



DAWSON COUNTY GOVERNMENT

INVITATION FOR BID - NOTICE OF SALE

**SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON
COUNTY BOARD OF COMMISSIONERS (BOC)**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

JULY 31, 2019, AT 10:30AM, EST

**DAWSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
25 JUSTICE WAY, SUITE 2223
DAWSONVILLE, GA 30534**

BID # 347-19

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS IFB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: JUNE 28, 2019

SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC

TABLE OF CONTENTS

BID DOCUMENTS

Invitation for Bidders.....3

General Overview.....4

General Conditions.....7

Property “A” - Parcel #082-006-001 Description.....7

Property “A” - Parcel #092-001-001 Description.....7

Property “B” - Parcel #107-271 Description.....8

Property “C” - Parcel #023-001 Description.....9

Property “D” - Parcel #015-068 Description.....9

Property “E” - Parcel #016-098 Description.....9

Property “F” - Parcel #016B-096 Description.....10

General Terms.....12

Bidder’s Price Proposal Form.....17

Representation Affidavit.....22

Oath.....24

DAWSON COUNTY, GEORGIA
Purchasing Department
25 Justice Way, Suite 2223
Dawsonville, Georgia 30534
Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org

June 28, 2019

INVITATION

This is an invitation to submit a sealed bid to Dawson County for the purchase of real Property, indicated herein. The parcels included in this Notice of Sale are Parcel #015-068; #016B-096; #016-098; #023-001 and #107-271 as individual sales. Parcels #082-006-001 and #092-001-001 shall be sold as one property. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.Bidderregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Bidder Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than July 31, 2019, 10:30 a.m.

There will not be a pre-bid meeting for this solicitation. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than July 19, 2019, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than July 25, 2019, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum. The tentative award date is September 5, 2019.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,

Melissa Hawk

Purchasing Manager

**INVITATION FOR BID – NOTICE OF SALE FOR
SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC**

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO BIDDERS

1. BID SUBMISSION

One (1) original of the complete signed submittal must be received **JULY 31, 2019, AT 10:30AM, EASTERN STANDARD TIME**. Bids must be submitted in a sealed envelope stating on the outside, the Bidder's name, address, **BID #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC** to:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Bidders should **not** email or fax copies of bids. If Bidders email or fax soft copies, Bidder may be immediately disqualified. Soft copies will not be returned.

If sending proposal via UPS, Fed EX or USPS, please list the above information on the outside of the shipping package/envelope to ensure there is no error in opening prior to official opening date.

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Dawson County Government. For a complete listing of holidays please visit www.dawsoncounty.org.

GPS Location

Some GPS systems cannot locate the above named address. Bidders may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Bidders should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. *NOTE: Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

Submission by US Mail must be sent to the below address:

Dawson County Board of Commissioners
Attention: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the Bidder.

2. CONTACT PERSON

Bidders are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email mhawk@dawsoncounty.org** to clarify any part of the IFB requirements. All questions that arise prior to the deadline for questions due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this IFB and also may result in the disqualification of the Bidder's submittal.

Bidders may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any Bidder violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any addendum to this IFB. Where there appears to be a conflict between the IFB and any addenda issued, the last addendum issued will prevail. Bidders are advised to check the website for addenda before submitting their bids.

Bidders must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the Bidder's receipt of any addendum may result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. REJECTION OF BIDS/CANCELLATION

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the

submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this IFB at any time.

6. MIMINUM IFB ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this IFB, the Bidder represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that Bidder any advantage over any other Bidder.

By submitting a proposal, the Bidder represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. COST INCURRED BY BIDDERS

All expenses involved with the preparation and submission of the IFB to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Bidder(s).

9. BID OPENING

Bids will be opened and read immediately following bid deadline at the physical address stated in this document. A copy of the bid tabulation to the IFB will be posted on the County Website within three (3) days after the IFB has been opened.

10. OPEN RECORDS

All materials submitted in connection with this IFB will be public documents and subject to the O.C.G.A. § 50-18-71, Open Records Act and all other laws of the State of Georgia; and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent. Should you believe that your bid contains any trade secrets you must submit an affidavit, along with the bid/proposal, that states that specific portions of the bid/proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the bid/proposal containing any trade secrets. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

11. TAXES

Dawson County Government is tax exempt. The awarded Bidder will be responsible for all current and future taxes regarding each parcel sold by the BOC and purchased by the Bidder.

12. BIDDER INFORMATION

All submissions shall include a completed Bidder's Price Proposal form, a Representation Affidavit form and an Oath form.

13. GRATUITIES

Dawson County acknowledges that it may be customary to provide gifts to employees or departments. However, it shall be unethical for any County employee involved in making procurement decisions to have personal investments in any business entity that creates a Conflict between their private interests and their public duties.

It shall be unethical for any person to offer, give, or agree to give any Dawson County employee, or for any Dawson County employee to solicit, demand, accept, or agree to accept from any Bidder or business, a gift or gratuity in any amount in exchange for any decision, approval, disapproval, or recommendation concerning a solicitation.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

It is intended that the Property Description Section shall define and detail the surplus real Property, via legal description, which the county desires to sell.

B. SALE OF OBJECTIVE

To receive bids for the purchase of the real Property described below and sell such Property to the highest responsive Bidder in accordance with the terms and conditions of this Invitation for Bid. Bids and bid amounts will be obtained from interested Bidders. A reserve price for parcel will be listed on the Bidders Price Proposal Form. The reserve price is the minimum dollar amount that Dawson County will accept as the winning bid to sell the Property.

C. PROPERTY DESCRIPTION:

PROPERTY "A":

An independent revised appraisal obtained by Dawson County on June 24, 2019 appraised the value of the real Property, including improvements (if any) at \$1,100,000.00. However, Dawson County makes no representations to the Bidder regarding this appraisal, and the Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The real Property is located along Shoal Creek Road (North of 718), in Dawsonville, GA. Dawson County does not intend to sale the following parcels separately but, intends to sale as one property. The Dawson County Tax

Records identifies this Property as Parcels #082-006-001 and #092-001-001 (hereinafter, referred to as the “Property”), consists of approximately 77.670 acres, and is more particularly described as:

Tract 1 (#082-006-001):

All that certain tract, parcel or lot of land situated, lying and being in the Land Lots 302, 303, 310 and 311 of the 4th District, 1st Section of Dawson County, Georgia, consisting of 75.82 acres, more or less, together with all improvements, if any, located thereon, and being more particularly set out on a plat of survey dated June 27, 1997, revised August 26, 1997, prepared for Sales Depot by David W. Bealle, G.R.L.S. This Plat is recorded in Plat Book 49, page 75, Dawson County Records, and is incorporated herein by reference for a more detailed description.

Tract 2 (#092-001-001):

All that tract or parcel of land lying and being in Land lots 242 and 303 of the 4th District, 1st Section of Dawson County, Georgia, consisting of 1.85 acres, more or less, together with all improvements located thereon, and being more particularly set out on a Plat of Survey recorded in Plat Book 43, Page 27, Dawson County Records, and is incorporated herein by reference for a more detailed description.

The real estate appraisal can be reviewed by registered vendors at:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4>

PROPERTY “B”:

An independent appraisal obtained by Dawson County on March 12, 2019 appraised the value of the real Property, including improvements (if any) at \$190,000.00. However, Dawson County makes no representations to the Bidder regarding this appraisal, and the Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located along Stacie Lane (South of 66) in Dawsonville, GA. The Dawson County Tax Records identifies this Property as Parcel #107-271 (hereinafter, referred to as the “Property”), consists of approximately 1.380 acres, and is more particularly described as:

All that track or parcel of land lying and being in the Land Lot 498 of the South half of the 13th District of Dawson County, Georgia and being 1.379 acres as shown on survey for Dawson County by Youngman Surveying, Inc., dated November 9, 1995, and recorded in Plat Book 38, Page 21, Dawson County, Georgia Plat Records. Said plat is incorporated herein and made a part hereof by reference.

The real estate appraisal can be reviewed by registered vendors at:

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4>

PROPERTY “C”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located on Grouse Gap Drive, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #023-001 (hereinafter, referred to as the “Property”), consists of approximately 2.5 acres, and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 303 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 3052 of the Wet Mountain Neighborhood of Big Canoe Subdivision, as per last recorded in Plat Book 4, Page 123, of the Dawson County records, and being described in Deed Book 711, Page 107, aforesaid records, and being known as 3052 Grouse Gap Drive.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 25 of this document.

PROPERTY “D”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located at Lot 6295 Disharoon Valley, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #015-068 (hereinafter, referred to as the “Property”), consists of approximately 0.91 acres, and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 278 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 6295, Disharoon Valley, as shown on plat recorded in Plat Book 4, Page 91, Dawson County, Georgia Records. Said plat and the record thereof are herein incorporated for a full and complete legal description.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 29 of this document.

PROPERTY “E”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located at 6319 Valley View Drive, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #016-098 (hereinafter, referred to as the “Property”), consists of approximately 43,057 square feet (or .99 acres), and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 300 of the 5th District, 2nd Section Dawson County, Georgia, being Lot No. 6319 of Disharoon Valley of Big Canoe

Subdivision, per plat recorded in Plat Book 5, Page 69, Dawson County, Georgia. Said plat and the record thereof are herein incorporated for a full and complete legal description.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 33 of this document.

PROPERTY “F”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located at 134 Pine Knoll, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #016B-096 (hereinafter, referred to as the “Property”), consists of approximately 31,380 square feet (or .72 acres), and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 313 of the 5th District, 2nd Section, Dawson County, Georgia, being Lot 7096 of the Toland Mountain Neighborhood of Big Canoe Subdivision, as per plat recorded in Plat Book 5, Page 73, in the Office of the Clerk of the Superior Court of said County, said Plat being by reference incorporated herein and made a part hereof.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 37 of this document.

Completing the Bidder’s Price Proposal Form

- a. Bidders must provide pricing on the **Bidder’s Price Proposal Form** included in this document.

Payment

1. The county will accept cash, certified check(s), or wire transfer for payment of the Property. Payment must be made in U.S. Dollars.
2. The awarded Bidder will be required to make a non-refundable cash deposit per each Property awarded in the amount of 5% (five percent) of the contracted sales price within two (2) business days of receipt of the Notice of Award Letter in accordance with this Invitation for Bid. Payment should be sent to:

Dawson County Board of Commissioners
ATTN: Vickie Neikirk, Chief Financial Officer
25 Justice Way, Suite 2214
Dawsonville, GA 30534
vneikirk@dawsoncounty.org

D. CONTRACT ADMINISTRATION/NOTICES

The project will be administered by the Purchasing Manager. All questions or notices concerning this invitation and all questions or notices arising subsequent to award are to be addressed as follows:

As to Dawson County/Seller:

Dawson County Purchasing Department
Attn: Melissa Hawk
25 Justice Way, Suite 2223
Dawsonville, GA 30534
mhawk@dawsoncounty.org

As to Buyer/Successful Bidder:

To the contact name and address listed on the Bidder's Bid Form submitted to Dawson County

Any notice required herein will be effective if given in writing and delivered personally, or sent by electronic mail, certified, registered or USPS Express Mail, to the receiving party at the mailing address identified on the Bidder's Bid Form.

E. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this IFB should check the website before responding to this IFB.
2. All respondents to this IFB shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this IFB. The issuance of this IFB constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this IFB. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any Bidder submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this IFB is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this IFB or otherwise.
3. Any contract resulting from this IFB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Bidder shall comply with applicable federal, state, and local laws and regulations.

F. PROPERTY EXAMINATION

The Bidder is advised to examine the real estate Property and to inform himself/herself fully as to its conditions, value and other matters that may in any way affect the bid submission. Failure to examine the real estate Property will not relieve the successful Bidder of his obligation to honor the bid submitted.

G. DETERMINATION OF SUCCESSFUL BIDDER

The contract will be awarded to the highest responsible Bidder, if awarded.

a. Responsiveness

The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete proposal form without irregularities, excisions, special conditions, or alternative bids for any time unless specifically requested on the proposal form.

H. FINAL SELECTION

A contract for the purchase and sale of the Property will be awarded to the highest responsible Bidder whose bid conforms to this Invitation for Bid provided; however, the BOC reserves the right to reject any or all bids and/or to waive informalities and minor irregularities in all bids received. If Dawson County approves a bid and issues a Notice of Award based on a bid, the Bidder's Fee Form, along with this Invitation for Bid #346-19, the Representation Affidavit and the Oath shall form and constitute a binding contract for the purchase and sale to purchase the Property according to the terms of such documents. No contract shall be created unless Dawson County approves the sale and issues a Notice of Award to the successful Bidder. If Dawson County approves the sale and issues a Notice of Award, a written Notice of Award document will be electronically mailed to the successful Bidder within forty-five (45) days from the date of the BOC's award.

SECTION III – GENERAL TERMS

A. DEFINITION

Where used in this IFB, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Bid, or Bid Amount, or Bid Price – A binding offer by a Bidder to purchase the Property from the County for a specified amount set forth in a Bid Form in response to an Invitation for Bid.

Bidder – Any person, individual, partnership, association, corporation, governmental entity or a combination thereof, including joint ventures, offering a bid which confirms in a material respects to the requirements set forth in the Invitation for Bid.

Buyer, Successful Bidder, or Awarded Bidder - Any person, individual, partnership, association, corporation, governmental entity or a combination thereof, including joint ventures, whose bid is accepted by Dawson County for the purchase and sale of Property and to whom a Notice of Award for the purchase and sale of the Property is issued.

Dawson County or County – The Dawson County Board of Commissioners (BOC).

Day. Calendar day.

Herein. Refers to information presented in the project manual.

Holidays. Legal holidays designated by the Owner.

Invitation for Bid (IFB) – Executed bidding documents, including documents attached or incorporated by reference, utilized for soliciting bids in accordance with the bidding procedure set forth herein.

Purchase Price, Sales Price or Sale Price – The bid amount submitted by a Bidder that is accepted by the County and upon which a Notice of Award is based.

Property – The Real Property as described in Property A, B, C, D, E, F and G in Section C Property Description.

Sealed Bid – A written response in a sealed envelope or package to an advertised invitation.

Seller – Dawson County

B. VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

C. COMPLIANCE WITH LAWS

The Bidder shall keep himself/herself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged in the purchase.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

D. LAWS OF GEORGIA

Any contract arising from this IFB shall be interpreted, construed and governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

E. CONDITIONS OF SALE

a. Closing – The awarded Bidder, if any, will be responsible for and shall be required to pay at closing all closing costs associated with the sale (which costs will not be credited towards the purchase price), including but, not necessarily limited to:

1. Any Georgia Property transfer tax;
2. All costs, fees and charges to insure title and obtain title insurance;
3. All costs, fees and charges to have the closing attorney search title and prepare the Limited Warranty Deed, owner's affidavit, any buyer's powers of attorney and any and all promissory notes, deeds to secure debt and other loan documents required by any lender providing financing in the transaction;
4. Property surveys, recording costs, courier fees, overnight delivery fees, document preparation fees, delivery, copying and handling charges and all other costs, fees, charges and amounts to otherwise close this transaction except as they relate to the clearance of title encumbrances and discharging liens.

At closing, Buyer will tender to the county the full purchase price for each Property to be acquired, less the deposit and county shall execute and deliver to Buyer the Limited Warranty Deed and any other certifications, affidavits, statements and documents that are reasonably required by Buyer at closing. The transaction shall be closed by a law firm or attorney experienced in real estate transactions selected and paid for by the awarded Bidder and which is agreeable to the county. The closing shall occur in Dawson County. Dawson County shall be entitled to the non-refundable cash deposit if this Agreement is terminated due to the default of the Buyer or due to the failure, inability or refusal of the Buyer to complete the purchase within the time and conditions set forth herein. In such event, the Seller may retain and keep such deposit in its entirety, which shall constitute liquidated damages in full settlement of all claims of the Seller. It is agreed to by parties that such liquidated damages are not a penalty and are a reasonable pre-estimate of the Seller's actual damages, which damages are difficult to ascertain. The awarded Bidder will be required to make a non-refundable deposit for each Property awarded in the form of cash, certified check or wire transfer in the amount of 5% (five percent) of the accepted bid amount within two (2) business days of receipt of the Notice of Award Letter in accordance with the directions therein.

- b. Reserve – A reserve is being placed on each parcel which is listed on the Bidder's Response Form as such. The reserve constitutes the minimum dollar amount that Dawson County will accept as the winning bid. The sale can only be consummated after approval of the bid has been made by the Dawson County Board of Commissioners. If the sale is approved, a Limited Warranty Deed in a form approved by the county attorney will be delivered to the successful Bidder at closing. The Dawson County Board of Commissioners reserves the right to reject any or all bids, waive technicalities and to make the award in the best interest of Dawson County.
- c. Deposit – The successful Bidder must remit a non-refundable cash deposit for each Property awarded to Dawson County in the amount of 5% (five percent) of the purchase price within two (2) days of the Notice of Award. The deposit shall be applied and credited

to the purchase price of the Property at closing. However, if the sale of the Property to the successful Bidder is not consummated as provided for herein for any reason other than Dawson County's default hereunder or election not to proceed with the sale, Dawson County shall be entitled to retain the deposit as liquidated damages, as it would be impracticable and extremely difficult to ascertain the actual damages of Dawson County should the successful Bidder fail to complete the purchase of the awarded Property according to this Invitation for Bid. The liquidated damages represent a reasonable estimate of the damages that Dawson County will incur as a result of such failure. The payment of such liquidated damages is not intended to act as a forfeiture or penalty but, is intended to constitute liquidated damages to Dawson County.

- d. Condition – The Property is being sold as-is, where-is and with all faults. After closing, the sale is final. Bidders are hereby informed that the Seller is unaware of any latent defects in the Property and Dawson County makes no representations or warranties as to the condition of the Property or the serviceability or fitness of the Property for a particular use. Prior to bidding, Bidders, at their sole cost and expense and at their own risk, shall have the opportunity to inspect the Property and conduct any environmental tests and boundary surveys. Bidders are encouraged to obtain the services of a qualified and experienced professional to conduct inspections and/or tests prior to bidding. Bidders are solely responsible for any required remediation and/or resulting damages, include but, not limited to, any effects on health, due to a condition in, on or around the Property. The sale is not contingent upon a successful Bidder obtaining financing for the purchase of the Property.
- e. Termination – At any time, Dawson County shall have the unlimited rights, and at its complete discretion, to elect to terminate the sale of the Property and/or elect to deem any contract for the sale thereof created hereunder null and void and not close the transaction for any reason, and the parties shall be restored to their original positions as if the contract never existed. Should Dawson County exercise any such right under this paragraph (e), Dawson County shall return the deposit but, shall not be obligated to make other reimbursement or payment to the Bidder. In the event the contract is terminated by the Seller or the sale terminated hereunder, or in the event the Seller is otherwise unable to or elects not to proceed with the sale, the Seller's sole liability to the Bidder will be to return the Bidder's deposit, at which time the contract shall cease and terminate and the Seller and the Buyer shall have no further obligations, liabilities or responsibilities to one another.
- f. Title Defects – In the event that a title defect is discovered prior to the closing date, then Dawson County shall have the unlimited right and be entitled to a thirty (30) day extension within which to resolve any title exceptions or defects or other title issues which in any way impede or impair the county's ability to convey title as required herein. If, within such a period, the county determines that it is unable or unwilling, at its sole discretion, to resolve such matters, then the successful Bidder may elect to (1) take title to the subject Property in its then state, thereby waiving any title objections or (2) terminate the contract and receive a refund of the deposit, which shall be the successful Bidder's sole and exclusive remedy against the county for the county's inability or failure to deliver a clear and marketable title. Under either circumstance, the Bidder fully releases Dawson County as fully set forth in Paragraph (g) contained herein.

- g. Indemnification and Hold Harmless – In consideration of the sale of the Property to the successful Bidder, and/or in consideration of \$1, the receipt of which is hereby acknowledged, upon the effective date of the contract, the successful Bidder shall release and agrees to indemnify, hold harmless and forever discharge Dawson County, as owner of the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities or causes of action of any kind or nature whatsoever that the successful Bidder has or may now have at any time in the future pertaining to, relating to, or arising from the Property, this Invitation for Bid, any bid submitted for the Property, any contract or agreement for the sale of the Property, and/or the sale of the Property or its condition. Bidder further expressly waives the (a) remedy of specific performance on account of Dawson County’s default under this Agreement for any reason and (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property purchased. This paragraph (g) and its provisions shall survive any termination of the contract or termination of the sale of the Property and shall also survive the closing and conveyance of the Property to the successful Bidder.
- h. Severability – If any provisions of this Invitation for Bid are determined to be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder hereof.
- i. Brokers and Agents – If any party hires, has hired, and/or uses any such broker or agent in connection with the Property purchased, the party hiring, employing and/or using such broker or agent shall be responsible for paying, outside of the closing, any and all costs or fees arising therefrom. Seller shall not be responsible for paying any costs or fees arising from any broker or agent of the successful Bidder or any other party.
- j. Affidavit and Oath – The Representation Affidavit of Bidder and the Oath forms of which are attached hereto and incorporated herein as Exhibits “A” and “B” respectively need to be completed by the Bidders and submitted along with its Bid. Bidders should complete and execute the affidavit and the oath but, shall not alter the terms thereof. Upon issuance of a Notice of Award, the completed affidavit and oath of the successful Bidder shall be incorporated into this Invitation for Bid by reference and become a part of the successful Bidder’s contract to purchase the Property.
- k. Headings – The headings in this Invitation for Bid have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Invitation for Bid.
- l. Heirs, Successors and Assigns – The terms of this Invitation for Bid, the Bidder’s Bid Form and any contract resulting therefrom shall be binding upon and inure to the benefit of the Buyer and Seller and their respective representatives, heirs, successors and assigns.

-End of This Section-



**IFB #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC
BIDDER'S INFORMATION**

FORM

1. Legal Business Name _____

OR

Full Individual's Name _____

2. Street Address _____

3. City, State & Zip _____

4. Type of Business: _____ State of Registration: _____

(Association, Corporation, Partnership, Limited Liability Company, etc., if applicable)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____

9. Company Website _____
If applicable

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



IFB #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC

BIDDER'S PRICE PROPOSAL FORM

The undersigned agrees, if its bid is accepted, to remit a non-refundable cash deposit to Dawson County per each Property awarded in the amount of 5% (five percent) of the purchase price within two (2) days of Notice of Award. The full bid price of the successful bidder, less the deposit must be received at closing. Further, the undersigned agrees that he/she will comply with and be bound by the terms and conditions of this Bidders Price Proposal Form, the Invitation for Bid #347-19 including but, not necessarily limited to the General Information, Instructions to Bidders and the General Terms and Conditions, the Representation Affidavit and the Oath. If Dawson County issues a Notice of Award based on this bid, the undersigned agrees and understands that this Bidder's Price Proposal Form, along with the documents listed above shall form and constitute a binding contract for the undersigned to purchase the Property according to the terms of such documents.

Please enter your best bid below for each Property for which you are interested. Bids will be considered non-negotiable as related to acceptance and resulting award. Please enter N/A on the properties in which you are not entering a bid.

PROPERTY NAME	AMOUNT OF RESERVE
PROPERTY "A"	\$647,074.00
PROPERTY "B"	\$103,500.00
PROPERTY "C"	\$100,000.00
PROPERTY "D"	\$50,000.00
PROPERTY "E"	\$35,000.00
PROPERTY "F"	\$75,000.00

PROPERTY "A" BID AMOUNT: \$ _____.

PROPERTY "B" BID AMOUNT: \$ _____.

PROPERTY "C" BID AMOUNT: \$ _____.

PROPERTY "D" BID AMOUNT: \$ _____.

PROPERTY "E" BID AMOUNT: \$ _____.

PROPERTY "F" BID AMOUNT: \$ _____.

Bidder's Price Proposal Form Continued on Next Page



IFB #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC

BIDDER'S PRICE PROPOSAL FORM – CONTINUED

If the bid amount for Property “A”, Property “B”, Property “C”, Property “D”, Property “E” and/or Property “F” is accepted or any combination of Property bids are accepted by Dawson County and a Notice of Award is issued by Dawson County on any combination of Property bids, this bid amount shall become the purchase and sale price for the Property as awarded and shall be the sum due to Dawson County by the undersigned Bidder to purchase the said Property.

If a Notice of Award is issued by Dawson County based on this bid, I acknowledge that the successful Bidder will bear all costs of closing (in addition to the bid amount), shall be responsible for submitting a non-refundable cash deposit to Dawson County in the amount of 5% (five percent) of each Property purchase bid amount within two (2) days of Notice of Award, and shall submit the full bid amount, less the deposit, to the county at closing. I further acknowledge that the closing is to be arranged by the Bidder and conducted by an attorney hired by the Bidder which is experienced in real estate matters and acceptable by Dawson County. I further acknowledge that the closing must take place in Dawson County, Georgia.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of the state and federal laws and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this IFB #347-19 and certify that I am authorized to sign this for the Bidder.

The undersigned individual(s) executing this Bid Form represents that he/she is either submitting this bid on his or her own behalf or is the legally authorized representative or agent of the person, individual, firm, company or governmental entity submitting this bid and that he/she has the full legal power and authority to sign this Bid Form, submit this bid on their behalf, and to consummate the transaction and purchase contemplated by this Bid Form and the Invitation for Bid, including submission of the purchase price at closing and execution of any certifications, acknowledgements and agrees that this bid will be binding and enforceable upon Bidder and that a legally binding agreement will be created if the bid is accepted by Dawson County and a Notice of Award is issued by Dawson County to the Bidder. The execution, delivery and performance of this Bid Form by the Bidder has been duly authorized and approved by all necessary action on the part of the Bidder.

This _____ day of _____, 2019.

Please mark as applicable:

This bid is being submitted by: an individual [____]; or company, firm, corporation, association, partnership [____] or governmental entity [____].

Bidder's Price Proposal Form Continued on Next Page



IFB #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC

BIDDER'S PRICE PROPOSAL FORM – CONTINUED

If the Bid Form is submitted by a person in an individual capacity, please print the name(s) of the individual(s) submitting this Bid Form, provide the requested information and sign below to acknowledge and indicate your understanding of the terms of this Bid Form and agreement to be bound by its terms and conditions:

Individual Bidder:

Individual Bidder;

Signature

Signature

Printed Name

Printed Name

Address

Address

Telephone Number;

Telephone Number:

Email

Email

Date

Date

If the bid is submitted by a company, firm, corporation, association, partnership or governmental entity, please print the name of the individual submitting the bid, provide the requested information and sign below to acknowledge and indicate your understanding of the terms of this Bid Form and agreement of behalf such company, firm, corporation, association, partnership or governmental entity to be bound by its terms and conditions:

Full Legal Name of company, firm, corporation, association, partnership or governmental entity submitting the bid: _____

(Print/Type Name)

Bidder's Price Proposal Form Continued on Next Page



IFB #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC

BIDDER'S PRICE PROPOSAL FORM – CONTINUED

Individual authorized to sign and act on behalf of company, firm, corporation, association, partnership or governmental entity: _____

(Print/Type Name)

Signature of Authorized Individual

Title of Authorized Individual

Date

Address

Email

Telephone

NOTE: The County's Local Preference Ordinance shall not apply to this Invitation for Bids – Notice of Sale.

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



IFB #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC

REPRESENTATION AFFIDAVIT

This bid is submitted to the Dawson County Board of Commissioners by the undersigned who is acting in his or her individual capacity or on behalf of a company as an authorized officer of the company. If made on behalf of a company, the undersigned asserts that said company is licensed to do business in Georgia and Dawson County. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the individual if submitted in an individual capacity and on the company if submitted on behalf of a company. Failure to adhere to any of these commitments, at the County's option, may result in termination or revocation of the granted contract and the County retention of the Bidder's deposit.

Consent is hereby given to the County to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the County decides to review this proposal, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the Bidder's proposal with no re-submittal rights.

The successful Bidder understands that the County, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the County's judgment may best serve the public interest of its citizens and employees, may issue a Notice of Award to the successful Bidder, which will form a binding contract. If Dawson County issues a Notice of Award based on a Bidder's bid, the undersigned agrees and understands that the Bidder's Fee Form, along with the Invitation for Bid #01000, Representation Affidavit, and Oath shall form and constitute a binding contract for the Bidder to purchase the property according to the terms of such documents.

The successful Bidder asserts and represents that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive Bid is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Please mark as applicable: This bid is being submitted by: an individual [_____]; or a company, firm, corporation, association, partnership, or governmental entity [_____]. If the bid is submitted by a person in an individual capacity, please print the name(s) of the individuals submitting the bid, provide the requested information, and sign below to acknowledge and indicate your understanding, agreement, and representation of the terms of this affidavit:



IFB #347-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC

REPRESENTATION AFFIDAVIT (CONT)

Signature: _____ Signature: _____

Name: _____ Name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

E-mail: _____ E-mail: _____

Date: _____ Date: _____

If the bid is submitted on behalf of a company, firm, corporation, association, partnership, or governmental entity, please print the name of the individual submitting the bid, provide the requested information and sign below to acknowledge and indicate your understanding, agreement, and representation of the terms of this affidavit on behalf of the Company:

Full Legal Name of company, firm, corporation, association, partnership, or governmental entity submitting the bid: _____

Individual authorized to sign and act on behalf the company, firm, corporation, association, partnership, or governmental entity: _____

(Print/Type)

Signature of Authorized Individual: _____ Date: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



OATH

**State of Georgia
County of Dawson**

I, _____ (name of individual), solemnly swear that in the procurement of the contract for **Sale of Surplus Real Property Owned by Dawson County** that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me as an individual or my business, corporation or partnership has caused or induced any other Bidder to withdraw his/her Bid from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This _____ day of _____, 20_____.

By _____

Corporate or Partnership Name

Sworn to and subscribed

Before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**PROPERTY "C" DAWSON COUNTY BOARD OF ASSESSORS APPRAISAL VALUE
PARCEL #023-001**

023 001

2019 Dawson County Board of Assessors

5/24/2019 10:39:11 AM
Acct # 3342
elaïne

Owner Information

DAWSON COUNTY GEORGIA
25 JUSTICE WAY
STE 2313
DAWSONVILLE, GA 30534

General Property Information

SITUS	1121 GROUSE GAP DRIVE	Imp Val	0
LEGAL	LOT 3052 WET MTN LL 303 LD 5-2	Acc Val	
Tax District	UNINCORP ORATED	Land Val	100,000
Total Acres	0.00 LL	Total Value	
Zoning	RPC LD	2018 : 100,000	2017 : 100,000
Unit	Return Value	2016 : 100,000	2015 : 100,000
Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00
Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Wet Mountain - 1.00

SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY GA	FORMICA FACUNDO & SIMA	06/07/2011	989 628		2,483 E3			0 TS
FORMICA FACUNDO & SIMA	HUNNINGER LAWRENCE RICHARD	12/20/2005	711 107	4 123	22,000 R3			0 LM
HUNNINGER LAWRENCE RICHARD	BUSINESS VACATION CONCEPTS	03/04/2004	582 223	4 123	10,000 R3			0 LM

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj	Value
E1	717 Res-Big Canoe (Lot - \$50k)	Lot	1.00	0	0			50,000.00	50,000.00	1.00	50,000

023 001

Review: 6/16/2017 by A PERMITT

Page 1 of 1

Filed in Office: 06/23/2011 11:30AM
Deed Doc: TAXD
Bk 00989 Pg 0628-0629
Justin Power Clerk of Court
Dawson County
0422011000694

STATE OF GEORGIA
COUNTY OF DAWSON

PARCEL #023-001

TAX SALE DEED

THIS INDENTURE, made this 7th day of June, 2011 between

Linda G. Townley, Ex-Officio Sheriff of Dawson County

Party or parties of the first part, hereinafter referred to as "Grantor", and

Dawson County, Georgia, a political subdivision of the State of Georgia,
acting through its Board of Commissioners
78 Howard Avenue East, Suite 100, Dawsonville, Georgia 30534

Party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor and Grantee" to include the masculine and feminine gender, the singular and the plural, and the respective heirs, legal representatives, successors and assigns of the parties were where the content requires or permits;

WHEREAS, Linda G. Townley, Ex-Officio Sheriff of Dawson County, Georgia, did levy a writ of fieri facias issued by Linda Townley Tax Commissioner of Dawson County, Georgia against Facundo Formica and Sima Formica and,

WHEREAS, said levy was made for the purpose of collecting delinquent state and county ad valorem property taxes for the year 2009; and,

WHEREAS said levy was made on April 27, 2010 on the following described tract of land, to wit:

All that tract or parcel of land lying and being in: Land Lot 303 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 3052 of the Wet Mountain Neighborhood of Big Canoe Subdivision, as per plat recorded in Plat Book 4, Page 123 of the Dawson County records, and being described in Deed Book 711, Page 107, aforesaid records, and being known as 3052 Grouse Gap Drive.

TO HAVE AND TO HOLD this said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of said party of the second part, her heirs and assigns forever in FEE SIMPLE.

As described in Deed Book 711, Page 107. Further described as Map & Parcel 023-001.

WHEREAS, said property was levied upon as the property of Facundo Formica and Sima Formica followed by advertisement by due and legal publication as required by law being made in *Dawson Community News*, a newspaper published in Dawson County, Georgia in which Sheriff's sales are published; and,

WHEREAS, said Ex-Officio Sheriff did proceed to expose for sale the above described tract during the legal hours of sale in accordance with law, before the courthouse doors of Dawson County Courthouse the same being the 7th day of June, 2011, the same being the date advertised for sale; and,

WHEREAS, the above named grantee was the highest and best bidder for the sum of \$2,482.52 (Two Thousand Four Hundred Eighty-Two and 52/100) DOLLARS.

WITNESSETH:

For and in consideration of the above payment, in hand paid, the receipt of which is hereby acknowledged, the undersigned Ex-Officio Sheriff does hereby bargain, grant an convey, and sell unto grantees herein, in accordance with her lawful authority granted by the laws of the State of Georgia to conduct sheriff's sales, the above described tract or parcel of land together with improvements thereon. To have and to hold the above granted premises unto the grantees herein in as full and ample a manner as the same was held by Facundo Formica and Sima Formica when the said property was levied on and sold.

This conveyance is made without warranty of title and is further made subject to the rights of redemption of Facundo Formica and Sima Formica in accordance with O.C.G.A. § 48-4-40 et. seq.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, Sealed and Delivered in the presence of

Shelly D. Martin
Unofficial Witness

Linda G. Townley
Linda G. Townley, Ex-Officio Sheriff
Dawson County, Georgia

Lauren Leigh Thompson
Notary Public, State of Georgia



**PROPERTY "D" DAWSON COUNTY BOARD OF ASSESSORS APPRAISAL VALUE
PARCEL #015-068**

015 068

2019 Dawson County Board of Assessors

5/24/2019 10:39:50 AM
Acct # 2551
elaine

Owner Information

DAWSON COUNTY
DAWSONVILLE, GA 30534

General Property Information

SITUS	6295	Values	Imp Val	0
LEGAL	LOT 6295 DISHARROON VALLEY LL 299 LD 5-2	Acc Val		
Tax District	UNINCORP ORATED	Land Val		50,000
Total Acres	0.91 LL	Total Value		50,000
Zoning	RPC	2018 : 22,000		
Unit	LD	2016 : 22,000		
Return Value	0	2017 : 22,000		
		2015 : 22,000		

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Disharoon Valley - 1.00
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SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY	REAL ESTATE TAX FUND	05/04/2004	594 566			0 E4		0 T1
DAWSON COUNTY	REAL ESTATE TAX FUND	04/07/1999	304 438			0 R3		10,000 GV
REAL ESTATE TAX FUND	HAMES MARGIE PITTS	05/13/1997	241 214			2,500 R3		14,000 GV

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj	Value
E1	717 Res-Big Canoe (Lot - \$50K)	Lot	1.00	0	0			50,000.00	50,000.00	1.00	50,000

PARCEL #015-068

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 8:30A M. 4/7/99
Recorded in Deed Book 307 Page 438-439
This 7 day of April 19 99

Return to: Dawson County
P. O. Box 192
Dawsonville, GA 30534

Leslie M. McDaniel, CLERK

Cross Index:

Grantor: MARGIE PITTS HAMES
Grantee: DAWSON COUNTY

SHERIFF'S TAX DEED

GEORGIA, DAWSON COUNTY

WHEREAS, Hubert Bailey, as Ex-Officio Sheriff of Dawson County, did on the 2nd day of March, 1999 levy a writ of fieri facias, issued by Hubert Bailey as Tax Commissioner of said County, Georgia, against Margie Pitts Hames for 1997 state and county taxes, upon that certain tract, parcel and lot of land and the improvements thereon, in said County of Dawson, State of Georgia, to-wit:

All that tract or parcel of land lying and being in Land Lot 278 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 6295, Disharoon Valley, as shown on plat recorded in Plat Book 4, page 91, Dawson County, Georgia Records. Said plat and the record thereof are herein incorporated for a full and complete description.

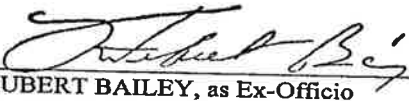
levied upon as the property of Margie Pitts Hames and after due and legal publication (as required by law), being made in the *Dawson News and Advertiser*, a newspaper published in said County of Dawson in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above-described, to satisfy a tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 2nd day of March, 1999, the same being a day of sale, for the sale of same according to law, at the courthouse door in said County, when said property was then offered for sale and **DAWSON COUNTY** being then and there the highest bidder at and for the sum of **FOUR HUNDRED NINETY-NINE & 63/100 (\$499.63) DOLLARS**, the said property was then and there knocked off to **DAWSON COUNTY**.

WITNESSETH:


That for and in consideration of the sum of **FOUR HUNDRED NINETY-NINE & 63/100 (\$499.63) DOLLARS**, cash to him in hand paid by **DAWSON COUNTY**, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the said Hubert Bailey, as Ex-Officio Sheriff of **DAWSON COUNTY**, **GEORGIA**, has granted, bargained and sold, and doth by these presents grant, sell, and bargain unto the said **DAWSON COUNTY**, its successors and assigns, so far as the office of Ex-Officio Sheriff authorized him to sell, all that tract, parcel of land in said County, and the improvements thereon as above-described.

TO HAVE AND TO HOLD the above granted premises unto **DAWSON COUNTY**, its successors and assigns in as full and ample a manner as the same was held and possessed by said Margie Pitts Hames, when the property was levied upon and sold, subject to any rights of redemption such as may be provided for by law.

IN WITNESS WHEREOF, the said Hubert Bailey, as Ex-Officio Sheriff of DAWSON COUNTY, GEORGIA, hath hereunto set his hand and affixed his seal, the day and year first above written.


HUBERT BAILEY, as Ex-Officio Sheriff of DAWSON COUNTY, GEORGIA (SEAL)

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

My commission expires: 2-15-2001

(AFFIX NOTARY SEAL)

**PROPERTY "E" DAWSON COUNTY BOARD OF ASSESSORS APPRAISAL VALUE
PARCEL #016-098**

016 098

2019 Dawson County Board of Assessors

5/24/2019 10:40:28 AM
Acct # 2832
elaine

Owner Information

DAWSON COUNTY
P O BOX 192
DAWSONVILLE, GA 30534

General Property Information

SITUS	6319 VALLEY VIEW DRIVE	Imp Val	0
LEGAL	LOT 6319 LL 300 LD 5-2 BIG CANOE	Acc Val	
Tax District	UNINCORP ORATED	Land Val	35,000
Total Acres	0.00	Total Value	35,000
Zoning	RPC	2018 : 10,000	
Unit	LD	2016 : 10,000	
	Return Value	2017 : 10,000	
		2015 : 10,000	

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Disharoon Valley - 1.00
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SALES INFORMATION

Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY	03/20/1996	214 2 64	5 6 9	853 R3		10,000 GV	
GEORGIA	09/01/1985	83 276		10,000 A3		15,000 FM	

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj Value	Value
E1	736 Res-Big Canoe (Lot - \$35k)	Lot	1.00	0	0			35,000.00	35,000.00	1.00	35,000

DAWSON COUNTY, GEORGIA
 REAL ESTATE TRANSFER TAX
 PAID \$ 81.00
 DATE 3-28-96
 BECKY MCCORD, CLERK
 SUPERIOR COURT

Cross Index:
 Grantor: **MARIE MOSS**
 Grantee: **DAWSON COUNTY, GA**

SHERIFF'S TAX DEED

GEORGIA, DAWSON COUNTY
 CLERK'S OFFICE, SUPERIOR COURT
 FILED FOR RECORD
 AT 2:45 P M ON 3-28-96
 Recorded by Becky Book 214 Page 262365
 This 20 day of MARCH 19 96
Becky McCord CLERK

GEORGIA, DAWSON COUNTY

WHEREAS, Hubert Bailey, as Ex-Officio Sheriff of Dawson County, did on the 6th day of February, 1996 levy a writ of fieri facias, issued by Hubert Bailey, as Tax Commissioner of said County, Georgia, against **MARIE MOSS** for 1994 state and county taxes, upon that certain tract, parcel and lot of land and the improvements thereon, in said County of Dawson, State of Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot 300 of the 5th District, 2nd Section Dawson Co. GA being Lot No. 6319 of Disharoon Valley of Big Canoe Subdivision, per plat recorded in Plat Book 5, page 69, Dawson Co., GA. Said plat and the record thereof are herein incorporated for a full and complete legal description.
Subject to all easements, restrictions and covenants of record.

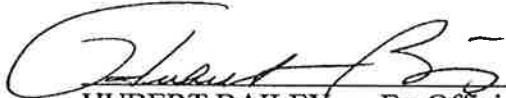
levied upon as the property of **MARIE MOSS** and after due and legal publication (as required by law), being made in the Dawson County Advertiser, a newspaper published in said County of Dawson in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above described, to satisfy a tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 6th day of February, 1996, the same being a day of sale, for the sale of same according to law, at the courthouse door in said County, when said property was then offered for sale and **DAWSON COUNTY, GA** being then and there the highest bidder at and for the sum of **EIGHT HUNDRED FIFTY THREE AND 33/100 Dollars**, the said property was then and there knocked off to **DAWSON COUNTY, GA**

W I T N E S S E T H:

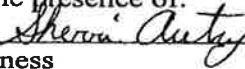
That for and in consideration of the sum of **EIGHT HUNDRED FIFTY THREE AND 33/100 Dollars**, cash to him in hand paid by **DAWSON COUNTY, GA** at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the said Hubert Bailey, as Ex-Officio Sheriff of **DAWSON COUNTY, GA** has granted, bargained and sold, and doth by these presents grant, sell, and bargain unto the said **DAWSON COUNTY, GA**, his heirs and assigns, so far as the office of Ex-Officio Sheriff authorized him to sell, all that tract, parcel of land in said County, and the improvements thereon as above described.

TO HAVE AND TO HOLD the above granted premises unto **DAWSON COUNTY, GA** his heirs and assigns in as full and ample a manner as the same was held and possessed by said **MARIE MOSS** when the property was levied upon and sold, subject to any rights of redemption such as may be provided for by law.

IN WITNESS WHEREOF, the said Hubert Bailey, as Ex-Officio Sheriff of DAWSON COUNTY, GA, hath hereunto set his hand and affixed his seal, the day and year first above written.

 (SEAL)
HUBERT BAILEY, as Ex-Officio
Sheriff of DAWSON COUNTY, GA

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

My Commission expires:
(AFFIX NOTARY SEAL)

Notary Public, Dawson County, Georgia
My Commission Expires April 21, 1997

James M. Walters
311 Green St., Ste. 103
Gainesville, GA 30501
(770) 536-3264

**PROPERTY "F" DAWSON COUNTY BOARD OF ASSESSORS APPRAISAL VALUE
PARCEL #016B-096**

016B 096

2019 Dawson County Board of Assessors

5/24/2019 10:41:15 AM
Acct # 3091
elaine

Owner Information

DAWSON COUNTY
25 JUSTICE WAY SUITE 1222
DAWSONVILLE, GA 30534

General Property Information

SITUS	134 PINE KNOLL	Imp Val	0
LEGAL	LL 313 LD 5-2 LOT 7096 BIG CANOE	Acc Val	
Tax District	UNINCORP ORATED	Land Val	75,000
Total Acres	0.00	Total Value	75,000
Zoning	RPC	2018 : 35,000	
Unit	LD	2017 : 35,000	
Return Value	0	2016 : 35,000	

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Toland Mountain - 1.00
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SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY	DAVIS BRYAN P	02/26/1992	151 118		0 0		14,000	GV
DAVIS BRYAN P	BROSSARD J RAYMOND	07/15/1982	64 515		4,000 0		15,000	FM
BROSSARD J RAYMOND		12/16/1978	42 493		1,500 0		15,000	FM

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj Value	Value
E1	718 Res-Big Canoe (View Lot-Av)	Lot	1.00	0	0			75,000.00	75,000.00	1.00	75,000

016B 096

Review: 6/16/2017 by A REVIEW

PARCEL #016B-096

Cross Index:
Grantor: BRYAN DAVIS
Grantor: DAWSON COUNTY, GEORGIA
Grantee: DAWSON COUNTY, GEORGIA

SHERIFF'S TAX DEED

GEORGIA, DAWSON COUNTY

WHEREAS, Hubert Bailey, Ex-Officio Sheriff of said County, did on the 4 day of Feb, 1992, levy a writ of fieri facias, issued by Hubert Bailey, Tax Commissioner of Dawson County, Georgia, against BRYAN P. DAVIS for 1990 state and county taxes, upon that certain tract, parcel and lot of land and the improvements thereon, in said County of Dawson, State of Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot(s) 313, of the 5th District, 2nd. Section, Dawson County, Georgia, being Lot 7096 of the Toland Mountain Neighborhood of Big Canoe Subdivision as per plat recorded in Plat Book 5, Page 73, in the Office of the Clerk of the Superior Court of said County, said Plat being by reference incorporated herein and made a part hereof.

SUBJECT TO easements, restrictions and reservations of record.

levied upon as the property of BRYAN P. DAVIS and after due and legal publication (as required by law), being made in Dawson County Advertiser, a newspaper published in said County of Dawson in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above described, to satisfy a tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 4th day of February, 1992, the same being a day of sale, for the sale of the same according to law, at the courthouse door in said County, when said property was then offered for sale and DAWSON COUNTY, GEORGIA, being then and there the highest bidder at and for the sum of THREE HUNDRED FIFTY-FIVE AND 60/100 (\$355.60) Dollars, the said property was then and there knocked off to DAWSON COUNTY, GEORGIA.


Now, this indenture, made and entered into this the 4th day of February, 1992, between Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, of the one part, and DAWSON COUNTY, GEORGIA, of the County of DAWSON and the State of Georgia, of the other part.

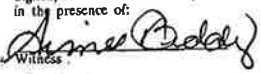
WITNESSETH:

That for and in consideration of the sum of THREE HUNDRED FIFTY-FIVE AND 60/100 (\$355.60) Dollars, cash to him and hand paid by DAWSON COUNTY, GEORGIA at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the said Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, has granted, bargained and sold, and doth by these presents grant, bargain and sell unto the said DAWSON COUNTY, GEORGIA, its heirs and assigns, (so far as the office of Ex-Officio Sheriff authorizes him to sell) all that tract, parcel and lot of land in said County, and the improvements thereon as above described.

TO HAVE AND TO HOLD the above granted premises unto DAWSON COUNTY, GEORGIA, its heirs and assigns in as full and ample a manner as the same was held and possessed by said BRYAN P. DAVIS when the property was levied upon and sold, subject to any rights of redemption such as may be provided for by law.

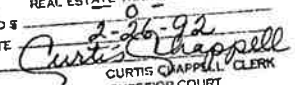
IN WITNESS WHEREOF, the said Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, hath hereunto set his hand and affixed his seal, the day and year first above written.

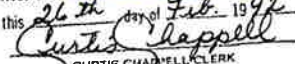
 (SEAL)
HUBERT BAILEY, Ex-Officio
Sheriff of Dawson County, Georgia

Signed, sealed and delivered,
in the presence of:

Witness


Notary Public
MY COMMISSION EXPIRES APRIL 15, 1999

My Commission Expires:
APPENDIX NOTARY SEAL)
P. 0. 0. TAX DEEDS. 92

DAWSON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 0
DATE 2-26-92

CURTIS CHAPPELL, CLERK
SUPERIOR COURT

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
of 1:27 P. M. 2-26-92
Recorded in Book 151 Page 118
this 26th day of Feb. 1992

CURTIS CHAPPELL, CLERK