



**INVITATION TO BID (ITB) PACKAGE
SPC # 470.09**

SALE OF REAL PROPERTY OWNED BY THE STATE OF GEORGIA

PROPERTY LOCATION:

**THE DAVISBORO NURSERY TRACT
DAVISBORO, GEORGIA 31018
(WASHINGTON COUNTY)**

Questions relating to the ITB Process may be sent in writing to:

State Properties Commission
Attn: Davisboro-ITB Admin.
E-mail: itb.admin@spc.ga.gov

BID PACKAGE
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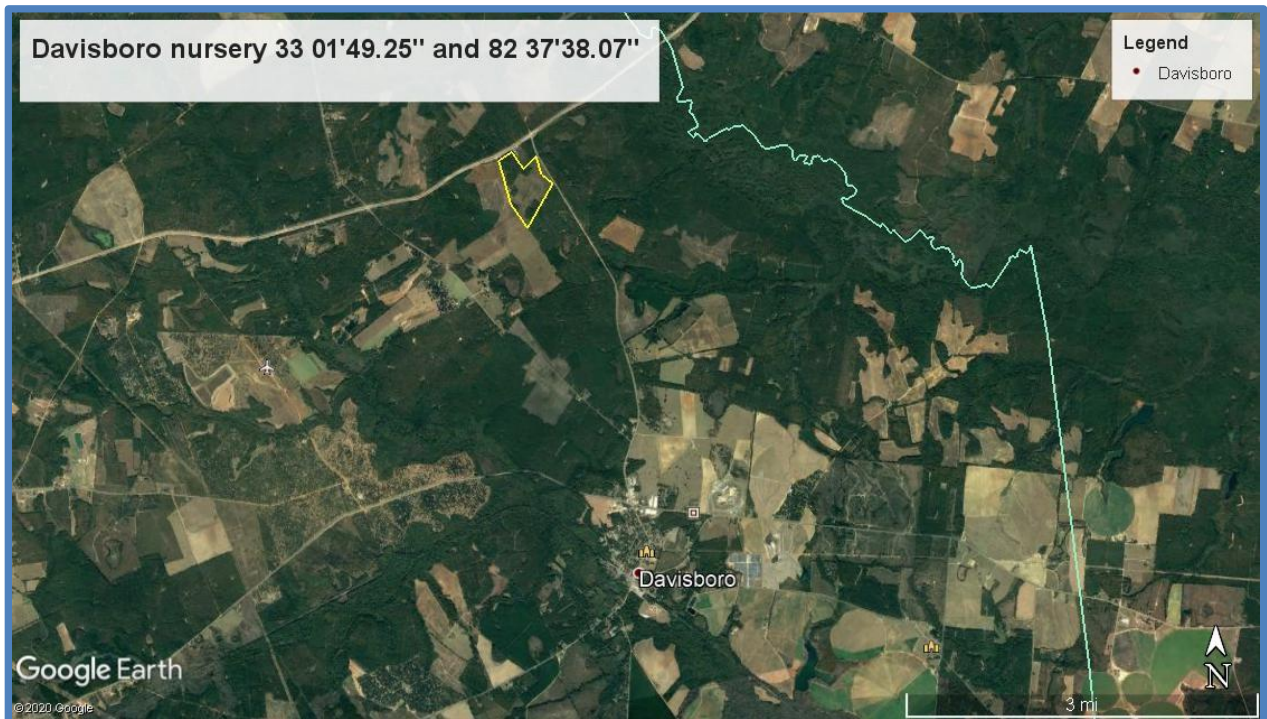
Exhibit C: Form of Sell and Purchase Agreement

Part 1
INVITATION TO BID

The State Properties Commission (“SPC”) is seeking bids for the sale of the following real property (“Property”) to be subject to any easements, covenants, and restrictions of record:

APPROXIMATELY 100.40 ACRES, LOCATED IN THE 94th G.M.D., LOCATED OFF HIGHWAY 88 (NEAR ITS INTERSECTION WITH HIGHWAY 231), DAVISBORO, WASHINGTON COUNTY, GEORGIA 31018, AS SHOWN BELOW AND MORE FULLY DESCRIBED ON EXHIBIT “A”, ATTACHED HERETO.

MAP OF PARCEL



(Boundary Lines are Approximate)

The Property is further depicted on the photographs and maps attached hereto as Exhibit “B” and the Copy of Legal Ad attached hereto as Exhibit “C”.

In addition to the purchase price, the buyer shall be required to pay for reimbursement of SPC’s due diligence expenses in the amount of \$6,420.

Sealed Bids (hereinafter “Bid(s)”) must be received by SPC prior to 1:00 p.m., prevailing legal time in Atlanta, Georgia, on Thursday, September 2, 2021 (hereinafter the “Bid Opening Time”). Bids shall be opened in the Finance Conference Room-Suite 2141 (“Bid Room”) located on the 2nd Floor of the Trinity-Washington Building located at 270 Washington Street, N.W., Atlanta, Georgia 30334 (“Bid Opening”). Bids submitted prior to Bid Opening Time must be mailed or hand delivered to SPC at 270 Washington Street, N.W., Suite 2-129, Atlanta, Georgia 30334. Bids may also be hand delivered to the Bid Room by placing the Bid in the hands of the SPC official presiding over the Bid Opening prior to the Bid Opening Time. An official of SPC shall publicly open and read aloud all properly received Bids at the Bid Opening.

The property will be available for inspection **by appointment only** at the following times:

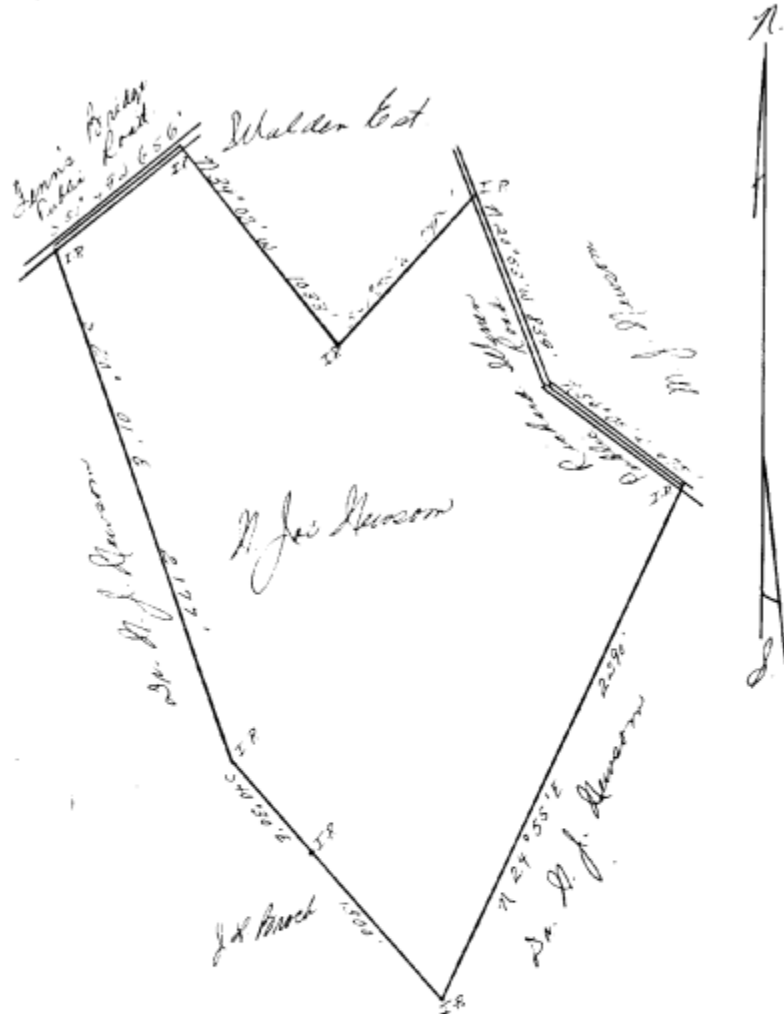
- **Monday through Thursday between the hours of 9:00 a.m. to 4:00 p.m. until the Bid Opening; to schedule an inspection please contact Jason Reese at (478) 240-3027.**

Questions about the ITB process or the Property shall be submitted in writing to Davisboro-ITB Admin., via e-mail: itb.admin@spc.ga.gov. The **deadline for submission of questions is noon, Thursday, August 26, 2021**. SPC will provide written answers to those questions regarding the ITB process or the Property that are submitted prior to the deadline. Answers shall be posted by **Tuesday, August 31, 2021** on the State Properties Commission Website under the ITB Supporting Documents & Notices Link for this specific property's ITB, which can be found on the page of the following link: <https://gspc.georgia.gov/property-sale-or-lease>.

From the issue date of this solicitation until bids are publicly announced, respondents are not allowed to communicate about this solicitation for any reason with any employees or representatives of the State of Georgia, including SPC, except for submission of questions as instructed herein, or as provided by any existing work agreement(s). For violation of this provision, the SPC reserves the right to reject the bid of the offending respondent.

INVITATION TO BID
EXHIBIT A
PROPERTY DESCRIPTION

All that certain lot, tract or parcel of land, together with all improvements thereon, lying and being within the 94th District G.M., of Washington County, Georgia, being part of the N. Joe Newsom Penn's Bridge Place, and being more particularly described and bounded as follows: Starting at an iron pin at the Southwest corner of the Walden Estate, proceeding N 39° 02' W 1033 feet to the center of the Sandersville-Penn's Bridge Public Road; thence along the center line of said road S 50° 49' W 656 feet; thence S 20° 01' E 2177 feet to an iron pin; thence S 40° 30' E 1300 feet to an iron pin, which is on the line between N. Joe Newsom and J. L. Brock; thence N 24° 55' E 2290 feet to an iron pin on the West shoulder of the Richard Warren Public Road; thence along said West shoulder N 56° 05' W 675 feet to an iron pin located in front of house formerly occupied by Will Welch; thence along said West shoulder N 20° 53' W 839 feet to an iron pin which is on the line between N. Joe Newsom and the Walden Estate; thence along said land line S 41° 55' W 794 feet to point of origin, said tract comprising 100.4 acres, more or less. Said tract herein described has the shape, courses, distances and bounds shown on plat of survey made by Guy N. Smith, C.S. on January 20, 1948, and recorded in plat book B, page 97, Clerk's Office of Washington Superior Court.



Scale of 500 feet = 1 Inch.
 94 S. W. District, Washington Co. Va.
 Plat drawn by Guy W. Smith
 County Surveyor Washington Co. Va.
 Jan 20, 1948
 State Certificate No. 430
 Recorded February 7, 1948 Reba B. Deegan, Clerk.

**INVITATION TO BID
EXHIBIT B
GENERAL PHOTOGRAPHS AND MAPS**

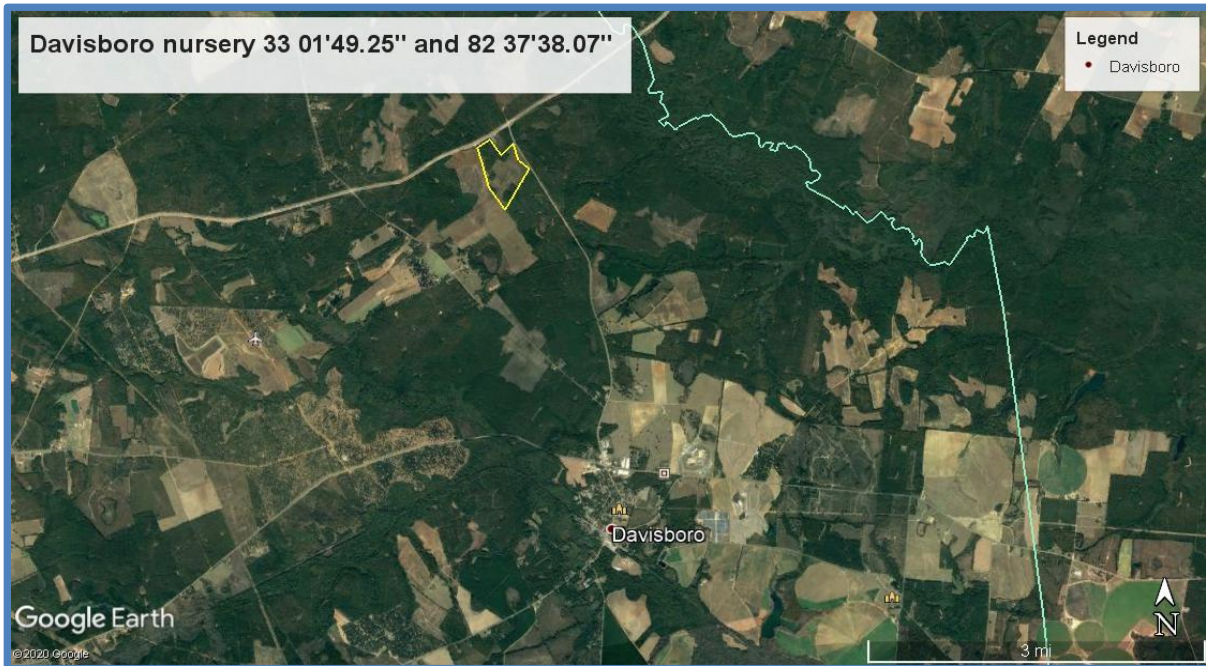


Street Frontage (Hwy 88)



Street Frontage (Hwy 231 aka Tree Nursery Rd.)

Location Maps
(Boundary Lines Are Approximate)



**INVITATION TO BID
EXHIBIT C
COPY OF LEGAL AD**



**State Properties Commission
Request for Bids**

The State Properties Commission is requesting bids from prospective bidders for the purchase of that certain property owned by the State of Georgia, to be subject to any easements, covenants, and restrictions of record.

APPROXIMATELY 100.40 ACRES, LOCATED IN THE 94th G.M.D., LOCATED OFF HIGHWAY 88 (NEAR ITS INTERSECTION WITH HIGHWAY 231), DAVISBORO, WASHINGTON COUNTY, GEORGIA 31018.

Bids must be submitted by **1:00 (One) PM on Thursday, September 2, 2021**, in accordance with the requirements stated in the Invitation to Bid. Bids submitted in a format other than specified will be rejected.

The following link will direct you to the page that contains a copy of the Invitation to Bid for this specific property: <https://gspc.georgia.gov/property-sale-or-lease>. Questions related to submitting a proposal may be sent in writing to, Davisboro-ITB Admin., via e-mail: itb.admin@spc.ga.gov.

Part 2
INSTRUCTIONS TO BIDDERS

Section 1.0 Preparation of Bids:

- 1.1 Bidders must comply with all aspects of this ITB. Bids must be submitted on the “Purchase Bid Form” provided herein. There shall be no additions, deletions, changes, substitutions or explanations made to the Purchase Bid Form unless otherwise provided for in the form. Additional pages may be permitted where the space provided on the Purchase Bid Form is inadequate for the requested information. Additional pages must reference the name of the bidder or be provided on appropriate company letterhead or other collateral materials. **Please note that all submittals to the SPC are a public record and as such are subject to public review.**

Section 2.0 Submission of Bids:

- 2.1 **The completed Purchase Bid Form must be submitted in a sealed envelope.** The name and address of the bidder should be legibly marked in the front upper left-hand corner of the envelope and the following notation should be marked in the center with the information inserted from the Invitation to Bid:

BID FOR THE PURCHASE OF REAL PROPERTY
OWNED BY THE STATE OF GEORGIA
SPC # 470.09
NOT TO BE OPENED BEFORE 1:00 (ONE) O’CLOCK PM PREVAILING LEGAL
TIME IN ATLANTA, GEORGIA, THURSDAY, SEPTEMBER 2, 2021.

- 2.2 **If the Bid is mailed, the sealed envelope with the annotations required above should be inserted into a second envelope that is addressed for mailing.** The completed Bid may be hand delivered or mailed to the following address:

State Properties Commission
Attn: Davisboro-ITB Admin.
270 Washington Street, N.W., Suite 2-129
Atlanta, Georgia 30334

- 2.3 Bids may also be submitted at Bid Opening by placing the Bid in the hands of the SPC official

presiding over the Bid Opening prior to Bid Opening Time.

Section 3.0 Earnest Money

Each Bid must be accompanied by a certified or cashier's check drawn and made payable to the order of the "State of Georgia" in the amount of five percent (5%) of the amount of the Bid (hereinafter referred to as the "Earnest Money"). Earnest Money of the bidder whose Bid is accepted by SPC (hereinafter "Successful Bidder") shall be deposited by SPC upon acceptance of the Bid. Earnest Money of the Successful Bidder shall be applied at closing as partial payment of the purchase price unless otherwise negotiated. The Earnest Money of each rejected bidder shall be returned by SPC upon rejection of the Bid by SPC as provided in Section 8.0. The Earnest Money for each Contingent Accepted Bid, as defined in Section 8.0, shall be returned by SPC upon the earlier of when the sale is finalized or expiration of the Bid. Neither SPC, nor the State of Georgia shall pay, or be responsible for the payment of any interest on the amount of the Earnest Money.

Section 4.0 Submission of Bid Constitutes Offer to Contract:

The bidder understands and agrees that its Bid (for purposes of this section and for the remainder of this Invitation to Bid, the term "Bid" refers to any Bid submitted in accordance with Section 2.0 or, if a Best and Final Offer Process is used, any Best and Final Bid submitted in accordance with Section 7.0 is being considered by SPC along with other competitive bids for the purchase of the Property. As such, and in consideration of the mutual agreements of the bidders, the reliance of which the SPC holds based upon the Bids submitted, the bidder understands and agrees that its Bid is an offer to purchase the Property, which is hereby given by the bidder to SPC to accept or reject, and if accepted by the SPC constitutes a binding contract for the sale and purchase of the Property. SPC shall have a period of 120 days from the Bid Opening Time to accept the Bid as provided in Section 7.0. Bids shall expire 120 days from the Bid Opening Time.

Section 5.0 Withdrawal of Bid:

A Bid may only be withdrawn upon written request received by SPC at the address for submission of bids prior to the Bid Opening Time. No Bid may be withdrawn after it has been publicly opened.

Section 6.0 Opening of Bids:

At the Bid Opening Time, the Bids will be publicly opened by a SPC official and read aloud for the information

of bidders and other properly interested persons who may be present. SPC reserves the right to waive any or all formalities or technicalities in the bidding, and may reject any or all of the Bids, initiate the Best and Final Offer Process as defined in Section 7.0, cancel the solicitation or Best and Final Offer Process, or amend the Invitation to Bid.

Section 7.0 Best and Final Offer Process:

- 7.1 A best and final offer process (“Best and Final Offer Process”) may be initiated when multiple Bids are received or at the discretion of the SPC Executive Director. During the Best and Final Offer Process, Bidders will be given the opportunity to increase their Bid through completion and submittal of a Best and Final Bid Form (“Best and Final Bid”), included herein.
- 7.2 If the Best and Final Offer Process is initiated, a new bid opening date and time (“Best and Final Bid Opening Time”) will be established for submittal of a Best and Final Bid. Notification will be sent to Bidders that the Best and Final Offer Process has been initiated and information about the Best and Final Offer Process, including the Best and Final Bid Opening Time, will be posted on the SPC website. SPC reserves the right to modify the Best and Final Bid Opening Time provided the following conditions are met: each bidder notified of the initiation of the Best and Final Offer Process has responded to SPC in writing by either: 1) submitting a Best and Final Bid prior to the Best and Final Bid Opening Time; or 2) providing notice of its intent not to submit a Best and Final Bid. If SPC modifies the Best and Final Bid Opening Time, the modification will be posted on the SPC website.
- 7.3 The initially submitted Bid (“Initial Bid”), unless expired, will remain in effect and be considered in the Best and Final Offer Process unless that Bidder submits a Best and Final Bid that exceeds the Initial Bid.
- 7.4 If a bidder chooses to submit a Best and Final Bid that exceeds their Initial Bid, the Bidder shall be required to proportionally increase their Earnest Money to match the Best and Final Bid. The proportionate increase in required Earnest Money will be hereinafter referred to as “Additional Earnest Money”, and will be combined with any prior Earnest Money submitted with any prior Bids. *{Example Additional Earnest Money calculation based on the following assumptions: Initial Bid is \$100,000; initial Earnest Money requirement was 5% of the Initial Bid; and Best and Final Bid is \$150,000. In this example, Additional Earnest Money in the amount of \$2,500 would need to be submitted with the Best and Final Bid, as shown:*

Example Earnest Money Calculations

Initial Bid Earnest Money Requirement Calculation

Initial Bid	\$100,000
% Earnest Money Requirement	x <u>5%</u>
<i>Initial Bid Earnest Money Requirement</i>	= \$5,000

Best and Final Bid Earnest Money Requirement Calculation

Best and Final Bid	\$150,000
% Earnest Money Requirement	x <u>5%</u>
<i>Best and Final Bid Earnest Money Requirement</i>	= \$7,500

Additional Earnest Money Requirement Calculation

Best and Final Bid Earnest Money Requirement	\$7,500
Initial Bid Earnest Money Requirement	- <u>\$5,000</u>
<i>Additional Earnest Money needed with Best and Final Bid</i>	= \$2,500

7.5 Except as modified by this Section, the instructions for submitting the Initial Bid shall apply to the submission of a Best and Final Bid.

7.6 Best and Final Bids shall expire 120 days from the Bid Opening Time.

Section 8.0 State Properties Commission Action to Accept Bid:

All Bids received shall be reviewed by the staff of the SPC and transmitted to the members of the SPC for official action at the next scheduled meeting of the SPC. SPC, in its sole discretion, shall determine which Bid is the most advantageous and which Bid(s), if any, should be accepted or rejected (hereinafter “Rejected Bid”). SPC may also elect to contingently accept one or more Bids (hereinafter “Contingent Accepted Bid”) so that in the case of the default of the Successful Bidder, SPC will accept the Contingent Accepted Bid.

Section 9.0 Notice of Acceptance of Bid

If a Bid is accepted by SPC, a “Notice of Acceptance” will be sent to the Successful Bidder along with the Sell and Purchase Agreement, a form copy of which is attached hereto as Exhibit “C”, for execution. Notice will also be sent to Bidders advising them of the contingent acceptance of their Bids as described in Section 8.0.

Section 10.0 Execution of Sell and Purchase Agreement, Failure to Execute:

- 10.1 The Successful Bidder must execute and return the Sell and Purchase Agreement to SPC within ten (10) calendar days from the date of service of the Notice of Acceptance. The Sell and Purchase Agreement shall be executed by the Bidder with the same requisites, formality, attestation and acknowledgement as is prescribed and required by the laws of the State of Georgia for the execution and recording of deeds or instruments conveying an interest in the real property.
- 10.2 In the event the Successful Bidder fails to return the properly executed duplicate originals of the Sell and Purchase Agreement within ten (10) calendar days as set forth above, the SPC may declare that Bidder in default.
- 10.3 If the Successful Bidder defaults on its obligations hereunder, including the obligation to return the executed Sell and Purchase Agreement, the Earnest Money shall be retained by the SPC as liquidated damages and not as a penalty. The Successful Bidder acknowledges and agrees that the actual damages that would result from the Successful Bidder's default cannot be ascertained and that the Earnest Money represents the best estimate of such damages. If the transaction is not consummated due to the default of the SPC, then the entirety of the Earnest Money shall be returned to the Successful Bidder within thirty (30) days after such a determination is finalized.
- 10.4 In the event the Successful Bidder is declared in default by SPC as provided in 10.2 and 10.3, the SPC may then accept the next Contingent Accepted Bid.

Section 11.0 Due Diligence Costs

In addition to the purchase price, the Successful Bidder (Purchaser) will be required to wire a separate payment to the State Properties Commission for reimbursement of SPC's due diligence expenses in the amount identified in the Invitation to Bid.

Section 12.0 Notices and Returns:

All notices and returns shall be in writing and shall be given by depositing the same in Certified Mail - Return Receipt Requested, postage prepaid. All returns shall be mailed to the mailing address listed in the Purchase Bid Form. The day upon which such notice is so mailed shall be treated as the date of service.

**INSTRUCTIONS TO BIDDERS
EXHIBIT A**

**SPC # 470.09
BID PURCHASE FORM**

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the State Properties Commission this offer to purchase the following Property, subject to any easements, covenants, and restrictions of record:

APPROXIMATELY 100.40 ACRES, LOCATED IN THE 94th G.M.D., LOCATED OFF HIGHWAY 88 (NEAR ITS INTERSECTION WITH HIGHWAY 231), DAVISBORO, WASHINGTON COUNTY, GEORGIA 31018.

The Bidder hereby warrants and agrees that this Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud.

Bidder submits this Bid as an offer to purchase the Property, which is hereby given by the Bidder to the SPC, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by the SPC, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in Sell and Purchase Agreement.

Attached hereto as Earnest Money is a certified or cashier's check made payable to the order of the "State of Georgia" in the amount of five per cent (5%) of the amount of this Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of SPC's acceptance, the Earnest Money shall be retained by SPC as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the SPC reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: \$ _____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual Partnership LLP LLC Corporation Agent

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Purchase Bid Form on the signature lines below, attaching additional signature lines as needed)
00

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

**INSTRUCTIONS TO BIDDERS
EXHIBIT B**

**SPC # 470.09
BEST AND FINAL BID FORM**

Under oath, the undersigned, hereinafter "Bidder", submits for consideration by the State Properties Commission this offer to purchase the following Property to be subject to any easements, covenants, and restrictions of record:

APPROXIMATELY 100.40 ACRES, LOCATED IN THE 94th G.M.D., LOCATED OFF HIGHWAY 88 (NEAR ITS INTERSECTION WITH HIGHWAY 231), DAVISBORO, WASHINGTON COUNTY, GEORGIA 31018.

The Bidder hereby warrants and agrees that this Best and Final Bid is made in accordance with all terms and conditions contained in the Invitation to Bid Package, and without connection with any other person making a Bid, and that this Bid is in all respects fair and lawful and is made in good faith and without collusion or fraud. Bidder submits this Best and Final Bid as an offer to purchase the Property, which is hereby given by the Bidder to the SPC, to accept or reject pursuant to the terms of the Invitation to Bid, and if accepted by the SPC, constitutes a binding contract for the sale and purchase of the Property with the terms and conditions more fully described in Sell and Purchase Agreement.

Attached hereto as Additional Earnest Money is a certified or cashier's check made payable to the order of the "State of Georgia" which Additional Earnest Money when combined with the Earnest Money submitted in the Initial Bid shall equal five per cent (5%) of the amount of this Best and Final Bid. The Successful Bidder agrees, that in case of failure on its part to meet any of the terms or conditions in the Invitation to Bid Package, including the requirement to execute and return of duplicate originals of the Sell and Purchase Agreements within ten (10) calendar days from the date of service of written notice of SPC's acceptance, the Earnest Money shall be retained by SPC as liquidated damages and not as a penalty.

Bidder further agrees at closing to wire to the SPC reimbursement of due diligence costs in the amount identified in the Invitation to Bid.

Having carefully examined the terms of the Invitation to Bid Package and the Property, Bidder hereby offers to purchase the Property for:

Bid Amount in Numbers: \$ _____

Bid Amount in Words: _____

If this Bid is accepted, the Sell and Purchase Agreement entered into and the Deed shall be conveyed in the name of the Bidder(s) identified below:

Legal Name of Bidder: _____

Bidder is a(n): Individual Partnership LLP LLC Corporation Agent

Bidder Street Address: _____

Bidder Mailing Address: _____

Contact Person: _____

Contact Phone & E-mail: _____

(If this Bid is being submitted by more than one individual or entity, attach additional sheets providing the above listed information for each individual or entity submitting this Bid, and have each individual or entity execute the Best and Final Bid Form on the signature lines below, attaching additional signature lines as needed)

Executed this _____ day of _____, 20__.

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

Signed, sealed and delivered,
as to Bidder, in our presence:

BIDDER

_____ (Seal)

Unofficial Witness

Name: _____
Title: _____

Official Witness,
Notary Public

Attest: _____
Corporations only

My Commission Expires: _____

Notary Seal Affixed Here

Corporate Seal Affixed Here

INSTRUCTIONS TO BIDDERS
EXHIBIT C
FORM OF SELL AND PURCHASE AGREEMENT

Counterpart No. ___ Of ____
Original Executed Counterparts.
Counterpart Of _____.

STATE OF GEORGIA,
COUNTY OF _____:

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this ___ day of _____, 20__, (hereinafter referred to as "the date hereof"), by and between the STATE OF GEORGIA, acting by and through its State Properties Commission, a commission of the executive branch of the government of the State of Georgia created by the General Assembly and existing under the Laws of the State of Georgia, whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, hereinafter referred to as "Seller," and _____, whose address is _____, hereinafter referred to as "Purchaser".

WITNESSETH THAT:

WHEREAS, Seller owns certain real property being and lying in _____ County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property;

WHEREAS, the Seller, pursuant to O.C.G.A. § 50-16-34(5), is authorized to convey the Property; and

WHEREAS, the Seller, pursuant to O.C.G.A. § 50-16-39, advertised the sale of the Property through a public competitive process; and

WHEREAS, the Purchaser made a Bid thereon together with Earnest Money in accordance with the Instructions to Bidders which Bid was duly accepted by Seller at its regular meeting on _____, 20__; and

WHEREAS, Purchaser agrees to reimburse Seller \$ _____ for due diligence expenses and will wire such amount to the SPC's Account prior to closing, as instructed by the Seller.

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of _____ (5% of the Purchase Price), hereinafter referred to as "Earnest Money," the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration; the parties agree as follows:

Section 1
USAGE AND DEFINITIONS

- 1.1 As used in this Agreement, the following words and terms set forth in this section numbered 1 refer to, or mean, or include in their meaning, the following:
- 1.1.1 The words "State" and "Georgia" shall mean the "State of Georgia."
- 1.1.2 [Reserved].
- 1.1.3 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser, and when expressed words such as herein, hereto or other words of similar import are assumed as though in each case expressed.
- 1.1.4 The words "execute" or "execution" are used interchangeable herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and legal pleadings.
- 1.1.5 The term "Seller" as used herein shall mean the State of Georgia as Grantor and shall include its agents, the State Properties Commission, the State of Georgia, and agencies, as the case may dictate.
- 1.1.6 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.
- 1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.
- 1.3 For convenience, when referring herein to Seller, the third person, neuter gender "it" is sometimes used.
- 1.4 For convenience, when referring herein to Purchaser, the third person, masculine gender "he," "his" or "him" is sometimes used.

Section 2
SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, the Property. The Property is to be conveyed "as is, where is," and with all faults and without warranties.

Section 3
PURCHASE PRICE

The Purchase Price of the Property is \$_____ (and written in words here: _____).

Section 4
EARNEST MONEY

Seller has deposited the Purchaser's Earnest Money in the sum of \$ _____ (and written in words here: _____) said amount being submitted with Purchaser's Bid, which sum Purchaser agrees shall not earn him any interest. At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5
ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller shall permit Purchaser and its authorized representatives to enter onto the Property for the purposes of making an inspection, and appraisal. Prior to entering the Property, Purchaser shall contact seller to arrange a mutually agreeable time for inspection of the Property. Purchaser shall have no right to enter the Property unless and until it arranges an inspection time with Seller. Seller and Purchaser agree the Property is being sold and purchased "by the tract and not by the acreage." In exercising the permission hereby given in this Section 5, Purchaser shall and does hereby agree to indemnify, defend and hold Seller harmless from any loss or liability suffered by Seller.

Section 6
SELLER REPRESENTATIONS

- 6.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller), upon which Purchaser is entitled to rely and each of which shall be deemed to be material to this Agreement:
- 6.1.1 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (Official Code of Georgia Annotated - O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution and implementation of this Agreement.
- 6.1.2 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. Seller has not surveyed or inspected the Property to determine the existence of any hazardous materials, substances or constituents. The purchase and sale is made "as is, where is, and with all faults."

Section 7
RISK OF LOSS AND DAMAGE

- 7.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.
- 7.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at his option, may cancel this agreement, whereupon Seller shall return the Earnest Money to Purchaser and thereafter the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

Section 8
TITLE EXAMINATION

Purchaser shall have forty-five (45) days commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "commitment"). If the commitment sets up (or sets forth) any title objection(s), Seller agrees to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same. Purchaser understands and agrees that the Property is sold "as is, where is, and with all faults" and Seller makes no warranty of any type or kind whatsoever.

Section 9
CLOSING

9.1 The Closing Date of this transaction shall be on or before _____, and the time and place of Closing, shall be designated by Purchaser, and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.

9.2 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":

9.2.1 Seller shall pay the following expenses:

(a) Fees of the Seller's attorney; and

9.2.2 Purchaser shall pay the following expenses, and those specified elsewhere in Section 9:

(a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and

(b) Fee for examination and certification of the title to the Property; and

(c) Fee and premium to a title insurance company for the commitment and any issued owners title insurance policy; and

(d) Expenses for filing and recording the Quitclaim Deed with the _____ County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and

(e) The expenses of any inspection or appraisal obtained by Purchaser; and

(f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county; and

(g) Any other expenses actually incurred by Purchaser.

9.3 At the Closing, Seller and Purchaser shall each deliver to the other the following:

9.3.1 Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 9.4 hereof.

9.3.2 Seller shall deliver to Purchaser the following:

- (a) A Quitclaim Deed in the form attached hereto as EXHIBIT “B”, conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property; and
- (b) An owner's affidavit, executed by a designated official of Seller, sufficient to enable Purchaser to have deleted from its owners title insurance policy any exception for unfilled mechanics' and materialmens' liens; and
- (c) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction; and
- (d) A State of Georgia Real Estate Transfer Tax Declaration.

9.4 At the Closing, Purchaser shall tender to Seller a cashier’s check, payable to Seller in the amount of the Purchase Price, less the amount of Earnest Money, or at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller.

9.5 At the Closing, Purchaser shall tender to the Seller, as instructed, at Seller's sole election, cash equivalent payment by cash, wire, or other means acceptable to Seller \$_____ as payment for Seller’s due diligence expenses for this sale.

Section 10
DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser all the possession it has in and to the Property in the same condition as the Property exist on the date hereof, acts of God, normal wear and tear, and the commission of any criminal acts on or to the Property, excepted.

Section 11
DEFAULT

11.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.

11.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

Section 12
NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States

Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked.

Section 13
ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller

Section 14
REAL ESTATE BROKERS AND ATTORNEYS

Seller represents that it has retained no agent or broker in this transaction. Purchaser warrants that they have retained no broker to represent them in this transaction; however, should Purchaser retain a broker or attorney to represent them, Purchaser covenants and agrees to discharge all financial obligations to such broker or attorney, and further covenants and agrees to indemnify and hold Seller harmless from all claims and liabilities from any such brokers or attorneys.

Section 15
GENERAL PROVISIONS OF THIS AGREEMENT

- 15.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 15.2 All time limits stated herein are of the essence of this offer and Agreement.
- 15.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at the Closing.
- 15.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 15.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 15.7 This Agreement is executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 16
ENTIRE AGREEMENT

This Agreement, supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Seller, acting by and through its duly authorized officials, and Purchaser have caused this Agreement to be signed and sealed on the date hereof.

SELLER:

**STATE OF GEORGIA
Acting By and Through Its State Properties
Commission**

By: _____ (Seal)
MARTY SMITH, as Executive Director of the
State Properties Commission

(State Properties Commission Seal Affixed Here)

(Seal of the State of Georgia Affixed Here)

Signed, sealed and delivered, as to Seller, in our presence:

Unofficial Witness

Official Witness, Notary Public

(Notary Public Seal Affixed Here)

My Commission Expires: _____

PURCHASER:

By: _____
(Seal if Corporation)

Name: _____

Title: _____

Attest: _____
Corporations Only

Signed, sealed and delivered, as to Purchaser, in our presence:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires: _____
(Notary Public Seal Affixed Here)

Form of Sell and Purchase Agreement
Exhibit "A"

(Property Description to be Inserted)

Form of Sell and Purchase Agreement
Exhibit "B"
Quitclaim Deed

After Recording Return to:

STATE OF GEORGIA,
COUNTY OF _____:

QUITCLAIM DEED

THIS INDENTURE, hereinafter referred to as "Deed", is made this ____ day of ____, 20__, by and between the **STATE OF GEORGIA**, acting by and through its State Properties Commission (hereinafter referred to as "SPC", a commission of the executive branch of the government of the State of Georgia created by the General Assembly and existing under the Laws of the State of Georgia, whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, party of the first part, hereinafter called "Grantor," and _____, party 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:

WHEREAS, Grantor is the owner of certain improved real property lying and being in Land Lot No. ____, ____ Land District, _____ County, Georgia, commonly known as the address of _____ Street, within the City of _____, Georgia (hereinafter the "Property"), in the custody of _____, more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Grantor advertised the sale of the Property through public competitive bidding; and

WHEREAS, the Grantee herein made a bid thereon; and

WHEREAS, the Grantor, pursuant to its authority under O.C.G.A. § 50-16-34(5), determined and announced the said bid to be the most advantageous to the SPC at its regular meeting held on _____, 20__; and

NOW, THEREFORE, Grantor, for and in consideration of the payment of _____ DOLLARS (\$ _____) in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, convey and forever quitclaim unto Grantee all of Grantor's right, title and interest in the Property, being more particularly described in Exhibit A, which is attached hereto, incorporated herein and by this reference made a part hereof.

TO HAVE AND TO HOLD the Property, 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 Grantee forever, without warranty of any type, kind or nature whatsoever.

IN WITNESS WHEREOF, Grantor, has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its State Properties Commission, acting by and through the Governor of the State of Georgia, as Chairman of the State Properties Commission, on the day, month and year first above written.

(SIGNATURES ON BEGINS ON NEXT PAGE)

SELLER:

STATE OF GEORGIA

By: _____(Seal)
GOVERNOR BRIAN P. KEMP, as
Chairman of the State Properties Commission

Attest: _____(Seal)
Name: _____
Title: _____

(State Properties Commission Seal Affixed Here)

(Seal of the State of Georgia Affixed Here)

Signed, sealed and delivered, as to Seller, in our presence:

Unofficial Witness

Official Witness, Notary Public

(Notary Public Seal Affixed Here)

My Commission Expires: _____

Quitclaim Deed
Exhibit A

(Legal Description to be Inserted.)