



THE BUYING PROCESS

- Elements of an Offer Summary
- ABC's of Agency: Understanding Real Estate Brokerage Relationships in Georgia
- Protect Yourself When Buying a Home
- Exclusive Buyer Brokerage Agreement
- Agreement to Work with Buyer as a Customer
- Sample Purchase and Sale Agreement
- Sample Georgia Power Lease Agreement
- Sample Georgia Power License Agreement (for fee simple properties)
- Georgia Power Company Family Entity Program
- Family Entity Lease Addendum
- Bill of Sale and Transfer of Lease and Improvements
- Flood Hazard Information
- Annual Expense Worksheet
- Vendor List
- Power Lease Lot Tax Recovery

TYPICAL DOCUMENTS FOUND IN AN OFFER

- Purchase and Sale Agreement
- Exhibits
 - Legal Description (warranty deed, Georgia Power Lease, etc.)
 - Seller's Property Disclosure Statement
 - Lead-Based Paint Exhibit
 - Conventional Loan Contingency
- Documents Outside of the Contract
 - Property Plat
 - Personal Property Bill of Sale
- Buyers Brokerage Agreement

PURCHASE & SALE AGREEMENT TERMS

Buyers name: _____

Buyer's email(s): _____

Buyer's address: _____

Buyer's Phone #'s: _____

Purchase Price: _____

Closing Date: _____

Possession: ____ at closing or ____ days after closing (Temporary Occupancy Agreement)

Earnest Money: \$_____ within ____ days of binding agreement date.

Due Diligence Period: ____ days from the Binding Agreement Date

Time limit of offer: ____ o'clock __.m. on the date of _____

Financing: ____ % down at ____% interest for ____ years, financed by _____

Attorney: _____

Personal Property Included in Offer: _____

SPECIAL STIPULATIONS FOR FEE SIMPLE PURCHASE

1. This sale is contingent upon Buyer obtaining a new license agreement for a swim dock and boathouse on the waters of Lake Rabun from Georgia Power Company at closing. If buyer is unable to obtain said license agreement then all earnest money paid shall be refunded to buyer.
2. Seller warrants and represents that all mechanical, plumbing, heating and air conditioning systems, electrical, central vacuum, and all other systems shall be in normal operating condition at the time of closing.
3. Closing shall be on or before ___ days after the end of the Due Diligence Period. Buyer shall take possession of the property at closing.
4. Seller to provide a new survey of the property prior to the end of the Due Diligence Period.
5. Buyer shall have the right to assign this contract prior to Closing to a family LLC or an additional member of the family.

SPECIAL STIPULATIONS FOR LEASEHOLD PURCHASE

1. This sale is contingent upon Buyer obtaining a new lease from Georgia Power Company at closing. If buyer is unable to obtain said lease then all earnest money paid shall be refunded to buyer.
2. The undersigned parties understand and agree that, regardless of its due date, the Georgia Power Lake Lot Assessment shall be considered an annual assessment and shall be pro- rated for the calendar year in which the property is being purchased as per paragraph 4C of this contract.
3. BUYER or SELLER shall pay for a new survey if required by Georgia Power Company to transfer lease.
4. BUYER or SELLER to pay Georgia Power Company transfer fee of \$_____ at time of closing.
5. Seller warrants and represents that all mechanical, plumbing, heating and air conditioning systems, electrical, central vacuum, and all other systems shall be in normal operating condition at the time of closing.
6. Closing shall be on or before ___ days after the end of the Due Diligence Period. Buyer shall take possession of the property at closing.
7. Buyer shall have the right to assign this contract prior to Closing to a family LLC or an additional member of the family.



The ABC's of Agency: Understanding Real Estate Brokerage Relationships in Georgia



2018 Printing

Real estate brokers are licensed professionals trained to help consumers buy, sell, or lease real property. The business relationship between real estate brokers and consumers can take many forms, each of which is called a brokerage relationship. This brochure describes the types of brokerage relationships most commonly offered by real estate brokers. Hopefully, the brochure will make it easier for consumers to make informed choices on how best to work with a real estate broker. It should be noted that real estate brokers are not required to offer all of the brokerage relationships described in this brochure. Instead, each real estate broker is free to decide which of these relationships he or she will offer.

Real Estate Brokerage Generally. As a general rule, only licensed real estate brokers can be paid a fee to help consumers buy, sell, or lease property. Many brokers have licensed real estate salespersons, commonly known as real estate agents, who act on behalf of the broker in helping consumers buy, sell, or lease property. While real estate agents can be employees of the real estate broker, most act as independent contractors. Real estate brokers often incorporate or set themselves up as limited liability companies or partnerships. All brokerage firms, however, are required to have a responsible or a qualifying broker. In the majority of real estate transactions, the consumer interacts only with his or her real estate agent and not the real estate broker. The real estate broker in those instances works behind the scenes to solve problems and support, supervise and assist his or her agents.

Clients vs. Customer. Customer in Brokerage Relationships. All brokerage relationships fall into one of two broad categories: (a) broker-client relationships; and (b) broker-customer relationships. In a broker-client relationship, the real estate broker is representing the client and is acting as his or her legal agent in buying, selling, or leasing property. In Georgia, a broker-client relationship can only be formed by the parties entering into a written agreement. The agreement must explain, among other things, how the broker will be paid, the duty of the broker to keep client confidences, and the types of client or agency relationships offered by the broker.

The other type of brokerage relationship is known as a broker-customer relationship. With this type of relationship, the broker is not representing the customer in a legal or agency capacity. However, the broker can still work with the customer and help him or her by performing what are known as ministerial acts. These include, for example, identifying property for sale or lease, providing pre-printed real estate form contracts, preparing real estate contracts at the direction of the customer, and locating lenders, inspectors, and closing attorneys on behalf of the customer. The different types of brokerage relationships within each of these categories are discussed below.

Broker-Client Relationships:

(a) **Seller Agency/Landlord Agency:** Seller agency occurs when the real estate broker is representing the seller in selling his or her property. This type of brokerage relationship is created by the seller and the broker entering into a written contract known as a listing agreement. The listing agreement gives the broker, commonly referred to as the listing broker, the right to market the property for sale at a specific price and for a defined period of time. If the broker is successful in finding a buyer ready, willing, and able to purchase the property, the broker would normally be paid a fee or commission upon the closing of the transaction. This fee or commission is often shared with other real estate brokers, under what are known as cooperative brokerage agreements, if they or their agents find the buyer. Seller agency is also sometimes called listing agency. Landlord agency is different from seller agency in that the listing broker is assisting the property owner in leasing rather than selling property.

(b) **Buyer Agency/Tenant Agency:** Buyer agency occurs when the real estate broker represents the buyer in locating and assisting the buyer in negotiating for the purchase of property suitable to the buyer. A buyer agency is created when the buyer enters into an agreement commonly known as a buyer brokerage agreement. A real estate broker can be compensated by one party yet represent another party. Therefore, in some buyer brokerage agreements, the fee or commission received by the buyer's broker is actually a portion of the fee or commission paid by the seller to the listing broker. In these situations, the seller also agrees that the listing broker will share the commission or fee with any buyer's broker who finds a buyer ready, willing and able to purchase the property. With some buyer brokerage agreements, the buyer pays a fee or commission directly to his or her broker. Buyer agency is sometimes referred to as buyer brokerage. Tenant agency is different from buyer agency in that the broker is representing a consumer who is seeking to lease rather than purchase property.

(c) Designated Agency: In some real estate transactions, the real estate agent representing the buyer and the real estate agent representing the seller both work for the same broker or brokerage firm. In such a transaction, the broker may allow each agent to exclusively represent their respective clients. This type of brokerage relationship is known as designated agency. In a designated agency transaction, the designated agent for the buyer owes the same duties to the buyer as if the agent was acting only as a buyer's agent. Similarly, the designated agent for the seller owes the same duties to the seller as if the agent was acting only as the seller's agent. With designated agency, each designated agent is prohibited from disclosing to anyone other than his or her broker any information requested to be kept confidential by the client unless the information is otherwise required to be disclosed by law. Therefore, designated agents may not disclose such confidential information to other agents in the company. The broker is also prohibited from revealing any confidential information he or she has received from one designated agent to the other designated agent, unless the information is otherwise required to be disclosed by law. Confidential information is denied as any information that could harm the client's negotiating position which information the client has not consented to be disclosed. In Georgia, designated agency is denied by state statute not to be dual agency.

(d) Dual Agency: Georgia law allows both parties to agree to have one agent or broker represent them in a real estate transaction at the same time. In other words, the agent or broker has a client relationship with all parties to the transaction without acting in a designated agency capacity. In these situations, neither party is exclusively represented by a designated real estate agent. This type of brokerage relationship is called "dual agency".

Georgia law allows real estate brokers to act as dual agents if they first get the written consent of both parties. The written consent must contain the following: (1) a description of the types of transactions in which the licensee will serve as a dual agent; (2) a statement that as a dual agent, the licensee represents two clients whose interests could be different or even adverse; (3) a statement that the dual agent will disclose all adverse material facts regarding the transaction known to the dual agent to all parties to the transaction except for information that is made confidential by request of another client and that is not allowed or required by law to be disclosed; (4) a statement that the licensee will disclose to each client in the transaction the nature of any material relationship the licensee or his or her broker have with other clients in the transaction other than incidental to the transaction; (5) a statement that the client does not have to consent to the dual agency; and (6) a statement that the client's consent has been given voluntarily and that the client has read and understood the brokerage engagement agreement. This special consent is required because of the potential for conflicts of interest in dual agency transactions.

(e) Subagency: Subagency occurs when one real estate broker is appointed by another real estate broker as a subagent to assist the broker in performing its duties. In a typical Subagency transaction, a listing broker practicing Subagency might appoint the broker working with the buyer as his or her subagent. The broker acting as the subagent would work with the buyer but would represent the seller. The buyer then was the customer of the broker acting as a subagent, but the seller would be his or her client. Subagency relationships between real estate brokers in Georgia, while once the norm, are much less common today.

Broker-Customer Relationships:

(a) Transaction Brokerage: A transaction brokerage relationship is one in which a real estate broker or brokers assists both parties in a real estate transaction but does not enter into a client relationship with, nor represents, either party. In a transaction brokerage relationship, the broker treats both parties as customers and can only perform ministerial acts for either party, including the following: (1) identifying property; (2) providing real estate statistics and information of property; (3) providing preprinted real estate form contracts; (4) acting as a scribe in the preparation of form contracts; (5) locating relevant professionals, such as architects, engineers, surveyors, inspectors, lenders, insurance agents, and attorneys; and (6) identifying facilities such as schools, shopping centers, and places of worship.

(b) Brokers May Help Parties Other Than Their Clients: Brokers who represent one party in a real estate transaction as a client can still help the other party in the transaction by performing ministerial duties for the other party (of the type described under transaction brokerage section). When a real estate broker works with a party as a customer or client, the broker may not knowingly give the party false information.

Always Choose a REALTOR®. This brochure has been prepared as a public service by the Georgia Association of REALTORS®. REALTOR® is a registered collective membership mark which may be used only by real estate professionals who are members of the National Association of REALTORS® and subscribe to its strict Code of Ethics.



Protect Yourself When Buying a Home

Suggestions for the Prospective Homebuyer



2018 Printing

This brochure was prepared courtesy of the Georgia Association of REALTORS® to help buyers with the home buying process. The recommendations herein are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Buyers are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected in buying a home.

There are few things in life as exciting as buying a home. However, since homes are one of the largest purchases most of us will ever make, buyers should take reasonable steps to protect themselves in the home buying process. This brochure contains some general suggestions on how buyers can do this.

Read and keep a copy of any signed contract. A purchase and sale agreement is a legally binding contract. It should be read in its entirety by the buyer before it is signed to ensure that it reflects the business agreement of the parties. Verbal promises not included in the contract are generally unenforceable. Buyers should comply with all time deadlines in a contract since missing a deadline can leave the buyer in breach of contract. Getting an early start on arranging such things as inspections and financing is the best way for buyers to avoid missing deadlines. The buyer should also keep a complete copy of any contract that he or she has signed in the event a dispute arises regarding the authenticity of the contract.

Have the home inspected by a professional home inspector. Home inspectors help buyers evaluate the condition of the home based upon one or more visual inspections of the property. Most homes have at least a few items that will need to be repaired and/or replaced. A professional home inspector can assist in identifying these items by performing an inspection of the property. Requests for repairs are normally received more favorably by sellers when the need for the repairs has been documented in the report of a professional home inspector. Many home inspectors are members of professional associations that, among other things, require their members to perform a standardized inspection of the property. Buyers are encouraged to ask inspectors about their qualifications and expertise in inspecting homes before selecting an inspector.

Inspect the neighborhood in which the home is located.

The neighborhood in which a home is located can be as important as the home itself. Buyers should familiarize themselves with the neighborhood in which the homes they are considering buying are located to determine if there are any objectionable conditions nearby. If buyers go far enough away from any home, they will eventually discover some neighborhood condition that they wish were not there. What those conditions are and how far away they need to be from a house before they are no longer a concern is a decision that only the buyer can make. For example, a nearby grocery store may be a convenience for some buyers and a disruptive commercial use for others. Buyers can also contact local governmental planning officials to determine what changes, if any, are anticipated in a neighborhood over time.

Have the home inspected for termites and other wood destroying organisms and obtain an official Georgia Wood Infestation Report that can only be prepared by a licensed pest control company. Buyers should have the home they are buying inspected by a licensed Georgia pest control company for evidence of termites and other wood destroying organisms (including powder post beetles, wood boring beetles, dry wood termites and wood decay fungi). The inspection should be done even if the home has a transferable termite warranty since these warranties normally contain exclusions. As a result, buyers can understand risks they may be assuming in this area by having an inspection performed. Obtaining an official Georgia Wood Infestation Report will identify the areas in the house where there is evidence of both active and previous infestation from termites and other wood destroying organisms. Buyers should also review any termite warranty being transferred by the seller to determine what is covered and the cost of maintaining the warranty. Some termite warranties cover both retreatment and repair while others are limited only to re-treatment.

Thoroughly investigate the property. There are many other tests and studies buyers can do in deciding whether to purchase a property. These include, for example, a radon test to determine if the home has elevated levels of radon, mold tests to determine if the property has high levels of certain kinds of dangerous mold, well water tests when the property is served by well water and septic system inspections when the property is served by a septic system.

Homes should also be tested for lead-based paint. Normally, this is only an issue in homes built prior to 1978 (since after this time lead-based paint sales were prohibited). Ingestion of lead-based paint chips or particles can cause lead poisoning, a serious health condition, particularly in children. Buyers of older homes should read the EPA brochure entitled "Protect Yourself from Lead in Your Home". Renovators of older homes should read the EPA's Renovate Right brochure and other related materials.

Many factors can affect the value of a property and the ability of an owner to use and enjoy it. These include, for example, the school district in which the property is located, whether the property is subject to flooding, the availability and cost of property insurance, whether the property is subject to recorded covenants and the nature of those covenants, the governmental jurisdiction in which the property is located and whether the property is on an historic registry or in a special tax or zoning district. Websites exist to determine if a home was used to illegally manufacture methamphetamine (which generates environmental contaminants) and whether registered sex offenders reside in the neighborhood. Before buying a home, buyers are encouraged to use reasonable diligence to investigate the properties they are buying for issues of special concern to them.

Get a survey of the property. Buyers are encouraged to get surveys of the properties they are considering buying so that they know where the exact boundary lines of the properties are located. Buyers should request that the survey identify the location of any easements of record, whether there are encroachments onto or off of the property and whether the property is in a flood plain. Surveys are not normally done in the sale of condominium units. However, a buyer can review the condominium plat to see the location of the property that is a part of the condominium.

Make sure that an undeveloped lot can be developed. In most parts of Georgia, lots cannot be developed for residential purposes unless they are properly zoned, have access to a public road and are served by water and sewer. If there is no ability to connect the lot to a public sewer, the buyer should verify that the lot can accommodate a septic system. This is done by having a licensed engineer perform a percolation test and evaluate whether the lot is sufficiently large for a septic tank and field to be installed. Similarly, if the lot is serviced by a well or private water system, the buyer should arrange to have the water tested to confirm that it is safe for drinking. Meeting with the local governmental department which issues building permits is a great way to get information about whether and how a vacant lot can be developed.

Buy an Owner's Title Insurance Policy. An owner's title insurance policy protects the buyer if a pre-existing title problem is discovered after the closing. Normally, a title insurance policy is purchased and issued at the closing by the closing attorney. A title problem can be as simple as a neighbor claiming to own a small portion of your property based upon a disputed fence line. However, it can also be a serious problem, such as a forged deed, where you could lose the title to your property. Mortgage lenders require the buyer to pay for title insurance covering the lender's interest in the property. However, in a world where there is an increasing amount of identity theft and the forging of documents, title insurance covering the owner is also recommended. There are different types of title insurance policies offered in Georgia. The most comprehensive are sometimes referred to as "enhanced title policies" and in some cases they protect buyers from title claims arising even after the closing date. Since the premium for title insurance is paid only once, it is recommended that buyers obtain the comprehensive policy.

Consider Purchasing a Home Warranty. Georgia law does not require the seller of either a new or existing home to provide the buyer with a home warranty. If the seller is not offering a warranty, buyers can purchase a limited warranty on both new and existing homes as a part of the purchase of the home. Buyers should review the terms of any warranty that is offered or purchased to understand what it covers and excludes and how to file a claim.

Beware of Cyber Fraud. Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney, and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic webpage of the legitimate company responsible for sending the wiring instructions.

You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney, and/or real estate broker directing you to wire funds to a revised account number. Never verifying wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

Be Careful to Avoid Needless Expenses. Some companies who can appear to the untrained eye to be conducting official government business also charge fees to obtain a recorded or certified copy of the deed. This is an unnecessary expense since the closing attorney normally provides a recorded copy of the deed to the buyer as part of the closing. However, it can take up to a month or two for the closing attorney to get the recorded deed back from the courthouse.

Assume the property you are viewing has audio/video surveillance devices in operation. Surveillance technology has advanced to the point where it cannot be seen and more homes have it than ever before. This means that when buyers tour a property they should act and speak in a manner which reflects that they are being recorded. Conversations should be kept to a minimum and should be of a nature which does not harm the buyer's negotiating position. The property is not the place to discuss the terms of the offer the buyer is considering. Buyers should not do or say anything that could jeopardize the buyer's negotiating position or alienate the seller.

Test Your Drinking Water for Lead. Buyers should test their drinking water to confirm that it does not contain unhealthy levels of lead. Water service lines are sometimes constructed of lead or include lead solder which can leach into the water. Lead is a toxic metal, a strong poison and a serious health hazard, particularly for children. If buyers determine during a due diligence period that there are unhealthy levels of lead in the drinking water, buyers may negotiate for the replacement of water service lines which contain lead.

Choose a REALTOR®. Not all licensed real estate salespersons (or brokers) are REALTORS®. REALTORS® agree to abide by a Code of Ethics in their dealings with buyers and sellers. REALTORS® are members of the National Association of REALTORS® and participate in a local Board of REALTORS®. REALTORS® typically have valuable knowledge regarding the price at which other homes in a neighborhood sold, how to negotiate various terms in a purchase and sale agreement and the features of different homes. REALTORS® can also provide buyers with and help them fill out a pre-printed purchase and sale agreement form. REALTORS® routinely work with and, upon request, can provide buyers with the names of attorneys, mortgage lenders, home inspectors, termite companies and persons providing other services relating to real estate transactions. Therefore, when buyers need help in finding the right home, they should always choose a REALTOR® first!



EXCLUSIVE BUYER BROKERAGE AGREEMENT



2018 Printing

State law prohibits Broker from representing Buyer as a client without first entering into a written agreement with Buyer under O.C.G.A. § 10-6A-1 et. seq.

A. KEY TERMS AND CONDITIONS

<p>1. Exclusive Agreement. For and in consideration of the mutual promises contained herein and other good and valuable consideration; _____ as buyer (hereinafter referred to as "Buyer"), and Harry Norman, REALTORS Luxury Lake and Mountain as broker and its affiliated licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Agreement ("Agreement"), this date of _____.</p>	
<p>2. Term. The term of this Agreement shall begin on the date of _____ ("Starting Date") and shall continue through the date of _____ ("Ending Date").</p>	
<p>3. Independent Contractor Relationship. <i>[Select all which apply. Any section not selected shall not be part of this Agreement]</i> If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the Property, said licensee shall be an <input checked="" type="checkbox"/> Independent contractor OR <input type="checkbox"/> Employee of Broker.</p>	
<p>4. Agency and Brokerage. The following are types of agency relationship(s) NOT offered by Broker: <input type="checkbox"/> seller agency <input type="checkbox"/> buyer agency <input type="checkbox"/> designated agency <input type="checkbox"/> dual agency <input type="checkbox"/> sub-agency <input type="checkbox"/> tenant agency <input type="checkbox"/> landlord agency</p>	
<p>5. Commission. A. Buyer agrees that Broker shall be entitled to the following commission at the closing of the transaction ("Commission"): <i>[Select one or more of the following sections below. The sections not marked shall not be part of this Agreement]</i> <input type="checkbox"/> _____ percent (%) of the sales price; <input type="checkbox"/> \$ _____; <input type="checkbox"/> (other) _____.</p>	<p>B. In the event Seller does not pay the Broker the full amount of the Commission, <input type="checkbox"/> Buyer shall OR <input type="checkbox"/> shall not pay Broker the difference at closing between Broker's Commission and the commission actually paid to Broker.</p>
<p>6. Separate Commission on Lease. If Buyer leases property or enters into a lease/purchase contract during this Agreement, Buyer shall also pay Broker a separate leasing commission (except where the commission is paid by the Landlord) in the amount of \$ _____ and as follows: _____.</p>	
<p>7. Protected Period: The length of the protected period shall be _____ days ("Protected Period").</p>	

B. CORRESPONDING PARAGRAPHS FOR SECTION A.

1. **Exclusive Agreement.** The undersigned buyer ("Buyer" or "Client") hereby agrees to hire the undersigned Broker to act as Buyer's exclusive real estate broker to assist Buyer in locating, and to the extent authorized elsewhere herein, negotiating the purchase or exchange of real property on behalf of Buyer. Buyer warrants that Buyer is not a party to any other current exclusive buyer brokerage engagement agreement and that all previous exclusive buyer brokerage engagement agreements entered into between Buyer and any other real estate brokerage have either been terminated or have expired and not been renewed.

Buyer represents that Buyer has the full authority to enter into this Agreement. This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Broker and Buyer. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

2. Term.

- a. The referenced Term shall be the term of this Agreement, and it shall begin on the referenced Starting Date and shall continue through the referenced Ending Date.
- b. **Extension:** If during the term of this Agreement, Buyer and a prospective seller enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be automatically extended for the number of days that Buyer was under contract.

3. Independent Contractor Relationship. This Agreement shall create an independent contractor relationship between Broker and Buyer. Broker shall at no time be considered an employee of Buyer.

4. Agency and Brokerage.

- a. Unless Broker indicates that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency.
- b. **Dual Agency Disclosure.** *[Applicable only if Broker's agency policy is to practice dual agency]* If Buyer and a prospective seller are both being represented by the same Broker, Buyer is aware that Broker will be acting as a dual agent in that transaction and consents to the same. Buyer has been advised that:
 - (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
 - (3) Buyer does not have to consent to dual agency and, the consent of Buyer to dual agency has been given voluntarily and Buyer has read and understands the brokerage engagement agreement.
 - (4) Notwithstanding any provision to the contrary contained herein, Buyer hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect Buyer's negotiating position.
 - (5) Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Buyer enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Buyer a disclosure of the nature of such relationship.
- c. **Designated Agency Disclosure.** *[Applicable only if Broker's agency policy is to practice designated agency.]* Buyer does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Buyer and a prospective seller. With designated agency, the Broker assigns one or more of its affiliated licensees exclusively to represent a prospective seller and one or more of its other affiliated licensees exclusively to represent Buyer.

5. Commission.

- a. **Broker's Entitlement to Commission:** If during the term of this Agreement (or during the Protected Period after the termination or expiration of this Agreement) Buyer enters into a contract for the purchase and sale (including a Lease/Purchase Contract), option (including a Lease/Option Contract), or exchange of real property, with the seller thereof, Buyer agrees that Broker shall be entitled to the commission as agreed in section "A" at the closing of the transaction ("Commission").
- b. While not required, the custom in Georgia is for the seller to pay the commissions of the real estate brokers. This obligation is usually created in a listing agreement between the seller and the listing broker. Generally, these agreements require the listing broker to share the commission it receives with the selling broker working with or representing the buyer in the transaction. In the event Seller does not pay the Broker the full amount of the Commission, Commission will be paid by the Buyer as agreed in section "A".
- c. **Commission on Property Sold For Sale By Owner ("FSBO"):** In the event Buyer purchases property that is being sold by owner ("FSBO") without a broker and the owner is unwilling to pay Broker its Commission at or before the closing, Buyer agrees to pay Broker its Commission at or before the closing.
- d. **Buyer Default:** Buyer agrees to immediately pay Broker its Commission in the event any of the following occur:
 - (1) Buyer defaults under a contract to purchase (or exchange) real property under which Broker would have been paid a commission had the transaction closed;
 - (2) Without the prior consent of Broker, Buyer agrees with a seller to mutually terminate a contract to purchase or exchange real property under which Broker would have been paid a commission had the transaction closed; or
 - (3) Buyer defaults under this Agreement resulting in Broker not being paid a commission to which Broker would otherwise have been entitled.

6. Separate Commission on Lease. Notwithstanding the above, if Buyer leases property or enters into a lease/purchase contract during this Agreement, Buyer shall also pay Broker a separate leasing commission (except where the commission is paid by the Landlord) in the amount as indicated in section "A". Notwithstanding any provision to the contrary contained herein, the payment of a leasing commission (including in lease purchase transactions) shall not relieve either Seller or Buyer from paying any sales commission they may owe in a purchase and sale transaction.

7. **Protected Period.** In the event that during the Protected Period, as that term is defined below, following termination or expiration of this Brokerage Agreement, Buyer purchases, options or contracts to purchase or exchange, or contracts to purchase ownership interest in a legal entity which owns, leases or lease purchases any property which during the term of this Agreement was submitted to, identified or shown to Buyer by Broker or for which Broker provided information about to Buyer, then notwithstanding any provision to the contrary contained herein, Buyer shall pay Broker at closing or the commencement of any lease, if applicable, the commission or commissions set forth above. The term "Protected Period" shall refer to the period following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Buyer. In addition, if this Agreement is terminated by Buyer without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days remaining on the term of the Agreement at the time it was terminated early without the express written consent of Broker. In such event, the Protected Period shall commence from the date this Agreement was terminated early without the express, written consent of Broker. For the purposes of this paragraph, the term "Buyer" shall include Buyer, all members of the Buyer's immediate family, any legal entity in which Buyer or any member of Buyer's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties. Rights and obligations set forth herein shall survive the termination or expiration of this Agreement.

C. OTHER TERMS AND CONDITIONS

1. **Broker's Duties to Buyer.** Broker's sole duties to Buyer shall be to:
 - a. make all disclosures required by law;
 - b. attempt to locate property suitable to Buyer for purchase;
 - c. comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq; and
 - d. assist, to the extent requested by Buyer, in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement.
2. **Buyer's Duties.** Buyer agrees to:
 - a. be reasonably available to see property with Broker or property for which Broker has arranged Buyer to see;
 - b. timely respond to communications from Broker;
 - c. provide Broker with accurate and complete information;
 - d. inspect and become familiar with any potentially adverse conditions and conditions of special concern to Buyer relating to the physical condition of any property in which Buyer becomes interested, any improvements located thereon and the neighborhood surrounding such property;
 - e. become familiar with the terms of any purchase agreement and other documents which Buyer may sign and comply with the duties and deadlines contained therein;
 - f. work exclusively with Broker (and not with any other real estate broker or licensee) in identifying, previewing and seeing property for purchase by Buyer (since if Buyer identifies, previews or sees property with another broker or fails to disclose to the listing broker that Buyer is working with Broker) a commission will likely not be paid to Broker by the listing broker and Buyer shall be responsible for the same;
 - g. disclose to Broker at the commencement of this Agreement whether Buyer previously worked with any other real estate broker and the addresses of the properties, if any, Buyer made an offer to purchase or for which Buyer may owe a commission to another broker if Buyer now purchases; and
 - h. not contact or see a property listed For Sale By Owner ("FSBO") without first giving Broker a reasonable opportunity to contact the owner and attempt to enter into an agreement with the owner to pay Broker a commission should Buyer purchase the owner's property.
3. **Fair Housing Disclosure.** Buyer acknowledges that Broker is committed to providing equal housing opportunities to all persons. While Broker may show Buyer properties of a type or in any specific geographical area requested by Buyer, Broker may not steer buyers to particular areas based upon race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
4. **Limits on Broker's Authority and Responsibility.** Buyer acknowledges and agrees that Broker:
 - a. may show property in which Buyer is interested to other prospective buyers;
 - b. shall not be responsible to advise Buyer on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. Buyer acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to property and that such tasks clearly fall outside the scope of real estate brokerage services;
 - c. shall owe no duties to Buyer nor have any authority on behalf of Buyer other than what is set forth in this Agreement;
 - d. shall not be responsible for insuring that Buyer complies with the duties and deadlines contained in any purchase agreement entered into by Buyer and that Buyer shall be solely responsible for the same; and
 - e. shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars;

- f. shall be held harmless by Buyer from any and all claims, causes of action, or damages arising out of or relating to:
 - (1) inaccurate and/or incomplete information provided by Buyer to Broker;
 - (2) earnest money handled by anyone other than Broker; or
 - (3) any injury to persons and/or loss of or damage to property.
- g. shall have no authority to bind Buyer to any contract or agreement.

5. Disclosures.

- a. Broker agrees to keep confidential all information which Buyer asks to be kept confidential by express request or instruction unless the Buyer permits such disclosure by subsequent word or conduct or such disclosure is required by law. Buyer acknowledges, however, that Seller and Seller's broker may possibly not treat any offer made by Buyer (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Buyer.
- b. Broker may not knowingly give false information.
- c. In the event of a conflict between Broker's duty not to give false information and the duty to keep the confidences of Buyer, the duty not to give false information shall prevail.
- d. Unless specified below, Broker has no other known agency relationships with other parties that would conflict with any interests of Buyer (except that Broker may represent other buyers, sellers, tenants and landlords in buying, selling or leasing property.)

6. Disclosure of Potentially Fraudulent Activities.

- a. To help prevent fraud in real estate transactions, Buyer does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
 - (1) Governmental officials, agencies and/or authorities and/or
 - (2) Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company (and/or their agents and representatives) could potentially be harmed if the activity was in fact fraudulent or illegal.
- b. Buyer acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Buyer acknowledges that:
 - (1) Activities which are fraudulent or illegal may be undetected by Broker; and
 - (2) Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.

- 7. Arbitration.** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.

- 8. Referrals.** Should Buyer seek to purchase real property in an area with which Broker is unfamiliar or for the sale of Buyer's property, Buyer hereby authorizes Broker to refer Buyer to another broker or licensee for brokerage or relocation services. Buyer acknowledges and agrees that Broker may receive a valuable consideration for the referral.

- 9. No Imputed Knowledge.** Buyer acknowledges and agrees that with regard to any property in which Buyer develops an interest, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.

- 10. Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

- 11. Survival.** The commission rights of Broker and the commission obligations of Buyer set forth herein shall survive termination or expiration of this Agreement.

- 12. Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Buyer. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

13. GAR Forms. The Georgia Association of REALTORS®, Inc. ("GAR") makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS® with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

14. Notices.

- a. Communications Regarding Real Estate Transactions: Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
- b. Notices between Broker and Client Regarding this Agreement: Client and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

15. Time of Essence. Time is of the essence of this Agreement.

16. Beware of Cyber Fraud. Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

17. Brochures. Brochures referenced herein are prepared courtesy of the Georgia Association of REALTORS®. The recommendations are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Buyers are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

The following Brochures and/or Exhibits have been received by the Buyer(s):

- ☒ GAR B2 – Protect Yourself When Buying a Home
- ☐ GAR B3 – Protect Yourself When Buying a Home to be Constructed
- ☐ GAR B4 – What to Consider When Buying a Home in a Condominium
- ☐ GAR B5 – What to Consider When Buying a Home in a Community with a Homeowners Association (HOA)
- ☐ GAR B6 – What Buyers and Sellers Should Know About Short Sales and Distressed Properties
- ☐ GAR B7 – What Buyers Should Know About Flood Hazard Areas and Flood Insurance
- ☒ GAR B9 – The ABC's of Agency
- ☐ GAR B10 – Mold Pamphlet
- ☐ GAR B11 – Lead Based Paint Pamphlet
- ☐ GAR F19 – Retainer Fee Exhibit

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

Additional Special Stipulations ☐ are or ☐ are not attached.

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT: (1) BUYER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) BUYER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) BUYER IS NOT SUBJECT TO A CURRENT BUYER BROKERAGE AGREEMENT WITH ANY OTHER BROKER.

BUYER'S ACCEPTANCE AND CONTACT INFORMATION

1 Buyer's Signature

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address _____

2 Buyer's Signature

Print or Type Name _____ Date _____

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address _____

Additional Signature Page (F151) ☐ is ☐ is not attached.

BROKER / BROKER'S AFFILIATED LICENSEE CONTACT INFORMATION

Harry Norman, REALTORS Luxury Lake and Mountain
Selling Broker

Broker/Affiliated Licensee Signature

Print or Type Name _____ Date _____

Licensee's Phone Number _____ Fax Number _____

Licensee's E-mail Address _____

GA Real Estate License Number _____

Rabun County Board of Realtors
REALTOR® Membership

Hert-01 _____ H-60396 _____
MLS Office Code Brokerage Firm License Number

706 212-0228
Broker's Phone Number Fax Number

Broker's Address

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY BUYER.

The above Agreement is hereby accepted, _____ o'clock _____ .m., on the date of _____.



AGREEMENT TO WORK WITH BUYER AS A CUSTOMER



2018 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, _____ as buyer ("Buyer") and _____ as broker and its affiliated licensees (hereinafter collectively referred to as "Broker") do hereby enter into this agreement ("Agreement") this date of _____.

1. **Agreement to Work with Buyer as Customer.** Buyer hereby agrees to work with Broker in locating real property to purchase suitable to Buyer's needs. In working with Buyer, Broker shall not be representing Buyer as a client but shall only be working with Buyer as a customer. As a customer, Broker cannot represent or advise Buyer on brokerage matters as Broker would be able to do if Broker were representing Buyer but can only perform ministerial tasks on behalf of Buyer. The terms "client", "customer" and "ministerial acts" shall have the meaning that they have in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.). Buyer or Broker can terminate this Agreement at any time upon written or electronic notice to the other party.
2. **Customer Acknowledgement Regarding Commission to Broker.** Broker will have the right to share in the commission being paid to the listing broker on any property purchased by Buyer if Broker is the procuring cause of the sale (or if Broker would have been the procuring cause but for Customer's abandonment of Broker in the transaction).
3. **Arbitration.** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.
4. **Limitation Against Liability.** Broker shall, under no circumstances, have any liability to Customer greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars.
5. **Receipt by Buyer of Consumer Protection Brochures.** Brochures referenced herein are prepared courtesy of the Georgia Association of REALTORS®. The recommendations are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Buyers are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

The following Brochures and/or Exhibits have been received by the Buyer(s): (Check all that apply. Any box not checked means the Buyer(s) has not received that brochure or other consumer information)

- ☐ GAR B2 – Protect Yourself When Buying a Home
- ☐ GAR B3 – Protect Yourself When Buying a Home to be Constructed
- ☐ GAR B4 – What to Consider When Buying a Home in a Condominium
- ☐ GAR B5 – What to Consider When Buying a Home in a Community with a Homeowners Association (HOA)
- ☐ GAR B6 – What Buyers and Sellers Should Know About Short Sales and Distressed Properties
- ☐ GAR B7 – What Buyers Should Know About Flood Hazard Areas and Flood Insurance
- ☐ GAR B9 – The ABC's of Agency
- ☐ GAR B10 – Mold Pamphlet
- ☐ GAR B11 – Lead Based Paint Pamphlet
- ☐ GAR F19 – Retainer Fee Exhibit

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Elizabeth Duncan 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.

6. **Fair Housing Disclosure.** Buyer acknowledges that Broker is committed to providing equal housing opportunities to all persons. While Broker may show Buyer properties of a type or in any specific geographical area requested by Buyer, Broker may not steer buyers to particular areas based upon race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
7. **Beware of Cyber Fraud.** Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT: (1) BUYER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) BUYER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) BUYER IS NOT SUBJECT TO A CURRENT BUYER BROKERAGE AGREEMENT WITH ANY OTHER BROKER.

Selling Broker

1 Buyer's Signature

Broker/Affiliated Licensee Signature

Print or Type Name

Print or Type Name

GA Real Estate License #

2 Buyer's Signature

Licensee's Phone Number

Fax Number

Print or Type Name

Licensee's E-mail Address

Additional Signature Page (F151) ☐ is ☐ is not attached.

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

Brokerage Firm License Number

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY BUYER.

The above Agreement is hereby accepted, _____ o'clock _____.m., on the date of _____.



PURCHASE AND SALE AGREEMENT

Offer Date: _____



2018 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: _____
City _____, County _____, Georgia, Zip Code _____
MLS Number: _____ Tax Parcel I.D. Number: _____

b. Legal Description: The legal description of the Property is *[select one of the following below]*:

- ☒ (1) attached as an exhibit hereto;
☐ (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**
☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. Purchase Price of Property to be Paid by Buyer.
\$ _____

3. Closing Costs.
Seller's Contribution at Closing: \$ _____

4. Closing and Possession.

Closing Date shall be _____ with possession of the Property transferred to Buyer
☐ at Closing **OR** ☐ _____ days after Closing at _____ o'clock ☐ AM ☐ PM (attach F140 Temporary Occupancy Agreement).

5. Holder of Earnest Money ("Holder"). (If Holder is Closing Attorney, F84(A) must be attached as an exhibit hereto, and F84(B) must be signed by Closing Attorney.)

Harry Norman, REALTORS Luxury Lake and Mountain

6. Closing Attorney/Law Firm.

7. Earnest Money. Earnest Money shall be paid by ☒ check ☐ cash or ☐ wire transfer of immediately available funds as follows:

- ☐ a. \$ _____ as of the Offer Date.
☒ b. \$ _____ within _____ days from the Binding Agreement Date.
☐ c. _____

8. Inspection and Due Diligence.

- a. Due Diligence Period:** Property is being sold subject to a Due Diligence Period of _____ days from the Binding Agreement Date.
b. Option Payment for Due Diligence Period: In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay Seller additional option money of \$ _____ by ☐ check or ☐ wire transfer of immediately available funds either ☐ as of the Offer Date; **OR** ☐ within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. Lead-Based Paint. To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☐ was (attach F54 Lead-Based Paint Exhibit) **OR** ☐ was not built prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Selling Broker is Harry Norman, REALTORS Luxury Lake and Mountain **and is:**

- (1) ☐ representing Buyer as a client.
(2) ☐ working with Buyer as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. Listing Broker is Harry Norman, REALTORS Luxury Lake and Mountain **and is:**

- (1) ☐ representing Seller as a client.
(2) ☐ working with Seller as a customer.
(3) ☐ acting as a dual agent representing Buyer and Seller.
(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:

11. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____ m. on the date _____.

Buyer(s) Initials _____ Seller(s) Initials _____

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. Purchase Price to be Paid by Buyer. The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. Closing Costs.

- a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
- b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
- c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing.

4. Closing and Possession.

- a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. **Keys and Openers:** At time of possession, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property. If Buyer's possession is after closing, Seller shall provide Buyer with one set of keys to the Property at closing and all keys at the time of possession.

5. Holder of Earnest Money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. Closing Attorney/Law Firm. Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

7. Earnest Money.

- a. Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
- b. Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. If Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Buyer and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Buyer.
- c. Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
- d. Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. Inspection and Due Diligence.

- a. Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at www.dea.gov.
- b. Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
- c. Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- d. Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
 - (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of \$10 for the granting of the option.
 - (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.
 - (3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.
- e. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. **Lead-Based Paint.** If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

10. **Brokerage Relationships in this Transaction.**

a. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) **No Agency Relationship:** Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) **Consent to Dual Agency:** If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. **Dual Agency Disclosure:** *[Applicable only if Broker is acting as a dual agent in this transaction.]*

- (a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
- (c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
- (d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. **Designated Agency Disclosure:** If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. **Brokerage:** Seller has agreed to pay Listing Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). The Listing Broker has agreed to share that commission with the Selling Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein.

c. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.

11. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. **OTHER TERMS AND CONDITIONS**

1. **Notices.**

a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.

b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).

c. When Broker Authorized to Accept Notice for Client: Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. Default.

- a. Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
- c. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. Risk of Damage to Property. Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement) as on the Binding Agreement Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. Seller shall deliver Property clean and free of trash and debris at time of possession. Notwithstanding the above, if the Property is destroyed or substantially damaged prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Binding Agreement Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Binding Agreement Date and a new certificate of occupancy (if required) is issued.

4. Other Provisions.

- a. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.
- b. Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- c. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- d. Time of Essence:** Time is of the essence of this Agreement.
- e. Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
- f. Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- g. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- h. Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
- i. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

- j. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- k. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party.
- l. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.

5. **Beware of Cyber Fraud.** Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

6. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ All Cash Sale Exhibit (F79) " _____ "
- ☐ Back-up Agreement Contingency Exhibit (F91) " _____ "
- ☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F84(A)) " _____ "
- ☐ Condominium Resale Purchase and Sale Exhibit (F33) " _____ "
- ☐ Conventional Loan Contingency Exhibit (F64) " _____ "
- ☐ FHA Loan Contingency Exhibit (F63) " _____ "
- ☐ Lead-Based Paint Exhibit (F54) " _____ "
- ☐ Lease Purchase and Sale Exhibit (F29) (to be used with F30) " _____ "
- ☐ Lease for Lease/Purchase Agreement (F30) (to be used with F29) " _____ "
- ☐ Legal Description Exhibit (F147) " _____ "
- ☐ Loan Assumption Exhibit (F61) " _____ "
- ☐ Payment of Community Association Fees, Disclosures and Related Issues Exhibit (F55) " _____ "
- ☐ Sale or Lease of Buyer's Property Contingency Exhibit (F90) " _____ "
- ☐ Seller's Property Disclosure Statement Exhibit (F50, F51, F52 or F53) " _____ "
- ☐ Survey of Property as Exhibit " _____ "
- ☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F140) " _____ "
- ☐ USDA-RD Loan Contingency Exhibit (F78) " _____ "
- ☐ VA Loan Contingency Exhibit (F65) " _____ "
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. Seller agrees that as of the date of the transfer of possession of the Property, the Property shall have been thoroughly cleaned with all trash and debris removed from the Property, including the basement, attic, garage, other storage spaces and the yard. All non-carpeted floor shall have been swept, all carpets vacuumed, all cabinets, counter-tops and ceiling fan wiped down, all appliances cleaned free of dirt, grease and grime, and all bathroom sinks, commodes, showers and bathtubs cleaned with a bathroom cleaner. Seller shall not leave any personal property of Seller in or on the Property, including the basement, attic, garage, other storage spaces and the yard, provided that any usable paint, tile, tile grout, roofing shingles, bricks, siding, moldings and other building materials or wallpaper that matches and presently used on or in the Property shall remain with the Property.

Additional Special Stipulations ☐ are or ☐ are not attached.

Buyer Acceptance and Contact Information**1 Buyer's Signature**_____
Print or Type Name Date_____
Buyer's Address for Receiving Notice_____
Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work_____
Buyer's E-mail Address**2 Buyer's Signature**_____
Print or Type Name Date_____
Buyer's Address for Receiving Notice_____
Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work_____
Buyer's E-mail AddressAdditional Signature Page (F149) ☐ is ☐ is not attached.**Selling Broker/Affiliated Licensee Contact Information**_____
Harry Norman, REALTORS Luxury Lake and Mountain
Selling Brokerage Firm_____
Broker/Affiliated Licensee Signature Date_____
Print or Type Name GA Real Estate License #_____
Licensee's Phone Number Fax Number_____
Licensee's E-mail Address_____
GMLRA
REALTOR® Membership_____
141 South Main ST
Broker's Address_____
Clayton, GA 30525_____
(706) 212-0228 (706) 212-0161
Broker's Phone Number Fax Number_____
Hert-01 H-60396
MLS Office Code Brokerage Firm License Number**Seller Acceptance and Contact Information****1 Seller's Signature**_____
Print or Type Name Date_____
Seller's Address for Receiving Notice_____
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work_____
Seller's E-mail Address**2 Seller's Signature**_____
Print or Type Name Date_____
Seller's Address for Receiving Notice_____
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work_____
Seller's E-mail AddressAdditional Signature Page (F149) ☐ is ☐ is not attached.**Listing Broker/Affiliated Licensee Contact Information**_____
Harry Norman, REALTORS Luxury Lake and Mountain
Listing Broker Firm_____
Broker/Affiliated Licensee Signature Date_____
Print or Type Name GA Real Estate License #_____
Licensee's Phone Number Fax Number_____
Licensee's Email Address_____
GMLRA
REALTOR® Membership_____
141 South Main ST
Broker's Address_____
Clayton, GA 30525_____
(706) 212-0228 (706) 212-0161
Broker's Phone Number Fax Number_____
Hert-01 H-60396
MLS Office Code Brokerage Firm License Number**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of _____
and has been filled in by _____.

Special Stipulation No. 1 hereof terminates the existing lease recorded at Deed Book _____, page _____, RABUN County records.

Please cross reference to lease recorded at Deed Book _____, page _____, RABUN County, Georgia records.

Lease Agreement

STATE OF GEORGIA
COUNTY OF RABUN

NOTE: In your correspondence
regarding this lease
Please refer to
File No. 46-5-

THIS LEASE AGREEMENT ("Lease") made and entered into this day of December 28, 2017 between GEORGIA POWER COMPANY, 241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, ("Lessor") and _____, ("Lessee.")

WITNESSETH:

WHEREAS, Lessor is the owner and developer of a hydroelectric development (the "Development") in Rabun County, Georgia and has constructed, in connection with said development, a dam known as Burton Dam (the "Dam") and backed up and impounded waters thereby making a reservoir known as Lake Burton, ("the Reservoir") (the Dam and Reservoir together with all other land from time to time located within Lessor's Federal Energy Regulatory Commission LAKE BURTON Project, being sometimes hereinafter collectively called the "Project"), the waters of which are used and intended to be used by Lessor in its general business of generating and transmitting electrical energy for use at various places in the State of Georgia and elsewhere; and

WHEREAS, Lessee desires to construct or maintain in proximity to the Reservoir a residence or cottage and desires to use the waters of the Reservoir for fishing, boating, swimming or other general recreational purposes; and

WHEREAS, Lessor, while not expressly inviting the use of the Reservoir and the Project for the foregoing named purposes, does not object thereto insofar as such activities do not interfere with its operation of the Development, and insofar as such activities will not interfere with any operation which Lessor may later make of the Development or of the Project; and

WHEREAS, Lessee desires to lease from Lessor certain property in proximity to the Reservoir as is more fully hereinafter described.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Lessor does hereby let and lease to Lessee and Lessee, subject in all respects to the terms, covenants and conditions of this Lease, does hereby take and hire from Lessor, that certain tract or parcel of land more particularly described below (the "Premises"). No easement for light and air is included in the Premises.

All that tract or parcel of land lying and being in Land Lot _____ of the _____ District of _____ County, Georgia, being more fully shown on Exhibit "A" attached hereto and made a part hereof. Said parcel known as Lot _____, Area _____ of the Georgia Power Company Recreational Development.

(SPECIAL CONDITION): Lessee, its successors and assigns (without Lessor in any way waiving the provisions of Paragraph 7 below) take and hire the Premises from Lessor with the express understanding that in the event Lessor desires the use of the Premises for any purpose in connection with any present or future Project operations of Lessor as now being conducted or as conducted in the future, this Lease and all rights hereunder of Lessee, Lessee's family, guests, invitees, visitors, agents, employees, contractors, successors, assigns and sub-tenants (without Lessor in any way waiving the provisions of Paragraph 7 below) (Lessee and such others hereinafter collectively called "Lessee's Users") shall be terminated by written notice from Lessor to Lessee, as provided in Paragraph 20 below, and all buildings, structures, improvements and possessions of Lessee's Users (collectively, "Lessee's Property") [including, without limitation, the "Structure", the "Facilities" (as those terms are hereinafter defined), docks, boathouses, seawalls, and any septic tank or other sewage disposal facilities] located, kept, erected, constructed or maintained in, at or upon the Premises or the Project or the Reservoir (without hereby granting Lessee any right to so locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project) shall be forthwith removed as provided in Subparagraph 20(a) below. All costs incurred in removal of Lessee's Property shall be borne by Lessee, and Lessee covenants and agrees not to resist or assail the exercise of the rights reserved to Lessor by this special condition.

1. The term of this Lease begins on the _____ day of _____, _____, and ends on the _____ day of _____, _____, (the "Term") unless sooner terminated in accordance with the terms hereof.

Upon written notice not less than 90 days, and not more than 180 days, prior to the expiration of the Term by passage of time and provided no default of Lessee has then occurred and remains uncured, this Lease may be renewed at the option of Lessee for an additional period not to exceed fifteen (15) years subject to and upon the then current policies, rules, regulations, forms (including without limitation lease forms), rental rates, transfer fees, and renewal fees established by Lessor.

2. Lessee agrees to pay to Lessor, as annual rental for the Premises, at the address set forth above or such other address as is from time to time specified by Lessor, on or before

ANNIVERSARY DATE

each year, in advance, during the Term,

the sum of	<u>1100.00</u>	DOLLARS for the period of	<u>2018</u>	, to	<u>2023</u>	; and
the sum of	<u>1200.00</u>	DOLLARS for the period of	<u>2023</u>	, to	<u>2028</u>	; and
the sum of	<u>1300.00</u>	DOLLARS for the period of	<u>2028</u>	, to	<u>2033</u>	; and
the sum of		DOLLARS for the period of	<u>2023</u>	, to		.

All payments of rent shall be made with good and sufficient funds.

3. Subject to the terms and conditions of this Lease, Lessee shall, at Lessee's sole cost and expense, maintain upon the Premises at all times during the Term one (1) and only one (1) private residential dwelling (the "Structure") of not less than nine hundred (900) enclosed, interior square feet (or such larger square footage as shall be required by applicable laws, rules or regulations), with sanitary facilities, approved by Lessor and acceptable to and approved as required by all governmental agencies having jurisdiction over the Premises; provided, however that if no such Structure exists on the Premises as of the date of this Lease, Lessee, at Lessee's sole cost and expense, shall construct, within two (2) years from the date of this Lease, a Structure complying with the foregoing (and a failure to complete such Structure within such time period shall be a default by Lessee under this Lease). Lessee agrees not to transfer or assign this Lease prior to completion of construction of such Structure, and Lessee acknowledges that transfers and assignments are further restricted as set forth in Paragraph 7 of this Lease. Lessee shall also have the right to construct accessory facilities (individually, a "Facility", any two or more collectively the "Facilities"), for use solely with the Structure, of such type and construction as are normally incident to a private recreational home site, of a nature similar to the Structure, including without limitation a bored or drilled well.

Lessee shall cause the plans for Lessee's Property to comply with, and shall cause all Lessee's Property to comply with, the following: (a) all zoning, building, fire, health and sanitary codes and regulations, and (b) any other codes or regulations applicable to Lessee's Property. The Structures and each Facility shall be constructed and installed in strict accordance with the plans therefor approved by Lessor. In addition to and not in limitation of the foregoing, DESIGN AND LOCATION PLANS FOR EACH SUCH STRUCTURE AND FACILITY (AND FOR ANY CHANGES IN THE LOCATION OR DESIGN THEREOF AND FOR ANY CHANGES, ADDITIONS, RESTORATION OR REPLACEMENTS THEREOF OR THERETO) MUST BE SUBMITTED TO LESSOR IN WRITING FOR APPROVAL, AND LESSOR'S WRITTEN APPROVAL OF SUCH PLANS MUST BE OBTAINED BY LESSEE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. LESSOR MAY GRANT OR WITHHOLD SUCH APPROVAL IN LESSOR'S SOLE DISCRETION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, APPROVAL MAY BE WITHHELD IN THE EVENT THE STRUCTURE OR FACILITY DOES NOT CONFORM TO THE OVERALL ARCHITECTURAL SCHEME OF THE PROJECT, AS DETERMINED BY LESSOR, OR FAILS TO COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS RESPECTING THE PREMISES.

No improvements of any sort or nature, other than the Structure and the Facilities, and no temporary structures of any kind, shall be erected or maintained on the Premises.

Lessor's approval of any Facility, or any changes, additions or replacements to any Facility or Structure, may include without limitation a requirement that the same be completed within a specified time period (and a failure to complete within such time period shall be a default by Lessee under this Lease). In no event shall any approval by Lessor of any plans under this Lease constitute, or be construed as constituting, (i) any warranty or certification by Lessor of the engineering or architectural adequacy, sufficiency, feasibility, or soundness of such plans, or (ii) any waiver, release, or discharge by Lessor of Lessee with respect to any liability Lessee may have to Lessor at law, in equity or otherwise, or (iii) any release or waiver by Lessor of the obligation of Lessee to cause all plans to comply with all zoning, building, fire, health and sanitary codes and regulations and any other codes or regulations applicable to Lessee's Property. It is further understood and agreed that should Lessee fail to construct or maintain an approved Structure on the Premises as required by this Paragraph, Lessor may, at its option, cancel this Lease as herein provided for default of Lessee. At all times during the Term, Lessee shall, at Lessee's sole cost and expense, maintain in good order and repair (including without limitation all necessary replacements) Lessee's Property. In the event the Structure is damaged or destroyed by any cause whatsoever, Lessee shall complete construction of the approved restoration or an approved replacement Structure as soon as practicable, but in all events within one (1) year from the date of such damage or destruction. Unless approved in writing by Lessor (which approval may be granted or withheld in Lessor's sole discretion), in no event shall Lessee construct, reconstruct or renovate any Structure or Facility in such a manner that any Structure or Facility is located in whole or in part less than Fifty (50) feet upland from the shoreline of the Reservoir or located in whole or in part within the Project.

4. (a) Lessee shall, at Lessee's own cost and expense, provide and maintain in good order and repair (including without limitation replacements) an adequate septic tank or other sewage disposal facilities acceptable to Lessor and approved by all governmental authorities having jurisdiction of the Premises. Lessee shall not permit the discharge of sewage or other objectionable matter in the waters of the Project.

(b) Lessee shall, at Lessee's own cost and expense, provide and maintain in good order and repair (including without limitation replacements) adequate garbage or refuse containers and disposal facilities within, for and upon the Premises or shall use public facilities provided for the Premises, and shall not place, or permit to be placed, garbage or refuse, upon the Premises, or on property of other tenants of Lessor in the Project, or on other property of Lessor in the Project.

(c) In Lessee's use and enjoyment of the Premises and of Lessee's rights under this Lease, Lessee shall comply with, and shall cause the Premises to comply with, all federal, state and local statutes, laws, rules and regulations which affect the Project and Premises.

5. Lessee shall neither use nor allow the Premises to be used in such a manner as to endanger health, create a risk of uncontrolled fire, create a nuisance (including but not limited to large fires), conduct or permit any loud or boisterous activities (including but not limited to barking dogs or other irritating noises) which could interfere with the quiet and peaceful enjoyment of the recreational property of Lessor associated with the Development, or otherwise be incompatible with overall Project use. Lessee's Users shall abide by, and shall not use the Premises in violation of, such reasonable rules and regulations as Lessor may now or hereafter publish and promulgate with respect to the Project and the tenants and users thereof. Lessee acknowledges and agrees that the rules and regulations may impose reasonable monetary fines for the failure of Lessee's Users to abide by the terms of this Lease and the rules and regulations from time to time published by Lessor.

6. Lessee shall use Lessee's best efforts and all necessary precautions to protect the environmental features of the Project including, without limitation, cooperating with Lessor and all governmental authorities having jurisdiction over the Project in taking measures to prevent soil erosion, to protect existing vegetative cover and to protect water quality in and of the Reservoir.

7. Lessee shall not assign this Lease, or any right of Lessee hereunder, or sublet all or any portion of the Premises, without the express prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. In the event Lessor consents to any such assignment or subletting, or requires the termination of this Lease and the execution of a new lease by the proposed assignee or sublessee, such assignment or subletting or such termination and new lease shall be subject to and upon the then current policies, rules, regulations, forms (including without limitation lease forms), rental rates, transfer fees, and renewal fees established by Lessor, in Lessor's sole discretion. The transfer fee for any transfer of this Lease or subletting of the Premises, in whole or in part, shall be **\$20,000.00**. Lessee acknowledges that the transfer fee under any new lease shall be the then current transfer fee established by Lessor. Lessee expressly acknowledges and agrees that Lessor may require in connection with such consent, without limitation, (i) the payment of the transfer fee, (ii) the payment of all rent and other sums then due Lessor under this Lease, (iii) termination of this Lease, (iv) the execution of a new lease by the proposed assignee or sublessee on Lessor's then current lease form at the then current rental rates, transfer fee and renewal rates, (v) the simultaneous transfer or termination of the existing agreements with Lessor with respect to property located in the Project or Reservoir and the execution of new agreements by the proposed assignee or sublessee on Lessor's then current policies, rules, regulations, and the like applicable to such agreements, (vi) the simultaneous transfer of Lessee's Property [other than as set forth in (v) above] to the proposed assignee or sublessee, and (vii) maintenance, renovations, upgrades and repairs to the Structure, Facilities, docks, boathouses, seawalls, and septic tank or other sewage disposal facilities. Upon any such approved assignment or subletting, unless this Lease is terminated by Lessor in connection therewith, Lessee shall not be relieved of any liabilities or obligation to Lessor but shall be and remain primarily liable to Lessor hereunder for all rent, and the performance of all obligations of Lessee. Consent by Lessor to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. The Premises shall be used solely as a single-family residence. Lessee shall not use, and shall not permit the Premises to be used, for any purpose other than as expressly granted herein, it being expressly agreed by Lessee that the Premises shall not be used for commercial purposes or in any manner or way which would be in violation of any rule, regulation, ordinance, law or decree respecting the Premises or the Project as promulgated by any governmental authority having jurisdiction thereof. Lessee also agrees not to use, and not to permit the Premises to be used, in any manner or for any purpose which might limit or interfere with Lessor's Project operations. In addition to and not in limitation of Lessor's right to terminate this Lease pursuant to Paragraph 21 on account of Lessee's violation of the provisions of this Paragraph 7, in the event Lessee transfers or assigns this Lease, or sublets the Premises, in whole or in part, in violation of the provisions of this Paragraph 7, the transfer fee otherwise payable pursuant to this Paragraph 7 shall be doubled.

8. Lessor reserves the right to grant to other parties the right to obtain water from the springs or branches on, across or adjacent to the Premises and Lessee shall have no exclusive right or license to such springs or branches and shall not interfere with others having such right or permit from Lessor.

9. Lessor reserves the unrestricted right to locate or relocate, and to grant the right to locate or relocate, and thereafter use, roadways, rights-of-way and utility easements, on, across or adjacent to the Premises and herein grants to Lessee subject to other terms and conditions of this Lease, the non-exclusive right of ingress and egress to and from the Premises over existing non-private roads which cross the property of Lessor, and hereby retains and reserves the non-exclusive right of ingress and egress to and from other property of Lessor over existing non-private roads which cross the Premises.

10. By acceptance of this Lease, Lessee expressly acknowledges and agrees that the Premises may or may not be suitable for the purposes for which Lessee desires to use them, and that the Premises may not be in safe or proper condition for such desired use. Lessee further acknowledges that Lessor has not made and makes no warranties or representations with respect to the Premises or the Project, or the accessibility of the Project or the Reservoir to and from the Premises. Lessee hereby agrees to hold harmless, covenants not to sue, and agrees to indemnify Lessor from and against any and all loss, cost, claim or demand of any kind or character, including, without limitation, court costs and attorneys' fees, which may in any manner result from or be traceable to the use of the Premises, the Reservoir or the Project by Lessee's Users during the Term. The waiver by Lessee of any claim against Lessor for any injury or damage to persons or property, as herein provided, and Lessee's agreement to indemnify Lessor are valuable considerations of this Lease. Lessee shall carry, at Lessee's sole cost and expense, all-risk hazard insurance for the full replacement value of Lessee's Property. To the extent of the insurance required to be maintained by Lessee (but in no event in excess of the fullest extent permitted under O.C.G.A. Section 13-8-2), Lessee hereby releases Lessor, its agents and employees from any liability for damage to property or injury to persons, regardless of the cause of such damage or

injury. Except as provided in the sentence immediately preceding this sentence and except to the extent O.C.G.A. Sections 51-3-20 et seq. are applicable thereto, the provisions of this Paragraph 10 shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto.

11. Lessee, by acceptance of this Lease, covenants and agrees to use Lessee's best efforts and every precaution to prevent the spread of fire on or from the Premises to lands adjacent thereto and to be liable and responsible for any fire damage to trees or timber of Lessor on the Premises or land of Lessor adjacent thereto that may be, in any manner, traceable to Lessee's use of the Premises.

12. All notices required, necessary or desired to be given under this Lease shall be effective only if given in writing and sent by certified mail, return receipt requested, to Lessor at the above address or to Lessee at the above address, or to such other address as either party hereto may hereafter specify by like notice, and said notices shall be deemed received from the date of receipt as shown by said certified mail receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

13. Lessee agrees that Lessor, its officers, agents and employees, and other persons from time to time authorized by Lessor, shall have the right at any and all times to enter upon the Premises in its and their business (including but not limited to the right to inspect the Premises for compliance with this Lease), it being understood and agreed that Lessor's right of entry shall always exist and shall not be interfered with, including the right to cut or remove such trees that are deemed desirable or expedient for the protection of Lessor's property and forestry programs or for the use and enjoyment of easement rights from time to time granted or used, or to be granted or used, by Lessor contemplated by Paragraphs 8 and 9 hereof.

14. Lessor reserves the full, unconditional, unrestricted and complete right and privilege to maintain, raise, lower, restrict, control, store, retain, withhold, increase, decrease, release, retard, stop, obstruct, divert, or use the waters of the Reservoir in any manner Lessor, its successors or assigns, may deem expedient or desirable in its Project operations as now conducted or as may be conducted in the future. Lessee covenants and agrees that Lessor shall have no liability or obligation to Lessee's Users with respect to maintaining, raising, lowering, restricting, controlling, storing, retaining, withholding, increasing, decreasing, releasing, retarding, stopping, obstructing, diverting or using the waters of the Reservoir or the level thereof.

15. Lessee agrees to deliver the Premises at any termination of this Lease in as good condition as when received by Lessee. All taxes which may be assessed on Lessee's Property during the Term shall be paid by Lessee, and proof of such payment shall be delivered to Lessor on request. In the event Lessee shall at any time fail or refuse to pay any tax or assessment lawfully charged against Lessee's Property, Lessor may pay said tax or assessment and the amount thereof shall be promptly repaid to Lessor by Lessee on demand.

16. Any failure on the part of Lessor to take action on one or more violations of any term or condition of this Lease shall not be deemed a waiver of its right to take action against any other present or future violations of the same term, or any other term or condition. If any rent or other debt owing by Lessee to Lessor hereunder is collected by or through an attorney-at-law, or if Lessor uses the services of any attorney in order to secure compliance with any provisions of this Lease, to recover damages for any breach or default of any provisions of this Lease, or to terminate this Lease or evict Lessee, Lessee shall reimburse Lessor upon demand for any and all attorney's fees and expenses so incurred by Lessor.

17. Lessee agrees that use and occupancy of the Premises by Lessee's Users is subject in all respects to the provisions, terms and conditions set forth in the Federal Energy Regulatory Commission license for the Project as now or hereafter amended and in the Federal Power Act, both of which are incorporated herein by reference thereto as a part of this Lease to the extent applicable to place Lessee on notice thereof and Lessee's Users shall be subject to such orders, rules and regulations as the Federal Energy Regulatory Commission has issued, or may issue, from time to time. Lessor expressly reserves the use of that portion of the Premises which lies within the Project boundary for Project purposes. Lessee acknowledges that such provisions, terms, conditions, orders, rules and regulations may, among other things, prohibit Lessee from building or constructing any new Structure or Facilities located in whole or in part within such boundary, and may prevent Lessee from maintaining, extending, expanding, adding onto, renovating, demolishing and replacing, or otherwise improving, and may require the removal of, any existing Structure or Facilities located in whole or in part within such boundary.

18. Lessee agrees that this Lease and the use and occupancy of the Premises shall be subject to the indenture executed by Lessor and the New York Trust Company, Trustee, and any successor company, including without limitation Chemical Bank, dated March 1, 1941, and supplements thereto, and any replacements thereto or substitutions thereof, and to any and all other rights of the mortgagees and security holders and to all restrictions and provisions therein contained.

19. This Lease shall create the relationship of landlord and tenant only between Lessor and Lessee. No estate shall pass from Lessor to Lessee hereunder. Lessee shall have a usufruct only, not subject to levy, sale or attachment; however, this shall not prevent levy, sale or attachment on Lessee's personal property located on the Premises.

20. All other terms and conditions contained in this Lease notwithstanding, Lessor shall have the right to terminate this Lease by giving Lessee one hundred twenty (120) days' prior written notice of such termination (in accordance with Paragraph 12 herein) in the event Lessor elects to flood or backwater over or upon all or any portion of the Premises or to extend or enlarge the Development, or to extend or enlarge the Reservoir to include the Premises, or to flood the Premises by raising the dam level of the Reservoir, or such termination is required by or as a consequence of or in order to comply with the Federal Energy Regulatory Commission license for the Project as now or hereafter amended or the Federal Power Act, or any order, rule or regulation the Federal Energy Regulatory Commission has issued, or may issue, from time to time, whereupon the term of this Lease shall end and terminate on the date one hundred twenty (120) days after the giving of such notice and the following shall apply:

(a) (i) On or before the effective date of such termination, Lessee shall remove any and all Lessee's Property from the Premises, the Project and the Reservoir. Lessee shall repair and restore any damage to the Premises, the Project and the Reservoir caused by such removal. (ii) In the event that all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir upon the effective date of such termination, or in the event that all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir upon the expiration of the sixty (60) day period set forth in Subparagraph 21, then in either such event Lessor shall be deemed to have title to such remaining property ("Abandoned Property") and may (but shall not be obligated to) remove or cause to be removed the Abandoned Property at the expense of Lessee, which sum Lessee shall pay to Lessor on demand. Lessor shall have the right to sell and dispose of the Abandoned Property as salvage at private sale and shall be entitled to retain any net proceeds from said sale. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

(b) It is expressly understood that all Lessee's Property that may be placed upon the Premises, the Project or the Reservoir by Lessee's Users is expressly subject to the right of Lessor to flood and backwater over and upon all or any portion of the Premises and to extend or enlarge the Development, and subject to Lessor's right to extend and enlarge the Reservoir to include the Premises, and subject to Lessor's right in the extension and expansion of the said operation to flood the Premises by raising the dam level of the Reservoir, with the provision that in the event of said extension or expansion, Lessor, if practicable shall give to Lessee written notice to terminate this Lease as hereinabove provided. Lessee, for itself, its successors, permitted assigns, and sub-tenants, expressly acknowledges and agrees that all Lessee's Property (including but not limited to the Structure and Facilities) which Lessee's Users may place on the Premises, the Project or the Reservoir shall be placed thereon at the peril of Lessee with full notice and knowledge that Lessor has the right to enlarge its said operation as herein provided. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

(c) Upon termination of this Lease by Lessor pursuant to this Paragraph 20, any unearned rent, prorated on a daily basis, which has been collected by Lessor from Lessee, shall be refunded to Lessee.

21. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Lease:

- (a) Failure of Lessee to pay the rent when due, on demand;
- (b) Failure of Lessee to pay taxes as provided in Paragraphs 15 and 25;
- (c) Removal by Lessee's Users of growing timber located upon the Premises without prior written permission from Lessor;
- (d) Failure of Lessee to complete construction, reconstruction or restoration of, or repairs, additions, modifications or changes to, an approved Structure or Facility within the period prescribed in or pursuant to Paragraph 3;
- (e) Adjudication of Lessee as bankrupt by any court of competent jurisdiction, or voluntarily seeking of relief by Lessee under any chapter or provision of any law respecting bankruptcy or debtor relief;
- (f) Promiscuous discharging of firearms by Lessee's Users on any property of Lessor;
- (g) Failure of Lessee to dispose properly of sewage, garbage or refuse resulting in violation of Paragraph 4;
- (h) Any violation of the provisions of Paragraph 5;
- (i) Any violation of the provisions of Paragraph 6;
- (j) Any violation of the provisions of Paragraph 7; or
- (k) Failure of Lessee to comply with any covenant, term or condition of this Lease [other than as set forth in (a) through (j) above] after thirty (30) days' written notice from Lessor of such non-compliance; provided, however, such notice and such grace period shall be required to be provided by Lessor and shall be accorded Lessee, if necessary, only two (2) times during any twelve (12) consecutive month period of the Term with respect to a failure to comply with any specific covenant, term or condition of this Lease, and an Event of Default shall be deemed to have immediately occurred upon the third (3rd) failure by Lessee to comply with such covenant, term or condition of this Lease within any twelve (12) consecutive month period of the Term, it being intended by the parties hereto that such notice and such grace period shall not protect against repeated failures to comply with specific provisions of this Lease.

Upon the occurrence of an Event of Default, Lessor, with or without canceling this Lease, may perform, correct or repair any condition which shall constitute a failure on Lessee's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and may do or cause to be done whatever Lessee is obligated to do under the terms of this Lease (including without limitation the removal of any Structure, Facilities or other improvement located on the Premises in violation of the terms of this Lease), and Lessor may reenter the Premises for such purposes, and Lessee shall fully reimburse and compensate Lessor on demand for all costs and expenses which Lessor may thereby incur. All sums so expended shall accrue interest from the date of demand until date of payment at the lesser of the maximum rate permitted by law and the Prime Rate as from time to time specified in the Money Rates column of *The Wall Street Journal*.

Upon the occurrence of an Event of Default, Lessor may cancel this Lease by giving to Lessee ten (10) days' written notice which shall state the Event of Default for which this Lease is being terminated. At the expiration of said ten (10) day period, Lessee's rights and privileges herein shall cease, with the exception that Lessee shall have sixty (60) days thereafter in which to remove any and all Lessee's Property from the Premises, the Project and the Reservoir. Lessee shall repair and restore any damage to the Premises, the Project and the Reservoir caused by such removal. If at the expiration of such sixty (60) day period all or any portion of Lessee's Property remains on the Premises, the Project or the Reservoir, the provisions of Subparagraph 20(a)(ii) shall apply. The foregoing is not intended to grant any rights to locate, keep, erect, construct or maintain Lessee's Property in, at or upon the Reservoir or the Project.

22. The terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee, their respective successors, heirs, legal representatives, permitted assigns and sub-tenants. This Lease is made and intended as a Georgia contract to be interpreted and enforced under the laws thereof.

23. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can or has been taken, this Lease shall not terminate but there shall be immediately substituted for such invalid or unenforceable provision a like but valid and enforceable provision which most nearly satisfies the ruling of such court and comports with the original intention of the parties.

24. This Lease constitutes the entire agreement between the parties, and they shall not be bound by any statement, agreement or understanding not contained herein. This Lease shall not be modified, altered, amended or assigned except in writing, executed by both Lessor and Lessee.

25. In addition to the taxes and assessments required to be paid by Lessee with respect to Lessee's Property, Lessee agrees that Lessee shall be responsible for and shall pay all taxes and assessments which may be charged or assessed against the Premises during the term of this Lease, whether such taxes and assessments are initially charged by the applicable taxing authority against Lessor or Lessee. In the event the Premises are returned by Lessor for taxes as part of a tax parcel including other lots or tracts or property owned by Lessor, Lessee shall pay to Lessor an allocable portion of the taxes and assessments charged against Lessor determined by, at Lessor's discretion, either (a) dividing the total amount of such taxes and assessments applicable to the tax parcel property of which the Premises are a part by number of separate lots or tracts comprising such tax parcel, or (b) multiplying the assessed value of the Premises by the tax rate applicable thereto. Lessee's allocable share of such taxes and assessments shall be paid by Lessee to Lessor within thirty (30) days after receipt by Lessee of the statement therefor from Lessor.

26. Lessee is required to remove or cause to be removed at Lessee's cost and expense all trees, bushes and other growth which endanger and/or cause damage to structures and/or facilities (including without limitation the Structure and Facilities) on the Premises and/or on premises adjacent to the Premises at the request of Lessor. Lessee's obligation in this respect shall be without limitation. Lessee shall pay Lessor for all timber cut or removed at or from the Premises by or at the direction of Lessee. Lessee shall not cut or remove any timber at or from the Premises without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion.

27. Lessee hereby agrees and covenants not to use and will prohibit Lessor's Users from using any tools, equipment or machinery within ten (10) feet of electrical conductors situated on the Premises. Lessee agrees to comply with Official Code of Georgia Section 46-3-30 et seq., (The High-Voltage Safety Act), as now enacted or as hereinafter amended, and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith.

28. (a) Lessee covenants that Lessee's Users will not generate, store, use, treat or dispose of any Hazardous Substances (as such term is hereinafter defined) in, on, under or at the Premises or the Project, except for such Hazardous Substances as are commonly legally used or stored in such quantities as are commonly legally used or stored as a consequence of using the Premises as a single family residence, but only so long as the use or storage of such substances does not pose a threat to public health or to the environment and does not necessitate any governmental regulation, including but not limited to permitting, notification, reporting, or response or remedial action, under applicable environmental laws. Additionally, Lessee's Users will not use the Premises or the Project as either a permanent or temporary dumpsite for any Hazardous Substances.

(b) Lessee shall indemnify and hold harmless Lessor from and against any and all losses, fines, penalties, liabilities, strict liability, damages, injuries, expenses, response or remedial costs, reasonable engineer's, expert's and attorney's fees and laboratory costs, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Lessor by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of, the breach of the foregoing covenants or any violation by Lessee's Users of any environmental laws related to the generation, storage, use, treatment, disposal, release or threatened release of Hazardous Substances. Except for actions of Lessee's Users (such as but not limited to renovation or demolition of any improvements) and except for Hazardous Substances in, on or part of any Structure, Facilities or other improvements located on the Premises, the foregoing indemnity does not extend to Hazardous Substances on the Premises as of the date Lessee first went onto the Premises to exercise rights pursuant to this Lease or any prior lease between Lessee and Lessor.

(c) "Hazardous Substances" shall mean any material, constituent, substance or waste currently, or at any time in the future, defined as, classified as or considered toxic, hazardous, infectious or radioactive by any governmental agency or under applicable federal, state, or local law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, constituent, substance or material, as now or at any time hereafter in effect, including but not limited to listed or characteristic hazardous wastes under the Resource Conservation and Recovery Act, as amended, Hazardous Substances as defined in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act, as amended, Hazardous Substances as defined under the Georgia Hazardous Site Responses Act, asbestos, and asbestos containing material.

The provisions of this Paragraph 28 shall survive cancellation, termination or expiration of this Lease.

SPECIAL STIPULATIONS:

No. 1 – Lessor and Lessee acknowledge and agree that the existing lease between Georgia Power Company and _____ is hereby terminated effective as of the date of this lease (the original lessee under the existing lease having assigned the existing lease to the lessee named herein, and the lessee named herein having succeeded to the interest of such original lessee under the existing lease, all pursuant to bill of sale dated _____, 20 _____, a copy of which is attached hereto and made a part hereof).

IN WITNESS WHEREOF, Lessee and Lessor hereby execute this Lease under seal on the day and year set forth above.

LESSEE	
By _____	SEAL
By _____	SEAL
Witness _____	
_____ NOTARY PUBLIC	

GEORGIA POWER COMPANY - LESSOR	
By _____	SEAL
Roger L. Harrison LAKE RESOURCES MANAGER	
Witness _____	
_____ NOTARY PUBLIC	

SAMPLE FOR REVIEW

SPECIAL STIPULATION NO. 1 hereof terminates the existing Easement Agreement or License Agreement, as applicable, appearing of record at Deed Book _____, Page(s) _____, Rabun County, Georgia records.

NOTE: In correspondence regarding this license, please refer to:

File No. _____

LICENSE AGREEMENT

STATE OF GEORGIA

COUNTY OF RABUN

THIS LICENSE AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, between GEORGIA POWER COMPANY, a Georgia corporation, whose U.S. Postal Service address for notices hereunder is #4 Seed Lake Road Lakemont, GA 30552 (the "**Licensor**"), and _____, whose U.S. Postal Service address for notices hereunder is _____ (the "**Licensee**").

WITNESSETH:

WHEREAS, Licensor is the owner and developer of a hydroelectric development in Rabun County, Georgia, and has constructed, in connection with said development, a dam known as Burton Dam, and backed up and impounded waters thereby making a reservoir known as Lake Burton (the "**Lake**"), the waters of which are used and intended to be used by Licensor in its own business and for the purpose of generating electrical energy (collectively, the "**Project**"); and

WHEREAS, Licensee is the owner or lessee of certain lands adjacent to or partially within the Project and identified on a plat attached hereto as Exhibit "A" and made a part hereof (the "**Licensee's Property**"), and has constructed and maintains a residence on Licensee's Property, and desires to use the waters of said Lake for the construction of one or more recreational structures and/or seawall (to the extent consented to by Licensor pursuant to Paragraph 4 of this Agreement), and for fishing, boating and general recreational purposes, all upon and subject to the terms and provisions in this Agreement; and

WHEREAS, Licensor, while not expressly inviting the use of the Lake for the foregoing named purposes, does not object thereto insofar as such activities do not interfere with its operation of the Project; and

WHEREAS, Licensee desires to license from Licensor the License Area (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor does hereby grant to Licensee, and Licensee does hereby accept from Licensor, a REVOCABLE LICENSE to use the following described lands:

All that parcel of land in Land
Lot(s)

of the

District of

Rabun

County, Georgia, identified in red on the plat attached hereto as Exhibit "A" and made a part hereof.

The above described lands and waters are identified on **Exhibit A** attached hereto and made a part hereof and are hereinafter referred to as the "License Area."

The parties hereto understand and agree that the use of the License Area by Licensee shall be subject to the following terms and conditions:

(SPECIAL CONDITION): Licensee accepts and licenses the License Area with the understanding that in the event Licensor needs or requires the use of the License Area in any future development or use in the conduct of its business, this Agreement shall be terminated by written notice and all Improvements (as defined in **Paragraph 3** below) located thereon shall be removed as provided for in **Paragraph 3** below. All costs incurred in removal of said Improvements shall be borne by Licensee, and Licensee agrees not to resist or assail this right or any other right of Licensor to terminate this Agreement as provided herein.

1. (a) **Personal Privilege: Non-Exclusive Revocable License.** The license granted by this Agreement is a personal privilege. Licensee understands and agrees that the privilege of use of the License Area is in the nature of a non-exclusive revocable license and no claim of right, interest or title in and to the License Area shall inure to, or be asserted by, Licensee. Licensor, its agents, employees and assigns may use the License Area with or without notice to Licensee.

(b) **Recreational Use Only: No Guarantee of Condition.** Neither the License Area nor the Improvements shall be used by Licensee for any commercial or business purpose whatsoever. Licensee shall use the License Area solely for PRIVATE, NON-COMMERCIAL, RECREATIONAL ACTIVITIES in accordance with plans and specifications approved by Licensor. Licensee expressly acknowledges and agrees that the License Area may or may not be suitable for the purposes for which Licensee desires to use same and that the License Area may or may not be in a safe or proper condition for such use, but Licensee accepts the License Area in its present condition as suitable for such use. It is expressly agreed that the License Area shall not be used in any manner or way which would be in violation of any Federal, State or local laws, rules, orders or regulations. Licensee agrees not to use the License Area, nor will Licensee permit the License Area to be used, in any manner or for any purpose which might limit or interfere with Licensor's business.

(c) **Term: Renewal.** The term of this Agreement (the "Term") is fifteen (15) years, commencing on , 2017, and expiring on , 2032, subject however, to termination or cancellation under the provisions hereof. Upon expiration of the Term by passage of time and provided no default of Licensee has then occurred and remains uncured, the license contemplated herein may be renewed at the option of Licensee for an additional period not to exceed fifteen (15) years, subject to the then current policies, rules, regulations, forms and rental rates established by Licensor.

2. Paragraph intentionally deleted.

3. **Termination: Removal of Improvements.** Either Licensor or Licensee shall have the right to terminate this Agreement, without cause, subject to conditions hereinafter set out, by giving the other party written notice of such termination ninety (90) days in advance of the effective date of such termination, and this Agreement shall end and terminate on such date. On or before the termination of this Agreement, Licensee shall either remove any and all boat docks, boat houses, seawalls, and any other structures, improvements, facilities and/or property of Licensee which may have been placed on the License Area (collectively, the "Improvements"). All property of Licensee (including, without limitation, any Improvements) remaining at the License Area after expiration or termination of this Agreement will be deemed conclusively abandoned and may be removed by Licensor and sold or disposed of by Licensor at a price determined by Licensor in Licensor's sole discretion, or, at Licensor's option, retained by Licensor for Licensor's own account, without compensation to Licensee, and Licensee shall reimburse Licensor for the cost of removing and disposing of the same (which sum Licensee shall pay to Licensor on demand). Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Licensee remove or demolish any seawall on the License Area without the express written approval of Licensor, which approval must be obtained by Licensee prior to the commencement of any removal or demolition activities.

4. (a) **Construction and Maintenance.** LICENSOR MAY GRANT OR WITHHOLD ITS CONSENT TO ANY CONSTRUCTION OR MAINTENANCE ACTIVITY ON THE LICENSE AREA IN LICENSOR'S SOLE DISCRETION. PRIOR TO ANY CONSTRUCTION OR MAINTENANCE ACTIVITY BY LICENSEE, LICENSEE MUST SUBMIT TO LICENSOR, AND OBTAIN LICENSOR'S WRITTEN CONSENT TO, ALL PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION AND MAINTENANCE OF ANY IMPROVEMENTS UPON THE LICENSE AREA. LICENSEE SHALL NOT CONSTRUCT OR MAINTAIN UPON THE LICENSE AREA ANY IMPROVEMENTS OTHER THAN A BOAT HOUSE, BOAT DOCK AND/OR SEAWALL WITHOUT THE CONSENT OF LICENSOR, WHICH CONSENT SHALL BE GRANTED OR WITHHELD BY LICENSOR IN LICENSOR'S SOLE DISCRETION. Licensor's consent may be evidenced by the issuance of a "Georgia Power Company Construction Permit." All Improvements must be constructed and maintained in strict accordance with the plans and specifications consented to by Licensor. All material excavated from the Lake in connection with a dredging permit obtained by Licensee shall be deposited in a manner which will prevent erosion of the material into the Lake or onto other Licensor lands.

(b) **No Alteration or Change to Contour of License Area.** Licensee understands and agrees that it shall not undertake any construction, ground disturbance or any other activity which will result in the alteration or change in the contour of any of the License Area.

(c) **Subdivision of Licensee's Property.** In the event that Licensee desires to subdivide Licensee's Property at any time during the Term, Licensee shall notify Licensor in writing and from and after the recording of the subdivision plat, this Agreement shall be deemed to be split into the same number of separate, distinct and unrelated license agreements as there are separate tracts of Licensee's Property as so subdivided, each such license agreement being solely applicable to one of such separate subdivided tracts, and (i) a default under one such license agreement shall not be or be deemed to be a default under any other such license agreement (regardless of, among other things, the giving of notice or the passage of time or both), and (ii) no licensee under any license agreement shall have any liabilities or obligations with respect to, arising out of or in connection with any other license agreement except to the extent that such licensee is the licensee under such other license agreement; provided, however, that there shall be no such license agreement with respect to any subdivided tract having less than one hundred feet (100') of contiguous shoreline, and with respect to each such tract having less than one hundred feet (100') of contiguous shoreline, and with respect to each such tract having no shoreline (in each such instance, the number of feet of contiguous shoreline shall be as determined by Licensor, in Licensor's sole discretion), this Agreement shall terminate on the date thirty (30) days after the recording of the subdivision plat and any Improvements located on the License Area adjacent to such tract shall be removed by Licensee, at its sole cost and expense, prior to said termination date. All property of Licensee (including, without limitation, any Improvements) remaining at the License Area after said termination date will be deemed conclusively abandoned and may be removed by Licensor and sold or disposed of by Licensor at a price determined by Licensor in Licensor's sole discretion, or, at Licensor's option, retained by Licensor for Licensor's own account, without compensation to Licensee, and Licensee shall reimburse Licensor for the cost of removing and disposing of the same (which sum Licensee shall pay to Licensor on demand). In addition to the foregoing, the provisions of **Paragraph 5** shall apply in connection with any sale or other transfer of any such tract.

(d) **Sewage, Garbage and Refuse Disposal.** Licensee shall not permit the discharge, directly or indirectly, of sewage, garbage, refuse or other objectionable matter in or into the waters of the Lake. Licensee shall further provide at its own expense adequate garbage or refuse disposal facilities, and shall not place or permit to be placed garbage or refuse on property of others, property of Licensor, or the premises or license areas of other tenants or licensees of Licensor in the Project. Licensee shall comply with all federal, state, and local laws, ordinances and regulations.

(e) **Protection of Environmental Features.** Licensee shall use all necessary precautions to protect the environmental features of the area, including without limitation measures to prevent soil erosion, to protect existing vegetative cover and protect the water quality of the Lake.

5. **No Transfer, Assignment or Sub-License.** Without Licensor's written consent, Licensee shall not transfer or assign this Agreement, nor sub-license all or any portion of the License Area, nor use, nor permit to be used, the License Area for any purpose other than as specified herein. Notwithstanding anything to the contrary contained herein, in the event Licensee sells or otherwise transfers (other than as security) Licensee's Property, then the following shall apply: (a) Licensee shall promptly notify Licensor of such sale or transfer; (b) the license granted herein, together with all rights of Licensee under or pursuant to this Agreement, together with Licensee's title in and to all Improvements, shall be deemed transferred to the transferee; (c) on or before the date ninety (90) days after such transfer, the transferee shall execute and enter into a new license agreement with Licensor on Licensor's then current license form and subject to and upon the then current policies, rules, regulations and license rates established by Licensor; and (d) the license granted herein shall terminate on the earlier to occur of (i) the date the transferee executes and enters into such new license agreement, and (ii) the date which is ninety (90) days after such transfer.

6. **Indemnification.** Licensee shall and does hereby agree to indemnify and save harmless and defend Licensor from the payment of any sum or sums of money to any person whomsoever (including third persons, subcontractors, Licensee, Licensor and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of Licensor) in any way attributable to or arising out of the use of the License Area by Licensee as provided for in this Agreement, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the injuries and damages claimed have been directly caused by reason of the sole negligence on the part of Licensor, its agents or employees. Licensee having accepted the License Area in its present condition and having agreed that the License Area may not be suitable for the use intended by Licensee and further that the License Area may not be in a safe or proper condition for such use, if the liability of Licensor arises due to the condition of the License Area or the suitability of the License Area for the use intended in this Agreement, such shall not be deemed the sole negligence of Licensor.

7. **Notices.** All notices required, necessary or desired to be given under this Agreement shall be effective only if given in writing and deposited, postage prepaid, with the United States Postal Service, by facsimile or by email (and if sent by facsimile or email, provided and on the condition that a duplicate copy of the notice is also promptly deposited with the United States Postal Service, postage prepaid), and directed to the addresses specified above, or to such other address, email address or facsimile number as either party hereto may hereafter specify by like notice, and said notice, if deposited with the United States Postal Service postage prepaid shall be deemed received on the date said notice shall have been duly deposited with the United States Postal Service, if sent by facsimile or email, on the business day sent, if sent during business hours in the recipient's time zone, otherwise on the following business day.

8. **Rules and Regulations: Ingress and Egress.** Licensee agrees to use and occupy the License Area subject to all rules and regulations which Licensor has promulgated for the use of the License Area or which it may hereafter adopt for the use of the License Area. Licensee further agrees that Licensor, its officers, agents and employees or other persons authorized by Licensor, shall have the right at any and all times to enter upon the License Area in its and their business, including without limitation investigation of Licensee's compliance with the terms of this Agreement. It is understood and agreed that Licensor's right of ingress and egress shall always exist and shall not be interfered with.

9. **Right to Affect Waters of the Lake.** Licensor reserves the full, unconditional, unrestricted and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, or use the waters of the Lake in any manner Licensor, its successors or assigns, may deem expedient or desirable in its own business or in any business in which Licensor may wish to engage. Therefore, it is expressly understood that any Improvements are expressly subject to Licensor's rights to (i) flood and backwater over and upon any portion of the License Area, (ii) extend or enlarge Licensor's said hydroelectric development, (iii) to extend and enlarge the Lake to include the License Area, and (iv) flood the License Area by raising the dam level of the Lake in connection with the extension and expansion of said hydroelectric development, with the provision that in the event of said extension or expansion, if practicable, Licensor shall give to Licensee written notice to terminate this Agreement without cause as provided in Paragraph 3 above; and Licensee shall remove any and all Improvements from the License Area in accordance with Paragraph 3. Any Improvements from time to time located on the License Area are located thereon at the peril of Licensee with full notice and knowledge that Licensor has the right to enlarge its said operation as herein provided. Licensor reserves the right to grant to other parties the right to obtain water from the springs or branches on, across, or adjacent to the License Area, and Licensee will not interfere with others having such right or permit from Licensor.

10. **Events of Default.** This Agreement shall be subject to termination or cancellation by Licensor upon the occurrence of any one or more of the following causes or events:

- (a) Removing or manifesting any intention to remove any Improvements located upon the License Area without written permission from Licensor;
- (b) Conviction of violation of any Federal, State, or Local laws, rules, orders, or regulations;
- (c) Adjudication of Licensee as bankrupt by any court of competent jurisdiction or voluntarily seeking of relief by Licensee under any chapter or provision of any law respecting bankruptcy or debtor relief;
- (d) Promiscuous or intentional discharging of firearms on any property of Licensor;
- (e) Failure by Licensee to comply with any of the provisions set forth in Paragraph 4 above;
- (f) Failure by Licensee to maintain any Improvements on the License Area in safe and proper repair;
- (g) Failure by Licensee to comply with any covenant, term or condition of this Agreement after thirty (30) days written notice from Licensor of such non-compliance.
- (h) Failure by Licensee to pay taxes as provided in Paragraph 15 herein.

Upon the occurrence of any one or more of the causes or events set forth above, Licensor may give to Licensee ten (10) days' written notice stating the cause(s) or event(s) which has or have occurred and remain uncured. If the cause(s) or event(s) for which said notice is given shall not have been cured within such ten (10) day period, then, at any time thereafter while such cause(s) or event(s) remain uncured, Licensor may give to Licensee written notice that Licensee's rights and privileges set forth herein shall cease thirty (30) days thereafter, whereupon Licensee's rights and privileges set forth herein shall cease thirty (30) days after said notice, and on or before such thirtieth (30th) day, Licensee shall remove any and all Improvements. If at the expiration of said thirty (30) days, Licensee shall not have removed the Improvements, then the Improvements will be deemed conclusively abandoned and may be removed by Licensor and sold or disposed of by Licensor at a price determined by Licensor in Licensor's sole discretion, or, at Licensor's option, retained by Licensor for Licensor's own account, without compensation to Licensee, and Licensee shall reimburse Licensor for the cost of removing and disposing of the same (which sum Licensee shall pay to Licensor on demand). Notwithstanding anything to the contrary set forth in this Agreement, in no event shall Licensee remove or demolish any seawall on the License Area without the express written approval of Licensor, which approval must be obtained by Licensee prior to the commencement of any removal or demolition activities.

11. **Return of License Area.** Licensee agrees to deliver the License Area at the expiration, cancellation or termination of this Agreement in as good condition as when received by Licensee.

12. **No Waiver of Licensor's Rights.** No failure of Licensor to exercise any power given Licensor hereunder, or to insist upon strict compliance by Licensee with Licensee's obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Licensor's right to demand exact compliance with the terms hereof.

13. **Subject to FERC License.** Licensee agrees that use or occupancy of the License Area by Licensee, Licensee's family, guests or invitees is subject in all respects to the provisions, terms and conditions set forth in the Federal Energy Regulatory Commission license for the Project, as from time to time amended, which is hereby incorporated by reference as a part of this Agreement, and shall be subject to such orders, rules and regulations as the Federal Energy Regulatory Commission (or any successor government body) has issued or may issue from time to time as prescribed under the provisions of the Federal Power Act for the Project. Licensor expressly reserves the use of that portion of the License Area which lies within the Project boundary for Project purposes.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements between the parties, oral or otherwise, which are not embodied herein shall be of any force or effect. No modification shall be made to this Agreement except as shall be in writing and signed by both parties.

15. **Payment of Taxes and Assessments.** During the Term, all taxes and assessments which may be charged or assessed on the Improvements and Licensee's Property within the License Area shall be paid by Licensee. In the event Licensee shall at any time fail or refuse to pay any such taxes or assessments, Licensors may pay said tax or assessment and the amount thereof shall be promptly repaid to Licensors by Licensee upon demand.

16. **Limited Tree Removal.** To create a limited view corridor, Licensee may clear briars and small trees less than three inches (3") in diameter measured at the ground, with the exception of Redbud, Dogwood, American Holly, Willow and Red Cedar trees. Licensee shall be responsible, at Licensee's expense, for cutting and removing (a) all dead, diseased, weak or leaning trees from the License Area which, upon falling, are likely to endanger persons or damage property on or adjacent to the License Area, and (b) all trees that have fallen on or from the License Area. Licensors and Licensee agree that all actions for damages and personal injuries arising as a result of falling trees and limbs shall be subject to the indemnification provision contained in Paragraph 6 hereof. All tree removal and disposal contemplated herein shall be performed in accordance with all applicable federal, state and local laws and ordinances.

17. **High-Voltage Safety Act.** Licensee hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Licensee from using any tools, equipment or machinery within ten (10) feet of overhead electrical conductors situated on the License Area. Licensee agrees to comply with Official Code of Georgia (hereinafter the "Code") Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and the rules and regulations promulgated thereunder, and further agrees to notify any contractors that may be employed by Licensee to perform any work under this Agreement of the existence of said Code sections and regulations by requiring said work to be performed in compliance with said Code sections and regulations by including same as a requirement in its request for bids and including said requirement in any contract let as a result of said bid. Licensee further agrees and covenants to warn all persons whom Licensee knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.

18. **No Endangerment of Health; No Nuisance; No Incompatible Use.** Licensee shall not use the License Area in such a manner as to endanger health, create a nuisance, or otherwise be incompatible with the overall Project use.

19. **Agreement Subject to Taxes, Easements, Laws, Rights of Third Parties, etc; Subordination.** This Agreement is made subject to (a) all taxes and assessments; (b) all utility easements serving or crossing the License Area; (c) all laws, ordinances, rules and regulations of any governmental authority or agency, including zoning restrictions, which may now or hereafter be applicable to the License Area; and (d) previous and future rights granted by Licensors to third parties. Further, this Agreement shall be subordinate to the rights, privileges, liens, security title and interest of any and all persons, firms or corporations which is secured in whole or in part by the Project, or any part thereof, irrespective of whether said security interest shall be created by Deed to Secure Debt, Mortgage, Security Deed, Indenture, Security Agreement or otherwise, now or hereafter in existence. This subordination shall be effective for all purposes and no other instrument or agreement shall be necessary to bind Licensee for the benefit of the holder or any such security interest.

20. **Identification of License Area.** During the Term, Licensors has the right to install and maintain, or to request that Licensee install and maintain, a decal or identifying lot number approved by Licensors upon the Improvements on the License Area, and such decal or identifying number shall be large enough to be readable from the Lake and shall be installed facing the Lake. In such event, Licensee shall not remove, paint over, alter, modify or damage same.

SPECIAL STIPULATIONS:

SPECIAL STIPULATION NO. 1 – Licensors and Licensee hereby acknowledge and agree that the existing Easement Agreement or License Agreement, as applicable, between Georgia Power Company, as Grantor/Licensors, and _____, as Grantee/Licensee, dated _____, _____, and recorded at Deed Book _____, Page(s) _____, Rabun County, Georgia records, is hereby terminated effective as of the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement, under seal, as of the day and year first above written.

LICENSEE -	
By _____	SEAL
By _____	SEAL
Witness _____	
_____	NOTARY PUBLIC

LICENSOR - GEORGIA POWER COMPANY	
By _____	SEAL
Jeff A. Jackson	
LAKE RESOURCES MANAGER	
Witness _____	
_____	NOTARY PUBLIC

Georgia Power Lease Lot Tax Recovery Program

1. Georgia Power leases non-utility property for construction of single family residences or cottages for general recreational purposes.
2. **Paragraph 25 of the Georgia Power lease provides for the tax on the lease lot to be billed to the lessee.**
3. Georgia Power started billing the "Tax Assessment" in June 2001.
4. The Department of Revenue (DOR) establishes the lake lot property values on Georgia Power lease lots; not the counties.
5. The annual property tax assessment for each lot is calculated by multiplying the lot value times the Georgia statutory assessment ratio of 40%, times the county millage rate for that year. In some years the assessment ratio that is applied to the lot value can be less than 40%. This occurs when statistical studies performed by the State Auditor show that the average assessed value of locally assessed property in the county is below 95% of fair market value. If so, taxes on Georgia Power lake lots will be "equalized" with locally assessed property by reducing the 40% assessment ratio by the appropriate amount, e.g., 92.5% average FMV = 37% equalization ratio.
6. Georgia Power's goal is to ensure individual lots are valued by the DOR at or below the market to ensure taxes are appropriate. Georgia Power reviews changes in the real estate market around the lake annually with the county tax assessors and local appraisers then works with the DOR to make adjustments to values.
7. Georgia Power does not benefit or profit from the assessment program, this is a pass through of cost incurred.
8. Georgia Power pays the tax cost for the current year and takes a tax deduction in the same year. The following year Georgia Power bills the lessee and treats the lessee's payment as revenue and pays income tax on the revenue.
9. There is no income tax deduction available to lessees because Georgia Power is the land owner paying the taxes.
10. The Federal Energy Regulatory Commission (FERC) is aware of the company's leasing program and activities involving the tax billing. FERC has no jurisdiction over the company's leasing program of non-utility property. Also, the leasing program is not regulated by the Georgia Public Service Commission.



Georgia Power Company Family Entity Program

Georgia Power Company's Family Entity Program was developed at the request of lessees and their estate planning attorneys to provide flexible ways to structure property ownership when developing estate plans. The Family Entity Program permits the use of various entities to be a lessee of a lake lot if the entity meets certain requirements, as detailed below.

Basic Qualifications

A trust, limited liability company, limited partnership, general partnership or corporation can qualify as a Family Entity under Georgia Power's Family Entity Program, so long as all of the interests in the Family Entity are held / owned by an individual (the "Head of the Family"), the spouse of the Head of the Family, descendants (children, grandchildren, etc.) of the Head of the Family and/or his/her spouse, or the spouses of those descendants. The Head of the Family does not need to be alive at the time the Family Entity is created.

Georgia Power does not require that the spouse and all of the descendants of the Head of the Family have interests in the Family Entity, but no one other than these categories of persons can have an interest in the Family Entity – an entity where unrelated individuals directly or indirectly own or have interests in the entity cannot qualify as a Family Entity.

The specific requirements to qualify as a family entity are contained in the Family Entity Addendum (with attached Certificate) and Bill of Sale, forms of which are available upon request.

Documents / Fees Required by Georgia Power

To make an application for approval of a Family Entity, complete copies of the following documents must be submitted to Georgia Power for review: all organizational documents and amendments, such as the trust agreement creating a trust, the Operating Agreement of a limited liability company, the partnership agreement of a limited or general partnership, and the Articles of Incorporation and By-Laws of a corporation. There is a non-refundable administrative fee of \$500.00 to apply for approval of a Family Entity, which amount must be paid in full at the time these documents are submitted for review. Georgia Power may request additional information and documentation based on review of the documents.

Family Entity Documents to be Executed

Once the organizational documents have been approved, completed copies of the Addendum, Certificate and Bill of Sale are submitted to Georgia Power for review before they

are executed. Due to the fact that Georgia Power owns and leases over 4,000 lake lots, no changes to these forms are allowed for administrative reasons.

All living persons who are beneficiaries (including contingent beneficiaries, such as grandchildren) must be included in the definition of a Certified Family Entity Owner on the Certificate and must execute the Certificate. A parent or legal guardian would need to sign on behalf of any Certified Family Entity Owner who is under the age of 18; provided, however, that when such person turns 18 years old they would need to sign an updated Certificate on their own behalf.

The Family Entity Agent listed on the Certificate cannot be a limited liability company, a trust, a trustee, a manager, an officer or anyone acting in any representative capacity; it must be an individual human being.

Additional Considerations

Lessees are strongly advised to discuss the Family Entity Program and the use of a Family Entity with counsel of their choosing. Family Entities have significant legal consequences for all the parties, their estates and their descendants, including but not limited to tax and estate consequences. Georgia Power does not provide estate or tax advice.

Family Entity Lease Addendum

This Addendum (the "Addendum") is made and entered into this _____ day of _____, 20__ by GEORGIA POWER COMPANY ("Lessor"), 241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, and THE FAMILY ENTITY NAME* ("Lessee").

***Note: For Trusts, the Family Entity Name is X (or X and Y) as Trustees of (Name of the Trust) pursuant to (Name of Agreement Forming Trust) Dated (Date of Trust Agreement).**

Witnesseth

WHEREAS, Lessor and Lessee are contemporaneously herewith entering into that certain Lease Agreement dated Date of the Lease Agreement Goes Here __, 20__, as to Lot Number Lot Number Goes Here (the "Lease Agreement"); and

WHEREAS, Lessor and Lessee desire that the terms and provisions of this Addendum be incorporated into and made a part of the Lease Agreement as fully as if set forth therein; and

NOW, THEREFORE, for and in consideration of ten dollars in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged by Lessor and Lessee, Lessor and Lessee hereby agree as follows:

1. Terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Lease Agreement unless specifically indicated herein to the contrary. In the event of any conflict or inconsistency between the terms and conditions of this Addendum and of the Lease Agreement, the terms and conditions of this Addendum shall govern and control. All references in the Lease Agreement to "Lease" or "lease" shall be deemed to be references to the Lease Agreement as from time to time modified, including but not limited as modified by this Addendum. This Addendum is hereby incorporated into and made a part of the Lease Agreement.

2. Definitions:

"Certificate" shall mean the certificate attached hereto as Schedule "A" and by reference made a part hereof.

"Certified Family Entity Owner" shall mean any one of, and "Certified Family Entity Owners" shall mean any two or more of, the Family Members executing and delivering to Lessor the Certificate.

"Eligible Members" shall mean Head of the Family Goes Here (insert the name of a single individual) ("Designated Individual"), the spouse of Designated Individual and any child, grandchild and other descendant of Designated Individual, or of the spouse of Designated Individual, and any spouse of any of the foregoing, and any child, grandchild and other descendant of such spouse.

"Family Entity" shall mean: (i) any Fiduciary Arrangement, or (ii) any Organization.

“Family Entity Agent” shall mean the natural person designated in the Certificate (subject to change in accordance with Paragraph 3(i) hereof).

“Family Members” shall mean those Eligible Members owning or which are the beneficiaries of 100% of any Organizations, and together with those Eligible Members owning 100% of the beneficial interests under, and which are the sole beneficiaries of, any Fiduciary Arrangements.

“Fiduciary Arrangement” shall mean any estate, trust, guardianship, custodianship or other fiduciary arrangement for the sole benefit of one or more of the Eligible Members.

“Organization” shall mean any corporation, partnership, limited liability company or other business organization all the interests of which are owned, directly or indirectly, by one or more of the Eligible Members or by one or more Fiduciary Arrangements.

3. Lessee acknowledges and agrees that this Addendum and the Lease Agreement are entered into by Lessor conditioned upon and subject to strict compliance by Lessee with all of the following terms and conditions, and Lessee hereby covenants and agrees to strictly comply with all of the following terms and conditions:

(a) Lessee is a Family Entity.

(b) The entire interest of Lessee in the Lease Agreement is held by the Family Entity currently constituting Lessee.

(c) Use of the Premises and Lessee’s Property shall be restricted to the natural individuals who are Certified Family Entity Owners, and their spouses, children and grandchildren. Neither the Premises nor Lessee’s Property shall be used for any professional (such as but not limited to the practice of law or medicine), commercial, retail, industrial, or mining purposes. Without limiting the generality of the foregoing, in no event shall the Premises or Lessee’s Property be used, directly or indirectly, in any manner, as a hotel, motel, time share, or other temporary residence for rent. The Premises and Lessee’s Property shall be used solely as a single family residence.

(d) On or before the effective date of the Lease Agreement, Lessee shall cause to be delivered to Lessor the Certificate executed by Lessee and by each of the Family Members. From time to time, an updated Certificate executed by Lessee and by each of the Family Members may be delivered to Lessor, and shall be effective as the Certificate from and after the date of delivery to Lessor.

(e) Except as expressly set forth in Paragraph 3(c) of this Addendum, Lessee shall not assign, mortgage or encumber the Lease Agreement, shall not sublease the Premises or lease Lessee’s Property, and shall not permit the Premises or Lessee’s Property or any part of the Premises or Lessee’s Property to be used or occupied by others, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Lessor in each instance.

(f) Neither occupancy by anyone other than Certified Family Entity Owners, nor collection of rent by Lessor from anyone other than Certified Family Entity Owners, shall be deemed (i) a waiver of the provisions of this Addendum or of the provisions of Paragraph 7 of the Lease Agreement, or (ii) the acceptance of the assignee, subtenant or occupant as lessee, or (iii) a release of

Lessee from the further performance by Lessee of covenants on the part of Lessee contained in the Lease Agreement or in this Addendum, or (iv) a release of any Certified Family Entity Owner under the Certificate. Except for the occupancy by Lessee expressly permitted under and in strict accordance with this Addendum, the provisions of this Addendum shall not relieve Lessee from complying with the provisions of this Addendum and with the provisions of Paragraph 7 of the Lease Agreement in connection with any assignment or sublease, including without limitation any subsequent or successor Family Entity.

(g) No Certified Family Entity Owner shall assign or encumber its interest in the Family Entity or otherwise permit the Premises or Lessee's Property or any part of the Premises or Lessee's Property to be used or occupied by anyone other than Certified Family Entity Owners, their spouses, children, grandchildren and other descendants.

(h) Lessee shall not use or permit the Premises or Lessee's Property or any part of the Premises or Lessee's Property to be used or occupied by anyone other than Certified Family Entity Owners, their spouses, children, grandchildren and other descendants.

(i) In connection with the Lease Agreement, this Addendum and the Premises, and all matters relating thereto, Lessor may deal solely with the Family Entity Agent, and the Family Entity Agent shall have the full power and authority to act for and obligate Lessee and the Family Entity. The Family Entity Agent may be changed by the Family Entity only with the prior written consent of Lessor. The Family Entity Agent must be a Certified Family Entity Owner residing in the State of Georgia.

(j) Lessee recognizes and acknowledges that Lessor is expressly relying on the truth and accuracy of the warranties and representations set forth in the Certificate without any obligation to investigate the truth thereof; that the warranties and representations are a material inducement to Lessor in entering into the Lease Agreement and this Addendum with Lessee; and that Lessor would not be willing to enter into the Lease Agreement and this Addendum with Lessee in the absence of the warranties and representations (and the truthfulness of the warranties and representations) set forth in the Certificate. If any representation or warranty of Lessee, any Family Member, any Eligible Member, or any other person executing the Certificate shall have been false or misleading in any material respect when made, an immediate Event of Default shall occur under and pursuant to the Lease Agreement, without the need for the giving of any notice or opportunity to cure.

(k) Any purported assignment, sublease, transfer or conveyance of any sort or nature whatsoever of all or any portion of, or any interest in, any Certified Family Entity Owner's interest in the Family Entity to anyone other than a Certified Family Entity Owner shall be an immediate Event of Default under and pursuant to the Lease Agreement, without the need for the giving of any notice or opportunity to cure.

(l) An immediate Event of Default under and pursuant to the Lease Agreement, without the need for the giving of any notice or opportunity to cure, shall be deemed to have occurred in the event that at any time the Certified Family Entity Owners own or are the beneficiaries of less than 100% of the Family Entity, either directly or by virtue of owning 100% of the interests in, or being the sole beneficiaries of, (i) any Fiduciary Arrangement, or (ii) any Organization.

4. This Addendum may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, provided that all parties hereto shall have executed a counterpart hereof, this Addendum shall be valid and binding upon the parties notwithstanding the fact that the execution of all parties may not be reflected upon any one single counterpart. All personal pronouns used in this Addendum, whether used in the masculine, feminine or neuter gender, shall include all genders, the singular shall include the plural and vice versa.

5. As expressly modified by this Addendum, the Lease Agreement shall remain in full force and effect, and is expressly ratified and confirmed by the parties hereto. The terms of this Addendum shall supersede and control over any conflicting or contrary terms in the Lease Agreement. This Addendum shall be governed by and construed in accordance with the laws of the State of Georgia, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns. Time is of the essence of all the terms of the Lease Agreement as modified by this Addendum. No provision of this Addendum shall be construed against or interpreted to the disadvantage of either party by any court, judicial or other governmental authority by reason of such party's having been deemed to have structured, written, drafted or dictated such provision.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be duly authorized, executed and delivered as of the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSEE:

Witness

FAMILY ENTITY NAME HERE

Notary Public

By: **SIGNATURE OF OFFICER, TRUSTEE,
PARTNER OR MANAGER, AS
APPROPRIATE**(SEAL)

My Commission expires:

Name: **Type Name of Person Signing**
Its: **Position of Person Signing, such as President,
Trustee, Partner or Manager**

Notarial Seal

(SEAL)

Signed, sealed and delivered in the presence of:

LESSOR:

Witness

**GEORGIA POWER COMPANY, a Georgia
corporation**

Notary Public

By: _____
Name: **Jeff A Jackson**
Its: **Lake Resources Manager**

My Commission expires:

Notarial Seal

Schedule "A"

Certificate

This Certificate (the "Certificate") is made and given by THE NAME OF THE ENTITY GOES HERE ("Executing Family Entity") and by the Certified Family Entity Owners (as hereinafter defined) as of the date set forth next to his or her respective signature, in favor of GEORGIA POWER COMPANY ("Lessor"), 241 Ralph McGill Boulevard, Atlanta, Georgia 30308, a Corporation organized and existing under the laws of the State of Georgia, in connection with that certain Lease Agreement dated Date of the Lease Agreement Goes Here, 20__ (the "Lease Agreement") between Lessor and Executing Family Entity, and the Addendum incorporated therein between Lessor and Executing Family Entity (the "Addendum") (the Lease Agreement as from time to time modified, including but not limited as modified by the Addendum, is herein called the "Lease").

In consideration of Ten Dollars and other good and valuable consideration in hand paid to the undersigned by Lessor, the receipt and sufficiency of which are hereby acknowledged, Executing Family Entity and the Certified Family Entity Owners and each of them, jointly and severally, do hereby certify, warrant, represent, covenant and agree as follows:

1. Terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Lease Agreement unless specifically indicated herein to the contrary.

2. Definitions:

"Family Entity Agent" shall mean Family Entity Agent's Name, whose address is: Address of Family Entity Agent; and whose phone number is: Phone number of Family Agent.

"Certified Family Entity Owners" shall mean the following individuals: _____

Names of the Family Entity Owners

3. Executing Family Entity owns the entire interest of the Lessee under the Lease, and Executing Family Entity owns all of Lessee's Property (as defined in the Lease). The Certified Family Entity Owners own or are the beneficiaries of 100% of Executing Family Entity, either directly or by virtue of owning 100% of the interests in, or being the sole beneficiaries of, (i) any estate, trust, guardianship, custodianship or other fiduciary arrangement for the sole benefit of one or more of the Certified Family Entity Owners, or (ii) any corporation, partnership, limited liability company or other business organization all the interests of which are owned, directly or indirectly, by one or more of the Certified Family Entity Owners, or by one or more of the entities described in (i) above.

4. In connection with the Lease and the Premises and Lessee's Property, and all matters relating thereto, Executing Family Entity hereby appoints the Family Entity Agent as agent for Executing Family Entity (and each of the Certified Family Entity Members hereby consent and agree to such appointment), and acknowledges and agrees that Lessor may deal solely

Schedule "A"

Certificate

Page 1

with the Family Entity Agent, and the Family Entity Agent shall have the full power and authority to act for and obligate Executing Family Entity. The Family Entity Agent may be changed by Executing Family Entity without the consent or joinder of the Certified Family Entity Members. The Family Entity Agent may be changed by Executing Family Entity only with the prior written consent of Lessor. The Family Entity Agent must be a Certified Family Entity Owner residing in the State of Georgia.

5. Lessor is expressly relying on the truth and accuracy of the certifications, covenants, agreements, warranties and representations set forth in this Certificate without any obligation to investigate the truth thereof; the certifications, covenants, agreements, warranties and representations herein are a material inducement to Lessor in entering into the Lease with Executing Family Entity; and Lessor would not be willing to enter into the Lease in the absence of the certifications, covenants, agreements, warranties and representations (and the truthfulness of the certifications, warranties and representations) set forth in this Certificate. If any certification, representation or warranty of Executing Family Entity, any Certified Family Entity Owner, or any other person executing this Certificate shall have been false or misleading in any material respect when made, an immediate Event of Default shall occur under and pursuant to the Lease, without the need for the giving of any notice or opportunity to cure.

6. Any purported assignment, sublease, transfer or conveyance of any sort or nature whatsoever of all or any portion of, or any interest in, any Certified Family Entity Owner's interest in Executing Family Entity to anyone other than a Certified Family Entity Owner shall be an immediate Event of Default under and pursuant to the Lease, without the need for the giving of any notice or opportunity to cure.

7. An immediate Event of Default under and pursuant to the Lease, without the need for the giving of any notice or opportunity to cure, shall be deemed to have occurred in the event that at any time the Certified Family Entity Owners own or are the beneficiaries of less than 100% of Executing Family Entity, either directly or by virtue of owning 100% of the interests in, or being the sole beneficiaries of, (i) any estate, trust, guardianship, custodianship or other fiduciary arrangement for the sole benefit of one or more of the Certified Family Entity Owners, or (ii) any corporation, partnership, limited liability company or other business organization all the interests of which are owned, directly or indirectly, by one or more of the Certified Family Entity Owners, or by one or more of the entities described in (i) above.

8. Executing Family Entity and each of the Certified Family Entity Owners, jointly and severally, agree to abide by the terms and provisions of the Lease. Executing Family Entity and each of the Certified Family Entity Owners, jointly and severally, agree to hold harmless, covenant not to sue, and agree to indemnify Lessor from and against any and all loss, cost, claim or demand of any kind or character, including, without limitation, court costs and attorneys' fees, which may in any manner result from or be traceable to the use of the Premises, Lessee's Property, the Reservoir or the Project by Lessee's Users during the Term. The waiver by Executing Family Entity and each of the Certified Family Entity Owners of any claim against Lessor for any injury or damage to persons or property, as herein provided, and the agreement of Executing Family Entity and each of the Certified Family Entity Owners to indemnify Lessor are valuable considerations for Lessor's entering into the Lease with Executing Family Entity. To the extent of the insurance required to be maintained by Executing Family Entity (but in no event in excess of the fullest extent permitted under O.C.G.A. Section 13-8-2) under the Lease, Executing Family Entity and each of the Certified Family Entity Owners hereby releases Lessor, its agents and employees from any liability for damage to property or injury to persons, regardless of the cause

of such damage or injury. Except as provided in the sentence immediately preceding this sentence and except to the extent O.C.G.A. Sections 51-3-20 et seq. are applicable thereto, the provisions of this Paragraph 8 shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto.

9. The provisions of this Certificate shall inure to the benefit of Lessor, its successors and assigns, and be binding upon Executing Family Entity and the Certified Family Entity Owners, and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Certificate. This Certificate shall be governed by and enforced and construed under the laws of the State of Georgia. This Certificate may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The executed signature pages of any counterpart hereof may be appended or attached to any other counterpart hereof; and, regardless of whether all Certified Family Entity Owners shall have executed a counterpart hereof, this Certificate shall be valid and binding upon the executing Certified Family Entity Owners notwithstanding the fact that the execution of all Certified Family Entity Owners may not be reflected upon any one single counterpart and notwithstanding the fact that this Certificate has not been executed by all Certified Family Entity Owners. All personal pronouns used in this Certificate, whether used in the masculine, feminine or neuter gender, shall include all genders, the singular shall include the plural and vice versa. No provision of this Certificate shall be construed against or interpreted to the disadvantage of any party by any court, judicial or other governmental authority by reason of such party's having been deemed to have structured, written, drafted or dictated such provision.

10. In the event of any conflict between the terms and provisions of this Certificate and the governing terms and provisions of Executing Family Entity or any Fiduciary Arrangement or Organization, the terms and provisions of this Certificate shall control for all purposes.

IN WITNESS WHEREOF, Executing Family Entity and the Certified Family Entity Owners have caused this Certificate to be duly authorized, executed and delivered, each as of the day and year set forth next to their respective signature.

Family Entity Name Goes Here
(Print legal name of Executing Family Entity)

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

_____(SEAL)
Name: _____

PLEASE NOTE:

All Certified Family Entity Owners must execute this page of the Certificate. If any Certified Family Entity Owner is under 18, their parent should sign for them, and at such time as they turn 18, an updated Certificate should be executed and delivered to Georgia Power.

Certified Family Entity Owners include without limitation all living persons who are beneficiaries (including contingent beneficiaries, such as grandchildren) of a trust, and all living persons who are members or shareholders or partners, as the case may be, in any, limited liability company, corporation or partnership.

STATE OF GEORGIA
COUNTY OF _____

FILE NUMBER _____

SAMPLE BILL OF SALE AND TRANSFER OF LEASE AND IMPROVEMENTS
(Family Entities)

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to **Name of Individual Lessee** ("Transferor") by **Family Entity Name*** ("Transferee"), the receipt and sufficiency of which are hereby acknowledged, Transferor does hereby transfer and convey to Transferee all improvements, including but not limited to all structures, fixtures and personal property attached thereto, located at Lot **Lot Number Goes Here**, Area **Area Goes Here**, Land Lot **Land Lot Goes Here** of the **District Goes Here** District of **County Name Goes Here** County, Georgia, Lake **Lake Name Goes Here**, Georgia Power Recreational Development; together with all of Transferor's interest in the lease (the "Lease") between Georgia Power Company and Transferor, located in File #**File Number Goes Here**, covering the real estate on which said improvements are situated.

*** NOTE: FOR TRUSTS, THE FAMILY ENTITY NAME IS X (OR X AND Y) AS TRUSTEES OF THE [NAME OF TRUST] PURSUANT TO [NAME OF AGREEMENT FORMING TRUST] DATED [DATE OF TRUST AGREEMENT]**

As an inducement to this improvements conveyance and lease transfer, Transferor, being first duly sworn, states under oath:

- That Transferor is the sole lessee of the Georgia Power Company lease lot upon which all improvements are located;
- That Transferor desires to transfer Transferor's interest in the Lease to Transferee;
- That Transferor is the sole owner of all improvements located on said leased property and all improvements used in connection with said leased property and located adjacent thereto (including, without limitation, docks and boathouses); and
- That there are no outstanding liens or encumbrances of any type against said improvements on said leased property or adjacent thereto.

As an inducement to this improvements conveyance and lease transfer, Transferee, being first duly sworn, states under oath:

- That Transferee and Georgia Power Company have executed Georgia Power Company's form of lake lot lease and Family Entity Lease Addendum to such lake lot lease;

This Bill of Sale is subject to the terms and conditions of that certain Family Entity Lease Addendum (with respect to the lease with Transferee) between Georgia Power Company and Transferee and that certain Certificate by Transferee and the Certified Family Entity Owners in favor of Georgia Power Company identified in and attached to the Family Entity Lease Addendum.

This ____ day of _____, 20__.

Transferor: **LESSEE'S NAME**

Signed, sealed and delivered in the
presence of:

Witness

Signed, sealed and delivered in the presence of
and sworn to and subscribed before the
undersigned this ____ day of _____ 20__.

Notary Public

Transferee: **FAMILY ENTITY NAME**

By: Signature Of Officer, Trustee, Partner Or Manager
Name: Type Name of Person Signing
Its: Position of Person Signing, such as President, Trustee, Partner or Manager

Signed, sealed and delivered in the
presence of:

Witness

Signed, sealed and delivered in the presence of
and sworn to and subscribed before the
undersigned this ____ day of _____ 20__.

Notary Public



What Buyers Should Know About Flood Hazard Areas & Flood Insurance



2018 Printing

This brochure was prepared courtesy of the Georgia Association of REALTORS® to help buyers in Georgia learn more about Flood Hazard Areas and Flood Insurance. The information herein is general in nature and is not intended to be exhaustive. Some of the information may not apply to specific properties. Buyers are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

In Georgia, it is generally the buyer's obligation to determine if a property is in a flood hazard area. While the potential for flooding may be more apparent when a property is located close to an ocean, river or stream, flooding can occur in any low lying area or area through which storm water runoff drains. Whether a property is located in a flood hazard area can be determined by having a survey done in which the surveyor is asked to identify the boundaries of any flood hazard areas, reviewing floodplain maps on the national www.FloodSmart.gov website or checking with your local planning department in the city or county in which you live. Our Georgia courts have ruled that if a portion of a property is in a special flood hazard area, the buyer should reasonably expect that some flooding may occur on the entire property.

The boundaries of flood hazard areas can change over time. Just because a property was not in a flood hazard area in the past does not mean that it may not be in one today. The boundaries of flood hazard areas can change due to changing weather patterns and a generally increased risk for more severe weather, greater precision in floodplain mapping and increased development in an area that may cause greater storm water runoff than in the past. Rather than relying on seller disclosures in this area, it is best to independently verify whether or not property is located in a flood hazard area.

Properties in flood hazard areas are at risk for different types of flooding. The baseline standard for flooding, known as the base flood, are properties where there is a one percent annual chance of flood. This is also called the 100-year floodplain. However, within this category there are many sub-categories that determine the type of flooding that may occur. So, for example, depending on the location of a property, the flooding may include wave action, be in an area where the property is in a floodway where there is a deniable channel of rapidly moving floodwater or be in a shallow floodplain where flooding of 1-3 feet may occur but with no deniable floodwater channel. Properties within the 100-year floodplain are categorized as being in a special flood hazard area or zone.

The cost of flood insurance will vary based upon the risk of damage resulting from flooding. Not all buyers pay the same amount for flood insurance. FEMA or the Federal Emergency Management Agency has prepared Flood Insurance Rate Maps ("FIRM") that try to quantify the degree of risk of being in different types of flood hazard zones. The greater the risk of damage from flooding, the more the property owner will pay for flood insurance. There is a National Flood Insurance Program that helps ensure that most properties in a flood hazard area can buy flood insurance. However, the federal government does not sell flood insurance. Instead, this can only be purchased from an insurance professional.

Flood insurance premiums will likely increase. In 2012, changes were made to the National Flood Insurance Program that will increase the cost of flood insurance. In particular, the law provides for the gradual elimination of a variety of existing federal subsidies for flood insurance. The goal of the changes is for property owners to eventually be charged insurance rates based upon the true risk of damage resulting from flooding. Over time, the properties that will likely see the largest increases are properties with severe repetitive losses, properties where flood losses have exceeded the value of the property and properties improved over 30% of fair market value. Since some of the anticipated increases in flood insurance premiums may be significant, buyers are encouraged to get a price quote from an insurance professional early in the home buying process.

Flood insurance does not necessarily pay for all damage to a property. A standard flood insurance policy only pays for direct physical damage to a property caused by flooding. On 1–4 residential buildings there is a policy coverage limit of \$250,000 through the National Flood Insurance Program. This means that if a \$750,000 house is flooded, the insurance will only pay \$250,000 of that damage. In addition, damage to personal property in the property is capped at \$100,000 under the National Flood Insurance Program. Subject to certain limitations, excess flood insurance is available through private insurance companies.

There are some properties where flood insurance is not available. In 1982, a federal law was passed restricting development on land designated as being a part of a coastal barrier resource system. In Georgia, most coastal barriers are dunes and other land near oceans that act as a buffer to protect properties further inland against flooding. Houses built in a Coastal Barrier Resource System (“CBRS”) area are only eligible for flood insurance if the house was built prior to 1982.

Common flood zone designations:

- AO - River or stream flood hazard areas in the 100-year floodplain where there is a chance of shallow flooding
- AE - Areas within the 100-year floodplain
- V - Coastal areas in the 100-year floodplain where there is an additional hazard associated with storm waves
- AH - Areas within the 100-year floodplain where there is a risk of shallow flooding usually in the form of a ponding water
- B and X (shaded) - Areas between the 100 and 500 year floodplain
- C and X (unshaded) - Areas of minimal flood hazard above the 500-year flood level

Should I avoid buying a property in a flood hazard area? Only a buyer can decide whether the benefits of living near water outweigh its risks. Living near water is viewed by most Americans as highly desirable. Water creates many opportunities for outdoor recreation, is aesthetically pleasing to look at and is generally viewed as having a calming effect on people. As a result, waterfront properties typically command far higher sales prices than non-waterfront properties. The tradeoff in living near water is an increased risk of flooding.

Ordering a CLUE Report (Comprehensive Loss Underwriting Exchange Report) provides a 7-year insurance loss history of a home including losses by flooding. This report can be ordered through an insurance professional or purchased directly. Reviewing this report gives buyers valuable information on the frequency of flooding and the type of damage, if any, resulting from flooding. As such, a CLUE Report can help a buyer evaluate the risks and rewards of buying a home in a flood hazard area. Not all properties in a flood hazard area flood while others flood on a regular basis.

How the improvements on a property located in a flood hazard area are constructed can also sometimes have a bearing on the buyer's purchasing decision. If the improvements are elevated off the ground and do not include a basement, the actual risk of flooding may be much lower than if the improvements are constructed on grade.

ANNUAL EXPENSES WORKSHEET



Expense Item	Property A	Property B
County Property Taxes		
Georgia Power Passthrough Tax (leased property only)		
Homeowners Insurance		
Flood Insurance (if required)		
Electricity		
Propane Gas		
Caretaker		
Satellite or Cable		
Internet		
Private Security (Mountain Patrol or Mountain Lakes Security)		
Yard Care		
Trash Service		
General Maintenance		
Total		

VENDOR LIST CAVEAT

The Lake Team strives to provide the highest level of service for our clients and customers. When we are fortunate enough to place a property under contract we recognize it is not always convenient or possible for you, the buyer, to attend all necessary inspections. We can provide a list of several inspection specialists for you to choose from, and we can attend the inspections in your place and gather information pertinent to the property.

Although we may be present at an inspection, it is you who is ultimately responsible to understand each inspector's conclusions. We would encourage you to ask questions directly to those individuals or companies you have engaged for these tasks. While we can recommend inspectors that we have first hand knowledge of, the selection of these inspectors should be your responsibility. Our aim is for you to have all of the information you need to make a well informed decision.



Vendor List

Appliance Sales & Repair

Blossman Appliance	706-782-8305
City Plumbing & Electric	706-746-2890
Deal's Appliance Service	706-782-3760
Fradly Appliance	706-782-2270
Freeman Gas & Electric Company	706-782-1703
Home Depot	706-782-4664

Appraisers

Robbie Brown	706-782-7808
Brad Fisher	706-212-0591
Suttles & Associates	706-782-1974
West Appraisal Service (Caroline West English)	706-782-9780

Attorneys (Real Estate)

Thomas Biswinger	706-208-8484
Campbell & Brannon	404-504-8700
Cheryl Dillard	706-782-3529
Al English	706-782-4285
Bruce Russell	706-782-6240
David Smith	706-782-4285

Banking & Mortgage Companies

Bank of N. Georgia (Maggie McMullan)	770-256-6403 or 678-784-7110
Brand Mortgage (Bruce Grant)	678-226-7856
Capital Mortgage Funding	706-982-4081
First American Bank (Jim Antosiak)	706-782-3232
Homestar Financial Corp.	706-776-1088
Northpointe Bank (Bonnye Williams)	828-516-8510
Rabun County Bank	706-782-4571 or 706-746-2221
Regions Bank	706-782-4555
South State Bank (formerly SCB&T)	706-782-2265
Oconee Federal	706-782-3738
United Community	706-782-7100

Blinds, Shutters & Window Treatments

Reeves	706-782-4253
Warwoman Trading Company	706-782-5339

Boat Lifts

Lakemont Hoist & Welding	706-782-1842
--------------------------	--------------

Building/Home Inspectors

Clark Home Inspection Company	706-746-2738
Helm Inspection Services	706-499-5012
Hotle Home Inspections (radon testing)	888-259-8485
John Hudson (radon testing)	706-969-9512
Chris Taylor	770-654-5994

Building Supplies

Country Wood Works	706-778-9663
H.D. Supply Lumber	877-776-6374
Reeves Building Supply	706-782-4219
Supply Mart	706-782-4495

Bush Hogging/Scrape Blade

William Speed	706-982-1793 or 706-782-4089
---------------	------------------------------

Cable & Satellite

Direct TV	800-783-1376
Dish Network	877-556-8899

Chimney Sweeps and Inspectors

Southern Chimney Sweeps	706-395-5566
CleanSpec, LLC - Nolan Page	706-982-1032

Cleaning Services

Amy's Green Cleaning	706-969-8182
Crystal Cross	706-982-5262
Eagle Cleaning Services	706-782-7646
Queen of Clean	706-490-4155

Computer/Network Service & Repair

Computer Network Solutions	770-317-0906
Mountain PC-MD	706-746-2627
R&H Technologies	706-782-7882

Exterminating

American Pest Control	706-782-4113
Arrow Exterminators	800-303-8007
Cottle Pest	706-212-0158
Northeast Georgia Exterminating	800-419-9485
Pierce Services	800-433-6948
TAP Pest Control Insulation	706-499-4162
Quality Pest Control	706-782-5203

Flooring (wood-tile)

Clayton Paint & Flooring	706-782-2741
Floor-It	706-248-2473
Rabun Flooring	706-782-4706

Gas Companies

Blossman	706-782-8305
Ferrellgas	706-746-6502
Freeman	706-212-0503
LP Gas	800-241-3752
Toccoa Natural Gas	706-746-3851
Tugalo	706-782-4543

Insurance

A.W. Adams Insurance	706-782-5100
Allstate Insurance	800-255-7828
Blalock Insurance	706-782-5472
Bynum Insurance	706-782-4710
Georgia Farm Bureau	706-782-4422
Integrity Insurance Solutions	706-782-0252
Nation Wide	706-212-0447
Southern States Insurance (Dallas Taylor)	706-200-1714
State Farm	706-782-5733

Hydroseeding

B&B Landscaping	706-782-3102
Travis Spivey	706-782-5992
Farron Welch	706-782-8939

Inns & Motels

Beechwood Inn	706-782-5485
Days Inn	706-782-4258
Dillard House	800-541-0671
Glen-Ella Springs Country Inn	706-754-7295
Gateway Inn	706-746-3585
Kingwood Resort	706-212-4100
Knights Inn	706-746-5321
Lake Rabun Hotel	706-782-4946
Mountain Aire Cottages	706-782-9568
Mountain Valley Inn	706-746-5373
Quality Inn & Suites	706-782-2214
Rabun Manor	706-746-2060
Regal Inn	706-782-4269
Sylvan Falls B&B	706-746-7138
White Birch Inn & Laurel Bar	706-782-4444

Internet

TruVista	706-886-2727
Windstream	800-347-1991

Lawn Maintenance

Lesley's Lawn & Landscaping	706-746-3118
Lorenzo's Landscaping	706-490-2202
MNG Property Management	706-490-3270
Rustic Countryside	678-316-6376
Zoellner Lawn Care	706-490-2449

Movers

MEN on the MOVE	877-659-6683
U-Haul Company	706-782-6422

Plumbing

All American Plumbing	706-782-9804
Complete Plumbing	706-982-5794
Perteet Plumbing (and septic)	706-782-7114

Power Companies

Georgia Power	706-782-4236
Habersham Electric	706-754-2114

Residential Management

Concierge Caretakers	706-746-3829
MNG Property Management	706-490-3270
Mountain Works Service Co.	706-782-9930

Security Systems (alarms, locks, keys, etc.)

All Pro Alarm - Heath Whittle	706-982-0086
North Georgia Security	706-782-6266
R&H Technologies	706-782-7882

Lake Security

Mountain Lakes Security	706-212-0681
Mountain Patrol	706-782-5807

Septic Inspections/Installations

Holcomb Waste Systems	706-754-1366
Bobby Welch Construction	706-746-2423
Gotta Go Portable Toilets & Septic	706-782-7114
N. Georgia Sewer & Septic	706-219-1636

Soil Scientist

A&W Soils	678-513-8001
Tom Schmitt	828-506-7729
Ward Cleveland	770-540-7883

Structural Engineer

Steve Dunlap	678-581-1000
--------------	--------------

Surveyors

Appalachian Survey	706-746-2625
Davidson Land Surveying	706-754-7498
Bill Gresham	706-754-9844
	or 404-402-3089
Lovell, Stroud & Associates	706-754-9422

Telephone Service

TruVista	706-886-2727
Windstream	800-347-1991

