

INVITATION TO BID

**BID NO. 19-0038-4**

**PROPERTY SALE OF LOT 1-A LOCATED AT 1101 BRADLEY BOULEVARD IN  
UNINCORPORATED CHATHAM COUNTY, GEORGIA**

**PUBLIC BID OPENING: 11:00 AM, MAY 3, 2019**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER CHESTER A. ELLIS

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 DIRECTOR  
1117 EISENHOWER DRIVE - SUITE C  
SAVANNAH, GEORGIA 31406  
(912) 790-1622

**Date: March 28, 2019**

**BID NO. 19-0038-4**

**GENERAL INFORMATION FOR INVITATION FOR BID**

This is an invitation to submit a bid to purchase surplus property from Chatham County 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, MAY 3, 2019, 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 Agent on or before the time and date specified above.
  1. **Mailing Address: Chatham County Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**
  2. **Hand Delivery: Purchasing Director, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

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

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

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

- b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
- c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

1.5 N/A:

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

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

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

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

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

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

BY \_\_\_\_\_  
SIGNATURE

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

**DESCRIPTION FOR:**

**BID NO. 19-0038-4**

**SURPLUS PROPERTY SALE OF LOT 1- A , LOCATED AT 1101 BRADLEY  
BOULEVARD IN UNINCORPORATED CHATHAM COUNTY, GEORGIA**

The subject of this offering is Lot 1-A, located at 1101 Bradley Boulevard in Unincorporated Chatham County, Georgia. See attached documents for details.

ON BEHALF OF CHATHAM COUNTY  
AN OFFERING OF LOT 1-A (1101 BRADLEY BOULEVARD)  
LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION  
FORMED BY BRADLEY BOULEVARD AND U.S. HIGHWAY 17  
UNINCORPORATED CHATHAM COUNTY, GEORGIA 31419



AS OF APRIL 2019  
BY  
WHITLEY AND ASSOCIATES, INC.  
800 COMMERCIAL COURT, SUITE TWO  
SAVANNAH, CHATHAM COUNTY, GEORGIA 31406

## OFFERING DISCLAIMER

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

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

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

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



### SUMMARY OF OFFERING

Property Description: The subject of this offering is an approximate 3.613 acre parcel located at the southeast corner of the intersection formed by Bradley Boulevard and U.S. Highway 17

Offering : **Sale is scheduled to follow the “Seal Bid Process” as provided by Georgia Law (O.C.G.A. 36-9-3 Act 363, SB 397). All Bids are required to be submitted as of May 3, 2019, 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 \$700,000.00**

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 ARE BASED ON CONDITIONS BELIEVED TO EXIST AS OF APRIL 2018. THEREFORE, THE ESTIMATES AS CONTAINED HEREIN HAVE NOT BEEN FIELD VERIFIED, CONFIRMED BY THE OWNER, THE AGENT OF THE OWNER NOR BY THE U.S. ARMY CORPS OF ENGINEERS.**

**FOR THESE REASONS, 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.**

Descriptions, bid packages and further information are available on the County's website at [www.chathamcounty.org](http://www.chathamcounty.org), specifically <http://purchasing.chathamcounty.org> or on the internet at [www.chathamcounty.org](http://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 or by contacting Ben G. Whitley, Whitley & Associates, Inc. 800 Commercial Court, Suite 2, Savannah, Georgia 31406. Office: 912-355-9991; Mobile 912-661-3482 and E-Mail: [ben@whitleyandassociates.com](mailto:ben@whitleyandassociates.com) and also via [www.whitleyandassociates.com](http://www.whitleyandassociates.com) specific "header" reference "Chatham County" or the specific link <http://www.whitleyandassociates.com/Chatham-County> for detailed information including but not limited to:

1. The formal request for sealed bids.
2. A forum allowing for questions to be submitted by all interested parties.
3. Answers to any and all question submitted by all interested parties.
4. Dates and times in which the property will be made available for inspections.
5. Public information regarding the property.
6. Other related communication regarding the property.
7. The property offering memorandum.
8. The terms and conditions of the sale.
9. Addresses and contact points from where bid forms and other written materials regarding the sale may be obtained.
10. The date, time and place for the opening of the bids.

April 1, 2019

Re: Invitation To Bid

Property Address: According to the street numbering system for Unincorporated Chatham County, the property is located at 1101 Bradley Boulevard, Savannah, Georgia 31419. Also Referenced As Lot 1-A, A Minor Subdivision Of Lot 1 Of A Subdivision Of Parcel 2-B, Vallambrosa Plantation, 7<sup>th</sup> G.M. District, Chatham County, State Of Georgia Or Being Generally Located At The Southeast Corner Of The Intersection Formed By Bradley Boulevard And U.S. Highway 17. According To The Chatham County Board Of Assessor's, The Property Is Identified As Property Identification Number 1-1030-01-007.

### Lot 1-A

“All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and being known as Lot 1-A containing 3.613 acres as show upon a Plat prepared for Bradley Boulevard, LLC by Kern-Coleman & Company, LLC, dated June 21, 2010 and being shown on a Plat of A Minor Subdivision of Lot 1 Of A Subdivision Of Parcel 2-B, Vallambrosa Plantation, 7<sup>th</sup> G.M. District Chatham County, State Of Georgia As Lot 1-A. Express reference is hereby made to the Plat recorded in Subdivision Map Book 42-S; Folio 37 as maintained in the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said property being bounded as follows: On the North by Bradley Boulevard Right of Way, East by Lot 1-B said Subdivision, South by Wetlands or Marsh and west by U.S. Highway 17. This being the Western portion of Lot 1, 8.62 acres of a Minor Subdivision of Parcel 2-B Vallambrosa Plantation and showing more particularly on Subdivision Map Book 29-S; Folio 24 as maintained in the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia. More commonly known under the current street numbering system as 1101 Bradley Boulevard, Savannah, Georgia with a property identification number of 1-1030-01-007.

Subject; however, to all covenants, valid restrictions, taxes, easements and rights of way of record.

This being the same property conveyed by Quit Claim Deed dated July 17, 2007 from Jewett W. Tucker, Jr and Dominy Holdings, Inc. to Bradley Boulevard, LLC, as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Record Book 329-F; Folio 90.”

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 rejects all bids or cancel the proposed sale.
- ◆ 2.3 Public Notice shall be by publication in *The Savannah Morning News* at least 15 days before the sale. The legal notice shall include a legal description of the property.

- ◆ 2.4 Descriptions, bid packages and further information are available on the County's website at [www.chathamcounty.org](http://www.chathamcounty.org), specifically <http://purchasing.chathamcounty.org> or on the internet at [www.chathamcounty.org](http://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 or by contacting Ben G. Whitley, Whitley & Associates, Inc. 800 Commercial Court, Suite 2, Savannah, Georgia 31406. Office: 912-355-9991; Mobile 912-661-3482 and E-Mail: [ben@whitleyandassociates.com](mailto:ben@whitleyandassociates.com) and also via [www.whitleyandassociates.com](http://www.whitleyandassociates.com) specific "header" reference "Chatham County Surplus Assets" or the specific link <http://www.whitleyandassociates.com/Chatham-County>

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 \$700,000.
- ◆ 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% (refundable) as earnest monies of the sales amount within three (3) days of the sale date and upon full execution of a binding sales agreement, the prospective purchaser will be granted a forty-five (45) day due diligence period to determine at their own discretion if the property meets their needs relative to their specific intended use. The balance of the sales amount will be payable on or before thirty (30) days following the expiration of the due diligence period.
- ◆ 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% 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% 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.
- ◆ 3.6 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.
- ◆ 3.7 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, which is available as contained herein, or at the County's website at [www.chathamcounty.org](http://www.chathamcounty.org), specifically <http://purchasing.chathamcounty.org> or [www.chathamcounty.org](http://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 or by contacting Ben G. Whitley, Whitley & Associates, Inc. 800 Commercial Court, Suite 2, Savannah, Georgia 31406. Office: 912-355-9991; Mobile 912-661-3482 and E-Mail: [ben@whitleyandassociates.com](mailto:ben@whitleyandassociates.com) and also via [www.whitleyandassociates.com](http://www.whitleyandassociates.com) specific "header" reference "Chatham County" or the specific link <http://www.whitleyandassociates.com/Chatham-County>.

## PROPERTY DESCRIPTION

As previously stated, the subject of this offering consists of an approximate 3.613 acre site located at the intersection of Bradley Boulevard and U.S. Highway 17, Unincorporated, Chatham County, Georgia 31419. According To The Chatham County Board Of Assessor's, the property is identified as Property Identification Number 1-1030-01-007.

With reference to a plat of survey prepared by Kern & Coleman Company, LLC, dated July 21, 2010 and recorded in the records of Chatham County as Subdivision Map Book 42-S; Folio 37, it appears the northern boundary of this parcel fronts approximately 301.2 lineal feet along the southside of the eastbound lane of Bradley Boulevard, with an eastern boundary of approximating 461.18 lineal feet along the western boundary of Lot 1-B, a southern boundary approximating 325.15 lineal feet along the northern boundary of lands vested in the ownership of Bradley Boulevard, LLC and a western boundary approximating 543.24 lineal feet along the eastside of the northbound lane of U.S. highway 17.

Of the 3.613 acres, it is estimated that approximately 3.119 acres would be judged as highlands or uplands and the balance or an estimated 0.494 acre would be classified as jurisdictional. With reference to the aforementioned plat of survey, it appears as though a portion of the property approximating the southern boundary as well as at the southeast corner extending northerly along the eastern boundary is located with Flood Zone AE, it appears the balance is located within a X Zone designated as being within the 500-Year Flood.

With reference to third-party sources, it appears the property generally grades from north to south and within the approximate northern two-thirds of the property, elevations approximate 12 to 16 feet above MSL decreasing to approximately 8 feet or less within the southern one-third.

A 12-inch PVC water main exists along the eastside of the northbound lane of U.S. Highway 17 and along the southside of the eastbound lane of Bradley Boulevard and a 10-inch PVC sewer main exists along the northside of the westbound lane of Bradley Boulevard.

The property is zoned B-C (Community Business) by Chatham County.

### Zoning

Zoning Authority : Chatham County

Zoning Classification : Community Business (B-C).

Definition : The Zoning Definition for the Community Business (B-C) district is provided as follows.

As defined within the ***Chatham County Zoning Ordinance***: "The purpose of this district shall be to provide community shopping facilities consisting of a wide variety of sales and service facilities at locations that will be accessible to a market area containing from 35,000 to 70,000 people."

Permitted Uses

: Some specific permitted uses which might be reflective of highest and best use for B-C district include public uses, public utilities, churches or other places of worship, child care center, adult day care center, medical centers, hotels, motels, restaurants, speciality shops, automobile service stations, amusements or recreational activities, food and drug stores, personal service shops, clothing stores, home furnishings and hardware stores, banks and offices, medical, dental and optical offices and laboratories, automobile, boat and engine repair, upholstery and paint, shops, automobile and truck sales, retail automobile parts and tire sales, animal hospitals and veterinary clinics, retail sale of building, heating, plumbing, electrical, and related supplies and materials, self-storage and mini-warehouse as well as the conditional uses of cocktail lounges, nightclubs, taverns, package stores subject to Board Approval.

*It should be noted that the above uses may require additional conditions and provisions for compliance. All interested parties should consult with Chatham County regarding the permissibility of a specific use within the B-C zoning district.*

Real Estate Taxes

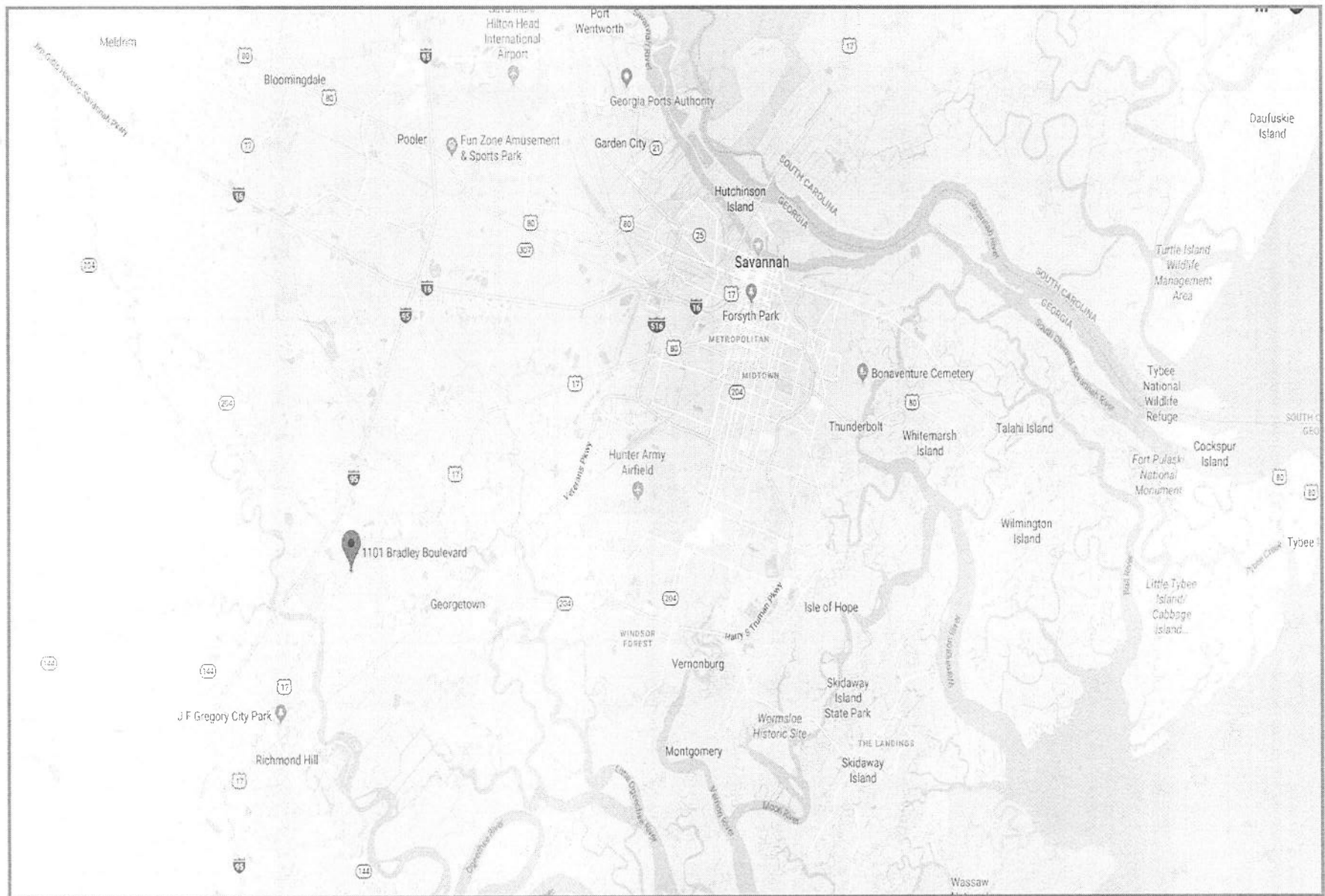
: Being vested in the ownership of Chatham County, the asset to be auctioned is not subject to ad valorem taxation by the Chatham County.

Upon a sale the “new” owner of the asset will be subject to taxation by Chatham County which assesses 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 \$700,000 would equate to the total taxable value which results in an assessed value of \$280,000 or 40% of the taxable value. Applying the 2017-18 millage rates for the Unincorporated Chatham County appears to suggest that the ad valorem tax liability might approximate \$10,250.00.

## LOCATION MAPS



NEIGHBORHOOD STREET MAP





AREA AERIAL MAP

DIGITAL IMAGE



## AERIAL PHOTOGRAPHS



NORTHERLY AERIAL VIEW



SOUTHERLY AERIAL VIEW



EASTERLY AERIAL VIEW



WESTERLY AERIAL VIEW



[illegible]

VALLEJOSA,  
PLANTATION

VICINITY MAP  
NOT TO SCALE

[illegible]

1. REVOLVING: ALL 2010  
 ESTIMATED VEHICLE DISCOUNT TOTAL STATION  
 AVERAGE ERROR PER "A" = 0.4%  
 ADJUSTED BY EDWARDS RULE  
 AVERAGE OF COUNTRIES: 1,700,000+  
 FIELD ERROR OF DISCOUNTS: 1/10,000

1. USED BOOK 310-2, PAGE 741  
2. 5/800MPOB 442 BOOK 27-5, PAGE 44  
3. 5/800MPOB 442 BOOK 29-5, PAGES 72-4  
4. 5/800MPOB 442 BOOK 30-5, PAGE 24

PORTIONS OF LOTS ADJACENT TO RETAINED  
WAY CONSTITUTE STABLED WATER FOLLOWING  
PERIODS OF HEAVY RAIN.

1. State Council's Order on the 1975-76

[illegible]

SHARDE BIRCHLEY WILSON, LIT  
MOE LIT

[illegible]

RECEIVED FOR LIBRARY  
JUN 12/15 A 11 50

Supernova 2002

DEPT. 21 WATER  
ALLIUMSUS CAP  
ELEVATION 14,500'  
MAYO RM

U.S. HIGHWAY 1  
280 R/W  
ACCESS EASEMENT  
30' BUILDING SETBACK

LOT 1-4  
3.613 ACRES  
1101 BRADLEY BL  
1-1030 -01-00

111 BRADLEY BLVD  
1-1030 -01-008

I CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMANCE WITH THE SURVEY STANDARDS AND REQUIREMENTS OF GEORGIA LAW AND IS SUITABLE FOR RECORDING.

THE UNIVERSITY OF CHICAGO  
404 SOUTH MICHIGAN AVE. CHICAGO, ILL. 60607

GRAPHIC SCALE: 1" = 10'

©2009 Kato-Column & Co. LLC. © 2010 This drawing and its specifications are property of its firm and may not be reproduced, published, or used in any way without the written permission of Kato-Column & Co. LLC.

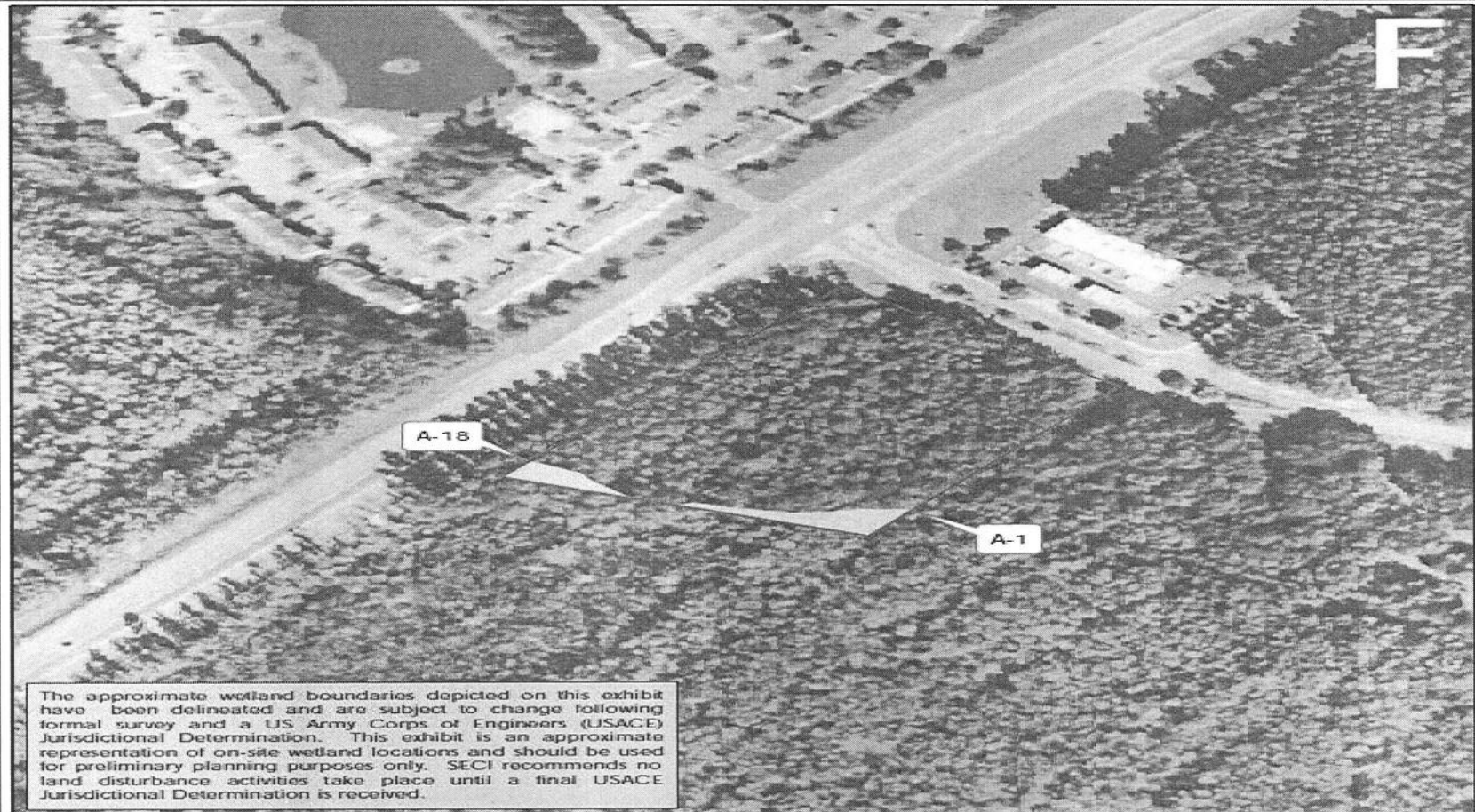
A MINOR SUBDIVISION OF LOT 1 OF  
A SUBDIVISION OF PARCEL 2-B,  
VALLAMBROSA PLANTATION, 7TH G.M. DISTRICT  
CHATHAM COUNTY, STATE OF GEORGIA  
PREPARED FOR: BRADLEY BLVD, LLC

**Kern-Coleman & Co., LLC**  
Consulting Engineers • Land Surveys • Land Planners  
Architects • Landscape Architects • Environmental Scientists  
9 Mail Center (214) 343-7700 • P.O. Box 15179 • San Antonio, Georgia 30146  
Telephone: (912) 364-6400 • Fax: (912) 364-3645 • E-mail: [info@kerncoleman.com](mailto:info@kerncoleman.com)

MINOR  
SUBDIVISION


1/1

# WETLANDS - JURISDICTIONAL MAP



The approximate wetland boundaries depicted on this exhibit have been delineated and are subject to change following formal survey and a US Army Corps of Engineers (USACE) Jurisdictional Determination. This exhibit is an approximate representation of on-site wetland locations and should be used for preliminary planning purposes only. SECI recommends no land disturbance activities take place until a final USACE Jurisdictional Determination is received.

 Property Boundary

 Wetland

slighenvironmental consultants, inc.  
31 Park of Commerce Way, Suite 200B  
Savannah, Georgia 31405  
phone (912) 232-0451  
fax (912) 232-0453

3.75 Acre Bradley Boulevard Parcel  
Wetland Delineation Exhibit  
Chatham County, Georgia

200

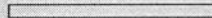
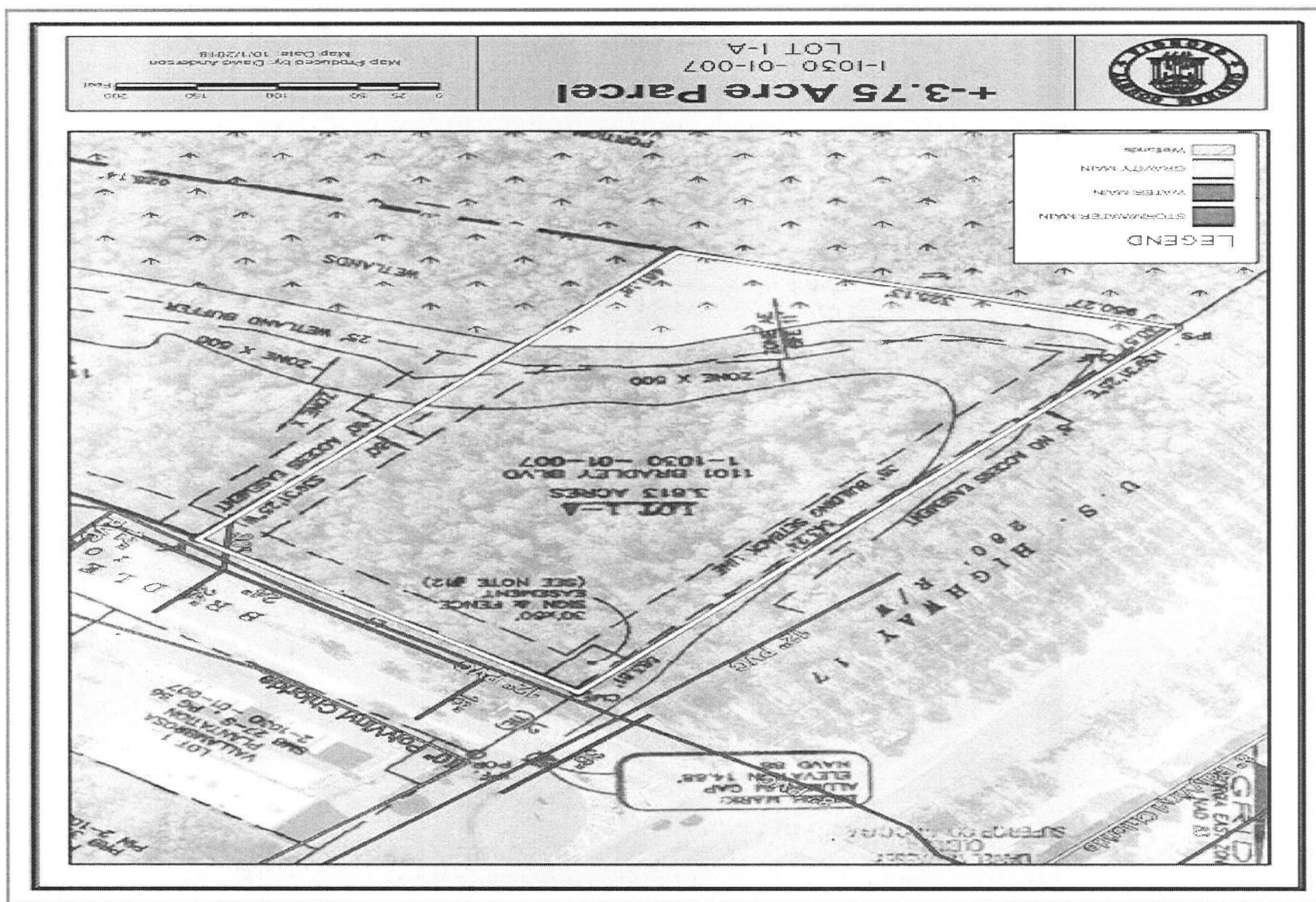
 Feet

Exhibit Date: April 23, 2018

Drawn By: JPW

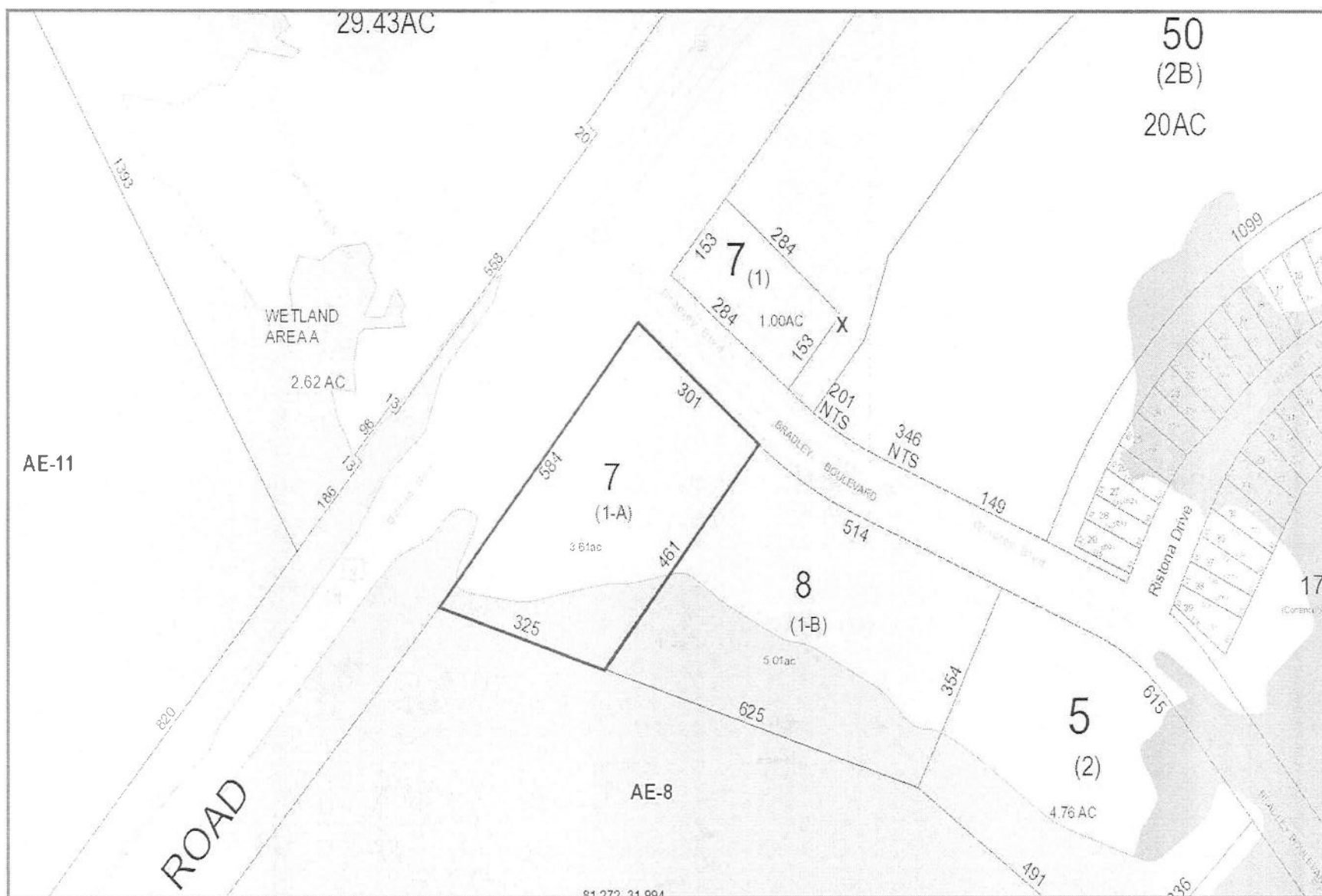
Reviewed By: SFS

Job Number : 01-18-033



WATER &amp; SANITARY LINES IN PROXIMITY

## 84 272 34 00/





**INVITATION TO BID FORM**



## INVITATION TO BID FORM

Dollar Amount of Bid (Minimum Bid Of \$700,000): \$ \_\_\_\_\_

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 \_\_\_\_\_, 2019, 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:

#### Lot 1-A

"All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and being known as Lot 1-A containing 3.613 acres as show upon a Plat prepared for Bradley Boulevard, LLC by Kern-Coleman & Company, LLC, dated June 21, 2010 and being shown on a Plat of A Minor Subdivision of Lot 1 Of A Subdivision Of Parcel 2-B, Vallambrosa Plantation, 7<sup>th</sup> G.M. District Chatham County, State Of Georgia As Lot 1-A. Express reference is hereby made to the Plat recorded in Subdivision Map Book 42-S; Folio 37 as maintained in the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said property being bounded as follows: On the North by Bradley Boulevard Right of Way, East by Lot 1-B said Subdivision, South by Wetlands or Marsh and west by U.S. Highway 17. This being the Western portion of Lot 1, 8.62 acres of a Minor Subdivision of Parcel 2-B Vallambrosa Plantation and showing more particularly on Subdivision Map Book 29-S; Folio 24 as maintained in the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia. More commonly known under the current street numbering system as 1101 Bradley Boulevard, Savannah, Georgia with a property identification number of 1-1030-01-007.

Subject; however, to all covenants, valid restrictions, taxes, easements and rights of way of record.

This being the same property conveyed by Quit Claim Deed dated July 17, 2007 from Jewett W. Tucker, Jr and Dominy Holdings, Inc. to Bradley Boulevard, LLC, as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Record Book 329-F; Folio 90."

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 refundable deposit of \$\_\_\_\_\_.

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

(D) Upon full execution of a binding contract, the prospective purchaser will be permitted a forty-five (45) day inspection to determine if the property meets the requirements for their intended use.

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 Following The Expiration of The Inspection Period. 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 \_\_\_\_\_, 2019.

WITNESS HAND AND SEAL OF THE UNDERSIGNED,

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

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

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

Board of Commissioners of  
Chatham County  
(Seller)

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

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

**LEGAL NOTICE**

**LEGAL NOTICE**

**CC 167487**

**PROPERTY SALE**

**Bid Number 19-0038-4**

**Sealed bids for the purchase of the following surplus real property will be received until 11:00 AM, MAY 3, 2019 in the Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA 31406.**

**Lot 1- A**

**“All that certain lot, tract or parcel of land situate, lying and being in Chatham County, Georgia, and being known as Lot 1-A containing 3.613 acres as show upon a Plat prepared for Bradley Boulevard, LLC by Kern-Coleman & Company, LLC, dated June 21, 2010 and being shown on a Plat of A Minor Subdivision of Lot 1 Of A Subdivision Of Parcel 2-B, Vallambrosa Plantation, 7<sup>th</sup> G.M. District Chatham County, State Of Georgia As Lot 1-A. Express reference is hereby made to the Plat recorded in Subdivision Map Book 42-S; Folio 37 as maintained in the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia. Said property being bounded as follows: On the North by Bradley Boulevard Right of Way, East by Lot 1-B said Subdivision, South by Wetlands or Marsh and west by U.S. Highway 17. This being the Western portion of Lot 1, 8.62 acres of a Minor Subdivision of Parcel 2-B Vallambrosa Plantation and showing more particularly on Subdivision Map Book 29-S; Folio 24 as maintained in the records of the Office of the Clerk of the Superior Court of Chatham County, Georgia. More commonly known under the current street numbering system as 1101 Bradley Boulevard, Savannah, Georgia with a property identification number of 1-1030-01-007.**

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

**This being the same property conveyed by Quit Claim Deed dated July 17, 2007 from Jewett W. Tucker, Jr and Dominy Holdings, Inc. To Bradley Boulevard, LLC, as recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Record Book 329-F; Folio 90.”**

**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 \$700,000.**

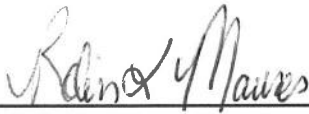


The Bid Package can be downloaded and printed from the County website  
<http://purchasing.chathamcounty.org> <http://www.chathamcounty.org>

For any additional questions regarding this bid, please contact Robert Marshall, Senior  
Procurement Specialist, at 912-790-1622 to [rmarshall@chathamcounty.org](mailto:rmarshall@chathamcounty.org)

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

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



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MARGARET H. JOYNER, PURCHASING DIRECTOR

*for* SAVANNAH NEWS/PRESS INSERT: APR. 3, 2019

Please send affidavit to:

Chatham County Purchasing & Contracting Department  
1117 Eisenhower Drive, Suite C  
Savannah, Georgia 31406  
(912) 790-1622