

INVITATION TO BID

BID NO. 21-0082-4

**PROPERTY SALE OF PORTIONS OF THE FORMER THOMAS E. LONG
TRACT, R.E. LONG TRACT AND THE NORTH PORTION OF LOT B**

BID OPENING: 11:00 AM, JULY 30, 2021

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER KENNETH A. ADAMS

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/A1

 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: June 9, 2021

BID NO. 21-0082-4

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, JULY 30, 2021, at which time they will be opened and read.** Due to the current Pandemic, the Opening will be **Audio Only**. Anyone wanting to hear the Bid Opening must **call 1-888-585-9008, then enter the Conference Room Code: 743-636-882 #. 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 disability. 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 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 they have 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. 21-0082-4

**PROPERTY SALE OF 1PORTIONS OF “THE FORMER THOMAS E. LONG TRACT,
R.E. LONG TRACT AND THE NORTH PORTION OF LOT B”**

1The subject of this offering is an approximate 3.323 acre vacant undeveloped land parcel located east of Prescott Lane and fronting along the northside of the westbound lane of Jimmy Deloach Parkway within the municipality of Bloomingdale, Chatham County, Georgia 31302. The property is identified with the records of the Chatham County Board of Assessors as Property Identification Number 81019 01043.

ON BEHALF OF CHATHAM COUNTY
AN OFFERING OF PORTIONS OF "THE FORMER THOMAS E. LONG TRACT, R.E. LONG TRACT
AND THE NORTH PORTION OF LOT B"
LOCATED EAST OF PRESCOTT LANE AND FRONTING ALONG THE
NORTHSIDE OF THE WESTBOUND OF THE JIMMY DELOACH PARKWAY
BLOOMINGDALE, CHATHAM COUNTY, GEORGIA 31302



AS OF JUNE 1, 2021
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 verified by the owner (Chatham County), the owner's agent (Whitley & Associates, Inc.) or any of their affiliates. Therefore, neither the owner, the owner's agent nor any 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 or prospective purchaser has not relied on the information as contained herein and any decision to acquire is based solely on the acquiring party's 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 3.323 acre vacant undeveloped land parcel located east of Prescott Lane and fronting along the northside of the westbound lane of Jimmy Deloach Parkway within the municipality of Bloomingdale, Chatham County, Georgia 31302. The property is identified with the records of the Chatham County Board of Assessors as Property Identification Number 81019 01043.

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 July 30, 2021, 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 \$500,000.00

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

THE EXISTENCE OR NONEXISTENCE OF JURISDICTIONAL OR WETLAND AREAS IS NOT KNOWN TO OWNERSHIP AND/OR IT'S AGENT.

FOR THESE REASONS, 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 at www.chathamcounty.org under "News and Events" or the Chatham County Purchasing Office located at 1117 Eisenhower Drive, Suite C, Savannah, Chatham County, Georgia 31406 or lastly 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 blank bid forms and other written materials regarding the sale may be obtained.
10. The date, time and place for the opening of the bids.

June 2021

Re: Invitation To Bid

Property: The property comprises the former Thomas E. Long Tract, R.E. Long Tract and the North Portion of Lot A approximating 3.323 acres with all being generally located east of Prescott Lane and fronting along the northside of the westbound lane of the Jimmy Deloach Parkway within the municipality of Bloomingdale, Chatham County, Georgia 31302. The property is identified with the records of the Chatham County Board of Assessors as Property Identification Number 81019 01043.

The County is auctioning to the highest bidder its ownership of the asset being legally described as:

ALL THAT CERTAIN TRACT OF LAND KNOWN AS NORTH PORTION OF LOT B, PORTION OF R.E. LONG TRACT AND PORTION OF THOMAS E. LONG TRACT, 8TH G.M. DISTRICT, CITY OF BLOOMINGDALE, CHATHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS NAIL ALONG THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY HAVING A GRID NORTH, GEORGIA EAST ZONE, NAD 83 COORDINATE OF NORTH: 782,241.60 AND EAST: 925,515.21, THENCE ALONG THE EASTERN PROPERTY LINE OF A 0.65 ACRE PARCEL, N9°12'34"W A DISTANCE OF 205.51' TO A CONCRETE MONUMENT; THENCE ALONG THE PROPERTY LINES OF LOT A AND LOT C, JEAN B. PRESCOTT SUBDIVISION THE FOLLOWING COURSES AND DISTANCES; S65°56'27"E A DISTANCE OF 217.83' TO A CONCRETE MONUMENT, S67°03'48"E A DISTANCE OF 122.97' TO AN IRON PIPE, N9°56'01"E A DISTANCE OF 484.21' TO AN IRON ROD, N10°28'17"E A DISTANCE OF 38.10' TO AN IRON ROD, S85°40'02"E A DISTANCE OF 150.24' CONCRETE MONUMENT; THENCE ALONG THE WESTERN PROPERTY LINE OF COLLINS TRACT, S9°18'00"E A DISTANCE OF 458.85' TO A CONCRETE MONUMENT; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY THE FOLLOWING COURSES AND DISTANCES; S78°54'02"W A DISTANCE OF 422.77' TO A POINT, S78°56'01"W A DISTANCE OF 182.22' TO THE POINT OF BEGINNING; AND CONTAINING 3.323 ACRES OR 144,738 SQUARE FEET.

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 ***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 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 lastly 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 \$500,000.
- ◆ 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 full execution of a binding sales agreement. The prospective purchaser will be granted a sixty (60) 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 at closing to be 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 within three (3) days of execution. Bidders should review the Purchase Agreement prior to bidding and be prepared to present a signed copy with the payment of 10% refundable earnest money with three (3) days of execution.
- ◆ 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

As previously stated, the subject of this offering consists of a singular approximate 3.323 acre vacant land tract generally located east of Prescott Lane and fronting along the northside of the westbound lane of the Jimmy Deloach Parkway within the municipality of Bloomingdale, Chatham County, Georgia 31302.

The property is identified with the records of the Chatham County Board of Assessors as Property Identification Number 81019 01043.

A description of the tract is offered as follows.

With reference to a "draft" plat of survey prepared by Coleman Company dated April 13, 2021, it appears the subject tract approximates 3.323 acres possessing an approximate noncontiguous northern boundary of 368.07 lineal feet along the southern boundary's of "Lot C" and "Lot A," an eastern boundary of approximately 458.85 lineal feet along the western boundary of "Collins Tract," a southern boundary of approximately 604.99 lineal feet along the northside of the westbound lanes of The Jimmy Deloach Parkway and an approximate noncontiguous western boundary of approximately 774.72 lineal feet along the eastern boundary of "0.65 Parcel," "Lot A" and Prescott Lane being a 60-foot wide private road.

With reference to the provided "draft" plat of survey and Savannah Area Geographic Information System, it appears the subject asset is located within an area determined to be within Flood Zone X and the majority of the elevations appear to approximate between 23 and 26 feet above MSL. With reference to "Soil Survey of Bryan and Chatham Counties, Georgia" published by the United States Department of Agriculture Soil Conservation Service in conjunction with The University of Georgia, College of Agriculture, Agriculture Experiment Stations, dated March 1974, the soils appear to be exclusively Ogeechee Loamy Fine Sand.

Zoning

Zoning Authority : City of Bloomingdale

Zoning Classification : The property is zoned Agricultural/Recreational (RA-1).

Definition : The *City of Bloomingdale Unified Development Code* does not specifically define the RA-1 district.

Permitted Uses : With reference to the *Bloomingdale Unified Development Code*, it appears permitted uses which might be reflective of highest and best use for the RA-1 district includes all permitted uses within the RA (Agricultural/Recreational) district which collectively permits general farming, raising of farm animals and poultry and single-family dwellings as well as churches, RV campgrounds, recreation parks, but does not include amusement parks.

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

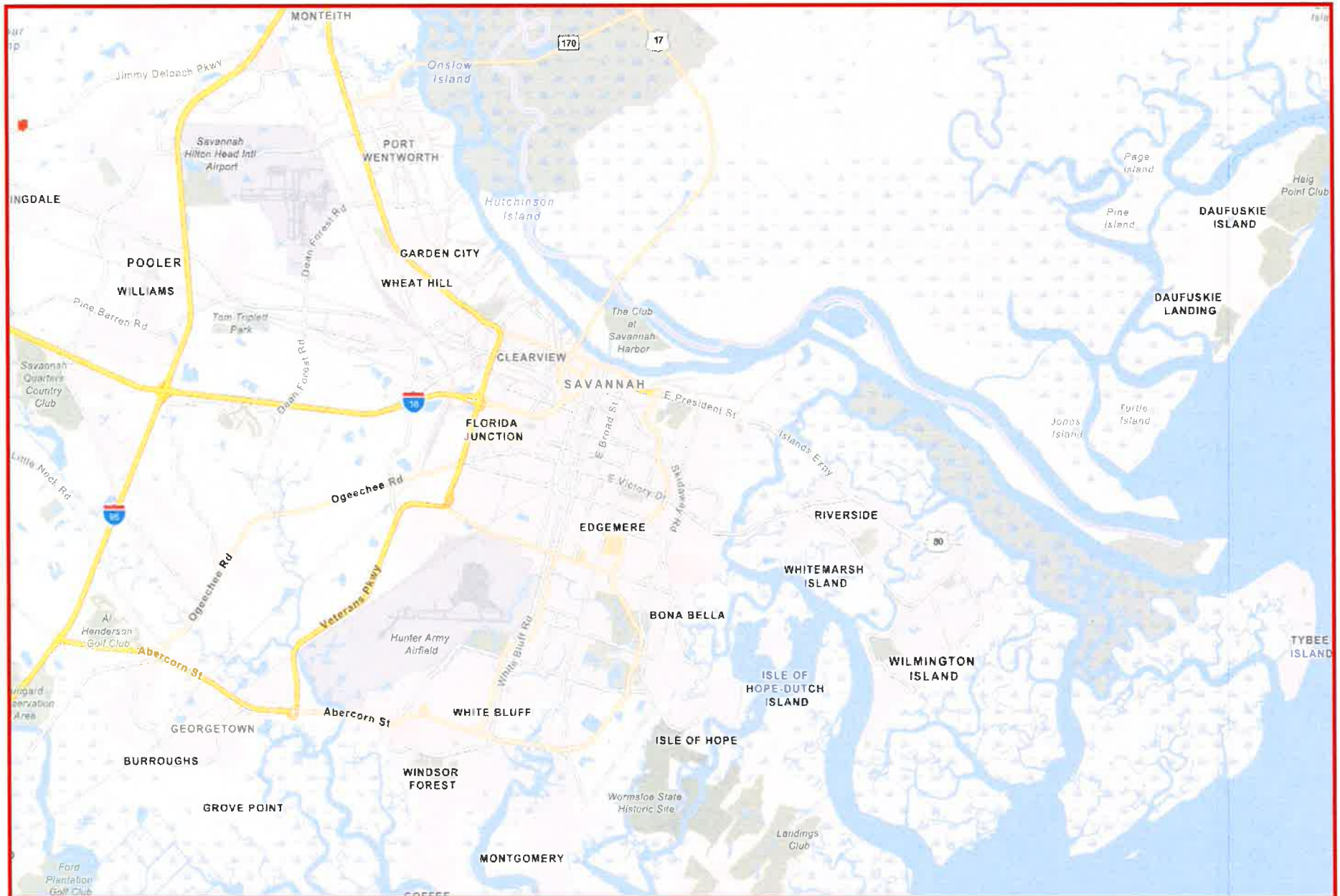
Real Estate Taxes : Being vested in the ownership of Chatham County, the asset to be auctioned is not subject to ad valorem taxation by the City of Bloomingdale or Chatham County.

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

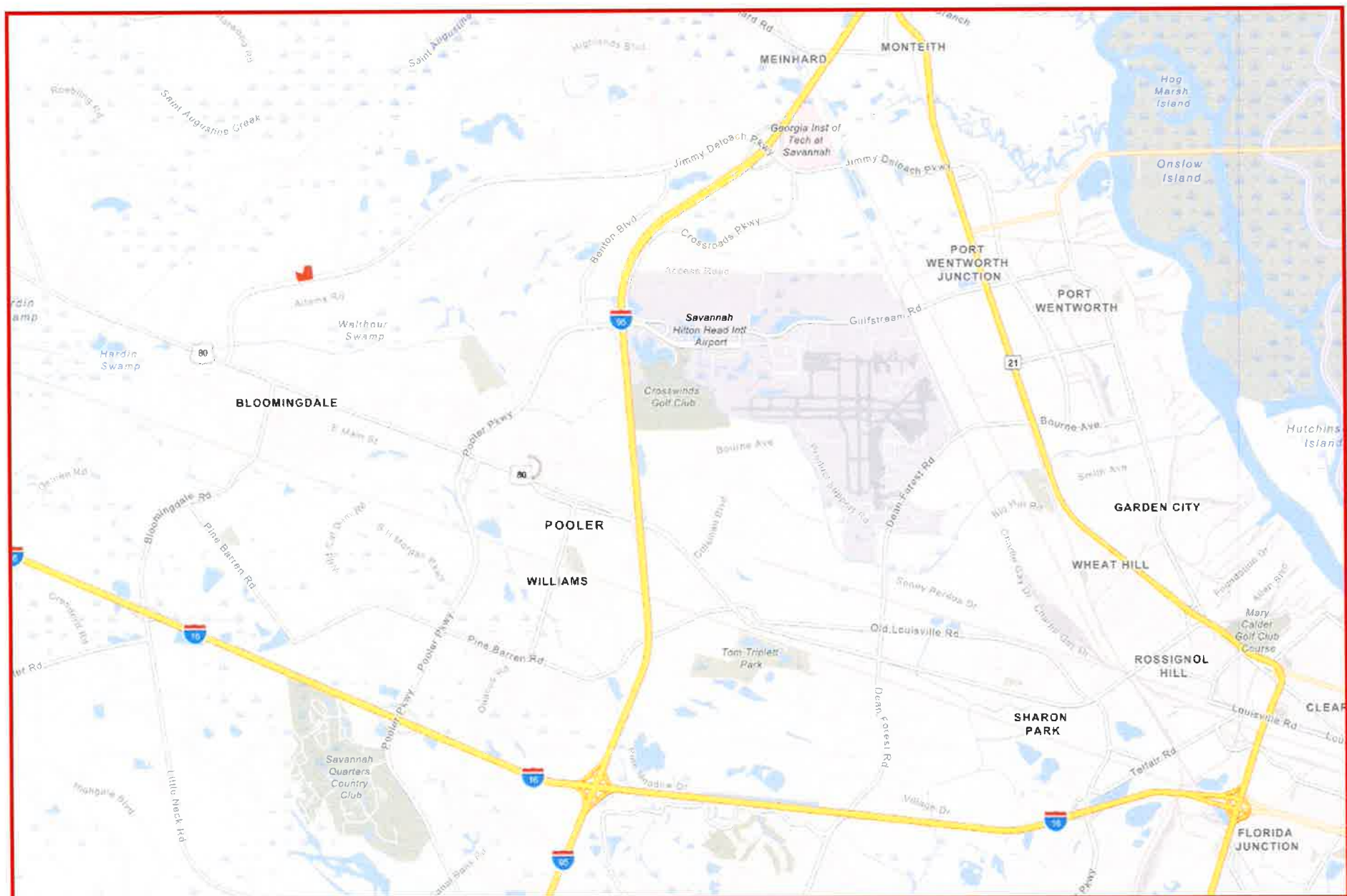
According to a representative from the tax assessor's office, tax appraised values are established relative to the “*As Is*” condition of the property on January 1, of the taxable year.

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, if it is assumed the minimum bid price of \$500,000 equates to the total taxable value then the resulting assessed value would be \$200,000 or 40% of the taxable value. As such and by application of the 2020 millage rates for the City Of Bloomingdale and Chatham County would appear to suggest that the ad valorem tax liability might approximate \$6,325.

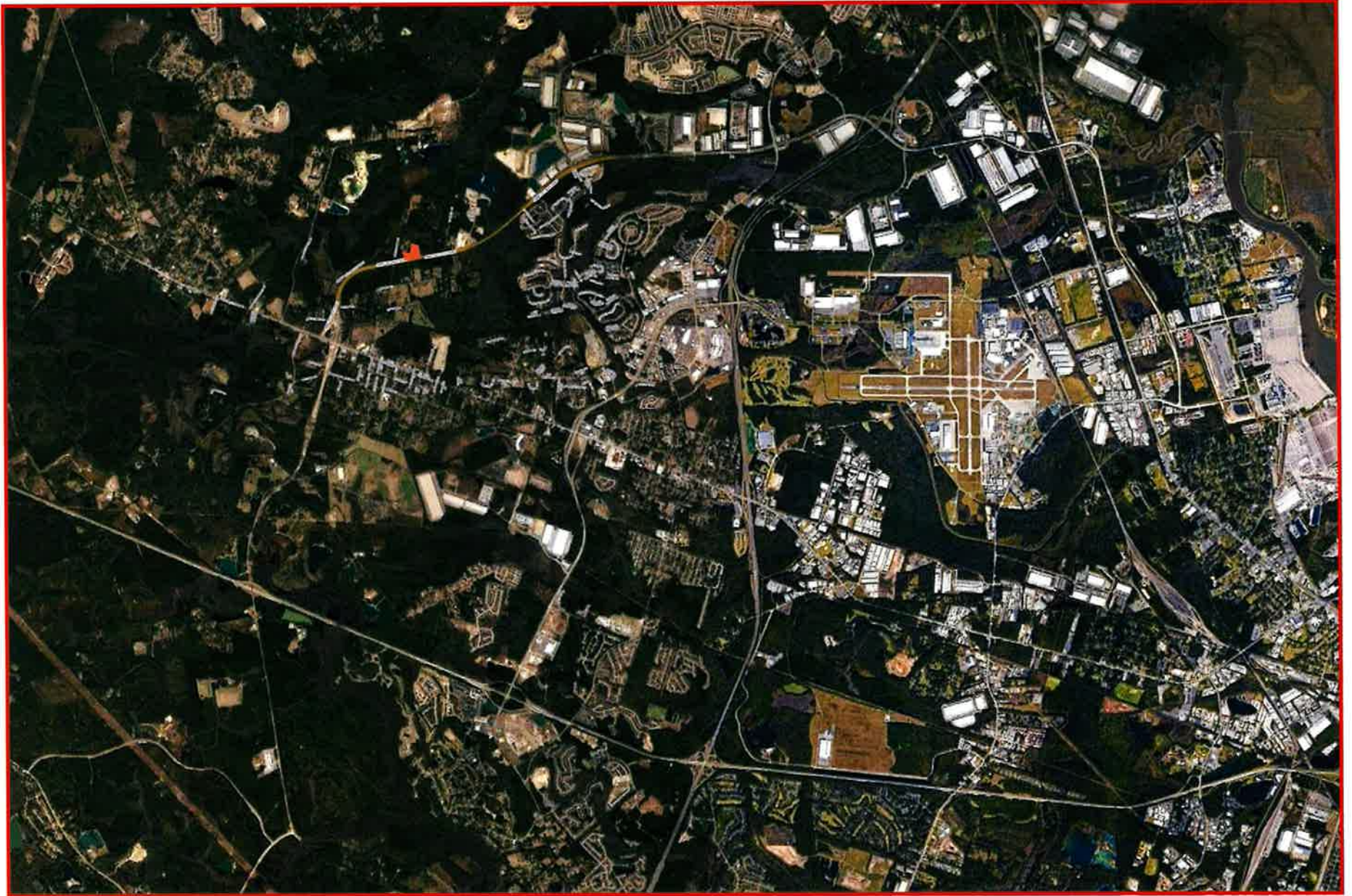
LOCATION MAPS



AREA MAP

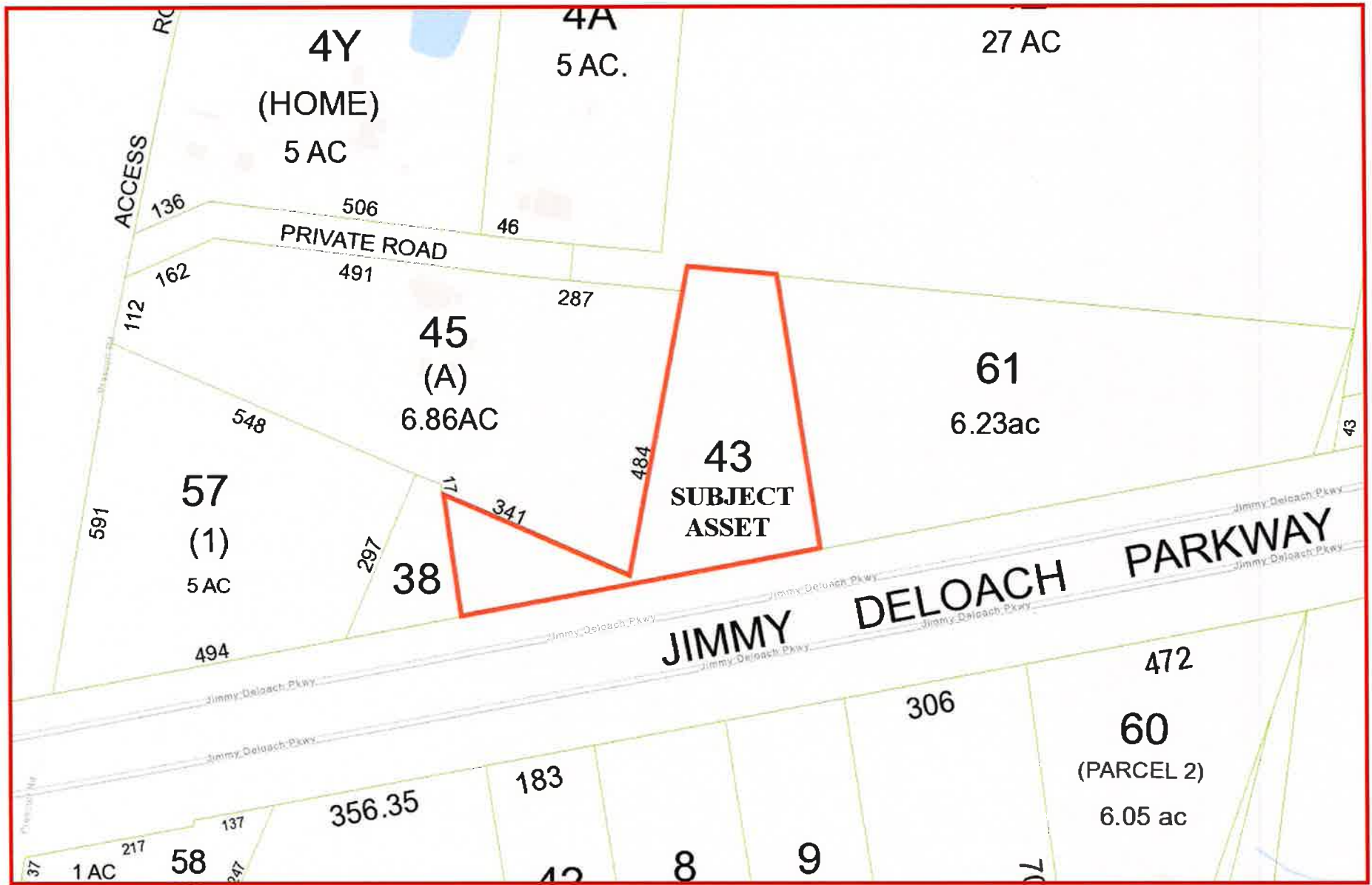


NEIGHBORHOOD MAP

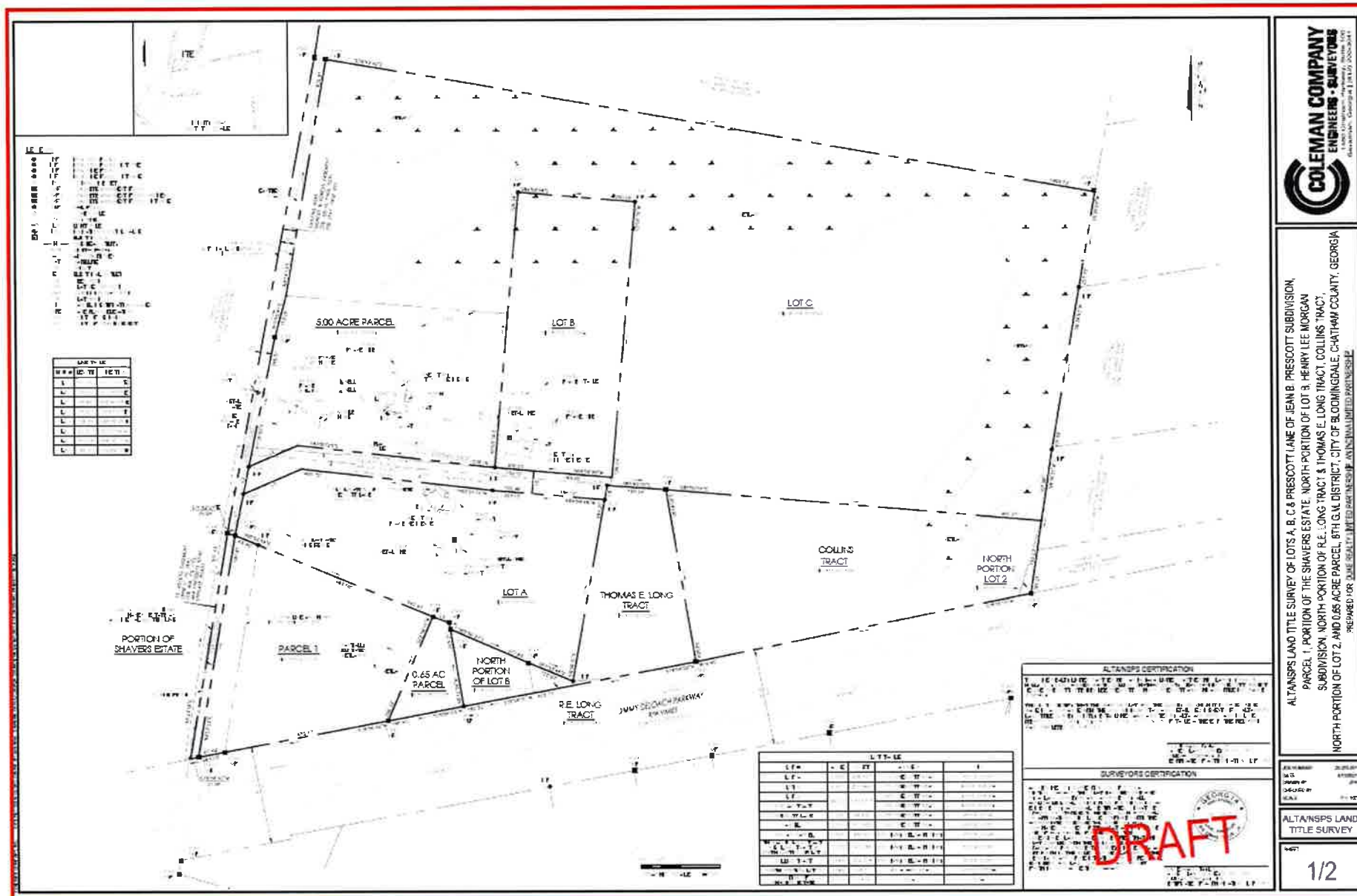


AERIAL NEIGHBORHOOD MAP

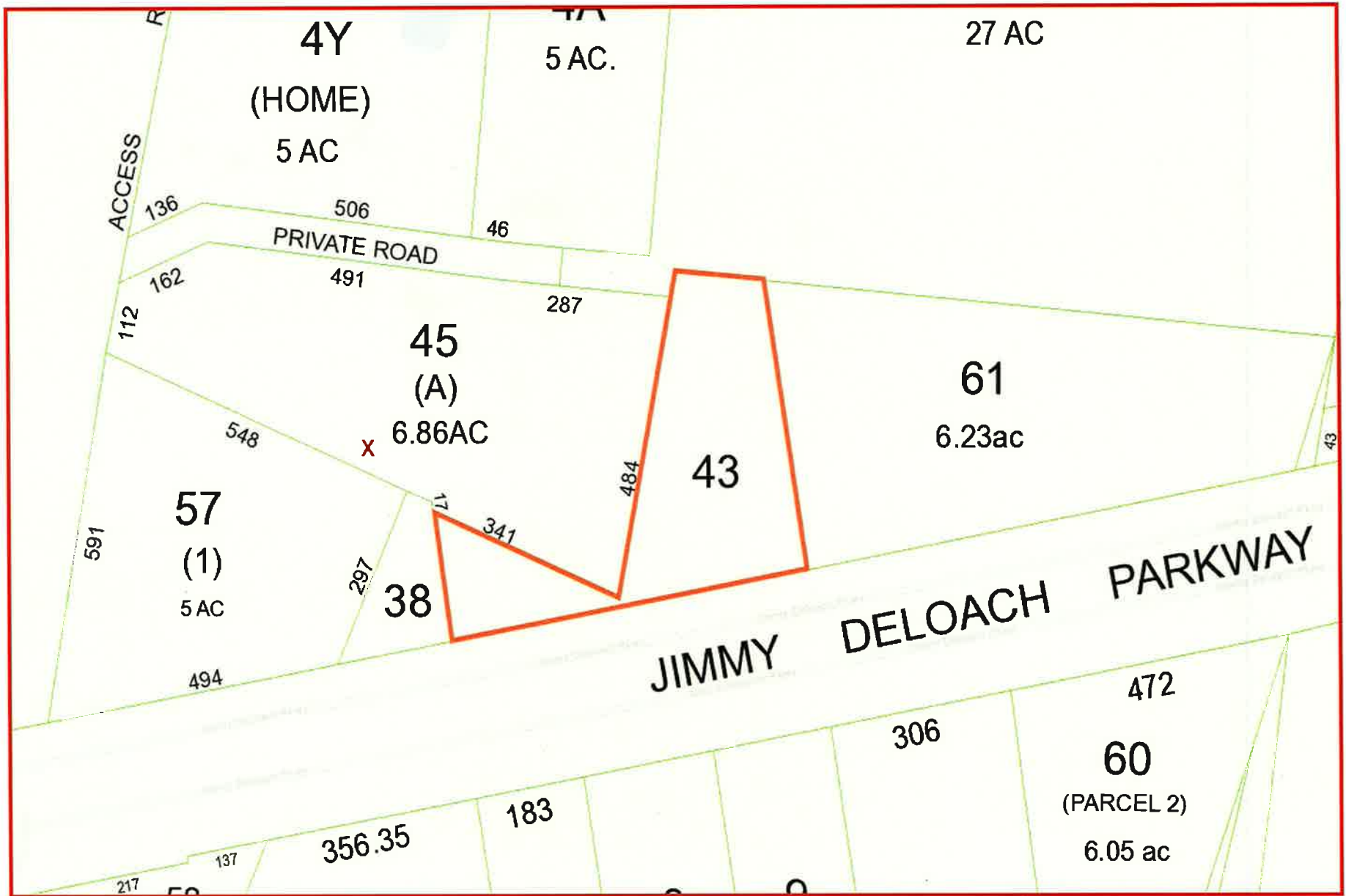
DIGITAL IMAGE



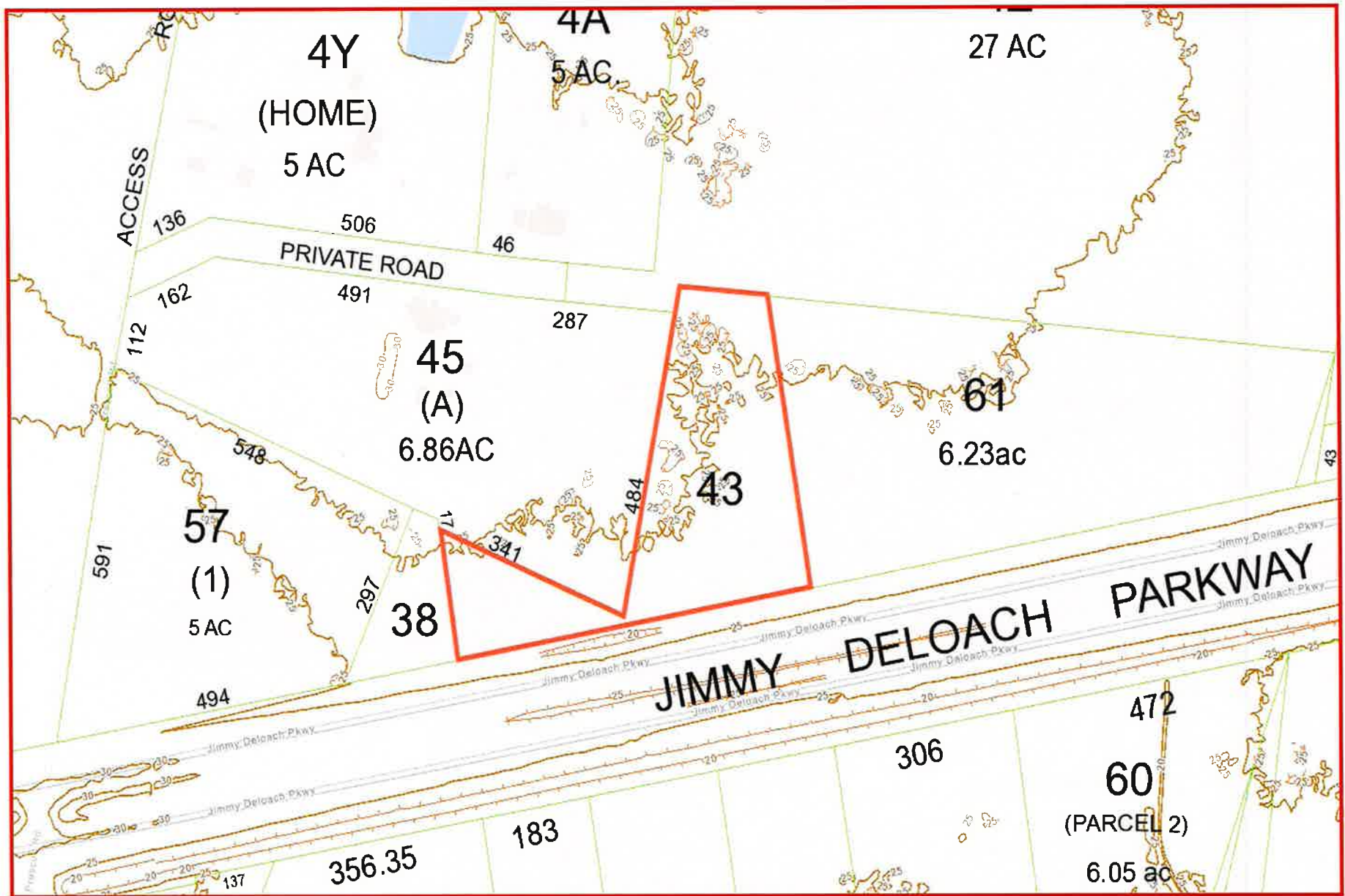
PLAT OF SURVEY



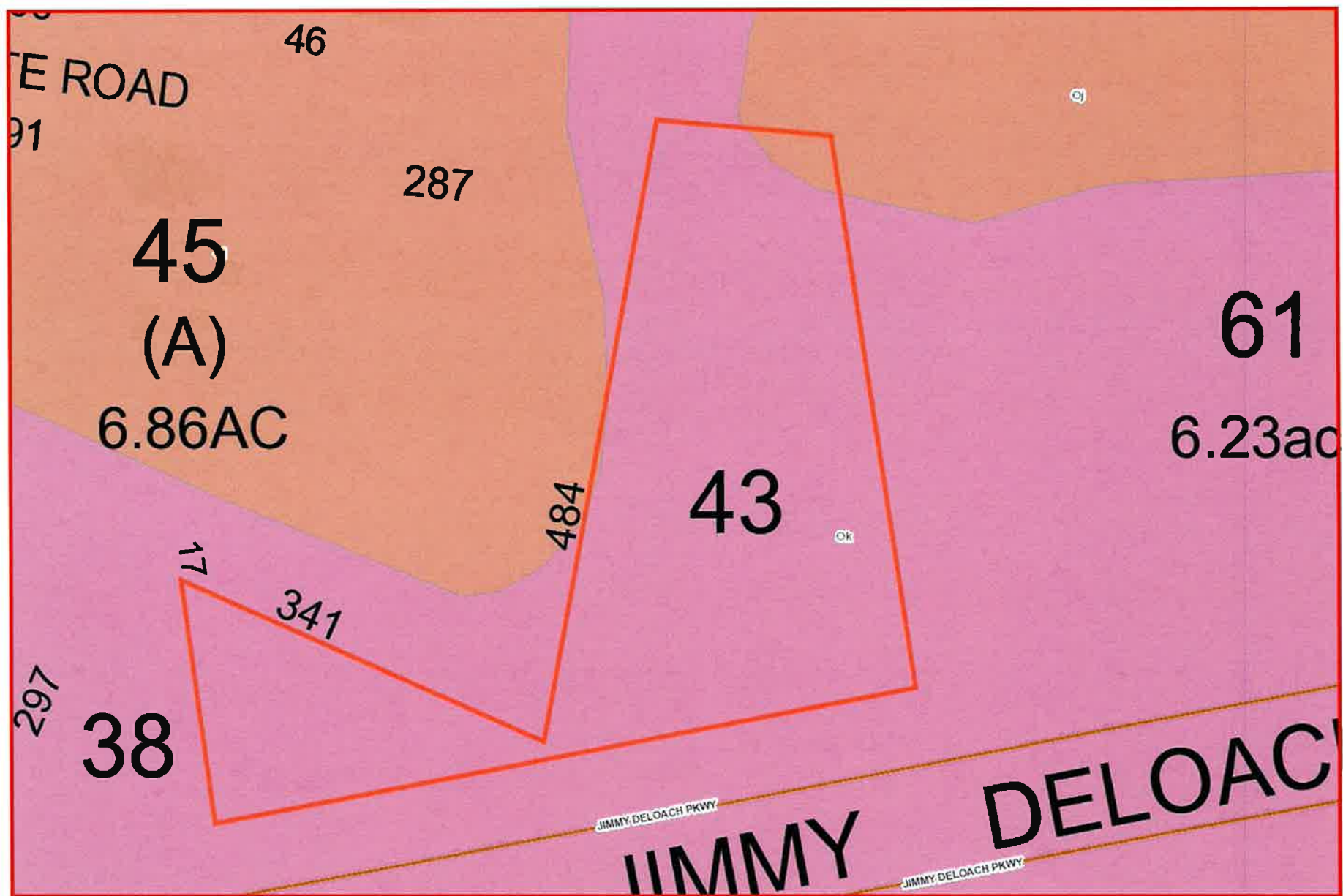
FLOOD MAP



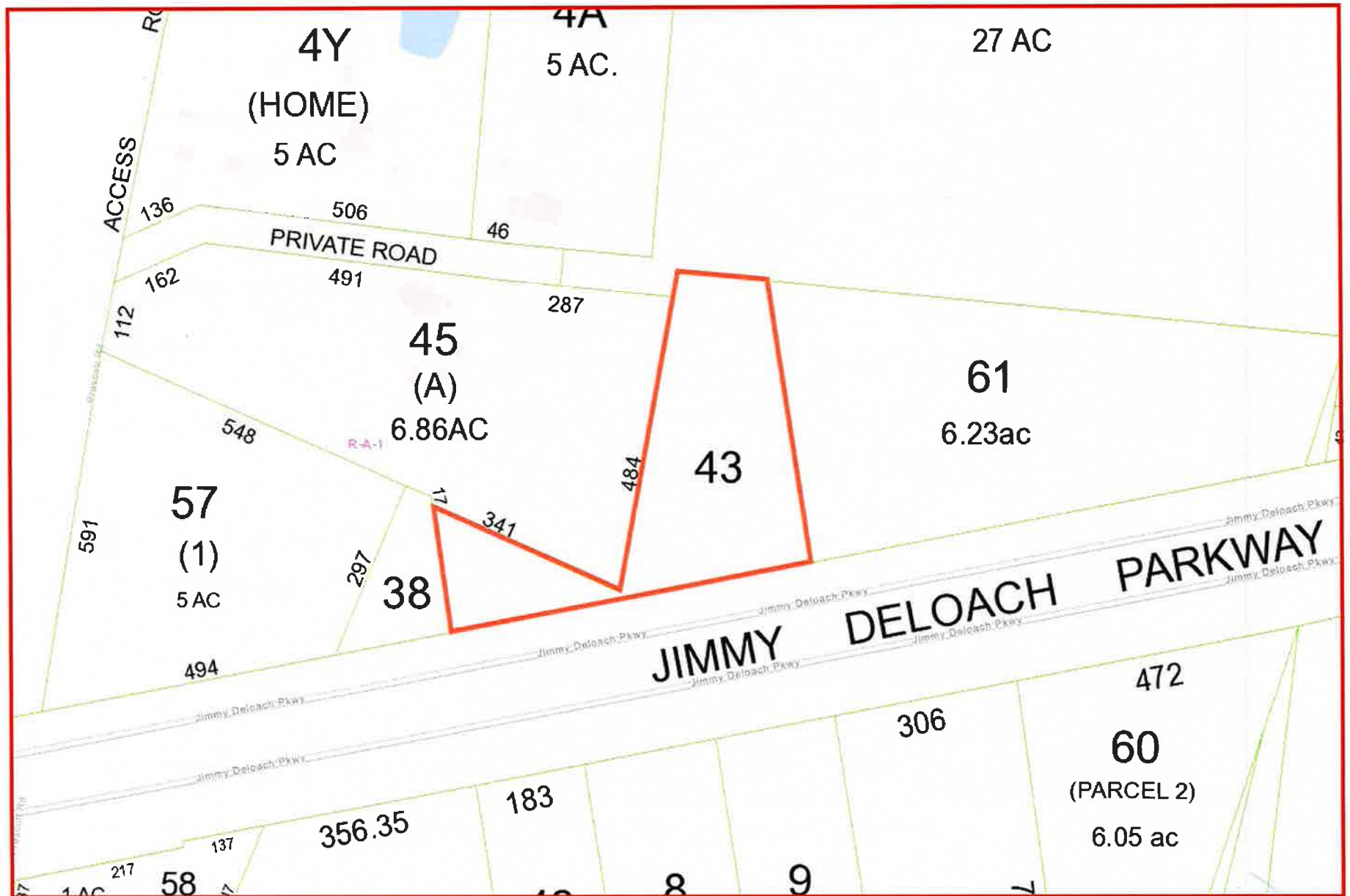
CONTOUR INTERVALS MAP



SOILS MAP



ZONING MAP



INVITATION TO BID FORM

INVITATION TO BID FORM

Dollar Amount of Bid (Minimum Bid Of \$500,000): \$ _____

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 _____, 2021, 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:

Subject Asset

ALL THAT CERTAIN TRACT OF LAND KNOWN AS NORTH PORTION OF LOT B, PORTION OF R.E. LONG TRACT AND PORTION OF THOMAS E. LONG TRACT, 8TH G.M. DISTRICT, CITY OF BLOOMINGDALE, CHATHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS NAIL ALONG THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY HAVING A GRID NORTH, GEORGIA EAST ZONE, NAD 83 COORDINATE OF NORTH: 782,241.60 AND EAST: 925,515.21, THENCE ALONG THE EASTERN PROPERTY LINE OF A 0.65 ACRE PARCEL, N9°12'34"W A DISTANCE OF 205.51' TO A CONCRETE MONUMENT; THENCE ALONG THE PROPERTY LINES OF LOT A AND LOT C, JEAN B. PRESCOTT SUBDIVISION THE FOLLOWING COURSES AND DISTANCES; S65°56'27"E A DISTANCE OF 217.83' TO A CONCRETE MONUMENT, S67°03'48"E A DISTANCE OF 122.97' TO AN IRON PIPE, N9°56'01"E A DISTANCE OF 484.21' TO AN IRON ROD, N10°28'17"E A DISTANCE OF 38.10' TO AN IRON ROD, S85°40'02"E A DISTANCE OF 150.24' CONCRETE MONUMENT; THENCE ALONG THE WESTERN PROPERTY LINE OF COLLINS TRACT, S9°18'00"E A DISTANCE OF 458.85' TO A CONCRETE MONUMENT; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY THE FOLLOWING COURSES AND DISTANCES; S78°54'02"W A DISTANCE OF 422.77' TO A POINT, S78°56'01"W A DISTANCE OF 182.22' TO THE POINT OF BEGINNING; AND CONTAINING 3.323 ACRES OR 144,738 SQUARE FEET.

All subject, however, to any and 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 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 sixty (60) 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 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. 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.

- SIGNATURES TO FOLLOW ON NEXT PAGE -

THE ABOVE PROPOSITION IS HEREBY ACCEPTED, this __ day of _____, 2021.

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 168338

PROPERTY SALE

Bid No. 21-0082-4

Chatham County, Georgia, will be accepting sealed bids on an approved form for the sale of the following surplus real property on July 30, 2021 by no later than 11:00 A.M. in the Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.

Subject Asset

ALL THAT CERTAIN TRACT OF LAND KNOWN AS NORTH PORTION OF LOT B, PORTION OF R.E. LONG TRACT AND PORTION OF THOMAS E. LONG TRACT, 8TH G.M. DISTRICT, CITY OF BLOOMINGDALE, CHATHAM COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS NAIL ALONG THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY HAVING A GRID NORTH, GEORGIA EAST ZONE, NAD 83 COORDINATE OF NORTH: 782,241.60 AND EAST: 925,515.21, THENCE ALONG THE EASTERN PROPERTY LINE OF A 0.65 ACRE PARCEL, N9°12'34"W A DISTANCE OF 205.51' TO A CONCRETE MONUMENT; THENCE ALONG THE PROPERTY LINES OF LOT A AND LOT C, JEAN B. PRESCOTT SUBDIVISION THE FOLLOWING COURSES AND DISTANCES; S65°56'27"E A DISTANCE OF 217.83' TO A CONCRETE MONUMENT, S67°03'48"E A DISTANCE OF 122.97' TO AN IRON PIPE, N9°56'01"E A DISTANCE OF 484.21' TO AN IRON ROD, N10°28'17"E A DISTANCE OF 38.10' TO AN IRON ROD, S85°40'02"E A DISTANCE OF 150.24' CONCRETE MONUMENT; THENCE ALONG THE WESTERN PROPERTY LINE OF COLLINS TRACT, S9°18'00"E A DISTANCE OF 458.85' TO A CONCRETE MONUMENT; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF JIMMY DELOACH PARKWAY THE FOLLOWING COURSES AND DISTANCES; S78°54'02"W A DISTANCE OF 422.77' TO A POINT, S78°56'01"W A DISTANCE OF 182.22' TO THE POINT OF BEGINNING; AND CONTAINING 3.323 ACRES OR 144,738 SQUARE FEET.

All subject, however, to any and 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 \$500,000.

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

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: June 16, 2021

Please send affidavit to:

Chatham County Purchasing & Contracting Department
1117 Eisenhower Drive, Suite C