

INVITATION TO BID

BID NO. 15-0022-4

PROPERTY SALE OF 4020 OGEECHEE ROAD, SAVANNAH, GEORGIA  
(formally 84 Lumber)

PUBLIC BID OPENING: 11:00 AM, MARCH 13, 2015

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.**

GENERAL INFORMATION AND INSTRUCTIONS TO BID

SURETY REQUIREMENTS - N/A

PROPOSAL

PLANS/SPECIFICATIONS – N/A

PERFORMANCE BOND – N/A

PAYMENT BOND – N/A

CONTRACT

LEGAL NOTICE

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S) \_\_\_\_\_

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: \_\_\_\_\_

\_\_\_\_\_

DATE

\_\_\_\_\_  
SIGNATURE

CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING AGENT  
1117 EISENHOWER DRIVE - SUITE C  
SAVANNAH, GEORGIA 31406  
(912) 790-1622

**Date: February 23, 2015**

**BID NO. 15-0022-4**

**GENERAL INFORMATION FOR INVITATION FOR BID**

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 11:00 AM local time, MARCH 13, 2015, at which time they will be opened and publicly read.** The County reserves the right to reject **all bids that are non-responsive or not responsible.**

Instructions for preparation and submission of a bid are contained in this Invitation To Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

## INSTRUCTIONS TO BIDDERS

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply Chatham County with equipment, supplies, and/or services as described herein. All bids are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Bids:** All bids shall be:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.3 **How to Submit Bids:** All bids shall be:

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
  1. **Mailing Address: Chatham County Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**
  2. **Hand Delivery: Purchasing Agent, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

**BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2)

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- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

1.3 **How to Submit Bids: All bids shall be:**

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

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**BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
- b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.

- c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

1.5 **N/A:**

1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County.

1.8 **Bid Tabulation:** Tabulations for all bids will be posted for thirty (30) days after the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at <http://purchasing.chathamcounty.org>.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

BY \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
Phone / Fax No's. / e-mail

**DESCRIPTION FOR:**

**BID NO. 15-0022-4**

**PROPERTY SALE OF 4020 OGEECHEE ROAD, SAVANNAH, GEORGIA**  
**( formally 84 Lumber)**

The subject of this offering comprises a former retail lumber facility ( 84 Lumber) oriented within the confines of an approximately 9,256 acre site.

With reference to the records of Chatham County and architectural plans prepared on behalf of the former owner, the building improvements were reportedly constructed circa 2003 and comprise multiple structures approximating an aggregate 45,858 enclosed and open shed square feet.

Site improvements include but are not limited to asphalt paving providing internal drives, parking as well as material staging areas, perimeter metal fencing serviced by double gated entries, a septic tank drain field and detention-retention areas.

ON BEHALF OF CHATHAM COUNTY  
AN OFFERING OF 4020 OGEECHEE ROAD  
SAVANNAH, CHATHAM COUNTY, GEORGIA 31405



AS OF

JANUARY 2015

BY

WHITLEY AND ASSOCIATES, INC.  
800 COMMERCIAL COURT, SUITE TWO  
SAVANNAH, CHATHAM COUNTY, GEORGIA 31406

## OFFERING DISCLAIMER

*This offering summary has been prepared solely for informational purposes. It has been designed to assist a potential purchaser in determining whether it wishes to proceed with an in-depth investigation of the subject property.*

*While the information contained herein is from sources deemed reliable, it has not been independently verified by the owner, the owner's agent (Whitley & Associates, Inc.) or any of its affiliates. Therefore, neither the owner (Chatham County), the owner's agent (Whitley & Associates, Inc.) nor its affiliates make any representations with respect to the information.*

*This offering summary is provided subject to errors, omissions, and changes in the information and is subject to modification or withdrawal. The contents herein are not to be reproduced without the express written consent of the owner or any of its affiliates. The owner expressly reserves the right, at their sole discretion, to reject any or all bid proposals or expressions of interest in the subject property and to terminate discussions with any party at any time with or without notice. In addition, it is expressly understood, that any other agent, prospective purchaser or purchaser has not relied on the information as contained herein and any decision to acquire is based solely on the acquiring parties and it's agents if applicable, independent personal inspections and due diligence.*

*Furthermore, the property as contemplated herein is being sold on an "as-is" and "where-is" basis with no Seller or Agency warranties or representations.*

## SUMMARY OF OFFERING

Property Description : The subject of this offering comprises a former retail lumber facility (84 Lumber) oriented within the confines of an approximate 9.256 acre site.

With reference to the records of Chatham County and architectural plans prepared on behalf of the former owner, the building improvements were reportedly constructed circa 2003 and comprise multiple structures approximating an aggregate 45,858 enclosed and open shed square feet.

Site improvements include but are not limited to asphalt paving providing internal drives, parking as well as material staging areas, perimeter metal fencing served by double gated entries, a septic tank drain field and detention-retention areas.

Declaration Of Restrictive Covenant : It is important to note that the property that is the subject of this offering is subject to a Restrictive Covenant which encumbers the property by precluding utilization as an operational facility for a retail lumber or building supply business and/or truss manufacturing. The restriction is for twenty (20) years ending November 16, 2030.

Offering : **Sale is scheduled to follow the "Seal Bid Process" as provided by Georgia Law (O.C.G.A. 36-9-3). All Bids are required to be submitted as of March 13, 2015, by no later than 11:00 A.M. and must be delivered to The Purchasing Department of Chatham County, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

**Minium Bid of \$1,875,000**

Contact : Ben G. Whitley  
Whitley & Associates, Inc.  
800 Commercial Court  
Suite Two  
Savannah, Chatham County, Georgia 31406  
Office: 912-355-9991  
Mobile: 912-661-3482

January 2015

Re: Invitation To Bid

Property Address: 4020 Ogeechee Road, Savannah, Chatham County, Georgia 31405

Property Identification Number: 02-0792-01-019

The County is auctioning to the highest bidder its ownership of 4020 Ogeechee Road, Savannah, Chatham County, Georgia 31405 and being legally described as:

“All that tract or parcel of land lying and being in the City of Savannah, Chatham County, Georgia, and being shown and designated as Parcel 5, Minor Subdivision of the Shuman Minor Subdivision, 7<sup>th</sup> G.M. District, Chatham County, State of Georgia,” prepared by Carl R. Jackson, Georgia R.L.S. No 2555, dated December 21, 2001, recorded in Plat Record Book 21-P, Page 34, Chatham County, Georgia Records.

The above described property is bounded as follows: North by the Southern boundary line of Parcel 4, said Minor Subdivision, east by lands now of formerly of Seaboard Coastline Railroad; south by U.S. Highway 17; and west by that certain easement sometimes referred to as Shuman Boulevard.

Together with a nonexclusive ingress, egress and utility easement over and across a 100-foot wide tract or parcel of land lying west of and contiguous to the captioned property as a 100-foot wide Access and Utility Easement (also known as Shuman Boulevard).

The same property being subject to Easements as shown in Plat Record Book 21 P; Folio 34 recorded in the Clerk of Superior Court of Chatham County, Georgia.

Subject, however, to all covenants, valid restrictions, taxes for the current year, easements and rights-of-way of record.”

Said sale will follow the “Sealed Bid Process” as provided by **Georgia State Law (O.C.G.A. 36-9-3)**.

- ◆ 2.1 Sale will be to the highest responsible bidder.
- ◆ 2.2 Chatham County retains the right to reject all bids or cancel the proposed sale.
- ◆ 2.3 Public Notice shall be by publication in *The Savannah Morning News* at least 15 days before the sale. The legal notice shall include a legal description of the property.
- ◆ 2.4 Descriptions, bid packages and further information are available on the County’s website at [www.chathamcounty.org](http://www.chathamcounty.org) or at the Chatham County Purchasing Office located at 1117 Eisenhower Drive, Suite C, Savannah, Chatham County, Georgia 31406.

Conditions of the proposed sale includes:

- ◆ 3.1 Sale will be to the highest responsible bidder in a single amount. Minimum acceptable bid will be \$1,875,000.
- ◆ 3.2 Sale will be in “As Is” and “Where Is” condition with no warranties or representations.
- ◆ 3.3 The highest bidder will be required to pay 10% (nonrefundable) as earnest monies of the sales amount within three (3) days of the sale date. **(THIS AMOUNT WILL NOT BE REFUNDABLE)**. The balance of the sales amount will be payable within thirty (30) days, or at the earliest possible date of closing, should it be in Chatham County’s best interest.
- ◆ 3.4 The highest responsible bidder will be required to sign a “like-kind” as contained in this offering memorandum Purchase Agreement and provide it fully executed concurrently with the payment of the 10% nonrefundable earnest money. Bidders should review the Purchase Agreement prior to bidding and be prepared to present a signed copy concurrent with the payment of 10% nonrefundable earnest money.
- ◆ 3.5 The name of the second highest bidder will be recorded. Should the highest bidder not meet the deadlines provided, the second highest bidder will be provided an opportunity to close in accordance with the deadlines.

## PROPERTY DESCRIPTION

As previously stated, the subject of this offering consists of a former retail lumber facility (84 Lumber) which generally consists of two enclosed structures being an approximate 20,458 square foot showroom-retail-office-warehouse building and a detached 18,200 square foot warehouse-storage building as well as one, detached covered open-end “shed” type building comprising 7,200 covered square feet with all being located within the confines of an approximate 9.256 acre site.

Site improvements include asphalt paving providing internal drives, parking areas as well as material staging areas, perimeter metal fencing served by three independent double gated entries, septic tank drain field and a detention-retention area located at the approximate northwest corner of the site.

A more detailed description of land, building and site improvements is as follows.

## LAND DESCRIPTION

- Area : Referencing an available plat of survey, the underlying land is estimated to comprise approximately 9.256 acres.
- Vehicular Access : Primary vehicular access is available via a singular asphalt paved drive located along the eastside of the northbound lane of Shuman Boulevard (access easement).
- Shape and Boundaries : The property is slightly irregular possessing a southern boundary of approximately 775.67 lineal feet along the northside of the westbound lane of U.S. Highway 17 (Ogeechee Road), a western boundary of approximately 450.46 lineal feet along the eastside of the northbound lane of an approximate 100 foot wide access and utility easement sometimes referred to as Shuman Boulevard, a northern boundary of approximately 1,044.01 lineal feet along southern boundary line of the lands now or formerly owned by Inert Georgia, Inc. and an eastern boundary of approximately 509.69 lineal feet along lands of CSX Railroad.
- Flood Map Panel and Zone : With reference to Federal Emergency Management Agency Flood Maps, Panel 130030 80 C, it appears the property is located within Zone X, which are areas determined to be outside the limits of the 100-year flood plain and 500-year flood plain.

Municipal Services  
and Public Utilities

:

Municipal services include potable water (a City of Savannah Water Main traverses along Ogeechee Road and along the westside of Shuman Boulevard with laterals extending easterly from Shuman Boulevard and at two points northerly from Ogeechee Road - Reference is made to Water & Sewer Lines Map included in the Addenda to this offering), refuse collection and fire and police protection. Public utilities include electricity, natural gas and telephone. Electricity is provided by the Georgia Power natural gas by the Atlanta Gas Company or similar and telephone by AT&T or similar.

Raw sewage is processed on site via a septic tank system which is located just west of the approximate western elevation of the primary building.

Municipal sanitary sewage disposal does not currently serve the site but is located within approximately +/- 175 feet of the southwest corner across Ogeechee Road. Reference is made to Water & Sewer Lines Map included in the Addenda to this offering.

Easements and  
Encumbrances

:

A 100 foot wide Savannah Gas Company easement traverses north-south along the western approximate interior 100 feet of the eastern boundary in addition to other normal access, utility and drainage easements.

**SITE AND BUILDING DESCRIPTIONS**

**Showroom-Retail-Office-Warehouse Building**

With reference to the records of Chatham County, this structure was constructed circa 2003, approximates 20,458 square feet and possesses a substructure of a concrete masonry slab positioned on concrete footings, a superstructure of concrete masonry units to a height approximating 10 feet above the slab area with pre-engineered steel frame above and a pre-engineered steel frame roof truss system.

Exterior finishes include ornamental "split-face" concrete masonry units to height approximating 10 feet above the finished floor level at all building elevations (excepting at the primary entrance at the southern elevation) with corrugated metal panels above extending to the roof line. The pre-engineered metal roof truss system is finished with a standing seam metal roof accompanied by gutters and downspouts.

Fenestration includes solid metal pedestrian doors, glass in steel frame at the showroom-retail-office entry point as well as two, 18' x 14', hinged "sliding" type doors serving the warehouse portion of this building.

Windows are limited to the showroom-retail-office component and typically include insulated, fixed glass in steel frames.

As noted, this building is subdivided to include varying utilizations including showroom, retail, office and warehouse. The "finished" area is estimated to comprise 7,950 square feet or 39% of the aggregate with the balance or 12,508 square feet attributable to warehousing.

The showroom-retail-office component is further demised with the showroom-retail area generally demised as "clear open" span with the exception of men and women's restrooms and sales counter and the office area demised as two private offices, +-10-11 sales or drafting alcoves and a mechanical area.

Interior finishes vary but within the showroom-retail area generally include treated concrete floors, painted gypsum wallboard and paneled walls with exposed duct, a painted truss system and underside of the vinyl backed insulation at the ceiling areas. The office area includes treated concrete floors, paneled walls and suspended acoustical tile ceilings.

Lighting typically includes attached and suspended high pressure sodium lights within showroom-retail area and flush mounted florescent within the office area. The entire showroom-retail-office component was developed as being centrally heated and cooled with 20 tons formerly serving the showroom-retail area and 5 tons serving the office area; however, the compressors and air handler's have been removed as a result of vandalism.

The warehouse area is clear open span with an estimated eave height approximating 19 feet and 26 feet at the peak. Interior finishes include treated concrete floors, concrete masonry units to height approximating 10 feet above the finished floor area with corrugated metal panels above walls excepting at the western most wall which consists solely of concrete masonry units. Ceilings in this area are the exposed truss system and the underside of the vinyl back insulation. Illumination is provided via a series of attached high pressure sodium lighting fixtures. Electrical service includes 400A, 3 Phase, 120/208V.

Halogen or high pressure sodium security lighting is attached along the perimeter of roof line of this structure.

### **Warehouse-Storage Building**

With reference to the records of Chatham County, this structure was constructed circa 2003, approximates 18,200 square feet and possesses a substructure of a concrete masonry slab positioned on concrete footings, a superstructure of pre-engineered steel frame and a pre-engineered steel frame roof truss system.

Exterior finishes include corrugated metal panels at all elevations extending to the roof line and the pre-engineered metal roof truss system is finished with a standing seam metal roof accompanied by gutters and downspouts.

Fenestration includes solid metal pedestrian doors as well as two, 18' x 14', hinged "sliding" type doors with one being at grade accompanied by a ramp system and the other served by a covered dock height concrete dock assisted by a singular dock leveler.

Excepting for wood-frame storage bins with mezzanine storage above, the warehouse area is clear open span with an estimated eave height approximating 18 feet and 24 feet at the peak. Interior finishes include treated concrete floors, corrugated metal panel walls and ceilings are the exposed truss system and the underside of the vinyl back insulation. An approximate 2,000 square foot-covered dock height dock serves the northeastern corner of the building. This area is not climate controlled; however, ventilation is provided via two "in-wall" circulating fans at the eastern and western elevations. Illumination is provided via a series of attached high pressure sodium lighting fixtures. Electrical service includes 200A, 3 Phase, 120/208V.

Halogen or high pressure sodium security lighting is also attached along the perimeter of roof line of this structure.

#### **Freestanding Open End Shed**

With reference to the records of Chatham County, this structure was constructed circa 2003, approximates a coverage area of 7,200 square feet (40' x 180') and possesses a substructure of a concrete masonry slab positioned on concrete footings, a superstructure of pre-engineered steel frame and a pre-engineered steel frame roof truss system.

Exterior finishes for this shed include corrugated metal panels only at the eastern and western elevations extending to the roof line and the pre-engineered metal roof truss system is finished with a standing seam metal roof.

Again, this storage shed is a clear open span with an estimated eave height approximating 17 feet and 19 feet at the peak. Bay widths approximate 30 feet and interior finishes include treated concrete floors, the underside of corrugated metal panel walls at the eastern and western elevations and ceilings are exposed truss system and the underside of the standing seam metal roof. High pressure sodium security lighting is also attached along the perimeter of roof line of this structure. Electric service includes 30A disconnect.

#### **Site Improvements**

Site improvements include but are not limited to +89,500 square feet of asphalt paving providing internal drives, parking areas as well as material staging areas, +-2,500 lineal feet of perimeter metal fencing at a height of six feet with three strands of barbed wire accompanied or served by three independent double gated entries, a septic tank field and a detention-retention area located at the approximate northwest corner of the site.

**Zoning**

Zoning Authority : City of Savannah.

Zoning Classification : Planned General Business (P-BG).

Definition : As defined within the *City of Savannah Zoning Ordinance*:  
“The purpose of BG district shall be to create and protect areas in which heavy commercial and certain industrial- like activities are permitted.”

By virtue of being within a “Planned” district requires the approval of a general development for any proposed development.

Permitted Uses : Some specific permitted uses which might be reflective of highest and best use includes building supplies and materials sales, building contractor and related construction contractors, equipment rental, wholesaling or warehousing, remote dry storage, wholesaling and accessory warehousing, cold storage and freezer plant, freezer locker service and ice storage, automobile, truck or boat and nonresidential trailer sales or rentals, vehicle service-minor, vehicle service-major, electrical repair and similar, small electric motor repair, motor coach service and storage, taxicab company, tour vehicle service and storage facility, wrecker service with dead storage yards, farm implement sales and storage and similar activities, furniture repair and refinishing, sale and display or monuments and stones, ambulance service or rescue squad, radio and television towers, commercial wireless telecommunications facilities, telegraph or messenger service, indoor recycling collection center, buy-back center for recyclables and dry-cleaning plant.

*It should be noted that the above uses may require additional conditions and provisions for compliance. All interested parties should consult with the Savannah-Chatham County Planning Commission and The City Of Savannah regarding the permissibility of a specific use within the P-BG zoning district. For a list of all approved uses reference is made to the City of Savannah Zoning Ordinance Section 8-3025(b) pages 34 through 70.*

### Real Estate Taxes

Being vested in the ownership of Chatham County, the asset to be auctioned is not subject to ad valorem taxation by the City of Savannah or Chatham County.

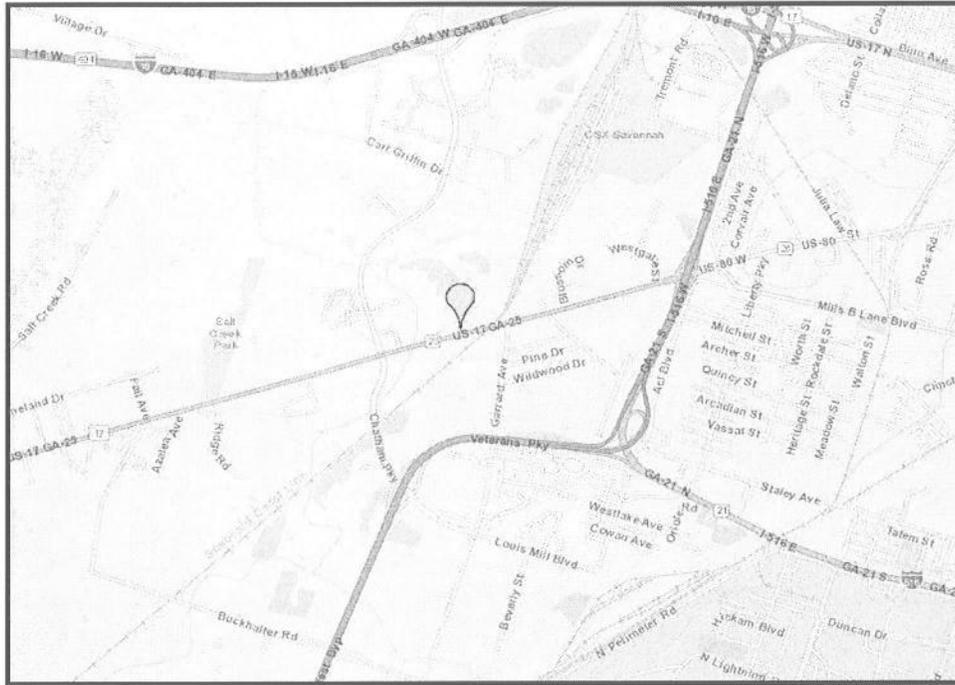
Upon a sale the “new” owner of the asset will be subject to taxation by the City of Savannah and Chatham County which assess all properties within its jurisdiction at 40% of the appraised value as established by the Chatham County tax assessor's office. It should be noted that all property within the State of Georgia is assessed at the 40% ratio excepting limited agricultural uses and exemptions.

According to a representative from the tax assessor's office, tax appraised values are established relative to the “*As Is*” condition of the property on January 1, of the taxable year.

As of the date of the preparation of this offering memorandum, it appears upon a review of the Property Record Card as maintained by the Chatham County Tax Assessor’s Office, the property has a total taxable value for the asset to be auctioned of \$2,084,800 resulting in an assessed value of \$833,920 or 40% of the taxable value.

Applying the 2014 millage rates appears to suggest that the ad valorem tax liability might approximate \$34,200.00. In contrast and utilizing the minimum bid price of \$1,875,000 appears to suggest an approximate ad valorem tax liability of \$30,750.00.

## LOCATION MAPS



Neighborhood Street Map



Neighborhood Aerial Map



AERIAL PHOTOGRAPHS



Northerly View From Ogeechee Road.



Southerly View Toward Ogeechee Road.

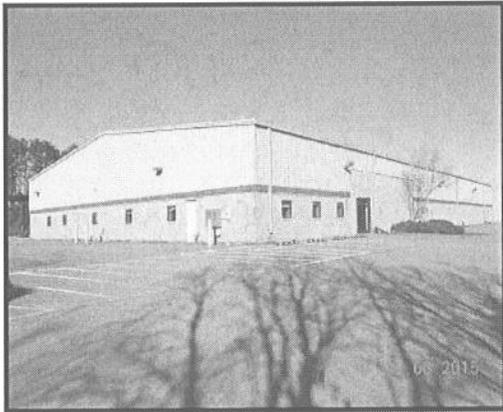


Easterly View Toward I-516.



Westerly View Toward Chatham Parkway.

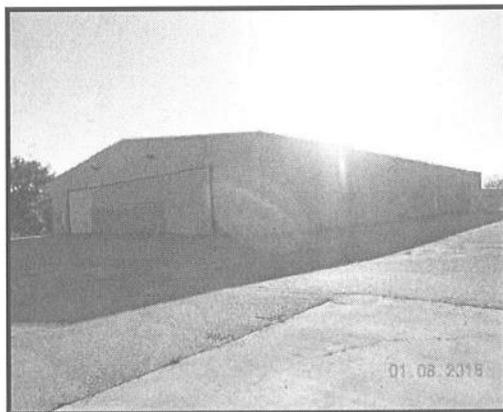
SUBJECT PHOTOGRAPHS



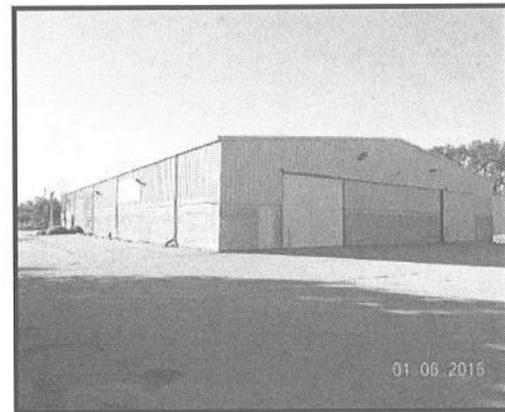
View Of The Western And Southern Building Elevations Of The Primary Office-Retail-Showroom-Warehouse Building.



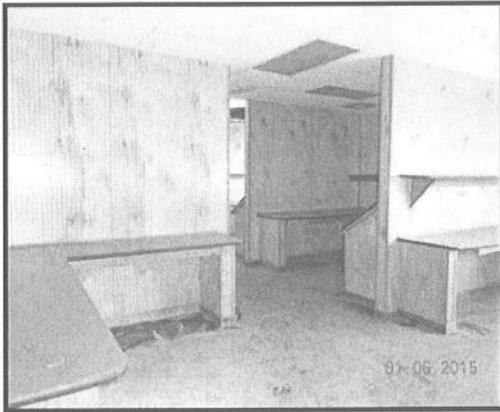
View Of The Western And Northern Building Elevations Of The Primary Office-Retail-Showroom-Warehouse Building.



View Of The Eastern And Northern Building Elevations Of The Primary Office-Retail-Showroom-Warehouse Building.



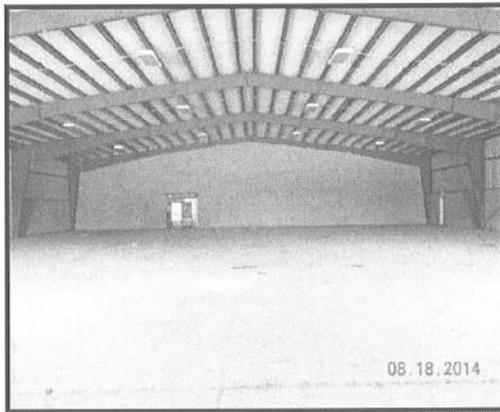
View Of The Eastern And Southern Building Elevations Of The Primary Office-Retail-Showroom-Warehouse Building.



Interior View Of Typical Office Cubicles  
Within The Office Component.



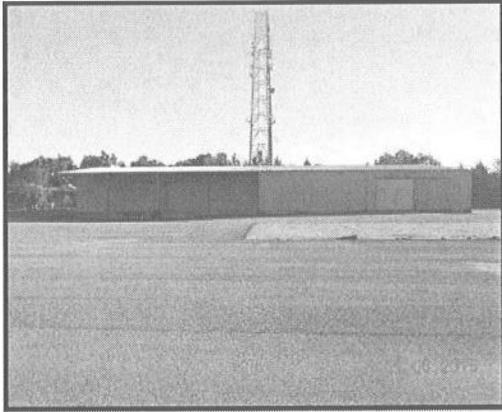
Interior View Of The  
Retail-Showroom Component.



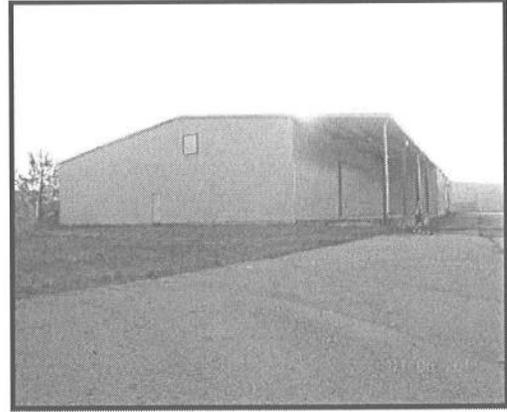
Westerly Interior View Of  
The Warehouse Area.



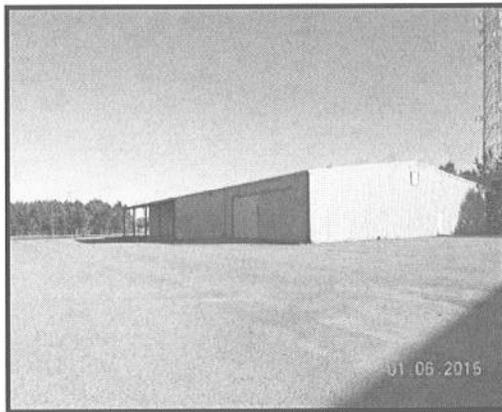
Easterly Interior View  
Of The Warehouse Area.



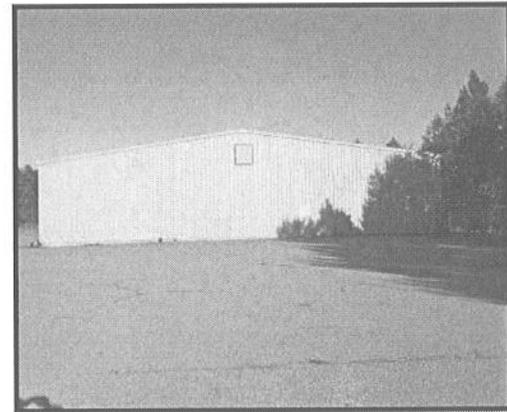
View Of The Northern Building Elevation Of  
The Warehouse-Storage Building.



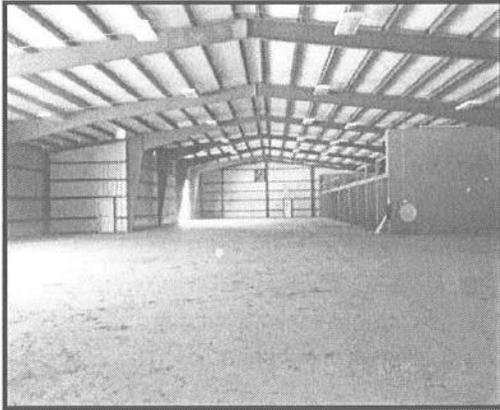
View Of The Northern And Eastern  
Building Elevations Of  
The Warehouse-Storage Building.



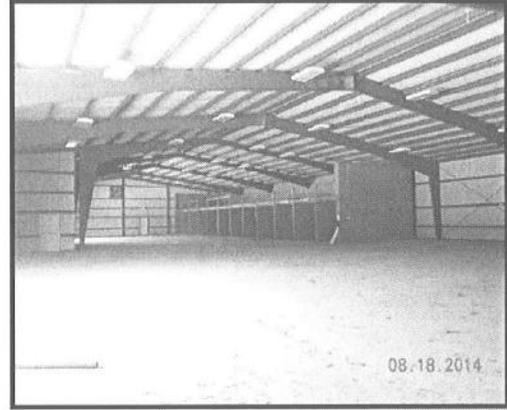
View Of The Northern And Western  
Building Elevations Of  
The Warehouse-Storage Building.



View Of The Western Building Elevation  
Of The Warehouse-Storage Building.



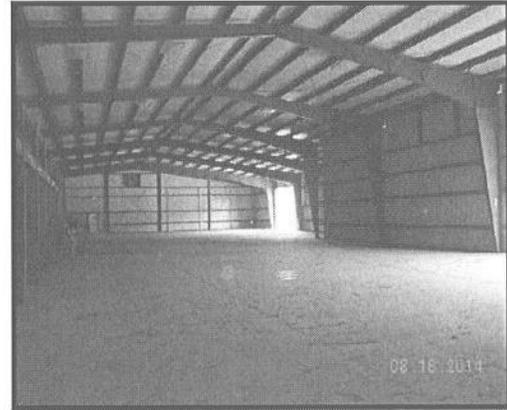
Easterly Interior View Of The Warehouse-Storage Building.



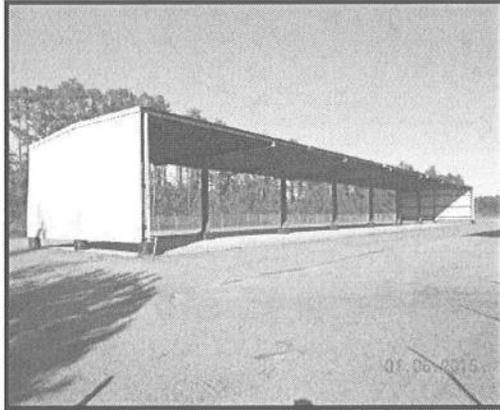
Easterly Interior View Of The Warehouse-Storage Building.



Westerly Interior View Of The Warehouse-Storage Building.



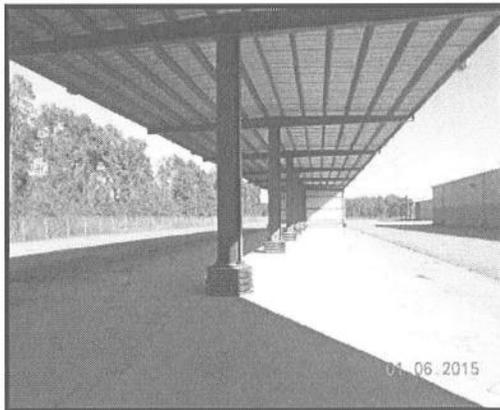
Westerly Interior View Of The Warehouse-Storage Building.



View Of The Western And Southern  
Building Elevations Of The  
Open End Shed Building.



View Of The Eastern And Northern  
Building Elevations Of The  
Open End Shed Building.



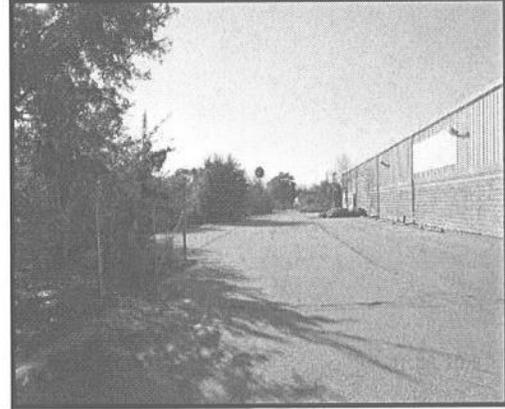
Easterly Interior View Of The  
Open End Shed Building.



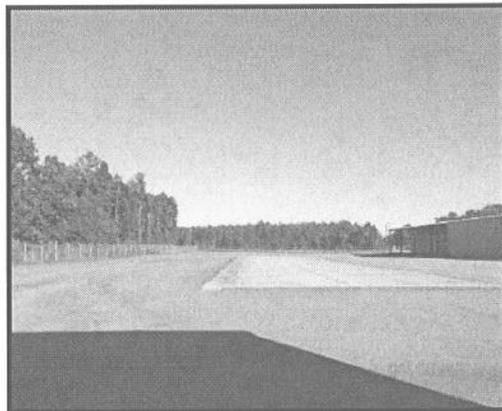
Easterly View Of The Slab Component  
Associated With The Former Open End Shed  
Which Was Razed.



Easterly View Along Primary Entrance From Shuman Boulevard.



Westerly View Along Primary Entrance Drive Toward Shuman Boulevard.



Easterly View Of The Northeastern Yard Area.

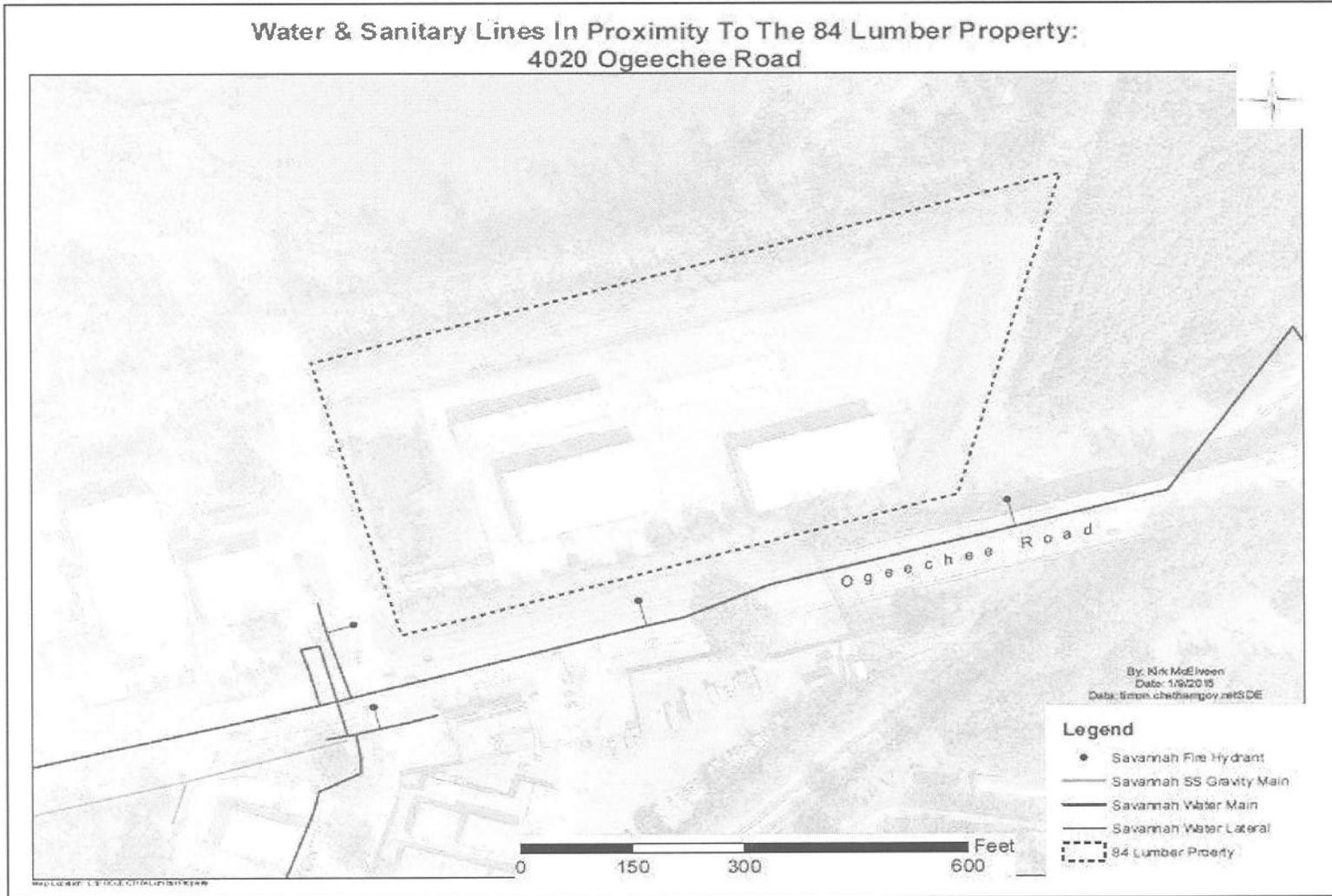


Westerly View Of The Northeastern Yard Area.



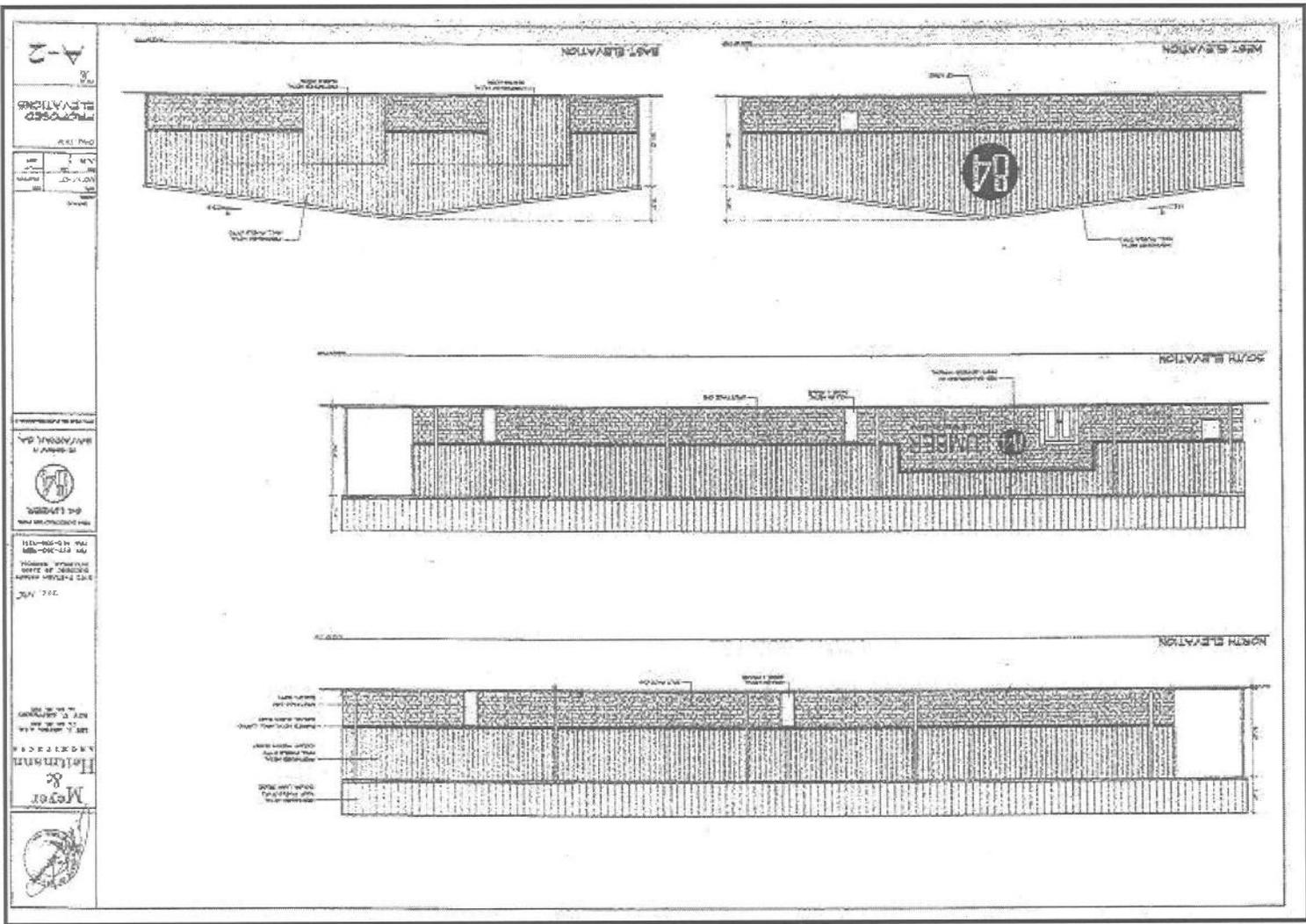


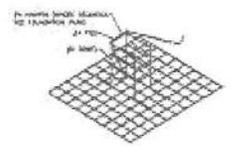
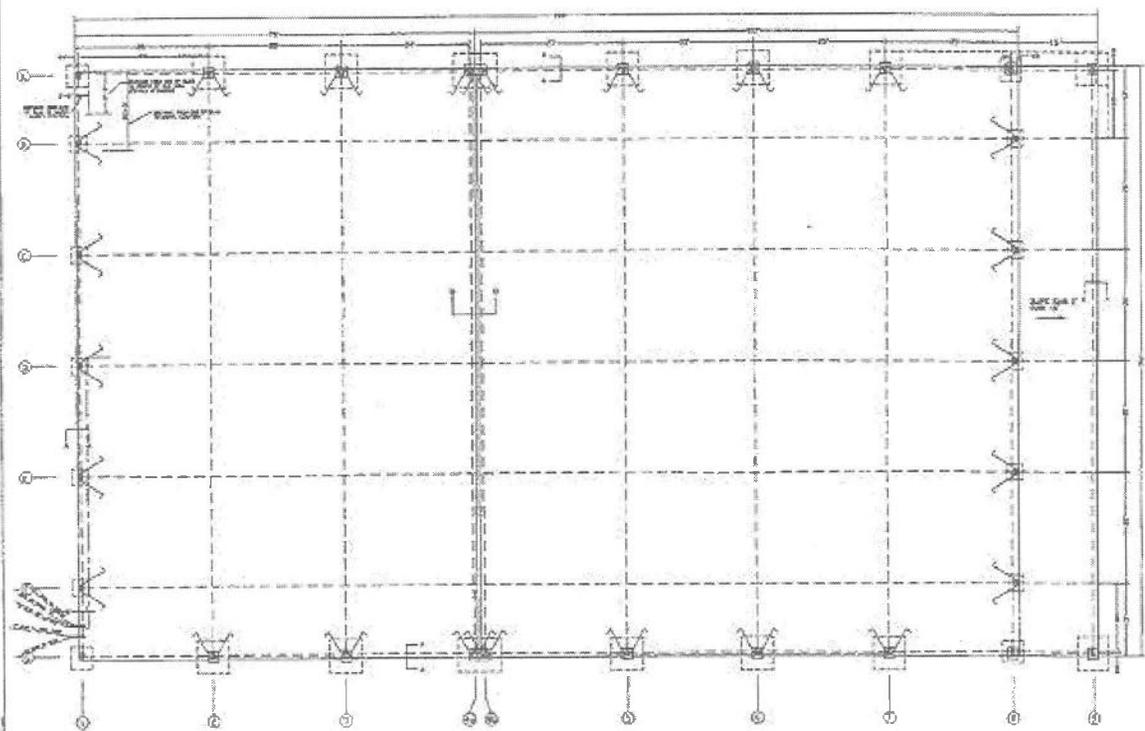
Water & Sanitary Lines In Proximity To The 84 Lumber Property:  
4020 Ogeechee Road



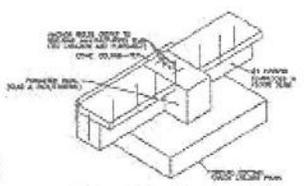
ARCHITECTURAL SCHEMATICS

PRIMARY OFFICE-RETAIL SHOWROOM-WAREHOUSE BUILDING





CONCRETE REINFORCEMENT DETAILS AT 2.

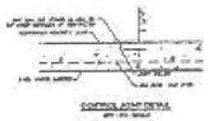


WALL AND FLOOR SLAB CONNECTION DETAILS AT 2.

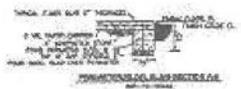
NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CONCRETE	1000	CUM	
2	STEEL	100	TONS	
3	FORMWORK	1000	SQ. M.	
4	PAINT	100	LITERS	
5	LABOR	1000	HOURS	



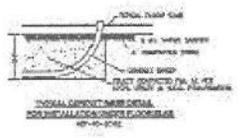
COLUMN BASE DETAIL



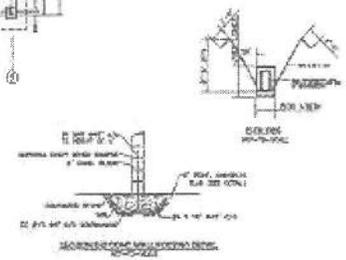
BEAM-COLUMN JOINT DETAIL



WALL AND FLOOR SLAB CONNECTION DETAIL



COLUMN DETAIL



FOUNDATION DETAIL



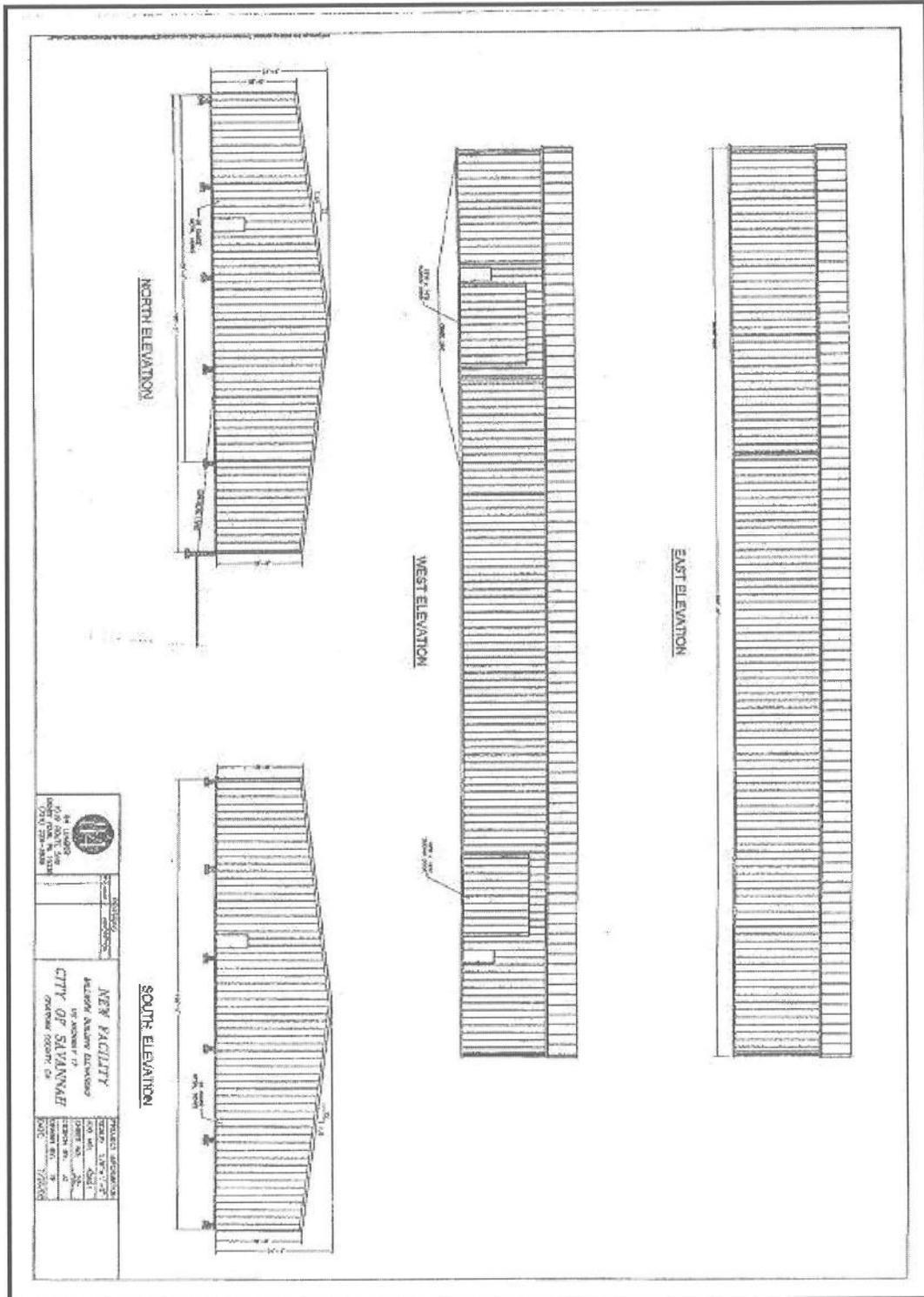
DATE	10/10/2023
SCALE	AS SHOWN
PROJECT	NEW FACILITY

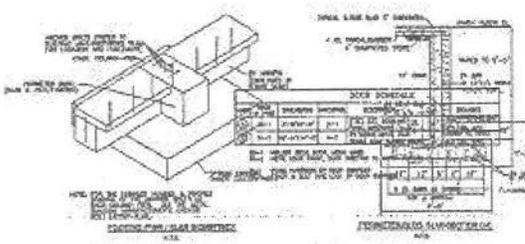
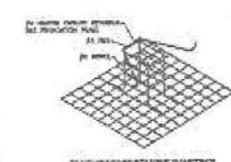
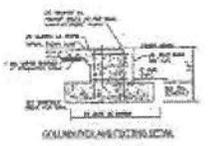
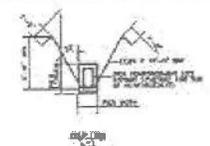
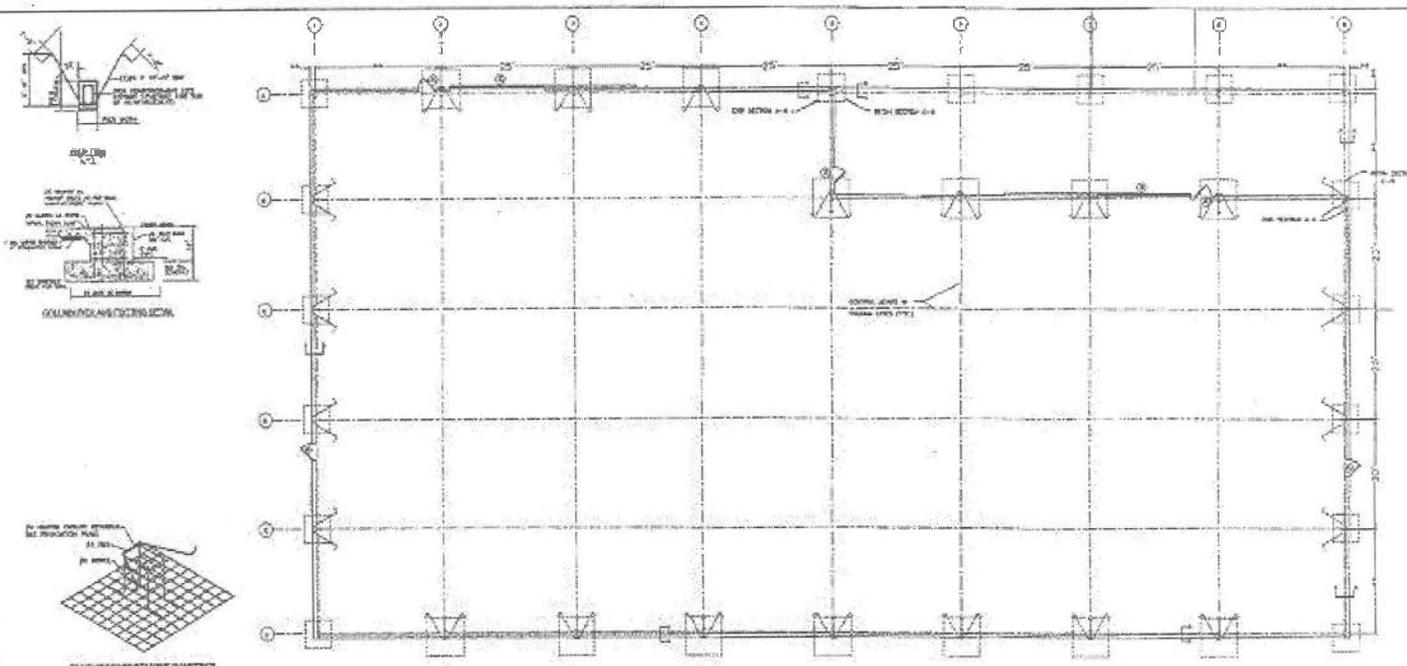
NEW FACILITY  
FOUNDATION PLAN  
NO. 10/10/2023  
CITY OF SAVANNAH  
CREATED BY: [Name]

DATE	10/10/2023
SCALE	AS SHOWN
PROJECT	NEW FACILITY



# WAREHOUSE-STORAGE BUILDING





NOTES:  
 1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN METERS.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.  
 3. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.  
 4. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.  
 5. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.  
 6. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

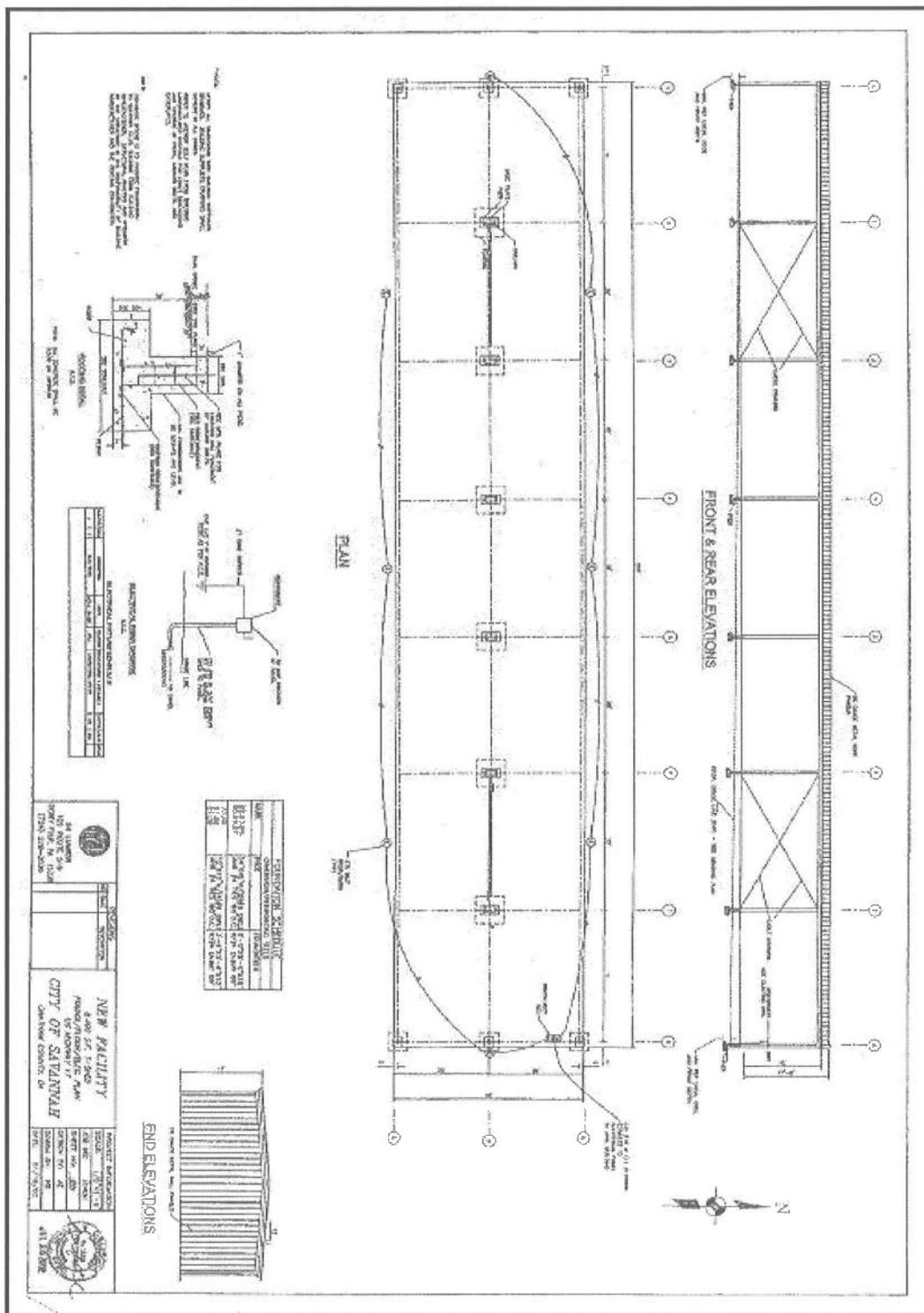
FOUNDATION SCHEDULE	
NO.	DESCRIPTION
1	FOUNDATION FOR COLUMN
2	FOUNDATION FOR WALL
3	FOUNDATION FOR BEAM
4	FOUNDATION FOR SLAB
5	FOUNDATION FOR ROOF

**NEW FACILITY**  
 CITY OF SEMARANG

PROJECT: NEW FACILITY  
 SHEET: FOUNDATION PLAN  
 DATE: 2023-10-27

- SYMBOLS**
- 1 - 20' x 20' grid
  - 2 - 10' x 10' grid
  - 3 - 5' x 5' grid
  - 4 - 2' x 2' grid
  - 5 - 1' x 1' grid
  - 6 - 1/2' x 1/2' grid
  - 7 - 1/4' x 1/4' grid
  - 8 - 1/8' x 1/8' grid
  - 9 - 1/16' x 1/16' grid
  - 10 - 1/32' x 1/32' grid
  - 11 - 1/64' x 1/64' grid
  - 12 - 1/128' x 1/128' grid
  - 13 - 1/256' x 1/256' grid
  - 14 - 1/512' x 1/512' grid
  - 15 - 1/1024' x 1/1024' grid
  - 16 - 1/2048' x 1/2048' grid
  - 17 - 1/4096' x 1/4096' grid
  - 18 - 1/8192' x 1/8192' grid
  - 19 - 1/16384' x 1/16384' grid
  - 20 - 1/32768' x 1/32768' grid
  - 21 - 1/65536' x 1/65536' grid
  - 22 - 1/131072' x 1/131072' grid
  - 23 - 1/262144' x 1/262144' grid
  - 24 - 1/524288' x 1/524288' grid
  - 25 - 1/1048576' x 1/1048576' grid
  - 26 - 1/2097152' x 1/2097152' grid
  - 27 - 1/4194304' x 1/4194304' grid
  - 28 - 1/8388608' x 1/8388608' grid
  - 29 - 1/16777216' x 1/16777216' grid
  - 30 - 1/33554432' x 1/33554432' grid
  - 31 - 1/67108864' x 1/67108864' grid
  - 32 - 1/134217728' x 1/134217728' grid
  - 33 - 1/268435456' x 1/268435456' grid
  - 34 - 1/536870912' x 1/536870912' grid
  - 35 - 1/1073741824' x 1/1073741824' grid
  - 36 - 1/2147483648' x 1/2147483648' grid
  - 37 - 1/4294967296' x 1/4294967296' grid
  - 38 - 1/8589934592' x 1/8589934592' grid
  - 39 - 1/17179869184' x 1/17179869184' grid
  - 40 - 1/34359738368' x 1/34359738368' grid
  - 41 - 1/68719476736' x 1/68719476736' grid
  - 42 - 1/137438953472' x 1/137438953472' grid
  - 43 - 1/274877906944' x 1/274877906944' grid
  - 44 - 1/549755813888' x 1/549755813888' grid
  - 45 - 1/1099511627776' x 1/1099511627776' grid
  - 46 - 1/2199023255552' x 1/2199023255552' grid
  - 47 - 1/4398046511104' x 1/4398046511104' grid
  - 48 - 1/8796093022208' x 1/8796093022208' grid
  - 49 - 1/17592186044416' x 1/17592186044416' grid
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  - 175 - 1/1496577676626844588240573268701472856497458200007424' x 1/1496577676626844588240573268701472856497458200007424' grid
  - 176 - 1/29931553532

# OPEN END SHED BUILDING



# DECLARATION OF RESTRICTIVE COVENANT

DECLWINDER#  
172699

## EXHIBIT C

### DECLARATION OF RESTRICTIVE COVENANT

This Declaration is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Chatham County, a political subdivision ("Declarant") in and for the benefit of Pierce Hardy Limited Partnership, a Pennsylvania limited partnership ("Seller"), having a mailing address of 1019 Route 519, Elghty Four, PA. 15330.

#### RECITALS

- A. On the \_\_\_\_\_ day of \_\_\_\_\_, 2010, Seller has conveyed to Declarant a certain parcel of land located in the City of Savannah, County of Chatham and State of Georgia, as more fully described on Schedule A herein (the "Subject Property").
- B. In consideration of the purchase and sale of the Subject Property, Declarant has agreed to make this Declaration upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, intending to be legally bound, Declarant hereby covenants, declares and agrees as follows:

1. **Incorporation By Reference** - The above recitals are incorporated herein and made a part hereof.
2. **Declaration** - None of the Subject Property as described more fully on Schedule A herein (collectively the "Encumbered Property") shall be used for the operation of a retail lumber or building supply business or trust manufacturing company for a period of twenty (20) years after the date hereof.
3. **Run With The Land** - The terms and conditions of this Declaration shall run with the land and shall be binding upon Declarant and its representatives, successors, assigns and tenants and shall benefit Seller and its successors and assigns.
4. **Recordation** - This Declaration shall be recorded in the appropriate land records of each county or appropriate local jurisdiction within the location of the Encumbered Property.
5. **Modifications** - This Declaration may not be modified, waived or amended except by a written instrument executed by Seller, its successors or assigns.
6. **Headings Not Controlling** - Headings used in this Declaration are for reference purposes only and shall not be deemed a part of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

Attest: *Francis C. Roman*

Chatham County

By: *Pete Liakakis*  
As: Chairman

2009. Sworn to and subscribed before me by *Danielle Hillery* on this 16th day of November 2010  
DANIELLE HILLERY  
Notary Public, Chatham County, GA  
My Commission Expires September 4, 2012.

Notary Public

(All Declarants Must Sign)

This instrument was prepared by and after recording should be filed with:

Pierce Hardy Limited Partnership  
Building #5  
1019 Route 519  
Elghty Four, PA. 15330  
ATTN: Bethany Wright



**INVITATION TO BID FORM**

Dollar Amount of Bid (Minimum Bid Of \$1,875,000): \$ \_\_\_\_\_

Name of Person Submitting Bid: \_\_\_\_\_

Address of Person Submitting Bid: \_\_\_\_\_

Contact Number of Person Submitting Bid: \_\_\_\_\_

Signature: \_\_\_\_\_

By signing this offer, I hereby attest my intention to purchase this property per the conditions of the Purchase Agreement. Furthermore, I attest that I am submitting only one bid for this property; have not, directly or indirectly, joined, participated or colluded with any other bidder submitting a bid; and have no direct or indirect interest in any other bid. My signature also acknowledges that I understand any violation will not only result in Chatham County's dismissal of my bid but also could result in prosecution for violating county and state law.

SAMPLE PURCHASE AGREEMENT

STATE OF GEORGIA        )  
  )  
COUNTY OF CHATHAM    )

PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the \_\_\_\_\_ of \_\_\_\_\_, 2015, by and between the BOARD OF COMMISSIONERS OF CHATHAM COUNTY (“Seller”), a political subdivision of the State of Georgia, and \_\_\_\_\_ (“Purchaser”).

Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises set forth below, Seller and Purchaser agree as follows:

1. Real Property. Seller shall convey or cause to be sold and conveyed and Purchaser shall purchase from Seller the following real property (the “Property”) in Chatham County, Georgia, which Property is more fully described in the legal description set forth below or attached and made a part thereof:

*“All that tract or parcel of land lying and being in the City of Savannah, Chatham County, Georgia, and being shown and designated as Parcel 5, Minor Subdivision of the Shuman Minor Subdivision, 7<sup>th</sup> G.M. District, Chatham County, State of Georgia,” prepared by Carl R. Jackson, Georgia R.L.S. No 2555, dated December 21, 2001, recorded in Plat Record Book 21-P, Page 34, Chatham County, Georgia Records.*

*The above described property is bounded as follows: North by the Southern boundary line of Parcel 4, said Minor Subdivision, east by lands now of formerly of Seaboard Coastline Railroad; south by U.S. Highway 17; and west by that certain easement sometimes referred to as Shuman Boulevard.*

*Together with a nonexclusive ingress, egress and utility easement over and across a 100-foot tract or parcel of land lying west of and contiguous to the captioned property as a 100-foot Access and Utility Easement (also known as Shuman Boulevard).*

*Same property being subject to Easements as shown in Plat Record Book 21 P; Folio 34 recorded in the Clerk of Superior Court of Chatham County, Georgia.*

*Subject, however, to all covenants, valid restrictions, taxes for the current year, easements and rights-of-way of record.”*

2. Purchase Price. Purchaser responded to Seller’s invitation to bid on the sale of the Property by a sealed bid in conformance of O.C.G.A. 36-9-3 et. al. As a result of said auction, Purchaser shall pay to Seller as the purchase price (the “Purchase Price”) for the “Property” the sum of \_\_\_\_\_ Your Bid Amount (\$000,000).

(A) Within three days of the date of this AGREEMENT, the Purchaser shall provide to Seller 10% of the Purchase Price, as a nonrefundable deposit of \$ \_\_\_\_\_.

(B) At Closing, the Purchaser shall provide to Seller the balance of the Purchase Price in the amount of \$ \_\_\_\_\_.

3. Closing. It is expressly understood and agreed between the Seller and Purchaser that TIME IS OF THE ESSENCE of this contract, and the sale shall be closed on or before ***Thirty Days From Date of Contract Execution or about (To Be Determined)***. For said closing, Seller shall provide a Closing Attorney. Purchaser and Seller mutually agree to close at a time and place designated by Closing Attorney within five (5) working days after notification from Closing Attorney that the sale is ready to close, but at a date that shall not be later than provided in this paragraph.

4. Closing Costs. Seller shall provide a Closing Attorney and shall only pay the cost of the Closing Attorney's fees and any expenses related to the Closing Attorney's representation for this closing. The Purchaser shall be responsible for any closing costs for Purchaser's Attorney's fees, loan origination costs, transfer fee, intangible tax, title insurance or recording costs.

5. Advice and Representation Waiver. Seller acknowledges that he has not relied upon the advice nor representations, if any, by Broker (or agent of the Broker) relative to the legal and tax consequences of this contract or the sale of this Property. Further, Purchaser acknowledges that it has not relied upon the advice or representations, if any, by Broker (or agent of the Broker) relative to the legal and tax consequences of this contract or the purchase and ownership of the Property, the structural condition of the Property, the operating condition of electrical heating, air conditioning, plumbing, water heating systems, and appliances in the Property, the availability of utilities to the Property, the past or potential effect or rising flood waters on the Property or the investment potential or resale value of the Property. Seller and Purchaser both acknowledge that if such matters have been of concern to them, they have sought and obtained independent advice relative hereto.

6. Title. Seller warrants that it presently has good and marketable title to the Property and shall convey same to Purchaser at closing by Limited Warranty Deed, subject only to easements, restrictions and encumbrances specified in this contract, including without limitation easements and restrictions of record referred in paragraph 9 of this contract. At least 10 days prior to Closing, Purchaser shall have the opportunity to examine or have examined the title to the Property. Should any legal defect be found in the title which would render the title unmarketable, Seller shall be furnished with a written statement thereof prior to above said date of closing and given a reasonable time to correct the same; however, in no event shall this period exceed sixty days from the date of said notice of defect. Upon the expiration of sixty days, Purchaser has the option to void this contract or waive said defect and accept title to the Property subject to such defect.

The costs of ad valorem taxes, street paving, curbs or gutters completed or under contract, as of the executive of this Sales Contract, shall be paid by the Seller at or before consummation of this sale. Purchaser shall assume the obligation for said paving, curbs, or gutters contracted for or completed after the execution hereof. If required, Seller shall pay Georgia State Transfer Tax.

7. Risk of Loss. Seller warrants that when the sale is consummated, the improvements on the Property will be in the same condition as they are on the date this contract is signed by Seller, normal wear and tear excepted; however, should the premises be destroyed or substantially damaged by fire or other hazards before the sale is consummated, then at the election of the Purchaser: (a) this contract may be canceled, or (b) Purchaser may consummate the sale and receive such insurance

proceeds as are paid on the claim of loss. This election is to be exercised within ten (10) days after the Purchaser has been notified in writing by Seller of the amount of the insurance proceeds, if any, that Seller will receive on the claim of loss. Upon any such cancellation, any deposit paid hereunder shall be returned to Purchaser. If prior to closing any or all of the Property is taken under the power of eminent domain, this contract may be canceled and any deposit payment returned to the Purchaser.

8. Seller Warrants. Seller shall deliver to Purchaser the Property in “as-is condition” and does not warrant any condition of the Property and improvements.

9. Restrictions. The Property is to be conveyed subject to all State laws, easements of record, covenants and restrictions of record, zoning and building regulations, ordinances, and requirements adopted by any government or municipal authority having jurisdiction over the Property, and amendments and additions hereto now or hereafter in force and effect, which relates to the Property.

10. Occupancy. Occupancy shall be delivered to Purchaser at closing of sale.

11. Brokerage/Seller of Purchaser Default/Commissions. In negotiating this contract, Broker and/or his or her agent has rendered a valuable service and is therefore made a party hereto to enable Broker to enforce his commission rights hereunder against the parties hereto.

At closing, Seller shall compensate Broker under the terms of a separate agreement and/or work order. It is understood that the Broker has not offered, solicited, nor negotiated the sale of stock in this transaction.

12. Agency Disclosure. Whitley and Associates, Inc. serves as Broker/Agent for the Seller in this transaction and is to be paid a commission by the Seller. The Broker/Agent has not acted as agent for the Purchaser in this transaction.

13. Entire Agreement. This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of heirs, executors, administrators and assigns of the respective parties hereto. All additions or modifications to this contract shall be only in writing and signed by all parties and shall become an addendum to this contract. There shall be no verbal agreements or any kind between parties.

14. Disclaimer. Purchaser has prior to the signing of this contract, at his own expense, thoroughly investigated for himself and any representations of Broker or Agent, all zoning, water, sewer, land elevation, availability of utilities, easements, encumbrances and all user requirements including, but not limited to, governmental regulations, and acts in this contract upon the results of his owner investigation without relying upon any representations of Broker or Agent.

15. Special Stipulations. The following special stipulations and any addenda, if in conflict with any printed matter in this agreement, shall control and take precedence over such printed matter:

16. Applicable Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

THE ABOVE PROPOSITION IS HEREBY ACCEPTED, this \_\_ day of \_\_\_\_\_, 2015.

WITNESS HAND AND SEAL OF THE UNDERSIGNED,

Executed in the presence of: \_\_\_\_\_  
(Purchaser)

By: \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

Board of Commissioners of  
Chatham County  
(Seller)

By: \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

LEGAL NOTICE

CC NO. 166068

Invitation to Bid

Sealed Bids will be received until 11:00 A.M. on MARCH 13, 2015 and publicly opened in Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406, for: BID NO : 15-0022-4 PROPERTY SALE OF 4020 OGEECHEE ROAD, SAVANNAH, GEORGIA (formally 84 Lumber)

“ All that tract or parcel of land lying and being in the City of Savannah, Chatham County, Georgia, and being shown and designated as Parcel 5, Minor Subdivision of the Shuman Minor Subdivision, 7<sup>th</sup> G.M. District, Chatham County, State of Georgia,” prepared by Carl R. Jackson, Georgia R.L.S. No. 2555, dated December 21, 2001, recorded in Plat Record Book 21-P, Page 34, Chatham County, Georgia Records.

The above described property is bounded as follows: North by the Southern boundary line of Parcel 4, said Minor Subdivision, east by lands now formally of Seaboard coastline Railroad; south by U. S. Highway 17; and west by that certain easment sometimes referred to as Shuman Boulevard.

Together with a nonexclusive ingress, egress and utility easement over and across a 100 foot tract or parcel of land lying west of and contiguous to the captioned property as a 100 foot Access and Utility Easement (also known as Shuman Boulevard).

Same propoerty being subject to Easements as shown in plat Record Book 21 P; Folio 34 recorded in the Clerk of Superior Court of Chatham County, Georgia.

Subject, however, to all covenants, valid restrictions, taxes for the current year, easements and rights-of-way of record.”

Chatham County holds marketable title to the property. The property will be disposed of by auction through a sealed bid process to the highest bidder at a minimum bid of \$1,875,000. Conditions: 1) Sale will be in “as is” condition. 2) The highest bidder will be required to pay 10% of the sales amount within three days (non-refundable) and sign a purchase agreement, which can be viewed prior to the sale in the Purchasing and Contracting Office or on the internet at the address below. The balance of the sales amount will be payable within 30 days, or at the earliest possible date of closing, should it be in Chatham County’s best interest. 3) Only one bid will be allowed whether submitted by individual, joint venture, corporation, LLC or other entity, and each bidder will be required to certify such requirement on the bid form. 4) Bids must be submitted by no later than the deadline to the Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on the approved bid form, which is available online at [purchasing.chathamcounty.org](http://purchasing.chathamcounty.org)

The Bid Package can be downloaded and printed from the County website <http://purchasing.chathamcounty.org> For any additional questions regarding this bid , please contact Robert Marshall, Senior Procurement Specialist, at 912-790-1622.or [rmarshall@chathamcounty.org](mailto:rmarshall@chathamcounty.org)

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE  
MINOR FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL  
BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"



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MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: Feb 25, 2015  
Please send affidavit to:  
Chatham County Purchasing & Contracting Department  
1117 Eisenhower Drive, Suite C  
Savannah, Georgia 31406  
(912) 790-1622