

INVITATION TO BID

BID NO. 16-0039-4

**PROPERTY SALE OF SINGLE FAMILY RESIDENCE LOCATED AT 10
BRIARWOOD DRIVE, GARDEN CITY, GEORGIA**

PUBLIC BID OPENING: 11:00 AM, MAY 16, 2016

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.**

 X GENERAL INFORMATION AND INSTRUCTIONS TO BID

 SURETY REQUIREMENTS - N/A

 X PROPOSAL

 PLANS/SPECIFICATIONS – N/A

 PERFORMANCE BOND – N/A

 PAYMENT BOND – N/A

 CONTRACT

 X 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

INSTRUCTIONS TO BIDDERS

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid for the property sale of a single residence located at 10 Briarwood Drive, Garden City, Georgia 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 individual 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 Each bid constitutes an offer and may not be withdrawn except as provided herein.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 individual's 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 Director, 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 **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.
- 1.5 **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.

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. 16-0039-4

**PROPERTY SALE OF SINGLE FAMILY RESIDENCE LOCATED AT 10 BRIARWOOD
DRIVE, GARDEN CITY, GEORGIA**

The subject of this offering is the sale of the Single Family Residence located at 10 Briarwood Drive in Garde City, Georgia. See attached documents for details.

**FOR ADDITIONAL INFORMATION REGARDING THE PHYSICAL ATTRIBUTES OF
THE SUBJECT OF THIS OFFERING AS WELL AS TO SCHEDULE ON-SITE
INSPECTIONS, PLEASE CONTACT CHATHAM COUNTY'S BROKER OF RECORD :**

BEN G. WHITLEY

WHITLEY & ASSOCIATES, INC.

800 COMMERCIAL COURT

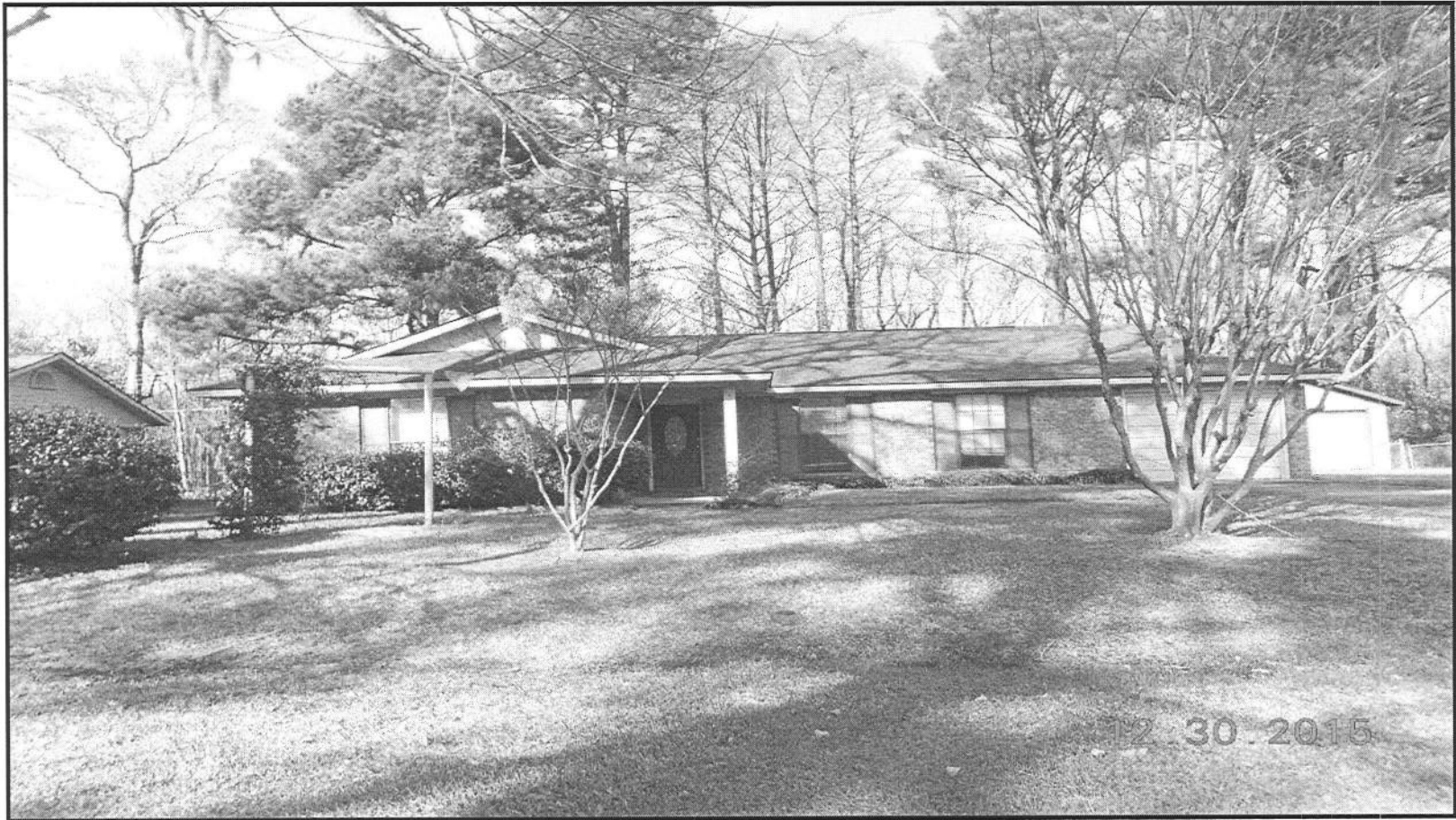
SUITE 2

SAVANNAH, GEORGIA 31406

MOBILE: 912-661-3482

EMAIL: BEN@WHITLEYANDASSOCIATES.COM

ON BEHALF OF CHATHAM COUNTY
AN OFFERING OF SINGLE FAMILY RESIDENCE
LOCATED AT 10 BRIARWOOD DRIVE
GARDEN CITY, CHATHAM COUNTY, GEORGIA 31408



AS OF APRIL 2016
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, (Chatham County), 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 single family residence located at 10 Briarwood Drive, Garden City, Georgia 31408.

With reference to the records of Chatham County, the home is estimated to comprise a finished floor area approximating 1,786 square feet and is oriented within the confines of an approximate 11,420 square foot lot.

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 May 16, 2016, 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 \$109,000.00

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

April 2016

Re: Invitation To Bid

Property Addresses: 10 Briarwood Drive, Garden City, Georgia 31408. Property Identification Number 6-0003-01-025.

Chatham County is auctioning to the highest bidder its ownership of the asset located at 10 Briarwood Drive, Garden City, Georgia 31408 and being legally described as:

“All that land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being more particularly described as follows:

ALL that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Garden City, Chatham County, Georgia known as LOT NUMBER TWELVE (12), BRIARWOOD SUBDIVISION, as shown and designated in a map of said Briarwood Subdivision prepared by Hussey & Gay, C.E., for Morgan C. Anderson, dated September 30, 1966, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Subdivision Map Book “D”, page 18. Said Lot 12 having a frontage of 80 feet on the Northern side of Briarwood Drive and being more particularly described as follows: Beginning at a point of the Northern side of Briarwood Drive, where the dividing line between Lot 12 and 13 intersect said Briarwood Drive, which point is the Southeast corner of the Lot hereby conveyed and the Point of Beginning; thence proceeding in an arc westerly along the northern side of Briarwood Drive a distance of 22 feet to a point; thence, continuing along the Northern side of Briarwood Drive S 77° 00' W a distance of 58 feet to a point; thence, N 13° 00' W a distance of 120 feet to a point; thence, N 77° 00' E a distance of 107.20 feet to a point; thence, S 00° 24' E a distance of 125.43 feet to the Point of Beginning and being bounded as follows: On the North by parts of Lot 121 and Lot 122, Industrial City Gardens, the property of M.C. Anderson; on the East by Lot 13, Briarwood Subdivision; on the South by Briarwood Drive; and on the West by Lot 11, Briarwood Subdivision. Specific reference is made to the above Subdivision Map, which map is expressly made a part of this description.”

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, specifically <http://purchasing.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 include:

- ◆ 3.1 Sale will be to the highest responsible bidder in a single amount. Minimum acceptable bid will be \$109,000.00.
- ◆ 3.2 Sale will be in “As Is” and “Where Is” condition with no warranties or representations.
- ◆ 3.3 If acceptable and at the sole discretion of Chatham County, 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 \$1,000.00 (One Thousand And No/100 Dollars) as earnest monies (made payable to Chatham County) within three (3) days of the sale date. Bidders should review the Purchase Agreement prior to bidding and be prepared to present a signed copy concurrent with the payment of earnest monies.
- ◆ 3.4 The highest responsible bidder will be granted a 14 (fourteen) day due diligence or inspection period during which time the earnest monies will not be at risk and will be refundable so long as the bidder formally terminates the Purchase Agreement prior to the end of the due diligence period. In the event the bidder provides notice of their intent to close then the earnest monies will become **NON REFUNDABLE** but will be credited toward the purchase price. 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.
- ◆ 3.5 The name of the second highest bidder will be recorded. Should the highest bidder not meet the deadlines provided and if acceptable at the sole discretion of Chatham County, 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 comprises a single family residence located at 10 Briarwood Drive, Garden City, Georgia 31408. A more detail description of the land, building and site improvements comprising the same is as follows.

Location: 10 Briarwood Drive, Garden City, Georgia 31408

Property Identification Number: 6-0003-01-025

Site Dimensions: With reference to a provided plat of survey, the site possesses a southern boundary of 80 lineal feet fronting along the northside of the westbound lane of Briarwood Drive, a western boundary of 120 lineal feet along the eastern boundary of Lot 11, a northern boundary of 107.20 lineal feet along the southside of portions of Lots 121 and 122 and an eastern boundary 125.43 feet along the western boundary of Lot 13.

Site Area: Estimated to approximate 11,420 square feet or 0.262 acre.

Building and Site Improvements: The land is improved with a single family residence: With reference to the records of Chatham County, it appears the home was constructed circa 1972 and is estimated to comprise a finished floor area approximating 1,786 square feet.

It is assumed the dwelling substructure is a monolithic concrete slab positioned on concrete footings and the superstructure is assumed to be wood frame with an exterior finish of face brick. The roof superstructure is assumed to be wood frame in a hipped design, with (assumed) plywood subbase, (assumed) asphaltic type felt deck and an exterior finish of asphaltic composition shingles.

Internally, the home is demised as an entry foyer, contiguous living room and dining room, den, kitchen with accompanying breakfast nook, an office or secondary den (conversion of a former one car garage), three bedrooms, two full baths and a laundry room.

Interior finishes generally include engineered laminate, carpet and ceramic tile floorings, paneled and painted gypsum wallboard walls and textured gypsum wallboard ceilings.

Exterior fenestration generally includes wood solid core, metal solid core and wood "french" type doors and dual pane in aluminum frame windows. Interior fenestration generally includes molded hollow core, wood hollow core and wood bifold doors.

The kitchen is equipped with a stainless range-oven, dishwasher, microwave and disposal. Counter tops are synthetic granite and both base and wall mounted cabinetry are solid wood doors and panels.

Interior lighting and ventilation include surface mounted and suspended (chandelier) lighting, ceiling fans and exhaust fans in the restrooms and kitchen.

Detached Two Car Garage: A detached two car garage serves the side yard and appears to be constructed at grade on a monolithic concrete slab. The superstructure is assumed to be wood frame finished T-111 siding (or similar) and the roof superstructure appears to be wood frame in a hipped design finished with (assumed) plywood subbase, (assumed) asphaltic felt and asphaltic shingles. The garage is centrally heated and cooled.

Utility Shed: An approximate 120 square foot wood frame utility shed is located on premises occupying the approximate northwest corner of the lot.

Landscaping and Hardscape: Landscaping generally includes grassed areas, various flowering bushes and shrubs and some limited tree coverage. Hardscape improvements includes concrete drives and sidewalks, a rear concrete patio and the rear yard is nearly fully encapsulated with 4 foot high metal cyclone type fencing.

Zoning

Zoning Authority : City of Garden City

Zoning Classification : Residential (R-1).

Definition : The Zoning Definition for the Residential (R-1) district is provided as follows.

As defined within the ***City of Garden City Zoning Ordinance***: “The purpose of the R-1 district is to create a district in which one-family dwellings and certain nondwelling uses are permitted.”

Permitted Uses : With reference to the ordinance it appears some specific permitted uses include single family residences, customary home occupation, incidental or ancillary uses and buildings, public uses, neighborhood recreation center, churches and other places of worship, day nurseries and Public utilities.

It should be noted that the above uses may require additional conditions and provisions for compliance. All interested parties should consult with The City Of Garden City regarding the permissibility of a specific use within the R-1 zoning district.

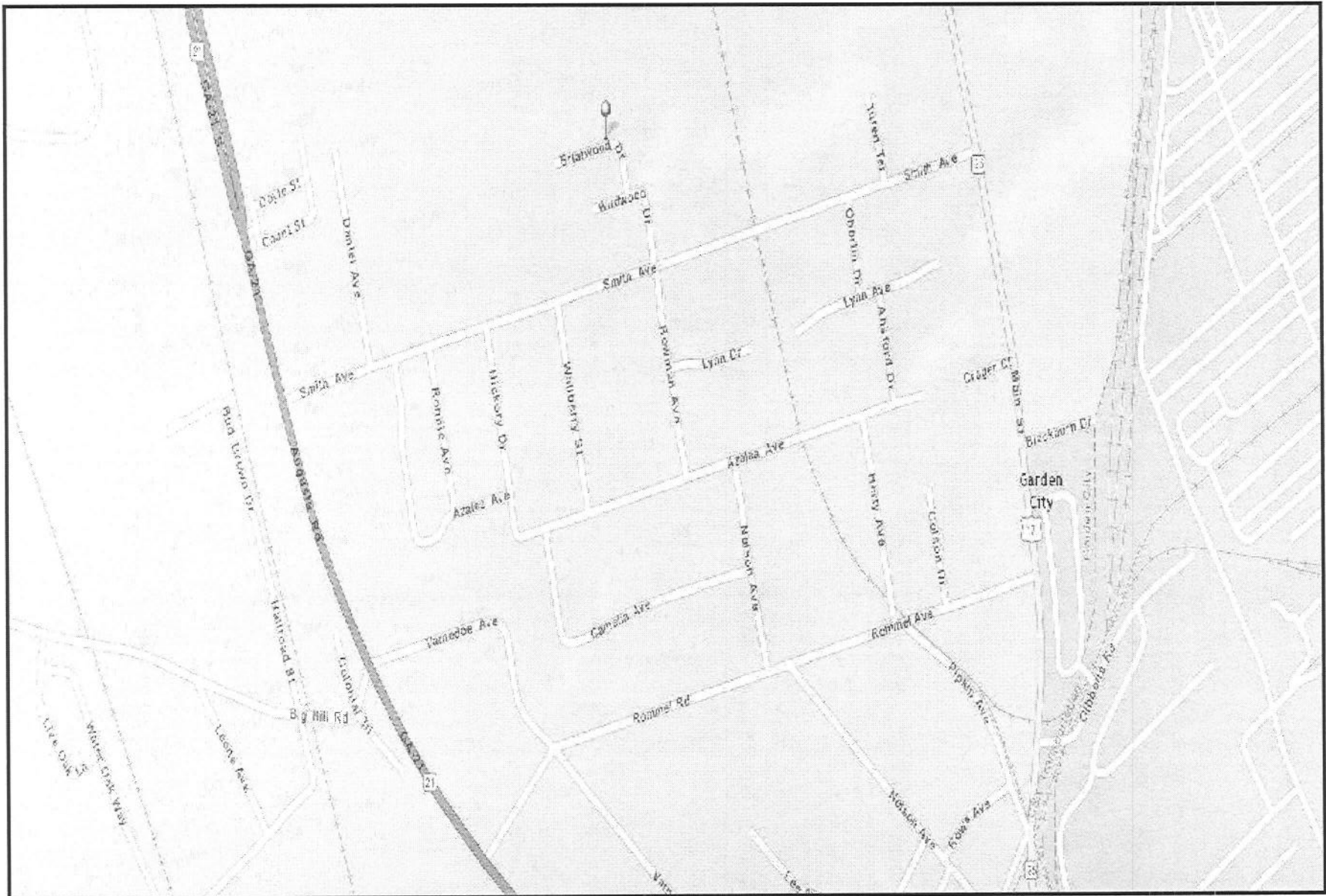
Real Estate Taxes : Being vested in the ownership of Chatham County, the asset to be auctioned is not currently subject to ad valorem taxation by the City of Garden City or Chatham County.

Upon a sale, the “new” owner of the asset will be subject to taxation by the City of Garden City 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.

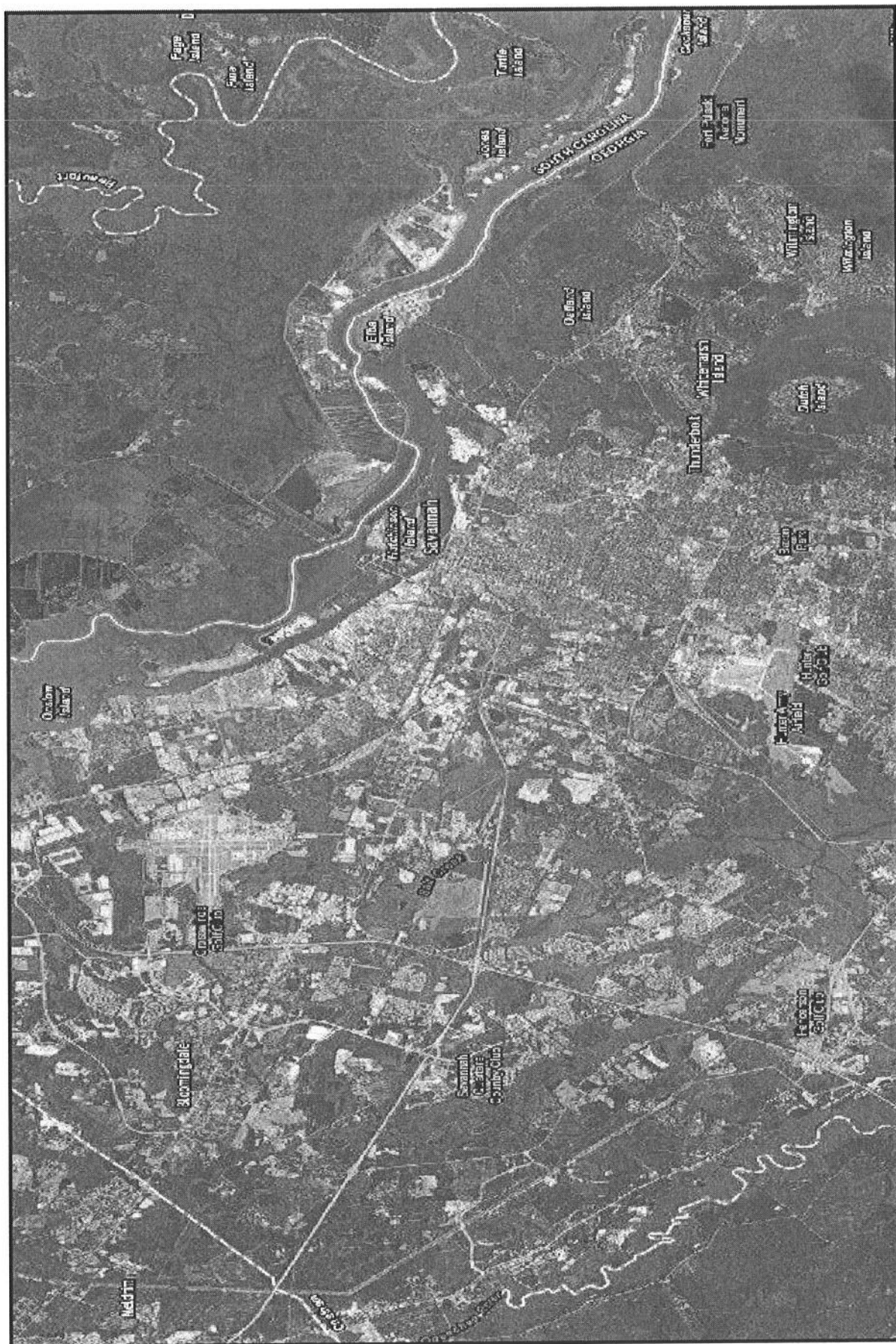
According to a representative from the tax assessor's office, tax appraised values are established relative to the “***As Is***” condition of the property on January 1, of the taxable year.

Again, as this asset is currently vested in the ownership of Chatham County, it is not subject to ad valorem taxation. For the purpose of estimating the prospective ad valorem tax liability, assuming the minimum bid price of \$109,000 equates to the total taxable value would result in an assessed value of \$43,600 or 40% of the taxable value. Applying the aggregate 2015 millage rates appears to suggest that the ad valorem tax liability might approximate \$1,443.00.

LOCATION MAPS



NEIGHBORHOOD STREET MAP



AREA AERIAL MAP

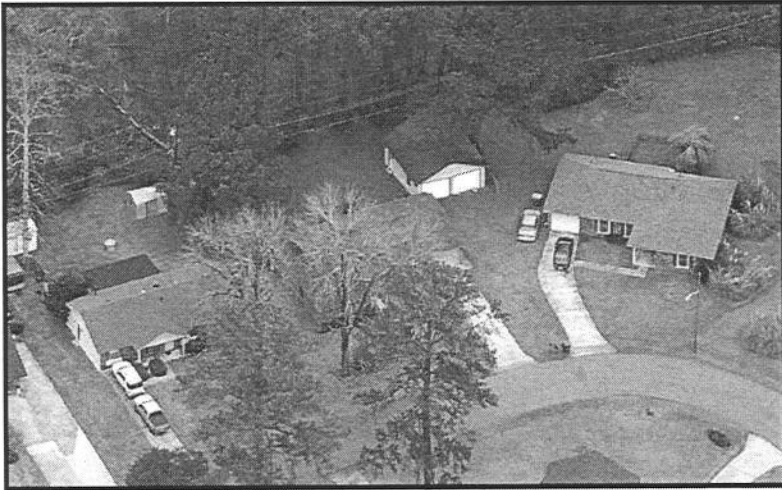


NEIGHBORHOOD AERIAL MAP

DIGITAL IMAGE



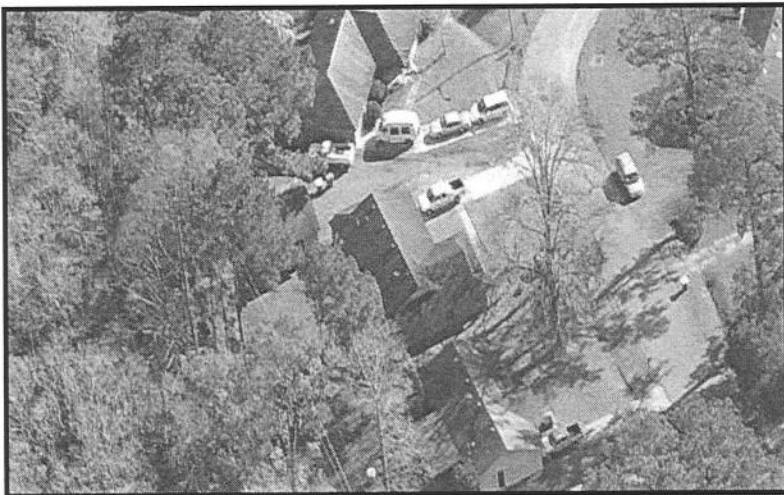
AERIAL PHOTOGRAPHS



NORTHERLY AERIAL VIEW



SOUTHERLY AERIAL VIEW



EASTERLY AERIAL VIEW



WESTERLY AERIAL VIEW

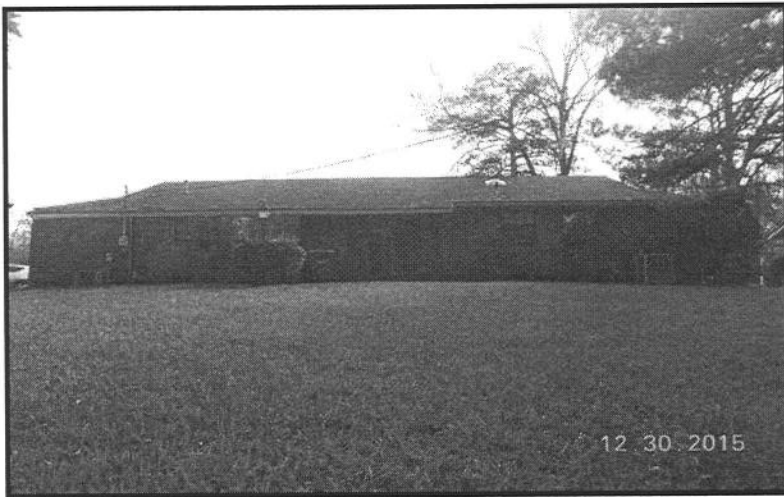
SUBJECT PHOTOGRAPHS



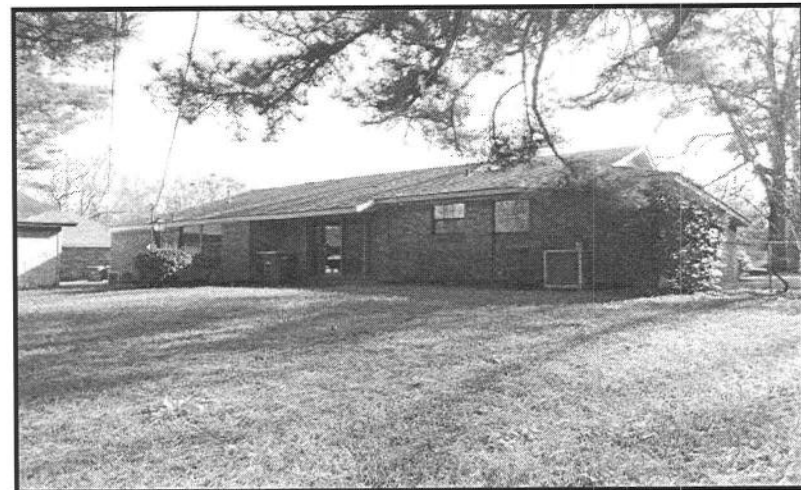
View Of The Southern (Front) Elevation



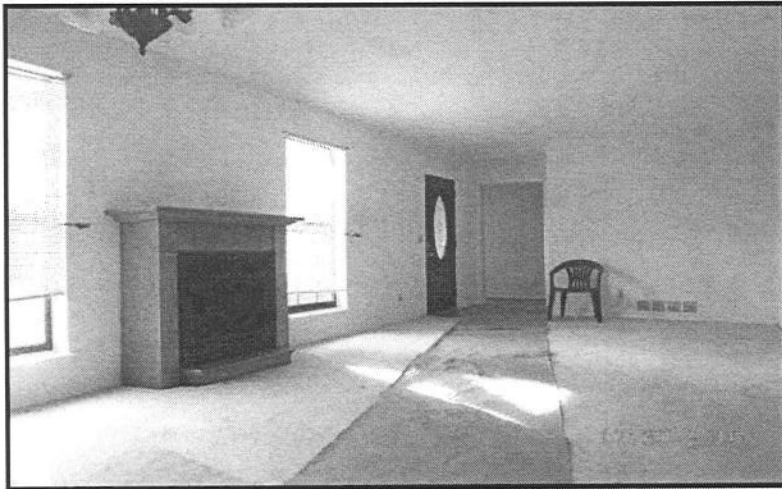
View Of The Southern (Front) And Eastern Elevations



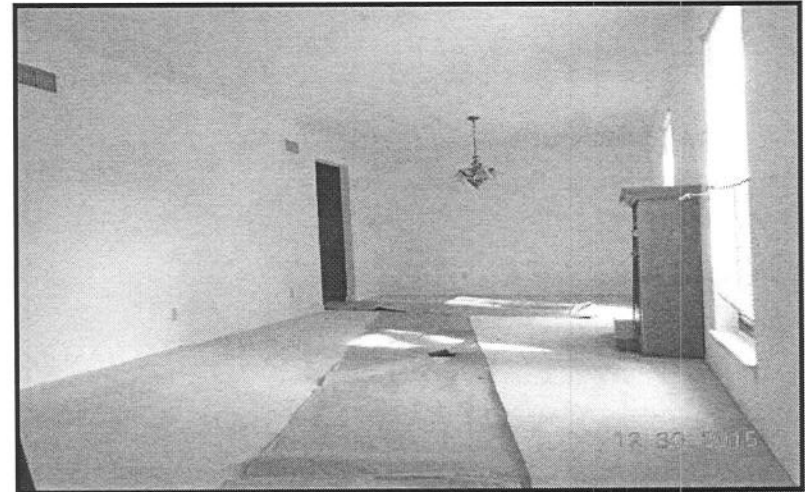
View Of The Northern (Rear) Elevation



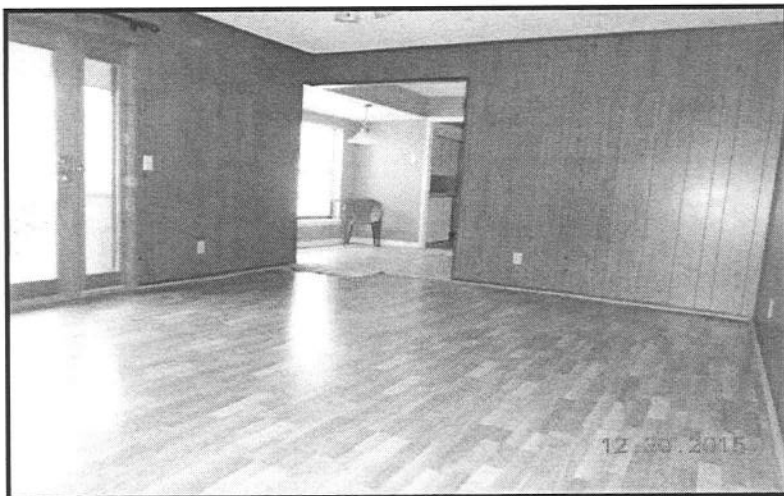
View Of The Northern (Rear) And Western Elevations



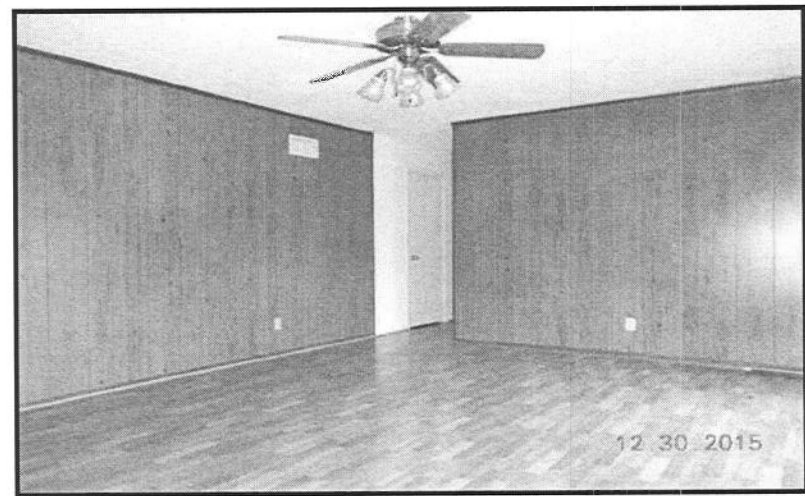
View Of The Living Room From The Dining Room



View Of The Dining Room From The Living Room



View Of The Den



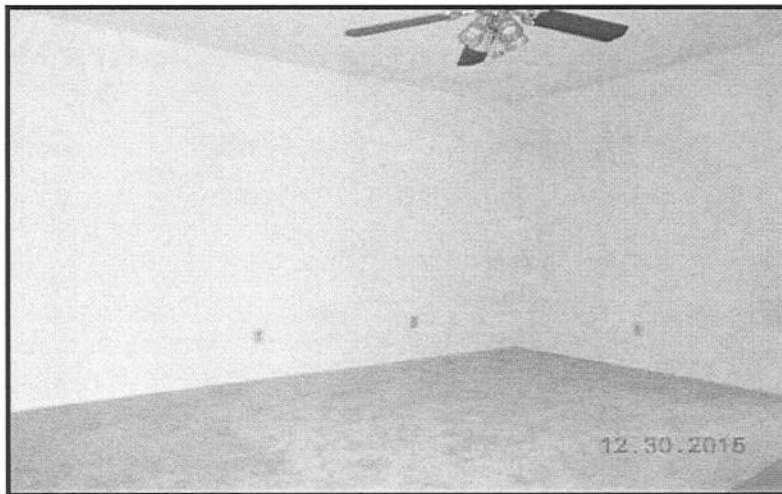
View Of The Den



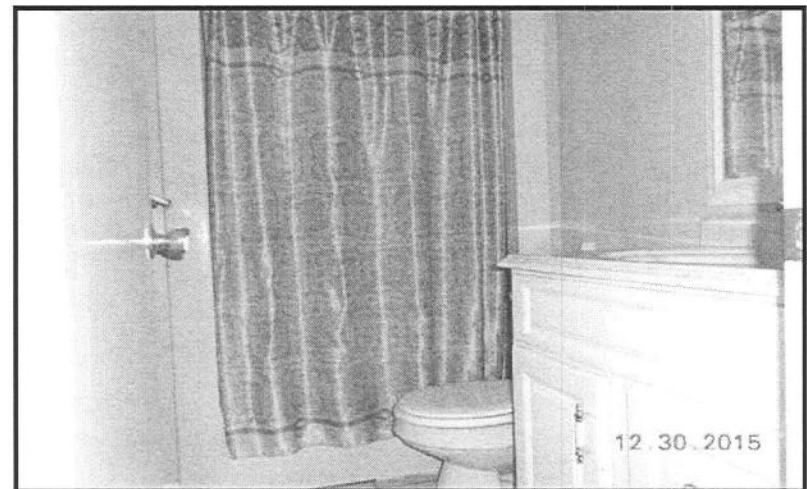
View Of The Kitchen From The Breakfast Nook



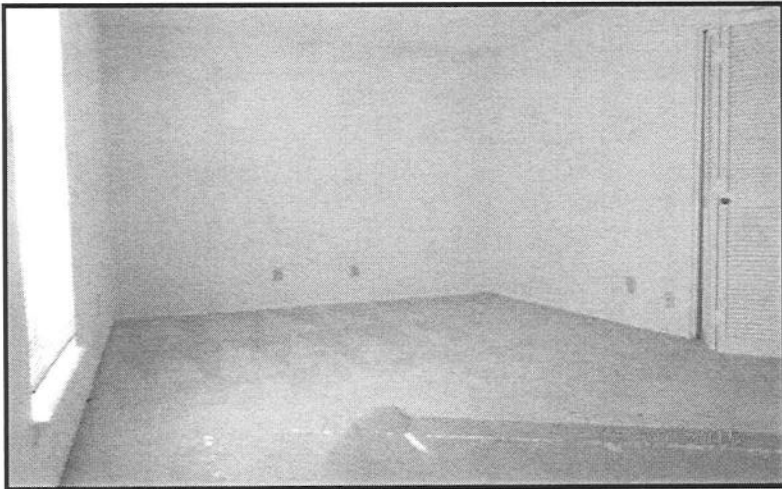
View Of The Kitchen Towards The Breakfast Nook



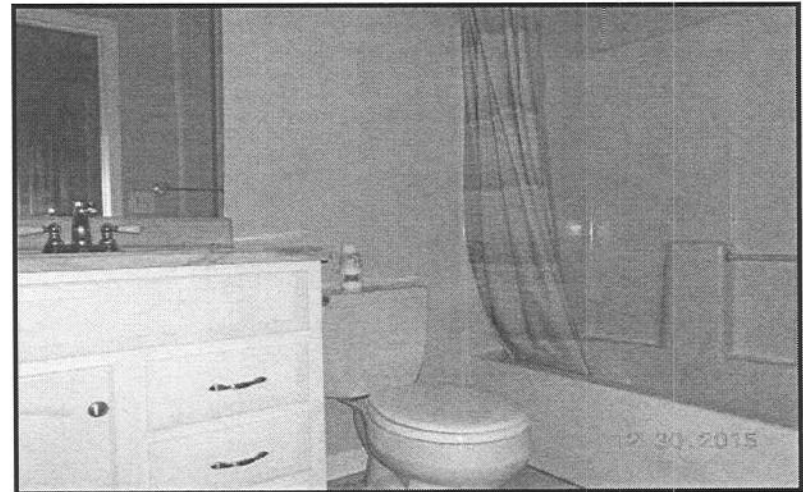
View Of The Master Bedroom



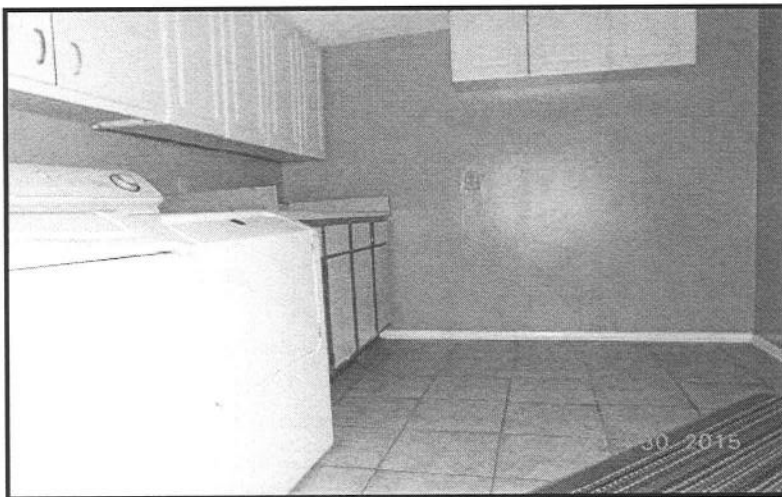
View Of The Master Bath



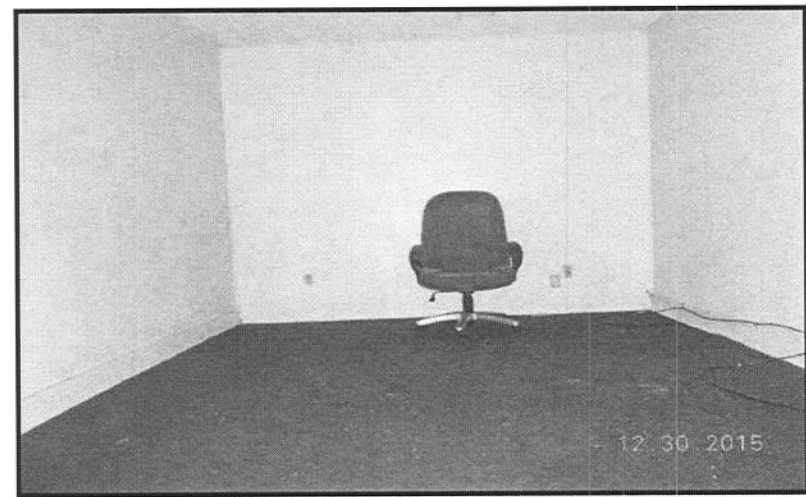
View Of A Secondary Bedroom



View Of The Common Bath



View Of The Laundry Room



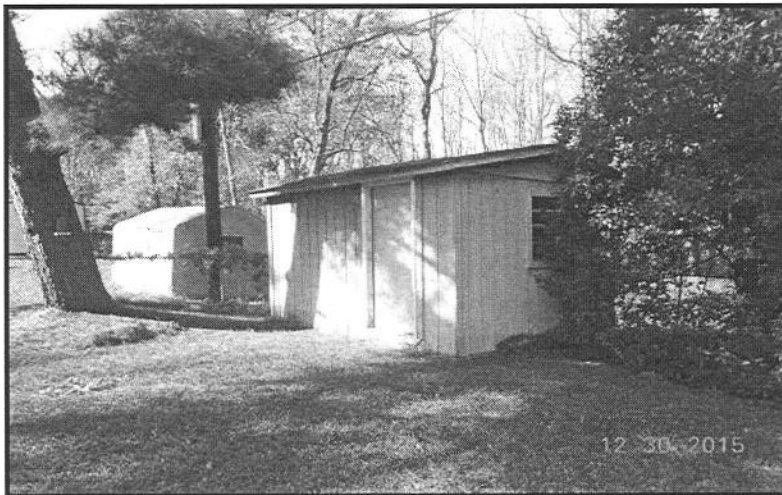
View Of Conversion Of The Former One Car Garage To Office Or Den



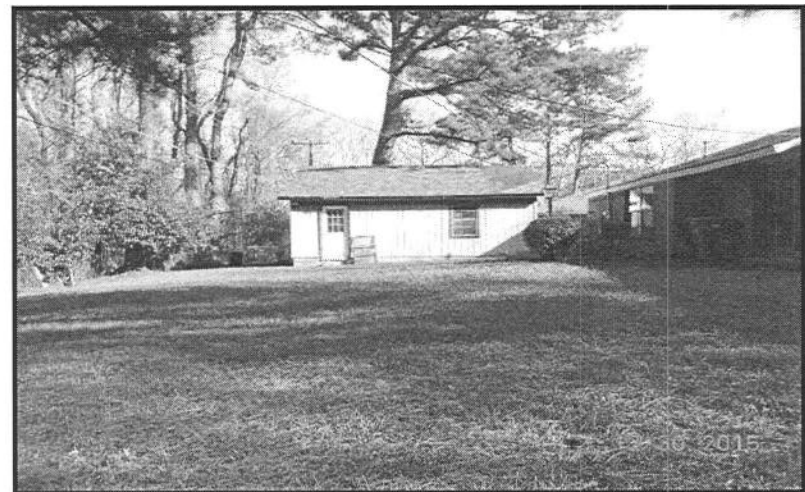
View Of The Detached Two Car Garage



Interior View Of The Detached Two Car Garage



View Of The Utility Shed



Easterly View Of The Rear Yard

[illegible]

BEANS A SUBDIVISION OF A PORTION OF LOTS
121 & 122, MAPS 1141 & 1142, CARROLLS
CADDIS RITE, EQUESTRIA.

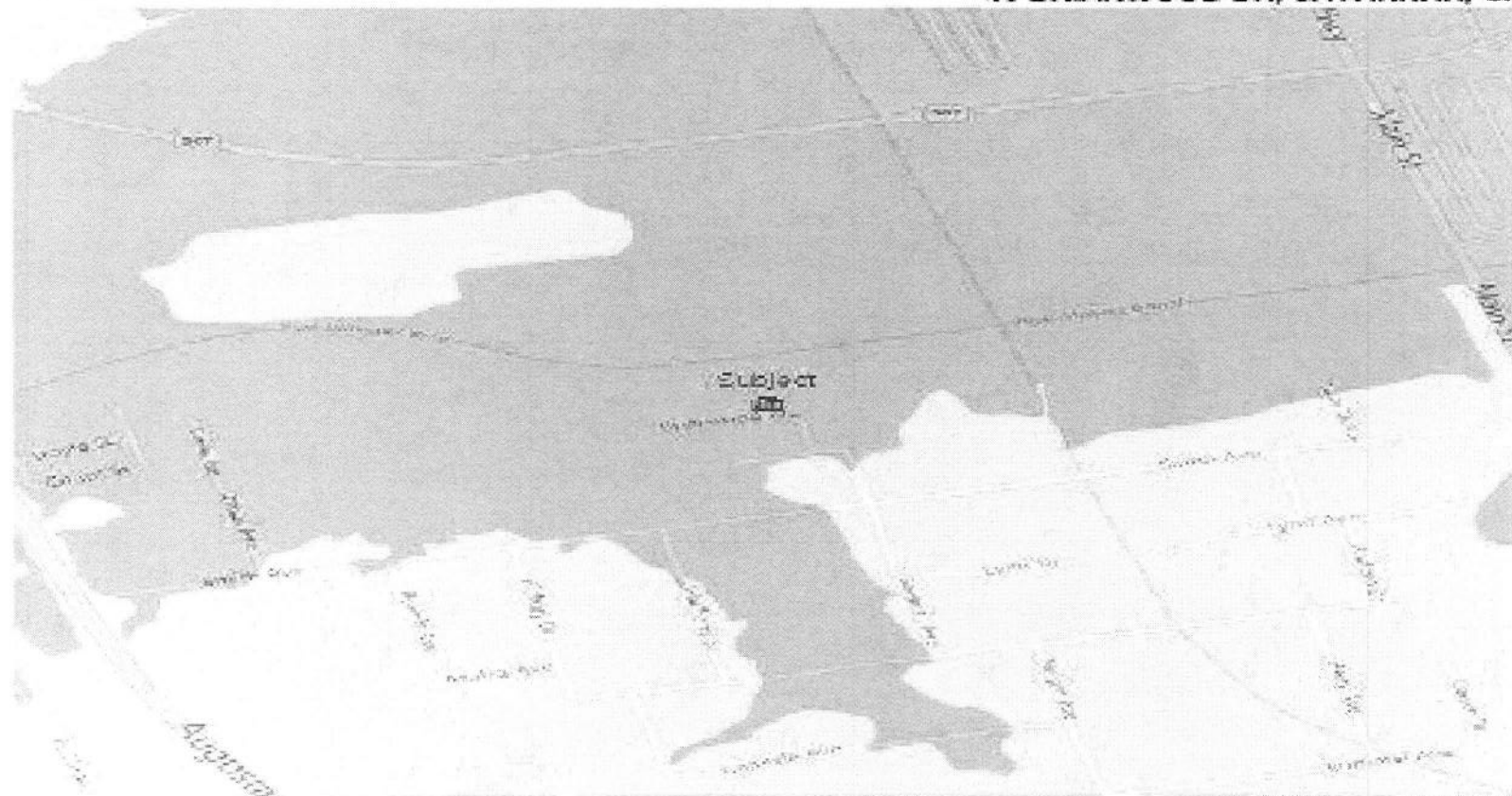
Source: *Engineering News-Record*, July 1, 1958

[illegible]

FLOOD MAP

STDB

You are currently logged in as: (CUSTID_11443) on 20-Aug-2013
 10 Briarwood Dr, Savannah, GA
 10 BRIARWOOD DR, SAVANNAH, GA



MAP DATA

Map Number : 13051C0135G
 Panel Date : August 05, 2013
 FIPS Code : 13051

Geographic Label : 11308 01
 Data Format : 342 (Mar. 1 Assessment)
 single valid address match; point
 located at a single known address;
 general municipality (P-number)

Flood

- ☐ Area Not Mapped
- ☐ X Zone
- ☐ A Zone
- ☐ V Zone
- ☐ D Zone

INVITATION TO BID FORM

INVITATION TO BID FORM

Dollar Amount of Bid (Minimum Bid Of \$109,000): \$ _____

Name of Person Submitting Bid: _____

Address of Person Submitting Bid: _____

Contact Number of Person Submitting Bill: _____

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.

Phone/Fax No's

E-mail

BROKER REPRESENTATION (IF APPLICABLE)

Brokerage Firm: _____

Brokerage Firm License No.: _____

Agent Name: _____

Agent License Number: _____

Agent Contact No.: _____

Agent Signature: _____

Bidder's Signature: _____

*** Broker's - Agent's Please Provide A Current W-9 With The Invitation To Bid**

SAMPLE PURCHASE AGREEMENT

SAMPLE PURCHASE AGREEMENT

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the _____ of May, 2016, 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:

10 Briarwood Drive, Garden City, Georgia 31408

"All that land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being more particularly described as follows:

ALL that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Garden City, Chatham County, Georgia known as LOT NUMBER TWELVE (12), BRIARWOOD SUBDIVISION, as shown and designated in a map of said Briarwood Subdivision prepared by Hussey & Gay, C.E., for Morgan C. Anderson, dated September 30, 1966, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Subdivision Map Book "D", page 18. Said Lot 12 having a frontage of 80 feet on the Northern side of Briarwood Drive and being more particularly described as follows: Beginning at a point of the Northern side of Briarwood Drive, where the dividing line between Lot 12 and 13 intersect said Briarwood Drive, which point is the Southeast corner of the Lot hereby conveyed and the Point of Beginning; thence proceeding in an arc westerly along the northern side of Briarwood Drive a distance of 22 feet to a point; thence, continuing along the Northern side of Briarwood Drive S 77° 00' W a distance of 58 feet to a point; thence, N 13° 00' W a distance of 120 feet to a point; thence, N 77° 00' E a distance of 107.20 feet to a point; thence, S 00° 24' E distance of 125.43 feet to the Point of Beginning and being bounded as follows: On the North by parts of Lot 121 and Lot 122, Industrial City Gardens, the property of M.C. Anderson; on the East by Lot 13, Briarwood Subdivision; on the South by Briarwood Drive; and on the West by Lot 11, Briarwood Subdivision. Specific reference is made to the above Subdivision Map, which map is expressly made a part of this description.

All 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 \$1,000.00 (One Thousand And No/100 Dollars) as refundable deposit so long as the Purchaser terminates the contract prior to the expiration of the due diligence period.

(B) The Purchaser will be granted a 14 (fourteen) day due diligence period during which time the earnest monies shall not be at risk and shall be refundable so long as the bidder terminates the contract prior to the end of the due diligence period. In the event the bidder provides notice of their intent to close, the earnest monies shall then become **NON REFUNDABLE** but will be credited toward the purchase price.

(C) At Closing, the Purchaser will 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 June 15, 2016. For said closing, Seller will 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 will not be later than provided in this paragraph.

4. Closing Costs. Seller shall provide a Closing Attorney and will 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.

Any Co-Operative Broker or Agent will have served as Broker/Agent for the Purchaser in this transaction and is to be paid a commission by the Seller as outlined in a separate agreement. This Broker/Agent has not acted as agent for the Seller 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 any 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 any 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 May, 2016.

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. 166463

Sealed Bids will be received until 11:00 A.M. on May 16, 2016 and publically 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: PROPERTY SALE OF 10 BRIARWOOD DRIVE, GARDEN CITY, GEORGIA 31408

“All that land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being more particularly described as follows:

ALL that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Garden City, Chatham County, Georgia known as LOT NUMBER TWELVE (12), BRIARWOOD SUBDIVISION, as shown and designated in a map of said Briarwood Subdivision prepared by Hussey & Gay, C.E., for Morgan C. Anderson, dated September 30, 1966, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Subdivision Map Book “D”, page 18. Said Lot 12 having a frontage of 80 feet on the Northern side of Briarwood Drive and being more particularly described as follows: Beginning at a point of the Northern side of Briarwood Drive, where the dividing line between Lot 12 and 13 intersect said Briarwood Drive, which point is the Southeast corner of the Lot hereby conveyed and the Point of Beginning; thence proceeding in an arc westerly along the northern side of Briarwood Drive a distance of 22 feet to a point; thence, continuing along the Northern side of Briarwood Drive S 77° 00' W a distance of 58 feet to a point; thence, N 13° 00' W a distance of 120 feet to a point; thence, N 77° 00' E a distance of 107.20 feet to a point; thence, S 00° 24' E distance of 125.43 feet to the Point of Beginning and being bounded as follows: On the North by parts of Lot 121 and Lot 122, Industrial City Gardens, the property of M.C. Anderson; on the East by Lot 13, Briarwood Subdivision; on the South by Briarwood Drive; and on the West by Lot 11, Briarwood Subdivision. Specific reference is made to the above Subdivision Map, which map is expressly made a part of this description.

All 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 \$109,000.

Conditions: 1) Sale will be in “as-is” and “where is” condition with no seller warranties or representations. 2) Within three days of the bid date, the highest bidder will be required to execute a purchase agreement which can be viewed prior to the sale in the Purchasing Office or on the internet at the address below and pay \$1,000.00 (One Thousand And No/100 Dollars) as earnest monies which will be refundable prior to the expiration of the due diligence or inspection period. The highest responsible bidder will be granted a 14 (fourteen) day due diligence or inspection period during which time the earnest monies will not be at risk and will be refundable so long as the bidder terminates the contract prior to the end of the due diligence period. In the event the bidder provides notice of their intent to close, the earnest monies will then become **NON REFUNDABLE** but will be credited toward the purchase price. 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 Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on an approved bid form.

The Bid Package can be downloaded and printed from the Chatham County website or <http://purchasing.chathamcounty.org> <http://www.chathamcounty.org>

For any additional questions regarding this bid, please contact Robert Marshal, Senior Procurement Specialist, at 912-790-1622 or 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"


MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: Apr. 27, 2016
Please send affidavit to:
Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C
Savannah, Georgia 31406
(912) 790-1622