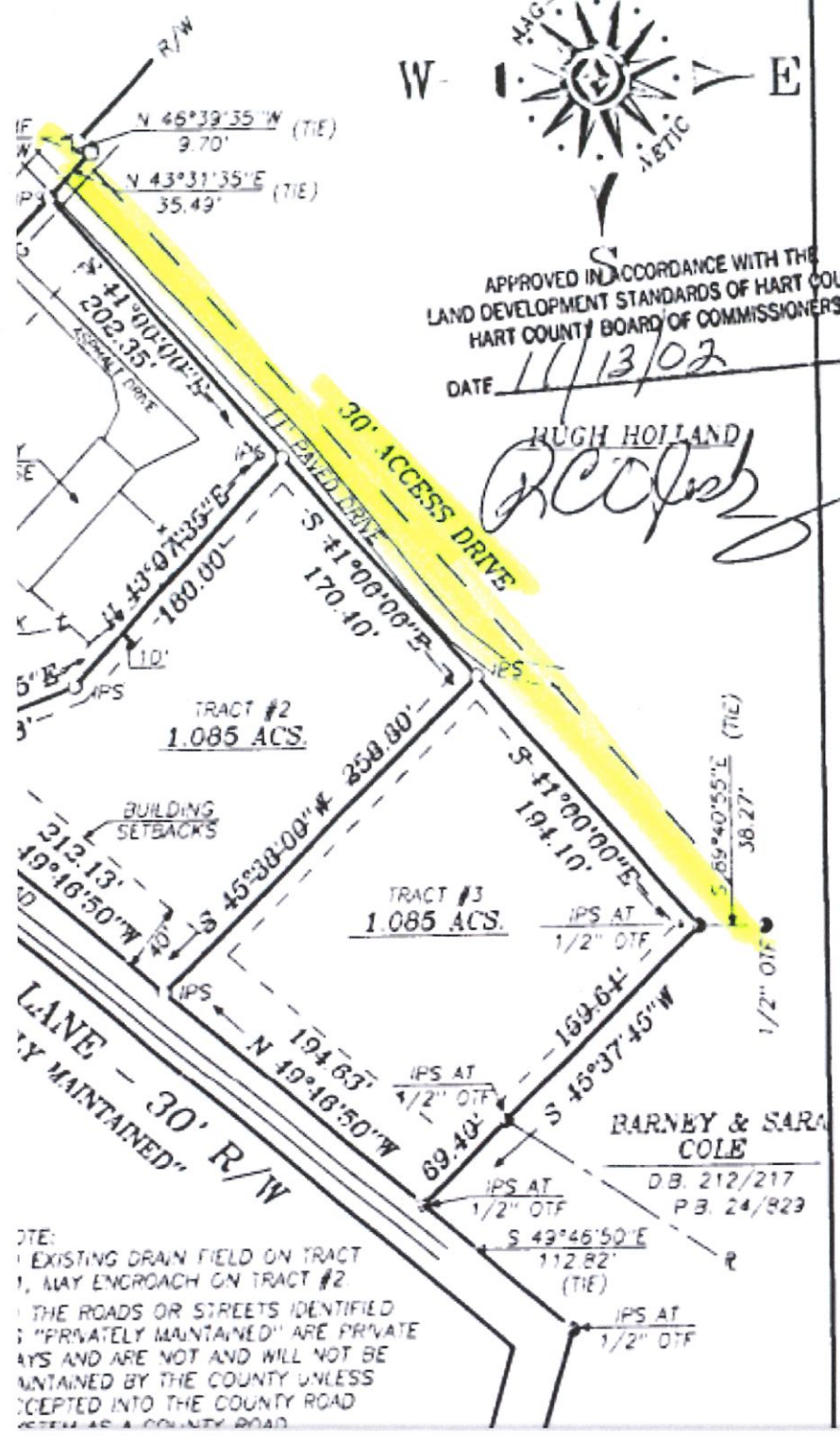
Edgar J. Martin (Seal)

H-6 Edgar J. Martin



APPROVED IN ACCORDANCE WITH THE
LAND DEVELOPMENT STANDARDS OF HART COUNTY
HART COUNTY BOARD OF COMMISSIONERS
DATE 11/13/02

HUGH HOLLAND
[Signature]



NOTE:
 1. EXISTING DRAIN FIELD ON TRACT #1, MAY ENCROACH ON TRACT #2
 2. THE ROADS OR STREETS IDENTIFIED AS "PRIVATELY MAINTAINED" ARE PRIVATE ROADS AND ARE NOT AND WILL NOT BE MAINTAINED BY THE COUNTY UNLESS ACCEPTED INTO THE COUNTY ROAD SYSTEM AS A COUNTY ROAD