

INVITATION FOR SALE BY SEALED BID

SB NO. 17-014

4 PARCELS IN THE 10TH G.M. DISTRICT

TRACT E - 4.086 ACRES*

(only one acre of this tract is for sale – see Section 1, Paragraph 3, Part C)

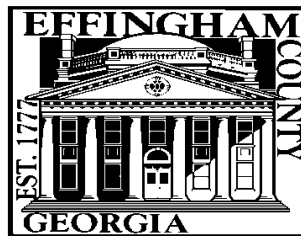
TRACT G – 1.327 ACRES

TRACT H – 1.058 ACRES

TRACT I – 1.213 ACRES

FOR

EFFINGHAM COUNTY BOARD OF COMMISSIONERS



Invitation Date: Tuesday December 6, 2016
Date of Bid Opening: Thursday January 5, 2017
Time of Bid Opening: 11:00 a.m. (local time)
Location of Bid Opening: 601 North Laurel Street, Springfield, GA 31329
Purchasing Contact Information: Fiona Charleton, Purchasing Agent
fcharleton@effinghamcounty.org
601 North Laurel Street
Springfield, GA 31329
Tel: 912-754-2159 Fax: 912-754-4157

Section 1 - Instructions to Bidders

Effingham County Board of Commissioners invites sealed bids for the sale of County-owned real property, known as **SB 17-014 – Surplus Land for Sale by Sealed Bid**.

1. Description of Property – warranty deed attached.

TRACT E – 4.086 ACRES - ONLY ONE ACRE IS FOR SALE *(the parcel will be subdivided when a bid has been accepted by the County)* –All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract E, containing 4.086 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

TRACT G – 1.327 ACRES - All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract G, containing 1.327 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

TRACT H – 1.058 ACRES - All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract H, containing 1.058 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

TRACT I – 1.213 ACRES - All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract I, containing 1.213 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

2. General Information

- a. The Bid Document: This invitation for Sale by Sealed Bid and supporting documents can be downloaded from the Effingham County website, www.effinghamcounty.org, under the Purchasing Tab. This package is also available at the Administrative Complex, 601 North Laurel Street Springfield, GA 31329 in the Purchasing Office.

- b. Bid Contact:

Fiona Charleton, Purchasing Agent
601 North Laurel Street
Springfield, GA 31329
Email: fcharleton@effinghamcounty.org
Phone: 912-754-2159 Fax 912-754-8413

SB 17-014 – Surplus Land for Sale by Sealed Bid

3. Terms and Conditions Applicable to Sale

- a. The property is being offered and will be sold “as is”, “where is” and “with all faults” and will be conveyed by quit claim deed only.
- b. Bidder can bid on one or all of the parcels.
- c. *The 4.086 acre parcel is not intended to be sold in its entirety. The County wishes to sell one acre of the 4.086 acre parcel. The parcel will be subdivided when a bid has been accepted by the County and a contract is in place.
- d. At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to Effingham County Board of Commissioners in the amount of 10% of the bid amount. The earnest money of all unsuccessful bidders shall be immediately returned upon completion of the bid evaluation and acceptance by the Board of Commissioners.
- e. At the time of submission of the offer, the Bidder must provide evidence of availability of funds from a banking institution (Proof of Funds). A mortgage or loan commitment does not constitute Proof of Funds for purposes of this transaction.
- f. Any and all due diligence and property inspections must be completed before the date of the bid opening.
- g. Funds shall be collected from the Successful Bidder at the closing in the form of a cashier’s check, wire transfer or bank issued check.
All closing costs, including the County’s closing attorney’s fees, shall be borne by the successful Bidder and shall be paid at closing. The successful bidder can select the closing attorney of their choice. Closing by attorney may not be required if all cash sale.

4. Questions and Answers

Any questions regarding the bid documents or the bid process that are not answered in the invitation for Sale by Sealed Bid shall be directed in writing to the Purchasing Agent no later than **Monday December 19, 2016 at 12.00pm (local time)**, no response will be given to questions received after **Monday December 19, 2016 at 12.00pm (local time)**. Questions may be hand delivered, emailed or faxed. Contact information is listed on the title page of this Invitation.

The County’s answers to duly initiated questions will be in the form of written Addenda to the Invitation to Bid. The Addenda will be posted on the Effingham County website www.effinghamcounty.org, under the purchasing tab on or before **Thursday December 22, 2016 at 2.00pm (local time)**. Bidders should check the County’s website prior to preparing a bid for any addenda that may have been posted. No verbal response will bind the County. Only the County’s written communications (this invitation and any Addenda) constitute an official response.

5. Preparation and Submission of Bids

Bid forms must be submitted in accordance with the following instructions:

- a. Bidders shall submit one (1) original bid. A completed Bid consists of the following documents listed below, duly executed as appropriate:
 - Bid Schedule – must use form attached
 - Real Estate Sales Contract – must use form attached
 - Non-collusion Affidavit – must use form attached
 - Proof of Funds
 - Earnest Money Deposit
 - Evidence of Authority to sign – when applicable
- b. Documents shall be signed and dated in blue ink. All blank spaces must be typed or handwritten in blue ink. Any corrections to any entry must be lined out and initialed by the

SB 17-014 – Surplus Land for Sale by Sealed Bid

Bidder. Use of correction tape or fluids is prohibited. Dollar amounts should be in words AND represented numerically. The written words will control if there is a discrepancy.

- c. If the Bidder is a company or organization, bids shall be signed by hand by an officer or principal of the Bidder with the authority to execute a Real Estate Sales Contract. Joint ventures, consortia, associations or partnerships shall be treated the same. Evidence of the signatory's authority to sign and a listing of the full names and addresses or all partnerships in the joint venture, consortium, association or partnership shall be attached to the Bid submittal.
- d. Bids must be sealed and clearly marked with the bidders name and address and the following identification:

SB No. 17-014 – Sealed bid for Sale of Surplus Land

- e. Bids shall be addressed and delivered to:
Effingham County Purchasing Department
601 North Laurel Street
Springfield, GA 31329

- 6. Withdrawal of Bids – Bids may not be withdrawn once they have been received and opened by the County.

7. Bid Opening

Bids shall be opened publically on **Thursday January 5, 2017 at 11.00 a.m (local time)**, at the place and date found on the cover page of this invitation. The name of each bidder and the amount of each bid shall be read aloud.

Any bid received after the stated date and time shall not be considered. It shall be the sole responsibility of the bidder to have their bid delivered on or before the stated date and time. If a bid is sent by the U.S. mail, or by any courier delivery service the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed for any reason will not be considered or opened, and will be returned to the bidder at their request and expense.

8. Right to Reject Bids

The County reserves the right to reject any and all bids and cancel the sale at any time prior to closing. Any and all bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation for Sale by Sealed Bids.

9. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and policies of Effingham County shall apply.

10. Basis of Award

The award shall be made to the highest responsive and responsible bidder, provided that the price offered is equal to or greater than US\$15,000 per acre. All bids may be rejected if they are deemed in the judgment of the County to be non-responsive to the Invitation for Sale by Sealed Bids.

Responsive Bidder: The evidence submitted by the bidder shall satisfy the County that the bidder has the capacity to complete the purchase of the property.

Responsible Bidder: A bidder shall submit a complete Bid that includes all documents as set forth herein, and any pertinent Addenda, without irregularities, exclusions, special conditions, or

alternatives unless specifically request in the invitation, AND the amount of the bid is not less than the fair market value as determined by County appraisal.

11. Return of Earnest Money to Unsuccessful Bidders

Upon completion of the Bid Evaluation by the Purchasing Agent and acceptance by the Board of Commissioners, all bidders shall be notified that a Successful Bidder has been selected. At that time, return of the earnest money shall be made to all unsuccessful bidders by certified mail.

12. Notice of Award and Closing

Upon completion of the bid evaluation by the Purchasing Agent and acceptance by the Board of Commissioners, the Purchasing Agent shall send the Successful Bidder a Notice of Award and request the preparation of a quit claim deed by the closing attorney.

Once the quit claim deed has been prepared the closing attorney will provide instructions to the Successful Bidder in all matters relating to the closing, including time and date of the closing, and the type and amount of funds to be collected at the closing.

Upon the proper closing of the transaction, the Purchasing Agent or County Clerk will distribute any documents and cause the deed to be recorded in the office of the Superior Court Clerk of Effingham County.

13. County's Rights Upon Failure of Successful Bidder to Close

In accordance with the provisions of this Invitation, the County shall, as may be deemed necessary, pursue its rights upon the failure of the Successful Bidder to close the transaction for which Notice of Award has been made. If for any reason, the Successful Bidder fails to close within 30 days of the Notice of Award, i.e. fails to render full payment, such failure shall be construed as refusal to pay the consideration due under the terms of the Real Estate Sales Contract and Invitation for Sale by Sealed Bid and as a refusal to accept the County's deed. The County shall, at its option, retain the earnest money deposit and have the right to pursue any and all remedies available to it at law or in equity, including but not limited to the right to specific performance. If the County is successful in enforcing its right to specific performance, the County may demand that the Successful Bidder pay the County's attorney's fees related to the enforcement of the Real Estate Sales Contract.

14. Successful Bidder's Rights Upon Failure of the County to Close

Subject to the County's rights to reject any and all bids, the County shall tender a duly executed quit claim deed conveying the land or interest in real property offered by it for sale within 120 days after Notice of Award to the Successful Bidder. Failure by the County to close and deliver such quit claim deed within the 120 day period shall entitle the Successful Bidder to refuse to close the transaction by giving written notice of such action to the Purchasing Agent. Upon receipt of such written notice of refusal, the County shall cancel the transaction and return all Earnest Money to the Successful Bidder. Neither the County nor the Successful Bidder shall be liable to any party in respect as a result of such refusal to close the transaction under this circumstance.

15. All Cash Sale

In the event that the Successful Bidder has sufficient funds on hand to provide for an all cash sale, a closing may not be required. The deed will be delivered upon the exchange of funds and any attorney's fees, not to exceed \$500, will be the responsibility of the Successful Bidder. The maximum attorney's fees are only capped for an all cash sale.

Bid Schedule (page 1)

**Bid Number: SB 17-014
Surplus Land for Sale by Sealed Bid**

Bidder’s Name or Legal Business Name: _____

My Bid to Purchase the property listed as **TRACT E – 4.086 ACRES - ONLY ONE ACRE IS FOR SALE (the parcel will be subdivided when a bid has been accepted by the County and a contract is in place)** –

All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract E, containing 4.086 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1 – is

\$ _____ (dollar amount in numbers)

\$ _____ (dollar amount in words)

My Bid to Purchase the property listed as **TRACT G – 1.327 ACRES** - *All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract G, containing 1.327 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1- is*

\$ _____ (dollar amount in numbers)

\$ _____ (dollar amount in words)

My Bid to Purchase the property listed as **TRACT H – 1.058 ACRES** - *All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract H, containing 1.058 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1 - is*

\$ _____ (dollar amount in numbers)

\$ _____ (dollar amount in words)

Bid Schedule (page 2)

My Bid to Purchase the property listed as **TRACT I – 1.213 ACRES** - *All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract I, containing 1.213 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1- is*

\$ _____ (dollar amount in numbers)

\$ _____ (dollar amount in words)

I have enclosed my earnest money deposit in certified funds in the amount of \$ _____ (dollar amount in numbers) \$ _____ (dollar amount in words) which is equal to 10% of my complete bid amount of \$ _____ (dollar amount in numbers) \$ _____ (dollar amount in words).

In submitting this bid, the bidder acknowledges the following:

- Sale will be to the highest responsive and responsible bidder, provided that the price offered is equal to or greater than US\$15,000 per acre.
- Bids may not be withdrawn once they have been received and opened by the County.
- The property is being sold “as is” “where is” and “with all faults” and will be conveyed by Quit Claim Deed only
- At the time of submission of the offer, the Bidder must submit earnest money in certified funds made payable to Effingham County in the amount of 10% of the complete bid amount.
- At the time of submission of the offer, the Bidder must provide evidence of availability of funds with an irrevocable letter of availability of funds from a banking institution (Proof of Funds).
- Any and all due diligence and property inspections should be completed before the date of the Bid Opening since no provision is made for due diligence period once bids have been opened
- Funds shall be collected from the Successful Bidder in the form of cash, cashier’s check, wire transfer or bank issued check
- All closing costs, including the County’s closing attorney’s fees shall be borne by the Bidder and shall be paid at closing
- Successful Bidder must close on property in accordance with the terms and conditions of the Real Estate Sales Contract and the Invitation for Sale by Sealed Bid.

Bidders Address: _____

Phone: _____ Email Address: _____

Bidders Title (if appropriate): _____

Bidders Signature: _____ Date: _____

Real Estate Sales Contract

1. The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract or parcel of land lying and being in Land Lot(s) (STRIKE THROUGH THOSE TRACTS THAT ARE NOT APPLICABLE).

TRACT E – 4.086 ACRES - ONLY ONE ACRE IS FOR SALE (the parcel will be subdivided when a bid has been accepted by the County and a contract is in place) –All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract E, containing 4.086 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

TRACT G – 1.327 ACRES - All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract G, containing 1.327 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

TRACT H – 1.058 ACRES - All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract H, containing 1.058 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

TRACT I – 1.213 ACRES - All that certain tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract I, containing 1.213 acres, more or less that is shown and more particularly described by the plat of survey of lands of the estate of D.B. Warnell, made by A.G. Wells, Jr. G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-1.

together with all improvements, appliances, lighting fixtures, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto; also all plants, trees and shrubbery now on the premises (collectively the "Property"). The Purchase Price of the property shall be:

TRACT E - \$ _____ (dollar amount in numbers)
_____ (dollar amount in words)

TRACT G - \$ _____ (dollar amount in numbers)
_____ (dollar amount in words)

TRACT H - \$ _____ (dollar amount in numbers)
_____ (dollar amount in words)

TRACT I - \$ _____ (dollar amount in numbers)
_____ (dollar amount in words)

to be paid as follows:

2. Cash Sale. This is a cash transaction with no contingencies for financing allowed and Purchaser shall pay all closing costs including the cost of the County's Closing Attorney's fee(s).
3. Earnest Money. A good faith deposit of US Dollars in certified funds in the amount of _____ (10% of the complete bid amount) is herein paid as a part of this Bid and shall be treated as Earnest Money. The amount of the good faith Earnest Money deposit shall be applied toward the Purchase Price at closing. *Disbursement of Earnest Money:* Effingham County may (i) disburse the Earnest Money to Buyer if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Buyer at Closing; (iii) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of disbursement of the Earnest Money; (iv) disburse the Earnest Money upon order of a court or arbitrator which has jurisdiction over the matter; or (v) if the Contract has been terminated or Closing has failed to occur, no more than thirty (30) days after the date of the Notice of Award, Effingham County shall notify all parties of its disbursement decision. Upon receipt of said decision, the buyer shall have ten (10) days to object to the disbursement. After receipt of a party's objection, Effingham County may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.
4. Seller will convey to Purchaser title to the Property by Quit Claim Deed.
5. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this agreement shall be executed and delivered by such parties at or before the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.
6. This sale is "AS IS, WHERE IS AND WITH ALL FAULTS" with regard to the condition of the Property. Should the Property be destroyed or damaged before this agreement is consummated, then at the election of the Purchaser, this agreement may be canceled.
8. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provisions of the Invitation for Sale by Sealed Bid constitutes the sole and entire agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. Any representation, promise, or inducement not included in this agreement shall not be binding upon any party hereto. Typewritten or handwritten provisions, riders and addenda shall control over all printed provisions of this agreement in conflict with them.
9. Real estate taxes and assessments for the Property shall be prorated as of midnight of the date immediately preceding the date of closing.
10. This transaction shall be closed by a law firm selected by the successful Bidder.
11. This instrument shall be regarded as a binding contract upon execution by the County. This instrument is signed, sealed and delivered by the parties and the date of last execution as shown below shall be the "Effective Date" of this Agreement.

SELLER

Signed, sealed and delivered this _____ day of _____, 2016 in the presence of:

Witness

By: _____
Wendall Kessler, Chairman
Effingham County Board of Commissioners

Notary Public

Attest: _____
Stephanie Johnson, Clerk of Commission

[Notary Seal]

APPROVED AS TO FORM

This _____ day of _____, 2016

Office of Effingham County Attorney

PURCHASER(S)

Print Name Here

Signature

Street Address

City/State/Zip

Telephone and Email

Date of Execution

STATE OF GEORGIA

COUNTY OF EFFINGHAM

**NON-COLLUSION AFFIDAVIT OF
BIDDER/OFFEROR**

I, _____ certify that pursuant to Effingham County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same property, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

(BIDDER OR COMPANY NAME)

By its: (TITLE/AUTHORITY)

Sworn to and subscribed before me this _____ day of _____, 20__.

By: _____
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

LEGAL NOTICE

INVITATION FOR SALE BY SEALED BID

SB No. 17-014

Surplus Land for Sale by Sealed Bid-

4 Parcels in the 10th G.M. District

Tract E - 4.086 Acres*

*(*only one acre of this tract is for sale – will be subdivided)*

Tract G – 1.327 Acres

Tract H – 1.058 Acres

Tract I – 1.213 Acres

Effingham County Board of Commissioners will be accepting sealed bids until **11.00am (Local Time), Thursday January 5, 2017** at the Effingham County Administrative Complex, 601 North Laurel Street, Springfield, GA31329 for **SB 17-014 – Surplus Land for Sale by Sealed Bid- 4 Parcels in the 10th G.M. District - Tract E - 4.086 Acres** *(only one acre of this tract is for sale – will be subdivided)*; **Tract G – 1.327 Acres; Tract H – 1.058 Acres; Tract I – 1.213 Acres**

Bid packages and instructions are available at the address listed above or online at www.effinghamcounty.org - Purchasing tab. For additional information please contact, Fiona Charleton at (912) 754-2159 or via email: fcharleton@effinghamcounty.org

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS / PROPOSALS AND TO WAIVE ALL FORMALITIES. “EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H/V; ALL PROPOSERS ARE REQUIRED TO BE EQUAL OPPORTUNITY EMPLOYERS”.

LEGAL DESCRIPTION

BOOK PAGE
01698 0399

BOOK PAGE
01690 0090

PLEASE RE-RECORD TO CORRECT AMOUNT AM 9:09
ACREAGE. CROSS REFERENCE DEED BOOK
1690, PAGE 90.

Effingham County, Georgia
Real Estate Transfer Tax
Paid \$ 894.⁰⁰
Date 10-30-07
Elizabeth Z. Hursey
Clerk of Superior Court

2007 OCT 30 AM 8:12

ELIZABETH Z. HURSEY
CLERK E.C.C.S.C.

Return Recorded Document to:
Ratchford & Rafter, LLP
P.O. Box 1039
Springfield, Georgia 31329
STATE OF GEORGIA

Our File #: 07-885

WARRANTY DEED

COUNTY OF EFFINGHAM

This Indenture made this 29th day of October, 2007, between DEL A RAE, INC., a corporation organized and existing in the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Effingham County Board of Commissioners, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that certain lot, tract or parcel of land situate, lying and being in the 10th G.M. District, Effingham County, Georgia, known and designated as Tract B, containing 19.931 acres, more or less, Tract C, containing 16.412 acres, more or less, Tract E, containing 4.086 acres, more or less, Tract F, containing 0.772 acres, more or less, Tract G, containing 1.327 acres, more or less, Tract H, containing 1.058 acres, more or less, and Tract I, containing 1.213 acres, more or less, that is shown and more particularly described by the plat of survey of lands of the Estate of D. B. Warnell, made by A.G. Wells, Jr., G.R.L.S. #1656, dated May 11, 2004, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet C, Slide 45 B-I, which is incorporated into this description by specific reference thereto.

This being a portion of that property conveyed by the Estate of Daniel Brooks Warnell, a/k/a D.B. Warnell, to DEL A RAE, INC. as evidenced by that certain Executor's Deed dated May 14, 2004, recorded in Deed Book 1120, page 020, aforesaid records; and as evidenced by that certain Quitclaim Deed from Carolyn W. Bryan to DEL A RAE, INC, dated May 14, 2004, recorded in Deed Book 1120, page 23, aforesaid records; and as evidenced by that certain Quitclaim Deed from Carolyn W. Bryan, Carolyn W. Downs, Mary V. Warnell, Charles F. Warnell, Jr., David B. Warnell, William D. Warnell, H. Brooks Warnell, Jr. and Herbert Warnell to DEL A RAE, INC., dated May 14, 2004, recorded in Deed Book 1120, page 25, aforesaid records.

SUBJECT HOWEVER to all restrictive covenants, easements and rights-of-way of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor, by and through its authorized agent, has hereunto set its hand and seal this day and year first above written.

TITLE NOT EXAMINED OR CERTIFIED BY SCRIVENER

Signed, sealed and delivered
in the presence of:
Witness
Notary Public
Elizabeth Z. Hursey
Effingham County, Georgia
Notary Public
Comm. Exp. 3/11/11

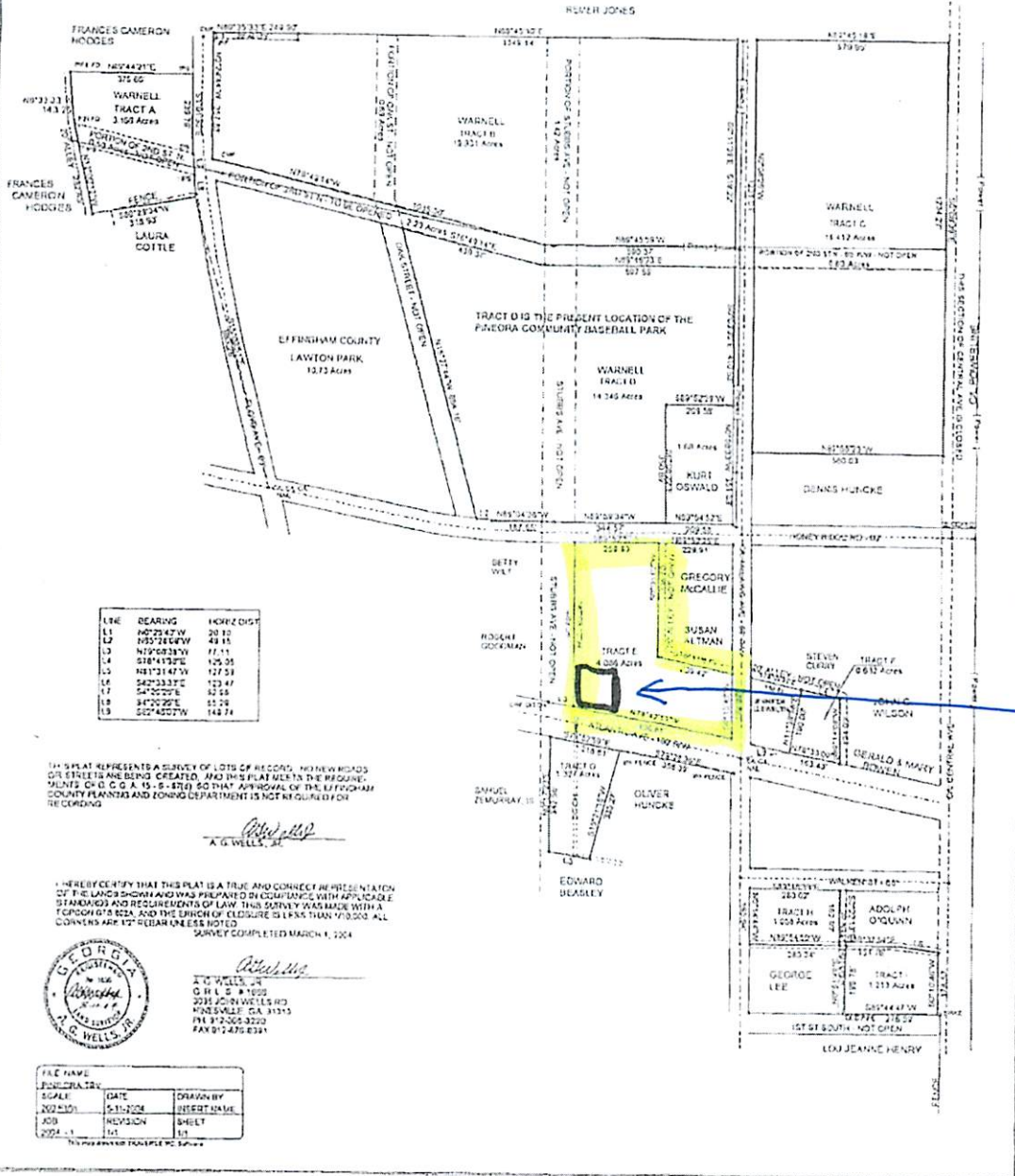
DEL A RAE, INC.
BY: Stephen R. Collins, CEO
ATTEST:

(Corporate Seal)

SB 17-014 - Surplus Land for Sale by Sealed Bid

PLAT OF LANDS OF THE ESTATE OF D. H. WARNELL, CONTAINING AN AGGREGATE OF 62.171 ACRES IN THE 10TH G. M. DISTRICT, EFFINGHAM COUNTY, GEORGIA AT PINEOLA, WITH REFERENCE TO:
 1. EFFINGHAM COUNTY TAX MAPS 33, 43, & 43A
 2. PLATS OF RECORD BY PAUL WILSON
 3. PLATS OF RECORD BY WARREN PINTHESS
 4. PLAT OF PINEOLA MADE BY INOSIUS & CIGILLIAT, PLAT SLIDE 45, A & D, EFFINGHAM COUNTY DEED RECORDS
 5. INFORMATION FROM LOCAL RESIDENTS
 ACREAGE OF TRACTS A, B, C, D, G, H, I, J INCLUDE THE AREA WITHIN ROADWAYS AND ALLEYS SHOWN ON THE PLAT OF PINEOLA THAT HAVE NEVER BEEN OPENED

PG 45 BT
 MAY 25 11 3:23
 J. C. WELLS, JR.
 CLERK E.C.C.S.C.



LINE	BEARING	LENGTH
L1	N82°14'47\"	281.15
L2	N55°24'54\"	49.85
L3	N75°08'37\"	71.71
L4	S18°14'37\"	126.28
L5	N81°31'47\"	127.58
L6	S42°33'37\"	123.47
L7	S4°00'07\"	82.58
L8	S47°00'29\"	51.78
L9	S27°42'07\"	148.74

THIS PLAT REPRESENTS A SURVEY OF LOTS OF RECORD, NEW HIGHWAYS OR STREETS AND BARRIERS CREATED, AND THIS PLAT MEETS THE REQUIREMENTS OF G. O. C. A. 15-5-8, (810) SO THAT APPROVAL OF THE EFFINGHAM COUNTY PLANNING AND ZONING DEPARTMENT IS NOT REQUIRED FOR RECORDING

A. G. Wells, Jr.
 A. G. WELLS, JR.

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AND WAS PREPARED IN COMPLIANCE WITH APPLICABLE STANDARDS AND REQUIREMENTS OF LAW. THIS SURVEY WAS MADE WITH A TOPCON GTS 822A AND THE ERROR OF CLOSURE IS LESS THAN 1/100,000. ALL CORNERS ARE 1\"



A. G. Wells, Jr.
 J. C. WELLS, JR.
 2028 JOHN WELLS RD
 PINEOLA, GA 31753
 PH 312-265-3220
 FAX 312-265-6351

FILE NAME	DATE	DRAWN BY
SB 17-014	5-11-2004	J. C. WELLS, JR.
JOB	REVISION	SHEET
2004-1	1	13

This is the one acre for sale in Tract E