

RESOLUTION R2026-05.C

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF POOLER, GEORGIA, AUTHORIZING THE PURCHASE AND ACCEPTANCE OF A BARGAIN SALE DONATION OF CERTAIN REAL PROPERTY FROM THE BEN B. WALL IRREVOCABLE TRUST DATED DECEMBER 27, 2011; AUTHORIZING THE EXECUTION OF A LAND DONATION AND PURCHASE AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the **BEN B. WALL IRREVOCABLE TRUST** dated **December 27, 2011** ("Donor") is the owner of certain real property consisting of approximately 27.662 acres, more or less, located at 1301 E US Highway 80 and 1323 E US Highway 80, Pooler, Chatham County, Georgia ("Property"); and

WHEREAS, Donor has offered the Property to **THE CITY OF POOLER**, a municipal corporation existing under the laws of the State of Georgia ("City") for a purchase price of \$1,500,000.00 ("Purchase Price"), with the remaining value of the Property to be donated to the City by Donor as a charitable contribution; and

WHEREAS, Donor and City agree that the Purchase Price is below the fair market value of the Property; and

WHEREAS, notwithstanding the foregoing, the Donor has offered to donate the Property to City for public and municipal purposes; and

WHEREAS, the City is authorized under the City's City Charter to purchase real property and the City is authorized under O.C.G.A. § 36-37-2 to receive donations of real property by deed of gift or otherwise, subject to such conditions as may be specified in the instrument of donation; and

WHEREAS, a Land Donation and Purchase Agreement (the "Agreement") has been prepared, which outlines the terms of the transfer, including the delivery of a Trustee's Deed and certain covenants regarding the use of the Property; and

WHEREAS, the Mayor and City Council have determined that the purchase and acceptance of this Property is in the best interest of the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Pooler, Georgia, as follows:

1. Approval: The City hereby approves the acquisition and acceptance of the Property as a bargain sale.
2. Payment and Donation: The Mayor the City is hereby authorized to execute that certain Agreement, attached hereto, which is incorporated herein by reference, and to execute all other documents contemplated therein and to effectuate the payment of the Purchase Price to Donor at the closing on the Property.

3. Tax Compliance (Form 8282): The City further acknowledges that the City shall execute an IRS form 8282, if the City sells, exchanges, or otherwise disposes of the Property within three (3) years of the date of the closing and City shall provide a copy of such filing to the Donor.

4. Effective Date: This Resolution shall become effective immediately upon its adoption.

SO RESOLVED this ____ day of _____, 2026.

CITY OF POOLER, GEORGIA

By: _____
Name: Karen Williams
Its: Mayor

Attest:

By: _____
Name: Kiley Fusco
Its: City Clerk / Clerk of Council

(SEAL)

LAND DONATION AND PURCHASE AGREEMENT

THIS LAND DONATION AND PURCHASE AGREEMENT ("Agreement") by and between **BEN B. WALL, as Trustee of the BEN B. WALL IRREVOCABLE TRUST** dated **December 27, 2011** ("Donor") and **THE CITY OF POOLER**, a municipal corporation existing under the laws of the State of Georgia ("City"), is made effective as of the date this the Agreement is last signed by Donor or City ("Effective Date").

WITNESSETH:

WHEREAS, Donor is the owner of the real property consisting of approximately [27.662] acres, more or less, of land located at 1301 E US Highway 80 and 1323 E US Highway 80, Pooler, Chatham County, Georgia, as described in **Exhibit A** attached hereto and incorporated herein ("Property"); and

WHEREAS, the City desires to utilize the Property for public purposes and to acquire and accept the donation of the Property under the terms and conditions set forth in this Agreement.

NOW THEREFORE, for the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, Donor and City hereby covenant and agree on the following terms and conditions:

1. CONVEYANCE OF PROPERTY. Donor agrees to convey the Property to the City by trustee's deed in substantially in the form of deed attached as **Exhibit B** and incorporated herein ("Deed"). The Property is conveyed subject to all matters of record and any matters that would be discoverable by a survey, title search, or inspection of the Property (collectively, "Permitted Exceptions").

2. CASH CONSIDERATION. At Closing, City shall pay to Donor the sum of \$1,500,000.00 ("Purchase Price").

3. VALUATION OF CHARITABLE CONTRIBUTION. The parties acknowledge and agree that the fair market value ("FMV") for the Property exceeds the Purchase Price. The difference between the FMV and the Purchase Price shall constitute a charitable contribution to the City by Donor.

4. FAIR MARKET VALUE. Donor has obtained that certain Appraisal Report dated May 01, 2026, prepared by Dewitt Valuation & Consulting, which states that FMV of the Property is \$12,000,000.00 ("Appraisal"), a copy of which has been provided to the City.

5. INSPECTION OF THE PROPERTY.

a. The City, its agents and any independent contractor retained by the City have completed their inspection of the Property prior to the date hereof.

b. The City shall be fully responsible for all acts and omissions of its agents, employees, licensees, invitees and representatives and any independent contractors employed by or paid by or on behalf of the City in its inspection of the Property.

c. The closing of the transaction contemplated by this Agreement shall occur on or within ten (10) days of the Effective Date, but no later than June 05, 2026 (“Closing”).

6. CLOSING DOCUMENTS AND DELIVERIES. At the Closing, Donor will execute and deliver (i) the Deed, (ii) an Affidavit of Non-Foreign Status, (iii) a Georgia Affidavit of Seller’s Residence, and (iv) any other documents reasonably necessary for the consummation of this donation (collectively, “Closing Documents”). At the Closing, the City will execute and deliver any documents reasonably necessary for the consummation of this donation, including but not limited to IRS Form 8283 acknowledging the donation portion of the transfer (being the difference between the FMV and the Purchase Price), and City shall deliver the Purchase Price to Donor.

7. CLOSING COSTS AND LEGAL REPRESENTATION. Donor shall pay any transfer tax on the Deed, if any, the costs associated with the recording of the Deed, and its attorneys’ and consultants’ fees. The City shall pay the cost of any inspections of the Property and its attorneys’ and consultants’ fees. The Closing shall be conducted by and through the law firm of Weiner Shearouse Weitz Greenberg & Shawe LLP, as closing attorney (“Closing Attorney”), whose fees and costs shall be paid by the City.

8. TITLE EXAMINATION AND TITLE INSURANCE. At City’s sole cost and expense, City will review title and shall order a title commitment on the Property for an ALTA owner’s policy with extended coverage from Closing Attorney and written upon a title insurance company of the City’s choice in the amount of the Purchase Price. City may elect to obtain a survey. If City’s title review or the title commitment or survey discloses defects in or encumbrances, covenants or restrictions on title which are objectionable to City (“Title Defects”), City shall give Donor written notice of objectionable matters on or before the Closing Date, and Donor shall have until the Closing Date to use commercially reasonable efforts to attempt to cure the Title Defects. If all such Title Defects are not cured by Closing, City may elect if such Title Defects materially and adversely impact the City’s intended municipal use of the Property to either terminate this Agreement or to waive the uncured Title Defects and proceed to close, thereby agreeing to accept title subject thereto. If Donor fails or is unable to cure the Title Defects within any extended period, City may then elect to either terminate this Agreement or waive the uncured matters and proceed to close. Notwithstanding anything to the contrary, and whether City objects to the same in a written notice to Donor, if the Property is encumbered by any liens or encumbrances of a definite or ascertainable monetary amount, Donor shall cause the same to be paid and released at Closing from the proceeds due Donor.

9. TITLE UPDATE; SELLER’S EXPRESS REPRESENTATIONS AND WARRANTIES. City may update the title to the Property prior to Closing, and if such update reveals any objectionable title matters arising after the effective time of City’s title commitment, City may provide a written objection to Donor, in which case the procedure specified in the preceding Section shall be followed, except that Donor shall have until the day prior to Closing to attempt to cure any such new title objections, failing which City may elect to extend the Closing Date by thirty (30) days to allow for cure, or terminate this Agreement.

10. DONOR’S EXPRESS REPRESENTATIONS AND WARRANTIES REGARDING TITLE. Donor represents and warrants that, to the best of its knowledge: (i) it has received no written notices of a violation relating to the Property of any law or ordinance that remains uncured; (ii) it is the sole owner of fee simple title to the Property; (iii) there are not third parties having a lease or other right to purchase, possess, or occupy any part of the Property (other than the

City hereunder); and (iv) there is no pending or threatened litigation or condemnation or eminent domain proceeding relating to the Property (collectively “Donor’s Express Title Representations and Warranties”). If Donor learns before Closing that any of these representations and warranties are not or become untrue, Donor will notify City in writing of the same prior to Closing. If a representation and warranty which was true when made later becomes untrue, City will have the right to either: (a) proceed to Closing, thereby waiving such matter; or (b) terminate this Agreement prior to Closing. All Seller representations and warranties shall be merged into the Deed at Closing.

11. AS IS, WHERE IS; TITLE. It is understood and agreed that the City accepts the Property “AS IS”, “WHERE IS” and “WITH ALL FAULTS”, without any written or oral representations and warranties of any kind, whether express or implied or arising by operation of law, as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied. Donor specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning the Property except for the limited warranty of title in the Deed and except as otherwise provided in this Agreement or the Deed, including, but not limited, to (i) the present or future physical conditions or suitability of the Property; (ii) the availability of roadway access, water, sewer, or electrical, gas or other utility services; (iii) the location of the Property or any portion thereof within any flood plain, evacuation zone, flood-prone area, or watershed; (iv) the number of acres of the Property; (v) the current or future zoning classification; (vi) applicable state, federal or local land use restrictions, regulations or covenants; (vii) the presence of any hazardous substance located on, under or about the Property, and (viii) any other matter or thing affecting or relating to the Property or to its suitability for any purpose whatsoever. The City acknowledges that the City is accepting the Land based solely upon City’s own independent investigation and findings concerning the Property and not in reliance upon any information provided by Donor’s agents, members, employees, contractors or brokers.

12. REPRESENTATIONS AND WARRANTIES OF DONOR. Donor hereby represents and warrants to the City that:

- a. Donor has full power and authority to execute this Agreement and to perform the obligations of Donor;
- b. The person who has executed this Agreement is duly authorized to do so;
- c. It is not aware of any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the Property or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, or local agency or other governmental instrumentality;
- d. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein do not constitute a violation or breach by Donor of any provisions of any agreement or other instrument to which it is a party or to which it may be subject, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Donor.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CITY. The City hereby represents and warrants to and covenants with Donor that:

a. The City is a municipal corporation existing under the laws of the State of Georgia and has full power and authority to execute this Agreement and to perform the obligations of the City hereunder;

b. The individual executing this Agreement is authorized and empowered to execute this Agreement on behalf of the City, and the execution of this Agreement by such individual shall bind the City to the terms and conditions of this Agreement.

c. City acknowledges that the Donor is making this conveyance as a charitable contribution/donation to the City.

c. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not constitute a violation or breach by the City of any provisions of any agreement or other instrument to which it is a party or to which it may be subject, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against the City; and

e. It has not engaged any broker or real estate agent in connection with the donation of the Property.

14. NOTICES. Notices required or permitted by this Agreement shall be given as follows:

To Donor: Ben B. Wall Irrevocable Trust dated December 27, 2011
Attention: Ben B. Wall, Jr.
125 Pine Meadow Drive, Suite B
Pooler, Georgia 31322

with a copy to: HunterMaclean
Attention: Joshua Yellin
200 East Saint Julian Street
Savannah, Georgia 31401
E-mail: jyellin@huntermaclean.com

To City: City of Pooler
Attention: Heath Lloyd, City Manager
100 U.S. Highway 80
Pooler, Georgia 31322
E-mail: hlloyd@pooler-ga.gov

with a copy to: City of Pooler
Attention: Craig Call, City Attorney
100 U.S. Highway 80
Pooler, Georgia 31322
E-mail: ccall@smaclegal.com

Any notice or demand which must or may be given under this Agreement or by law shall be in writing or by electronic facsimile and shall be deemed to have been given when delivered either by a verified facsimile, personal delivery, by means of an overnight courier delivery service (such as

Federal Express) or by certified mail, return receipt requested, full postage prepaid, addressed to the respective parties at the addresses stated herein. The foregoing addresses may be changed by facsimile, personal delivery or the giving of a written notice as provided in this Section 9.

15. COVENANTS. City acknowledges that Donor is making this conveyance as a charitable contribution. City hereby covenants and agrees that the Property shall be used solely for public purposes for a period of no less than three (3) years from the date of the Closing. The City further acknowledges that the City shall execute an IRS form 8282, if the City sells, exchanges, or otherwise disposes of the Property within three (3) years of the date of the closing and City shall provide a copy of such filing to the Donor.

16. ASSIGNMENT. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, provided the City may not assign its rights, obligations, or interest under this Agreement without the prior written consent of Donor, and any attempted assignment will be void.

17. ATTORNEYS' FEES AND COSTS. In any suit or other proceeding brought by the City or Donor concerning this Agreement, the prevailing party shall be entitled to recover from any defaulting party reasonable attorneys' fees, costs and expenses actually incurred in such suit or proceeding or in any appeal.

18. DEFAULT AND REMEDIES. The City is a municipal corporation of the State of Georgia and, as such, is protected by the doctrine of sovereign immunity except to the extent such immunity has been expressly waived by applicable law. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or as an agreement by the City to subject itself to suit, liability, or remedies beyond those expressly permitted under Georgia law, including without limitation O.C.G.A. Section 36-33-1, et seq. Accordingly, the default and remedy provisions set forth herein apply solely to Donor's default and are not intended to, and do not, grant Donor any right of action against the City beyond those remedies, if any, available at law.

a. Donor Default. If Donor refuses to close the transaction and convey title to the Property to City in accordance with the terms of this Agreement, City shall have the right to pursue any and all remedies available at law or in equity, including without limitation the right to bring an action for specific performance to compel Donor to convey the Property as contemplated herein, and/or an action for damages. The parties acknowledge that the Property is unique and that monetary damages alone may be an inadequate remedy for Donor's breach, and accordingly City's right to seek specific performance is expressly agreed to and shall not be subject to challenge by Donor on the basis that an adequate remedy at law exists. In addition, if the City prevails in such action, City shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with enforcing its rights under this Agreement.

b. Sovereign Immunity; Limitation on Donor's Remedies Against City. Donor expressly acknowledges that the City is a governmental entity protected by the doctrine of sovereign immunity under the Constitution of the State of Georgia and applicable Georgia law, and that no provision of this Agreement shall be deemed or construed to constitute a waiver of the City's sovereign immunity under the Constitution of the State of Georgia and applicable Georgia law, and that no provision of this Agreement shall be deemed or construed to constitute a waiver of the City's sovereign immunity. Donor further acknowledges, consistent with the existing provisions of this Agreement that the City

has not agreed to indemnify, hold harmless, or otherwise expose itself to liability beyond that permitted by Georgia law. In the event the City fails to perform any obligation under this Agreement, Donor's sole recourse shall be limited to such remedies, if any, as may be available against a municipal corporation under applicable Georgia law.

19. GEORGIA LAW; VENUE. This Agreement is governed by the laws of the State of Georgia, and venue shall be in any court of competent jurisdiction in Chatham County, Georgia.

20. GENDER; INTERPRETATION; SEVERABILITY. As used in this Agreement, the singular includes the plural, and the plural includes the singular as the context may require. In the event of a dispute concerning the interpretation of this Agreement regarding any matter, the parties waive the doctrine that an ambiguity should be interpreted against the party that drafted the document. If any term or provision of this Agreement or the application thereof to any person or circumstance is deemed to be, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and may be enforced to the fullest extent permitted by law.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

22. WAIVER. No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms and provisions of this Agreement.

23. EXHIBITS AND INCORPORATED PROVISIONS. This Agreement includes and incorporates the following additional documents, which are incorporated herein by this reference:

Exhibit A	Legal Description of Property
Exhibit B	Deed

18. ENTIRE AGREEMENT; AMENDMENT. This Agreement, including the exhibits, constitute the entire agreement between the parties with respect to the Property. Any current or prior understandings, statements, representations, undertakings, incentives or agreements, oral or written, express or implied, are hereby disclaimed, void and of no effect. This Agreement may be amended only in writing executed by both the City and Donor.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be effective as of the date set forth above.

For Donor: **BEN B. WALL IRREVOCABLE TRUST dated December 27, 2011**

By: _____
Name: Ben B. Wall
Its: Trustee

Date: _____

Sworn to and subscribed before me this

____ day of _____, 2026.

WITNESS

NOTARY PUBLIC

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be effective as of the date set forth above.

For the City:

THE CITY OF POOLER, a municipal corporation existing under the laws of the State of Georgia

By: _____
Name: Karen Williams
Its: Mayor

Attest:

By: _____
Name: Kiley Fusco
Its: City Clerk / Clerk of Council

Date: _____

Sworn to and subscribed before me this

____ day of _____, 2026.

WITNESS

NOTARY PUBLIC

EXHIBIT A TO AGREEMENT

Legal Description of Property

[to be inserted prior to execution]

EXHIBIT B TO AGREEMENT

Trustee's Deed

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

Return Recorded Document to:
Weiner, Shearouse, Weitz, Greenberg & Shawe, LLP
Attn: Christopher R. Lane
14 E. State Street
Savannah, Georgia 31401
File No. _____

STATE OF GEORGIA)
)- TRUSTEE'S DEED
COUNTY OF CHATHAM)

THIS INDENTURE, made this ___ day of _____, 202__, between Ben B. Wall, solely in his capacity as Trustee of the Ben B. Wall Irrevocable Trust dated December 27, 2011 (hereinafter referred to as "Grantor"), and _____, (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

WHEREAS, Grantor, as the duly qualified and acting Trustee under and pursuant to the powers and authority contained in that certain TRUST AGREEMENT _____, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, including the public benefit and as a charitable contribution to the Grantee of the remaining value of the Property, as hereafter defined, the receipt the receipts and sufficiency of which is hereby acknowledged, and acting under and pursuant to the terms of the aforementioned trust, has granted, bargained, sold, aliened, transferred, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, transfer, convey and confirm unto the said Grantee, the following property ("Property"), being more particularly described on Exhibit A attached hereto.

THIS CONVEYANCE is made subject to all zoning ordinances and all items of record, including easements, plats, and restrictions affecting said described property.

TO HAVE AND TO HOLD the the Property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantee forever in FEE SIMPLE. Grantor expressly covenants that Grantor, in his capacity as Trustee, is seized of the Property sin good fee simple title and has the full right, power and authority to convey the same; that the Property is free and clear of any liens, claims or encumbrances created by Grantor and that Grantor will forever WARRANT and DEFEND the said premises against the claims of all persons owning, holding or claiming by, through or under the said Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered _____

in the presence of:

Witness

Notary Public

By: _____(SEAL)

Name: _____

Title: _____

EXHIBIT "A"
Legal Description of Property