INVITATION TO BID

BID NO. 19-0123-4

PROPERTY SALE OF TRACT LOCATED WITHIN 2100-2200 BLOCKS OF SR 307 (DEAN FOREST ROAD)

PUBLIC BID OPENING: 11:00 AM, DECEMBER 13, 2019

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE
COMMISSIONER JAMES J. HOLMES
COMMISSIONER BOBBY LOCKETT
COMMISSIONER PATRICK J. FARRELL

COMMISSIONER TABITHA ODELL
COMMISSIONER JAMES "JAY" JONES
COMMISSIONER DEAN KICKLIGHTER
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: November 13, 2019 BID NO. 19-0123-4

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 <u>The Chatham County Citizens Service Center</u>, 1117 <u>Eisenhower Drive</u>, <u>Suite C</u>, <u>Savannah</u>, <u>Georgia 31406 up to 11:00 AM local time</u>, <u>DECEMBER 13, 2019</u>, at which time they will be <u>opened and publicly read</u>. The County reserves the right to reject <u>all</u> 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 <u>Code of Chatham County</u>, 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 <u>duplicate</u> 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.

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		
	SIGNATUR	RE
	Phone / Fax No's. / e-ma	il

BID NO. <u>19-0123-4</u>

DESCRIPTION FOR:

SURPLUS PROPERTY SALE OF TRACT LOCATED WITHIN 2100-2200 BLOCKS OF SR 307 (DEAN FOREST ROAD) LOCATED IN UNINCORPORATED CHATHAM COUNTY, GEORGIA

The subject of this offering is an approximate 72.81 acre land parcel located within the 2100-2200 blocks of Georgia State Highway 307 (Dean Forest Road) being just north of the intersection of Dean forest Road and Sonny Perdue Drive and south of the intersections of Dean Forest Road and Mikell Avenue and Product Support Road. The property is identified within the records of the Chatham County Board of Assessors Office as Property ID Number 6-0986-01-005. See attached documents for details.

ON BEHALF OF CHATHAM COUNTY AN OFFERING OF TRACT A "FORMERLY SOLOMAN KAHN PROPERTY" LOCATED WITHIN THE 2100 - 2200 BLOCK'S OF GEORGIA STATE HIGHWAY 307 (DEAN FOREST ROAD) GARDEN CITY, CHATHAM COUNTY, GEORGIA 31408



AS OF NOVEMBER 12, 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 they wish to proceed with an in-depth investigation of the subject property.

While the information contained herein is from sources deemed reliable, it has not been independently verified by the owner (Chatham County), the owner's agent (Whitley & Associates, Inc.) or any of its affiliates. Therefore, neither the owner, the owner's agent nor any of 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 72.81 acre land parcel located within the 2100 - 2200 block's of Georgia State

Highway 307 (Dean Forest Road) being just north of the intersection of Dean Forest Road and Sonny Perdue Drive and south of the intersections of Dean Forest Road, and Mikell Avenue and Product Support Road. The property is identified within

the records of the Chatham County Board of Assessors Office as Property Identification Number 6-0986-01-005.

Offering: The 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 December 13, 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 \$5,550,000.00

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 EXISTING CIRCA JULY 2018.

THE ESTIMATES AS CONTAINED HEREIN HAVE NOT BEEN FIELD VERIFIED OR CONFIRMED BY THE U.S. ARMY CORPS OF ENGINEERS.

IT IS STRONGLY URGED THAT ANY PARTY CONTEMPLATING PURCHASING THE PROPERTY THAT COMPRISES 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, specifically http://purchasing.chathamcounty.org or on the internet 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 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 and also via 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 blanks and other written materials regarding the sale may be obtained.
- 10. The date, time and place for the opening of the bids.

November 2019

Re: **Invitation To Bid**

Property Address: Tract A Being Generally Located Within The 2100 - 2200 block's Of Georgia State Highway 307 (Dean Forest Road) Being Just North Of The Intersection Of Dean Forest Road And Sonny Perdue Drive And South Of The Intersections Of Dean Forest Road and Mikell Avenue And Product Support Road. The Property Is Identified Within The Records Of The Chatham County Board of Assessors Office As Property Identification Number 6-0986-01-005.

The County is auctioning to the highest bidder it's ownership of Tract A being legally described as:

Tract A

Commencing at Point of Beginning known as "CONTROL POINT" with North American Datum of 1983 State Plane, Georgia East Coordinate in US Survey Feet with a Northing of 769119.803 and Easting of 957026.653, thence South 86° 02' 25" East a distance of 2,452.98' to a point, thence South 16° 01' 17" West a distance of 1,188.49' to a point, thence South 85° 41' 54" West a distance of 2,285.00' to a point, thence North 01°-04' 45" East a distance of 141.00' to a point, thence North 88°-55'-15" West a distance of 10.00' to a point, thence North 01°-04'- 45" East a distance of 460.78' to a point, thence along a curve to the right bearing North 10°-10'-22" East with a distance of 895.31' having a radius of 2814.78' and arc length of 899.13', back to the aforesaid Point of Beginning known as "CONTROL POINT". Said area described consists of 72.81 acres and is labeled as Tract "A" 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 any and all covenants, valid restrictions, taxes for the current year, easements and rights-of-way of record.

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

- ♦ 2.1 Sale will be to the highest responsible bidder.
- ♦ 2.2 Chatham County retains the right to reject all bids or cancel the proposed sale.
- 2.3 Public Notice shall be by publication in <u>The Savannah Morning News</u> 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 on the internet 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 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 and also via 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 \$5,550,000.
- ♦ 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 5% (refundable) as earnest monies of the sales (bid) amount within three (3) days of the full execution of a binding sales agreement. The prospective purchaser will be granted a one hundred and twenty (120) 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 5% 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 5% 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, specifically http://purchasing.chathamcounty.org or 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 and also via www.whitleyandassociates.com specific "header" reference "Chatham County" or the specific link http://www.whitleyandassociates.com/Chatham-County.

PROPERTY DESCRIPTION

Immediate Neighborhood

As previously stated, the subject of this offering consists of singular approximate 72.81 acre vacant land tract generally located within the 2100 - 2200 block's of Georgia State Highway 307 (Dean Forest Road) being just north of the intersection of Dean Forest Road and Sonny Perdue Drive and south of intersections of Dean Forest Road and Mikell Avenue and Product Support Road. This location is approximately 3.5 miles southeast of the Georgia Ports Authority Main Gate, 3.5 miles east of I-95 and 2.7 miles north of I-16. The property is identified with the records of the Chatham County Board of Assessors Office as Property Identification Number 6-0986-01-005.

The CenterPoint Intermodal Center is located adjacent and to the southeast 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.

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. Operated by the Georgia Ports Authority and specializing in breakbulk, containers, RoRo, heavy-lift and project cargo, the port comprises two modern, deepwater terminals: Ocean Terminal and Garden City Terminal. The port accepts deepwater 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.

A description of the tract is offered as follows.

Tract A

With reference a plat of survey prepared by James M. Anderson & Associates, Inc. dated February 16, 2010 and recorded in the records of Superior Court of Chatham County as Plat Record Book 44P; Folio 58, it appears Tract A approximates 72.81 acres fronting approximately 1,735.11 lineal feet (3.33/10 of a mile) along the eastside of the northbound lane of Georgia State Highway 307.

Of the 72.81 acres, it is estimated that approximately 52.42 acres would be judged as highlands or uplands and the balance or an estimated 20.39 acres would be classified as jurisdictional. Portions of the parcel are located within an area's determined to be within Flood Zones X and AE and the majority of the elevations appear to approximate from 10 feet above MSL within the upland areas to +- 5 feet in proximity to the southern boundary and southeastern corner with jurisdictional areas. Soils vary but appear to be a combination of Ogeechee Loamy Fine Sand, Wahee Sandy Loam or Cape Fear varieties.

The property is not currently available to municipal potable water or sanitary sewer; however, a 12" PVC water line traverses along Sonny Perdue Drive to the south and an 8" forced gravity main (sewer) line is located to the east of the aforementioned water line. In addition and to the east of the eastern boundary, 12", PVC water line traverses north - south and an 8" forced gravity main (sewer) line is located to northeast of the northeastern corner.

Zoning

Zoning Authority : City of Garden City

Zoning Classification : The property is duel zoned Light Industrial (I-1) and Heavy Industrial (I-2).

<u>Definition</u>: The Zoning Definition's for the Light Industrial (I-1) Heavy Industrial (I-2) districts' are provided as follows.

As defined within the *City of Garden City Zoning Ordinance*: "The purpose of the I-1 district is to create and protect areas for those industrial uses which do not create excessive noise, odors, smoke and dust, and which do not possess other objectionable characteristics which might be detrimental to the surrounding neighborhoods or to the other uses permitted in this district."

"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 both the I-1 and I-2 districts include Manufactured home park: I-1, Public uses: I-1, I-2, Public utilities:, I-1, I-2, Gas and electric regulator stations: I-1(B), I-2(B), Signs, incidental: I-1, I-2, Signs, principal use: I-1, I-2, Signs, separate use: I-1, I-2, Automobile service station, including automobile washeteria: I-1, Dry cleaning plants: I-1, I-2, Automobile parking lot: I-1, I-2, Medical, dental or optical laboratories: I-1, Freezer locker or ice storage: I-1, I-2, Automobile repair, automobile upholstery shops and paint shops: I-1, I-2, Repairing trucks, manufactured homes, recreational vehicles, and trailers: I-2, Pest control: I-1, I-2, Heavy truck (trucks weighing over one ton) and truck trailer sale dealerships: I-2, Retail automobile parts and tire stores: I-1, Recreational vehicle sales: I-2, Tire recapping: I-1, I-2, Prefabricated structures sales lot: I-1 and I-2, Electrical repair and similar activities: I-1, I-2, Glass sales and installation: I-1, Truck terminal: I-1, I-2, Truckstop: I-1, Building, heating, plumbing, electrical and related supplies and materials: I-1, I-2, Building, heating, plumbing or electrical contractors and related construction contractors: I-1, I-2, Storage yards: I-1, I-2, Wholesaling and warehousing: I-1, I-2, Self-storage miniwarehouse: I-1, I-2, Rental of tools, rental of equipment, tool sales, equipment sales and businesses of a similar nature: I-2(B), Removal or extraction of any natural material or deposit: I-1, I-2, Salvage yard and motor vehicle salvage yard: I-1, I-2, Metals salvage yard: I-2, Heavy industrial and heavy manufacturing: I-2, Container storage, container trailer storage yard or container repair

shop: I-2, Light machine shop: I-1, I-2, Heavy machine shop: I-1, I-2, Landfill (where permit is required by state department of natural resources): I-2 and Recycling collection center: I-2.

It should be noted that the above uses may require additional conditions and provisions for compliance and site plan approval. All interested parties should consult with The City Of Garden City regarding the permissibility of a specific use within either the I-1 or I-2 zoning district.

Real Estate Taxes

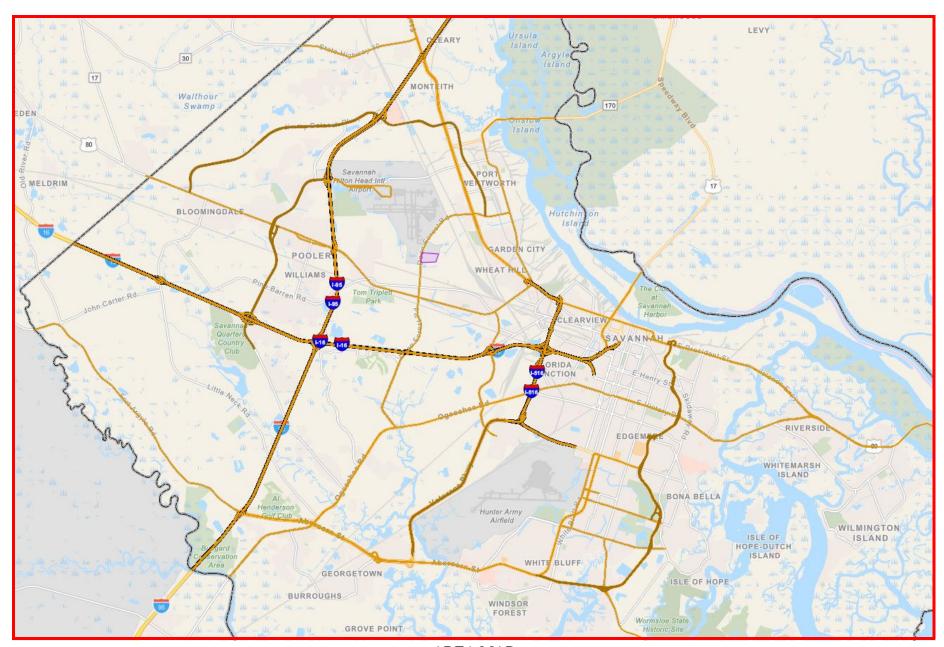
Being vested in the ownership of Chatham County, the asset to be auctioned is not subject to ad valorem taxation by the City of Garden City or Chatham County.

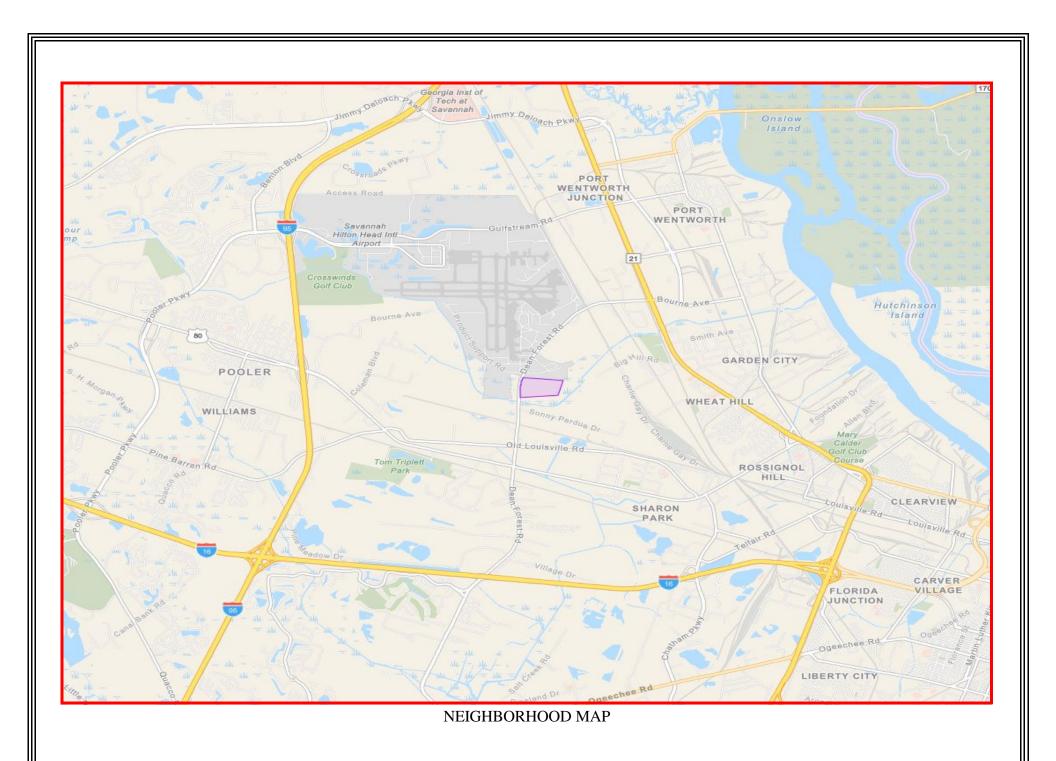
Upon a sale the "new" owner of the asset will be subject to taxation by the City of Garden City and Chatham County which assess all properties within its jurisdiction at 40% of the appraised value as established by the Chatham County tax assessor's office. It should be noted that all property within 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, it is not subject to ad valorem taxation. For the purpose of estimating the ad valorem tax liability, assuming a total taxable value of \$5,500,000 which results in an assessed value of \$1,500,000 or 40% of the taxable value suggests upon application of the 2019 applicable millage rates for the City Of Garden City and Chatham County, the ad valorem tax liability might approximate \$78,500.

LOCATION MAPS

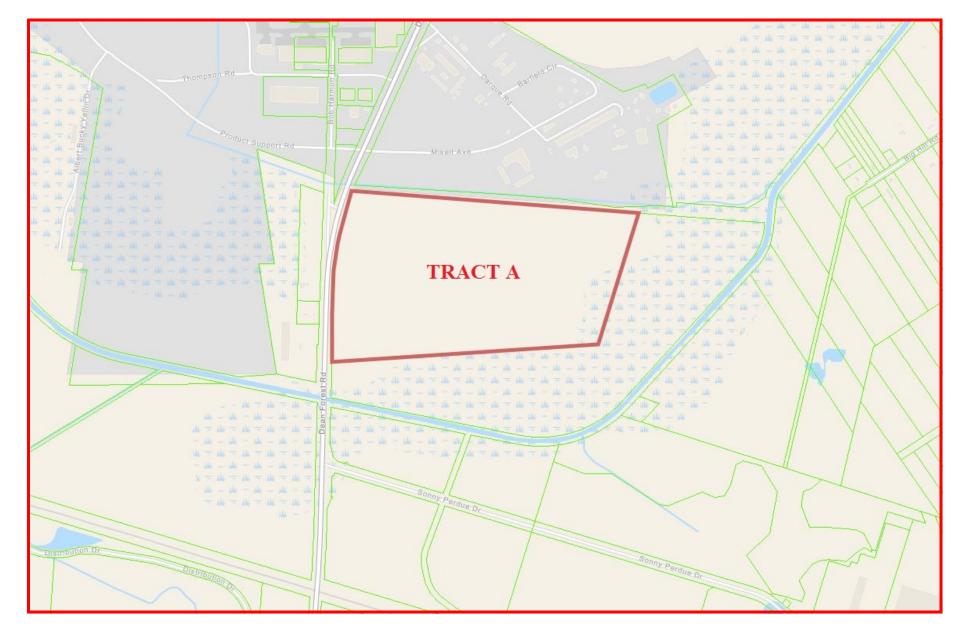






AERIAL NEIGHBORHOOD MAP

DIGITAL IMAGE



AERIAL PHOTOGRAPHS



NORTHERLY AERIAL VIEW



EASTERLY AERIAL VIEW

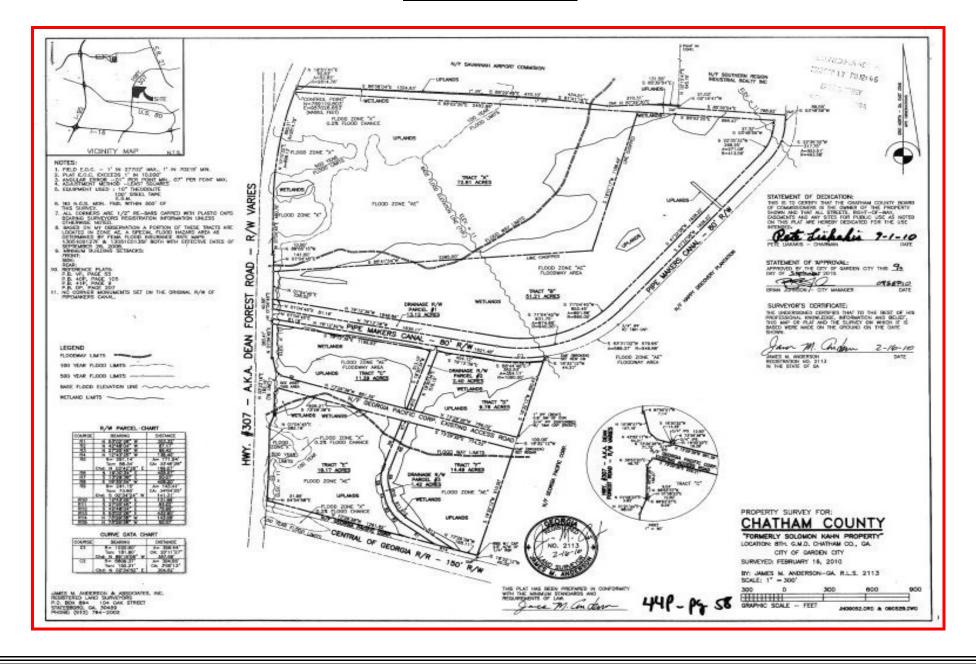


SOUTHERLY AERIAL VIEW

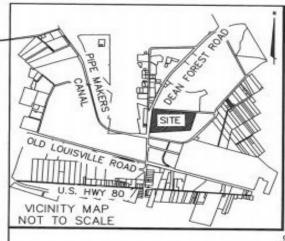


WESTERLY AERIAL VIEW

PLAT OF SURVEY



WETLANDS - IURISDICTIONAL MAP



NOTES:

PROPERTY ADDRESSES: 0 TRAVIS FIELD ROAD

GARDEN CITY, GA. 31408 PARCEL IDENTIFICATION NUMBER: 6-0986-01-005

THIS PROPERTY IS CURRENTLY ZONED 1-1.

THE HORIZONTAL DATUM OF THIS SURVEY IS BASED ON GRID

NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83. BASED ON MY OBSERVATION A PORTION OF THIS PROPERTY IS LOCATED IN ZONE AE, A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER 13051C0127G, EFFECTIVE DATE: JULY 7, 2014, BASE FLOOD ELEVATION: 11.0', NAVD 88.

AQUATIC RESOURCES SHOWN ON THE SURVEY MAY BE UNDER THE JURISDICTION OF THE USACE AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATION & APPROVAL

FLOOD LINES MAY EXIST BUT ARE NOT SHOWN FOR CLARITY PURPOSES. THE WETLANDS ARE LABELED CONSECUTIVELY, SOME LABELS ARE OMITTED FOR CLARITY PURPOSES, 9. WETLANDS DELINEATED BY SLIGH ENVIRONMENTAL CONSULTANTS, INC.

THIS PROPERTY BOUNDARY IS A COMPILATION OF PLATS DRAWN BY OTHERS AND IS NOT THE PRODUCT OF A COMPLETE BOUNDARY SURVEY PERFORMED BY COLEMAN COMPANY, INC.

CURVE TABLE							
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD LENGTH	
C1	899.03	2850.02"	18'04'26"	453.28	N10'10'22"E	895.31*	

н	ECHO III	MADIOS	DELIN	IANGENT	CHURD BEARING	CHORD
C1	899.03	2850.02"	18'04'26"	453.28	N10"10'22"E	895
AREA TAE	BLE					

UPLAND TOTAL: 52.42 AC; 2,283,605 SF

WETLAND A: 13.86 AC; 603,581 SF WETLAND B: 6.30 AC; 274,464 SF WETLAND C: 0.23 AC: 9.954 SF

WETLAND TOTAL: 20.39 AC; 887,999 SF

TOTAL PROJECT AREA: 72.81 AC; 3,171,604 SF

REFERENCE:

1. PLAT RECORD BOOK 44P, PAGE 58.



COLEMAN COMPANY, INC. CERTIFICATE OF AUTHORIZATION No. LSF 1167

LINE #

1.1

L2

L3

LINE TABLE

DIRECTION

N1'04'45"E

N88'55'15"W

N012'08"W

LENGTH

141.00

10.00

374.13

HEREBY CERTIFY THAT THE WETLANDS AS SHOWN ON THIS SURVEY WERE LOCATED USING GPS EQUIPMENT AT SUB-METER ACCURACY. THE PURPOSE OF THIS SURVEY IS FOR THE LOCATION OF WETLANDS ONLY AND NOT BOUNDARY ESTABLISHMENT OR PROPERTY CONVEYANCE.

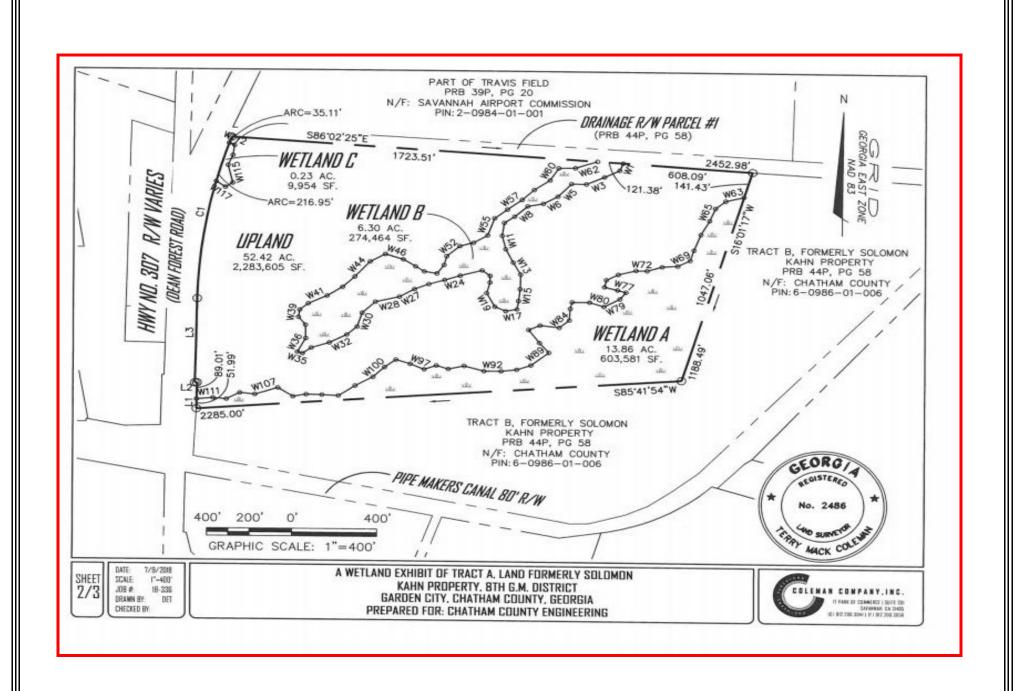
	LINE TA	ABLE
LINE #	LENGTH	DIRECTION
W97	71.93'	N65'47'35"W
W98	70.78	N71'24'40"W
W99	67.74	S52'32'32"W
W100	76.69	S44'47'13"W
W101	96.61"	S59'48'28"W
W102	95.81"	S55'12'18"W
W103	76.86'	N86'57'48*W
W104	74.61"	N88'05'41"W
W105	62.96	S78'45'25"W
W106	85.19'	N56'22'03"W
W107	114.60'	S71'21'22"W
W108	71.51'	N8374'39"W
W109	72.09	S60'53'24"W
W110	62.93'	N84'39'52"W
W111	77.55'	S84'35'55"W
W112	27.34	S65'39'21"E
W113	55.77'	S7*52'03"W
W114	58.59	S22'52'05"W
W115	98.23	S13"14"27"E
W116	41.63	S56'21'15"W
W117	53.28'	N54'23'31"W

LINE TARLE

DATE 7/9/2008 SHEET SCALE N/A 1/3 JOB#: 18-336 DRAWN BY: DET CHECKED BY:

A WETLAND EXHIBIT OF TRACT A, LAND FORMERLY SOLOMON KAHN PROPERTY, 8TH G.M. DISTRICT GARDEN CITY, CHATHAM COUNTY, GEORGIA PREPARED FOR: CHATHAM COUNTY ENGINEERING





	LINE TABLE		LINE TABLE		LINE TABLE			LINE TABLE			
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
W1	41.82*	S22'46'22"W	W25	77.94	S72'30'30"W	W49	60.72	S79"59'16"E	W73	85.93'	S74'46'29"V
W2	80.37	S62'16'18"W	W26	72.55'	S67'33'36"W	W50	57.46	N35'27'09"E	W74	62.99'	S62'00'02"V
W3	93.46'	S65'23'25"W	W27	82.64"	S58'09'50"W	W51	49.70	N13'48'38"E	W75	40.21	S13'03'17"W
W4	69.90	N89'06'36"W	W28	116.12"	S75'59'45"W	W52	82.78	N48'07'50"E	W76	63.60'	S74'37'34"E
W5	93.82'	S42"23"42"W	W29	88.21"	S45'38'17"W	W53	67.16'	N73'39'28"E	W77	42.12'	\$73'33'26"E
W6	78.85	S59'58'12"W	W30	78.69'	S17"11'10"W	W54	77.78'	N57'59'45"E	W78	46.26	S38'34'32"V
W7	74.31	S78'37'05"W	W31	65.84'	S47'05'18"W	W55	98.71	N19"13'18"E	W79	85.88'	S59'59'51"V
W8	83.70'	S47*28'40"W	W32	93.43'	S61'44'43"W	W56	77.17'	N51"11'04"E	WBO	71.40'	N70"25"24"V
W9	59.29	S54'26'25"W	W33	88.95'	S71'29'17*W	W57	86.77	N52'26'26"E	W81	82.34	N90'00'00"V
W10	70.86	S8'02'12"W	W34	52.39'	S52'30'10"W	W58	78.40'	N45'42'51"E	W82	37.93'	S12*59'22"V
W11	76.10	S13'02'55*E	W35	25.36'	N70°22'49"W	W59	90.92'	N54'26'40"E	W83	63.12"	S3'48'09"W
W12	79.87	S26'09'05"E	W36	84.24	N27'32'28"E	W60	77.37	N31'32'15"E	W84	61,97"	S49'09'46"V
W13	74.44	S28'23'07"E	W37	73.77	N1'00'02"W	W61	78.61	N88'47"36"E	W85	90.72	N82'54'09"V
W14	79.22'	S1'29'01"W	W38	54.03	N37'59'27"W	W62	109.05	N70'52'51"E	W86	59.58'	S65'28'14"V
W15	65.95	S6"21'44"W	W39	40.66'	N8'36'20"E	W63	88.63	S75'52'23"W	W87	88.15'	S35'43'01"E
W16	46.89'	S8'18'43"W	W40	53.25	N49'09'55"E	W64	62.25	S49'45'37"W	w88	69.37	\$40'00'09"E
W17	54.47'	S79'37'39"W	W41	98.53'	N64'06'11"E	W65	72.95'	S21"58'41"W	W89	109.77	S50"15'46"W
W18	55.98'	N65'06'07"W	W42	86.68'	N55'47'35"E	W66	86.42"	S28"13'49"W	W90	70.68	S69'54'42"V
W19	83.48'	N27'36'49"W	W43	81.13	N45'05'33"E	W67	91.64	S20°23'43"W	W91	73.61	\$83'05'18"V
W20	61.64	N14"10"22"E	W44	109.86'	N40'57'12"E	W68	59.15'	S17*38'13"W	W92	80.57	S89'36'28"V
W21	36.01"	N0'42'57"E	W45	82.04	N60'09'55"E	W69	65.55'	S61'55'03"W	W93	97.79'	N73'24'10"W
W22	47.52	N53'02'47"W	W46	88.84"	S71*55'57*E	W70	73.35	S86'20'38"w	W94	76.70'	S76'45'55"W
W23	106.55*	S74'06'45"W	W47	68.87"	S56'23'28"E	W71	74.52'	S71°53'02"W	W95	58.92'	N71'26'59"W
W24	76.84'	S71'34'34"W	W48	49.59	S56'18'53"E	W72	51.90	N88'17'39"W	W96	61.12	S68*58'11"W



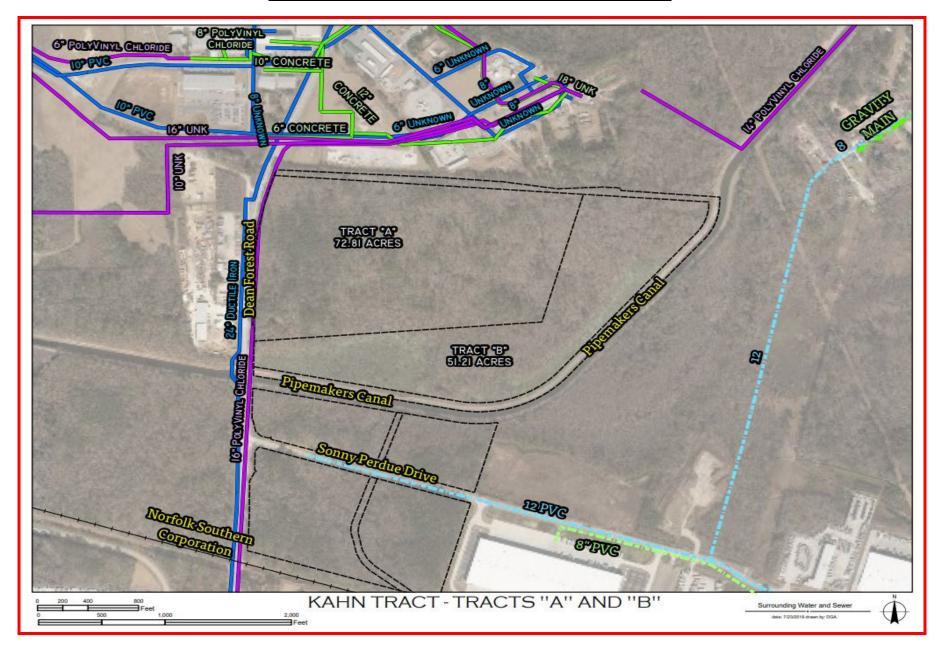
SHEET 3/3

DATE 7/9/2018 SCALE: N/A JOB #: 18-336 DRAWN BY: DET CHEDXED BY:

A WETLAND EXHIBIT OF TRACT A, LAND FORMERLY SOLOMON
KAHN PROPERTY, 8TH G.M. DISTRICT
GARDEN CITY. CHATHAM COUNTY, GEORGIA
PREPARED FOR: CHATHAM COUNTY ENGINEERING

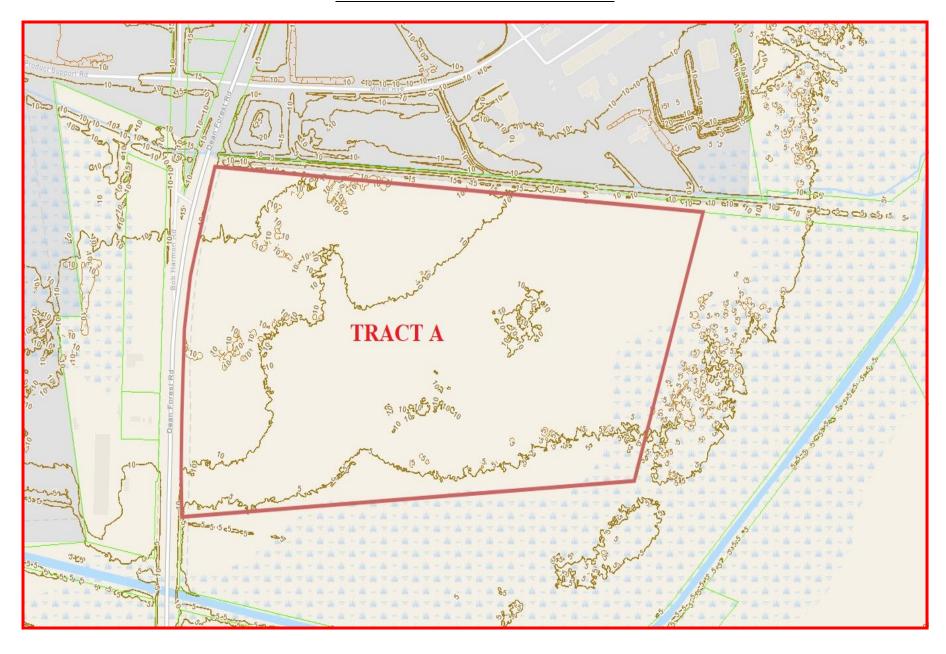


WATER & SANITARY LINES IN PROXIMITY



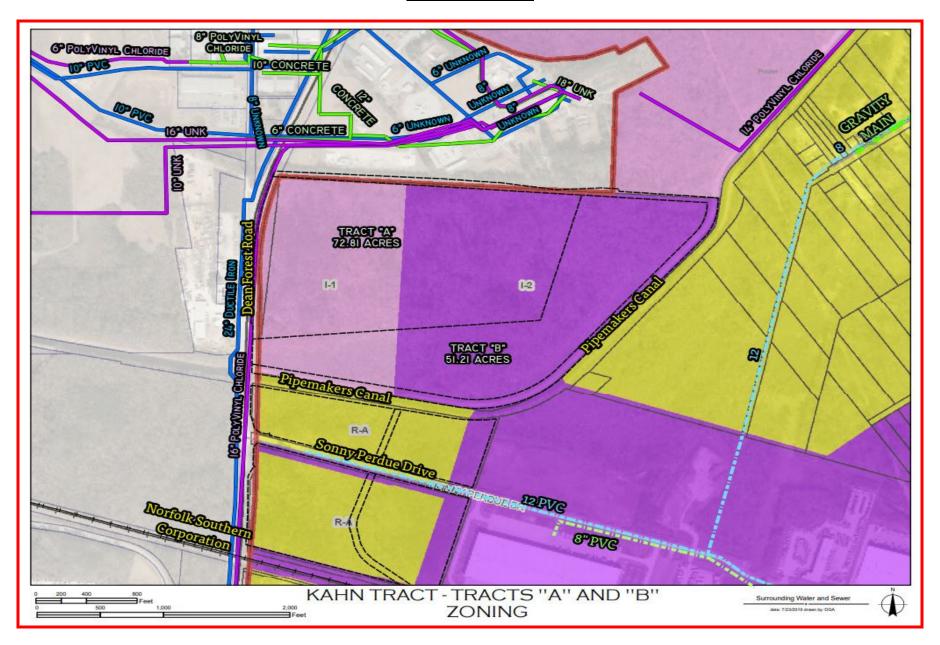
FLOOD MAP TRACT A X 500 AE Floodway

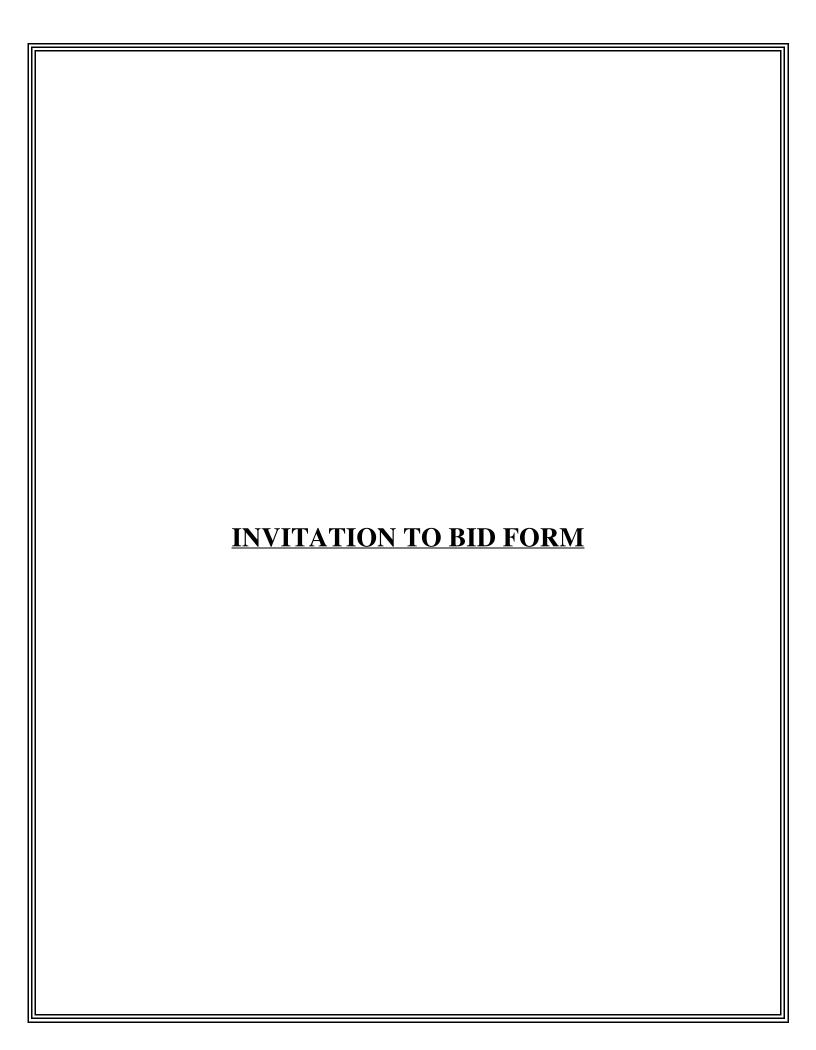
CONTOUR ELEVATIONS MAP



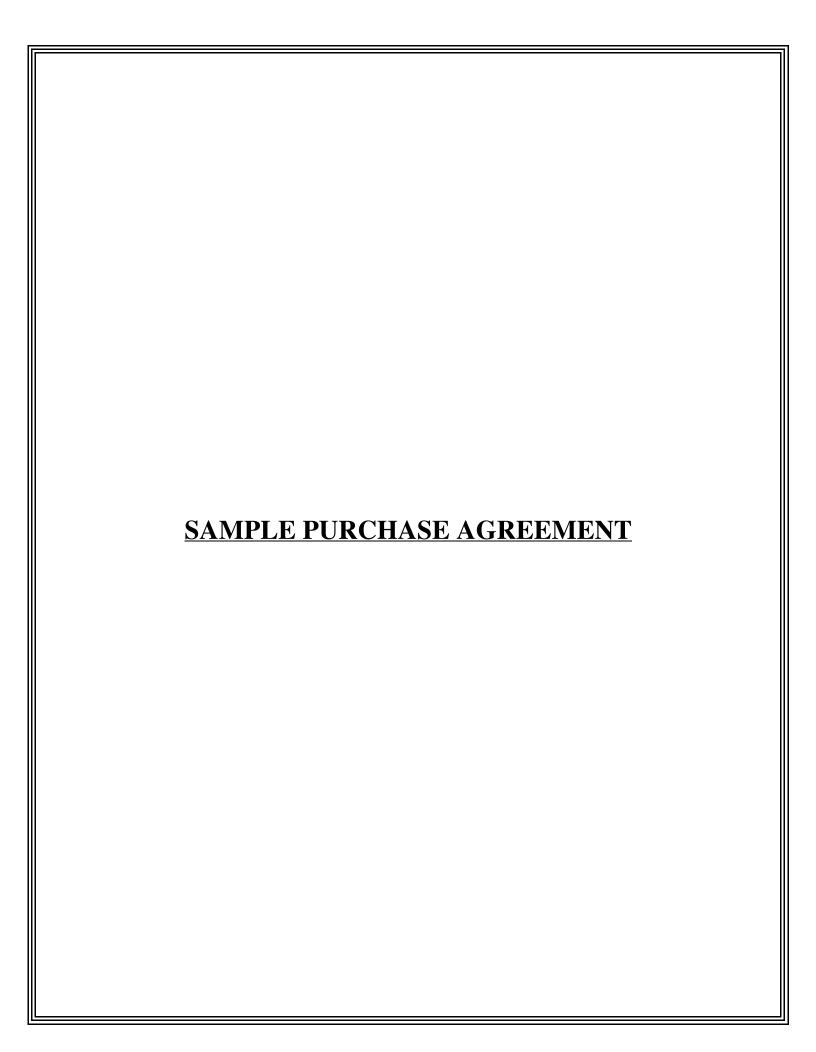
SOILS MAP Okc Pn TRACT A Waf

ZONING MAP





INVITATION TO BID FORM
Dollar Amount of Bid (Minimum Bid Of \$5,550,000): \$
Name of Person Or Entity Submitting Bid:
Address of Person or Entity Submitting Bid:
Contact Number of Person Or Entity Submitting Bill:
Signature:
By signing this offer, I hereby attest my intention to purchase this property per the conditions of the Purchase Agreement. Furthermore, I attest that I am submitting only one bid for this property; have not, directly or indirectly, joined, participated or colluded with any other bidder submitting a bid; and have no direct or indirect interest in any other bid. My signature also acknowledges that I understand any violation will not only result in Chatham County's dismissal of my bid but also could result in prosecution for violating county and state law.



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. <u>Real Property.</u> 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:
Tract A
"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:
Commencing at Point of Beginning known as "CONTROL POINT" with North American Datum of 1983 State Plane, Georgia East Coordinate in US Survey Feet with a Northing of 769119.803 and Easting of 957026.653 thence South 86° 02' 25" East a distance of 2,452.98' to a point, thence South 16° 01' 17" West a distance of 1,188.49' to a point, thence South 85° 41' 54" West a distance of 2,285.00' to a point, thence North 01°-04' 45" East a distance of 141.00' to a point, thence North 88°-55'-15" West a distance of 10.00' to a point, thence North 01°-04'- 45" East a distance of 460.78' to a point, thence along a curve to the right bearing North 10°-10'-22" East with a distance of 895.31' having a radius of 2814.78' and arc length of 899.13', back to the aforesaid Point of Beginning known as "CONTROL POINT". Said area described consists of 72.81 acres and is labeled as Tract "A' 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 any and all covenants, valid restrictions, taxes for the current year, easements and rights-of way of record.
2. <u>Purchase Price</u> . 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 <u>et. al.</u> As a result of said auction, Purchaser shall pay to Seller as the purchase price (the "Purchase Price") for the "Property" the sum of <u>Your Bid Amount</u> (\$000,000).
(A) Within three days of the date of this AGREEMENT, the Purchaser shall provide to Seller 5% of the Purchase Price, as a refundable deposit of \$\frac{\psi}{2}\$.
(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 one hundred and twenty (120) day inspection to determine if the property meets the requirements for their intended use.
- 3. <u>Closing.</u> 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 <u>Thirty Days Following The Expiration of The Inspection Period</u>. 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. <u>Closing Costs.</u> 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 availability of utilities to the Property, ingress or egress, jurisdictional issues, 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. <u>Title.</u> 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.

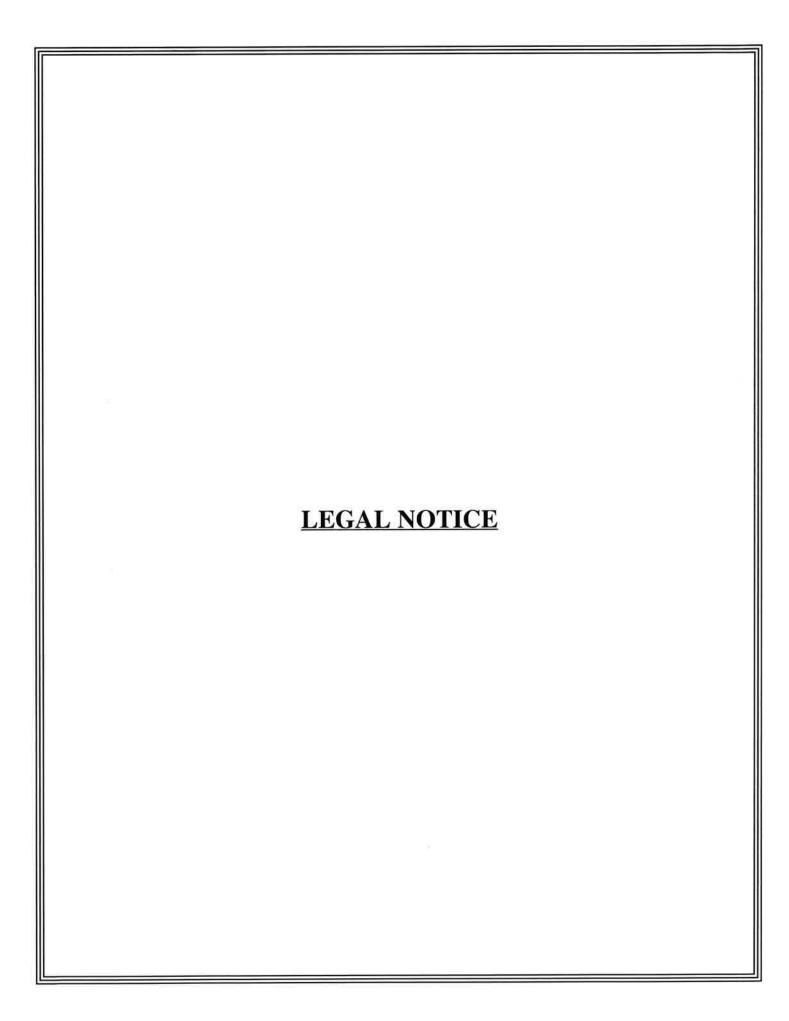
- 8. <u>Seller Warrants.</u> Seller shall deliver to Purchaser the Property in "as-is condition" and does not warrant any condition of the Property and improvements.
- 9. <u>Restrictions</u>. The Property is to be conveyed subject to all State laws, easements of record, covenants and restrictions of 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. <u>Brokerage/Seller of Purchaser Default/Commissions.</u> 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. <u>Agency Disclosure.</u> 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. <u>Entire Agreement.</u> 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. <u>Disclaimer.</u> 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. <u>Special Stipulations</u>. 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. <u>Applicable Law.</u> This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

- SIGNATURES TO FOLLOW ON NEXT PAGE -

THE ABOVE PROPOSITION IS	HEREBY ACCEPTED, this day of	, 2019.
WITNESS HAND AND SEAL OF THE U	UNDERSIGNED,	
Executed in the presence of:		
	(Purchaser)	
	By:	
	ATTEST:	-
	Board of Commissioners of Chatham County (Seller)	
	By:	
	ATTEST:	



LEGAL NOTICE

CC <u>167716</u>

PROPERTY SALE

Bid Number 19-0123-4

Sealed bids for the purchase of the following surplus real property will be received until 11:00 AM, DECEMBER 13, 2019 in the Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA 31406.

Tract A

"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:

Commencing at Point of Beginning known as "CONTROL POINT" with North American Datum of 1983 State Plane, Georgia East Coordinate in US Survey Feet with a Northing of 769119.803 and Easting of 957026.653, thence South 86° 02' 25" East a distance of 2,452.98' to a point, thence South 16° 01' 17" West a distance of 1,188.49' to a point, thence South 85° 41' 54" West a distance of 2,285.00' to a point, thence North 01°-04' 45" East a distance of 141.00' to a point, thence North 88°-55'-15" West a distance of 10.00' to a point, thence North 01°-04'- 45" East a distance of 460.78' to a point, thence along a curve to the right bearing North 10°-10'-22" East with a distance of 895.31' having a radius of 2814.78' and arc length of 899.13', back to the aforesaid Point of Beginning known as "CONTROL POINT". Said area described consists of 72.81 acres and is labeled as Tract "A" 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 any and all covenants, valid restrictions, taxes for the current year, easements and rights-of-way of record.

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

For any additional questions regarding this bid, please contact Robert Marshall, Senior Procurement Specialist for Chatham County, at 912-790-1622 or rmarshall@chathamcounty.org

<u>CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE</u> 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: Nov. 18, 2019

Please send affidavit to:

Chatham County Purchasing & Contracting Department

1117 Eisenhower Drive, Suite C

Savannah, Georgia 31406

(912) 790-1622