

INVITATION TO BID

BID NO. 18-0004-4

PROPERTY SALE OF PARCEL C, PARCEL D, PARCEL E, AND PARCEL F
LOCATED AT THE INTERSECTION OF GEORGIA STATE HIGHWAY 307 (DEAN
FOREST ROAD) AND SONNY PERDUE DRIVE, GARDEN CITY, GEORGIA

PUBLIC BID OPENING: 11:00 AM, FEBRUARY 13, 2018

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

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

Date: January 17, 2018

BID NO. 18-0004-4

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 Director, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 11:00 AM local time, FEBRUARY 13, 2018, 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 Director 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 Director 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 **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 Director 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

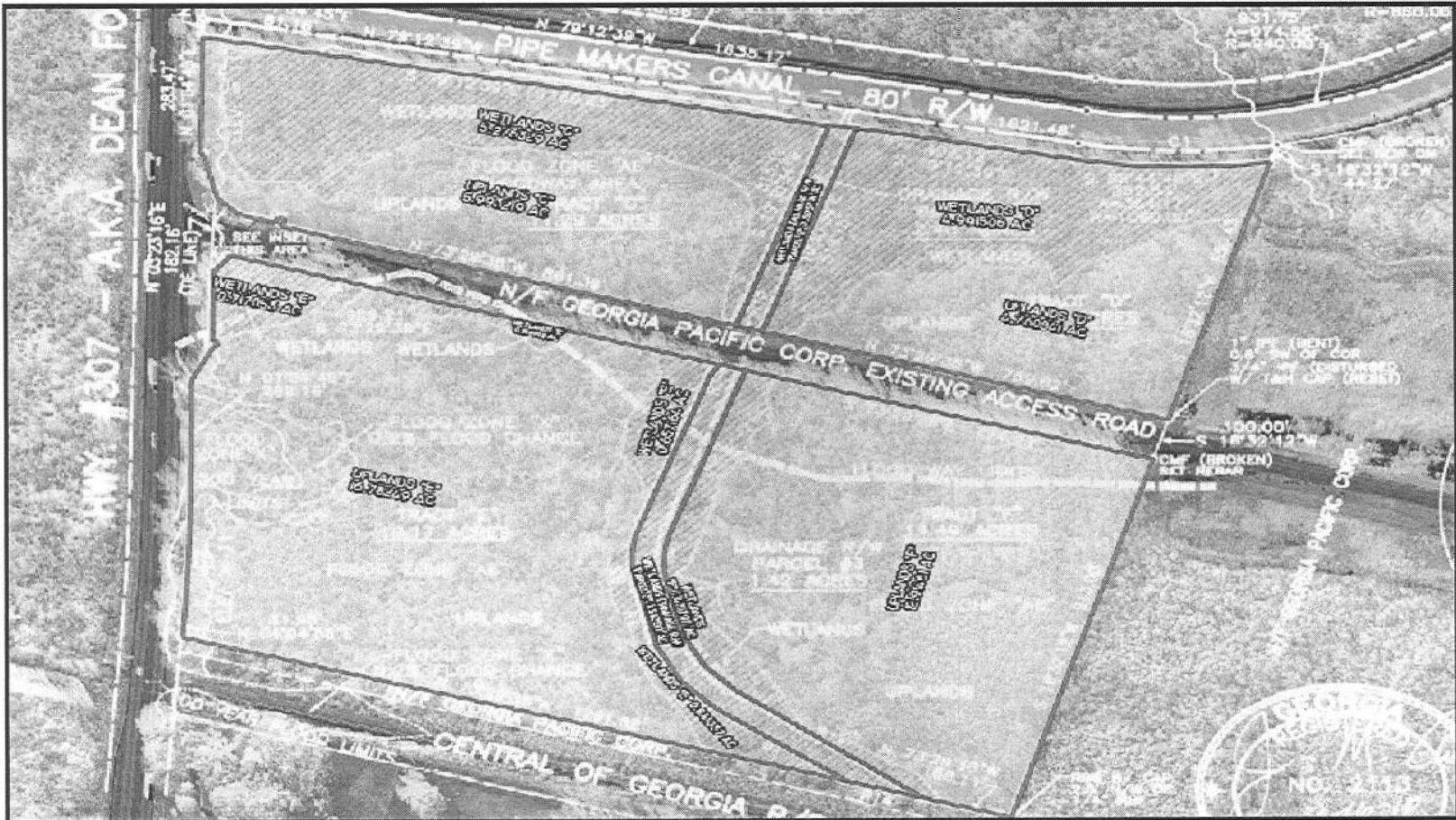
DESCRIPTION FOR:

BID NO. 18-0004-4

**PROPERTY SALE OF PARCEL C, PARCEL D, PARCEL E, AND PARCEL F
LOCATED AT THE INTERSECTION OF GEORGIA STATE HIGHWAY 307 (DEAN
FOREST ROAD) AND SONNY PERDUE DRIVE, GARDEN CITY, GEORGIA**

The subject of this offering is four vacant land parcels located along Georgia State Highway 307 (Dean Forest Road) and Sonny Perdue Drive, Garden City, Georgia. See attached documents for details.

ON BEHALF OF CHATHAM COUNTY
AN OFFERING OF PARCEL C, PARCEL D, PARCEL E AND PARCEL F
LOCATED AT THE INTERSECTION OF GEORGIA STATE HIGHWAY 307
(DEAN FOREST ROAD) AND SONNY PERDUE DRIVE,
GARDEN CITY, CHATHAM COUNTY, GEORGIA 31408



AS OF JANUARY 2018
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 its 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 is four vacant land parcels located along Georgia State Highway 307 (Dean Forest Road) and/or Sonny Perdue Drive. A table depicting the address - location, property identification number(s) and the estimated total acreage's, estimated jurisdictional acreage's and estimated upland acreage's of each parcel is offered below.

ASSET SUMMARY				
Address - Location	Property Identification Number	Estimated Total Acreage	Estimated Jurisdictional Acres	Estimated Uplands Acres
Tract C - Northeast Corner Of Georgia State Highway 307 And Sonny Perdue Drive	6-0924-05-013	11.29	5.28	6.01
Tract D - Southeast Corner Of Georgia State Highway 307 And Sonny Perdue Drive	6-0924-05-014	9.76	4.99	4.77
Tract E - Sonny Perdue Drive	6-0924-05-015	19.17	2.43	16.74
Tract F - Sonny Perdue Drive	6-0924-05-016	14.49	1.43	13.06
Totals		54.71	14.13	40.58

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 February 13, 2018, 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 \$750,000.00

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

PARAMOUNT DISCLOSURE'S

JURISDICTIONAL WETLANDS

IT IS IMPORTANT TO NOTE THAT THE ESTIMATES OF THE JURISDICTIONAL AREAS OR WETLANDS IS BASED ON CONDITIONS EXISTING CIRCA 2010 AND THEREFORE THE ESTIMATES AS CONTAINED HEREIN HAVE NOT BEEN RECENTLY FIELD VERIFIED OR CONFIRMED BY THE OWNER OR AN AGENT OF THE OWNER NOR BY THE U.S. ARMY CORPS OF ENGINEERS.

FOR THIS REASON, IT IS STRONGLY URGED THAT ANY PARTY CONTEMPLATING PURCHASING THE PROPERTIES THAT COMPRISE THE SUBJECT OF THIS OFFERING SHOULD ENGAGE THE APPROPRIATE PARTIES POSSESSING THE FUNCTIONAL EXPERTISE TO ADVISE ON SUCH MATTERS.

January 2018

Re: Invitation To Bid

Property Addresses: Parcel C, Parcel D, Parcel E and Parcel F Being Generally Located At The Intersection of Georgia State Highway 307 (Dean Forest Road) and Sonny Perdue Drive, Garden City, Georgia 31408. Property Identification Number's: 6-0924-05-013, 6-0924-05-014, 6-0924-05-015 and 6-0924-05-016.

The County is auctioning to the highest bidder it's ownership of Parcel C, Parcel D, Parcel E and Parcel F Being Generally Located At The Intersection of Georgia State Highway 307 (Dean Forest Road) and Sonny Perdue Drive, Garden City, Georgia 31408 and being legally described as:

Parcel C

"All that parcel or tract of land, lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along said east existing right of way line which is a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to the POINT OF BEGINNING; thence, S 79° 12' 39" E a distance of 1159.93 feet to a point; thence, S 19° 30' 34" W a distance of 513.10 feet to a point; thence, N 73° 29' 38" W a distance of 861.39 feet to a point; thence, N 16° 30' 22" E a distance of 19.29 feet to a point; thence, N 73° 29' 38" W a distance of 12.50 feet to a point; thence, S 16° 30' 22" W a distance of 14.29 feet to a point; thence, N 73° 29' 38" W a distance of 71.72 feet to a point; thence, N 43° 55' 17" W a distance of 54.21 feet to a point located on said east existing right of way line; thence, N 12° 38' 27" W along said east existing right of way line a distance of 107.18 feet to a point; thence, N 87° 50' 01" W continuing along said east existing right of way line a distance of 7.14 feet to a point located on the east existing right of way line of Dean Forest Road; thence, N 01° 04' 45" E along said east existing right of way line a distance of 283.47 feet back to said POINT OF BEGINNING. Said area described consists of 11.29 acres and is labeled as Tract "C" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

Parcel D

“All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn Property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W, a chord length of 895.31 feet, a radius of 2814.78 feet and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W continuing a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line, S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, S 43° 55' 17" E a distance of 54.21 feet to a point; thence, S 73° 29' 35" E a distance of 71.72 feet to a point; thence, N 16° 30' 22" E a distance of 14.29 feet to a point; thence, S 73° 29' 38" E a distance of 12.50 feet to a point; thence, S 16° 30' 22" W a distance of 19.29 feet to a point; thence, S 73° 29' 38" E a distance of 861.39 feet to a point; thence, S 73° 29' 38" E a distance of 50.07 feet to the POINT OF BEGINNING; thence, N 19° 30' 34" E a distance of 518.15 feet to a point; thence, S 79° 12' 39" E a distance of 404.12 feet to a point; thence, southeasterly along a curved line with a chord bearing of S 88° 44' 46" E a chord length of 352.53 feet, a radius of 1080.00 feet, an arc length of 354.17 feet to a point; thence, S 16° 32' 12" W a distance of 650.43 feet to a point; thence, N 73° 29' 38" W a distance of 769.02 feet back to said POINT OF BEGINNING. Said area described consists of 9.67 acres and is labeled as Tract "D" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia.”

Parcel E

“All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet, and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east

existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, S 03° 23' 16" W continuing along said east existing right of way line a distance of 182.16 feet to the POINT OF BEGINNING; thence, N 36° 53' 20" E a distance of 48.70 feet to a point; thence, S 73° 29' 38" E a distance of 929.21 feet to a point; thence, S 19° 30' 34" W a distance of 405.57 feet to a point; thence, southeasterly along a curved line with a chord bearing of S 02° 42' 28" W a chord length of 189.07 feet, a radius of 291.14 feet, and an arc distance of 171.54 feet to a point; thence, S 12° 43' 25" E a distance of 138.40 feet to a point; thence, S 27° 20' 45" E a distance of 96.42 feet to a point; thence, S 42° 48' 04" E a distance of 87.17 feet to a point; thence, S 53° 02' 26" E a distance of 303.32 feet to a point; thence, N 73° 29' 38" W a distance of 1261.62 feet to a point located on the east existing right of way line of Dean Forest Road; thence, N 04° 04' 58" E along said east existing right of way line a distance of 31.95 feet to a point; thence, northwesterly along a curved line with a chord bearing of N 02° 34' 52" E a chord length of 304.52 feet, a radius of 5809.37 feet, and an arc distance of 304.55 feet to a point; thence, N 01° 04' 45" E continuing along said east existing right of way line a distance of 282.16 feet to a point; thence, N 21° 21' 44" E continuing along said east existing right of way line a distance of 88.03 feet to a point; thence, N 01° 06' 23" E continuing along said east existing right of way line a distance of 3.83 feet to a point; thence, S 88° 53' 37" E continuing along said east existing right of way line a distance of 9.04 feet to a point; thence, N 01° 06' 23" E continuing along said east existing right of way line a distance of 12.50 feet to a point; thence, N 88° 53' 37" W continuing along said east existing right of way line a distance of 9.04 feet to a point; thence, N 00° 58' 28" E along said east existing right of way line a distance of 188.27 feet back to said POINT OF BEGINNING. Said area described consists of 19.17 acres and is labeled as Tract "E" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

Parcel F

"All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet, and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line S 01° 04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line, S 87° 50' 01" E a

distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, continuing along said east existing right of way line, S 03° 23' 16" W a distance of 182.16 feet to a point; thence, continuing along said east existing right of way line, N 36° 53' 20" E a distance of 48.70 feet to a point; thence, S 73° 29' 38" E a distance of 929.21 feet to a point; thence, S 73° 29' 38" E a distance of 50.07 feet to the POINT OF BEGINNING; thence, S 73° 29' 38" E a distance of 774.22 feet to a point; thence, S 16° 32' 12" W a distance of 910.00 feet to a point; thence, N 73° 29' 38" W a distance of 168.11 feet to a point; thence, N 53° 02' 26" W a distance of 432.90 feet to a point; thence, N 42° 48' 04" W a distance of 75.90 feet to a point; thence, N 27° 20' 45" W a distance of 83.22 feet to a point; thence, N 12° 43' 25" W a distance of 131.99 feet to a point; thence, northeasterly along a curved line with a chord bearing of N 02° 34' 24" E a distance of 141.31 feet, with an arc distance of 143.41 feet, and a radius of 241.15 feet to a point; thence, N 19° 30' 34" E a distance of 408.20 feet back to said POINT OF BEGINNING. Said area described consists of 14.49 acres and is labeled as Tract "F" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

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 www.chathamcounty.org under "News and Events." 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 \$750,000.
- ◆ 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% (non refundable) 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% non refundable 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% non refundable 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 four, vacant, land parcels generally located at the intersection of Georgia State Highway 307 (Dean Forest Road) and Sonny Perdue Drive, Garden City, Georgia 31408. Property Identification Number's include 6-0924-05-013, 6-0924-05-014, 6-0924-05-015 and 6-0924-05-016. This location is approximately four miles southeast of the Georgia Ports Authority Main Gate, minutes from I-95 and I-16 and adjacent to Norfolk Southern Dillard Intermodal Yard.

The southern portion of the four assets at their respective southern boundaries (Property Identification Numbers 6-0924-05-015 and 6-0924-05-016) abut or front along an active North Southern Rail Line and access is available to the Norfolk Souther Dillard Intermodal Yard which is a domestic intermodal facility capable of handling 150,000+ containers annually being situated on 40 acre and operational 24 hours per a day.

The Georgia Ports Authority is home to the largest single terminal container facility of the East and Gulf Coasts, is the fourth largest port in North America. The port accepts deep-water ships via the Panama and Suez Canals, with sailing times as low as 20 days from Asia, and nine days from Europe. The Georgia Ports Authority is the only U.S. port to offer overnight rail service to Atlanta, and 2-3 day rail service to key hubs including Chicago, Charlotte, Dallas and Memphis.

The CenterPoint Intermodal Center is located adjacent and to the east which at completion is scheduled to offer 1.3+- million square feet of build to suits for lease or sale. Rail served buildings - single/dual spurs, cross-dock, transload, bulk warehousing, 3-high container stacking and storage, chassis stacking and storage, trailer and container storage and 30 acres of container and trailer management.

Independent descriptions of each tract are offered as follows.

Tract C - NE Corner GA. State Highway 307 And Sonny Perdue Drive - Property Identification Number 6-0924-05-013

With reference a plat of survey prepared by James M. Anderson & Associates, Inc. dated February 16, 2010 and recorded in the records of Chatham County as Plat Record Book 44P; Folio 58, it appears Parcel D approximates 11.29 acres fronting 452 lineal feet along the eastside of the northbound lane of Georgia State Highway 307 and 861.39 lineal feet along the northside of the westbound lane of Sonny Perdue Drive.

Of the 11.29 acres, it is estimated that approximately 6.01 acres would be judged as highlands or uplands and the balance or an estimated 5.28 acres would be classified as jurisdictional. The parcel is located within an area determined to be within Flood Zone AE, it is within an area designated as a "floodway" and the majority of the elevations appear to approximate between 3 to 4 feet above MSL within the jurisdictional areas and +/- 5 feet within the upland areas. Additionally, it appears the majority of parcel excepting a small portion approximating the western boundary and the northwest corner would be within the confines of the floodway" based on a unconfirmed 2014 delineation.

A 16" forced main traverses along Dean Forest Road, 12" water main is located to the east along Sonny Perdue Drive as well as an 8" PVC sewer main. The property is zoned I-2 by the municipality of Garden City.

Tract D - Sonny Perdue Drive - Property Identification Number 6-0924-05-014

With reference a plat of survey prepared by James M. Anderson & Associates, Inc. dated February 16, 2010 and recorded in the records of Chatham County as Plat Record Book 44P; Folio 58, it appears Parcel D approximates 9.76 acres fronting 769.02 lineal feet along the northside of the westbound lane of Sonny Perdue Drive.

Of the 9.76 acres, it is estimated that approximately 4.77 acres would be judged as highlands or uplands and the balance or an estimated 4.99 acres would be classified as jurisdictional. The parcel is located within an area determined to be within Flood Zone AE, most of it is within an area designated as a "floodway" and the majority of the elevations appear to approximate between 3 to 4 feet within the jurisdictional areas and from approximately 4 to 7 feet above MSL within the upland areas. Additionally, it appears the majority of parcel excepting a "triangular" portion approximating the southern boundary and southeastern corner would be within the confines of the floodway" based on a unconfirmed 2014 delineation.

A 16" forced main traverses along Dean Forest Road, 12" water main is located to the east along Sonny Perdue Drive as well as an 8" PVC sewer main. The property is zoned I-2 by the municipality of Garden City.

Tract E - SE Corner GA. State Highway 307 And Sonny Perdue Drive - Property Identification Number 6-0924-05-015

With reference a plat of survey prepared by James M. Anderson & Associates, Inc. dated February 16, 2010 and recorded in the records of Chatham County as Plat Record Book 44P; Folio 58, it appears Parcel E approximates 19.17 acres fronting 901.54 lineal feet fronting along the eastside of the northbound lane of Georgia State Highway 307 and 929.21 lineal feet along the southside of the eastbound lane of Sonny Perdue Drive.

Of the 19.17 acres, it is estimated that approximately 16.74 acres would be judged as highlands or uplands and the balance or an estimated 2.43 acres would be classified as jurisdictional, The majority of the parcel is located within an area determined to be within Flood Zone AE, nearly 5% would be considered to be within an area designated as a "floodway" and the elevations appear to approximate between 9 to 13 feet above MSL along the middle western boundary, 6 to 8 feet for the majority of the northern one-half of the parcel and 6 to 7 feet for the balance of the property. Additionally, it appears a very small "triangular" shaped portion approximating the northwest corner of the parcel would be within the confines of the floodway" based on a unconfirmed 2014 delineation.

A 16" forced main traverses along Dean Forest Road, 12" water main is located to the east along Sonny Perdue Drive as well as an 8" PVC sewer main. The property is zoned I-2 by the municipality of Garden City.

Tract F - Sonny Perdue Drive - Property Identification Number 6-0924-05-016

With reference a plat of survey prepared by James M. Anderson & Associates, Inc. dated February 16, 2010 and recorded in the records of Chatham County as Plat Record Book 44P; Folio 58, it appears Parcel F approximates 14.49 acres fronting 774.22 lineal feet along the southside of the eastbound lane of Sonny Perdue Drive.

Of the 14.49 acres, it is estimated that approximately 13.06 acres would be judged as highlands or uplands and the balance or an estimated 1.43 acres would be classified as jurisdictional. The parcel is located within an area determined to be within Flood Zone AE and the majority of elevations appear to approximate between 6 to feet above MSL.

A 16" forced main traverses along Dean Forest Road, 12" water main is located to the east along Sonny Perdue Drive as well as an 8" PVC sewer main. The property is zoned I-2 by the municipality of Garden City.

Zoning

Zoning Authority : City of Garden City

Zoning Classification : Heavy Industrial (I-2).

Definition : The Zoning Definition for the Heavy Industrial (I-2) district is provided as follows.

As defined within the *City of Garden City Zoning Ordinance*: "The purpose of the I-2 district is to create and protect areas in which industries which are not permitted in an I-1 district can be permitted."

Permitted Uses : Some specific permitted uses which might be reflective of highest and best use for I-2 district include public uses, public utilities, gas and electric regulator stations, dry cleaning plants, medical, dental or optical laboratories, freezer locker or ice storage, automobile repair, automobile upholstery shops and paint shops, repairing trucks, manufactured homes, recreational vehicles, and trailers, pest control, heavy truck (trucks weighing over one ton) and truck trailer sale dealerships, tire recapping, farm implement sales and similar activities, prefabricated structure's sales lot, electrical repair and similar activities, truck terminal, truckstop, building, heating, plumbing, electrical and related supplies and materials, building, heating, plumbing or electrical contractors and related construction contractors, storage yards, wholesaling and warehousing, self-storage mini warehouse, rental of tools, rental of equipment, tool sales, equipment sales and businesses of a similar nature, removal or extraction of any

natural material or deposit, salvage yard and motor vehicle salvage yard, metals salvage yard, heavy industrial and heavy manufacturing, container storage, container trailer storage yard or container repair shop, light machine shop, heavy machine shop, landfill (where permit is required by state department of natural resources) and a recycling collection center.

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 I-2 zoning district.

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 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, the asset is not subject to ad valorem taxation. For the purpose of estimating the ad valorem tax liability it is assumed that the minimum bid price of \$750,000 would equate to the total taxable value which results in an assessed value of \$300,000 or 40% of the taxable value. Applying the 2017 millage rates for the City Of Garden City and Chatham County appears to suggest that the ad valorem tax liability might approximate \$9,954.

Access, Curb Cut And Utilities Agreement

: An “Agreement For Easement And Use Of Ingress, Egress And Utilities Of Private Road And Curb Cut” agreement was fully executed by CenterPoint Garden City, LLC as Grantor and Chatham County, as Grantee as of September 12, 2008 and recorded in the records of Chatham County, October 2, 2008 in Deed Record Book 345G; Folio 442, a copy of which included in the Addenda to this Offering Memorandum.

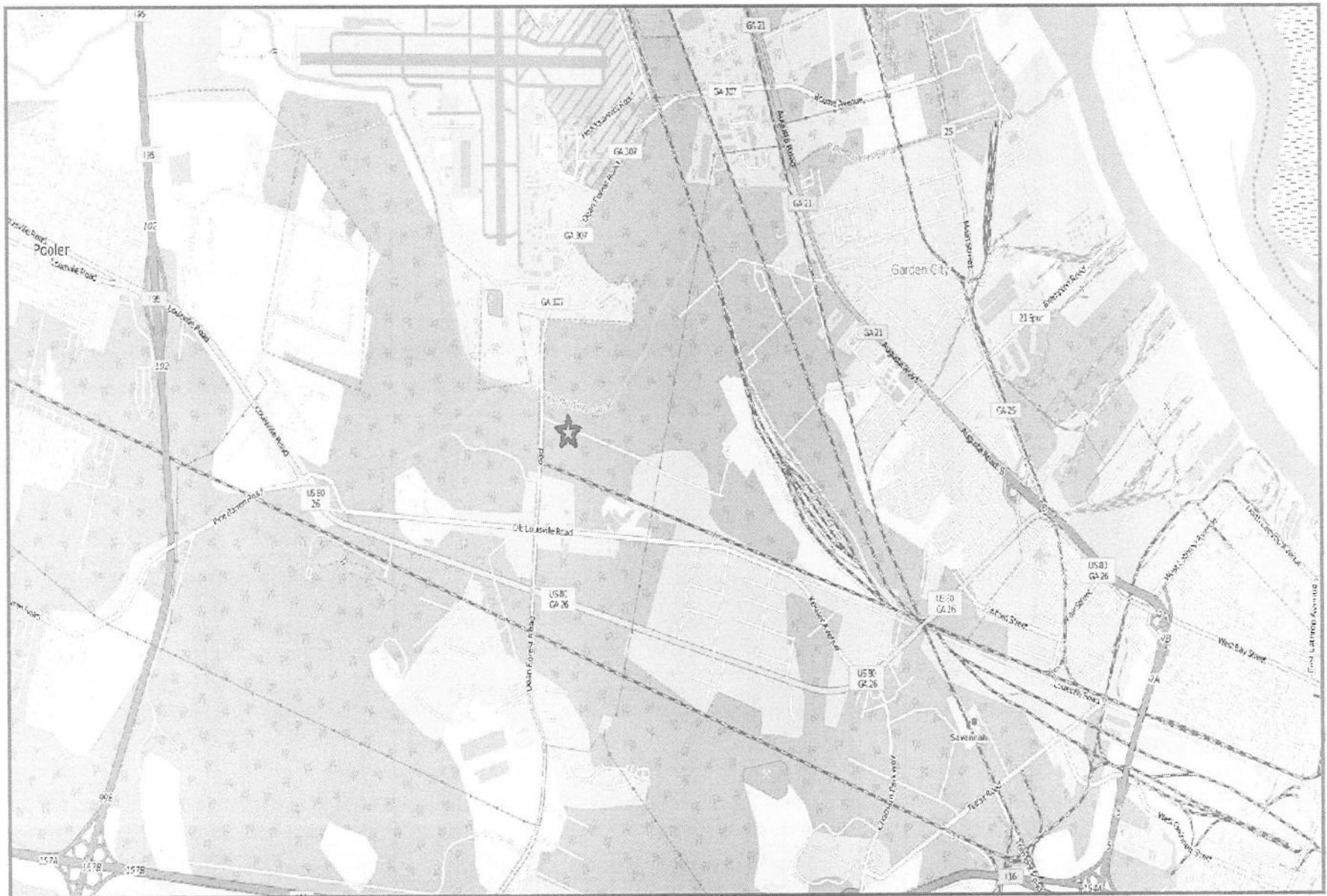
The purpose of the agreement was to create and exchange Curb Cuts (1 and 2) on lands owned by Chatham County adjoining and parallel to the Dean Forest Road frontage for acceleration and deceleration lanes to service the 100-foot private right of way now known as Sonny Perdue Drive which is the primary point of entry into the CenterPoint Development. In exchange for this grant or conveyance, CenterPoint agreed to permit Chatham County (and all

other future land owners the right of access along Sonny Perdue Drive and the right to establish Curb Cuts (3 & 4) along the northern and southern sides of Sonny Perdue Drive to serve as vehicular ingress and egress points to and from those lands then currently vested in the ownership of the County paralleling the same.

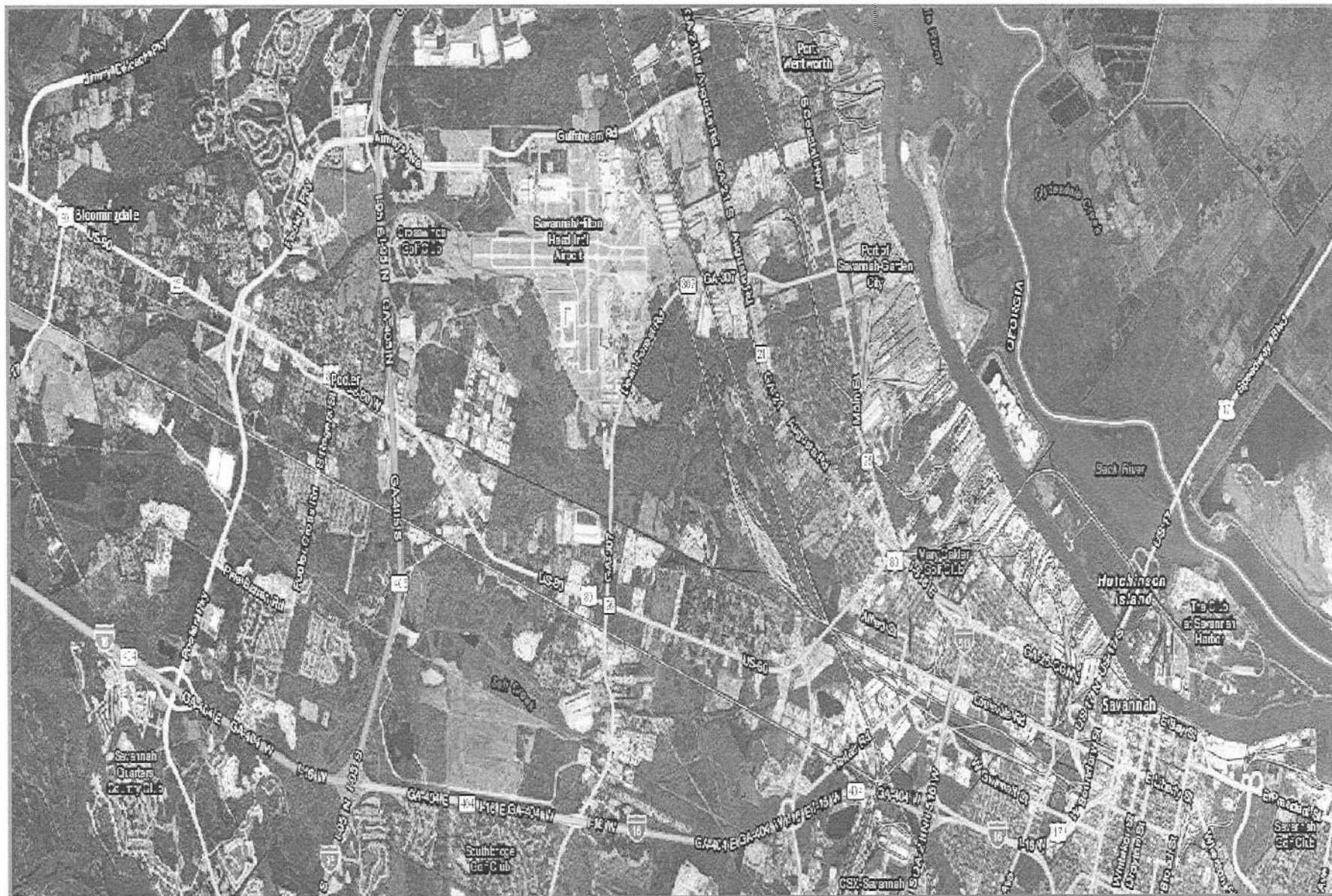
The Curb Cuts (3 and 4) are to be singular for along each roadside, are to be limited to 80 lineal feet in width and must be at a minimum 300 lineal feet from the eastern boundary of Dean Forest Road and 300 lineal feet from the western boundary of the main boundary of those lands vested in the ownership of CenterPoint.

In addition to the rights of ingress and egress along Sonny Perdue Drive for a distance equal to the northern and southern boundaries of the lands owned by Chatham County abutting the same and the right to establish conditional curb cuts along the arterial, Chatham County as well as any future owners were granted the right and/or authority to connect to any utilities and water or sewer contained within the 100-foot strip of land (Sonny Perdue Boulevard) or contiguous thereto.

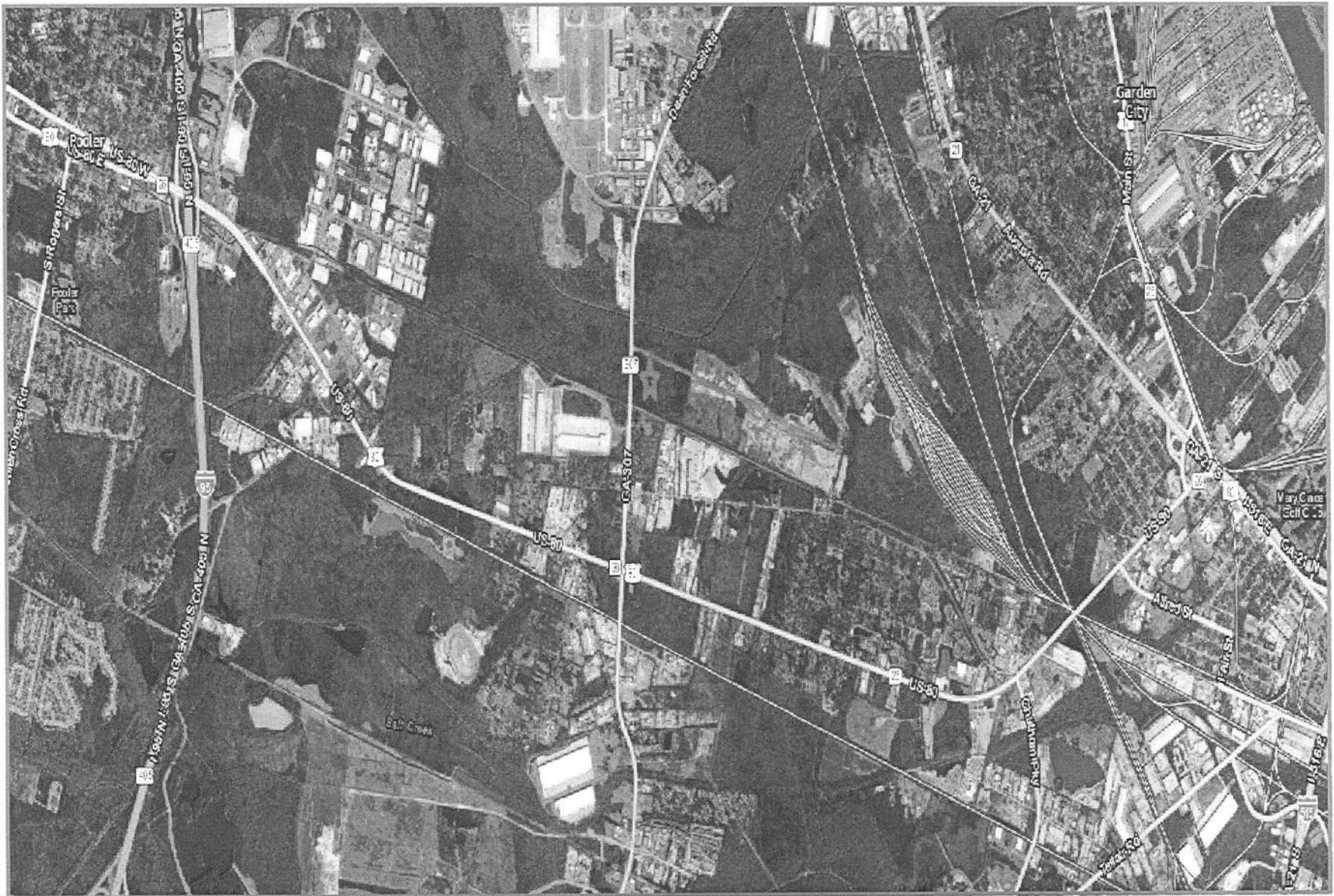
LOCATION MAPS



NEIGHBORHOOD STREET MAP

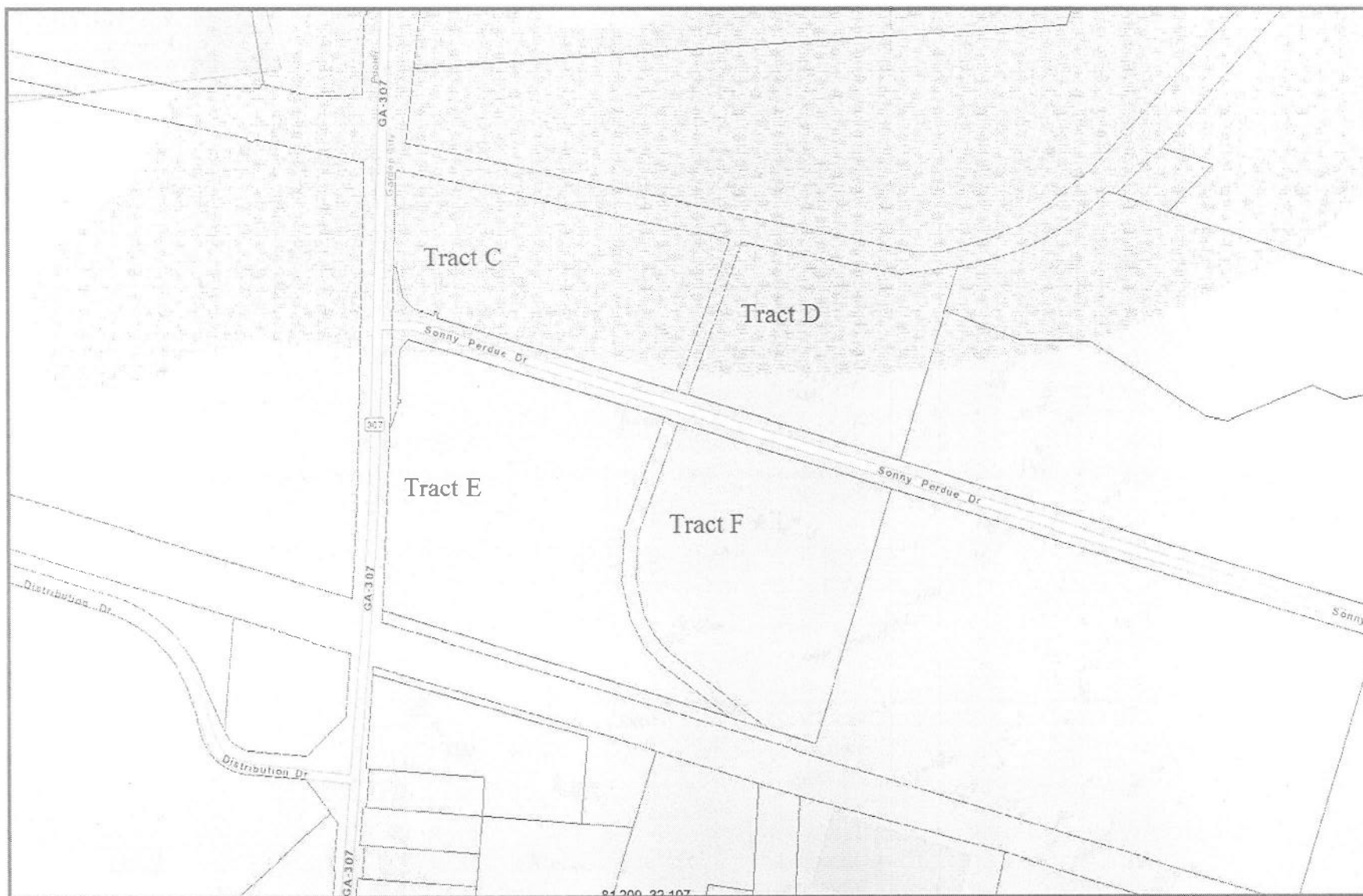


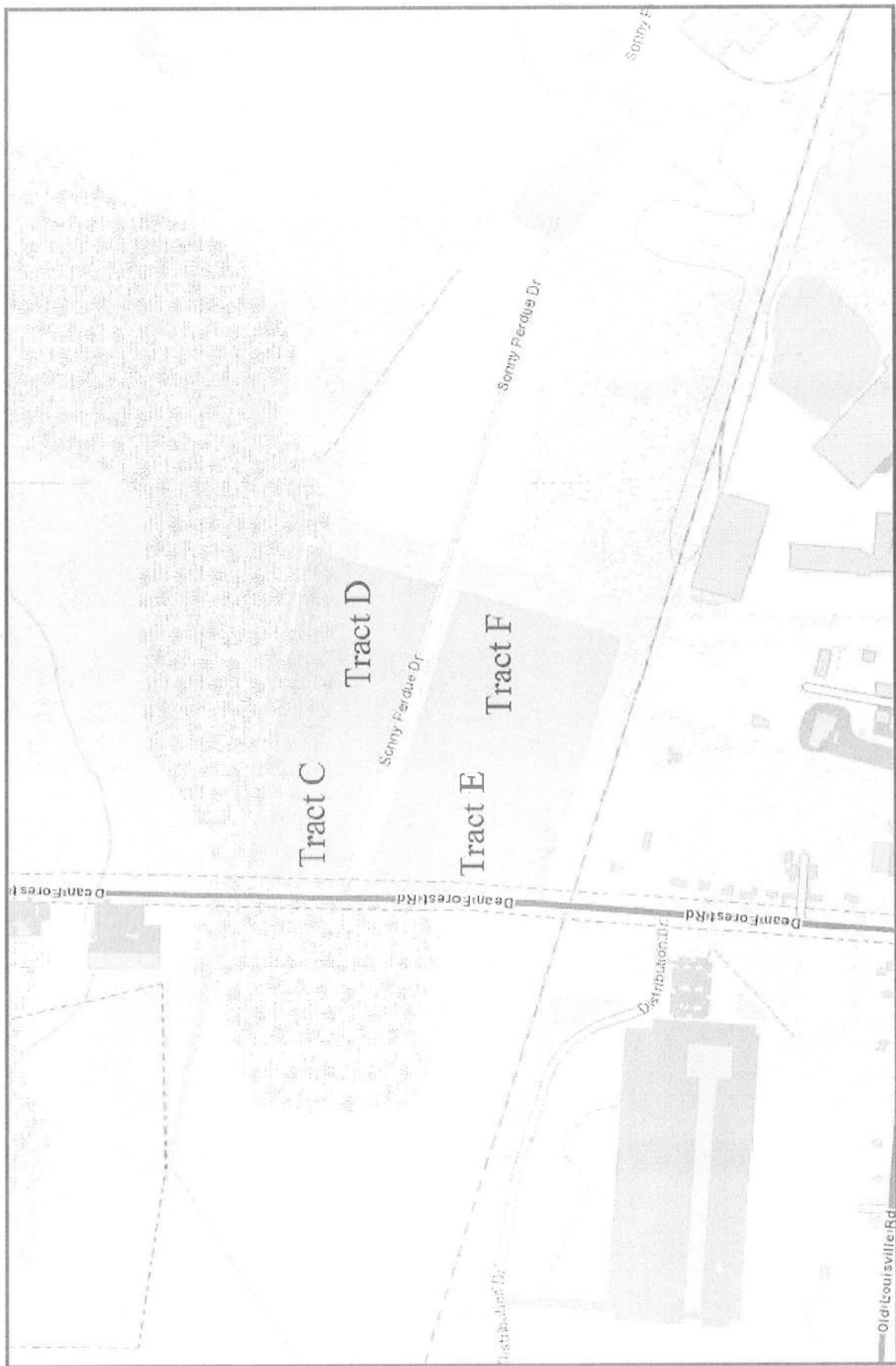
AREA AERIAL MAP



NEIGHBORHOOD AERIAL MAP

DIGITAL IMAGES





AERIAL PHOTOGRAPHS



NORTHERLY AERIAL VIEW



SOUTHERLY AERIAL VIEW



EASTERLY AERIAL VIEW



WESTERLY AERIAL VIEW

WETLANDS - JURISDICTIONAL MAP

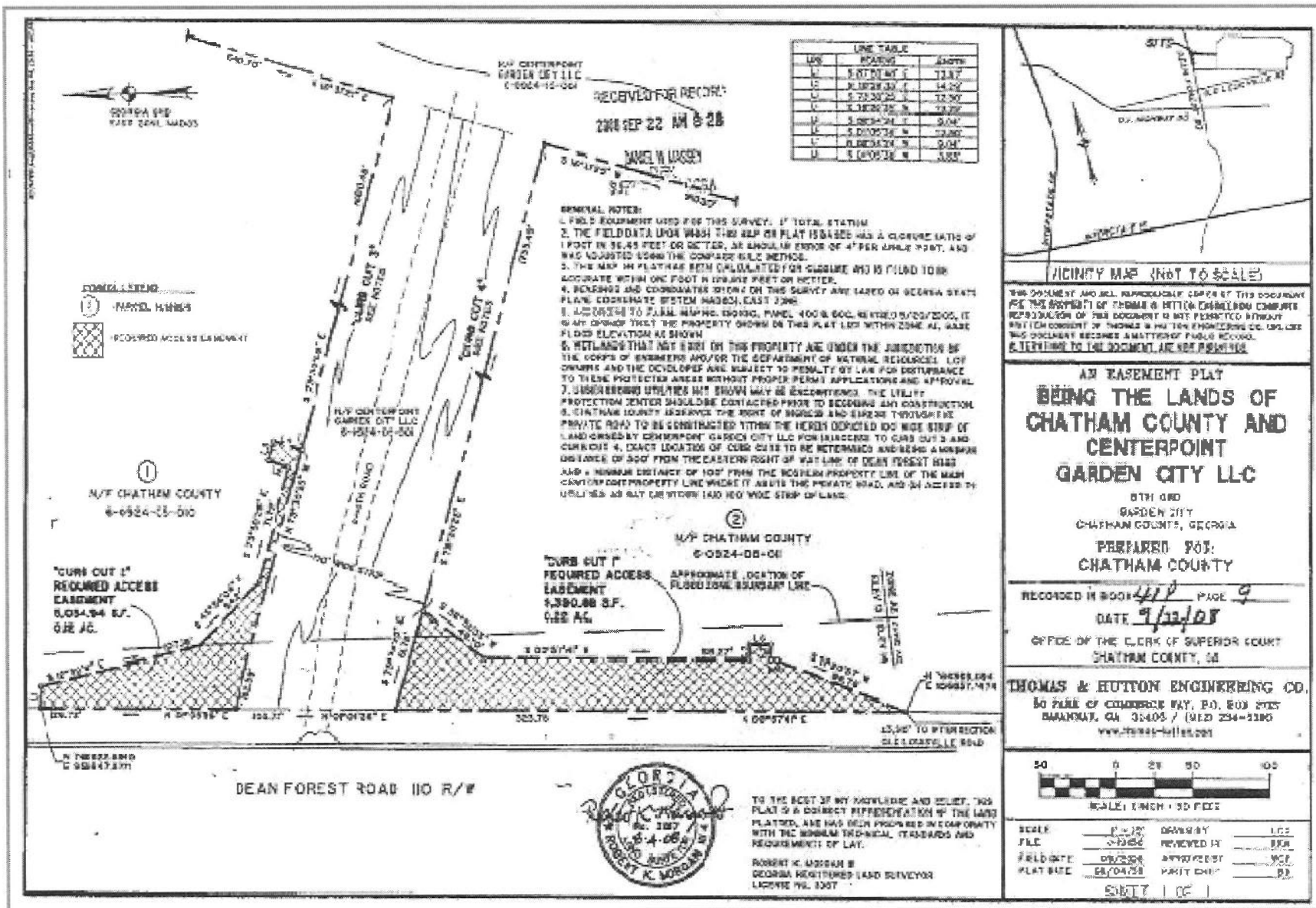


WATER & SANITARY LINES IN PROXIMITY

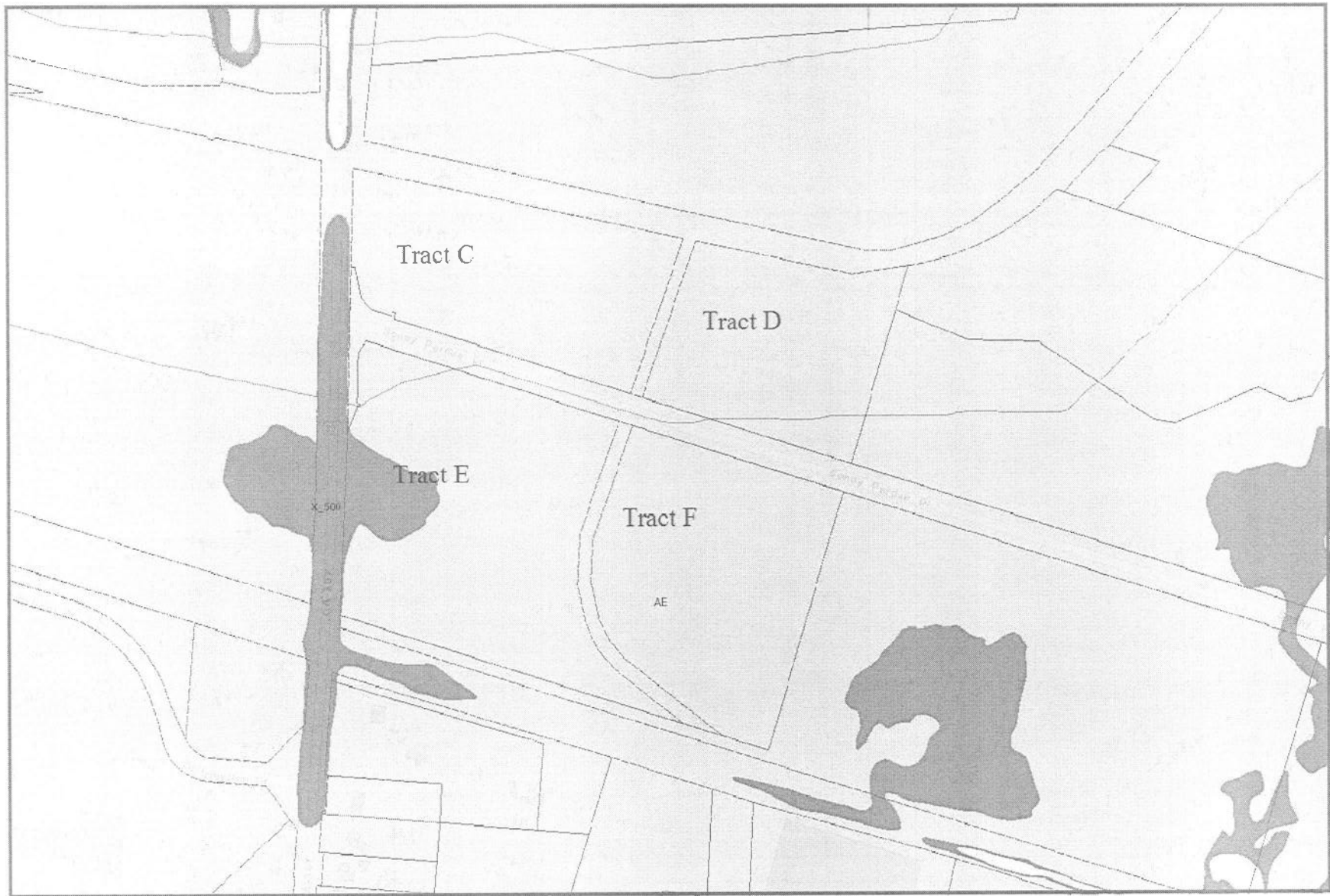
Water & Sanitary Lines In Proximity To County Property:
PINs: 6-0924 -05-013, 6-0924 -05-014, 6-0924 -05-015, 6-0924 -05-016; AKA Kahn Tract



EASEMENT PLAT



FLOOD MAP



AGREEMENT FOR EASEMENT AND USE
OF INGRESS, EGRESS AND UTILITIES
OF PRIVATE ROAD AND CURB CUT AGREEMENT

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RECEIVED FOR RECORD

2008 OCT -2 AM 11:21

AGREEMENT FOR EASEMENT AND USE OF INGRESS, EGRESS AND UTILITIES OF PRIVATE ROAD AND CURB CUT AGREEMENT

THIS EASEMENT AND CURB CUT AGREEMENT is entered into this 12th day of September, 2008 by and between CenterPoint Garden City, LLC ("Grantor") and Chatham County, a Political Subdivision of the State of Georgia ("Grantee").

WHEREAS, Grantee is the Owner of two tracts of land located on the northern side (PIN 6-0924-05-010) and southern side (PIN 6-0924-05-020) of a 100' strip of land owned by the Grantor herein; and

WHEREAS, the Grantor herein has acquired a 232.42 acre tract of land all of which is particularly described upon a plat prepared by Thomas & Hutton entitled "232.42 Being the Georgia Pacific Corporation Property in the 8th GMD, Garden City, Chatham County, Georgia prepared for CenterPoint Properties, recorded in Deed Book 41-P, Page 9 in the Office of the Clerk of Superior Court of Chatham County, Georgia" which is contiguous to and lies between two properties of the Grantee, Chatham County's property described above; and

WHEREAS, it is the desire of the Grantor to develop the 232.42 acre tract of land into a multiple phase of development and that the Grantor herein is in need to acquire from the Grantee two additional parcels of land being denoted as Curb Cut 1 and Curb Cut 2 upon a plat prepared by Thomas & Hutton and being more specifically described upon said plat and denoted herein as

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Easement Curb Cut 1 and 2 and;

WHEREAS, Chatham County, Grantee herein, is now the owner of the property contiguous to the northern and southern right-of-way line of said 100' wide strip of land to be used as a private right-of-way that has effectively cut off access from the County property to Dean Forest Road which, at some point in the future, the County may desire to use for public purposes or dispose of to third parties and will need access to said tracts of land off of the privately-owned right-of-way described as being 100' wide strip of land above; and,

WHEREAS, Grantor herein is in need of the property described as Curb Cuts 1 and 2 for improvements to the ingress and egress onto Dean Forrest Road; and,

WHEREAS, Chatham County, Grantee herein is in need of a curb cut on the northern right-of-way line and a curb cut on the southern right-of-way line of said private road being designated as 100' wide strip of land and the parties agreeing that the value of said lands are approximately the same; and,

WHEREAS, it is the desire of the Grantor herein by subsequent instrument and quitclaim deed to acquire all right, title and interest in the property denoted as Curb Cuts 1 and 2 and that in exchange and consideration of said conveyance, Grantor herein shall grant unto Chatham County, Grantee herein, and all its successors and assigns, the right of ingress and egress upon the private road for access to the northern and southern tracts now owned by Chatham County, the right to connect to any utilities, water and sewer contained in the 100' strip of land or contiguous

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thereto and grant unto Chatham County, Grantee herein, the right and entitlement to an 80-foot single curb cut on the northern right-of-way line of said private road and an 80-foot single curb cut along the southern right-of-way line of said private road, said curb cuts being denoted as Curb Cut Easement 3 and Curb Cut Easement 4 as will be more particularly defined herein; and,

WHEREAS, Chatham County, its successors and assigns, at the present time, does not know the exact need for said location of said curb cuts for future development and it is a desire of the Grantor and Grantee herein to establish the right and entitlement to a curb cut on the northern and southern right-of-way line of said private road in the said 100' wide strip of land as denoted in General Note 8 as shown upon plat prepared by Thomas & Hutton Engineering Co. Entitled "Being the Lands of Chatham County and CenterPoint, Garden City, LLC, 8th GMD, Garden City, Chatham County, Georgia dated August 4, 2008 and recorded in the Clerk of Superior Court land records Deed Book 41-P, Page 9 for which the County may exercise, at its sole discretion, upon consent of the Grantor herein, such consent not being unreasonably withheld, a determination as to the exact location of said curb cut along the northern and southern right-of-way line as the location to be determined in accordance with the above referenced plat General Note 8.

WHEREAS, should said private road at a point in the future become a public road as dedicated to a municipality or political subdivision, this document shall survive the action of the municipality to accept said road for maintenance and repair.

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NOW THEREFORE, for One Dollar (\$1.00) and other valuable consideration and in exchange of the County's conveyance of property identified herein as Curb Cut Easement 1 and Curb Cut Easement 2 to be conveyed by separate instrument unto Grantor herein and in exchange for said conveyance, the Grantor herein does grant unto the Grantee herein an easement of ingress and egress the right of connection to utilities, together with a curb cut, along the northern and southern right-of-way lines as is more particularly described in Easement Curb Cut 3 and Easement Curb Cut 4 herein. Said easement granted herein shall bind any successors and assigns of the undersigned Grantor and shall enure to benefit of the Grantee, its successors-in-title of the Grantee, said easement, curb cuts in the agreement herein constitutes a covenant running with the title of land from the Grantor's successors and assigns for benefit of the Grantee, its successors and assigns and being more particularly described as follows:

CURB CUT 1: All that certain tract or parcel of land situate and lying in Chatham County, Georgia and being more particular described as Curb Cut 1 containing 9,390.88 square feet or .22 acres of land, the metes and bounds of which are more particularly shown by a plat prepared by Thomas & Hutton Engineering Co. entitled "Being the Lands of Chatham County and CenterPoint Garden City, LLC, 8th GMD, Chatham County, Georgia" dated August 4, 2008 and recorded in the Clerk of Superior Court in Plat Book 41-P, Page 9. Express reference being made to said plat better determining the metes bounds of said property herein contained.

CURB CUT 2: All that certain tract or parcel of land situate and lying in Chatham County, Georgia and being more particular described as Curb Cut 2 containing 5,054.94 square feet or .12 acres of land, the metes and bounds of which are more particularly shown by a plat prepared by Thomas & Hutton Engineering Co. entitled "Being the Lands of Chatham County and CenterPoint Garden City, LLC, 8th GMD, Chatham County, Georgia"

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dated August 4, 2008 and recorded in the Clerk of Superior Court in Plat Book 41-P, Page 9. Express reference being made to said plat better determining the metes bounds of said property herein contained.

CURB CUT 3: An easement and curb cut for the purposes of ingress and egress for public use and lying along the northern right-of-way line of a 100 foot wide private road and being a minimum of 80 feet in width and being located in the area 300 feet from the eastern right-of-way line of Dean Forest road and a minimum of 300 feet distance from the western property line of the main CenterPoint Property Line, the exact location of which shall be determined by Grantor. Express reference is hereby made to that certain plat prepared by Thomas & Hutton Engineering Co. entitled "Being the Lands of Chatham County and CenterPoint Garden City, LLC, 8th GMD, Chatham County, Georgia" dated August 4, 2008 and recorded in the Clerk of Superior Court in Plat Book 41-P, Page 9 and denoted as Curb Cut 3.

CURB CUT 4: For the purposes of ingress and egress for public use and lying along the southern right-of-way line of 100 foot wide private road and being a minimum of 80 feet in width and being located in an area along the southern right-of-way line a minimum distance of 300 feet from the eastern right-of-way line of Dean Forest Road and a minimum distance of the western property line of the main CenterPoint property the exact location of which shall be determined by Grantor. Express reference is hereby made to that certain plat prepared by Thomas & Hutton Engineering Co. entitled "Being the Lands of Chatham County and CenterPoint Garden City, LLC, 8th GMD, Chatham County, Georgia" dated August 4, 2008 and recorded in the Clerk of Superior Court in Plat Book 41-P, Page 9 and denoted as Curb Cut 4.

SO AGREED UPON the date and year written above.

CHATHAM COUNTY, GEORGIA, a Political
Subdivision of the State of Georgia

By:

Pete Liakakis
Chairman Pete Liakakis
Chatham County Commission

Attest:

Stacy E. Tillman
Stacy E. Tillman
Clerk of Commission


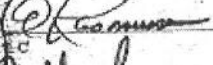
[SEAL]

Approved Feb. 8, 2008

BOOK 3456
PAGE 446

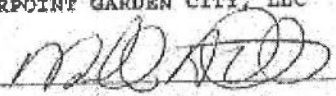

R. Jonathan Hart, County Attorney

Signed and Sealed before me
this 12th day of SEPTEMBER, 2008.



Frances Q. Rasmussen
Notary Public
Witness

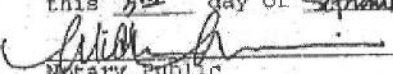
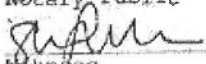
FRANCES Q. RASMUSSEN
Notary Public, Chatham County, GA
My Commission Expires June 12, 2012

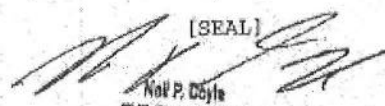
CENTERPOINT GARDEN CITY, LLC

By: 

Attest: Michael Tortorici
Vice President-Treasurer

Signed and Sealed before me
this 3rd day of September, 2008.


Notary Public

Witness


[SEAL]
Neil P. Boyle
EVP, Transportation
and Infrastructure Development

OFFICIAL SEAL
MICHELLE N. JACERINO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/14/11

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INVITATION TO BID FORM

INVITATION TO BID FORM

Dollar Amount of Bid (Minimum Bid Of \$750,000): \$ _____

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

SAMPLE PURCHASE AGREEMENT

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the _____ of _____, 2018, 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:

Parcel C

"All that parcel or tract of land, lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along said east existing right of way line which is a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to the POINT OF BEGINNING; thence, S 79° 12' 39" E a distance of 1159.93 feet to a point; thence, S 19° 30' 34" W a distance of 513.10 feet to a point; thence, N 73° 29' 38" W a distance of 861.39 feet to a point; thence, N 16° 30' 22" E a distance of 19.29 feet to a point; thence, N 73° 29' 38" W a distance of 12.50 feet to a point; thence, S 16° 30' 22" W a distance of 14.29 feet to a point; thence, N 73° 29' 38" W a distance of 71.72 feet to a point; thence, N 43° 55' 17" W a distance of 54.21 feet to a point located on said east existing right of way line; thence, N 12° 38' 27" W along said east existing right of way line a distance of 107.18 feet to a point; thence, N 87° 50' 01" W continuing along said east existing right of way line a distance of 7.14 feet to a point located on the east existing right of way line of Dean Forest Road; thence, N 01° 04' 45" E along said east existing right of way line a distance of 283.47 feet back to said POINT OF BEGINNING. Said area described consists of 11.29 acres and is labeled as Tract "C" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

Parcel D

“All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn Property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W, a chord length of 895.31 feet, a radius of 2814.78 feet and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W continuing a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line, S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, S 43° 55' 17" E a distance of 54.21 feet to a point; thence, S 73° 29' 35" E a distance of 71.72 feet to a point; thence, N 16° 30' 22" E a distance of 14.29 feet to a point; thence, S 73° 29' 38" E a distance of 12.50 feet to a point; thence, S 16° 30' 22" W a distance of 19.29 feet to a point; thence, S 73° 29' 38" E a distance of 861.39 feet to a point; thence, S 73° 29' 38" E a distance of 50.07 feet to the POINT OF BEGINNING; thence, N 19° 30' 34" E a distance of 518.15 feet to a point; thence, S 79° 12' 39" E a distance of 404.12 feet to a point; thence, southeasterly along a curved line with a chord bearing of S 88° 44' 46" E a chord length of 352.53 feet, a radius of 1080.00 feet, an arc length of 354.17 feet to a point; thence, S 16° 32' 12" W a distance of 650.43 feet to a point; thence, N 73° 29' 38" W a distance of 769.02 feet back to said POINT OF BEGINNING. Said area described consists of 9.67 acres and is labeled as Tract "D" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia.”

Parcel E

“All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet, and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east

existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, S 03° 23' 16" W continuing along said east existing right of way line a distance of 182.16 feet to the POINT OF BEGINNING; thence, N 36° 53' 20" E a distance of 48.70 feet to a point; thence, S 73° 29' 38" E a distance of 929.21 feet to a point; thence, S 19° 30' 34" W a distance of 405.57 feet to a point; thence, southeasterly along a curved line with a chord bearing of S 02° 42' 28" W a chord length of 189.07 feet, a radius of 291.14 feet, and an arc distance of 171.54 feet to a point; thence, S 12° 43' 25" E a distance of 138.40 feet to a point; thence, S 27° 20' 45" E a distance of 96.42 feet to a point; thence, S 42° 48' 04" E a distance of 87.17 feet to a point; thence, S 53° 02' 26" E a distance of 303.32 feet to a point; thence, N 73° 29' 38" W a distance of 1261.62 feet to a point located on the east existing right of way line of Dean Forest Road; thence, N 04° 04' 58" E along said east existing right of way line a distance of 31.95 feet to a point; thence, northwesterly along a curved line with a chord bearing of N 02° 34' 52" E a chord length of 304.52 feet, a radius of 5809.37 feet, and an arc distance of 304.55 feet to a point; thence, N 01° 04' 45" E continuing along said east existing right of way line a distance of 282.16 feet to a point; thence, N 21° 21' 44" E continuing along said east existing right of way line a distance of 88.03 feet to a point; thence, N 01° 06' 23" E continuing along said east existing right of way line a distance of 3.83 feet to a point; thence, S 88° 53' 37" E continuing along said east existing right of way line a distance of 9.04 feet to a point; thence, N 01° 06' 23" E continuing along said east existing right of way line a distance of 12.50 feet to a point; thence, N 88° 53' 37" W continuing along said east existing right of way line a distance of 9.04 feet to a point; thence, N 00° 58' 28" E along said east existing right of way line a distance of 188.27 feet back to said POINT OF BEGINNING. Said area described consists of 19.17 acres and is labeled as Tract "E" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

Parcel F

"All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet, and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line S 01° 04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line, S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, continuing along said east existing right of way line, S 03° 23' 16" W a distance of 182.16 feet to a point; thence, continuing along said east existing right of way line, N 36° 53' 20" E a distance of 48.70 feet to a point; thence, S 73° 29' 38" E a distance of 929.21 feet to a point; thence, S 73° 29' 38" E a distance of 50.07 feet to the POINT OF BEGINNING; thence, S 73° 29' 38" E a distance of 774.22 feet to a point; thence, S 16° 32' 12" W a distance of 910.00 feet to a point; thence, N 73° 29' 38" W a distance of 168.11 feet to a point; thence, N 53° 02' 26" W a distance of 432.90 feet to

a point; thence, N 42° 48' 04" W a distance of 75.90 feet to a point; thence, N27° 20' 45" W a distance of 83.22 feet to a point; thence, N 12° 43' 25" W a distance of 131.99 feet to a point; thence, northeasterly along a curved line with a chord bearing of N 02°34' 24" E a distance of 141.31 feet, with an arc distance of 143.41 feet, and a radius of 241.15 feet to a point; thence, N 19° 30' 34" E a distance of 408.20 feet back to said POINT OF BEGINNING. Said area described consists of 14.49 acres and is labeled as Tract "F" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

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 10% of the Purchase Price, as a non refundable 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 March 23, 2018. 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 _____, 2018.

WITNESS HAND AND SEAL OF THE UNDERSIGNED,

Executed in the presence of: _____
(Purchaser)

By: _____

ATTEST:

Board of Commissioners of
Chatham County
(Seller)

By: _____

ATTEST:



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 12/07/2017

Contract No. 11106

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")

and

County of Chatham, GA ("Customer")

418 N. Fair Oaks Ave. #301
 Pasadena, CA 91103
 Fax: (626) 628-3232
 Sales Contact:
 Jason Portt

124 Bull Street Suite 220
 Savannah, GA 31412
 Phone: (912) 652-7909
 Principal Contact and Master Access Holder:
 Vicki Center, Grants Accountant

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and Services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

GN: Recurring Annual Subscription Fee	Description	Units	Avg Unit Price	Total Price
Grants Network: Pre/Post-Award Standard License - 26-50	GN: Pre/Post-Award Grant Management	30	\$1,520.00	\$45,600.00
	GN: Recurring Annual Subscription Fee Sub-Total			\$45,600.00
	Incentive Discount			(\$17,137.00)
	TOTAL PRICE			\$28,463.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 12/08/2020. Payment is due net 30 days from invoice date.

Cycle 1: 12/09/2017 through 12/08/2018 for a price of \$28,463.00

Cycle 2: 12/09/2018 through 12/08/2019 for a price of \$28,463.00

Cycle 3: 12/09/2019 through 12/08/2020 for a price of \$28,463.00

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: December 8, 2017.

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

Accepted By:

County of Chatham, GA

Accepted By:

eCivis, Inc.

By: 

(Authorized Signature)

Name: Nick Baley

(type or print)

Title: Director, Information and Communications Services

Date: December 7, 2017

By: 

(Authorized Signature)

Name: James Ha

(type or print)

Title: CEO

Date: 12/07/2017

☐ Send invoice to (if different than address above): 222 West Oglethorpe Avenue, Suite 273, Savannah, Georgia 31401

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on July 31, 2015. It is effective between You and Us as of the date of You accepting this Agreement.

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1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM products and Professional Services.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

3.5. Third Party Data. We do not own data or files submitted to Grants Network by third parties. You assume all risks that may occur from downloading third-party data or files.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result, You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. Peer Review Services. Should this Agreement include Peer Review services, upon mutual agreement by Us and You, Peer Review services may be exchanged with "customized services" of equivalent value, if such Services are available at the time of request. Such "customized services" may include, but not limited to, customized funding searches, consulting, coaching, and training.

4.5. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this Agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. **Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. **Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. **Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. **Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. **Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. **Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.**

12. GENERAL PROVISIONS

12.1. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4. **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. **Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. **Entire Agreement.** This Agreement, including all exhibits and addenda hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]

LEGAL NOTICE

LEGAL NOTICE

CC NO. 167037

Invitation to Bid

Sealed Bids will be received until 11:00 A.M. on FEBRUARY 13, 2018 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 : 18-0004-4 PROPERTY SALE OF PARCEL C, PARCEL D, PARCEL E, AND PARCEL F LOCATED AT THE INTERSECTION OF GA. STATE HIGHWAY 307 AND SONNY PERDUE DRIVE, GARDEN CITY, GEORGIA

Parcel C

“All that parcel or tract of land, lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along said east existing right of way line which is a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to the POINT OF BEGINNING; thence, S 79° 12' 39" E a distance of 1159.93 feet to a point; thence, S 19° 30' 34" W a distance of 513.10 feet to a point; thence, N 73° 29' 38" W a distance of 861.39 feet to a point; thence, N 16° 30' 22" E a distance of 19.29 feet to a point; thence, N 73° 29' 38" W a distance of 12.50 feet to a point; thence, S 16° 30' 22" W a distance of 14.29 feet to a point; thence, N 73° 29' 38" W a distance of 71.72 feet to a point; thence, N 43° 55' 17" W a distance of 54.21 feet to a point located on said east existing right of way line; thence, N 12° 38' 27" W along said east existing right of way line a distance of 107.18 feet to a point; thence, N 87° 50' 01" W continuing along said east existing right of way line a distance of 7.14 feet to a point located on the east existing right of way line of Dean Forest Road; thence, N 01° 04' 45" E along said east existing right of way line a distance of 283.47 feet back to said POINT OF BEGINNING. Said area described consists of 11.29 acres and is labeled as Tract "C" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia.”

Parcel D

“All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn Property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W, a chord length of 895.31 feet, a radius of 2814.78 feet and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W continuing a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line, S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, S 43° 55' 17" E a distance of 54.21 feet to a point; thence, S 73° 29' 35" E a distance of 71.72 feet to a point; thence, N 16° 30' 22" E a distance of 14.29 feet to a point; thence, S 73° 29' 38" E a distance of 12.50 feet to a point; thence, S 16° 30' 22" W a distance of 19.29 feet to a point; thence, S 73° 29' 38" E a distance of 861.39 feet to a point; thence, S 73° 29' 38" E a distance of 50.07 feet to the POINT OF BEGINNING; thence, N 19° 30' 34" E a distance of 518.15 feet to a point; thence, S 79° 12' 39" E a distance of 404.12 feet to a point; thence, southeasterly along a curved line with a chord bearing of S 88° 44' 46" E a chord length of 352.53 feet, a radius of 1080.00 feet, an arc length of 354.17 feet to a point; thence, S 16° 32' 12" W a distance of 650.43 feet to a point; thence, N 73° 29' 38" W a distance of 769.02 feet back to said POINT OF BEGINNING. Said area described consists of 9.67 acres and is labeled as Tract "D" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia.”

Parcel E

“All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W a chord

length of 895.31 feet, a radius of 2814.78 feet, and an arc distance of 899.13 feet to a point; thence, continuing along said east existing right of way line, S 01°04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, S 03° 23' 16" W continuing along said east existing right of way line a distance of 182.16 feet to the POINT OF BEGINNING; thence, N 36° 53' 20" E a distance of 48.70 feet to a point; thence, S 73° 29' 38" E a distance of 929.21 feet to a point; thence, S 19° 30' 34" W a distance of 405.57 feet to a point; thence, southeasterly along a curved line with a chord bearing of S 02° 42' 28" W a chord length of 189.07 feet, a radius of 291.14 feet, and an arc distance of 171.54 feet to a point; thence, S 12°43' 25" E a distance of 138.40 feet to a point; thence, S 27° 20' 45" E a distance of 96.42 feet to a point; thence, S 42°48' 04" E a distance of 87.17 feet to a point; thence, S 53° 02' 26" E a distance of 303.32 feet to a point; thence, N 73° 29' 38" W a distance of 1261.62 feet to a point located on the east existing right of way line of Dean Forest Road; thence, N 04° 04' 58" E along said east existing right of way line a distance of 31.95 feet to a point; thence, northwesterly along a curved line with a chord bearing of N 02° 34' 52" E a chord length of 304.52 feet, a radius of 5809.37 feet, and an arc distance of 304.55 feet to a point; thence, N 01° 04' 45" E continuing along said east existing right of way line a distance of 282.16 feet to a point; thence, N 21° 21' 44" E continuing along said east existing right of way line a distance of 88.03 feet to a point; thence, N 01° 06' 23" E continuing along said east existing right of way line a distance of 3.83 feet to a point; thence, S 88° 53' 37" E continuing along said east existing right of way line a distance of 9.04 feet to a point; thence, N 01° 06' 23" E continuing along said east existing right of way line a distance of 12.50 feet to a point; thence, N 88°53' 37" W continuing along said east existing right of way line a distance of 9.04 feet to a point; thence, N 00° 58' 28" E along said east existing right of way line a distance of 188.27 feet back to said POINT OF BEGINNING. Said area described consists of 19.17 acres and is labeled as Tract "E" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

Parcel F

"All that parcel or tract of land lying and being in the Eighth Georgia Militia District of Chatham County, Georgia, being a portion of the former Solomon Kahn property and being more particularly described as follows:

To find the Point of Beginning, COMMENCE at a point having grid coordinates on the Georgia State Plane Coordinate System, East Zone, based on the 1983 North American Datum (NAD' 83) with a northing of 769119.83' and an easting of 957026.653', said point being also located on the east existing right of way line of Dean Forest Road, a/k/a SR 307; thence, southwesterly along a curved line with a chord bearing of S 10° 10' 22" W a chord length of 895.31 feet, a radius of 2814.78 feet, and an arc distance of 899.13 feet to a point;

thence, continuing along said east existing right of way line S 01°04' 45" W a distance of 460.78 feet to a point; thence, continuing along said east existing right of way line, S 88° 55' 15" E a distance of 10.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 141.00 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 228.02 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 81.16 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 40.58 feet to a point; thence, continuing along said east existing right of way line, S 01° 04' 45" W a distance of 283.47 feet to a point; thence, continuing along said east existing right of way line, S 87° 50' 01" E a distance of 7.14 feet to a point; thence, continuing along said east existing right of way line, S 12° 38' 27" E a distance of 107.18 feet to a point; thence, continuing along said east existing right of way line, S 03° 23' 16" W a distance of 182.16 feet to a point; thence, continuing along said east existing right of way line, N 36° 53' 20" E a distance of 48.70 feet to a point; thence, S 73° 29' 38" E a distance of 929.21 feet to a point; thence, S 73° 29' 38" E a distance of 50.07 feet to the POINT OF BEGINNING; thence, S 73° 29' 38" E a distance of 774.22 feet to a point; thence, S 16° 32' 12" W a distance of 910.00 feet to a point; thence, N 73° 29' 38" W a distance of 168.11 feet to a point; thence, N 53° 02' 26" W a distance of 432.90 feet to a point; thence, N 42° 48' 04" W a distance of 75.90 feet to a point; thence, N27° 20' 45" W a distance of 83.22 feet to a point; thence, N 12° 43' 25" W a distance of 131.99 feet to a point; thence, northeasterly along a curved line with a chord bearing of N 02°34' 24" E a distance of 141.31 feet, with an arc distance of 143.41 feet, and a radius of 241.15 feet to a point; thence, N 19° 30' 34" E a distance of 408.20 feet back to said POINT OF BEGINNING. Said area described consists of 14.49 acres and is labeled as Tract "F" on the plat prepared by James M. Anderson, Georgia RLS No. 2113, for Chatham County dated February 16, 2010 recorded at PRB 44-P, Page 58 in the office of the Clerk of Superior Court, Chatham County, Georgia."

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

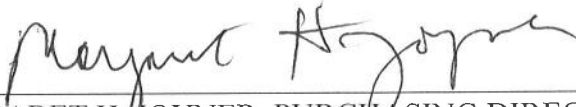
Chatham County holds marketable title to the property. The property will be disposed of by auction through a sealed bid process to the highest bidder at a minimum bid of \$1,475,000. Conditions: 1) Sale will be in "as-is" condition. 2) The highest bidder will be required to pay 10% of the sales amount within three days (non refundable) and sign a purchase agreement, which can be viewed prior to the sale in the Purchasing 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 Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia on an approved bid form.

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

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: Jan. 22, 2018

Please send affidavit to:

Chatham County Purchasing & Contracting Department

1117 Eisenhower Drive, Suite C

Savannah, Georgia 31406

(912) 790-1622